

## **Board of Selectmen**

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



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

# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

### **Board of Selectmen's Meeting**

**December 19, 2016, 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. Recognition – State Representative John Fernandes
2. Presentation – SAFE Coalition Update - Representative Jeffrey Roy
3. Presentation by Metro West Collaborative Development – Glen Brook Way Local Initiative Plan Application
4. Public Hearing (8:00 pm) Retail Liquor License Request – T.C. Scoops
5. Approval – Agreement with Kleinfelder for Phase II of IWRMP (Integrated Water Resource Management Plan)
6. Presentation – ClearGov (Web-based Financial Reporting Tool)
7. Easement Acceptance – 9 Marc Road
8. Approval – Adopt Partial Easement Release at 15 Tulip Way
9. Consideration of Appointments  
Debi Rossi – Capital Improvement Planning Committee; Dayna Gill – Conservation Commission
10. Appointments – Records Access Officers (New Public Records Law Effective January 1)
11. Recognition Discussion – Holliston and Main Street Corner
12. Approval – One-Day Liquor License Requests
  - a. Sara Bond & Drew Gavin – Thayer Homestead – December 21, 2016
  - b. Ann Hurwitz Carey – Thayer Homestead – December 26, 2016
  - c. Carolyn & Andrew Moring- Thayer Homestead – January 8, 2017
13. Action Items from Previous Meeting
14. Approval of Warrants
15. Approval of Minutes
16. Town Administrator's Report
17. Selectmen's Reports

---

For more information on agenda items, please visit the Board of Selectmen's page at  
[www.townofmedway.org](http://www.townofmedway.org)

Upcoming Meetings, Agenda and Reminders

January 3, 2017 ---- Regular Meeting  
January 17, 2017 ---- Regular Meeting

# **AGENDA**

## **ITEM #1**

**Recognition – State Representative John  
Fernandes**

**No associated backup materials.**

# **AGENDA**

## **ITEM #2**

**Presentation – SAFE Coalition Update -  
Representative Jeffrey Roy**

**No associated backup materials.**

# AGENDA

## ITEM #3

### **Presentation by Metro West Collaborative Development – Glen Brook Way Local Initiative Plan Application**

#### **Associated backup materials attached:**

- Local Initiative Plan Application
- Rationale for Local Preference from Ann Sherry - Medway Community Housing Trust Chair
- Draft Letter of Support from Glenn Trindade, Board of Selectmen Chair

**Proposed Motion:** I move that the Board support the Glen Brook Way local initiative plan application and submit a letter of support as requested.

**MASSACHUSETTS**  
 Department of Housing and Community Development  
**Local Initiative Program**  
**Application for Comprehensive Permit Projects**

**INSTRUCTIONS**

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Massachusetts Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Mail to:

**Local Initiative Program**  
**Department of Housing & Community Development**  
**100 Cambridge Street, Suite 300**  
**Boston, MA 02114**  
**Attn: Alana Murphy, Deputy Associate Director**

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Alana Murphy at 617-573-1301 or [alana.murphy@state.ma.us](mailto:alana.murphy@state.ma.us).

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- |                                    |                                     |
|------------------------------------|-------------------------------------|
| I. General Information             | VIII. Surrounding Area              |
| II. Community Support              | IX. Financing                       |
| III. Municipal Contact Information | X. Project Feasibility              |
| IV. Development Team               | XI. Development Schedule            |
| V. Project Information             | XII. Marketing Outreach and Lottery |
| VI. Site Information               | XIII. Checklist of Attachments      |
| VII. Design and Construction       |                                     |

January 2016

**MASSACHUSETTS**  
 Department of Housing & Community Development  
**Local Initiative Program**  
**Application for Comprehensive Permit Projects**

**I. GENERAL INFORMATION**

Community: Medway  
 Name of Development: Glen Brook Way  
 Site Address: 1 Glen Brook Way Medway, MA  
 Developer: Metro West Collaborative Development, Inc.

1. Type of Housing:  
 Single Family house       Rental  
 Condominium               Age Restricted

2. Project Characteristics:  
 New Construction       Conversion  
 Rehabilitation               Other

3. Total Acres 3.17                      Density of Project (units/acre) 15/acre

4. Unit Count:  
  
 Total Number of Units 48  
 Market Rate 0  
 Affordable 48

5. Unit Prices/Rents:  
 Market Rate \$n/a  
 Affordable \$994-1,377

Required Signatures for the  
 Comprehensive Permit Project Application  
 Chief Executive Official  
 of Municipality:

Chair, Local Housing Partnership  
 (if applicable):

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Glenn Trindade

Print Name: Ann Sherry

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value\$ \_\_\_\_\_)
- Building donation (dollar value \_\_\_\_\_)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) \_\_\_\_\_
- Local funds (cash)  
Amount \$1,000,000      Source: CPA and other local funds
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) \_\_\_\_\_

Briefly explain the contributions: The Town of Medway is supporting increased density and providing local funds for the project.

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

The Medway Housing Production Plan (which was approved by DHCD in January 2016), identifies several goals for the Town, which Glen Brook Way accomplishes:

- Identify land and existing housing units for purchase, development or conversion as affordable ownership or rental.

- Consider additional options for duplexes and multi-family housing.



**III. MUNICIPAL CONTACT INFORMATION**

Chief Elected Official

Name Glenn Trindade, Chairman Board of Selectmen  
Address 155 Village St., Medway, MA 02053  
Phone (508) 208-8299  
Email glenntrindade@verizon.net

Town Administrator/Manager

Name Michael Boynton, Town Administrator  
Address 155 Village St., Medway, MA 02053  
Phone (508) 533-3200  
Email mboynton@townofmedway.org

City/Town Planner (if any)

Name Stephanie Mercandetti, Director Community & Economic Development  
Address 155 Village St., Medway, MA 02053  
Phone (508) 321-4918  
Email smercandetti@townofmedway.org

City/Town Counsel

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Chairman, Local Housing Partnership (if any)

Name Ann Sherry  
Address 155 Village St., Medway, MA 02053  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Community Contact Person for this project

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**IV. DEVELOPMENT TEAM INFORMATION (include all development members)**

**Developer**

Name Metro West Collaborative Development, Inc.  
Address 79-B Chapel St., Newton, MA 02458  
Phone 617-923-3505 x 4  
Email jvc@metrowestcd.org  
Tax ID 22-3073668

**Contractor**

Name Dellbrook | JKS  
Address One Adams Pl., 859 Willard St., Quincy, MA 02169  
Phone 781-380-1620  
Email MFish@dellbrookjks.com  
Tax ID 20-2862860

**Architect**

Name Meander Studios  
Address 60 Caldwell Rd., Waltham, MA 02453  
Phone 617-283-3241  
Email mwolfson@studiomeander.com  
Tax ID 45-4933844

**Engineer**

Name Merrill Engineers & Land Surveyors  
Address 427 Columbia Rd., Hanover, MA 02339  
Phone 781-826-9200  
Email jbows@merrillinc.com  
Tax ID 46-4044775

**Attorney**

Name Klein & Hornig  
Address 101 Arch St., Suite 1101, Boston, MA 02110  
Phone 617-224-0622  
Email WMatsuyasu@kleinhornig.com  
Tax ID 02-0614142

**Housing Consultant**

Name Dan Violi  
Address 44 Harrison St., Newton, MA 02461  
Phone 617-559-9888  
Email dvioli1@verizon.net  
Tax ID \_\_\_\_\_

**Marketing/Lottery Agent**

Name Metro West Collaborative Development, Inc.  
Address 79-B Chapel St., Newton, MA 02458  
Phone 617-923-3505 x 4  
Email jvc@metrowestcd.org  
Tax ID 22-3073668

## TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Metro West Collaborative Development, Inc.

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	St. Joseph Hall	1060 Belmont	Marshall Home	40 River St.
Community Address:	2 Rosary Dr. Watertown, MA	1060 Belmont St., Watertown, MA	Mt. Auburn St., Watertown, MA	40 River St., Norwell, MA
Housing Type:	rental	rental	rental	rental
Number of Units:	25	18	10	18
Total Development Costs:	\$5.4 million	\$5.5 million	\$2.4 million	\$6 million
Subsidy Program (if applicable):	LIHTC, FCF, AHT, HOME, FHLB	LIHTC, CBH, HOME, FHLB	HOME	CPA, AFHT, HIF
Date Completed:	December 2013	October 2010	November 2005	In design phase
Reference: Name and Telephone #:	Sara Barcan, CEDAC, 617-727-5944	Sara Barcan, CEDAC, 617-727-5944	Andrea Adams, Watertown Planning Dept. 617-972-6417	Peter Shea, Norwell Housing Trust (781) 953-3186

2. Contractor: Dellbrook | JKS

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	St. Polycarp Village	Commons at Southfield	625 McGrath Highway	Benfield Farms
Community Address:	Somerville, MA	Weymouth, MA	Somerville, MA	Carlisle, MA
Housing Type:	Multi-family rental	Multi-family rental	Multi-family rental	Senior rental
Number of Units:	29	65	34	26
Total Development Costs:	Const. value: \$6.4 million	Const. value: \$11.8 million	Const. value: \$6.2 million	Const. value: \$6.5 million
Subsidy Program (if applicable):	LIHTC, Sec. 8	Market rate	Various local and state	LIHTC, CPA, Sec. 8
Date Completed:	2013	2014	2014	2014
Reference: Name and Telephone #:	Dan Lamb 617-628-5700	Peter Mahoney 781-849-7111	Mark Barer 617-456-3308	Toby Kramer 617-518-8259

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies?  Yes  No

If yes, please explain. Metro West CD is a MassHousing approved Chapter 40B Monitoring Agent and has participated in 15 projects involving 100+ affordable units over the past five years. Metro West CD has also provided support to several non-profits and municipalities in their LIP and LAU applications including: LexHAB's Fairview project in Lexington; Town of Weston's Warren Ave. project; CAN-DO's Taft Ave. project and the Town of Watertown's Riverbank Lofts project.

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed?  Yes  No

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Executive Director (Title) of Metro West Collaborative Development, Inc. (Legal Name of Applicant) and that the information requested below for the project known as Glen Brook Way (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer \_\_\_\_\_

Date \_\_\_\_\_

**V. PROJECT INFORMATION**

1.	Type of Housing:	Total Number of Units
	Single-Family House	_____
	Condo	_____
	Rental	48 _____
	Other	_____

2. Total Number of Units            Affordable 48            Market 0

3.	Project Style:	Total Number of Units
	Detached single-family house	_____
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	48 _____
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes  No   
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:  
 Buildings 13%            Parking & Paved Areas 26%  
 Usable Open Space 44%            Unusable Open Space 17%

6. Is any portion of the project designed for non-residential use? No  
 If yes, explain the non-residential uses. \_\_\_\_\_

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?  
The project will result in a significantly higher density than would otherwise be allowed and therefore more efficiently provides expanded housing opportunities to low and moderate income households in Medway. The project will also protect the sensitive land near the Hopping Brook while creating opportunities for the residents of the development to enjoy a beautiful open space amenity.

B. How will the project maximize energy efficiency and meet Energy Star Standards? The project will meet or exceed the insulation levels required in the anticipated MA Building Code 9<sup>th</sup> edition. On demand water heaters shall be provided at each apartment. All windows, appliances, and light fixtures shall be Energy Star qualified.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?  
Water conserving fixtures shall be used in bathrooms and kitchens. Fresh air shall be provided continuously through Energy Star rated fans in kitchens and bathrooms. Landscaping shall be low-maintenance and drought-tolerant. Low or no VOC adhesives and paints will be used. The project will specify construction materials that do not contain formaldehydes.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes  No If yes, explain.

---

---

---

B. Has the municipality denied a permit on another proposal for this site within the last 12 months?  Yes  No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site?  Yes  No  
If yes, explain.

---

---

---

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	<u>16</u>	<u>1</u>	<u>1</u>	<u>600</u>	<u>1.5</u>	<u>\$994</u>	_____	<input type="checkbox"/> # <u>1</u>
	<u>21</u>	<u>2</u>	<u>1</u>	<u>850</u>	<u>1.5</u>	<u>\$1192</u>	_____	<input type="checkbox"/> # <u>1</u>
	<u>11</u>	<u>3</u>	<u>2</u>	<u>1000</u>	<u>1.5</u>	<u>\$1377</u>	_____	<input type="checkbox"/> # <u>1</u>
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

**VI. SITE INFORMATION**

1. Total Acreage 3.17 Total Buildable Acreage 1.79

2. Describe the current and prior uses of the subject site: The site is empty land. It was most recently part of a large single family home lot and in the past contained a horse barn. There are no buildings and the site is mostly open field.

Existing buildings on site? Yes  No

If yes, describe plans for these buildings: The existing building will be demolished.

---

3. Current Zoning Classification:

Residential AR II (minimum lot size) 22,500 sq. ft.

Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Other \_\_\_\_\_

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes  No  If yes, how many acres are wetlands? .54 AC

If yes, attach map of site noting wetland areas.

Is map attached?  Yes  No

5. Is the site located within a designated flood hazard area?

Yes  No  .68 acres is located within the AE Zone

If yes, please attach a map of the site with flood plain designations.

Is map attached?  Yes  No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes  No

7. Is the site within a Historic District? Yes  No

If yes, describe the architectural, structural and landscape features of the area:

---

---

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes  No  If yes, please explain: \_\_\_\_\_

9.  Indicate which utilities are available to the site:

Public Sewer

Private Septic

Public Streets

Public Water

Private Wells

Private Ways

Natural Gas

Electricity

On-site Sewer Treatment Facility

Other  Explain: \_\_\_\_\_



10. Describe any known or suspected hazardous waste sites on or within a ½ mile radius of the project site. None
11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing.  Yes  No
12. What waivers will be requested under the comprehensive permit? List to be drafted
13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.
- A.  Owned by Developer \_\_\_\_\_
- B.  Under Purchase and Sale Agreement \_\_\_\_\_
- C.  Under Option \_\_\_\_\_

Seller: Estate of Barbara Ashman Parcel A, and Summit Home Builders Parcel B  
Buyer: Metro West Collaborative Development, Inc.

Is there an identity of interest between the Buyer and Seller? If yes, please explain:

\_\_\_\_\_

Date of Agreement 2016      Expiration Date 6/30/17

Extensions granted? Yes  No       Date of Extension \_\_\_\_\_

Purchase Price \$300,000 for parcel A and \$358,000 for parcel B

## VII. DESIGN AND CONSTRUCTION

### 1. Drawings

Please submit one set of drawings.

#### Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

#### Site plan showing:

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable)

#### Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

2. **Construction Information**

<b><u>Foundations</u></b>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade			Unfinished	<u>0</u>	<u>48</u>
Crawl Space	_____	_____	Finished	<u>0</u>	<u>0</u>
Full Basement	<u>0</u>	<u>48</u>	Other	_____	_____
<b><u>Exterior Finish</u></b>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	_____	_____	Outdoor	<u>0</u>	<u>48</u>
Vinyl	_____	_____	Covered	_____	_____
Brick	_____	_____	Garage	_____	_____
Fiber Cement	<u>0</u>	<u>48</u>	Bicycle	_____	_____
Other	_____	_____			

**Heating System**

Fuel:  Oil  Gas  Electric  Other

Distribution method (air, water, steam, etc.): air

**Energy Efficient Materials**

Describe any energy efficient or sustainable materials used in construction:

The project will specify wood that is certified by the Forestry Stewardship Council. Concrete will be specified using GreenSpec recommendations for reusable content and tolerances. Windows will meet or exceed the energy code requirements of the Mass Building Code 9<sup>th</sup> Edition..

**Modular Construction**

If modular construction will be used, explain here:

Will be explored.

**Amenities**

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.

n/a

## VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: The site is located in a AR-II district and thus the neighborhood is primarily single family homes. A significant immediate abutter is the Exelon Energy facility.

2. What is the prevailing zoning in the surrounding neighborhood?  
AR-II, single family homes.

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?

The site will be considerably more dense than the neighborhood, however the design of each building will incorporate elements from the Town's Design Review guidelines. The site is also set back from the road and significantly landscaped so as to minimize visual impact from the street.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.

The site is equidistant from routes 126 and 109 which both have access to Rte. 495. At those intersections, which are approximately 2.5 miles from the site there are significant shopping amenities. The site is 3 miles from Town Hall, the high school/middle school complex as well as 3 miles from the elementary school. The site is 1.5 miles to the Medway Public Library and 1.6 miles to Choate Park where there is a playground, ball fields, tennis courts and walking trails.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).

The project will result in a higher density than would otherwise be allowed.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.

No, the site is not located near public transit. However, the Town of Medway provides a shuttle service from two locations in town to the Norfolk Train Station, providing public transit to downtown Boston. The shuttle provides three trips to Norfolk in the morning and three trips from Norfolk in the afternoon. The shuttle has a suggested donation of \$1 per ride.

## IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: The Town of Medway has pledged \$1 million in local funds to this project. Additional subsidies will be requested from DHCD during the next One Stop round.

Describe the form of financial surety to be used to secure the completion of cost certification for this project Metro West CD is a non-profit corporation.

**X. PROJECT FEASIBILITY**

The section is for developers of home ownership projects.

Developers of multi-family rental projects must use the One Stop Application at <http://www.mhlc.com> and complete Section 3 Sources and Uses and Section 4 Pro Forma.

Ownership Pro Forma (Not Applicable)

	Total Costs	Per Unit	Per Sq. Ft.	% of Total
(a) Site Acquisition	\$ _____	\$ _____	\$ _____	\$ _____
<b>Hard Costs:</b>	\$ _____	\$ _____	\$ _____	\$ _____
Earth Work	\$ _____	\$ _____	\$ _____	\$ _____
Site Utilities	\$ _____	\$ _____	\$ _____	\$ _____
Roads & Walks	\$ _____	\$ _____	\$ _____	\$ _____
Site Improvement	\$ _____	\$ _____	\$ _____	\$ _____
Lawns & Planting	\$ _____	\$ _____	\$ _____	\$ _____
Demolition	\$ _____	\$ _____	\$ _____	\$ _____
Unusual Site Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(b) Total Site Work	\$ _____	\$ _____	\$ _____	\$ _____
Concrete	\$ _____	\$ _____	\$ _____	\$ _____
Masonry	\$ _____	\$ _____	\$ _____	\$ _____
Metals	\$ _____	\$ _____	\$ _____	\$ _____
Carpentry	\$ _____	\$ _____	\$ _____	\$ _____
Roofing & Insulation	\$ _____	\$ _____	\$ _____	\$ _____
Doors & Windows	\$ _____	\$ _____	\$ _____	\$ _____
Interior Finishes	\$ _____	\$ _____	\$ _____	\$ _____
Cabinets & Appliances	\$ _____	\$ _____	\$ _____	\$ _____
Plumbing & HVAC	\$ _____	\$ _____	\$ _____	\$ _____
Electrical	\$ _____	\$ _____	\$ _____	\$ _____
(c) Total Construction	\$ _____	\$ _____	\$ _____	\$ _____
(d) General Conditions	\$ _____	\$ _____	\$ _____	\$ _____
<b>(e) Subtotal Hard Costs (a+b+c+d)</b>	\$ _____	\$ _____	\$ _____	\$ _____
(f) Contingency	\$ _____	\$ _____	\$ _____	\$ _____
<b>(g) Total Hard Costs (e+f)</b>	\$ _____	\$ _____	\$ _____	\$ _____

**Soft Costs:**

Permits/Surveys	\$	\$	\$	\$
Architectural	\$	\$	\$	\$
Engineering	\$	\$	\$	\$
Legal	\$	\$	\$	\$
Bond Premium	\$	\$	\$	\$
Real Estate Taxes	\$	\$	\$	\$
Insurance	\$	\$	\$	\$
Security	\$	\$	\$	\$
Developer's Overhead	\$	\$	\$	\$
General Contractor's Overhead	\$	\$	\$	\$
Construction Manager	\$	\$	\$	\$
Property Manager	\$	\$	\$	\$
Construction Interest	\$	\$	\$	\$
Financing/Application Fees	\$	\$	\$	\$
Utilities	\$	\$	\$	\$
Maintenance (unsold units)	\$	\$	\$	\$
Accounting	\$	\$	\$	\$
Marketing	\$	\$	\$	\$
<b>(h) Subtotal Soft Costs</b>	\$	\$	\$	\$
<b>(i) Contingency</b>	\$	\$	\$	\$
<b>(j) Total Soft Costs (h+i)</b>	\$	\$	\$	\$
<b>(k) Total Development Costs (g+j)</b>	\$	\$	\$	\$

Profit Analysis (should conform to the pro forma)

Metro West CD is a non-profit developer subject to DHCD overhead/fee caps.

Sources:

Affordable projected sales \$ \_\_\_\_\_

Market sales \$ \_\_\_\_\_

Public grants \$ \_\_\_\_\_

**(A) Total Sources** \$ \_\_\_\_\_

Uses:

Construction Contract Amount \$ \_\_\_\_\_

**(B) Total Development Costs** \$ \_\_\_\_\_

Profit:

**(C) Total Profit (A-B)** \$ \_\_\_\_\_

**(D) Percentage Profit (C/B)** \$ \_\_\_\_\_

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage \_\_\_\_\_

Residential Construction Cost per Sq. Ft. \$ \_\_\_\_\_

Total Hard Costs per Sq. Ft. \$ \_\_\_\_\_

Total Development Costs per Sq. Ft. \$ \_\_\_\_\_

Sales per Sq. Ft. \$ \_\_\_\_\_

(do not include proceeds from public grants)



**XI. DEVELOPMENT SCHEDULE**

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>48</u>	_____	_____	<u>10</u>
Number of market units	<u>0</u>	_____	_____	<u>8</u>
Total by phase	<u>48</u>	_____	_____	<u>18</u>

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>5/17</u>	_____	_____	_____
Construction start	<u>3/18</u>	_____	_____	_____
Marketing start – affordable units	<u>1/19</u>	_____	_____	_____
Marketing start – market units	<u>n/a</u>	_____	_____	_____
Construction completed	<u>3/19</u>	_____	_____	_____
Initial occupancy	<u>5/19</u>	_____	_____	_____

## **XII. MARKETING OUTREACH AND LOTTERY**

### **Affirmative Fair Housing Marketing Plan:**

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.

### XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1.  Letter of support signed by Chief Elected Officer of municipality
2.  Letter of support from local housing partnership (if applicable)
3.  Signed letter of interest from a construction lender
4.  Map of community showing location of site
5.  Check payable to DHCD
6.  Rationale for calculation of affordable purchase prices or rents (see Instructions)
7.  Copy of site control documentation (deed or Purchase & Sale or option agreement)
8.  Last arms length transaction or current appraisal under by-right zoning
9.  21E summary (if applicable)
10.  Photographs of existing building(s) and/or site
11.  Site Plan showing location of affordable units
12.  Sample floor plans and/or sample elevations
13.  Proposed marketing and lottery materials

## Section 3 SOURCES AND USES OF FUNDS

### Sources of Funds

**Private Equity:**

81 . Developer's Cash Equity	\$
82 . Tax Credit Equity (net amount) (See line 360, Section 5, page 18.)	\$9,500,000
83 . Developer's Fee/Overhead, Contributed or Loaned	\$
84 . Other Source: State LIHTC as Sponsor Loan	\$1,551,250

*Optional user calculations*

Federal LIHT	QAP max allocation	1,000,000
	x 10 yr.	10
		10,000,000
Yield	0.95	9,500,000
State LIHTC	Allocation(QAP max)	425,000
	x 5 yrs.	2,125,000
Yield	0.73	1,551,250

**Public Equity:**

85 . HOME Funds, as Grant	\$
86 . Grant:	\$
87 . Grant:	\$
88 . Total Public Equity	\$0

**Subordinate Debt (see definition):**

	Amount	Rate	Amortiz.	Term
89 . Home Funds-DHCD, as Subordinate Debt	\$0	%	yrs.	yrs.
Source:				
90 . Home Funds-Local, as Subordinate Debt	\$1,000,000	0.00%	30	30
Source: Medway CPC				
91 . Subordinate Debt	\$607,372	%	yrs.	yrs.
Source: DHCD HSF				
92 . Subordinate Debt	\$1,000,000	%	yrs.	yrs.
Source: Masshousing AHTF				
93 . Subordinate Debt	\$0	%	yrs.	yrs.
Source:				
94 . Total Subordinate Debt	\$2,607,372			

**Permanent Debt (Senior):**

	Amount	Rate	Override	Amortiz.	Term	MIP
95 . MHFA MHFA Program 1	\$	%	%	yrs.	yrs.	%
96 . MHFA MHFA Program 2	\$	%	%	yrs.	yrs.	%
97 . MHP Fund Permanent Loan	\$	%		yrs.	yrs.	%
98 . Other Permanent Senior Mortgage	\$2,800,000	5.50%		30.00	20.00	%
Source: to be determined						
99 . Other Permanent Senior Mortgage	\$	%		yrs.	yrs.	%
Source:						
100 . Total Permanent Senior Debt	\$2,800,000					

101 . Total Permanent Sources \$16,458,622

**Construction Period Financing:**

	Amount	Rate	Term
102 . Construction Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		
103 . Other Interim Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		
104 . Syndication Bridge Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		

**Uses of Funds**

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

**Direct Construction:**

105 . Who prepared the estimates?

Name Signature

106 . Basis for estimates?

	DV	Trade Item	Amount	Description
107 .	3	Concrete		
108 .	4	Masonry		
109 .	5	Metals		
110 .	6	Rough Carpentry		
111 .	6	Finish Carpentry		
112 .	7	Waterproofing		
113 .	7	Insulation		
114 .	7	Roofing		
115 .	7	Sheet Metal and Flashing		
116 .	7	Exterior Siding		
117 .	8	Doors		
118 .	8	Windows		
119 .	8	Glass		
120 .	9	Lath & Plaster		
121 .	9	Drywall		
122 .	9	Tile Work		
123 .	9	Acoustical		
124 .	9	Wood Flooring		
125 .	9	Resilient Flooring		
126 .	9	Carpet		
127 .	9	Paint & Decorating		
128 .	10	Specialties		
129 .	11	Special Equipment		
130 .	11	Cabinets		
131 .	11	Appliances		
132 .	12	Blinds & Shades		
133 .	13	Modular/Manufactured		
134 .	13	Special Construction		
135 .	14	Elevators or Conveying Syst.		
136 .	15	Plumbing & Hot Water		
137 .	15	Heat & Ventilation		
138 .	15	Air Conditioning		
139 .	15	Fire Protection		
140 .	16	Electrical		
141 .		Accessory Buildings		
142 .		Other/misc		
143 .		<b>Subtotal Structural</b>	\$0	
144 .	2	Earth Work		
145 .	2	Site Utilities		
146 .	2	Roads & Walks		
147 .	2	Site Improvement		
148 .	2	Lawns & Planting		
149 .	2	Geotechnical Conditions		
150 .	2	Environmental Remediation		
151 .	2	Demolition		
152 .	2	Unusual Site Cond		
153 .		<b>Subtotal Site Work</b>	\$0	
154 .		<b>Total Improvements</b>	\$0	
155 .	1	General Conditions	\$0	
156 .		<b>Subtotal</b>	\$0	
157 .	1	Builders Overhead	\$0	
158 .	1	Builders Profit		
159 .		<b>TOTAL</b>	<b>\$11,103,000</b>	

160 Total Cost/square foot:  Residential Cost/s.f.:

**Development Budget:**

	Total	Residential	Commercial	Comments
161 . Acquisition: Land	\$650,000	\$650,000		
162 . Acquisition: Building	\$0			
163 . <b>Acquisition Subtotal</b>	\$650,000	\$650,000	\$0	
164 . Direct Construction Budget	\$11,103,000	\$11,103,000		(from line 159)
165 . Construction Contingency	\$586,900	\$586,900		5.3% of construction
166 . <b>Subtotal: Construction</b>	\$11,689,900	\$11,689,900	\$0	

**General Development Costs:**

167 . Architecture & Engineering	\$935,192	\$935,192		
168 . Survey and Permits	\$140,279	\$140,279		
169 . Clerk of the Works	\$50,000	\$50,000		
170 . Environmental Engineer	\$17,500	\$17,500		
171 . Environmental Remed. Allow	\$100,000	\$100,000		
172 . Legal	\$100,000	\$100,000		
173 . Title and Recording	\$35,000	\$35,000		
174 . Accounting & Cost Cert.	\$35,000	\$35,000		
175 . Marketing and Rent Up	\$50,000	\$50,000		
176 . Real Estate Taxes	\$25,000	\$25,000		
177 . Insurance	\$45,000	\$45,000		
178 . Relocation	\$0	\$0		
179 . Appraisal	\$15,000	\$15,000		
180 . Security	\$0	\$0		
181 . Construction Loan Interest	\$240,000	\$240,000		
182 . Inspecting Engineer	\$36,000	\$36,000		
183 . Fees to: const loan fee	\$53,000	\$53,000		
184 . Fees to: perm loan fee	\$28,000	\$28,000		
185 . Acquisition	\$66,000	\$66,000		
186 . Predevelopment loan interest	\$18,000	\$18,000		
187 . Letter of Credit Fees	\$0			
188 . Other Financing Fees	\$3,000	\$3,000		dhcd app fees
189 . Development Consultant	\$50,000	\$50,000		
190 . Other: lender legal	\$15,000	\$15,000		
191 . Other: tax credit fees	\$55,625	\$55,625		
192 . Soft Cost Contingency	\$105,630	\$105,630		5.0% of soft costs
193 . <b>Subtotal: Gen. Dev.</b>	\$2,218,226	\$2,218,226	\$0	

194 . <b>Subtotal: Acquis., Const. and Gen. Dev.</b>	\$14,558,126	\$14,558,126	\$0	
------------------------------------------------------	--------------	--------------	-----	--

195 . Capitalized Reserves	\$330,496	\$330,496		
196 . Developer Overhead	\$785,000	\$785,000		
197 . Developer Fee	\$785,000	\$785,000		

198 . <b>Total Development Cost</b>	\$16,458,622	\$16,458,622	\$0	<b>TDC per unit</b>	\$342,888
-------------------------------------	--------------	--------------	-----	---------------------	-----------

199 . <b>TDC, Net</b>	\$16,128,126	\$16,128,126	\$0	<b>TDC, Net per unit</b>	\$336,003
-----------------------	--------------	--------------	-----	--------------------------	-----------

**Additional Detail on Development Pro-Forma:**

200 . Gross Syndication Investment

**Off-Budget Costs:**

**Syndication Costs:**

201 . Syndication Legal

202 . Syndication Fees

203 . Syndication Consultants

204 . Bridge Financing Costs

205 . Investor Servicing (capitalized)

206 . Other Syndication Expenses

207 . Total Syndication Expense

208 . Current Reserve Balance

**Reserves (capitalized):**

209 . Development Reserves

210 . Initial Rent-Up Reserves

211 . Operating Reserves

212 . Net Worth Account

213 . Other Capitalized Reserves

214 . Subtotal: Capitalized Reserves

215 . Letter of Credit Requirements

216 . Total of the Above

**Error: The total on line 214 is different from the capitalized reserves shown on line 195.**

Please Answer The Following	Dev. Reserves	Initial Rent-Up	Op. Reserves	Net Worth	Other	Letter of Credit
Who requires the reserves?						
Who administers the reserves?						
When and how are they used?						
Under what circumstances can they be released?						

**Unit Sales (For Sale Projects Only):**

217 . Gross Sales From Units

218 . Cost of Sales (Commissions, etc.)

219 . Net Receipt from Sales

**Debt Service Requirements:**

220 . Minimum Debt Service Coverage

221 . Is this Project subject to HUD Subsidy Layering Review?

*Optional user comments*

## Section 4 OPERATING PRO-FORMA

Operating Income				
Rent Schedule:	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
222 . Low-Income (Rental Assisted):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom	\$1,387		\$1,387	2
2 bedrooms	\$1,724		\$1,724	5
3 bedrooms	\$2,140		\$2,140	1
4 bedrooms			\$0	0
223 . Low-Income (below 50%):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
224 . Low-Income (below 60%):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom	\$994		\$994	14
2 bedrooms	\$1,192		\$1,192	14
3 bedrooms	\$1,377		\$1,377	10
4 bedrooms			\$0	0
225 . Other Income 30%	Below 30% of the median income for the region			
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms	\$1,392		\$1,392	2
3 bedrooms			\$0	0
4 bedrooms			\$0	0
226 . Market Rate (unrestricted occupancy):				
SRO				0
0 bedroom				0
1 bedroom				0
2 bedrooms				0
3 bedrooms				0
4 bedrooms				0
<b>Commercial Income:</b>				
227 . Square Feet:	0	@	(average) /square foot =	\$0
<b>Parking Income:</b>				
228 . Spaces:	72	@	(average) /month x 12 =	\$0





Operating Expenses				
Annual Operating Exp.:	Total	Residential	Commercial	Comments
250 . Management Fee	\$34,500	\$34,500		
251 . Payroll, Administrative	\$0			
252 . Payroll Taxes & Benefits, Admin.	\$0			
253 . Legal	\$0			
254 . Audit	\$0			
255 . Marketing	\$0			
256 . Telephone	\$0			
257 . Office Supplies	\$0			
258 . Accounting & Data Processing	\$0			
259 . Investor Servicing	\$0			
260 . DHCD Monitoring Fee	\$0			
261 . Other:	\$0			
262 . Other:	\$0			
263 . <b>Subtotal: Administrative</b>	<b>\$98,000</b>	<b>\$98,000</b>	<b>\$0</b>	
264 . Payroll, Maintenance	\$0			
265 . Payroll Taxes & Benefits, Admin.	\$0			
266 . Janitorial Materials	\$0			
267 . Landscaping	\$0			
268 . Decorating (inter. only)	\$0			
269 . Repairs (inter. & ext.)	\$0			
270 . Elevator Maintenance	\$0			
271 . Trash Removal	\$0			
272 . Snow Removal	\$0			
273 . Extermination	\$0			
274 . Recreation	\$0			
275 . Other:	\$0			
276 . <b>Subtotal: Maintenance</b>	<b>\$117,600</b>	<b>\$117,600</b>	<b>\$0</b>	
277 . <b>Resident Services</b>	<b>\$24,500</b>	<b>\$24,500</b>		
278 . <b>Security</b>	<b>\$0</b>			
279 . Electricity	\$0			
280 . Natural Gas	\$49,000	\$49,000		
281 . Oil	\$44,100	\$44,100		
282 . Water & Sewer	\$22,050	\$22,050		
283 . <b>Subtotal: Utilities</b>	<b>\$115,150</b>	<b>\$115,150</b>	<b>\$0</b>	
284 . <b>Replacement Reserve</b>	<b>\$16,800</b>	<b>\$16,800</b>		
285 . <b>Operating Reserve</b>	<b>\$0</b>			
286 . Real Estate Taxes	\$36,750	\$36,750		
287 . Other Taxes	\$0			
288 . Insurance	\$22,050	\$22,050		
289 . MIP	\$0	\$0		
290 . Other:	\$0			
291 . <b>Subtotal: Taxes, Insurance</b>	<b>\$58,800</b>	<b>\$58,800</b>	<b>\$0</b>	
292 . <b>TOTAL EXPENSES</b>	<b>\$465,350</b>	<b>\$465,350</b>	<b>\$0</b>	

**Other Operating Expense Assumptions**

**Trending Assumptions for Expenses**

	Year 2	Year 3	Years 4-5	Years 6-20
293 . Sewer & Water .....	3.0%	3.0%	3.0%	3.0%
294 . Real Estate Taxes .....	2.5%	2.5%	2.5%	2.5%
295 . All Other Operating Expenses .....	3.0%	3.0%	3.0%	3.0%

**Reserve Requirements:**

296 . Replacement Reserve Requirement	\$350.00	per unit per year
297 . Operating Reserve Requirement		per unit per year

**Debt Service:**

		Annual Payment
298 . MHFA	MHFA Program 1	N/A
299 . MHFA	MHFA Program 2	N/A
300 . MHP Fund Permanent Loan		N/A
301 . Other Permanent Senior Mortgage		\$190,777
	Source: N/A	
302 . Other Permanent Senior Mortgage		N/A
	Source: N/A	
303 . Total Debt Service (Annual)		\$190,777
304 . Net Operating Income		\$226,391 (in year one)
305 . Debt Service Coverage		1.19 (in year one)

**Affordability: Income Limits and Maximum Allowable Rents**

306 . County	NORFOLK	MSA	Boston-Cambridge-Quincy, MA-NH
This MSA does not match the county you have chosen			
307 . Maximum Allowed Rents, by Income, by Unit Size:		Income Limits last updated on	12/9/2016

	Maximum Income			Maximum Rent (calculated from HUD income data)		
	50%	60%	30%	50%	60%	30%
SRO	\$34,500	\$41,350	\$20,700	\$863	\$1,034	\$518
0 bedroom	\$34,500	\$41,350	\$20,700	\$863	\$1,034	\$518
1 bedroom	\$36,950	\$44,350	\$22,150	\$924	\$1,109	\$554
2 bedrooms	\$44,350	\$53,200	\$26,600	\$1,109	\$1,330	\$665
3 bedrooms	\$51,200	\$61,450	\$30,750	\$1,280	\$1,536	\$769
4 bedrooms	\$57,150	\$68,550	\$34,300	\$1,429	\$1,714	\$858
Area median income for a family of	\$98,500					

**308 . H.U.D. "Fair Market Rents" (Maximum):**

0 bedroom	\$1,071
1 bedroom	\$1,196
2 bedrooms	\$1,494
3 bedrooms	\$1,861
4 bedrooms	\$2,023
5 bedrooms	\$2,326

FMR Information last updated on 12/9/2016

Operations before this transaction:				Operations after:			
Type	Number	Current Rent	Annualized Income	Number	Future Rents	Market Rent GPR	
309 . SRO	0	0	0	0	0	0	0
310 . 0 bedroom	0	0	0	0	0	0	0
311 . 1 bedroom	16	0	0	16	0	0	0
312 . 2 bedrooms	21	0	0	21	0	0	0
313 . 3 bedrooms	11	0	0	11	0	0	0
314 . 4 bedrooms	0	0	0	0	0	0	0
315 . Gross Potential Rental Income			0				0
316 . Vacancy		0%	0	Vacancy	5%		-36,407
317 . Other Income			0	Other Income			0
318 . Effective Gross Income			0	Effective Gross Income			-36,407
<b>Operating Expenses</b>							
			Year	Reason	% Change		Year
319 . Management fee			0				34,500
320 . Administration			0				98,000
321 . Maintance/Operations			0				117,600
322 . Resident Services			0				24,500
323 . Security			0				0
324 . Utilities			0				115,150
325 . Replacement Reserve			0				16,800
326 . Operating Reserve			0				0
327 . Real Esate Taxes			0				36,750
328 . Insurance			0				22,050
329 . Total Expenses			0				465,350
330 . Net Operating Income			0	Net Operating Income			-501,757
<b>331 . Transaction Description:</b>							
<i>Optional user calculations</i>							

Letter of support: Chief Elected Officer

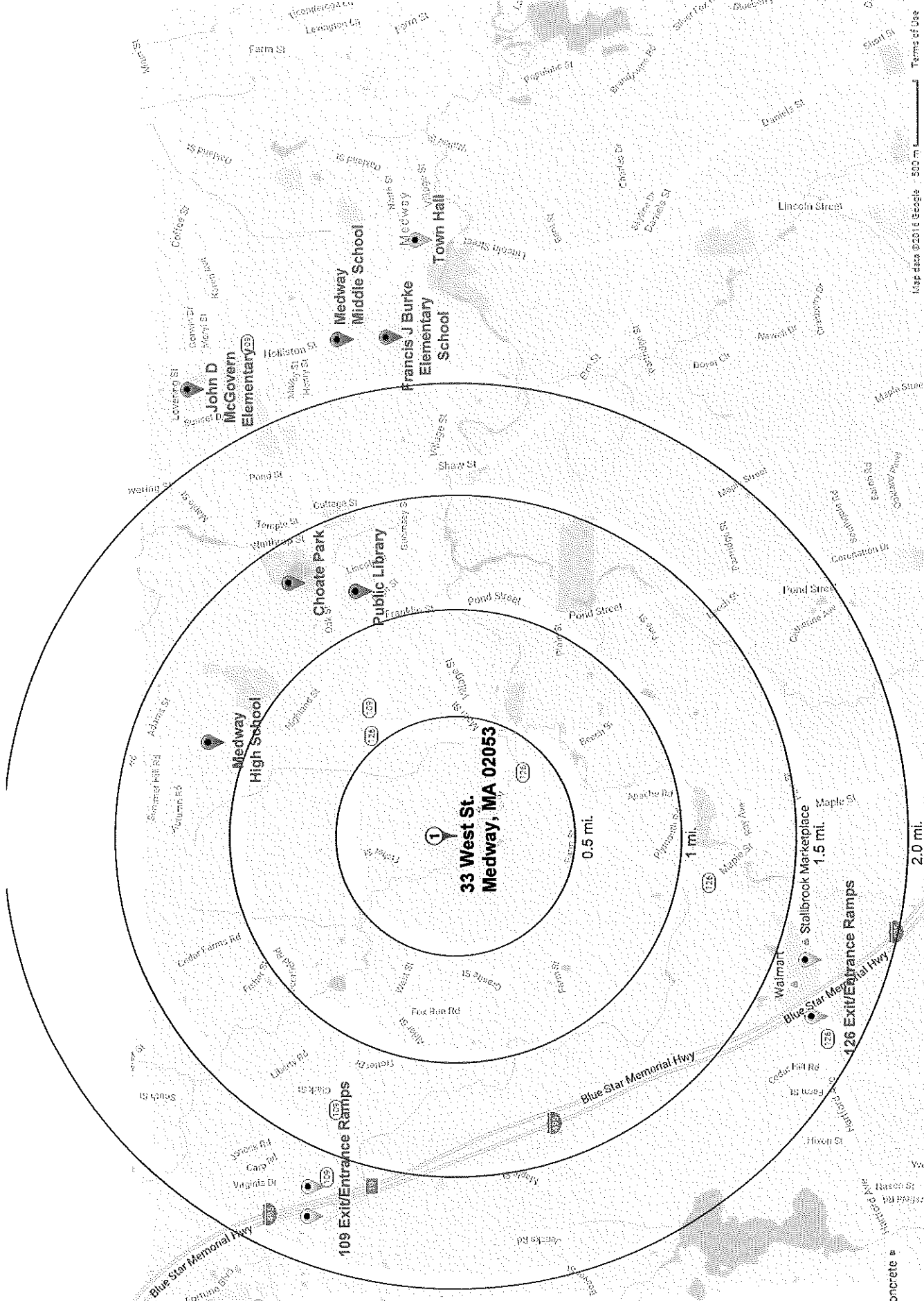
**Letter of support: Local Housing Partnership**

Letter of Interest: Construction Lender

lender letter



Map of Community



1  
33 West St.  
Medway, MA 02053

0.5 mi.

1 mi.

1.5 mi.

2.0 mi.

John D. McGovern Elementary

Medway Middle School

Francis J. Burke Elementary School

Town Hall

Choate Park

Public Library

Medway High School

Walmart

Stallbrook Marketplace

Blue Star Memorial Hwy

126 Exit/Eastern Hwy

109 Exit/Entrance Ramps

Map data ©2016 Google

500 m

Terms of Use

concrete

Rationale for Prices

### Rationale for Affordable Rents

The Glen Brook Way Project will target two levels of income eligibility (60% and 30% of the Area Median Income). The rents are based on those income limits, less a 10% marketing window:

	60% AMI 1-bed	# of Units	60% AMI 2-bed	# of Units	60% AMI 3-bed	# of Units	Total Units
Income limit assumption (bedroom count +1)	\$47,100	14 (+2*)	\$52,980	14 (+7*)	\$58,860	10 (+1*)	
LIHTC max rent	1,104		1,324		1,530		
Less 10%	110		132		153		
Maximum Rent	\$994	16	\$1,192	21	\$1,377	11	48

\*Project based voucher assisted units

**LIHTC Income Limits for 2016  
(Based on 2016 MTSP Income Limits)**

	Charts	60.00%	140.00%
1 Person		41,220	57,708
2 Person		47,100	65,940
3 Person		52,980	74,172
4 Person		58,860	82,404
5 Person		63,600	89,040
6 Person		68,280	95,592
7 Person		73,020	102,228
8 Person		77,700	108,780
9 Person		82,380	115,332
10 Person		87,120	121,968
11 Person		91,800	128,520
12 Person		96,540	135,156

**LIHTC Rent Limits for 2016  
(Based on 2016 MTSP/MI Income Limits)**

Bedrooms (People)	Charts	60.00%	FMR	HOME Low Rent	HOME High Rent
1 Bedroom (1.5)		1,104	1,261	923	1,255
2 Bedrooms (3.0)		1,324	1,567	1,108	1,508
3 Bedrooms (4.5)		1,530	1,945	1,280	1,733

# Site Control Documentation

PZ JR

OPTION TO PURCHASE

THIS OPTION TO PURCHASE (this "Agreement") is entered into as of April [15], 2016 (the "Effective Date") by and between SUMMIT HOME BUILDERS, INC., a Massachusetts corporation (the "Seller"), and METRO WEST COLLABORATIVE DEVELOPMENT, INC., a Massachusetts nonprofit corporation, and its assigns (the "Purchaser").

WHEREAS, Seller owns the land described on Exhibit A attached hereto incorporated herein by reference, which consists of three parcels (Parcel Nos. 65-025, 66-001 and 65-026) containing in the aggregate approximately 118,483 square feet, together with the buildings and improvements thereon (such land, buildings and improvements referred to as the "Property"), located at 0 1 and 3 Glenn Brook Way in Medway, Massachusetts;

WHEREAS, Seller desires to sell and grant to the Purchaser an option to purchase the Property (as hereinafter defined) as described herein below and on the further terms and conditions set forth herein.

NOW, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Grant of Option; Purchase Price; Closing Date.

Section 1.1 Grant of Option. In consideration of the sum of Eleven Thousand Dollars and no cents (\$11,000.00), receipt of which is hereby acknowledged, Seller does hereby give and grant unto Purchaser, the exclusive and irrevocable right, privilege, and option to purchase (an "Option"), under the conditions hereinafter provided, all of the Seller's right, title and interest in the Property.

Section 1.2 Purchase Price.

(a) Subject to the adjustments and apportionments as hereinafter set forth, the purchase price for the Property shall equal Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Purchase Price"); provided that the appraised value of the Property shall equal or exceed \$350,000, which shall be established by means of an appraisal to be obtained by the Purchaser, at the Purchaser's sole expense, within thirty (30) days following the Effective Date. The Purchase Price shall be paid as follows:

(i) Concurrent with the execution of the Offer to Purchase Real Estate dated as of March 30, 2016, Purchaser has previously deposited a "good faith deposit" in the amount of \$1,000.00 with Saint James Real Estate Advisors, LLC;

(ii) Upon execution of this Agreement, Purchaser shall deposit with [Marsh; Moriarty, Ontell, Golder Thomas L. McLaughlin P.C.] ("Escrow Agent") an

PZ JV

amount equal to Ten Thousand (\$10,000.00), which together with the so-called "good faith deposit" shall hereinafter be referred to as the "Option Payment";

(iii) On the Closing Date, Purchaser shall pay to Seller by wire transfer of immediately available Federal funds, certified, cashier's or treasurer's check or bank check, an amount equal to the Purchase Price, minus the sum of the Option Payment which Seller shall receive at Closing from Escrow Agent and Saint James Real Estate Advisors, LLC and plus or minus, as the case may require, closing prorations and adjustments to be made pursuant to Section 6.4 below.

(b) In the event Purchaser terminates this Option during the Option Period, the Option Payment shall be returned promptly to Purchaser and no further obligation shall exist between the parties.

Section 1.3 Closing Date. The transaction contemplated hereby shall close within thirty (30) days following the end of the Option Period, as hereinafter defined (the "Closing Date"). The Purchaser shall not be obligated to purchase the Property unless the Approvals have been obtained and, if the Approvals cannot be obtained for the Property through no fault of the Purchaser or Seller, the Agreement shall terminate with respect to the Property and neither party shall have recourse against the other in law or in equity on account of such termination; provided that Seller shall return the Option Payment to Purchaser within ten (10) days of delivery of notice to Seller of notice of termination of this Agreement. Prior to the end of the Option Period, the Option may be exercised by the Purchaser and this Agreement shall convert to a purchase and sale agreement.

Section 1.4 Approvals. Purchaser agrees to use commercially reasonable efforts to obtain all necessary approvals, and Seller agrees, to co-operate with Purchaser to obtain all necessary approvals (collectively, the "Approvals") from the Town of Medway, Massachusetts and other applicable Federal, state and local authorities to develop and to operate a multifamily affordable rental property on the Property (the "Project"); provided, however, that if Purchaser determines, in its reasonable discretion, after conducting due diligence and meeting with public officials and other interested private parties, that Purchaser is not likely to obtain the Approvals for the Project, then Purchaser shall have the right to terminate this Agreement. The Approvals shall include any Federal, state, or municipal permits or approvals deemed by Purchaser to be necessary to develop the Project with not less than [32] affordable rental housing units, including, without limitation, approval of a comprehensive permit in connection with the Project and compliance with the NEPA/Funding Regulations set forth in Section 4.6 hereof. The granting of the Approvals for the Project shall be a condition precedent to the Purchaser's obligation to close. The period from the Effective Date and the date upon which all Approvals are unconditionally secured (including all appeal periods having passed or if appealed, the dismissal of any such appeals) shall constitute the "Option Period."

ARTICLE 2  
Title and Survey



PZ JC

**Section 2.1 Title and Survey.** Within five (5) Days from the Effective Date, Seller shall advise Purchaser whether there have been any owner's or lender's title insurance commitments or policies issued in connection with the Property within the last 10 years and if so, provide legible copies of those commitments for policies as well as all documents listed as exceptions to title in such insurance commitments or policies and Seller shall also provide all existing surveys of the Property, to the extent that the same are in Seller's possession or control; and (b) Purchaser shall order title commitments or pro forma title policies (the "Title Commitments") and (at Purchaser's election) a survey of the Property (the "Survey").

**Section 2.2** Purchaser shall have until the end of the Study Period to give Seller a written notice that sets forth any objections that Purchaser has to title or survey matters affecting the Property and disclosed on the Title Commitments or the Survey (the "Purchaser Title Objections"). Seller shall use reasonable efforts to cure the Purchaser Title Objections before the Closing Date, provided that: (i) except for Voluntary Liens, Seller shall not be obligated to expend more than \$20,000 to effectuate such cure; and (ii) Seller shall in no event be required to bring suit to clear any claimed title or survey defects. If, despite such reasonable efforts, Seller is unable to cure the Purchaser Title Objections by the Closing Date, Purchaser shall have the option (in its sole discretion) of either (y) accepting the title as it then is or (z) terminating this Agreement, in which event this Agreement shall terminate and Purchaser and Seller shall have no further obligations or liabilities hereunder other than Purchaser's obligations under Section 3.1(b) and Section 3.3 and provided that Seller shall return the Option Payment to Purchaser within ten (10) days of delivery of notice to Seller of termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, all Voluntary Liens will be satisfied by Seller on or prior to the Closing Date or, if not so satisfied, shall be satisfied at Closing out of the proceeds otherwise payable to Seller and Purchaser shall have no obligation to give Seller any notice of objection with respect to any Voluntary Liens.

**ARTICLE 3**  
**Inspection and Audit**

**Section 3.1 Information and Access.**

(a) During the term of this Agreement, Seller shall promptly provide Purchaser with such information concerning the Property as Purchaser may reasonably request, to the extent that the same is in Seller's possession or control.

(b) During the term of this Agreement, Purchaser, personally or through its authorized agents or representatives ("Agents"), shall be entitled to enter upon the Property upon reasonable advance notice to Seller. Without limiting the foregoing, Purchaser shall have the right to make such investigations, including appraisals, engineering studies, soil tests, environmental studies, inquiry of governmental officials and underwriting analyses as Purchaser deems necessary or advisable, subject to the following limitations: (a) Purchaser shall give Seller written or telephonic notice at least two

PZ JVC

(2) business days (excluding Saturday, Sunday or any Federal or state holiday, a "Business Day") before conducting any inspections on the Property, and a representative of Seller shall have the right to be present when Purchaser or its Agents conduct any such inspections; (b) neither Purchaser nor its Agents shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental, geotechnical or similar tests, all of which shall promptly be repaired by Purchaser; (c) before entering upon the Property to conduct any tests thereon, Purchaser shall furnish to Seller such evidence of general liability insurance coverage naming Seller as an additional insured, in such amounts and insuring against such risks as Seller may reasonably request; and (d) Purchaser shall indemnify, hold harmless and defend the Seller against all costs (including reasonable attorneys' fees) and damage to the Property caused by the activities of Purchaser or its agents under this paragraph, provided; however, that such indemnity shall not include any costs or damages caused by (1) the acts of the Seller or its agents or representatives, (2) any claims of diminution in the value of the Property as a consequence of the results revealed by such tests and inspections or (3) any pre-existing condition of the Property, Purchaser agrees to that such testing and investigations will be as minimally invasive as is reasonable and customary, and that to the extent practicable, Purchaser will restore the Property after such testing to its former condition sufficient for its use at the time of such testing or investigation. The foregoing indemnification obligation shall survive the Closing or termination of this Agreement for a period of thirty (30) days, and no action or proceeding thereon shall be valid or enforceable, at law or in equity after said time periods. Purchaser also agrees to make a copy of any reports contemplated by this Section 3.1(b) that Purchaser commissions with respect to the Property available to the Seller, if requested by the Seller at no cost to the Seller.

**Section 3.2 Study Period.** Purchaser shall have the period for ninety (90) days from the Effective Date (the "Study Period") to undertake its investigation of the Property. At any time before the end of the first Business Day following the end of the Study Period, Purchaser may, in its absolute and unreviewable discretion determine the status of the Property unsatisfactory with respect to one or more matters, including without limitation: title and survey, environmental, soil conditions, utilities, historic/archeological/endangered species, wetlands, zoning and land use issues, and Purchaser then may terminate this Agreement by giving written notice thereof to Seller (the "Termination Notice"). In the event that Purchaser timely gives a Termination Notice, this Agreement shall automatically terminate and Seller and Purchaser shall have no further obligations or liabilities to each other hereunder other than Purchaser's obligations under Section 3.1(b) and Section 3.3 and further provided, provided that Seller shall return the Option Payment to the Purchaser within ten (10) days of delivery of notice to Seller of the termination of the Agreement.

**Section 3.3 Cooperation.** During the term of this Agreement, the Seller shall cooperate with the reasonable requests of the Purchaser, and shall direct its property managers, employees, contractors and consultants to cooperate with the reasonable requests of the Purchaser to obtain information concerning the Property.

**ARTICLE 4**  
**Conditions Precedent, Casualty Damage or Condemnation**

PZ JVC

**Section 4.1 Conditions Precedent Favoring Purchaser.** In addition to any other conditions precedent in favor of Purchaser set forth elsewhere in this Agreement, Purchaser's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only by written notice of such waiver from Purchaser to Seller:

(a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing;

(b) On the Closing Date, the representations of Seller set forth in Section 5.2 shall be true, complete and accurate;

(c) Purchaser shall have acquired or have the unconditional right to acquire the land and the improvements thereon located at 0, 1 and 3 Glenn Brook Way in Medway, Massachusetts as described on Exhibit A hereto;

(d) On the Closing Date, good and clear, record and marketable title to the Property shall be conveyed to Purchaser subject only to those permitted title exceptions to which Purchaser has agreed in writing (such exceptions referred to herein as the "Permitted Exceptions") and the Escrow Agent shall issue to Purchaser an extended coverage owner's and lender's title insurance policy (on the current ALTA Form B) in the amount of the Purchase Price plus any equity and debt on the Property, together with the endorsements as may be required by Purchaser or its lenders, insuring good and indefeasible fee simple title to the Property in Purchaser, subject only to the Permitted Exceptions and the standard printed exceptions, except that: (i) the exceptions for mechanic's liens, unrecorded easements and sovereign lands shall be deleted; (ii) the survey exception shall be limited to Permitted Exceptions; (iii) the exception relating to ad valorem taxes shall relate only to taxes not due and payable as of the Closing and owing for the year of Closing and subsequent years; (iv) the parties-in-possession exception shall be deleted except for the Permitted Exceptions; and (v) the exclusion relating to creditor's rights shall be deleted;

(e) On the Closing Date, (i) the Property shall be in the same condition that it is in now and free from tenants and occupants; (ii) there shall be no judicial or administrative or condemnation proceeding pending or threatened concerning the Property that was not disclosed in writing to Purchaser before the commencement of the Study Period; and (iii) the Property and the use and operation thereof shall comply in all material respects with all applicable legal requirements, except for any noncompliance that existed and of which the Purchaser had actual knowledge as of the commencement of the Study Period;

(f) Between the commencement of the Study Period and the Closing Date, there shall not have occurred any spill or release of Hazardous Materials at the Property that have not been fully remediated in accordance with all applicable laws to Purchaser's reasonable satisfaction;

PZ JVC

(g) Purchaser has obtained all Approvals necessary to build and operate a multifamily affordable rental project with no less than 32 housing units from and any/all applicable governmental agencies.

**Section 4.2 Conditions Precedent Favoring Seller.** In addition to any other condition precedent in favor of Seller set forth elsewhere in this Agreement, Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part only by written notice of such waiver from Seller to Purchaser:

(a) Purchaser shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Purchaser prior to or at the Closing; and

(b) On the Closing Date, the representations of Purchaser set forth in Section 5.2 shall be true, accurate and complete.

**Section 4.3 Risk of Loss.** Unless and until the Closing is completed, the risk of loss to the Property from casualty or condemnation shall be borne by Seller. In the event of a fire or other casualty, (A) Purchaser shall have the option to purchase the Property in accordance with the terms hereof without reduction in the Purchase Price (except for any applicable deductible that will reduce the insurance proceeds assigned to Purchaser at Closing) and (B) Seller shall assign to Purchaser at Closing all insurance proceeds paid or payable on account of such damage (and the amount of any deductible shall be credited against the Purchase Price). If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) Business Days after written notice to Purchaser of the casualty. If any insurance proceeds paid or payable on account of a fire or other casualty are to be assigned to Purchaser in accordance with the provisions of this Agreement, Seller shall cooperate as reasonably requested by Purchaser to effectuate such assignment (including, if necessary, prosecuting claims in Purchaser's name or for Purchaser's benefit) and Seller's obligation to so cooperate shall survive the Closing.

**Section 4.4 Condemnation.** Unless and until the Closing is completed, the risk of loss to the Property from condemnation shall be borne by Seller. If, at any time before completion of the Closing, a taking or condemnation (or proceeding in lieu thereof) is commenced or threatened in writing: (i) of all or substantially all of the Property; or (ii) of less than all or substantially all of the Property that: (1) causes the Property to fail to comply with legal requirements or any applicable Agreements; (2) materially impairs access to or egress from the Property; and/or (3) otherwise, in Purchaser's reasonable business judgment, results in a loss of value in excess of \$50,000 (any of the foregoing, a "Material Taking"). Purchaser may, at Purchaser's sole option, elect either to:

(a) terminate this Agreement; or

PZ JVC

- (b) purchase the Property subject to and in accordance with this Agreement.

In the event of condemnation or taking that does not constitute a Material Taking, or if there is a Material Taking but Purchaser elects to proceed under Section 4.4(b): (1) Purchaser shall purchase the Property in accordance with the terms hereof (without reduction in the Purchase Price), (2) Seller shall assign to Purchaser at Closing all condemnation proceeds paid or payable as a result of such condemnation, (3) Purchaser shall have the right to be present with Seller at any hearings or negotiations with respect thereto, and (4) Seller shall not settle or compromise any such matter without Purchaser's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Purchaser shall be deemed to have elected to terminate this Agreement under Section 4.4(a) unless, within fifteen (15) Business Days from written notice to Purchaser of the condemnation, Purchaser provides Seller with written notice that Purchaser elects to proceed pursuant to Section 4.4(b). If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) Business Days after written notice to Purchaser of the Material Taking.

**Section 4.5 Leasing and Other Activities Prior to Closing.**

(a) Seller shall not enter into any lease of any portion of the Property except in the normal course of current operations of the Property and shall not grant any right to any Person to possess or occupy any portion of the Property unless and until this Agreement has terminated. However, Seller shall be allowed to continue to lease the Property as it is currently leased provided that Seller shall be responsible for evicting all tenants prior to the Closing. Seller shall not, without Purchaser's prior written approval given or withheld in its sole and unreviewable discretion, sell any portion of the Property.

(b) Seller shall not, without Purchaser's prior written approval given or withheld in its sole and unreviewable discretion, (i) make any material alterations or additions to the Property, except as may be required by law or as may reasonably be required for the prudent repair and maintenance of the Property, (ii) change or attempt to change (or consent to any change in) the zoning or other legal requirements applicable to the Property, or (iii) cancel, amend or modify in any material respect any certificate, license, approval or permit held by or on behalf of Seller with respect to the Property.

(c) At all times prior to Closing, Seller shall: (i) take reasonable measures to prevent excessive deterioration due to the age and current use of the Property; (ii) perform its obligations under the Permitted Exceptions; (iii) maintain the insurance with respect to the Property that is in place as of the Effective Date and maintain liability insurance in accordance with generally prevailing industry standards; (iv) not sell or further encumber the Property or any direct or indirect interest therein or enter into any agreement relating thereto; (v) not cut or remove any trees on the Property; and (vi) promptly give Purchaser a reasonably detailed written notice of: (1) any fire, flood or other material adverse change with respect to the Property, (2) any actual or proposed condemnation (or proceeding in lieu thereof) of which Seller obtains actual knowledge, (3) any written notice received by Seller claiming that the Property or the use and operation thereof fails to comply with applicable legal requirements, and (4)

PZ JVL

any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Property. If Seller becomes aware during the term of this Agreement of any matters that render any of their representations or warranties untrue, Seller shall promptly disclose such matters to Purchaser in writing.

Section 4.6 HUD Provisions. The parties acknowledge that the exercise by the Purchaser of its option and purchase of the Property under this Agreement is subject to a determination by the entity(ies) responsible for performing an environmental review in connection with the proposed use of Federal funds for development of the Project on the desirability of the site for the Project as a result of the completion of the environmental review, in accordance with 24 CFR Part 58, as amended from time to time ("NEPA/Funding Regulations"). In the event that Purchaser determines, or is notified, that as a result of the environmental review, a Finding of No Significant Impact cannot be issued for the Property or the Property otherwise fails to satisfy the environmental review standards and timing requirements of the NEPA/Funding Regulations, Purchaser may terminate this Agreement and receive a refund of the Option Payment.

ARTICLE 5

As-Is Sale; Limited Representations and Warranties

Section 5.1 As-Is Sale.

(a) Purchaser acknowledges that prior to the Closing, it will have a full and complete opportunity to conduct such investigations, examinations, inspections and analysis of the Property and market conditions as Purchaser, in its absolute discretion, may deem appropriate. Purchaser further acknowledges that, except for Seller Representations, Purchaser has not relied upon any statements, representations or warranties by Seller or any agent of Seller.

(b) Except for the obligations of Seller under this Agreement and the Seller Representations, Purchaser agrees that the Property shall be sold and that Purchaser shall accept possession of the Property on the Closing Date strictly on an "as is, where is" basis, and that, except for the Seller Representations, such sale shall be without representation or warranty of any kind by Seller, express or implied.

Section 5.2 Seller's Representations. Seller warrants and represents to Purchaser as follows:

(a) Representations Concerning Seller.

(i) The Seller is a duly organized, validly existing corporation and in good standing under the laws of the Commonwealth of Massachusetts. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms;

PZ JVC

(ii) There are no actions, suits or proceedings pending or, to the best knowledge of Seller, threatened, against or affecting Seller which, if determined adversely to Seller, would adversely affect its ability to perform its obligations hereunder, actions or claims relating thereto or specified therein. Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Seller's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due or (f) made an offer of settlement, extension or composition to its creditors generally. Seller has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement;

(iii) Neither the execution, delivery or performance of this Agreement (a) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Seller, (2) to the best of Seller's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority, or (3) any agreement or instrument to which Seller is a party or by which it is bound or (b) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument;

(iv) No authorization, consent, or approval of any governmental authority (including courts) or any other Person is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder;

(v) No party constituting Seller is a "foreign person" as defined in Section 1445 of the Code; the taxpayer identification numbers of the parties constituting Seller shall be provided to Purchaser prior to the end of the Study Period;

(b) Representations Concerning the Property:

(i) There are no other options, leases, licenses or other transfer of title or occupancy agreements affecting all or any portion of the Property;

(ii) Seller has not entered into any commitments or agreements with any governmental authorities or agencies or with any other Person affecting the Property that are not a matter of public record at the registry of deeds for the Property; and (2) Seller has not received any written notice requiring the correction of any condition with respect to the Property, or any part thereof, by reason of any alleged violation of any applicable

PZ JVC

federal, state, county or municipal law, code, rule or regulation, or stating that any investigation has been commenced or is contemplated regarding any of the same;

(iii) Seller has delivered (or will deliver within the time provided in Section 4.1) to Purchaser (without representation or warranty, express or implied) true and complete copies of all plans, specifications, engineering, geotechnical, environmental, planning and other similar studies or reports (whether draft or final) in the possession or control of the Seller relating to the Property (the "Reports"). Except as set forth in the Reports, Seller has not received any written notice of: (1) the presence of any Hazardous Materials at the Property in violation of any Environmental Law or that require any remediation or investigation; or (2) the presence of any underground storage tanks on any portion of the Property;

(iv) Seller has delivered (or will deliver within the time provided in Section 3.1) to Purchaser true and complete copies of all permits, licenses and approvals in Seller or in Seller's possession or control and relating to the ownership and operation of the Property (the "Permits"). Any permits, licenses and approvals relating solely to the operation of the Property are not included in the foregoing. To the best of Seller's knowledge, the Permits are in full force and effect and free from default. Seller has not received any written notice that any license, permit or approval is required in connection with the current ownership or use of the Property;

(v) There are no pending, or to Seller's best knowledge, threatened, judicial, administrative, condemnation or eminent domain proceedings or investigations relating to the Property;

(vi) All sums payable by reason of any labor or materials furnished with respect to the Property, and all sums payable with respect to the production and issuance of the Reports and the Permits, have been, or at or prior to Closing will be, paid in full, and Seller has no knowledge of any material disputes in connection therewith;

(vii) No portion of the Property comprises part of a tax parcel which includes property other than property comprising all or a portion of the Property. No application or proceeding is pending with respect to the establishment of such taxes. There are no tax refund proceedings relating to the Property which are currently pending. There are no special taxes or assessments to be levied against the Property nor is the Seller aware of any change in the tax assessment of the Property;

(viii) Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property;

(ix) To the Seller's best knowledge, the Seller has not failed to deliver to



PZ JK

Purchaser a true and complete copy of any written report or document in Seller possession or control that materially affects the development, ownership, leasing, value or use of the Property;

(x) Seller is the sole owner of fee simple title to the Property;

(c) Best of Knowledge. When reference is made in this Agreement to the "best knowledge" of a person, it shall mean: (i) actual knowledge, and (ii) that knowledge that a prudent businessperson should have obtained in the management of his or her business affairs after making due inquiry and exercising due diligence with respect thereto. The knowledge (both actual and constructive) of any general partner, director, officer or key employee of an entity that is not a natural person shall be deemed to be the knowledge of such entity.

ARTICLE 6

Closing

Section 6.1 Closing Date. The Closing shall take place on the Closing Date set pursuant to Section 1.3; provided the Purchaser gives the Seller at least seven (7) days prior notice. Unless the parties otherwise agree in writing, the Closing shall be conducted through a customary arrangement with a title insurance company and, on or before the Closing Date, the Seller shall deliver to the Escrow Agent or Purchaser the documents listed in Section 6.2 and the Purchaser shall deliver to the Escrow Agent the documents and funds described in Section 6.3.

Notwithstanding anything to the contrary in this Agreement, if, on the Closing Date, Purchaser is unable to bind property and casualty insurance for the Property solely because of the existence of a named hurricane or major snowstorm threatening the area in which the Property is located, Purchaser may, by written notice to Seller, adjourn the Closing until the date that is three (3) Business Days after the date that such condition no longer exists.

Section 6.2 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items:

(a) (i) A quitclaim deed conveying good and clear record and marketable fee simple title, subject only to the Permitted Exceptions, in proper form for recording, (ii) the Representation Update Certificate with respect to its representation made in Section 5.2, and (iii) the Closing Statement;

(b) Such evidence or documents as may be reasonably required by the Escrow Agent or Purchaser relating to and sufficient to delete any exceptions for: (i) mechanics' or materialmen's liens; (ii) parties in possession (except with respect to Permitted Exceptions); (iii) survey exceptions; (iv) customary affidavits relating to endorsements required by Purchaser's financing sources; or (v) the status and capacity of Seller and the authority of the Person or Persons who are executing the various documents on behalf of Seller in connection with the sale of the Property;

92 JVC

(c) All books, records and other documents, databases, computer files and other Intangible Property in the possession or control of Seller and material to Purchaser's ownership or operation of the improvements, including permits, licenses, and approvals, as-built drawings, plans and specifications, and guaranties and warranties, contracts, certificates or records relating to the Property that are in Seller's possession or control and material to the Purchaser's ownership and operation of the Property;

(d) Evidence of authority to enter into the transaction, including an opinion of counsel to Seller; and

(e) A Certificate updating representations contained in Section 5.2.

**Section 6.3 Purchaser's Deliveries.** At the Closing, Purchaser shall deliver the following items:

(a) Immediately available federal funds sufficient to pay the Purchase Price and Purchaser's share of all escrow costs and closing expenses;

(b) the Closing Statement, duly executed (and, when required, acknowledged);

(c) Such evidence or documents as may reasonably be required by the Escrow Agent evidencing the status and capacity of Purchaser and the authority of the Person or Persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property;

(d) Such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby.

**Section 6.4 Costs and Prorations.**

(a) General. Real estate taxes and assessments allocable to the payment period that includes the Closing Date.

(b) Taxes. Real estate taxes will be paid by the Purchaser as required by statute based on an assessed value of the Property equal to the Purchase Price prorated as of the Closing Date. All real estate taxes accruing before the Closing Date shall be the obligation of Seller and all such taxes accruing on and after the Closing Date shall be the obligation of Purchaser.

(c) Assessment Installments. If as of the Closing Date the Property is encumbered or otherwise affected by any assessment (whether or not a lien) which is or may become payable in installments, then for the purposes of this Agreement, all unpaid installments of such assessments shall be deemed to have become due and payable prior to the Closing Date and Purchaser shall be entitled to receive a credit against the Purchase Price in an amount equal to all unpaid installments of such assessments, and in such event Purchaser shall take title to the Property subject to the unpaid installments

not yet due and payable.

PZ JVC

(d) Utilities. With respect to water, sewer, electric and gas charges, Seller shall make reasonable efforts to obtain a reading of the meter or other consumption measuring device as of the Closing Date. If the Seller is unable to obtain such a reading, Seller shall furnish a reading as of a date not more than thirty (30) days prior to the Closing Date and the unknown charges shall be apportioned on the basis of an estimate computed by utilizing such reading and the most recent bill from the utility provider.

(e) Closing Costs. Purchaser and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Purchaser shall pay all costs associated with its due diligence, including the cost of appraisals, architectural, engineering, credit and environmental reports. Each party shall pay one-half of the charges for the escrow services of the Escrow Agent. Seller shall pay all recording fees in connection with the release of any encumbrances on the Property and all transfer taxes and documentary stamp charges. Purchaser shall pay the cost of recording the Deed and any title insurance premiums. All other customary purchase and sale closing costs shall be paid by Seller or Purchaser in accordance with the custom in the jurisdiction where the Property is located.

(f) Closing Statement. Purchaser and Seller shall cooperate to produce prior to the Closing Date a schedule of prorations to be made as of the Closing Date in accordance with the terms of this Agreement (the "Closing Statement"). If any of the items described in this Section 6.4 cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned or otherwise, or are incorrectly apportioned at Closing or subsequent thereto, such items shall be apportioned or reapportioned, as the case may be, as soon as practicable after the Closing Date or the date such error is discovered, as applicable. The provisions of this Section 6.4 shall survive the Closing.

Section 6.5 Possession. Possession of the Property shall be delivered to Purchaser by Seller at the Closing, subject only to the Permitted Exceptions.

#### ARTICLE 7 Real Estate Commission

Section 7.1 Commissions. The Purchaser and Seller represent and warrant that no broker's fees or commissions are due to any person in connection with this transaction, except for the payment of a 2.5% fee by Seller to Saint James Real Estate Advisors, LLC (the "Broker"), which shall be the sole obligation and responsibility of the Seller. Each party shall indemnify and hold the other harmless from all claims by any person claiming any fee or commission by, through or under the other party or otherwise in relation to this transaction, whether prior to or after the Closing. The provisions of this Section 7.1 shall survive the Closing.

#### ARTICLE 8

PZ JVC

Termination and Default

**Section 8.1 Termination Without Default.** If the sale of the Property is not consummated because of the failure of any condition precedent to Purchaser's obligations expressly set forth in this Agreement or for any other reason except a default by Purchaser in its obligation to purchase the Property in accordance with the provisions of this Agreement (which shall be governed by Section 8.2) or any default by Seller of its obligations under this Agreement (which shall be governed by Section 8.3), the Agreement shall terminate and neither Party shall have any further obligations hereunder except for the return of the Option Payment to the Purchaser and the obligations that survive the termination of this Agreement.

**Section 8.2 Purchaser's Default.** If the sale contemplated hereby is not consummated because of a default by Purchaser in its obligation to purchase the Property in accordance with the terms of this Agreement, and if such default is not cured within thirty (30) days from written notice thereof from Seller to Purchaser or such longer period as may be reasonably necessary to effect a cure provided Purchaser is diligently pursuing same, then: then Seller may, as its sole and exclusive remedy at law or in equity: (a) retain the Option Payment as its full and liquidated damages as its sole remedy in lieu of all other rights and remedies which Seller may have against Purchaser at law or in equity for such default in which event the parties shall have no further obligation to each other; or (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement, then: (a) this Agreement shall terminate and (b) Seller and Purchaser shall have no further obligations to each other.

**Section 8.3 Seller's Default.** If Seller defaults in its obligation to sell the Property to Purchaser in accordance with the terms of this Agreement, and if such default is not cured within thirty (30) days from written notice thereof from Purchaser to Seller, then Purchaser may, as its sole and exclusive remedy at law or in equity: (a) terminate this Agreement by giving written notice thereof to Seller, in which event the parties shall have no further obligation to each other except for return of the Option Payment to the Purchaser within ten (10) days of delivery of notice to Seller of the termination of this Agreement and obligations that survive the termination of this Agreement or; (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) specifically enforce this Agreement.

**Section 8.4 Breach of Representations.** If either party becomes aware during the term of this Agreement of any matters that render any of their representations or warranties untrue, that party shall promptly disclose such matters to the other party in writing. The representations and warranties of Seller and Purchaser set forth in this Agreement or in any document or certificate delivered by Seller or Purchaser in connection herewith shall survive the Closing for a period of twelve (12) months (the "Survival Period"), and no action or proceeding thereon shall be valid or enforceable, at law or in equity, unless within such time written notice thereof is given to the other party.

92 JLC

**Section 8.5 Mutual Indemnifications.**

(a) Subject to the limitations set forth in Section 8.4, from and after the Closing, Seller shall indemnify Purchaser and defend and hold Purchaser harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable attorneys' fees, resulting from any misrepresentation or breach of warranty by Seller in this Agreement or in any document, certificate, or exhibit given or delivered by Seller pursuant to or in connection with this Agreement.

(b) Subject to the limitation set forth in Section 8.4, from and after the Closing, Purchaser shall indemnify Seller and defend and hold Seller harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable attorneys' fees, resulting from any misrepresentation or breach of warranty made by Purchaser in this Agreement or in any document, certificate, or exhibit given or delivered by Purchaser pursuant to or in connection with this Agreement.

(c) Subject to the limitation set forth in Section 8.4, Seller shall indemnify Purchaser and defend and hold Purchaser harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable attorneys' fees, asserted against, incurred or suffered by Purchaser resulting from: (i) any personal injury or property damage occurring in, on or about the Property or relating thereto and occurring during any period in which Seller or its affiliates owned the Property, from any cause whatsoever other than as a consequence of the acts or omissions of Purchaser, its agents, employees or contractors; (ii) any claims under statute or common law, to the extent that such liability accrued prior to Closing, except to the extent that Purchaser has received a credit at Closing and/or Purchaser has assumed obligations or liabilities for such pre-Closing periods pursuant to the terms of this Agreement or the closing documents; or (iii) and any claims for transfer taxes, other taxes, and recording fees (including related interest or penalties) that are required to be paid by Seller as a result of the transactions contemplated by this Agreement.

(d) In the event either party hereto receives notice of a claim or demand which results or may result in indemnification pursuant to Section 8.5, such party shall promptly give notice thereof to the other party to this Agreement. The party receiving such notice shall promptly take such measures as may be reasonably required to properly and effectively defend such claim, and may defend same with counsel of its own choosing. In the event the party receiving such notice fails to properly and effectively defend such claim, and in the event such party is liable therefor, then the party so giving such notice may defend such claim at the expense of the party receiving such notice. The provisions of this Section 8.5 shall survive the Closing.

**ARTICLE 9**  
**Miscellaneous**

**Section 9.1 Entire Agreement; Successors and Assigns; Miscellaneous Provisions.**

PZ JLC

This Option to Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts, and all counterparts shall collectively constitute a single agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by both Seller and Purchaser. In the event the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein", "hereinafter", "hereof and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation." This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

**Section 9.2 Waiver; Governing Law.** The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. This Agreement shall be construed and the rights and obligations of Seller and Purchaser hereunder determined in accordance with the internal laws of the Commonwealth of Massachusetts without regard to the principles of conflict of laws.

**Section 9.3 Notices.** All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (with a copy thereof sent in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

To Seller: Summit Home Builders, Inc.  
10. Hofbrook Street

Hopkinton, MA 02053  
Attn: Paul Zonghi

92 JVK

To Purchaser: Metro West Collaborative Development, Inc.  
79 Chapel Street  
Newton, MA 02458  
Attn: Jennifer Van Campen

with a copy to: Klein Hornig LLP  
101 Arch Street, Suite 101  
Boston, MA 02110  
Attn: Henry Korman

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section 10.3. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

Section 9.4 Confidentiality. Each of the parties hereto agrees to take reasonable steps to maintain the confidentiality of the transaction as described herein, except that information regarding this Agreement and its terms may be disclosed (a) to its directors, officers, employees and agents, including accountants, legal counsel, auditors and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of the transaction and instructed to keep such information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, including the Massachusetts Public Records Law and related laws, ordinances or regulations, (d) in connection with the exercise of any remedies hereunder or under any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder or thereunder, (e) with the consent of the other parties hereto, (f) to any potential financing source for the Project; (g) to third party providers of goods and services engaged by the Purchasers or affiliates in matters related to the Project; (h) to make public filings as per Section 10.2 below; or (i) to the extent such information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to any lender or equity investor on a nonconfidential basis from a source other than the parties hereto. Any Person required to maintain the confidentiality of information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such information as such Person would accord to its own confidential information. The provisions of this Section 10.4 shall survive the Closing.

Section 9.5 Attorneys' Fees. In the event of a judicial or administrative proceeding or

PZ JC

action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

**Section 9.6 IRS Real Estate Sales Reporting.** Purchaser and Seller hereby agree that the Escrow Agent shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, including IRS Form 1099-S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

**Section 9.7 Further Instruments.** Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

**Section 9.8 Severability.** The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

**Section 9.8**

**Section 9.9 Recording.** Purchaser shall have the right to a memorandum of this Agreement.

**Section 9.10 No Implied Agreement.** Neither Seller nor Purchaser shall have any obligations in connection with the transaction contemplated by this Agreement unless both Seller and Purchaser, each acting in its sole discretion, elects to execute and deliver this Agreement to the other party. No correspondence, course of dealing or submission of drafts or final versions of this Agreement between Seller and Purchaser shall be deemed to create any binding obligations in connection with the transaction contemplated hereby, and no contract or obligation on the part of Seller or Purchaser shall arise unless and until this Agreement is fully executed by both Seller and Purchaser. Once executed and delivered by Seller and Purchaser, this Agreement shall be binding upon them notwithstanding the failure

Formatted: Font: 11 pt  
Formatted: Justified, Right: 0.05", Space After: 12 pt, Line spacing: Exactly 15 pt, Outline numbered Level: 2, Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"



of Escrow Agent or any other Person to execute this Agreement.

*RE JL*


~~Section 9.14~~ Section 9.10 Electronically Transmitted Signatures. Signatures to this Agreement, any amendment hereof and any notice given hereunder, transmitted electronically or by telecopy shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original of this Agreement (and any amendment hereto) with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement (or any amendment hereto), it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted signature and shall accept the telecopied or electronically transmitted signature of the other party to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Purchaser hereto have executed this Agreement as of the Effective Date,

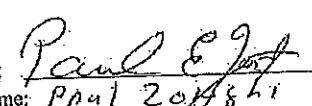
**PURCHASER:**

METRO WEST COLLABORATIVE  
DEVELOPMENT, INC.

By:   
Name: Jennifer Van Campen  
Title: Executive Director

**SELLER:**

SUMMIT HOME BUILDERS, INC.

By:   
Name: Paul Zoff  
Title: Pres.

## AMENDMENT TO OPTION TO PURCHASE AGREEMENT

This AMENDMENT TO OPTION TO PURCHASE AGREEMENT (this "Amendment") is effective as of November 15, 2016 (the "Effective Date") by and between SUMMIT HOME BUILDERS, INC., a Massachusetts (the "Seller"), and METRO WEST COLLABORATIVE DEVELOPMENT, INC., a Massachusetts nonprofit corporation, and its assigns (the "Purchaser"), and is intended to amend that certain OPTION TO PURCHASE AGREEMENT pertaining to property located at 0, 1 and 3 Glenn Brook Way in Medway, Massachusetts dated April 15, 2016 by and between Purchaser and Seller (the "Option").

Unless otherwise explicitly stated herein, all terms with initial capitalization used but not defined in this Amendment shall have the meanings provided in the Option.

### Background

- A. Purchaser and Seller entered into the Option on April 15, 2016.
- B. Purchaser and Seller wish to amend the Option as set forth below.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Purchaser and Seller, Purchaser and Seller hereby agree as follows:

1. Section 1.2(a) of the Option is hereby replaced with the following:
  - (a) Subject to the adjustments and apportionments as hereinafter set forth, the purchase price for the Property shall equal Three Hundred Fifty-Eight Thousand Dollars (\$358,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:
    - (i) Concurrent with the execution of the Offer to Purchase Real Estate dated as of March 30, 2016, Purchaser has previously deposited a "good faith deposit" in the amount of \$1,000.00 with Saint James Real Estate Advisors, LLC;
    - (ii) Upon execution of this Agreement, Purchaser shall deposit with Thomas L. McLaughlin, P.C. ("Escrow Agent") an amount equal to Ten Thousand (\$10,000.00), which together with the so-called "good faith deposit" shall hereinafter be referred to as the "Option Payment";
    - (iii) Prior to the Closing Date, Purchaser shall pay non-refundable deposits to Seller (the "Non-Refundable Deposits") in the following amounts on the following dates, which Non-Refundable Deposits shall be credited toward the Purchase Price:
      - a. First Deposit: Ten Thousand and 00/100 Dollars (\$10,000.00) due to Seller on November 15, 2016;
      - b. Second Deposit: Ten Thousand and 00/100 Dollars (\$10,000.00) due to Seller on January 15, 2017;
      - c. Third Deposit: Ten Thousand and 00/100 Dollars (\$10,000.00) due to Seller on March 15, 2017; and
      - d. Fourth Deposit: Ten Thousand and 00/100 Dollars (\$10,000.00) due to Seller on May 15, 2017.
    - (iv) On the Closing Date, Purchaser shall pay to Seller by wire transfer of immediately available

Federal funds, certified, cashier's or treasurer's check or bank check, an amount equal to the Purchase Price, minus (i) the sum of the Option Payment which Seller shall receive at Closing from Escrow Agent and Saint James Real Estate Advisors, LLC, (ii) the sum of the Non-Refundable Deposits and (iii) plus or minus, as the case may require, closing prorations and adjustments to be made pursuant to Section 6.4 below.

2. In all other respects the terms and conditions of the Option shall be unchanged by this Amendment, except that Seller will exercise all diligent efforts to meet the timelines for closing set forth on the attached Schedule A and except that the closing in no event will occur after July 31, 2017.

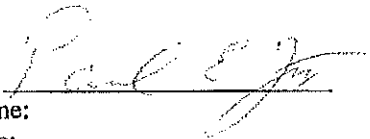
*ML*  
*12/2*

(signature page follows)

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal as of the Effective Date.

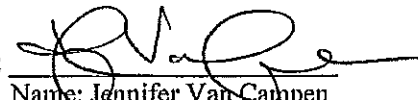
SELLER:

**SUMMIT HOME BUILDERS, INC.,** a  
Massachusetts corporation

By:   
Name:  
Title:

PURCHASER:

**METRO WEST COLLABORATIVE  
DEVELOPMENT, INC.,** a Massachusetts  
nonprofit corporation

By:   
Name: Jennifer Van Campen  
Title: Executive Director

Schedule A

West St./Glen Brook Way Medway  
Timeline for Closing

November 2016 (\$10,000 on 11/15/16)

- Draft LIP application for review by Trust, Planning, etc.
- One Stop pre-application submission to DHCD

December 2016

- LIP application approval by BOS and submission to DHCD

January 2017 (\$10,000 on 1/15/17)

- One Stop full submission

February 2017

- DHCD site eligibility granted to Town

March 2017 (\$10,000 on 3/15/17)

- LIP/Comp permit request to ZBA

April 2017

- Comp permit awarded by ZBA

May 2017 (\$10,000 on 5/15/17)

- Appeal period ends

June 2017

- Closing on Glen Brook Way

**FIDUCIARY  
PURCHASE AND SALE AGREEMENT**

This day of \_\_\_\_\_ 2016.

1. PARTIES AND MAILING ADDRESSES.

**KAREN A. ARBOUR** of 1842 CR 428, Lake Panasoffkee, FL 33538 as Personal Representative of the Estate of Barbara E. Ashman Docket # 12P2822EA Norfolk Probate & Family Court, Dedham, Massachusetts hereinafter called **SELLER** agrees to **SELL**, and **METRO WEST COLLABORATIVE DEVELOPMENT, INC** 79B Chapel Street, Newton, Middlesex County, Massachusetts, hereinafter called **BUYER**, or **PURCHASER**, agrees to **BUY**, upon the terms hereinafter set forth the following described premises (the "Premises"):

2. DESCRIPTION OF THE PREMISES.

Real property with the buildings thereon known and numbered as **33 West Street, Medway, Norfolk County, Massachusetts**, and further described in a Deed recorded with the **Norfolk Registry of Deeds in Book 4069, Page 504 less land conveyed by deed to Summit Home Builders, Inc. Book 23841, Page 257.**

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the **SELLER** and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, air conditioning equipment, ventilators, dishwashers. **EXCLUDING the refrigerator, (if the washing machine, dryer and other items are owned by the current tenant) and Craftsman lawn tractor with all attachments , Spring Rods and other personal items in house and garage.**

4. TITLE DEED.

Said premises are to be conveyed by a good and sufficient fiduciary deed running to the **BUYER**, or to the nominee designated by the **BUYER** by written notice to the **SELLER** at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises as a residential property;

5. PLANS.

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE.

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE.

The agreed purchase price for said premises is **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**, of which

\$	15,000.00	have been paid as a deposit this date,
\$	10,000.00	are to be paid as a non-refundable deposit on January 1, 2017,
\$	10,000.00	are to be paid as a non-refundable deposit on April 1, 2017, and
\$	265,000.00	are to be paid at the time of delivery of the deed in cash, by a certified cashier's, treasurer's, bank check(s) or attorney's escrow check.
\$	<b>300,000.00</b>	<b>TOTAL</b>

8. TIME FOR PERFORMANCE; DELIVERY OF DEED AND DUE DILIGENCE PERIOD.

Such deed is to be delivered at **12:00 o'clock P.M. on not later than June 30, 2017** at the **Norfolk Registry of Deeds** or at the office of the **Attorney representing the Buyer**, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. The time period to May 1, 2017 is to be the due diligence period, which period shall be used to assure that the intended use is allowed under current zoning or with ZBA approval. The intended use is multifamily residential.

9. POSSESSION AND CONDITION OF PREMISE.

Full possession of said premises free of all tenants and occupants, (excepting current tenant(s) identified on Rider C (if lease has not terminated or has been renewed) occupying the Premises (the "Current Tenant")) is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) not in violation of said building and zoning laws, (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises within 24 hours prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts (not to exceed \$2,000.00) to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the



case may be, and thereupon the time for performance hereof shall be extended for a period of thirty days. The seller cannot use failure to secure alternative housing as a reason to extend the timeframe for delivery of the premises. However, sellers can give a written request to the buyers for an extension, which the buyers may choose to grant

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE.

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, used by Seller for purposes within the policy other than restoration of the premises, or
- (b) if holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED.

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE.

To enable the SELLER to make conveyance as herein provided, the SELLER may, 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, provided that all instruments so procured in paying off institutional mortgages are recorded within a reasonable time thereafter in accordance with standard Massachusetts conveyancing practice..

15. INSURANCE.

Until the delivery of the deed, the SELLER shall maintain insurance as currently insured on said premises as follows:

*Type of Insurance*

*Amount of Coverage*

(a) Fire and Extended Coverage                      \$ as at present  
RISK OF LOSS TO REMAIN WITH SELLER UNTIL TITLE IS CONVEYED

16. ADJUSTMENTS.

Water and sewer use charges, if any, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES.

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER'S FEE.

SEE RIDERS

19. BROKER'S WARRANTY.

SEE RIDER

20. DEPOSIT.

All deposits made hereunder shall be held in escrow in Barry L. Queen Clients Fund Account as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER. No interest is paid on deposits.

21. BUYER'S DEFAULT; DAMAGES.

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be SELLER'S sole remedy at law or in equity.

22. RELEASE BY HUSBAND OR WIFE.

The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

24. WARRANTIES AND REPRESENTATIONS.

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or

incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER: SELLER as a Fiduciary makes no representations and/or warranties as the Premises is sold "AS IS".

Except as previously disclosed to Buyer, to Seller's knowledge, Seller is not aware of any facts or circumstances which would constitute a default by any Current Tenant listed on Rider C under a lease agreement (a "Lease"). Except as set forth in the Lease subject to #9 above, no tenant has any concessions, abatements, offsets or other basis for relief or adjustment of the rent. No rents or other deposits are held by Seller, except Security Deposits which are being transferred to Buyer at closing. No tenant under a Lease has asserted any offset, defense or claim under its Lease. Notwithstanding the foregoing, to the extent that the Current Tenant is occupying the Premises without a Lease, Seller shall provide Buyer with such information as requested by Buyer with respect to such tenancy, including, without limitation, recurring expenses incurred by Seller in connection with leasing the Premises to such tenant.

Buyer agrees to extend the existing Lease or, if the Current Tenant is occupying the Premises without a Lease, the current tenancy, for a minimum of six months with an option to further extend on a month-to-month basis.

25. MORTGAGE CONTINGENCY CLAUSE.

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan (a minimum of one complete application submission to a lender) of **not more than 90 percent of the purchase price** at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before **MAY 1, 2017** the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement (excepting \$20,000.00 non refundable deposits) shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the Buyer be deemed to have used diligent efforts to obtain such commitment unless the Buyer submits a complete mortgage loan application conforming to the foregoing provisions within three (3) days after execution of this agreement. In the event Buyer does not give timely notice to Seller this clause shall be null and void. Only one mortgage application shall be required hereunder. This Agreement is subject to lender appraisal at not less than the purchase price.

26. CONSTRUCTION OF AGREEMENT.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

27. LEAD PAINT LAW.

The parties acknowledge that under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other

accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

28. SMOKE AND CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.

29. ADDITIONAL PROVISIONS.

Rider "A" and Rider "B" attached hereto are incorporated herein by reference.

READ AND AGREED:

**Executed as a sealed instrument as of the day and year first written above.**

\_\_\_\_\_  
BUYER: Metro West Collaborative  
Development, Inc.

By:

  
Name: Jennifer Van Campen  
Title: Executive Director

\_\_\_\_\_  
SELLER: Karen A. Arbour, Personal  
Representative of the above Estate  
& not personally

**RIDER "A" TO PURCHASE AND SALE AGREEMENT**

Regardless of any language to the contrary, the aforesaid Purchase and Sale Agreement and riders or amendments thereto are hereby amended by incorporation therein the following terms and conditions, and in the event of any inconsistent terms or conditions, the following provisions shall prevail:

1. It is understood and agreed by the Parties that the premises shall not be in conformity with the title provisions of this Agreement unless:
  - (a) all buildings, structures and improvements including, but not limited to, any driveways (unless such driveway encroaches on another's premises, but SELLER has an express grant of easement, duly recorded to use the same), garages and carports, and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity; and
  - (b) no buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said premises, provided, however, that encroaching

utility easements shall not be considered as a violation of the title provisions of this Agreement and further provided that any such utility easements shall not affect the use of the premises for residential purposes; and

- (c) the premises shall abut or have access to a public way, duly laid out or accepted as such by the city or town in which said premises are located; and
- (d) title to the premises is insurable, for the benefit of the BUYER (for owner's policy) and BUYER'S mortgage lender (loan policy) by a title insurance company of BUYER'S choice qualified to do business in Massachusetts and utilizing the American Land Title Association (ALTA) form currently in use, subject only to those printed exceptions to title normally included in the "Jacket" to such form or policy and those permitted pursuant to Paragraph 4 of this agreement.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYERS may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

At or before the closing, SELLER shall execute any and all documents reasonably required by the BUYER's mortgage lender or its agents or attorneys in the form and manner reasonably required by said attorney, including without limitation, any affidavit or other instrument with respect to: (i) parties in possession (if lease is not terminated), mechanic's or materialmen's liens with regard to the premises, including indemnity provisions as to such parties and claims sufficient in form and substance to enable the title insurance company to delete its standard ALTA exception for such liens; (ii) bills which could become liens pursuant to Chapter 521 of the Acts of 1980 (Municipal Lighting plans Real Estate Liens having been paid); (iii) UFFI disclosure under M.G.L. c. 167, Sec. 47; (iv) those documents necessary in order to comply with applicable Internal Revenue Service requirements; and (v) all usual and customary bank closing documents. The aforementioned will be complied with provided the material aspects of the transaction are not changed.

2. From and after the execution of this Agreement, the BUYER and its prospective lenders and their respective agents shall have the right of access to the premises (with at least 24 hour notice) up to two (2) times prior to the Buyer's pre-closing walk through for the purposes of taking measurements at a time that is convenient to Seller and in the presence of Seller or Seller's designee.
3. If any errors or omissions are found to have occurred in any calculation of figures used in the settlement statement signed by the Parties, and notice thereof is given within thirty days of the date of delivery of the deed to the Party to be charged, then such Party agrees to make a payment to correct the error or omission.
4. In the event that the Premises shall be substantially damaged by fire or other casualty prior to the time for performance hereof, the BUYER at BUYER's sole option may cancel this Agreement within three (3) days after notice to BUYER of such fire or other casualty, in which event all payments made by Buyer under this Agreement shall be refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. "Substantially damaged" shall mean damage in excess of \$10,000.00.

5. In the event that the SELLER needs to extend time for performance in compliance with this Agreement, and the BUYER'S mortgage rate lock will expire before the SELLER can perform, the BUYER shall have the option to terminate this Agreement unless the SELLER agrees to pay any costs of the BUYER, charged by the Lender, related to the rate lock extension.
6. If the Premises are affected by a locus specific Order of Conditions issued by the Conservation Commission for the Town in which the Premises are situated SELLER shall provide BUYER or lender's counsel with a certificate of compliance for said Order of Conditions prior to closing.
7. Clause 10 shall further state: "This Paragraph shall not, however, be construed to excuse SELLER from vacating the premises at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder."
8. The SELLER shall execute the Deed as Fiduciary personally. It is hereby agreed that a Deed executed under Power of Attorney shall not constitute a satisfactory deed under Paragraph 4 of the Agreement.
9. The Property must appraise at or above the purchase price or Buyer may terminate the transaction and all deposits will be immediately returned.
10. At the closing, SELLER shall assign to BUYER (non-recourse), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances as well as those covering any termite or other pest treatments in connection with the Premises. SELLER will also provide BUYER, at closing, with all keys, automatic garage door openers, if any, and with all manuals and other information in SELLER'S possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Unit.
11. OMMITTED INTENTIONALLY
12. Between the date of the signing of this Agreement and the time for performance pursuant to the Agreement, SELLER shall maintain and/or service the premises and its appurtenances at the same level of effort and expense as the SELLER has maintained and/or serviced the premises for the SELLER'S own account prior to the date of this Agreement.
13. With regard to this Agreement, and, Amendment to this Agreement or any contingencies included in the Agreement, facsimile and electronic signatures shall have the same effect as original signatures. The Attorneys, after consultation with clients, shall have the authority to agree to extend any provision by written agreement sent via facsimile and/or via email.
14. To the best of SELLER's knowledge, there are no lawsuits pending against or threatened against the SELLER. However, SELLER makes no representations as to this clause.

**Executed as a sealed instrument as of the day and year first written above.**

BUYER: Metro West Collaborative Development, Inc. SELLER: Karen A. Arbour, as  
By:  Personal Representative of the  
Name: Jennifer Van Campen above Estate & not personally  
Title: Executive Director

### RIDER "B" TO PURCHASE AND SALE AGREEMENT

**Seller: Karen A. Arbour, as Personal Representative of the above Estate**  
**Buyer: Metro West Collaborative Development, Inc.**  
**Property Address: 33 West Street, Medway, MA 02053**

1. SELLERS and BUYERS agree to amend Paragraph 10 by adding the following language:  
"Sellers shall not be required to expend more than \$2,000.00 to satisfy reasonable efforts."
2. In the event of a disagreement between the parties, the escrow agent shall retain the deposits pending instruction mutually given by the SELLERS and the BUYERS or the issuance of a final Judgment or Court Order having specific reference to said deposit.
3. BUYERS warrant, represent and acknowledge to SELLERS and agree that SELLERS are relying upon the following:

BUYERS acknowledge that BUYERS have been given the opportunity to conduct any and all inspections of the Premises and any and all component parts thereof, desired by the BUYERS, including, without limitation, mechanical, structural, utility systems, dimensions and area of the Premises pest and termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials, or substances and any and all appliances and personal property being conveyed with the Premises as provided in this Agreement, and that BUYERS are fully satisfied with the results of same, the condition of the Premises and accept the Premises "AS IS" and are not relying upon any representations of the SELLERS or SELLERS' agents as to the character, quality, use, value quantity or condition of the Premises or that it complies with current municipal, county, state or federal codes, ordinances, statutes, laws or regulations. The SELLERS have made no statements and no warranties or representations, expressed or implied, regarding the Premises on which the BUYERS have relied in connection with the BUYERS' decision to purchase the Premises; and it is the understanding of the Parties that the entire Agreement of the Parties with respect to the transaction which is the subject of this agreement is fully and completely and set forth in this agreement.

4. BUYERS acknowledge that the BUYERS' obligations hereunder are not conditioned or contingent upon the sale by BUYERS of any other real property and any such condition contained in BUYERS' mortgage loan commitment shall not be cause for BUYERS to terminate this contract pursuant to the financing contingency (if any) contained in this agreement.

5. BUYERS and SELLERS acknowledge that they have been both been afforded the opportunity to confer with and retain counsel of their own choosing respectively for representation with regards to this Purchase and Sale Agreement.
6. BUYERS represent and warrant to SELLERS and SELLERS represent and warrant to BUYERS that they have not dealt with any broker. .
7. Any notice required hereunder shall be given in writing and shall be deemed duly received when mailed, certified mail, return receipt requested, or when mailed by recognized express carrier, or when delivered in hand, or when sent via facsimile transmission or by email to the respective party at the address set forth in paragraph 1 of this purchase and sales agreement and when mailed, emailed or faxed to the intended recipient's respective attorney as follows:

**BUYERS' ATTORNEY:**

See below

Wataru Matsuyasu  
Klein Horning LLP  
101 Arch Street Suite 1101  
Boston, MA 02110  
Tel: 617-224-0622  
wmatsuyasu@klienhorning.com

**SELLER'S ATTORNEY:**

BARRY L. QUEEN, ESQ.  
Affiliate of Kaplan Law  
291 Main St  
Milford, MA 01757  
Tel: 508-488-6301  
Cell: 774-279-1096  
Barrylaw2@aol.com

8. All title issues shall be resolved in accordance with the Real Estate Bar Association of Massachusetts Standards, formerly known as the Massachusetts Conveyances Association Standards.
9. BUYERS and SELLERS hereby acknowledge and agree that this executed Purchase and Sale Agreement and any and all addenda, Riders and exhibits attached hereto and incorporated herein and signed and/or initialed by both BUYERS and SELLERS represent the entire agreement between the parties with respect to the subject premises, except as this Agreement may be modified or altered by written agreement signed by the parties hereto.
10. In the event of any discrepancies between this Purchase and Sale Agreement and Rider A and/or Rider B, the applicable Rider shall control.
11. BUYERS and SELLERS hereby acknowledge and agree that a faxed or scanned copy of the Purchase and Sale Agreement containing faxed or scanned signatures shall be regarded the same as, and thus be given the same full force and effect as, an original copy of the Purchase and Sale Agreement containing original signatures.
12. All reasonable efforts shall be made in order to insure that the closing is scheduled to allow for the recording of the deed conveying title to **BUYER** on the same date of the closing and



in no event, later than one business day after papers pass. **BUYER** shall not be permitted occupancy of the premises until all proceeds which are due **SELLER** have been released from escrow.

13. The **BUYER's** inspections were completed prior to entering this agreement and the property is accepted "AS IS".
14. In order to facilitate the execution of such documents extending the time for the performance of any event or of any notice that may be given under this agreement, each of the undersigned hereby authorizes his or her respective attorney to assent and execute on that party=s behalf, any agreements extending the time for the performance of any event or of any notice hat may be given under this Agreement.
15. The **SELLER** agrees to deliver at the time of delivery of the Deed hereunder a so-called "Non-Foreign Certificate" sufficient to qualify for exemption pursuant to Section 1445(b) (2) of said Code. **SELLER** will execute and provide all additional information necessary for filing of 1099 form as required.
16. **BUYER** acknowledges receipt of the Massachusetts Department of Public Health's notification concerning the possible presence of lead in paint, plaster or soil and acknowledges being advised of the availability of inspections concerning lead.
17. It is acknowledged and agreed that at the time for performance hereunder, the Premises shall be delivered in "AS IS" condition.
18. The **BUYER(s)** and **SELLER(s)** acknowledge that they have been afforded opportunity to confer with legal counsel of their own choice prior to signing the documents.
19. The **BUYER(s)** is (are) advised that the commonwealth of Massachusetts has banned the use of Chlordane for the control of insects effective June 11, 1985. Chlordane was commonly used in the past to chemically treat for the control of insects. The **SELLER(s)** make(s) no Warranty relative of no past use of chlordane on the property.
20. The **BUYER(s)** acknowledge(s) he/she/they has (have) been given the opportunity to have professional inspectors check the property for structural mechanical, pest, radon, asbestos and lead paint condition prior to signing this contract. The **BUYER(s)** hereby acknowledge(s) the inspections he/she/they chose to be performed on the premises (property) have been completed at the time of signing this contract and are acceptable.
21. There are no brokers involved on either side and if a broker claims under one or other party, that party will timely settle the claim.

**Executed as a sealed instrument as of the day and year first written above.**

---

**SELLER:** Karen A. Arbour, as Personal  
Representative of the above Estate & not personally

BUYER: Metowest Collaborative Development, Inc.

By:   
Name: Jennifer Van Campen  
Title: Executive Director

**RIDER "C" TO PURCHASE AND SALE AGREEMENT**

**Information about Current Tenancy**

Name of Tenant(s): \_\_\_\_\_

Monthly Rent: \$ \_\_\_\_\_

Term: Expires \_\_\_\_\_

Month-to-Month Tenancy? Yes \_\_\_\_\_ No \_\_\_\_\_

Last Arms-length Transaction or Appraisal

44 Trapelo Road  
Belmont, MA 02478

*The*  
**APPRAISERS**  
*Group*

617.489.2003  
appraisersgroup.com  
fax 617.489.2033

**APPRAISAL REPORT OF:**

0, 1, 3 Glen Brook Way  
Medway, Massachusetts

**PREPARED FOR:**

Jennifer Van Campen  
Executive Director  
Metro West Collaborative Development  
73 Chapel Street  
Newton, MA 02458

**PREPARED BY:**

The Appraisers Group

Inspection Date: May 23, 2016  
Effective Date: May 23, 2016  
Appraisal Date: June 8, 2016  
Our File No.: 162099Medway

44 Trapelo Road  
Belmont, MA 02478

*The*  
**APPRAISERS**  
*Group*

617.489.2003  
appraisersgroup.com  
fax 617.489.2033

June 8, 2016

Jennifer Van Campen  
Executive Director  
Metro West Collaborative Development  
73 Chapel Street  
Newton, MA 02458

Re: Appraisal Report  
0, 1, 3 Glen Brook Way  
Medway, MA

Dear Ms. Van Campen:

I have prepared the attached appraisal for the purpose of providing an opinion of the "as is" market value of the fee simple interest in the above referenced property as of May 23, 2016, the date of inspection. The intended use of the assignment is to assist in the acquisition of the site. The intended users of this report are Jennifer Van Campen and or her assignees.

The subject property comprises three (3) assessed lots in the Town of Medway with street addresses of 0, 1, and 3 Glen Brook Way in Medway, Massachusetts. Two of the lots (1 and 3) are designated as buildable and the 3<sup>rd</sup> is designated as undevelopable and appears to be the roadway area that would need to be completed to get to the two buildable lots. Total land area is 2.72 acres and the sites are essentially undeveloped land. The property is located off West Street north of Route 126. The appraiser noted the subject land is located across the street from the Exelon Power Generating Electrical Station on West Street. The appraiser reviewed a site plan showing the land with two single family lots. This was reported to be an approved use based on the subject zoning. Per the clients request I have considered the value of the subject property as a single entity with a value of the entire property "as is".

The current zoning allows for development of the two single family homes by right based on the approved plans reviewed. The appraiser researched sales of single family home lots in Medway and nearby surrounding areas in order to form an opinion of the value of the site based on its current legal use. The appraiser considered the highest and best use based on the legal uses permitted by right in completing the appraisal analysis.

The analyses and conclusions within the attached report are based upon field research, interviews with market participants, and publicly available data that we have collected. The accompanying report has been prepared in accordance with current USPAP Standards.

0, 1 & 3 Glen Brook Way  
Medway, Massachusetts

The appraiser considered the final value based on an analysis of the three lots as a single entity based on the legal use at the time of the inspection. Any other use is considered to be beyond the scope of this assignment. It is my opinion that the market value of the fee simple interest in the land known as 0, 1 & 3 Glen Brook Way, in Medway, Massachusetts as of May 23, was:

**THREE HUNDRED DOLLARS  
\$300,000**

Respectfully submitted,



---

Robert M. Veaner  
STAFF APPRAISER  
MA CERT. GENERAL R.E. APPRAISER LIC #70044



---

Richard A. Goulet, MRA  
SUPERVISORY APPRAISER  
MA CERT. GENERAL R.E. APPRAISER LIC. #9

21E Summary



# COOPERSTOWN environmental

## PHASE I-II ENVIRONMENTAL SITE ASSESSMENT

Lots 2 and 3 Glen Brook Way  
Medway, MA 02053

*Prepared for:*

Metro West Collaborative Development  
79-B Chapel Street  
Newton, MA 02458

*Prepared by:*

Cooperstown Environmental LLC  
Andover, Massachusetts

June 2016

TABLE OF CONTENTS

1.0	INTRODUCTION .....	6
1.1	Purpose .....	6
1.2	Scope of Services .....	7
1.3	Significant Assumptions .....	7
1.4	Limitations and Exceptions .....	7
1.5	Principles .....	8
1.6	Special Terms and Conditions .....	8
1.7	Exclusive Use .....	8
2.0	SITE DESCRIPTION .....	9
2.1	Location and Legal Description .....	9
2.2	Property and Vicinity Characteristics .....	9
2.3	Current Property Use .....	9
2.4	Structures, Roads, & Other Improvements on the Site .....	9
2.5	Current Use of Adjoining Properties .....	9
3.0	USER-PROVIDED INFORMATION .....	10
3.1	Title Records .....	10
3.2	Environmental Liens or Activity and Use Limitations .....	10
3.3	Specialized Knowledge .....	10
3.4	Commonly Known or Reasonably Ascertainable Information .....	10
3.5	Valuation Reduction for Environmental Issues .....	10
3.6	Owner, Property Manager, and Occupant Information .....	10
3.7	Reason for Performing Phase I .....	11
3.8	Previous Environmental Reports .....	11
4.0	RECORDS REVIEW .....	12
4.1	Environmental & Physical Setting .....	12
4.1.1	Site Topography .....	12
4.1.2	Local Geology and Hydrogeology .....	12
4.2	Standard Environmental Record Sources .....	12
4.2.1	Database Results – Subject Property .....	12
4.2.2	Database Results – Surrounding Properties .....	13
4.3	Wetlands, Floodplains, Areas of Environmental Concern .....	14
4.4	Local Records Sources .....	14
4.4.1	Fire Department .....	14

PRIVILEGED AND CONFIDENTIAL

Environmental Site Assessment Report  
Lots 2 and 3 Glen Brook Way, Medway MA

ii  
May 2016

4.4.2	Health and Conservation Records.....	14
4.4.3	Building Department Records.....	15
4.4.4	Assessing Department.....	15
4.4.5	Medway Water and Sewer Commission.....	15
4.5	<b>Historical Use Information.....</b>	<b>15</b>
4.5.1	Sanborn Maps.....	15
4.5.2	City Directories.....	15
4.5.3	Historical Aerial Photographs.....	15
4.5.4	Chain of Title.....	16
4.6	<b>Previous Environmental Investigations.....</b>	<b>16</b>
4.7	<b>Summary of Site Uses.....</b>	<b>16</b>
4.8	<b>Summary of Surrounding Land Uses.....</b>	<b>16</b>
5.0	<b>SITE RECONNAISSANCE.....</b>	<b>17</b>
5.1	<b>Methodology and Limiting Conditions.....</b>	<b>17</b>
5.2	<b>General Observations.....</b>	<b>17</b>
5.2.1	Potable Water.....	17
5.2.2	Wastewater.....	17
5.2.3	Storm Water.....	17
5.2.4	Solid Waste.....	17
5.2.5	Hazardous Materials/Chemicals & Hazardous Waste.....	17
5.2.6	Hydraulic Equipment.....	17
5.2.7	Above Ground Storage Tanks.....	17
5.2.8	Underground Storage Tanks.....	17
5.2.9	Polychlorinated Biphenyls (PCBs).....	18
5.2.10	Lead-Based Paint.....	18
5.2.11	Waste Oil.....	18
5.2.12	Asbestos Containing Material (ACM).....	18
5.2.13	Radon.....	18
5.3	<b>Interior Observations.....</b>	<b>18</b>
5.3.1	Heating/Cooling.....	18
5.3.2	Stains or Corrosion.....	18
5.3.3	Drains and Sumps.....	18
5.4	<b>Exterior Observations.....</b>	<b>18</b>
5.4.1	Pits, Ponds, Lagoons, Septic Systems.....	18
5.4.2	Stained Soil or Pavement.....	18
5.4.3	Stressed Vegetation.....	18
5.4.4	Solid Waste.....	19
5.4.5	Wells.....	19

*PRIVILEGED AND CONFIDENTIAL*

Environmental Site Assessment Report  
Lots 2 and 3 Glen Brook Way, Medway MA

iii  
May 2016

6.0	INTERVIEWS .....	20
6.1	User Interview .....	20
6.2	Owner Representative Interview .....	20
6.3	Local Officials Interviews .....	20
7.0	DISCUSSION OF DATA GAPS AND UNCERTAINTIES .....	21
8.0	PHASE I CONCLUSIONS AND RECOMMENDATIONS .....	22
9.0	LIMITED PHASE II INVESTIGATION RESULTS.....	23
10.0	DEVIATIONS .....	24
11.0	REFERENCES .....	25
12.0	SIGNATURE OF ENVIRONMENTAL PROFESSIONAL.....	26

*PRIVILEGED AND CONFIDENTIAL*

Environmental Site Assessment Report  
Lots 2 and 3 Glen Brook Way, Medway MA

iv  
May 2016

**APPENDICES**

<b>APPENDIX A</b>	FIGURES AND TABLES
<b>APPENDIX B</b>	ASSESSING DEPARTMENT RECORDS
<b>APPENDIX C</b>	USER COMPLETED ASTM 1527-13 QUESTIONNAIRE
<b>APPENDIX D</b>	ENVIRONMENTAL DATA RESOURCES REPORT
<b>APPENDIX E</b>	VAPOR ENCROACHMENT SCREENING
<b>APPENDIX F</b>	LOCAL RECORDS
<b>APPENDIX G</b>	EDR SANBORN MAPS
<b>APPENDIX H</b>	EDR CITY DIRECTORY REVIEW
<b>APPENDIX I</b>	EDR AERIAL PHOTOGRAPHS
<b>APPENDIX J</b>	SITE RECONNAISSANCE PHOTOGRAPHS
<b>APPENDIX K</b>	SOIL BORING LOGS AND GROUNDWATER SAMPLING RECORDS
<b>APPENDIX L</b>	LABORATORY DATA REPORTS
<b>APPENDIX M</b>	SUPPORTING DOCUMENTS FOR ENVIRONMENTAL PROFESSIONAL

### EXECUTIVE SUMMARY

*Cooperstown Environmental LLC* (Cooperstown) conducted a Phase I Environmental Site Assessment (ESA) at Lots 2 and 3 Glen Brook Way in Medway, MA (the Subject Property). This ESA was performed in general accordance with the ASTM *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (E 1527-13) and 40 CFR 312 and the Environmental Protection Agency's "All Appropriate Inquiry" (AAI) Final Rule, as outlined in Cooperstown's proposal to Ms. Jennifer Van Campen, representative of Metro West Collaborative Development dated April 6, 2016.

The ESA revealed the history of the Subject Property and adjoining properties dating back to before 1938. The Phase I Environmental Site Assessment was performed in conformance with the scope and limitations of ASTM Practice E 1527-13. There were no exceptions to, or deletions from, this practice. This assessment did not reveal any Recognized Environmental Conditions (RECs) at the Subject Property other than those described below:

- Rusted and unlabeled 55-gallon drums metal wire, plastic, tires and other solid waste including a large rusted metal object were observed during site reconnaissance. The presence of these items on the site suggests that illegal dumping may have occurred on the property and constitutes a **Recognized Environmental Condition**.

Due to the presence of the above recognized environmental condition, as requested by the User of this report, a limited phase II subsurface investigation was performed which included advancement of four soil borings with completion as monitoring wells and the collection of one surface soil sample from below one of the drums. Samples were submitted for laboratory analysis of volatile organic contaminants (all samples), extractable petroleum hydrocarbons (certain samples), and RCRA 8 metals (certain samples). Based on the results of this analysis, the subsurface strata at the site consist of fine to coarse sand and silt with a depth to groundwater of approximately 5 feet in the wetlands area of the property and 10 feet in the uplands area of the property. There were no contaminants detected above reportable concentrations in any of the soil or groundwater samples collected from the property and no further action is required.

Photographs of Existing Site

Glen Brook Way / 33 West Street





Site Plan

## Sample Floor Plans

## Proposed Marketing and Lottery Materials

# **Glen Brook Way Medway**

## **Affirmative Fair Housing Marketing and Tenant Selection Plan**

**December 2016  
DRAFT**

For more information contact:  
Jennifer Van Campen, Metro West Collaborative Development, Inc.  
At 617-923-3505 x 4 or [jvc@metrowestcd.org](mailto:jvc@metrowestcd.org)

## Table of Contents

Overview and Tenant Eligibility.....	3
Application, Lottery Process and Tenant Selection.....	4
Preferences.....	5
Right to Appeal.....	6
Affirmative Marketing Methods.....	6
Marketing Outlets.....	8
Sample Advertisement.....	10
Sample Flyer.....	11
Attachment A: Local Preference Rationale.....	12
Attachment B: Ready Renter Program Application.....	15

# Affirmative Fair Housing Marketing Plan

## Glen Brook Way

Glen Brook Way is a 48 unit multi-family community that will include a mix of unit types and income eligibilities to create more housing choices for Medway area households who need affordable rental housing.

## The Units

The units will include a mix of 1-, 2-, and 3-bedroom units. There will be units available at several income eligibility levels. 10% of the units will be fully wheelchair accessible and all common areas will be fully visitable.

Glen Brook Way will include units available to a variety of household types.

	30% AMI 1-bed*	30% AMI 2-bed*	30% AMI 3-bed*	60% AMI 1-bed	60% AMI 2-bed	60% AMI 3-bed	Total units
Units	2	7	1	11	14	13	48
Rent	\$1,387	\$1,724	\$2,140	\$994	\$1,192	\$1,377	

\*Project Based Voucher units

## Tenant Eligibility

### “Eligible” Household

An eligible household is one that:

- has submitted a complete pre-application
- meets all income and asset criteria described below
- has the appropriate household size for the available unit

A “household” shall mean two or more persons who will live regularly in the unit as their principal residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual.

### Income and Asset Eligibility

The total income of the applicant and all other members of the applicant’s household over the age of eighteen (18) may not exceed 60% of the area median income that includes Medway adjusted for family size to be eligible. An applicant’s total household income cannot exceed the following limits:

Household size	1 persons	2 persons	3 persons	4 persons	5 persons	6 persons
Income limit (30%)	\$20,650	\$23,600	\$26,550	\$29,450	\$31,850	\$34,200
Income limit (60%)	\$41,220	\$47,100	\$52,980	\$58,860	\$63,600	\$68,280

In addition, income will be imputed from the total value of all of the assets of the applicant and all other members of the applicant's household over the age of eighteen (18), as stipulated in the DHCD guidelines. Household income will be verified based on information contained in pay stubs (or equivalent documents) and IRS documents.

#### Household Size Eligibility

Household size should be appropriate for the number of bedrooms in the home.

#### After Initial Lease-Up

Units are subject to annual review of incomes and income limits. If the household's income increases and exceeds 140% of the above limits then the household will no longer be eligible for the affordable unit.

### **Application, Lottery Process and Tenant Selection**

#### Applications and the Lottery Pool

- All potential tenants will be given an application form that identifies their housing needs, income and desired rent.
- All households who submit a complete application and are deemed to be preliminarily eligible shall be entered into the Lottery Pool or Pools that they are eligible for.
- Applications that are not complete or households that appear to not meet the eligibility guidelines will be notified and given seven days to rectify their application.
- Applicants have the right to request a reasonable accommodation(s), which may include a change to a rule, policy, procedure or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing. Applicants may also be entitled to a reasonable modification(s) of the housing, when such modifications are necessary to afford a person with a disability an equal opportunity to use and enjoy the housing.
- Free language assistance is available to households with limited English proficiency.

#### The Lottery and Tenant Selection

- All applicants in the Lottery Pools are assigned a Lottery Number.
- The Lottery will be held in a public accessible place at a convenient time for a majority of applicants.
- All applicants will then be drawn and assigned a Wait List number in the order they were drawn.
- The list will then be reviewed for re-ordering based on preferences.
- The top three households will then be invited to a) see unit and b) get their application verified for final eligibility determination.
- After the Lottery the three households will have seven (7) days to provide additional information required by Metro West CD to verify their eligibility.
- If the highest ranked household, wants the unit and their application is verified and deemed eligible then they will be considered for final selection.
- Final selection will include criminal background checks, credit checks and prior landlord reference.
- Failure to provide the requested information will result in the household becoming ineligible for the unit and they will be removed from the Wait List.

- If a unit is not filled from the first three households from the Wait List then Metro West CD will proceed down the Wait List until the unit(s) is filled.

#### Removal from the Applicant Pool or Lottery Pool

- Households who do not respond to phone or mail inquiries or who do not respond to a request for additional information within the time frame provided shall be removed from the Wait List Pool.
- Households that remain on the Wait List after initial lease-up may remain to fill vacancies for a 24-month period at which time a new marketing plan will be conducted and a new Lottery Pool and Wait List will be created. Those on the Wait List at the time of the purge will be invited to re-apply.

### Preferences

#### Preference for Households with a Member with Disabilities

Across **all applicant pools first preference** shall be given to households with a member with disabilities in need of an accessible or adaptable unit, when such units are available, regardless of household size. When more than one applicant contains a member with a disability then the larger household preference shall apply.

#### Household Size Preference

In an effort to provide housing opportunities appropriate for the size of families, there will be a preference given in the lottery to households that need all of the bedrooms of a given unit.

A "household" is defined as a) two or more persons who will regularly live in the unit as their primary residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or b) an individual.

Within an applicant pool, first preference shall be given to households requiring the total number of bedrooms in the unit based on the following criteria:

1. There is at least one occupant and no more than two occupants per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom.
3. Other household members may share but shall not be required to share a bedroom.

#### Local Preference

The Town of Medway shall define candidates for "local preference" as follows:

- An individual or family legally residing in the Town of Medway;
- A household with at least one person employed by the Town of Medway, or by a company or organization located in the Town of Medway
- A household with at least one child attending Medway public schools

Any person or household who qualifies under the local preference shall have equal consideration in the Local Pool and will also be eligible in the General Pool. If the Local Preference pool has fewer than 27% minority applicants, minority applicants from the General Selection Pool will



also be placed into the Local Preference Pool (via a pre-lottery), until it reaches 27%. The minority percentage will be updated over time as demographic information changes (i.e., release of new Census data).

## **Lottery Pools**

### **General Pool**

All applicants who meet the income limit criteria and who have submitted a complete application will be eligible to enter the General Pool that is the appropriate size for their household

- 1-bedroom General Pool: 5 units
- 2-bedroom General Pool: 6 units
- 3-bedroom General Pool: 3 units

### **Local Preference Pool – See page 12 for Rationale for Local Preference**

To qualify for this pool, at least one member of the applicant’s household must demonstrate that (s)he meets the Town’s definition of local preference.

- 1-bedroom Local Preference Pool: 11 units
- 2-bedroom Local Preference Pool: 15 units
- 3-bedroom Local Preference Pool: 8 units

## **Right to Appeal**

An applicant has the right to appeal the decisions of Metro West CD and/or of the owner/developer within 7 (seven) business days from the date of the written notification. An applicant may in person, or in writing, or via a designee appear before the Appeals Committee chaired by a member of the Board of Directors of Metro West CD, who is not involved in the day-to-day operation of the housing development. At least one member of the Appeals Committee will be a neutral party. At the hearing, the applicant or his/her designee may present supporting information relevant to the reason for rejection. A final decision will be rendered by the Appeals Committee, in writing, within five business days from the date of the hearing.

An applicant concerned with discrimination against them may also contact the Mass Commission Against Discrimination at 617-727-3990 or the US Department of Housing and Urban Development at 617-994-8300.

## **Affirmative Marketing Methods**

Metro West CD seeks to provide clear, accessible information regarding the lease of affordable units at Glen Brook Way, Medway. Affirmative marketing efforts are intended to encourage maximum participation from low – moderate income households and members of the region’s traditionally underserved racial and ethnic communities. Metro West CD does not discriminate on the basis of race, color, religion, national origin, disability, familial status, sex, age, marital status, children, sexual orientation, genetic information, gender identify, ancestry, veteran/military status or membership

### Marketing Activities

The marketing period will be for 60 days (TBD to TBD). The plan consists of five main components:

- 1) Website Postings: The lottery and relevant information will be listed on the websites listed in the “Affirmative Marketing: Websites” chart.
- 2) Direct Mailings: The agencies listed in the “Affirmative Marketing: Organizations” chart on subsequent pages will receive notification of the unit availability and relevant information.
- 3) Information Session: Metro West CD will also conduct two information sessions for households interested in potential units. One on a weekday evening and one on a weekend.
- 4) E-mail blasts: Metro West CD maintains a data base of program participants, which is a racially, ethnically, and geographically diverse pool of potential applicants.
- 5) Print Advertisements: The publications listed in the “Affirmative Marketing: Advertisements” chart on subsequent pages will advertise the Glen Brook Way guidelines. Advertisements shall run twice during the marketing period.

Applications and information packets will be available at the Medway Town Hall, the Medway Council on Aging, and will be available via mail or e-mail by contacting the office of Metro West CD. The staff of Metro West CD are available to assist individuals in the completion of their application and are able to accommodate households with disabilities that may impede their ability to complete the application. Metro West CD staff can also arrange for assistance for households that have limited English proficiency. Applicants have the right to request a reasonable accommodation, which may include a change to a policy, procedure or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing. Applicants may also be entitled to a reasonable modification(s) of the housing, when such modifications are necessary to afford a person with a disability an equal opportunity to use and enjoy the housing.

### Affirmative Marketing Timeline

Advertising for Glen Brook Way begins.	TDB 2018
Information sessions	TBD 2018
Applications may be received.  All <b>COMPLETE</b> applications who are preliminarily eligible will be entered into the Lottery Pools for which they are eligible.	Applications may be mailed, faxed, e-mailed or hand delivered. However, the applicant is responsible for insuring its receipt by Metro West CD.
Applicants who submit incomplete pre-applications will be promptly notified in writing of the deficiencies of their application. They may remedy	

the deficiencies, but will not be placed in the Lottery Pool until the application is complete.	
Applicants deemed ineligible will be notified in writing and given 7 days to appeal the decision.	
The Lottery	TBD 2018
The Wait List shall be used to fill vacancies for a period of 24 months after initial lease-up is complete.	TBD 2019

**Contractor Qualifications**

Metro West CD has successfully implemented affirmative marketing plans and lotteries for the following developments:

- Riverbank Lofts (2006-2007) – 7 ownership units
- Repton Place (2007-2008) – 28 ownership units
- Admiral Cove/Castle Courtyard (2009-2010) – 6 ownership units
- 1060 Belmont (2010) – 18 rental units
- Charlesbank Apts. (2012) – 4 rental
- Riverbank Apts. (2013) – 17 rental
- Myrtle Village (2016) – 7 units
- Warren Avenue (2016) – 7 units

For each development Metro West CD responded to requests for assistance from individuals with limited English proficiency by having translators available, working with sister organizations to provide translation of information sessions, and providing certain written materials in key languages (Spanish and Chinese) as necessary.

There have been no findings or determinations against Metro West CD or its staff for violation of any state or federal fair housing laws and the above developments required no intervention on the part of a Subsidizing Agency to address fair housing complaints or concerns.

## Affirmative Marketing: Websites

Website	Organization
mbhp.org	Metropolitan Boston Housing Partnership
MassAccessHousingRegistry.org	Citizens Housing and Planning Association (CHAPA)
MetroWestCD.org	Metro West Collab. Dev.

# Affirmative Marketing: Organizations

Organizations
Metropolitan Housing Clearing Center/MetroList

Boston area organizations: List attached
Medway organizations: List attached
Framingham organizations: List attached

# Affirmative Marketing: Publications and Media

Media	Area Served	Demographic
El Mundo	Greater Boston	Hispanic / Latino
Bay State Banner	Greater Boston	African American
Sampan	Greater Boston	Chinese & Other Asian
Local Cable Access	Medway Framingham	Mixed

**Affordable Apartments in Medway**

Beautiful brand new 1, 2 and 3 bedroom apartments.

- Lovely setting with play ground and community space
- Medway shuttle to Norfolk T station

**Income Limits Apply**

Household size	Income Limit 30%*	Income Limit 60%
1-person	\$20,650	\$41,220
2-people	\$23,600	\$47,100
3-people	\$26,550	\$52,980
4-people	\$29,450	\$58,860
5-people	\$31,850	\$63,600
6-people	\$34,200	\$68,280

\*successful applicants at this income limit will receive rental assistance

**Maximum Rents\*\*:**

1 bedroom \$994

2 bedroom \$1,192

3 bedroom \$1,377

\*\*including utilities or utility allowance, subject to annual change

Apartments will be awarded through a lottery. Applications due \_\_\_\_\_

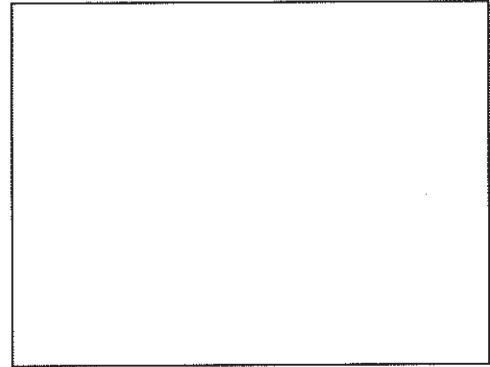
General Info. Sessions: Saturday \_\_\_\_\_ at 11:00 am. At \_\_\_\_\_.

For a pre-application and additional information contact Robyn at Metro West Collaborative Development 617-923-3505 x 5 or visit:

<http://metrowestcd.org/housing-services/>



# Affordable Apartments in Medway



## The Apartments

Units will include:

- 1, 2 and 3 bedroom units
- Some handicapped accessibility
- Lovely setting with playground and community space
- Medway shuttle to Norfolk T station

## The Rents

Maximum rents (including utilities or utility allowance) may be:

- 1 bedroom \$994
- 2 bedroom \$1,192
- 3 bedroom \$1,377



## The Households

Households must meet certain income eligibility requirements:

### **Income Limits Apply**

Household size	Income Limit 30%* area median income	Income Limit 60% area median income
1-person	\$20,650	\$41,220
2-people	\$23,600	\$47,100
3-people	\$26,550	\$52,980
4-people	\$29,450	\$58,860
5-people	\$31,850	\$63,600
6-people	\$34,200	\$68,280

\*successful households at this income limit will receive rental assistance.

Additionally, households may be subject to credit and background checks. Negative information on either reports does not automatically preclude your household from an apartment.

## The Process

To be considered for one of these units contact Metro West Collaborative Development, Inc. to complete a pre-application. Contact Robyn at 617-923-3505 x 5 for a pre-application or visit our website at: [www.metrowestcd.org/](http://www.metrowestcd.org/)

These units will be awarded by Lottery! Applications are due (or postmarked) by TBD.

TTY users please call 711

FREE TRANSLATION ASSISTANCE IS AVAILABLE: Call Robyn at 617-923-3505 x 5.

Organization	Mailing Street	Mailing City	Mailing State/Province	Mailing Zip/Postal Code
Boston Korean Church for Mission	557 Cambridge Street	Allston	MA	02134
Greater BostonChinese Alliance Church	41 Quint Avenue	Allston	MA	02134
International Community Church	557 Cambridge Street	Allston	MA	02134
Korean Methodist Church	5 Saint Lukes Road	Allston	MA	02134
Overseas Burmese Christian Fellowship	557 Cambridge Street	Allston	MA	02134
Asamblea de Iglesias Christians	5 Howard Avenue	Boston	MA	02108
Beacon Communities	2 Center Plaza, Suite 700	Boston	MA	02108
Bethal Pentacostal Church	112 Humboldt Avenue	Boston	MA	02121
Boston Chinese Church	115 Broadway	Boston	MA	02116
Boston Chinese Evangelical	249 Harrison Avenue	Boston	MA	02116
Boston LISC	95 Berkeley St., Suite 202	Boston	MA	02116
Casendino & Company	581 Boylston St., STE 506	Boston	MA	02116
Cathedral Church of St.	138 Tremont Street	Boston	MA	02111
Cathedral of the Holy Cross	1400 Washington Street	Boston	MA	02111
CDC of Boston	801 Albany Street	Boston	MA	02119
CEDAC	One Center Plaza, Suite 350	Boston	MA	02108
Chinese Bible Church of Greater Boston	874 Beacon Street	Boston	MA	02215
Columbus Avenue AME Zion Church	600 Columbus Avenue	Boston	MA	02118
Commonwealth of MA	State House Room 134	Boston	MA	02133
Commonwealth of MA	State House Room 473G	Boston	MA	02133
Congregacion Leon de Juda	68 Northampton Street	Boston	MA	02118
Emmanuel Temple	471 Warren Street	Boston	MA	02121
ETC Development Corp	630 Tremont Street	Boston	MA	02128
Ethiopian Evangelical	88 Tremont Street	Boston	MA	02108
Grace & Hope Mission	1900 Columbus Avenue	Boston	MA	02119
Iglesia de Cristi Miel ELIM	2 San Juan Street	Boston	MA	02118
Iglesia-Bautista Hispano de Boston	88 Tremont Street	Boston	MA	02108
Inquilinos Boricuas en Accion	405 Shawmut Avenue	Boston	MA	02118
MAPC	60 Temple Pl.	Boston	MA	02111
MAPC	60 Temple Pl.,	Boston	MA	02111
Metropolitan Housing Clearing Ctr.	52 Chauncy Street	Boston	MA	02111
MHP	160 Federal St.	Boston	MA	02110
Park Street Church	1 Park Street	Boston	MA	02108
PCI	211 Congress St., 4th Fl.	Boston	MA	02110
Pine Street Inn	434 Harrison Avenue 4th FL	Boston	MA	02118
Rep. David Linsky	State House Room 146	Boston	MA	02133
St John's Hellenic Orthodox	15 Union Park Street	Boston	MA	02215

St. Clement's Church	1105 Boylston Street	Boston	MA	02215
State House	State House Room 312A	Boston	MA	02133
State Representative	State House Room 146	Boston	MA	02133
State Representative	State House Room 39	Boston	MA	02133
State Representative	State House RM 166	Boston	MA	02133
State Representative	State House Room 472	Boston	MA	02133
State Representative	State House Room 139	Boston	MA	02133
State Senator	State House RM 313A	Boston	MA	02133
State Senator	State House RM 413A	Boston	MA	02133
State Senator	State House Room 511C	Boston	MA	02133
The Boston Foundation	75 Arlington Street-10th Floor	Boston	MA	02116
Tufts Medical Center	750 Washington Street	Boston	MA	02111
B'nai B'rith Housing	34 Washington Street	Brighton	MA	02135
Brighton Allston Congregational Church	404 Washington Street	Brighton	MA	02135
Urban Resource Group	168 Chiswick Road	Brighton	MA	02135
Accion	10 Fawcett Street STE 8 Suite	Cambridge	MA	02138
Asamblea de Deus	1991 Mass Avenue	Cambridge	MA	02140
Bethel Hatian Church	234 Franklin Street	Cambridge	MA	02139
Eglise Baptiste Elim	838 Massachusetts Avenue	Cambridge	MA	02139
First Brazilian Baptist	16 Beech Street	Cambridge	MA	02140
First Korean Church	35 Magazine Street	Cambridge	MA	02139
Holy Trinity American Apostolic Church	145 Brattle Street	Cambridge	MA	02138
Homeowners Rehabilitation, Inc.	280 Franklin Street	Cambridge	MA	02139
Just A Start Corp.	1035 Cambridge St. STE 12	Cambridge	MA	02141
St. Augustine's African Orthodox Church	137 Allston Street	Cambridge	MA	02140
St. Sava Serbian Orthodox	41 Alewife Brook Parkway	Cambridge	MA	02140
First Church Charlestown	10 Green Street	Charlestown	MA	02129
Primeira Igreja Bautista de Boston	24 Cambridge Street	Charlestown	MA	02129
Dedham Council on Aging	735 Washington Street	Dedham	MA	02026
ALL Saints Episcopal	209 Ashmont Street	Dorchester	MA	02124
Azusa Christian Community Center	411 Washington Street	Dorchester	MA	02124
Born Again House of Ministry Inc.	301 Columbia Road	Dorchester	MA	02124
Calvary Baptist Church	286 Ashmont Street	Dorchester	MA	02124
Codman Square NDC	587 Washington Street	Dorchester	MA	02124
Dorchester Bay EDC	594 Columbia Road	Dorchester	MA	02125
Dorchester Cape Verdian SDA Church	424 Washington Street	Dorchester	MA	02124
Fields Corner CDC	One Arcasdia Street	Dorchester	MA	02122
Grace Church of All Nations	451 Washington Street	Dorchester	MA	02124
Iglesia de Dios Pentacostal MI	675 Washington Street	Dorchester	MA	02124



Macedonia Baptist Church	142 Norfolk Street	Dorchester	MA	02124
Mark's Catholic Church	1725 Dorchester Avenue	Dorchester	MA	02129
Quincy CDC	3200 Blue Hill Avenue PO Box 51	Dorchester	MA	02121
St Peter's	311 Bowdoin Street	Dorchester	MA	02124
Vietnamese Alliance Church	286 Ashmont Street	Dorchester	MA	02124
Vietnamese Assemblies of God	40 Pleasant Street	Dorchester	MA	02124
Central Assembly of God	50 Bennington Street	East Boston	MA	02128
East Boston CDC	72 Marginal Street	East Boston	MA	02128
Iglesia Ebenezer AIC	168 Saratoga Street	East Boston	MA	02128
Norfolk Advocates for Children	12 Payson Rd	Foxborough	MA	02035
Foxborough Food Pantry	35 Neponset Ave	Foxborough	MA	02035
Hockomock Area YMCA	67 Mechanic St	Foxborough	MA	02035
Doolittle Home	16 Bird St	Foxborough	MA	02035
Foxborough Council on Aging	75 Central St	Foxborough	MA	02035
Foxborough Cable Access Inc	28 Central St	Foxborough	MA	02035
Knights of Columbus	14 Church St	Foxborough	MA	02035
Sanskar Culture Society	33 Commercial St	Foxborough	MA	02035
Kennedy-Donovan Center	1 Commercial St	Foxborough	MA	02035
Behavioral Health Strategies	12 Spring St	Foxborough	MA	02035
Adolescent Consultaion Service	110 Mt. Wayte Avenue	Framingham	MA	01702
Assembly of God Church	25 Loring Drive	Framingham	MA	01702
Bethany Health Care Center	97 Bethany Road	Framingham	MA	01702
Board of Health	150 Concord Street Room 222	Framingham	MA	01702
Boys and Girls Club of Metro West	154 Pearl Street	Framingham	MA	01702
Burr Corp Community Service	380 Old Conneticut Path	Framingham	MA	01702
Callahan Senior Center	535 Union Avenue	Framingham	MA	01702
Framingham Board of Assessors	150 Concord St RM 101	Framingham	MA	01702
Framingham Board of Assessors	150 Concord St. RM 101	Framingham	MA	01702
Framingham Board of Health	150 Concord Street Room 222	Framingham	MA	01702
Framingham Board of Health	150 Concord Street Room 222	Framingham	MA	01702
Framingham Board of Selectmen	150 Concord Street	Framingham	MA	01702
Framingham Board of Selectmen	150 Concord Street Room 121	Framingham	MA	01702
Framingham Coalition	118 Union Avenue	Framingham	MA	01702
Framingham Housing Authority	One John J. Brady Drive	Framingham	MA	01702
Framingham Housing Authority	One John J. Brady Drive	Framingham	MA	01702
Framingham Planning Board	150 Concord Street, RM B37	Framingham	MA	01702
Framingham Planning Dept.	150 Concord St., B2	Framingham	MA	01702
Framingham Public Library	49 Lexington Street	Framingham	MA	01702
Framingham School Committee	454 Water Street	Framingham	MA	01702
Framingham School Committee	454 Water Street	Framingham	MA	01702
Jewish Family Service of Metro West	475 Franklin Street	Framingham	MA	01702
Metro West YMCA	280 Old Conneticut Path	Framingham	MA	01702
MW Health Foundation	161 Worcester Road	Framingham	MA	01702
Performing Arts Center of Metro West	140 Pearl Street	Framingham	MA	01702

South Side Community Day Care	567 Salem End Road	Framingham	MA	01702
VFW	1034 Pond Street	Franklin	MA	02038
Elks Lodge	1077 Pond Street	Franklin	MA	02038
Back to Business	1 Huckleberry Ln	Franklin	MA	02038
Horace Mann Educational Associates	8 Forge Pkwy	Franklin	MA	02038
Santa Foundation Inc	1 Joy St	Franklin	MA	02038
YMCA	45 Forge Hill Rd	Franklin	MA	02038
Greater Gardner CDC	246 Central Street	Gardner	MA	01440
Amazing Grace	1201 Hyde Park Avenue	Hyde Park	MA	02136
Assemblee Chretienne	12001-1205 Hyde Park Avenue	Hyde Park	MA	02136
Eglise Bethel Missionnaire	1201-1205 Hyde Park Avenue	Hyde Park	MA	02136
Southwest Boston CDC	11 Fairmount Avenue, Room 101	Hyde Park	MA	02136
Bethel AME Church	86 Wachusett Street	Jamaica	MA	02130
Ebenezer Haitian Church of Nazzarene	171 Armonry Street	Plain	MA	02130
Jamaica Plain NDC	31 Germania Street	Jamaica	MA	02130
Mission Church	1545 Tremont Street	Jamaica	MA	02130
St. Andrews Ukrainian Orthodox Church	24 Orchard Hill Road	Plain	MA	02130
Blue Hill Church of Christ	1505 Blue Hill Avenue	Mattapan	MA	02126
Church of the Holy Spirit	525 River Street	Mattapan	MA	02126
Jubilee Christian Church	1500 Blue Hill Avenue	Mattapan	MA	02126
Charles River Bank	70 Main Street	Medway	MA	02053
Town of Medway	155 Village St.	Medway	MA	02053
Town of Medway	155 Village Street	Medway	MA	02053
Betania2	154 Summer St	Medway	MA	02053
VFW	123 Holliston St	Medway	MA	02053
Medway Country Manor Nursing	115 Holliston St	Medway	MA	02053
Friends of the Elders	76 Oakland St	Medway	MA	02053
Medway House	17 Holliston St	Medway	MA	02053
Medway Business Council	89 Main St	Medway	MA	02053
Charles River Masonic Temple	37 Cottage St	Medway	MA	02053
IUOE Local 4 Union Office	16 Trotter Dr	Medway	MA	02053
Brandon Residential Treatment Center	27 Winter Street	Natick	MA	01760
Center for the Arts	14 Summer Street	Natick	MA	01760
Christ Evangelical Lutheran Church	113 Union Street	Natick	MA	01760
Congregation for Shalom	814 Worcester Road	Natick	MA	01760
Crossroads School for Children	11 Huron Drive	Natick	MA	01760
Family Promise Metro West	PO Box 847	Natick	MA	01760
First Baptist Church	13 Common Street	Natick	MA	01760
Horne & Johnson Architects	1 South Ave.	Natick	MA	01760
Natick Public Library	14 East Central Street	Natick	MA	01760
Natick Board of Selectmen	13 East Central Street	Natick	MA	01760
Natick Economic Dev. Committee	13 East Central Street	Natick	MA	01760

Natick Housing Authority	4 Cottage Street	Natick	MA	01760
Natick Planning Dept.	13 East Central St.	Natick	MA	01760
Natick Rotary Club	PO Box 16	Natick	MA	01760
Natick Service Council	2 Webster Street	Natick	MA	01760
Natick VNA	209 West Central Street	Natick	MA	01760
Council on Aging	28 Medway Branch	Norfolk	MA	02056
Norfolk Community Television	158 Main St #5	Norfolk	MA	02056
Melkite-Greek Church	7 VFW Parkway	Roslindale	MA	02131
Russian Orthodox Church	963 South Street	Roslindale	MA	02131
All Saints Pentacostal	50 Guild Street	Roxbury	MA	02119
Elton & Hampton Architects	103 Terrace St.	Roxbury	MA	02120
Grove Hall NDC	7 Cheney Street	Roxbury	MA	02121
Iglesia de Cristo Misionera, Mission Hil	1522 Tremont Street	Roxbury	MA	02120
Lena Park CDC	1542 Columbus Avenue, Suite 3	Roxbury	MA	02119
Madison Park CDC	184 Dudley Street Suite 400	Roxbury	MA	02119
New Life United African Church	10 Putnam Street	Roxbury	MA	02119
Salvation Army Roxbury Ctr.	23 Vernon Street	Roxbury	MA	02119
St. John's Missionary Baptist Church	230 Warren Street	Roxbury	MA	02119
Albanian Orthodox	523 E Broadway	South	MA	02127
Holy Trinity Albanian Orthodox Church	245 D Street	Boston	MA	02127
Our Lady of Czestochowa	655 Dorchester Avenue	South	MA	02127
South Boston NDC	365 West Broadway	South	MA	02143
St. Brigid's Church	845 East Broadway	South	MA	02127
St. Peter Lithuanian Church	75 Flaherty Way	South	MA	02127

Local

Preference

Rationale



## Application for Regional Ready Renter Program – 2016

### Instructions

You must submit a completed application with all the required supporting documents in order to be eligible for the affordable rental housing offered through the Ready Renter Program. This includes:

- A) A complete application with the all the required information for you and each member of your household.
- B) Supporting documents, including:
  - 1. Two (2) most recent pay stubs for all members of the household who are age 18 and older; current documentation of income for all self-employed persons who are age 18 and older
  - 2. Current documentation of all other income sources for persons who are age 18 and older, which includes: social security income, pension income, disability income, unemployment benefits, child support and alimony payments, money from friends and family, etc. Any household member who is age 18 and older who does not have a source of income must complete the "No Income Verification" form included in Page 4 of the application.
  - 3. The most recent statement for every savings account, checking account, retirement account (401k, pension) and other asset accounts (CDs, stocks, bonds and other investments) for all household members who are age 18 and older; statements for checking accounts and savings accounts must include all deposits and withdrawals.
  - 4. Evidence of Section 8 Voucher or other rental voucher, if applicable; voucher must be current.
- C) **The staff of Metro West CD is available to assist individuals in the completion of their application and is able to accommodate households with disabilities that may impede their ability to complete the application.** Metro West CD staff can also arrange for assistance for households that have limited English proficiency. Applicants have the right to request a reasonable accommodation(s), which may include a change to a rule, policy, procedure or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing. Applicants may also be entitled to a reasonable modification(s) of the housing, when such modifications are necessary to afford a person with a disability an equal opportunity to use and enjoy the housing.

If you have questions or need assistance filling out this form please contact Robyn to schedule an appointment. She can be reached at 617-923-3505 ext. 5. She can provide a translator if necessary. TYY Callers Dial 711

Creemos que la solicitud es muy extensa y complicada. Nos gustaria ayudarle a rellenarla. Por favor, póngase en contact con Robyn para fijar fecha de ayudarle a hacerlo. Puede llamarla al teléfono 617-923-3505 x 5.

Return complete application to:

Metro West CD  
RE: Ready Renter Program  
79-B Chapel Street  
Newton, MA 02458  
Fax to: 617-923-8241





**General Information**

Applicant's Name \_\_\_\_\_ Co-Applicant's Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Non-English Speaking Applicant (optional) \_\_\_\_ Yes \_\_\_\_ No Language Preference \_\_\_\_\_

Total Number of People in Household (including yourself) \_\_\_\_\_

You may be eligible for a "local preference" consideration so please include:

Town(s) your household members work in: \_\_\_\_\_

Town(s) your children attend public school in: \_\_\_\_\_

**Optional\*:** Do you or any member of your household classify yourself as any of the following? (This may include more than one group). Responses are voluntary and will help us track the diversity of the applicant pool.

- Asian/Native Hawaiian/Pacific Islander
- Black/African-/Caribbean-American
- Latino/a
- Native American
- White/Caucasian
- Another Race or Ethnicity (please specify): \_\_\_\_\_

**Housing Information**

Do you currently \_\_\_\_ Own \_\_\_\_ Rent \_\_\_\_ Other Please specify \_\_\_\_\_

Current monthly rent or mortgage payment: \$ \_\_\_\_\_

Which utilities do you pay: \_\_\_\_ Heat \_\_\_\_ Electricity \_\_\_\_ Hot Water \_\_\_\_ Other \_\_\_\_\_

Do you have a Section 8 Voucher or other rental voucher? \_\_\_\_ Yes \_\_\_\_ No  
(You must include a copy of your Section 8 Voucher with your application)

Bedroom Size Requested (you can request more than one)

\_\_\_\_ Studio \_\_\_\_ 1-BR \_\_\_\_ 2-BR \_\_\_\_ 3-BR \_\_\_\_ 4-BR

Development Name or Town/City where you are interested in living: \_\_\_\_\_

ACCESSIBILITY REQUESTED (check all that apply):

\_\_\_\_ Wheelchair accessible unit \_\_\_\_ Unit accessible for sensory impairments  
\_\_\_\_ Other/some accessible features (If so, please explain):

\_\_\_\_\_  
\_\_\_\_\_

Does any member of your household require a reasonable accommodation or modification based on a disability? If yes, please explain (responding to this question is optional):

\_\_\_\_\_  
\_\_\_\_\_



**Landlord Contact Information**

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address of apt. rented from landlord: \_\_\_\_\_ Town: \_\_\_\_\_ State: \_\_\_\_\_

Is this your current landlord or previous landlord? \_\_\_\_\_ Current Landlord \_\_\_\_\_ Previous Landlord

**Household Composition**

List all persons who live with you in your home in the table below

Name	Relationship to head of household (spouse, child, aunt, etc.)	Date of birth	Last four digits of Social Security Number	Student – Yes or No
	SELF			

Will all household members listed in your application be moving with you? \_\_\_ Yes \_\_\_ No If No, please explain:

\_\_\_\_\_  
 \_\_\_\_\_

Do you anticipate any additions to the household in the next 12 months? \_\_\_ Yes \_\_\_ No If Yes, please explain:

\_\_\_\_\_  
 \_\_\_\_\_

Do you own any pets? \_\_\_ Yes \_\_\_ No If Yes, list the type and number of pets: \_\_\_\_\_

Are any members of the household enrolled in an institution of higher learning? \_\_\_ Yes \_\_\_ No If yes, how many? \_\_\_

Will any members of the household become full-time students in the next 12 months? \_\_\_ Yes \_\_\_ No

Are you or any member of your family currently using an illegal substance? \_\_\_ Yes \_\_\_ No

Have you or any member of your family ever been convicted of a crime other than a traffic violation? \_\_\_ Yes \_\_\_ No If Yes, please explain:

\_\_\_\_\_  
 \_\_\_\_\_

Have you or any member of your family ever been evicted from any housing? \_\_\_ Yes \_\_\_ No If Yes, please explain:

\_\_\_\_\_  
 \_\_\_\_\_



Does anyone outside of your household pay for any of your bills or give you money on a regular basis?  
 \_\_\_ Yes \_\_\_ No If Yes, Please explain:

**Income Information**

List all income from employment for all members of the household age 18 and older, including students

Household member name	Employer name or 'Self' for self employed persons	Gross annual income – List salary or the hourly rate and the number of hours worked each week

**YOU MUST INCLUDE THE TWO MOST RECENT PAYSTUBS FOR ALL EMPLOYMENT INCOME WITH YOUR APPLICATION. SELF-EMPLOYED INDIVIDUALS MUST PROVIDE CURRENT DOCUMENTATION OF INCOME**

List all other income sources in the table below; if an income source does not apply, write N/A  
 Income includes: social security income, pension income, disability income, unemployment income, child support income, and other recurring income from any and all sources. All household members age 18 and over who have no source of income must complete the 'No Income Verification' form on Page 4.

Household member name	Source of income	Gross monthly amount
	<i>Social Security</i>	
	<i>Social Security</i>	
	<i>SSI Benefits</i>	
	<i>Pension</i>	Pension Source: Monthly Amount:
	<i>Pension</i>	Pension Source: Monthly Amount:
	<i>Disability Benefits</i>	
	<i>Child Support</i>	
	<i>Alimony</i>	
	<i>Unemployment Benefits</i>	
	<i>TANF</i>	
	<i>Periodic payments from family/friends</i>	
	<i>Interest Income</i>	
	<i>Interest Income</i>	
	<i>Other</i>	
	<i>Other</i>	

**YOU MUST INCLUDE CURRENT DOCUMENTATION FOR ALL OTHER INCOME SOURCES**





**No Income Verification**

To be completed by household members who are age 18 and older and who have no source of income. If you have a source of income, you do not need to complete this page.

I, \_\_\_\_\_, do hereby certify that I do not have any sources of income. I rely on my family to provide my basic life necessities.

I certify that this statement is true to the best of my knowledge and belief. I understand that false statements or information are punishable under federal law.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



**Asset Information**

List all household financial assets, including: cash, savings and checking accounts, stocks and bonds, retirement accounts (pension, 401K, etc.) and any other forms of capital investment. Do *not* include the value of personal property such as furniture and automobiles.

Name of account holder	Name of financial institution	Account type	Last 4 digits of account #	Account balance	Are there any restrictions and/or penalties for withdrawal?
		Checking			
		Checking			
		Checking			
		Savings			
		Savings			
		Cash Value of Whole Life Insurance			
		401(k)/403(b)			
		401(k)/403(b)			
		Roth IRA			
		Roth IRA			
		Savings Bonds			
		Savings Bonds			
		Stocks/Bonds			
		Stocks/Bonds			
		Money Market			
		Investment Property			
		Other			
		Other			
		Other			

**YOU MUST PROVIDE THE MOST RECENT STATEMENT FOR ALL SAVINGS AND CHECKING ACCOUNTS, WHICH MUST INCLUDE A RECORD OF ALL DEPOSITS AND WITHDRAWALS; FOR ALL OTHER ASSETS YOU MUST PROVIDE THE MOST STATEMENT, WHICH MUST INCLUDE THE TOTAL VALUE OF THE ASSET AND ANY INCOME EARNED IN THE YEAR TO DATE**

**PLEASE COMPLETE BEFORE GOING TO THE NEXT PAGE**

- I/We have provided the required documentation for all household income sources; any household members age 18 and older who do not have an income source have completed the 'No Income Verification' form.
- I/We have provided the required documentation for all household assets.
- Please check only if you prefer to receive monthly information about affordable housing opportunities via email. You must provide your email address with your application for this option. If you do not check this box you will receive a hard copy mailing each month at your mailing address.



**Certifications (To be signed by every household member age 18 and older)**

**Certification of Information**

- I/We certify that all information furnished in this application for affordable housing is true and complete to the best of my/our knowledge.
- I/We understand that any false statement, made knowingly and willfully, will be sufficient cause for rejection of my/our application.
- I/We do not maintain a separate subsidized rental unit in another location.
- I/We further certify that this will be my/our permanent residence.
- I/We understand that a security deposit must be paid for this apartment prior to occupancy.
- I/We understand that upon occupancy of an affordable rental unit, the management company and Metro West CD must approve ANY changes to the number of people living in the unit.
- I/We understand that eligibility for housing will be based upon applicable income limits and by management criteria.
- I/We understand that ANY false information on this application or statements given are punishable by law and will lead to cancellation of this application or termination of tenancy after occupancy.

Applicant's Printed Name \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant's Printed Name \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant's Printed Name \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant's Printed Name \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

**In the event of an emergency please contact:**

Name: \_\_\_\_\_ Relationship to Applicant: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_



**Release of Information (To be signed by every household member age 18 and older)**

I/We hereby authorize Metro West CD or its agent, to obtain verification from any source named in this application. Additionally, I understand that Metro West CD reserves the right to review a CORI report for each applicant. In addition, the undersigned authorize and direct any federal, state, or local agency, organization, business or individual to release information to representatives of Metro West CD, which may be necessary for me to become or remain a housing tenant.

I/We understand that this authorization or the information obtained with its use may be given to and used to administer and enforce program rules and policies in compliance with HUD or Massachusetts DHCD or any other federal or state housing program guidelines. I/We also consent Metro West CD to release information from my/our files about my/our rental history to credit bureaus, collection agencies or future landlords with my/our expressed consent. This includes records on my/our payment history and compliance with lease or occupancy regulations.

**CONDITIONS:** I/We agree that a photocopy or facsimile or other electronic transmission of this authorization may be used for the purposes stated above. The original of this authorization is on file in the Metro West CD office and will stay in effect for 18 months from the date signed.

I/We understand that all decisions made by Metro West CD are final and that any appeals must be submitted in writing to the Metro West CD Board of Director.

Applicant's Printed Name \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant's Printed Name \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant's Printed Name \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant's Printed Name \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

***Metro West CD does not discriminate on the basis of race, color, religion, national origin, disability, familial status, sex, age, marital status, children, sexual orientation, genetic information, gender identity, ancestry, veteran/military status, or membership.***



**Join Metro West Collaborative Development!**

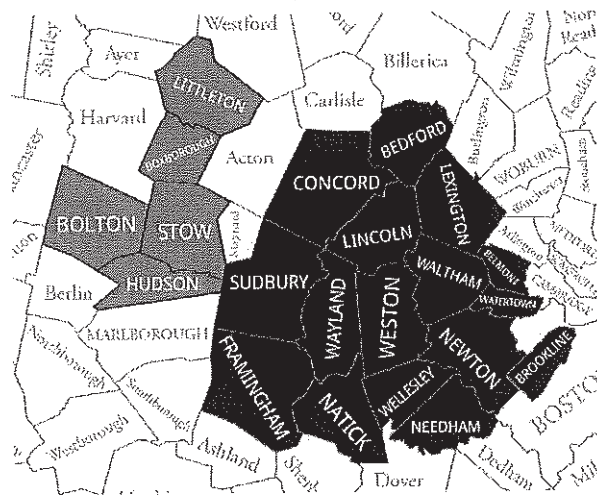
Do you think affordable housing and community economic development are important?

Then show your support by joining Metro West CD – **it's free!**

Metro West CD works in these 21 towns and cities to:

- 1) Create and promote affordable housing;
- 2) Support economic development that provides local jobs and builds neighborhood centers; and
- 3) Build alliances with local partners to address other community issues.

**Sign Me Up! It's Free!**



Name \_\_\_\_\_ Street Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_

**\*\*You may also join by going to: [www.metrowestcd.org](http://www.metrowestcd.org) and enroll with our Email List Sign Up\*\***

**We NEVER give away your contact info!**

# Glen Brook Way



## Project Description

Affordable rental Apartments

- 16 One-Bedroom
- 21 Two-Bedroom
- 11 Three-Bedroom

Site amenities including:

- Property management office
- 72 parking spaces
- Play ground
- School bus shelter
- Nature Path
- Significant landscaping
- Dark Sky sensitive site lighting

## Unit Distribution

	1 BR		2 BR		3 Br		Notes
	Sq.Ft	Units	Sq.Ft	Units	Sq.Ft	Units	
<b>Building Type A (Buildings 1,2,3)</b>							3 Identical Buildings
Unit 1			821	3			
Unit 2	640	3					
Unit 3	600	3					
Unit 4			924	3			
Unit 5			932	3			
Unit 6					1165	3	
Unit 7					1007	3	
<b>Building Type B (Building 4)</b>							
Unit 1			821	1			Accessible
Unit 2	640	1					Accessible
Management Office	600						
Unit 4			924	1			
Unit 5			932	1			
Unit 6					1165	1	
Unit 7					1007	1	
<b>Building Type C1 (Building 5)</b>							
Unit 1	580	1					
Unit 2					1120	1	Accessible
Unit 3	580	1					
Unit 4	580	1					
Unit 5	580	1					
Unit 6			910	1			
Unit 7			910	1			
Unit 8			910	1			
Unit 9			910	1			
Unit 10					1120	1	
Unit 11			910	1			
<b>Building Type C2 (Building 6)</b>							
Unit 1	580	1					
Unit 2	580	1					
Unit 3	580	1					
Unit 4	580	1					
Unit 5	580	1					
Unit 6			910	1			
Unit 7			910	1			
Unit 8			910	1			
Unit 9			910	1			
Unit 10					1120	1	
<b>Total</b>	<b>16</b>	<b>21</b>	<b>11</b>				<b>48</b>
5% Accessible 2A		0.6	1.05	0.55			2.4

## Drawing List

C100 Utility Plan  
L100 Architectural Site Plan  
L110 Architectural Planting Plan

A100 Unit Type A - First Floor  
A101 Unit Type A - Second Floor  
A102 Unit Type A - Third Floor  
A103 Unit Type A - Roof Plan (Not Included)  
A104 Unit Type A - Basement Plan (Not Included)  
  
A105 Unit Type B - First Floor Plan (Not Included)

A110 Unit Type C1 - First Floor Plan  
A111 Unit Type C1 - Second Floor Plan  
A112 Unit Type C1 - Third Floor Plan  
A113 Unit Type C1 - Roof Plan (Not Included)  
A114 Unit Type C1 - Basement Plan

A115 Unit Type C2 - First Floor Plan  
A116 Unit Type C2 - Second Floor Plan  
A117 Unit Type C2 - Third Floor Plan  
A118 Unit Type C2 - Roof Plan (Not Included)  
A119 Unit Type C2 - Basement Plan

A200 Unit Type A - Elevation  
A201 Unit Type A - Elevation  
A202 Unit Type B - Elevation  
A210 Unit Type C1- Elevation  
A211 Unit Type C1- Elevation  
A212 Unit Type C1 & C2- Side Elevation

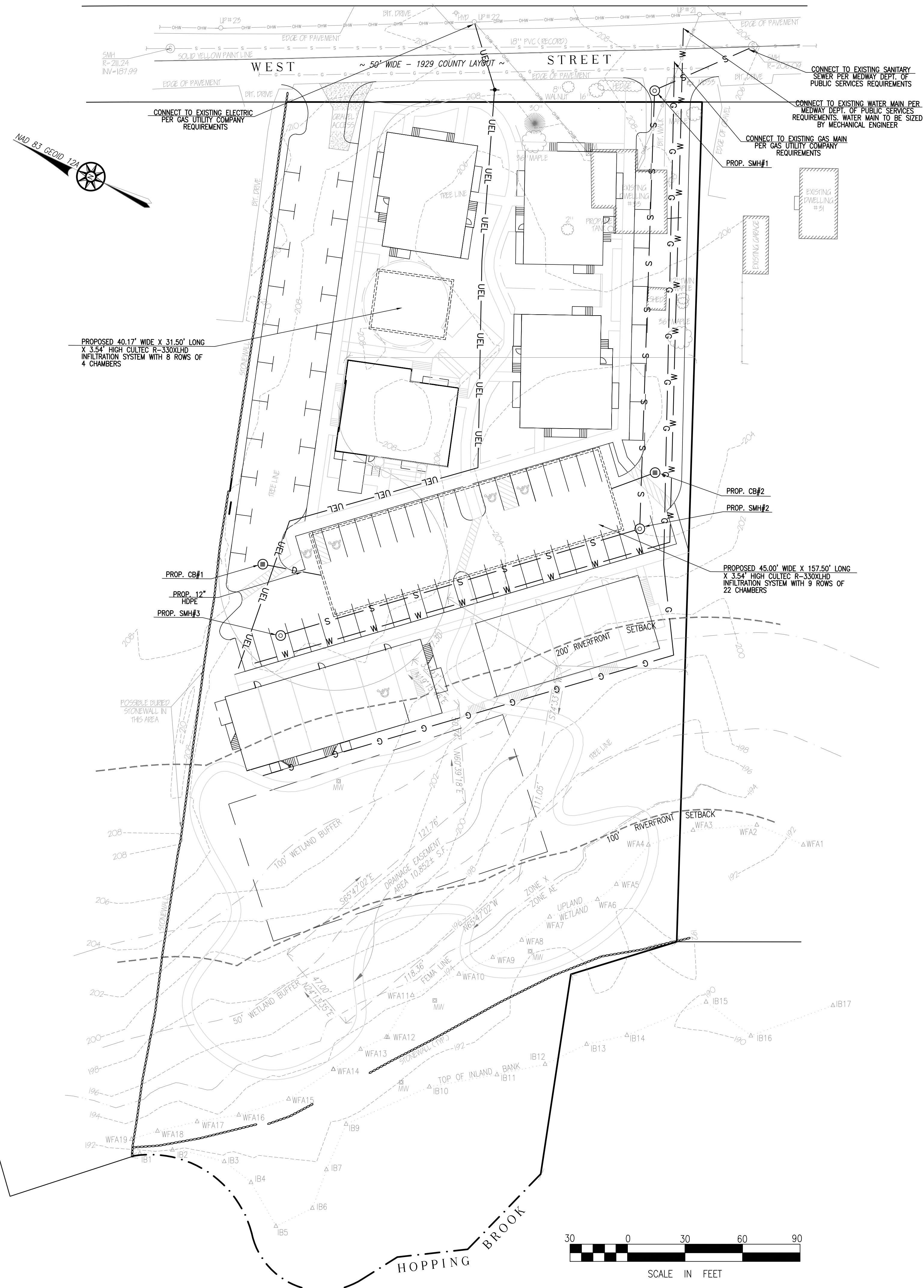
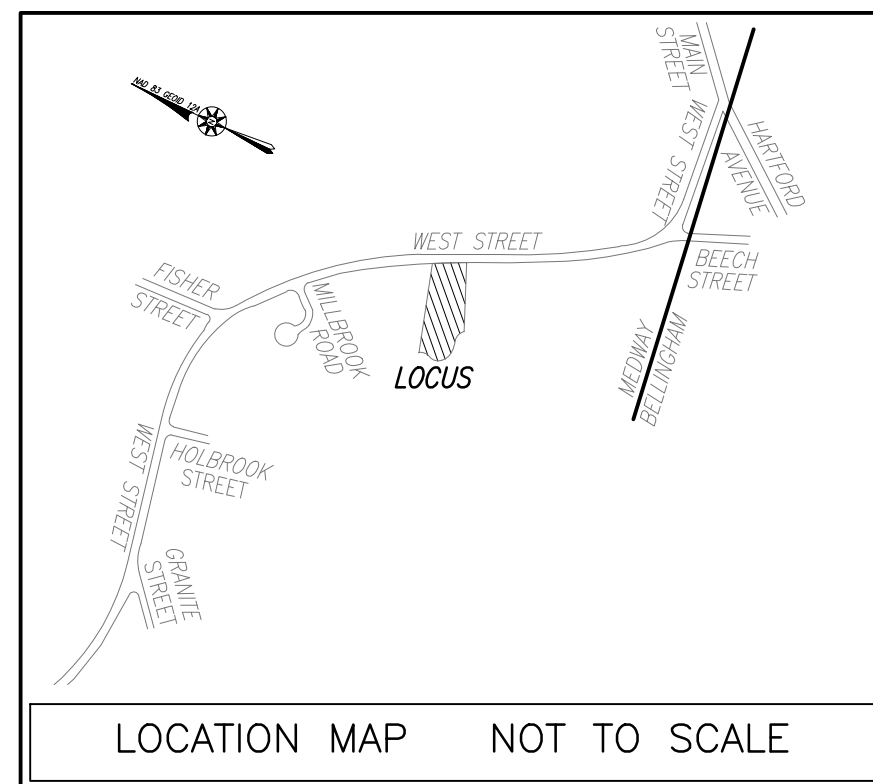
Glen Brook Way

1 Glen Brook Way Medway, MA

Metrowest Collaborative Development

meander Studio  
collaborative design

File Name:  
Project Name: MS\_MEDWAY  
Project Number: PROJECTNUMBER  
Date: 11.14.16  
Scale: 1/20  
Drawing Number



**LEGEND**

EXISTING	DESCRIPTION	PROPOSED
	PROPERTY LINE	
	2' CONTOUR	
	SPOT ELEVATION	
	EDGE OF PAVEMENT	
	VERTICAL GRANITE CURB	
	VERTICAL CONCRETE CURB	
	CAPE COD BERM	
	WATER LINE	
	OVERHEAD WIRE	
	GAS LINE	
	ELECTRIC & TELEPHONE CABLE	
	UNDERGROUND ELECTRIC	
	FENCE	
	DRAIN LINE	
	SEWER LINE	
	ROOF DRAIN	
	ELECTRICAL MANHOLE	
	DRAIN MANHOLE	
	HYDRANT	
	WATER GATE	
	CATCH BASIN	
	SIGN	
	BOLLARD	
	UTILITY POLE	
	SEWER MANHOLE	
	UNIDENTIFIED MANHOLE	
	MONITORING WELL	
	GAS GATE	
	GAS METER	
	WATER METER	
	ELECTRICAL METER	
	DOUBLE YELLOW CENTER LINE	
	SINGLE WHITE EDGE LINE	
	POLYVINYL CHLORIDE	
	MASS. HIGHWAY BOUND FOUND	
	CONCRETE BOUND FOUND	
	PARKING SPACE COUNT	
	AREA LIGHT	
	GRADE TO DRAIN	

- NOTES:**
1. PROPERTY LINE, STREET LINE AND OWNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE NORFOLK COUNTY REGISTRY OF DEEDS AND THE TOWN OF MEDWAY ASSESSORS DEPARTMENT.
  2. TOPOGRAPHY AND DETAIL INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND SURVEY PERFORMED BY MERRILL ENGINEERS AND LAND SURVEYORS DURING JULY OF 2016.
  3. ALL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988. PLAN IS HORIZONTALLY REFERENCED TO MASS MAINLAND NAD83 STATE PLANE COORDINATES.
  4. SUBJECT SITE IS IN THE "AGRICULTURAL-RESIDENTIAL II (AR-II)" DISTRICT AS DEPICTED ON THE TOWN OF MEDWAY ZONING MAP.
  5. EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN COMPILED BASED ON OBSERVED ABOVE GROUND EVIDENCE AND AVAILABLE RECORD PLANS AND ARE TO BE CONSIDERED APPROXIMATE. MERRILL CORPORATION DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN OR THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN.

**REVISIONS**

NO.	DESCRIPTION

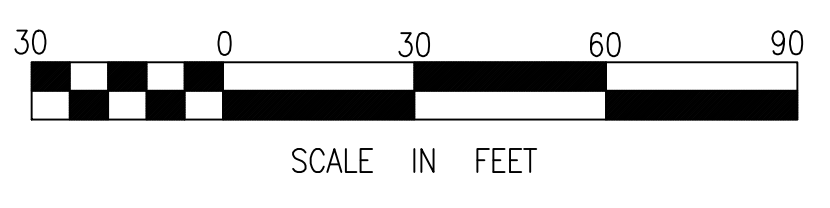
DRAWN BY: VC  
 DESIGNED BY: PGP  
 CHECKED BY: PGP

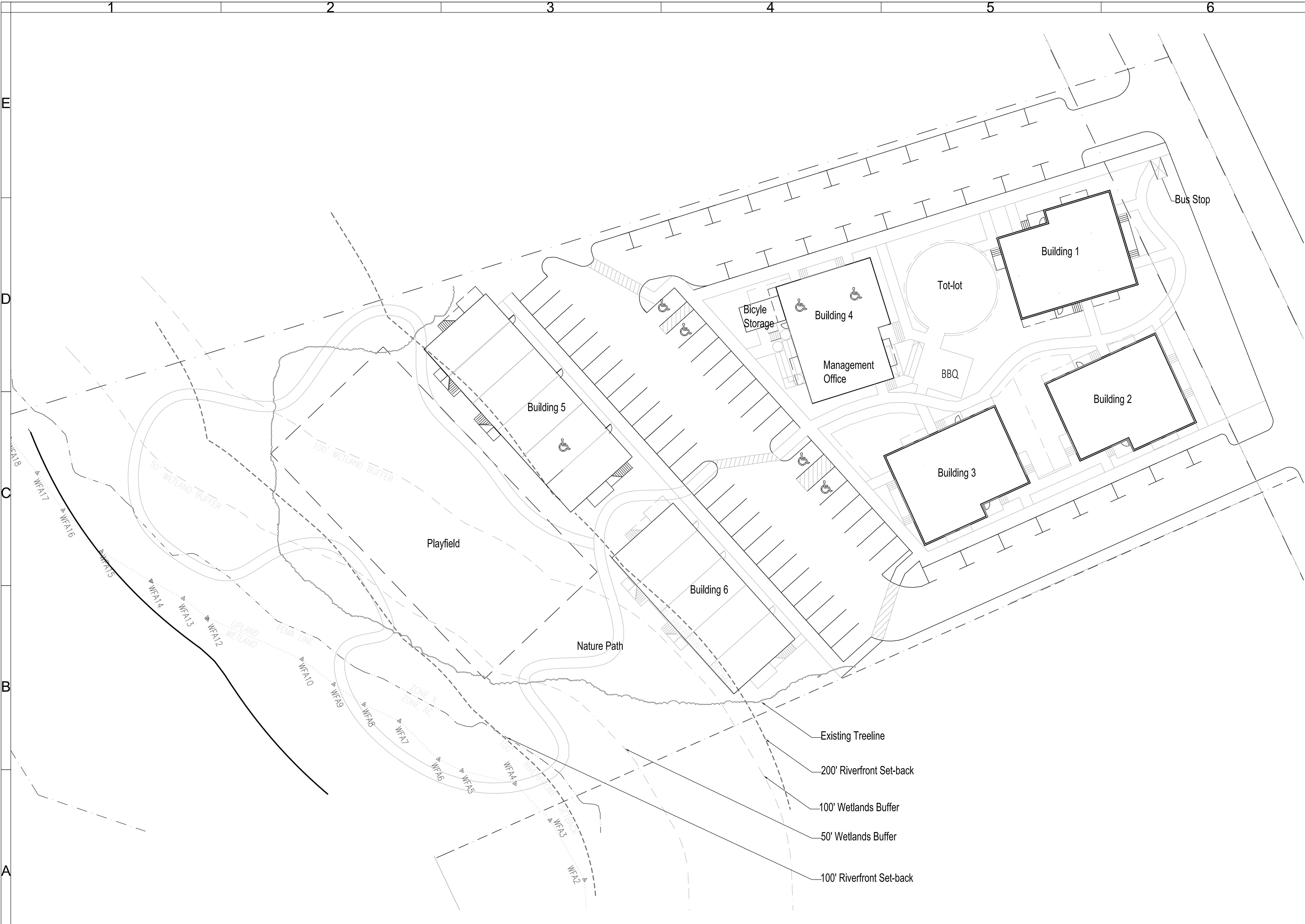
**Merrill**  
 Engineers and Land Surveyors  
 427 COLUMBIA ROAD, HANOVER, MA 02339 / T: (781) 826-9200  
 26 UNION STREET, PLYMOUTH MA 02360 / T: (508) 746-6060  
 WWW.MERRILLINC.COM

**CONCEPT PLAN**  
**WEST STREET**  
**MEDWAY, MASSACHUSETTS**  
 PREPARED FOR: METRO WEST COLLABORATIVE DEVELOPMENT  
 79-B CHAPEL STREET  
 NEWTON, MA 02458

DECEMBER 14, 2016  
 SCALE: AS-NOTED  
 JOB No. 16-064  
 LATEST REVISION:

**STORMWATER & UTILITY PLAN**  
**C100**  
 SHEET 1 OF 1





# Glen Brook Way

1 Glen Brook Way, Medway, MA

Metrowest Collaborative Development

No.	Revision/Issue	Date

**meander** Studio  
collaborative design

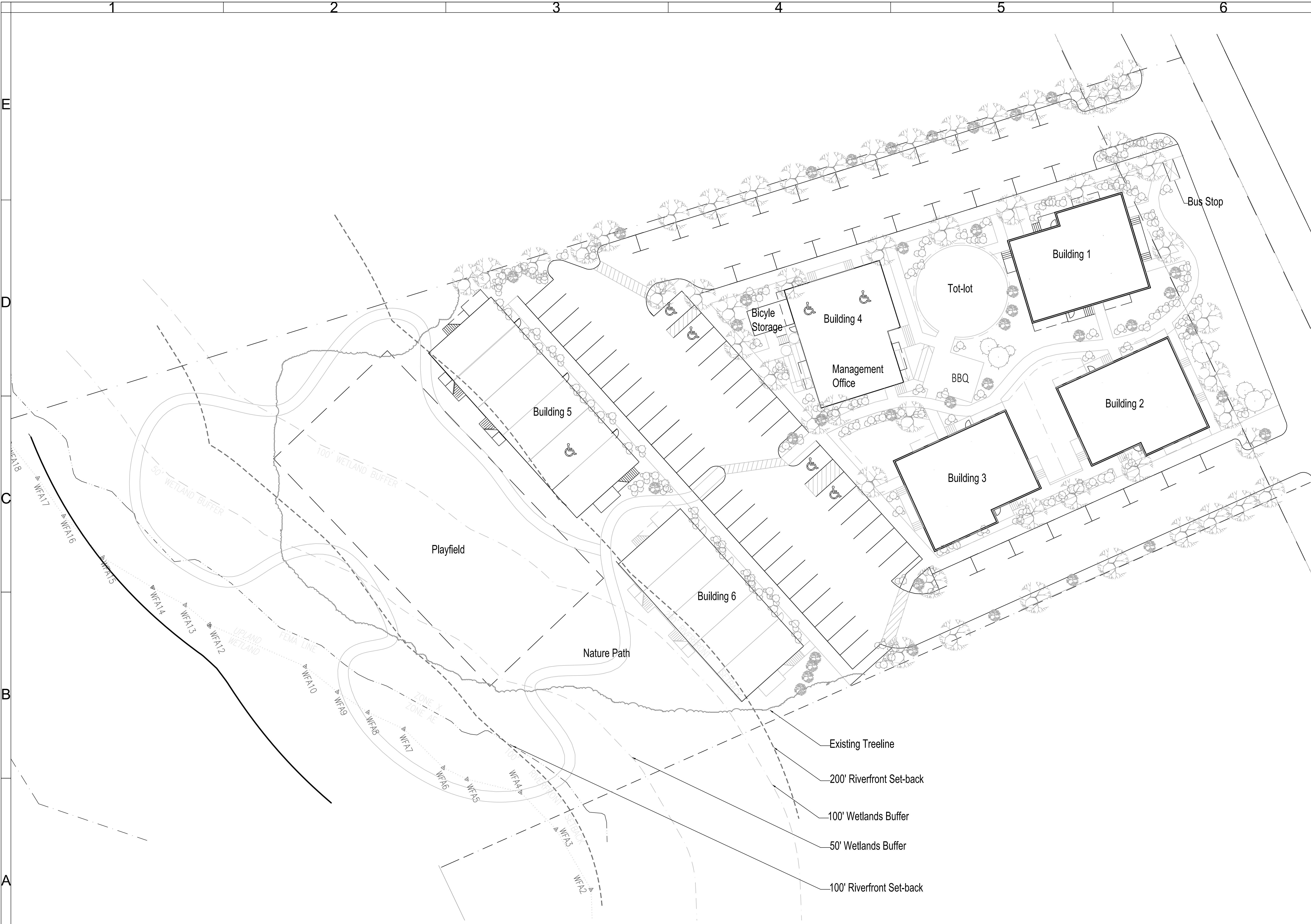
## Architectural Site Plan

File Name:	
Project Name:	MS_MEDWAY
Project Number:	PROJECTNUMBER
Date:	11.14.16
Scale:	1:20
Drawing Number:	

A-1 Site Plan

L100





# Glen Brook Way

1 Glen Brook Way, Medway, MA

Metrowest Collaborative Development

No.	Revision/Issue	Date

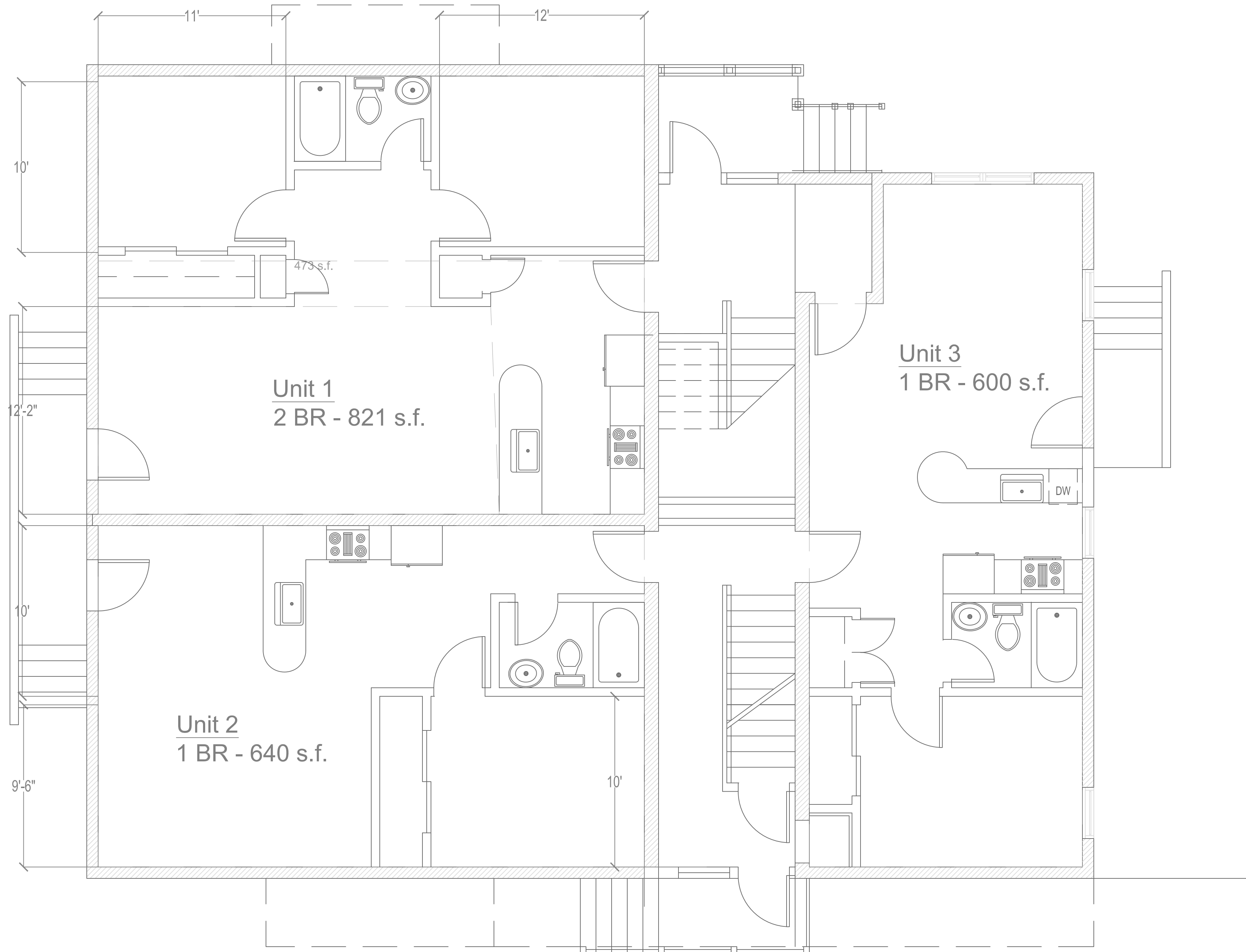
**meander** Studio  
collaborative design

## Architectural Planting Plan

File Name:	
Project Name:	MS_MEDWAY
Project Number:	PROJECTNUMBER
Date:	11.14.16
Scale:	1:20
Drawing Number:	

A-1 Landscape Plan

L110



A-1 First Floor Plan Scale: 1/4"=1'-0"

**Glen Brook Way**

1 Glen Brook Way, Medway, MA

Metrowest Collaborative Development

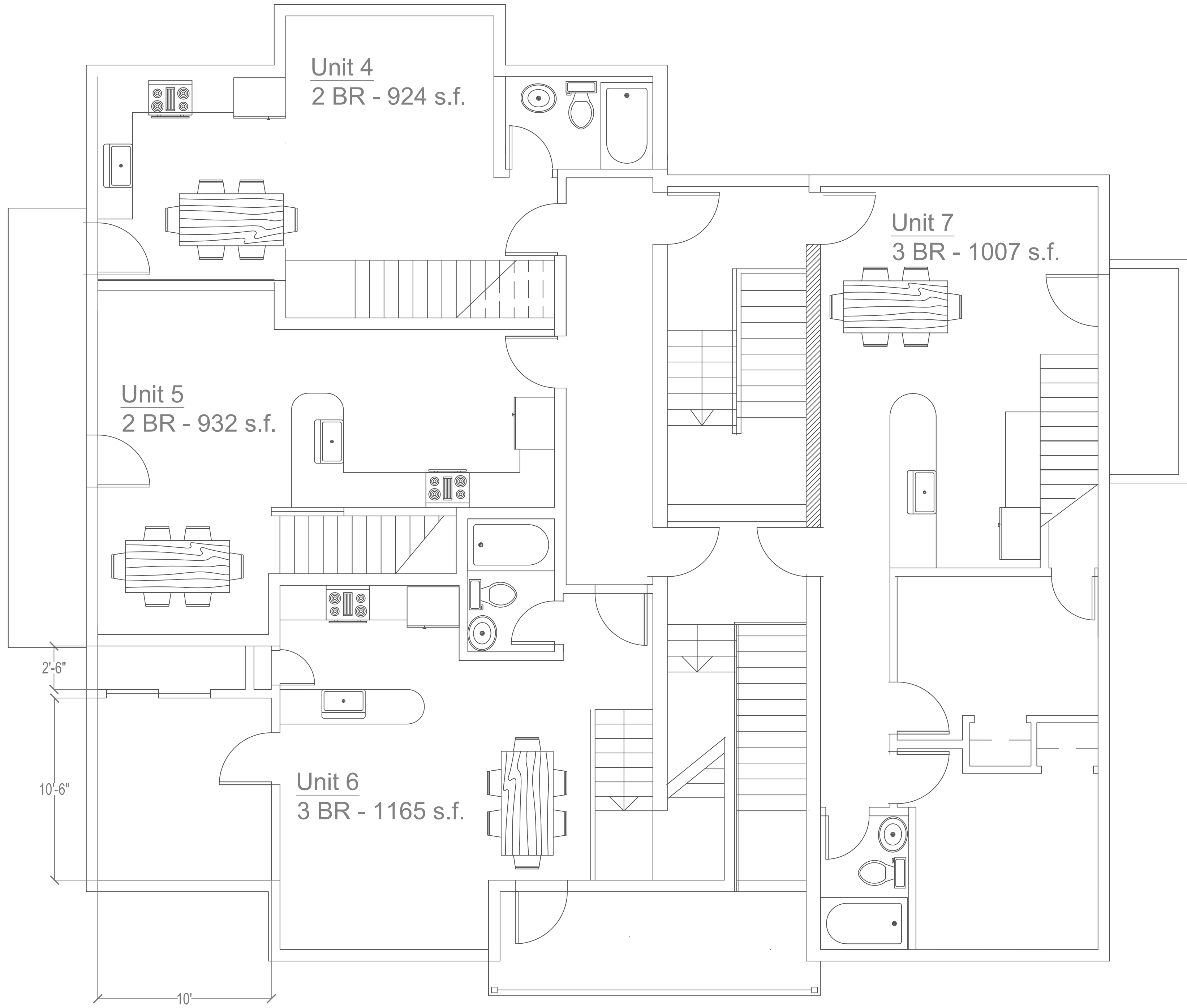
No.	Revision/Issue	Date

**meander** Studio  
collaborative design

Unit Type A - Typical Plan

File Name:  
Project Name: MS\_MEDWAY  
Project Number: PROJECTNUMBER  
Date: 11.14.16  
Scale: SCALE  
Drawing Number

**A100**



**Glen Brook Way**  
 1 Glen Brook Way, Medway, MA  
 Metrowest Collaborative Development

No.	Revision/Issue	Date

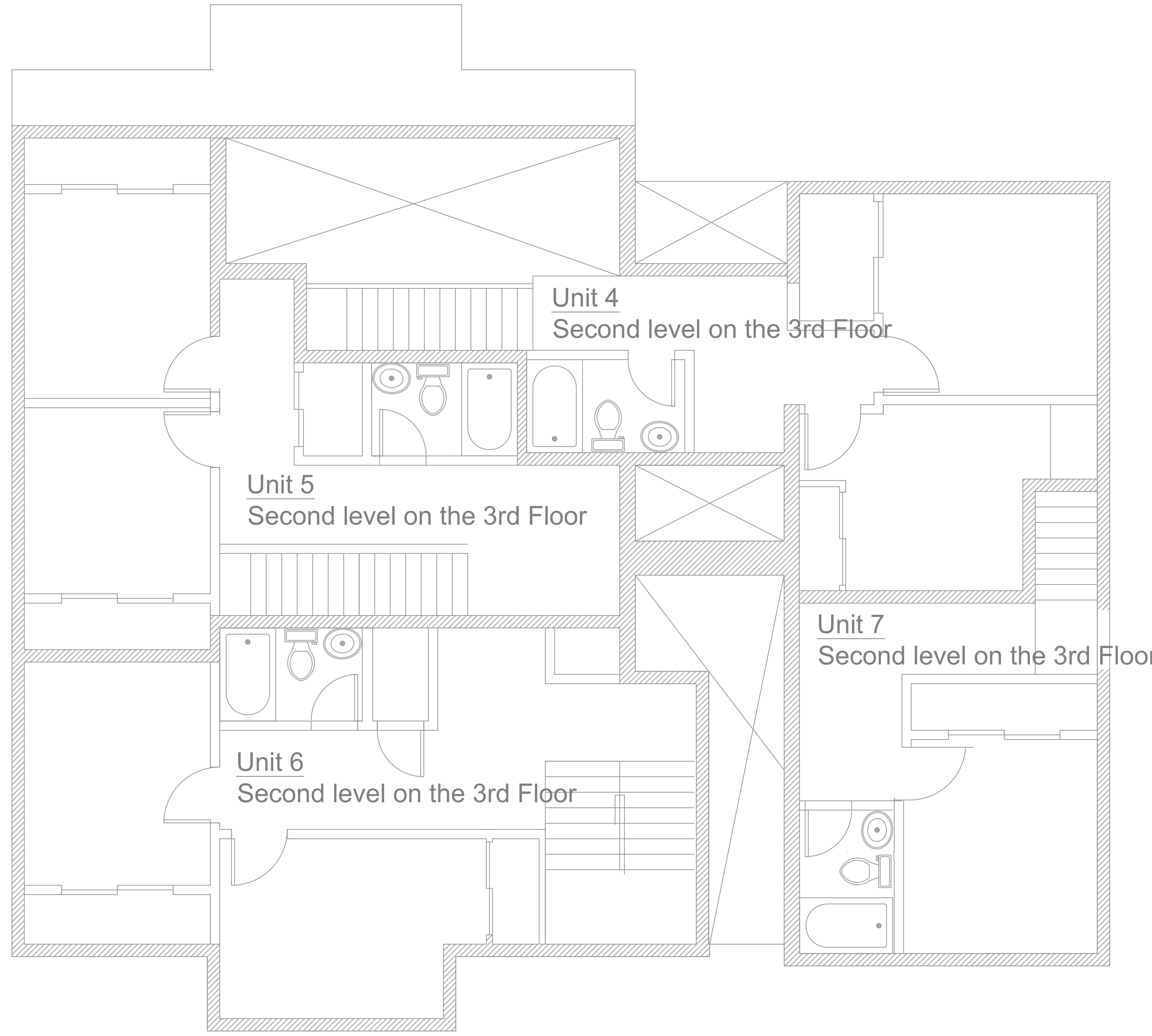
**meander**  
 Studio  
 collaborative design

Unit Type A - Typical Plan

File Name:	
Project Name:	MS_MEDWAY
Project Number:	PROJECTNUMBER
Date:	11.14.16
Scale:	SCALE
Drawing Number:	

**A-1 Second Floor Plan Scale: 1/4"=1'-0"**

**A101**



No.	Revision/Issue	Date

**meander**  
Studio  
collaborative design

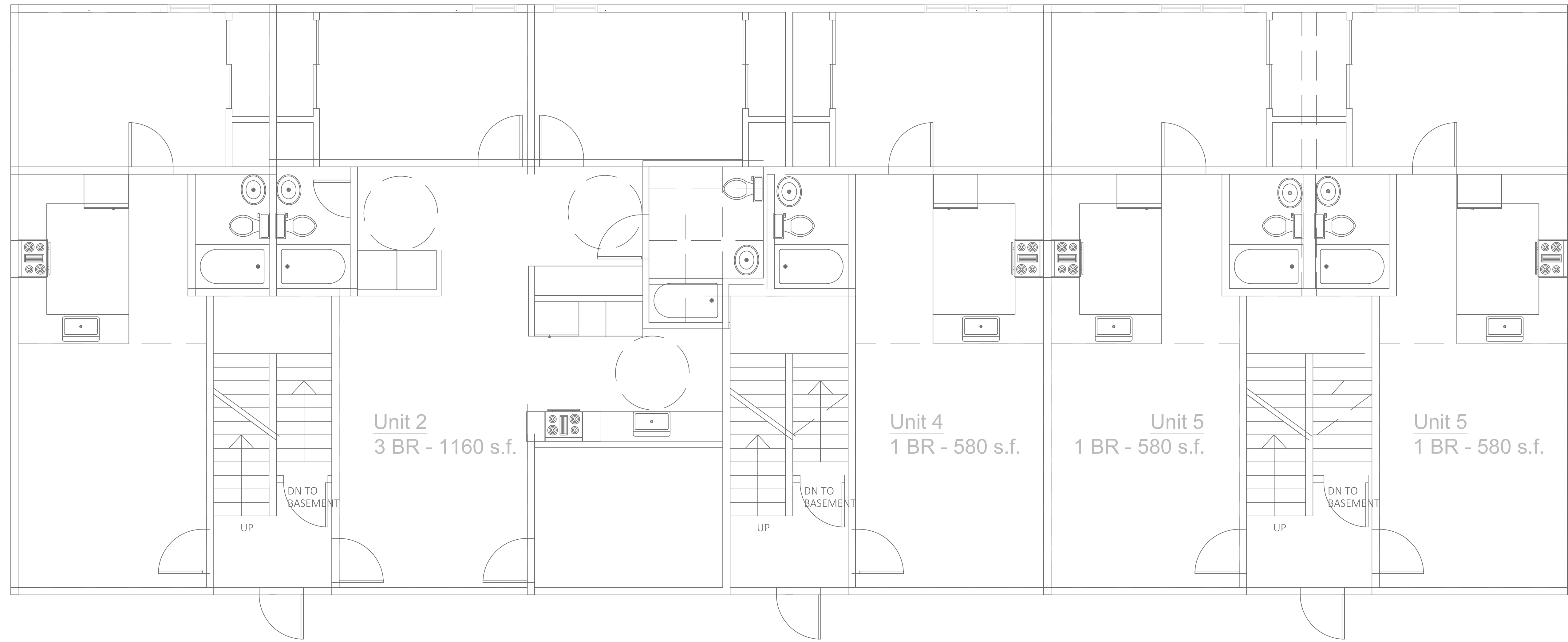
Unit Type A - Typical Plan

File Name:	
Project Name:	MS_MEDWAY
Project Number:	PROJECTNUMBER
Date:	11.14.16
Scale:	SCALE
Drawing Number:	

**A102**

**Glen Brook Way**  
1 Glen Brook Way, Medway, MA  
Metrowest Collaborative Development

**A-1 Third Floor Plan Scale: 1/4"=1'-0"**



**Glen Brook Way**

1 Glen Brook Way, Medway, MA

Metrowest Collaborative Development

No.	Revision/Issue	Date

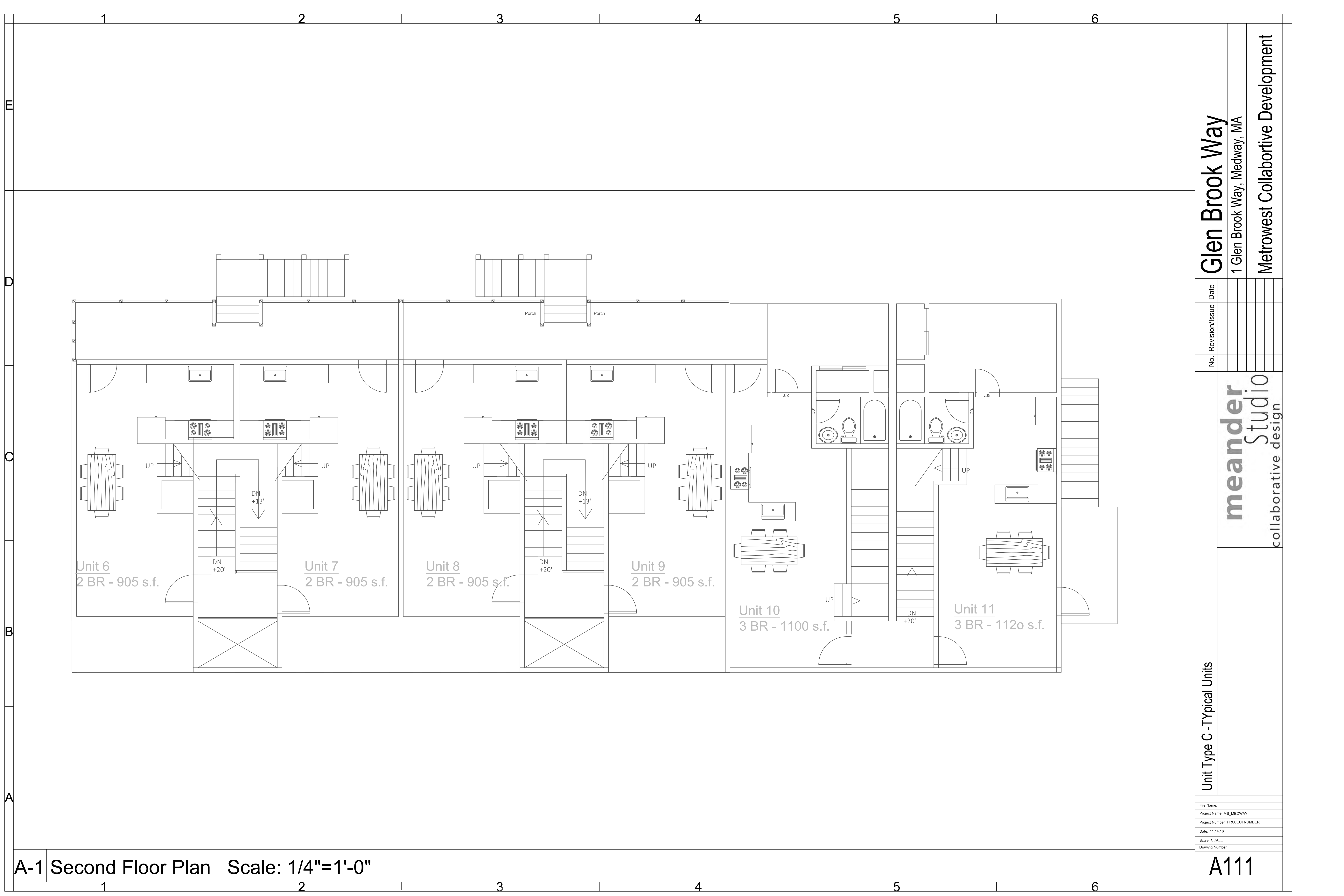
**meander**  
Studio  
collaborative design

Unit Type C1 - Typical Units

File Name:
Project Name: MS_MEDWAY
Project Number: PROJECTNUMBER
Date: 11.14.16
Scale: SCALE
Drawing Number

**A110**

**A-1 First Floor Plan Scale: 1/4"=1'-0"**



**Glen Brook Way**

1 Glen Brook Way, Medway, MA

Metrowest Collaborative Development

No.	Revision/Issue	Date

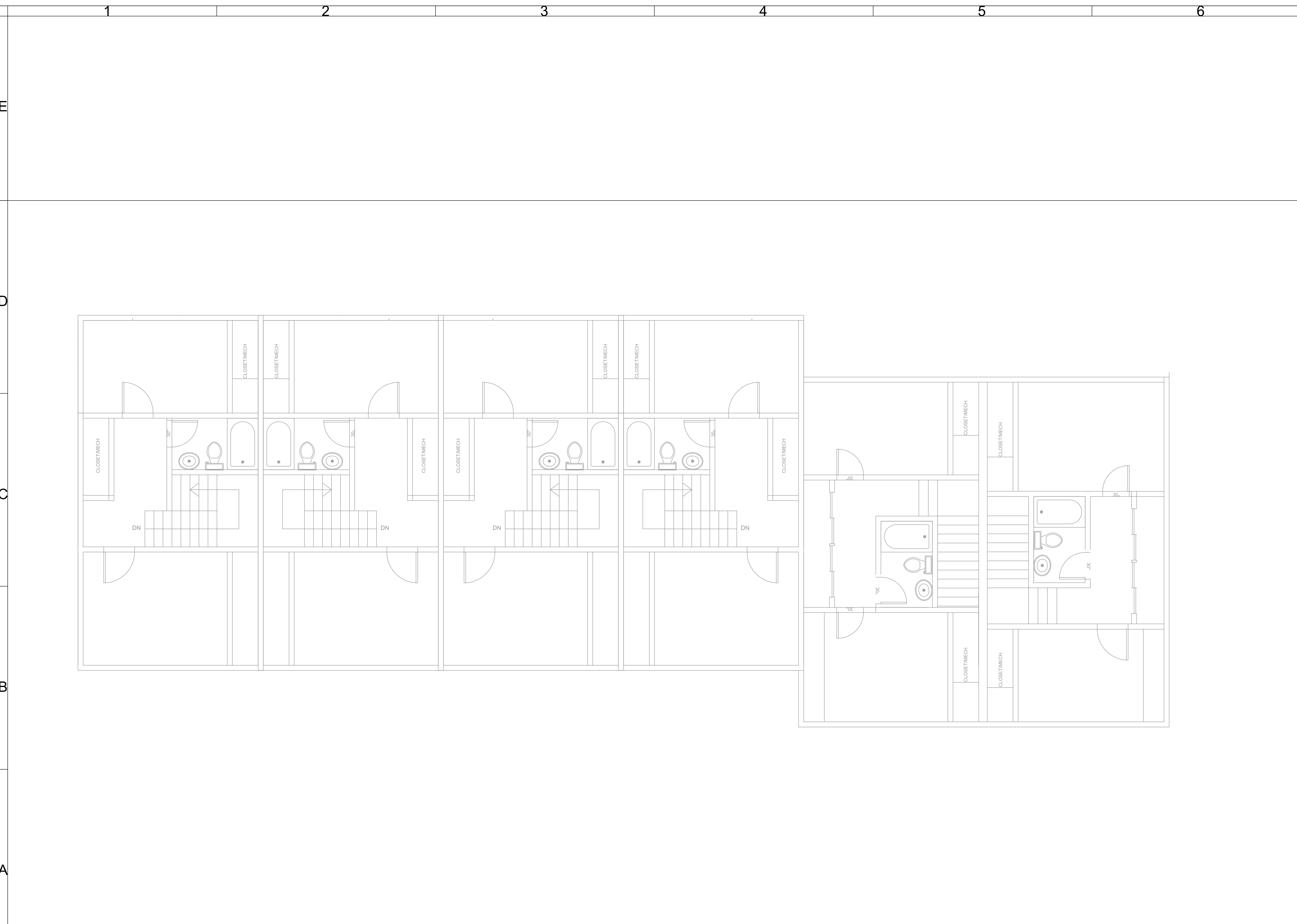
**meander**  
Studio  
collaborative design

Unit Type C - Typical Units

File Name:
Project Name: MS_MEDWAY
Project Number: PROJECTNUMBER
Date: 11.14.16
Scale: SCALE
Drawing Number

A-1 Second Floor Plan Scale: 1/4"=1'-0"

A111

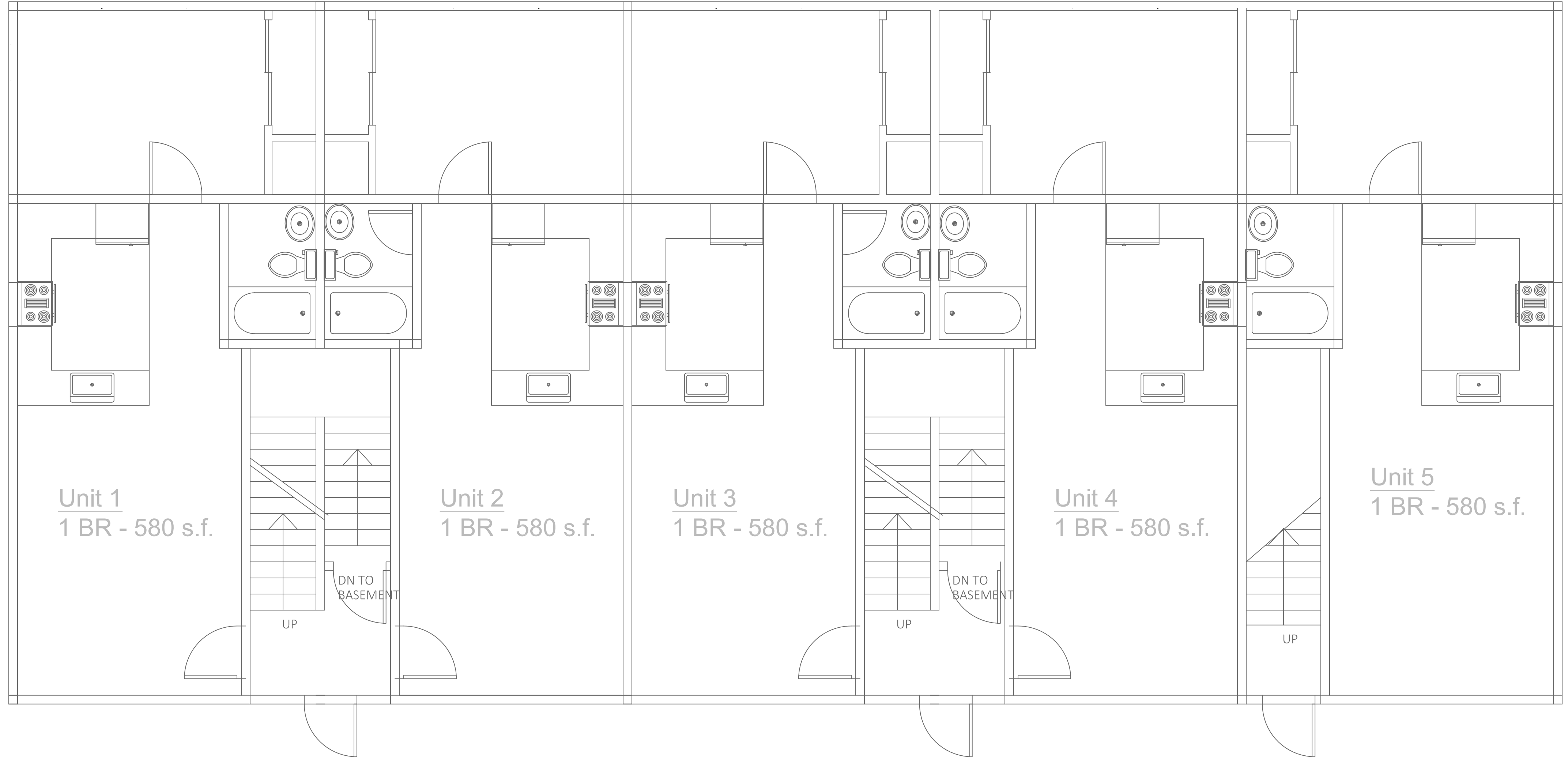


Unit Type C1 - Typical Units	Glenn Brook Way	
	1 Glen Brook Way, Medway, MA	
meander Studio		No. Revision/Issue Date
collaborative design		
File Name:		
Project Name: MS_MEDWAY		
Project Number: PROJECTNUMBER		
Date: 11.14.16		
Scale: SCALE		
Drawing Number		

Metrowest Collaborative Development

A-1 Third Floor Plan Scale: 1/4"=1'-0"

A112



Unit 1  
1 BR - 580 s.f.

Unit 2  
1 BR - 580 s.f.

Unit 3  
1 BR - 580 s.f.

Unit 4  
1 BR - 580 s.f.

Unit 5  
1 BR - 580 s.f.

Unit Type C2-Typical Units

File Name:
Project Name: MS_MEDWAY
Project Number: PROJECTNUMBER
Date: 11.14.16
Scale: SCALE
Drawing Number

No.	Revision/Issue	Date

**meander**  
Studio  
collaborative design

**Glen Brook Way**

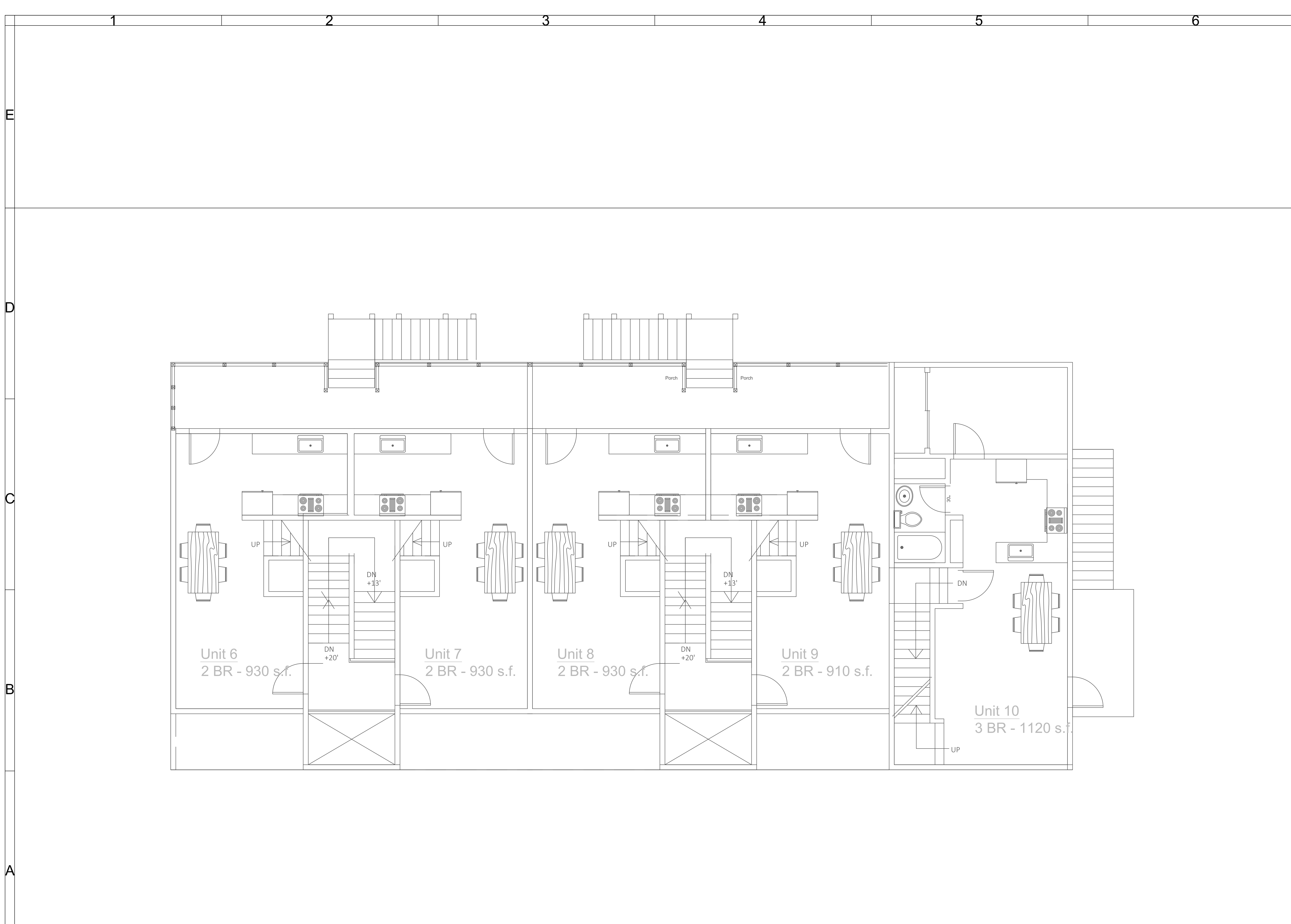
1 Glen Brook Way, Medway, MA

Metrowest Collaborative Development

A-1 First Floor Plan Scale: 1/4"=1'-0"

A115





**Glen Brook Way**  
 1 Glen Brook Way, Medway, MA  
 Metrowest Collaborative Development

No.	Revision/Issue	Date

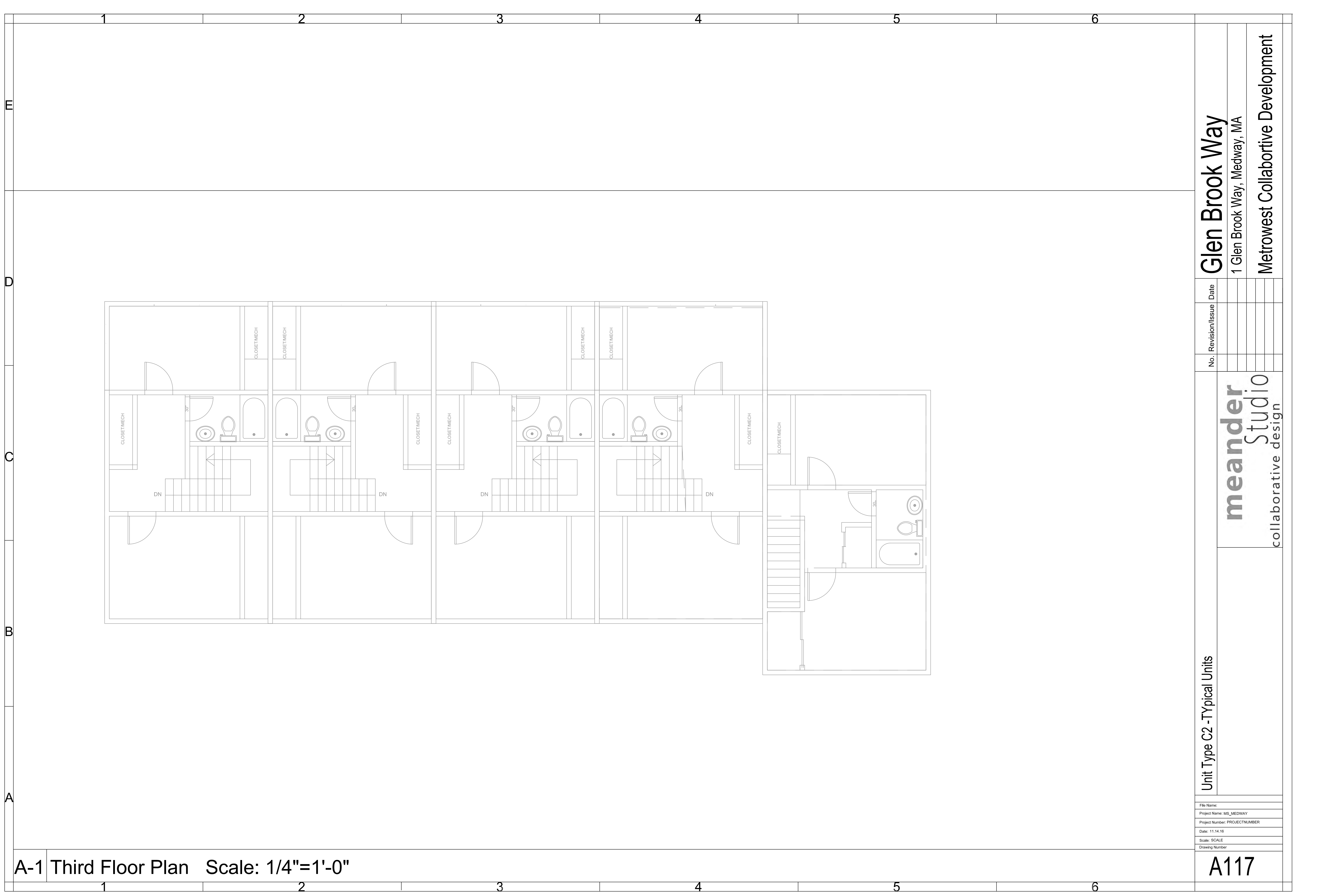
**meander** Studio  
 collaborative design

Unit Type C2 - Typical Units

File Name:	
Project Name:	MS_MEDWAY
Project Number:	PROJECTNUMBER
Date:	11.14.16
Scale:	SCALE
Drawing Number:	

**A-1 Second Floor Plan Scale: 1/4"=1'-0"**

**A116**



**Glen Brook Way**  
 1 Glen Brook Way, Medway, MA  
 Metrowest Collaborative Development

No.	Revision/Issue	Date

**meander**  
 Studio  
 collaborative design

Unit Type C2 - Typical Units

File Name:
Project Name: MS_MEDWAY
Project Number: PROJECTNUMBER
Date: 11.14.16
Scale: SCALE
Drawing Number

**A117**

**A-1 Third Floor Plan Scale: 1/4"=1'-0"**



<b>Glen Brook Way</b> 1 Glen Brook Way Medway, MA Metrowest Collaborative Development		No.	Revision/Issue	Date
<b>meander</b> Studio collaborative design		Unit Type C - Typical Units		
		File Name: Project Name: MS_MEDWAY Project Number: PROJECTNUMBER Date: 11.14.16 Scale: SCALE Drawing Number		

A-1 Elevation A

A-4 Elevation B

A200



<b>Glen Brook Way</b> 1 Glen Brook Way, Medway, MA Metrowest Collaborative Development		No.	Revision/Issue	Date
<b>meander</b> Studio collaborative design		Unit Type C - Typical Units		
		File Name: Project Name: MS_MEDWAY Project Number: PROJECTNUMBER Date: 11.14.16 Scale: SCALE Drawing Number		
<b>A201</b>				

A-1 Elevation C

A-4 Elevation D



C-1 Elevation C



A-1 Elevation A

**Glen Brook Way**

1 Glen Brook Way, Medway, MA

Metrowest Collaborative Development

No. Revision/Issue Date

**meander**  
Studio  
collaborative design

Unit Type C1 -Building 5

File Name:  
Project Name: MS\_MEDWAY  
Project Number: PROJECTNUMBER  
Date: 11.14.16  
Scale: SCALE  
Drawing Number

**A210**

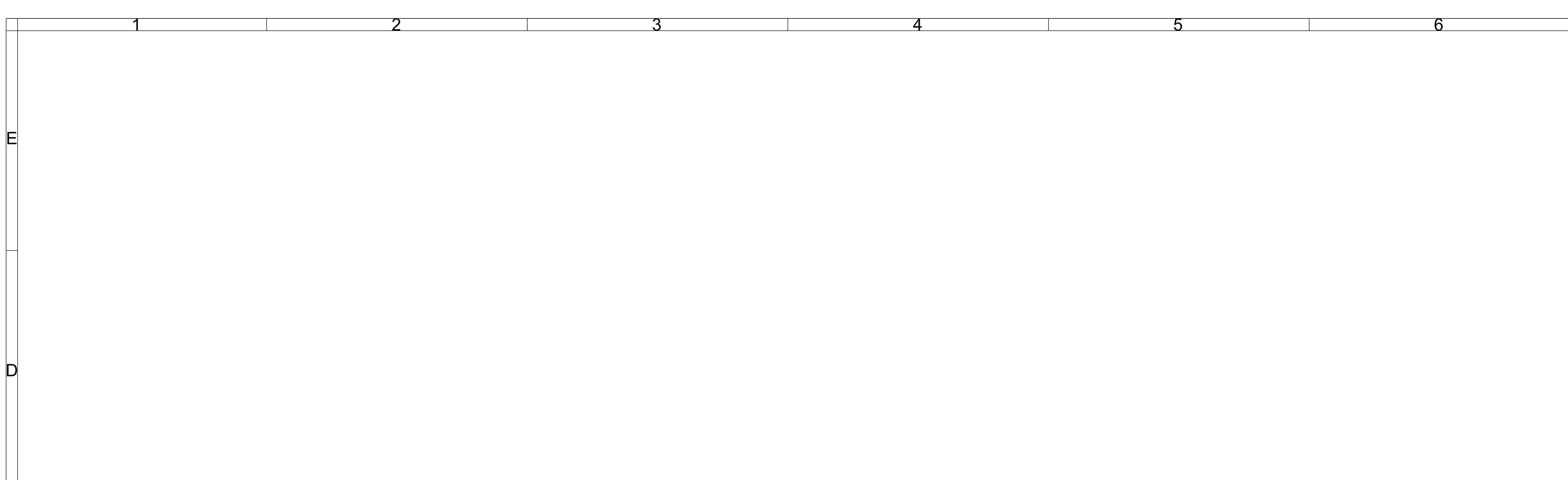


C-1 Elevation C



A-1 Elevation A

<b>Glen Brook Way</b>	
1 Glen Brook Way, Medway, MA	
Metrowest Collaborative Development	
No.	Revision/Issue
Date	Date
<b>meander</b> Studio collaborative design	
Unit Type C2 -Building 6	
<small>File Name: Project Name: MS_MEDWAY Project Number: PROJECTNUMBER Date: 11.14.16 Scale: SCALE Drawing Number</small>	
<b>A211</b>	



<b>Glen Brook Way</b>	
1 Glen Brook Way, Medway, MA	
Metrowest Collaborative Development	
No.	Revision/Issue /Date

**meander**  
Studio  
collaborative design

Unit Type C - Typical Side Elevations

File Name:
Project Name: MS_MEDWAY
Project Number: PROJECTNUMBER
Date: 11.14.16
Scale: SCALE
Drawing Number

A-1 Elevation A

A212



**Share Your Story**

Metro West CD is interested in learning about how affordable housing could benefit you and your family. For example:

- Will it help you reduce your current housing costs?
- Will it allow you to live closer to your job?
- Will it allow you to remain living in a community where you have resided for several years?

This information is *entirely optional* and will not be used in determining your eligibility for the program. Share your story below!

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---



**Board of Selectmen**

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



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

**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**

December 19, 2016

Alana Murphy  
Deputy Associate Director  
Dept. of Housing and Community Development  
100 Cambridge St. Suite 300  
Boston, MA 02114

**Re: Letter of Support – Glen Brook Way**

Dear Ms. Murphy,

It is with great pleasure that we submit this letter of support of the residential development at Glen Brook Way.

Glen Brook Way will contain 48 units of 1, 2 and 3-bedroom rental housing for households that are at or below 60% of the area median income. The project will help us serve cost-burdened senior homeowners who may wish to downsize but remain in the community as well as some of the 1,000+ workers filling important jobs in Medway, but earning less than \$37,000 per year.

With this application the Board of Selectmen of Medway are pledging to support a higher density of use than would otherwise be allowed on site as well as supporting an application for financial support for the project at the May 2018 Town Meeting.

The project has taken into consideration concerns raised by the Fire Department, Planning Department, Conservation Commission and Design Review Committee. We feel this proposal thoughtfully reflects numerous goals of the community.

We look forward to working with you to move this project forward.

Sincerely,

Glenn Trindade  
Chairman  
Medway Board of Selectmen

# **AGENDA**

## **ITEM #4**

### **Public Hearing (8:00 pm) Retail Liquor License Request – T.C. Scoops**

#### **Associated backup materials attached:**

- Application for Alcohol License

Please note: The Board may choose not to close the hearing. In that case, please disregard motion 2.

#### **Proposed Motions:**

1. I move that the Board open the public hearing on TC Scoops liquor license request.
2. I move that the Board close the hearing.

## **LAW OFFICES OF JERRY C. EFFREN**

Jerry C. Effren  
-----

Andrea W. McCarthy

Paralegals  
-----

Margaret L. Burchard  
Liz Albertines

25 West Union Street  
Medway, Massachusetts 01721  
(508) 881-4950 – Telephone  
(508) 881-7563 – Telecopier  
E-Mail Address: [info@effren.net](mailto:info@effren.net)

### **VIA HAND DELIVERY**

November 29, 2016

Medway Board of Selectmen  
Medway Town Hall  
155 Village Street  
Medway, MA 02053

**Re: T.C. Scoops, LLC  
104 Main Street, Medway, MA  
Application for Wine, Malt and Cordial License**

Dear Members of the Board of Selectmen,

Enclosed please find an Application for Retail Alcoholic Beverage License which requires your approval to sell Wines, Malt Beverages, Cordials and Liquors:

#### Quick facts:

- T.C. Scoops has operated its business at 104 Main Street, Medway (previously located at 100 Main Street, Medway) for five (5) years.
- The hours of operation are Tuesdays, Wednesdays and Thursdays from 11:00 a.m. to 8:00 p.m, Fridays and Saturdays from 11:00 a.m. to 9:00 p.m. and Sundays 12:00 p.m. to 8:00 p.m. from September to April, and Sunday to Sunday (every day) 11 a.m. to 9 p.m. May through September.
- The Sole Member/Manager of T.C. Scoops is Mary Christina Chemini and she is on site more than fifty five hours per week. Ms. Chemini is also a resident of the Town of Medway.

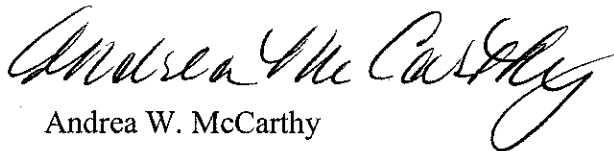
In connection with this request, please find the following:

1. Filing Fee of \$1,000.00;
2. Application for Retail Alcoholic Beverage License;
3. Retail Alcoholic Beverages License Application Monetary Transmittal Form;
4. Applicants Statement;
5. Personal Information Form for Mary Christina Chemini;
6. Vote of Manager/Member T.C.Scoops, LLC;
7. Operating Agreement T.C. Scoops, LLC.;
8. Lease with Medway Realty, LLC
9. A floor plan.

Kindly schedule this matter for the Board of Selectmen meeting on **December 19, 2016.**

Very truly yours,

**LAW OFFICES OF JERRY C. EFFREN**



Andrea W. McCarthy

cc: T.C. Scoops, LLC

**MEMORANDUM IN SUPPORT OF T. C. SCOOPS, LLC  
APPLICATION FOR LIMITED ALCOHOLIC BEVERAGES LICENSE**

TO: TOWN OF MEDWAY BOARD OF SELECTMAN

DATE: November 29, 2016

T.C. Scoops, LLC (“T.C. Scoops”), an established ice-cream shop located at 104 Main Street, Medway, has applied for a limited alcoholic beverages license, namely Wines and Malt Beverages with Cordials and Liquors Permitted, to augment its existing business. Owned by Mary Christina Chemini (“Tina”) the business has been a well-established destination since opening in August, 2011.

Tina has always operated the business with a view towards her customers and the community at large. From changing her original menu, to introducing safeguards to prevent exposure for those with food allergies, to bringing aboard vegan ice cream, as well as adding “Scoop Dogs” and gourmet grill cheese sandwiches and to recently completing a storefront expansion to enlarge her space with a significant financial investment in leasehold improvements, T.C. Scoops has been willing to adapt to the articulated needs of their customers. In addition, T. C. Scoops has made important civic contributions to enhance the community including but not limited to participating in local events such as Medway Pride Day, Medway Family Day, and donating time and products to local groups such as the Medway Community Church's weekly Community Table, and annual harvest fair, Medway schools' annual Ice Cream social and fundraiser, the Holliston Veterans Day luncheon, and the Benjamin Franklin Charter School's annual Ice Cream social, other fundraisers and sports teams sponsorships.

The intent of the Applicant is to continue the operations of offering ice cream and their full hotdog menu and limited other “sweets” by adding an “Ice Cream Libations Menu” consisting of hot and cold coffee or ice cream based drinks mixed with liquors or cordials as well as beer and wine. (See proposed Ice Cream Libations Menu attached as Exhibit A, to the Application). The Applicant/owner intends to gather feedback from customers to the new offerings for the first several months or so, and consistent, with past practices, is then open to adding a small number of additional complimentary items to her food menu.

An applicant for a restaurant-type, section 12, must be “a common victualler duly licensed under Chapter One Hundred and Forty” M.G.L. c. 138, section 12, paragraph 1, and sentence one. M.G.L. c. 140 specifies that “for the purpose of section twelve of chapter one hundred and thirty-eight, a person to whom a license has been granted under this section shall be deemed a common victualler duly licensed under this chapter to conduct a restaurant.” M.G.L. c. 140, section 6 last sentence. T.C. Scoops has a common victualler's license and therefore has authority to apply for a liquor license.

As this Board well knows, it has discretion to determine public convenience, public need and public good with respect to whether to grant a license to sell alcoholic beverages. *See Donovan v. City of Woburn*, 65 Mass. App. Ct. 375 (2004); *Ballerin, Inc. v. Licensing Board of*

*Boston* 49 Mass. App. Ct. 506 (2000). . “Need in the literal sense of the requirement is not what the statute is about. Rather the test includes an assessment of public want and the appropriateness of a liquor license at a particular location.” Id. at 311. “Consideration of the number of existing licenses in the area and the views of the inhabitants in the area can be taken into account when making a determination, as well as a wide range of other factors such as traffic, noise, and size, the sort of operation that carries the license and the reputation of the applicant.” See *Donovan v. City of Woburn*, 65 Mass. App. Ct. 375, at 379 (2006). The local board “may exercise judgment about public convenience and public good that is very broad but it is not untrammelled” *Ballerin*, supra at 511. Instead where the factual premise on which a board purports to base a decision denying a license is not supported by the record, its action is arbitrary and capricious, based upon an error of law, and cannot stand. See, e.g. *Ruci v. Client’s Sec. Board.*, 53 Mass. App. Ct. 737,740 (2002).

Applying the accepted criteria argues strongly in favor of granting the application for this limited alcoholic beverages license. Based on the existing business, the applicant’s desire is not to transform T.C. Scoops into a drinking destination. Having the ability to serve its customers beer, wine and cordials will change neither the emphasis nor character of the business. It will simply provide additional choices to its customers. There will be no increase in traffic, noise or hours of operation. The size of the Applicant’s newly expanded operation will be sufficient to handle any increase in business which may result with the addition of a liquor license.

The owner of applicant’s reputation is outstanding and T.C. Scoops’ history of positive community involvement should not be overlooked. It is a reputation which helps ensure that the additional responsibilities imposed by being a facility licensed to serve alcoholic beverages will be discharged with the utmost respect for community values and the health, welfare, and safety of its citizens.

Specifically with respect to the serving of alcohol, both Tina and Melissa DaSilva (age 32) shall both be TIPS trained prior to implementing the Ice Cream Libations Menu. Additionally, all alcohol will be located away from the ice cream, hot dogs and other food offerings, and will be segregated in the locations shown on the sketch plan attached to the application as Exhibit B. There will be a separate Ice Cream Libations Menu for the licensed alcoholic beverages, both in print form and via the existing chalkboards. Orders will be taken at a specially designated area and personnel will be trained to require ID verification for anyone looking younger than 30 years old. All tables where alcoholic beverages may be consumed will be visible by staff and drinks will be brought to customer tables for consumption. Beverages containing alcohol will be served in glass containers distinct from those for non-alcoholic beverages. Removing any beverages from the Premises will obviously be prohibited. All access points out of the store are easily monitored and signs will be posted proximately around the shop reminding customers that they may not leave with their alcoholic drink, wine or beer.

At a hearing on the forerunner to this application, since withdrawn with no action, the Selectman expressed concerns about serving alcohol in an establishment which primarily serves ice cream and counts children as a prominent part of its customer base. Although the concerns are understandable, this cannot be the sole reason for not granting the license. First the Owner estimates that more than 1/3 of all customers who come to her shop come without any children.

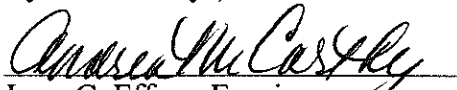
Second, Massachusetts has a well-established history of allowing alcohol to be served in the presence of children and indeed, in establishments with a substantial, if not primary emphasis on children's recreation and/or children's parties. Some establishments in Massachusetts that serve alcohol and are geared to children are Dave & Busters, PINS Milford, and Chuck-E Cheese. Moreover, within a couple of miles down the street is Ryan Family Amusements in Millis, an arcade and amusement center which allows for beer and wine service to its adult customers. In addition, Medway has a number of alcoholic beverages licenses issued to restaurants including but not limited to Medway Café, Restaurant 45, Yama Fugi, Mickey Cassidy's and Szechwan where children are encouraged to dine in the company of adults by offering kids menus, hosting of birthday parties and/or children's group outings. We have found no case in the State of Massachusetts which stands for the proposition that children having access to a facility is a sufficient reason to disqualify a person/entity from obtaining a liquor license. Additionally, we contacted Ryan Melville, Supervisor of Licensing at the Massachusetts Alcoholic Beverage Control Commission and provided specific pertinent facts regarding TC Scoops license application including location, menu, clients, etc. It was confirmed that the Selectman's concerns about serving alcohol in an establishment which primarily serves ice cream and counts children as a prominent part of its customer base is not a sufficient reason for denial of a liquor license.

In *Broken Wheel Farm, LLC d/b/a Purple Feather Café & Treatery*, ABCC Decision dated 9/12/2012, the Massachusetts ABCC reversed and overruled a decision denying a license to a small café for among other things it was a fast food family establishment which the majority of its sales going for ice cream and chocolate sales. The decision pointed out the basis for a denial required a precise consideration of the *Ballerin* factors, not simply conclusions based on the type of menu items served or the mixture and components of its clientele. In other words, the Board had cited no facts such as traffic, noise, the impact of the operation on the surrounding neighborhood or the reputation of the applicant to warrant a denial of the application. Given all of these factors, it is urged, on evidence to be produced at the hearing, that the public need would be met by granting this license.

Respectfully submitted,

**T.C. Scoops, LLC**

**By its attorneys,**

  
Jerry C. Effren, Esquire  
Andrea W. McCarthy, Esquire  
Law Offices of Jerry C. Effren  
25 West Union Street  
Ashland, MA 01721  
(508) 881-4950

Corporate Vote  
T.C. Scoops, LLC  
November 1, 2016

At a meeting of the Members of T.C. Scoops, LLC, held at 104 Main Street, Medway, MA, on November 1, 2016, it was duly voted that the limited liability corporation ("corporation") apply to the Town of Medway, MA and the Massachusetts Alcoholic Beverage Commission for a liquor license.

**VOTED:** To authorize Mary Christina Chemini to sign the application submitted in the name of T.C. Scoops, LLC, and to execute in the corporation's behalf, any necessary papers and do all things required to have the application granted.

**VOTED:** To appoint Mary Christina Chemini of T.C. Scoops, LLC of as its manager or principal representative, and hereby grant her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.

**VOTED:** That a copy of this vote duly certified by the Members of the corporation and delivered to the manager appointed, or principal representative, shall constitute the written authority required by G. L. c. 138, § 26."

It is hereby certified that all the Members of T.C. Scoops, LLC, a limited liability corporation duly organized under the laws of the Commonwealth of Massachusetts, are citizens of the United States and are residents of the Commonwealth of Massachusetts. This Corporation has not been dissolved.

On this day, the follow actions of T.C. Scoops, LLC have been acted upon:

MEMBER:



---

Mary Christina Chemini



T.C. SCOOPS, LLC  
JOINT ACTION BY UNANIMOUS CONSENT  
OF  
MANAGER & MEMBER

The undersigned, being all of the Managers and Members of the T.C. SCOOPS, LLC pursuant to the General Laws of Massachusetts and the T.C. SCOOPS, LLC OPERATING AGREEMENT, hereby consent to the following action and adopt the following resolutions:

RESOLVED: That T.C. Scoops, LLC is hereby authorized to enter into a lease agreement, as described in the attachment labeled Exhibit A, with Medway Realty, LLC.

RESOLVED: That the Manager of this Limited Liability Company be herby authorized, empowered and directed to enter into and execute and deliver any and all documents and instruments between the company and Medway Realty, LLC, and perform all actions in connection with the transaction contemplated thereunder, together with any and all ancillary agreements, instruments, certificates or undertakings in connection therewith, with such changes therein and modifications thereof as in their discretion, they deem to be in the best interests of T.C. Scoops, LLC, such signatures thereon to identify the same as those authorized hereby in the name of and on behalf of the T.C. Scoops, LLC., and to do any and all tings they deem necessary or advisable to carry out the intent of the foregoing resolutions.

This writing shall be filed with the records of the meetings of Managers and Members of T.C. SCOOPS, LLC and shall for all purposes be treated as votes taken at a meeting.



Mary Christina Chemini, Sole Manager



Mary Christina Chemini, Sole Member

Dated Effective: April 28, 2010

MCa

**EXHIBIT "A"**  
**LOCATION OF PREMISES**

**SEE NEXT PAGE**

MCC

**EXHIBIT "C"**  
**TENANT'S WORK**

**ALL WORK "IF ANY" IS TO BE PERFORMED IN A PROFESSIONAL WORKMANLIKE MANNER IN ACCORDANCE WITH ALL LOCAL AND STATE ORDINANCES.**

**ALL PLANS MUST BE APPROVED IN WRITING BY THE LANDLORD IN ADVANCE TO THE COMMENCEMENT OF ANY WORK. SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.**

**TENANT IS REQUIRED TO OBTAIN FROM THE TOWN OF MEDWAY ALL OF THE REQUIRED PERMITS TO OPERATE THEIR BUSINESS AT THE MEDWAY SHOPPING CENTER.**

MCC

## EXHIBIT "D"

### RESTRICTIONS

1. A restriction hereby granted in favor of Ocean State Job Lot of Medway, Inc. as follows:

During such time as Tenant occupies the premises for the retail sale of general merchandise in the style and manner presently conducted in other Ocean Sate Job Lot variety stores, Landlord shall not lease, use or permit to be used any other portion of the shopping center for the conduct of business operation which regularly or with significant frequency sells merchandise known as "job lot", "odd job", "close out", "clearance", "discontinued", "overstocked", "cancellation", "second", "Factory reject", "sample", "floor model", "demonstrator", "fore sale", or "damaged"; provided however, that nothing herein shall: (A) restrict Landlord from allowing other retail tenants in the Shopping Center to conduct occasional "clearance sales" of off-season merchandise, or (B) prevent Landlord from leasing to any off-price retail type operation conducting business in a manner similar to such present off-price retailers as Ames, K-Mart, Ann & Hope, T. J. Maxx, Cohoes, Marshall's, and Milton's or from leasing to any operation conducting a so-called factory outlet operation. Other premises in the Shopping Center shall be used only for lawful retail related purposes such as bank, travel agency, Laundryman, restaurant, or similar operation commonly found in similarly situated strip shopping centers.

2. Restriction in favor of Spiros Vrakas created by this lease dated October 27, 1992 reserving the right to operate exclusively a Pizza Restaurant. Landlord shall not lease, use, or permit to be used any other portion of the premises for the conduct of a business selling pizzas or submarine sandwiches.

3. Restriction in favor of Philip Pomeroy d/b/a Ad-Print created by lease dated January 11, 1990 and amended on December 2, 1992 reserving the right to operate a copy and printing business.

4. Restriction in favor of Ann F. Brunelli d/b/a Anne's Market created by lease dated January 13, 1993 reserving the right to operate a convenience store and meat market.

5. Restriction in favor of Hsiao Kin Chiang d/b/a Szechuan Garden, Inc. reserving the right to operate a full service Chinese Restaurant.

6. Restriction in favor of Family Dollar Stores of Massachusetts reserving the right to Tenant to operate a variety store, discount store and or discount variety store and to prohibit any other variety store, variety discount store, discount department store, dollar store, liquidation or close out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising. (See lease for additional comments).

7. Restriction in favor of Sager Sports Corporation. reserving the right to operate a sporting goods store, to sell athletic apparel, footwear, gear, equipment or supplies and reserving the right to operate a silk screening and embroidery shop which designs, makes, manufactures, markets and sells custom screened or embroidered athletic clothing and apparel. This shall not restrict the Landlord from leasing to a business, which sells exclusively footwear, which may include as a part of its inventory, athletic footwear. The athletic footwear may not exceed more than 20% of the retail price of the inventory.

8. Restriction in favor of Ellen and Stacy David d/b/a wild Birds Unlimited by the lease dated November 18, 2005, that no new tenant of the Medway Shopping Center or any additional out buildings shall be permitted to sell bird seed, bird feeders, bird houses or any backyard bird feeding products.

MCC

EXHIBIT D (continued)

RESTRICTIONS

9. Restriction in favor of Ralph Eric Aldrich created by lease dated November 7, 1997 reserving the right to operate a barbershop.
10. Restriction in favor of Matthew Herman by the lease dated June 18, 1998 that no other business be permitted to lease in the Medway Shopping Center that sells or leases Digital Phones, Cellular Phones, pagers, car alarms, remote starters, Lojack or satellite television
11. Restriction in favor of Dmitry Shuster and Michael Ayzenberg d/b/a Keystone Liquors created by lease dated August 1, 2002 reserving the right to sell liquor.
12. Restriction in favor of Nguyen Nguyen created by lease dated August 28, 2003 reserving the right to be the only operating nail salon in the Medway Plaza
13. Restriction in favor of Big "A" Auto Parts by lease dated February 11, 2002 reserving the right to be the only operating auto parts store.
14. Restriction in favor of Caroline and John Solari created by lease dated December 18, 2001 reserving the right to be the only operating health club for women.
15. Restriction in favor of DMS Cleaning Corp d/b/a Excellent Cleaners, created by lease dated August 15, 2002, reserving the right to operate exclusively the only pick up and drop off of dry cleaning.
16. Restriction in favor of Richard's Casino Bar & Grill, Incorporated created by lease dated August 15, 2003 and amended in February 2005 reserving the right to operate exclusively the only Italian style/type restaurant and the exclusive right to be the only tenant/business to sell Keno. This restriction does not affect other existing tenants/businesses that may already have a keno license to do so. The Landlord also agrees that in the future it will allow this tenant the right to make pizzas as part of his menu. The amount of pizza that will be allowed is not to exceed 5 to 10 percent of its annual gross sales. This will only occur if the business known as Famous Pizza located in the shopping center were to vacate or the lease restriction # 2 located on page #30 were to be ended. This right to include pizzas on the menu will not prohibit the Landlord from renting to another pizza restaurant.
17. Restriction in favor of John Van Rye III d/b/a Medway Laundromat by lease dated March 1, 2005, reserving the right to operate exclusively the only Laundromat.
18. Restriction in favor of Maryann geyser and Thomas geyser by lease dated May 8, 2010, reserving the right to operate exclusively the only hair salon.
19. Restriction in favor of T.C. Scoops LLC by this lease dated November 16, 2015 reserving the right to operate exclusively the only ice cream shop where sales represent 50% or more of their sales with the exception of any existing business within the shopping center that sells ice cream.

C

MCC

**EXHIBIT "E"**

**RIGHTS & EASEMENTS**

1. Rights and Easements in favor of New England Telephone and Telegraph Company and Boston Edison Company contained in instrument filed as Document No. 221339 with Norfolk Registry District of the Land Court for utility lines and transmission equipment.

MCC

**EXHIBIT "F"**  
**OPTION PERIOD**  
**FAIR MARKET RATE**


BASE RENT OPTION PERIOD: Tenant annual Base Rent for the year commencing JULY 1, 2021 shall be paid as herein before provided and shall be based upon one hundred percent (100%) of "fair market rental" as hereinafter determined:

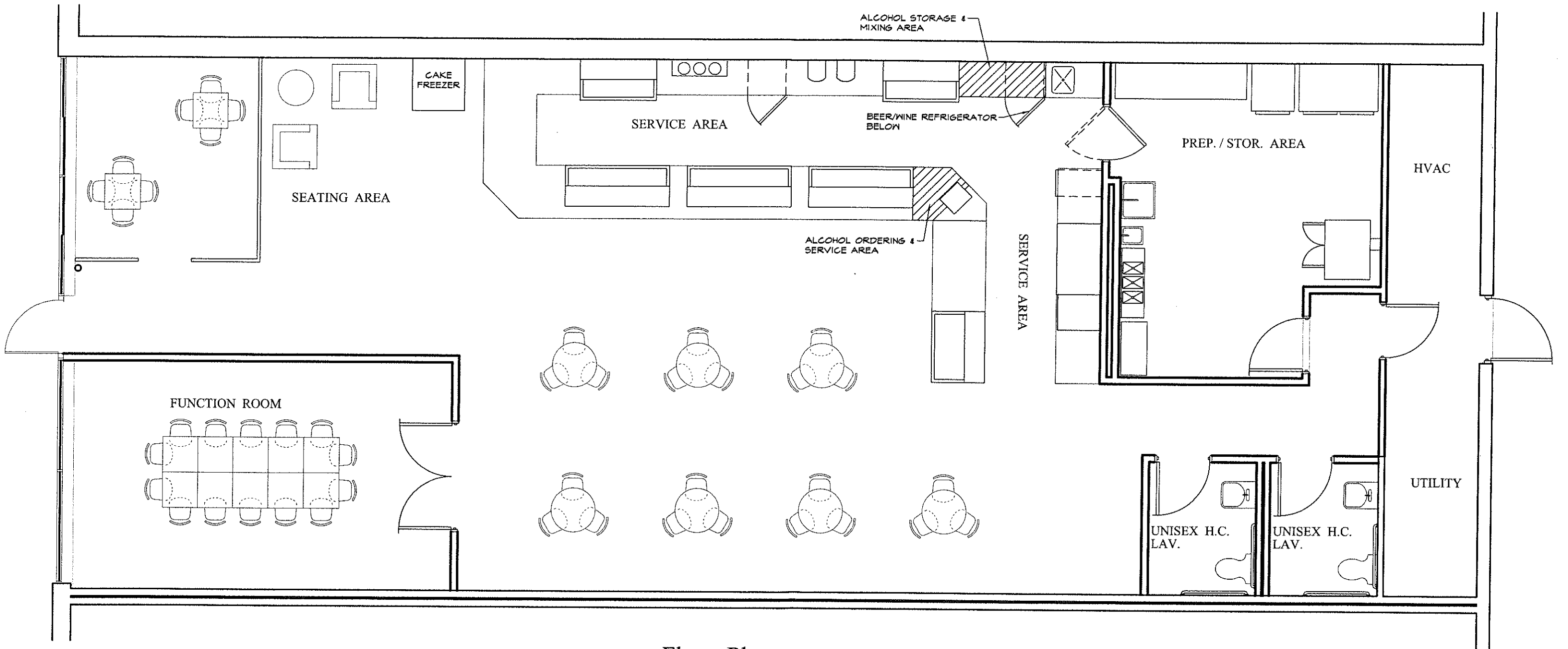
Tenant shall notify Landlord in writing, on or before JULY 1, 2020 of the Tenants desire to exercise the Option to Extend. Landlord and tenant shall then have until JULY 31, 2016 to determine the Base Rental Rate. If the parties are unable to agree then, not later than such date, Landlord and Tenant shall each employ an independent professional appraiser, with not fewer than five (5) years experience in the Northeastern New England area, each shall be directed, within thirty (30) days of their respective appointments, to determine the fair market value of the premises. If the appraisal is not more than one hundred ten percent (110%) of the other appraisal, ninety-five percent (95%) of the average of the two appraisals shall be taken and the resulting figure shall be deemed to be the fair market value. If the higher appraisal is more than one hundred ten percent (110%) of the lower and if within twenty (20) days thereafter, the two appraisers so selected shall select a third appraiser qualified in the same manner as the two so appointed and within twenty days thereafter a determination of fair market value shall be made by the third appraiser and one hundred percent (100%) thereof shall be conclusive on the parties hereto; provided, however, that if such appraisal shall be less than ninety-five percent (95%) of the lower of the first two (2) appraisals or more than one hundred five percent (105%) of the higher of the first two (2) appraisals, ninety-five percent (95%) of the average of the first two (2) appraisals shall be conclusively deemed to be the fair market value of the premises, Landlord and Tenant each shall bear the cost of is own appraiser and, in the cost of the third appraiser shall be borne equally by Landlord and Tenant. In no event shall the base rent be less than the last year of the initial lease term.

LESSOR  
Medway Realty Trust

LESSEE  
T. C. SCOOPS LLC

By: \_\_\_\_\_  
Richard K. Bendetson, Trustee  
And not individually

By:  \_\_\_\_\_  
M. CHRISTINA CHEMINI, MANAGER



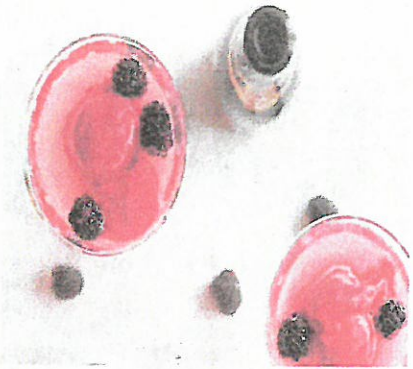
Floor Plan





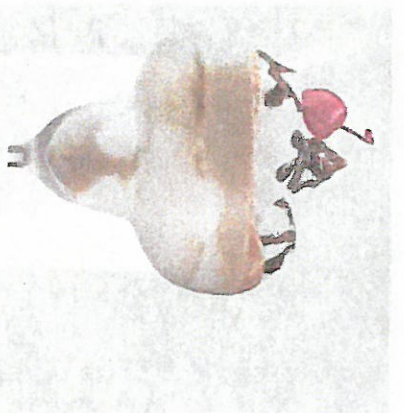
### Red Wine Float

Vanilla Ice Cream  
Seltzer Water  
Red Wine



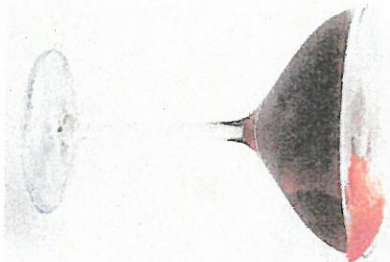
### Raspberry Champagne

Raspberry Sorbet  
Fresh Berries  
Champagne



### Rootbeer Floatini

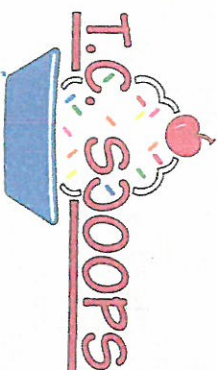
Vanilla Ice Cream  
Rootbeer Vodka  
Amaretto



### Siciliano

Strong cold brew coffee  
Simple Syrup  
Club Soda  
Sweet Vermouth  
Amaro (Italian herbal liquor)

# Ice Cream Libations



## T.C. Scoops

104 Main Street  
Route 109

Medway Shopping Center  
Medway, MA 02053  
508-533-8808

[www.tcscoops.com](http://www.tcscoops.com)

### Summer Hours:

Sunday, 12noon to 9pm  
Monday through Saturday, 11am to 9pm

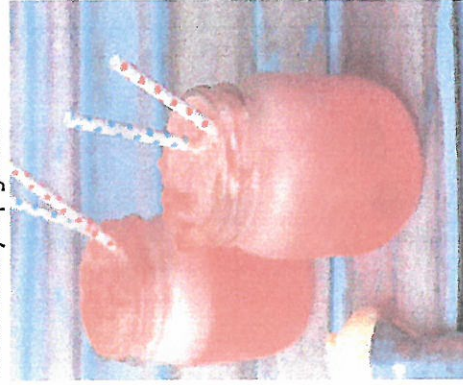
### Off Season Hours:

Sunday, 12noon to 8pm  
Monday. Closed  
Tuesday, Wednesday, Thursday,  
11am to 8pm  
Friday and Saturday,  
11am to 9pm



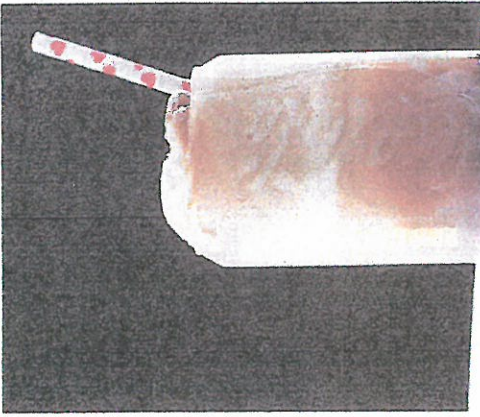
### Mint Chocolate Martini

Green Mint Chip Ice Cream  
Chocolate vodka  
Godiva White Chocolate Liqueur  
Chocolate Syrup garnish



### Orange Creamsicle

Orange Creamsicle Ice Cream  
Orange Soda  
Cake Vodka



### Icy Kahlua Coke

Cappuccino Crunch Ice Cream  
Coke  
Kahlua



### Limoncello Float

Lemon Ice Cream  
Lemon Vodka  
Grand Marnier  
Champagne



### Cherry Vanilla Float

Whitehouse Cherry Ice Cream  
Cherry Soda  
Vanilla Vodka



### Dublin Iced Coffee

Strong cold brew coffee  
Simple syrup  
Heavy cream  
Stout beer  
Bailey's Irish Cream

Emails supporting TC Scoops' application

Added the record after the 12/19/16 Selectmen's meeting

---

**From:** Christine <cmdmiller8@gmail.com>  
**Sent:** Monday, December 19, 2016 2:22 PM  
**To:** Board of Selectmen  
**Subject:** TC Scoops

I am writing to express my support for TC Scoops to be granted a liquor license. Tina is a responsible business owner who provides tremendous support for Medway small business owners, community groups and residents by letting her business be a community meeting spot. I have no doubt that issuing a liquor license to TC Scoops will result in additional opportunities for the business to help other businesses, groups and individuals and will hopefully be profitable and ensure the business will continue to succeed.

-- Christine Miller, Medway resident and TC Scoops supporter

---

**From:** Dale Freeman <dhrefreeman321@yahoo.com>  
**Sent:** Sunday, December 18, 2016 5:42 PM  
**To:** Board of Selectmen  
**Subject:** T. C. Scoops Liquor License Application

Dear Board of Selectman,

I am writing to you today to support Tina Chemini (T.C. Scoops Ice Cream) in her application for a liquor license. I have to admit, in the beginning I was thinking "why liquor in an ice cream shop?" but when you think about T.C. Scoops as **more than just that**, an ice cream shop - it makes sense. It is a wonderful social gathering place, and it has already showed it's potential as a venue for many different community-wide events.

I am a performing/teaching musician in town and it is a wonderful place to bring people together and share music. I have often done Beatles nights, jazz nights, and Christmas sing-a-longs there. Artist friends of mine are interested in doing those fabulous sip and paint events, and sporting events could gather and do fundraising evenings.

Please add my name to those in favor of the T. C. Scoops application. I personally feel that Tina has given so much to the community in her short few years here, and we are lucky to have T.C Scoops in our town. I hope you vote to support her in her effort to expand her business.

Dale Freeman  
6 Oak Street  
Medway, MA

---

**From:** Beth Ristaino <bristaino@yahoo.com>  
**Sent:** Sunday, December 18, 2016 10:43 AM  
**To:** Board of Selectmen  
**Subject:** In Support of TC Scoops application for a liquor license

Dear Board of Selectmen,

I am in favor of TC Scoops' application for a liquor license. I have known Tina Chemini for more than 20 years, and I know that she is an incredibly responsible person and is committed not only to her business, but to her customers as well. This liquor license will enable her to provide more options for her customers. I know that she would take this new responsibility seriously and would never do anything to put her customers, her business or the town of Medway at risk.

Thank you,  
Beth Ristaino

---

**From:** Melissa Kelley <melissa.j.kelley@gmail.com>  
**Sent:** Friday, December 16, 2016 9:02 PM  
**To:** Board of Selectmen  
**Subject:** TC Scoops

Good evening,

I am writing to enthusiastically express my support for TC scoops application for a liquor license.

Tina is a wonderful member of the community and her business is a valuable addition to the plaza and the town.

I fully trust her to take the responsibilities seriously and use her license to further improve her space and her offerings to the community.

Thank you,  
Melissa Kelley  
38 Hill Street  
Medway MA

Sent from my iPhone

---

**From:** Jake Wright <jwright010@yahoo.com>  
**Sent:** Friday, December 16, 2016 4:33 PM  
**To:** Board of Selectmen  
**Subject:** TC Scoops liquor license

Hello,

I'm writing regarding the request for TC Scoops to obtain a wine/malt/liquor license. Permitting the sale of alcoholic beverages would not only increase the sales for TC Scoops, which in turn helps improve Medway's economy, but would also create new opportunities for adult events and gatherings. This would further help to boost Medway's business community as patrons of TC Scoops would be more likely to continue shopping at neighboring establishments and would provide additional activities for Medway's young adult population. Because of the existing establishments who already have a liquor license in that area (Mickey Cassidy's, Derek's, Yama Fuji, Medway Cafe), allowing another establishment to serve liquor would serve no threat to the community; this would also make the Medway shopping plaza an area where adults can go to hangout at multiple 'bars' in one centralized area. Other towns and communities who have created such an area often see great economic and social benefits.

I hope my email helps persuade you to consider allowing the distribution of alcohol at TC Scoops.

Best regards,

Jake Wright  
Lifelong resident of Medway, MA

---

**From:** sehabeeb@gmail.com  
**Sent:** Wednesday, December 14, 2016 9:56 PM  
**To:** Board of Selectmen  
**Subject:** Letter of Support -- TC Scoops

To the Selectmen of the Town of Medway:

I write to express my support of Tina Chemini, owner/operator of TC Scoops, in her effort to get a license to serve certain spirits at her shop. I believe that her plan to provide beer/wine/cordials, along with food and craft ice cream, is something that our town should welcome. I am a member of the Medway Economic Development Committee, and I believe that this type of business serves the community with products that people want, while also signaling to prospective business developers that Medway embraces commercial innovation. Our community can sustain something other than just a typical bar (or, another tire shop).

I remember many times as a boy that my dad took me for hot dogs, with a soda for me and a beer for him. After, we'd have ice cream. It was so uncomplicated yet so enjoyable. I hope we haven't lost that.

Respectfully,  
Scott Habeeb  
94 Lovering Street



---

**From:** Kathy Piche <kathy\_piche@hotmail.com>  
**Sent:** Wednesday, December 14, 2016 8:39 PM  
**To:** Board of Selectmen  
**Subject:** Liquor license TC Scoops

Good evening. I have lived in medway for almost 18 years and when I heard that TC Scoops was hoping to obtain a liquor license I was thrilled! My family and I agree that Tina has provided our town with a fun friendly meeting spot that many groups in town utilize. It has become a focal family / community driven place to congregate. It is truly one of the hearts of medway. We would love to see her receive a license to sell liquor (even if it is just beer and wine). As a Mom of two who frequents TC Scoops with my children, I would love the opportunity to go into the shop with my friends and have a glass of wine in a warm inviting atmosphere rather than the hassle of bars or restaurants.

Please consider this petition to allow TC Scoops a license to sell liquor.

Thank you for your time,

Kathy

Sent from my iPhone

---

**From:** Brian Gray <bgray\_123@yahoo.com>  
**Sent:** Wednesday, December 14, 2016 3:56 PM  
**To:** Board of Selectmen  
**Subject:** TC Scoops

Good Afternoon,

I am a Medway resident of 16 years and I wanted to provide you with feedback on TC Scoops application for a liquor license. I have gotten to know the owner of TC Scoops, Tina, over the years from several of the volunteer activities I take part in. I am the President of Medway Foundation for Education (MFE) and I have been an MFE board member for nearly 10 years. I am also a volunteer soccer coach for Medway Youth Soccer and have coached for 12 years here in Medway. As a parent of three boys, we do frequent TC Scoops, especially in the spring, summer and fall after soccer games. I am usually with a number of boys who just played soccer and a few fathers as well. While the boys are big ice cream consumers, us dad's are a bit more diversified in our tastes. We would be interested in buying an occasional beer or even trying an ice cream/beer blend if it was appealing that day. I used to love something called a Stout Float offered by a brewpub restaurant in Boston. It was one of my favorite deserts at the time. I am sure some of us Medway fathers would appreciate being able to socialize at TC Scoops with other fathers while our boys focused on ice cream consumption. Socializing with other fathers is normally enhanced when a beer is introduced and we can sit slightly separate from our boys while they ramble together with their ice cream.

Tina is a very committed business owner in our community. I see her support a number of non-profit organizations that benefit the residents of our town and schools. I hope you will give her an open mind with your consideration of her liquor license application. She is the type of person and business owner that makes living in Medway so special.

I am happy to speak with anyone looking for more feedback on this subject. Thank you.

Sincerely,

Brian Gray

8 Hickory Drive

Medway, MA 02053

508-254-4407

# AGENDA

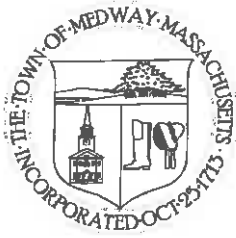
## ITEM #5

### **Approval – Agreement with Kleinfelder for Phase II of IWRMP (Integrated Water Resource Management Plan)**

#### **Associated backup materials attached:**

- Memo from Tom Holder, DPS Director
- Contract, Approved June 19, 2012
- Letter of Understanding - Kleinfelder
- Gantt Chart

**Proposed Motion:** I move that the Board approve the agreement with Kleinfelder for Phase II of the integrated water resource management plan as presented.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS


*Entrusted To  
Manage The  
Public  
Infrastructure*

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen  
Michael Boynton, Town Administrator

From: Thomas Holder | DPS Director 

Date: December 19, 2016

RE: **Integrated Water Resource Management**

---

During 2012, the Town began to understand the need for Integrated Planning relative to its water, wastewater and stormwater systems. The Town received legislative and regulatory support for this approach which led to the execution of the attached contract for the performance of an Integrated Water Resources Management Program (IWRMP).

During 2013-2014, several preliminary tasks were completed within the scope of this program. In awaiting the promulgation of the Federal Municipal Separate Storm Sewer System (MS4) Permit, it was decided to delay moving forward with the remaining program tasks. With the recent EPA enactment of the MS4 mandates, we have a renewed understanding of expectations and are now prepared to continue with our integrated approach as outlined in the attached Kleinfelder Letter of Understanding.

Since the date of the original Agreement, other additional new final regulations have been issued such as Water Management Act Regulations, Sewer Collection System Regulations, new Wastewater Permit as well as the identification of new stressors to the Town's infrastructure.

It is known among utility managers and professionals that performing a simultaneous evaluation toward future planning relative to water, wastewater and stormwater systems is the most effective approach to managing a communities water resources. It is with that spirit that we recommend advancing this IWRMP. Medway will be better positioned to address the aforementioned regulatory and development challenges by having the results of this planning tool to guide our future management decisions.

Thank you for your consideration.

**AGREEMENT BETWEEN  
THE TOWN OF MEDWAY AND KLEINFELDER NORTHEAST, INC.  
FOR  
PROFESSIONAL CONSULTANT AND ENGINEERING SERVICES  
RELATED TO THE INTEGRATED WATER RESOURCES MANAGEMENT PLAN**

THIS IS AN AGREEMENT made on the 19 day of June, 2012, by and between the Town of Medway, with a usual place of business at 155 Village Street, Medway, MA (hereinafter referred to as "Town"), and Kleinfelder Northeast, Inc., formerly known as S E A Consultants, Inc., (hereinafter "Consultant"), an engineering firm incorporated in the state of Massachusetts with a usual place of business at 215 First Street, Cambridge, Massachusetts.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

This Agreement will become effective on the date that the last party fully executes the same.

**1.0 CONTRACT DOCUMENTS**

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between Town and Consultant and supersede any and all prior written or oral understandings between Town and Consultant.

Exhibits:

- A. Certificate(s) of Insurance and Licenses Required by this Agreement;
- B. Licensure to Perform Professional Services; and
- C. Consultant's Corporate Authorization.

**2.0 CONSULTANT'S SERVICES**

The full execution of this Agreement by Town and Consultant constitutes Town's written authorization for Consultant to proceed with the professional services described in this section (hereinafter referred to as "Consultant's Services"), which are to be conducted in connection with the Town's Integrated Water Resources Management Plan (the Project).

Consultant agrees to commence work under this Agreement immediately upon receipt of an executed copy of the Agreement. Consultant shall use its best efforts to perform all services under the Agreement expeditiously as is consistent with professional skill and care and the orderly progress of the work. Consultant and Town mutually recognize that external factors outside either party's control may dictate the time frame for compliance with relevant state or federal permit(s). Delays that are related to such external factors may be cause to re-negotiate the time frame for this Agreement. It is also agreed

that the schedule will be reassessed and revised as deemed appropriate by both the Consultant and the Town upon review of all relevant state or federal permit time requirements to which the Town is required to meet.

Only Work required of, and integral to the work mandated within permit requirements shall be authorized by the Town.

Based on what is currently known, submission of the Integrated Water Resources Management Plan final report shall be as follows:

- Complete Tasks 1 – 3 within 270 calendar days upon receipt of executed contract.
- Complete Task 4 within 90 calendar days after the CAC has reviewed the technical memorandum and the Town authorizes the Consultant to proceed with Task 4
- Submit the draft IWRMP within 270 calendar days after the Town has reviewed the screening level technical memorandum and the Town authorizes the Consultant to proceed with Tasks 5 and 6.
- Submit the final IWRMP within 60 calendar days after receipt of all comments from the Town and MADEP as receipt of all public comments received during the public informational meetings.

Consultant shall perform for or furnish to Town professional engineering services in all phases of the Project to which this Agreement applies, as hereafter provided. Consultant shall serve as Town's prime engineering professional for the Project, providing professional engineering consultation and advice with respect thereto.

**Task 1: Public Participation Program**

Develop a Public Participation Program in support of the overall project. The program will consist of the following:

**A. Assemble a Citizen Advisory Committee (CAC).**

1. Assist the Town in the establishment of a CAC that represents a cross-section of Medway stakeholders who will provide valuable guidance to the development of the IWRMP. The CAC is anticipated to include citizens, local or regional agencies, and commercial business owners operating within the community. Technical assistance and/or input will also be solicited from local agencies or departments as appropriate.
2. Assist the CAC in developing goals, organization, and responsibilities.
3. Assist the CAC in developing a forum from which to provide the general public information regarding the project.
4. Help to develop a schedule of CAC meetings to fit the IWRMP schedule.

**B. Public Participation Program.**

5. Develop a Public Participation Work Plan with a schedule of activities coordinated with CAC meetings and key milestones and identify the appropriate means of communication with the public and stakeholders (e.g., newspapers, cable television, internet, flyers). Activities will include Public Involvement and Participation activities to address requirements of the Town's Municipal Separate Storm Sewer System (MS4) Phase II program as detailed in Section 2.4.3 of the Draft MS4 General Permit for North Coastal Watersheds as of 8/1/2011. Such activities will include, at a minimum, the opportunity for the public to participate in the review and

implementation of the stormwater management program as implemented through the course of this IWRMP.

6. Develop appropriate educational materials to support the outreach program. Such materials will encompass the broader goals of the IWRMP, as well as the specific goals of the Town's Phase II MS4 Stormwater Management Program as detailed in Section 2.4.2 of the Draft MS4 General Permit for North Coastal watersheds as of 8/1/2011.
7. Facilitate CAC meetings (a total of five [5] meetings are included in the scope of services).
8. Facilitate Workshops (two [2] workshops are included in the scope of services).
9. Attend public information meetings (two [2] public meetings are included in the scope of services).

## **Task 2: Existing and Future Conditions**

Develop a Needs Investigation Program. CONSULTANT shall:

- A. **Identify important components of other plans that impact Medway's water resources management.** Review and reference recent studies conducted by the Town of Medway and other regional planning agencies, such as: utility infrastructure evaluations, contaminant impacts assessments, water supply and water quality studies, local master plans or regional growth management plans and build-out analyses, and other relevant studies. Summarize findings, conclusions, recommended actions, and current status from relevant reports. These reports will include, but are not limited to, the Town's 2010 Final Water System Master Plan, 2009 Final Town Master Plan, sewer system infiltration/inflow (I/I) studies and 1999 Sewer Master Plan, U.S. EPA Total Maximum Daily Load (TMDL) study for the Lower Charles River Basin, Charles River Pollution Control District (CRPCD) capital planning documents, and the Town of Medway Stormwater Management Program. Prepare a Technical Memorandum summarizing our review of relevant documents that identifies the technical findings and/or data upon which we will rely for the purposes of this IWRMP as well as a summary of data gaps or data needs still outstanding.
- B. **Describe the Town's built/human environment.** Review and utilize information presented in existing facility plans, census data, aerial mapping, and zoning regulations to describe the current population and land uses within the Town. Review existing environmental databases to identify hazardous waste sites (Chapter 21E sites) in Medway.

Meet with the Medway Planning and Economic Development Coordinator to describe recent and anticipated development trends, both residential and commercial, and to describe conservation or open space efforts, including any wetlands conservation by-laws. Re-zoning initiatives will be reviewed, along with planning information used to support the changes.

Submit a Project Notification Form (PNF) to the Massachusetts Historical Commission (MHC) to determine if additional work is required to assess potential archaeological impacts. This scope of work only includes submission of the initial PNF. If additional assessment is required this will be covered under another scope.

**C. Describe and develop mapping detailing the natural environment.** Review data and perform desktop analysis. This task will include water resource mapping components stipulated in Section 2.4.4.6 (a)(ii) of the Draft MS4 General Permit, and additionally will include:

1. climate
2. soils
3. hydrologic conditions
4. hydrogeologic conditions
5. water quality conditions
6. wetlands and species habitats
7. flood plain locations

**D. Compile water demand projections and supply sources.** Much of the data for this component of the IWRMP will be based upon data and findings presented in the 2010 Water System Master Plan provided by the Town of Medway. That report relies upon demand projections developed by the Department of Conservation and Recreation Office of Water Resources (DCR-OWR). Please note that those projections were developed based on certain assumptions of growth, both in terms of quantity and diversity (i.e. residential versus industrial) which may not be consistent with the economic growth strategies outlined in the Town's recent Master Plan. In addition, the Town is currently appealing the recently issued final Water Management Act permit for their registered/permitted sources. The appeal is based in part on the DEP's intent to modify final permitted withdrawals on the basis of a Long Term Safe Yield analysis that is not yet complete. This task does not include a separate safe yield analysis at this time. The scope items below are provisional, based on initial review of the Master Plan and represent potential "data gaps" necessary for purposes of the IWRMP development. Many of the tasks below focus on regional water quality and quantity issues, which are not addressed in the Water Master Plan. Since the Town relies exclusively on groundwater from Town wells for its public water supply, protection of the quality of these drinking water sources is critical. These are provisional scope items dependent upon the outcome of Task 2(A).

1. Summarize water quantity/quality conditions as provided in 2010 *Water System Master Plan*.
2. Identify potential impacts to groundwater from known contaminant plumes given present and future water demands.
3. Identify potable water sources including description of aquifers, transmissive soils and zones of contribution to water supply sources in the planning area. The description will include the public water supply source types, actual and safe yields, pumping capacities, Town well management practices (e.g. variable pumping regimes) and permitting, along with Zone II delineated areas, and other major public and private supplies along with associated Interim Wellhead Protection Areas.
4. Inventory the Town of Medway's current practices on water conservation and demand management and compare them to current DCR Massachusetts Water Conservation standards.

**E. Current Stormwater Management Systems and Needs Analysis**

1. Prepare Notice of Intent to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer



System (MS4) General Permit. Specific timing of the preparation of the NOI is dependent upon actual date of permit issuance and published effective date. NOI will be prepared on the basis of the final General Permit deadlines and will be based in part on findings from activities completed under these sub-tasks. If sub-tasks have not been completed, NOI will be based on recognized conditions and Town program objectives identified at that time.

2. Prepare Stormwater Management Plan (SWMP) in conformance with requirements of the NPDES MS4 General Permit. As with the NOI, SWMP will be prepared on the basis of the final General Permit deadlines.
3. Review existing information and mapping to identify natural resources and augment mapping from Task 2C above to include the following features: topography, surface water, flood plain, wetlands, rare species habitat, aquifer locations, public water supplies and identified town-owned outfalls.
4. Review and document surface water quality data available from the Town and state resources.
5. Develop inventory of stormwater assets based on available information, including NPDES MS4 outfall and system maps, GIS databases, technical reports, video and/or anecdotal information provided by Town Staff.
6. Per Section 2.4.4.8 ( c ) of the Draft MS4 General Permit, based on topography and documented (to date) extent of stormwater system, develop preliminary drainage catchment delineation data layer for use with base mapping.
7. Create a prioritized/problem catchment listing based on criteria established in Section 2.4.4.8 ( c ) of the Draft MS4 General Permit, including but not limited to: past discharges/complaint history, poor dry weather receiving water quality, density of generating sites (land use), age of surrounding development, stormwater outfall density, known infrastructure deficiencies and sewer conversions in area. Prioritization will be based on weighting criteria to be determined cooperatively between the Project Team and the Town. Field investigations (see below) will be limited to the top 25% of prioritized catchments. This will constitute a Pilot Program to assist in estimating level of effort to achieve adequate level of mapping throughout the rest of the Town's drainage system, consistent with requirements of the pending Draft NPDES MS4 General Permit.
8. Prepare data gap analysis for priority catchments to address areas where inadequate information exists on presence of drainage infrastructure, asset condition or attributes (e.g. pipe diameters, material, condition).
9. Prepare documentation sufficient to meet Illicit Discharge Detection and Elimination (IDDE) Program requirements in accordance Section 2.4.4.8 of the Draft MS4 General Permit. Documentation will include components outlined in 2.4.4.8 ( a – h ) including legal authority, protocol for IDDE program responsibilities, assessment of priority catchment and problem catchments (see sub-tasks E. 4 & 5 above), a systematic procedure for locating and removing illicit connections, illicit discharge prevention procedures, indicators of IDDE program progress, program milestones and training programs.
10. Conduct field inspections in priority catchments (10 days maximum). Global Positioning System (GPS) points will be collected at all accessible, mapped outfalls. Collect field information related to outfall condition and

evidence of any possible operation issues. Assistance from the Town is anticipated to assist in locating and accessing outfall features.

11. Use field and existing Town records to update unknown Stormwater attribute information (asset data) that has immediate bearing on the project objective to characterize deficiencies and quantify (at a conceptual planning level) future investments required for capital and operating projects to meet regulatory and planning goals.
12. Prepare GIS-based drainage system map for the field inspected drainage catchment areas. The map layer will be based on GPS points collected, record drawings or other documented data provided by Town personnel.
13. Prepare GIS-based data layer to augment infrastructure mapping requirements for the Town's Phosphorus Control Plan to include plan components detailed in Section 2.4.4.6 (d)(iii) and not otherwise already detailed in this scope. This information includes land use, impervious cover (MassGIS), excessive nutrient loading locations, public and private parking lots, public and private yard waste storage or composting facilities, automotive wash and detailing establishments, public and private parks, recreation fields, golf courses, and fertilized green space, street alignments with extensive deciduous tree canopies, areas with highly erodible soils, phosphorus control structures, and municipally-owned, abandoned, or vacant land available and suitable for implementation of structural phosphorus control BMPs.
14. Prepare condition assessment of key assets and primary conveyances in prioritized catchments including summary of age and conditions of stormwater systems. The condition assessment will be sufficient for use in the Town's Illicit Discharge Detection and Elimination Program, consistent with requirements of the pending Draft NPDES MS4 General Permit.
15. Prepare summary of existing Operations and Maintenance documented procedures and provide evaluation of how these procedures meet the practical and regulatory obligations for such activity. NOTE: this task does not fulfill requirements of Section 2.4.7.1 Good Housekeeping and Pollution Prevention O&M program requirements of the MS4 General Permit. The deliverable will include a proposed Table of Contents for the Town's O&M Program description to complete all required documentation, investigations, plan development and implementation.
16. Inventory Town-owned parcels and evaluate parcels for use as potential mitigation offsets, BMP retrofit sites, or resources otherwise applicable to stormwater management practices. Evaluation will consist of a desk top review of soil conditions, land-use, potential groundwater conditions and drainage characteristics. Inventory will enable the Town to comply with inventory required in the pending Draft NPDES MS4 General Permit. Information will also be used to identify potential satellite wastewater treatment systems.

**F. Current Wastewater Management Systems and Determination of Wastewater Needs.**

1. Wastewater Collection System
  - a. Review record drawings, paper and electronic mapping of the sewer system available from the Town and/or the CRWPCD.

- b. Review GIS-based system map of sewer infrastructure including sewer pipes, manholes, pump stations and other structures. Verify GIS-based system map meets the standard attribute criteria required under Section 2.4.4.6 (d)(i) of the MS4 Draft General Permit including sewer flow direction and type (e.g. pressure, vacuum, gravity); select rim and invert elevations (for comparison with water table and vertical separation between systems); common/twin-invert manholes or structures; sanitary and storm sewer alignments served by known or suspected underdrain systems; sewer alignments with common trench construction and major crossings representing high potential for communication due to water table influence; lift stations, siphons, and other key sewer structures. For the purposes of scope development for this project, it is our understanding that a comprehensive GIS-based system map will be available at the time this project begins. Task F.1.k allows for a limited amount of field survey (using GPS and/or traditional survey technologies) and manhole inspection where data gaps may exist in the GIS system map provided by the Town.
- c. Update GIS-based system map of sewer infrastructure to meet the minimum requirements of Section 2.4.4.6 (d)(i) as noted in Task F.1.b.
- d. Review wastewater flow records of new pump stations and meter stations available from the CRWPCD connections.
- e. Based on CRWPCD flow data, estimate Town-wide annual average infiltration and seasonal peak infiltration rates.
- f. Obtain and review existing studies on conditional assessment (CCTV and manholes inspections, etc), Infiltration and Inflow, odor and corrosion, operations and maintenance, pump stations and facilities.
- g. Review existing sewer use bylaws, rules and regulations, and rates.
- h. Conduct interviews with Town personnel to discuss system operation and maintenance characteristics.
- i. Review existing information on Sanitary Sewer Overflows (SSOs) to determine frequency of events and their root cause. This will fulfill the requirement of Section 2.4.4.5 of the MS4 General Permit.
- j. Define the major pipe network or "spine" of the sewer system (include sewer pipes greater than [12]-inches diameter and trunk line(s) that would be located proximate to potential future sewer extensions) and delineate the sewer system into sub-areas that are tributary to the spine. These may be based on sewer catchments defined in previous I/I studies. Assume approximately 20 miles of sewer system (approximately 33%).
- k. Obtain GPS point data and visually inspect manholes from the surface (no manhole entry) within the major pipe network of the sewer system. To the extent possible based on visual inspection: record material, size, and condition of manholes and sewer pipes visible within; assess flow conditions and the presence of I/I; verify interconnectivity with other sewers and manholes; and look for signs of corrosion. All manhole inspections will be documented and compiled into an electronic database. For budgeting purposes, we have assumed 100 manholes will be visually inspected and GPS-located. This corresponds to approximately 10% of the total 994 manholes identified in the system.

1. Obtain and review electronic or other mapping for the drainage system to identify where potential interconnections between sewer and drainage systems may occur.
  
2. Evaluation of Sanitary Sewer System owned and operated by Town
  - a. Identify and quantify deficiencies within the existing major piping network of the sewer system based on:
    - i. Assessment of System Age to the extent possible using existing records.
    - ii. Capacity limitations, based on known SSO locations and Town. Note: no system modeling is included in this scope of services and capacity limitations will be as identified from prior reports and Town input.
    - iii. Annual average Infiltration and Inflow. This is to be based on existing reporting and assessment of CRWPCD flow data.
    - iv. Operation and Maintenance issues, as reported by the Town.
    - v. Cost inefficiencies.
    - vi. Other known problem factors or regulatory influences that could affect the need or priority of an area or system component.
  - b. System deficiencies will be rated based on a level of severity that ranges from low (modest threat) to high (imminent threat of failure or regulatory violation). System deficiencies that have similar characteristics will be categorized for description.
  - c. Conduct a one-day Needs Workshop with the DPS to review the results of the sewer system needs analysis and gather feedback for use in refining the results.
  - d. Target system deficiencies rated at a high level of severity as needed improvements to the sewer system for which solutions will be developed under Task 6(F). The budget is based on selecting the five (5) highest rated deficiencies for development of solutions.

3. Describe the Medway Board of Health's (BOH) septic system regulations and procedures. Septage disposal, pumping records, new system installation, and repair procedures will be detailed. Summarize in general, historical Title 5 failures, excessive pump outs, variances, and where they are occurring. Information will be documented in a manner to allow compliance with the Town's obligation to map relevant septic system data per Section 2.4.4.6 (d) (ii) of the MS4 General Permit.
4. Describe the Charles River Water Pollution Control Facility. Detail capacity, proposed capital improvements, member community obligations/opportunities and permitting history. This task is intended to document the current status of the facility as it relates to the Town of Medway's current and future demand. For this purpose, we will rely upon existing documentation including permit constraints. No field investigation or condition assessment of the plant is proposed or budgeted.
5. Divide the Un-sewered Portions of Town into Study Areas
  - a. Create distinctive study areas for which needs can be assessed and solutions analyzed. Study areas will be primarily based upon homogeneity of environmental and natural characteristics, as well as existing neighborhood schemes. Criteria for study area development will include, but not be limited to: lot sizes, soil types, percolation rates, depth to groundwater, history of on-site disposal issues and location in regard to sensitive resources. DEP input will also be sought during development of study areas and/or criteria to be applied to study areas.
  - b. Study areas will be grouped into residential, mixed and commercial categories.
6. Summarize existing conditions and problems for each study area.
  - a. Perform visual surveys to determine overall characteristics of each area. Surveys will: identify natural characteristics surrounding the area, such as the presence of woodlands, water bodies, floodplain or wetlands; comment on the development characteristics of the neighborhood such as density of development; note the presence or absence of trees and ledge outcroppings; describe the overall topography of the area, including the severity and direction of street grades, and if houses are significantly higher or lower than street elevations; note the age, size and type of homes; identify signs of failed on-site systems or failures recorded by BOH; identify, characterize and list by street address any properties currently being used for commercial purpose or located in a commercial district.
7. Conduct an on-site disposal system census.
  - a. Compile recent (five years or less) BOH records for the area, including:

- septage pumping records;
  - sites that have failed Title 5 inspections;
  - sites that have been issued system repair or replacement permits;
  - properties that have applied for financial assistance for system repairs. Locate system problems on base map.
- b. Identify current lot sizes and zoning regulations within each area. Identify private wells within the Town. Assessors maps and zoning regulations will be consulted, and known variances from the regulations discussed with the BOH and Planning Board.
- c. Identify the potential for subdivision of land and further development **within** each area. The Town's zoning regulations will be reviewed, as will existing growth management documents, including any recent buildout analysis. The Planning and Economic Development Board will be consulted. Indicate potential development on the base map.
- d. Identify the development potential of land **adjacent** to each area. Review the Town's zoning regulations, existing growth management documents and consult with the Planning Board. Indicate potential on base map.
- e. Combine information on current zoning and planned growth to estimate current and future wastewater flows from each area. The wastewater management plan will be based on a twenty (20) year planning period. Since there is the potential for phased construction of facilities to meet changing conditions and discharge requirements over the planning period, consideration will be given to defining initial flows and incremental flows projected for only a part of the twenty year planning period. Such incremental flows will be based on the recommended timetable for implementation of a wastewater management program and will be developed to reflect that schedule. Design year flows will be defined so that alternatives can be developed to address flows and discharge limits over the entire planning period. In addition, this task will include development of a watershed benchmark flow in conformance with calculation methods detailed in 310 CMR 44.04(3).
- f. Complete a soils investigation program to determine the characteristics of soils in each area. The program's objectives will be to assess the feasibility of using on-site systems or groundwater discharge systems. Components of the program will include:
- i. Review of SCS soils maps;
  - ii. Review of existing town data and BOH of Health records;
  - iii. A new exploratory program incorporating test pits and percolation tests. The program will be conducted in both existing, developed areas and in open areas targeted for

development (if existing subsurface data does not exist). The areas identified for further exploration will be based on "constructability" criteria and practical guidelines regarding access and acquisition. Budgets estimated for this task are premised on not more than ten (10) exploratory locations and use of: Town-owned equipment (i.e. backhoe) and personnel (i.e. backhoe operator) for performing one (1) test pit in each exploratory location.

- iv. Update the base map with this soils information highlighting areas that appear poorly suited for on-site systems, as well as areas which appear well suited for on-site systems.
- g. Perform a water quality analysis on nearby surface water bodies (estimated number of locations - 10). The analysis will be pointed at identifying surface water quality degradation that can be attributed to septic system failures or stormwater impacts. The analysis will include a sampling program, and will also integrate existing, available data from problematic areas, including information presented in the water quality analysis on nearby surface water bodies (estimated Sewer Master Plan, prepared by Haley and Ward in August 1999).
- h. Compile and analyze existing groundwater quality and water level data.
- i. Prepare a Technical Memorandum summarizing the results of the needs investigation program.
- G. Conduct a Needs Assessment Workshop (1/2 day) with CAC and the public. The workshop will be conducted to review evaluation criteria, review and develop consensus on needs areas and prioritization or ranking of needs areas. The workshop will additionally discuss results from the stormwater needs assessment and water use investigations.
- H. Rank areas by need for stormwater and wastewater management.

**Task 3: Management Techniques and Technologies, and Potential Satellite Facility Sites**

- A. **Identify available technologies for on-site, satellite, and centralized wastewater management technologies and techniques; identify potential stormwater mitigation strategies.** The plan will consider options for wastewater treatment and disposal of effluent, including reuse and land application alternatives; residuals disposal, including alternatives for reuse and contractual service for processing and disposal; and, optimizing existing systems through initiatives such as septic management districts, mandated septic pumping and inspections, or financial assistance for system upgrades.

Stormwater management strategies to reduce phosphorus loadings to the MS4, or which may serve as "offsets" in accordance with MS4 permit guidance, will be evaluated. Specifically, infiltration BMPs for areas

deemed suitable for detention and treatment of MS4 flows will be considered.

- B. Describe the technical, operational and permitting considerations, and the advantages and disadvantages of potential on-site and satellite solutions.** Examine the potential for utilizing on-site systems, cluster systems, or other systems identified in the prior task for wastewater management in needs areas. Additionally, CONSULTANT will provide guidance regarding the advisability of allowing and/or encouraging the use of privatized packaged wastewater treatment facilities, including use within the aquifer protection zones.
- C. Compile a list of potential sites for construction of satellite wastewater treatment facilities and groundwater discharge points.** Groundwater discharge of treated effluent may be an alternative for portions of the Town. Based upon design wastewater flows of the identified Needs areas, CONSULTANT will determine approximate site requirements to dispose of effluent at a single site, or on multiple sites. CONSULTANT will identify potentially viable sites in part through review of existing maps, public land inventories, and survey records. Multiple sites of varying sizes may be identified for visual inspection and literature review to determine general soil types and groundwater conditions. Conditions identified in previous field investigations will also be evaluated when identifying potential satellite facility locations. A new exploratory program incorporating geotechnical test borings and wells, test pits and percolation tests will be conducted. Budgets estimated for this task are premised on a total of four (4) exploratory locations and use of a contractor for performing one (1) test boring in each exploratory location as well as installation of one (1) monitoring well per exploratory location. Task will additionally include a list of potential sites for retrofitting stormwater BMPs for mitigation of frequency, volume and peak intensity of discharge as well as pollutant loads on the basis of criteria in Section 2.4.6.9 ( c ) of the MS4 General Permit.
- D.** If DEP should require additional field investigation, then at the Town's direction and upon written notice to proceed, CONSULTANT shall perform such additional field investigation. The parties shall promptly execute a written amendment providing the scope of work and fee for this additional work, and the terms of such amendment shall be reasonably acceptable to the parties.



- E. Evaluate sites for treatment plants, interceptors, transmission lines, pumping stations, and other major works. Evaluation is based on results of field investigations from Task 3 ( C ) to establish feasibility of satellite systems and will consider the following:
- Minimization of odors in densely residential areas
  - Minimization of aesthetic problems through proper design and landscaping at facility sites
  - Location of groundwater discharges where they will not adversely impact public water supplies or primary contact recreational waters. Location of treatment plants and other facilities such that they would not adversely impact environmentally sensitive areas.
- F. Prepare Technical Memorandum summarizing potential technologies, including a brief listing of technologies considered by CAC.

**Task 4: Potential Wastewater Sites, Techniques/Technologies Screening**

- A. In order to further refine potential wastewater alternatives, CONSULTANT will screen management strategies for proposed sites and technologies identified in previous tasks develop screening criteria which may include:
- technical feasibility (e.g. do soil conditions match those required by the technology)
  - water quality impacts on the Charles River, its tributaries and other water resources potentially impacted by the alternatives
  - water quantity impacts (Charles River and groundwater impacts)
  - water conservation capabilities and estimated savings
  - energy efficiency
  - operational ease
  - reliability
  - performance
  - public acceptance
  - renewable energy
  - permitability
  - aesthetics
  - cost
- B. Screen potential technologies/management methods, using the screening criteria to determine the most viable alternatives for the proposed use.
- C. Screen sites using screening criteria to determine most feasible sites for further more detailed evaluation.
- D. Generate a Decision Matrix summarizing the screening process by study area. The matrix will consist of criteria on one axis, technologies and/or sites on the other, and numerical ratings in the array.

- E. Prepare a Technical Memorandum summarizing the screening process and recommending candidate technologies and sites for evaluation for use.

### **Task 5: Management Options**

Management options will be considered within the context of a balanced approach to meet water, stormwater and wastewater needs, including consideration of cost, ability to meet the Town of Medway's future demand, and environmental impact.

#### **For Wastewater Needs Areas:**

- A. For each wastewater need area: identify on-site technologies that are technically feasible.
- B. Describe the conditions present at each need area and create a short-list of viable satellite technologies for each need area in a similar manner.
- C. Describe the viable centralized options.
- D. Develop evaluation criteria for selecting preferred technologies and sites.
- E. Prepare conceptual designs of **viable** options identified in the IWRMP (maximum three).
  1. For each viable option, identify the associated general environmental impacts. Irreversible adverse impacts could be a basis for rejecting an option and thus, reduce the number of viable alternatives. Other impacts may require further study and will be identified, to the extent possible, early in the planning process. The evaluation will assess both beneficial and adverse direct and indirect environmental impacts. **Direct impacts** are those directly related to construction and operation of the wastewater facilities including, but not limited to, impacts on:
    - historical, cultural, archaeological or recreational areas;
    - wetlands, flood plains, agricultural land, and any other environmentally sensitive areas;
    - zones of contribution of existing and proposed water supply sources;
    - surface and groundwater resources, particularly the Charles River;
    - noise pollution, air pollution, and odor and public health problems associated with construction and operation; and
    - visual impacts from land alterations and
    - property values.

*Indirect impacts* are induced changes in patterns of land-use and population growth, and other environmental effects resulting from changes in land use and population growth including, but not limited to:

- changes in zoning or rate, density, or type of development, including residential, commercial and industrial development or changes in the use of open space or other categories of land;
- air, water, noise, solid waste, or pesticide pollution stemming from the induced changes in population and land use;
- damage to sensitive ecosystems (wetlands, habitats of endangered species) and environmentally protected areas (parks, historic sites) resulting from changes in population and land use; and
- socioeconomic pressures for expansion of existing infrastructure resulting from induced changes in land use and population.

Indirect impacts are important due to concerns raised by state agencies and private organizations about impacts to the watershed and particularly habitats dependent on the Charles River. The environmental evaluation will determine if indirect impacts will possibly contravene environmental and land use statutes, regulations, or standards. Relevant federal, state, and local environmental and land use statutes (including Executive Order 385) and local planning initiatives, strategies and studies will be considered. Potential for mitigation of direct and indirect adverse impacts will also be evaluated for each of the alternatives. Such mitigation measures may include: changes in design, size, or location of facilities; rerouting of sewers to avoid sensitive areas, phased construction of facilities; combination of water management strategies and wastewater disposal options to minimize in-basin impacts during periods of highest stress on the Charles River; or additional controls for noise, odor, and aesthetic impacts.

2. For each viable option, identify the associated general financial impacts. In order to identify impacts, prepare a preliminary budget cost estimate for construction and operation of systems in each area or site. It is possible that combinations of alternatives may be more viable than one single alternative for the identified needs areas. Financial impacts will be evaluated on the basis of potential impacts to individual users (residential, commercial and/or industrial) as well as to the community in general. Cost analysis will include evaluation and consideration of existing wastewater disposal cost structure.

3. Develop schematic layouts, evaluation matrices for environmental impacts, and a present worth calculation to estimate the option's cost.
- F. Apply the selection methodology to each of the viable option conceptual designs.

**For Sewer Rehabilitation Needs:**

- G. Describe the five (5) highest level deficiencies of the system based on results from Tasks 2(F)(1-3). Evaluate solutions to these deficiencies based on criteria to be developed by the Project Team in association with the Town, including but not limited to cost-effectiveness, protection of public health, environmental protection, and regulatory requirements.
- H. Based on screening criteria above, identify one preferred viable alternative for each deficiency.

**For Stormwater Management Needs:**

- I. Identify priority areas for IDDE program initiation based on condition assessments of catchments.
- J. Describe areas of potential BMP retrofits for infiltration technologies.
- K. Prepare a Technical Memorandum summarizing the management options within the context of a balanced approach to meet stormwater, water and wastewater needs including consideration of cost, ability to meet the Town's future demand and environmental impact.
- L. Conduct an Evaluation of Alternatives Workshop (1/2 day) with CAC and the public.
- M. Coordinate meeting with MEPA office and representatives from DEP to review viable options and likely preferred alternatives. Assume that preparation of an Environmental Notification Form (ENF) will be required. If MEPA determines that an expanded ENF or Environmental Impact Report will be required, CONSULTANT will provide a scope of services and budget to prepare that additional environmental documentation. The budget for this scope item includes preparation of an ENF only.

**Task 6: Preparation of Integrated Water Resources Management Plan (IWRMP)**

Tasks associated with preparation of this plan include the following:

- A. Complete a conceptual design of the recommended management systems, including assessment of water management strategies for the Town's public water system.
- B. Prepare a draft scope or outline for management programs, by-laws, or regulations. The outline will address requirements of Executive Order 385, whereby state and local agencies must engage in proactive and coordinated planning oriented toward both resource protection and sustainable economic development. The Town's management program will address the issue of growth management in coordination with the water resources management objectives, including appropriate land use controls to meet these objectives.
- C. Assess the environmental and aesthetic impacts of the preferred alternatives, including quantification of wetland impacts to the extent feasible, and potential of proposed alternatives to cross sites where hazardous materials or oil have been released, at which locations conceptual design will include requirement to comply with applicable parts of the Massachusetts Contingency Plan.
- D. Identify the regulatory considerations and permit requirements of the preferred alternatives, including permits and approvals required for the proposed alternatives. Prepare a plan for submittal of necessary applications.
- E. Prepare a more detailed cost analysis for the management plan, including both capital, and annual operating/maintenance costs. Present alternative scenarios for payback of the local share of costs considering equitable distribution of costs to the public, sewer users, private entities and including septage management costs and marine pump-out costs.
- F. Compile the separate, selected components of the overall plan into a single, unified Recommended Management Plan. The Management Plan will integrate capital improvement and maintenance plans for each of the wastewater, water and stormwater systems.
- G. Develop Draft Mitigation Plan. The mitigation plan will include proposed strategies to address impacts of proposed additional sewerage, if any, as well as identify any additional ordinances, bylaws, sewer use regulations or Special Legislation that are needed to implement the program.
- H. Develop an Implementation Plan, including a schedule to be coordinated with scopes of services for engineering designs, town meeting actions, and/or funding applications. Implementation Plan will include draft new or modified by-laws if such by-laws are recommended in IWRMP. The Implementation Plan will also identify

opportunities for linking projects where overlap or proximity provides potential cost or schedule mitigation.

- I. Prepare a draft IWRMP (distribute 20 copies), including a scope of work addressing outstanding items required for the Final IWRMP.
- J. Address reviewed comments, and prepare the Final IWRMP (distribute 20 copies.)

### **3.0 GUARANTEES AND WARRANTIES BY CONSULTANT**

The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice. This provision in no way limits the Town's ability to bring actions based in negligence and breach of contract against the Consultant, which actions will be governed by the applicable statutes of limitations and the Massachusetts discovery rule regarding accrual dates for such limitations periods.

### **4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Consultant's Services.

The Town shall be entitled to use the data and documents produced pursuant to this Agreement solely in connection with the completion, maintenance, use and occupancy of the project for which they were prepared. Any other use without written verification or adaptation by the Consultant shall be at the Town's sole risk and without liability to Consultant.

### **5.0 TOWN'S RESPONSIBILITIES**

The Town shall appoint a person to serve as liaison between Town and Consultant with respect to the Project and Consultant's Services. In addition to serving as Town Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Consultant's Services. However, Town shall not be required to provide information not readily available to it.

## **6.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES**

In consideration for Consultant's Services, Town agrees to pay Consultant the total lump sum of Four Hundred Ninety Nine Thousand Nine Hundred Twenty-Three Dollars and Zero Cents (\$499,923.00) in payment of invoices submitted with a Scope of Work and Notice to Proceed jointly signed by the Consultant and the Department of Public Services. The total lump sum value of the Consultant's Services shall be invoiced in terms of project numbers that align with the tasks outlined in Section 2.0. The obligations of the Town hereunder are subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

In order for the Town to process payment, the Consultant shall invoice the Town monthly for work performed and documented related expenses incurred during the invoice period. The Town will process payment of invoices within 45 days after receipt of any invoices from the Consultant. The processing of payments to the Consultant shall be predicated upon the prior approval by the Town of all work covered by each individual invoice. The Town reserves all rights to reject any invoices from the Consultant on the grounds the work performed was not authorized by the Town.

## **7.0 SUSPENSION OF WORK**

If Town is unable to proceed with a Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Consultant's Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

## **8.0 TERMINATION**

### **8.1 By Town**

**8.1.1** In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Consultant's Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of Consultant's Services, in the excess of what Town would have paid Consultant for the completion of Consultant's Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for

work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.

**8.1.2** Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work previously authorized by the Town and performed by the consultant through the date of termination less any offset or claim of Town. Consultant shall have no right to recover other amounts, including but not limited to, amounts for lost profits, indirect, incidental or consequential damages, and any unauthorized work performed by the consultant.

**8.1.3** In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

**8.1.4** After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

**8.1.5** Any suspension shall not limit the right of Town to terminate this Agreement.

## **8.2 By Consultant**

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy. Consultant also shall have the right to terminate this Agreement if Town fails to make timely payment of the amounts due to Consultant under this Agreement.

## **8.3 Force Majeure**

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays,



provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

## **9.0 INSURANCE**

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

- 9.1 Worker's compensation insurance in accordance with state law;
- 9.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate.
- 9.3 The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached to this Agreement as Exhibit A.
- 9.4 Professional liability insurance covering Consultant's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

## **10.0 INDEMNIFICATION**

Consultant hereby agrees to the fullest extent permitted by law, to indemnify, and hold harmless Town, and its officers, attorneys, employees, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and reasonable attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the negligent acts, omissions, or provision of Consultant's services.

## **11.0 MISCELLANEOUS PROVISIONS**

### **11.1 Entire Agreement**

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

### **11.2 Assignment of Interest**

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

### **11.3 Subcontractors**

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

### **11.4 Inspection by Town**

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

### **11.5 Incorporation of Applicable Law**

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

### **11.6 Governing Law**

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

### **11.7 Licensure and Compliance with Massachusetts Tax Law**

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State and Town in performing the work embraced by this Agreement. Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the

Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

### **11.8 Corporate Contractor**

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit C to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

### **11.9 Interpretation & Severability**

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CONSULTANT: KLEINFELDER NORTHEAST, INC. Corporate Seal:

By/Title: *Andy J. Juen Sr. V.P.*

By/Title: *[Signature]* V.P.

TOWN OF MEDWAY:  
By its Board of Selectmen

*[Signature]*

*[Signature]*

*[Signature]*  
Approved as to Funds Availability

*Carol Pratt*  
Carol Pratt, Town Accountant

Dated: 6/13/12

*Tom Holder*  
Thomas Holder, DPS Director

Dated: 5.23.12

Funding Source:  
Key Org: 30589602 5305

Account: \_\_\_\_\_

Approved as to Form  
*[Signature]*  
Barbara J. Saint André, Esq.  
Petrini & Associates, P.C., Town Counsel

Dated: 6/1/12

Acord

# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
5/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Heffernan Professional Practices Insurance Brokers  
License No. 0564249  
6 Hutton Centre Dr., Ste 500  
Santa Ana, CA 92707

**CONTACT NAME:** Sherry Young  
**PHONE (A/C, No, Ext):** 714-361-7700 **FAX (A/C, No):** 714-361-7701  
**EMAIL ADDRESS:** kleinfeldercerts@heffins.com

**INSURERS AFFORDING COVERAGE** **NAIC #**

**INSURED**  
The Kleinfelder Group, Inc.  
(See Attached Named Insured Schedule)  
5015 Shoreham Pl.  
San Diego, CA 92122-5926

INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	The Insurance Co of the State of PA	19429
INSURER C:	Lexington Insurance Co.	19437
INSURER D:	Lloyd's of London Syndicate #2001	
INSURER E:		
INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL L LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL9612731	04/01/12	04/01/13	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA1707521	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE23315104	04/01/12	04/01/13	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		WC21417820 (CA) WC21417821 (FL) WC21417822 (AOS)	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability &			044177408	04/01/12	04/01/13	Each Claim \$1,000,000 Aggregate \$1,000,000
D	Contractor's Pollution Liability			LDUSA1203212	04/01/12	04/01/13	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Projects as on file with the insured including but not limited to Integrated Resources Management Plan. Town of Medway, MA is named as additional insureds on the general & auto liability policies-see attached endorsements.

**CERTIFICATE HOLDER**

Town of Medway  
Attn: Thomas Holder  
155 Village St.  
Medway, MA 02053

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## DESCRIPTION OF OPERATIONS CONTINUED:

INSURED'S NAME: THE KLEINFELDER GROUP, INC.

CERT HOLDER NAME:

(Continued from Page 1)

Named Insureds:

The Kleinfelder Group, Inc.  
Kleinfelder Associates  
Trinity Engineering Testing Corporation  
ERG, LLC  
CE2 Kleinfelder  
Kleinfelder East, Inc.  
Kleinfelder West, Inc. (formerly known as Kleinfelder, Inc.)  
Kleinfelder Central, Inc.  
Kleinfelder Engineering, P.C.  
Kleinfelder Southeast, Inc.  
S E A Consultants, Inc.  
Kleinfelder Oklahoma 100, LLC  
Kleinfelder Oklahoma 200, LLC  
Kleinfelder Texas 100, LLC  
Kleinfelder Texas 200, LLC  
Nodarse-Kleinfelder A Joint Venture LLC  
Kleinfelder Guam 101, LLC  
Kleinfelder Utah 100, LLC  
Kleinfelder Colorado 100, LLC  
Kleinfelder Kansas 100, LLC  
Kleinfelder International, Inc.  
Kleinfelder Australia Pty Ltd.  
LPG Environmental & Permitting Services, Inc.  
Buys and Associates, Inc.  
Kleinfelder Northeast, Inc.  
Kleinfelder New Mexico 100, LLC  
Kleinfelder Canada, Inc.  
Kleinfelder Drilling, Inc.

### Architects and Engineers Additional Insured Language\*

The following policy language is from National Union Fire Insurance Company of Pittsburgh, PA Commercial General Liability Coverage:

#### Additional Insured:

- A. Section II – Who is an insured** is amended to include as an additional insured the person(s) or organization(s) *where required by written contract*, but only respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- In the performance of your ongoing operations for the additional insured(s) at the location(s) *where required by written contract*.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:
- A.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - B.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project. **(Form CG 20 10 07 04)**
- A. Section II – Who is an insured** is amended to include as an additional insured the person(s) or organization(s) *where required by written contract*, but only respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location *where required by written contract* of this endorsement performed for that additional insured an included in the "products-completed operations hazard." **(Form CG 20 37 07 04)**

**Primary & Non-Contributory:** The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insured; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard". This insurance is primary over any similar insurance available to any person or organization *where required by written contract*. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above. **(Form 90533 (3/06))**

#### Per Project Aggregate:

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project where required by written contract:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought, or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit. **(Form CG 25 03 03 97)**

**Separation Of Insureds:** Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the first Named Insured, this insured applies:

- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**(Form CG 00 01 12 07)**

**Waiver Of Subrogation:** The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.  
(Form CG 24 04 10 93)

**Notice Of Cancellation:** For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to 90 Days.  
(Form CG 02 24 10 93)

NAMED INSURED: THE KLEINFELDER GROUP, INC.

POLICY NUMBER:

GL9612731



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\*From Forms: 51767 (04/02); CG 02 24 10 93; CG 20 10 07 04; CG 20 37 07 04; CG 24 04 10 93; CG 25 03 03 97; 90533 (3/06); CG 00 01 12 07



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2012 forms a part of

Policy No. CA1707521 issued to THE KLEINFELDER GROUP, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**ADDITIONAL INSURED:**

WHERE REQUIRED BY WRITTEN CONTRACT

- I. SECTION II – LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured, is amended to add:**
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
  - (2) The coverage and/or limits required by said contract or agreement.



---

Authorized Representative



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

May 11, 2012

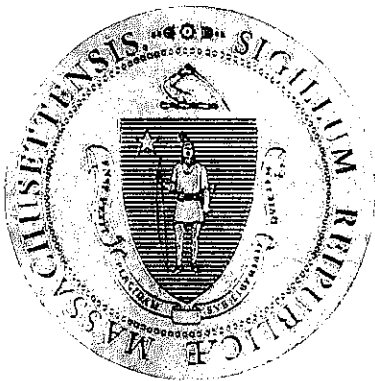
TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

**KLEINFELDER NORTHEAST, INC.**

is a domestic corporation organized on **December 29, 1961**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Processed By: crm

EXTRACT FROM MINUTES OF SPECIAL MEETING  
OF  
BOARD OF DIRECTORS  
OF  
KLENFELDER NORTHEAST, INC.  
HELD AT SAN DIEGO, CA  
NOVEMBER 16, 2009

"....

VOTED: That each and any of Robert M. Brandon, Anthony J. Zuena, Stephen H. Geribo or William N. Hardy, with each other jointly, or jointly with any of Arthur A. Spruch, John J. Struzziery, Mark J. Thompson, Alan J. Wells, or Joseph B. Cormier is hereby authorized to execute and deliver for, in the name and on behalf of the Corporation, all professional service contracts, agreements and reports, purported to be binding upon the Corporation, the execution and delivery of which are, in the opinion of each of them so acting, required or appropriate in the business of the Corporation, without prior or subsequent reference thereof to the Board of Directors, and the signature thereon by any two of them, as aforesaid (at least one of which shall be the signature of Robert M. Brandon, Stephen H. Geribo, Anthony J. Zuena or William N. Hardy), shall be conclusive evidence for all purposes that such instrument is authorized by this vote, except for contracts less than or equal to \$25,000 in total value, where the signature of Robert M. Brandon, William N. Hardy, Stephen H. Geribo, Alan J. Wells, Joseph B. Cormier or Anthony J. Zuena alone shall be conclusive evidence for all purposes that such instrument is authorized by this vote.

..."

A True Copy

Attest:



Charles Alpert, Assistant Clerk

This is to certify that the above vote was and is in full force and effect as of the date of this contract.

Attest:



Charles Alpert, Assistant Clerk

Date of this contract: May 16, 2012

**CERTIFICATE AS TO PAYMENT OF STATE TAXES**

Pursuant to M.G.L. Ch 62C, sec 49A, I certify under the penalties of perjury the Kleinfelder Northeast, Inc., to my best knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

04-2297226  
Federal Identification NO.

Kleinfelder Northeast, Inc.  
Corporate Name

Date: May 16, 2012

215 First Street, Suite 320  
Cambridge, MA 02142  
Address of Corporation

By:   
Corporate Officer



December 5, 2016

Mr. Thomas Holder, Director  
Department of Public Services  
Town of Medway  
45B Holliston Street  
Medway, MA 02053

RE: Letter of Understanding  
Integrated Water Resources Management Plan (IWRMP), Phase II  
Kleinfelder Reference No.: 2011090.003

Dear Mr. Holder:

Kleinfelder Northeast, Inc., (hereinafter "Kleinfelder" or "Consultant") is pleased to submit this Letter of Understanding (LOU) in connection with the executed Agreement between Kleinfelder and the Town of Medway (hereinafter "Town") for Professional Consultant and Engineering Services dated June 19, 2012 for the Integrated Water Resources Management Plan (IWRMP) project. Certain Phase I tasks related specifically to stormwater compliance have been completed. The project had been on hold pending the issuance of the new National Pollutant Discharge Elimination System (NPDES) Municipal Small Storm Sewer System (MS4) Permit. The Final Massachusetts NPDES MS4 Permit was issued in April 2016.

As was discussed with the Board of Selectmen at regular meetings on June 20 and August 15, 2016, the Town now wishes to proceed with the remaining tasks ("Phase II") of the IWRMP in order to complete the integrated water resources planning process and develop prioritized recommendations for addressing Medway's competing water, sewer and stormwater infrastructure needs. This LOU is presented as an Addendum to the existing Agreement to summarize the Tasks that have been completed or partially completed under Phase I, the Tasks that will be completed under Phase II (all remaining tasks) and to outline a proposed schedule for completing all of the remaining tasks and deliverables.

When this LOU is executed and returned to Kleinfelder by the duly authorized representative of the Town, it will constitute a notice to proceed with the remaining tasks of the project.

## **SECTION 2.0 – Consultant's Services**

A summary of the IWRMP Tasks, along with current status of completion and associated deliverables, is provided in Attachment A. Approximately 17% of the total project was completed under Phase I. A proposed schedule is presented below in Table 1.

Consultant and Town mutually recognize that the objectives of integrated water resources management planning are valuable in and of themselves and while regulatory obligations are key components of integrated planning, the process and plan should not be subservient to those obligations. Since the date of the original Agreement, significant new final regulations have been issued (e.g. NPDES MS4 Permit, Water Management Act Regulations, Sewer Collection system regulations, new wastewater permit) and new stressors to the Town's infrastructure have been identified (e.g. drinking water quality / quantity). The Town and Consultant mutually agree that expeditiously advancing the IWRMP, which will involve Town discussion and consensus at specific IWRMP task milestones, is in the Town's best interest to proactively identify and prioritize infrastructure needs, solutions, and sites.

The Town and Consultant agree that language relating to schedule in Section 2.0, paragraphs three and four of the original Agreement is hereby amended by replacement with the following:

Consultant agrees to commence work under this Agreement immediately upon receipt of an executed copy of this Letter of Understanding. Consultant shall use its best efforts to perform all services under the Agreement expeditiously as is consistent with professional skill and care and the orderly progress of work and in general accordance with the schedule in Table 2 below. The proposed schedule is dependent upon timely review and decision-making by the Town. It is Kleinfelder's intention to advance the deliverables more quickly than this timeline:

- Task 1, Public Participation is ongoing throughout the project and Phase II includes three meetings of the Citizen Advisory Task Force (CATF) and CATF / public workshops at two milestones: at completion of Task 2 and completion of Task 5. The CATF was identified in Phase I and consists of Town staff (elected officials, citizens at large and other stakeholder members).
- Tasks 2 and 3 will be completed within 210 calendar days of execution of this LOU.
- Task 4 will be completed within 45 days following the CATF review of the Task 3 technical memorandum and direction from the CATF to proceed with screening of preferred technologies.
- The Draft IWRMP will be submitted within 270 calendar days following CATF review of the Task 4 memorandum and direction to proceed with Tasks 5 and 6.
- The Final IWRMP will be submitted within 60 calendar days after receipt of all Town and DEP comments and comments from the public informational meeting.



Table 2: Proposed IWRMP Schedule, Town of Medway

		12/6/2016	FY17	FY17	FY17	FY18	FY18	FY18	FY18																	
IWRMP Component		% Complete	TASK	Q2	Q3	Q4	Q1	Q2	Q3	Q4																
		17%		O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J		
Existing / Future Conditions	DRINKING WATER	90%	2																							
	WASTEWATER	0%																								
	STORMWATER	30%																								
Needs Assessment	DW / WW / STORM	0%																								
Evaluate Alternatives	DW / WW / STORM	0%	3																							
ID Technologies / Sites	WW/ SW																									
Screening & Recommendation	WW																									
Evaluate Options; Conceptual Design & Cost	DW / WW / STORM		5																							
Plan Development	DW / WW / STORM	0%	6																							
Task Force (*); Public Meetings (X)	DW / WW / STORM	50%	1																							



**SECTION 6. – Payment by the Town for Consultant’s Services**

Compensation for services shall be in accordance with the executed original Agreement for Professional Consultant and Engineering Services dated June 19, 2012. The total original fee is \$499,923; Phase I expenditures were \$84,000. The remaining contract value authorized by this LOU is a lump sum of \$415,923.

**Acceptance**

If this LOU meets with your approval, please sign, date and return the original and one copy to our office, attention Kirsten Ryan. Thank you for the opportunity to provide assistance to the Town of Medway.

Respectfully yours,

**TOWN OF MEDWAY, MA**

**KLEINFELDER NORTHEAST, INC.**

By: \_\_\_\_\_  
Thomas Holder, Director of Public Services

  
By: \_\_\_\_\_  
Kirsten N. Ryan, Client Service Manager

\_\_\_\_\_  
Date

December 5, 2016  
\_\_\_\_\_  
Date

Attachment A: Summary Table of IWRMP Tasks, Status, and Deliverables





## ATTACHMENT A

### Integrated Water Resources Management Plan: Summary of Tasks, Status, Deliverables

Task	Sub-task	Task Description	Percent Complete			Deliverable(s)
			DW	WW	SW	
1		Public Participation Program	50%			
	A	Assemble Citizens Advisory Program				Meeting notes; handouts
	B	Public Participation Program (5 CAC mtgs, 2 Workshops, 2 Public meetings)				
2		Existing and Future Conditions	90%	0%	30%	
	A	Review and Compile Relevant Components of Existing Planning Documents and Studies				Various - see full Agreement. Includes GIS mapping, report section narratives, Phase I MS4 compliance documents, etc.
	B	Describe Built/ Human Environment				
	C	Describe Natural Environment - GIS mapping				
	D	Describe Water Demand Projections & Supply Sources				
	E	Current / Future Stormwater Management Systems				
	F	Current WW System & Determination of WW Needs				
	G	Needs Assessment Workshop with CAC (see Task 1)				
	H	Rank Areas by Need for Stormwater Management, Wastewater Management, and Conservation				
3		Management Techniques and Technologies, and Potential Satellite Facility Sites (WW)	--	0%	0%	
	A	Identify Available Technologies for on-site and centralized management; stormwater BMPs				
	B	Describe Technical, Operational and Permitting Considerations, and the Advantages & Disadvantages of Potential On-Site & Satellite Solutions				
	C	Compile List of Potential Sites for WW Construction or Groundwater Discharge Points				
	D	Other Field Investigations- by Amendment if Required				
	E	Evaluate Sites for Treatment Plants, Interceptors, Transmission Lines, Pumping Stations				
	F	Technical Memorandum Summarizing Potential Technologies				Technical Memorandum
4		Potential Sites, Techniques/Technologies Screening (WW)	--	0%	--	
	A	Develop Screening Criteria				
	B	Screen Techniques/ Technologies to determine most viable Options				
	C	Screen Sites to determine most feasible sites for more detailed evaluation				
	D	Generate Decision Matrix				
	E	Prepare Technical Memorandum w/Recommendations				Technical Memorandum
5		Consideration of Management Options	0%	0%	0%	
		Evaluate, describe, rank viable options				Technical Memorandum
		Conceptual Design of 4 viable options				Conceptual designs
		Evaluation of Alternatives Workshop - CAC + public (Task 1)				Meeting notes; handouts
6		Preparation of IWRMP	0%	0%	0%	
	A	Conceptual Design				Draft; Final Integrated Water Resources Management Plan
	B	Management Program				
	C	Environmental Impact				
	D	Regulatory & Permitting Requirements				
	E	Cost Analysis				
	[F,G]	Management Plan / Mitigation Plan				
	H	Implementation Plan				
	I	Draft IWRMP				
	J	Final IWRMP				

DRAFT

Tasks and Timeline: Integrated Water Resources Management Plan (IWRMP) and MS4

PROGRAM & TASK	COSTS	% Complete (Approx)	FY17				MS4-YR 1				MS4-YR 2				COMPLIANCE RECOMMENDATIONS		
			Q1	Q2	Q3	Q4	FY18	FY18	FY18	FY18	FY19	FY19	FY19	FY19			
<b>IWRMP</b>	Cost to Complete	17%													Cost =Contract Limit minus Phase I work completed.		
Existing / Future Conditions	\$ 415,923	DRINKING WATER	90%													NOI and SWMP are subtasks Included in IWRMP Scope. Task supports development of Ph I MS4 PCP Task supports development of Phase I MS4 PCP Task supports development of Phase I MS4 PCP	
		WASTEWATER	0%														
		STORMWATER	30%														
		DW / WW / STORM	0%														
		DW / WW / STORM	0%														
		DW / WW / STORM	0%														
Task Force; Public Meetings		50%															
<b>NPDES MS4</b>	Total Cost YR 1+2	Permit Requirement															
NOI	\$ 6,600	Prepare and Submit NOI	0%				Prepare / File NOI	by 9/27							Propose to complete 1 qtr ahead of deadline. NOI included in IWRMP KLF Scope. Need NTP IWRMP Ph II		
SWMP	\$ 27,400	Develop Stormwater Mgmt Plan	0%				Stormwater Task Force meeting; SWMP Development				BY 6/10				Propose to complete ahead of deadline during IWRMP development. Need NTP for IWRMP Ph II		
Public Education & Outreach	\$ 20,600	Develop and Implement Public Education Program	20%	Choate Pond Improvement Planning	Distribute SW Fact Sheets; Pet Waste Flyers; Website links						Revise program: Minimum 2 messages to each of 4 Audiences over 5 years; at least 1 year apart				Some materials previously created; can be modified. Materials publicly available		
TMDL	~\$250k - IWRMP tasks = ~\$85k	Phase 1 Phosphorus Control Plan (PCP)	0%				IWRMP - Begin PCP Ph1				Due Year 5. For efficiency propose completing most tasks by end of Year 2 as IWRMP tasks support PCP development				BOS express desire to complete PH1 PCP by end Year 2. Subtasks of the IWRMP will partially support effort		
IDDE	\$ 157,600	SSO Inventory	0%								Update-Ranking				Update Annually		
		Outfall Inventory, Ranking	75%														
		System Mapping	60+%	Aerial Imagery updated; CB data collection in progress	Town /KLF GIS Updates Data												
		IDDE Plan	75%				ID Req'd Changes for Yr 1					Update Plan to match new Permit					
		Outfall Inspections	60%				Follow-up Screenings; Remove Illicit Disch					60% complete	Revise Screening Procedures				
		Catchment Investigations	0%										Revise Written Procedure				
Construction Runoff Management	\$ 26,700	Staff Trainings	annually				Annual IDDE Training				Annual training				Annual training		
		Ordinance Development	75%	In Progress	Reviewed							Written inspection procedures due					
		Site Inspections and Ordinance Enforcement	0%	Inspection & Enforcement; Public Way Cleanup								Continue Inspection & Enforcement	Written inspection procedures due				
New / Redevelopment / Post-Construction	\$ 24,600	Update Ordinance	75%	In Progress	Reviewed												
		Street Design and Parking; Green Infrastructure Assessments	0%														
		Municipal BMP Assessment	0%														
Municipal Good Housekeeping	\$ 341,500	Muni Manual; Trainings	50%				Annual Training	ID Req'd Changes for Yr 2									
		Catch Basin Cleaning Procedures	25%	CB Cleaning							Annual Cleaning	Implement optimized procedures					
		Street Sweeping	0%				Street Sweeping				Annual Street Sweeping	Implement increased sweeping targeted areas					
		Muni BMP Inspections; Maint	0%									Implement O&M Plan for BMPs					
		SWPPPs	0%									SWPPP for DPS Garage					
Program Evaluation, Records / Reporting	\$14,000 (New Permit Year 1)	Annual Reporting	annually				Develop Report				Annual program evaluation and reporting	Annual program evaluation and reporting					

Updated: 12/1/2016

Updated: 12/1/16 DRAFT

Indicates a task in the IWRMP Ph II  
 Year in which new Permit task must be completed  
 Progress has been made via IWRMP Phase I  
 FY17 Accomplishments  
 FY17 Recommendations & Medway Annual Report Commitments (bold = proposed KLF tasks)

DRAFT

Updated: 12/1/16 DRAFT

	Est. Cost	Recommended FY17 Kleinfelder MS4 Tasks	Recommended FY17 Medway MS4 Tasks *	Additional Planning Tasks Listed in MS4 Annual Report Commitments
NOI	Cost Carried in IWRMP II	*NOI preparation		
SWMP	Cost Carried in IWRMP II	*Facilitate 1 SW Task Force Meeting to develop SWMP Framework for New Permit; Prepare SWMP		
Public Education and Outreach			Distribute Stormwater Factsheets Rain Barrel Distribution Complete and Evaluate Composter Distribution Program *Distribute Animal Waste Pamphlet through Pet License Renewals	Identify Curriculum Opportunities for Water Pollution
Public Involvement and Participation			Pond Clean-up *Stormwater Links on Website; Violations Reporting Tool	
IDDE	\$11,000	*Annual Training for IDDE Plan; Assist OF screening *Coordinate with Town GIS to Update Identify IDDE Plan revisions needed for Yr1 (FY18)	Investigate and Eliminate IDs, Rescreen per IDDE Plan	Collect Septic System Data Create GIS Layer for Septic System Data
New / Redevelopment / Post-Construction		*Review Bylaw (done)	Enforce Ordinances	Develop Drop-in Tree Well Design Require New Plans to be Submitted in GIS format
Municipal Good Housekeeping	\$3,300	*Annual Training Identify Plan revisions needed for Yr2	Implement Good Housekeeping Plan	Develop Salt Shed Design Install Water Level Control Devices
Program Evaluation, Records / Reporting	\$2,000	*Assist with Annual Report	Submit Annual Report	Begin Obtaining Access Agreements for BMPs Not on Public Property
<b>Subtotal Estimated Remaining Costs for FY 17 Recommended Activities</b>	\$ 16,300			
<b>Spent to Date FY17 KLF Services (Approx)</b>	\$ 8,900			
Planning assistance, cost projections, presentation Bylaw review and Comment, advisory svcs				

\* Highest Priority Tasks

# **AGENDA**

## **ITEM #6**

**Presentation – ClearGov (Web-based Financial Reporting Tool)**

**Presented by Founder and CEO, Chris Bullock**

**No associated backup materials.**

# AGENDA

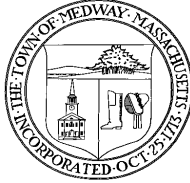
## ITEM #7

### Easement Acceptance – 9 Marc Road

#### **Associated backup materials attached:**

- Memo – Susy Affleck-Childs, Planning & Economic Development Coordinator
- Map of Proposed Easement
- Grant of Easement

**Proposed Motion:** I move that the Board accept a grant of easement from Ellen Rosenfeld, Trustee of the Ellen Realty Trust, to convey to the Town of Medway, a perpetual easement in, over, under, through, across, upon and along an approximately 15,579 sq.ft. portion of 9 Marc Road (Medway Assessor Parcel Number 32-027) as shown on *the 9 Marc Road Right-of-Way Plan of Land in Medway, MA*, Prepared by Paul J. DeSimone, dated September 15, 2016, for all purposes for which public roads and ways are commonly used in the Town of Medway.



**TOWN OF MEDWAY**  
**Planning & Economic Development**  
155 Village Street  
Medway, Massachusetts 02053

**MEMORANDUM**

December 12, 2016

TO: Board of Selectmen  
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator  
RE: Acceptance of conveyance of a ROW easement 9 Marc Road

**BACKGROUND** – In June 2016, the Planning and Economic Development Board approved a special permit and site plan for the development of a medical marijuana growing and processing facility at 2 Marc Road. That decision included a condition for the applicant, Ellen Realty Trust, to donate a 50' wide right-of-way easement on 9 Marc Road to the Town to allow for the future construction of an approximately 300' westerly extension of Marc Road.

**CURRENT STATUS** – The November 14, 2016 Town Meeting (Article 9) voted to accept a perpetual right-of-way easement over the above noted 15,579 sq. ft. ± area of 9 Marc Road.

**NEXT STEPS** - The next step is for the Board of Selectmen to vote to accept the conveyance of the easement deed. *A copy of the deed and the legal description of the easement area is provided.*

1. **REQUEST** – I request that the Board of Selectmen consider this matter at its December 19, 2016 meeting.
2. **RECOMMENDED MOTION** – I move that the Board of Selectmen accept a grant of easement from Ellen Rosenfeld, Trustee of the Ellen Realty Trust, to convey to the Town of Medway, a perpetual easement in, over, under, through, across, upon and along an approximately 15,579 ± sq. ft. portion of 9 Marc Road (Medway Assessor's Parcel 32-027) as shown the *9 Marc Road Right-of-Way Plan of Land* in Medway, MA, prepared by Paul J. DeSimone, dated September 15, 2016, for all purposes for which public roads and ways are commonly used in the Town of Medway.
3. **SIGN ACCEPTANCE OF DEED document.** *See attached.*

PLAN REFERENCES:  
 BOOK 257 NO. 732  
 BOOK 299 NO. 900  
 BOOK 410 NO. 750

DEED REFERENCE:  
 BOOK 8379, PAGE 83

ASSESSORS PARCEL:  
 MAP 32, PARCEL 027

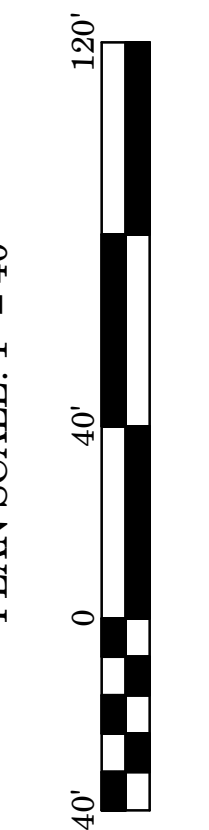
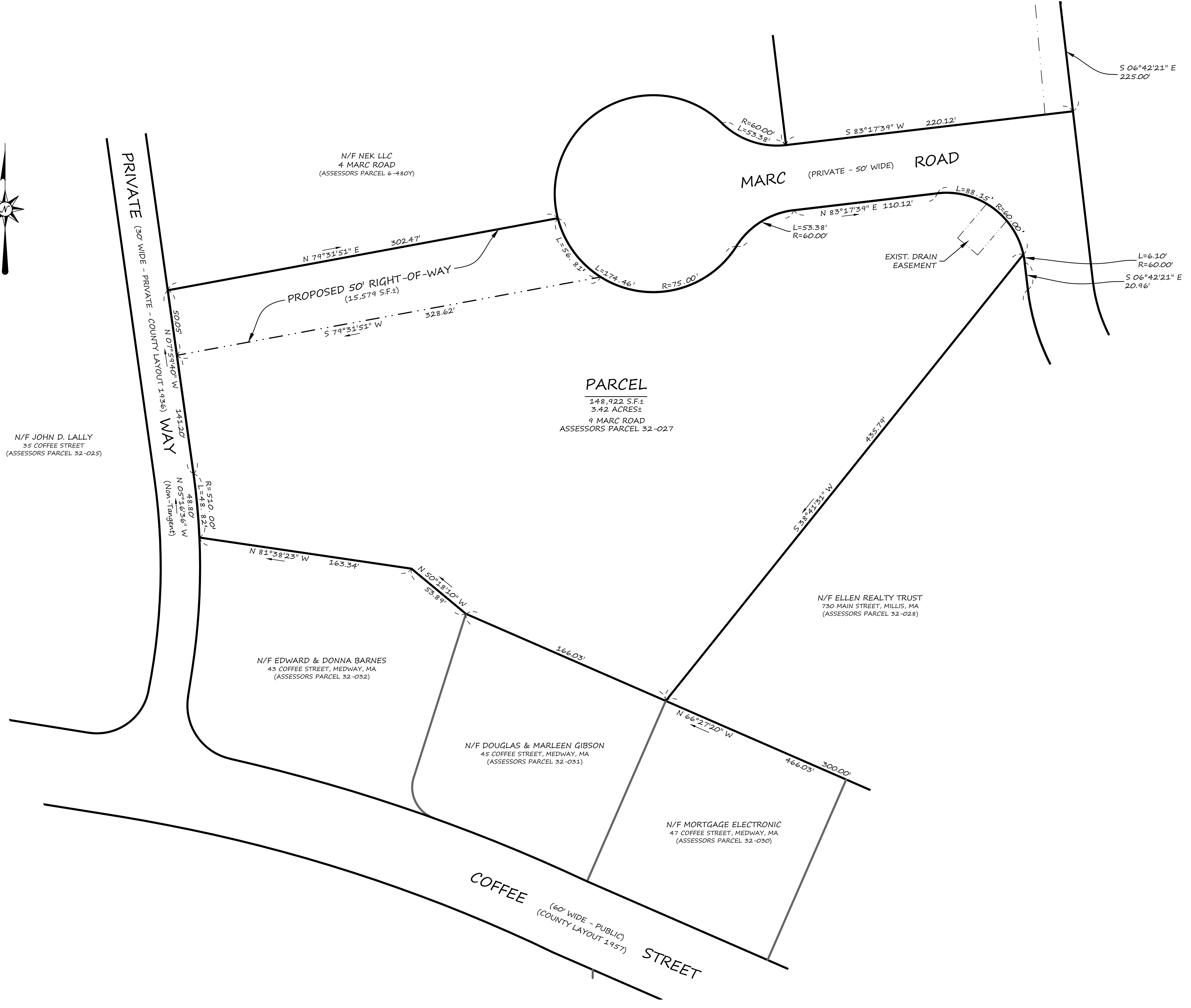
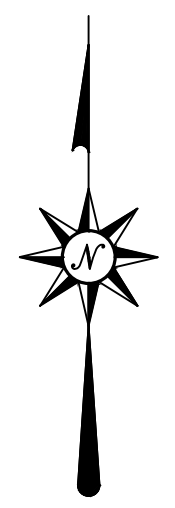
For Registry Use

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I HEREBY CERTIFY THAT THIS SURVEY AND PLAN CONFORMS TO THE ETHICAL, PROCEDURAL AND TECHNICAL STANDARDS IN THE COMMONWEALTH OF MASSACHUSETTS.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

REGISTERED LAND SURVEYOR



PLAN DATE: SEPTEMBER 15, 2016

REVISION	DATE	BY

9 MARC ROAD  
 RIGHT-OF-WAY  
 PLAN OF LAND  
 IN  
 MEDWAY, MA

**PAUL J. DESIMONE**  
 PROFESSIONAL LAND SURVEYOR  
 403 MAHAN CIRCLE  
 MEDWAY, MA 02053  
 508-533-1644

**GRANT OF EASEMENT**

**ELLEN ROSENFELD**, Trustee of the **ELLEN REALTY TRUST**, u/d/t dated June 16, 1989, and filed with the Norfolk Registry District of the Land Court as Document No. 48416 (the "Grantor"), for consideration of One Dollar (\$1.00),

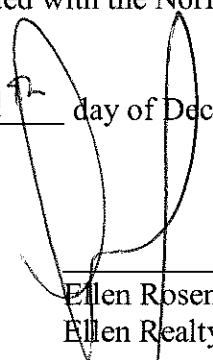
Grant to **THE TOWN OF MEDWAY, ACTING BY AND THROUGH ITS BOARD OF SELECTMEN**, having an address of 155 Village Street, Medway, Norfolk County, Massachusetts (the "Town")

A perpetual easement in, over, under, through, across, upon and along the area shown as "Proposed 50' Right-of-Way" on a plan entitled "9 Marc Road Right-of-Way Plan of Land in Medway, MA," prepared by Paul J. DeSimone, dated September 15, 2016 and is more particularly described on Exhibit A attached hereto (the "Easement Premises") for all purposes for which public roads and ways are commonly used in the Town, including without limitation, the right but not the obligation to construct, inspect, repair, remove, replace, operate and forever maintain said right-of-way, and to do all the acts incidental to the foregoing.

The Grantor reserves the right to use said right-of-way in any manner which does not interfere with the Town's easement.

For title of Grantor, see Deed recorded with the Norfolk County Registry of Deeds at Book 8379, Page 83.

WITNESS my hand and seal this 7<sup>th</sup> day of December, 2016.



---

Ellen Rosenfeld, Trustee  
Ellen Realty Trust



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

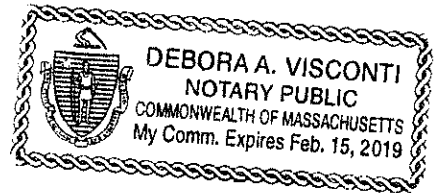
12/7, 2016

On this 7<sup>th</sup> day of December, 2016, before me, the undersigned notary public, personally appeared Ellen Rosenfeld, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Trustee of said Ellen Realty Trust.



Notary Public

My Commission Expires: 2/15/19



**ACCEPTANCE OF EASEMENT**

The Town of Medway, acting by and through its Board of Selectmen, pursuant to the vote of the November 14, 2016 Special Town Meeting, hereby accepts the EASEMENT from Ellen Rosenfeld, Trustee of Ellen Realty Trust on the portion of land located at 9 Marc Road, Medway, Massachusetts.

Dated at Medway, Massachusetts this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

TOWN OF MEDWAY  
By its Board of Selectmen

\_\_\_\_\_  
Glenn Trindade, Chair

\_\_\_\_\_  
Maryjane White, Vice Chair

\_\_\_\_\_  
Richard D’Innocenzo, Clerk

\_\_\_\_\_  
Dennis Crowley, Member

\_\_\_\_\_  
John Foresto, Member

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned notary public, Glenn Trindade, Maryjane White, Richard D’Innocenzo, Dennis Crowley and John Foresto, personally appeared, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Members of the Board of Selectmen of the Town of Medway.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT A  
LEGAL DESCRIPTION**

**RIGHT-OF-WAY**

Beginning at a point on the westerly sideline of Marc Road, said point being 174.46' along a curve with a radius of 75.00', from a point of curvature on the sideline of said Marc Road, said point coinciding with a northeasterly lot line of land of the Ellen Realty Trust, thence;

Running along the westerly sideline of Marc Road along a curve to the left with a radius of 75.00', for a distance of 56.81', to a point, thence;

Turning and running S 79°-31'-51" W, for a distance of 328.62', to a point on the westerly property line of said land of Ellen Realty Trust, thence;

Turning and running N 07°-59'-40" W, for a distance of 50.05' along the westerly property line of said land, to a point at the corner of said land, thence;

Turning and running N 79°-31'-51" E, for a distance of 302.47', along the northerly boundary of said land, to the point of beginning.

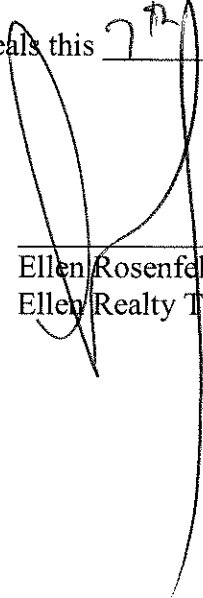
Meaning and intending to describe the area within the "Proposed 50' Right-of-Way" as shown on a plan entitled "9 Marc Road Right-of-Way Plan of Land in Medway, MA," prepared by Paul J. DeSimone, dated September 15 2016, to be recorded herewith.

TRUSTEE'S CERTIFICATE

I, ELLEN ROSENFELD, Trustee of the ELLEN REALTY TRUST, u/d/t dated June 16, 1989, and filed with the Norfolk Registry District of the Land Court as Document No. 48416 (the "Trust"), hereby certify as follows:

- a. That I am the validly appointed, current, and sole Trustee of the Trust, and the Trust is in full force and effect as of the date hereof; it has not been revoked or terminated and all amendments of the Trust have been recorded with the Registry;
- b. The undersigned has the full power and authority, and the consent of the beneficiaries of the Trust, to grant to the Town of Medway a permanent right-of-way easement on property located on 9 Marc Road, Medway, and described in a deed recorded with the Norfolk Registry of Deeds in Book 8379, Page 83, and in connection therewith, to execute and deliver, on behalf of the Trust, any and all easements, certificates, waivers and other documents as may be necessary or desirable in effectuating said transaction.
- c. That there are no facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to affairs of the Trust; and
- d. That no beneficiary of the Trust is a corporation selling all or substantially all its Massachusetts assets, or personal representative of an estate subject to estate tax liens, or is now deceased.

WITNESS our hands and seals this 7<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Ellen Rosenfeld, Trustee  
Ellen Realty Trust

# AGENDA

## ITEM #8

**Approval – Adopt Partial Easement Release  
at 15 Tulip Way**

**Associated backup materials attached:**

- Agreement

**Proposed Motion:** I move that the Board adopt the partial release of the Town's drainage easement at 15 Tulip Way as shown on a plan entitled "New Easement Line Plan of Land in Medway, MA, Owner: Carlo & Jacqueline Cautilli, 15 Tulip Way, Medway, MA, 02053" dated August 12, 2016.

Property address:  
15 Tulip Way  
Medway, MA

### PARTIAL RELEASE OF DRAINAGE EASEMENT

The Town of Medway (the “Town”), a Massachusetts municipal corporation having an address of 155 Village Street, Medway, Massachusetts, acting by and through its Board of Selectmen pursuant to the provisions of Section 4 of Chapter 83 of the General Laws, and the vote under Article 7 of the November 14, 2016 of the Medway Town Meeting,

For consideration paid of One Dollar (\$1.00) by Carlo Cautilli and Jacqueline Cautilli of 15 Tulip Way, Medway, Massachusetts (the “Owners”), as tenants by the entirety, the owners of certain property located at 15 Tulip Way, Medway, Massachusetts and described in a deed recorded with the Norfolk County Registry of Deeds in Book 25722, Page 414 (the “Property”), the receipt and adequacy of which is hereby acknowledged,

Hereby releases, discharges and forever abandons a portion of a drainage rights and easement that the Town has in a portion of the Property, described in a said deed, by removing twenty feet from the western portion of the easement boundary, as shown on a plan entitled “New Easement Line Plan of Land in Medway, MA, Owner: Carlo & Jacqueline Cautilli, 15 Tulip Way, Medway, MA, 02053”, dated August 12, 2016 and prepared by Colonial Engineering, Inc. (the “Partially Abandoned Drainage Area”), recorded herewith, and any and all pipes and/or other facilities installed by the Town therein are hereby abandoned in place, as is, without any obligation to remove, repair, maintain, improve or relocate the same.

Nothing herein shall be construed to limit or impair any other rights and/or easements that the Town has in the Property, including, without limitation, the rights and easements described in a deed recorded with the Norfolk County Registry of Deeds in Book 25722, Page 414, or elsewhere, it being the intent to release solely the drainage rights that the Town has in the Partially Abandoned Drainage Area on the Property.

(Signature page follows)

Signed as a sealed instrument as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF MEDWAY,  
By its Board of Selectmen

\_\_\_\_\_  
Glenn Trindade, Chair

\_\_\_\_\_  
Maryjane White, Vice Chair

\_\_\_\_\_  
Richard D’Innocenzo, Clerk

\_\_\_\_\_  
Dennis Crowley, Member

\_\_\_\_\_  
John Foresto, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared Glenn Trindade, Maryjane White, Richard D’Innocenzo, Dennis Crowley and John Foresto, members of the Board of Selectmen of the Town of Medway, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names were signed on the preceding or attachment document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Medway.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

569234/MEDW/0129



# AGENDA

## ITEM #9

### **Consideration of Appointments**

**Debi Rossi – Capital Improvement Planning Committee**

**Dayna Gill – Conservation Commission**

### **Associated backup materials attached:**

- Resume, Debi Rossi
- Resume, Dayna Gill

**Proposed Motion:** I move that the Board appoint Debi Rossi to the Capital Improvement Planning Committee for a term to expire June 30, 2021 and Dayna Gill to the Conservation Commission for a term to expire June 30, 2020.

# AGENDA

# ITEM #10

## Appointments – Records Access Officers (New Public Records Law Effective January 1)

### **Associated backup materials attached:**

- Memo from Allison Potter, Assistant Town Administrator

**Proposed Motion:** I move that the Board appointment the communications director to be the primary records access officer, and The Police Chief, Fire Chief and DPS Director as secondary records access officers as requested.



**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**

*Medway Town Hall  
155 Village Street  
Medway, MA 02053  
Phone (508) 533-3264  
Fax (508) 321-4988  
Email: mboynton@townofmedway.org*

Town Administrator  
*Michael E. Boynton*

**To: Board of Selectmen**

**From: Allison Potter, Asst. Town Administrator**

**Date: December 15, 2016**

**Re: New Public Records Law – Records Access Officers**

---

When Chapter 121 of the Acts of 2016, otherwise known as the new Public Records Law, takes effect on January 1, the Town will be required to have designated one or more records access officers (RAO). These are appointed by the Board of Selectmen and are responsible for coordinating the Town's response to requests for public records, among other responsibilities.

To most effectively comply with the new requirements of the law and upon the recommendation of legal counsel, we are requesting the Board consider the appointment of a primary records access officer and several secondary records access officers as follows:

Primary Records Access Officer

- Communications Director

Secondary Records Access Officers

- Police Chief
- Fire Chief
- DPS Director

The primary RAO will serve as the point person for the Town on all public records requests. The secondary RAO's will coordinate the response to any public records request particular to their department. The purpose of the secondary RAO is to support timely responses to records requests, as a significant element of this new law is a firmly defined timeline for the production of requested public records.

# **AGENDA**

## **ITEM #11**

**Recognition Discussion – Holliston and Main  
Street Corner**

**No associated backup materials.**

# AGENDA

# ITEM #12

## Approval – One-Day Liquor License Requests

- a) Sara Bond & Drew Gavin – Thayer Homestead – December 21, 2016
- b) Ann Hurwitz Carey - Thayer Homestead – December 26, 2016
- c) Carolyn & Andrew Moring- Thayer Homestead – January 8, 2017

### Associated backup materials attached:

- Applications
- Police Chief's Recommendations

**Proposed Motion:** I move that the Board approve one day liquor licenses for Sara & Drew Bond, Ann Hurwitz Carey, Ann Hurwitz Carey, and Carolyn & Andrew Moring for their events to be held at the Thayer Homestead on December 21, 2016, December 26, 2016, and January 8, 2017 subject to police Chief's recommendations and proof of appropriate insurance coverage.



Town of Medway

**BOARD OF SELECTMEN**

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

**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.

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol  Wine and Malt

Event SURPRISE BIRTHDAY PARTY <sup>HOLIDAY #</sup>

Name of Organization/Applicant MEDWAY COMMUNITY CHURCH/SARAH BOND DREW GARVIN

Address [REDACTED]

FID# [REDACTED]

Ph [REDACTED]

Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location THAYER HOMESTEAD

Event Date 12/21/16

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 6 - 11 PM

Is event open to the general public? Y  N

Estimated attendance 50

Will there be an age restriction? Y  N

Minimum age allowed: 21

How, where and by whom will ID's be checked? ONLY PEOPLE OF LEGAL DRINKING AGE WILL BE INVITED TO THIS PRIVATE PARTY

Is there a charge for the beverages? Y \_\_\_\_\_ N X  
Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_  
Attach Proof of Alcohol Server Training  
NONE

Provisions for Security, Detail Officer NONE

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

Experience \_\_\_\_\_

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

Date of Application 12/5/16

Applicant's Signature [Signature]

Applicant's Name DREW GARVIN

Ac  
H  
Ph  
C  
[Redacted Address]

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, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> 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

December 9, 2016

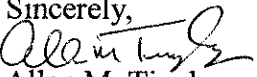
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

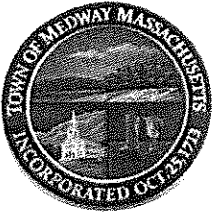
Re: One day liquor license- Thayer Property- Surprise Birthday & Holiday Party

I have reviewed the request from Sara Bond and Drew Garvin, from the Medway Community Church requesting a one day liquor license for a Surprise holiday and birthday party, to be held at the Thayer House, 2B Oak Street, on December 21, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages are purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police





Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053
Ph. (508) 533-3264 Fax: (508) 321-4899

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.

Fee: \$0

All Alcohol \_\_\_\_\_ Wine and Malt X \_\_\_\_\_

Event BOXING DAY FAMILY PARTY Event Date 12.26.2016

Event Location THAYER HOMESTEAD Hours 11-6 am pm (No later than 1:00 AM; last call 12:30 AM)

Name of Organization/Applicant CAREY FAMILY - ANN HURWITZ CAREY

Address and Phone number redacted

Non-Profit Organization? Y \_\_\_\_\_ N X (If yes, attach non-profit certificate of exemption)
TAX ID# \_\_\_\_\_ (If applicable)

Is event open to the general public? Y \_\_\_\_\_ N X Estimated attendance 25 PEOPLE

Will there be an age restriction? Y \_\_\_\_\_ N X

How, where and by whom will ID's be checked? PARENTS WILL KEEP KIDS AWAY FROM ALCOHOL

Is there a charge for the beverages? Y \_\_\_\_\_ N X Price structure: \_\_\_\_\_

Name of Alcohol server(s) (Attach Proof of Alcohol Server Training)
NO SERVER

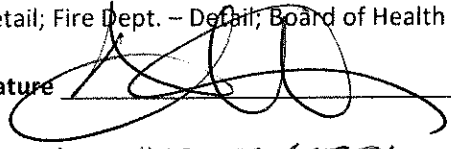
Does the applicant have knowledge of State liquor laws? Y        N        <sup>x</sup>

Experience JUST AGE RESTRICTIONS & COMMON SENSE.

Provisions for Security, Detail Officer       

**The following may be required:**

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

Applicant's Signature  Date of Application 12.14.16

Applicant's Name ANN HURWITZ CAREY

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, 1<sup>st</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> 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

December 26, 2016

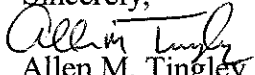
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Boxing Day Party

I have reviewed the request from Ann Hurwitz Carey for a one day liquor license for a Boxing Day family party, to be held at the Thayer House, 2B Oak Street, on December 26, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine/beer will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

**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.

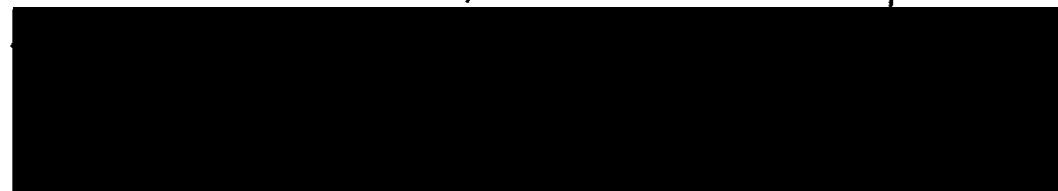
Application must be submitted at least two weeks prior to event.

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol  Wine and Malt

Event Family Holiday Party

Name of Organization/Applicant Carolyn + Andrew Moring



Non-Profit Organization Y  N  n/a

Attach non-profit certificate of exemption

Event Location Trayer Hall

Event Date 01/08/17

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

Is event open to the general public? Y  N

Estimated attendance 25

Will there be an age restriction? Y  N

Minimum age allowed:

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

Is there a charge for the beverages? Y \_\_\_\_\_ N   
Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_  
Attach Proof of Alcohol Server Training

n/a

Provisions for Security, Detail Officer n/a

Does the applicant have knowledge of State liquor laws? Y  N \_\_\_\_\_

Experience \_\_\_\_\_

The following may be required:

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

n/a

Date of Application 11/06/16

Applicant's Signature Carolyn Moring

Applicant's Name Carolyn Moring



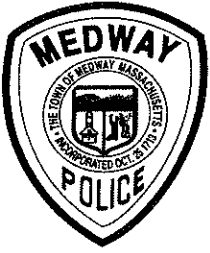
The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date

Board of Health \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> 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

December 9 2016

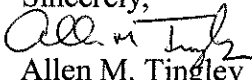
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Family Holiday Party

I have reviewed the request from Carolyn and Andrew Moring, for a one day liquor license for a Family Holiday Party, to be held at the Thayer House, 2B Oak Street, on January 8, 2017. I approve of the issuance of this one day liquor license with the stipulation that there will be no on-street parking on Oak Street and Mechanic Street during the event, all alcoholic beverages served at this event are purchased from a licensed alcohol wholesale distributor, as indicated on the license application and in the Town of Medway's alcohol policy. A responsible adult with knowledge of Mass liquor laws will be checking ID's of anyone served alcohol beverages at this event.

Sincerely,

  
Allen M. Tingley  
Chief of Police

# **AGENDA**

## **ITEM #13**

**Action Items from Previous Meeting**

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process (provide annual complaint reports)	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	Ongoing
6	6/20/2016	MS-4 Permit Requirements & IWRMP	DPS & Mult. Boards	Ongoing
7	10/17/2016	Benches at memorial park across from Police Station	TA/DPS	
8	12/5/2016	Urban Renewal Plan submission to State	Redevel. Authority	



# **AGENDA**

## **ITEM #14**

**Approval of Warrants**

**Warrants to be provided at meeting**

# **AGENDA**

# **ITEM #15**

## **Approval of Minutes**

### **Associated backup materials attached:**

- September 6, 2016 Draft Minutes
- September 19, 2016 Draft Minutes

1 **MEDWAY BOARD OF SELECTMEN**  
2 155 VILLAGE STREET • MEDWAY, MASSACHUSETTS 02053  
3 (508) 533-3264 • FAX: (508) 533-3281  
4

*Glenn Trindade, Chairman*  
*Maryjane White, Vice Chairman*  
*Richard D'Innocenzo, Clerk*  
*John Foresto, Member*  
*Dennis Crowley, Member*

5 **Board of Selectmen's Meeting Minutes**

6 **September 6, 2016 at 7:00 p.m.**

7 **Sanford Hall, 155 Village Street**  
8

9 **Present:** Chairman Trindade; Selectmen Maryjane White, Dennis Crowley, Rick  
10 D'Innocenzo, and John Foresto; and Administrator Michael Boynton.

11  
12 At 7:00 p.m., Chairman Trindade called the meeting to order and led in the Pledge of  
13 Allegiance.

14  
15 **Public Comments:**

16 Resident Liam McDermott of 39 Populatic Street asked the Board of Selectmen and  
17 Town Administrator to take a more active role in the Spectra pipeline project. Mr.  
18 McDermott said the project directly impacts his property. He said he granted Spectra  
19 surveying rights but subsequently revoked them after Spectra failed to follow the agreed  
20 upon notification process. Mr. McDermott asked the Town to file as an Intervenor.  
21

22 Resident Brian Adams of 2 Milford Street agreed that the Selectmen need to take a more  
23 active role relative to the Spectra pipeline project. He said he reached out to 350 Mass  
24 For a Better Future, who is in opposition of the project, to make a presentation to the  
25 BOS. Mr. Adams said he thinks it is important that the Town knows what Spectra's plans  
26 are and how they will impact the Town. Chairman Trindade recommended that the Town  
27 Administrator meet with proponents and opponents and report back to the BOS with his  
28 findings. Selectman Crowley asked Town Administrator Boynton to follow-up  
29 immediately with Spectra about being on private property without permission. Selectman  
30 Crowley asked if Spectra should be invited to a future BOS meeting to provide the Board  
31 with information on the project. Selectman Foresto said representatives from Spectra met  
32 with Administrator Boynton and a couple Selectmen 8 months ago to introduce  
33 themselves but did not provide specific information on the project. Chairman Trindade  
34 emphasized that this is a federal project and is under the authority of the Federal Energy  
35 Regulatory Commission (FERC). The BOS agreed that Administrator Boynton would  
36 take the lead on scheduling meetings with proponents and opponents but Selectmen  
37 would be encouraged to attend. Selectman Crowley said he would like to attend the  
38 meetings.  
39

40 **Public Hearing – Joint Pole Location Petition – Main Street/Winthrop Street:**

41 *The Board reviewed the following information: (1) Pole Petitions; (2) Abutters List; and*  
42 *(3) Legal Notice.*  
43

1 Chairman Trindade reported that all abutters have been notified within the 10 day  
2 window, and a public hearing notice was placed in the legal section of the Milford Daily  
3 News on August 19, 2016.

4  
5 **Selectman Foresto moved that the Board open the hearing on the joint petition of**  
6 **Verizon and NStar to locate poles on Main Street and Winthrop Street; Selectman**  
7 **White second; No discussion; All ayes 5-0-0.**

8  
9 Kelly Curry attended the meeting on behalf of Verizon New England, Inc. The  
10 installation and relocation of poles is due to the Route 109 project. The petition involves  
11 3 new poles and 7 pole relocations. DPS Deputy Director Dave D'Amico reported that  
12 nothing has changed since the plan was approved by BOS and the Route 109 Committee.  
13 He also confirmed that all of the poles are in the right of way. Deputy Director D'Amico  
14 said the companies are eligible for a 50% cost reimbursement from the state if they  
15 complete the work on time. Andy Rodenhiser said he spoke with DPS Director Tom  
16 Holder about relocating the temporary service that is used for the annual Lions Club  
17 Christmas tree fundraiser. Ms. Curry said she will provide Mr. Rodenhiser with the name  
18 of the person he should speak to regarding this matter.

19  
20 **Selectman Foresto moved that the Board close the hearing; Selectman D'Innocenzo**  
21 **second; No discussion; All ayes 5-0-0.**

22  
23 **Selectman D'Innocenzo moved that the Board approve the placement of pole**  
24 **number T.53S/E.53S on Main Street, 71' southwest from the centerline of Lincoln**  
25 **Street, pole number T.1/2/E.-05 on the easterly side of Winthrop Street, 60' North of**  
26 **the centerline of Main Street, and pole number T.2S/E.2S on the westerly side of**  
27 **Winthrop Street 226' north from the centerline of Main Street as requested;**  
28 **Selectman White second; No discussion; All ayes 5-0-0.**

29  
30 **Committee Appointment – William Caton – Council On Aging:**

31 *The Board reviewed the following information: (1) Email Correspondence from Council*  
32 *On Aging Chair, Mary Lou Staples; and (2) Letter Of Interest.*

33  
34 Mr. Caton attended the meeting and said he has been a resident of Medway for about 50  
35 years.

36  
37 **Selectman Foresto moved that the Board appoint William Caton to the Council on**  
38 **Aging for a term to expire June 30, 2019; Selectman White second; No discussion;**  
39 **All ayes 5-0-0.**

40  
41 **Approval - Neelon Lane Easement – Charles River Village:**

42 *The Board reviewed the following information: (1) Memo from Susy-Affleck Childs,*  
43 *Planning and Economic Development Coordinator; (2) Map of Proposed Easement; and*  
44 *(3) Easement Deed.*

45

1 Planning & Economic Development Board (PEDB) Chairman Andy Rodenhiser  
2 explained that Neelon Lane never had easement at end of the road. Neelon Lane is a  
3 narrow road and as part of the approval process the developer granted a right of easement  
4 for a turnaround. The turnaround has already been constructed. The next step in the  
5 process is for the Town to accept the easement. The Board agreed to use the motion  
6 language that the PEDB recommended.

7  
8 **Selectman Crowley moved that the Board accept the deed from Charles**  
9 **River Village LLC for a perpetual easement on and over a 6,863 sq. area as shown**  
10 **on the Definitive Plan Charles River Village Open Space Residential Development,**  
11 **for public access and maintenance and a non-exclusive easement on and over Neelon**  
12 **Lane as shown on the Definitive Plan for public access to the open space parcel;**  
13 **Selectman White second; No discussion; All ayes 5-0-0.**

14  
15 **Approval – Contract with BETA Group for Construction Inspection Services:**

16 *The Board reviewed the following information: (1) Memo from Susy-Affleck Childs,*  
17 *Planning and Economic Development Coordinator; and (2) Contract.*

18  
19 Planning & Economic Development Board (PEDB) Chairman Andy Rodenhiser said the  
20 PEDB accepted the estimate from BETA Group for inspection services on the Exelon  
21 facility for the construction phase. BETA Group is replacing TetraTech due to a conflict  
22 of interest. Town Counsel has reviewed and approved the contract. Selectman Crowley is  
23 concerned that the contract is not specific to constructional phase services. Chairman  
24 Rodenhiser agreed that the funds should only be spent after EFSB approval is received  
25 and Millis has approved the water request. Chairman Rodenhiser clarified that the PEDB  
26 will come back before the BOS for a modification if additional funds are needed.

27  
28 **Selectman Foresto moved that the Board authorize the Chairman to execute a**  
29 **contract with BETA Group for construction inspection services in an amount not to**  
30 **exceed \$11,600; Selectman White second; No discussion; All ayes 5-0-0.**

31  
32 **Update – Redevelopment Authority Matters – Andy Rodenhiser, Chair:**

33 Andy Rodenhiser, Chairman of the Redevelopment Authority, and Ray Himmel,  
34 Assistant Treasurer of the Redevelopment Authority, provided the Board with an update.  
35 Mr. Himmel said the Steering Committee has had two meetings. A Safety Sub-  
36 Committee was created and members include Fire Chief Lynch, Safety Officer Jeff  
37 Watson, DPS Deputy Director Dave D’Amico, Community & Economic Development  
38 Director Stephanie Mercandetti and Mr. Himmel. Mr. Himmel said safety is a major  
39 consideration. The Committee discussed implementing physical barriers to limit the  
40 impacts on Alder Street. The long-term solution is a traffic signal at the intersection of  
41 Route 109 and Trotter Drive but it will cost several hundred thousand dollars. Ms.  
42 Mercandetti said the Town is looking at funding opportunities. Short term  
43 recommendations are to improve signage at the intersection of Trotter Drive and Route  
44 109 and create dedicated turning lanes. Chairman Rodenhiser said developers have  
45 shown an interest in the project. Town Administrator Boynton said the conceptual ideas  
46 that the Committee has designed are very exciting. The Public Forum is September 20,

1 2016 at 7:00 p.m. at Thayer House. Administrator Boynton said a land aggregation  
2 cannot be done until the Urban Renewal Plan is approved by the state. Mr. Rodenhiser  
3 said the Urban Renewal Plan will be submitted by the end of the year. Likely the Town  
4 will hear whether the plan has been approved by April 2017. After the approval is  
5 received, the Committee will begin to accumulate the parcels. Mr. Himmel said the  
6 ultimate goal is to create a village with walkways, residential areas, open space and  
7 commercial buildings.

8  
9 **Update – FY16 Fiscal Year Wrap-up/4<sup>th</sup> Quarter Financial Report:**

10 *The Board reviewed the following information: (1) Memo – Carol Pratt, Finance*  
11 *Director; and (2) FY16 Finance Report.*

12  
13 Finance Director Carol Pratt and Treasurer Joanne Russo provided the BOS with an  
14 update. Ms. Pratt reported that there was a net gain in FY15 of \$1.7 million and it looks  
15 like there will be about the same gain in FY16. Monetary spending was \$1.2 million. She  
16 explained that the Town saved enough to cover what was spent on the monetary articles,  
17 which means the Town did not have to use the Certified Free Cash to pay for these  
18 expenditures. Ms. Pratt encouraged the Board to consider using some of the Certified  
19 Free Cash to replenish stability funds that are being used for school improvements. The  
20 group discussed why property tax revenue is down. Administrator Boynton said the  
21 Town needs to move ahead with foreclosures. He said the leadership team discussed not  
22 granting permits to residents who are in delinquency. Ms. Pratt said the Town will never  
23 collect 100% due to exemptions and abatements. Town Administrator Boynton said there  
24 may be a spike when some of the funds that are being held for the Appellate Tax Board  
25 cases are released. Administrator Boynton said if the DOR adopts the Sansousy model as  
26 the new standard the Appellate Tax Board cases will go away. The Board also reviewed  
27 the status of the Enterprise funds. Solid Waste closed with a deficit of about \$150k from  
28 the previous fiscal year. Ms. Pratt reported that \$125k of retained earnings was used to  
29 balance the FY17 budget. Ms. Pratt said this was mostly due to increased costs. Chairman  
30 Trindade asked if single stream has led to increased recycling. Administrator Boynton  
31 said there has not been a solid waste fee increase since the program began. Chairman  
32 Trindade asked to discuss this in more detail at a future BOS meeting. Ms. Pratt said all  
33 of the Enterprise funds have retained earnings and the Town is not in danger of having to  
34 use the General Fund to supplement them. Selectman Crowley asked for an update on the  
35 properties that are in foreclosure. Administrator Boynton thanked both Ms. Pratt and Ms.  
36 Russo for their work over the past year.

37  
38 **Approval – General Obligation Bond Award & BAN (Bond Anticipation Note):**

39 *The Board reviewed the following information: (1) Memo – Joanne Russo, Treasurer;*  
40 *and (2) Motions prepared by Bond Counsel.*

41  
42 Ms. Pratt reviewed the items that are included in the bond, including the Brentwood  
43 water main project and Route 109 non participatory items. The BAN is \$1.1 million for  
44 the DPS facility design.

45  
46 **Mr. Trindade moved that the Board:**

**Vote:** that we hereby determine, in accordance with G.L. c.70B, that the amount of the cost of the school project authorized by a vote of the Town passed on March 9, 2015 (Article 1) not being paid by the school facilities grant is \$505,640 and we hereby approve of the issuance of notes and bonds in such amount under said G.L. c.70B.

**And further vote:** that the sale of the \$2,920,138 General Obligation Municipal Purpose Loan of 2016 Bonds of the Town dated September 15, 2016 (the “Bonds”), to Roosevelt & Cross, Inc. at the price of \$3,188,981.38 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on September 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2017	\$380,138	4.00%	2022	\$255,000	4.00%
2018	365,000	4.00	2023	240,000	4.00
2019	365,000	4.00	2024	235,000	2.00
2020	350,000	4.00	2025	235,000	2.00
2021	290,000	4.00	2026	205,000	2.00

**And further vote:** to approve the sale of a \$1,100,000 0.84 percent general obligation bond anticipation note of the Town being issued as State House Notes and dated September 15, 2016, payable September 15, 2017 (the “Notes” and together with the Bonds the “Obligations”), to Easthampton Savings Bank at par and accrued interest, if any.

**And further vote:** that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated August 25, 2016, and a final Official Statement dated August 31, 2016, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

**And further vote:** that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

**And further vote:** that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

**And further vote:** that we authorize and direct the Treasurer to review and update the Town’s post-issuance federal tax compliance procedures with such changes, if

1 any, as the Treasurer and bond counsel deem necessary in order to monitor and  
2 maintain the tax-exempt status of the Obligations.

3  
4 **And further vote:** that each member of the Board of Selectmen, the Town Clerk  
5 and the Town Treasurer be and hereby are, authorized to take any and all such  
6 actions, and execute and deliver such certificates, receipts or other documents as  
7 may be determined by them, or any of them, to be necessary or convenient to carry  
8 into effect the provisions of the foregoing votes.

9  
10 **D’Innocenzo second; No discussion; All ayes 5-0-0.**

11  
12 **Inter-Municipal Agreement – Energy Manager Services – Town of Millis:**

13 *The Board reviewed the following information: (1) Contract; and (2) Energy Manager*  
14 *Job Description.*

15  
16 The contract pertains to the current fiscal year.

17  
18 **Selectman Foresto moved that the Board execute an inter-municipal agreement with**  
19 **the Town of Millis for energy manager services; Selectman D’Innocenzo second; No**  
20 **discussion; All ayes 5-0-0.**

21  
22 **Opening of the Fall Town Meeting Warrant:**

23 *The Board reviewed the following information: (1) 2016 Fall Town Meeting Calendar.*  
24

25 The Fall Town Meeting will be held on November 14, 2016. There will be a number of  
26 zoning articles on the warrant. Chairman Trindade asked Administrator Boynton to put a  
27 placeholder on the warrant for the Open Space Committee for the trail on the Lee  
28 property.

29  
30 **Selectman D’Innocenzo moved that the Board open the Fall Town Meeting warrant**  
31 **set for November 14, 2016; Selectman White second; No discussion; All ayes 5-0-0.**

32  
33 **Entertainment License Request – Medway Community Farm – September 25, 2016:**

34 *The Board reviewed the following information: (1) Application; and (2) Police Chief’s*  
35 *Recommendation.*

36  
37 **Selectman Foresto moved that the Board authorize an entertainment license for**  
38 **Medway Community Farms for their event to be held at 55 Winthrop Street on**  
39 **September 25, 2016 subject to Police Chief’s recommendations; Selectman**  
40 **D’Innocenzo second; No discussion; All ayes 5-0-0.**

41  
42 **Approval – One-Day Liquor License Requests -**

- 43 **a. Medway Business Council – September 21, 2016**  
44 **b. Daniel O’Malley – September 23, 2016**  
45 **c. Jamie Van Buren – November 5, 2016**  
46 **d. Emily Bernstein – November 25, 2016**



1 **e. Elizabeth Mitchell – November 27, 2016**

2  
3 *The Board reviewed the following information: (1) Applications; and (2) Police Chief's*  
4 *Recommendations*

5  
6 **Selectman Foresto moved that the Board approve one-day liquor licenses for the**  
7 **Medway Business Council, Daniel O'Malley, Jamie Van Buren, Emily Bernstein &**  
8 **Elizabeth Mitchell for events to be held at the Thayer Homestead respectively, on**  
9 **September 21, September 23, November 5, November 25 & November 27, 2016**  
10 **subject to Police Chief's recommendations and evidence of appropriate insurance**  
11 **coverage; Selectman D'Innocenzo second; No discussion; All ayes 5-0-0.**

12  
13 **Block Party – Temporary Road Closure Request (9/10/16) – 11 to 21 Sunset Drive:**

14 *The Board reviewed the following information: (1) Email request for block party from*  
15 *Richard Boucher; and (2) Recommendations of the Police Chief, Fire Chief and DPS*  
16 *Director.*

17  
18 **Selectman Foresto moved that the Board approve the request for a block party**  
19 **being held on September 10, 2016 on Sunset Drive subject to the recommendations**  
20 **of DPS, Fire, and Police; Selectman D'Innocenzo second; No discussion; All ayes 5-**  
21 **0-0.**

22  
23 **Action Items from Previous Meeting:**

- 24 • DPS Facility Committee meeting on September 12, 2016.
- 25 • Replacement of the Christmas tree – a new tree will be planted in front of tennis  
26 courts at Choate near turtle sculpture. It is being donated by a family in Town.

27  
28 **Approval of Warrant:**

29 #17-11P	September 8, 2016	
30 Town Payroll		\$356,367.29
31		
32 #17-11SP		
33 School Payroll		\$745,550.97
34		
35 <b>TOTAL</b>		<b>\$1,101,918.26</b>

36  
37 **Selectman Foresto moved that the Board approve the warrant as read; Selectman**  
38 **White second; No discussion; All ayes 5-0-0.**

39  
40 **Approval of Minutes:**

41 **Selectman Foresto moved that the Board approve the meeting minutes from June**  
42 **24, 2016 as written; Selectman White second; No discussion; VOTE 5-0-0.**

1 **Selectman Foresto that the Board approve the meeting minutes from August 30,**  
2 **2016 as written; Selectman White second; No discussion; VOTE 5-0-0.**

3  
4 Administrator Boynton said the July 11, 2016 minutes are being revised to include a  
5 conversation under Action Items about the recreational playground process and  
6 committee meeting. They will be voted on at the next BOS meeting.

7  
8 **Town Administrator's Report:**

- 9 • Tax and fee delinquency enforcement.
- 10 • At 4:11 p.m. today the Town received notice that Timbercrest had filed a project  
11 change notice with MA Housing and the Town. The next hearing is tomorrow  
12 afternoon.
- 13 • High School handicap parking enhancements – there are handicap parking needs  
14 to comply with statute closer to Lamson Field. May involve reallocation of space.  
15 Chief Tingley and Administrator Boynton have spoken with the concerned  
16 resident. Possibly can add additional parking without creating a stormwater issue.  
17 Need to keep people from parking on the grassed area.
- 18 • Municipal Aggregation – Energy Committee is recommending Colonial Power  
19 Ventures. Proposal needs to come in front of BOS. This needs to go to the state  
20 for approval.
- 21 • Town Counsel reviewing statute on quorum when there are vacancies. Potential  
22 Bylaw change.
- 23 • Administrator Boynton will be at the ICMA conference at the end of the month.

24  
25 **Selectmen's Reports:**

26 White

- 27 • State primary Thursday, September 8, 2016 at Middle School from 7:00 a.m. to  
28 8:00 p.m.

29  
30 **At 9:05 p.m., Selectman Foresto moved that the Board enter into Executive Session**  
31 **under Exemption 6: to consider the purchase, exchange, lease or value of real**  
32 **property if the chair declares that an open meeting may have a detrimental effect on**  
33 **the negotiating position of the public body. The Board will not return to Public**  
34 **Session; Selectman D'Innocenzo; No discussion; Roll call vote: Crowley, aye; White,**  
35 **aye; Trindade aye; D'Innocenzo aye; Foresto, aye.**

36  
37  
38 Respectfully submitted,  
39 Michelle Reed

Board of Selectmen’s Meeting  
Monday, September 19, 2016 – 7:00 PM  
Sanford Hall Town Hall  
155 Village Street

Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; Dennis Crowley, Member; John Foresto, Member.

Absent: Richard D’Innocenzo, Clerk.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Richard Boucher, Director, Information Technology; Mary Becotte, Communications Director.

Others Present: Barbara Saint Andre, Town Counsel.

\*\*\*\*\*

At 7:00 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.

**Public Comments: None.**

**Public Hearing (7:00 PM) – Comcast and Verizon Cable License Renewal:**

*The Board reviewed the following information: (1) Public Hearing Notice; (2) 2007 Comcast Final License; and (3) 2007 Verizon Final License.*

**At 7:00 PM Selectman Foresto moved that the Board open the ascertainment public hearing for the renewal of the Comcast and Verizon cable television licenses; Selectman White seconded. No discussion. VOTE: 4-0-0.**

Present: Richard Boucher, Director, Information Technology; Greg Franks, Comcast, Senior Manager of Government Regulatory Affairs,

Mr. Boynton stated that this is an ascertainment hearing for the license renewal for both Comcast and Verizon cable licenses. Their franchise agreements will expire in 2017 and 2018. This is the first step in the process, giving the public an opportunity to share concerns or issues. Channel lineup is not an issue that can be included in this renegotiation. Meetings will be held with each provider in the coming months.

At this time, Chairman Trindade opened the floor to the public for comments.

Mr. Richard Boucher, Director, Information Technology, stated his service at home has been working pretty well, upgraded to Verizon FIOS, and has little need to contact customer service. Regarding Comcast, there have been no issues regarding service to Medway Public Schools. There are a minimal number of “drops” which may become problematic in time, but seems to be satisfactory now. Brief discussion followed on drops in the high school library. Selectman Foresto stated that, from a cable access perspective, we would like a listing of the shows on the menu without having to go to the website to find out when a particular program will be broadcast. Also we record in High Definition but cannot broadcast in HD. We also stream in High Definition, but cannot broadcast in HD. To do so requires more space in the bandwidth.

1  
2 Ed Houser, Little Tree Road, stated that the volume on broadcast meetings is a problem, noting that he  
3 has a hard time hearing people. Selectman Foresto responded that Board members often lean back in  
4 their chairs which move them away from the microphones.

5  
6 Selectman Crowley noted that most complaints seem to be on the Comcast side. Is there a way to find  
7 out what kind of service-related complaints are for Comcast and Verizon?

8  
9 Mr. Greg Franks, Comcast, Senior Manager of Government Regulatory Affairs, stated that once a year  
10 the company is required to submit a Form 500 to the Town identifying number of calls and what kind of  
11 calls they were. That form is sent soon after the close of the calendar year. Receipt of this form will  
12 be added to the Action Items list.

13  
14 Selectman Foresto emphasized that this hearing is the start of the process. Ascertainment is something  
15 that will go on for two or three months. If anyone watching this evening has an issue with either  
16 company, they should call the Town Administrator. We can schedule another hearing if there are  
17 enough issues to explore.

18  
19 **At 7:10 PM Selectman Foresto moved to close the public hearing; Selectman White seconded. No**  
20 **discussion. VOTE: 4-0-0.**

21  
22 **Affirmation of Committee Appointments – EPFRAC (Evaluation of Parks, Fields & Recreation Areas**  
23 **Committee):**

24 *The Board reviewed a List of EPFRAC Members.*

25  
26 Mr. Boynton briefly reviewed that, on May 2, 2016, the Board voted to expand the committee by  
27 including representatives from several committees that should be part of the process as stakeholders.  
28 Those committees were notified after Annual Town Meeting and asked to submit names of participants.  
29 Those appointments now need affirmation as members to the EPFRAC, as advised by Town Counsel.

30  
31 **Chairman Trindade read aloud the motion of affirmation as follows:**

32  
33 **I move that the Board affirm that the steering committee for the parks improvement project, the**  
34 **formation of which was voted by the June 9, 216 Special Town Meeting under Article 2, is comprised**  
35 **of the Evaluation of Parks, Fields and Recreational Areas Committee as originally constituted and with**  
36 **the addition of representatives from the Conservation Commission, Historical Commission, Finance**  
37 **Committee and the Friends of Choate Park, as voted by the Board of Selectmen at its meeting on May**  
38 **2, 2016. Alternate members representing the Conservation Commission, Finance Committee and the**  
39 **Friends of Choate Park, are also affirmed, as discussed at the July 11, 2016 Board of Selectmen’s**  
40 **meeting. The members added to the RPFRAC are:**

41  
42 **David Blackwell, Conservation Commission**  
43 **David Travalini, Conservation Commission (alternate)**  
44 **Alex Burinsky, Historical Commission**  
45 **Michael Schrader, Finance Committee**  
46 **Ellen Hillery, Finance Committee (alternate)**  
47 **Cathy Morgan, Friends of Choate Park**  
48 **Kari MacLeod, Friends of Choate Park (alternate)**

1  
2 **Selectman White seconded the motion. No discussion. VOTE: 4-0-0.**

3  
4 **Discussion – Alleged Open Meeting Law Violation:**

5 *The Board reviewed an Open Meeting Law Violation Complaint Form submitted by Liam McDermott.*

6  
7 Present: Barbara Saint Andre, Town Counsel.

8  
9 Mr. Boynton reported that he presented the Complaint Form to Town Counsel who is present to  
10 comment on it. Ms. Saint Andre stated that, after researching it and reviewing the meetings, there is  
11 no violation. The complaint does not even articulate a specific violation under the purview of the Open  
12 Meeting Law. It is more a complaint on how the Committee was formulated, rather than an Open  
13 Meeting Law complaint. Ms. Saint Andre offered to prepare a letter for the Attorney General’s office.

14  
15 **Selectman Foresto moved that the Board direct Town Counsel to prepare a letter to the Attorney**  
16 **General in response to the Open Meeting Law violation; Selectman White seconded. No discussion.**  
17 **VOTE: 4-0-0.**

18  
19 Ms. Saint Andre added that a copy of the letter will also be sent to the complainant.

20  
21 **Closing of Fall Town Meeting Warrant:**

22 *The Board reviewed the following information: (1) Draft Fall Town Meeting Warrant; and (2) Correspondence*  
23 *from Eversource.*

24  
25 Mr. Boynton pointed out that there is a new article which will be inserted somewhere before the Zoning  
26 articles which start with the Street Acceptance article. Continuing, he noted that it is a draft warrant.  
27 There are some “housekeeping” articles, as well as standard articles such as Prior Year Bills. The EMS  
28 article will be held due to the fact that the company has ceased operations and the Town is pursuing  
29 other companies. He briefly reviewed some of the other articles.

30  
31 Selectman Crowley asked if the Board could get a presentation on the trail markings.

32  
33 Article 10 is a placeholder should the search for a location for a new DPW Facility should proceed at a  
34 pace where negotiations proceed at a pace where land acquisition should occur.

35  
36 Discussion followed on the new request, Article 4, for a free cash transfer for an assessment of the  
37 Police Station generator.

38  
39 Chairman Trindade reported that he talked with the Planning Board on the zoning articles, most of  
40 which are intended to clean up language.

41  
42 Lastly, Mr. Boynton reported that Eversource is looking at property at the back of Fisher Street for a  
43 large solar array, 3-4 megawatts in size. The proposed location is outside the area zoned for that kind of  
44 use. They have inquired as to whether the Town would entertain an article to rezone that particular  
45 parcel. Board members expressed concern that this request comes too late for this Town Meeting and  
46 that no details have been provided. It was noted that the proposed location is part of a residential area.  
47 Mr. Boynton clarified that he wanted to bring it to the Board before responding to them. Discussion  
48 followed.

1  
2 **Selectman Foresto moved that the Board close the Fall Town Meeting Warrant; Selectman White**  
3 **seconded. Concern was expressed that this is a warrant that is predominantly Planning Board articles**  
4 **and it should be more of the State of the Town. Chairman Trindade stated that the language of these**  
5 **articles is very clear and will likely not take more than 15 minutes. No further discussion. VOTE: 4-0-0.**  
6

7 **Discussion/Vote – SPECTRA Intervenor:**

8 *There were no background materials.*  
9

10 Selectman Foresto reported that he, Mr. Boynton and Selectman Crowley met with Spectra last week.  
11 Their plans are being pushed off due to the loss of a court case. We made the decision that the Town  
12 was going to file to be an intervenor to protect the Town going forward. Selectman Crowley noted that  
13 it was a long meeting, but the time was well spent.  
14

15 **Selectman Foresto moved that the Town of Medway file as an intervenor on the SPECTRA pipeline;**  
16 **Selectman White seconded. No discussion. VOTE: 4-0-0.**  
17

18 **Banner Display Request – Taste of Medway:**

19 *The Board reviewed a Banner Display Request Form.*  
20

21 **Selectman Foresto moved that the Board approve a banner display request for the Taste of Medway**  
22 **event; Selectman White seconded. No discussion. VOTE: 4-0-0.**  
23

24 **Liquor License Requests:**

25 *The Board reviewed applications and Police Chief’s recommendations for Thayer Homestead events for*  
26 *Ana Elliott and Deborah.*  
27

28 **Selectman Foresto moved that the Board approve one-day liquor licenses for Ana Elliot and Deborah**  
29 **Higgins for their events to be held at the Thayer Homestead on December 2 & December 16, 2016**  
30 **subject to Police Chief’s recommendations and proof of appropriate insurance coverage; Selectman**  
31 **White seconded. No discussion. VOTE: 4-0-0.**  
32

33 **Action Items from Previous Meeting:**

34 *The Board reviewed the Action Items List.*  
35

36 There were no comments on the Action Items List at this time.  
37

38 **Approval of Warrants:**

39 *The Board reviewed Warrant 17-13.*  
40

41 In the absence of the Clerk, Selectman White read aloud Warrant 17-13, dated 9/22/2016, as follows:  
42

43	17-13P	Town Payroll	\$ 343,159.58
44	17-13SP	School Payroll	\$ 817,146.54
45		TOTAL	\$1,160,306.12

46  
47 **Selectman Foresto moved to approve warrant as read; Selectman White seconded. No discussion.**  
48 **VOTE: 4-0-0.**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**Approval of Minutes:**

*The Board reviewed draft minutes from meetings held on April 19, 2016; June 20, 2016; and July 11, 2016.*

Selectman Crowley asked that review of the minutes be postponed. Due to a power outage he could not review them.

**Town Administrator’s Report:**

Mr. Boynton reported that the Fire Chief is working closely with Community Ambulance, Fallon Ambulance and Booster Ambulance to provide ALS Services. He is approaching five companies with the idea of developing a regional approach to providing these services to the participant communities. We hope to have an agreement in place without a few weeks. Brief discussion followed. Having a Medway-based company was indeed an advantage, but we will no doubt be able to work something out. Meetings with all the parties will continue.

Regarding Eversource outages, Mr. Boynton met with Fire Chief Lynch, Police Chief Tingley, Police Lt. Boultenhouse and Assistant Fire Chief Fasolino. We have received full assurance that Eversource will respond in a timely fashion. Today there was an outage and crews were out pretty quickly.

Brief discussion followed on recent conversations about locations of deer stands, and those have been removed. There are no active stands on Town property.

Mr. Boynton announced that there is a presentation on the urban renewal plan tomorrow evening, adding that the public is welcome to attend.

Lastly, Mr. Boynton announced that Detective Matthew Reardon has been appointed as police sergeant, effective October 2. Brief discussion followed on department staffing, civil service testing and open positions.

**Selectmen’s Reports:**

Selectman White reminded residents about the town-wide yard sale. Applications were due on Friday, but the Town Administrator’s Office will still take them until tomorrow. Over 80 have been submitted thus far.

Selectman Crowley reported that the high school has a gymnastics team comprised of students from Medway High School and two other schools and are cumulatively ranked second in the state.

Ms. Mary Becotte, Communications Director, reminded everyone that there will be a Forum tomorrow at 7:30 AM at the Thayer Homestead to update businesses on the impact of the Route 109 Improvement Project.

**At 7:48 PM Selectman Foresto moved that the Board adjourn; Selectman White seconded. Due to Selectman D’Innocenzo’s absence, it was agreed not to hold the Executive Session. No further discussion. VOTE: 4-0-0.**

Respectfully submitted,  
Jeanette Galliardt  
Night Board Secretary

# **AGENDA**

# **ITEM #16**

**Town Administrator's Report**



# **AGENDA**

# **ITEM #17**

**Selectmen's Reports**