

**Tuesday, July 29, 2014**  
**Medway Planning and Economic Development Board**  
**155 Village Street**  
**Medway, MA 02053**

<b>Members</b>	<b>Andy Rodenhiser</b>	<b>Bob Tucker</b>	<b>Karyl Spiller-Walsh</b>	<b>Tom Gay</b>	<b>Matt Hayes</b>	<b>Rich Di Iulio</b>
<b>Attendance</b>	<b>X</b>	<b>X</b>	<b>Absent with Notice</b>	<b>X</b>	<b>X</b>	<b>X</b>

**ALSO PRESENT:**

Susy Affleck-Childs, PEDB Coordinator  
Judi Barrett, RKG Associates

**NOTE** – These minutes were prepared from an audio recording.

**Open Space Committee Appointment:**

Resident, Laura Bockhoven was present to be appointed to the Open Space Committee. The Board is in receipt of an email from her dated July 16, 2014 which includes her resume and letter of interest. (See Attached)

Ms. Bockhoven also expressed an interest in serving as the Open Space Committee’s liaison to the Conservation Commission.

**On a motion made by Matthew Hayes and Bob Tucker, the Board voted unanimously to appoint Laura Bockhoven as a member for Open Space through June 30, 2016.**

Susy Affleck-Childs will prepare a certificate of appointment.

**Zoning Recodification Workshop:**

The Board had a zoning recodification workshop with Judi Barrett from RKG Consultants.

**Discussion Goals:**

1. How does the board think about the existing zoning districts?
2. What is the town’s policy or approach on non-conforming structures and uses? How is it enforced?

Judi Barrett distributed a chart entitled “Use Regulations Discussion Document” dated July 29, 2014. (See Attached)

This chart was used to guide the discussion to possibly look at creating a table of uses.

It was discussed that there is a problem with the section in the bylaw on pre-existing non-conforming uses and buildings. There is often difficulty trying to enforce pre-existing non-conforming uses and structures. A resident usually gets caught, when a special permit is sought. The section on non-conforming uses will need to be looked at but it might be beneficial to have the Building Inspector and Zoning Board of Appeals as part of that discussion.

Judi commented that the chart shows a lot of districts and she asks the Board if they need so many districts.

The Board does think those districts are needed, but reclassifying and finding more commonalities could be done.

Judi asked if the Board wants to allow new single family dwellings in every district.

Member Tucker does not want them allowed in every district.

Member Hayes would consider them in C3 and C-4, but not C-5.

Member Rodenhiser would not recommend them in I-1, I-2, and I-3, or C-5.

Some of these districts have historic qualities and elements. Susy would like to see some design guidelines to address tear downs and rebuilds in those older areas.

Judi recommended that this could be accomplished in the village districts through the special permit requirement.

The Board agrees that it is a good idea to put some design control guidelines in place.

The discussion moved to two-family dwellings. The Board would like to keep these in C-3 and C-4.

Judi suggested collapsing some of those to condense for a table of uses.

**Multi-Family:**

The Board explained that last spring they were working on warrant articles which would include some Multi-Family housing in the Commercial I district

Judi explained that if the community is not ready to talk about multifamily development, a developer right now could do a 40 B and there is not much the town could do about it.

It was reported that there is a current developer who wants to have second floor housing.

Judi recommended that C1 is appropriate. She also asks how many applicants have done mixed residential or clustering.

Susy explained that clustering is allowed under the OSRD option. She also noted that there is an option for two-family dwellings by Special Permit in AR-2. This is the only other option for two units.

Judi explained that state law provides for design review through a special permit.

Susy explained that the Affordable Housing Committee is looking at undertaking a multi-family project. If there was some language in AR-2 for multi-family, such a project would not have to be done via the 40B process.

Judi explained that right now, anyone who wants more than two units has no options.

It was explained that currently, there are two apartment buildings to the west part of town with multiple family rental units. This is in existence now. The village housing option in old days included multi family.

**Accessory Apartments:**

The Board discussed that they are aware that the Town has some accessory apartments which have not gone through the formal process of special permit. This is another example of something which is hard to police. The Board was made aware that the intent of allowing in-law apartments and accessory apartments should be separated.

Judi brought up a question on that the three districts already note that this is an accepted special permit use, but she questions, what if someone has an au pair, then what? Another situation might be an older couple who wants to remain in their home, but wants to rent out the other side for income. The way the regulations are currently written, this is not allowed. The Board was in agreement to allow accessory apartment for family member and without relatives in AR1.

**Custom Manufacturing:**

Judi brought up the discussion of custom manufacturing which includes for example someone who might make wooden ducks, who has a facility which shows how these products are made and then sold. Another example is custom carpenters. The production and sales are on site and the use is retail. The Board is ok with this. The Board does not want to allow manufacturing in the commercial area.

**Family Day Care:**

The next item discussed was in relation to family day care. Family day cares in homes is not called out in the home occupation section of the bylaw. If the bylaw is silent, it is allowed by right, but these could be made subject to special permit. There are no policies in town on this. The licensing is regulated by the state.

**Bed & Breakfasts:**

The bylaw is also silent on Bed & Breakfasts. Judi suggested possibly offering these in the residential and village district.

**Camps:**

The bylaw is also silent on camps. There are several day camps in town: soccer, camp sunshine, and vacation bible school.

**Assisted Living:**

The town does have an assisted living facility. There is a nursing home in AR1, Medway Manor. They are allowed in C-1 by special permit from the PEDB. They can also be part of an ARCPUD. It was suggested looking into adding a definition.

**Theaters:**

The term theater can have many different meanings. The Board discussed that Cinemas are getting smaller and the market is not stable. The economics of Theaters do not lend themselves to the Town of Medway. There is not enough activity to support this type of event.

**Retail:**

In regards to this section, the Board should think about services for employees who live in those districts. This would include dry cleaning, banking, bakery etc. Industrial zoning has been revised to allow for services for employees through special permit. This should be looked at for the bottle cap lots area.

**Bottle Cap Lots:**

The Chairman provided an update on the bottle cap lots. The Redevelopment Authority has been created and the authority is now seeking three proposals to prepare the required Urban Renewal Plan. The Town's Consultant on the project is Rob Hubbard. Rob is assisting the Redevelopment Authority.

**Free Standing ATMS:**

Judi wanted to know if the Board has considered having regulations on free standing ATM's. There could also be site plan review due to the traffic it may create. The Board was in agreement that this is something they want to regulate.

**Medical Office Buildings:**

Judi suggested the town having a separate definition for a medical office space. This should also be considered as a separate class of use from professional offices. This should also have its own parking standards. This is an evolving industry and parking turns over. A lot for these uses.

**Food Service Establishments:**

Susy explained that there is interest in discouraging fast food chains. Judi explained that it is dangerous ground to try to regulate those type of establishments. It is important to address the current range of food establishments such as: cafeteria style, fast food, ice cream shops.

**General Discussion:**

Member Tucker is concerned that at the last town meeting we were sold a bill of goods on what this zoning recodification effort was going to be and that service needs to be delivered in the format we all feel works. This project pertains to a recodification, not a re-write or policy changes to the bylaw.

The Chairman responded that we can accomplish the first goal and then we can look at seeking a modification of Judi's contract to assist with the substantive amendments that we know are needed. Susy wants to continue having Judi available since the Board will need to be looking at the articles for the spring town meeting.



The Board will put Judi and continued discussions on the zoning bylaw recodification on the agenda for August 19<sup>th</sup>, September 16<sup>th</sup> and the 30<sup>th</sup>.

There Board wants to make sure there is enough time for town counsel to review the final document prior to town meeting. Susy will find out the date of the fall town meeting and will work with Judi on a meeting schedule based on that date.

In regards to the town meeting, in the past, the Board has not been encouraged to do a power point presentation. The Board may want to address this again with the town moderator.

It was noted that Jim Sullivan, The Finance Committee liaison was present at the meeting.

### **Covenant for Millstone Village:**

The applicant provided the paperwork (**See Attached**) required for the covenant and the final plans are ready to sign. Once the plan is signed, Susy will get the covenant notarized. There will need to be a pre-construction meeting set up.

**On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to sign the covenant and sign the plans for Millstone Village.**

### **Fee Estimates for Tri Valley Commons Site Plan:**

The Board is in receipt of the following:

- PGC Associates estimate in the amount of \$2,987.50 (**See Attached**)
- Tetra Tech estimate in the amount of \$7,302.00 (**See Attached**)
- GPI estimate in the amount of \$9,700.00
- Estimate from Robert Nicodemus dated July 21, 2014. (**See Attached**)

### **PGC Estimate:**

**On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to accept the estimate from PGC in the amount of \$2987.50.**

### **Tetra Tech Estimate:**

**On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to accept the estimate from Tetra Tech in the amount of \$7302.00.**

### **GPI Estimate:**

**On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to accept the estimate from GPI in the amount of \$9,700.**

### **Estimate from Robert Nicodemus:**

**On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to accept the estimate from Robert Nicodemus as presented.**

Susy will check with the Town Accountant to see if a separate contract is required for GPI.

The applicant did meet with Design Review Committee on August 1, 2014. He has not provided 3-D renderings as requested back in March 2014. The price he received for doing these rendering was \$20,000. The DRC will need to provide a recommendation letter. This was communicated to the Chairman of the Design Review Committee.

## **Minutes:**

### **July 22, 2014**

**On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to accept the minutes from July 22, 2014.**

### **4 Diane Drive – Lot Release**

The Board is in receipt of an email from July 25, 2014 from J. Samantha Gould requesting a Lot Release for 4 Diane Drive. (See Attached)

**On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to sign the Lot Release for 4 Diane Drive.**

### **Revenue FY 2014:**

The Board is in receipt of a document prepared by Susy Affleck-Childs entitled “Revenue FY 2014”. This is a matrix which shows the collection of application/filing fees for FY2014. (See Attached)

### **Open Space Committee:**

The Board made appointments to the Open Space Committee at their last meeting in June. Bruce Hamblin was not reappointed to this committee. He would like to come to the Board to discuss this matter. The decision of the Board was based on information they received regarding his attendance issues.

Member Tucker recommended that since this might be considered to be a personnel issue, it may require executive session.

Susy will check with town counsel.

The Board suggested inviting Mr. Hamblin to their meeting on August 26<sup>th</sup> at 7:00 pm. It was also suggested to invite the Chairman of the Open Space Committee.

Susy will follow-up with an email and telephone call. The Chairman did indicate that he did place a telephone call to Mr. Hamblin but had not heard back from him.

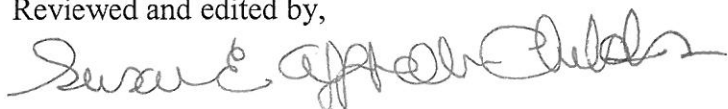
### **Bay Oaks Subdivision:**

Chairman Rodenhiser excused himself as Chairman and went to the applicant’s table.

The Board is in receipt of the following:

- A letter from Law Offices of Jerry Effren dated July 22, 2014. (See Attached)

Reviewed and edited by,

A handwritten signature in cursive script, appearing to read "Susan E. Affleck-Childs".

Susan E. Affleck-Childs  
Planning and Economic Development Coordinator

- Tetra Tech bond estimate dated July 29, 2014 in the amount of \$53,989.00. (See Attached)

The letter indicates that the engineer will prepare a new Mylar for re-endorsement to conform to the Certificate of Approval which references a modified plan. The revised plan will indicate modification of prior plan. This new Mylar is present for the Board to sign.

The second item discussed was in relation to the covenant which would apply to all 4 parcels in subdivision. The applicant would like to not include Lot four in the covenant. The letter from the applicant's attorney is requesting to exclude Lot 4 since this already exists as the applicant's single-family home.

Town of Medway's Counsel says the board cannot do this since the new Lot 4 needs the roadway extension for legal frontage.

Another option instead of a covenant is for the applicant to provide a surety bond for 100% of the cost of the work to be done. (See Attached) There would be no need for a covenant with a surety bond.

The surety company has not been selected, so any vote would be contingent upon the applicant providing the town with the required surety.

**Bond Estimate:**

**On a motion made by Matt Hayes and seconded by Tom Gay, the Board voted unanimously to approve the bond estimate for \$53,989.00. (Andy Rodenhiser abstained from voting.)**

**Surety:**

**On a motion made by Matt Hayes and seconded by Tom Gay, the Board voted unanimously to sign the surety agreement but it will held and not be released until the information is provided regarding the company for the surety and it is approved by the treasurer's office. (Andy Rodenhiser abstained from voting.)**

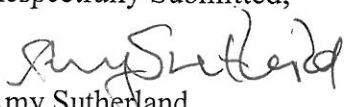
**Signing of Plan:**

**On a motion made by Matt Hayes and seconded by Tom Gay, the Board voted unanimously to sign the revised plan for Bay Oaks. (Andy Rodenhiser abstained from voting)**

**Adjourn:**

**On a motion made by Matt Hayes and seconded by Tom Gay, the Board voted unanimously to adjourn the meeting at 10:04 pm.**

Respectfully Submitted,

  
Amy Sutherland  
Recording Secretary

## Susan Affleck-Childs

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**From:** Laura Sells Mass <laurasellsmass@gmail.com>  
**Sent:** Wednesday, July 16, 2014 11:39 AM  
**To:** Susan Affleck-Childs  
**Subject:** RE: OPen Space Committee  
**Attachments:** Laura Bockoven Resume re.doc

Dear Susie,

Thank you for the opportunity to apply for one of the open positions on the Open Space Committee. I have been a resident in Medway for nearly 3 years (including my temporary living time). We are so glad we made the decision to extend our home search out past Medfield and found this lovely town.

In my husband's former company, we had the benefit of moving around several times. With that experience comes learning about many different towns and areas and seeing what works and what works better (or not works at all). It's great, sometimes, to have outside experience and perspective in coming up with ideas.

Also, I've worked as a realtor on and off since 2003 (because of moving). This has given me great insight to land use, restrictions, and home owner desires. As a current Realtor in Medway, that also means I have the opportunity to see many many individual properties throughout Medway where most residents would not. I have also worked for a National Construction Company (K Hovnanian). This gave me great experience in land development and meeting town requirements.

In addition to my real estate specific experience, I also have many years of Sales Experience. This has helped me greatly in talking with the public and understanding their needs and desires.

As for a family life, our children are all grown and out on their own. That allows me time to dedicate to serving on a town committee. In addition, in my role as a Realtor, I have much more flexibility than the typical 9-5'er to visit properties during the day as needed.

I hope you and the committee will find my application favorable and see me as a valuable member. I've attached a fairly recent resume which does not include my current role as a Realtor here at Prudential Page Realty (Soon to be Berkshire Hathaway Home Services), Medway.

*Laura Bockoven*

# Laura Bockoven

1 Iarussi Way, Medway, MA 02053

(M)817-995-4951; (H)508-533-0362

LauraBockoven@gmail.com

Experienced Real Estate Agent with a non-licensed background in new construction conveyance, sales and marketing

## COMPETENCIES

- Work Independently or with a Team
- Systematic and Organized Thinker, Detail Oriented
- Efficient Time Management, Multi-Task and Prioritize Workload
- Top-Level Customer Service
- Strong Leadership Skills
- Conflict Resolution and Problem Solver
- Experienced in all aspects of Administrative Technology
- Excellent Oral & Written Communication
- Retail & Real Estate Sales

## PROFESSIONAL EXPERIENCE

### S&K Sales, 940 S. Kimball #175, Southlake, TX 76092

May 2008 – May 2009

**Marketing/Administrative Assistant**, (Marketing Manager: Jim Defilippis 817-421-9041) S&K brokers with top companies to provide brand name consumer products to the Worldwide Military Resale Market. This office provided a centralized contact location for clients, distributors and the military. Complete sales-related and marketing administrative projects that include running marketing and sales reports using military data base and converting to spreadsheet reports using advanced MS Excel operations. Assist in the creation of presentations and proposals. Troubleshoot questions, problems and concerns from customers independently or with the appropriate internal department associate. Maintain follow up communication with customers regarding problems and concerns. Add new data content to the web site for S&K sales assoc. Maintain up-to-date telephone address and email listings for all contacts and maintain up-to-date planogram reference books. Maintain office equipment and order office supplies for entire office. Process all site bills for home office payment and keep payables current. Organize and run mailroom for office including large scale mailings, cost efficient mail options and supplies, and day-to-day mail needs. Assume reception duties including answering all general calls--screen and direct them to the proper extension, take and distribute messages as needed. Greet visitors to the facility, answer questions and direct them to the appropriate individuals.

### The Scrapbook Pad, Colleyville, TX

September 2007 – April 2008

Privately owned and operated Scrapbook/Craft retail store. (Owner: Jeanie Jones, 871-371-3733-cell) Report directly to the owner and serve as part-time **Receiver and Database Specialist**. Duties include: Accurately entering invoice and receiving data into the computer database and pricing. Routinely examine and "cleanse" current data records to ensure data accuracy to eliminate duplicate records, inconsistent data, to maintain overall database integrity. Make global and specific changes to the database as required or requested. Create and use standard reports including ad-hoc reports to provide accurate data reporting as required. Check incoming merchandise against invoices for quantity discrepancies, inspect for damaged goods and quality. Use good oral and written communication to effectively communicate with vendors.

### Prudential Real Estate, 865 E Baltimore Pike, Kennett Square, PA 19348

September 2003-December 2004

**Realtor®**, (Broker: Lena Melaragni 610-444-9090) Licensed in Pennsylvania and Delaware and member of National Association of Realtors. Assist clients through one of the most complex and significant financial events in most people's lives with the purchase and/or sale of their home. As an independent contractor, you must create and update a business plan, be flexible yet disciplined, and self-motivating. It also requires top level customer service, problem solving, active listening, assimilating needs and wants, and emotional resilience. You must adhere to significant time schedules of multiple items through completion (ie, inspections, finance/mortgage, servicing inspection issues, closing obligations). Required to attend continuing Real Estate education. Earned Top-Rookie recognition.

### Unionville High School (UHS), Kennett Square, PA

November 2000-February 2005

**Head Cheerleading Coach** (Dennis White, Athletic Director, 610-347-1600) Reorganized program to provide highly athletic and safe program with emphasis on leadership training for students. Responsible for safety, fitness training, fundraising, teamwork and promote team/school spirit. Coordinated, contracted, promoted and ran first Regional Competition. Participated in ongoing education and certifications. Established Parent Organization and launched successful fundraising programs.



The Gap (#651), Glen Mills, PA

February 2000-July 2003

**Part-Time Sales Associate.** Customer Service is the number-one priority. Merchandising, stock maintenance, store presentation and cash register. Consistently high salesperson and received numerous sales awards/prizes as a result of superior customer service and outstanding sales. The part-time/flexible schedule allowed me to concurrently coach cheerleading in the late afternoons/evenings. *(Left after completion of Realtor training and certification)*

K. Hovnanian Enterprises-Brandywine at Thornbury, West Chester, PA

May 1998-May 1999

**Sales Office Specialist/Office Administration.** Primary responsibilities included administration, and conveyance of all sales contracts. Work closely with purchasers, sales agents, and mortgage/title companies. Access and use daily Sales Tracking Database software. Successfully complete company training in Construction/Sales Related Accounts Payable, Sales Reports and Data Management, New Construction Bldg/lot Start-Up and Options, and Construction for Non-Construction Personnel. Responsible for setting up post-closing warranty/service appointments and service database/files. Additional duties included maintaining personnel records, petty cash, office supplies, office equipment and office/construction site utilities. Work with construction manager on all site/land budgets and public services. *(Left position at completion of housing development and new development was too far to commute)*

Mellon Bank (Credit Card Division), Newark, DE 19711

June 1985-October 1985

**Computer & Data Processing Group Leader.** Credit Card Application Department. Primary duty was to integrate a packaged credit card application software program. Worked one-on-one with software contractor aiding in creating data input form design and data reporting. Accurately input credit card application data. Responsible for training of new Data Input Clerks.

E. I. du Pont de Nemours, Engineering Department, Wilmington, DE/Louviers

August 1981-June 1985

Wilmington, DE/Louviers: Secretary to two Group Supervisors and support service secretary to remainder of Information Services Dept (ISD) employees located at the Louviers site. Office duties included word processing and administrative support, secretarial services including clerical report generation, stenographic, travel arrangements, typing and filing, receptionist services, machine dictation and transcription, voucher preparation. In May 1984, began as part-time Limited Services Employee as a fill-in secretary as needed.

American Telephone & Telegraph, Morristown NJ

December 1979-June 1981

Human Resources Department. Secretary to Division Manger of Personnel Data Services and Data Planning plus Support Clerical for ten other second and third level managers. Office duties include Hands-on experience with time sharing system, on-line data entry, word processing, administrative support and secretarial services. Internal transfer from American Telephone & Telegraph Long Lines, Parsippany NJ ( December 1979-June 1980) Sales Department. Secretary to District Level and head support clerk. Duties include cashier & disbursement services, motor vehicle administration including fleet management, centralized mail, office supply procurement, sales staff time reporting and transmission of payroll and record control. *(Left with intra-company promotion to AT&T Morristown, NJ)*

## EDUCATION

- 1994 – Blue Ridge Community College, Weyers Cave, VA. Completed coursework in Computer Information Systems and Survey of Economics.
- 1979 – Morris Country Community College, Dover NJ. Completed coursework in Sales Principles & Practices and Business Organization and Management.
- 1978-1979 – Dover Business College, Dover NJ. Completed the Executive Secretary Program. In addition to the basic program, studied special word processing, computer usage, business mathematics, and advanced bookkeeping. Graduated high honors, highest/accurate typing and steno speeds, and completed the certificate program early.
- 1974-1978 - West Morris High School, Chester, NJ. Graduated.















# **Adult Retirement Community Planned Unit Development Covenant**

## **Planning and Economic Development Board – Town of Medway, MA**

July \_\_, 2014

This Covenant is entered into this \_\_\_\_ day of July, 2014 by and between the Town of Medway, a Massachusetts municipal corporation, acting through its Planning and Economic Development Board, with an address of 155 Village Street, Medway, MA 02053, (*hereinafter referred to as the "Board"*) and Millstone Builders LLC, with an address of 1 Golden Court, Westborough, MA 01581 (*hereinafter referred to as the "owner"*).

### **PREAMBLE**

*WHEREAS*, on June 24, 2014, based on the application of Elite Home Builders, LLC dated October 15, 2013, and after a duly noticed public hearing(s), the Board approved a special permit authorizing an Adult Retirement Community Planned Unit Development ("ARCPUD") containing eighty (80) residential units all as set forth in a decision of the Town of Medway Planning and Economic Review Board filed with the Town Clerk for the Town of Medway on June 25, 2014 ("Decision") to be recorded herewith at the Norfolk County Registry of Deeds; and

*WHEREAS*, the approved ARCPUD is shown on a plan entitled "Adult Retirement Community Planned Unit Development Millstone Village Medway Massachusetts Owner: Betty McCall-Vernagli," prepared by GLM Engineering Consultants, Inc., dated October 15, 2013, last revised July \_\_, 2014, ("ARCPUD Plan") to be recorded herewith; and

*WHEREAS*, the approved ARCPUD Plan shows a parcel of land located at 129R Lovering Street, (*hereinafter referred to as "Locus"*) and further described in a deed or deeds dated July \_\_, 2014 from Betty McCall-Vernagli to Millstone Builders, LLC to be recorded herewith; and

*WHEREAS*, Condition 19 of the Decision requires the Owner to secure the construction of ways and the installation of stormwater management facilities, utilities, services, pedestrian facilities/trails/pathways, all site amenities including but not limited to lighting and landscaping and any off-site improvements (*hereinafter "the improvements"*) before endorsement of the ARCPUD Plan; and

*WHEREAS*, the owner has decided to secure construction of ways and installation of the improvements in the ARCPUD by means of a Covenant;

*WHEREAS*, the Board has determined that the form of Covenant is sufficient to secure the construction of ways and installation of the improvements in the ARCPUD;

*WHEREAS*, the owner's construction of ways and installation of the improvements are subject to the requirements of the Decision; the Planning Board's *ARCPUD Rules and Regulations* applicable to this ARCPUD, and all conditions of approval of this ARCPUD and made an enforceable part of this Covenant; the approved ARCPUD Plan, all of the provisions set forth in this Covenant (*hereinafter referred to as "approval instruments"*);

*NOW, THEREFORE*, for and in consideration of the mutual promises set forth below, and for good and valuable consideration, the parties agree as follows:

### **SECTION 1. INCORPORATION OF PREAMBLE**

The Preamble is incorporated into and is an enforceable part of this Covenant.

### **SECTION 2. EFFECTIVE DATE**

This Covenant shall be effective upon its execution, subject to endorsement of approval of the ARCPUD Plan by the Board and the recording or registering of the plan and this Covenant by the Owner.

### **SECTION 3. RUNS WITH THE LAND**

This Covenant shall run with the land and shall be binding on all subsequent parties who have any title, interest, or rights in and to Locus, or a portion thereof. This Covenant shall operate as a restriction upon the land until release.

### **SECTION 4. OBLIGATIONS, DUTIES AND RIGHTS OF THE PLANNING and ECONOMIC DEVELOPMENT BOARD**

A. Upon construction of a portion of the ways and installation of a portion of the improvements in accordance with the approval instruments, the Board may release the Owner from this Covenant as to those units that are adequately serviced by the ways and improvements so constructed, so long as the construction of ways and the improvements are, in the opinion of the Board, sufficiently secured by another method of performance guarantee by any of the methods provided in M.G.L., ch. 41, section 81U. A *Certificate of Partial Release* shall be executed by a majority of the members of the Board and shall be recorded or registered at the Norfolk County Registry of Deeds by the Owner.

B. Upon completion of ways and installation of the improvements in accordance with the approval instruments, the Board shall release the Owner from this Covenant and shall issue a *Certificate of Completion and Release* that shall be executed by a majority of the members of the Board and shall be recorded or registered at the Norfolk County Registry of Deeds by the Owner.

### **SECTION 5. OBLIGATIONS, DUTIES AND RIGHTS OF THE OWNER**

A. The Owner shall not convey or transfer title to any unit within this ARCPUD, except as otherwise provided in this Covenant, until the conditions for issuance of an occupancy permit for such unit set forth in Condition 21 of the Decision have been satisfied, unless and until the Owner provides the Board with another method of securing construction of the ways and installation of the improvements deemed sufficient by the Board.

B. The Owner shall complete construction of the ways and installation of the improvements for this ARCPUD no later than eight years from this date or such further time as permitted by the Board.

C. The Owner agrees and understands that the Board will not release this Covenant in full, unless another method of security is provided, or until the ways and the improvements have been deemed by the Board to be constructed and installed in accordance with the approval instruments.

D. In accordance with the provisions of Condition 19 b. of the Decision, after the Owner has completed the minimum infrastructure for Phase 1B, this Covenant may be replaced by one of the types of performance guarantee set forth in M.G.L. ch. 41, section 81U, which method or combination of methods shall be selected and from time to time varied by the Owner as long as the Board determines that the requirements of Condition 19.b and any other applicable provisions of the Decision are complied with.

E. The Owner shall at all times provide the Board *forthwith (no more than 14 days after transfer of title)* with the name of the current owner or owners of this ARCPUD or portions thereof and the address of such owner or owners, except that units released from the provisions of this Covenant are exempt.

F. The Owner shall at all times provide the Board *forthwith (no more than 14 days after transfer of title)* with the name of any mortgagee or mortgagees of this ARCPUD or portions thereof and the address of such mortgagee or mortgages, except that units released from the provisions of this Covenant are exempt. At the time of executing this Covenant, the mortgagee(s) of this ARCPUD is Southbridge Savings Bank whose address is 257 Main Street, Southbridge, MA 01550.

G. The Owner shall record the approved and endorsed ARCPUD Plan; this Covenant, upon its execution; and any certificates of release of this covenant, or portions thereof, at the Norfolk County Registry of Deeds and forthwith provide the Board with written evidence thereof. The Owner further agrees to pay the costs of such recordings.

#### **SECTION 6. MORTGAGEES AND SUCCEEDING OWNERS**

Nothing in this Covenant shall preclude the Owner from mortgaging the entire parcel of land, or a portion thereof, which constitutes this ARCPUD. If the mortgagee acquires title to the entire parcel of land, or a portion thereof, shown on the approved ARCPUD Plan, through foreclosure or by other means, such as accepting a deed in lieu of foreclosure, then the mortgagee and any succeeding owner of the land transferred by the mortgagee may sell any unit, subject to that portion of this Covenant which provides that no unit shall be conveyed until the ways are constructed and the improvements are installed to serve such unit. Said mortgagee and any succeeding Owner shall be subject to all other applicable provisions of this Covenant and any amendments thereto.

#### **SECTION 7. CONVEYANCE OF LAND OR LOTS SUBJECT TO COVENANT**

Nothing in this Covenant shall preclude the Owner from conveying by a single deed, the entire parcel of land shown on the approved ARCPUD Plan, or all units not previously released from the terms of this Covenant by the Board, so long as the deed provides that the land conveyed is subject to this Covenant, and any amendments thereto, with proper reference to the book and page where this covenant, and any amendments thereto are recorded or registered at the Norfolk County Registry of Deeds.

#### **SECTION 8. BINDING EFFECT**

This Covenant, and any amendments thereto, shall be binding on the Owner, the Owner's agents and representatives, and any successors to the Owner's title interest, and rights in the parcel of land constituting this ARCPUD, including executors, administrators, devisees, heirs, successors and assigns of the owner.

#### **SECTION 9. USE OF TERMINOLOGY**

Use of the term "Owner" in this Covenant is for convenience only and should not be considered as a limitation on those parties who may be subject to and bound by the provisions of this Covenant and any amendments thereon. Use of the term "Planning Board or Board" in this Covenant is for convenience only and may include agents or representatives of the Medway Planning and Economic Development Board.

#### **SECTION 10. APPOINTMENT OF AN AGENT**

If someone other than the Owner will represent the Owner, the Owner must designate such representative below.

Name of representative: \_\_\_\_\_

Address of representative: \_\_\_\_\_

\_\_\_\_\_

Telephone #: Days \_\_\_\_\_ Evenings \_\_\_\_\_

Relationship of representative to Owner: \_\_\_\_\_

In executing this Covenant, I hereby authorize the person or persons named above to represent my interest before the Board with respect to the ARCPUD that is the subject of this Covenant.

**SECTION 11. AMENDMENTS**

This Covenant may be amended, in writing, by agreement of all of the parties to this Covenant.

**SECTION 12. GOVERNING LAW**

This Covenant, and any amendments thereto, shall be governed by the laws of the Commonwealth of Massachusetts.

**SECTION 13. SEVERABILITY**

If a court of competent jurisdiction determines that any provision of this Covenant is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

*IN WITNESS WHEREOF*, I, the Owner, hereby certify under the pains and penalties of perjury that the information contained in this Covenant is true and complete; and we, the parties to this Covenant, set our hands and seals to this Covenant on the date(s) written below.

We, the Owner and his/her spouse, as far as necessary, hereby release all rights of dower, curtesy, or homestead, or any other interests that we may have in the parcel of land that constitutes the ARCPUD.

**OWNER**

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Witness

*COMMONWEALTH OF MASSACHUSETTS*

Norfolk, SS. \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_

\_\_\_\_\_, Owner, or person duly authorized to execute this Covenant on behalf of the Owner, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily and for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

**PLANNING and ECONOMIC DEVELOPMENT BOARD**

_____ Board Member	_____ Date
_____ Board Member	_____ Date
_____ Board Member	_____ Date
_____ Board Member	_____ Date
_____ Board Member	_____ Date

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared the above named \_\_\_\_\_

\_\_\_\_\_  
proved to me through satisfactory evidence of identification, which was \_\_\_\_\_

\_\_\_\_\_  
to be the person (s) whose name is signed on the preceding or attached document, and acknowledged to me that \_\_\_\_\_ signed it voluntarily and for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:



**ASSENT OF MORTGAGEE**

\_\_\_\_\_, of \_\_\_\_\_,  
the mortgagee of the parcel of land, or a portion thereof, constituting this ARCPUD at the time of  
execution of this Covenant, hereby consents to execution of this Covenant by the Owner, who is  
the mortgagor of the parcel of land subject to a certain mortgage deed dated \_\_\_\_\_ and  
recorded at the Norfolk County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_;  
or registered in \_\_\_\_\_ as Document No. \_\_\_\_\_,  
and noted on certificate of title No. \_\_\_\_\_, in Registration Book  
\_\_\_\_\_, Page \_\_\_\_\_. This mortgagee also agrees to hold the mortgage subject to  
this Covenant and agrees that the mortgage shall be subordinate to the Covenant, which  
Covenant shall have the same status, force, and effect as through executed and recorded prior  
to the conveyance of the mortgage deed for the mortgagor-owner to the mortgagee.

**MORTGAGEE**

\_\_\_\_\_  
Signature of Mortgagee

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Its: \_\_\_\_\_

Duly Authorized

\_\_\_\_\_  
Witness

*COMMONWEALTH OF MASSACHUSETTS*

\_\_\_\_\_, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned  
notary public, personally appeared the above named \_\_\_\_\_,  
person duly authorized to execute this Covenant on behalf of the mortgagee, proved to me  
through satisfactory evidence of identification, which was \_\_\_\_\_  
to be the person(s) whose name is signed on the preceding or attached document, and  
acknowledged to me that \_\_\_\_\_ signed it voluntary for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires:

# ***Tri Valley Commons Site Plan – Outside Consultant Reviews***

## **GPI**

*Traffic Impact and Access Study* – Ron Muller & Associates

*Site Plan Rules and Regs*

- 205.3 Traffic

## **PGC Associates**

*Zoning Bylaw*

- Commercial I
- Parking – SECTION V. Sub-Section H
- Site Plan – SECTION V. Sub-Section C

*Site Plan Rules and Regs*

- 204.5 Site Plan Contents
- 205.6 Parking

## **Bob Nicodemus**

*Site Plan Rules and Regs*

- 205.1 Design Principles
- 205.2 Design Standards

*Medway Design Guidelines*

## **Tetra Tech**

*Zoning Bylaw*

- Lighting - SECTION V. Sub-Section B. Paragraph 6

*Site Plan Rules and Regs*

- 204.4 Standards for Site Plan Preparation
- 204.5 Site Plan Contents
- 205.4 Drainage and Stormwater Management
- 205.5 Utilities
- 205.7 Snow Removal
- 205.8 Outdoor Lighting
- 205.9 Trees and Landscaping
- 205.10 Environmental Considerations

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**PGC ASSOCIATES, INC.**

1 Toni Lane  
Franklin, MA 02038-2648  
508.533.8106  
508.533.0617 (Fax)  
gino@pgcassociates.com

---

July 23, 2014

Mr. Andy Rodenhiser, Chairman  
Medway Planning Board  
155 Village Street  
Medway, MA 02053

**RE: TRI-VALLEY COMMONS SITE PLAN**

Dear Mr. Rodenhiser:

PGC Associates is pleased to present the following cost estimate to review and comment on the proposed site plan submitted by Thurken III LLC of New Castle, New Hampshire. The owners are Mecoba Properties, Inc. of Medway and Nagog Knoll Realty Trust of Acton.

The proposal is to construct a retail shopping center with 3 buildings totaling 37,760 square feet, plus associated parking, drainage, landscaping, etc. The plan was prepared by a team including Guerriere and Halnon, Inc. (civil engineering) of Franklin and Landry Architects of Salem, NH (architecture). The plan is dated is dated May 20, 2014.

<u>Task</u>	<u>Hours</u>
Technical review and comment on initial submittal	4.0
Attendance at Planning Board meetings/hearings	5.0
Review and comment on revised plans	2.5
Review and comment on draft Certificate of Action	3.5
Total	12.5
<b>Cost Estimate (@\$95)</b>	<b>\$1187.50</b>
<b>Expenses</b>	
Subcontract for design review services (see attached)	\$1800.00
<b>TOTAL ESTIMATE</b>	<b>\$2987.50</b>

If there are any questions about this estimate, please call me.

Sincerely,



Gino D. Carlucci, Jr.

**ROBERT E. NICODEMUS**  
*Consulting Architect*  
7 Diamond Street  
Norfolk, MA 02056  
rnico@comcast.net  
Cell: 617-281-6659  
Home: 508 -528-4586

**Memorandum**

To: Gino Carlucci and Susan Affleck-Childs

Date: July 21, 2014

Re: Medway Design Review Committee – Consultant Support for Tri-Valley Commons

1. I propose a fee billing rate of \$70/hour to provide architect review services for the Medway Design Review Committee limited to my time at meetings and preparing comments/research/findings related to Medway DRC decision on Tri-Valley Commons.
2. Items not included in my Fee Billing rate are listed below:
  - A. Travel expenses by personal vehicle at \$0.75/mile (limited to travel in Massachusetts only)
  - B. Reprographic and photographic materials at cost
3. The preliminary services estimate assumes a DRC review meeting, initial review of the Tri-Valley Commons Submission, attending a preliminary DRC meeting, attending a PEDB meeting, attending a formal Tri-Valley Commons meeting and preparing review comments for use by the DRC in a preliminary response. I estimate that these preliminary services would involve fees of approximately \$800 plus expenses of approximately \$100. I would assume that this Tri-Valley Commons program will involve at least a second submission to respond to the preliminary comments with similar services to initial review with estimated fees of approximately \$800 plus expenses of approximately \$100.

100M072114.rm0\_MedwayDRCArchSupports



July 23, 2014

Ms. Susan E. Affleck-Childs  
Medway Planning and Economic Development Coordinator  
Medway Town Hall  
155 Village Street  
Medway, MA 02053

**Re: Site Plan Review  
Planning and Economic Development Board  
Tri Valley Commons  
Medway, Massachusetts**

Dear Ms. Affleck-Childs:

We are pleased to submit this Proposal to the Town of Medway (the Client) for professional engineering services associated with the proposed Tri Valley Commons Site Plan submittal in Medway, Massachusetts (the Project). The objective of our services is to review the proposed Site Plan submittal package, including but not limited to the Plans, Major Site Plan Application, Request for Waivers (Form Q), Stormwater Report, and provide review comments as they relate to the Medway Planning Board's Rules and Regulations for the Submission and Review of Site Plans (Chapter 200), Medway Department of Public Services Sewer and Water Regulations, Department of Environmental Protection Stormwater Management Regulations, and sound engineering practice. We have excluded from our scope, the review of the application package as they relate to the Town of Medway Zoning By-Laws which will be conducted by a separate consultant.

## **Scope of Services**

The following specifically describes the Scope of Services to be completed:

### **Task 1 Site Visit**

- A. Perform one (1) site visit to review the site and its surroundings;
- Budget Assumption: 4 hours @ \$115/hr = \$460

### **Task 2 Plan Review**

- A. Review the proposed Application for Approval for Review and Approval of a Major Site Plan Project, the Request for Waivers, and other supporting documentation not identified below, prepared by Guerriere & Halnon, Inc. (G&H) and incorporate comments into review letter in item D below;

One Grant Street  
Framingham, MA 01702  
Tel 508.903.2000 Fax 508.903.2001



- Budget Assumption: 0.5 hour @ \$200/hr = \$100  
2 hours @ \$115/hr = \$230  
Total= \$330
  
- B. Review the proposed “Tri Valley Commons” Site Plans prepared by G&H dated May 20, 2014
  - Budget Assumption: 2 hours @ \$200/hr = \$400  
8 hours @ \$115/hr = \$920  
4 hours @ \$90/hr = \$360  
Total= \$1,680
  
- C. Review the Stormwater Report prepared by G&H and dated May 20, 2014 for compliance with the latest Department of Environmental Protection Stormwater Management Standards and good engineering practice;
  - Budget Assumption: 1 hours @ \$200/hr = \$200  
4 hours @ \$115/hr = \$460  
Total= \$660
  
- D. Prepare a letter summarizing findings for presentation to the Town of Medway Planning and Economic Development Board;
  - Budget Assumption: 1 hour @ \$200/hr = \$200  
3 hours @ \$115/hr = \$345  
1 hours @ \$90/hr = \$ 90  
Total= \$635
  
- E. Coordinate with applicant to address items in review letter and issue an updated letter upon receipt of modifications:
  - Budget Assumption: 1 hours @ \$200/hr = \$200  
8 hours @ \$115/hr = \$920  
2 hours @ \$90/hr = \$180  
Total-\$1,300

**Task 3 Meeting Attendance**

- A. Participate in six (6) hearings/meetings with the Town of Medway Planning and Economic Development Board as outlined in the Proposed Public Hearing Schedule distributed at the Planning and Economic Development Board Public Meeting on 7/22/14.
  - Budget Assumption: 6 Meetings  
10 hours @ \$200/hr = \$2,000





### Cost

Our cost for the above Scope of Services will be on a time and expenses basis in accordance with Tetra Tech's and existing Town of Medway contract rates. Direct expenses will be billed at a fixed fee of three and a half (3.5) percent of labor costs. We suggest that you establish a budget identified below for these services, which will not be exceeded without your approval. Please be advised that this estimate is based on our current understanding of the Project needs and is for budget purposes only. The total cost of our services will depend greatly on the completeness and adequacy of the information provided.

The breakdown of this fee by task is as follows:

<b>Task</b>	<b>Task Description</b>	<b>Fee</b>
Task 1	Site Visit	\$460
Task 2	Design Review	\$4,605
Task 3	Meeting Attendances	\$2,000
	Labor Subtotal	<b>\$7,055</b>
	Expenses (3.5%)	\$247
<b>Total Fee</b>		<b>\$7,302</b>

### Schedule

We are prepared to begin work immediately upon receipt of this executed Proposal. We recognize that timely performance of these services is an important element of this Proposal and will put forth our best effort, consistent with accepted professional practice, to comply with the projects needs. We are not responsible for delays in performance caused by circumstances beyond our control or which could not have reasonably been anticipated or prevented

### General Terms and Conditions

This Proposal is subject to the existing Terms and Conditions signed by Tetra Tech and the Town of Medway. Should this proposal meet with your approval, please sign and return a copy to us for our files. Your signature provides full authorization for us to proceed. We look forward to working with you on this Project. Please contact us with any questions, or if you require additional information.



Very truly yours,

A handwritten signature in black ink, appearing to read 'S. Reardon', with a horizontal line extending to the right.

Sean P. Reardon, P.E.,  
Vice President

Date Approved by Medway Planning and Economic Development  
Board \_\_\_\_\_

Certified by: \_\_\_\_\_ Date \_\_\_\_\_  
Susan E. Affleck-Childs  
Medway Planning and Economic Development Coordinator

# **GPI** Greenman-Pedersen, Inc.

181 Ballardvale Street, Suite 202  
 Wilmington, Massachusetts 01887  
 Tel.: (978) 570-2999  
 FAX: (978) 658-3044

*An Equal Opportunity Employer*

To:	Medway Planning and Economic Development Board	Project:	Tri Valley Commons
	115 Village Street	Location:	72 Main Street
	Medway, MA 02053		Medway, MA
		Project No.:	MAX-2014087.00
Requested By:	Andy Rodenhiser Chairman of the Medway Planning and Economic Development Board	Date:	July 28, 2014
Prepared By:	John Diaz	Page:	1 of 2

**SCOPE OF SERVICES:**

Greenman Pedersen, Inc. hereinafter referred to as "the CONSULTANT" hereby proposes to provide professional services to the Medway Planning and Economic Development Board ("the CLIENT") in accordance with the Scope of Services as specified below and on attached pages. If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the Scope of Services and constitutes additional services, the CONSULTANT shall promptly notify the CLIENT in writing. Such changes mutually agreed upon by the CLIENT and the CONSULTANT shall be incorporated as written amendments to this Contract. All invoices shall be paid in full, by the CLIENT, prior to release of final instruments of service.

The CONSULTANT has prepared this Contract Agreement for traffic engineering and consulting services to undertake a peer review of the proposed Tri-Valley Commons development proposed along Route 109 in Medway, MA. Based on our understanding, the project consists of a proposed 22,558 s.f. mixed retail and restaurant site (6,800 s.f. automotive parts store, 6,258 s.f. automotive tire store, 9,500 s.f. mixed retail and restaurant) with access proposed through a new unsignalized intersection on Route 109.

The work services detailed within this Contract Agreement include review of all relevant documentation, conducting a site visit to assess field conditions and preparation of a summary memo outlining GPI's comments and findings. GPI will also attend three (3) meetings with the Town.

*SEE DETAILED SCOPE OF SERVICES ATTACHMENT FOR FURTHER DESCRIPTION*

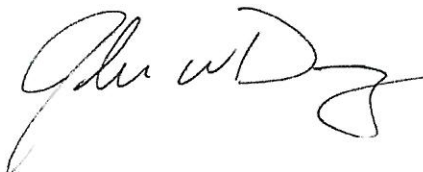
**FEES & SCHEDULE:**

The following table summarizes the costs, schedule, and payment method of the tasks described in this Contract. The schedule begins on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information to be provided to the CONSULTANT and is exclusive of delays caused by interim reviews.

Tasks		Estimated Fee	Schedule	Payment Method
1-3	Peer Review	\$6,800	1-2 Weeks	Lump Sum
4	Meetings and Follow-On Services	\$2,400	As Incurred	Time Card
	Reimbursable Expenses	\$500	As Incurred	Expense
TOTAL		\$9,700		

This proposal is deemed withdrawn by the CONSULTANT if not accepted by the CLIENT signing and returning a fully executed copy of this proposal within ten (10) days of the date written above, unless time for the CLIENT's acceptance is extended pursuant to a writing signed by the CONSULTANT. The General Terms and Conditions attached hereto are incorporated by reference as if fully set forth herein.

Reimbursable expenses incurred in conjunction with the performance of the work as described shall include, but are not limited to, data collection, travel, reproduction, telephone, materials and supplies, shipping, delivery, and postage. Reimbursable expenses will be invoiced separately, in accordance with the provisions of the attached General Terms and Conditions, and are in addition to and not included in the above labor fees.



\_\_\_\_\_  
GPI AUTHORIZATION

\_\_\_\_\_  
July 28, 2014

DATE

Please indicate that you understand and agree to the terms and conditions set forth herein by signing below:

\_\_\_\_\_  
PRINT NAME, TITLE, FULL CLIENT COMPANY NAME BELOW (As Applicable)

# Detailed Scope of Services

## **SCOPE OF SERVICES DETAILED DESCRIPTION:**

The CONSULTANT has prepared this Contract Agreement for traffic engineering and consulting services to undertake a peer review of the proposed Tri-Valley Commons development proposed along Route 109 in Medway, MA. Based on our understanding, the project consists of a proposed 22,558 s.f. mixed retail and restaurant site (6,800 s.f. automotive parts store, 6,258 s.f. automotive tire store, 9,500 s.f. mixed retail and restaurant) with access proposed through a new unsignalized intersection on Route 109.

The work services detailed within this Contract Agreement include review of all relevant documentation, conducting a site visit to assess field conditions and preparation of a summary memo outlining GPI's comments and findings. GPI will also attend three (3) meetings with the Town.

The following tasks area anticipated.

### **Task 1-Site Plan Review**

GPI will review proposed Tri Valley Commons site plan for compliance with Section 205-3 Traffic of the *Medway Site Plan Rules and Regulations*.

### **Task 2-Site Plan Review/Coordination with Route 109 Reconstruction Project**

GPI will:

1. Review proposed site plan for connectivity to and impact on the Route 109 Reconstruction Project.
2. Attend meetings with applicant and consultants to discuss possible conflicts.
3. Attend meetings with MassDOT as required
4. Review applicant proposals for access/egress modifications.
5. Review project impacts on traffic operations at the two adjacent signals: Holliston Street at Route 109 and Medway Shopping Center
6. Review proposed mitigation and lane configuration for Route 109 in the vicinity of the proposed site drive

### **Task 3-Site Plan Review - Tri Valley Commons Traffic Impact and Access Study**

GPI will review the traffic study and associated documentation provided by the applicant's traffic engineer for good engineering practice. The review will include the following:

1. Site visit to observe traffic patterns and roadway characteristics.
2. Review traffic information including existing count data, study limits, time periods, traffic volume assumptions, operational analysis and modeling assumptions, traffic safety analysis, impacts/mitigation.
3. Review proposed on-site circulation and pedestrian safety
4. Attend meetings and coordinate with applicant's traffic consultant (invoiced under Task 4)
5. Prepare review letter summarizing findings for presentation to PEDB.
6. Attend PEDB meeting when traffic study is presented and initial review letter is discussed (invoiced under Task 4).
7. Review additional submittals and prepare review letter
8. Attend a second PEDB meeting when the second review letter is discussed (invoiced under Task 4).

## Detailed Scope of Services

These Services shall be rendered under the general direction of the Chairman of the Planning and Economic Development Board AND the Planning and Economic Development Coordinator.

### Task 4 - Meetings

- GPI will prepare for and attend up to three (3) project meetings. These may include meetings with the proponent, town officials and/or town boards.

Meetings with the development team and local officials, as well as public presentations and assistance in technical or procedural aspects of the project may be required as the project proceeds. Services for meetings include coordination, preparation, travel, attendance, supporting graphics (when required), and documentation in the form of meeting notes (when requested). Such services will be provided at the request of the CLIENT.

An initial upset limit is included in this Contract Agreement for attendance at four (4) meetings, depending on the duration of the meetings, as well as project team conference calls and coordination. Meetings and follow-on services will be billed on a time and materials basis at the CONSULTANT's rates in effect at the time the work is performed (see *General Terms and Conditions – Fee Schedule* for current standard rates). Should additional services be needed and requested by the CLIENT beyond the initial upset limit, including responses to comments that may arise as part of the review process, the CONSULTANT will prepare a Contract Amendment that contains the scope of services, fee, and schedule required to complete the additional services.

## Susan Affleck-Childs

---

**From:** J. Samantha Gould, Esq. <jsamathagould@gmail.com>  
**Sent:** Friday, July 25, 2014 12:55 PM  
**To:** Susan Affleck-Childs  
**Cc:** whirl@rcn.com; Glenn Murphy; carl@rice  
**Subject:** Re: 4 Diane Medway - Lot Release Form  
**Attachments:** FORM I - Release of Covenantdonoghue.doc

Susan, Please accept this email as a formal request on behalf of my clients, James P. Donoghue and Elaine S. Donoghue, the owners of the property at 4 Diane Drive, Medway, MA, to schedule the attached Lot Release to be approved and signed by Planning Board on Tuesday Night, July 29th, 2014 and to have the instrument executed by the Planning Board. Please note, I inserted a line in the document "The Planning and Economic Development Board of the Town of Medway was formerly known as the Planning Board at the time of the execution of the original Covenant." as it is ambiguous to Release the Covenant otherwise. Please let me know if that is acceptable. When it has been executed, Jim Donoghue will come and pick it up. I thank you very much in advance for your assistance and cooperation in this matter. If you need anything else from me, please let me know.

On Fri, Jul 25, 2014 at 9:36 AM, Susan Affleck-Childs <[sachilds@townofmedway.org](mailto:sachilds@townofmedway.org)> wrote:

Good morning Jim,

Attached is the template for the lot release.

Please complete and forward to me in electronic format along with a cover explanatory letter.

Cheers.

*Susy Affleck-Childs*

Susan E. Affleck-Childs

Medway Planning and Economic Development Coordinator

508-533-3291

155 Village Street



Medway, MA 02053

Town of Medway – *A Massachusetts Green Community*

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**From:** [whirl@rcn.com](mailto:whirl@rcn.com) [mailto:[whirl@rcn.com](mailto:whirl@rcn.com)]

**Sent:** Friday, July 25, 2014 8:55 AM

**To:** Susan Affleck-Childs

**Cc:** [jsamathagould@gmail.com](mailto:jsamathagould@gmail.com); Glenn Murphy; carlmrice

**Subject:** 4 Diane Medway - Lot Release Form

Hi Susan,

It was a pleasure meeting you this morning and I want to thank you again for helping out on our lot release paper work.

As discussed, for the lot release of 4 Diane Drive - the following must take place:

- o Request Lot Release Form from Medway Planning & Economic Development Office - Jim (This Email)
- o Schedule Lot Release to be approved and signed by Planning Board (Tuesday Night - 29th) - Susan
- o Send electronic Lot Release Form - July 25th - TO: Samatha & cc: Jim - Susan
- o Complete Lot Release Form for planning board meeting and Email back TO: Susan cc: Jim, Carl, Glenn - Samatha
- o Get planning board signatures on Lot Release form - Tuesday Night - July 29th - Susan

- o Pick up signed Lot Release form from Susan - Wednesday Morning - 8:00 AM - Jim
- o Deliver Lot Release Form (Original) to Glenn Murphy - Wednesday Morning - 8:30 AM - Jim

Thanks to all.

Regards,  
Jim

**Jim Donoghue - Seller**

4 Diane Drive  
Medway, MA  
508.395.4422

**J. Samatha Gould - Seller's Attorney**

Gould Law Offices  
P. O. Box 752 - 311 Great Road  
Littleton, Ma 01460  
Ph: 978-486-9566  
Fax: 978-486-9434  
J. Samatha Gould <[jsamathagould@gmail.com](mailto:jsamathagould@gmail.com)>

**Susan E. Affleck-Childs**

Planning & Economic Development Coordinator  
155 Village Street  
Medway, MA 02053  
Phone: 508.533.3291  
[saffleckchilds@townofmedway.org](mailto:saffleckchilds@townofmedway.org)

**Glenn Murphy - Buyer's Attorney**

[glennmurphy@verizon.net](mailto:glennmurphy@verizon.net)

**Carl Rice - Seller's Agent**

[carlrice@verizon.net](mailto:carlrice@verizon.net)

--

J. Samatha Gould, Esq.,

GOULD LAW OFFICES  
311 Great Road  
P. O. Box 752  
Littleton, MA 01460  
Tel: 978-486-9566  
Fax: 978-486-9833

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Thank you.

**Release of Restrictive Covenant**

**Planning & Economic Development Board – Town of Medway, MA**

We, the undersigned members, being a majority of the Planning & Economic Development Board of the Town of Medway, Norfolk County, Massachusetts, hereby certify on this date that Lot 2 on a plan entitled Subdivision Plan of Section II Country View Estates in Medway, MA, Owner and Developer: Northside Development Corp., Maple Street, Franklin, Mass. Scale 1"=40'; dated June 2, 1980; September 9, 1981; January 30, 1982; June 25, 1982; William Rossetti R.L.S., Franklin, Mass. , which is recorded with the Norfolk County Registry of Deeds as Plan Number 15C of 5 of 1983 in Plan Book 300, to which reference may be had for a more particular description, is hereby released from the terms, provisions and conditions as to sale and building thereon as set forth in a Covenant between the Medway Planning and Economic Development Board and Marguerite Building Corp. dated November 9, 1982 and recorded with the Norfolk County Registry of Deeds in Book 6101, Page 607. The Planning and Economic Development Board of the Town of Medway was formerly known as the Planning Board at the time of the execution of the original Covenant.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Signatures of a majority of the members of the Planning & Economic Development Board of the Town of Medway:*

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

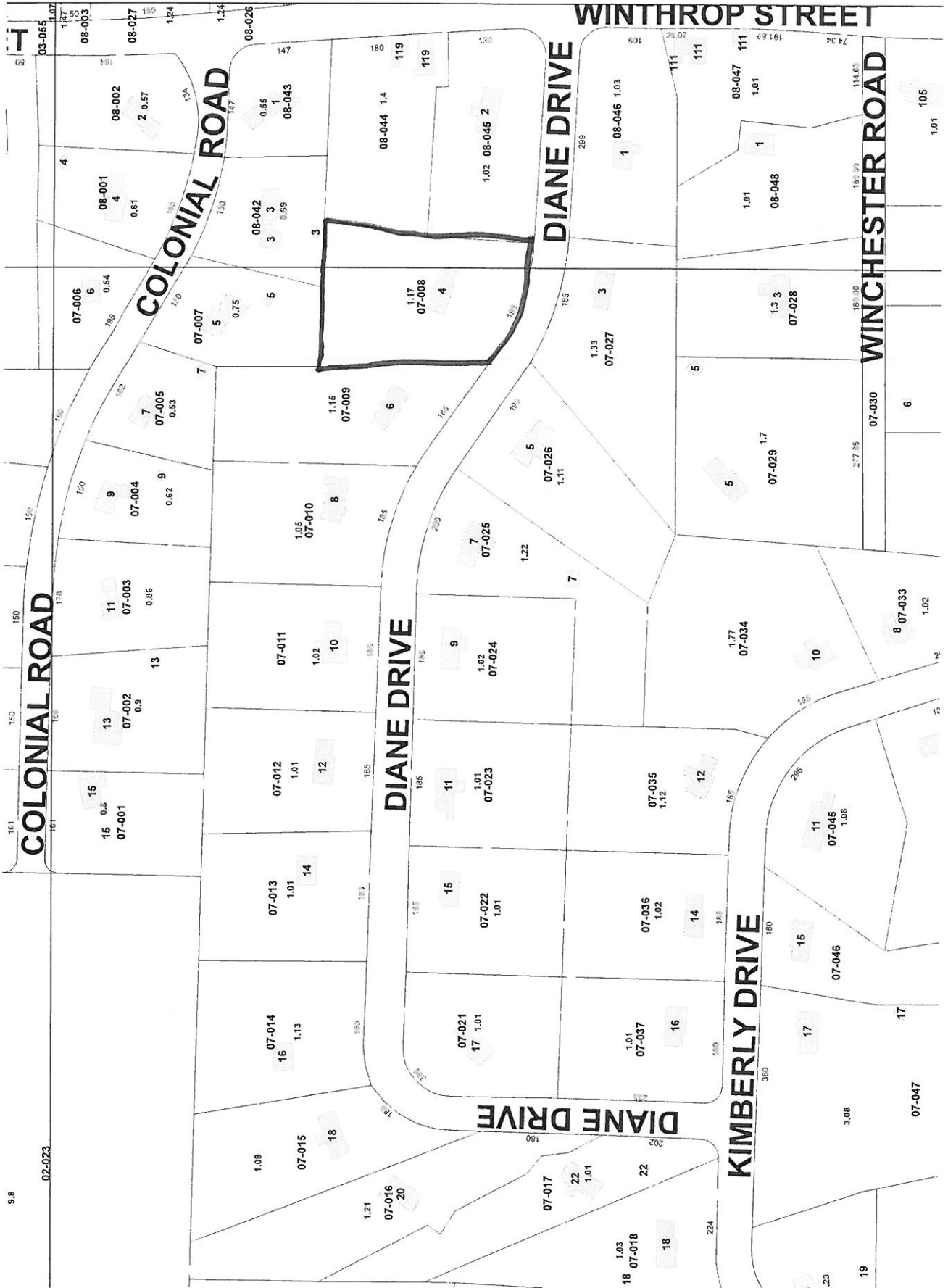
**COMMONWEALTH OF MASSACHUSETTS**

Norfolk County, SS. \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_

\_\_\_\_\_  
members of the Medway Planning and Economic Development Board, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License and personal knowledge to be the persons whose names are signed on the above document, and acknowledged to me that they signed it voluntarily and for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:



## FY 14 PEDB Revenues

Date	Type	Project	Amount	Notes
<b>FILING FEES - General Fund</b>				
7/15/2013	Filing Fee	Cumberland Farms Site Plan	\$ 1,878.25	
7/15/2013	Filing Fee	Cumberland Farms Special Permit	\$ 500.00	
10/10/2013	Filing Fee	146 Main (Steinhoff) - AUOD Special Permit modification	\$ 250.00	
10/25/2013	Filing Fee	133 Milford/Murphy Insurance Site Plan Modification	\$ 500.00	
11/25/2013	Filing Fee	Millstone Village ARCPUD	\$ 1,000.00	
11/25/2013	Filing Fee	Millstone Village ARCPUD	\$ 3,500.00	
12/12/2013	Filing Fee	Medway Manor/Peters ANR	\$ 150.00	
2/25/2014	Filing Fee	Fern Path/Narducci ANR	\$ 150.00	
3/6/2014	Filing Fee	Millstone Village/McCall ANR	\$ 100.00	
3/26/2014	Filing Fee	Millstone Village/McCall ANR	\$ 350.00	
4/16/2014	Filing Fee	70-76 Oakland/Peters ANR	\$ 160.00	
5/12/2014	Filing Fee	Lawrence Waste Site Plan Modification	\$ 500.00	
5/14/2014	Filing Fee	123 Main/Steves ANR	\$ 350.00	
5/27/2014	Filing Fee	157 Main - Learning Tree Center Site Plan	\$ 1,738.00	
6/24/2014	Filing Fee	Medway Gardens Site Plan	\$ 1,218.00	
			<b>\$ 12,344.25</b>	
<b>CONSTRUCTION OBSERVATION FEES - REVOLVING FUND</b>				
7/11/2013	Construction Observation	Aplegate Subdivision	\$ 8,883.21	
7/22/2013	Construction Observation	Williamsburg OSRD	\$ 5,444.00	
10/9/2013	Construction Observation	Charles River Village OSRD	\$ 8,538.75	
2/27/2014	Construction Observation	Cumberland Farms	\$ 20,389.50	
4/29/2014	Construction Observation	Summer Valley Lane	\$ 2,700.00	
5/27/2014	Construction Observation	Bay Oaks subdivision	\$ 5,295.06	
6/26/2014	Construction Observation	Mayland Woods subdivision	\$ 6,500.00	
			<b>\$ 57,750.52</b>	

Date	Type	Project	Amount	Notes
<b>PLAN REVIEW FEES - REVOLVING FUND</b>				
8/5/2013	Plan Review	Cumberland Farms Site Plan	\$ 10,510.00	
8/29/2013	Plan Review	Tri Valley Commons Site Plan	\$ 11,113.52	
9/11/2013	Plan Review	Applegate Subdivision Modification	\$ 1,175.00	
10/25/2013	Plan Review	133 Milford - Murphy Insurance site plan modification	\$ 1,000.00	
10/30/2013	Plan Review	Hill View Estates Subdivision	\$ 1,819.50	
11/25/2013	Plan Review	Millstone Village ARCPUD	\$ 2,500.00	
11/21/2013	Plan Review	Cumberland Farms Site Plan	\$ 8,742.35	
12/2/2013	Plan Review	133 Milford - Murphy Insurance site plan modification	\$ 2,615.00	
12/12/2013	Plan Review	Medway Manor/Peters ANR	\$ 100.00	
12/12/2013	Plan Review	Millstone Village ARCOUD	\$ 8,490.00	
2/25/2014	Plan Review	Fern Path/Narducci ANR	\$ 100.00	
3/4/2014	Plan Review	Cumberland Farms Site Plan	\$ 7,500.00	
3/11/2014	Plan Review	Tri Valley Commons Site Plan	\$ 2,500.00	
3/26/2014	Plan Review	Millstone Village/McCall ANR	\$ 100.00	
4/16/2014	Plan Review	70-76 Oakland/Gianetti ANR	\$ 90.00	
5/12/2014	Plan Review	Lawrence Waste Site Plan modification	\$ 1,000.00	
5/14/2014	Plan Review	123 Main/Steeves ANR	\$ 100.00	
5/27/2014	Plan Review	157 Main/Learning Tree Center Site Plan	\$ 1,000.00	
5/27/2014	Plan Review	Lawrence Waste Site Plan Modification	\$ 1,535.00	
5/27/2014	Plan Review	Bay Oaks subdivision	\$ 846.41	
6/24/2014	Plan Review	Medway Gardens Site Plan	\$ 500.00	
6/24/2014	Plan Review	157 Main/Learning Tree Center Site Plan	\$ 2,391.00	
6/25/2014	Plan Review	Millstone Village ARCPUD	\$ 1,856.48	
			\$ 67,584.26	
7/29/2014	fhl & sac			



TETRA TECH

**Bond Value Estimate**  
**Bay Oaks**  
**A 4 Lot Single Family residential Subdivision**  
**Medway, Massachusetts**  
 July 29, 2014

One Grant Street  
 Framingham, MA 01701  
 Tel 508.903.2000 Fax 508.903.2001

DESCRIPTION	QUANTITY	UNIT	UNIT COST	ENGINEERS ESTIMATE
Excavation	290	CY	\$25.00	\$7,250
Top Course - 1-1/2" Depth (Roadway)	51	TON	\$120.00	\$6,120
Binder Course - 2-1/2" Depth (Roadway)	85	TON	\$70.00	\$5,950
Dense Grade Crushed Stone	65	CY	\$55.00	\$3,575
8" Processed Gravel Subbase	130	CY	\$32.00	\$4,160
Misc. Drainage	1	LS	\$2,500.00	\$2,500
Loam	20	CY	\$45.00	\$900
Seeding	250	SY	\$1.00	\$250
Private Utilities	1	LS	\$8,000.00	\$8,000
Signage	1	LS	\$600.00	\$600
Pavement Markings	1	LS	\$250.00	\$250
Retention Basin	1	LS	\$5,000.00	\$5,000
Tree Removal	1	LS	\$3,000.00	\$3,000
2 year Snow Plowing	251	LF/YR	\$2.50	\$628
2 year Road Maintenance	251	LF/YR	\$2.00	\$502
2 year Drainage Maintenance	251	LF/YR	\$2.00	\$502
As-built Plans	251	LF	\$5.00	\$1,255
<b>Subtotal</b>				\$43,192
<b>25% Contingency</b>				\$10,798
<b>Total</b>				\$53,989

Notes:

1. Unit prices are taken from the latest information provided on the Mass DOT website. They utilize the Mass DOT weighted bid prices (Combined - All Districts) for the time period 7/2013 - 7/2014.



## LAW OFFICES OF JERRY C. EFFREN

Jerry C. Effren  
-----

Andrea W. McCarthy  
Glenn R. Kramer\*

\*Also Admitted in New York

Paralegals  
-----

Margaret L. Burchard  
Karen Corinna

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

July 22, 2014

Susan E. Affleck-Childs  
Medway Planning and Economic Development Coordinator  
508-533-3291  
155 Village Street  
Medway, MA 02053

**RE: MODIFIED SUB-DIVISION PLAN OF BAY OAKS**

Dear Ms. Affleck-Childs

As discussed in our recent telephone conversation, our office will be representing Andy Rodenhiser on a going forward basis with respect to the above referenced Sub-division. Andy had requested that we record the recently endorsed Modified Sub-division Plan, Certificate of Approval and Covenant. Incidental to that assignment and performance of the necessary title work in connection therewith, we noticed and carefully reviewed the Definitive Plan for this Sub-division already recorded at Plan Book 617, Page 8 of 2012. We noticed the changes in the recently endorsed Plan, all in accordance with the issued Certificate of Approval, and were concerned that that there was no clear document which indicated that the prior Plan was intended to be a nullity upon the recording of the endorsed Plan. My inquiries to my title company and my review of Chapter 41 of the General Laws did not provide me with sufficient comfort to record the endorsed Plan as is.

I have instructed the engineer to prepare clean mylars for re-endorsement. The substituted plan, to be entitled "Modified Definitive Subdivision of Bay Oaks", so as to specifically conform to the Certificate of Approval issued by the Board, revised as of July \_\_2014, will contain a Note on page 1 stating "Upon recording, this Plan will supersede in its entirety that certain plan entitled Definitive Subdivision Plan "Bay Oak", Medway Massachusetts recorded in Plan Book 617, Page 8. Recording of the Plan with these simple modifications will remove any doubt as to exactly what Plan governs this Land for all purposes.

As an additional matter, I request that the Board consider modification to its standard

Susan E. Affleck-Childs  
July 22, 2014  
Page 2 of 2

Subdivision Covenant. The request is to exclude Lot 4, the lot containing the already existing single-family home, from the covenant. The reason is that Lot 4 does not now depend at all on the subdivision way to be constructed for its legal frontage and that adding such lot for security purposes is not necessary to ensure completion of the sub-division improvements. Lot 4 shall remain a subdivision lot for all other purposes. I hope the Board would give such request favorable consideration.

As requested, I have attached in both highlighted and clean format the Coveant showing the proposed change as well as the language which you requested be changed in the Preamble.

Please feel free to contact me with any questions you may have.

Very truly yours,

**LAW OFFICES OF JERRY C. EFFREN**

  
Jerry C. Effren

cc. Andy Rodenhiser



TETRA TECH

Bond Value Estimate

Bay Oaks

A 4 Lot Single Family residential Subdivision

Medway, Massachusetts

July 29, 2014

One Grant Street  
Framingham, MA 01701  
Tel 508.903.2000 Fax 508.903.2001

DESCRIPTION	QUANTITY	UNIT	UNIT COST	ENGINEERS ESTIMATE
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Binder Course - 2-1/2" Depth (Roadway)	85	TON	\$70.00	\$5,950
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2 year Drainage Maintenance	251	LF/YR	\$2.00	\$502
As-built Plans	251	LF	\$5.00	\$1,255
<b>Subtotal</b>				\$43,192
<b>25% Contingency</b>				\$10,798
<b>Total</b>				\$53,989

Notes:

1. Unit prices are taken from the latest information provided on the Mass DOT website. They utilize the Mass DOT weighted bid prices (Combined - All Districts) for the time period 7/2013 - 7/2014.

# LAND SUBDIVISION

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## ***Performance Secured by Surety Agreement Planning & Economic Development Board – Town of Medway, MA***

This Surety Agreement is entered into this 29<sup>th</sup> day of July, 2014, between the Town of Medway, acting through its Planning and Economic Development Board, with an address of 155 Village ST, Medway, MA 02053 (hereinafter referred to as "the Board"), and Andrew S. Rodenhiser with an address of 104 Fisher ST, Medway, Massachusetts (hereinafter referred to as the "Owner"), and

\_\_\_\_\_ a corporation duly organized and existing under the laws of the state of \_\_\_\_\_, licensed and registered to do business in the Commonwealth of Massachusetts, and with a usual place of business and address of \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to "Surety"), to secure the construction of ways and installation of municipal services in the subdivision of land shown on an approved subdivision plan described below, in accordance with General Laws Chapter 41 Section 81U, and all other applicable provisions of the Subdivision Control Law and General Laws.

WHEREAS, on October 23, 2012, after a duly noticed public hearing, the Board approved a Certificate of Action approving a MODIFIED definitive subdivision plan showing four house lots and an extension of Dover Lane, which is entitled Modified Definitive Subdivision Plan "Bay Oaks" Medway, Massachusetts prepared by GLM Engineering Consultants, Inc., originally dated May 18, 2012, and last revised July 28, 2014 to be recorded herewith at the Norfolk County Registry of Deeds.

WHEREAS, the approved MODIFIED Subdivision Plan shows the division of a parcel of land located at 104 Fisher Street, Medway, MA, (hereinafter referred to as the "Subdivision") and further described in a deed or deeds dated June 22, 2011 and recorded in the Norfolk County Registry of Deeds in Book 28926 Page 503.

WHEREAS, the Board is required by G.L. c. 41 §81U to secure the construction of ways and installation of municipal services in the subdivision before endorsing its approval on an approved definitive subdivision plan.

WHEREAS, the Owner has decided to secure the construction of the extension of Dover Lane and the installation of municipal services in the subdivision by means of a SURETY BOND in the penal sum of fifty-three thousand, nine hundred and eighty-nine 89 dollars.

NOW, THEREFORE, the parties agree as follows:

1. The Owner and Surety hereby bind and obligate themselves, their executors, administrators, devisees, heirs, successors and assigns to the Town of Medway in the sum of \$53,989, and have secured this obligation by means of a SURETY

BOND to be used to secure the performance by the Owner of all covenants, conditions, agreements, terms and provisions contained in the following: the Subdivision Control Law (G.L. c. 41 §§ 81K-81GG); the Board's *Rules and Regulations for the Review and Approval of Land Subdivisions*; the application submitted for approval of this subdivision; the Board's Certificate of Action and all conditions of approval of this subdivision as set forth in the Certificate of Action dated October 23, 2012, the recommendations of the Board of Health; the approved Subdivision Plan; all conditions subsequent to approval of this subdivision due to any amendment, modification or revision of the Subdivision Plan; all of the provisions set forth in this Agreement and any amendments thereto; and the following additional documents: \_\_\_\_\_ (hereinafter the "Approval Documents").

2. The Surety shall deliver a surety bond in a form acceptable to the Board to the Treasurer of the Town of Medway, at the time of the execution of this agreement, in the amount of \$53,989 for purpose of securing construction of ways and installation of municipal services in the subdivision.

3. The Owner shall complete the construction of ways and the installation of municipal services no later than three years from the date of the endorsement of the Subdivision Plan. The Subdivision Plan was endorsed on July 29, 2014, and therefore the required completion date is July 29, 2017.

4. Upon completion of all obligations as specified herein on or before the required completion date, or such later date as may be specified by vote of the Board with the concurrence of the Owner, the Board shall release the Owner and Surety from this surety agreement.

5. In the event the Owner should fail to complete the construction of ways and installation of municipal services as specified in the Approval Documents and within the time herein specified, the Board may apply the bond held by the Treasurer of the Town of Medway, in whole or in part, for the benefit of the Town of Medway to the extent of the reasonable costs to the Town of Medway to complete the construction of ways and installation of municipal services as provided in this agreement. Any portion of the bond that is not applied as set forth above, shall be returned to the Surety upon completion of the construction of ways and installation of municipal services by the Town of Medway.

6. The Board may rescind approval of the Subdivision Plan for breach of any provision of this Agreement or any amendments thereof. Such rescission shall be in accordance with G.L. c. 41 §81W.

7. The Board, at its discretion, may grant an extension of time and/or reduce the penal amount of the bond and notify the Owner, the Surety and the Treasurer of the Town of Medway of any authorized adjustment.

8. The Owner and Surety agree and understand that the Board will not release this surety bond in full until the ways and municipal services have been deemed by the Board to be constructed and installed in accordance with this agreement, which shall include demonstration of adequate construction and installation for six

months prior to said release. This agreement does not expire until the Board releases the surety bond in full.

9. Failure to complete construction of the ways and installation of the municipal services by the required completion date shall result in automatic rescission of approval of the Subdivision Plan.

10. If a court of competent jurisdiction determines that any provision of this agreement is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**TOWN OF MEDWAY  
PLANNING & ECONOMIC DEVELOPMENT BOARD**

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

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared the Members of the Medway Planning and Economic Development Board, \_\_\_\_\_

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

proved to me through satisfactory evidence of identification, which was (personal knowledge) (Massachusetts driver's license), to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER**

By: \_\_\_\_\_  
Andrew S. Rodenhiser

Title/Position: Owner

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared the above-named Andrew S. Rodenhiser, Owner or person duly authorized to execute this surety agreement on behalf of the Owner, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that it was signed voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



**SURETY COMPANY**

By: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Organization: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_, representative of the Surety, who is a person duly authorized to execute this surety agreement on behalf of the surety, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ to be the person whose name is signed on the preceding document, and acknowledged to me that it was signed voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_