

**Tuesday, December 23, 2021**  
**Medway Planning and Economic Development Board**  
**Medway, MA 02053**

**VIRTUAL MEETING**

<b>Members</b>	<b>Bob Tucker</b>	<b>Tom Gay</b>	<b>Matt Hayes</b>	<b>Rich Di Iulio</b>	<b>Jessica Chabot</b>
<b>Attendance</b>	<b>X via Zoom</b>	<b>Absent with Notice</b>	<b>X via Zoom</b>	<b>X via Zoom</b>	<b>X via Zoom</b>

**ALSO PRESENT:**

- Susy Affleck-Childs, Planning and Economic Development Coordinator

Chair Hayes called the meeting to order at 9:03 a.m. Board members introduced themselves.

**Red Gate Subdivision – Authorization to Release Performance Security and Execute Mutual Release Document**

The Board is in receipt of the following document: (**See Attached**)

- Mutual Release document between the PEDB and Red Gate Realty Trust

A motion was made by Jess Chabot, and seconded by Richard Di Iulio to approve and execute the mutual release for Redgate Subdivision dated December 23, 2021 as approved by Town Counsel, and further to release the Town's interest in the surety for the Redgate Subdivision and return the deposit of money to the developer. The motion was approved unanimously by roll call vote.

**Roll Call Vote:**

<b>Jessica Chabot</b>	<b>aye</b>
<b>Matt Hayes</b>	<b>aye</b>
<b>Bob Tucker</b>	<b>aye</b>
<b>Rich Di Iulio</b>	<b>aye</b>

**Discussion of Vacancy on PEDB Resulting from Andy Rodenhiser's Resignation**

Member Chabot reported she had talked with two people about serving on the PEDB to fill the vacancy created by the recent resignation of Andy Rodenhiser. One individual is Sarah Raposa. Sarah is the Town Planner in Medfield and serves on the Medway's Master Plan and Capital Improvements Committees. Sarah is very interested in the position and would like to be appointed. Ms. Chabot also mentioned Brian Cowan. Brian is currently a member of the Finance Committee; he was previously a member of the Open Space Committee and the Zoning Board of Appeals. He has interest in serving on the PEDB, but feels he would probably want to finish out his term on the Finance Committee before doing so.

Board members expressed an interest in meeting Ms. Raposa and asked Susy Affleck-Childs to invite Sarah to attend the January meeting so they could meet her. It was noted that filling the vacancy is a joint appointment by the PEDB and the Select Board.

Susy Affleck-Childs was directed to formally notify the Select Board of the vacancy.

### **Other Items:**

Member Chabot asked about PEDB meetings in January; she would like to have those as virtual meetings instead of in-person meetings. Members decided to wait until after the holidays to decide how to handle January meetings.

Member Chabot reminded members of the joint meeting with the Master Plan Committee and the Select Board on Monday, January 10<sup>th</sup> regarding the Master Plan Phase II report – Vision and Goals and asked them to plan to attend.

The Board was also informed that there will be a joint meeting with the Select Board on Monday, January 3, 2022, in Executive Session, to discuss pending litigation resulting from the recently filed appeal of the Medway Place site plan decision to Land Court.

### **Housing Production Plan Update**

The Board was encouraged to review the revised draft Housing Production Plan that has been prepared by consultant Jennifer Goldson with a task force comprised of members of the Affordable Housing Trust and Committee along with Matt Hayes and Susy Affleck-Childs. Susy noted that she had emailed it to members earlier in the day. Members were informed that there will be a joint meeting with the Select Board on Tuesday, January 18<sup>th</sup> for a presentation on the Housing Production Plan. It was noted that the HPP has to be approved by both the Select Board and the Planning and Economic Development Board before it is submitted to the MA Department of Housing and Community Development.

### **Adjourn:**

**On a motion made by Jessica Chabot, seconded by Rich Di Iulio, the Board voted by roll call to adjourn the meeting.**

### **Roll Call Vote:**

<b>Jessica Chabot</b>	<b>aye</b>
<b>Matt Hayes</b>	<b>aye</b>
<b>Bob Tucker</b>	<b>aye</b>
<b>Rich Di Iulio</b>	<b>aye</b>

The meeting was adjourned at 9:27 a.m.

Prepared by,

Susan E. Affleck-Childs  
Planning and Economic Development Coordinator

## **MUTUAL RELEASE OF CLAIMS**

1. This Mutual Release of Claims ("Release") is made as of \_\_\_\_\_, 2021 by Jonathan M. Bruce and Robert P. Grant, Trustees of the Red Gate Estates Realty Trust u/d/t November 3, 1987 (the "Trustees") recorded in the Norfolk Registry of Deeds in Book 7790, Page 652, and the Town of Medway, acting by and through its Planning and Economic Development Board, a municipal corporation with an address of Town Hall, 155 Village Street, Medway, Massachusetts (the "Town"), and their respective heirs, successors, and assigns, on all of whom this Release shall be binding.

2. For and in consideration of:

(A) the release of \$ \_\_\_\_\_, the security held by the Planning and Economic Development Board for the completion of the roads and infrastructure in the Red Gate Estates subdivision, Medway, Massachusetts (the "Bond") being the balance of the total sum held in Rockland Trust Bank, Account Number XXX8586; and

(B) the conveyance of Lot 1 together with a drainage easement as shown on a "Subdivision Plan of Land In Medway, Mass. Red Gate Estates" recorded in said Registry as Plan 613 of 1987 (the "Plan"), meaning to convey the fee and all their right, title and interest in Lot 1, and said drainage easement, known and numbered as 2 Redgate Drive in Medway, Norfolk County, Massachusetts to the Town, by delivery of an executed Quitclaim Deed in a form acceptable to Medway Town Counsel, from the Trustees as grantors to the Town as grantee; and

(C) the conveyance of Hay Field Road (a/k/a/ Field Road), Briar Lane, Bramble Patch Way (a/k/a) Bramble Road, Red Gate Drive (a/k/a Redgate Drive) and Fern Path together with all drainage easements thereon as shown on the Plan (collectively, the "Roads") meaning to convey the fee and all their right, title and interest in the Roads, and drainage easements thereon in Medway, Norfolk County, Massachusetts to the Town, by delivery of one or more executed Quitclaim Deeds in a form acceptable to Medway Town Counsel, from the Trustees as grantors to the Town as grantee,

the receipt and sufficiency of which are hereby acknowledged, the Trustees hereby release and discharge the Town and its officers, employees and agents, insurers, and each of their respective successors and assigns, of and from any and all debts, claims, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and liabilities of any kind, name or nature whatsoever which it now has or may have upon or against the Town arising out of or resulting from or relating to the Bond and each agree to forever waive any and all claims thereon; and

the Town hereby releases and discharges the Trustees and their employees, agents, insurers, and each of their respective successors and assigns, of and from any and all debts, claims, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and liabilities of any kind, name or nature whatsoever which it now has or may have arising out of or resulting from or relating to the construction of the Roads and Lot 1 in Medway, Massachusetts.

3. The Trustees and the Town each understand and acknowledge that this Release is to compromise and terminate any and all claims arising out of the said Roads and Lot 1 and any and all damages, expenses and any loss or injury whatsoever, known or unknown, in any way relating to the Roads and Lot 1 including any conveyance thereof occurring before or after the date of his release.

4. The undersigned state and agree that they have carefully read the foregoing Release and know the contents hereof, and sign this release as their own free act and deed as Trustees and as members of the Planning and Economic Development Board of the Town of Medway.

5. The Trustees and the Town each represent and warrant that they have had the opportunity to review this Release and has had the advice of counsel prior to executing this Release, and that his signature of this Release is their free act and deed.

6. This Release shall be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts, without resort to conflict of laws principles.

(Remainder of page intentionally left blank. Signature pages follow.)

IN WITNESS WHEREOF, the undersigned Jonathan M. Bruce, Trustee of the Red Gate Estates Realty Trust signed, acknowledged and delivered this Mutual Release of Claims on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jonathan M. Bruce, Trustee of the  
Red Gate Estates Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Jonathan M. Bruce, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Red Gate Estates Realty Trust.

\_\_\_\_\_, Notary Public  
My Commission Expires:

IN WITNESS WHEREOF, the undersigned Robert P. Grant, Trustee of the Red Gate Estates Realty Trust signed, acknowledged and delivered this Mutual Release of Claims on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Robert P. Grant, Trustee of the  
Red Gate Estates Realty Trust

STATE OF FLORIDA

County of \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Robert P. Grant, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Red Gate Estates Realty Trust.

\_\_\_\_\_, Notary Public  
My Commission Expires:

IN WITNESS WHEREOF, the undersigned Planning and Economic Development Board signed, acknowledged and delivered this Mutual Release of Claims on this \_\_\_\_ day of \_\_\_\_\_, 2021.

TOWN OF MEDWAY

By its Planning and Economic Development Board

\_\_\_\_\_  
Matthew J. Hayes, P.E., Chair

\_\_\_\_\_  
Robert K. Tucker, Vice-Chair

\_\_\_\_\_  
Richard Di Iulio, Clerk

\_\_\_\_\_  
Jessica Chabot, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary

Public, personally appeared \_\_\_\_\_

\_\_\_\_\_,  
members of the Medway Planning and Economic Development Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, 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 on behalf of the Town of Medway.

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

My Commission Expires: