

Board Members
Glenn Trindade Chair
Frank Rossi, Vice-Chair
Todd Alessandri, Clerk
Dennis Crowley, Member
Maryjane White, Member



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

TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

SELECT BOARD

Select Board Meeting

April 1, 2024, 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

Amended

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Recognition of Medway Fire and Police Staff for March 25, 2024 Call Response
- Public Comments

Other Business

1. Approval of Minutes: March 13, 2024
2. Appointment Considerations:
 - a. Agricultural Committee (2) – Carl Rice, Deb Rossi
 - b. Cultural Council (2) – Sibbi Maruthu, Thiru Munisamy
3. Appointment of BCK Law as Special Counsel for Battery Energy Storage Project
4. Consideration of Public Event Permit Application: Ride for Food – October 6, 2024
5. Contract Approval: Lorusso Construction for Highway Materials and Services – Not to Exceed \$100,000
6. Glen Brook Way – Review and Approve Amended and Restated Master Subordination Agreement
7. **Vote: Re-open May 13, 2024 Annual Town Meeting Warrant, Add Fire Apparatus Borrowing Authorization Article, Close Warrant**
8. Discussion/Vote Recommendations: May 13, 2024, Special and Annual Town Meeting Warrants
9. Discussion/Vote: Non-binding Ballot Question on Annual Election Ballot Relative to MBTA Zoning Requirements
10. Discussion/Vote: Indigenous Peoples' Day Committee Charge
11. Action Items from Previous Meeting
12. Town Manager's Report
13. Select Board Reports

For more information on agenda items, please visit the Select Board's page at www.townofmedway.org

Upcoming Meetings, Agenda and Reminders

April 16, 2024 - Regular Meeting (Holiday Week)

May 6, 2024, Regular Meeting

Members of the public may watch the meeting on:

- Medway Cable Access - Channel 6 on Comcast Cable
- Medway Cable Access - Channel 35 on Verizon Cable
 - <https://www.facebook.com/medwaycable/>
- <https://livestream.com/medwaycableaccess/selectboard>

Recognition of Medway Fire and Police Staff for March 25, 2024, Call Response

Associated back up materials attached:

- *Description of Incident from Fire Chief Lynch*
- *Commendation letters from Fire Chief Lynch and Town Manager Boynton*



44 MILFORD STREET
MEDWAY, MA 02053

TOWN OF MEDWAY

FIRE DEPARTMENT

JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
FAX: (508) 533-3254

On Monday, March 25, 2024, at 1109 AM, police and fire department assets were dispatched to a report of a man down but still breathing. Dispatcher Gary Grenier initiated Emergency Medical Dispatching and determined the man required Cardio Pulmonary Resuscitation. A civilian on the scene, Mr. Fred Paulette Jr., initiated CPR. Shortly after, police department officers arrived and took over CPR and placed the patient on an Automated External Defibrillator. The shock failed to convert the rhythm to a palpable rhythm. Upon arrival of fire department personnel Advanced Life Support measures were immediately started. Paramedics took over CPR, including securing an airway, and hooked the patient onto the fire department heart monitor/defibrillator. The patient was in a shockable rhythm and a shock was delivered. Although the patient briefly converted to a sinus bradycardic rhythm, it failed to produce pulses and quickly converted back to a shockable rhythm. As CPR continued other paramedics began administering IVs and cardiac drugs. The patient was once again shocked into a sinus bradycardic. This time the rhythm increased and the patient regained consciousness.

By the time the patient was transferred to a stretcher he was talking coherently to fire and police personnel. Advanced Life Support efforts continued to the hospital where the patient is reported to be in stable condition.

This incident is proof bystander CPR works, dispatchers are absolutely vital links to help first responders do their job as efficiently as possible, and the dedication, training, and teamwork provided by our police and fire departments is second to none.



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
Fax (508) 321-4988
Email: mboynton@townofmedway.org

Town Manager
Michael E. Boynton

To: Chief Jeffrey Lynch

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

I wanted to take a moment to commend you on your outstanding efforts that clearly contributed to live saving actions of a male patient in cardiac arrest on March 25, 2024. Your quick thinking and reliance on your training, as well as your dedication and passion for helping others clearly helped to revive the victim on scene and result in an outstanding outcome.

You can be very proud of your efforts, and your solid work played a huge part in saving the life of this patient and is highly commendable. On behalf of the Town of Medway, I thank you for all that you do and for a job very well done!

Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File



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FIRE DEPARTMENT

JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
FAX: (508) 533-3254

March 26, 2024

Mr. Fred Paulette Jr.
14 Pleasant Park
Millis, MA 02054

Mr. Paulette,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

This is proof that bystander CPR saves lives. Emergency personnel train rigorously to be prepared for instances such as this but hope they never have to utilize these skills. It is very clear that the individuals involved in this call have prepared well. Had it not been for the actions of the civilian who initiated CPR, the dispatcher giving precise direction, arriving police officers delivering high quality CPR, followed by superior ALS by firefighters, I have no doubt this patient's medical emergency would have been fatal.

Far too often we arrive on the scene of an incident and find no one has taken action to render aid, mostly because they do not know what to do. The fact that you were willing to get involved saved a life. Thank you! I am proud of you.

Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board
Chief Kingsbury



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JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
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March 26, 2024

Dispatcher Gary Grenier
Medway Fire Department
44 Milford Street
Medway, MA 02053

Dispatcher Grenier,

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Your actions speak well of you personally and professionally and of the caliber of service our public safety departments provide to the residents and visitors of Medway. I am proud of you.

Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board
Chief Kingsbury



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155 Village Street
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Phone (508) 533-3264
Fax (508) 321-4988
Email: mboynton@townofmedway.org

Town Manager
Michael E. Boynton

To: Dispatcher Gary Grenier

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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You can be very proud of your efforts, and your solid work played a huge part in saving the life of this patient and is highly commendable. On behalf of the Town of Medway, I thank you for all that you do and for a job very well done!

Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File



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JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
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March 26, 2024

Deputy Chief Mike Fasolino
Medway Fire Department
44 Milford Street
Medway, MA 02053

Deputy Chief Fasolino,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

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Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board



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Email: mboynton@townofmedway.org

Town Manager
Michael E. Boynton

To: Deputy Chief Mike Fasolino

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File



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JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
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March 26, 2024

Lieutenant Matthew Anzivino
Medway Fire Department
44 Milford Street
Medway, MA 02053

Lieutenant Anzivino,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

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Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board



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Town Manager
Michael E. Boynton

To: Lieutenant Matthew Anzivino

From: Michael E. Boynton *MEB*
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File

Well Done Matt!



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FIRE DEPARTMENT

JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
FAX: (508) 533-3254

March 26, 2024

Firefighter Paramedic Taylor Warren
Medway Fire Department
44 Milford Street
Medway, MA 02053

Firefighter Paramedic Warren,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

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Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board



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Town Manager
Michael E. Boynton

To: Firefighter Paramedic Taylor Warren

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File



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JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
FAX: (508) 533-3254

March 26, 2024

Firefighter Paramedic Nicholas Volz
Medway Fire Department
44 Milford Street
Medway, MA 02053

Firefighter Paramedic Volz,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

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Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board



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Town Manager
Michael E. Boynton

To: Firefighter Paramedic Nicholas Volz

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File



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FIRE DEPARTMENT

JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
FAX: (508) 533-3254

March 26, 2024

Firefighter Paramedic James Devine
Medway Fire Department
44 Milford Street
Medway, MA 02053

Firefighter Paramedic Devine,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

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Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board



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Town Manager
Michael E. Boynton

To: Firefighter Paramedic James Devine

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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Great job Jim!

Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File



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FIRE DEPARTMENT

JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
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March 26, 2024

Sargent Anthony Nigro
Medway Police Department
315 Village Street
Medway, MA 02053

Sargent Nigro,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

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Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board
Chief Kingsbury



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Town Manager
Michael E. Boynton

To: Sergeant Anthony Nigro

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File



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JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
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March 26, 2024

Officer Megan Casey
Medway Police Department
315 Village Street
Medway, MA 02053

Officer Casey,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

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Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board
Chief Kingsbury



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Town Manager
Michael E. Boynton

To: Officer Megan Casey

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File



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TOWN OF MEDWAY

FIRE DEPARTMENT

JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
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March 26, 2024

Officer Benjamin Leazott
Medway Police Department
315 Village Street
Medway, MA 02053

Officer Leazott,

Please accept this letter of commendation for action performed on Monday, March 25, 2024. At 1109, police and fire department assets were dispatched to 73 Main Street for a report of a man down but breathing. Due to the combined efforts of a civilian on the scene, police, and fire personnel, the patient is alive and recovering.

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Sincerely,

Jeffrey P. Lynch
Chief of Department

Cc: Michael Boynton, Town Manager
Select Board
Chief Kingsbury



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Town Manager
Michael E. Boynton

To: Officer Benjamin Leazott

From: Michael E. Boynton
Town Manager

Date: March 26, 2024

Re: Commendation for Response on March 25, 2024 at 73 Main Street

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Strong work Ben!

Cc: Fire Chief Jeffrey Lynch
Police Chief William Kingsbury
Personnel File

AGENDA ITEM

#1

Approval of Minutes: March 13, 2024

Associated back up materials attached:

- *March 13, 2024, draft minutes*

1 **Select Board Meeting – Joint Meeting with School Committee & FinCom**
2 **March 13, 2024 – 7:00 PM**
3 **Middle School Presentation Room**
4 **45 Holliston Street**
5

6 **Present:** Chair Frank Rossi, Vice-Chair; Todd Alessandri, Clerk; Dennis Crowley, Member; Maryjane
7 White, Member.
8

9 **Staff Present:** Michael Boynton, Town Manager; Carol Pratt, Finance Director.
10

11 *****
12

13 At 7:01 PM, Mr. Rossi called the meeting Select Board meeting to order.
14

15 *NOTE: The School Committee did not have a quorum. The joint meeting was Chaired by Finance*
16 *Committee Chair Brian Cowan. Select Board Chair Trindade was unable to attend due to a work*
17 *obligation.*
18

19 **Review of Proposed Fiscal Year (FY) 2025 School Committee Budget**

20 The Superintendent of Schools, Dr. Pires and School Business Manager, Patricial Leonhardt presented
21 the proposed School Budget. There was general discussion from members of the Select Board and
22 Finance Committee regarding the budget needs of the Schools, the process by which the general fund
23 allocation for School spending is arrived at, and the funding needs for Medway Public Schools beyond
24 Fiscal Year 2025. Members of the Select Board made inquiries relative to proposed personnel cost
25 increases of over \$1.5 million in FY'25 and were informed that those were the result of collective
26 bargaining needs. Other items discussed included enrollment trends, facility costs, anticipated School
27 reserve accounts balances at year end, and the use of special education circuit breaker funds and school
28 choice funds.
29

30 The were no motions or votes taken by the Select Board.
31

32 **MOTION by Mr. Alessandri, Seconded by Mr. Crowley to adjourn. VOTE: 4-0-0.**
33

34 **Mr. Rossi declared the meeting adjourned at 9:04 PM.**

AGENDA ITEM

#2

Appointment Considerations:

- **Agricultural Committee (2) – Carl Rice, Deb Rossi**
- **Cultural Council (2) – Sibbi Maruthu, Thiru Munisamy**

Associated back up materials attached:

- *Candidates' statements of interest, and resumes*
- *Chairs' recommendations*

Proposed Motions:

I move that the Board appoint Carl Rice to the Agricultural Committee for a three-year term.

I move that the Board appoint Deb Rossi to the Agricultural Committee for a three-year term.

I move that the Board appoint Sibbi Maruthu to the Cultural Council for a three-year term.

I move that the Board appoint Thiru Munisamy to the Cultural Council for a three-year term.

Good morning, 3/19/2024

I am writing to recommend both Carl Rice and Debi Rossi be appointed to the Medway Agricultural Committee. Thank you.

Best Regards,
Alison Dempsey
Medway Ag. Committee Chair

Mr. Carl Rice
Carl Rice
4 Memory Ln

carl@teamrice.info

I have always had a strong interest in farming (agriculture) and I am a current member of the Medway community farm board. I am a life long resident of Medway and most all of my family are also residents. In fact we are 6 generations Medway. I have a large vegetable and flower garden. I am also a bee keeper.

I believe my talents and my interest in farming would be a good match with the Medway agricultural committee.
Thank you for your consideration.

Kind Regards

Mrs. Debi Rossi

My name is Debi Rossi. I can be reached at debi.rossi@medwaycommunityfarm.org or
I have been on the Board of Directors for MCF for the past year now.

I am interested in learning more and being able to provide support in maintaining the right to farm in Medway.

Thank you for your consideration,
Debi

Sibbi Maruthu

6 west street
Medway, MA 02053

To the members of the Medway Cultural Council:

I strongly believe Art in its purest form transcends borders, boundaries, religions, belief systems and even languages. Be it Ruskin Bond, Rabindranath Tagore, Jules Verne, Walter Scott, Robert Frost, Edgar Allan Poe and all worldly artists, have one common theme, which is Nature and the drama of Nature's dwellers.

Born in a conservative Indian family, Dad is a historian and a research scholar; and My brother is a game designer who have competed in UK based game competitions. As for me, Though I have my Masters in Computer Science for my profession; my passion is inclined towards performing arts from my days of infancy. Being a Hindu, my schooling in India comprise of catholic backdrop; filled with the vibes of Christianity. Carols and fables initiated my affinity towards arts from all cultures. Never hesitated to participate in various art events. Apart from stage events, I have also been a Mime artist during my college days. As I immigrated to US in 2011, I am more gravitated towards photography, videography and aerial-photography(Drone) . I had also done cinematography for few short films. In 2017, It so happened due to circumstances, my friend was in need of an actor and I ended up as an actor for his short film "Wood-Chuck", which won the recognition for its innovative narration at 2018 International Filmmaker Festival of New York. Though I am dealing with chronic liver cirrhosis; I still bring myself towards arts and cultural activities as I believe that is part of my healing process.

I used to organize corporate events for my Organization during my Florida days; and then after my marriage in 2013 moved to Pittsburgh where I had my son in 2015 and then moved to Massachusetts in 2016. I found my home in Medway in 2021 and I started being active in what the town has to offer. I did shoot some drone shots of Medway soccer-day the same year. In 2022, My Wife and Myself organized Medway Diwali celebrations among our friends; And we also worked with Stuthi Balaji, for 2023 Medway Diwali Celebrations. My Wife – Bhuvana is a part time art teacher for kids at Medway school; and had her painting published for this year's Winter brochure.

I would like to contribute towards our town's cultural activities by being the member of our Cultural Council.

Sincerely,

Sibbi

SIBBI MARUTHU PROGRAM MANAGER | SEASONED & CERTIFIED AGILE PRACTITIONER |

Name : Sibbi Maruthu
Father's Name : K.V.S. Maruthu Mohan, Ph.D.
Occupation : IT Program Manager

PROFESSIONAL EXPERIENCE SNAPSHOT

John Hancock Financials, Boston – current

- Transformational & results-driven **Program Manager** with **18 years** of professional experience in **Insurance, Banking and Education** domain
- **Experienced & Certified Agile scrum master & Safe Certified Product Manager/Product Owner**
- Spearheads **end-to-end Agile projects & financial products** by leveraging **cross-functional scrum teams & managing globally** located Projects (Hartford, Boston, Toronto & India)
- Effectively manages 17 applications & 3 products with their respective offshore teams accounting for 11 million revenue
- **Negotiates and resolves conflicts** ,enabling smooth delivery meeting clients expectations
- Focused on business/client value by mapping **market analysis to digital evolution**

LINKEDIN PROFILE : [sibbi-maruthu](#)

EDUCATION

- **Masters In Software Engineering** [2009] from Birla Institute of Technology and Science , India
- **Bachelor of Science In Computer Science** [2005] from University of Madras, India

CERTIFICATIONS

<ul style="list-style-type: none">• Product Management & Strategy – Wharton Executive Education• SAFe certified Product Owner/Product Manager	<ul style="list-style-type: none">• Scrum Master Certified (SMC)• Scrum Fundamentals Certified (SFC)	<ul style="list-style-type: none">• Oracle Certified – (1Z007)• ISEB – ISTQB Certified
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SKILLSET & TECHNOLOGY

Project Management	MS Project, MS Team Foundation Server, MS Test Manager, Jira Agile, Jira Green Hopper, Rally, Confluence, ServiceNow, Asana
Scripting Languages	SQL, VB Script, Visual Basic, JavaScript, Python, HTML5 and CSS3
Database	Oracle 9i/ 10g, Microsoft SQL Server Management 2008 R2
Tools	AWS platform(Synapse & Redis cache), Adobe AEM(Cloud), TOAD, Azure Data Studio, Microsoft CRM Dynamics, SQL Developer, Eclipse, IBM Rational ClearQuest, HP Quality Center 10.0 & ALM 11, Quick Test Professional 10.0, HP UFT, HP ALM, Perfecto (Mobile Lab), API Postman, MS Azure AI Language Studio, MS PowerApps

CLIENTS & PROJECTS

Manulife Insurance & John Hancock Financials <ul style="list-style-type: none">• ServiceNow - ITSM• Engage Value Stream• Offer Value Stream	JP Morgan Chase <ul style="list-style-type: none">• Corporate Quick Pay• Electronic Financial Services	Bank of New York Mellon <ul style="list-style-type: none">• Wealth M-Broker Dealer S• Wealth M-Client Presentation
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<ul style="list-style-type: none"> JHINI – AI Driven App 	<ul style="list-style-type: none"> Phoenix – IT Risk MS 	<ul style="list-style-type: none"> Treasury Edge – FT & FDI
Capital One Bank <ul style="list-style-type: none"> Basel II Regulatory(RWA) Anti-Money Laundering - EF Digital Asset Management 	Capital Group of Companies <ul style="list-style-type: none"> PRISM – Portfolio Report Sim Asset Work Bench Capital Group Raptor - OMS 	Education Management Corporation <ul style="list-style-type: none"> The Art Institutes Brown Mackie College Argosy University South University

INTERESTS

Photography, Videography, Photo/Video Editing, Reading , Traveling, Pickle ball, Tennis, Snooker

PHOTOGRAPHY

- Website : www.sven63studios.com
- Instagram : <https://www.instagram.com/sibbimaruthu/>

DIRECTOR OF PHOTOGRAPHY – SHORT FILMS

- An Open Window : <https://www.youtube.com/watch?v=LOvXIBKoxA>
- Mirage : <https://www.youtube.com/watch?v=o3rurXwRIEk>
- The Advice : <https://www.youtube.com/watch?v=K50REz36BI8>

ACTOR – SHORT

- Wood-Chuck : <https://www.instagram.com/p/BiJxaPNlv8e/>

VIDEO – MEDWAY

- Medway Soccer Day 2021 - <https://www.youtube.com/watch?v=ySJGgzxucd0>
- Medway Diwali 2022 - <https://www.youtube.com/watch?v=ftv-rfjLXVI>
- Music Video 2022 - https://www.youtube.com/watch?v=o_ze2eZjLO8
- Joanne Williams's Birthday 2023 - <https://www.youtube.com/watch?v=LPAjbJbD5kQ>
Note :
Joanne Williams was my son-Thravin's piano teacher and She was also the President of Trial Club (Nature walk)
I was blessed with the opportunity to video her last birthday as she was battling cancer....!
- Lone Wolf Martial Arts – Medway 2023 - https://www.youtube.com/watch?v=S7jz_VVkB0I
Did a promo video to help Lone Wolf Martial Arts
- Medway Diwali 2023 – Assisted the Event execution and also video graphed the event for Medway Cable

To: Medway Cultural Council

Subject: Regarding Medway Cultural Council Membership

Dear Sir/Madam,

I am, Thiru Munisamy, living at 16 Little Tree Rd. Medway, MA, would like to join Medway Cultural Council as a member. I was born in India and received my PhD degree at Baylor University in Texas. Growing up in India (23 years) and USA (20 years) and being in a multicultural environment showed me the value of cultural heritage and education/sharing. I attended and volunteered several Medway Cultural Council's events such as Medway Diwali Festival 2023. Based on these experiences, I am inspired to serve as a member of Medway Cultural Council and contribute to the community.

My biographical sketch/resume is attached below.

Sincerely,

Thiru Munisamy

01/24/23

Thiru Munisamy

16 Little Tree Road, Medway, MA 02053

Work History

Principal Materials Engineer, Raytheon, June 2017 - Current

Sr. Process Engineer, DCHN, July 2014 - June 2017

Process Engineer, Westfield Electroplating Company, Nov 2012 - Jun 2014

Product Development Engineer, Xtalic Corporation, Dec 2011 - Sept 2012

Research and Educational Background

Postdoctoral Fellow at Massachusetts Institute of Technology (MIT), Jan 2010- March 2011

Postdoctoral Fellow at The University of Texas at Austin, Aug 2008- Dec 2009

Doctor of Philosophy in Chemistry, Baylor University, Waco, TX, Aug 2008

Bachelor of Technology in Chemical and Electrochemical Engineering, CECRI, India, May 2003

Volunteering

Volunteer, Maple Farm Sanctuary, Jan 2017 - Jan 2018, Animal Welfare, prepare food for farm animals, restore and clean barn, outdoor areas, recycle and compost wastes.

Science Fair Judge, Boston Public Schools, Feb 2020 - current, acted as judge in BPS Citywide Science and Engineering Fair.

Crop Growing and Maintenance, Medway Community Farm, Feb 2023 - Apr 2023, Seedling watering and maintenance.

Food Unloading and Stocking, Medway Village Food Pantry, Jan 2023 – Present, Social Services, Unload food items from truck and stocking based on categories.

Guide for Student Projects, NAF, Jun 2023 - Aug 2023, Science and Technology, Help students with their science projects - from idea conception to proposal submission.

Certifications and Courses

[Lean six sigma green belt](#) (Assabet after dark continuing education)

Corrective action and root cause analysis workshop (Quality support group, inc)

[Statistical process control/design of experiments](#) (WPI corporate and professional education) Project management basics (Tri-county continuing education)

Management and Trainings

1. Conducted anodizing and chromate conversion coatings educational training at DCHN and Westfield Electroplating Company
2. Conducted OSHA Hazard Communication Standard (29 CFR 1910.1200), lot integrity and traveler training at DCHN and Westfield Electroplating Company
3. Member of lean manufacturing team at DCHN and Westfield Electroplating company and oversaw implementation of 5s and waste reduction programs
4. Member of the EHSS team at Westfield Electroplating Company and aided TUR planning
5. Member of quality management teams (Westfield Electroplating Company and DCHN) and involved in internal audits for NADCAP and ISO 13485

Publications

1. Munisamy, T.; Schrock, R. R. "An electrochemical investigation of intermediates and processes involved in the catalytic reduction of dinitrogen by $[(\text{HIPTNCH}_2\text{CH}_2)_3\text{N}]\text{Mo}$ (HIPT = 3,5-(2,4,6-i-Pr₃CH₂)₂C₆H₃)" Dalton Trans., 2012, 41, 130.
2. Munisamy, T.; Bard, A. J. "Electrodeposition of Si from organic solvents and studies related to initial stages of Si growth" Electrochim. Acta 2010, 55, 3797.
3. Munisamy, T.; Gipson, S. L.; Franken, A. "Syntheses of some new methylcyclopentadienylmolybdenum complexes: Characterizations, crystal structures and comparisons with related complexes" Inorg. Chim. Acta 2010, 363, 20.
4. Munisamy, T.; Gipson, S. L. "The effect of 19-electron formation constants on the electrochemistry and electron transfer induced substitution reactions of cyclopentadienylmetal halide complexes" J. Organomet. Chem. 2007, 692, 1087.

Patent

Process for Application of Oxyhydroxides Coatings for Aluminum Containing Material, US 17111646 · Filed Dec 4, 2020



Officers

*Jordan E. Warnick,
Chair*

*Hazel A. Warnick,
Treasurer*

*Amna-Saeed-Kothe,
Secretary*

Members

Rebecca Atwood

Stuthi Balaji

Crystal Buckley

Angelica Crosby

Cyndy Ellis

Phil Giangarra

Judith Moffatt

Jyoti Ranjan

Valerie Shinas

Ex officio

Karyl Wong

Gail Hachenburg



MEMORANDUM

From: Cultural Council
Jordan E. Warnick, Chair

To: Liz Langley
Executive Assistant
Town Manager's Office

RE: Nomination to the Medway Cultural Council

DATE: March 20, 2023

At the meeting of the Medway Cultural Council on Tuesday, March 19, 2023, the council unanimously voted to move the nomination of the following individuals forward for consideration and appointment to the Cultural Council by the Select Board:

Thiru Munisamy
16 Little Tree Road
Medway MA 02053

Sibbi Maruthu
6 West Street
Medway MA 02053

In support of her membership, we have included their letters of interest and resumés. They have attended two of our meetings, most recently on March 19, 2023, and interacted with our council members in a favorable manner. We respectfully request that her nomination be scheduled for consideration by the Select Board at the earliest possible meeting.

AGENDA ITEM

#3

Appointment of BCK Law as Special Counsel for Battery Energy Storage Project

No associated back up materials.

Proposed Motion:

I move that the Board appointment BCK Law as Special Counsel for the Town for the Battery Energy Storage Project as discussed.

AGENDA ITEM

#4

Consideration of Public Event Permit Application: Ride for Food October 6, 2024

Associated back up materials attached:


- *Application*
- *Departmental approvals*

Proposed Motion:

I move that the Board approve the Ride for Food subject to the Police Chief's recommendations and proof of appropriate insurance coverage.



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 **PERMIT PROJECT**
FILE #: 24-000907
MEDWAY MA 02053
THE RIDE FOR FOOD

**PERMIT #: PE24-000002**

Permit Type

Public Event Permit

Subtype

Road Race



Work Description:

The Ride for Food

Applicant

Three Squares New Englan - jennifer shadrick



Status

Under Review

**PERMIT DATES**

Application Date

03/15/2024

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Applicant's Organization

Three Squares New England

Event Date

10/06/2024

Event Hours

9:00 am to 11:00 am

Location of Event

Approximately 150 cyclists on our 50-mile route will bike through Medway between 9 and 11 AM on a staggered basis. Cyclists will be traveling briefly through Medway from Millis by Village Street. Riders will bear

Written Permission of Property Owner



Assembly Location, Route, Dispersal Location



Attach Map of Route



Description of Event and Proposed Activities

Approximately 150 cyclists on our 50-mile route will bike through Medway between 9 and 11 AM on a staggered basis. Cyclists will be traveling briefly through Medway from Millis by Village Street. Riders will bear right onto Holliston Street, cross Rte 109 at the light and continue into the town of Holliston. To see the full



Expected Number and Type of Participants

150

Audience/Spectator Estimate

Describe all crowd control, traffic control, or other safety measures

Requesting police detail for Main & Holliston (cyclists take Holliston and cross over Rte 109/Main St.)



Proof of Insurance/Certificate of Liability

[Medway.PDF](#)



Requirements:

You are required to provide the Town of Medway with Certificate of Insurance evidencing minimum public liability coverage of \$1,000,000/\$3,000,000 for the event and listing the Town of Medway as an additional insured.

You may be required to obtain a police detail or other additional municipal services. Costs for these are the responsibility of the applicant and prepayment, a deposit, or surety for payment may be required.

NOTE: Approval of permit is based upon Board of Selectmen's determination that event will not pose a substantial risk of endangering public health, safety or welfare, based upon its application of public safety criteria.

If fundraising

Provide evidence of non-profit status

[ST2 TSNE Certificate of Exemption - Form ST-2.pdf](#)



Estimated expenses

\$0.00

Estimated profit

\$0.00

Describe how proceeds will be expended

All proceeds benefit 25 plus hunger relief organizations



Workers Comp Affidavitbs




Workers Compensation Policy Declaration/Summary Pagebs
















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 **PERMIT PROJECT**
FILE #: 24-000907
MEDWAY MA 02053
THE RIDE FOR FOOD



ROUTE NAME	PERMIT #	STATUS
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PUBLIC EVENT REVIEW			PE24-000002		APPROVED		
ACTIVITY TYI ▾	DEPARTME ▾	ASSIGNED ▾	STATUS ▾	DUE	COMPLETED		
Plan Review	Fire Department	Craig Vinton	Approved	03/29/2024	03/20/2024		
Plan Review	Building Department	Jonathan Ackley	Approved with comment	03/29/2024	03/18/2024		
	<ul style="list-style-type: none"> Any signage to be removed the next day. 						
Plan Review	Board of Health	Derek Kwok	Approved	03/29/2024	03/20/2024		
	<ul style="list-style-type: none"> Will any food be served during the event in Medway? If yes, a food permit will need to be issued. Application can be found at the following link. https://www.townofmedway.org/sites/g/files/vyhli8006/f/uploads/temporary-_seasonal_food_establishment_permit_application_2.pdf. 03/19/2024- No food served in Medway according to applicant. 						
Plan Review	Board of Selectmen	Liz Langley	Approved	03/29/2024	03/21/2024		
Final Review	Board of Selectmen	Liz Langley	Approved	03/22/2024	03/21/2024		
Plan Review	Police	William Kingsbury	Approved with comment	03/29/2024	03/19/2024		
	<ul style="list-style-type: none"> This permit is approved pending the hiring of one detail officer to facilitate safe movement of bicyclists and traffic during the event. 						
Board of Health Review Complete	Board of Selectmen	Liz Langley	Complete	03/21/2024	03/20/2024		
Fire Department Review Complete	Board of Selectmen	Liz Langley	Complete	03/21/2024	03/20/2024		
Building Department Review Complete	Board of Selectmen	Liz Langley	Complete	03/19/2024	03/19/2024		
Police Department Review Complete	Board of Selectmen	Liz Langley	Complete	03/20/2024	03/20/2024		

AGENDA ITEM

#5

Contract Approval:

- **Lorusso Construction for Highway Materials and Services – Not to Exceed \$100,000**

Associated back up materials attached:

- *Memo from Peter Pelletier*
- *Bid result*
- *Contract*

Proposed Motion:

I move that the Board approve and authorize the Chair to execute the contract with Lorusso Construction as discussed.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC WORKS
MEDWAY, MASSACHUSETTS 02053

PETER PELLETIER
DIRECTOR

MEMORANDUM

To: **Select Board**

From: Peter Pelletier, Director | Department of Public Works

Date: April 1, 2024

RE: **Lorusso Corp – Highway Materials Services**

Please find attached three (3) copies of a contract for **Lorusso Corporation – Material Services**

Contract provides for **Material Services, On-Call Services** Contract. Total contract amount **not to exceed \$100,000** annually. Contract shall be for a term of 2 years initially, with an option to extend for an additional one-year term.

Bid opening results based on Material Services – (Per ton delivered)

	<u>Gravel</u>	<u>Sand</u>	<u>¾” Stone</u>	<u>Asphalt fob</u>	<u>Cold Patch</u>	<u>Rip Rap</u>
Lorusso Corp.	\$21.00	\$43.00	\$22.00	\$72.70	\$145.00	\$29.50
Kimball Sand	\$22.10	\$15.45	\$22.70	--	--	\$19.80
G. Lopes	\$30.95	\$31.95	\$32.45	--	--	\$34.45

We greatly appreciate your consideration of this issue.

Town of Medway - Department of Public Works			
Highway Material	Lorusso Corp.	Kimball Sand & Gravel	G. Lopes
Bid Opening 3/05/2024	Plainville, MA	Mendon, MA	Taunton, MA
Reference	Y	Y	Y
Dense Grade Gravel delivered per ton	\$ 21.00	\$ 22.10	\$ 30.95
Dense Grade Gravel Pick up per ton	\$ 14.50	\$ 16.65	\$ 19.95
Washed Coarse Sand delivered per ton	\$ 43.00	\$ 15.45	\$ 31.95
Washed Coarse Sand Pick up per ton	\$ 35.50	\$ 10.00	\$ 20.95
3/4" Washed Stone delivered per ton	\$ 22.00	\$ 22.70	\$ 32.45
3/4" Washed Stone Pick up per ton	\$ 16.00	\$ 17.25	\$ 21.45
Bit Concrete f.o.b.	\$ 72.70	NO BID	NO BID
Cold Patch fob per ton	\$ 145.00	NO BID	NO BID
Cold Patch delivered per ton	\$ 152.50	NO BID	NO BID
RipRap 3" -6" delivered per ton	\$ 29.50	\$ 19.80	\$ 34.45
RipRap 3" -6" Pick up per ton	\$ 23.00	\$ 14.35	\$ 23.45
RipRap 6" -12" delivered per ton	\$ 29.50	\$ 19.80	\$ 34.45
RipRap 6" -12" Pick up per ton	\$ 23.00	\$ 14.35	\$ 23.45

SECTION 00500
HIGHWAY MATERIALS AGREEMENT

THIS AGREEMENT for **HIGHWAY MATERIALS & SERVICES** (hereinafter referred to as the "Project"), made this _____ day of _____, in the year 2024, between **Lorusso Corp.** with a usual place of business at **320 South Street, Plainville, MA**, hereinafter called the CONTRACTOR, and the Town of Medway, acting by its Select Board, with a usual place of business at 155 Village Street, Medway, MA 02053, hereinafter called the Town.

The CONTRACTOR and the Town, for the consideration hereinafter named, agree as follows:
TERMS OF AGREEMENT

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect for 2 years, contract will end 3/31/2026.

The CONTRACTOR agrees that the contract shall expire on March 31, 2026 unless both parties agree to a contract extension.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **HIGHWAY MATERIALS & SERVICES** Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall **not exceed \$100,000**. Per year, for two years. With one-year option. **This contract is for a term of two years. No price increases will be accepted over the term of this contract.** With an option at the Town's sole discretion to extend for a third year as specified in the bid form.

3. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on a timely manner.

- A. **Progress and Completion:** Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Completion within the stipulated number of calendar days.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:**
- (1) The Contractor shall be responsible to the Town for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Town and shall be delivered to the Town upon completion of the Project.
- D. **Notices, Compliance With Laws:** (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Town with reproductions of all permits, licenses and receipts for any fees paid. The Town represents that it has disclosed to the Contractor all orders and requirements known to the Town of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Town in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Town, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Town immediately of any conditions at

the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. **Project Superintendent:** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. **Progress Schedule:** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Town's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. **Protection of the Work and Town's Property:** The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- H. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Town harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Town. If the Contractor fails to make the repairs and replacements promptly, the Town may do the work and the Contractor shall be liable to the Town for the cost thereof.
- I. **Warranty:** The Contractor guarantees to Town that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Town all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Town the full rights and benefits of such warranties.

5. **Affirmative Action/Equal Employment Opportunity**

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity

requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Town is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer - There is not a project architect-engineer for this project

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility

of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within Thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Town shall have Thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Town.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Town's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
 - 4. All Permits must be closed out and Inspected by Town.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Town, less than 1% of the original Contract Price, or substantially completes the Work and the Town takes possession, the Town shall pay the Contractor the entire balance due on the Contract less:
 - 1. A retention based on an estimate of the fair value of the Town's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Town fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Town as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Town may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Town may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Town. Charges or credits for the work covered by the approved change shall be determined.
- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Town written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Labor & Materials Payment Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
Supplementary General Conditions
General Requirements
Specifications and Addenda
Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Mass General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Town and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the **Town as an additional insured** and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Town with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, Or emailed, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Town shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Town to establish the Town's title to such material or equipment or otherwise protect the Town's interests.

17. Miscellaneous

- A. **Royalties and Patents:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town, and thereafter the Town insists on the use of the design, process or products specified.
- B. **Assignment:** The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Town.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. **By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.**

[Remainder of page intentionally blank.]

AGREED:

TOWN OF MEDWAY, MASSACHUSETTS
(Town)

By its Select Board _____

Glenn Trindade

Date _____

CONTRACTOR:

Lorusso Corporation

William Stearns.
(Name)


(Signature)

William E. Stearns, III., Chief Operating Officer

Chief Operating Officer
(Title)


320 South Street
(Address)


Plainville, MA 02762
(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town of Medway, has been authorized to execute the contract and approve all requisitions and change orders.

Approved as to Form:

By 
(Town Counsel)


Peter Pelletier
Director of Public Works

By 
(Town's Accountant)

Various Accounts
(Account Number)

LORUSSO CORP
320 SOUTH STREET
PLAINVILLE, MA 02762
(508) 695-3252
FAX (508) 695-1130
WWW.LORUSSOCORP.COM




BITUMINOUS CONCRETE
CRUSHED STONE
SAND & GRAVEL
RECYCLED AGGREGATES
SCREENED LOAM
PAVING & CONSTRUCTION

LORUSSO CORP.

PLAINVILLE • NORWOOD • ATTLEBORO

At a regularly called meeting of the Board of Directors of the Lorusso Corporation held on January 2, 2024 at which a quorum was present, it was voted, that William E. Stearns, III., Chief Operating Officer of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such Vice President under seal of this company shall be valid and binding upon this company.

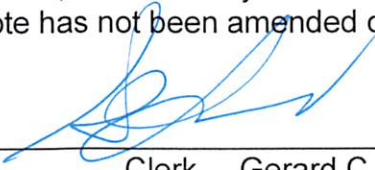
A true copy
ATTEST:


Clerk Gerard C. Lorusso
Massachusetts Corporation

Place of business 320 South Street Plainville, MA 02762

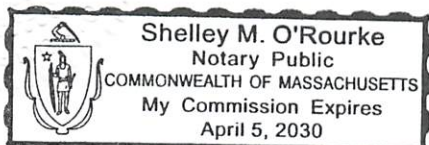
I hereby certify that I am the clerk of the

Lorusso Corporation that William E. Stearns, III. is the duly elected Chief Operating Officer of said company, and that the above vote has not been amended or rescinded and remains in full force and as of the date.


Clerk Gerard C. Lorusso
Massachusetts Corporation

Then personally appeared the above named and acknowledged the foregoing instrument to be his free act and deed before me.


Notary Public Comm. Ex.



**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:



Authorized Person's Signature

March 14, 2024

Date

William E. Stearns, III., Chief Operating Officer
Print Name & Title of Signatory

Lorusso Corp.
Name of Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Driscoll Agency
141 Longwater Drive suite 203
Norwell MA 02061

CONTACT
NAME: Kelly Seip
PHONE (A/C, No, Ext): 781 681 6656 FAX (A/C, No): 781 681 6686
E-MAIL
ADDRESS: kseip@driscollagency.com

INSURED
Lorusso Corp
320 South Street
Plainville MA 02762

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Ins Co	20281
INSURER B : Executive Risk Indemnity Inc.	35181
INSURER C : Starr Indemnity & Liability Co.	38318
INSURER D : The Charter Oak Fire Ins Co	25615
INSURER E : Illinois Union Ins. Co.	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 10502954

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	54310087	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54310086	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ none	Y	Y	5671-7276 1000584854241	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	54310088	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Contractors Equipment Contractors Pollution			660-9M523264-23 CPYG27369698005	1/1/2024 1/1/2024	1/1/2025 1/1/2026	Leased/Rented Equip 300,000 Per Pollution Condio 3,000,000 Pollution aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIGHWAY MATERIALS & SERVICES

The Town of Medway are included as an Additional Insured for Automobile Liability on a Primary and Non-Contributory Basis for the conduct of the (Named) Insured, but only to the extent of that liability, as required by a signed written contractor or agreement with the Named Insured.

The Town of Medway are included as Additional Insured for General Liability, per forms CG2010 (04/13) and CG2037 (04/13) and Excess (Umbrella) Liability for ongoing and completed operations on a primary, non-contributory basis, as required by a signed written contract or agreement with the Named Insured.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Medway
45B Holliston Street
Medway MA 02053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY The Driscoll Agency		NAMED INSURED Lorusso Corp 320 South Street Plainville MA 02762
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Excess (Umbrella) Liability, and Automobile Liability Policies include a Waiver of Subrogation in favor of The Town of Medway on whose behalf the Named Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

General Liability policy includes coverage for "X, C, U" (hazards, collapse of building, blasting and damage to underground property). Completed Operations, and Contractual Liability

Notice of cancellation provision is 30 days, except 10 days applies for non-payment of premium.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Driscoll Agency		NAMED INSURED Lorusso Corp 320 South Street Plainville MA 02762
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

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General Liability policy includes coverage for "X, C, U" (hazards, collapse of building, blasting and damage to underground property). Completed Operations, and Contractual Liability

Notice of cancellation provision is 30 days, except 10 days applies for non-payment of premium.

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Lorusso Corporation

_____ a _____ Corporation
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)
hereinafter called "Principal" and Travelers Casualty and Surety Company of America of 350 Granite Street, Suite 1201,
(Surety)

State of Braintree, MA 02184 hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Town", in the penal sum of Fifty Thousand And No/100 Dollars

(\$ 50,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Town, dated the 1st day of April, 2024, for the construction described as follows:

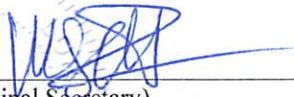
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in one (1) counterparts, each one of which shall be deemed an original, this the 1st day of April, 2024.

ATTEST:


(Principal Secretary)

Lorusso Corporation

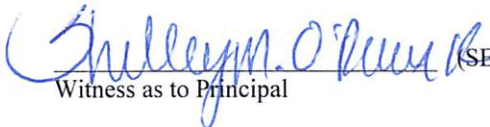
Principal

By

William E. Stearns, III.
Chief Operating Officer

320 South Street,
Plainville, MA 02762

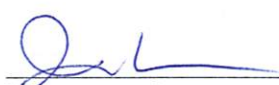
(Address-Zip Code)


Witness as to Principal

320 South Street,
Plainville, MA 02762

(Address-Zip Code)

ATTEST:


Witness as to Surety

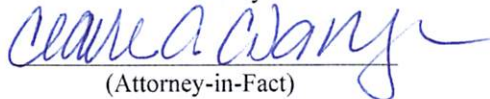
141 Longwater Drive, Suite 203
Norwell, MA 02061

(Address-Zip Code)

Travelers Casualty and Surety Company of America

Surety

By


(Attorney-in-Fact)

Claire A. Cavanaugh, Attorney-In-Fact

141 Longwater Drive, Suite 203
Norwell, MA 02061

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Claire Cavanaugh NORWELL**, Massachusetts, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15 day of April, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AGENDA ITEM

#6

Glen Brook Way – Review and Approve Amended and Restated Master Subordination Agreement

Associated back up materials attached:

- E-mail from Caitlin Madden, Executive Director, MetroWest Collaborative
- Amended and Restated Master Subordination Agreement
- Phase II Final Report

NOTE: The Phase II Final Report will be presented to the Community Preservation Committee at their April 1, 2024, meeting.

Proposed Motion:

I move that the Board approve and authorize the Chair to execute the amended and restated Master Subordination Agreement with Glen Brook Way as discussed.

From: Caitlin Madden <Caitlin@metrowestcd.org>
Sent: Monday, March 18, 2024 4:45 PM
To: Barbara Saint Andre <bsaintandre@townofmedway.org>
Cc: Sharone Small <sharone@metrowestcd.org>
Subject: [External] GBW2 - Medway Signature Needed

Barbara,

I hope you're doing well. We are glad to have completed construction on Glen Brook Way Phase 2 and will prepare materials for the April 1st CPC meeting as requested.

In the meantime, we would like to request the Town of Medway's signature on the attached Master Subordination Agreement.

A brief background on this request:

In response to schedule delays and related cost increases at Glen Brook Way Phase 2, Metro West Collaborative Development is increasing the project's construction and permanent loans. As you are aware, construction on Glen Brook Way Senior Apartments was originally scheduled to be completed in September 2023, but the development encountered delays due to long lead times for components of our electrical equipment, which is an industry-wide issue. The longer construction period (which lead to additional construction costs, construction loan interest, and consultant costs) along with the opportunity to install a larger solar photovoltaic array than originally contemplated, led to an increase of \$852,870 in costs for the project.

In response to these cost increases, the development team is signing paperwork to document the following changes:

- Construction Loan: +\$1,500,000
- Permanent Loan: +\$780,000
- Energy Incentives Sponsor Loan: +\$168,015

We are grateful to the Town for previously providing significant funding for the project and are glad to be able to avoid requesting additional Town funds to cover cost overruns.

The documentation for these increases includes an Amended and Restated Master Subordination Agreement, which requires a signature from the Town of Medway. The only changes to the Amended and Restated Master Subordination Agreement are the updates to the list of sources, to reflect the numbers listed above. All other language and provisions of the document are unchanged.

Attached is the draft Amended and Restated MSA and the Town of Medway signature package. Would you be able to have 3 originals signed? We are of course happy to answer any question you have on this request.

I'm cc'ing Sharone Small, our Director of Real Estate, so she can help coordinate.

Thanks so much,
Caitlin

Caitlin Madden Executive Director, Metro West Collaborative Development



AMENDED AND RESTATED MASTER SUBORDINATION AGREEMENT

Property Address:

2 Glen Brook Way and 6 Glen Brook Way (formerly 31 and 37 West Street)
Medway, Massachusetts

This Amended and Restated Master Subordination Agreement (this "Agreement") is made as of the _____ day of March, 2024 by and among Eastern Bank, having an address at 265 Franklin Street, Boston, Massachusetts 02110 (the "Senior Lender"); The Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, formerly known as the Department of Housing and Community Development, having an address at 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114 (the "Agent Lender"), for itself and as agent for the following lenders: The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency ("MHFA"), as Administrator, having an address at One Beacon Street, Boston, Massachusetts 02108 ("AHT"); Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws with an office at 18 Tremont Street, Suite 500, Boston, Massachusetts 02108 ("CEDAC"); Community Economic Development Assistance Corporation, having a mailing address of 18 Tremont Street, Suite 500, Boston, Massachusetts 02108, as agent for The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E ("HITF"); and Massachusetts Housing Partnership Fund Board, having a mailing address of 160 Federal Street, Boston, Massachusetts 02110, as agent for The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F ("HSITF") (the foregoing lenders, together with the Agent Lender, collectively the "Participating Lenders"); the Town of Medway, Massachusetts, acting by and through its Select Board, having an address as 155 Village Street, Medway, Massachusetts 02053 (the "Town"); Metro West Collaborative Development, a

Massachusetts non-profit corporation, having an address at 79B Chapel Street, Massachusetts 02458 (the "Sponsor"); and GBW Senior Apartments LLC, a Massachusetts limited liability company, having an address at c/o Metro West Collaborative Development, 79B Chapel Street, Newton, Massachusetts 02458 (the "Borrower"). The Senior Lender, the Sponsor and the Participating Lenders are each referred to as a Lender and collectively are referred to as the "Lenders".

BACKGROUND

- A. The Borrower is the owner of certain real property and improvements thereon as more particularly described on Exhibit A (the "Property").
- B. The Borrower obtained financing from the Lenders to construct at the Property 44 units of housing of which not less than 44 units will be affordable housing (the "Project"), as more fully set forth in the Affordable Housing Restriction (defined below) between the Borrower and the Participating Lenders.
- C. The Senior Lender has provided a construction loan to the Borrower for the Project in the original principal amount of Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00) (the "Construction to Perm Loan"). The Construction to Perm Loan is evidenced and secured by the following documents, each of dated as of August 10, 2022: (a) a Promissory Note in the amount of the Construction to Perm Loan, as amended by a certain Amendment No. 1 and Allonge of even date herewith (the "Construction to Perm Note"), (b) a Loan Agreement as amended by a certain Loan Modification Agreement of even date herewith (the "Senior Loan Agreement"), (c) a first priority Mortgage and Security Agreement and Assignment of Leases and Rents encumbering the Property recorded with the Norfolk Registry of Deeds (the "Registry") in Book 40746, Page 278, as amended by that certain Amendment No. 1 to Mortgage, Security Agreement and Assignment of Leases and Rents (the "Senior Mortgage"), to be recorded with the Registry prior hereto, and (d) such other instruments as may be required by the Senior Lender (all such instruments being hereinafter collectively referred to as the "Construction to Perm Loan Documents").
- D. The Senior Lender has agreed to provide a bridge loan to the Borrower for the Project in the original principal amount of [_____ (\$)] (the "Bridge Loan," and together with the Construction to Perm Loan, the "Senior Loan"). The Bridge Loan is evidenced and secured by the following documents: (a) the Senior Loan Agreement, (b) a Promissory Note in the amount

of the Bridge Loan of even date herewith (the "Bridge Note"), (c) the Senior Mortgage, and (d) such other instruments as may be required by the Senior Lender (all such instruments being hereinafter collectively referred to as the "Bridge Loan Documents" and together with the Construction to Perm Loan Documents, the "Senior Loan Documents").

- E. The Participating Lenders have provided a subordinate loan in the aggregate amount of \$5,600,566.00 to the Borrower for the Project comprised of the \$1,000,000.00 loan from the Agent Lender to the Borrower under the HOME Program (the "DHCD HOME Loan"), the \$1,000,000.00 loan from AHT to the Borrower under the AHT Program (the "AHT Loan"), the \$1,579,930.00 loan from CEDAC to the Borrower under the HIF Program (the "HIF Loan"), the \$695,636.00 loan from CEDAC to the Borrower under the CBH Program (the "CBH Loan"), and the \$1,325,000.00 loan from MHP to the Borrower under the HSF Program (the "HSF Loan") (the foregoing loans collectively the "Participating Lender Loan"). The Participating Lender Loan is evidenced and secured by the following documents, each dated as of August 10, 2022: (a) five Promissory Notes in the amount of the DHCD HOME Loan, AHT Loan, HIF Loan, CBH Loan and HSF Loan, respectively, (b) a Loan Agreement, (c) a Mortgage Security Agreement and Conditional Assignment of Leases and Rents recorded at the Registry in Book 40746, Page 346 encumbering the Property (the "Participating Lender Mortgage"), and (d) such other documents as may be required by the Participating Lenders (all such instruments being hereinafter collectively referred to as the "Participating Lender Loan Documents").
- F. The Town provided a grant to the Sponsor for the Project – in the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00) (the "Town Grant"), which Town Grant is evidenced by the Community Preservation Fund and Affordable Housing Trust Funding Agreement dated August 12, 2019, as amended by the First Amendment to Community Preservation Fund and Affordable Housing Trust Funding Agreement dated June 6, 2022 (collectively, the "Funding Agreement"), which obligations under the Funding Agreement are secured by the Mortgage and Security Agreement, recorded at the Registry in Book 37327, Page 340 (the "Town Mortgage", and together with the Funding Agreement hereinafter collectively referred to as the "Town Documents").
- G. The Sponsor provided a subordinate loan to the Borrower for the Project, in the anticipated principal amount of approximately Fifty Thousand Dollars (\$50,000.00) (the "Deferred Developer Fee Loan"), which loan is evidenced by a Promissory Note from the Borrower to the Sponsor (the "Deferred Developer Fee Promissory Note") and a Development Services Agreement between the Borrower and Sponsor (collectively, the "Deferred Developer Fee Loan Documents").
- H. The Sponsor provided a subordinate loan to the Borrower for the Project, in the principal amount of approximately Two Million One Hundred Ninety-One Thousand Two Hundred Dollars (\$2,191,200.00) (the "Sponsor State Credit Equity Loan"), which loan is evidenced by a Promissory Note from the Borrower to the Sponsor (the "Sponsor State Credit Equity Promissory Note") and secured by a Mortgage granted by the Borrower to the Sponsor (collectively, the Sponsor State Credit Equity Loan Documents").
- I. The Sponsor provided a subordinate loan to the Borrower for the Project, in the principal amount of approximately One Million One Hundred Thousand Dollars (\$1,100,000.00) (the "Sponsor

Medway CPA Grant Loan"), which loan is evidenced by a Promissory Note from the Borrower to the Sponsor (the "Sponsor Medway CPA Grant Promissory Note") and secured by a Mortgage granted by the Borrower to the Sponsor (the "Sponsor Loans Mortgage," and collectively, the Sponsor Medway CPA Grant Loan Documents").

- J. The Sponsor provided a subordinate loan to the Borrower for the Project, in the principal amount of approximately Fifty-Four Thousand Dollars (\$54,000.00) (the "Sponsor MassSave PH Incentive Loan" and, together with the Deferred Developer Fee Loan, the Sponsor State Credit Equity Loan and the Sponsor Medway CPA Grant Loan, the "Sponsor Loans"), which loan is evidenced by a Promissory Note from the Borrower to the Sponsor, as amended by Allonge to Sponsor Note dated as of even date herewith to increase the principal amount to Two Hundred Twenty-Two Thousand Fifteen Dollars (\$222,015.00) (the "Sponsor MassSave PH Incentive Promissory Note") and secured by the Sponsor Loans Mortgage, recorded with the Registry in Book 40746, Page 369, as amended by Amendment to Mortgage and Security Agreement, dated as of even date herewith and recorded with the Registry herewith (collectively, the Sponsor MassSave PH Incentive Loan Documents, and together with the Deferred Developer Fee Loan Documents, the Sponsor State Credit Equity Loan Documents, and the Sponsor Medway COPA Grant Loan Documents, the "Sponsor Loan Documents").
- K. The Participating Lenders, the Town, and Sponsor are collectively referred to as the "Junior Lenders". The Participating Lender Loan Documents and the Sponsor Loan Documents are collectively referred to as the "Junior Loan Documents."
- L. The Borrower has also granted to the Participating Lenders and the Town an affordable housing restriction dated as of August 10, 2022 (the "Affordable Housing Restriction"), recorded with the Registry in Book 40746, Page 298, setting forth certain affordable housing restrictions, covenants and agreements with respect to the Property.
- M. The Borrower has entered into a Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants in favor of The Commonwealth of Massachusetts acting by and through its Executive Office of Housing and Livable Communities dated as of August 10, 2022 (the "Regulatory Agreement") governing the low-income housing tax credits available to the Project under Section 42 of the United States Internal Revenue Code of 1986 as amended (the "Code") recorded with the Registry in Book 40746, Page 378.
- N. The Property is subject to and has the benefit of a comprehensive permit, issued by the Town of Boston-Cambridge-Quincy, MA-NH HMFA, acting by and through its Zoning Board of Appeals (the "Municipality") pursuant to M.G.L. c. 40B, §§ 20-23 (the "Act") and recorded with the Registry in Book 36967, Page 364, as affected by that Zoning Decision (Insubstantial Changes to Modified Comprehensive Permit) issued by the Municipality and recorded with the Registry in book 38227, Page 37 (collectively, the "Comprehensive Permit").
- O. The Affordable Housing Restriction includes a Chapter 40B Rider to Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants that contains provisions relating to the Act and the Comprehensive Permit (the "40B Rider").
- P. The parties executed a certain Master Subordination Agreement, dated as of August 10, 2022, recorded with the Registry in Book 40746, Page 420 (the "2022 MSA").

- Q.** The Lenders wish to amend, restate and supersede the 2022 MSA in its entirety and to establish the relative priorities of (i) their respective notes, mortgages and assignments of rents, financing statements and agreements and the Affordable Housing Restriction with respect to the Property notwithstanding the order of recording of the Lenders' documents; (ii) their respective security interests with respect to the personal property and fixtures owned by the Borrower and used in connection with the Property; and (iii) rights arising from their respective loan documents (all the documents in the foregoing paragraphs, collectively, the "Loan Documents").

AGREEMENTS

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereby amend and restate the 2022 MSA in its entirety and mutually covenant and agree as follows:

1. LENDERS' PRIORITY.

- A.** Subject to the provisions of Section 1.B. below, the covenants and obligations of the Borrower under the Junior Loan Documents and the Affordable Housing Restriction shall be subordinate in all respects, including, without limitation, payment, lien and bankruptcy, to the covenants and obligations of the Borrower under the Senior Note and the Senior Loan Documents, subject to the terms of this Agreement. The Junior Loan Documents and the Affordable Housing Restriction and the liens created thereunder shall be subject and subordinate (i) to the lien created by, as well as to all of the terms, covenants and conditions contained in, each of the Senior Loan Documents; and (ii) to any and all advances secured by the Senior Loan Documents, whether prior to or subsequent to the execution and recording of the Junior Loan Documents, Affordable Housing Restriction, or of this Agreement, including, without limitation, any and all increases therein made or incurred with respect to principal (but only if such increases are made in accordance with this Agreement), interest and other charges payable to the Senior Lender and secured by the Senior Loan Documents or to preserve the Property or the priority of the lien of the Senior Mortgage, or the collection of any indebtedness secured by the Senior Loan Documents (all of the foregoing clauses (i) and (ii) are collectively referred to as the "Senior Debt"). In case of any inconsistency between the provisions of this Agreement and the provisions of the Loan Documents, the provisions of this Agreement shall govern.
- B.** Notwithstanding the order in which the various mortgages and documents evidencing the security interests granted by the Borrower to the Lenders have been or are hereafter recorded and/or perfected the order of priority of the Loan Documents and the obligations secured thereby is and shall be:

First:	the Senior Loan
Second:	the Participating Lender Loan
Third:	the Town Mortgage

Fourth: the Sponsor Loans

- C.** The Junior Lenders each agree that the Affordable Housing Restriction is senior to the Junior Loan Documents, but subordinate to the Senior Loan Documents; provided, however, that the Senior Lender agrees that the Affordable Housing Restriction shall not terminate if the Property is acquired through foreclosure or by deed in lieu of foreclosure by (i) the Borrower, (ii) any person with a direct or indirect financial interest in the Borrower, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). For the purposes of this paragraph, an affidavit, duly recorded and executed under the penalties of perjury, by any purchaser from the Senior Lender at a foreclosure sale or by deed in lieu of foreclosure, stating that such purchaser is not a Related Party and further that (x) such purchaser has notified the Participating Lenders, in writing, of the identity of such purchaser, and its organizational structure and ultimate beneficial owners on HUD Form 2530 or its equivalent, if applicable, (y) a period of at least thirty (30) days has elapsed since such notice was given, and (z) the Senior Lender has not notified such purchaser that it has received written notice from the Participating Lenders that any of them has actual knowledge such purchaser is a Related Party, shall be conclusive evidence that such purchaser is not a Related Party, unless the Senior Lender itself has knowledge that such purchaser is a Related Party. Furthermore, if the Property is subsequently acquired by a Related Party during the period in which the Affordable Housing Restriction would have remained in effect but for the provisions of this Section, the Affordable Housing Restriction shall be revived and shall apply to the Property as though no lapse had occurred.
- D.** Subject to the provisions of Section 1.G. below, each of the Lenders agrees that notwithstanding any other provision to the contrary herein, the Affordable Housing Restriction shall terminate upon foreclosure or the grant of a deed in lieu of foreclosure only to the extent it is "financially infeasible" (as defined below) to maintain the level of affordability required by the Affordable Housing Restriction or some lesser level of affordability. Financial infeasibility shall be determined by the Senior Lender in its sole discretion, which determination shall be made by the Senior Lender during and in the context of the Senior Lender Standstill Period provided for in Section 3 below, provided, further that the Senior Lender may modify or change such determination from time to time both during and after the Senior Lender Standstill Period, and the Senior Lender shall promptly give written notice of such determination and any modification or change of such determination to the holders of the Affordable Housing Restriction. "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the Senior Lender from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. With respect to

the determination of financial infeasibility by the Senior Lender, a duly executed affidavit setting forth its determination of financial infeasibility shall be conclusive evidence of such determination.

- E.** Each of the Lenders agrees that, notwithstanding any provision to the contrary in the Loan Documents granted to it, the Affordable Housing Restriction and the Loan Documents of the other Lenders shall be a permitted encumbrance or permitted exception under its respective Loan Documents.
- F.** All Lenders will each make reasonable efforts to consult with the other Lenders as to matters affecting their rights as lien holders, except that no other Lender shall have any obligation to consult with the Sponsor as to any matter concerning which, in its sole judgment, the Sponsor may have a conflict of interest as sponsor of the Project.
- G.** Notwithstanding the foregoing, the restrictions required by the Comprehensive Permit, as well as the rights and remedies of the parties with respect thereto, shall not lapse and shall apply to any mortgage holder or purchaser of Borrower's interest in the Property if the Borrower's interest in the Property is acquired through foreclosure or similar remedial action under the provisions of any mortgage or upon the conveyance of the Borrower's interest in lieu of foreclosure. Pursuant to the Comprehensive Permit, for so long as the Property is not in compliance with the established standards and requirements of the Municipality's zoning by-law, the Property shall be subject to the affordability requirements of the Comprehensive Permit and as set forth in the 40B Rider.
- H.** The parties hereto agree to execute, deliver and record such instruments as may be reasonably necessary or desirable to evidence or effectuate the provisions of this Agreement.

2. INSURANCE PROCEEDS/CONDEMNATION AWARDS/TAX AND INSURANCE ESCROWS AND RESERVES.

Each Junior Lender, its successors or assigns or any other legal holder of the Junior Lenders' mortgages, hereby agrees to and does subordinate unto the legal holder(s) of the Senior Mortgage:

- A.** All of its right, title, interest or claim, if any, up to the amount of the Senior Debt, in and to the proceeds of all policies of insurance covering the Property, for application towards the restoration of the Property (if all conditions precedent thereto under the Senior Loan Documents are met) or to the indebtedness secured thereby;
- B.** All of its right, title and interest or claim, if any, up to the amount of the Senior Debt, in and to all awards or other compensation made for any taking of any part of the Property, for application toward the restoration of the Property (if all conditions precedent thereto under the Senior Loan Documents are met) or to the indebtedness secured thereby; and
- C.** All of its right, title and interest or claim, if any, up to the amount of the Senior Debt, in and to any and all sums in tax and insurance escrows and reserve accounts held for or in the name of the Borrower respecting the Property, for application toward the purposes for which such reserves or escrows were collected; provided that the same shall be applied in all cases in accordance with the provisions of the Senior Loan Documents.

Notwithstanding any provision to the contrary in the Senior Loan Documents, the Senior Lender hereby agrees that in the event of a casualty or condemnation affecting the Property, the Senior Lender shall consent to the application of any insurance proceeds or condemnation awards to the restoration of the Property if all of the following conditions are met: (i) sufficient insurance proceeds or condemnation awards are available and/or the Borrower deposits with the Senior Lender sufficient funds to pay the entire cost of repair, restoration, rebuilding or replacement as estimated by the Borrower and approved by the Senior Lender, such approval not to be unreasonably withheld; (ii) the Senior Lender approves in advance plans and schedule for such repair, restoration, rebuilding or replacement, such approval not to be unreasonably withheld; (iii) the insurance proceeds or condemnation awards, together with the Borrower's additional funds, if any, are held by the Senior Lender and disbursed pursuant to customary construction disbursement procedures as work is completed; (iv) the Borrower obtains such payment and performance bonds as are required by the Senior Lender; (v) the Borrower delivers to the Senior Lender an assignments of each contract for repair and a consent to each such assignment by the relevant contractor; and (vi) the Senior Lender determines that the fair market value of the Property after repair will be not less than its fair market value immediately prior to the casualty or condemnation. In the event that, following the application and disposition of the insurance proceeds and condemnation award and other funds in accordance with the above, any balance remains, then such excess shall be made payable to the Junior Lenders in the order and manner set forth in Section 1.B. hereof and/or to such other persons legally entitled to the same.

3. DEFAULT AND FORECLOSURE. So long as any indebtedness to more than one Lender remains outstanding, each Lender shall provide to all other Lenders written notice of any "Event of Default" as defined in the applicable loan documents of such Lender except that no such notice shall be required to be given by the other Lenders to the Sponsor.

No Junior Lender shall take possession of the Property (except in the event of an emergency in order to protect the value thereof as collateral), commence any proceeding to foreclose its respective mortgage, whether by sale, possession or otherwise, or to accept any assignment or transfer in lieu of foreclosure or exercise any rights against any guarantor unless there has been an "Event of Default" as defined in its respective Loan Documents, and then not without first providing the Senior Lender and the other Lenders (except the Sponsor) with written notice of any such Junior Lender's intent to commence such proceedings or to take such action and a reasonable opportunity, not less than sixty (60) days after receipt of such notice, to attempt to structure a work-out or other arrangement to avoid such foreclosure, assignment, transfer, or exercise of rights to the reasonable satisfaction of such Junior Lender. If, upon expiration of the foregoing sixty (60)-day period, the Lenders (other than the Sponsor) have not agreed upon a work-out or other arrangement to avoid foreclosure, assignment, transfer or exercise of rights and such Junior Lender intends to take possession of the Project, such Junior Lender shall first provide to the Senior Lender for its review and approval a plan for the completion and operation of the Project, such approval not to be unreasonably withheld. Senior Lender agrees to respond to such plan within fourteen (14) days of receipt, provided, however, that failure to respond within fourteen (14) days shall not be deemed approval by Senior Lender. Notwithstanding the foregoing, if the Senior Lender elects by notice to the Junior Lenders and is diligently proceeding to either cure the "Event of Default" under such Junior Lender's Loan Documents or foreclose its mortgage, such Junior Lender shall suspend any and all action to foreclose its mortgage. Notwithstanding the other provisions of this Section 3, the Sponsor shall not commence any proceeding to foreclose its mortgage, whether in the

event of default or upon maturity, and whether by sale, possession, or otherwise or accept any assignment or transfer in lieu of foreclosure without the written consent of the other Lenders, which consent may be withheld in their sole discretion.

The Senior Lender shall not foreclose the Senior Mortgage whether by sale, possession or otherwise or accept any assignment or transfer in place of foreclosure unless there has been an "Event of Default" as defined in the Senior Mortgage or in the Senior Loan Documents, and then not without first providing the Junior Lenders (except the Sponsor) with written notice of the Senior Lender's intent to commence such proceedings or to take such action and a reasonable opportunity, not less than sixty (60) days after receipt of such notice (the "Senior Lender Standstill Period"), to effect a cure, work-out or other arrangement to avoid such foreclosure, assignment or transfer, to the reasonable satisfaction of the Senior Lender. Nothing contained in this paragraph shall limit the rights of the Senior Lender to exercise rights and remedies under its Loan Documents within the Senior Lender Standstill Period, other than the commencement of any proceedings to foreclose the Senior Mortgage, whether by sale, possession or otherwise, or the acceptance of an assignment or transfer in lieu of foreclosure.

In the event Senior Lender conducts a foreclosure or other proceeding to enforce its rights under the Senior Mortgage and terminates the Affordable Housing Restriction in whole or in part and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages on the Property plus all future advances, accrued interest and all reasonable costs and expenses which the Senior Lender is entitled to recover pursuant to the terms of the Senior Mortgage, such excess shall be paid to the Participating Lenders (in the manner set forth in Section 1.B. above) in consideration of the loss of the value and benefit of the rights and restrictions contained in the Affordable Housing Restriction and terminated in connection with such proceeding, provided, however, that prior to the payment of such excess by the Senior Lender to the Participating Lenders, the Participating Lenders shall indemnify and hold harmless the Senior Lender from and against any loss, cost or damage that it may suffer as a result of a claim made on account of the payment of such excess to the Participating Lenders, the Senior Lender agreeing to give the Participating Lenders prompt notice of any such claim and agreeing not to object to the intervention by the Participating Lenders in any proceeding relating thereto. To the extent that the Borrower possesses any interest in any amount which would otherwise be payable to the Participating Lenders under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to the Participating Lenders.

The failure to send any notices under this section shall not affect the validity of any notice given to the Borrower or otherwise affect foreclosure proceedings or the exercise of any remedies by any Lender, or the validity of this Agreement.

No provision hereof shall be construed to limit the right of any of the Participating Lenders to take action against the Borrower to enforce any of the Affordable Housing Restriction (such as, but not limited to, injunctive relief), provided that such action shall not include acting as mortgagee in possession, accepting a deed in lieu of foreclosure, or commencing foreclosure proceedings, or in any other way affecting the priority of payments due to the Senior Lender or the collateral granted to it as security, except in accordance with the provisions of this Agreement.

Each Junior Lender agrees that its Junior Loan Documents shall not include provisions pursuant to which a default or Event of Default would arise thereunder solely by reason of a default or Event of Default occurring under a loan from such Junior Lender to the Borrower that is unrelated to the acquisition,

development or operation of the Property and is not secured by the Property (a "Cross-Default Provision") and if any Cross-Default Provision is included in such Junior Lender's Junior Loan Documents, such Cross-Default Provision shall be null and void.

The Senior Lender agrees that if a default or event of Default arises under the Senior Loan documents solely because of a breach of a Cross-Default Provision, unless and until an independent default or Event of Default arises under the Senior Loan Documents (that is, as a result of a breach of covenant, warranty or representation other than a Cross-Default Provision), the Senior Lender shall (i) use reasonable efforts to notify the Junior Lenders of the breach of the Cross-Default Provision and (ii) refrain from exercising any remedy under the Senior Loan Documents on account of such default or Event of Default unless all of the Junior Lenders have consented in writing to such exercise, such consent not to be unreasonably withheld or delayed.

4. LOAN INCREASES. The Junior Lenders agree that if (i) an Event of Default has occurred under the Senior Note and the Senior Lender elects to convert unpaid and unaccrued interest under the Senior Note to additional principal due thereunder; or (ii) the Senior Lender has reasonably determined that it is necessary to advance additional funds to make reasonably necessary repairs or to prevent the occurrence of serious physical harm to the Property; (iii) the Senior Lender has reasonably incurred expenses to protect its interest in the Property, and as a result after notice to the other Lenders, the Senior Lender increases the amount of the Senior Loan by such amount(s), the Junior Lenders will execute such additional documents as the Senior Lender deems reasonably necessary to be assured that the Junior Loan Documents and the Borrower's obligations thereunder are subordinate to the Senior Loan Documents as they may be increased and/or amended for purposes set forth herein.

Similarly, the Junior Lenders agree that if a Junior Lender (other than the Sponsor) increases the amount of its loan for any of the above-described reasons, the other Junior Lenders will execute such additional documents as may be reasonably necessary to ensure that the Junior Lender Loan Documents remain *pari passu* after such increase, and that the Sponsor Loan Documents remain subordinate to the Participating Lender Loan Documents, as they may be increased and/or amended for purposes set forth herein, remain in the same order of priority as is set forth in Section 1.B. above.

5. SUBORDINATION OF PAYMENTS. The Junior Lenders agree that, except upon the maturity date of any Junior Loan (other than the Sponsor Loan) and except for certain required repayments from Excess Principal Advances (as defined in the Promissory Notes evidencing the Participating Lender Loan) or from Gross Cash Receipts (as defined in the Promissory Notes evidencing the HIF Loan and CBH Loan), no payments, prepayments or other distributions will be paid or payable under the terms of the Junior Loan Documents from the income of the Borrower and/or the Property unless at the time of such payment, prepayment or distribution, the income generated by the Borrower and/or the Property, as demonstrated by the Borrower's audited or certified financial statements, is sufficient to pay in a timely manner (i) all operating expenses necessary to operate properly the Property in accordance with the budget most recently approved by the Senior Lender, (ii) required contributions to reserves for replacements under the Senior Loan Documents or the Loan Documents of any Lender equal in priority, and (iii) all amounts due and payable under the Senior Loan Documents. The Sponsor further agrees that it shall receive only payments from the Borrower that are due under the Sponsor Loan Documents approved by the other Lenders in accordance with their terms, and under no circumstances will the Sponsor accept a prepayment from the Borrower. Upon the occurrence of an Event of Default under

the Senior Loan Documents, as determined by the senior Lender and as set forth in writing to the Junior Lenders, no payments will be accepted under the Junior Loan Documents without the prior written consent of the Senior Lender, subject to Section 3 hereof. In the event the Junior Lenders receive any payments or other distributions of any kind from the Borrower or from any source whatsoever in respect to the Junior Loan Documents after receipt of notice of such an Event of Default, other than as permitted above, such payments or other distributions shall be received in trust and the Junior Lenders receiving such payments or distributions shall make all good faith efforts to see that such payments or distributions are promptly forwarded to the Senior Lender. Upon the occurrence of an Event of Default under the Participating Lender Loan Documents, as determined by such Lender(s) and as set forth in writing to the Sponsor, no payments will be accepted under the Deferred Developer Fee Loan, Sponsor State Credit Equity Loan, Sponsor Medway CPA Grant Loan, and Sponsor MassSave PH Incentive Loan without prior written consent of such Lender(s).

6. LENDER AMENDMENTS. Except as otherwise provided in Section 4 herein, no Junior Lender shall modify or amend its respective Loan Documents in any material manner without the prior written consent of the Senior Lender and the Participating Lenders, which consents shall not be unreasonably withheld or delayed. The Senior Loan Documents shall not be modified or amended in a material manner that adversely affects the Junior Lenders' interests without the prior written consents of the Junior Lenders, which consents shall not be unreasonably withheld or delayed.

7. BANKRUPTCY. No Junior Lender shall, without the prior written consent of the Senior Lender, the Town, and the Participating Lenders, commence or join with any other creditor in commencing any bankruptcy, reorganization or insolvency proceedings with respect to the Borrower.

8. ASSIGNMENT TO MHP. The parties hereto acknowledge and agree that the Senior Lender has entered into an agreement pursuant to which the Senior Lender intends to assign the Senior Loan to MHP by its endorsement of the Construction to Perm Note to the order of MHP and the assignment of the other Senior Loan Documents to MHP (the "Assignment"). At the time of the Assignment, the amount of the Senior Loan shall be Four Million Seven Hundred Eighty Thousand Dollars (\$4,780,000.00) and MHP shall succeed to the rights and priorities of the Senior Lender under this Agreement. Also, at the time of the Assignment, MHP shall become a "Holder" as such term is defined in the Affordable Housing Restriction in its capacity as Senior Lender and Affordable Housing Restriction shall thereafter be considered a Senior Loan Document. The Affordable Housing Restriction shall thereafter be senior to the Senior Mortgage in accordance with the provisions of Section 20.D. of the Affordable Housing Restriction. The Participating Lenders, and the Sponsor agree that, effective as of the Assignment, the Junior Loan Documents (if not discharged as of the date of the Assignment) are and shall be subject to the terms of this Agreement, subordinate to the Senior Loan Documents to the extent of the remaining principal balance thereof and to the same extent as if the Senior Loan Documents had been executed, delivered and recorded, as applicable, prior to the execution, recording and delivery of the Junior Loan Documents. The Participating Lenders, the Town, and the Sponsor agree to execute, acknowledge and deliver to MHP such additional assurances of the subordination of each of the Participating Lender Loan Documents, the Town Documents, and the Sponsor Loan Documents to the Senior Loan Documents, as MHP may require, provided they are consistent with the terms of this Agreement.

9. NOTICES. Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any party hereto may be required or may desire to

give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by any of the forgoing methods shall be deemed given upon documented receipt or refusal.

10. TERMINATION OF AGREEMENT. The relative priorities of each Lender, as set forth herein, and the rights of each Lender, as provided hereunder, are applicable and available to that Lender only until the repayment of the obligations of the Borrower to that Lender which are subject to this Agreement and the expiration of the provisions of the Affordable Housing Restriction granted for the benefit of such Lender. Upon the repayment in full of such obligations and expiration of such Affordable Housing Restriction, that Lender shall no longer be a party hereunder, and the various relative priorities included above shall be deemed amended by the deletion of that (former) Lender herefrom, except that in the event that such (former) Lender is required, pursuant to Section 547 of the Bankruptcy Reform Act of 1978 or a successor provision, to repay any amount paid to that (former) Lender by the Borrower in satisfaction of such liabilities, then such Lender shall be deemed a party hereto entitled to all benefits hereunder to the extent that the proceeds of the collateral are thereafter distributed pursuant hereto.

11. LOAN DISBURSEMENTS.

- A.** Each advance of proceeds under each Lender's Loan ("Advance") shall be made on the basis of a requisition ("Requisition") submitted by the Borrower to the Lender from whom such Advance is being requested (the "Disbursing Lender"), with a copy of the Requisition sent simultaneously to the other Lenders. To the extent that the Requisition requests an Advance to pay for any construction work or other so-called "hard costs", such work and all invoices therefore shall also be inspected by the Lenders' construction consultants.
- B.** Each Requisition shall be in the form required under the Disbursing Lender's Loan Documents. The Disbursing Lender shall review the Requisition to determine that such Requisition conforms to the requirements of the Disbursing Lender's Loan Documents, and the other Lenders shall each review the Requisition to determine that such Requisition is consistent with the Project's construction budget and timeline, and to ensure that nothing has come to the attention of the Disbursing Lender and to the other Lenders which would justify a refusal of the Requisition. Each Lender's construction consultant shall be given notice of and shall have the right to attend all construction progress meetings and shall have the right to receive copies of all revised plans and change orders during the course of construction. As part of such review, each Lender shall also have the right to have such Lender's own construction consultant inspect the construction work and the Requisition.
- C.** The Lenders shall cooperate in making disbursements of proceeds from their respective Loans to the Borrower by (i) using the AIA requisition forms or other common requisition forms acceptable to the Lenders and similar requisition/disbursement procedures; (ii) sharing all information derived from construction progress inspections, subject to the provisions of any separate disbursement agreement among the Lenders or any of them; and (iii) using good faith efforts to approve (or disapprove) within ten (10) business days

after receipt of a fully executed copy of each Requisition, the disbursement of funds under any Loan to the Project. Notwithstanding any of the foregoing provisions of this Section 11 to the contrary, nothing in this Agreement shall be deemed to preclude each Lender from making its own independent determination as to making or refusing to make an Advance to the Borrower under the terms of that Lender's separate agreement or agreements with the Borrower. Further, nothing in this Section 11 shall preclude a Lender from making an Advance of its own Loan proceeds to the Borrower from its own funds in response to a Requisition from the Borrower, notwithstanding the disapproval or objection by another Lender; provided that the Borrower acknowledges and agrees that the disapproving or objecting Lender(s) reserve their respective rights to withhold any further disbursements of their respective proceeds in accordance with the terms of their respective loan documents.

- D.** If no disapproval is given within the ten (10) business day period referred to above in preceding subsection C., then the Disbursing Lender may proceed to disburse funds, without prejudice to the right of any other Lender to subsequently disapprove in connection with its own Advances. In the event of disapproval, the disapproving Lender, shall specify in writing the reasons for disapproval and shall promptly forward such written disapproval to the other Lenders and the Borrower. Further, in the event of disapproval pursuant to clause (iii) in the preceding subsection C., the Borrower agrees to hold the Lender or Lenders to whom the Requisition was made harmless from any liability of any nature whatsoever arising out of such disapproval by any other Lender. If (x) a Lender objects to any Requisition and/or (y) a Requisition is revised to reflect the objections of a Lender, the Borrower will be responsible for forwarding to each Lender copies of the reasons cited for the objection, as well as the modified Requisition.
- E.** Upon the objection or disapproval of any Lender to a Requisition from the Borrower, the Borrower and the Lenders agree to seek in good faith a resolution of the reasons for the objection or disapproval. Notwithstanding any of the foregoing provisions of this Section 11 to the contrary, nothing in this Agreement shall be deemed to preclude each Lender from making its own independent determination as to making or refusing to make an Advance to the Borrower under the terms of that Lender's separate agreement or agreements with the Borrower. Further, nothing in this Section 11 shall preclude a Lender from making an Advance of its own Loan proceeds to the Borrower from its own funds in response to a Requisition from the Borrower, notwithstanding the disapproval or objection by another Lender; provided that the Borrower acknowledges and agrees that the disapproving or objecting Lender(s) reserve their respective rights to withhold any further disbursements of their respective proceeds in accordance with the terms of their respective agreements.
- F.** If the Borrower seeks additional funding from any Lender or approval from any Lender for any material revision to the Borrower's budget (each, a "Budget Revision"), the Borrower shall submit copies of the request for Budget Revision to all Lenders, and no Budget Revision shall be permitted without the written consent of all Lenders (other than the Sponsor). The Lenders (other than the Sponsor) agree that they shall consult each other in good faith

within ten (10) business days of receipt of a request for a Budget Revision to determine whether to approve or disapprove of such Budget Revision. If verbal or written approval of the Budget Revision is given by the other Lenders, then the Borrower may make the Budget Revision. In the event of disapproval by any Lender of a request for a Budget Revision, the disapproving Lender shall specify in writing the reasons for disapproval and shall promptly forward such written disapproval to the other Lenders and the Borrower (the "Budget Disapproval Notice"). Upon the disapproval of any Lender to a request for Budget Revision from the Borrower, the Borrower and the Lenders agree to seek in good faith a resolution of the reasons for disapproval. If the Borrower and the Lenders are unable to agree in good faith upon a resolution of the reasons for disapproval of the requested Budget Revision within ten (10) business days of receipt of the Budget Disapproval Notice, then the requested Budget Revision shall not be made.

12. SHARING OF EXCESS PRINCIPAL ADVANCES. Each of the Participating Lenders' Promissory Notes contains a provision with respect to repayment of Excess Principal Advances (as defined therein). Repayments of Excess Principal Advances shall be shared pro rata by the Participating Lenders in accordance with the ratio of the outstanding principal amount owed to each of them to the total aggregate outstanding principal balance owed to all/both of them. For purposes of the foregoing sharing formula, at the election of the Secretary of the Executive Office of Housing and Livable Communities, the outstanding principal amount of the HOME Loan shall be deemed to include the aggregate amount of tax credit equity invested in or loaned to Borrower.

13. SHARING OF NET CASH FLOW. Some or all of the Participating Lenders' Promissory Notes contain a provision requiring payments to the extent of 50% of the amount by which Gross Cash Receipts exceed Gross Cash Expenditures (both as defined therein) (the "Cash Flow Notes"). Such payments shall be allocated pro rata among the Cash Flow Notes in accordance with the ratio of the outstanding principal amount under each Cash Flow Note to the total aggregate outstanding principal balance under all Cash Flow Notes. For purposes of the foregoing sharing formula, at the election of the Undersecretary of the Massachusetts Department of Housing and Community Development, the outstanding principal amount under the HOME Note shall be deemed to include the aggregate amount of tax credit equity invested in or loaned to Borrower.

14. REPLACEMENT LOAN. The Participating Lenders hereby acknowledge and agree that the Senior Loan will mature prior to the maturity date of the Junior Loans. Provided the conditions enumerated below are met, the Junior Lenders will consent to a refinancing of the Senior Loan on its maturity date by a new permanent loan in an amount equal to the sum of the then outstanding principal balance of the Senior Loan plus reasonable closing costs plus funds to address necessary capital improvements as approved by the Junior Lenders (the "Refinanced Permanent Loan"):

- A.** Borrower shall notify each of the Participating Lenders separately with the proposed terms of such new loan not less than sixty (60) days prior to such refinancing;
- B.** Such loan shall have a minimum term of fifteen (15) years and a minimum amortization period of twenty (20) years;
- C.** The interest rate of such loan shall be fixed for the entire term at a then-competitive and commercially reasonable rate of interest;

- D.** Borrower shall be in compliance with all terms and conditions set forth in the Participating Lender Loan Documents, including but not limited to requirements of the Affordable Housing Restriction;
- E.** Borrower shall provide evidence to each of the Participating Lenders separately that the proceeds of such Refinanced Permanent Loan inure only to the benefit of the Project, such evidence to be satisfactory to Participating Lenders in such lenders' sole discretion;
- F.** The lien position of the Participating Lender Loan shall not be lower than as set forth in Section 1.B.;
- G.** Borrower shall have provided to the Participating Lenders an updated cash flow analysis, a copy of the commitment letter or term sheet for the Refinanced Permanent Loan and other requested documentation at least thirty (30) days prior to such refinancing;
- H.** Borrower shall pay to the Participating Lenders a reasonable transaction fee in an amount to be determined by the Participating Lenders and reimburse the Participating Lenders for legal fees incurred by the Participating Lenders in connection with the closing of the Refinanced Permanent Loan;
- I.** Borrower must be current on all Participating Lender reporting requirements including but not limited to provision of the most recent audited and management-prepared financial statements and evidence of current insurance coverage;
- J.** Borrower may not use the proceeds of the Refinanced Permanent Loan to pay off or make partial repayments of any loans subordinate to the Participating Lender Loan or to make a distribution to any beneficial owner of Borrower without specific additional consent by the Participating Lenders.

The holder of the Senior Loan at such time shall have the option of assigning its rights hereunder to a lender making such Refinanced Permanent Loan (a "Replacement Lender") and such Replacement Lender, upon accepting such assignment in a written instrument delivered to the Junior Lenders, shall be entitled to all of the rights and shall be subject to all of the obligations of a Senior Lender hereunder. The Junior Lenders agree (x) that the mortgages securing the Junior Loans shall be and remain subordinate in all respects to any executed and recorded document(s) securing the Refinanced Permanent Loan, (y) that this Agreement shall remain in full force and effect, with the Refinanced Permanent Loan assuming the position of the Senior Loan under this Agreement and (z) upon request of the Replacement Lender, to execute reasonable documentation confirming the subordination of their respective loans to the Refinanced Permanent Loan on the same terms and conditions as set forth in this Agreement.

15. MISCELLANEOUS. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts and shall inure to the benefit of, and be binding upon, the undersigned and their respective successors and assigns. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Lenders or any of them. This Agreement shall remain in effect so long as the Loan Documents given to at least two Lenders hereunder remain outstanding. Nothing contained herein is intended to or shall impair the obligations of the

Borrower to any Lender or to make the Borrower a third party beneficiary hereof, and no violation of any of the provisions hereof by any Lender shall constitute a defense for, or confer any other rights upon, the Borrower. Except as otherwise expressly provided herein, the rights of the parties to enforce the provisions of this Agreement shall not at any time be prejudiced or impaired (i) by any act or failure to act on the part of any of the parties, including, without limitation, any forbearance, waiver, consent, compromise, amendment, extension or renewal with respect to the Borrower's obligations to a party or any taking or release of or failure to protect or preserve any property of the Borrower, or (ii) by noncompliance by the Borrower with the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. LOW INCOME HOUSING TAX CREDIT REGULATORY AGREEMENT. Each Lender hereby consents to the recording at the Registry of the Regulatory Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lender agrees that if such Lender or any successor or assign of such Lender, ever succeeds to or acquires all or any part of Borrower's interest in the Project, such Lender and any successor or assign of such Lender shall be bound by the terms and conditions of Section 42(h)(6)(E)(ii) of the Code that, during the three-year period following the termination of the Regulatory Agreement as the result of the Lender or any successor or assign of such Lender succeeding to or acquiring such interest by foreclosure or deed in lieu of foreclosure, such Lender and its successors and assigns shall not evict or terminate the tenancy (other than for good cause) of an existing tenant of any low income unit in the Project nor increase the gross rent with respect to any such unit unless otherwise permitted under Section 42 of the Code.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument under Massachusetts law, as of the date and year first above written.

SENIOR LENDER:
EASTERN BANK

By:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of March, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of Eastern Bank, for its stated purpose as the voluntary act of Eastern Bank.

Notary Public

My commission expires:

AGENT LENDER:

THE COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE EXECUTIVE OFFICE OF
HOUSING AND LIVABLE COMMUNITIES
By:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of March, 2024, before me, the undersigned notary public, personally appeared _____ of the Executive Office of Housing and Livable Communities ("EOHLC"), proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of EOHLC, an Executive Office duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007, for its stated purpose as the voluntary act of EOHLC.

Notary Public

My commission expires:

TOWN:

TOWN OF MEDWAY, acting by and through its Select Board

By:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this _____ day of March, 2024, before me, the undersigned notary public, personally appeared _____, member of the Medway Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of Town of Medway.

Notary Public

My commission expires:

SPONSOR:
METRO WEST COLLABORATIVE DEVELOPMENT

By:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of March, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of Metro West Collaborative Development, for its stated purpose as the voluntary act of Metro West Collaborative Development.

Notary Public

My commission expires:

BORROWER:

GBW SENIOR APARTMENTS LLC

By: GBW SENIOR TWO MM LLC, its Managing Member

By: _____

Name: _____

Its: _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of March, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of GBW Senior Two MM LLC, for its stated purpose as the voluntary act of GBW Senior Apartments LLC.

Notary Public

My commission expires:

EXHIBIT A: LEGAL DESCRIPTION



To: Michael Boynton, Town Administrator, Town of Medway
From: Caitlin Madden, Metro West Collaborative Development
Date: March 27, 2024
Re: Glen Brook Way Senior Apartments Final Project Report

Dear Mr. Boynton,

Enclosed please find a final project report for Glen Brook Way Senior Apartments, including the following:

- (a) Architect's Certificate of Substantial Completion (see attachments) - Certification by the project architect that the applicable phase of the Project was completed in accordance with the final approved plans; and
- (b) Certificates of Occupancy (see attachments) - Determination by the Building Commissioner that the applicable phase of the Project has been completed in compliance with all applicable codes; and
- (c) Sources and Uses Tables (see below) - A table comparing the costs and sources in the original approved Project budget to the actual costs and sources, with a short narrative explaining the differences; and
- (d) Project Analysis (see below) - Analysis of the applicable phase of the Project results, including a description of households served and suggestions, if any, for improving the funding and management process or final results of similar future projects.

Construction on Glen Brook Way Senior Apartments began in August 2022 and achieved substantial completion on February 28, 2024, as evidenced by the attached architect's certificates of substantial completion and certificates of occupancy.

Construction on Glen Brook Way Senior Apartments was originally scheduled to be completed in September 2023, but the development encountered delays due to long lead times for electrical equipment, which is an industry-wide issue. The longer construction period and the opportunity to install a larger solar photovoltaic array than originally contemplated led to an increase of \$852,870 in costs for the project, mostly attributable to an increase of \$795,014 in soft costs (see Project Uses table below). The largest items contributing to the soft cost increase are: construction loan interest (+\$241,277), solar photovoltaic array (+\$200,000), architecture and engineering (+\$188,091), clerk of the works (+\$61,421), insurance (+\$54,758), and development consultant (+\$46,436). All of the non-solar cost increases are related to the longer construction period.

In addition to increasing soft costs, the five-month construction delay led to a decrease of \$99,000 in the Federal LIHTC Equity for the project (see Project Sources table below). To offset this decrease and the project cost increases, the development team was able to



increase the project's permanent mortgage and energy incentives. The higher permanent mortgage was made possible by the project's final rents, which are set by state and federal formulas at the time that the apartments are leased and are in accordance to with the affordability restrictions included in the Affordable Housing Restriction. The higher energy incentives were made possible by the project's expected Passive House certification.

Project Uses

Uses	Construction Closing	Construction Completion	Difference
Acquisition	\$718,000	\$718,000	\$0
Construction	\$17,379,57	\$17,417,747	\$34,314
Soft Costs, OH & Fee	\$5,450,577	\$6,245,591	\$795,014
Reserves	\$143,611	\$163,298	\$19,687
Total Uses	\$23,691,766	\$24,544,636	\$849,015

Project Sources

Sources	Construction Closing	Construction Completion	Difference
<i>Equity</i>			
Federal LIHTC Equity	\$10,696,000	\$10,597,000	-\$99,000
State LIHTC Equity	\$2,191,200	\$2,191,200	\$0
<i>Permanent Debt</i>			
First Mortgage	\$4,000,000	\$4,780,000	\$780,000
<i>MA DHCD Soft Debt</i>			
Affordable Housing Trust Fund (AHTF)	\$1,000,000	\$1,000,000	\$0
Community Based Housing (CBH)	\$695,636	\$695,636	\$0
Housing Innovations Fund (HIF)	\$1,579,930	\$1,579,930	\$0
HOME Investment Partnership (HOME)	\$1,000,000	\$1,000,000	\$0
Housing Stabilization Fund (HSF)	\$1,325,000	\$1,325,000	\$0
<i>Local Contribution</i>			
Town of Medway	\$1,100,000	\$1,100,000	\$0
<i>Other</i>			
Deferred Developer Fee	\$50,000	\$50,000	\$0
Energy Incentives	\$54,000	\$222,015	\$168,015
Total Sources	\$23,691,766	\$24,540,781	\$849,015



As of March 21st, 18 apartments have been rented, and the remaining apartments are expected to be rented in the coming months. Metro West CD will provide a description of the households served by Glen Brook Way Senior Apartments at the completion of the rent-up period.

One of the goals for Glen Brook Way Senior Apartments was to achieve Passive House certification, one of the strictest energy efficiency standards. As of this writing, both buildings are expected to achieve Passive House certification.

We are proud to have been able to bring the town's vision for affordable housing to reality and look forward to being long-term members of the Medway community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Caitlin", is placed below the word "Sincerely,".

Caitlin Madden
Executive Director
Metro West Collaborative Development

Attachments

- Architect's Certificate of Substantial Completion – Building D
- Architect's Certificate of Substantial Completion – Building E
- Certificate of Occupancy – Building D
- Certificate of Occupancy – Building E

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Glen Brook Way Phase 2
2 Glen Brook Way (AKA Building D), Medway, MA 02053

Owner: Glen Brook Way Senior Apartments LLC
c/o MetroWest Collaborative Developers
79-B Chapel Street
Newton, MA 02458

Contractor: Dellbrook JKS
15 Research Road #4440
East Falmouth, MA 02536

Architect: Meander Studio Inc.
14 Spring Street, 2nd Floor
Waltham, MA 02453

The work identified below has been reviewed and found, the Architect's best knowledge, information and belief, to be substantially complete and all residential units in the development are in safe and habitable condition. Substantial Completion is the stage of progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

Meander Studio Inc.

Architect


Signature

Michael Wolfson, Principal

Printed Name and Title

January 3, 2024

Date of Substantial Completion

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date to commencement of applicable warranties required by the Contract Documents, except as stated below:

The date of commencement of warranties for items incomplete on the date of Substantial Completion shall be the date the items are accepted in writing as complete.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by parties, and identified as follows:

See attached Incomplete Work list

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of the commencement of warranties for items on the attached list will be the date of the issuance of the final Certificate of Payment or the date of the final payment, whichever occurs first. The Contractor shall complete or correct the Work on the list of items attached hereto within thirty (30) days from the latest signature on this Certificate.

Cost estimate of Work to be completed or corrected: \$67,777.00 (Sixty-nine thousand and Seven hundred and seventy seven dollars).

The responsibility of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

The date of Substantial Completion shall be the date the Owner accepts responsibility for the property including but not limited to the security, maintenance, heat, utilities, damage to the Work and insurance. Owner's and Contractor's legal counsel are responsible to review insurance requirements and coverage. The Contractor shall secure the Certificate of Occupancy and provide this document to the Owner prior to the Owner utilizing the building or allowing staff or residents to utilize the building.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Dellbrook JKS	Greg Inman	Greg Inman PX	15/03/2024
Dellbrook JKS	Signature	Printed Name and Title	Date
Metro West CD	Caitlin madden	Caitlin madden executive dire	15/03/2024
Metro West Collaborative Development	Signature	Printed Name and Title	Date

Signature: 

Email: caitlin@metrowestcd.org

Signature: 
Greg Inman (Mar 15, 2024 08:26 EDT)

Email: ginman@dellbrookjks.com

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Glen Brook Way Phase 2
6 Glen Brook Way (AKA Building E), Medway, MA 02053

Owner: Glen Brook Way Senior Apartments LLC
c/o MetroWest Collaborative Developers
79-B Chapel Street
Newton, MA 02458

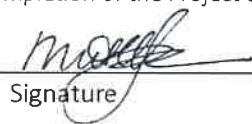
Contractor: Dellbrook JKS
15 Research Road #4440
East Falmouth, MA 02536

Architect: Meander Studio Inc.
14 Spring Street, 2nd Floor
Waltham, MA 02453

The work identified below has been reviewed and found, the Architect's best knowledge, information and belief, to be substantially complete and all residential units in the development are in safe and habitable condition. Substantial Completion is the stage of progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

Meander Studio Inc.



Architect

Signature

Michael Wolfson, Principal

Printed Name and Title

February 28, 2024

Date of Substantial Completion

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date to commencement of applicable warranties required by the Contract Documents, except as stated below:

The date of commencement of warranties for items incomplete on the date of Substantial Completion shall be the date the items are accepted in writing as complete.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by parties, and identified as follows:

See attached Incomplete Work list

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of the commencement of warranties for items on the attached list will be the date of the issuance of the final Certificate of Payment or the date of the final payment, whichever occurs first. The Contractor shall complete or correct the Work on the list of items attached hereto within thirty (30) days from the latest signature on this Certificate.

Cost estimate of Work to be completed or corrected: \$71,878.00 (Seventy-one thousand, eight hundred and seventy-eight).

The responsibility of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

The date of Substantial Completion shall be the date the Owner accepts responsibility for the property including but not limited to the security, maintenance, heat, utilities, damage to the Work and insurance. Owner's and Contractor's legal counsel are responsible to review insurance requirements and coverage. The Contractor shall secure the Certificate of Occupancy and provide this document to the Owner prior to the Owner utilizing the building or allowing staff or residents to utilize the building.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

	Greg Inman	Greg Inman PX	15/03/2024
Dellbrook JKS	Signature	Printed Name and Title	Date
	Caitlin madden	Caitlin madden executive dire	15/03/2024
Metro West Collaborative Development	Signature	Printed Name and Title	Date

Signature: 

Email: caitlin@metrowestcd.org

Signature: 
Greg Inman (Mar 15, 2024 08:27 EDT)

Email: ginman@dellbrookjks.com

The Commonwealth of Massachusetts

Town of Medway

In accordance with the Massachusetts State Building Code, Section 111.0, this

CERTIFICATE OF USE AND OCCUPANCY

is issued to: **Moses Cordeiro**

Work Description: **Building D - 20 Unit New Construction Residential Apartment Building, 3 Story Wood Frame**

I certify that the premises known as PARCEL **65-024** located at **2 GLEN BROOK WAY** in the **Town of Medway**, County of **Norfolk**, Commonwealth of Massachusetts, has been inspected for compliance with the requirements of 780CMR for the occupancy and division of occupancy and the use for which the proposed occupancy is classified for.



Jonathan Ackley

Building Commissioner

Issue Date: **January 11, 2024**

Type of Construction: **VA - Automatic Sprinkler Required**

Use and Occupancy:

R-2 Residential Multi-Family

Occupancy Load: **Level 1 - 148**

Level 2 - 96

Level 3 - 96

Code Edition: **9th Edition 780 CMR**

The building official shall be notified of any changes in the above information.

The Commonwealth of Massachusetts

Town of Medway

In accordance with the Massachusetts State Building Code, Section 111.0, this

CERTIFICATE OF USE AND OCCUPANCY

is issued to: **Moses Cordeiro**

Work Description: **6 Glen Brook Way, Building E - 3 Story Wood Frame new construction. Addition to Building C of phase I. 24 total units, 47,520 sq. ft.**

I certify that the premises known as PARCEL **65-024** located at **6 GLEN BROOK WAY** in the **Town of Medway**, County of **Norfolk**, Commonwealth of Massachusetts, has been inspected for compliance with the requirements of 780CMR for the occupancy and division of occupancy and the use for which the proposed occupancy is classified for.



Jonathan Ackley

Building Commissioner

Issue Date: **February 28, 2024**

Type of Construction: VA - Automatic Spinkler Required

Uses: R-2 Residential Multi-Family

Occupant Load: Level 1 - 231, Level 2 - 74, Level 3 - 74

Code Edition: 9th Edition

The building official shall be notified of any changes in the above information.

AGENDA ITEM

#7

**Vote: Re-open May 13, 2024, Annual
Town Meeting Warrant, Add Fire
Apparatus Borrowing Authorization
Article, Close Warrant**

Associated back up materials attached:

- *Refer to Draft May 13, 2024, Annual Town Meeting Warrant in next agenda item*

Proposed Motion:

I move that the Board vote to re-open the May 13, 2024 Annual Town Meeting Warrant, add the Fire Apparatus Borrowing Authorization Article, and close the warrant.

AGENDA ITEM

#8

Discussion/Vote Recommendations: May 13, 2024, Special and Annual Town Meeting Warrants

Associated back up materials attached:

- *Draft May 13, 2024, Special Town Meeting Warrant*

NOTE: Please vote recommendation to approve, disapprove, or TBD for Articles 1, 3, and 7

- *Draft May 13, 2024, Annual Town Meeting Warrant*

NOTE: Please vote recommendation to approve, disapprove, or TBD for Articles 12, 23, 24, and 25

TOWN OF MEDWAY
WARRANT FOR MAY 13, 2024
SPECIAL TOWN MEETING

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street**, on **Monday, May 13, 2024**, at 7:00 PM, then and there to act on the following articles:

ARTICLE 1: (Prior Year Bills)

To see if the Town will vote to transfer \$XX from available Fiscal Year 2024 funds for the purpose of paying prior year, unpaid bills of the Town, as follows, or act in any manner relating thereto.

Total	\$XX

SELECT BOARD

SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Free Cash Transfer: Cassidy Parking Lot Improvements)

To see if the Town will vote to transfer \$200,000 from Certified Free Cash to supplement the amount previously allocated to the Cassidy parking lot improvements project, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Free Cash Transfer: Snow and Ice Deficit)

To see if the Town will vote to transfer a sum of money from available funds and/or Certified Free Cash for the purpose of funding the Snow & Ice Fiscal Year 2024 appropriation deficit, or act in any manner relating thereto.

DEPARTMENT OF PUBLIC WORKS

SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Ambulance Receipts Reserves Transfer: Purchase New Ambulance)
To see if the Town will vote to transfer \$460,000 from Ambulance Receipts Reserves for the purpose of purchasing and equipping a new ambulance, and for the payment of all other incidental and related costs, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Reserve for Overlay Release; Transfer to Dispatch Equipment Replacement and Capital Stabilization)
To see if the Town will vote to transfer \$656,785 from Overlay Surplus, \$456,785 to be directed to the purchase of replacement public safety dispatch equipment and \$200,000 to the Capital Stabilization Fund, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (CPA Transfer: Medway Community Farm Structure)
To see if the Town will vote to transfer \$50,000 from Community Preservation Act funds for the purpose of constructing a multi-purpose structure on Town-owned property at 50 Winthrop Street, and for the payment of all other incidental and related costs, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Repurpose Water Project Funds)
To see if the Town will vote to transfer the sum of \$XX from the funds authorized under Article 11 of the May 9, 2022, Annual Town Meeting warrant for the purpose of constructing a water treatment plant at 19 Populatic St, which amount is no longer needed for this purpose, to fund the construction of a new pump house at Oakland Street and a meter vault and piping at Village Street, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (Repurpose Monetary Articles: School Projects)

To see if the Town will vote to transfer the sum of \$30,465.90 from the funds authorized under the prior Town Meeting Articles as shown in Table 1 below, which amounts are no longer needed for such purposes, to the project and in the amount listed in Table 2 below, or act in any manner relating thereto.

TABLE 1

Town Meeting Date	Article	Description	Transfer From Amount
6/8/20 Annual	7	High School Outdoor Running Track Repair	\$9,914.71
5/9/22 Annual	7	Memorial Tile Flooring Replacement	5,002.12
5/9/22 Annual	7	Memorial Window Glazing	666.46
5/8/23 Annual	7	Middle School Library Upgrades	23.60
5/8/23 Annual	7	McGovern Tile Abatement & Replacement	4,295.97
5/8/23 Annual	7	Memorial Chimney Stack Replacement	3,640.10
11/13/23	8	Student Transport Vans (2)	6,922.94
Total			\$30,465.90

TABLE 2

Town Meeting Date	Article	Description	Transfer To Amount
11/13/23	14	Memorial Roof Design	30,465.90
Total			\$30,465.90

SCHOOL DEPARTMENT

SELECT BOARD RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION:

TOWN OF MEDWAY
WARRANT FOR MAY 13, 2024
ANNUAL TOWN MEETING

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street**, on **Monday, May 13, 2024**, at 7:30 PM, then and there to act on the following articles:

ARTICLE 1: (Debt Stabilization Fund Transfer)

To see if the Town will vote to transfer the sum of \$39,000 from the Debt Stabilization Fund to the Fiscal Year 2025 operating budget for the purpose of offsetting a portion of debt exclusion projects, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 2: (Transfer from Ambulance Receipts to General Fund)

To see if the Town will vote to transfer \$767,000 from Ambulance Receipts Reserved for Appropriation to the Fiscal Year 2025 General Fund Operating Budget, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Appropriation: FY25 Operating Budget)

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town, provide for a Reserve Fund, and determine what sums of money the Town will raise and appropriate, including appropriation from available funds, to defray charges and expenses of the Town including debt and interest, for the Fiscal Year ending June 30, 2025, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Appropriation: FY25 Water Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$5,438,224 for the maintenance of the Water Department Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 1,060,621
Expenses	895,400
Debt	2,989,040
Direct Costs Total	\$ 4,945,061

Indirect Costs

Indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

Indirect Costs Total	\$493,163
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Total	\$5,438,224
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$5,200,000
Retained Earnings	238,224
Total	\$5,438,224

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Appropriation: FY25 Sewer Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,040,739 for the maintenance of the Sewer Department Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 286,204

Expenses	1,369,600
Debt	225,887
Direct Costs Total	\$1,881,691

Indirect Costs

Indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

Indirect Costs Total	\$159,048
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Total	\$2,040,739
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$2,019,158
Sewer Betterment Transfer	21,581
Total	\$2,040,739

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (Appropriation: FY25 Solid Waste Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$1,821,866 to operate the Solid Waste/Recycling Department Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

	Amount
Salaries	\$ 57,385
Expenses	1,576,000
Debt Service	48,444
Direct Costs Total	\$1,681,829

Indirect Costs

Indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

Indirect Costs Total	\$140,037
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Total	\$1,821,866
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And further that the above listed appropriations be funded as follows:

Trash Recycling Fees/Bag Revenues	\$1,821,866
Total	\$1,821,866

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Free Cash Appropriation: Capital and Other Items)

To see if the Town will vote to appropriate the sum of \$2,503,752 from Certified Free Cash for the purpose of funding the following capital and other items, including associated engineering, personnel, maintenance, and legal service costs, and for the payment of all other costs incidental or related thereto:

Project	Department	Cost
Vermac Full Matrix Message Board	IT	\$22,000
Dept Furniture, Fixtures, and Equipment	IT	10,000
Security Systems	IT	25,000
Projection Equipment	IT	108,000
Technology Equipment	IT	75,000
Infrastructure Equipment	IT	140,000
New Voting Booths and Tables	Town Clerk	9,800
Baseline Doc for Conserv Land and Restrictions w/ Survey	Comm & Econ Devlt	24,000
Red Dot Optics	Police	11,906
Electronic Control Weapon Replacement	Police	27,929
Emergency Communications Equipment	Police	36,000
Hydraulic Extrication Tools	Fire	100,000
Replace 2014 Ford F250	School	68,000
High School Auditorium Stage Lighting	School	117,000
Burke Elem MEDI Wing Floor Abatement and Re-Tile	School	150,000
McGovern Cafeteria A/C	School	150,000
Replace 715	DPW	30,000
Village St Drainage Improvements	DPW	30,500
Replace 714	DPW	45,617
Curb Box Machine	DPW	13,000
Replace Light Towers	DPW	65,000
Vibroscreen	DPW	130,000
Various Storm Water Improvement	DPW	200,000
Roads and Sidewalks	DPW	750,000
Replace 347 Wing Mower 2013	DPW	100,000
Police Station Light Fixture Replacement	DPW	30,000
Repair Sink Hole Outside Story Hour Room	Library	5,000

Story Hour Room and Area Ventilation	Library	30,000
Free Cash Total		<u>\$2,503,752</u>

Or act in any manner relating thereto.

**CAPITAL IMPROVEMENT
PLANNING COMMITTEE**

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (Raise & Appropriate: Roads & Sidewalks)

To see if the Town will vote to raise and appropriate the sum of \$800,000 for the purposes of making repairs to various roads, sidewalks, bridges, and related appurtenances, and to fund, as needed, design, engineering, and construction management services, and for the payment of all other costs incidental and related thereto, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 9: (Water Retained Earnings Transfer: Replace Ford F550)

To see if the Town will vote to transfer the sum of \$105,000 from Water Enterprise Fund retained earnings for the purpose of funding the replacement of a 2013 Ford F550 (Veh. 417), or act in any manner relating thereto.

PUBLIC WORKS DEPT.

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 10: (Sewer Enterprise Retained Earnings Transfer: Inflow & Infiltration)

To see if the Town will vote to transfer from Sewer Enterprise Fund retained earnings the sum of \$200,000 for the purpose of funding sewer inflow and infiltration work, or act in any manner relating thereto.

PUBLIC WORKS DEPT.

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 11: (Hanlon Track & Field Construction, Incl. Transfer from CPA Funds and Athletic Stabilization)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds \$2,300,000 for the purpose of funding the replacement of the Hanlon track and field at Medway High School, including engineering, design, project management and site preparation, and for the payment of all other costs incidental and related thereto; and for the payment of all other costs incidental and related thereto, \$1,565,000 is to be borrowed, \$500,000 is to be transferred from Community Preservation Act funds, and \$300,000 transferred from the Athletic Stabilization fund, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 12: (Capital Stabilization Transfer: Memorial School Roof Replacement)

To see if the Town will vote to transfer a sum of money from the Capital Stabilization Fund for the purpose of design, engineering, and construction of the Memorial Elementary School roof, and for the payment of all other costs incidental and related thereto, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **To Be Determined**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 13: (Appropriation: OPEB Trust)

To see if the Town will vote to raise and appropriate the sum of \$300,000 to the Town of Medway Other Post-Employment Benefits (OPEB) Trust account, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 14: (Appropriation: General Stabilization)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$100,000 to be allocated to the General Stabilization Fund, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 15: (Appropriation: Community Preservation Committee)

To see if the Town will vote to act on the report of the Community Preservation Committee for the Fiscal Year 2025 Community Preservation budget and to appropriate, or reserve for later appropriations, monies from the Community Preservation Fund annual revenues or available funds for the administrative expenses of the Community Preservation Committee, the payment of debt service, the undertaking of community preservation projects and all other necessary and proper expenses for the Fiscal Year 2024, as follows:

CPA Administration:	
CPC Expenses	\$15,000
CPC Salaries	5,000
CPC Debt Expense	397,975
Transfer to Affordable Housing Trust:	
Coordinator Salary/Expense	10,000
Expenses	7,500
Historic Resources:	
Historic Property Signs	4,500
Open Space:	
Total Direct Costs	\$439,975

10% of Estimated Reserves: Fund Revenues	
Open Space	\$151,438
Community Housing	\$133,938
Historical Preservation	\$146,938

or act in any manner relating thereto.

COMMUNITY PRESERVATION COMMITTEE

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 16: (Medway Grid PILOT Authorization)

To see if the Town will vote to authorize the Select Board to execute the negotiated Payment In Lieu of Taxes (PILOT) agreement with Medway Grid, LLC, for the new battery energy storage project proposed to be constructed and installed at 49, 53, and 55 Milford Street, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 17: (Amend General Bylaws –Revolving Funds; Authorize FY25 Spending Limits)

To see if the Town will vote, pursuant to Massachusetts General Laws Chapter 44, Section 53E1/2, to amend the General Bylaws Section 27, Revolving Funds, by inserting a new revolving fund as shown in **bold** as follows:

Program or Purpose	Authorized Representative or Board to Spend	Department Receipts
School Transportation	School Department	Student transportation fees and charges.

And, further, to set Fiscal Year 2025 spending limits for revolving funds as follows:

Program or Purpose	FY2025 Spending Limit
Self-supporting parks and recreation services, including salaries and benefits	\$620,000
Dial-a-ride van service for seniors and disabled; shuttle service to Norfolk commuter rail station, and other necessary transportation services	\$130,000
Library printer, copier and fax expenses	\$3,200
Library meeting room	\$1,000
Thayer Homestead partial self-support of property, including salaries and benefits	\$95,000
Tobacco license compliance inspections	\$2,500
School Transportation	\$300,000

or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 18: (Amend General Bylaws: Scenic Roads)

To see if the Town will vote to amend its General Bylaws by enacting a new Bylaw entitled Scenic Road Bylaw as set forth below, with the correct Section number to be assigned by the Town Clerk.

Scenic Road Bylaw

I. GENERAL

A. Purpose – This Bylaw is enacted for the purpose of further protecting the natural beauty

that currently exists within the rights-of-way of select roads in the Town of Medway pursuant to M.G.L. chapter 40, section 15C.

B. Designated Scenic Roads – The twenty-four roads designated as Scenic Roads at the Town Meeting of December 30, 1975 and an additional one road designated as a Scenic Road at the Town Meeting of May 14, 2001. Additional roads may be designated as Scenic Roads by vote of Town Meeting in accordance with the provisions of M.G.L. chapter 40, section 15C.

C. Regulations – The Planning and Economic Development Board may promulgate rules and regulations to implement this Bylaw, including but not limited to procedures for submission and review of applications, application requirements, filing fees, waivers, decision criteria, and other matters.

II. PROCEDURES

The procedure for filing an application and for the public hearing are governed by M.G.L. chapter 40, section 15C and the Board's Rules and Regulations for Review and Issuance of Scenic Road Permits.

III. ENFORCEMENT

A. Failure to file – A person's failure to file with the Board for a Scenic Road Work Permit for the cutting or removal of a tree(s) or the tearing down or destruction of stone walls, or portions thereof within the right-of-way on a Scenic Road will necessitate that person's immediate filing for the required permit. Restoration measures, as determined by the Board after a Scenic Road public hearing, may be required.

B. Compliance – The failure by an applicant to comply with the duly issued decision of the Board in a Scenic Road Work Permit after one year from issuance may necessitate the enforcement of remedial measures which the Board deems necessary, including, but not limited to enforcement through non-criminal disposition and additional restoration measures.

C. Enforcement – The Building Commissioner, the Tree Warden, the Director of Public Works or his/her designee may enforce violations of this Bylaw.

D. Penalties- Anyone who violates the provisions of this Bylaw shall be punished by a fine of not more than \$300.00 per violation. As an alternative means of enforcement, the violator may be subject to non-criminal disposition in accordance with M.G.L., Chapter 40, Section 21D, as follows:

1. First offense: \$100 per violation;
2. Second offense: \$200 per violation;
3. Third and all subsequent offenses: \$300 per violation;
4. Each day's failure to comply shall constitute a separate and distinct offense.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 19: (Amend Zoning Bylaws: Awning Signs)

To see if the Town will vote to amend the Zoning Bylaw Section 7.2 Signs by amending Section 7.2.B.7 as follows, deleted language is shown in strikethrough, new language is shown in bold:

7. Computation of Sign Area for Awning Signs:

- a. ~~For signs on internally illuminated awnings where the awning is comprised in whole or in part with translucent material,~~ The sign surface area shall be considered to be the smallest single rectangle as measured with vertical and horizontal lines, enclosing the entire area **of the sign**, ~~is fabricated with the translucent material~~ including but not limited to all lettering and wording, all accompanying designs, logos or symbols, and any contrasting background area.
- b. ~~For signs on externally illuminated awnings, the sign surface area shall include the entire area of awning that is externally illuminated.~~

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 20: (Amend Zoning Bylaws: Parking)

To see if the Town will vote to amend the Zoning Bylaw Section 7.1.1 Off-Street Parking by amending Table 3: Schedule of Off-Street Parking Requirements by changing the required number for ARCPUD housing from “2.0 spaces per unit” to “1.5 spaces per unit”.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 21: (Amend Zoning Bylaws: Outdoor Displays)

To see if the Town will vote to amend the Zoning Bylaw by adding as Section 5.4.1:

5.4.1. Outdoor Displays.

A. Outdoor Displays which comply with the following requirements are allowed as of right in zoning districts Central Business, Village Commercial, Neighborhood Commercial, and Business Industrial:

1. Outdoor displays are prohibited on any parking, delivery or loading areas; fire lanes; drive aisles; or sidewalks where less than 6 feet of sidewalk width remains for pedestrian access; or any other location that could cause a safety hazard.
2. Only products offered for sale by the store may be displayed. The sidewalk space shall not be leased to or used by an outside vendor or include self-contained fixtures such as vending machines, or coin operated amusements.
3. Merchandise must be displayed such that a minimum of 6 feet of sidewalk clearance is maintained at all times for pedestrians and handicap accessibility. Items should be located immediately adjacent to the building and may not extend beyond the subject business' storefront space. Display items shall not obstruct the normal ingress and egress from the subject business or other nearby businesses.
4. Outdoor display racks and shelving shall be:
 - a. Constructed of sturdy materials such as wood, iron, steel, clay, canvas, aluminum, or plastic. Prohibited shelving materials are glass, porcelain, and other breakable materials, including any items that may pose a hazard.
 - b. Maintained and in good condition at all times. Broken, rusting, degraded, torn, tattered or similar items shall be removed promptly.
5. Displayed merchandise shall not pose any health or safety hazard.
6. Displays shall specify that the actual sale of outdoor merchandise shall take place inside the store.
7. No additional business signage beyond pricing and product information is allowed.
8. The display is subject to the determination by the fire department that any overhang above the display area is of noncombustible material, or if it is combustible, subject to a fire protection plan approved by the fire department.

B. Any proposed outdoor display that does not meet these standards requires a special permit from the Zoning Board of Appeals.

And by amending Section 5.4 Table 1: Schedule of Uses, by adding after "Outdoor Display" the words "Subject to Section 5.4.1".

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 22: (Amend Zoning Bylaws: Housekeeping)

To see if the Town will vote to amend the Zoning Bylaw as follows, deleted language is shown in strikethrough, new language is shown in bold:

(1) Delete Section 1.5 Amendment in its entirety.

(2) Amend Central Business Zoning District, Section 10.4.C.1.a to read:

(a) Rowhouse (RH) **as set forth in Table 9.4.C.1.A**

(3) Amend the first sentence of Section 10 Central Business District, section 10.3.D.7:

7. The maximum height of a mixed use building may be extended by no more than ~~12 additional feet and~~ one additional story, **which may not exceed 12 feet in height**, by special permit from the PEDB if the proposed development includes a provision for permanently protecting a portion of the development as conservation or open space land, beyond the requirements for open space established in this bylaw, by means of a conservation restriction, conveyance to the Town, or conveyance to a nonprofit organization, the principal purpose of which is the conservation of open space.

Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

SELECT BOARD RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 23: (Multifamily Overlay District)

To see if the Town will vote to amend the Medway Zoning Bylaw by inserting a new Section 5.6.5, Multifamily Overlay District, as set forth below; and to amend its Zoning Map to insert the new Multifamily Overlay District as shown on the proposed Multifamily Overlay District zoning map below.

5.6.5 Multifamily Overlay District

A. Purposes. The purposes of the Multifamily Overlay District (MOD) are to:

1. Provide for multifamily housing development in accordance with G.L. c. 40A, § 3A;
2. Encourage the production of a variety of housing sizes and types to provide access to new housing for people with a variety of needs and income levels; and
3. Increase the tax base through private investment in new housing development.

B. Establishment of District

The MOD is shown on the map entitled, Multifamily Overlay District, and dated [**date**], on file with the Town Clerk.

C. Applicability.

Development of land within the MOD may be undertaken subject to the requirements of this Section 5.6.5 or by complying with all applicable requirements of the underlying district. Developments proceeding under this Section 5.6.5 shall be governed solely by the provisions herein and the standards or procedures of the underlying districts shall not apply. Where the MOD provides for uses and dimensional controls not otherwise allowed in the underlying district and/or applicable overlay districts, the provisions of the MOD shall control. Uses and dimensional controls of the MOD are not subject to any special permit requirements of the underlying district and/or applicable overlay districts. Where the MOD requires a special permit as provided herein, the Planning and Economic Development Board shall be the special permit granting authority.

The MOD contains the following sub-districts, all of which are shown on the Multifamily Overlay District map:

Subdistrict 1/Summer Street

Subdistrict 2/Main Street

D. Use Regulations

The following uses shall be permitted in the MOD, subject to MOD Development Plan Review under Section 5.6.5(I). Section 3.5, Site Plan Review, shall not apply to developments under this Section 5.6.5.

1. Multifamily housing. For purposes of this Section 5.6.5, multifamily housing includes a building with three or more dwelling units or two or more buildings on the same lot with more than one dwelling unit in each building.
2. Accessory uses
 - a) Swimming pool
 - b) Tennis court, other game court
 - c) Off-street parking

E. Density and Dimensional Regulations

1. Basic Standards

	Summer Street	Main Street
Minimum lot area	2 acres	1 acre
Maximum lot coverage	20%	20%
Minimum open space	70%	30%
Maximum height		
Stories (maximum)	3	3
Feet (maximum)	45	45
Minimum frontage	100	100
Minimum setbacks:	25	25
Front	25	25
Side	15	15
Rear	20	20

Maximum units per acre	16	16
Maximum units per building	24	24

2. Height Increase by Special Permit.

- a. The maximum height of a multifamily building may be extended by no more than one additional story, which may not exceed 12 feet in height, by special permit from the Board if the proposed development provides for an increase in open space beyond the minimum open space requirements established in this Section 5.6.5, provided that the additional open space shall be protected by means of a conservation restriction, conveyance to the Town, or conveyance to a nonprofit organization, the principal purpose of which is the conservation of open space. The minimum open space requirements in this Section 5.6.5 include the minimum open space percentage set forth in Subsection E.1 above; all required front, side and rear setbacks; all transitional buffers required under Subsection E.3; outdoor amenity spaces; and any other applicable requirements in the Zoning Bylaw that require any portion of the site to remain in an open or undeveloped state.
- b. In determining whether to grant a special permit for the additional height, the Board shall consider the following factors: whether the proposal provides for better site design; whether the proposal helps mitigate any impacts on abutting properties; whether the proposal increases the protection of wetlands and other sensitive environmental areas; and whether the proposal helps to protect important topographical features and reduce land disturbance, filling, and cutting. In any case where the additional open space land is not conveyed to the Town, a restriction enforceable by the Town shall be recorded providing that the land shall be kept in an open or natural state and not to be developed. All conservation restrictions must be approved by Town Counsel.

3. In addition to the standard in subsections 1 and 2 above, developments in the MOD shall provide a Transitional Buffer Zone to create a compatible transition with surrounding neighborhoods. The Transitional Buffer Zone shall consist of a minimum setback of 50 feet along all rear and side property lines that abut lots in residential zoning districts if those lots are not within the MOD. Existing trees and other vegetation shall be preserved unless it is necessary to remove them, (e.g. invasive species, diseased trees), and shall be supplemented with additional landscaping as appropriate to mitigate noise, lighting, and building mass from the multifamily housing.

F. Affordable Housing. Any residential or mixed-use development in the MOD shall comply with Section 8.6 of this Bylaw, except as follows:

1. In any development of six or more units in the MOD, at least 10 percent of the units shall be affordable housing units. Section 8.6(C)(1), Table 11, shall not apply in the MOD.
2. All affordable units in the MOD shall be on-site units. Other methods of providing affordable units under Section 8.6(D)(2),(3), and (4) shall not apply in the MOD.

G. Off-Street Parking

1. In the MOD, off-street parking shall comply with Section 7.1.1 except as provided in this Section 5.6.5.
2. For multifamily development in the MOD, there shall be at least 1.5 parking spaces per unit.
3. Bicycle spaces. Covered bicycle spaces shall be provided for any multifamily development of 10 or more units. The number of covered bicycle parking spaces shall be 1 for every 3 units.
4. Surface parking shall be located to the rear or side of the principal building and shall not be located not within the minimum setback between the building and any lot line adjacent to the street or internal access drive. No surface parking shall be located between the front building line of a residential building and the front lot line.
5. Structured parking in a separate parking garage shall be located at least 20 feet behind the front building line of the multi-family dwellings on the lot.

H. Site Development Standards. Unless otherwise provided herein, site development shall comply with Section 7 of the Zoning Bylaw.

1. Connectivity. Developments shall provide accessible walkways connecting building entrances to building entrances, buildings to streets, and buildings to sidewalks and adjacent public features, such as parks and playgrounds, with minimal interruption by driveways.
2. Parking lot aisles and access and interior driveways shall not count as walkways. The Board may require benches, waiting areas, bicycle racks, stroller bays, and other sheltered spaces near building entrances.
3. To the maximum extent possible, walkways should have some degree of shelter achieved through the use of building fronts, trees, low hedges, arcades, trellised walks, or other means to delimit the pedestrian space.
4. Site landscaping shall not block a driver's view of oncoming traffic. No fence, wall, sign, landscaping, or plantings shall be placed within the clear sight triangle so as to obstruct visibility at any internal intersection, or any intersection with a public or private way. The clear sight triangle is that formed by the intersecting ways or drives and a straight line joining said lines at a point twenty feet distant from the point of intersection. See Section 6.2.F.4 for clear sight triangle diagram.
5. Vehicular access. Where feasible, curb cuts shall be minimized. While common driveways providing access from a public way are not permitted, they are encouraged to serve units within the development.
6. Plantings. Plants on the Massachusetts Prohibited Plant List, as may be amended, are

prohibited. To the maximum extent feasible, all landscaping shall be native, drought resistant, pest tolerant, salt tolerant, hardy for Zone 6, and non-invasive as identified in *The Evaluation of Non-Native Plant Species for Invasiveness in Massachusetts* by the Massachusetts Invasive Plant Advisory Group.

7. Lighting. Outdoor lighting shall comply with Section 7.1.2 of this Zoning Bylaw.
8. Mechanicals. Mechanical equipment at ground level shall be screened by a combination of fencing and plantings. Rooftop mechanical equipment shall be screened from view.
9. Dumpsters. Dumpsters shall be screened by a combination of fencing and plantings.. Where feasible, dumpsters or other trash and recycling collection points shall be located within the building.
10. Stormwater management. The applicant shall propose strategies that demonstrate compliance with the most current versions of the Massachusetts Department of Environmental Protection Stormwater Management Standards, the Massachusetts Stormwater Handbook, Massachusetts Erosion Sediment and Control Guidelines, and an Operations and Management Plan for both the construction activities and ongoing postconstruction maintenance and reporting requirements. Stormwater management calculations will be based on NOAA Atlas 14+.
 - a. The Post-Construction Stormwater Management Plan and its associated Long-Term Operation and Maintenance Plan shall comply with Article 26 Stormwater Management and Land Disturbance of the Medway General Bylaws, the Town's Land Disturbance Permit Rules and Regulations, and the current Massachusetts Stormwater Handbook.
 - b. Low Impact Development (LID) – Applicants shall incorporate Low Impact Development (LID) management practices including nature-based management measures in site design and incorporate environmentally sensitive design principles unless infeasible and shall comply with the following requirements:
 - (i) Reduce runoff and pollutant loading by managing runoff as close to its source as possible;
 - (ii) Utilize integrated LID and individual small-scale stormwater management practices (isolated LID practices) to promote the use of natural systems for infiltration, evapotranspiration, the harvesting and use of rainwater, and reduction of flows to drainage collection systems;
 - (iii) Reduce impervious cover;
 - (iv) Conserve and protect natural lands, especially open space landscapes, high-quality wildlife habitat, or existing farmland;
 - (v) Utilize compact building design and increasing density to prevent sprawl,

enhance walkability, and preserve more undisturbed natural areas;

- c. Subsurface detention and infiltration systems shall be designed with access manholes and inspection ports to provide proper means to inspect and maintain the system. All subsurface detention and infiltration systems shall contain an internal “forebay” or pre-treatment chamber row which will allow treatment of first flush runoff (the first 1” of any rainstorm) before discharging stormwater to the remainder of the system and shall be designed to allow for proper access for inspection and maintenance.
- d. Infiltration measures shall be provided to mitigate post-development increases in runoff resulting from proposed rooftops. Runoff from proposed rooftops throughout the site shall be directly routed to dedicated infiltration Best Management Practices (BMPs). Discharge of roof runoff directly to surface grade is strictly prohibited. If runoff is directed to infiltration BMPs which also mitigate surface runoff, the roof runoff shall be directly discharged to the BMP and not allowed to comeingle with untreated surface runoff prior to discharge to the BMP. Installation of metal roofs on buildings and structures depicted on the site plan shall meet the requirements of the most current updated version of the MA Stormwater Handbook.

11. Buildings.

- a. The orientation of multiple buildings on a lot should reinforce the relationships among the buildings. All building façade(s) shall be treated with the same care and attention in terms of entries, fenestration, and materials.
- b. Building(s) adjacent to a principal access drive shall have a pedestrian entry facing that access drive.
- c. To encourage clustering of buildings and preservation of open space, placement and separation of buildings shall be subject to review and comment by the Fire Chief with regard to fire safety.

12. Outdoor Amenity Space. A minimum of 20% of the lot shall be dedicated to Outdoor Amenity Space. The Outdoor Amenity Space may consist of any of the Outdoor Amenity Space types in Table 9.6.B.1 of this Bylaw other than Pedestrian Passage or Outdoor Dining. The Outdoor Amenity Space shall also comply with the Description and Design Standards of Table 9.6.B.1. The minimum 20% of Outdoor Amenity Space may be reduced or waived to comply with the required density of G.L. c. 40A, § 3A and the associated Compliance Guidelines.

I. MOD Development Plan Approval

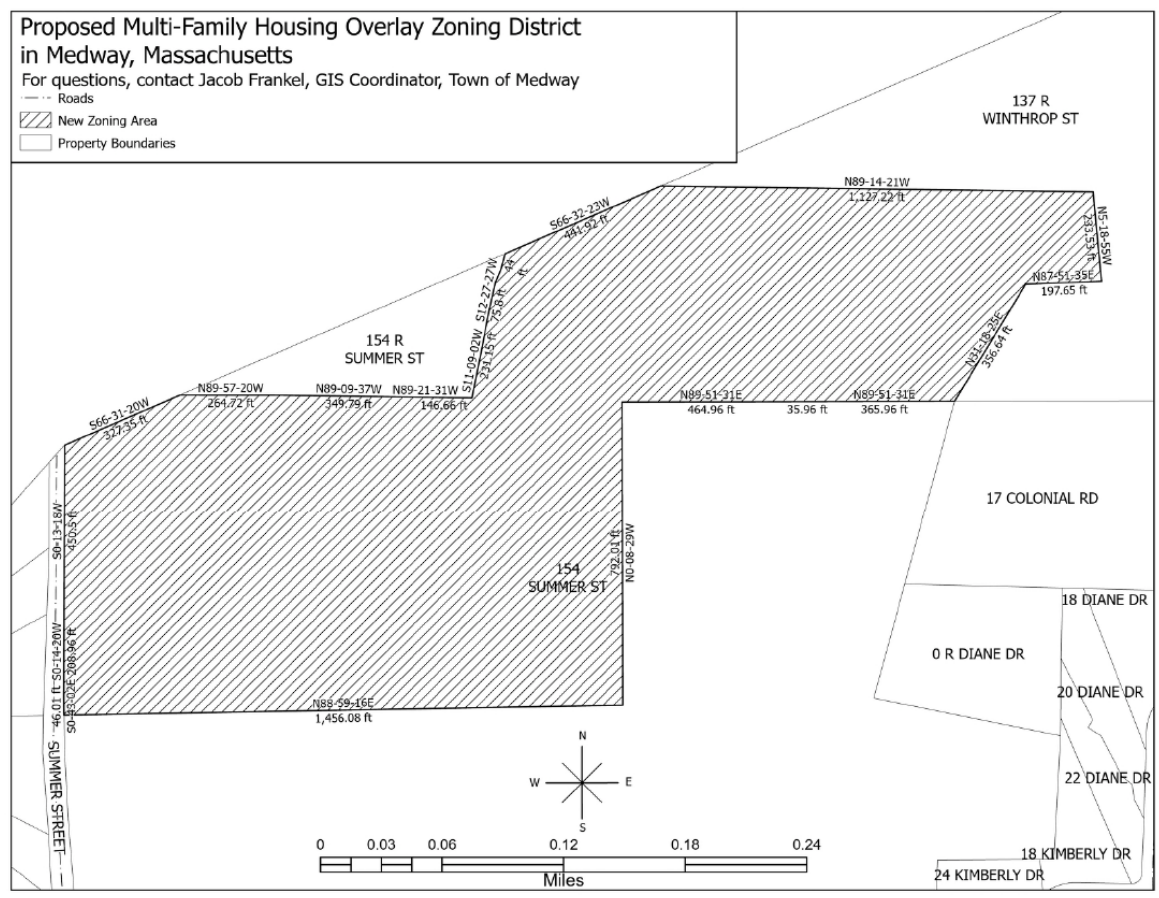
- 1. All uses in the MOD shall be subject to MOD Development Plan Approval under this Section 5.6.5 to the maximum extent possible. No provision of Section 5.6.5 shall allow a denial or unreasonable conditioning of a multifamily use.

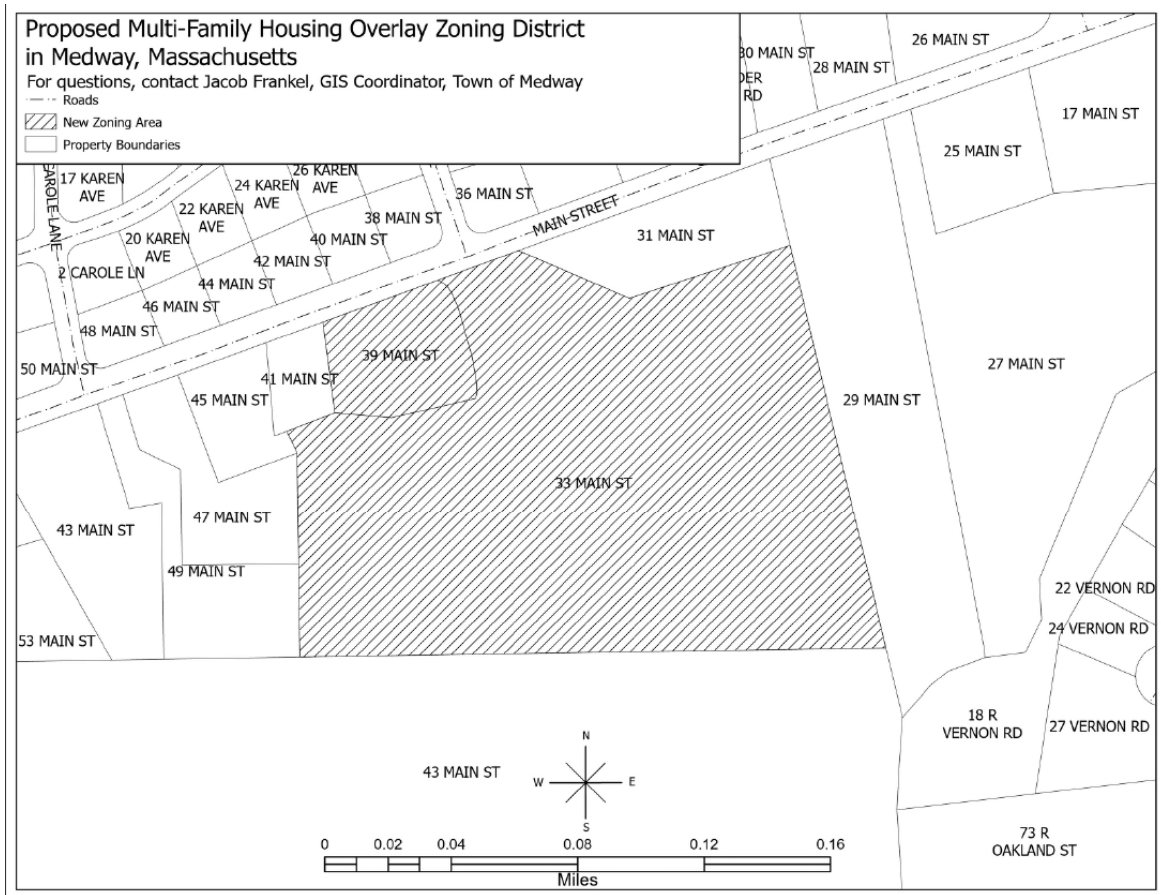
2. Application Procedures. Application for Development Plan Approval under this Section 5.6.5 shall be filed with the Town Clerk. The filing shall include all required forms and submission requirements in the Planning and Economic Development Board's Multifamily Overlay District Rules and Regulations. A copy of the Application, including the date and time of filing, as well as the required number of copies of the Application, shall be filed forthwith by the Applicant with the Planning and Economic Development Board.
3. Upon receipt by the Board, applications shall be distributed to the Building Commissioner, Fire Chief, Police Chief, Health Department, Conservation Commission, Select Board, and the Department of Public Works. Any reports from these reviewing parties shall be submitted to the Board within 35 days of filing of the Application. The Planning and Economic Development Board or its designee shall forward to the Applicant copies of all comments and recommendations received to date from other boards, commissions, or departments.
4. Public Hearing. Within 45 days of receipt of an Application under this Section 5.6.5, the Planning and Economic Development Board shall open a public hearing and review all Applications in accordance with G.L. c. 40A, § 11.
5. No later than 90 days from the date the Application was received by the Town Clerk, the Board shall approve the plan with any reasonable conditions it deems appropriate to ensure compliance with the requirements of this Section 5.6.5 and other applicable sections of the Zoning Bylaw and file its written decision with the Town Clerk. The decision shall be by majority vote. The time limit for public hearings and taking of action by the Board may be extended by written agreement between the Applicant and the Planning and Economic Development Board. A copy of the agreement shall be filed with the Town Clerk.
6. A copy of the decision shall be mailed to the owner and to the Applicant, if other than the owner. A notice of the decision shall be sent to the parties in interest and to persons who requested a notice at the public hearing.
7. MOD Development Plan Approval shall remain valid and shall run with the land indefinitely provided that construction has commenced within three years after the Board issues the decision, excluding time required to adjudicate any appeal from the Board's decision. The time for commencing construction shall also be extended if the Applicant is actively pursuing other required permits for the project, or if there is good cause for the Applicant's failure to commence construction, or as may be provided in an approval for a multi-phase Development under this Section 5.6.5.
8. Design Guidelines. The Board may adopt Design Guidelines for development in the Multifamily Overlay District and shall file a copy with the Town Clerk. The Design Guidelines shall be advisory, not mandatory. In the event of any conflict between Section 5.6.5 and the Design Guidelines, Section 5.6.5 shall control.

- J. The Board may enact rules and regulations to effectuate the purposes of Development Plan Approval, including but not limited to rules and regulations governing the submission of applications, waivers, Board review process, approval, construction oversight, consultants, modification and fees.

And by amending Section 5.4, Table 1: Schedule of Uses under C. Residential Uses as follows, new language in bold:

TABLE 1: SCHEDULE OF USES													
	AR-I	AR-II	VR	CB	VC	NC	BI	EI	ER	WI	Form-Based Districts		
											OGV C	OGB P	OG N
C. RESIDENTIAL USES													
Multi-Family Building, Apartment Building, and Multi-Family Developments	Allowed by special permit from the Planning and Economic Development Board in the Multi-Family Housing Overlay District (See Section 5.6.4) and the Medway Mill Conversion Subdistrict (See Section 5.6.2 E) and by right in the Multifamily Overlay District (see Section 5.6.5).										Y ³	N	Y





Or act in any manner related thereto.

PLANNING AND ECONOMIC DEVELOPMENT BOARD

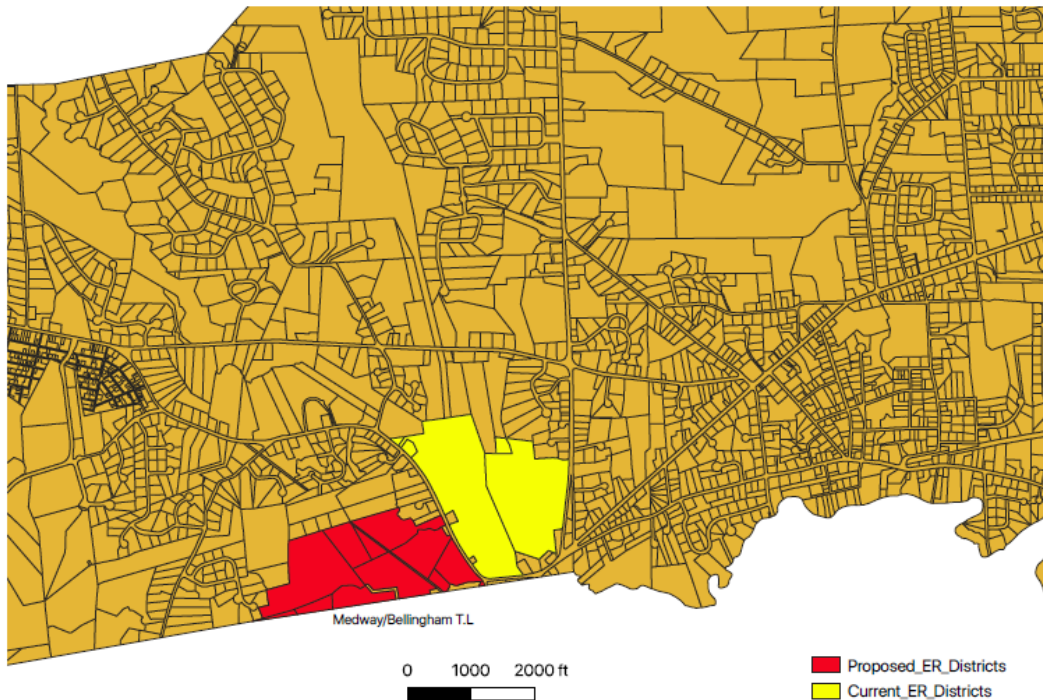
SELECT BOARD RECOMMENDATION: To Be Determined

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 24: (Amend Zoning Bylaw Map: Energy Resource District)

To see if the Town will vote to amend the Zoning Map by re-zoning the following properties to Energy Resource District: Assessors' Parcels 66-005, 66-008, 65-027, 65-028, 65-031, 65-033, 65-034, 65-035, 65-036, and 75-003, as shown on the map below, or act in any manner related thereto.

Current and Proposed ER District Parcels



**PLANNING AND ECONOMIC DEVELOPMENT BOARD and
SELECT BOARD**

SELECT BOARD RECOMMENDATION: **To Be Determined**

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 25: (Borrowing: Purchase Fire Truck)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of \$1,150,000 for the purpose of purchasing and equipping a new fire truck, or act in any manner relating thereto.

SELECT BOARD

SELECT BOARD RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

AGENDA ITEM

#9

Discussion/Vote: Non-binding Ballot Question on Annual Election Ballot Relative to MBTA Zoning Requirements

Associated back up materials attached:

- *Proposed non-binding ballot question*

Proposed Motion:

I move that the Board approve the non-binding ballot question relative to MBTA zoning requirements as discussed.

Proposed Non-binding Ballot Question for May 21, 2024, Annual Town Election

Shall the Select Board be directed to send a letter of community opposition to the so-called MBTA Communities Zoning Act to Senator Karen Spilka, Representative Jeffrey Roy, Representative Michael Soter, Governor Maura Healey, and Attorney General Andrea Campbell, and request their collective efforts in repealing the legislation and regulations imposed upon Medway and other affected communities?

AGENDA ITEM

#10

Discussion/Vote: Indigenous Peoples' Day (IPD) Committee Charge

Associated back up materials attached:

- *Charge proposed by IPD Committee*
- *Committee changes authorized in March 2022*

Proposed Motion:

I move that the Board approve the Indigenous Peoples' Day Committee's amendment to its charge as discussed.

TOWN OF MEDWAY'S INDIGENOUS PEOPLES' COMMITTEE

A. MEMBERSHIP

The Select Board shall establish an Indigenous Peoples Committee (hereinafter referred to as Committee) to be comprised of nine (9) individuals residing in and being registered voters of the Town of Medway. The composition of the Committee shall be:

- 1) Representative of Select Board
- 2) Representative of School Committee
- 3) Representative of Medway Historical Commission
- 4) Representative of Medway Public Library Trustees
- 5) Representative of Cultural Council
- 6) Four (4) Citizens At-Large

The representatives need not be members of the committees/boards listed above but shall be chosen by a majority vote of said committee/board and forwarded to the Select Board for appointment consideration.

The Members of the Committee shall serve an initial term of two (2) years to develop the program and present same to the Select Board. The Committee shall meet at designated dates, times and locations that are convenient to its members as well as promoting public participation.

B. CHARGE

The Town's Indigenous Peoples' Committee is established to celebrate, educate, and promote awareness of the historical and current presence of Indigenous People and culture within the town, emphasizing their role in shaping our community. Established to acknowledge and pay respect to the indigenous peoples as the traditional custodians of the land on which the town is situated the committee is committed to promoting an understanding of the history, culture, and contributions of indigenous peoples to the community. The committee will facilitate collaboration between the town and indigenous communities for mutual benefit and shared cultural enrichment. The committee will organize events and initiatives that celebrate indigenous heritage and foster a sense of unity within the community.

The committee is charged with identifying and preserving indigenous cultural sites, historical belongings, and practices within the town. The committee will collaborate with local institutions to develop educational programs that highlight indigenous history and culture. The committee will organize public events, workshops, and awareness campaigns to promote understanding and appreciation of indigenous heritage. The committee will encourage the inclusion of indigenous perspectives in educational curricula in community events. The committee will facilitate open dialogues between the town and indigenous communities to foster mutual understanding and cooperation. The committee will support initiatives that empower indigenous voices within the community. The Committee shall meet with the town Select Board, summarizing its activities, achievements, and

recommendations for the continued promotion of indigenous culture and history within the community on an annual basis. The committee will be responsible for regular to evaluate the effectiveness of the Committee's initiatives in achieving its objectives, with adjustments made as needed.

C. MEETINGS PROTOCOL

All meetings are to be held in a public location, properly posted and open to the public in accordance with the Massachusetts Open Meeting Law. Minutes of each meeting shall be prepared and approved by the Committee within thirty (30) days of any meeting and distributed to the Select Board.

TOWN OF MEDWAY

~~NATIVE AMERICAN & INDIGENOUS PEOPLES NATIONAL HERITAGE COMMEMORATION DAY~~

~~ESTABLISHMENT OF A STEERING DAY~~ COMMITTEE

A. MEMBERSHIP

The Select Board shall establish a ~~Native American &~~ Indigenous Peoples ~~National Heritage Commemoration~~ Day Committee (hereinafter referred to as Committee) to be comprised of nine (9) individuals residing in and being registered voters of the Town of Medway. The composition of the Committee shall be:

- 1) Representative of Select Board
- 2) Representative of School Committee
- 3) Representative of Medway Historical Commission
- 4) Representative of Medway Public Library Trustees
- 5) Representative of Cultural Council
- 6) Four (4) Citizens At-Large

The representatives need not be members of the committees/boards listed above but shall be chosen by a majority vote of said committee/board and forwarded to the Select Board for appointment consideration.

The Members of the Committee shall serve an initial term of two (2) years to develop the program and present same to the Select Board. The Committee shall meet at designated dates, times and locations that are convenient to its members as well as promoting public participation.

B. CHARGE

The Committee shall be responsible for the development, promotion and stewardship of a plan and program to commemorate and educate the National Heritage of Native Americans and Indigenous Peoples, with particular emphasis on and attention to the history of said individuals and groups throughout history here in Medway. The expectation is the creation of a day-long event, to be held annually in the month of ~~October~~, that educates members of the Community as to the history of these peoples, honors their sacrifices made through the course of American History, and celebrates their gifts and contributions to our Nation, our Commonwealth, and our Community for over 400 years. To accomplish this, the Committee will be tasked with researching the topic fully and presenting a recommended program to the Select Board. This shall be delivered not later than August 15, 2022 to allow for sufficient time to promote the event.

C. MEETINGS PROTOCOL

All meetings are to be held in a public location, properly posted and open to the public in accordance with the Massachusetts Open Meeting Law. Minutes of each meeting shall be prepared and approved by the Committee within thirty (30) days of any meeting and distributed to the Select Board. Meetings shall, to the greatest degree possible, be televised.

March, 7, 2022

Select Board Approved: March 7, 2022

AGENDA ITEM

#11

Action Items from Previous Meeting

Associated back up materials attached:

- *Action Items dated 3/4/24*

[illegible]

AGENDA ITEM

#12

Town Manager's Report

No associated back up materials.

AGENDA ITEM

#13

Select Board Reports

No associated back up materials.