Town of Bridgewater

Town Council

January 7, 2025
7:00 PM
66 Central Square
Academy Building
Council Chambers/2nd Floor
The Town Council meeting is being streamed Live via You Tube.
Go to the Town of Bridgewater Facebook Page for the link.

MEETING AGENDA

Due to Massachusetts Open Meeting Law requirements, discussions will not take place during Public Comment periods. If appropriate, responses to questions and concerns will be given by the Town Manager at a future Town Council meeting.

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

a) November 26, 2024 Meeting Minutes

b) December 3, 2024 Meeting Minutes

c) December 17, 2024 Meeting Minutes

B. ANNOUNCEMENTS FROM THE PRESIDENT

C. PROCLAMATIONS

D. CITIZEN OPEN FORUM

E. APPOINTMENTS

F. HEARINGS

G. LICENSE TRANSACTIONS

a) Petition P-2025-015: The Annual Licensing of A Common Victualler Establishment (Non-Alcohol) - Bridgewater House of Pizza

b) Petition P-2025-016: The Annual Licensing of Class III Auto Dealer - Best Auto Parts, Inc.

H. PRESENTATIONS

a) Police Department Update: Chief Delmonte

b) Dennis Gallagher, State Representative 8th Plymouth District: Introductions and Brief overview of upcoming legislative session.

I. TOWN MANAGER'S REPORT

a) Fire Station Update

b) Old Town Hall Discussion Update

c) Tree Mitigation Schedule Update

d) EV Charging Stations at Academy Building Update

J. DISCUSSIONS

K. COMMITTEE REPORTS

L. LEGISLATION FOR ACTION

a) Order O-FY25-033: An Order for the Placement of Flagpoles

b) Proposed Ordinance D-FY25-008: Proposed Amendment to Part II – Administrative Code: Chapter 1, Article III, Section 1B (2)

c) General Ordinance D-FY25-011: General Ordinance - Amend Chapter 300, Article II, "Truck Exclusions"

M. OLD BUSINESS

N. NEW BUSINESS

a) Order O-FY25-035: Vote to Authorize Acting Town Manager Blythe Robinson to Sign on Behalf of the Town of Bridgewater

b) Proposed Zoning Ordinance D-FY25-014: Zoning Amendment for Accessory Dwelling Units

c) Resolution R-FY25-005: A Resolution to File and Accept Grants with and From the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs for the Parkland Acquisitions and Renovations for Communities Program for Improvements to Summer Street Park

O. CITIZEN COMMENTS

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

R. ADJOURNMENT

Town of Bridgewater

Town Council

November 26, 2024
7:00 PM
66 Central Square
Academy Building/2nd Floor

MEETING MINUTES

A. CALL TO ORDER

A quorum being duly present, Town Council President Kevin Perry called the meeting of the Bridgewater Town Council to order at 7:00pm on Tuesday, November 26, 2024 in the Council Chambers.

Present: Fred Chase, Paul Murphy, Mary McGrath, Kevin Perry, Brad McKinnon, Mark Linde, Adelene Ellenberg and Sonya Striggles.

Also in attendance was Acting Town Manager Blythe Robinson and Town Attorney Jason Rawlins.

Councilor Perry held a moment of silence for all veterans and their families.

APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

a) November 12, 2024 Meeting Minutes
Councilor McKinnon made a motion to approve the November 12, 2024 meeting minutes, which was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

B. ANNOUNCEMENTS FROM THE PRESIDENT - None

C. PROCLAMATIONS – None

D. CITIZEN OPEN FORUM

Councilor Linde made a motion to suspend the rules and allow Janesse Campbell Means, Chair of the BCCR to speak. This was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

- Janesse Campbell Means, Chair of the BCCR: Noted that BCCR is just asking to continue to fly the pride and Juneteenth flags. Individuals lied on Facebook, BCCR did not say what is being said.
- Ray Ajamian, 221 Aldrich Road: Noted that he hopes the council reappoints Mr. Robinson and agrees with Councilor Chase on the proposal for the flag.
- Joseph Gillis, 30 Caroline Circle: spoke about POW/MIA flag and how it came about, should adopt a resolution to have POW/MIA flag flown with United States Flag at all times.
- Janet Hanson, Pleasant Street: POW/MIA should be flown at all times under the American Flag, not sure why this needs to be a big discussion. Pride and Juneteenth flags, no problem with those, maybe have their own pole. Do not agree with Admin code Section 14 Citizens comments, clarification question should be able to be responded to.
- Karen Segal: POW/MIA flag should remain in front of the building. Can we find a solution for the alternate flags, another flagpole.
- Keith Buohl, 10 Field Crest Drive: fully support the POW/MIA and US Flag as it is flown, also supports the flying of the Juneteenth and Pride flag. Bridgewater always comes together. recommendation would be to erect a second flag pole, slightly lower than the current flagpole.
- John Donna, 261 South Street: Pride flag should not fly on Town property, do not need another flag pole.
- Sandra Wright, 150 East Street: spoke about what the POW/MIA flag is about. United States flag represents all of us, other flags are not representing all of the people.
- Carlton Hunt, 80 Austin Street: appalled by some of the language hearing tonight. Create a committee with citizens involved to erect more flag poles in front of Town Hall. Had this conversation with the Town's Veterans agent.
- Sam Baumgarten, 60 Short Street: totally in support of what Mr. Buohl said. We need to fly the pride and Juneteenth flag. Small token of equality and exclusion. Not against flying the POW/MIA flag, would like another flag pole. Spoke about the conversation meeting and the Nip project. Asking the council to pay close attention to that issue and weigh in on the issue.
- Sarah Cashman, 1245 High Street: flag issue a hot topic. There are arguments to be made on both sides. Money can be raised for a second flag pole. There is a place to show that there is unity in Bridgewater. Pledge my commitment to make that happen.
- Paula 45 Moura Drive: lend my support to the Veterans and allow the POW/MIA flag to fly in front of the Town Hall. There are other communities that have other flag poles for those that want to raise other flags.
- MJ Spagone: flag pole issue, we have options before us. There are 3 flag poles in this room, why can't we put more flag poles in front of Town Hall. One pole in the center with the United States and POW/MIA, one with the BW flag and one with the Commonwealth flag. Then the Pride and Juneteenth flag under the Town flag.
- Jean Battiste, 260 Lakeside Drive: extremely important to pay attention to the environment, fires in MA because of the drought. Climate change whether you believe in it or not. At the conservation commission meeting residents asked for issues to be looked at but the project was closed without those issues being looked at.
- Kim Larcom, 50 Curve Street: spoke about the POW/MIA flag and in favor of the POW/MIA flag flown with the United States flag.
- Pat Neary, 225 Lakeside Drive: 1) uploading of You Tube of the meetings – concom, tree committee not uploaded to You Tube. ConCom meets on Thursday night so the meeting cannot

be viewed until the following Wednesday. 2) regulation protocol – Claremont Project was approved without a hearing without a wetland protection act, what do we do about that? Does ConCom need education? Conservation Wetland Act? Our by-laws are not being adhered to by a board or committee. Cease and desist filed and being discussed outside of regular ConCom meetings.

- Melissa Ramondetta, 317 Lakeside Drive: spoke about the Conservation Commission and why is it under the direction of the Community and Economic Department. Should be independent of Planning and zoning.
- Johnny Loretti, 300 Black Mallard Road: POW/MIA flag should remain outside of the academy building at all times.
- Nick Bagas, 23 Cherry Street: Planning Board public hearing notice that he received. Tried to virtually attend the meeting but could not get in. Concern about the project is lack of parking. Why we cannot attend meetings in person?
- Angela Foley, 195 Grange Park: supports flying of the POW/MIA flag, it is the wishes of the veterans in town.
- Daniel Gilmette, Louie's grandson: spoke about the POW/MIA flag and the many missing men and women.

E. APPOINTMENTS

a) Veterans Council:
David Siden (2024 - 2027)
Councilor McKinnon made a motion to appoint David Siden to the Veterans Council, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

b) Disability Commission:
Estelle Wenson (2024 - 2027)
Councilor McKinnon made a motion to appoint Estelle Wenson to the Disability Commission, which was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

c) Board of Assessors:
David Werthessen: (2024 - 2026)
Councilor Striggles made a motion to appoint David Werthessen to the Board of Assessors, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

d) Appointment to the Town Manager Preliminary Screening Ad Hoc Committee:

Councilor Mary McGrath
Councilor Linde recused himself and left the meeting prior to the motion and vote.

Councilor Striggles made a motion to appoint Councilor Mary McGrath to the Town Manager Preliminary Screening Ad hoc Committee, which was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Recused; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 7-1.

Councilor Linde came back into the meeting after the vote.

Councilor McKinnon made a motion to take New Business out of order, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

F. HEARINGS - None

G. LICENSE TRANSACTIONS - None

H. PRESENTATIONS - None

I. TOWN MANAGER'S REPORT

a) Fire Station Update
Blythe Robinson gave an update on the Fire Station project including the topping off ceremony held last week.

Councilor Murphy asked if the procedure memo that was submitted is a standard memo from construction firms or if more information could be added. Ms. Robinson noted that a budget section can be added for future meetings.

Councilor McGrath noted that she listened to open space and trees being cut down, would like to request that the Tree Committee come to a meeting and guide us on how we can save some of the trees and the importance of older trees. Councilor Perry acknowledge that the Tree Committee can be looked at for a future meeting.

Councilor Ellenberg asked about ConCom and it's recent order and how the Town Council could recommend that they rescind their order on the wetlands. Town Attorney Rawlins noted that the Town Council does not have the authority to recommend decisions of the ConCom.

J. DISCUSSIONS- None

K. COMMITTEE REPORTS

Councilor Murphy noted that the Ad Hoc committee met last week with the firm Community Paradigm and discussed how long it would take. Town survey ongoing online, emailed business owners and residents, have seen it on social media. We are already in the tops of responses to Community Paradigm. Things going well, positive. Meeting the week of 12/16 to tie up results of survey and put

together a job description and posting.

Councilor Striggled commened the committee for choosing Community Paradigm. Keep sharing the input is there. I encourage all the councilors to speak with Mr. Lynch. Keep answering the survey.

L. LEGISLATION FOR ACTION

a) Order O-FY25-018: Acceptance of Grant Funds - Police Municipal Road Safety Grant
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-018, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

b) Order O-FY25-019: Acceptance of Gift - Town River Landing Pavilion
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-019, which was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

c) Order O-FY25-020: Acceptance of Grant - Parkland Acquisitions and Renovations for Communities (PARC)
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-020, which was duly seconded by Councilor Ellenberg.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

d) Order O-FY25-021: Renaming of the Bridgewater Middle School
This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Councilor Linde made a motion to approve Order O-FY25-021, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

e) Order O-FY25-022: Reappointment - Acting Town Manager Blythe Robinson
This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Councilor Striggles made a motion to approve Order O-FY25-022, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

f) Order O-FY25-023: FY2025 Classification Tax Allocation - Adoption of Residential Factor
Refer to Advertising. Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to refer Order O-FY25-023 to advertising, which was duly seconded by Councilor Ellenberg.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

g) Order O-FY25-025: Acceptance of Donation - Oliari Charitable Foundation
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-025, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

h) Order O-FY25-026: General Fund Free Cash Allocation
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-026, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

i) Order O-FY25-027: Transfer Order - Legal Employment and Collective Bargaining Agreement
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-027, which was duly seconded by Councilor Ellenberg.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

j) Order O-FY25-028: Sewer Enterprise Fund Transfer
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-028, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

k) Order O-FY25-029: Transfer Station Retained Earnings
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-029, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

l) Order O-FY25-030: Bridgewater Raynham Regional School District Capital Plan Transfers
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Order O-FY25-030, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

m) Resolution R-FY25-003: FY2026 Budget Resolution
Budget and Finance meeting 11/26/24. Finance Committee voted 5-0 to recommend at their 11/18/24 meeting.

Councilor Linde made a motion to approve Resolution R-FY25-003, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

n) Proposed Ordinance D-FY25-002: Revisions to the Administrative Code
Refer to Advertising. Rules & Procedures voted 3-0 to recommend with amendments at their 10/8/24 meeting.

Councilor Chase noted that Rules and Procedures was presented with amendments to our Admin code, housekeeping/administrative in nature, voted on11 specific items.

Councilor McKinnon made a motion to refer Ordinance D-FY25-002 to advertising, which was duly seconded by Council Chase.

Councilor Ellenberg noted that Community Preservation has not been made ministerial ad Councilor Chase replied that there was no an amendment made.

Dr. Perry noted that another Ordinance would need to be drafted.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 7-1.

M. OLD BUSINESS

N. NEW BUSINESS

a) Order O-FY25-024: An Order to Raise the POW/MIA Flag

Councilor Chase noted that he appreciates the comments from the citizens tonight and that there is some confusion of what the nature and purpose of the proposed order is. It would require the town to fly the POW/MIA flag at the war memorial in the common at all times, highly appropriate place for the POW/MIA to be flown. Order has nothing to do with any other flag that could be flown under the flag ordinance. Nothing to do with the Ordinance that is in committee. Introduced two weeks ago but a member of the council raised a charter objection. Charter objection immediately squashes discussion and prevents the vote, a delay. Motion to Table is the better way to go.

Councilor Linde noted that the whole issue goes back to POW/MIA recognition day, the flag was not flown for many years, spoke with the Town Manager a year and a half ago but did not get an answer. Need to figure out how to put up another flag pole.

Councilor Striggles made a motion to retain Order O-FY25-024 at council level, which was duly seconded by Councilor McKinnon.

Councilor McKinnon asked what the process was of getting another flag pole. The current flag pole is an issue and we do not even fly the State flag. Ms. Robinson noted that would need to decided on where it will go and what flags would fly on what flagpole.

Councilor Murphy made a motion to table Order O-FY25-024, which was duly seconded by Councilor Ellenberg.

Councilor Linde asked for a point of clarification and asked when this order could be discussed again. Town Attorney Rawlins noted that tabling it is ending it.

A roll call vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – No; Linde – No; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 6-2-0.

b) Order O-FY25-031: Appointment To A Vacant Councilor-At-Large Seat

Councilor Perry noted that this is for the vacant council seat. 21 days to submit their interest for the vacant seat. 12/17 meeting will have the candidates come in front of the council and will vote to appoint someone. SS, BM –

Councilor Striggles made a motion to retain Order O-FY25-031 at Town Council, which was duly seconded by Councilor McKinnon.

Councilor Chase noted that Councilor Linde and himself were introduced to fill vacancies of short terms but district council seats. At-large seat is what is open now. There is more than ample representation of the town to not fill the at-large council position for the few short months. Urge interested parties to wait until January and run for a full term in April.

Councilor Perry noted that is it a point well taken and an option for the council, but should go through the process and see how many candidates are interested.

Councilor Linde asked for a point of clarification – in reading the Charter, there is no automatic appointment for the third runner up because of the time table. Town Attorney Rawlins noted that it has to do with the time period the councilor served.

Councilor Linde wanted it noted for the record that he agrees with Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

c) Resolution R-FY25-004: Town Council Meeting Dates – 2025

Councilor Striggles made a motion to retain Order O-FY25-031 at Town Council, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

O. CITIZEN COMMENTS

- Sam Baumgarten, 60 Short Street: concerned and unhappy about the comments heard this evening. Not everyone is included and feel it is important that the government makes a statement about making them feel welcome.
- Lisa Buzzell-Curley, 91 Atkinson Drive: it was never about removing the pride or Juneteenth flag. It was about righting a wrong and flying the POW/MIA flag. The 911 flag pole is not where the POW/MIA flag belongs. Not going to get anywhere by tabling it.
- Janet Hanson, Pleasant Street: doesn't understand why it has to be an ordinance, it is a federal thing. Agree with Councilor McGrath and the Tree Committee. Concerned about Section 14.
- MJ Spagone: voted as Chair of the FinCom and look forward to working with the council for 2026.

P. COUNCIL COMMENTS

- Councilor McGrath: thanked the Fire Chief for the invitation to the Fire Station ceremony. Wish everyone a Happy Thanksgiving.
- Councilor Striggles: excellent ceremony, loved putting her name on that beam. Congratulated the Bridgewater Varsity Cheerleaders for winning. Publicly thanked Councilor Robinson. Condolences to the family of Chris Renzi, very devoted to the Bridgewater Badgers. Takes both flags seriously as well as the United States Flag, don't want to go backwards.
- Councilor Chase: noted that Chris Renzi was a good friend and neighbor and gave his condolences to the family. Plan to introduce an order that a flag pole be considered, feasibility

study on where it could be located. Wished everyone a Happy Thanksgiving.

- Councilor Linde: would like to invite the Town Clerk to speak about the recent election, the group did a great job with the lights, would like to go back to in person meetings for Boards and commissions and the Fire Department ceremony was excellent.
- Councilor Murphy noted that tabling was nothing more than knowing the full scope of what we were voting for, do more homework and come back with a plan. Wished everyone a happy Thanksgiving.
- Councilor Ellenberg: noted that Mass Maritime has a flag with two flags and a T formation and diamond formation. Answers to the public – need to have in person meetings. Have council comments at the beginning and at the end of the meeting.
- Councilor McKinnon noted that he appreciates the 4 wanting to step up for the vacant position.
- Councilor Perry noted that the Fire Station Ceremony was great and looking forward to the completion. Extended his condolences to the Renzi family. Lions putting up the decorations on Saturday. Christmas on the Common is on 12/1. Thanks to BIA for the lights. Will find a way to compromise on the flag poles. Encourage people to put their names in. Agrees with in person meeting but zoom is allowing some people to be on committees because of where they work.

Q. <u>EXECUTIVE SESSION</u> - None

R. ADJOURNMENT

Councilor McKinnon made a motion to adjourn, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – No; Linde – No; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 6-2-0.

Meeting adjourned at 9:42pm

Town of Bridgewater

Town Council

December 3, 2024
7:00 PM
66 Central Square
Academy Building/2nd Floor

MEETING MINUTES

CALL TO ORDER

A quorum being duly present, Town Council President Kevin Perry called the meeting of the Bridgewater Town Council to order at 7:06pm on Tuesday, December 3, 2024 in the Council Chambers.

Present: Fred Chase, Paul Murphy, Mary McGrath, Kevin Perry, Brad McKinnon, Mark Linde, Adelene Ellenberg and Sonya Striggles.

Also in attendance was Acting Town Manager Blythe Robinson and Town Attorney Jason Rawlins.

Councilor Perry held a moment of silence for all veterans and their families.

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS – None

B. ANNOUNCEMENTS FROM THE PRESIDENT- None

C. PROCLAMATIONS - None

D. CITIZEN OPEN FORUM

- Ray Ajamian, 221 Aldrich Road: spoke about density bonuses, if you allow changes be careful of what you allow. If allow larger density should get something in return, ie. Requiring solar.
- James Wall, 60 Pleasant Street: in support of Senior Village Housing, has suggested amendments.
- Julie Caufield, Laurel Road: asked the town to purchase a primary flag pole for the US Flag and POW/MIA flag.

Councilor McKinnon made a motion to take H. Presentations out of order, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

E. APPOINTMENTS - None

F. HEARINGS

a) Order O-FY25-023: FY2025 Classification Tax Allocation - Adoption of Residential Factor
***Public Hearing**: Advertised in the 11/22/24 Enterprise. Budget & Finance vote 3-0 at their 11/26/24 meeting. Finance Committee voted 5-0 at their 11/18/24 meeting.*

Councilor Perry opened the Public Hearing @ 7:16pm.

Shelley McCauley, Chief Assessor, discussed the actions that are required before setting the tax rate: Determine the maximum amount it can levy under proposition 2 ½; Establish final values for all taxable real and personal property; decide its property tax policy and each of these actions is documented in forms that must be submitted and approved by the DOR.

Town Council must decide the percentage of the tax levy each class will bear. A residential factor is adopted to determine the percentage of the tax levy to be paid. The adopted factor cannot be less than the minimum factor calculated by the DOR. If a factor of "1" is adopted the tax rate would be the same for all classes.

Single Family impact rate would be a 5.9% increase from FY24. $219 increase from FY24 to FY25.

Single rate commercial impact would be a 10% value increase from FY24 to FY25. $909 increase from FY24 to FY25.

Additional information: 1) debt is approximately $.77 of the tax rate; 2) the town has always maintained a single tax rate; 3) maximum levy limit $60,908,073

Councilor Perry asked if anyone from the public had any questions: no questions were asked.

Councilor Perry asked if anyone from the public wished to speak in favor: no on spoke.

Councilor Perry asked if anyone from the public wished to speak in opposition: no one spoke.

Councilor Perry asked if any councilors had questions:

Councilor Ellenberg noted that she thought we had a 2 ½ percent limit on increases. Ms. McCauley responded that it is a 2 ½ % increase on the levy limit.

Councilor Perry closed the Public hearing at 7:28pm.

Councilor Striggles made a motion to approve Order O-FY25-023 and set a tax rate of 1. This was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

G. LICENSE TRANSACTIONS - None

H. PRESENTATIONS

a) Tri-Town Veterans Day Parade Trophy Presentation

Best Marching Band: Bridgewater Raynham High School
Quinn Daley and Kayla Nesbitt
Veterans Agent Greg Martin presented a trophy to Quinn Daley and Kayla Nesbitt and thanked them for participating in the Tri-Town Veterans Day Parade.

Best Float: Fire for Effect Foundation
Al Lacerda
Veterans Agent Greg Martin presented a trophy to Al Lacerda and thanked him for participating in the Tri-Town Veterans Day Parade.

Judge's Choice: Pat Snow's Dance Academy
McKayla Coutie
Veterans Agent Greg Martin presented a trophy to McKayla Coutie and thanked her for participating in the Tri-Town Veterans Day Parade.

I. TOWN MANAGER'S REPORT - None

J. DISCUSSIONS - None

K. COMMITTEE REPORTS

Rules and Procedures: Councilor Chase noted that Rules and Procedures met last night and after a lengthy conversation, it was voted to continue Ordinance D-F25-009 until next week.

Town Manager Preliminary Screening Ad Hoc Committee: Councilor Murphy noted that the Ad Hoc Committee will be meeting via Zoom on 12/19 at 7:30pm.

L. LEGISLATION FOR ACTION

a) Ordinance D-FY25-001: Proposed Zoning Order Amendment - Senior Village Housing Development

***Refer to Advertising**: Planning Board and Community and Economic Development voted to recommend with amendments at their 10/16/24 joint meeting.*

Councilor McKinnon made a motion to refer Ordinance D-FY25-001 to advertising, which was duly seconded by Councilor McGrath.

Councilor Ellenberg noted that Item 3 says Planning Board reserves – what progress are we making on water/sewer at this time. Councilor Perry noted that they would take that into consideration.

Councilor Ellenberg asked who would be managing the homeowner trust or association. Councilor Perry noted that it would be how it is set up when it is built.

Councilor Ellenberg asked if amendments can be made at the hearing and Councilor Perry noted that yes, it will be advertised and then amendments can be made at the public hearing.

A voice vote was taken on the motion to refer to advertising, with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

b) Zoning Ordinance D-FY25-003: Proposed Amendment to Central Business District (CBD-S), Density Bonuses 9.6.7
***Refer to Advertising**: Planning Board and Community Economic Development voted not to recommend at their 10/16/24 joint meeting.*

Councilor McGrath withdrew this Ordinance.

c) Proposed Ordinance D-FY25-006: Bridgewater Town Charter Amendment for Gender Neutral Language
***Refer to Advertising**: Rules and Procedures voted to recommend at their 11/13/24 meeting.*

Councilor Murphy noted this ordinance is to replace "his" that appears several times to "their" to be gender neutral.

Councilor Striggles made a motion to refer Ordinance D-FY25-006 to advertising, which was duly seconded by Councilor Linde.

Councilor Ellenberg made a motion to amend by striking the last sentence in Section 2-12 (a).

Councilor Chase noted that we have 3 pending charter changes and one is a recall amendment which mimics to what the councilor wants to strike. Thinks it is inconsistent with what is in process to be ratified by the legislator.

Councilor Ellenberg's Amendment fails for lack of a second.

Councilor Murphy made a motion to amend to change "his" to "them" in Section 2-12 (a). This was duly seconded by Councilor Linde.

A voice vote was taken on the motion to amend, with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

A voice vote was taken on the motion to refer to advertising, with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

d) Proposed General Ordinance D-FY25-007: Acceptance of MGL c.33, Section 59 Military Service on Salary, Seniority and Leave Allowances for Public Employees
***Refer to Advertising**: Rules and Procedures voted to recommend at their 11/13/24 meeting.*

Councilor McKinnon made a motion to amend to refer Ordinance D-FY25-007 to advertising, this was duly seconded by Councilor Linde.

A voice vote was taken on the motion to amend, with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

e) Ordinance D-FY25-009: Veterans Volunteer Services Program (Work-off)
***Refer to Advertising**: Rules & Procedures meeting on 12/2/24.*

This Ordinance is still in Rules and Procedure committee so it was not acted on. Will be on the next meeting.

M. OLD BUSINESS - None

N. NEW BUSINESS

a) Order O-FY25-032: Acceptance of Non Recurring Revenue to Capital - Department of Corrections

Acting Town Robinson noted that this is money from the State that is not guaranteed but given to towns that have prisons in their towns. $11k less than last year.

Councilor Linde made a motion to refer Order O-FY25-032 to Budget and Finance and Finance Committee, which was duly seconded by Councilor McKinnon.

A voice vote was taken on the motion to amend, with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

O. CITIZEN COMMENTS – None

P. COUNCIL COMMENTS

- Councilor McKinnon: no comments made
- Councilor Ellenberg: no comments made
- Councilor Murphy: thanked all the volunteers for Sundays event, great event, great day.
- Councilor Linde: echo what Mr. Murphy said, commend the Council President and the Lions Club for decorating the Common.
- Councilor Chase: wonderful work that was done by the Lions on the common, the lighting by the Winter Wonderful, very attractive holiday display on the public common.
- Councilor Striggles: the beauty of our common shines brightest this time of year; thank Mr. Wall for coming out tonight.
- Councilor McGrath: thanked the Bridgewater businesses that come out, and the Common event, it was wonderful.
- Councilor Perry: thanked all the volunteers that helped setting up the common, has been going on for many years. Thanked the BBA for the Christmas on the common, it was a wonderful job. It was crowded.
- Councilor Linde: 12/11 the Library is doing an Open House during the day with events and activities. Garden Club doing something also.

Q. EXECUTIVE SESSION – None

R. ADJOURNMENT

Councilor McKinnon made a motion to adjourn, which was duly seconded by Councilor Chase.

A voice vote was taken on the motion to amend, with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

Meeting adjourned at 7:55pm.

Town of Bridgewater

Town Council

December 17, 2024
7:00 PM

MEETING MINUTES

CALL TO ORDER
A quorum being duly present, Town Council President Kevin Perry called the meeting of the Bridgewater Town Council to order at 7:00pm on Tuesday, December 17, 2024 in the Council Chambers.

Present: Fred Chase, Paul Murphy, Mary McGrath, Kevin Perry, Brad McKinnon, Mark Linde, Adelene Ellenberg and Sonya Striggles.

Also in attendance was Acting Town Manager Blythe Robinson and Town Attorney Jason Rawlins.

Councilor Perry held a moment of silence for all veterans and their families.

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS – None

B. ANNOUNCEMENTS FROM THE PRESIDENT – None

C. PROCLAMATIONS

a) Bridgewater Raynham High School 2024 Fall Game Day Cheer Team - 2024 Game Day Cheer State Champions

Council President Perry read the Proclamation into the record and thanked the 2024 Fall Game Day Cheer Team for their hard work and dedication. There were a few members of the squad along with their coaches in attendance.

Councilor Striggles made a motion to take L. Legislation for Action out of order, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

D. CITIZEN OPEN FORUM

- Tina Larson: spoke as the Town Clerk and commented on Ordinance D-FY25-012, local election only Saturday Spring Break election to shorten the polling hours. State wants Towns to

do mail in ballots in local elections. State does not reimburse for postage. $2,300 could be saved by doing shorter hours. Would like to mirror what Raynham does. January 6th nomination papers will be available.

- Corey Hughes: noted that her family getting zero help from the Conservation Commission. Trying to put an addition on their house and have gotten nowhere. Issue with dates of meetings, was told no new information but needed but then it was, meetings being cancelled.
- Ray Adjamian: Gave a Tree Committee update – applying for 2nd year of tree city. Need another member on the board, an Arborist. Need Tree Mitigation Schedule, sent to the past Town Manager. Need funds for Tree Survey. State requires all Towns have a Tree Warden.
- Jean Battiste, 360 Lakeside Drive: think it would have been better to wait until April for the replacement councilor but had some great candidates. Want someone who represents the citizens of Bridgewater. Pro-development but not for over development.
- Janet Hanson, Pleasant Street: hopefully you pick a councilor at large tonight. Disagree with Councilors Chase and Perry.
- John Donna, 261 South Street: appreciate hearing all the candidates. All have impressive backgrounds. Support Scott Pitta, does have experience on the Board. Find Charter somewhat confusing. Priority to look into the Charter that don't need to be there.
- Carlton Hunt, Austin Street: FY-033 placement of flag poles. Would like to see 3 flag poles. Concerned about right of first refusal, access to the park. Great candidates, what happens if there is a tie.
- Steve Black, 145 Legge Street: impressed with the candidates; David Michael is hard working honest, dedicated. Will throw himself into this position. Asset to his work and community.
- Mike Silvia, 48 South Street: noticed there are a lot of committees that have vacancies; if interested reach out to get involved.

E. APPOINTMENTS

Councilor Striggles made a motion to take E. Appointments out of order, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

Councilor Linde made a motion to take b), c) and d) out of order, which was duly seconded by Councilor Ellenberg.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

a) Vacant Councilor-At-Large 3 Minute Presentation:
1) Scott Pitta
Mr. Pitta introduced himself to the council and the residents. Noted that he is almost a lifelong resident of Bridgewater, currently works as General Council for the State of MA and was a prior Town Councilor.

2) David Michael
Mr. Michael introduced himself to the council and the residents. Noted that he is a Realtor, past 8 years with Jack Conway, is an engaged and invested member in the community, would bring a calm approach, is reliable and would listen to the needs of the residents.

3) Johnny Loreti
Mr. Loretti introduced himself and his wife to the Council. Noted that he owns Back Bay Fit and all share the same mission, better our community. Worked as a civil engineer prior to owning a business, interested in investing in the schools.

4) Michael Silvia
Mr. Silvia introduced himself to the council and the residents. Noted his experience, skills and commitment which makes him a strong candidate. Need to focus on a town that works for everyone.
5) Michael MacDonald
Mr. MacDonald did not attend the meeting.

Councilor McKinnon made a motion to suspend the Council Rules and take Citizens Comments out of turn. This was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

After Citizen Comments the Town Council nominated and voted as follows:

Councilor Perry made a motion to appoint Scott Pitta to the vacant Councilor-At-Large position. This was seconded by Councilor McGrath.

A roll-call vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – No; Perry – Yea; Linde – No; Chase – No; Striggles – No; McGrath – Yea; Motion Failed 4-4.

Councilor Striggles made a motion to appoint David Michael to the vacant Councilor-At-Large position. This was seconded by Councilor Linde.

A roll-call vote was taken with the results recorded as follows: McKinnon – No; Ellenberg – No; Murphy – No; Perry – Yea; Linde – Yes; Chase – Yea; Striggles – Yea; McGrath – No; Motion Failed 4-4.

Councilor Striggles made a motion to appoint Johnny Loreti to the vacant Councilor-At-Large position. This was seconded by Councilor McKinnon.

A roll-call vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion Passed 8-0.

Mr. Loreti was sworn into the vacant At-Large Council seat by Town Clerk Tina Larson and will be seated at the Council table at the next Town Council meeting.

b) Planning Board:
Eric Costa (Annual Term)
Councilor Chase made a motion to appoint Eric Costa to the Planning Board, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

c) Republican Town Committee Appointment:
Suzanne Lincoln (2024 - 2026)
Councilor Chase made a motion to appoint Suzanne Lincoln as the Republican Town Committee appointment to the Board of Registrars, which was duly seconded by Councilor Ellenberg.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

d) Democratic Town Committee Appointment:
Derek Bennett (2024 - 2027)
Councilor Linde made a motion to appoint Derek Bennett as the Democratic Town Committee appointment to the Board of Registrars, which was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

F. HEARINGS

a) Petition P-2025-014: Petition for Massachusetts Electric Company d/b/a/ NATIONAL GRID and Verizon New England - Pole Request - 1185 Pleasant Street
Public Hearing 7:15: Advertised in the 12/3/24 Enterprise.

Councilor Perry opened the Public Hearing at 8:33pm.

The Petitioner noted that this was just to move one pole to the left and splitting and adding another pole, at the request of the town.

Councilor Perry asked if there were any questions from the public – none were asked.
Councilor Perry asked if anyone wished to speak in favor – no one spoke.
Councilor Perry asked if anyone wished to speak in opposition – no one spoke.
Councilor Perry asked if there were any Council questions – no questions were asked.
Councilor Perry closed the public hearing at 8:34pm.

Councilor Linde made a motion to approve Petition P-2025-014, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

b) Proposed General Ordinance D-FY25-007: Acceptance of MGL c.33, Section 59 Military Service on Salary, Seniority and Leave Allowances for Public Employees
***Public Hearing**: Advertised in the 12/3/24 Enterprise. Rules & Procedures voted 3-0 to recommend at their 11/13/24 meeting.*

Councilor Perry opened the Public Hearing at 8:35pm.

Councilor Perry noted that this is to get the town caught up on salary for military service pay.

Councilor Perry asked if there were any questions from the public – none were asked.
Councilor Perry asked if anyone wished to speak in favor:
Scott Pitta thanked the council for bringing this forward and noting that Bridgewater was well ahead of the curve. Mr. Pitta also noted that it is important to provide salary protection for reserve members in Town.
Councilor Perry asked if anyone wished to speak in opposition – no one spoke.
Councilor Perry asked if there were any Council questions – no questions were asked.
Councilor Perry closed the public hearing at 8:38pm.

Councilor McKinnon made a motion to approve Ordinance D-FY25-007, which was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

G. LICENSE TRANSACTIONS

At 8:36pm, Councilor Linde made a motion to recess for five minutes, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

Meeting returned to session at 8:44pm

a) Petition P-2025-007: The Annual Licensing of a Common Carrier/Taxi Service Business
Councilor Linde made a motion to approve Petition P-2025-007, which was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

b) Petition P-2025-008: The Annual Licensing of Second Hand Gold/Pawn Shops
Councilor Linde made a motion to approve Petition P-2025-008, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

c) Petition P-2025-009: The Annual Licensing of Automatic Amusements (in establishment without alcohol)
Councilor McKinnon made a motion to approve Petition P-2025-009, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

d) Petition P-2025-010: The Annual Licensing of Lodging Houses
Councilor Chase made a motion to approve Petition P-2025-010, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

e) Petition P-2025-011: The Annual Licensing of Common Victualler Establishments (Non-Alcohol)
Councilor Chase made a motion to approve Petition P-2025-011, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

f) Petition P-2025-012: The Annual Licensing of Class I, Class II and Class III Auto Dealers
Councilor Chase made a motion to approve Petition P-2025-012, which was duly seconded by Councilor Ellenberg..

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

g) Petition P-2025-013: The Annual Licensing of Establishments with Alcohol and Attendance Licenses
Councilor McKinnon made a motion to approve Petition P-2025-013, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

H. PRESENTATIONS

a) Vision to Reality Update: Bob Rulli, CED Director

CED Director Bob Rulli gave an update on Vision to Reality, noting that quite a bit has been done over the past two years. Perkins Foundry: Town Project approvals received, Currently under MEPA Review, 150 residential units (10% will be affordable); 22,062 commercial space, Town to receive $200k in unrestricted mitigation funds.

60-88 Broad Street (Former Friendly's): 4 parcles, purchased by Churchill James. 2.3 acres; in Central Business District. 8 Town Homes for sale, 66 apartments (44 – 1 bedfroom and 22 – 2 bedroom). First project seeing under the Form Based Code. Zoning Board hearing on 1/8/25.

106 Hale Street: One by Commonwealth of MA on behalf of BSU. DCAM putting out an RFP/RFQ for private developers to develop the site. Subject to Form Based Code. 1.55 acres.

Out of the 6 sites identified 3 sites are being looked at.

Pathways to Progress 2nd meeting with be held 1/16/25 at 6:30pm at the Moakley Center/BSU.

I. TOWN MANAGER'S REPORT

a) Fire Station Update
CED Director Rulli noted that the Fire Station is ahead of schedule, weather has been our friend. Purchased steel before any potential tariffs. Weekly meetings with general contractor, making sure staying on schedule and on budget.

Councilor Murphy noted that the information given on the report does not look accurate and Mr. Rulli noted that he would raise the issue to the OPM at the next meeting.

Dr Perry asked if there was any idea when walls will be up and Mr. Rulli noted steel work and decking being completed. Still anticipating 3rd quarter 2025 substantially completed.

b) Municipal Aggregation
Acting Town Manager Robinson noted that the State approved the Town's municipal aggregation plan. Next step is to work together with the consultant to figure out what options to offer Bridgewater residents and businesses. Hopefully programs in place by May/June.

Acting Town Manager Robinson further noted that she has asked the Towns IT department to remind all clerks to let them know when Zoom recording are ready for uploading to You Tube.

Councilor Striggles asked that the Acting Town manager help the Hughes family as the application does not sound like it should be held up.

Councilor McGrath asked about the conversion of the EV charges at Town Hall to a pay system. Acting Town Manager Robinson noted that she would speak with the Town Manager's Assistant.

Councilor Ellenberg would like Acting Town Manager Robison to give a brief summary of the

Old Town Hall discussion.

Councilor Murphy asked that the Acting Town Manager give an update on the background information on the Tree Warden we currently have and the tree mitigation schedule update.

J. DISCUSSIONS

K. COMMITTEE REPORTS

Councilor Murphy noted that the Town Manager Ad Hoc Committee will be meeting this Thursday at 7:30pm to discuss the results of survey; position description.

Councilor Linde noted that the only citizen input is the survey. Councilor Murphy noted that he himself held two forums this past summer, an Email address was set up and a few emails have been received and there have been several Ad Hoc Committee meetings that have taken place and any citizen that wished to attend and make comments could attend.

L. LEGISLATION FOR ACTION

a) Order O-FY25-031: Appointment To A Vacant Councilor-At-Large Seat
This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Councilor Perry noted that he brought forth this Order to fill the vacant council seat.

Councilor Linde made a motion to approve Order O-FY25-031, which was duly seconded by Councilor Striggles for discussion.

Councilor Striggles noted that she is conflicted and would like to hear from the candidates and residents.

Council McGrath noted that Article I Section 2 has a great detail on how to fill at large vacancy, if we do not fill we are choosing not to follow out town code. Councilor Perry noted that the council has the option to fill it.

Councilor Chase noted that Councilor Linde and himself were appointed for a short time to fill a vacancy, but they were district councilors and before the council tonight is to fill an at large seat. District seat should be filled because residents of the districts should have representation in their district.

Councilor McGrath noted that residents want a 9 council, important we follow the Town Code and fill the seat.

Councilor Linde noted that he is in agreement with Councilor McGrath, Town Code should be followed.

Council Ellenberg noted that she would like to hear from the candidates first and then the audience as to what they think about the candidates.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea;

Murphy – No; Perry – No; Linde – Yea; Chase – No; Striggles – Yea; McGrath – Yea; Motion passed 5-3.

b) Resolution R-FY25-004: Town Council Meeting Dates - 2025
This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Councilor McKinnon made a motion to approve Resolution R-FY25-004, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

c) Ordinance D-FY25-009: Veterans Volunteer Services Program (Work-off)
Refer to Advertising: Rules & Procedures meeting 12/12/24.

Councilor Chase noted that Rules and Procedures met and approved the ordinance with amendments 3-0 and noted those amendments.

Councilor McKinnon made a motion to refer Ordinance D-FY25-009 with amendments to advertising. This motion was duly seconded by Councilor Murphy.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

M. OLD BUSINESS

N. NEW BUSINESS

a) Proposed Ordinance D-FY25-012: Proposed Amendment to Part II – Administrative Code: Chapter 60, Article I, Section 1 – Elections
Councilor Perry noted that he sponsored this on behalf of the Town Clerk and it would only be based on Town Elections.

Councilor Striggles made a motion to refer Ordinance D-FY25-012 to Rules and Procedures, which was duly seconded by Councilor McKinnon.

Councilor Ellenberg made a motion to amend to read that polls remain open no later than 8pm in the evening. Motion failed for lack of a second.

Councilor Ellenberg made a motion to table Ordinance D-FY25-012. Motion failed for lack of a second.

Councilor Linde wants it on record stating that people have different schedules. Do not want to see it reduced. $2,300 is not a lot of money.

A voice vote was taken for Councilor Striggles motion to refer to Rules and Procedures and the

results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

b) Proposed Ordinance D-FY25-013: Proposed Amendment to Part II – Administrative Code: Chapter 290, Article I, Section 1 Shade Trees

Councilor Perry noted that he sponsored this ordinance to update that particular chapter in the Town Code.

Councilor Striggles made a motion to refer Ordinance D-FY25-013 to Rules and Procedures, which was duly seconded by Councilor McKinnon.

A voice vote was taken and the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

c) Order O-FY25-033: An Order for the Placement of Flagpoles

Councilor Chase noted that he is proposing to add a second flag pole. The existing flag pole be moved to the center of the fountain directly across from the 9/11 flag pole. The flag of the Town would be flown on one and the US and POW Flag would fly on the other. When the council approves a citizens request to fly a flag the other flag would be flown beneath the Town Flag. Grateful to Councilor McGrath for joining this.
Councilor Linde asked where the Commonwealth of Massachusetts flag would fly and Councilor Chase noted that some have suggested a third flag pole be considered.

Councilor Perry noted that he spoke with the Veterans Agent, Greg Martin about the potential of 3 flag poles, would like to see costs.

Attorney Rawlins noted that when it goes to committee he would recommend that the Committee look at the verbiage. Investigate the situation and submit a report, only the Council can appropriate funds. Under the Charter it is up to the Town Manager for the use of the property. You want it to be a directive to the Town Manager and to produce options and costs. Once that is produced an appropriation can be brought forward.

Councilor McKinnon suggested that a sign indicating that the Town Hall is the Academy Building also be looked at.

Councilor McGrath asked if the Ordinance that she brought forward a few months ago could be voted on in Rules and Procedures and Councilor Chase noted that the Rules Committee voted to continue that matter at their last meeting but will bring it up at the next meeting.

Councilor McKinnon made a motion to retain Order O-FY25-033 at council l evel, which was duly seconded by Councilor Linde.

A voice vote was taken and the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea;

Motion passed 8-0.

d) Order O-FY25-034: Right of First Refusal - Oldfield Estates n/k/a Oldfield Preserve
Councilor Chase noted that the town has the right to purchase this but there is no compelling interest for the town to exercise that option.

Councilor Striggles made a motion to refer Order O-FY25-034 to Community and Economic Development, which was duly seconded by Councilor McKinnon.

Councilor Ellenberg asked where the property was, what it was and what is it going to be. Councilor Chase noted that it is a residential subdivision built and pursuant to it's original plan there was a portion of common land and the decision of the trustees of the homeowners trust was to donate the portion of the land and the town has to waive it's right of first refusal.

A voice vote was taken and the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

O. CITIZEN COMMENTS

- Laurene Powers, Sunrise Drive: thanked the councilors for working together on the initiative.
- Janet Hanson, Pleasant Street: noted that the Town should just get 3 flag poles, has trouble with the website in finding committee meeting and the election times should not change.
- Ray Ajamian: Trees are important. Tree committee can do a presentation on why trees are important. Want to educate the public.
- Chrstine Ajamian: exciting to see new faces; look forward to the election in April.
- Carlton Hunt, Austin Street: historic district commission oversees the changes in that district. Highway Department does not have a bucket truck, been a problem for years.

P. COUNCIL COMMENTS

- Councilor McKinnon: Happy holidays to everyone.
- Councilor Ellenberg: congratulations to Johnny and Happy holidays.
- Councilor Murphy: thanked everyone who presented tonight, great candidates.
- Councilor Linde: Happy holidays. Encourage people to put their name forward
- Councilor Chase: congratulated Johnny Loreti, thank you for your words tonight. Thanked all of the candidates who came to speak. Expect many of them to seek nomination papers.
- Councilor Striggles: congratulated Councilor Loreti. Thanked Chief of Police for his help with a situation and to congratulate him on being installed as President for the Police Association.
- Councilor McGrath: attended the installment for the Police Chief and it was a moving ceremony, BSU sponsored event. Wished everyone a Happy Holiday.
- Councilor Perry: congratulations to Councilor Loreti and thank you to the candidates who stepped up. Great crowd. Encourage all the candidates to pull papers and run in April. Chief Delmonte was honored. Safe and happy holidays.

Q. EXECUTIVE SESSION - None

R. ADJOURNMENT

Councilor McKinnon made a motion to refer Ordinance D-FY25-009 with amendments to advertising. This motion was duly seconded by Councilor Murphy.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

Bridgewater Town Council

Introduced By:
Date Introduced: 1/7/2025
First Reading: 1/7/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Petition P-2025-015: The Annual Licensing of A Common Victualler Establishment (Non-Alcohol) - Bridgewater House of Pizza

WHEREAS, Bridgewater House of Pizza at 33 Main Street desires authorization to continue the operation of their Common Victualler License; and

WHEREAS, Common Victualler licenses are subject to renewal annually; and

WHEREAS, Requisite inspections have been satisfactorily completed by the Building Inspector and Fire Department; and

WHEREAS, Tax Collector's Office has submitted its recommendation for the renewal candidates[i]; and

WHEREAS, the Bridgewater Town Council, acting as the Legislative body of the Town has such licensing authority and with consideration of no adverse recommendations being received from the Building Inspector, Fire, Police, and Health Departments who have oversight authority, it appears that the public good so requires such license be granted;

The Town Council of the Town of Bridgewater, Massachusetts, pursuant to Chapter 140 - section 2 and section 4 respectively of the Massachusetts General Law (M.G.L.), in Town Council assembled approve the petition, as submitted, and that the individual applicant be granted a license to continue its operation as a Common Victualler for a period of one year - January 8, 2025 to December 31, 2025.

Committee Referrals and Dispositions:

Attachments: None

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:
Date Introduced: 1/7/2025
First Reading: 1/7/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Petition P-2025-016: The Annual Licensing of Class III Auto Dealer - Best Auto Parts, Inc.

WHEREAS, Best Auto Parts Inc. operating at 2109 Old Plymouth Street desires authorization to continue the operation of their Class III auto dealership; and

WHEREAS, Licenses for the operation of an auto dealership are subject to renewal annually; and

WHEREAS, the requisite inspections have been completed by the Inspector of Buildings and Fire Department; and

WHEREAS, the Tax Collector's Office has submitted its recommendation for the renewal candidates; and

WHEREAS, Said applicant has complied with the policies and requirements of the Town of Bridgewater, as well as, applicable state laws governing its industry; and

WHEREAS, the Bridgewater Town Council, acting as the Legislative body of the Town have such licensing authority and with approval Police and Fire Departments, Bridgewater Building Inspector/Zoning Enforcement Officer, who have oversight authority, it appears that the public good so requires such license be granted;

The Town Council of the Town of Bridgewater, Massachusetts, Chapter 140 - section 58 specifically; and also sections 57 and 59 generally, of the Massachusetts General Law (M.G.L.), in Town Council assembled approve the petitions, as submitted, and that Best Auto Parts Inc. be granted a license to continue its operation as a Class III auto dealership for a period of one year - January 8, 2024 to December 31, 2024.

Committee Referrals and Dispositions:

Attachments: None

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:
Date Introduced:
First Reading:
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Fire Station Update

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments: None

Bridgewater Town Council

Introduced By:	Fred Chase, Councilor Mary McGrath
Date Introduced:	12/17/2024
First Reading:	12/17/2024
Second Reading:	1/7/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY25-033: An Order for the Placement of Flagpoles

WHEREAS, the Veterans Council, an advisory committee of the Town of Bridgewater, has expressed a desire that the Academy Building flagpole be relocated to a position of greater prominence and visibility on the grounds of the Academy Building; and

WHEREAS, it is desirable that the flag of the United States and the POW/MIA recognition flag be raised together for permanent display before the fountain on Academy Building grounds and in direct alignment with the memorial on the Town Common dedicated to the victims of the 9/11 terror attacks; and

WHEREAS, it is further desirable that the flag of the Town of Bridgewater be raised for permanent display from an identical flagpole adjacent to that dedicated for display of the flag of the United States and the POW/MIA recognition flag; and

WHEREAS, it is further desirable that any flag which may be permitted to be raised from time-to-time pursuant to the Flag Raising Ordinance of the Town of Bridgewater be displayed together with the flag of the Town of Bridgewater;

NOW, THEREFORE, BE IT ORDERED that, pursuant to Section 2-2 of the Town of Bridgewater Charter, the Town Council assembled does hereby direct and order that the Town Manager undertake all actions necessary to source, fund and procure the purchase of an additional flagpole and relocation of the existing flagpole, to effectuate the intention of the foregoing at the earliest opportunity.

Committee Referrals and Dispositions:

Referral(s)

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

- This measure was not referred to committee. 14 days has elapsed per Section XVII of the Council Rules & Procedures, therefore this measure may be finally considered this evening.

Attachments: None

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	Kevin Perry, Councilor
Date Introduced:	10/15/2024
First Reading:	10/15/2024
Second Reading:	1/7/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Proposed Ordinance D-FY25-008: Proposed Amendment to Part II – Administrative Code: Chapter 1, Article III, Section 1B (2)

WHEREAS, in accordance with the provisions of Section 2-06 of the Bridgewater Home Rule Charter relative to amendments to the Town ordinances, it is therefore:

ORDERED, that the Town Council assembled votes to amend the Administrative Code, Chapter 1, Article II, Section 1B (2) as follows:

B. Multiple member Bodies and Ad Hoc Committees.

(2) The Bridgewater Town Council may from time to time, based upon passage by a majority vote of its membership, establish ad hoc committees to assist the Town Council in carrying out the Council's responsibilities. Ad hoc committees shall be limited to a particular subject area and serve only in that capacity for a specified period of time. Appointments to these ad hoc committees shall be made by the Town Council President subject to ratification by Town Council.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Town Council	• 10/15/24: Referred to Rules and Procedures Committee.
• Rules and Procedures Committee	• 12/12/24: Voted 3-0 to Recommend

Attachments: None

REFER TO ADVERTISING - VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	Mark Linde, Councilor
Date Introduced:	11/12/2024
First Reading:	11/12/2024
Second Reading:	1/7/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

General Ordinance D-FY25-011: General Ordinance - Amend Chapter 300, Article II, "Truck Exclusions"

WHEREAS, the Town of Bridgewater conducted a Heavy Vehicle Exclusion (HCVE) Study in September of 2023 for High Street, and

WHEREAS, the HCVE Study showed the percentage to be over 5.0% which met Warrant 1 of a heavy vehicle exclusion, and

WHEREAS, the Town of Bridgewater submitted a request in June 2024 to MassDOT for the approval of a 24 hour heavy duty truck exclusion for High Street; and

WHEREAS, the 24 hour heavy duty truck exclusion was approved by the MassDOT on September 25, 2024, it is therefore,

ORDERED, that the Town Council assembled votes to amend Chapter 300, Article II, “Truck Exclusions” to read as follows:

Part III. General Ordinances
Chapter 300. Vehicles
Article II. Truck Exclusion; violations and penalties

Section 1. Definition. Any heavy commercial vehicle having a carrying capacity of more than 2 ½ tons.

Section 2. Restrictions. The use and operation of heavy commercial vehicles having a carrying capacity of more than 2 ½ tons are hereby restricted 24 hours per day on the following named streets or parts thereof:

Hayward Street: from the northern town line to High Street
High Street: from Broad Street to Route 104 (Plymouth Street)

Section 3. Exemptions. Section 1 shall not apply to heavy commercial vehicles going to or coming from places

upon said streets for the purpose of making deliveries of goods, materials, or merchandise to or similar collections from abutting land or buildings or adjoining streets or ways to which access cannot otherwise be gained; or to vehicles used in connection with the construction, maintenance and repair of said streets or public utilities therein; or to federal, state, municipal or public service corporation owned vehicles.

Section 4. Violations and Penalties. The penalty for violation of this section shall not exceed $75 for the first offense and each successive offense. The enforcement officer of this section shall be the Police Department.

Committee Referrals and Dispositions:

Referral(s)	**Disposition(s)**
• Town Council	• 11/12/24: Referred to Rules and Procedures Committee
• Rules and Procedures	• 12/12/24: Voted 3-0 to Recommend
•	•

Attachments: None

REFER TO ADVERTISING - VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By: Kevin Perry, Councilor
Date Introduced: 1/7/2025
First Reading: 1/7/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY25-035: Vote to Authorize Acting Town Manager Blythe Robinson to Sign on Behalf of the Town of Bridgewater

ORDERED, that the Town Council assembled vote to authorize Acting Town Manager Blythe Robinson to execute on behalf of the Town the Local Initiative Program Regulatory Agreement for the following project:

Murphy's Landing 40B Project
0 Plymouth Street, Bridgewater
Local Initiative Program

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments: 1. LIP REGULATORY AGREEMENT 09-11-24

REGULATORY AND USE AGREEMENT

[Comprehensive Permit Rental]

LOCAL INITIATIVE PROGRAM

This Regulatory and Use Agreement (this "Agreement") is made this ___ day of September, 2024, by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") pursuant to G.L. c.23B §1 as amended by Chapter 7 of the Acts of 2023, the City/Town of Bridgewater, MA (the "Municipality"), and 464 Crescent Street LLC, a Massachusetts limited liability company_, having a mailing address at 135 Old Page Street, Stoughton, MA 02072, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer is constructing a housing development known as "Murphy's Landing" at an approximately 6.75-acre site located at 0 Plymouth Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, EOHLC has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has issued its Comprehensive Permit Guidelines (the "Guidelines" and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules"); and

WHEREAS, pursuant to the Act and the final report of the Special Legislative Commission Relative to Low- and Moderate-Income Housing Provisions issued in April 1989, regulations have been promulgated at the Regulations which establish the Local Initiative Program ("LIP"); and

WHEREAS, EOHLC acts as Subsidizing Agency for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, said Board of Appeals issued a comprehensive permit for the Development by decision filed with the Municipality's Town Clerk on February 12, 2020 which was recorded in the Plymouth County Registry of Deeds (the "Registry") in Book 53043, Page 139 ("the Comprehensive Permit"); and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of eight (8) rental units, of which twenty five percent (25%) (i.e. two (2) units) (the "Affordable Units") will be rented to Low- and Moderate-Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, EOHLC has adopted the *Preparation of Cost Certification for 40B Rental Developments: Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities* (the "Cost Certification Guidance"), which shall govern the cost certification and limited dividend requirements for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the parties intend that this Agreement shall serve as a "Use Restriction" as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EOHLC, the Municipality and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Accountant's Annual Determination shall have the meaning given such term in Section 7(f) hereof.

Accumulated Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Accumulated and Unpaid Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by EOHLC, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.

Annual Excess Revenues shall have the meaning given such term in Section 7(e) hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5609 (or any successor regulations).

Area shall mean the Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area (MSA)/County/HMFA as designated by the Department of Housing and Urban Development ("HUD").

Area Median Income ("AMI") shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low- and Moderate-Income Tenant, the Area Median Income shall be adjusted for family size.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development, if any.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan, if any.

Cost Certification shall have the meaning given such term in Section 21 hereof.

Current Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Developer's Equity shall be calculated according to the formulas outlined in Attachment C of the Cost Certification Guidance, using the Cost Method until the Cost Certification process is complete, and either the Cost Method or the Value Method, whichever results in the greater amount, thereafter. Developer's Equity shall be retroactively applied to the period from the start date (commencement of construction of the Development as evidenced by issuance of the first building permit) until Substantial Completion (the "Construction Period"). For the Construction Period, Developer's Equity shall mean the average of costs expended by the Developer on the Development during the period in question, based on a review of Developer's financial reports by an independent accounting firm. By way of example only, if on the first day of construction the Developer's costs are $10,000,000 (all attributable to land acquisition costs), and one year later the Developer's costs are $20,000,000 (half attributable to land acquisition costs, half attributable to construction costs), then the Developer's Equity for that year of construction would be the average of those two amounts of $15,000,000. The Developer's Equity for the construction period shall be appropriately prorated for any partial year during such period.

Developer Parties shall have the meaning given such term in Section 7(b) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues shall have the meaning given such term in Section 7(b) hereof.

Distribution Payments shall have the meaning given such term in Section 7(b) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement existing after the expiration of any applicable notice and cure periods.

Excess Revenues Account shall mean the account established under Section 7(e) hereof.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development or to Low- and Moderate-Income Tenants.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Low- and Moderate-Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit.

Low- and Moderate-Income Tenants shall mean Low- and Moderate-Income Persons or Families who occupy the Affordable Units.

Maximum Annual Distributable Amounts shall have the meaning given such term in Section 7(c) hereof.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage, if any.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns, if any.

Permanent Loan shall mean the Permanent Loan which may be made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof, if any.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, if any.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 21 hereof.

Surety shall have the meaning given such term in Section 22 hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by EOHLC, with such changes thereto provided that any substantive changes have been approved by the EOHLC.

Term shall have the meaning set forth in Section 24 hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit. All Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

(c) Unless the same shall be modified by a change to the Comprehensive Permit approved by the Board of Appeals for the Municipality, the bedroom mix for the Development shall be as follows:

0 of the Affordable Units shall be one-bedroom units;
0 of the Affordable Units shall be two-bedroom units; and
2 of the Affordable Units shall be three-bedroom units.

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

One-bedroom units - 700 square feet
Two-bedroom units - 900 square feet
Three-bedroom units - 1200 square feet

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low- and Moderate-Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, Developer will accept referrals of tenants from the Public Housing Authority in the Municipality and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, EOHLC shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Affordable Unit plus one. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto. Thereafter, the Developer shall annually submit to the Municipality and EOHLC a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that such review rights shall be with respect to the maximum rents for all the Affordable Units, and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without EOHLC's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants. If an annual request for a new schedule of rents for the Affordable Units as set forth above is based on a change in the AMI figures published by HUD, and the Municipality and EOHLC fail to respond to such a submission within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Municipality and EOHLC shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Affordable Units is made for any other reason, and the Municipality and EOHLC fail to respond within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Developer may send EOHLC and the Municipality a notice of reminder, and if the Municipality and EOHLC fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and EOHLC shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Affordable Units to reflect an increase in the AMI published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to subsections 3(h) and (i) below; if the Municipality and EOHLC approve such rent increase in accordance with this subsection (e), the Rental Schedule attached as Appendix A hereto shall be deemed to be modified accordingly.

(f) Developer shall obtain income certifications satisfactory in form and manner to EOHLC at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to EOHLC and the Municipality upon request.

(g) Throughout the term of this Agreement, the Municipality shall annually certify in writing to EOHLC that each of the Affordable Units continues to be an Affordable Unit as provided in Section 2(c), above; and that the Development and the Affordable Units have been maintained in a manner consistent with the Comprehensive Permit and this Agreement.

(h) Prior to marketing or otherwise making available for rental any of the units in the Development, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for EOHLC's approval. At a minimum the AFHM Plan shall meet

the requirements of the Guidelines, as the same may be amended from time to time to comply with the requirements of fair housing laws. The AFHM Plan, upon approval by EOHLC, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement. At the option of the Municipality, and provided that the AFHM Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the AFHM Plan may also include a preference for local residents for up to seventy percent (70%) of the Affordable Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to EOHLC for approval, the AFHM Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the AFHM Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the AFHM Plan which are set forth as responsibilities of the Municipality in the AFHM Plan. If the Chief Executive Office of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the AFHM Plan for the Affordable Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the AFHM Plan. In addition, if the Development is located in the _____ MSA/HMFA/County, Developer must list all Affordable Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center). The Developer agrees to maintain for at least five years following the initial lease-up of the Development a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts as described in the AFHM Plan as approved by EOHLC which may be inspected at any time by EOHLC.

(i) The AFHM Plan shall designate entities to implement the plan who are qualified to perform their duties. EOHLC may require that another entity be found if EOHLC finds that the entity designated by the Developer is not qualified. Moreover, EOHLC may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

(j) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as EOHLC shall require.

TENANT SELECTION AND OCCUPANCY

4. Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and the Local Initiative Program. The Developer shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Developer, the Municipality, or EOHLC; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Developer, the Municipality, or EOHLC may direct, but at least annually, he or she will furnish to Developer certification of then current family income, with such documentation as the Municipality or EOHLC shall reasonably require; and agrees to such charges as the Municipality or EOHLC has previously approved for any facilities and/or services which may be furnished by Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

6. Omitted

LIMITED DIVIDENDS

7. (a) The Developer covenants and agrees that Distribution Payments made in any fiscal year of the Development shall not exceed the Maximum Annual Distributable Amounts for such fiscal year. No Distribution Payments may be made if an Event of Default has occurred, which shall include but not be limited to failure to maintain the Development in good physical condition in accordance with Section 8 hereof.

(b) For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from revenues, income and other receipts of the Development, not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer (herein called "Development Revenues")

which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and provide such services on an arms-length basis.

(c) For the purposes hereof, the "Maximum Annual Distributable Amounts" for any particular fiscal year shall be defined and determined as follows: the sum of

(i) an amount equal to ten percent (10%) of the "Developer's Equity" for such fiscal year, subject to adjustment as provided in (d) below (the "Current Distribution Amounts"); plus

(ii) the amount of all Accumulated and Unpaid Distributions calculated as of the first day of such fiscal year.

In no event shall the total Maximum Annual Distributable Amounts actually distributed for any given year exceed total funds available for distribution after all current and owed-to-date expenses have been paid and reserves, then due and owing, have been funded.

"Accumulated and Unpaid Distribution Amounts" shall be the aggregate of the Current Distribution Amounts calculated for all prior fiscal years less the Distribution Payments ("Accumulated Distribution Amounts") calculated for each such fiscal year together with simple interest ("Accrued Interest") resulting from such calculation in all prior years computed at five percent (5%) per annum. For the purposes of this calculation, it is assumed any amounts available for distribution in any year shall be fully disbursed.

(d) When using the Value-Based Approach, the Developer's Equity may be adjusted not more than once in any five-year period with the first five - year period commencing with the first fiscal year of the Development. Any adjustments shall be made only upon the written request of the Developer and, unless the Developer is otherwise directed by EOHLC, shall be based upon an appraisal commissioned by (and naming as a client) EOHLC and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by EOHLC. The appraiser shall submit a Self-Contained Appraisal Report to EOHLC in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall be based on the so-called "investment value" methodology, using assumptions subject to the reasonable approval of EOHLC.

Upon completion of an appraisal as provided above, the Developer's Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer's Equity shall be the Developer's Equity commencing with the first day of the month following the date of such appraisal and stay in effect until a subsequent adjustment.

(e) If at the end of any fiscal year, any Development Revenues for such fiscal year shall remain and are in excess of the Maximum Annual Distributable Amounts for such fiscal year, such amount (the "Annual Excess Revenues") , other than those which may be required by any Lender to remain at the Development as a reserve to pay the expenses of the Development, shall be deposited in an escrow account with the Lender (or if the Loan is paid off, in an escrow account to be established to the satisfaction of EOHLC) designated as the "Excess Revenues Account." No distributions may be made to the Developer from the Excess Revenues Account except those permitted pursuant to this Section (e) with the prior written consent of EOHLC.

Upon Developer's request, amounts may also be withdrawn from the Excess Revenues Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development (the "Replacement Reserve") which may be held by a lending institution reasonably acceptable to EOHLC and which reserves may be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of Developer for Development expenses, provided that Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the EOHLC) and shall have supplied the applicable Lender (or EOHLC) with such evidence as the applicable Lender (or EOHLC, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by EOHLC) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii), (iii) and (v) above by the Developer shall be subject to the prior written approval of EOHLC, which approval shall not be unreasonably withheld or delayed; it being agreed by EOHLC that if the Developer can demonstrate that its proposed operating expenditures, capital expenditures and reserves are substantially consistent with those made for comparable developments in the Commonwealth of Massachusetts, EOHLC shall approve such request. Further, in no event shall such review or approval be required by EOHLC to the extent any such capital expenditures or reserves are mandated by Lender.

Further, EOHLC agrees that it shall not unreasonably withhold or delay its consent to release of any amounts held in the Excess Revenues Account, upon the written request of the Developer that:

(i) provide a direct and material benefit to Low- or Moderate-Income Tenants; or

(ii) reduce rentals to Low- or Moderate-Income Tenants.

In the event that EOHLC's approval is requested pursuant to this Section 7(e) for expenditures out of the Excess Revenues Account, and EOHLC fails to respond within thirty (30) days of EOHLC receipt thereof, then EOHLC shall be deemed to have approved the request, and EOHLC shall have no further rights to object to, or place conditions upon, the same.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of Accumulated and Unpaid Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by EOHLC as provided herein, or as otherwise directed by EOHLC. Upon the expiration of the "Limited Dividend Term" as that term is defined in Section 24(b) hereof, any balance remaining in the Excess Revenues Account shall be contributed by the Developer to the Replacement Reserve held for the Development if deemed necessary by EOHLC, and otherwise shall be paid to the Developer.

(f) The Developer shall provide EOHLC for each fiscal year with a copy of its audited financial statements, and provide the EOHLC with a certificate from the independent certified public accountant (the "CPA") who prepared such reports which certifies as to their determination (the "Accountant's Annual Determination") of the following for such fiscal year, based on the terms and conditions hereof:

(i) Accumulated Distribution Amounts;

(ii) Current Distribution Amounts;

(iii) Maximum Annual Distributable Amounts;

(iv) Annual Excess Revenues;

(v) Accumulated and Unpaid Distribution Amounts (including a calculation of Accumulated Distribution Amounts and Accrued Interest); and

(vi) Development Revenues.

Such Accountant's Annual Determination shall be accompanied by a form completed by the CPA and by a Certificate of Developer in forms as reasonably required by EOHLC certifying under penalties of perjury as to the matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who made such Accountant's Annual Determination, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Accountant's Annual Determination, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Accountant's Annual Determination and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Accountant's Annual Determination and believes that such determination is an appropriate representation of the Development.

(g) EOHLC shall have sixty (60**)** days after the delivery of the Accountant's Annual Determination to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If EOHLC does not object to it or request additional information with respect to it, it shall have been deemed accepted by the EOHLC. If EOHLC shall request additional information, then the Developer shall provide EOHLC with such additional information as promptly as possible and EOHLC shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Accountant's Annual Determination. If no such objections are made within such thirty-day (30) period, the Accountant's Annual Determination shall be deemed accepted by EOHLC. Prior to acceptance of the Accountant's Annual Determination, EOHLC shall deliver a copy of the Accountant's Annual Determination to the Municipality with EOHLC's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to EOHLC, which request shall not be unreasonably withheld. EOHLC will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Accountant's Annual Determination as provided above.

To the extent that EOHLC shall raise any objections to such Accountant's Annual Determination as provided above, then the Developer and EOHLC shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then EOHLC may enforce the provisions under this Section by the exercise of any remedies it may have under this Agreement.

(h) If upon the approval of an Accountant's Annual Determination as provided above, such Accountant's Annual Determination shall show that the Distribution Payments for such fiscal year shall be in excess of the Maximum Annual Distributable Amounts for such fiscal year, then upon thirty (30) days written notice from EOHLC, the Developer shall cause such excess to be deposited in the Excess Revenue Account from sources other than Development Revenues to the extent not otherwise required by Lender to remain with the Development as provided in subsection (e) above.

If such Accountant's Annual Determination as approved shall show that there are Annual Excess Revenues for such fiscal year which have not been distributed, such amounts shall be applied as provided in subsection (e) above within thirty (30) days after the approval of the Accountant's Annual Determination as set forth in subsection (g) above.

(i) Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Developer's Equity.

(j) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party

consultants, partners and legal or beneficial owners of the Development shall (unless otherwise limited by EOHLC) **be limited** to no more than that amount resulting from the calculation in Attachment B, Step 3 ("Calculation of Maximum Allowable 40B Developer Fee and Overhead") of the Cost Certification Guidance (the "Maximum Allowable Developer Fee")**.** The Maximum Allowable Developer Fee **shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 21 below regarding Cost Certification in accordance with the requirements of 760 CMR 56.04(8) (e), in the event that EOHLC determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 21 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by EOHLC as provided herein.**

(k) The Municipality agrees that upon the receipt by the Municipality of any cash available for distribution pursuant to subsection (e) above or upon the receipt of any Excess Distributions pursuant to subsection (j) above, the Municipality shall deposit any and all such monies into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A (collectively, an "Affordable Housing Fund") to be used by the Municipality for the purpose of reducing the cost to persons or families of Low- and Moderate-Income to rent or purchase housing in the Municipality, or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing in the Municipality for persons and families of Low- and Moderate-Income. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to EOHLC.

MANAGEMENT OF THE DEVELOPMENT

8. Developer shall maintain the Development in good physical condition in accordance with EOHLC's requirements and standards and the requirements and standards of the Lender ordinary wear and tear and casualty excepted. Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, EOHLC shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, EOHLC has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. (a) Except for rental of Units to Low- and Moderate-Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Development or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of

EOHLC and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Developer in writing within thirty (days) after receipt of the request that either:

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Development is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Development or any party of the Development.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity

contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 25 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Omitted.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by EOHLC from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of EOHLC or the Municipality. Failure to keep such books and accounts and/or make them available to the EOHLC or the Municipality will be an Event of Default hereunder if such failure is not cured to the satisfaction of the EOHLC within thirty (30) days after the giving of notice to the Developer. The Developer agrees to comply and to cause the Development to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders.

12. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish EOHLC with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of EOHLC which include: (i) financial statements submitted in a format acceptable to EOHLC; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by EOHLC.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of EOHLC or the Municipality, Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development as it pertains to the Developer's compliance with the requirements of this Agreement.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted in connection with a change to the Comprehensive Permit approved in accordance with the Regulations or as set forth in Section 28 below, Developer shall not, without prior written approval of EOHLC and the Municipality and an amendment to the Agreement, change the type or number of Affordable Units. Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, familial status, or any other basis prohibited by law and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Municipality or EOHLC to take any corrective action it may deem necessary.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the EOHLC within thirty (30) days after the giving of notice to the Developer as provided herein, then at EOHLC's option, and without further notice, the EOHLC may either terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If any default, violation, or breach of any provision of this Agreement by the Municipality is not cured to the satisfaction or EOHLC within thirty (30) days after the giving of notice to the Municipality as provided herein, then EOHLC may either terminate this Agreement or may apply to any state or federal court for specific performance of this Agreement, or may exercise any other remedy at law or in equity or take any other action as may be necessary to correct noncompliance with this Agreement. The thirty- (30-) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If EOHLC elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by EOHLC for purposes of the Act shall from the date of such termination be determined solely by EOHLC according to the rules and regulations then in effect.

(c) In the event EOHLC brings an action to enforce this Restriction and prevails in any such action, EOHLC shall be entitled to recover from the Developer all of EOHLC's reasonable costs of an action for such enforcement of this Restriction, including reasonable attorneys' fees.

(d) The Developer hereby grants to EOHLC or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. EOHLC intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay EOHLC fees for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to EOHLC a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security interest with respect thereto.

18. EOHLC shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. In carrying out its obligations as a Monitoring Agent, the third party shall apply and adhere to the standards and policies of EOHLC related to the administrative responsibilities of Subsidizing

Agencies. EOHLC shall notify the Developer and the Municipality in the event EOHLC engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by EOHLC, payable within thirty (30) days of the end of each fiscal year of the Developer during the Limited Dividend Term as defined in Section 24(b) below, but not in excess of the amounts as shown on Appendix D hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as EOHLC under this Agreement, and shall act on behalf of EOHLC hereunder, to the extent that EOHLC delegates its rights and duties by written agreement with the Monitoring Agent.

19. The Municipality shall have the right to engage a third party (the "Affordability Monitoring Agent") to monitor compliance with all or a portion of the ongoing affordability requirements of this Agreement which Municipality is responsible for overseeing hereunder. In carrying out its obligations as an Affordability Monitoring Agent, the third party shall apply and adhere to the standards and policies of EOHLC related to the administrative responsibilities of Subsidizing Agencies. The Municipality shall notify the Developer and EOHLC in the event the Municipality engages an Affordability Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Affordability Monitoring Agent an annual monitoring fee in an amount reasonably agreed upon by the Municipality and the Developer, payable within thirty (30) days of the end of each fiscal year of the Developer; and (ii) the Developer hereby agrees that the Affordability Monitoring Agent shall have the same rights, and be owed the same duties, as the Municipality under this Agreement, and shall act on behalf of the Municipality hereunder, to the extent that the Municipality delegates its rights and duties by written agreement with the Affordability Monitoring Agent.

CONSTRUCTION AND FINAL COST CERTIFICATION

20. The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

21. Upon Substantial Completion, the Developer shall provide the Municipality with a certificate of the architect for the Development in the form of a "Certificate of Substantial Completion" (AIA Form G704) or such other form of completion certificate acceptable to the Municipality.

In addition, within ninety (90) days after Substantial Completion, the Developer shall provide EOHLC with its Cost Certification for the Development.

As used herein, the term "Substantial Completion" shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

For the purposes hereof the term "Cost Certification" shall mean the determination by the EOHLC of the aggregate amount of all Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date in the format provided in the Cost Certification Guidance (the "Cost Examination"). The Cost Certification must be examined in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner's and/or general contractor's certificate, as provided in the Cost Certification Guidance, executed by the Developer and/or general contractor under penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. "Allowable Development Costs" shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

Prior to acceptance of the Cost Certification, EOHLC shall deliver a copy of the Cost Certification to the Municipality with EOHLC's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to EOHLC, which request shall not be unreasonably withheld. EOHLC will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Cost Certification as provided in Section (g) above.

22. In order to ensure that the Developer shall complete the Cost Certification as required by Section 21 hereof, the Developer has provided EOHLC herewith adequate financial surety (the "Surety") provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by EOHLC. If EOHLC shall determine that the Developer has failed in its obligation to provide Cost Certification as described above, EOHLC may draw on such Surety in order to pay the costs of completing Cost Certification.

23. Omitted.

TERM

24. (a) This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns, in perpetuity, except as provided in Section 24(b) below, (the "Term"). Upon expiration of the Term, this Agreement and the rights and obligations of the parties hereunder shall automatically terminate without the need of any party executing any additional document.

(b) Notwithstanding subsection (a) above, the provisions of Section 7(a)–(i) herein ("Limited Dividends") shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns, and the Municipality

and its successors and assigns until the date which is fifteen (15) years from the date of this Agreement (the "Limited Dividend Term.").

LENDER FORECLOSURE

25. The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

INDEMNIFICATION/LIMITATION ON LIABILITY

26. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless EOHLC and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against EOHLC or the Municipality by reason of its relationship to the Development under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of EOHLC or the Municipality.

27. EOHLC and the Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

28. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by the Developer hereunder, EOHLC will look solely to the Developer's interest in the Development for the satisfaction of any judgment against the Developer or for the performance of any obligation of the Developer hereunder. Further, no officer, partner, manager, member, agent or employee shall have any personal liability hereunder.

CASUALTY

29. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

30. The Developer hereby represents and warrants as follows:

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

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

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the Construction Loan, or other encumbrances permitted by EOHLC).

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

MISCELLANEOUS CONTRACT PROVISIONS

31. This Agreement may not be modified or amended except with the written consent of EOHLC or its successors and assigns, the Municipality or its successor and assigns, and Developer or its successors and assigns.

32. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

33. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

34. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

35. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

36. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of EOHLC, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

37. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

464 Crescent Street LLC
135 Old Page Street
Stoughton, MA 02072
Attention: Carmine Crugnale

If to EOHLC:

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
Attention: Director of Local Initiative Program
Fax: 617-573-1426

If to the Municipality:

Town Manager
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324
Attention: Blythe Robinson

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

38. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

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

DELEGATION BY EOHLC

40. EOHLC may delegate its compliance and enforcement obligations under this Agreement to a third party, if the third party meets standards established by EOHLC, by providing written notice of such delegation to the Developer and the Municipality. In carrying out the compliance and enforcement obligations of EOHLC under this Agreement, such third party shall apply and adhere to the pertinent standards of EOHLC.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the date and year first written above.

DEVELOPER

By:_____
Carmine Crugnale
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

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

_____
Notary Public
My Commission Expires:

Attachments:

Exhibit A - Legal Description
Appendix A - Rent Schedule
Appendix B - Fees Payable to EOHLC

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the date and year first written above.

EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

By:_____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

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

_____
Notary Public
My Commission Expires:

Attachments:

Exhibit A - Legal Description
Appendix A - Rent Schedule
Appendix B - Fees Payable to EOHLC

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the date and year first written above.

MUNICIPALITY

By:_____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

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

_____
Notary Public
My Commission Expires:

Attachments:

Exhibit A - Legal Description
Appendix A - Rent Schedule
Appendix B - Fees Payable to EOHLC

EXHIBIT A

LEGAL DESCRIPTION

The real property shown as Lots 50A and 50B on the Plan of Land prepared by Silva Engineering Associates, PC dated August 13, 2007, recorded with the Plymouth County Registry of Deeds in Plan Book 53, Page 540.

Subject to and with the benefit of all restrictions, easements, rights and agreements of record insofar as the same are now in force and applicable.

Being the same premises conveyed to 464 Crescent Street LLC by deed dated March 11, 2021 recorded with the Plymouth County Registry of Deeds in Book 54557, Page 239.

APPENDIX A
RENT SCHEDULE (INITIAL)

Re: 980 Plymouth Street
(Development name)

Bridgewater, MA
(City/Town)

464 Crescent Street, LLC
(Developer)

Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units

	Rents	Utility Allowances
Studio Units	$ N/A	$
One-bedroom Units	$ N/A	$
Two-bedroom Units	$ N/A	$
Three-bedroom Units	$ 2,233*	$ 212
Four-bedroom Units	$ N/A	$

*Maximum allowable contract rent but it's recommended to offer a lower rent for faster lease-up

APPENDIX B

FEES PAYABLE TO EOHLC

During the term of this Agreement, the Developer shall pay to EOHLC a Monitoring Fee of $30.00 per month for each Affordable Unit (2 units) with a maximum annual fee of $4,000.00. The Developer shall make each such payment to EOHLC within ten (10) days of the end of the calendar year.

Bridgewater Town Council

Introduced By:	Kevin Perry, Councilor
Date Introduced:	1/7/2025
First Reading:	1/7/2025
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Proposed Zoning Ordinance D-FY25-014: Zoning Amendment for Accessory Dwelling Units

ORDERED, pursuant to MGL, Chapter 40A that the Town Council assembled voted to amend Zoning Ordinance amendment pursuant to Accessory Dwelling Units and Amend Section 3.3.3, Section 4.1, creation of Section 4.5, amendments to Definitions and Table of Uses and Footnote 3, Table of Dimensional Requirements as attached:

Explanation:
For the last few months, the CED Department and Planning Board have worked on language for an amendment for Council consideration based around the Section 8 of the Affordable Homes Act amends the Zoning Act to allow ADUs up to 900 square feet to be built by right in single-family zoning districts within Massachusetts. Currently, Bridgewater utilizes language called "Expanded Living Area in Place" which caps the square footage at 800 sq. ft and requires unrestricted passage. The law goes into effect February 2, 2025.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments:
1. ADU 11-18-24
2. Expanded Living Area in Place - Bridgewater

NOT FOR ACTION - FIRST READING

3. Zoning Act Reforms in Housing Bond Bill of 2024

11/18/24 Draft

Zoning Amendment for Accessory Dwelling Units

Amendments to Section 3.3.3, Section 4.1, creation of Section 4.5, amendments to Definitions and Table of Uses and Footnote 3, Table of Dimensional Requirements

3.3.3 Residential Accessory Uses.

The following accessory uses are specifically permitted as of right or by special permit in the Residence Districts, as set forth herein:

1. Boarders in Single-Family Dwelling. The renting of rooms and/or furnishing of board to not more than two persons in a single-family dwelling by the owner/occupant thereof shall be a permitted accessory use.
2. ***Accessory Dwelling Units (as defined in these ordinances) in single family houses. Accessory Dwelling Units shall follow dimensional requirements as noted in Section 4.5.***

4.4 Accessory Structures (no changes)

4.4.1 Dimensional Requirements and Location. Except as otherwise provided herein, the following dimensional rules shall apply to accessory structures:

1. Accessory structures or buildings with a footprint of 150 – 300 square feet or less may be located within five (5) feet of a rear or side property line.

2. Accessory structures or buildings with a footprint larger than 300 – 900 square feet may be located within ten (10) feet of a front, rear or side property line after issuance of a special permit from the Board of Appeals

3. Accessory structures or buildings with a footprint larger than 900 square feet shall require a special permit and shall be set back from side or rear property lines in accordance with the provisions of the Table of Dimensional Requirements.

4. An accessory building attached to its principal building or within ten (10) feet of it shall be considered an integral part thereof and as such shall be subject to the front, side, and rear yard requirements applicable to the principal building.

5. Accessory structures and buildings shall be located on the same lot as the principal structure on the premises.

4.5 Accessory Dwelling Units (ADU)

1. ***Accessory Dwelling Units (conversion, attached, or detached) shall be subject to the General Regulations (Section 4.1) & Table of Dimensional Requirements and applicable to the principal building within the Zoning District.***
2. ***Applicability of Other Regulations. Nothing in this Section shall limit the applicability of G.L. c. 131, s. 40 or the following (where applicable): 1. 780 CMR Massachusetts State Building Code; & 310 CMR 15, Title V, Minimum Requirements for Subsurface Disposal of Sanitary Sewage (DEP).***
3. ***ADUs shall be limited to only Single Family Dwellings and limited to one Accessory Dwelling Unit per lot.***
4. ***Accessory Dwelling Units shall be prohibited from short-term rental use as defined in section one of M.G.L. Chapter 64G.***
5. ***The principal dwelling or the Accessory Dwelling Unit cannot be sold or otherwise conveyed or transferred separately from the other.***
6. ***Prior to the issuance of a Building Permit, a floor plan shall be submitted showing both existing and proposed changes to the interior and exterior of the building. The exterior of the structure shall in the opinion of the Building Inspector retain the characteristics of a single family residence.***

Definitions:

~~Expanded Living Space (In-law living area): Shall be limited to one bedroom of no more than 200 square feet or two bedrooms of no more than 150 square feet each. Total living area for expanded living space including bath, kitchen, living room, bedroom shall not exceed 800 square feet of living area. Unrestricted passage must be maintained on each floor level between units.~~

Becomes

"Accessory dwelling unit", a self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a principal dwelling, subject to otherwise applicable dimensional and parking requirements, that: (i) maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the principal dwelling sufficient to meet the requirements of the state building code for safe egress; (ii) is not larger in gross floor area than 1/2 the gross floor area of the principal dwelling or 900 square feet, whichever is smaller; and (iii) is subject to such additional restrictions as may be imposed by a municipality, including, but not limited to, additional size restrictions and restrictions or prohibitions on short-term rental, as defined in section 1 of chapter

64G; provided, however, that no municipality shall unreasonably restrict the creation or rental of an accessory dwelling unit that is not a short-term rental.

Use, Accessory: A use incidental and subordinate to the principal use of a structure or lot, as identified in 6.30 Table of Use Regulations, i. Accessory Uses and Off-Street Parking. An accessory use by area shall not exceed ~~40~~ 50 percent of the total area of the structure(s) ~~and/or lot~~ in which such use is located. Only one accessory use shall be allowed by right for each lot.

Table of Uses Changes:

I.	ACCESSORY USES AND OFF-STREET PARKING	RES A/B	RES C	RES D	CBD	SBD	BUS B	GATEWAY	EAST GATEWAY	IND A	IND B	IND E	PD	MHEC	PC
13	Adult social day care home	PB	PB	PB	PB	PB	PB	PB	PB	N	N	N	N	N	D
14	Expanded living space (in-law living area) in single family dwelling	Y	Y	Y	BA	BA	BA	Y	Y	BA	BA	BA	BA	BA	N/A
15	Rooftop Solar Photovoltaic Panels, in all districts except the Historic District, roof top solar photovoltaic panels are allowed by-right subject to a height restriction of five (5) feet above the roof.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N/A

I.14 would change to Accessory Dwelling Unit in single family dwelling. Nothing would change the table.

Table of Dimensional Requirements Footnote (3)

~~On lots abutting more than one street, the front yard requirements shall apply to one of the abutting streets where not less than the required frontage distance for the lot exists. The "front yard" shall be so designated in any application to build on such lots.~~

To

On lots abutting more than one street (corner lots) the front yard setback requirements shall apply to BOTH of the abutting streets. Corner lot has a front yard along each abutting way and no rear yard. The corner lot may have one or more side yards.

Essential Services: Services provided by public utility or governmental agencies through erection, construction, alteration, or maintenance of underground or overhead gas, electrical, steam, or water transmission or distribution systems and collection, communication, supply, or disposal systems, excluding power plants or transfer stations. Facilities necessary for the provisions of essential services include poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, and other similar equipment and accessories in connection therewith. Specifically excluded from this definition are buildings necessary for the furnishing of adequate service by such public utility or governmental agencies for the public health, safety and general welfare.

Expanded Living Space (In-law living area): Shall be limited to one bedroom of no more than 200 square feet or two bedrooms of no more than 150 square feet each. Total living area for expanded living space including bath, kitchen, living room, bedroom shall not exceed 800 square feet of living area. Unrestricted passage must be maintained on each floor level between units.

Family: A group of persons related to each other by marriage or blood, or not more than three unrelated individuals, living together under a single roof and comprising a household.

Fast Food and Ice Cream Stands: An establishment whose principal business is the sale of pre-prepared or rapidly prepared food or ice cream for sale directly to the customer in a ready to consume state for consumption either within the restaurant building, in the parking lot, or off premises and generally requiring ordering food at a counter with no interior seated dining area.

Fast Order Food: Food which is (a) primarily intended for immediate consumption; (b) available upon a short waiting time; (c) packaged or presented in such a manner that it can be readily eaten outside the premises where it is sold; (d) served on disposables or in paper containers, consumed with plastic utensils; and (e) of a self-service nature, that is, no waitresses or waiters are involved. Patrons place their order at a counter or remotely and take it to a table on the premises or leave the premises.

Fast Order Food Establishment: An establishment whose primary business is the sale of fast order food for consumption on or off the premises.

Front Yard: An area extending the entire width of a lot from side lot line to side lot line and from the street line to the front line of a building for the required front yard distance as established under Section 4.0.

Funeral Home: Facility for the conducting of funerals and related activities such as embalming.

General Service Establishment: Shop for lawn mower or small appliance repair, upholstery or furniture repair, bicycle repair person, shoe repair, printer, blacksmith, builder, carpenter, caterer, electrician, lawn mower service person, mason, painter, plumber or roofer.

Greenhouse: A structure and establishment for the growing of plants for wholesale or retail sale, otherwise not exempt as an agricultural use pursuant to G.L. c. 40A, s. 3.

I.	ACCESSORY USES AND OFF-STREET PARKING	RES A/B	RES C	RES D	CBD	SBD	BUS B	GATEWAY	EAST GATEWAY	IND A	IND B	IND E	PD	MHEC	PC
13	Adult social day care home	PB	PB	PB	PB	PB	PB	PB	PB	N	N	N	**N**	N	D
14	Expanded living space (in-law living area) in single family dwelling	Y	Y	Y	BA	BA	BA	Y	Y	BA	BA	BA	BA	BA	N/A
15	Conversion of existing structure into a mixed use with a maximum of one commercial use on the first floor and two residential units. The conversion shall maintain the appearance of the existing structure	N	N	N	Y	N	N	N	N	N	N	N	N	N	U
16	Rooftop Solar Photovoltaic Panels, in all districts except the Historic District, roof top solar photovoltaic panels are allowed by-right subject to a height restriction of five (5) feet above the roof.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N/A

Zoning Act Reforms in Housing Bond Bill of 2024

Compiled by Jeff Lacy, Rural Planning Associates

Definition and Exemptions for Accessory Dwelling Units

SECTION 7. Section 1A of chapter 40A of the General Laws, as appearing in the 2022 Official Edition, is hereby amended by striking out the definition "Accessory dwelling unit" and inserting in place thereof the following definition:-

"Accessory dwelling unit", a self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a principal dwelling, subject to otherwise applicable dimensional and parking requirements, that: (i) maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the principal dwelling sufficient to meet the requirements of the state building code for safe egress; (ii) is not larger in gross floor area than 1/2 the gross floor area of the principal dwelling or 900 square feet, whichever is smaller; and (iii) is subject to such additional restrictions as may be imposed by a municipality, including, but not limited to, additional size restrictions and restrictions or prohibitions on short term rental, as defined in section 1 of chapter 64G; provided, however, that no municipality shall unreasonably restrict the creation or rental of an accessory dwelling unit that is not a short-term rental.

SECTION 8. Section 3 of said chapter 40A, as so appearing, is hereby amended by adding the following paragraph:-

No zoning ordinance or by-law shall prohibit, unreasonably restrict or require a special permit or other discretionary zoning approval for the use of land or structures for a single accessory dwelling unit, or the rental thereof, in a single-family residential zoning district; provided, that the use of land or structures for such accessory dwelling unit under this paragraph

may be subject to reasonable regulations, including, but not limited to, 310 CMR 15.000 et seq., if applicable, site plan review, regulations concerning dimensional setbacks and the bulk and height of structures and may be subject to restrictions and prohibitions on short-term rental, as defined in section 1 of chapter 64G. The use of land or structures for an accessory dwelling unit under this paragraph shall not require owner occupancy of either the accessory dwelling unit or the principal dwelling; provided, that not more than 1 additional parking space shall be required for an accessory dwelling unit; and provided further, that no additional parking space shall be required for an accessory dwelling located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station. For more than 1 accessory dwelling unit, or rental thereof, in a single-family residential zoning district there shall be a special permit for the use of land or structures for an accessory dwelling unit. The executive office of housing and livable communities may issue guidelines or promulgate regulations to administer this paragraph.

Renumbering

SECTION 9. Section 3A of said chapter 40A is hereby amended by striking out the words “section 27”, as appearing in section 152 of chapter 7 of the acts of 2023, and inserting in place thereof the following words:- section 27½.

Exemption to the “Merger Doctrine” for Certain Lots in Common Ownership

SECTION 10. Section 6 of said chapter 40A, as appearing in the 2022 Official Edition, is hereby amended by inserting after the fourth paragraph the following paragraph:-

Adjacent lots under common ownership shall not be treated as a single lot for local zoning purposes if, at the time of recording or endorsement, the lots: (i) conformed to then existing requirements of area, frontage, width, yard or depth, where each such lot has not less than 10,000 square feet of area and 75 feet of frontage; and (ii) are located in a zoning district

that allows for single-family residential use. Any single-family residential structure constructed on said lot shall not exceed 1,850 square feet of heated living area, shall contain not less than 3 bedrooms and shall not be used as a seasonal home or short-term rental.

Making Appeals of Zoning Decisions More Difficult

SECTION 11. The first paragraph of section 17 of said chapter 40A, as so appearing, is hereby amended by inserting after the fourth sentence the following sentence:-
If the complaint is filed by someone other than the original applicant, appellant or petitioner, then each plaintiff, whether or not previously constituting parties in interest for notice purposes, shall also sufficiently allege and must plausibly demonstrate that measurable injury, which is special and different to such plaintiff, to a private legal interest that will likely flow from the decision through credible evidence.

SECTION 12. Said section 17 of said chapter 40A, as so appearing, is hereby further amended by striking out the third paragraph and inserting in place thereof the following paragraph:-

The court, in its discretion, may require a plaintiff in an action under this section appealing a decision to approve a special permit, variance or site plan to post a surety or cash bond in an amount of not more than $250,000 to secure the payment of and to indemnify and reimburse damages and costs and expenses incurred in such an action if the court finds that the harm to the defendant or to the public interest resulting from delays caused by the appeal outweighs the financial burden of the surety or cash bond on the plaintiffs. The court shall consider the relative merits of the appeal and the relative financial means of the plaintiff and the defendant. Nothing in this section shall require bad faith or malice of a plaintiff for the court to issue a bond under this section.

SECTION 13. Said section 17 of said chapter 40A, as so appearing, is hereby further amended by striking out the sixth paragraph and inserting in place thereof the following paragraph:-

Costs, including reasonable attorneys' fees, in an amount to be fixed by the court may be allowed against the party appealing from the decision of the board or special permit granting authority if the court finds that the appellant or appellants acted in bad faith or with malice in making the appeal to court.

Option for Preferences for Veterans in Certain Housing Developments

SECTION 14. Said chapter 40A is hereby further amended by adding the following section:-

Section 18. (a) Notwithstanding any general or special law to the contrary, a city or town that permits or adopts inclusionary zoning, incentive zoning, a density bonus ordinance or by-law pursuant to this chapter or a housing production plan submitted to the executive office of housing and livable communities may enter into an agreement with a housing developer or residential development owner to provide a preference for affordable housing to low- or moderate-income veterans, as defined in clause Forty-third of section 7 of chapter 4. The preference shall be for up to 10 per cent of the affordable units in a particular development.
(b) The preference under this section shall be established in the applicant selection process for available affordable units. Applicants who are veterans and who apply within 90 days of the initial marketing period of the development shall receive preference for the rental of up to 10 per cent of the affordable units. After the first 90 days of the initial marketing period, if any of the units subject to the preference remain available, applicants from the general public shall be considered for occupancy. Following the initial marketing period, qualified applicants who are veterans shall be placed on a waiting list for the preference-occupied units for veterans and on any general waiting list. The veterans on the preference-occupied waiting list shall be given

preference for affordable units, as the units become available, whenever the percentage of preference-occupied units falls below 10 per cent.

(c) Any agreement to provide affordable housing preferences for veterans pursuant to this section shall not affect a municipality's ability to receive credit for the unit for affordable housing pursuant to chapter 40B or any other law. The agreement may be monitored by a third party assigned by the municipality.

(d) This section shall not require an increase in the existing amount of affordable units set by the city or town.

(e) The city or town may require proof of veteran status and income eligibility as the city or town.

Bridgewater Town Council

Introduced By:	Blythe Robinson, Acting Town Manager
Date Introduced:	1/7/2025
First Reading:	1/7/2025
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Resolution R-FY25-005: A Resolution to File and Accept Grants with and From the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs for the Parkland Acquisitions and Renovations for Communities Program for Improvements to Summer Street Park

Whereas: Summer Street Park is a community-wide asset and the preservation and improvements to this facility are a City priority as evidenced in the most recent Open Space and Recreation Plan; and

Whereas: Summer Street Park is dedicated to park and recreation purposes as adopted 10/1/24 by the Town Council on Order O-FY25-007, under M.G.L. Chapter 45, Section 3; and

Whereas: Summer Street Park's ultimate restoration, guided in principle by the Master Plan, will greatly enhance this facility with improved infrastructure, path systems, site lighting, universal access, etc.; and Whereas: The main focus of the Plan is to increase the available space in the downtown area to provide adequate publicly accessible space for recreational activities; and

Whereas: The Executive Office of Energy and Environmental Affairs (EEA) is offering reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (PARC) (301 CMR 5.00); and

Whereas: Phase I of the Common Restoration Project will cost a total of **$1,058,900,** and the City has appropriated that amount in funding for Phase I of the Summer Street Park Project;"

NOW, THEREFORE, BE IT
1. That the City Manager be and is hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs; and
2. That the City Manager be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the Parks and Recreation Department; and
3. That this resolution shall take effect upon passage.

Committee Referrals and Dispositions:

NOT FOR ACTION - FIRST READING

Referral(s)	Disposition(s)
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Attachments: None