Town of Bridgewater

Town Council

January 21, 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) January 7, 2025 Meeting Minutes

B. ANNOUNCEMENTS FROM THE PRESIDENT

C. PROCLAMATIONS

D. CITIZEN OPEN FORUM

E. APPOINTMENTS

F. HEARINGS

a) Proposed Ordinance D-FY25-006: Bridgewater Town Charter Amendment for Gender Neutral Language
Public Hearing: *Advertised in the 1/6/25 Enterprise. Rules and Procedures voted 3-0 to recommend at their 11/13/24 meeting.*

b) Ordinance D-FY25-009: Veterans Volunteer Services Program (Work-off)
Public Hearing: *Advertised in the 1/6/25 Enterprise. Rules and Procedures voted 3-0 to recommend with amendments at their 12/12/24 meeting.*

G. LICENSE TRANSACTIONS

a) Petition P-2025-017: The Granting of an Annual Entertainment License – Fire for Effect Foundation

H. PRESENTATIONS

I. TOWN MANAGER'S REPORT

a) Fire Station Update

b) Status of Library Feasibility Study

c) Status of Senior Day Program

J. DISCUSSIONS

K. COMMITTEE REPORTS

L. LEGISLATION FOR ACTION

a) Order O-FY25-034: Right of First Refusal - Oldfield Estates n/k/a Oldfield Preserve
Community and Economic Development voted 3-0 to recommend at their 1/13/25 meeting.

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

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
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.

M. OLD BUSINESS

N. NEW BUSINESS

a) Ordinance D-FY25-015: Ordinance Establishing the Process for Filling a Vacant Town Councilor Role

b) Order O-FY25-036: Laying Out and Accepting a Private Way - Firefly Lane

O. CITIZEN COMMENTS

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

R. ADJOURNMENT

Town of Bridgewater

Town Council

January 7, 2025
7:00 PM

MEETING MINUTES

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.

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, January 7, 2025 in the Council Chambers.

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

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

Councilor Perry read the names of veterans who have recently passed away and held a moment of silence:

- Dale Shoemaker, US Navy, passed away on November 17, 2024
- Gordon Reed, US Air Force, passed away on November 17, 2024
- Wayne Gunnison, US Navy, passed away on December 11, 2024
- James Brown, US Navy, Vietnam, passed away on December 20, 2024
- Stanley Kravitz, US Army, Vietnam, passed away on December 17, 2024. Former Bridgewater selectman and a Purple Heart recipient from the Vietnam War.

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

a) November 26, 2024 Meeting Minutes
Councilor McKinnon made a motion to approve the November 26, 2024 meeting minutes, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – did not vote; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

b) December 3, 2024 Meeting Minutes
Councilor Chase made a motion to approve December 3, 2024 meeting minutes, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – did not vote; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

c) December 17, 2024 Meeting Minutes
Councilor Striggles made a motion to approve the December 17, 2024 meeting minutes, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – did not vote; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 8-0.

B. <u>ANNOUNCEMENTS FROM THE PRESIDENT</u> – None

C. <u>PROCLAMATIONS</u> – None

D. <u>CITIZEN OPEN FORUM</u> – None

E. <u>APPOINTMENTS</u> – None

F. <u>HEARINGS</u> – None

G. <u>LICENSE TRANSACTIONS</u>

a) Petition P-2025-015: The Annual Licensing of A Common Victualler Establishment (Non-Alcohol) - Bridgewater House of Pizza
Councilor Linde made a motion to approve Petition P-2025-015, which was duly seconded by Councilor Loreti.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

b) Petition P-2025-016: The Annual Licensing of Class III Auto Dealer **-** Best Auto Parts, Inc.
Councilor Perry noted that this was an existing Class III dealership, going though some changes. Ralph from Best Auto was in attendance and Councilor Perry noted that he did a great job cleaning up the land but asked about fencing. Ralph noted that once the ground softens up he will be putting up a fence.
Councilor McKinnon made a motion to approve Petition P-2025-016, which was duly seconded by Councilor Chase.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

H. <u>PRESENTATIONS</u>

a) Police Department Update: Chief Delmonte
Chief Delmonte gave a presentation regarding the Police Department:

Chief Delmonte thanked the council for inviting him to the meeting and thanked the community for their strong community support. Chief Delmonte noted that there are some great men and women that work for the Police Department.

Chief Delmonte discussed the department structure, noting that recruitment is a serious problem – currently have 4 open positions and added that they utitlize Police cadets who are local residents who work the desk – 9/11 calls, walk ins, prisoners.

Chief Delmonte discussed personnel assignments; 41 working – have detectives, WEB Majores Crimes & Drug task force, school resource officer, patrol K9; court prosecutor. Member of SEMLEC since 2003, officers get assigned to different assignments and agencies (SWAT, Drone unit, bicycle response team, etc). Bridgewater Police has been an accredited police agency since 2016 – go through the process every 3 years. Will be evaluated in 2025. Use best practice in policing.

Some of the Community Events that the Police Department are involved in include: Halloween safety day; high five Fridays; Dare Summer Camp (one week camp); Law Enforcement Torch run for special Olympics; 10th Year BPD 5K Run; BSU partner with Washington Mendela fellows; Bridgewater Class escorted to the State House for a tour; Thanksgiving dinner for seniors – 25 years; No Shave November to raise money for local charities

Some of the Programs that the Police Department offer include: Citizens Police Academy; BRRHS Criminal Justice at the HS and Career Fairs at BSU.

Chief Delmonte noted that mental health calls have increased. Reported deaths have increased and are usually labor intensive. Detectives need to investigate which takes time. Operating under the influence of liquor or drugs has increased. 31 arrests in 2024. 2024 there were 3 fatal motor vehicle fatalities. Trying to stay proactive in this area – 2 officers are assigned to traffic enforcement. Restraining Order violations has increased – 37 violations in 2024.

Chief Delmonte discussed the future for the Police Department: Where should staffing be? 50 to 52 officers. Full Time mental health/substance abuse clinician. 2 Full Time WEB TF Investigator – have 2 part time currently; and second School Resource Officer.

Chief Delmonte noted the department challenges which included: Health and wellbeing of personnel; Nature and scope of mental health & substance abuse calls – many and complex; recruitment of Police Officer candidates. Civic Service Community and rules have recently changed – can hire outside the exam itself.

Chief Delmonte discussed continued and emerging threats: Newer and more deadly illegal drugs; lack of available mental health substance abuse treatment facilities; accountability of serious crimes and crimes involving technology

Chief Delmont discussed training that the Police Department goes through which included: FBI National Academy – Lt. Hiles attending now; use of Force Summit; annual mandatory hostile event response training and continued advanced professional unit training.

Chief Delmont concluded his presentation and spoke about infrastructure needs which included: looking at solar panels for parking lot for energy purposes and readiness and portable vehicle barriers for July 4th, Memorial Day and Veterans Day Parades.

Councilor Chase congratulated Chief Delmonte on being selected as the President of the Massachusetts Chiefs of Police Association and asked how special of an event is it being chose for the FBI academy. Chief Delmonte thanked Councilor Chase and noted that the departments strategy is to get better training and that Lt. Hile is the third police officer from Bridgewater in the last 20 years to be selected, very few candidates are selected. We have many talented and educated leaders in our police department.

Councilor Linde asked what the Town needs to do to get those solar panels for the Police Department. Chief Delmonte noted that there are not a lot of grants on the law enforcement side but perhaps the Energy Committee could look into the solar panels.

Councilor Murphy asked about recruiting and why is it a challenge today. Chief Delmonte noted that this is not unique to Bridgewater and many not going into law enforcement because of what is seen in the media.

Councilor Murphy asked about the relationship with BSU. Chief Delmonte noted that Bridgewater swears in all of BSU police officers as special police officers so there is never any issue of jurisdiction.

Councilor Murphy asked what residents can do to support the Bridgewater Police Department. Chief Delmonte noted that the police department serves the public and that this community has always supported the Police department. We have never felt that the community has left us.

Councilor Striggles thanked the police for Sunday and how the staff handled the accident and being transparent and honest.

Councilor Perry thanked the Chief for coming tonight and thanked him for the leadership he has given the town and the entire department.

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

Dennis Gallagher who was sworn in on January 1, 2025 as the State Representative for the 8th Plymouth District introduced himself and gave a brief overview of the upcoming legislative session which included: December revenues in the State have indicated being better. 19 new State Representatives waiting for committee assignments and offices. Mr. Gallagher introduced Evan Frances, his Legislative Aid. MMA/Connect 351 is usually when you hear from the governor and what the budget will be, encourage councilors to attend. Some of things I am going to advocate for is mental health and roads and sidewalks. Deadline to file anything is Friday, January 17th and only got access on January 6th. If there are issues that need to be filed on behalf of Bridgewater let him know. Refiled 4 pieces of legislation that his predecessor filed. School funding is very important to communities. Mr. Gallagher noted that he will come to meetings as often as necessary but encouraged phone calls or emails to him.

Councilor Linde noted that he would like Mr. Gallagher to get us as much money as he can and to push through Charter changes that have been pending. Mr. Gallagher noted that he would look into those and gave his phone number of 617-722-3600 and email address. Dennis.gallagher@mahouse.gov Will advocate for funds for Bridgewater. Regional school caucus on Beacon Hill. Home Rule Petitions can be filed at any time but it takes time for them to process.

Acting Town Manager Robinson noted that EMS responds to the prison and the company the State hired to process the payments went bankrupt and the Town is still owed money – about $140k. Not sure what the DOC is doing about it. Mr. Gallagher noted that he would look into that.

Councilor Perry thanked Mr. Gallagher for coming tonight and noted that the Councilor will be meeting with the school committee in February and asked for his support for the regional school system.

I. TOWN MANAGER'S REPORT

a) Fire Station Update
Acting Town Manager Robinson noted that there was nothing new to report on the Fire Station.

b) Old Town Hall Discussion Update
Acting Town Manager Robinson noted that they are continuing to resolve the records stored in the building. Previous archivist put together a record of documents and will be meeting with the new archivist to figure out what is needed to do to get them out and digitized/stored. Have asked staff to get over there when the weather is warmer and work with the archivist to look into the documents. $247k set aside and has not been used. Long term decision on what to use the building for.

c) Tree Mitigation Schedule Update
Acting Town Manager Robinson noted that she has been meeting with Ray Ajamian and was provided with 2 documents. Proposed tree preservation ordinance – expansion of the current shade tree ordinance. Tree mitigation schedule- will be discussed with Planning to work through a few details. Tree Committee would like a full time Tree Warden.

d) EV Charging Stations at Academy Building Update
Acting Town Manager noted that there are two charging stations added and not sure why there was not a charge added. They are not separately metered so do not know the cost. There are grants out there to change to ones that people would need to pay for and for town use could be given an access card.

Councilor Linde noted that when the two charging stations were put in, part of the agreement was that there wouldn't be a charge. Should talk to the Energy Committee.

Councilor Ellenberg noted that funding has run out for transit cares which is for low income people to do their errands. Are we able to find money in the budget to get the Transit Care up again. Acting Town Manager Robinson discussed this will the COE director and have applied for funding and waiting to hear. We also have our own van.

Councilor Murphy would like to add the Feasibility Study Update for the Library on the next agenda.

Councilor Linde asked that the Library Director be on a future agenda to do a presentation and would also like to talk about possible changes in the role of the library board of trustees.

J. **DISCUSSIONS** - None

K. **COMMITTEE REPORTS**

L. **LEGISLATION FOR ACTION**

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

Councilor Chase noted that he is proposing an amendment as it relates to the interaction with the Town Manager needed to be changed.

Councilor Striggles made a motion to amend Order O-FY25-033 as noted by Councilor Chase, which was duly seconded by Councilor Linde.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

Councilor Striggles made a motion to approve Order O-FY25-033 as amended, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

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

Councilor Perry noted that this would be to allow the Town Council President to make appointments to Council Ad Hoc Committees.

Councilor Linde made a motion to refer Order O-FY25-0008 to advertising, which was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

Town Attorney Rawlins noted that this might need to be a charter change and will look at it and get back to the Town Council Clerk.

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

Councilor Perry noted that this would be exclude trucks from certain parts of Hayward and High Street, which was approved by the State.

Councilor Linde made a motion to refer Order O-FY25-0011 to advertising, which was duly seconded by Councilor McKinnon.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

M. <u>OLD BUSINESS</u> – None

N. <u>NEW BUSINESS</u>

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

Acting Town Manager Robinson noted that when the Town Attorney looked at this the charter did not give the Acting Town Manager Authority to sign.

Councilor Murphy made a motion to retain Order O-FY25-035 at Council, which was duly seconded by Councilor Chase.

Councilor Perry noted that this is a regulatory agreement that needs a signature from ATM ad has been in the works.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – No; Murphy – Yea; Perry – Yea; Linde – No; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 7-2.

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

Councilor McKinnon made a motion to refer Proposed Zoning Ordinance D-FY25-014 to Planning Board and Community and Economic Development. This was duly seconded by Councilor Striggles.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

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
Councilor McGrath made a motion to retain Resolution R-FY25-005 at Council, which was duly seconded by Councilor Linde.

Councilor McGrath asked how many phases there were and if the driveway will be shared. Acting Town Manager noted that she did not know the answer but would look into it.

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

O. CITIZEN COMMENTS

- Carlton Hunt, 80 Austin Street: CPC is looking at funding a historical study. Solar panels for the Police Department – been advocating for two years. Have a presentation about solar panels and would be happy to present to you.
- MJ Spagone, 5 Lakeshore Center: thanked the Chief for the presentation. EV charging stations – LEED certification, intended for only town fleet vehicles. Can there be a shut off switch.

P. COUNCIL COMMENTS

- Councilor McGrath: noted she is a CERT Team member and encouraged resident to volunteer.
- Councilor Striggles: congratulated Councilor Loreti and thanked Chief Delmonte ad State Rep Gallagher for attending the meeting, both make our town extremely proud.
- Councilor Chase: noted that Chief Delmonte's presentation was very informative. It was also good to see Dennis Gallagher here tonight who knows the Town.
- Councilor Linde: noted that we are going to have good luck by having a former Town Councilor at the State House. Would like to invite the new State Senator to a meeting.
- Councilor Murphy: thanked the Chief and the entire department, Rep Gallagher for attending tonight.
- Councilor Ellenberg: noted that there are still many boards and committees which are not filled. Meetings need to be televised and BTV needs volunteers as well. Compliment Chief Delmonte on an excellent presentation.
- Councilor Loreti: thank you for being welcoming. Presentation by Chief was very impressive.
- Councilor McKinnon: echo the council comments on Chief Delmonte and State Rep Gallagher and welcome to Councilor Loreti.
- Councilor Perry: welcomed councilor Loreti and thanked the Chief and Dennis for their presentations.

Q. EXECUTIVE SESSION - None

R. ADJOURNMENT

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

A voice vote was taken with the results recorded as follows: McKinnon – Yea; Loreti – Yea; Ellenberg – Yea; Murphy – Yea; Perry – Yea; Linde – Yea; Chase – Yea; Striggles – Yea; McGrath – Yea; Motion passed 9-0.

Meeting adjourned at 9:10pm.

Bridgewater Town Council

Introduced By: Paul Murphy
Date Introduced: 9/10/2024
First Reading: 9/10/2024
Second Reading: 12/3/2024
Amendments Adopted:
Third Reading: 1/21/2025
Date Adopted:
Date Effective:

Proposed Ordinance D-FY25-006: Bridgewater Town Charter Amendment for Gender Neutral Language

ORDERED, that the Town Charter shall be amended by replacing "his" with "their" for the following:

Article II Legislative Branch

Section 2-2. General Powers and Duties
(c) Powers and Duties:
(3) The council president shall be recognized as the official head of the town for all ceremonial purposes and the council president, or ***his (change to: their)*** designee, shall represent the town in its relations with other units of government.

Section 2-12. Prohibitions; Term Limits
(a) Prohibitions - No councilor shall, while a member of the town council, hold any other town office or position. Elected charter commission membership shall not be considered to be a town office or position. No former councilor shall hold any compensated appointive town office or town employment until 1 year after the expiration of ***his (change to; their***) service on the town council. This provision shall not prevent a town officer or employee who has taken a leave of absence from such duties in order to serve as a member of the town council from returning to such office or employment following service as a member of the town council. Any councilor who has been
finally convicted of a criminal offense involving misconduct in any elective or appointive public office, trust or employment at any time held by ***him (change to: them)*** shall be deemed to have vacated office and shall not be eligible to serve in any other elective or appointive office or position in the town.

Article VI. Financial Management

Section 6-1. Annual Budget Policy
The council president shall call a joint meeting of the town council, the regional school committee chairman, or ***his (change to: their***) designee, the finance committee, the town manager and any other committee

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

established for the budget process, before the commencement of the budget process to review the financial condition of the town, revenue and expenditure forecasts and other relevant information in order to develop a coordinated budget

Such amendment shall be effective only after approval by the Town Council, the State Legislature and the voters of the Town of Bridgewater.

Committee Referrals and Dispositions:

• Town Council	• 9/10/24: Referred to Rules and Procedures Committee
• Rules and Procedures Committee	• 11/13/24: Voted 3-0 to recommend
• Town Council	• 12/3/24: Voted 8-0 to refer to Advertising

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: 12/17/2024
Amendments Adopted: 12/17/2024
Third Reading: 1/21/2025
Date Adopted:
Date Effective:

Ordinance D-FY25-009: Veterans Volunteer Services Program (Work-off)

WHEREAS, the Veterans Volunteer Services Program pursuant to MGL c. 59, Sec. 5N, (the "Program") provides a mechanism to allow veterans resident in a Massachusetts municipality (or the spouse of such veteran, in the case where the veteran is deceased or has a service-connected disability), to volunteer services to the municipality in exchange for a reduction of the assessed real property tax obligations applicable to the domicile of the veteran (or spouse, if applicable), subject to a maximum reduction not to exceed $1,500 for any single tax period; and

WHEREAS, the Program would allow an approved representative to provide such services on behalf of and in place of a veteran physically unable to offer such services to the municipality.

NOW, THEREFORE, be it ordained that the Town Council of the Town of Bridgewater, duly assembled, vote the acceptance of Massachusetts General Laws, Chapter 59, Section5N, subject to such rules of eligibility as follow, all such provisions to be deemed effective and applicable to assessed real property taxes commencing in fiscal year 2026.

a) Rules of Eligibility:

1. An applicant must be qualified as a veteran under MGL, c. 4, Sec. 7, Clause 43; and
2. An applicant veteran must be a recipient of an Honorable Discharge.; and
3. An applicant veteran (or eligible spouse, if applicable) must have ownership of residential real estate property in the Town of Bridgewater; and
4. An applicant veteran (or eligible spouse, if applicable) must occupy the residence for which tax relief is sought as his/her primary residence and legal domicile; and
5. An applicant veteran (or eligible spouse, if applicable) shall not be eligible for relief under this Ordinance during any period for which such person is approved for relief under MGL c. 59, Section 5K (the "SAVE" tax credit for property owners over 70 years of age); and

VOICE VOTE REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

6. In the event that there are more qualified applicants for participation in the Program than the Town has budgeted for or has a need for in any particular year, priority shall be given to applicants in the order of application.

b) Administration of the Program:

1. The Veterans Service Officer of the Town shall determine eligibility of an applicant under Rule (a)1 and Rule (a)2.
2. The Assessor of the Town shall determine eligibility of an applicant under Rule (a)3, Rule (a)4 and Rule (a)5.
3. The Board of Assessors of the Town shall adopt any further rules as are not inconsistent with the foregoing and which are consistent with the intent of MGL c. 59, Section 5N to aid in the administration of this Ordinance.

Explanation:
This ordinance is equivalent to the Senior Associates Volunteer Program (SAVE) that the Town of Bridgewater adopted which has proven to be successful. The program will provide a valuable source of volunteer labor to the Town of Bridgewater while providing a beneficial reduction in the Veteran's tax bill.

Committee Referrals and Dispositions:

Disposition(s)	
• Rules & Procedures	• 12/2/24: Voted 3-0 to continue • 12/12/24: Voted 3-0 to recommend with Amendments
• Town Council	• 12/17/24: Voted 8-0 to refer to advertising with amendments.

Attachments: None

VOICE VOTE REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Bridgewater Town Council

Introduced By:	
Date Introduced:	1/21/2025
First Reading:	1/21/2025
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Petition P-2025-017: The Granting of an Annual Entertainment License – Fire for Effect Foundation

WHEREAS, Fire for Effect Foundation Inc, a non-profit group, has requested an annual entertainment license for various events at the Town River Landing, 80 Spring Street; and

WHEREAS, the hours for the entertainment will vary for each event; and

WHEREAS, Fire for Effect Foundation Inc, has complied with the requirements of the Town of Bridgewater; and,

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

WHEREAS, this license is being issued under the most current state guidelines which could be revoked or changed such that the applicant will have to abide by any new state or local requirements;

The Town Council of the Town of Bridgewater, Massachusetts, pursuant to Chapter 138 - section 14 and Chapter 140- Section 183A respectively of the Massachusetts General Law (M.G.L.), in Town Council assembled approve the petition of Fire for Effect Foundation Inc. to be granted an annual entertainment license for entertainment at Town River Landing, 80 Spring Street, Bridgewater, MA 0224.

Committee Referrals and Dispositions:

Attachments:
1. Fire for Effect Entertainment License Checklist
2. Fire for Effect Foundation Annual Entertainment Application

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Town Council Meeting Date: 1/21/25

NEW ENTERTAINMENT LICENSE

Applicant Name:	Fire for Effect Foundation, Inc.
Address:	80 Spring Street
Telephone:	(508) 375-5650
Email:	

Proposed hours:

X	Application Form
N/A	Delinquent Tax Certification
N/A	State Tax Affidavit
N/A	Workman's Compensation Insurance Affidavit

Recommendations:

X	Fire Department
X	Police Department
X	Building Department

Notes:

1) Fire for Effect Foundation is requesting an annual entertainment license for entertainment at various events throughout the year at Town River Landing located at 80 Spring Street.
2) The police, fire and building departments have no problem with the issuance of this license.
3) Fire for Effect Foundation will work with the police and fire departments on any requirements that may be needed for each event.

.

Fee:______________________

Date: /____________________

License Number ______________

TOWN OF BRIDGEWATER
OFFICE OF THE TOWN MANAGER
APPLICATION FOR ANNUAL ENTERTAINMENT LICENSE

OUTDOOR [X] INDOOR [ ] WEEKDAYS [X] SUNDAYS [X]

NAME OF ESTABLISHMENT Fire for Effect Foundation Inc

MANAGER Alan Lacerda

ADDRESS 80 Spring St Bridgewater, MA 02324

HOURS: Weekdays: 10 AM - 11 pm

Sundays: 10 AM - 11 pm

TYPE OF ENTERTAINMENT:

✓ LIVE MUSIC

✓ DISC JOCKEY

✓ OTHERS: Please Specify ______________________
(Please see Page 2 attached)

Signature of Manager [signature]

Address 460 Laurel st. Bridgewater, MA 02324

Telephone 508-375-5650

APPROVED BY: ______________________
Signature of Licensing Authority

DATE OF APPROVAL:______________________

Page 2 – APPLICATION FOR ANNUAL ENTERTAINMENT LICENSE

Please answer all questions

1. Specify precisely the type of concert, dance, exhibition, cabaret or public show sought to be licensed.

____

2. Will such show include:

A. Dancing by patrons?	Yes ☑	No ☐
B. Dancing by performers or entertainers?	Yes ☑	No ☐
C. Recorded or live music?	Yes ☑	No ☐

Specify ____

D. The use of amplification system?	Yes ☑	No ☐
E. A theatrical exhibition, play or moving picture show?	Yes ☑	No ☐

Specify ____

F. A floor show of any description?	Yes ☑	No ☐

Specify ____

G. A light show of any description?	Yes ☑	No ☐

Specify ____

H. Any other dynamic audio or visual show, Whether live or recorded?	Yes ☑	No ☐

3. State whether or not as part of the concert, dance, Exhibition, cabaret or public show anyone will be Allowed to appear nude or semi-nude.	Yes ☐	No ☑

Bridgewater Town Council

Introduced By:	Fred Chase, Councilor
Date Introduced:	12/17/2024
First Reading:	12/17/2024
Second Reading:	1/21/2025
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY25-034: Right of First Refusal - Oldfield Estates n/k/a Oldfield Preserve

WHEREAS Long Built Homes received Planning Board Approval for a subdivision f/k/a Oldfield Estates n/k/a Oldfield Preserve on February 21, 2018;

WHEREAS Condition No. 30 of the approval granted the Town of Bridgewater the right of first refusal on a transfer of ownership of a portion of the subdivision depicted as “Common Open Space Lot 1-R-A” on the subdivision plan;

WHEREAS the Trustees of Oldfield Preserve Homeowners Association Trust are requesting that the Town of Bridgewater waive its right of first refusal so that that portion of the subdivision depicted as “Common Open Space Lot 1-R-A” on the subdivision plan be conveyed to Wildland Trust, Inc.;

ORDERED: the Town of Bridgewater hereby waives its right of first refusal.

Committee Referrals and Dispositions:

Referral(s)	**Disposition(s)**
• Town Council	• 12/17/24: Referred to Community and Economic Development Committee
• Community and Economic Development Committee	• 1/13/25: Voted 3-0 to recommend.

Attachments: None

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:	1/21/2025
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)
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: 1. LIP REGULATORY AGREEMENT 09-11-24

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

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:	Blythe Robinson, Acting Town Manager
Date Introduced:	1/7/2025
First Reading:	1/7/2025
Second Reading:	1/21/2025
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:

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

Referral(s)
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: Paul Murphy
Date Introduced: 1/21/2025
First Reading: 1/21/2025
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Ordinance D-FY25-015: Ordinance Establishing the Process for Filling a Vacant Town Councilor Role

Section 1: Purpose
This ordinance supersedes Ordinance number D-2013-001 and is intended to create a process when a vacancy is to be filled pursuant to Article II. Section 2(E)(c) of the Town of Bridgewater's Town Charter. Its purpose is to ensure continuity of governance while maintaining public trust and adherence to democratic principles.

Section 2: Scope
This ordinance applies to all situations in which Article II, Section 2(E)(c) of the Town of Bridgewater's Town Charter are applicable.

Section 3. Town Council Vote
The Town Council of the Town of Bridgewater has the authority to fill any vacancy under Article II, Section 2(E)(c) of the Town Charter. Prior to initiation of the process set forth below, the Town Council will vote as to whether or not it intends on filling the vacancy. To pass, the vote will require a majority vote of the remaining members of the Town Council. If the vote is not passed, the seat will remain vacant until the following scheduled town election, or if so decided by the Town Council, a special election.

Section 4: Notification of Vacancy

1. Should the Town Council vote to fill the vacancy pursuant to Article II, Section 2(E)(c), The Town Council Clerk shall post a public notice of the vacancy on the town's official website and at all public posting locations, including details about the application process and deadline.

Section 5: Appointment Process

1. **Eligibility Criteria:**
   - Candidates must meet all eligibility requirements for serving as a Town Councilor as outlined in the Home Rule Charter and applicable state law.

2. **Application Period:**
    - A public application period of no less than 14 days from the date of the vacancy notice shall be observed.
    - Interested candidates must submit a formal application, including a resume, letter of interest, and a statement addressing their qualifications and vision for the town.
3. **Interview Process:**

- The Town Council shall schedule candidate presentations and interviews as part of the next scheduled Town Council meeting following the close of the application period. All eligible candidates will be permitted to present a three (3) minute presentation followed by a brief interview by the remaining Town Council members during this meeting.

    - Interviews shall be conducted in a fair and transparent manner, allowing each candidate equal time to present their qualifications and respond to questions.

3. **Public Comment:**
    - Residents shall be given the opportunity to provide input on the candidates during a designated public comment period following all candidate presentations and interviews.

Section 6: Selection

1. Following the interviews, the Town Council shall vote to appoint a candidate to fill the vacancy using a ranked-choice voting process.
2. Each remaining Council member shall rank the candidates in order of preference.
3. Votes shall be tabulated in rounds: in each round, the candidate with the fewest first-choice votes is eliminated, and their votes are redistributed to the next ranked choice on each ballot. This process continues until one candidate receives a majority of the votes.
4. If no candidate receives a majority after all rounds of ranked-choice voting, the Town Council shall defer to a special election as outlined in Section 7, below.

Section 7: Special Election Option

1. If the Town Council cannot appoint a candidate through the process outlined in Section 6, the vacancy shall be filled through a special election.
2. The Town Council shall vote to hold said election within 90 days of the date in which no candidate receives a majority after all rounds of ranked-choice voting pursuant to Section 6 above, adhering to all applicable state and local election laws.

Section 8: Effective Date
This ordinance shall take effect immediately upon approval by the Town Council and publication in accordance with local and state laws.

Section 9: Severability
If any provision of this ordinance is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Committee Referrals and Dispositions:

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

Attachments: None

NOT FOR ACTION - FIRST READING

Bridgewater Town Council

Introduced By:	Fred Chase (on behalf of the Petitioner)
Date Introduced:	1/21/2025
First Reading:	1/21/2025
Second Reading:	
Amendments Adopted:	
Third Reading:	
Date Adopted:	
Date Effective:	

Order O-FY25-036: Laying Out and Accepting a Private Way - Firefly Lane

WHEREAS, the owners of the subdivision known as Firefly Lane, Maroney Building & Contracting, Inc., have requested the Town of Bridgewater lay out and accept Firefly Lane as a public way; it is therefore;

ORDERED: that the common necessity and convenience of the inhabitants of the Town of Bridgewater require the laying out of Firefly Lane and for that purpose it is necessary to take an easement for Highway purposes and lay out as a public street or way of said Town of Bridgewater, said easement passing by or over lands of those persons shown on, attached hereto, and parties unknown.

Committee Referrals and Dispositions:

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

Attachments:
1. Firefly Lane Laying Out Accepting Private Way Request
2. Roadway As-built revised 1-9-24

Vote #1: The Intent to Take the Way
Vote #2: Refer to Planning Board

MARONEY BUILDING AND CONTRACTING, INC.

5 Apponequet Drive
Lakeville, Ma. 02347
Office. 508-946-6097

November 4, 2024

Planning Board
Town of Bridgewater
66 Central Square
Bridgewater, Ma. 02324

RE: Firefly Lane, Roadway Acceptance

Dear Planning Board,

Maroney Building & Contracting, Inc. has received a Completion Certification from the Bridgewater Planning Board for the Firefly Lane Subdivision off Summer Street. All work has been completed satisfactory. Maroney Building & Contracting, Inc. is now requesting for a Layout Hearing for the Firefly Lane Roadway Acceptance from the Planning Board.

If there are any questions regarding this request, please do not hesitate to call my office at (508-946-6097).

Thank you,

Greg Maroney Pres.

Gregory Maroney, President
Maroney Building & Contracting, Inc.

Town of Bridgewater
Fiscal Year 2024 Preliminary Real Estate Tax Bill

Town of Bridgewater
Office of the Treasurer/Collector
66 Central Square
Bridgewater, MA 02324

4-5

Collector of Taxes
Scott M. Bois, Treasurer/Collector

Office Hours
Pay in person during Office Hours
Mon - Thurs 8:00 AM to 4:00 PM
Friday 8:00 AM to 1:00 PM
-POSTMARKS ARE NOT ACCEPTED-

Telephone Numbers:
Collector: (508) 697-0923

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

Your Preliminary Tax for the fiscal year beginning July 1, 2023 and ending June 30, 2024 on the parcel of real estate described below is as follows:

Property Description	
FIRE FLY LN	
Class Code	1
Land Area	1.731 AC
Parcel ID	49-129

Bill No.	5212
Preliminary Real Estate Tax	$81.60
Preliminary CPA	$0.00
Total Preliminary RE Tax/CPA	$81.60
Current Payments/Credits	$0.00
1st Qtr. Due 8/1/2023	$40.80
2nd Qtr. Due 11/1/2023	$40.80

TAXPAYER COPY

187

POSTED

**************************SNGLP
MARONEY BUILDING & CONTRACTING
5 APPONEQUET DR
LAKEVILLE MA 02347-1934

Pay Online at www.bridgewaterma.org

COLLECTOR'S COPY

Your Preliminary Tax for the fiscal year beginning July 1, 2023 and ending June 30, 2024 on the parcel of real estate described below is as follows:

PROPERTY DESCRIPTION	
FIRE FLY LN	
Parcel ID	49-129

Assessed owner as of January 1, 2023:
MARONEY BUILDING & CONTRACTING

MARONEY BUILDING & CONTRACTING
5 APPONEQUET DR
LAKEVILLE MA 02347-1934

Town of Bridgewater
Fiscal Year 2024
Preliminary Real Estate Tax Bill

Interest at the rate of 14% per annum will accrue on overdue payments from the due date until payment is made.

2nd Quarter Payment
Return This Portion With Your Payment

Bill Date	10/1/2023	Bill No.	5212
AMOUNT DUE 11/1/2023			**$40.80**

NOVEMBER REMIT

Make Check Payable and Mail To:
Town of Bridgewater
Department 7610
PO Box 4110
Woburn, MA 01888-4110

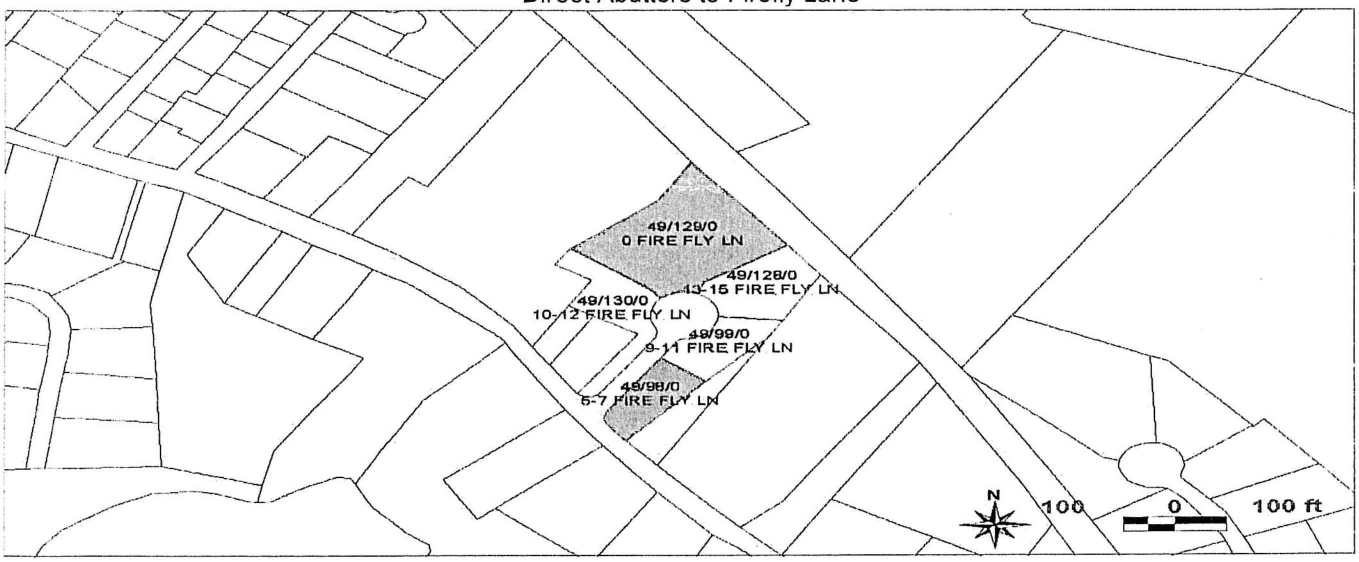
180020820248000052126000000040808

The roadway shown as "Fire Fly Lane" as shown on the Definitive Subdivision for 438 Summer Street prepared by MBL Land Development & Permitting Corp. prepared for Greg Maroney, Maroney Building and Contracting date June 27, 2016 last revised March 15, 2018, Sheet C-4.0 ("Plan") recorded in Plymouth County Registry of Deeds Plan Book 396, Page 399, with the benefit an easement to maintain and repair a retaining wall in the "Retaining Wall Easement" located on the northwesterly side of said Lane as shown on the Plan.

AB FIREFLY LANE DIRECT ABUTTERS TOWN COUNCIL 10/18/24
PETITIONER: MARONEY BUILDING & CONTRACTING INC. 508-472-0777
OWNER: SAME

TOWN OF BRIDGEWATER, MA
BOARD OF ASSESSORS
66 Central Square

Direct Abutters to Firefly Lane



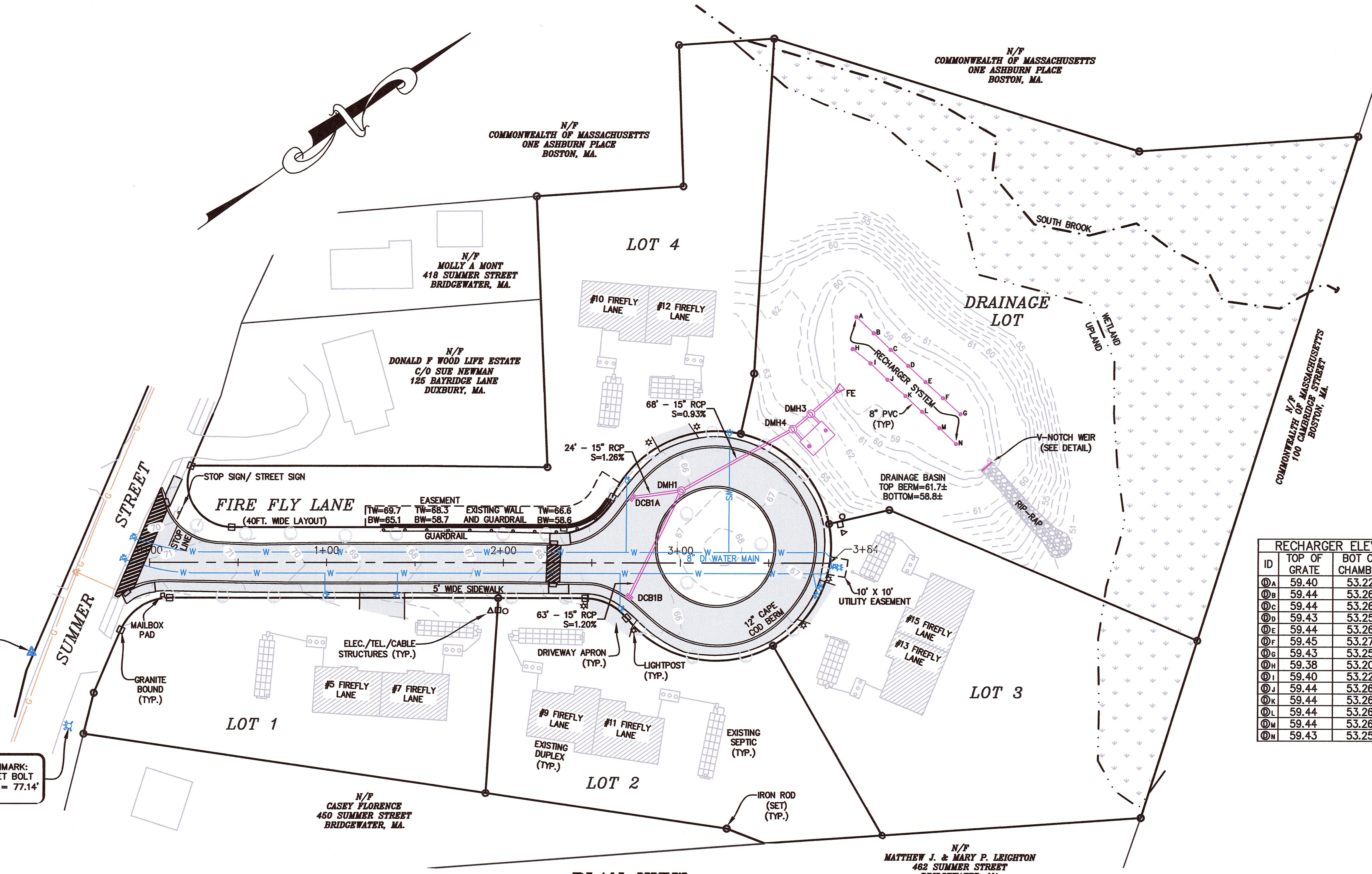
4457	49-98-0-R	MARONEY BUILDING & CONTRACTING	5-7 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347
4458	49-99-0-R	MARONEY BUILDING & CONTRACTING	9-11 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347
12284	49-128-0-R	MARONEY BUILDING & CONTRACTING	13-15 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347
12285	49-129-0-R	MARONEY BUILDING & CONTRACTING	0 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347
12286	49-130-0-R	MARONEY BUILDING & CONTRACTING	10-12 FIRE FLY LN	5 APPONEQUET DR	LAKEVILLE	MA	02347

I hereby certify this to be a true and accurate listing of owners with the most recent tax listing in the Town of Bridgewater, MA.

Shelley McCauley
Shelley McCauley, Chief Assessor MAA, RMA, CMA

LEGEND

G	GAS LINE
W	WATER LINE
	MAJOR CONTOUR
	MINOR CONTOUR
	TOP OF BANK
	WETLAND LINE
	GUARDRAIL
	GAS GATE
	WATER GATE
	HYDRANT
	WATER SHUTOFF
	DRAIN MANHOLE
	DOUBLE CATCH BASIN
	FLARED END
	GRANITE BOUND
	IRON ROD (SET)
	LIGHT POST
	SIGN
	TREE



PLAN VIEW

SCALE: 1"=40'

PER DEED BOOK 50436 PAGE 16, EASEMENT TO THE MASSACHUSETTS ELECTRIC COMPANY IS LOCATED "IN, THROUGH, UNDER, OVER, ACROSS AND UPON CERTAIN PARCELS OF LAND SITUATED ON THE EASTERLY SIDE OF SUMMER STREET, BEING MORE PARTICULARLY SHOWN AS LOT 1, LOT 2, LOT 3, DRAINAGE LOT, LOT 4, AND THE PRIVATE WAY OR ROAD NAMED FIRE FLY LANE ON A PLAN OF LAND RECORDED WITH THE PLYMOUTH COUNTY REGISTRY OF DEEDS IN PLAN BOOK 62, PAGE 396 ET SEQ.

RECHARGER ELEVATIONS			
ID	TOP OF GRATE	BOT OF CHAMBER	PIPE INVERT
A	59.40	53.22	56.90
B	59.44	53.26	56.94
C	59.44	53.26	56.94
D	59.43	53.25	56.93
E	59.44	53.26	56.94
F	59.45	53.27	53.95
G	59.43	53.25	56.93
H	59.38	53.20	56.88
I	59.40	53.22	56.90
J	59.44	53.26	56.94
K	59.44	53.26	56.94
L	59.44	53.26	56.94
M	59.44	53.26	56.94
N	59.43	53.25	56.93

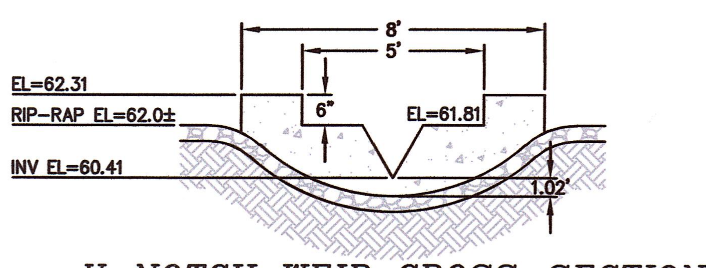
LOCUS

N.T.S.

GENERAL NOTES

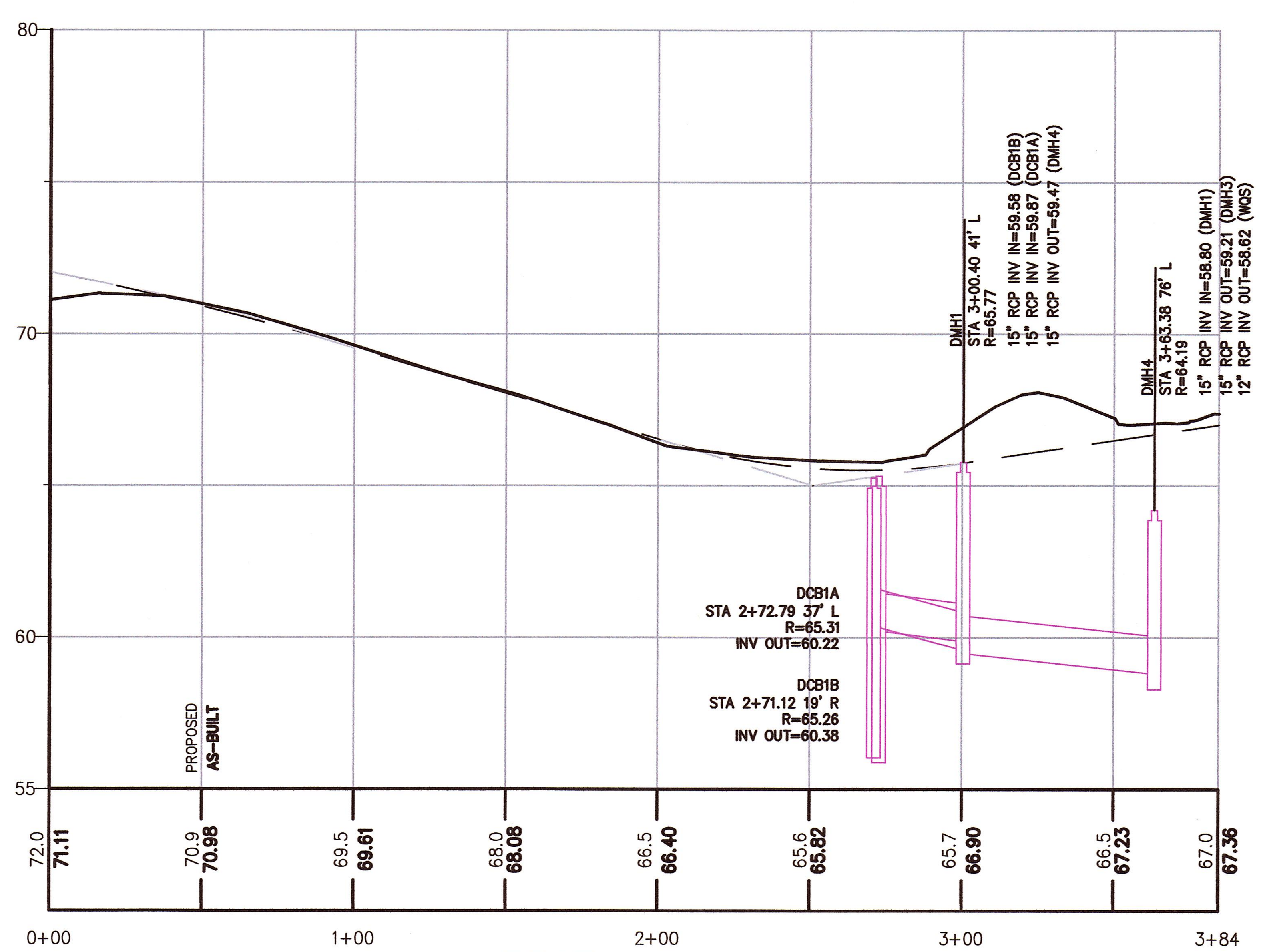
1. PLAN REFERENCE:
   1.1. FOR PLAN REFERENCE SEE PLAN BOOK: 62 PAGE: 396 IN THE PLYMOUTH COUNTY REGISTRY OF DEEDS.
   1.2. "PRELIMINARY AS-BUILT, FIREFLY LANE" DATED FEBRUARY 25, 2019, BY MBL LAND DEVELOPMENT & PERMITTING CORP.
   1.3. THE TOPOGRAPHIC INFORMATION SHOWN HEREON IS THE RESULT OF A FIELD SURVEY PERFORMED BY OUTBACK ENGINEERING, INC. ON DECEMBER 28, 2019. ELEVATIONS ARE BASED ON PRELIMINARY AS-BUILT PLAN BY MBL LAND DEVELOPMENT & PERMITTING CORP.
2. A PORTIONS OF THE SITE FALLS WITHIN ZONE "AE", ZONE "X" 0.2% ANNUAL CHANCE FLOOD HAZARD, AND ZONE "X" AREA OF MINIMAL FLOOD HAZARD, AS SCALED FROM THE FLOOD INSURANCE RATE MAP (MAP NUMBER: 25023C0302K, EFFECTIVE DATE: JULY 16, 2015).
3. THE SITE IS NOT LOCATED WITHIN A ZONE A SURFACE WATER SUPPLY PROTECTION AREA. THIS SITE IS NOT LOCATED WITHIN A ZONE II GROUNDWATER PROTECTION AREA.
4. THE SITE IS NOT LOCATED WITHIN A PRIORITY HABITAT AND IS NOT LOCATED WITHIN AN ESTIMATED HABITAT ACCORDING TO THE LATEST NATURAL HERITAGE AND ENDANGERED SPECIES PROGRAM ONLINE MAPS.
5. ALL EXISTING UTILITY INFORMATION IS FROM THE BEST AVAILABLE INFORMATION SUPPLIED BY FIELD SURVEY PERFORMED BY OUTBACK ENGINEERING, INC. AND IS TO BE CONSIDERED APPROXIMATE. CONTRACTOR SHALL NOTIFY DIGSAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO THE ONSET OF ANY CONSTRUCTION TO HAVE ALL EXISTING UTILITIES LOCATED AND CLEARLY MARKED.

REVISIONS		
NO.	DATE	DESCRIPTION
1	1/9/24	TOWN ENGINEER COMMENTS



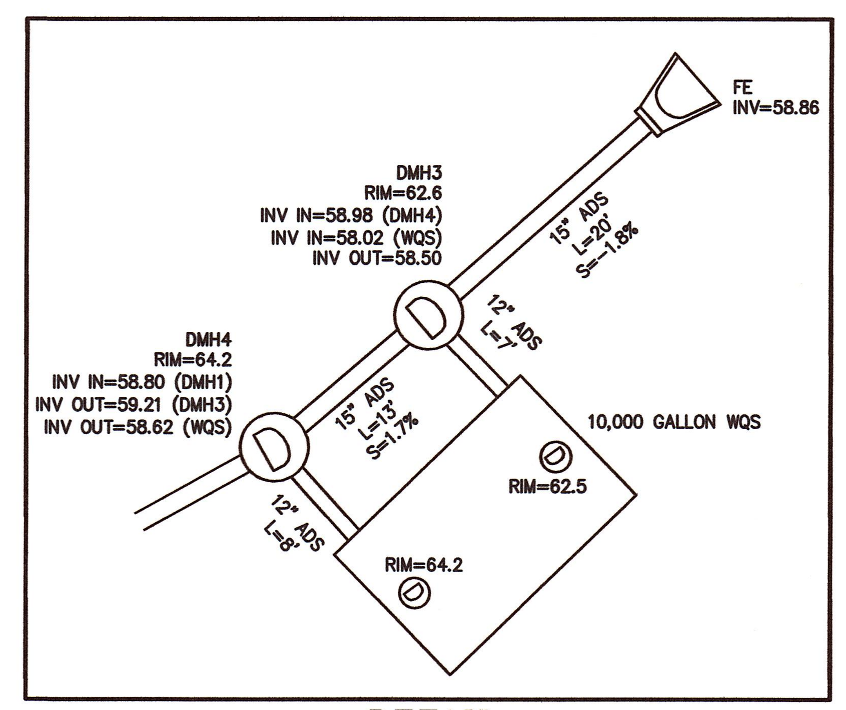
V-NOTCH WEIR CROSS-SECTION

NOT TO SCALE



PROFILE VIEW

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'



DETAIL

SCALE: 1"=10'

I CERTIFY THAT THIS PLAN IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION INFRASTRUCTURE AND TOPOGRAPHY INCLUDING INVERTS, ELEVATIONS AND LOCATIONS.

COMMONWEALTH OF MASSACHUSETTS PAUL J. BABINEAU No. 45915 REGISTERED PROFESSIONAL LAND SURVEYOR

1-9-24

DATE: PROFESSIONAL LAND SURVEYOR

I CERTIFY HEREBY THAT THE ROAD AND DRAINAGE SYSTEM HAS BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE DESIGN PLANS AND SPECIFICATIONS. THE DRAINAGE SYSTEM AS INSTALLED SHALL PERFORM AS APPROVED.

COMMONWEALTH OF MASSACHUSETTS JASON A. YOUNSQUIST CIVIL No. 45672 REGISTERED PROFESSIONAL ENGINEER

DATE: PROFESSIONAL CIVIL ENGINEER

OWNER & APPLICANT

MARONEY BUILDING & CONTRACTING
5 APPONEQUET DRIVE
LAKEVILLE, MA.

ROADWAY AS-BUILT
FIREFLY LANE
IN
BRIDGEWATER MASSACHUSETTS

Outback Engineering Incorporated
165 EAST GROVE STREET
MIDDLEBOROUGH, MA 02346
TEL: (508)-946-9231
www.outback-eng.com

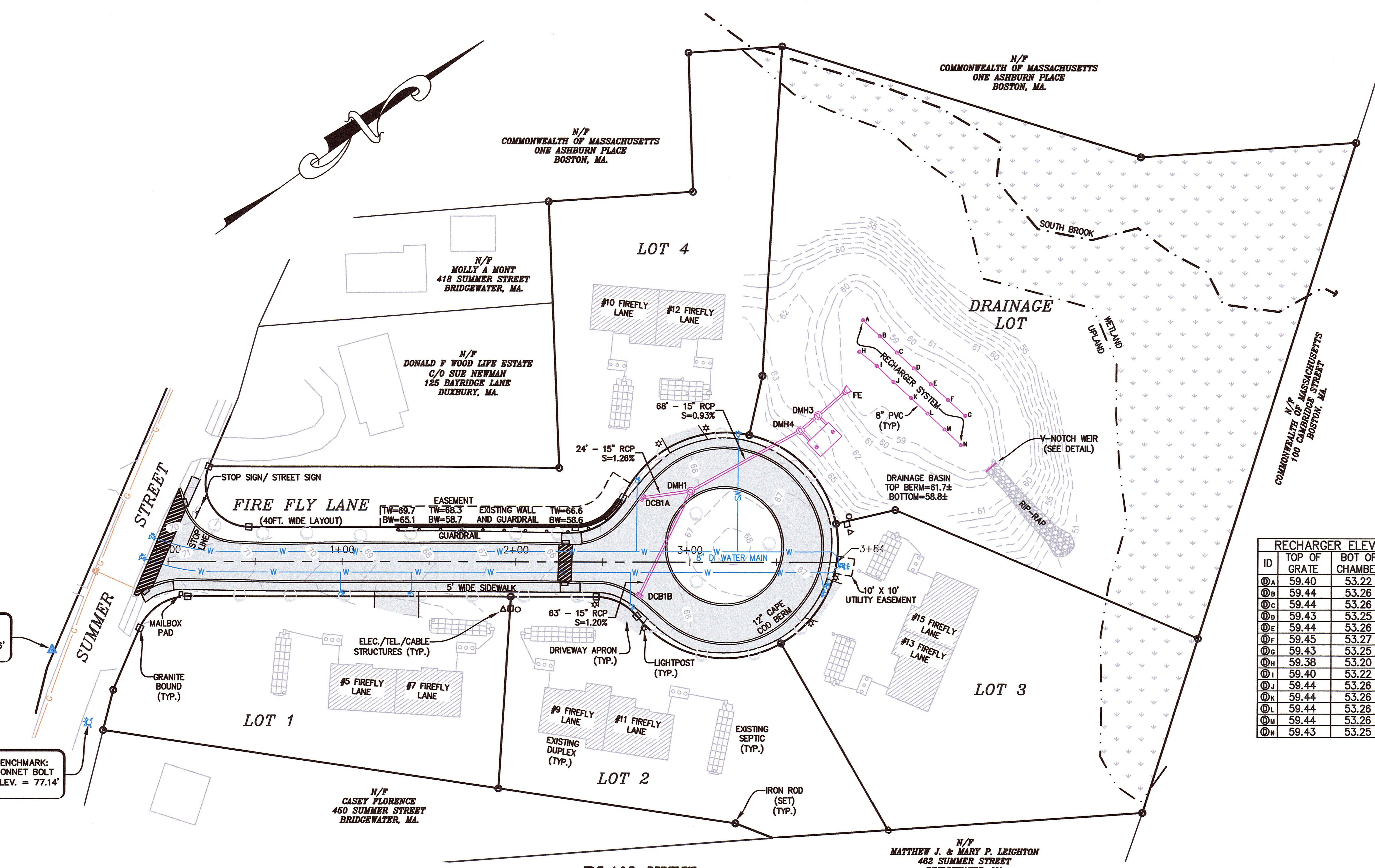
DATE: DECEMBER 13, 2023	
DRAWN BY: K.A.D.	CHECKED BY: P.J.B.
SCALE: 1"=40'	SHEET 1 OF 1

0' 40' 80' 120'

OE-3382

LEGEND

- GAS LINE
- WATER LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- TOP OF BANK
- WETLAND LINE
- GUARDRAIL
- GAS GATE
- WATER GATE
- HYDRANT
- WATER SHUTOFF
- DRAIN MANHOLE
- DOUBLE CATCH BASIN
- FLARED END
- GRANITE BOUND
- IRON ROD (SET)
- LIGHT POST
- SIGN
- TREE



PLAN VIEW

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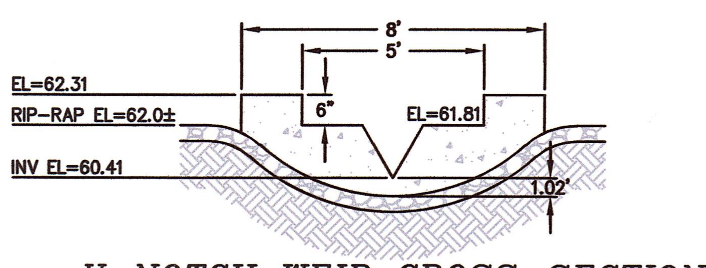
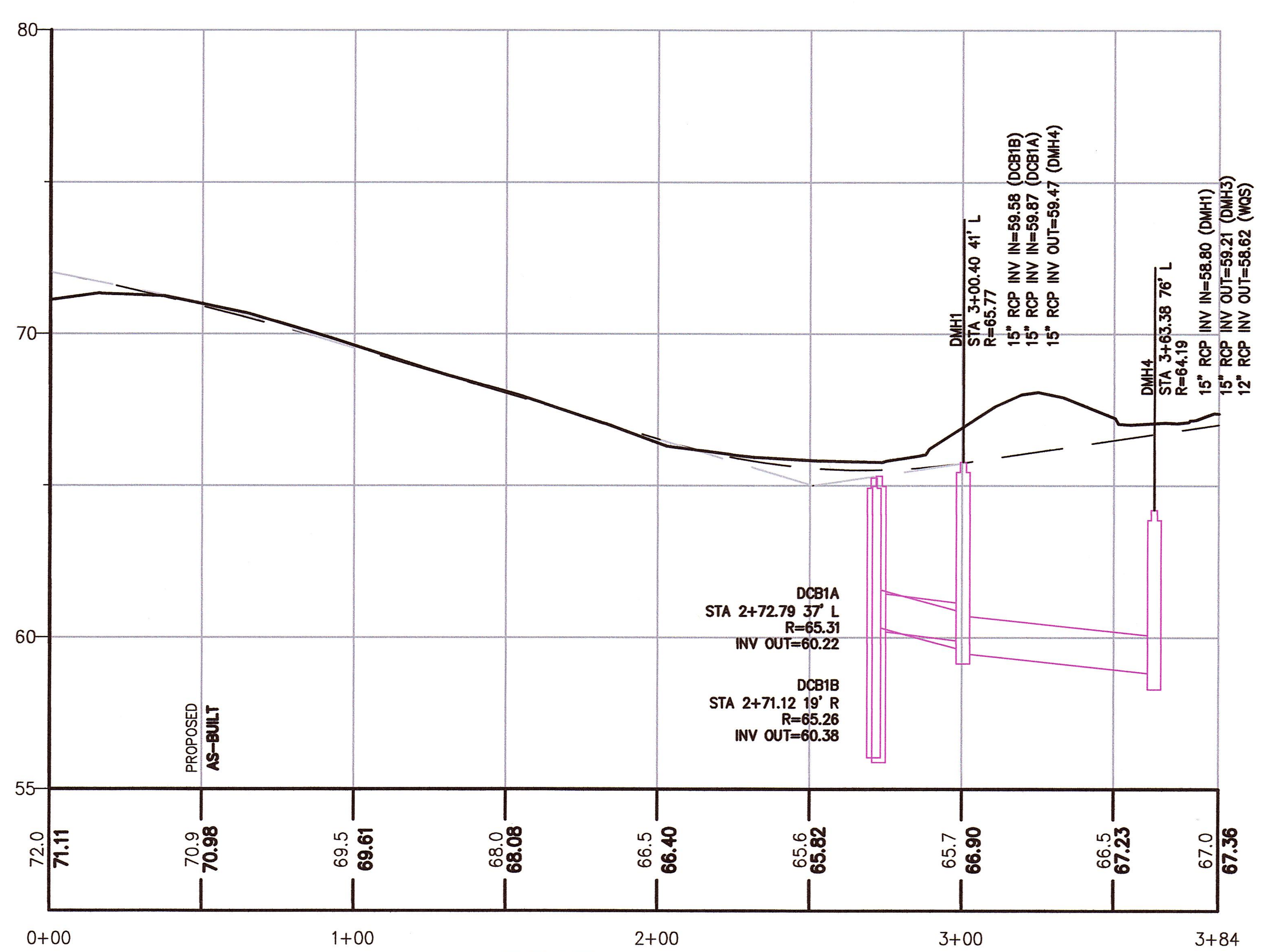


V-NOTCH WEIR CROSS-SECTION

NOT TO SCALE



PROFILE VIEW

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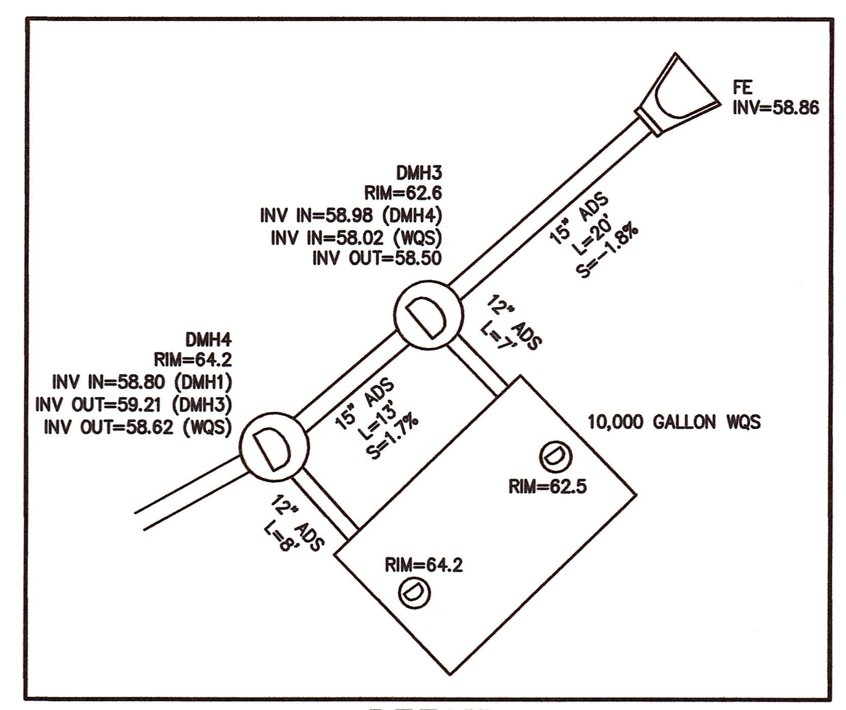
VERTICAL SCALE: 1"=4'



DETAIL

SCALE: 1"=10'

I CERTIFY THAT THIS PLAN IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION INFRASTRUCTURE AND TOPOGRAPHY INCLUDING INVERTS, ELEVATIONS AND LOCATIONS.

1-9-24

DATE: PROFESSIONAL LAND SURVEYOR

I CERTIFY HEREBY THAT THE ROAD AND DRAINAGE SYSTEM HAS BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE DESIGN PLANS AND SPECIFICATIONS. THE DRAINAGE SYSTEM AS INSTALLED SHALL PERFORM AS APPROVED.

DATE: PROFESSIONAL CIVIL ENGINEER

LOCUS

N.T.S.

GENERAL NOTES

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REVISIONS		
NO.	DATE	DESCRIPTION
1	1/9/24	TOWN ENGINEER COMMENTS

OWNER & APPLICANT

MARONEY BUILDING & CONTRACTING
5 APPONEQUET DRIVE
LAKEVILLE, MA.

ROADWAY AS-BUILT

FIREFLY LANE

IN

BRIDGEWATER MASSACHUSETTS

Outback Engineering Incorporated

165 EAST GROVE STREET
MIDDLEBOROUGH, MA 02346
TEL: (508)-946-9231
www.outback-eng.com

DATE: DECEMBER 13, 2023

DRAWN BY: K.A.D. CHECKED BY: P.J.B.

SCALE: 1"=40' SHEET 1 OF 1

0' 40' 80' 120'

OE-3382