

Town of Wenham
BOARD OF SELECTMEN
AGENDA

Tuesday January 22nd
5:45 PM

Wenham Town Hall – 138 Main Street
Notice of public meeting as required by M.G.L. Chpt.30 §18-28

All audience members wishing to address the Board of Selectmen must go to the podium microphone and give their name & address.

5:45 P.M.

WELCOME: Call to order

Executive Session #3 under M.G.L. Ch. 30A, § 21 – To discuss strategy with respect to collective bargaining or litigation if the chair declares that an open meeting may have a detrimental effect on the bargaining or litigation position of the Town.

- Hamilton-Wenham Youth Soccer Association

6:30 P.M.

PUBLIC HEARING

- Acceptance of Settlers Lane as Public Way

JC

PUBLIC INPUT: ITEMS NOT ON THE AGENDA

ANNOUNCEMENTS

CH

1. Wenham Annual Town Elections – Open Offices
2. Burn Permits Now Available from Fire Department

6:35 P.M.

REPORTS

TOWN ADMINISTRATOR – Update
CHAIRMAN
SELECTMEN

6:40 P.M.

CONSENT AGENDA

JC

A. Minutes

Open Session: December 13, 2018; December 17, 2018

6:45 P.M.

NEW BUSINESS

- B. Potential Recommendation for Town Meeting to Accept Settlers Lane as Public Way (5 minutes) JC
- C. Review and Potential Approval of Local Action Unit Application to the Department of Housing and Community Development for Unit at Spring Hill – Margaret Hoffman (10 minutes) CH
- D. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only) CH

7:00 P.M.

OLD BUSINESS

- E. One Day Liquor License Request – Molly Martins, Academy of Penguin Hall, 36 Essex Street, Essex County Community Foundation Membership Council Meeting & Workshop, Monday, January 28, 2019, 4:00pm – 8:30pm (5 minutes) JC
- F. Review of Warrant Articles (60 minutes) CH
 - Potential Creation of New Special Purpose Stabilization Fund for School Enrollment Shift and Related Operating Override
 - Increase in Maximum Abatement Amount for Veterans Tax Work-Off Program
 - Adoption of Compensated Absences Reserve Fund Local Option and FY20 Appropriation
 - Increase in Iron Rail Building Rental Revolving Fund Spending Limit
 - General Bylaw Amendment to Prohibit Discharge of Water from Private Property onto Public Ways
 - Various Proposed Zoning Bylaw Amendments – Margaret Hoffman CH

8:00 P.M.

EXECUTIVE SESSION

Executive Session #3 under M.G.L. Ch. 30A, § 21 – To discuss strategy with respect to collective bargaining or litigation if the chair declares that an open meeting may have a detrimental effect on the bargaining or litigation position of the Town.

- Police Benevolent Association of Wenham
- Water Superintendent

8:45 P.M.

ANTICIPATED ADJOURNMENT

BOARD OF SELECTMEN MEETING

January 22, 2019

PUBLIC HEARING

Acceptance of Settler's Lane as Public Way

- Draft Motion – Open Public Hearing
- Legal Notice – Public Hearing on Acceptance of Settler's Lane as Public Way published in The Salem News, Monday, January 14, 2019
- Abutter's Letter and Enclosed Public Hearing Notice from Peter Lombardi, Town Administrator, mailed January 14, 2019
- 300 Abutter's Lists for 1 Settler's Lane and 7 Settler's Lane
- Letter regarding Vote Recommending Settler's Lane for Street Acceptance from Ann B. Weeks, Chair, Planning Board, December 13, 2018
- Memo from Margaret Hoffman
- Email regarding Settlers Lane to Bill Tyack, DPW Director from Peter Lombardi, Town Administrator, October 19, 2018
- Email regarding Street Acceptance Procedure – Settlers Lane from Margaret Hoffman, Planning Coordinator, October 16, 2018
- Letter regarding Settlers Lane/Street Acceptance from Peter C. Gourdeau, 75 Arbor Street Development LLC, July 15, 2018
- As Built Plan & Profile for Settlers Lane, December 18, 2017
- Letter regarding Settlers Lane/Street Acceptance from Peter C. Gourdeau, 75 Arbor Street Development LLC, July 15, 2018
- Settlers Lane Quit Claim Deed Draft
- Email regarding Settlers Lane from Bill Tyack, DPW Director, February 20, 2018
- Email regarding Settlers Lane from Thomas Perkins, Chief, WPD, February 20, 2018
- Email regarding Settlers Lane from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, February 20, 2018
- Email regarding Settlers Lane from Greg Bernhard, Health Agent, February 20, 2018
- Draft Motion – Close Public Hearing

BOARD OF SELECTMEN MEETING

January 22, 2019

DRAFT MOTION

- Vote: I move the Board of Selectmen open the Public Hearing for the purpose of considering public input on the acceptance of Settler's Lane as a public way.

Seconded / Discussion/ Vote

JC

PUBLIC HEARING ON ACCEPTANCE OF SETTLERS LANE AS PUBLIC WAY

The Board of Selectmen of the Town of Wenham, Massachusetts will hold a public hearing regarding the acceptance of Settlers Lane as a public way, subject to approval at Town Meeting. The public hearing will be held on **Tuesday, January 22, 2019 at 6:30 p.m.** at Town Hall, 138 Main Street, Wenham, MA. Supporting information may be viewed in the Town Administrator's Office between the hours of 9 a.m. to 4:30 p.m. Mondays, Wednesdays & Thursdays; 9 a.m. to 7 p.m. Tuesdays; and 9 a.m. to 1 p.m. on Fridays. Inquiries or questions may be directed to the Town Administrator's Office at 978-468-5520 ext. 2. The public is encouraged to attend and participate.

SN – 1/14/19



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Board of Selectmen and Town Administrator

TEL 978-468-5520 x2

FAX 978-468-8014

January 14, 2019

Dear Resident,

You are receiving the attached notice of a public hearing as an abutter to Settler's Lane in Wenham. On December 13, 2018, the Wenham Planning Board voted unanimously to recommend the acceptance of Settler's Lane by the Town of Wenham and have asked that the Board of Selectmen forward the street acceptance for approval at Town Meeting in 2019.

A hearing regarding acceptance of Settler's Lane as a public way will be held by the Wenham Board of Selectmen (BOS) Tuesday, January 22, 2019 at 6:30pm. Outlined below, per state statute, is the procedure for the laying out of public ways.

- 1) The Board of Selectmen (BOS) refer (by their vote) the proposed layout (the layout plan and description) to the Planning Board for its report. – completed October 23, 2018
- 2) Once the BOS has received the Planning Board's report, the BOS must notify all abutters to the road by sending a letter at least 7 days prior to the public hearing where the proposed layout will be reviewed and discussed.
- 3) BOS meet and vote to order that the way be laid out as shown on a plan or legal description. – January 22, 2019
- 4) Following the BOS vote, a copy of their vote and the layout plan and description must be placed on file with the Town Clerk at least 7 days before a Town Meeting vote to accept the layout.
- 5) Town Meeting must then vote to accept the layout as ordered by the BOS.
- 6) Following a Town Meeting vote to accept the layout, the Town has 120 days in which to acquire property rights within the layout sufficient to use the layout for public way purposes. If this is not done, the layout will not be effective.

Please contact the Town Administrator's Office to access all related supporting materials or with any questions regarding the public hearing at 978-468-5520 x.2.

Thank you,

Peter Lombardi
Town Administrator

Enclosure: Public Hearing Notice



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Board of Selectmen and Town Administrator

TEL 978-468-5520 x2

FAX 978-468-8014

LEGAL NOTICE

PUBLIC HEARING ON ACCEPTANCE OF SETTLERS LANE AS PUBLIC WAY

The Board of Selectmen of the Town of Wenham, Massachusetts will hold a public hearing regarding the acceptance of Settlers Lane as a public way, subject to approval at Town Meeting. The public hearing will be held on **Tuesday, January 22, 2019 at 6:30 p.m.** at Town Hall, 138 Main Street, Wenham, MA. Supporting information may be viewed in the Town Administrator's Office between the hours of 9 a.m. to 4:30 p.m. Mondays, Wednesdays & Thursdays; 9 a.m. to 7 p.m. Tuesdays; and 9 a.m. to 1 p.m. on Fridays. Inquiries or questions may be directed to the Town Administrator's Office at 978-468-5520 ext. 2. The public is encouraged to attend and participate.

For publication: The Salem News, January 14, 2019



300 foot Abutters List Report

Wenham, MA
January 11, 2019

Subject Property:

Parcel Number: 008-0015
CAMA Number: 008-0015
Property Address: 1 SETTLER'S LANE

Mailing Address: PAYNE CHRISTOPHER K & KATHRYN
CARR
3 SALT WALL LANE
SALEM, MA 01970

Abutters:

Parcel Number: 007-0090
CAMA Number: 007-0090
Property Address: 18 JUNIPER ST

Mailing Address: LUBELCZYK STEVEN
18 JUNIPER ST
WENHAM, MA 01984

Parcel Number: 008-0001
CAMA Number: 008-0001
Property Address: 65 ARBOR ST

Mailing Address: SUMINSBY JOHN E & DORIS R
65 ARBOR STREET
WENHAM, MA 01984

Parcel Number: 008-0001-000A
CAMA Number: 008-0001-000A
Property Address: 67 ARBOR ST

Mailing Address: SUMINSBBY J DAVID & JULIANA RUTH
TR
67 ARBOR ST
WENHAM, MA 01984

Parcel Number: 008-0013
CAMA Number: 008-0013
Property Address: 70 ARBOR ST

Mailing Address: CONGDON, CHALMERS
70 ARBOR ST
WENHAM, MA 01984

Parcel Number: 008-0014
CAMA Number: 008-0014
Property Address: 74 ARBOR ST

Mailing Address: RICHARDSON JON S JR
74 ARBOR ST
WENHAM, MA 01984

Parcel Number: 008-0015-000A
CAMA Number: 008-0015-000A
Property Address: 3 SETTLER'S LANE

Mailing Address: FLYNN MICHAEL P JR
3 SETTLER'S LANE
WENHAM, MA 01984

Parcel Number: 008-0015-000B
CAMA Number: 008-0015-000B
Property Address: 5 SETTLER'S LANE

Mailing Address: ROBERTS JEFFREY W
5 SETTLER'S LANE
WENHAM, MA 01984

Parcel Number: 008-0015-000D
CAMA Number: 008-0015-000D
Property Address: 2 SETTLER'S LANE

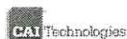
Mailing Address: FALL CHRISTOPHER L
2 SETTLER'S LANE
WENHAM, MA 01984

Parcel Number: 008-0015-000E
CAMA Number: 008-0015-000E
Property Address: 4 SETTLER'S LANE

Mailing Address: FOLGER ANTHONY
THE WASHINGTON TRUST CO 23
BROAD STREET
WESTERLY, RI 02891

Parcel Number: 008-0016
CAMA Number: 008-0016
Property Address: ARBOR ST

Mailing Address: WALSH LAURA
HIGHLAND ST
SO HAMILTON, MA 01982



www.cai-tech.com

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1/11/2019

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300 foot Abutters List Report

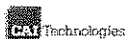
Wenham, MA
January 11, 2019

Parcel Number: 013-0015
CAMA Number: 013-0015
Property Address: 63 ARBOR ST

Mailing Address: DONAHUE ANTHONY J & EDNA F
63 ARBOR ST
WENHAM, MA 01984

Parcel Number: 013-0084
CAMA Number: 013-0084
Property Address: 60 ARBOR ST

Mailing Address: HAMILTON JEFFREY R
60 ARBOR ST
WENHAM, MA 01984

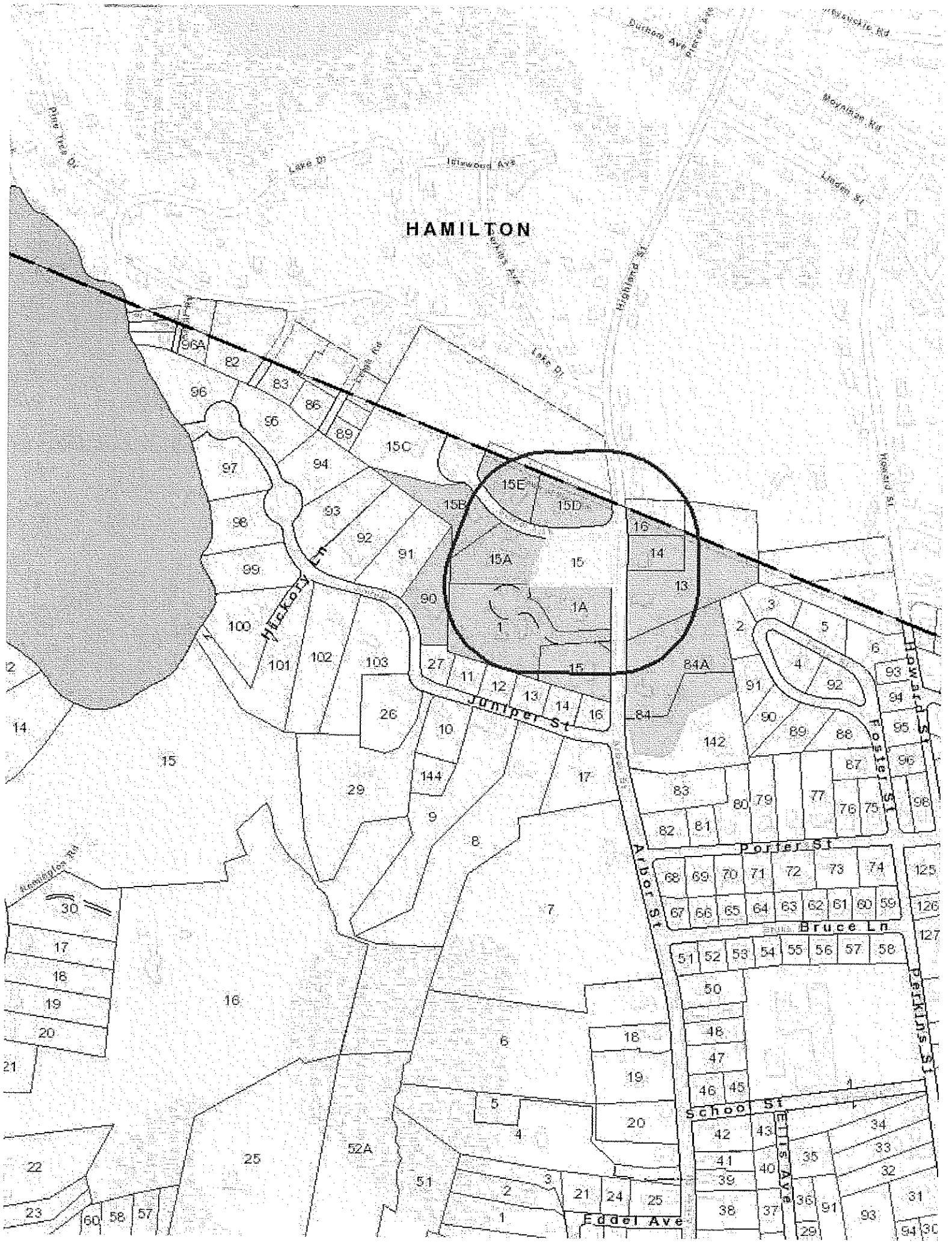


www.cai-tech.com

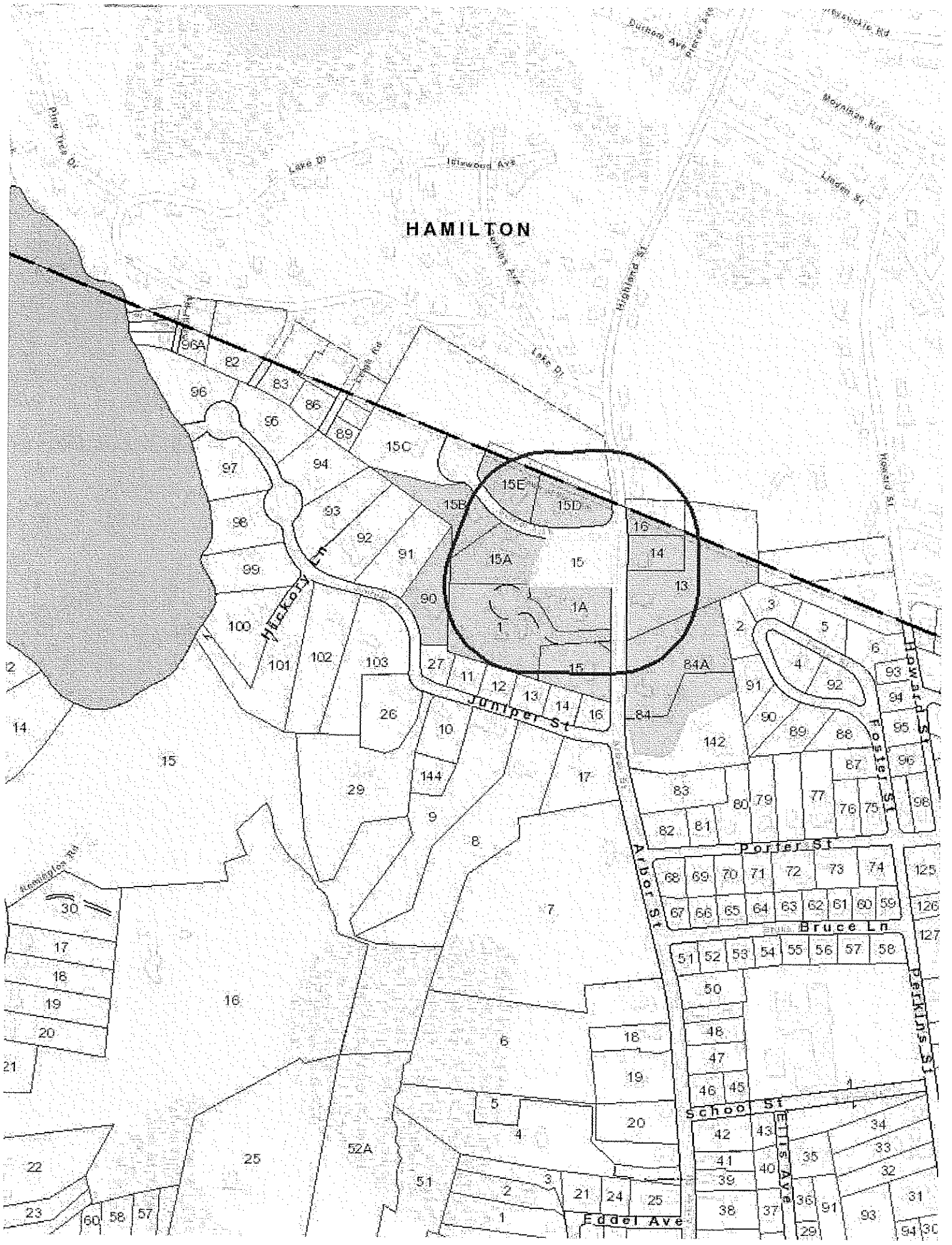
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1/11/2019

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HAMILTON



HAMILTON



300 foot Abutters List Report

Wenham, MA
January 11, 2019

Subject Property:

Parcel Number: 008-0015-000C
CAMA Number: 008-0015-000C
Property Address: 7 SETTLER'S LANE

Mailing Address: CURTIN MATTHEW B & ERIN M
7 SETTLER'S LANE
WENHAM, MA 01984

Abutters:

Parcel Number: 007-0083
CAMA Number: 007-0083
Property Address: GLENDALE AVE

Mailing Address: PEARLSTEIN LOUIS J
315 LAKE DRIVE
SO HAMILTON, MA 01982

Parcel Number: 007-0084
CAMA Number: 007-0084
Property Address: GLENDALE AVE

Mailing Address: PEARLSTEIN, LOUIS J.
315 LAKE DR
HAMILTON, MA 01982

Parcel Number: 007-0085
CAMA Number: 007-0085
Property Address: 10 LEIGH RD

Mailing Address: HILL BRUCE T & LAURA E
10 LEIGH RD
S HAMILTON, MA 01982

Parcel Number: 007-0086
CAMA Number: 007-0086
Property Address: 22 LEIGH RD

Mailing Address: WILSON SCOT C & SOPHIA N
22 LEIGH RD
WENHAM, MA 01984

Parcel Number: 007-0087
CAMA Number: 007-0087
Property Address: LEIGH RD

Mailing Address: ROBICHAU JOHN E
18 LEIGH ROAD
HAMILTON, MA 01936

Parcel Number: 007-0088
CAMA Number: 007-0088
Property Address: 19 LEIGH RD

Mailing Address: MURRAY ROBERT A
19 LEIGH RD
WENHAM, MA 01984

Parcel Number: 007-0089
CAMA Number: 007-0089
Property Address: 21 LEIGH RD

Mailing Address: SUCHARSKI EVAN B
21 LEIGH RD
WENHAM, MA 01984

Parcel Number: 007-0090
CAMA Number: 007-0090
Property Address: 18 JUNIPER ST

Mailing Address: LUBELCZYK STEVEN
18 JUNIPER ST
WENHAM, MA 01984

Parcel Number: 007-0091
CAMA Number: 007-0091
Property Address: 20 JUNIPER ST

Mailing Address: REED DEREK J
20 JUNIPER ST
WENHAM, MA 01984

Parcel Number: 007-0092
CAMA Number: 007-0092
Property Address: 22 JUNIPER ST

Mailing Address: CHRISTIN SLAVA
22 JUNIPER ST
WENHAM, MA 01984



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1/11/2019

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300 foot Abutters List Report

Wenham, MA
January 11, 2019

Parcel Number: 007-0093
CAMA Number: 007-0093
Property Address: 24 JUNIPER ST

Mailing Address: BEYER SCOTT H
24 JUNIPER ST
WENHAM, MA 01984

Parcel Number: 007-0094
CAMA Number: 007-0094
Property Address: 26 JUNIPER ST

Mailing Address: SCHURGIN ANDREA TR
26 JUNIPER ST
WENHAM, MA 01984

Parcel Number: 007-0095
CAMA Number: 007-0095
Property Address: 28 JUNIPER ST

Mailing Address: ARANEO MATTHEW L & JANELLE M
28 JUNIPER ST
WENHAM, MA 01984

Parcel Number: 007-0097
CAMA Number: 007-0097
Property Address: 27 JUNIPER ST

Mailing Address: BREDA RICHARD R & THERESA A
27 JUNIPER ST
WENHAM, MA 01984

Parcel Number: 008-0015-000A
CAMA Number: 008-0015-000A
Property Address: 3 SETTLER'S LANE

Mailing Address: FLYNN MICHAEL P JR
3 SETTLER'S LANE
WENHAM, MA 01984

Parcel Number: 008-0015-000B
CAMA Number: 008-0015-000B
Property Address: 5 SETTLER'S LANE

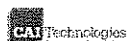
Mailing Address: ROBERTS JEFFREY W
5 SETTLER'S LANE
WENHAM, MA 01984

Parcel Number: 008-0015-000D
CAMA Number: 008-0015-000D
Property Address: 2 SETTLER'S LANE

Mailing Address: FALL CHRISTOPHER L
2 SETTLER'S LANE
WENHAM, MA 01984

Parcel Number: 008-0015-000E
CAMA Number: 008-0015-000E
Property Address: 4 SETTLER'S LANE

Mailing Address: FOLGER ANTHONY
THE WASHINGTON TRUST CO 23
BROAD STREET
WESTERLY, RI 02891



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1/11/2019

Page 2 of 2

HAMILTON





Town of Wenham

Town Hall
138 Main Street
Wenham, Massachusetts 01984

PLANNING BOARD

December 13, 2018

Wenham Board of Selectmen
138 Main Street
Wenham, MA 01984

Dear Honorable Board members,

On December 13, 2018 the Wenham Planning Board voted unanimously to recommend the acceptance of Settler's Lane by the Town of Wenham and ask that you consider forwarding this street acceptance for approval at Town Meeting in 2019.

Settlers Lane has been presented by Mr. Peter Gourdeau, 75 Arbor Street Development LLC. The Planning Board has reviewed the as built plans and has received comments from Town Departments and we are satisfied that the project infrastructure has been completed according to the plan. All six lots have been sold and all but one has a single family home constructed and occupied. The final lot has obtained a building permit and construction on that home has begun.

The Planning Board voted in July of 2017 to reduce the amount being held in the Tripartite Agreement with the developer to \$3,266.25 which was an amount agreed upon by the Planning Board and the Towns Department of Public Works Director. The DPW Director has requested that the stormceptor be vacuumed and inspected prior to acceptance. Mr. Gourdeau has been contacted and has agreed to do this prior to street acceptance.

Please let me know if you have any questions or need any further information in order to begin the process for acceptance at Town Meeting.

Sincerely,

Ann B. Weeks
Chairman

cc: Peter Gourdeau, Developer
Bill Tyack, DPW Director



Town of Wenham

Town Hall
138 Main Street
Wenham, Massachusetts 01984

PLANNING BOARD

October 23, 2018

Wenham Board of Selectmen
138 Main Street
Wenham, MA 01984

Dear Honorable Board members,

The Wenham Planning Board has been presented with a request for acceptance of Settlers Lane by Mr. Peter Gourdeau, 75 Arbor Street Development LLC.

The 75 Arbor Street Definitive Residential Open Space Community Special Permit was first approved by the Planning Board on March 12, 2009 for a nine (9) lot cluster style development under Section XVIII of the Town's then Zoning Bylaw. Subsequent to that approval the Applicant came before the Board to amend that approval to allow for a standard six (6) lot Definitive Subdivision under the Towns Rules and Regulations Governing the Subdivision of Land. The Board reviewed and approved the application for a Definitive Subdivision on October 8, 2009.

The project infrastructure has been completed according to the plan. All six lots have been sold and all but one has a single family home constructed and occupied. The final lot has obtained a building permit and construction on that home has begun.

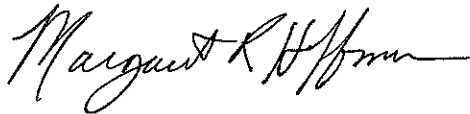
Mr. Gourdeau had requested that they be allowed to apply the finish coat of pavement prior to the final lot being conveyed last year. Because this lot was the first lot on Settlers Lane at the corner of Arbor Street, the Town's DPW Director had no objections to the road being completed. Typically a developer will wait until all lots have been built before putting this final coat on to prevent damage of the road during the construction of homes, but in this case the amount of road that would be impacted would be minimal.

The various Town Departments have been contacted and no objections have been received. The DPW Director has requested that the stormceptor be vacuumed and inspected prior to acceptance. I have contacted Mr. Gourdeau to let him know that this will be a requirement.

The Planning Board met on Thursday October 11 and reviewed the Plan. The Board has no objections to Settlers Lane being put on the warrant for acceptance at the Town Meeting in 2019. Once your Board decides whether to consider it for acceptance on the warrant, the Planning Board will once again review and confirm that all requirements have been met and submit a recommendation to Town Meeting.

Please let me know if you have any questions or need any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret R. Hoffman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Margaret R. Hoffman, AICP
Planning Coordinator

Nicole Roebuck

From: Peter Lombardi
Sent: Friday, October 19, 2018 1:53 PM
To: Bill Tyack
Cc: Margaret Hoffman; Nicole Roebuck
Subject: Re: Settlers Lane

Bill,

I completely agree, and will let the BOS and Planning Board know that this condition needs to be met before we move forward on recommending this street acceptance to Town Meeting. How frequently would the stormceptors need to be cleaned and do we have any other catch basins that require a vacuum truck?

Peter

Sent from my iPhone

On Oct 19, 2018, at 10:57 AM, Bill Tyack <BTyack@wenhamma.gov> wrote:

Peter,

I have a request for the developer of Settlers Lane before the town accepts it. I spoke to Peter Gourdeau about cleaning and inspecting the stormceptors before we own them as one may be damaged and he was going to be taking care of it but now Berry Construction owns it. Also these cannot be cleaned with clamshell catch basin trucks, they need to be done with a vacuum truck which is much more expensive. Please let me know if this can be done as one of the conditions before we accept the road. Thanks, Bill

Nicole Roebuck

From: Margaret Hoffman
Sent: Tuesday, October 16, 2018 6:37 PM
To: Peter Lombardi
Cc: Nicole Roebuck
Subject: RE: Street Acceptance Procedure - Settlers Lane
Attachments: Settlers Lane request for acceptance Feb 2018.pdf; Settlers lane Acceptance Request Letter 15Jul18.pdf; Settlers Lane Quitclaim Deed to Town 2018 unsigned.pdf; Bill Tyack DPW Comments on Settlers Lane acceptance.pdf; Greg Bernard BoH Comments on Settlers Lane acceptance.pdf; JBresnahan BuildingComments on Settlers Lane acceptance.pdf; Tom Perkins Police Comments on Settlers Lane acceptance.pdf; ABsettlers(171219).pdf

Here is the application letter and the comments from Town Staff. I have the large mylar plan in my office. Copy is attached. (ABsettlers(171219).pdf)

From: Peter Lombardi
Sent: Tuesday, October 16, 2018 6:05 PM
To: Margaret Hoffman
Cc: Nicole Roebuck
Subject: RE: Street Acceptance Procedure - Settlers Lane

Let's put it on next week's BOS agenda – open session is relatively light so far. Can you send us all of the back-up for the packet?

Peter Lombardi
Town Administrator

138 Main Street
Wenham, MA 01984
978-468-5520 x.2
<http://wenhamma.gov>

From: Margaret Hoffman
Sent: Tuesday, October 16, 2018 4:54 PM
To: Peter Lombardi
Subject: FW: Street Acceptance Procedure - Settlers Lane

Hi Peter,
The Planning Board looked at the street acceptance request for Settler's Lane and they are comfortable with forwarding it for acceptance. But from what Amy had said last year, I think we need an official request from the BoS for recommendations from the Planning Board, then the BoS needs to have a public hearing on it. I can draft a letter from the Planning Board, but do you think we need an official request from the BoS first? Let me know how you want to proceed. Thanks

From: Amy E. Kwezell [mailto:AKwezell@k-plaw.com]
Sent: Tuesday, February 20, 2018 2:27 PM
To: Margaret Hoffman; Peter Lombardi

Cc: Lauren F. Goldberg; Mark R. Reich
Subject: Street Acceptance Procedure

Margaret:

As we discussed, below are the steps required for street acceptances.

Thanks,

Amy

Procedure for the laying out of public ways:

- 1) The Board of Selectmen or Road Commissioners refer (by their vote) the proposed layout (the layout plan and description) to the Planning Board for its report.
- 2) Once the Planning Board has reported to the BOS/Road Commissioners, or 45 days have elapsed since the referral without a report, the BOS/Road Commissioners must notify all abutters to the road by sending a letter at least 7 days prior to the BOS/Road Commissioner's layout meeting/public hearing.
- 3) BOS/Road Commissioners meet and vote to order that the way be laid out as shown on a plan or legal description.
- 4) Following the BOS/Road Commissioners vote, a copy of their vote and the layout plan and description must be placed on file with the Town Clerk. This must be done at least 7 days before a Town Meeting vote to accept the layout.
- 5) Town Meeting must then vote to accept the layout as ordered by the BOS/Road Commissioners.
- 6) Following a Town Meeting vote to accept the layout, the Town has 120 days in which to acquire property rights within the layout sufficient to use the layout for public way purposes. If this is not done the layout will not be effective.

Amy E. Kwesell, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1811

F: (617) 654 1735

C: (857) 378 9218

akwesell@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

75 ARBOR STREET DEVELOPMENT LLC

February 13, 2018

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984

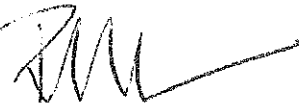
Re: Settlers Lane/Street Acceptance

Dear Ms. Hoffman,

On behalf of 75 Arbor Street Development, LLC, I hereby request the Town of Wenham to take such actions as necessary to accept Settlers Lane as a public way in Wenham. Enclosed herewith, please find (i) the "as-built" plan, and (ii) the draft deed to the Town of the street, utilities and easements contained on the plan.

Thank you for your assistance in this matter.

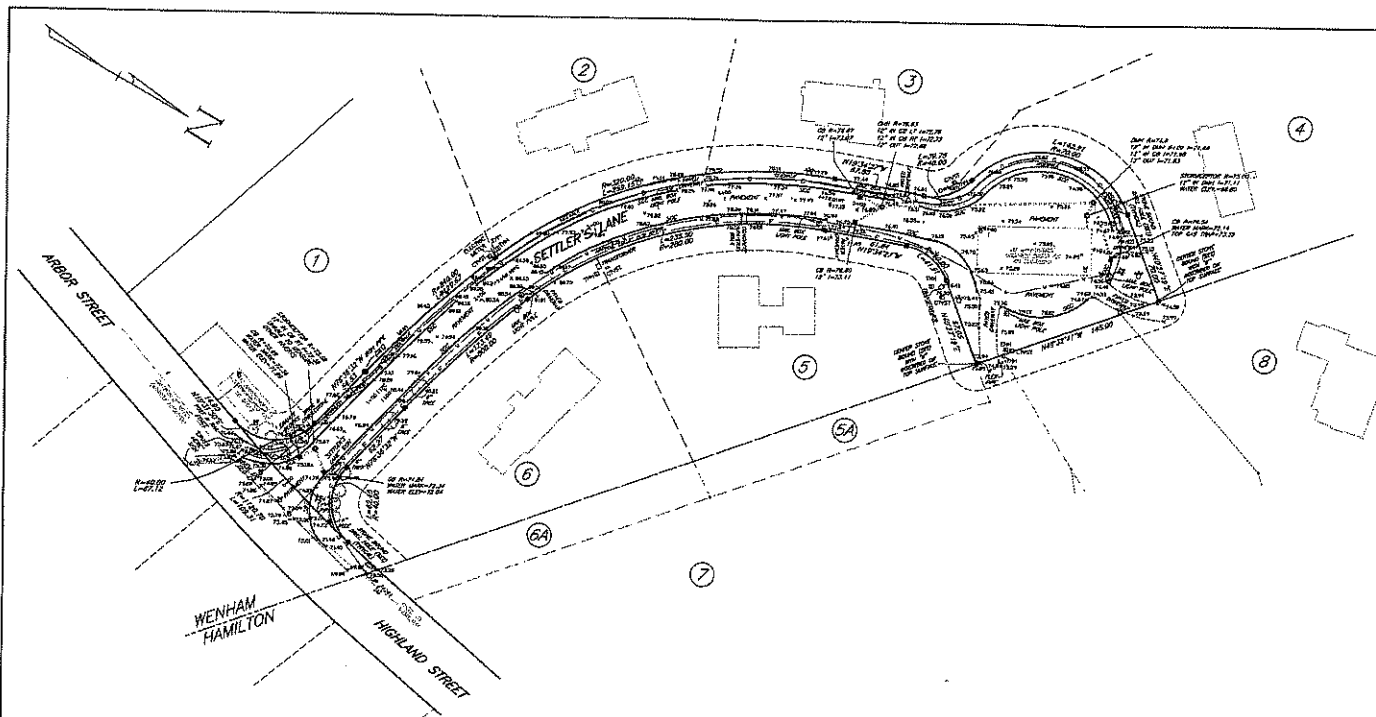
Sincerely,



Peter C. Gourdeau

Enc.

Cc: File



SECTORS STONE BOUND WITH DRILL HOLE SET BY NAVES ENGINEERING, INC. BETWEEN JULY 14, 2017 AND JULY 18, 2017 UNLESS OTHERWISE NOTED.

I HEREBY CERTIFY THAT THE STONE BOUNDS WITH DRILL HOLE, SECTORS BOUND WITH THE LETTER "W" INDICATED ON THE TOP AND RIGHT SIDE DEPICTED ON THIS PLAN WERE SET BY NAVES ENGINEERING, INC.

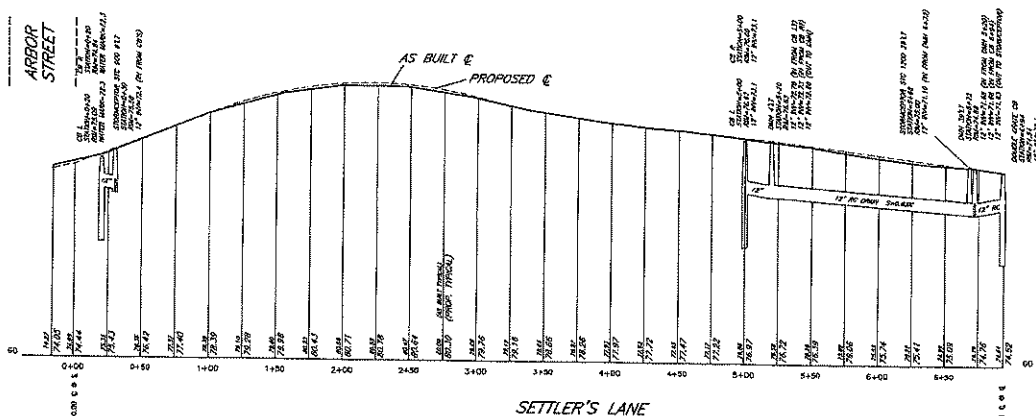
DATE: DECEMBER 18, 2017

PROFESSIONAL LAND SURVEYOR

LEGEND OF SYMBOLS

- CATCH BASIN
- CABLE TELEVISION STAND
- DRAIN MANHOLE
- ELECTRIC MANHOLE
- ELEC. HAND HOLE
- GAS GATE
- INTERMIT
- PROCAIN CONTROL VALVE
- LIGHTPOLE
- REINFORCED CONCRETE PIPE
- SLOPED GRANITE CURB
- STOP/RECEPTOR 6" METAL COVER
- TELEPHONE STAND
- TELEPHONE MANHOLE
- UNDERGROUND ELECTRIC
- UTILITY POLE
- WATER GATE

NOTES: WATER MAIN AND SERVICES FROM CONTRACTOR TIES.
AS BUILT GAS LINE IS APPROXIMATE ONLY.
AS BUILT UNDERGROUND ELECTRIC IS APPROXIMATE ONLY.



Draft copy
for review only

<p>AS BUILT PLAN & PROFILE SETTLER'S LANE WENHAM, MASS.</p>	
<p>Engineer: Hayes Engineering, Inc. 633 Salem Street Worcester, Mass. 01680 www.hayeseng.com</p>	
<p>Scale: 1"=40' (HORIZONTAL) & 4" (VERTICAL)</p>	<p>DATE: December 18, 2017</p>

75 ARBOR STREET DEVELOPMENT LLC

July 15, 2018

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984

Re: Settlers Lane/Street Acceptance

Dear Ms. Hoffman,

On behalf of 75 Arbor Street Development, LLC, I hereby request the Town of Wenham to take such actions as necessary to accept Settlers Lane as a public way in Wenham. Enclosed herewith, please find the draft deed to the Town of the street, utilities and easements contained on the plan. Please note that the original mylar plan has been delivered to you previously under separate cover.

Thank you for your assistance in this matter.

Sincerely,

Peter C. Gourdeau

Enc.

Cc: File

QUITCLAIM DEED

75 Arbor Street Development LLC, a Massachusetts limited liability company with a principal place of business at 203 Willow Street, South Hamilton, Massachusetts, 01982 (the "Grantor"),

for consideration paid and in full consideration in the amount of Ten Dollars and 00/100 (\$10.00),

grants to **THE TOWN OF WENHAM**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, with an address of Town Hall, 138 Main Street, Wenham, Massachusetts 01984 (the "Grantee"),

WITH QUITCLAIM COVENANTS,

the fee interest in the roadway and land shown as "Settler's Lane" on a series of plans consisting of five sheets, entitled "Definitive Plans/Settler's Lane/Wenham, Mass." drawn by Hayes Engineering, Inc., dated June 1, 2007, as last revised October 8, 2009, as endorsed by the Planning Board of the Town of Wenham and recorded with the Essex County South District Registry of Deeds (the "Registry") on April 28, 2010, in Plan Book 423, Plan 84, including the Grantor's right, title and interest in any improvements, utilities or drainage facilities therein.

The property described above is conveyed subject to (i) the rights of property owners abutting Settler's Lane and their invitees to use Settler's Lane as shown on the Plan referenced above for all purposes for which streets and ways may be used in the Town of Wenham in common with others entitled thereto; (ii) an instrument entitled "Notice Regarding Installed Stormwater Recharge Basins" dated April 29, 2011, recorded in the Registry in Book 30428, Page 374; (iii) the temporary slope easement reserved over a portion of Lot 4 by an instrument entitled "Grant and Reservation of Easements," dated May 25, 2011, recorded in the Registry in Book 30428, Page 376, to the extent in force and applicable; (iv) an easement dated June 26, 2010 granted to Verizon New England, Inc. recorded in the Registry in Book 29653, Page 357; (v) an easement dated June 22, 2010 granted to Massachusetts Electric Company recorded in the Registry in Book 29693, Page 276; (vi) the terms of an instrument entitled "Covenant" dated April 28, 2010, recorded in the Registry in Book 29424, Page 519, as affected by a Release granted by the Planning Board of the Town of Wenham dated May 12, 2011, recorded in the Registry in Book 30428, Page 380; (vii) an instrument entitled "Town of Wenham Planning

Board Modified and Restated Certificate of Approval of Definitive Plan" dated October 8, 2009, recorded in the Registry in Book 29424, Page 484, as affected by said Release granted by the Planning Board of the Town of Wenham dated May 12, 2011, recorded in the Registry in Book 30428, Page 380, and (viii) an instrument entitled "Town of Wenham Planning Board Certificate of Grant of Special Permit for Grading and Redistribution of Earth, Wenham Zoning By-Law, Section 10.1", dated October 8, 2009, recorded in the Registry in Book 29424, Page 512.

Property Address: Settlers' Lane, Wenham, Massachusetts 01984

For Grantor's title see deeds recorded in the Registry in Book 29424, Page 478 and Page 482.

The Grantor hereby certifies that it has not elected to be treated as a corporation for federal tax purposes for the current taxable year.

The Grantor hereby certifies that no member of the LLC has an ex-spouse or civil union partner who occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property by court order or otherwise.

Executed under seal this _____th day of April, 2018.

75 Arbor Street Development LLC

By: _____
Name: Peter C. Gourdeau
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

April _____, 2018

Then appeared before me, the undersigned notary public, personally appeared Peter C. Gourdeau, Manager, proved to me through satisfactory evidence of identification, which was (i) a driver's license or other state or federal governmental document bearing a photographic image, (ii) an oath or affirmation of a credible witness known to me who knows the above signatory, or (iii) my own personal knowledge of the identity of the signatory, to be the person whose name is signed above and he acknowledged that he signed it voluntarily for its stated purpose as Manager of 75 Arbor Street Development LLC.

Notary Public
My Commission Expires:

ACCEPTANCE

The Town of Wenham, acting by and through its Board of Selectmen accepts this instrument, effective on recording in the Registry, as that term is defined above.

Jack Wilhelm

Catherine Harrison

John Clemenzi

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

April _____, 2018

Before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (i) a driver's license or other state or federal governmental document bearing a photographic image, (ii) an oath or affirmation of a credible witness known to me who knows the above signatory, or (iii) my own personal knowledge of the identity of the signatory, to be the person whose name is signed above and he acknowledged that he/she signed it voluntarily for its stated purpose as Selectman of the Town of Wenham, Massachusetts.

Notary Public
My Commission Expires:

Margaret Hoffman

From: Bill Tyack
Sent: Tuesday, February 20, 2018 1:56 PM
To: Margaret Hoffman
Subject: Re: Settler's lane

No issues with DPW. I would request that the drainage system be inspected and vaccumed before we accept it.

On Feb 20, 2018 1:49 PM, Margaret Hoffman <MHoffman@wenhamma.gov> wrote:

I have received a request from Peter Gourdeau to have Settler's Lane accepted at Town Meeting. Have any of you got any issues with this? I have the as built plan in my office. Planning Board is going to vote on it on March 5.

Thanks

Marg

Margaret R. Hoffman, AICP

Planning Coordinator

Town of Wenham

138 Main Street

Wenham, MA 01984

Phone -978-468-5520 Ex. 8

Fax- 978-468-8014

Margaret Hoffman

From: Tom Perkins
Sent: Tuesday, February 20, 2018 2:08 PM
To: Margaret Hoffman
Subject: RE: Settler's lane

Hi Margaret,

No issues...thanks, Tom

Thomas C. Perkins, Chief of Police
Wenham Police Department
1 Friend Court, P.O. Box 536
Wenham, MA 01984

978-468-5500 Extension 220

CONFIDENTIALITY:

The information contained files in this electronic mail message and any electronic files attached to it may be confidential information and may also be subject of legal professional privilege and or public interest immunity. If you are not the intended recipient you are required to delete it. Any use, disclosure or copying of this message and any attachments is unauthorized. If you have received this electronic message in error, please inform the sender. This footnote also confirms that this email message has been checked for the presence of computer viruses.

From: Margaret Hoffman
Sent: Tuesday, February 20, 2018 1:59 PM
To: Bill Tyack; Erik Mansfield; Greg Bernard; Charlie Brett; Jacqueline Bresnahan; Stephen B. Kavanagh; Jeff Baxter; Tom Perkins
Subject: FW: Settler's lane

Here is the as-built plan.

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
Phone -978-468-5520 Ex. 8
Fax- 978-468-8014

From: Margaret Hoffman
Sent: Tuesday, February 20, 2018 1:49 PM
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Subject: Settler's lane

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Margaret R. Hoffman, AICP

Planning Coordinator

Town of Wenham

138 Main Street

Wenham, MA 01984

Phone -978-468-5520 Ex. 8

Fax- 978-468-8014

Margaret Hoffman

From: Jacqueline Bresnahan
Sent: Tuesday, February 20, 2018 1:53 PM
To: Margaret Hoffman
Subject: RE: Settler's lane

No issue per the Building Inspector.

Jacqueline Bresnahan
Permitting Coordinator and Special Projects Assistant
Town of Wenham
138 Main Street -- (978)468-5520 x. 4
permitting@wenhamma.gov

From: Margaret Hoffman
Sent: Tuesday, February 20, 2018 1:49 PM
To: Bill Tyack; Erik Mansfield; Greg Bernard; Charlie Brett; Jacqueline Bresnahan; Stephen B. Kavanagh; Jeff Baxter; Tom Perkins
Subject: Settler's lane

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Marg

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
Phone -978-468-5520 Ex. 8
Fax- 978-468-8014

Margaret Hoffman

From: Greg Bernard
Sent: Tuesday, February 20, 2018 5:17 PM
To: Margaret Hoffman
Subject: RE: Settler's lane

No issues.

Greg Bernard

From: Margaret Hoffman
Sent: Tuesday, February 20, 2018 1:59 PM
To: Bill Tyack; Erik Mansfield; Greg Bernard; Charlie Brett; Jacqueline Bresnahan; Stephen B. Kavanagh; Jeff Baxter; Tom Perkins
Subject: FW: Settler's lane

Here is the as-built plan.

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
Phone -978-468-5520 Ex. 8
Fax- 978-468-8014

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Sent: Tuesday, February 20, 2018 1:49 PM
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Thanks

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Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
Phone -978-468-5520 Ex. 8
Fax- 978-468-8014

BOARD OF SELECTMEN MEETING

January 22, 2019

DRAFT MOTION

➤ Vote: I move Board of Selectmen close the Public Hearing.

Seconded / Discussion/ Vote

JC

ANNOUNCEMENTS – BOARD OF SELECTMEN MEETING – *January 22, 2019*
Catherine Harrison

1. Wenham Town Election 2019 Open Seats

Our 2019 Annual Town Election will be held Thursday, April 11, 2019. There are twelve open seats this year. Nomination papers are currently available in the Town Clerk's Office and are due back, with the signatures of at least 21 registered voters, by Thursday, February 21, 2019.

Nomination papers for the Regional School Committee seats are available in the District Administration Office at 5 School Street in Wenham. Papers should be returned there with the signatures of at least 40 registered voters from your town.

The last day to withdraw from the election will be Monday, March 11, 2019. Voters must be registered by Friday, March 15, 2019 in order to vote in the town election.

Open Seats:

Board of Assessors	1 seat	3 year term
Board of Health	1 seat	3 year term
Board of Library Trustees	1 seat	3 year term
Moderator	1 seat	3 year term
Planning Board	1 seat	5 year term
Regional School Committee	3 seats	3 year term
Board of Selectmen	1 seat	3 year term
Water Commissioner	2 seats	3 year term & 1 year term
Wenham Housing Authority	1 seat	5 year term

2. Burn Permits Now Available from Fire Department

Burn season runs from Tuesday, January 15th through Wednesday, May 1st. Please visit the Wenham Fire Department at 140 Main Street or wenhamfd.org to register for your permit. Contact the Fire Department with questions at 978-468-5508.



ELECTIONS



2019 Election Calendar

Annual Town Meeting Saturday April 6, 2019

Annual Town Election Thursday April 11, 2019

OPEN SEATS:

Assessor, Board of - 1 seat - 3 year term

Health, Board of - 1 seat - 3 year term

Library Trustee, Joint Board - 1 seat - 3 year term

Moderator - 1 seat - 3 year term

Planning Board - 1 seat - 5 year term

Regional School Committee - 3 seats - 3 year terms

Selectmen, Board of - 1 seat - 3 year term

Water Commissioner - 2 seats - 3 year term & 1 year term

Wenham Housing Authority - 1 seat - 5 year term

Nomination Papers are available as of Friday January 11, 2019

[Intention to Run form can be found here.](#)

Nomination papers are due back to the Clerk's office by Thursday February 21, 2019

Nomination Papers need to have at least 21 registered voter signatures

Last day to withdraw is Monday March 11, 2019.

Last day to register to vote to be eligible for these 2019 events is Friday March 15, 2019.

Register to vote or check your voter registration status here
www.registertovoteMA.com

The absentee ballot application can be found by [clicking here](#).



Burning Permit

To obtain a burning permit:

[Click here](#)

Daily activation:

[Click here](#)

Burning is allowed to begin at 10:00 AM.

All burning will cease and fires shall be extinguished by 4:00 PM.

The Wenham Fire Department reserves the right to inspect the burning site at any time.

Cost of calls to extinguish fires after regular burning hours will be at the property owners expense.

Burning season is from January 15 - May 1. Burning is allowed 10am to 4pm

Permits will be issued to Homeowners only (Not for Commercial).

Brush only shall be burned.

Permits may also be purchased at the station Mon - Fri 8 to 12 and Sat 8 to 10

BOARD OF SELECTMEN MEETING

January 22, 2019

REPORTS

- TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN



Town of Wenham

Selectmen / Town Administrator

TEL 978-468-5520

FAX 978-468-8014

MEMORANDUM

TO: Board of Selectmen
FROM: Peter Lombardi, Town Administrator
RE: Town Administrator's Report
DATE: January 22, 2019

2017 Annual Town Report & FY19 Budget Document Receive Prestigious Awards

At the Massachusetts Municipal Association's Annual Meeting this past weekend, the Town was awarded 3rd place in the small community category for its 2017 Annual Report, which can be found. Judging criteria for this statewide contest include: attractiveness of the report cover and layout, material arrangement, presentation of statistics and data, summary of the year's achievements, evidence of local planning for the future, and the report's practical utility. Based on our records, the last time the Town received this award was in 1970.

Earlier today, the Town received notice that we have been awarded the Distinguished Budget Presentation Award by the Government Finance Officers Association for our FY19 Budget document. This award reflects the Town's commitment to creating a budget document that is comprehensive, strategic, and accessible, and in line with national best practices. Attaining this designation has been a priority goal for the past several years, as we strive to enhance the information we provide to residents about the budget and the services we provide. Just 26 local governmental entities from Massachusetts won this award last year, only 1 of which was a town with a population of less than 10,000 residents.

Congratulations and special thanks to Special Projects Manager, Jackie Bresnahan, for her tremendous efforts in taking the lead on both of these important documents! Her dedication and diligence in working to improve these documents each year to the point where they now meet these standards has been exceptional. I also want to recognize the efforts of all of our Department Heads as well as the staff in the Finance Office and Town Administrator's Office in particular for their work in assembling these documents – it has been a true team effort!

The 2017 Annual Report can be found at the following link on the Town website:

http://www.wenhamma.gov/important_documents/docs/Wenham%202017%20Annual%20Town%20Report.pdf

The FY19 Budget Document can be found here::

http://www.wenhamma.gov/important_documents/docs/GFOA%20Budget%20Document%20FY%202019.pdf



MASSACHUSETTS MUNICIPAL ASSOCIATION

presents

ANNUAL AWARDS CEREMONY

You are invited to celebrate at a reception with the winners of the Annual Town Report Contest, the Kenneth E. Pickard Innovation Award, and the Municipal Website Award on Saturday, January 19, 2019, Constitution Ballroom, Sheraton Boston Hotel at 6pm.

Town Report Contest

CATEGORY I

(Population 12,500 or greater)

1st Place – Town of Northborough

2nd Place – Town of Danvers

3rd Place – Town of Burlington

CATEGORY II

(Population 5,000 to 12,499)

1st Place – Town of Littleton

2nd Place – Town of Ashburnham

3rd Place – Town of Westminster

CATEGORY III

(Population 4,999 or under)

1st Place – Town of Erving

2nd Place – Town of Truro

3rd Place – Town of Wenham

Municipal Website Award

**THE MMA DID NOT RECEIVE ANY NOMINATIONS THIS YEAR FOR CATEGORY 1 (POPULATION 50,000-PLUS)*

CATEGORY II

(Population 15,000-49,999)

Town of Concord



CATEGORY III

(Population 5,000-14,999)

Town of Littleton



CATEGORY IIII

(Population 4,999 or under)

Town of Ashfield



Pickard Innovation Award

TOWNS OF BREWSTER, CHATHAM, HARWICH, AND ORLEANS, *Pleasant Bay Watershed Permit: Implementation Project for Nutrient Removal*

CITY OF TAUNTON, *Downtown Taunton Rent Rebate Program*

TOWN OF FOXBOROUGH, *Hauler Day*

Congratulations to all the winners!



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

January 3, 2019

Peter Lombardi
Town Administrator
Town of Wenham
138 Main Street
Wenham, MA 01984

Dear Mr. Lombardi:

We are pleased to notify you that Town of Wenham, Massachusetts, has received the Distinguished Budget Presentation Award for the current budget from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Town Administrator's Office

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program, and we sincerely hope that your example will encourage others to achieve and maintain excellence in governmental budgeting.

Sincerely,

Michele Mark Levine
Director, Technical Services Center

Enclosure

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

www.gfoa.org



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

FOR IMMEDIATE RELEASE

January 3, 2019

For more information, contact:

Technical Services Center
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **Town of Wenham, Massachusetts**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Town Administrator's Office**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

www.gfoa.org

BOARD OF SELECTMEN MEETING

January 22, 2019

**CONSENT AGENDA
DRAFT MOTION**

- I move to approve all items in the Consent Agenda as presented.

Seconded / Discussion/ Vote

JC

BOARD OF SELECTMEN MEETING

January 22, 2019

CONSENT AGENDA

A.

Meeting Minutes

➤ Open Session:

December 13, 2018

December 17, 2018

TOWN OF WENHAM
Board of Selectmen
Meeting of December 13, 2018
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Thursday December 13, 2018 at 5 pm in the Selectmen Chambers.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)

The Board of Selectmen serve as the chief executive body of the Town. The Board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.

The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels, HWCAM.org or YouTube HWCAM.

Welcome & Call to Order

With a quorum present, Ms. Harrison called the BOS meeting to order at 5 pm

Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Jack Wilhelm, Clerk

Also present: Peter Lombardi, Town Administrator; Steve Ozahowski, Assessor

Tax Classification Hearing

TOWN OF WENHAM CLASSIFICATION HEARING

The Wenham Board of Selectman will hold a hearing on classification of real estate for taxation purposes during the meeting on Thursday December 13, 2018 at 5:00 p.m. at the Wenham Town Hall, 138 Main Street, Wenham MA. The purpose of this meeting is to determine whether the Town should establish separate tax rates for business and residential property owners, or continue one rate for all classes. Wenham Board of Assessors, 138 Main Street Wenham, MA 01984

The Public Hearing noticed was published in the Salem News on December 11, 2018.

Ms. Harrison opened the public hearing.

Ms. Harrison stated the Assessors did not have the necessary information back from Department of Revenue for the Board of Selectmen the to hold the hearing and recommended the BOS continue the hearing.

Mr. Ozahowski confirmed the Assessors anticipated the information from the DOR tomorrow.

Vote: Ms. Harrison moved to continue the hearing to a date certain of Monday December 17, 2018 at 5 pm in the Selectmen Meeting Room, Town Hall. The motion carried unanimously.

The BOS unanimously adjourned at 5:03 pm.

Respectfully Submitted By
Catherine Tinsley
12.27.18

TOWN OF WENHAM
Board of Selectmen
Meeting of December 17, 2018
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Thursday December 17, 2018 at 5 pm in the Selectmen Chambers.

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Welcome & Call to Order

With a quorum present, Ms. Harrison called the BOS meeting to order at 5 pm

Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Not Present: Jack Wilhelm, Clerk

Also present: Peter Lombardi, Town Administrator; Patricia Moore, Finance Director & Treasurer/Collector; Chris Holak, Accountant; Assessors Steve Ozahowski & Tom Tanous; Catherine Tinsley, Minutes Secretary

Tax Classification Hearing— Continued from December 13, 2018

TOWN OF WENHAM CLASSIFICATION HEARING - The Wenham Board of Selectman will hold a hearing on classification of real estate for taxation purposes during the meeting on Thursday December 13, 2018 at 5:00 p.m. at the Wenham Town Hall, 138 Main Street, Wenham MA. The purpose of this meeting is to determine whether the Town should establish separate tax rates for business and residential property owners or continue one rate for all classes. Wenham Board of Assessors, 138 Main Street Wenham, MA 01984

The Public Hearing noticed was published in the Salem News on December 11, 2018.

Ms. Harrison stated the hearing was continued December 13, 2018 to this date, December 17, 2018 citing the necessary information from the Department of Revenue to set the tax classification was not available at that time.

Ms. Harrison declared the hearing open.

Mr. Tanous stated that after due diligence and hard work of the staff, the revaluation of real property was completed this year. The values of properties increased overall.

The Assessors' recommended the Board of Selectmen approve a Factor of One for the purpose of property taxes. Mr. Tanous explained a Factor of One means the entire community would be taxed at the same rate; residential, business, farming, etc.

The hearing was closed.

Vote: Ms. Harrington moved the BOS adopt a Tax Factor of One for the Town of Wenham for Fiscal Year 2019. The motion carried unanimously.

With information remaining to be processed, details of the tax billing will be provided during the BOS meeting tomorrow night.

Mr. Ozahowski gave a brief summary of the results of the revaluation compared to the historical data. Mr. Ozahowski noted the median value of homes is the preferred measure to understand assessed value.

The median assessed value increased for the first time in three years.

The tax rate will decrease from \$18.79 to \$18.02 for FY19. The School Operating Override assessment is 41% of the increase starting in FY19; the average annual increase per assessed property is \$900.

The BOS unanimously adjourned at 5:10 pm.

Respectfully Submitted By
Catherine Tinsley
12.28.18

BOARD OF SELECTMEN MEETING

January 22, 2019

NEW BUSINESS

B.

**Potential Recommendation for Town Meeting
to Accept Settlers Lane as Public Way**

(5 minutes)

- Draft Motion
- Order of Layout

BOARD OF SELECTMEN MEETING

January 22, 2019

DRAFT MOTION

Street Acceptance of Settlers Lane

- Vote: I move that common convenience and necessity require the layout of Settler's Lane as a public way, and we hereby lay out Settler's Way as a town way, as shown on a plan dated June 1, 2007 and recorded with the Essex South District Registry of Deeds in Plan Book 423, Page 84, and recommend the acceptance of said layout to Town Meeting.

Seconded / Discussion/ Vote

TOWN OF WENHAM

ORDER OF LAYOUT SETTLER'S LANE

Whereas, the BOARD OF SELECTMEN of the TOWN OF WENHAM, acting pursuant to G.L. c.82, §§21-24, having deemed that common convenience and necessity require the lay out of Settler's Lane as a public way, hereby lays out Settler's Lane as a public way as shown on the plan referenced below, and

Whereas, the boundaries of said way as laid out are shown on a plan entitled "Definitive Plans/Settler's Lane/Wenham, Mass.", prepared by Hayes Engineering, Inc., dated June 1, 2007, last revised October 8, 2009, and recorded with the Essex South District Registry of Deeds in Book 423, Page 84 (5 sheets), which layout was referred to the Planning Board and is hereby adopted as a part of this order. All the land lying within the above described boundaries of Settler's Lane is hereby laid out as a town way.

The aforementioned plan is hereby forwarded to the Town Clerk for filing and the foregoing layout is hereby reported to the Town for acceptance.

Adopted _____, 2019

TOWN OF WENHAM,
By its Board of Selectmen

Filed in the office of the

Town Clerk, _____, 2019
Town Clerk, Attest

BOARD OF SELECTMEN MEETING

January 22, 2019

NEW BUSINESS

C.

**Review and Potential Approval of
Local Action Unit Application to the Department
of Housing and Community Development for
Unit at Spring Hill – Margaret Hoffman
(10 Minutes)**

- Draft Motion
- Local Initiative Program Application for Local Action Units
- Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project – Developer's Draft
- Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project – Town Counsel's Draft
- Town of Wenham Planning Board Certificate of Decision on a Definitive Subdivision Plan: Spring Hill Farms

BOARD OF SELECTMEN MEETING

January 22, 2019

DRAFT MOTION

Local Action Unit Application: Spring Hill

- Vote: I move to authorize Catherine A. Harrison on behalf of the Selectboard to execute the Local Action Unit Application to the Department of Housing and Community Development for a unit in the Spring Hill subdivision.

Seconded / Discussion/ Vote

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Department of Housing and Community Development (DHCD) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than comprehensive permits*; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

DHCD shall certify units submitted as LAUs if they met the requirements of 760 CMR 56.00 and the LIP Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the **DHCD website at www.mass.gov/dhcd**.

To apply, a community must submit a complete, signed copy of this application to:

**Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Rieko Hayashi, Program Coordinator**

**Telephone: 617-573-1426
Email: rieko.hayashi@state.ma.us**

Community Support Narrative, Project Description and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

The Spring Hill Definitive Subdivision was approved by the Wenham Planning Board in September of 2015. The original plan was for 18 single family house lots and an existing dwelling at 81 Dodges Row that was to be used for an affordable housing unit. The Planning Board, in its decision required that the developer produce at least 2 but hopefully 3 units of affordable housing in this development. The project then went through DEP review for a superseding order of conditions and the number of lots was reduced to 17 not including 81 Dodge's Row. The Town has issued the Definitive Subdivision approval with waivers from certain requirements and in exchange the developer had agreed to create the affordable units that will be eligible for inclusion on the Town's Subsidized Housing Inventory.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal officer is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: _____

Date: _____

Chair, Local Housing Partnership: (as applicable)

Signature: _____

Print Name: _____

Date: _____

Municipal Contact Information

Chief Executive Officer

Name Board of Selectmen
Address 138 Main Street, Wenham MA 01984
Phone 978-468-5520
Email _____

Town Administrator/Manager

Name Peter Lombardi
Address 138 Main Street, Wenham, MA 01984
Phone 978-468-5520 Ext 2
Email plombardi@wenhamma.gov

City/Town Planner (if any)

Name Margaret Hoffman
Address 138 Main Street, Wenham MA 01984
Phone 978-468-5520 Ext 8
Email mhoffman@wenhamma.gov

City/Town Counsel

Name _____
Address _____
Phone _____
Email _____

Chairman, Local Housing Partnership (if any)

Name _____
Address _____
Phone _____
Email _____

Community Contact Person for this project

Name Margaret Hoffman
Address 138 Main Street, Wenham MA 01984
Phone 978-468-5520 Ext 8
Email mhoffman@wenhamma.gov

The Project

Developer

Name _____

Address _____

Phone _____

Email _____

Is your municipality utilizing any HOME or CDBG funding for this project? ☐ Yes ☐ No

Local tax rate per thousand \$_____ for Fiscal Year _____

Site Characteristics

<u>Project Style</u>	<u>Total # of Units</u>	<u># of Units Proposed for LAU Certification</u>
Detached single-family house	_____	_____
Rowhouse/townhouse	_____	_____
Duplex	_____	_____
Multifamily house (3+ family)	_____	_____
Multifamily rental building	_____	_____
Other (specify)	_____	_____

Unit Composition

Type of Unit:	# of Units	# of BRs	# of Baths	Gross Square Feet	Livable Square Feet	Proposed Sales Prices/Rents	Proposed Condo Fee
Condo Ownership							
Fee Simple Ownership							
Rental							
Affordable:							
Market:							

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):
 - For ownership projects**, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes and/or the model deed rider.
 - For rental projects**, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.
 - For HOME-funded projects**, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.
3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - trustee certificates or authorization for signer(s) to execute all documents
4. For Condominium Projects Only: The Condominium Master deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the Local Housing Authority's current Utility Allowances
6. Massachusetts Environmental Policy Act (MEPA) environmental notification form (ENF) – for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference

- measures to ensure affirmative fair marketing, including outreach methods and venue list
- name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at www.mass.gov/dhcd and search for **LIP 40B Guidelines** for more information.

PLEASE CONTACT RIEKO HAYASHI OF OUR OFFICE AT 617-573-1426 IF YOU HAVE ANY QUESTIONS.

Developers
Draft

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ____ day of _____ 20__ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of _____ ("the Municipality"), and _____, a Massachusetts corporation/limited partnership/limited liability company, having an address at _____, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (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 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as _____ at a ____-acre site on _____ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of _____ condominium units/detached dwellings (the "Units") and _____ of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, [**For comprehensive permit projects add:** upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded/filed at the _____ Registry of Deeds/Registry District of the Land Court (the "Registry") in Book _____, Page _____/as Document No. _____ (the "Comprehensive Permit")] [**For Local Action Units add:** the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, [**For comprehensive permit projects add:** DHCD is issuing its final approval of the Project within the LIP Program

pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project] **[for Local Action Units add:** DHCD has given and will give technical and other assistance to the Project];

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") **[for comprehensive permit projects add:** and in accordance with all terms and conditions of the Comprehensive Permit]. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

_____	of the Low and Moderate Income Units shall be one bedroom units;
<u> 1 </u>	of the Low and Moderate Income Units shall be two bedroom units;
_____	of the Low and Moderate Income Units shall be three bedroom units; and,
_____	of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income 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
four bedroom units	-	1400 square feet

The Project 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 the handicapped. ~~[For comprehensive permit projects add: Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit.]~~ the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of

law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy, MSA/HMFA/County.

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2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satis-

factory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. ~~{For comprehensive permit projects where the Project Sponsor is a for-profit entity add:~~

~~(a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.~~

~~(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by DHCD (the "Allowable Profit").~~

~~(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the "Certified Cost and Income Statement") prepared and certified by a~~

certified public accountant satisfactory to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD's acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor's compliance with the limited dividend requirement.

(d) All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]

[For comprehensive permit projects where the Project Sponsor is a non-profit entity add: Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility—Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit 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 Low and Moderate Income Units.]

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing

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 Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing 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 buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules,

regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

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

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a _____, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (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 Project Sponsor (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 Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(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 Project Sponsor, 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 or adversely affect its financial condition.

10. Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project 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 DHCD and the Municipality.

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

- A signed agreement stating that the transferee will assume in full the Project Sponsor'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 Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor 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 Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Project Sponsor shall provide DHCD 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 the Project Sponsor; or

- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (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 the Project Sponsor's interest in the Project or any party of the Project.

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, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project 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 Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

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

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project 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 Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. 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.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Town of Wenham
138 Main Street
Wenham, MA 01984

Project Sponsor:

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, ~~[For comprehensive permit projects add: or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired].~~ The rights and restrictions contained in this Agreement shall not lapse if the Project 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 Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and

assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

~~[For comprehensive permit projects add:~~

~~19. (a) When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated _____.]~~ ~~[If the Project Sponsor is a for-profit entity add: The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).]~~

~~[If the Project Sponsor is a for-profit entity add:~~

~~(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(c). DHCD will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).]~~

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Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

By: _____
Its: _____

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its: _____

MUNICIPALITY

By: _____
Its: _____

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

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 _____ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss. _____, 20__

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 Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

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
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its: _____

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20____

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 _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

Re:

(Project name)

(City/Town)

(Developer)

Property Description

EXHIBIT B

Re: _____
(Project name)

(City/Town)

(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
One bedroom units	\$ _____	\$ _____	_____
Two bedroom units	\$ _____	\$ _____	_____
Three bedroom units	\$ _____	\$ _____	_____
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers _____ on:

- ☐ a plan of land entitled _____ recorded with the _____ Registry of Deeds in Book ____, Page ____.
- ☐ floor plans recorded with the Master Deed of the _____ recorded with the _____ Registry of Deeds in Book ____, Page ____.

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ____ day of _____ 20__ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of _____ ("the Municipality"), and _____, a Massachusetts corporation/limited partnership/limited liability company, having an address at _____, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (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 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as _____ at a ____-acre site on _____ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of _____ condominium units/detached dwellings (the "Units") and _____ of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, ~~{For comprehensive permit projects add: upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded/filed at the _____ Registry of Deeds/Registry District of the Land Court (the "Registry") in Book _____, Page _____/as Document No. _____ (the "Comprehensive Permit")}~~ **{For Local Action Units add: the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Comprehensive Permit Guidelines (the "Guidelines")) published by DHCD with the LIP Program; and**

WHEREAS, in partial consideration of the execution of this Agreement, ~~{for comprehensive permit projects add: DHCD is issuing its final approval of the Project within the LIP Program~~

~~pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project]~~ ~~[for Local Action Units add: DHCD has given and will give technical and other assistance to the Project];~~

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") ~~[for comprehensive permit projects add: and in accordance with all terms and conditions of the Comprehensive Permit]~~. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

_____	of the Low and Moderate Income Units shall be one bedroom units;
<u>1</u>	of the Low and Moderate Income Units shall be two bedroom units;
_____	of the Low and Moderate Income Units shall be three bedroom units; and,
_____	of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income 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
four bedroom units	-	1400 square feet

The Project 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 the handicapped. ~~[For comprehensive permit projects add: Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit.]~~ ~~[The Project must also comply with all applicable local codes, ordinances and by-laws.]~~

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of

law or who have otherwise evidenced a stable inter-dependent relationship; or an individual.
The "Area" is defined as the Boston-Cambridge-Quincy,
MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satis-

factory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. ~~[For comprehensive permit projects where the Project Sponsor is a for-profit entity add:~~

~~(a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.~~

~~(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by DHCD (the "Allowable Profit").~~

~~(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the "Certified Cost and Income Statement") prepared and certified by a~~

~~certified public accountant satisfactory to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD's acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor's compliance with the limited dividend requirement.~~

~~(d) All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]~~

~~**[For comprehensive permit projects where the Project Sponsor is a non-profit entity add:** Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility—Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit 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 Low and Moderate Income Units.]~~

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing

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 Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing 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 buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules,

regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

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

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a _____, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (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 Project Sponsor (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 Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(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 Project Sponsor, 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 or adversely affect its financial condition.

10. Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project 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 DHCD and the Municipality.

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

- A signed agreement stating that the transferee will assume in full the Project Sponsor'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 Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor 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 Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Project Sponsor shall provide DHCD 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 the Project Sponsor; or

- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (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 the Project Sponsor's interest in the Project or any party of the Project.

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, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project 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 Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

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

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project 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 Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. 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.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage

prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Town of Wenham
138 Main Street
Wenham, MA 01984

Project Sponsor:

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an "other restrictions held by a governmental body" as set forth in Section 26 and an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that ~~this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and (b) there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, DHCD shall have the right to withdraw from this Agreement, as provided in Section 16.~~ ~~[For comprehensive permit projects add: or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired].~~ The rights and restrictions contained in this Agreement shall not lapse if the Project 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 Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and

assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may withdraw from terminate this Agreement and record a notice of DHCD's withdrawal with the Registry of Deeds, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. The thirty (30) day cure period 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 Project Sponsor or the Municipality, as the case may be, is diligently prosecuting such a cure. The Municipality shall have the independent right to enforce the terms of this Agreement, including, without limitation, the foregoing affordability provisions, by giving DHCD prior notice thereof

(b) Whether the Low and Moderate Income Units will continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall be

determined solely by DHCD according to the rules and regulations then in effect. If DHCD elects to withdraw from/terminate this Agreement as the result of a breach, violation, or default hereof by the Project Sponsor, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement. Notwithstanding the foregoing, this Agreement shall continue to be a binding and effective permanent affordable housing agreement under G.L. c. 184, §§31-33 between the Project Sponsor and the Municipality, and the covenants and restrictions herein shall continue to run with the Property. The Municipality shall have the same rights as DHCD hereunder, and any notices to be given to and/or approvals to be obtained from DHCD by the Project Sponsor shall be given to and obtained from the Municipality.

(c) In the event DHCD and/or the Municipality brings an action to enforce this Agreement and prevails in any such action, DHCD and Municipality shall each be entitled to recover from the Project Sponsor all of DHCD's and/or the Municipality's reasonable costs of an action for such enforcement of this Agreement, including reasonable attorneys' fees.

(d) The Project Sponsor hereby grants to DHCD, the Municipality, or its or their designee the right to enter upon the Property for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

~~[For comprehensive permit projects add:~~

~~19. (a) When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated _____.]~~ ~~[If the Project Sponsor is a for-profit entity add:~~ The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).~~]~~

~~[If the Project Sponsor is a for-profit entity add:~~

~~(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(c). DHCD will provide a~~

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~~copy of this Agreement to the Municipality's Board of Appeals as required by
760 CMR 56.04(7).]~~

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Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

By: _____
Its: _____

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its: _____

MUNICIPALITY

By: _____
Its: _____

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this
Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified
without the written approval of the Department of Housing and Community Development.

653448/WENH/0082

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

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 _____ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss. _____, 20__

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 Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

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
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its: _____

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

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 _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

653448/WENH/0082

EXHIBIT A

Re:

(Project name)

(City/Town)

(Developer)

Property Description

EXHIBIT B

Re: _____
(Project name)

(City/Town)

(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
One bedroom units	\$ _____	\$ _____	_____
Two bedroom units	\$ _____	\$ _____	_____
Three bedroom units	\$ _____	\$ _____	_____
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers _____ on:

- ☐ a plan of land entitled _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.
- ☐ floor plans recorded with the Master Deed of the _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.

**TOWN OF WENHAM
PLANNING BOARD**

Certificate of Decision on a Definitive Subdivision Plan

Application: Spring Hill Farms

Property Location: Approximately 26+/- acres on the easterly side of Dodges Row in Wenham (Wenham Assessor's Map 39, Lots 8, 8A, 8B and 8D. See Exhibit A.

Applicant: Spring Hill Ventures, LLC, with an address of 54 Dodge Street, Beverly, Massachusetts 01915 (the "Applicant" or the "Developer")

Record Owner: R. Angus West and Gifford S. West as Trustees for (a) Beverly Wenham Land Trust ("Beverly Land"); (b) West 1997 Realty Trust ("West Trust") of 7 Walnut Road, Wenham, Massachusetts; and (c) the 79 Dodges Row Trust, Wenham, Massachusetts.

Engineer: Hayes Engineering, Inc.
603 Salem Street
Wakefield, MA 01880

Application Date: May 22, 2014

Dates of Legal Notices: May 29, 2014 and June 5, 2014

Dates of Hearing: June 12, 2014, July 10, 2014, November 13, 2014, March 26, 2015 and September 10, 2015.

Reference Plans: A series of plans (the "Plans") drawn by Hayes Engineering, Inc., dated May 21, 2014, revised through November 10, 2014 entitled respectively:

- (a) "Definitive Plan / Spring Hill Farms / Wenham, Mass." (Sheet 5-7) (the "Recording Plan")
- (b) "Definitive Plan & Profile / Spring Hill Farms / Wenham, Mass." (Sheet 11-13)
- (c) "Topographic Plan / Spring Hill Farms / Wenham, Mass." (Sheet 8-10)
- (d) "Detail Sheet / Spring Hill Farms / Wenham, Mass." (Sheet 14-15)

(e) "Existing Conditions Plan / Spring Hill Farms / Wenham, Mass." (Sheet 2-4)

Waivers Granted: See **Exhibit B**.

Description of the Project: The Project consists of eighteen (18) new lots plus one (1) existing lot on Dodges Row, totaling nineteen (19) lots in the Town of Wenham, with two cul de sacs and emergency access to Thaxton Road in Beverly, Massachusetts, all as shown on the Reference Plans. Two (2) of the nineteen (19) lots are to house two or three affordable units.

Public Hearing:

At the public hearing, the Applicant and its representative, Peter Ogren of Hayes Engineering, Inc., made presentations. Also at the public hearing, a consultant to the Planning Board, Weston & Sampson, presented its peer review of the drainage design and water distribution.

During the deliberation process, the Planning Board reviewed and considered the following documents:

1. Reports and review documents from Weston & Sampson as consultant to the Planning Board dated January 6, 2015, March 25, 2015 and June 10, 2015.
2. Correspondence from Hayes Engineering, Inc. dated February 23, 2015, May 18, 2015 and July 9, 2015.
3. Mitigative Drainage Study prepared by Hayes Engineering, Inc. dated May 27, 2014 and revised November 10, 2014.
4. Order of Resource Area Delineation, DEP File #326-0341 issued August 12, 2013 by the Town of Wenham Conservation Commission.
5. Correspondence dated June 11, 2014 to the Town of Wenham Planning Board from Spring Hill Ventures, LLC offering affordable units at 83 Dodges Row, on Lot 18 in the Subdivision, open space on certain lots, Fire Suppression Systems within each house in the Subdivision, and post driveway lights with photo cell equipment.
6. Comments from Winslow Mulry, Tree Warden, dated June 12, 2014 providing recommendations.

Grant of Approval:

The Planning Board hereby certifies that, at a duly called and properly posted meeting of the Planning Board held on October 8, 2015, at which a quorum was present, by a vote of four (4) in favor and one (1) against, based on the foregoing, the Planning Board has approved the Definitive Plan Subdivision under the Rules and Regulations of the Subdivision Control Law, in accordance with the Reference Plans and with the Waivers listed in Exhibit B, and with the following conditions:

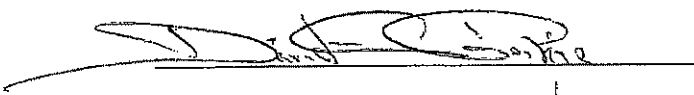
1. Within sixty (60) days of the date hereof, the Applicant (as defined herein) shall present the Recording Plans to the Planning Board for its endorsement in accordance with M.G.L. c. 41, §§ 81V and 81X, which plans shall make reference to this Certificate of Approval and the Covenant (as defined below).
2. (i) Construction of any of the Common Areas shall not commence, (ii) the Town's Building Inspector shall not issue a building permit for a new habitable structure on any lot (a "Building Permit") (excluding Building Permits to improve the existing structures identified as Assessor's Map 39, Lot 8), and (iii) no lot shall be sold to a person other than the Applicant, in each such case unless and until the Applicant shall have:
 - (a) Recorded the Recording Plans and this Certificate of Approval with the Essex County (Southern District) Registry of Deeds;
 - (b) Executed and delivered to the Planning Board a Restrictive Covenant in the form appended hereto as Exhibit C and incorporated herein by reference (the "Covenant"), and recorded the same with said Deeds (which recording shall be deemed to have occurred by the execution of said Exhibit C and its recording, as so executed, along with this Certificate of Approval as provided in clause (a) above); and
 - (c) Informed the Planning Board in writing of the recording references of the foregoing instruments.
3. The Applicant and/or Owner shall perform and/or observe all of the provisions of the Covenant.
4. No building permits shall be issued or any construction in the subdivision allowed until approval for such work has been obtained from the Conservation Commission for areas affected by the Wetlands Protection Act, the Town of Wenham Water Resource Protection Bylaw and the DEP Stormwater Standards. Lots subject to the jurisdiction of the Conservation Commission shall have individual Orders of Condition. Orders of Conditions shall be required for the roadways and common infrastructure of the project.
5. Areas disturbed for roadway infrastructure construction shall be loamed and seeded during construction as soon as possible.
6. During construction, streets shall be swept and catch basin sumps shall be cleaned regularly, at least twice a year.
7. The Applicant shall maintain all portions of any public way used for construction access free of soil, mud or debris deposited due to use by construction vehicles associated with the subdivision, and shall regularly sweep such areas as necessary.

8. During construction, the open space shall not be used for storage of construction vehicles, stockpiling of loam or other material, or any other use incompatible with its future use.
9. Prior to clearing of trees, for roadway construction, the Tree Warden will inspect to determine which tree(s) will need to be removed as a result of clearing and grading for the street and driveways. This work shall be performed at the front of each Lot. The Owner shall replace a minimum of two (2) Street Trees in the front of each Lot to be located either on the Lot or in the Street Layout consistently throughout the development. Should the Tree Warden elect to require all Street Trees to be located on the Lots, such Street Trees shall be maintained by the homeowner. In the event that the Tree Warden elects to require all Street Trees to be located in the Street Layout, maintenance shall be performed by the Town of Wenham.
11. No certificate of occupancy for any habitable structure on any individual Lot shall be issued unless and until a lamp post, equipped with an automatic photoelectric lamp and/or a suitable automatic timer, shall have been installed and be operable within five feet of such Lot's front lot line. All trash pick-up by the Town from any individual Lot shall occur from the new Roadway.
12. The Owner or its representative shall from time to time during construction provide such benchmarks of property elevations on plan profile sheets as prudent construction practice shall dictate.
13. Each house in the development shall be equipped with a Residential Fire Suppression Sprinkler System.
14. Prior to acceptance of the Roadway by the Town, the Owner shall grant to the Town any drainage easements shown on the Plan.
15. If applicable, prior to the sale of any Lot, the Owner shall provide, in documents to be recorded, that the owners of such lots shall have the affirmative and continuing obligation to construct, maintain and, if necessary, replace the "recharge basins" shown on the Plans. Furthermore, the Owner or its representative shall provide any buyer with literature informing them of (i) the intent of the recharge basins and (ii) the importance of maintaining their roof drains to ensure the long term functionality of the recharge basins.
16. All work shown on the approved plans shall be completed within three (3) years from the date hereof. The Planning Board may extend this deadline for good cause, upon request of the Applicant.
17. This Certificate of Approval is intended to run with the land of the subdivision. As used herein, the "Applicant" shall mean and refer to the record owner or owners of the subdivision or applicable portion thereof, and such owner's or owners' successors or assigns. The provisions hereof shall be for the benefit of and enforced only by the Town of Wenham and the Planning Board. Any time period specified in this Certificate of Approval shall not include such time as may be required to pursue or await the determination of an appeal, whether referred to in Section 81BB or Chapter 41 of the General Laws, or otherwise.

18. Certain contiguous lots in the Subdivision are subject to an open space easement as identified on the Plan. They are Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 16, and 18. The ownership of the open space easement shall vest with the Homeowner's Association Trust. The open space easement is so designated to help maintain the rural character of the parcel and shall be subject to a recorded restriction enforceable by the Homeowner's Association Trust. The Homeowner's Association Trust and this restriction shall be recorded prior to the issuance of the first building permit.
19. The Applicant shall be required to obtain individual special permits from the Planning Board for individual lots that do not comply with the grading requirements of 9.3 and 10 of the Wenham Zoning Bylaw.
20. The Planning Board shall retain a qualified engineer, at the Applicant's expense, to inspect all roadway construction and project infrastructure and to ensure such construction is in accordance with the Plans. The Applicant shall, upon request of the Planning Board, deposit the funds necessary to cover the costs associated with inspection pursuant to M.G.L. c. 44, § 53G.
21. A Special permit shall be obtained from the Planning Board for earth removal, if necessary, under the provisions of Section 10 of the Zoning By-Law.
22. Affordable Units. The Applicant has agreed that two (2) of the nineteen (19) permitted lots shall house two or, preferably, three affordable units. The affordable units in this project create needed non-age restricted affordable housing. The existing ANR Lot on Dodge Row and Lot 18 are designated as affordable units affordable to households 80% of the median income. Further, the Applicant has agreed to use reasonable efforts to build a duplex unit on Lot 18. The affordable homes shall be administered by the Town of Wenham Affordable Housing Trust or such other organization agreeable to that Trust and the Applicant and may be for sale or rental units. Affordable housing restrictions shall be placed on the affordable homes in perpetuity if the homes are to be sold and for at least thirty (30) years if the homes are to be held as affordable rentals. All Affordable Units will be governed by a deed restriction in accordance with DHCD requirements.
23. The Applicant shall record the Covenant within thirty (30) days of recording any deed or deeds conveying ownership of the Property from the Record Owner to the Applicant.

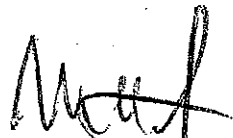
Signed this 3rd day of December, 2015.

WENHAM PLANNING BOARD



Donald J. Kellam

Stephen B. Kavanagh



Virginia Rogers

The above decision was recorded with the Town Clerk of the Town of Wenham on _____, and twenty (20) days thereafter have elapsed without the filing of any appeal.

Town Clerk

RECEIVED TOWN CLERK
WENHAM, MA 01984
2016 JAN -5 PM 2:03

EXHIBIT A

Legal Description

All that certain land, together with the buildings and improvements thereon, located on the easterly side of Dodge Row in the Town of Wenham, County of Essex and Commonwealth of Massachusetts, shown as Lots 1 – 18 (inclusive) and Spring Hill Farm Road and Angus Circle, as shown on a series of plans consisting of 15 sheets and entitled, "Definitive Plan/Spring Hill Farms/Wenham, Mass.", drawn by Hayes Engineering, Inc., dated May 21, 2014, as last revised November 10, 2014, as endorsed by the Planning Board of the Town of Wenham, and recorded with the Essex County (Southern District) Registry of Deeds concurrently herewith, comprising approximately 26+/- acres.

EXHIBIT B

Waivers Granted

Section	Requirement	Reason for Granting Waiver
3.2.1.2.9 & 3.3.3.6	Aerial photos shall be provided with submission	Sufficient aerial photos are available in the Assessors' office.
3.3.3.7	Letter designation of proposed streets shall be shown in pencil in lieu of street names and list of proposed street names shall be submitted to the Planning Board for approval.	Proposed street names included on plan in ink are sufficient. Street names have been reviewed with the Wenham Police and Fire Departments.
3.3.3.15.1	All existing and proposed intersections and sidewalks, etc. shall be shown with all proposed grade elevations	Proposed elevations at intersections and sidewalks on topographic plans are sufficient.
3.3.3.17.2	Utility plan shall show curbs and curb dimensions	Dimension for sloped granite curb are shown on Roadway Cross Section and on Detail Sheet
3.3.3.18.1	Drainage calculations shall be based on the rational formula	Drainage calculations shall be based on the TR55 and TR20 methods recommended by the U.S. Soil Conservation Service
3.3.3.19.1	Show location and species of all proposed street trees and all existing trees with trunks over 12" in diameter within the minimum front setback distance as provided in Section 4.5	A minimum of two trees will be located in the front yard of each Lot, as provided in the Decision and the Board considered the recommendations of the Tree Warden (See Covenant)
3.3.7.1	Improvements shall be completed within two (2) years	Improvements must be completed in three (3) years as provided in the Covenant, because the scope of the project warrants such
4.1.5.3	Where changes in grade exceed one-half of one percent (0.5%) vertical curves will be provided	Street grades and curves are shown on the plan

Section	Requirement	Reason for Granting Waiver
4.1.5.6	Where a grade is four percent (4%) or greater within one hundred and fifty feet (150') of the intersection of street and right of way lines, there shall be provided in a residential subdivision containing only single family dwellings, a leveling area of at least seventy five feet (75') with a maximum grade of three percent (3%) and in all other subdivisions, a leveling area of at least two hundred feet (200') with a maximum grade of two percent (2%)	Applicant has provided a leveling area of 50 feet which the Planning Board found sufficient
4.1.6.3	Any dead-end stets in excess of five hundred feet (500') shall be in Low Density Areas and shall not serve more than six (6) dwelling units and unless there are suitable turning and passing areas for fire vehicles shall not exceed further than five hundred feet (500") from the street from which it originates	Other examined alternatives such as looping created undesirable slopes excessive cut & fill. The plan is the best design for the site having reviewed alternatives
4.5.1	Any clearing, cutting, etc. of trees 12" or over in diameter located in the minimum front setback shall be prohibited unless deemed proper by the Planning Board and shall be shown on the plan.	Trees removed within the front setback are likely to be limited to areas of driveway or septic design and roadway slope
5.1	No street through private property should be accepted by the Town unless constructed and completed in accordance with Standard Cross Section, Street Layout Plan and Profile	Street construction as designed is sufficient and shall be eligible for acceptance by the Town subject to appropriate standards to be shown on as-built plans
5.2.2.1	The minimum width of pavement shall be in accordance with the table shown in 5.2.2.1	Street widths provided are sufficient.
5.2.3.1 & Schedule B	8" gravel sub-base shall extend to sideline	8" gravel sub-base to sideline would require unnecessary clearing and potential erosion. 8" of gravel shall be required only 1' beyond curb or beyond sidewalk, as applicable. This waiver does not alter the requirement for 12" of gravel beneath the roadway pavement

Section	Requirement	Reason for Granting Waiver
5.4.1.1.2	At least 3' of cover will be required over drain pipes	Topography and the desire to capture the maximum possible amount of runoff requires less than 3' of cover in some areas. Any drain pipes with less than 3' of cover shall be constructed with Class V pipe
5.5.1	Sidewalks shall be constructed within the subdivision along the full length of each side of each street and around the outside turnaround, and at other locations within the subdivision as shown on the approved Definitive Plan, except as provided in Section 4.9	One side of the street is sufficient and sidewalks are not generally required on local streets because safety does not warrant it
5.7.1	Unless otherwise specified by the Planning Board, granite curbs as required in Section 4.2 shall be installed in accordance with the construction methods outlined in Section 5.1	Roadway design, with sloped granite curb, is sufficient as provided
5.10.1	Street trees shall be planted on each side of a street in a subdivision, except where Definitive Subdivision shows trees to be retained which are healthy and adequate	See Paragraph #9 of the Decision
5.10.2	Street trees shall be planted in the unpaved portion of the right of way at approximately 40' intervals	See Paragraph #2 of the Covenant
5.17.2	Planning Board may require that Developer provide a full time Clerk of the Works	Scope of project does not warrant full time oversight

EXHIBIT C

Restrictive Covenant Spring Hill Farms, Wenham, Massachusetts

This Restrictive Covenant ("Covenant") is entered into between the Planning Board of the Town of Wenham (the "Planning Board") and Spring Hill Ventures, LLC, with an address of 54 Dodge Street, Beverly, Massachusetts 01915 (the "Owner"). The Planning Board has approved a definitive subdivision plan entitled: "Definitive Plan / Spring Hill Farms / Wenham, Mass (Sheet 1 of 15)", prepared for Spring Hill Ventures, LLC, dated May 21, 2014, revised through November 11, 2014, prepared by Hayes Engineering, Inc. (the "Plan"), which plan is to be recorded herewith in the Essex South Registry of Deeds. The Board has approved the Plan subject to this Covenant to be recorded with the Plan.

In consideration of the Planning Board's approval of the Plan without requiring a performance bond, and in consideration of one dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Owner, in accordance with clause (3) of the seventh unnumbered paragraph of M.G.L. c. 41, § 81U, hereby covenants and agrees with the Town of Wenham as follows:

1. No lot in the Subdivision (a "Lot") will be transferred or conveyed, no building permit shall be applied for and no new permanent building will be erected or placed on any Lot, until all of the work required by the Application for Approval of Definitive Subdivision (the "Application"), the Subdivision Control Law and the Planning Board's Rules and Regulations governing this subdivision (the "Applicable Rules"), the certificate of approval and the conditions of approval specified therein, and the Plan as approved and qualified by the certificate of approval (collectively, the "Certificate of Approval"), and this Covenant, has been completed or a release of this Covenant executed by a majority of the members of the Planning Board has been duly recorded with the Essex South Registry of Deeds, and if the aforesaid work has not been completed, appropriate surety has been posted for the completion of said work.
2. Nothing herein will be deemed to prohibit conveyance by a single deed subject to this Covenant of the Lots. This provision does not authorize the conveyance of a portion of the lots subject to this Covenant.
3. (a) The Owner or its representative may provide the Planning Board with a proposed budget (a "Budget") for completion of the Work as set forth on Appendix B attached hereto (the "Work"). Such Budget shall include a line item description of each component of the Work; the cost reasonably believed by the Owner or its representative to be necessary to complete such component in accordance with the Application, the Applicable Rules, the Certificate of Approval and this Covenant, and the appropriate time frame for the completion of each such component. Without limitation, the Budget (i) shall include a "reserve" line item for any reseedling that may become necessary, and (ii) shall include a "contingency" line item equal to five percent (5%) of the total amount otherwise shown on the Budget.

(b) Upon the submission of a Budget to the Planning Board, the Planning Board shall have forty-five (45) days to approve or disapprove of the Budget in writing, and a failure to so approve or disapprove within such forty-five (45) day period shall be deemed to constitute an approval of the Budget. Any disapproval shall include a statement of the amounts and/or time frames that the Planning Board reasonably believes would be more appropriate for the line item(s) applicable thereto. In connection with its review of a Budget, the Planning Board may engage a licensed expert consultant to advise the Planning Board and the reasonable fee for such consultant's services shall be paid by the Owner or its representative. The foregoing approval or disapproval shall be sufficient if signed by a majority of the members of the Planning Board.

(c) Notwithstanding anything to the contrary in clause (a) above, in order to secure the Owner's obligations under Section 4 above, each Budget shall also include a line item amount for the provision of two (2) trees per lot to be located on the front portion of each lot in lieu of street trees. Said trees may, at the Owner's reasonable discretion, be new trees or existing trees.

(d) Following the approval of the Budget, if the Owner seeks to obtain a release of this Covenant as described in paragraph (e) below, the Owner shall provide the Planning Board with security for the total amount reflected in the Budget ("Security"), such Security to be in accordance with the provisions of the seventh unnumbered paragraph of M.G.L. c. 41, § 81U and otherwise in the form of one or a combination of (i) a bond or surety pursuant to Section 3.3.7.2 of the Rules and Regulations and/or (ii) Tri-Partite Agreement pursuant to Section 3.3.7.4 (a "Tripartite Agreement"; provided that (i) any such Tripartite Agreement may be in the form of Appendix C attached hereto, (ii) the escrow agent under any such Tripartite Agreement shall have been approved by the Planning Board, which approval shall not have been unreasonably withheld or delayed, (iii) the applicable Budget shall form the basis for Schedule B to such Tripartite Agreement (with the Holdback Funds (as defined in and under such Tripartite Agreement) being equal to the applicable "contingency" line item shown in the Budget), and (iv) such Tripartite Agreement shall provide that the Work that is the subject thereof be scheduled for completion by no later than three (3) years from the date of the Certificate of Approval referred to above.

(e) Upon the delivery of such Security for the Work, the Planning Board shall deliver to the Owner a release from the provisions of this Covenant for the respective Lots eligible to be released with respect to such Work as further set forth on Appendix B. Such release shall be in recordable form and shall be conclusive evidence of the Planning Board's release of the Lots referred to therein if signed by a majority of the members of the Planning Board and recorded with the Essex County (Southern District) Registry of Deeds.

(f) In the event the Town of Wenham, in the exercise of its rights hereunder, under any Security or under the Rules and Regulations, undertakes to perform any of the Work, the Town shall be entitled to exercise, on behalf of the Owner, all rights of the Owner and its representative under the Certificate of Approval and/or any of the easements described herein.

4. In the event that the Owner sells the Subdivision to an unrelated third party prior to the construction of the Roadway, then the Town shall have the right to engage an independent engineer, at the Owner's expense, to inspect, on a schedule which is reasonable for a project of this size and type, the construction of the Roadway and related infrastructure which will eventually be accepted by the Town of Wenham
5. The terms and provisions of this Covenant shall be binding upon the successors and assigns of the parties hereto, and it is the intention of the Owner and it is hereby understood and agreed by the Owner that this Covenant shall constitute a covenant running with the land in the Subdivision and shall operate as restrictions upon said land until released as provided herein. This Covenant shall be for the benefit of and enforced only by the Town of Wenham and the Planning Board.
6. A deed of any part of the subdivision in violation of this Covenant shall be voidable by the grantee prior to the release of the covenant; but not later than three (3) years from the date of such deed, as provided in M.G.L. c. 41, § 81U.
7. The undersigned Owner represents that it is the owner in fee simple of all of the land in the Subdivision and that there are no mortgages of record or otherwise on any of said land that shall have priority over this Covenant.

For the title to the Property, see the quitclaim deed to Beverly Trust dated December 31, 1997, and recorded with the Essex South District Registry of Deeds (the "Registry") in Book 14538, Page 149; the quitclaim deed to 79 Dodges Row Trust dated December 31, 1997, and recorded with the Registry in Book 14538, Page 144; and the quitclaim deed to West Trust dated December 10, 1997, and recorded with the Registry in Book 14517, Page 327 and deed or deeds recorded herewith.

Executed as of the _____ day of _____, 2015.

Spring Hill Ventures, LLC

Eric A. Katz, Manager

Michael McNiff, Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this _____ day of _____, 201__ before me, the undersigned notary public, personally appeared Eric A. Katz, Manager of Spring Hill Ventures, LLC, proved to me through satisfactory evidence of identification, which was ☐photographic identification with signature issued by a federal or state governmental agency, ☐oath or affirmation of a credible witness who is personally known to me and who has stated to me that he/she is unaffected by the document or transaction and that he/she knows the person whose name is signed on the preceding document, ☐personal knowledge of the undersigned, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that it was his/her free act and deed as Manager as aforesaid.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this _____ day of _____, 201__ before me, the undersigned notary public, personally appeared Michael McNiff, Manager of Spring Hill Ventures, LLC, proved to me through satisfactory evidence of identification, which was ☐photographic identification with signature issued by a federal or state governmental agency, ☐oath or affirmation of a credible witness who is personally known to me and who has stated to me that he/she is unaffected by the document or transaction and that he/she knows the person whose name is signed on the preceding document, ☐personal knowledge of the undersigned, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that it was his/her free act and deed as Manager as aforesaid.

Notary Public:
My Commission Expires:

Approved and accepted by the Wenham Planning Board:

Date: _____

COMMONWEALTH OF MASSACHUSETTS)

County of Essex, ss.

On this _____ day of _____, 201__ before me, the undersigned notary public, personally appeared _____, one of the above-named members of the Planning Board for the Town of Wenham proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness who is personally known to me and who has stated to me that he/she is unaffected by the document or transaction and that he/she knows the person whose name is signed on the preceding document, ☐ personal knowledge of the undersigned, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that it was his/her free act and deed as one of the above-named members of the Planning Board for the Town of Wenham.

Notary Public:
My Commission Expires:

APPENDIX A TO COVENANT

Legal Description

All that certain land, together with the buildings and improvements thereon, located on the easterly side of Dodges Row in the Town of Wenham, County of Essex and Commonwealth of Massachusetts, shown as Lots 1 – 18 (inclusive) and Spring Hill Farm Road and Angus Circle, as shown on a series of plans consisting of 15 sheets and entitled, "Definitive Plan/Spring Hill Farms/Wenham, Mass.", drawn by Hayes Engineering, Inc., dated May 21, 2014, as last revised November 10, 2014, as endorsed by the Planning Board of the Town of Wenham, and recorded with the Essex County (Southern District) Registry of Deeds concurrently herewith, comprising approximately 26+/- acres.

APPENDIX B TO COVENANT

Description of Work

	General Description of Work	Lots to be Released
	Spring Hill Farm Road and Angus Circle: Construction of roadways including all clearing, underground utilities (including water mains), drainage structures and associated grading, road grading, rough finish paving, sidewalks, loaming and seeding and placement of berms or curbs as prescribed	Lots 1 through 18 inclusive

APPENDIX C TO COVENANT
TRIPARTITE ESCROW AGREEMENT

Re: Definitive Subdivision Plan

Spring Hill Farms

Record Owner: Spring Hill Ventures, LLC
54 Dodge Street, Beverly, Massachusetts 01915

IN CONSIDERATION of the Town of Wenham Planning Board's releasing Lots 1 – 18, inclusive, from the provisions of that certain Restrictive Covenant dated _____, 2015 and recorded with the Essex South Registry of Deeds at Book _____, Page _____ (the "Covenant"), which instrument is applicable to the development of said Lots as shown on a definitive subdivision plan (the "Record Plan") entitled, "Definitive Plan/Spring Hill Farms/Wenham, Mass." dated May 21, 2014, as last revised November 10, 2014, prepared by Hayes Engineering, Inc., consisting of fifteen (15) sheets, and recorded with the Essex South Registry of Deeds at Plan Book _____, Plan _____, _____ (the "Bank") hereby agrees that it will hold, in escrow, in the name of Spring Hill Ventures, Inc (the "Developer"), the sum of \$ _____ (the "Escrow Funds"), in lieu of a bond in the same amount, for the Town of Wenham, acting by and through its Planning Board (the "Planning Board") and its Department of Public Works, for the construction and installation of streets and appurtenant facilities, including clearing, stripping, grading, landscaping and the construction and installation of berms, grass plots, drainage facilities, culverts, utilities (including a system of water mains) and bounds, all in accordance with (i) the Record Plan, (ii) the related plans identified in **Schedule A** appended hereto and incorporated herein by reference, (iii) the Application under which said Record Plan and related plans were submitted to the Planning Board (as amended), and (iv) the Planning Board's Rules and Regulations Governing the Subdivision of Land (subject to such waivers as the Planning Board has granted pursuant to the Certificate of Approval), all to the extent set forth in **Scheduled B** appended hereto and incorporated herein by reference.

The Bank agrees to disburse the Escrow Funds to the Developer only upon receipt of written notification from the Planning Board of its acceptance of work done in accordance with the payment schedule herein. The Bank shall have the right to rely on said written notification from the Planning Board without further inquiry and shall be relieved of liability to the Developer and to the Planning Board for its actions taken in good faith reliance thereon. The Bank's liability hereunder shall be reduced as said disbursements are made in accordance with such notifications, and the Bank's liability shall then be limited to undisbursed Escrow Funds. The written notification of the Planning Board described above shall be sufficient if signed by the Chairman of the Planning Board or by a majority of the members of the Planning Board.

The proposed construction and disbursement schedule will be as set forth in **Schedule B** appended hereto.

If the work referred to above is not completed in the manner herein provided within the time provided for in the Planning Board's Certificate of Approval, the Bank will release to the Town of Wenham the balance of the Escrow Funds for the purposes of completing such work without recourse to the Bank.

Upon completion of the work as set forth herein and expiration of the Holdback Period (as defined below), the Developer and the Bank shall receive a written release from the Planning Board of their obligations hereunder, whereupon all undisbursed Escrow Funds shall be forthwith paid to the Developer and this Tripartite Escrow Agreement shall terminate and become null and void, without further recourse to any party hereto.

The undersigned acknowledge and agree that, in accordance with the Planning Board's request, \$_____ of the Escrow Funds (the "Holdback Funds"), as set forth in **Schedule B** under the category of "contingency", shall be held until the earlier of the following to occur (the "Holdback Period"): (i) eighteen (18) months following the application of the finish top coat of pavement in the construction of each of the streets within the subdivision, or (ii) acceptance of the streets of the subdivision by the Town Meeting of the Town of Wenham without condition.

In the event that the Planning Board and the Developer are in disagreement as to the Bank's time or obligation for performance hereunder, then the Bank shall have the right to either (a) file an action of interpleader with any court of competent jurisdiction, deliver the Escrow Funds to such court, and be absolved of any further obligation hereunder, except as otherwise ordered by such court, or (b) otherwise continue to hold the Escrow Funds until further directed in writing by all such parties or a court of competent jurisdiction.

This Agreement is subject to extension in writing upon the request of the Developer and the acceptance of same by the Planning Board with the Bank's consent, which consent shall not be unreasonably withheld or delayed.

EXECUTED as a sealed instrument this _____ day of _____, 2015.

WITNESS:

{Name of Bank}

By: _____

Name:

Title:

Hereunto duly authorized

Spring Hill Ventures, LLC

By: _____

Eric A. Katz

Manager

By: _____

Michael McNiff

Manager

THE ABOVE TERMS AND CONDITIIONS ARE ACCEPTED AND AGREED TO:

WENHAM PLANNING BOARD

Dated: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Schedule A to Tripartite Escrow Agreement

Related Plans

A series of plans (the "Plans") drawn by Hayes Engineering, Inc., dated May 21, 2014, revised through November 11, 2014 entitled respectively:

- (a) "Definitive Plan / Spring Hill Farms / Wenham, Mass." (Sheet 1 of 15) (the "Recording Plan")
- (b) "Definitive Plan & Profile / Spring Hill Farms / Wenham, Mass." (Sheet 11-13)
- (c) "Topographic Plan / Spring Hill Farms / Wenham, Mass." (Sheet 8-10)
- (d) "Detail Sheet / Spring Hill Farms / Wenham, Mass." (Sheet 14-15)
- (e) "Existing Conditions Plan / Spring Hill Farms / Wenham, Mass." (Sheet 2-4)

Schedule B to Tripartite Escrow Agreement

Construction / Disbursement Schedule

Item

Completion Date

Amount

BOARD OF SELECTMEN MEETING

January 22, 2019

NEW BUSINESS

D.

**Other matters, as may not have been reasonably
anticipated by the Chair
(Discussion Only)**

BOARD OF SELECTMEN MEETING

January 22, 2019

OLD BUSINESS

E.

One Day Liquor License Request

Molly Martins, Academy of Penguin Hall, 36 Essex Street

Essex County Community Foundation

Membership Council Meeting & Workshop

Monday, January 28, 2019, 4:00pm – 8:30pm

(5 Minutes)

- Draft Motion
- Completed Application
- Certificate of Insurance
- ServeSafe Certification
- Check for \$50
- Email recommendations – Jeff Baxter, Captain, WFD; Kevin DiNapoli, Chief, WPD; Jackie Bresnahan, Permitting Coordinator & Special Projects Manager

BOARD OF SELECTMEN MEETING

January 22, 2019

DRAFT MOTION **One-Day Liquor License**

- Vote: I move the Board of Selectmen approve a One-Day (All Alcoholic Beverages) Liquor License for Molly Martins for the Essex County Community Foundation's Membership Council Meeting to be held at the Academy at Penguin Hall, 36 Essex Street, Monday, January 28, 2019 from 4:00pm – 8:30pm.

Seconded / Discussion/ Vote

JW



Town of Wenham
Board of Selectmen

Application for Special License
(One Day) Liquor License

Please note applications for a Special Liquor License must be received by the Board of Selectmen at least **30 calendar days** prior to your function. This application may **not** be used for wine tasting events.

Event Title:	<i>ECCF Reception</i>
Date of Event:	<i>1/28/2019</i>
Start Time:	<i>4pm</i>
Expected End Time:	<i>8:30pm</i>
Address of Event:	<i>36 Essex St.</i>
# of People Expected to Attend:	<i>50</i>
Open to Public or Private Event?	<i>Private</i>
Type of Event? <small>(fundraiser, party, golf tournament, etc.)</small>	<i>Leadership Council Meeting & Workshop</i>
Event Location Description: <small>(private home, public area, function hall, etc.)</small>	<i>Private school</i>
Indoor or Outdoor Event?	<i>Indoor</i>
Bar or Liquor Service Vehicles?	<i>No</i>
Contact Name:	<i>Molly Martins</i>
Company/Organization Name:	<i>The Academy at Penguin Hall</i>
Phone Number:	<i>978 536 1171</i>
Email Address:	<i>mmartins@penguinhall.org</i>

Requesting a License for Sale of:

☒ All Alcoholic Beverages (non-profits only) \$50 ☐ Malt and Wine (for profit companies) \$100

The Licensed Activity or Enterprise is:

☒ Non-Profit (May sell all forms of liquor) ☐ For Profit (May sell wines and malt beverages only)

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees? *No*

Please inform the Wenham Police Department of your function if your expected attendees will exceed 75 guests at least one week prior to your event, as a police detail may be required. All outdoor events will require a designated area for liquor consumption and a police detail if open to the general public regardless of the number of attendees.

Please include a check with your application made payable to the "Town of Wenham" for the designated license fee (\$50 non-profits / \$100 all others).

Molly Martins
Signature

1/7/19
Date

Molly Martins
Print Name

ServSafe
National Restaurant Association

**BOSTON
FOOD SAFETY**

BostonFoodSafety.com
(978) 710-0128

ServSafe® CERTIFICATION

ANTONIO BETTENCOURT

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

17146588

CERTIFICATE NUMBER

10668

EXAM FORM NUMBER

11/20/2018

DATE OF EXAMINATION

11/20/2023

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006 Regulation A1.2, Regulation 3.2, Standard A3.2.

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17110811

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2019

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

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

PRODUCER DeSanctis Insurance Agcy, Inc. 100 Unicorn Park Drive Woburn, MA 01801	CONTACT NAME:	
	PHONE (A/C, No, Ext): 781-935-8480 FAX (A/C, No): 781-933-5645 E-MAIL ADDRESS:	
INSURED The Academy at Penguin Hall, Inc. 36 Essex St. Wenham, MA 01984	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company	19259
	INSURER B : Travelers	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2207634	05/31/2018	05/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A9106692	05/31/2018	05/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NONE			S2207634	05/31/2018	05/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC9033357 MA	05/31/2018	05/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	EPLI/D&O			106526604	05/31/2018	05/31/2019	Limits \$1M/\$1M Agg

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

Coverage for School operations at 36 Essex st., Wenham, MA. "Additional insureds limits are no greater than those required by written contract" Town of Wenham is an additional insured as respects to the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

Town of Wenham 138 Main Street Wenham, MA 01984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

The Academy at Penguin Hall
36 Essex Street
Wenham, MA 01984

Georgetown Bank
Georgetown, MA 01833
53-7135/2113

0477

1/7/2019

PAY TO THE ORDER OF Town of Wenham

\$**50.00

Fifty and 00/100*****

DOLLARS

Town of Wenham
138 Main Street
Wenham, MA 01984

MEMO

Cheryl B. Marks

The Academy at Penguin Hall
Town of Wenham

0477

Date	Type	Reference	Original Amt.	Balance Due	1/7/2019 Discount	Payment
1/7/2019	Bill		50.00	50.00		50.00
					Check Amount	50.00

Georgetown.OP

50.00

Nicole Roebuck

From: Kevin Dinapoli
Sent: Wednesday, January 09, 2019 8:44 AM
To: Nicole Roebuck
Subject: RE: One Day Liquor License Request - Academy of Penguin Hall, January 28, 2019

Received...no issues on my end.

Captain Kevin J. DiNapoli
Wenham Police Department
1 Friend Court
Wenham, MA 01984
(978) 468-5500 Ext. 221

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From: Nicole Roebuck
Sent: Tuesday, January 08, 2019 6:29 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter; Jacqueline Bresnahan
Subject: One Day Liquor License Request - Academy of Penguin Hall, January 28, 2019

Attached is a One Day Liquor License application from Molly Martins at the Academy of Penguin Hall for their Membership Council event being held Monday, January 28th from 4:00pm – 8:30pm. All required documentation has been received.

Please let me know you received this request and respond with any additional questions and/or your recommendation for approval.

Thanks very much,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

Town of Wenham
138 Main Street, Wenham, MA 01984
978-468-5520 x2

Nicole Roebuck

From: Jacqueline Bresnahan
Sent: Thursday, January 10, 2019 4:12 PM
To: Jeff Baxter; Nicole Roebuck; Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh
Subject: RE: One Day Liquor License Request - Academy of Penguin Hall, January 28, 2019

Hi Nicci,
Brian inspected today and is all set with this application.
Thanks,
Jackie

Jackie Bresnahan
Permitting Coordinator and Special Projects Manager
Town of Wenham
138 Main Street – (978)468-5520 x. 4
permitting@wenhamma.gov

From: Jeff Baxter
Sent: Thursday, January 10, 2019 4:08 PM
To: Nicole Roebuck; Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jacqueline Bresnahan
Subject: RE: One Day Liquor License Request - Academy of Penguin Hall, January 28, 2019

Nicci
After Building inspection today. They are all set for the permit.

Thank you,
Jeffrey Baxter
Captain

Wenham Fire Department
140 Main St.
Wenham, MA 01984
Ph: 978-468-5508
Fax: 978-468-5509
Email: jbaxter@wenhamma.gov

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BOARD OF SELECTMEN MEETING

January 22, 2019

OLD BUSINESS

F.

Review of Warrant Articles

(60 minutes)

- Potential 2019 ATM Warrant Articles, January 16, 2019
- Article 5: Potential Creation of New Special Purpose Stabilization Fund for School Enrollment Shift and Related Operation Override
 - Special Purpose Stabilization Funds, Division of Local Services, MA Department of Revenue, February 2016
 - MGL Ch. 40 Sec. 5B Stabilization Funds; Establishment
 - Additional Budget Impact Due to Enrollment Shift, December 4, 2018
- Article 13: Increase in Veterans Tax Work-Off Abatement Amount from \$1,000 to \$1,500/year
 - Town of Wenham Veterans Property Tax Work-Off Program, April 18, 2017
 - Press Release: Governor Baker Signs BRA VE Act to Strengthen Services and Supports for Commonwealth's Veterans, Mass.gov, August 28, 2018
 - Town of Wenham Senior Citizen Property Tax Work-Off Program
- Article 14: Local Acceptance of MGL Ch. 40 Sec. 13D re. Establishment of Compensated Absences Reserve Fund & FY20 Appropriation (\$25k) to new Reserve Fund
 - M.G.L. Chapter 40, Section 13D: Reserve Fund for Future Payment of Accrued Liabilities for Compensated Absences Due Employee or Officer of Town Upon Termination of Employment
- Article 15: Increase in Iron Rail Building Rental Revolving Funds Spending Limit (from \$25k to \$30k/year)
 - Email regarding Wenham BAN Borrowing from Leslie Davidson, Former Finance Director & Treasurer/Collector, May 14, 2018
 - Competitive Note Sale Worksheet, Hilltop Securities, May 14, 2018

BOARD OF SELECTMEN MEETING

January 22, 2019

OLD BUSINESS

F.

Review of Warrant Articles

(60 minutes)

- Article 21: General Bylaw Amendment – Prohibiting Discharge of Water from Private Property onto Public Ways (Chapter V)
 - Email regarding Water Discharge into Roads from Lauren Goldberg, December 31, 2018
- Article 22: Zoning Bylaw Amendment: Definitions (2.2)
- Article 23: Zoning Bylaw Amendment: Table of Use Regulations (4.0)
- Article 24: Zoning Bylaw Amendment: Principle Uses (4.2)
- Article 25: Zoning Bylaw Amendment: Parking and Storage of Commercial & Recreational Vehicles (4.3.6.3)
- Article 26: Zoning Bylaw Amendment: Site Plan Review Applicability (13.5)
- Article 27: Zoning Bylaw Amendment: Signs (7)
- Article 28: Small and Medium Scale Ground Mounted Solar Photovoltaic Installations

Potential 2019 ATM Warrant Articles
January 16, 2019

* Important to note that this is a preliminary draft

Art 1: FY20 Budget Appropriation

Art 2: Use of Free Cash to Balance Budget (up to \$700k)

Art 3: HWSRD Operating Override

Art 4: Potential Town "Above Level Service" Operating Override

**Art 5: Potential Creation of New Special Purpose Stabilization Fund for
School Enrollment Shift and Related Operating Override**

Art 6: Potential HWRSD Capital Debt Exclusion (up to \$3.1M in CIP and/or
Longmeadow Acquisition)

Art 7: Potential Town Capital Improvement Program Funded by Free Cash

Art 8: Acceptance of Cemetery & Other Trust Funds

Art 9: Cemetery Maintenance Fund Transfer

Art 10: Ch 90 Road Work Funding (\$150k)

Art 11: Annual Appropriation of Commonwealth Transportation
Infrastructure Fund balance (\$541.90)

Art 12: Transfer of \$35k from FY20 Water Operating Budget to Water
Capital Reserve Fund

Comment [PL1]: Potential Consent Calendar
Items

Art 13: Increase in Veterans Tax Work-off Abatement Amount from \$1000
to \$1500/year

Art 14: Local Acceptance of MGL Ch 40 Sec 13D re. Establishment of
Compensated Absences Reserve Fund & FY20 Appropriation (\$25k) to new
Reserve Fund

Art 15: Increase in Iron Rail Building Rental Revolving Funds Spending Limit
(from \$25k to \$30k/year)

Art 16: New General Bylaw – Enforcement of Smoke-Free Workplace and Creation of New Revolving Fund for Intervention/Education Cessation

Art 17: CPA Appropriations (X # of projects, plus standard annual minimum transfers)

Art 18: New General Bylaw – Stormwater Management to Comply with New Federal MS4 Permitting Requirements

Art 19: General Bylaw Amendment - Historic District Commission (Chapter XXV)

Art 20: General Bylaw Amendment - Non-Criminal Disposition (Chapter XIX)

Art 21: General Bylaw Amendment - Prohibiting Discharge of Water from Private Property onto Public Ways (Chapter V)

Art 22: Zoning Bylaw Amendment – Definitions (2.2)

Art 23: Zoning Bylaw Amendment – Table of Use Regulations (4.0)

Art 24: Zoning Bylaw Amendment – Principle Uses (4.2)

Art 25: Zoning Bylaw Amendment – Parking and Storage of Commercial or Recreational Vehicles (4.3.6.3)

Art 26: Zoning Bylaw Amendment – Site Plan Review Applicability (13.5)

Art 27: Zoning Bylaw Amendment – Signs (7)

Art 28: Zoning Bylaw Amendment – Small and Medium Ground Mounted Solar Photovoltaic Installations

Art 29: Creation of 1 Associate Planning Board position

Art 30: Acceptance of Settlers Lane as Public Way

Art 31: Elections

For cities and towns subjected to criticism for operating in perpetual crisis mode, allowing municipal assets to deteriorate, or general shortsightedness, special purpose stabilization funds can provide an effective planning tool. Under [M.G.L. c. 40 §5B](#), municipalities can create multiple stabilization funds, assign a different purpose to each, and take advantage of a unique funding option.

For instance, a community could establish a fund to pay solely for the maintenance and repair of municipal buildings. A separate fund might be created to supplement the state highway funds received under Chapter 90 to cover the cost of an ongoing street improvement program. Another stabilization fund might be set up to finance a vehicle replacement program. In this example, a community anticipating the need to purchase a \$400,000 fire truck in five years could reserve \$80,000 a year in a special purpose stabilization fund and retain the interest earned. In the past, municipalities would need state approval of special legislation to set up such a reserve.

A special purpose stabilization fund:

- Encourages a community to think long term. Programs to replace vehicles, maintain buildings, and improve roads require an evaluation of all assets, the formulation of a replacement or repair schedule, and a calculation of long-term projected costs.
- Helps a community save money. If the \$400,000 purchase price of a fire truck were borrowed over 15 years instead of paying cash in full, interest payments could add about \$150,000 to the total cost, depending on interest rates. Even if this additional cost would have a nominal tax rate impact, it can instead be a savings or expended elsewhere.
- Helps a community manage debt. A plan to accumulate cash over time and pay outright for a moderate-range capital expenditure helps preserve debt capacity for major, high-dollar purchases or projects. An approach that balances debt with pay-as-you-go practices and that protects against unforeseen costs is viewed in a positive light by credit rating agencies.
- Builds resident confidence in government. Special purpose stabilization funds directly address resident concerns and provide assurance that money appropriated for a particular purpose will be used for that purpose and not be diverted.

Both the creation of a special purpose stabilization fund and appropriation to the fund require a two-thirds vote of a city council, town meeting, or district prudential (or similar) committee. The vote must clearly define the purpose of each fund established. Similar to general stabilization funds, all appropriations into and out of special stabilization funds require two-thirds votes by town meeting or city council.

There are two options for building up balances in special purpose stabilization funds. One is as a traditional appropriation, presented as a budget line item or in a separate article, sourced from

within the levy or from other general fund revenues, including potentially a transfer of funds from another existing account.

A second funding option is referred to as an override, but in fact, it has characteristics of both a Proposition 2½ override and an exclusion. Like an override, additional tax revenue can be raised year after year without town-wide or citywide referendum votes beyond the year of inception. However, like an exclusion under Proposition 2½, the levy limit increase need not be permanent. Solely through the action each year of the selectmen or city council it can be continued, lowered, or deferred entirely and resumed in a later year.

The additional levy capacity that can be appropriated, or raised, by this type of override increases by 2½ percent each year. After the first year, the selectmen or city council may appropriate less than the originally approved amount. However, the lower amount then becomes the maximum that can be raised in subsequent years, plus 2½ percent annual escalations. A higher amount can only be raised with voter approval of another referendum. A year, or years, can be skipped. The selectmen or city council can choose not to appropriate to the stabilization fund through an override in any year. They can then, in later years, resume the override. However, the new allowed amount that can be raised would be the last amount raised plus 2½ percent.

For example, town meeting and town voters approve a \$100,000 override for a special purpose stabilization fund in FY2013. In FY2014, \$102,500 ($1.025 \times \$100,000$) is available for "appropriation" and that entire amount is "appropriated." For FY2015, \$105,062 ($1.025 \times \$102,500$) is available, but only \$80,000 is "appropriated." The amount available in FY2016 now becomes \$82,000 ($1.025 \times \$80,000$), but the selectmen choose to make no appropriation. The amount available in FY2017 is \$82,000 ($1.025 \times$ last appropriation made, that is: \$80,000).

Ultimately, special purpose stabilization funds are most effective as a revenue source, like a savings account, for anticipated expenditures. They work best when used to build moderate balances and to pay midlevel expenditures that the community will eventually have to make, like building maintenance, road repairs, and vehicle purchases.

Building up stabilization balances through an override unquestionably involves an increase to the tax levy but, as important, the creation of special purpose stabilization funds provides a response to resident concerns about the absence of long-term planning in municipal government. If considered thoughtfully and implemented prudently, they offer a strategic mechanism that can help a community to effectively plan for future costs.

For more information, please see the DOR Information Guideline Release, [IGR-04-201](#).

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter** POWERS AND DUTIES OF CITIES AND TOWNS
40**Section 5B** STABILIZATION FUNDS; ESTABLISHMENT

[Text of section effective until November 7, 2016. For text effective November 7, 2016, see below.]

Section 5B. For the purpose of creating 1 or more stabilization funds, cities, towns and districts may appropriate in any year an amount not exceeding, in the aggregate, 10 per cent of the amount raised in the preceding fiscal year by taxation of real estate and tangible personal property or such larger amount as may be approved by the director of accounts. The aggregate amount in such funds at any time shall not exceed 10 per cent of the equalized valuation of the city or town as defined in section 1 of chapter 44. Any interest shall be added to and become part of the fund.

The treasurer shall be the custodian of all such funds and may deposit the proceeds in national banks or invest the proceeds by deposit in savings banks, co-operative banks or trust companies organized under the laws of the commonwealth, or invest the same in such securities as are

legal for the investment of funds of savings banks under the laws of the commonwealth or in federal savings and loans associations situated in the commonwealth.

At the time of creating any such fund the city, town or district shall specify, and at any later time may alter, the purpose of the fund, which may be for any lawful purpose, including without limitation an approved school project under chapter 70B or any other purpose for which the city, town or district may lawfully borrow money. Such specification and any such alteration of purpose, and any appropriation of funds into or out of any such fund, shall be approved by two-thirds vote, except as provided in paragraph (g) of section 21C of chapter 59 for a majority referendum vote. Subject to said section 21C, in a town or district any such vote shall be taken at an annual or special town meeting, and in a city any such vote shall be taken by city council.

Chapter 40: Section 5B. Stabilization funds; establishment

[Text of section as amended by 2016, 218, Sec. 22 effective November 7, 2016. For text effective until November 7, 2016, see above.]

Section 5B. Cities, towns and districts may create 1 or more stabilization funds and appropriate any amount into the funds. Any interest shall be added to and become part of the fund.

The treasurer shall be the custodian of all stabilization funds and may deposit the proceeds in a trust company, co-operative bank or savings bank, if the trust company or bank is organized or exists pursuant to the laws of the commonwealth or any other state or may transact business in the commonwealth and has its main office or a branch office in the commonwealth; a national bank, federal savings bank or federal savings and loan association, if the bank or association may transact business and

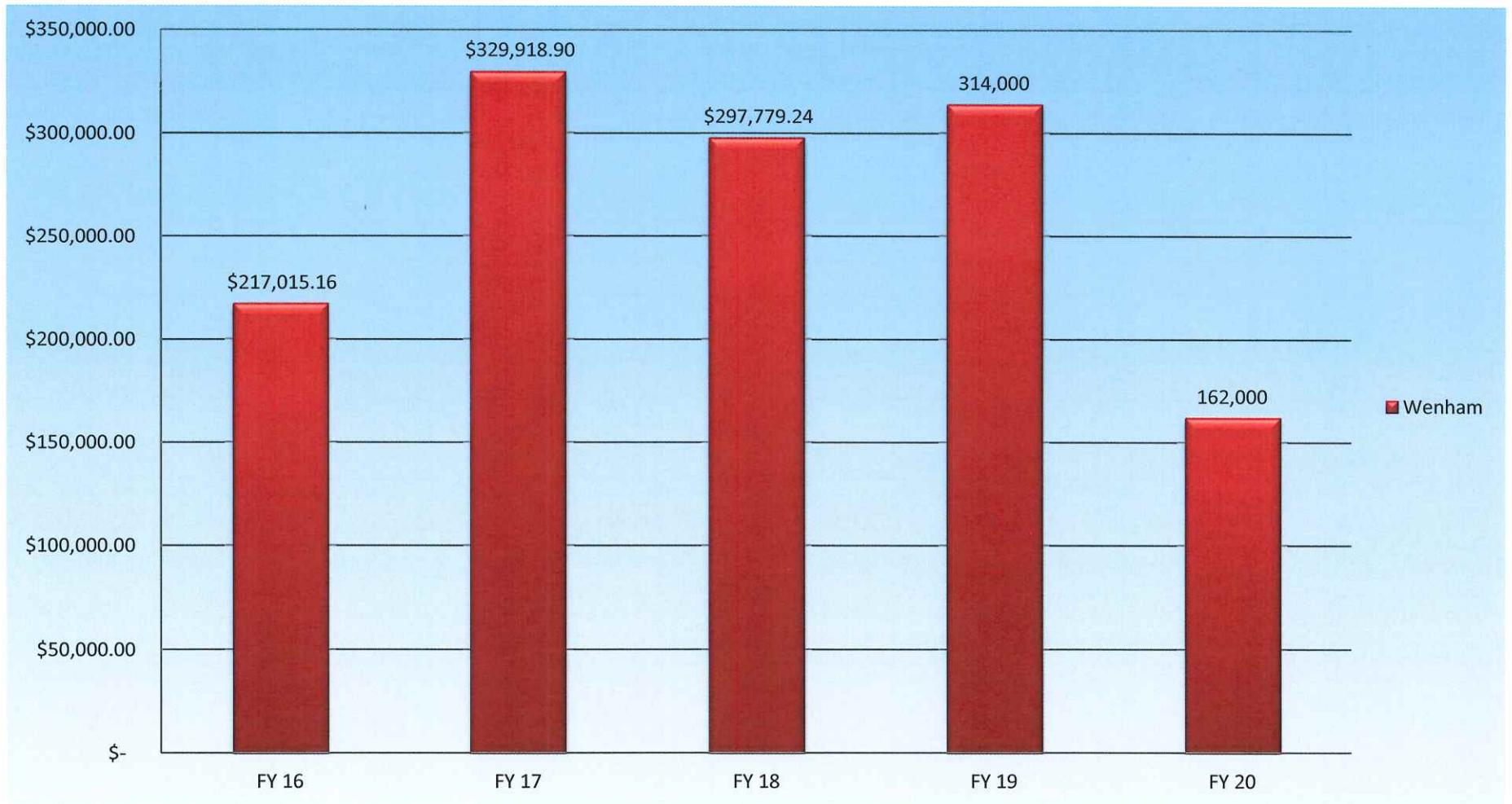
has its main office or a branch office in the commonwealth; provided, however, that a state-chartered or federally-chartered bank shall be insured by the Federal Deposit Insurance Corporation or its successor; or may invest the funds in participation units in a combined investment fund pursuant to section 38A of chapter 29 or in securities that are legal investments for savings banks.

At the time of creating any stabilization fund the city, town or district shall specify, and at any later time may alter, the purpose of the fund, which may be for any lawful purpose, including without limitation, an approved school project pursuant to chapter 70B or any other purpose for which the city, town or district may lawfully borrow money. The specification and any alteration of purpose, and any appropriation of funds from any such fund, shall be approved by a two-thirds vote, except as provided in paragraph (g) of section 21C of chapter 59 for a majority referendum vote. Subject to said section 21C of said chapter 59, any such vote shall be of the legislative body of the city, town or district, subject to charter.

Notwithstanding section 53 of chapter 44 or any other general or special law to the contrary, a city, town or district that accepts this paragraph may dedicate, without further appropriation, all, or a percentage not less than 25 per cent, of a particular fee, charge or other receipt to any stabilization fund established pursuant to this section; provided, however, that the receipt is not reserved by law for expenditure for a particular purpose. For purposes of this paragraph, a receipt shall not include taxes or excises assessed pursuant to chapter 59, 60A, 60B, 61, 61A or 61B or surcharges assessed pursuant to section 39M or chapter 44B. A dedication shall be approved by a two-thirds vote of the legislative body of the city, town or district, subject to charter, and may be terminated in the same manner. A

vote to dedicate or terminate a dedication shall be made before the fiscal year in which the dedication or termination is to commence and shall be effective at least for 3 fiscal years.

Additional Budget Impact due to Enrollment Shift



Town of Wenham Veterans Property Tax Work-Off Program

Overview

The Veterans Property Tax Work-Off Program offers Wenham veterans the opportunity to earn an abatement on their real estate property tax bill. The hourly wage is \$11.00/hour and the maximum annual abatement cannot exceed \$1,000.00.

The positions available through this program are in various departments throughout the Town. Job placements will likely be made with the Town Clerk's Office, Town Finance Office, Town Permitting Office, Council on Aging, and the Hamilton Wenham Regional Library. Attempts will be made to match the placement with the applicant's interests and qualifications.

Criteria

It is important to note that the following criteria are considered when determining eligibility:

- Participants must be Wenham residents who have served in the military.
- Acceptance into the program is on a first come, first served and is subject to the ability of the Town to place the applicant in an available position.
- Residents can only participate in either the Veterans or Senior Tax Work-Off Program, not both.

Application and Placement Process

Applications are available on the Town website, www.wenhamma.gov and at the Council on Aging located at 10 School Street. Completed applications should be submitted to the Council on Aging Director, Jim Reynolds, who will conduct initial applicant screening and verify departmental staffing needs. Applicants may be asked to meet with members of the department in which they are interested in working.

Program Details

Once placed, program participants will then:

- Meet with the Finance Office to complete the necessary W4, I9, OBRA (Social Security alternative), and Criminal Offender Record Information forms
- Receive training on their job responsibilities and expectations from their supervisor
- Establish a mutually acceptable schedule with their supervisor
- Begin working for their assigned department
- Keep a log of their hours with the dates and times to be retained by the supervisor
- After all hours are completed, the work log must be signed off by the program participant and their supervisor in order to process the abatement.

Abatement Details

Abatements granted as part of the veterans work off program are considered compensation, and are therefore taxable. The abatement amount is subject to Medicare and OBRA, and may be subject to federal income tax.

Participants will receive a W-2 form at the end of the year that will reflect the value of the granted abatement less the total deductions (OBRA, Medicare, federal income tax, if applicable). The W-2 will then need to be filed with your federal income tax return if you are required to file. Once you no longer participate in the Veterans Work-off Program, you may withdraw from the OBRA program. Any contributions and interest earned on the OBRA program becomes your money; however, it may be considered taxable income.

Applicants who do not adhere to the Town's policies and procedures of general application or who do not satisfactorily perform the work assigned may be subject to dismissal.



Mass.gov

OFFERED BY [Office of Governor Charlie Baker and Lt. Governor Karyn Polito\(/orgs/office-of-the-governor\)](#)

PRESS RELEASE

Governor Baker Signs BRAVE Act to Strengthen Services and Supports for Commonwealth's Veterans

FOR IMMEDIATE RELEASE:

8/28/2018

Office of Governor Charlie Baker and Lt. Governor Karyn Polito

Executive Office of Health and Human Services

Governor's Press Office

Massachusetts Department of Veterans' Services

MEDIA CONTACT

Brendan Moss, Press Secretary, Governor's Office

Phone

(617) 725-4025(tel:6177254025)

Online

Feedback

gov.press@state.ma.us(mailto:gov.press@state.ma.us)



CHELSEA — Governor Charlie Baker today joined Secretary of Health and Human Services Marylou Sudders, Secretary of Veterans' Services Francisco Ureña, members of the Legislature and veterans of the United States Armed Services at the ceremonial signing of **An Act Relative to Veterans Benefits, Rights, Appreciation, Validation and Enforcement**(<https://malegislature.gov/Laws/SessionLaws/Acts/2018/Chapter218>) (S. 2632) at the Soldiers' Home in Chelsea. Known as the "BRAVE Act", the legislation provides additional support for members of the veterans' community and their families, including tax credits and enhanced educational opportunities.

Feedb:

"The Commonwealth will forever be indebted to the brave men and women who put their lives on the line to defend our freedoms, and expanding services for veterans under the BRAVE Act is a small way to honor their sacrifice," said **Governor Charlie Baker**. "The

BRAVE Act builds on Massachusetts' nation-leading support for service members and strengthens our commitment to the Commonwealth's veterans and their loved ones."

"The BRAVE Act provides important additional resources for our veterans, and we thank the Legislature for their work in passing this bipartisan legislation," said **Lt. Governor Karyn Polito**. "The sacrifices of veterans' families will be further recognized by this bill, through establishing annual days dedicated to honoring the Commonwealth's Gold Star Wives, Mothers and Families."

"We are grateful to our veterans and their families for their commitment, courage, and selflessness. Massachusetts prides itself on providing unparalleled access to health care, and the BRAVE Act furthers our support of our veterans' physical and behavioral health care needs," said **Health and Human Services Secretary Marylou Sudders**.

"The Brave Act reinforces our first in the nation status in providing services and benefits to our veteran population," said **Secretary of Veteran Affairs Francisco Ureña**. "I am pleased to see the legislature's bipartisan effort in support of my fellow veterans."

"As the daughter of a veteran with health challenges, I understand deeply our nation's sacred responsibility to ensure that those who protected us through dangerous times are themselves protected," said **Senate President Karen E. Spilka**. "The BRAVE Act will go a long way to fulfilling our promise to active-duty soldiers, veterans, and to their families, as Massachusetts continues to lead the nation in caring for veterans."

"Massachusetts has a proud history of leading the nation in military-benefit programs and service, and this new law continues that tradition by providing additional supports to our service members and their families," said **House Speaker Robert A. DeLeo**. "We're sending a message to our heroes and their families that the Commonwealth honors their bravery, service and sacrifice."

Feedback

"This omnibus veteran's legislation assists veterans and their families with employment protections, tax exemptions, burial expenses, court programs, medical care, and also continues to recognize those who serve and who have served," said **Senator Mike Rush**, (D-Norfolk & Suffolk District) and Senate Chair of the Joint Committee on Veterans and Federal Affairs. "We want to ensure that Massachusetts remains number one in the nation

in providing for our veterans. This legislation goes a long way in accomplishing this goal and I want to thank my colleagues in the legislature and the Baker Administration for their continued commitment to our veterans, service members and their families.”

“Senator Rush and I are proud of the work we accomplished this session to improve the quality of life for our veterans and their families. The Brave Act deals with tax exemptions, paid military leave, burial expenses, rights, appreciation, validation and enforcement,” said **Representative John Lawn**, Chairman of the Committee on Veterans and Federal Affairs. “The Brave Act also closes many loopholes in The Valor Act diversion program that was meant to help our Veterans who are dealing with PTSD and other issues from their service to our country.”

BRAVE Act Summary

Highlights from the BRAVE Act include:

- Designates April 5th as Gold Star Wives Day and the last Sunday in September as Gold Star Mothers and Families Day.
- Establishes a Massachusetts Veterans and Warriors Agriculture Program to enhance education, training, employment, income, productivity and retention of veterans working in or aspiring to work in the field of agriculture.
- Allows parents or surviving guardians of veterans, who died in service to the country, to receive a real estate credit on property beginning Jan. 1, 2019.
- ✱ Increases veterans’ local property tax work-off program from \$1,000 to \$1,500.
- Allows Gold Star License Plates to be affixed to commercial vehicles.
- Provides time off for veterans for Veterans Day and Memorial Day, with or without pay, at the discretion of the employer.
- Requires the Department of Veterans’ Services to maintain and publish a list of firms and organizations that provide pro bono legal representation for veterans
- Establishes a special commission to study cost and feasibility of exempting all cost to veterans of attending public higher education in Massachusetts.

Feedback

- Directs the Executive Office of Health and Human Services in consultation with the Executive Office of Public Safety and Security, to partner with a Massachusetts college or university to conduct a study relative to veterans and military members suffering from mental health or substance abuse issues related to their military service and their needs in the criminal justice system.
- Extends the veterans' bonus program administered by the Treasurer to allow for the maximum amount of benefits under the program, subject to appropriation, to those veterans who served during Operation Enduring Freedom, Operation Iraqi Freedom, Operation Noble Eagle, Operation Inherent Resolve and Operation Freedom's Sentinel.

At today's event, the Baker-Polito Administration announced that it will be breaking ground on the new long-term care facility at the Chelsea Soldiers' Home later this year, after [including\(/news/baker-polito-administration-releases-fiscal-year-2018-capital-budget-plan\)](/news/baker-polito-administration-releases-fiscal-year-2018-capital-budget-plan) state funding for a new long-term care facility at the Soldiers' Home in Chelsea as part of the Fiscal Year 2018 capital budget plan. In November 2017, Governor Baker **signed** [legislation\(/news/governor-baker-signs-bill-to-fund-new-facility-at-chelsea-soldiers-home-and-high-speed\)](/news/governor-baker-signs-bill-to-fund-new-facility-at-chelsea-soldiers-home-and-high-speed) to fund the construction of the \$199 million **154-bed Community Living Center**[\(/service-details/chelsea-soldiers-home-community-living-center\)](/service-details/chelsea-soldiers-home-community-living-center), and in April 2018, the Baker-Polito Administration received funding authorization from the United States Department of Veterans Affairs (VA) and plans to spend approximately \$70 million net of federal reimbursement on the project. The federal funding was awarded through the VA's State Home Construction Grant Program which provides reimbursement of up to 65% of construction costs.

The Community Living Center will provide private, "home-like" rooms for veterans in accordance with VA standards of design which promotes greater accessibility, mobility, and enhanced quality of life. Services will include physical and occupational therapy, recreational activities and greater access to the outdoors. The Quigley Memorial Long Term Care Center will be fully operational during the construction process. **Feedback**

###

Media Contact

Town of Wenham

Senior Citizen Property Tax Work-Off Program

Overview

The Senior Citizen Property Tax Work-Off Program offers Wenham seniors aged 60+ the opportunity to earn an abatement on their real estate property tax bill. The hourly wage is \$11.00 and the maximum annual abatement cannot exceed \$1,500.00.

The positions available through this program are in various departments throughout the Town. Job placements will likely be made with the Town Clerk's Office, Town Finance Office, Town Permitting Office, Council on Aging, and the Hamilton Wenham Regional Library. Attempts will be made to match the placement with the applicant's interests and qualifications.

Criteria

It is important to note that the following criteria are considered when determining eligibility:

- Participants must be Wenham residents who own and occupy their home.
- Participants must be 60 years of age or older by July 1st of the fiscal year for which the tax credit will be granted.
- Acceptance into the program is on a first come, first served and is subject to the ability of the Town to place the applicant in an available position. The Town will also limit annual participation to no more than \$15,000.00/year in total abatements granted through this program.

Application and Placement Process

Applications are available on the Town website, www.wenhamma.gov and at the Council on Aging located at 10 School Street. Completed applications should be submitted to the Council on Aging Director, Jim Reynolds, who will conduct initial applicant screening and verify departmental staffing needs. Applicants may be asked to meet with members of the department in which they are interested in working.

Program Details

Once placed, program participants will then:

- Meet with the Finance Office to complete the necessary W4, I9, OBRA (Social Security alternative), and Criminal Offender Record Information forms
- Receive training on their job responsibilities and expectations from their supervisor
- Establish a mutually acceptable schedule with their supervisor
- Begin working for their assigned department
- Keep a log of their hours with the dates and times to be retained by the supervisor
- After all hours are completed, the work log must be signed off by the program participant and their supervisor in order to process the abatement

Abatement Details

Abatements granted as part of the senior work off program are considered compensation, and are therefore taxable. The abatement amount is subject to Medicare and OBRA, and may be subject to federal income tax if you have other sources of income beyond Social Security.

Participants will receive a W-2 form at the end of the year that will reflect the value of the granted abatement less the total deductions (OBRA, Medicare, federal income tax, if applicable). The W-2 will then need to be filed with your 2017 federal income tax return if you are required to file. Once you no longer participate in the Senior Work-off Program, you may withdraw from the OBRA program. Any contributions and interest earned on the OBRA program becomes your money; however, it may be considered taxable income.

Applicants who do not adhere to the Town's policies and procedures of general application or who do not satisfactorily perform the work assigned may be subject to dismissal.

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 13D** RESERVE FUND FOR FUTURE PAYMENT OF ACCRUED
LIABILITIES FOR COMPENSATED ABSENCES DUE EMPLOYEE
OR OFFICER OF TOWN UPON TERMINATION OF EMPLOYMENT

Section 13D. Any city, town or district which accepts the provisions of this section by majority vote of its city council, the voters present at a town meeting or district meeting or by majority vote of a regional school committee may establish, appropriate or transfer money to a reserve fund for the future payment of accrued liabilities for compensated absences due any employee or full-time officer of the city or town upon the termination of the employee's or full-time officer's employment. The treasurer may invest the monies in the manner authorized by section 54 of chapter 44, and any interest earned thereon shall be credited to and become part of the fund. The city council, town meeting or district meeting may designate the municipal official to authorize payments from this fund, and in the absence of a designation, it shall be the responsibility of the chief executive officer of the city, town or district. In a regional school district, funds may be added to the reserve fund for the future

payment of accrued liabilities only by appropriation in the annual budget voted on by the city council of member cities or at the annual town meeting of member towns.

Peter Lombardi

From: Leslie Davidson
Sent: Monday, May 14, 2018 10:13 AM
To: Peter Lombardi
Subject: FW: Wenham BAN borrowing
Attachments: Wenham Tentative Financing Schedule.pdf; Wenham Competitive Worksheet.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Peter,

See attached. I asked about a 15 year term and Abby responded:

Good Morning Leslie. Per Massachusetts General Laws, the Town can only issue BANS (bond anticipation notes) for a maximum term of 10 years. BANS are typically issued for a term of one year and at each maturity the Town will retire a portion and renew the balance. Let us know if you have any additional questions.

I also asked about borrowing the 245,000.00 with a 15 year term and Abby responded:

BANS is the most cost effective method for the Town to issue this debt. Typically, we do not recommend a community issue bonds unless the aggregate size of the issue is at least \$1 million as the costs associated with a bond issue are significant compared to a BAN issue. Let us know if you have any additional questions. Thanks.

Let me know if the schedule will work.

Leslie A. Davidson, CMMT
Finance Director & Treasurer/Collector

Town of Wenham
138 Main Street – (978)468-5520 x3

-----Original Message-----

From: Abby Jeffers (HTS) [<mailto:abby.jeffers@hilltopsecurities.com>]
Sent: Friday, May 11, 2018 12:15 PM
To: Leslie Davidson
Cc: Peter Frazier (HTS); Melissa Toland (HTS); Henriqueta Teixeira DaCosta (HTS)
Subject: Wenham BAN borrowing

Hi Leslie. In connection with the Town's upcoming Iron Rail BAN project, we've prepared a tentative financing schedule and draft competitive worksheet for your review.

As mentioned yesterday, due to the small size of the current transaction it would be more cost effective for the Town to issue these notes through the Division of Local Services (DOR - Bureau of Accounts). Such type of transaction does not require the signing and approval of the sale at a Board of Selectmen meeting. However, the Town will need to obtain the required signatures for the borrowing paperwork during the week of May 21st.

If this schedule works for the Town, we can distribute this issue by Monday and receive competitive bids next Thursday. Once you've had a chance to review these documents let us know if you have any changes/edits.

Thanks,
Abby

Abby Jeffers
Director
Hilltop Securities Inc.
54 Canal Street, Suite 320, Boston, MA 02114
Direct: 617.619.4404 | Fax: 617.619.4411 Abby.Jeffers@hilltopsecurities.com

-----Original Message-----

From: Leslie Davidson [<mailto:LDavidson@wenhamma.gov>]
Sent: Thursday, May 10, 2018 2:43 PM
To: Abby Jeffers (HTS) <abby.jeffers@hilltopsecurities.com>
Subject: FW: Message from "RNP002673BF1052"

*** EXTERNAL SENDER ***

Abby,

Here are the votes from Town Meeting. Longfellow is awaiting Home Rule Petition, July 31st I believe Peter said.

Leslie A. Davidson, CMMT
Finance Director & Treasurer/Collector

Town of Wenham
138 Main Street - (978)468-5520 x3

-----Original Message-----

From: copier@wenhamma.gov [<mailto:copier@wenhamma.gov>]
Sent: Thursday, May 10, 2018 2:33 PM
To: Leslie Davidson
Subject: Message from "RNP002673BF1052"

This E-mail was sent from "RNP002673BF1052" (MP 2554).

Scan Date: 05.10.2018 14:33:16 (-0400)
Queries to: copier@wenhamma.gov

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Competitive Note Sale Worksheet

Issuer: **Town of Wenham, Massachusetts**

Principal Amount: **\$245,000** **General Obligation TAXABLE Bond Anticipation Notes**

Dated Date: 6/1/2018
Due Date: 5/30/2019

Rating(s):
 Moody's Note: -
 S&P Note: -
 Moody's Bond: -
 S&P Bond: -

Bank Qualified: N/A
Year:

Time Basis: 30/360
Number of Days: 359
Interest Payable: At Maturity
Certification: Bureau of Accounts

Right To Prepay: No

Fax Bids: Not Allowed

Form: Registered

Bid Basis: Par/Premium
Premium Required: N/A
Bid Limits: All or None
Minimum Bid: Par/Premium
Coupon Limitation: Not to Exceed 3.00%

Sale Day: Thursday
Sale Date: 5/17/2018
Sale Time: 11:00 A.M. (Eastern Time)

Submit Bids to:
Contact Name: Hilltop Securities Inc.
Contact Title: FA to Town
*** Telephone #:** 617-619-4400

Award Basis: Lowest NIC

CUSIP: No

Legal Opinion: None

Delivery: Against Payment

Funds: Federal Funds

Disclosure: None

Paying Agent: Purchaser

Denominations: One Physical Note

Purposes:	New	Renewal	Total
Iron Rail project - TAXABLE	\$245,000	\$0	\$245,000
Totals	\$245,000	\$0	\$245,000

Peter Lombardi

From: Lauren F. Goldberg <LGoldberg@k-plaw.com>
Sent: Monday, December 31, 2018 11:29 AM
To: Peter Lombardi
Cc: Mark R. Reich
Subject: RE: Water discharge into roads

Follow Up Flag: Follow up
Flag Status: Flagged

Peter,

Many towns have bylaws prohibiting the pushing into the street of snow, some of which include reference to water subject to freezing. The Town's Bylaws, Chapter V, Prohibited Acts, Section 12, provides, "No persons shall play, push or throw any snow or ice onto any street or sidewalk of the town unless it is immediately removed therefrom."

Examples of options that might better address the Town's concerns include the following:

1. Insert at the end of Chapter V, Prohibited Acts, Section 12, the following new sentence: No person shall pipe, or otherwise deposit, in or upon any public street, public place, or private way open to the public, any water or substance that may freeze or otherwise create a hazardous condition.
2. Delete Section 12 of Chapter V, Prohibited Acts, and insert in place thereof the following:

Snow, Ice and Water Onto or Across Public Property

No person other than an employee in the service of the Town or an employee in the service of a private contractor acting on behalf of the Town shall pile, push, plow, dump, blow, shovel, or deposit snow, ice, or water subject to freezing, onto, into, or across any public way, including sidewalks, or cause, direct, sanction, or authorize any such activity involving snow, ice, or water subject to freezing on a public way, including sidewalks; provided, however, that it shall not be a violation of this bylaw for persons to play, push or throw any snow or ice onto any street or sidewalk of the town if such persons immediately remove such snow or ice therefrom.

3. Delete Section 12 of Chapter V, Prohibited Acts, and insert in place thereof the following:

Snow, Ice and Water Onto or Across Public Property

- a. No person, other than an employee or other person in the service of the Commonwealth of Massachusetts or the Town, shall direct, discharge, dump, shovel, pile, push, blow, plow, or deposit snow, ice, or water under conditions where water would be subject to freezing onto, into, or across any public way, including sidewalks, public property, or fire hydrants or cause, direct, sanction, or authorize any such activity involving snow, ice, or water on a public way or public property; provided, however, that it shall not be a violation of this bylaw for persons to play, push or throw any snow or ice onto any street or sidewalk of the town if such persons immediately remove such snow or ice therefrom.
- b. No person shall allow water from sump pumps and/or drains to flow on any public roadway, sidewalk, or Town owned-property

Enforcement is another issue that must be considered. Enforcement in accord with G.L. c.40, §21 (which does not need to be addressed in the bylaw) is criminal in nature with a limit of \$300.00/violation at the judge's discretion. Such a bylaw may also be enforced through non-criminal disposition, where the cap on fines is also \$300.00/violation. However, the bylaws would need to identify the particular fine schedule (such as a warning for the first violation, \$100 for the second violation, \$200 for the third violation, and \$300 for the fourth and all additional violations), either in this section itself, or in the consolidated non-criminal disposition bylaw.

Please let me know if you have further questions on this.

Very truly yours,

Lauren

Lauren F. Goldberg, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
C: (617) 548 7622
lgoldberg@k-plaw.com
www.k-plaw.com

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From: Peter Lombardi [mailto:PLombardi@wenhamma.gov]
Sent: Wednesday, December 26, 2018 11:39 AM
To: Lauren F. Goldberg <LGoldberg@k-plaw.com>; Mark R. Reich <MReich@k-plaw.com>
Subject: FW: Water discharge into roads

Lauren & Mark,
Do you have a sample bylaw that you can provide that addresses this issue?
Thanks,
Peter

Peter Lombardi
Town Administrator

138 Main Street
Wenham, MA 01984
978-468-5520 x.2
<http://wenhamma.gov>

From: Bill Tyack
Sent: Thursday, December 06, 2018 10:08 AM
To: Peter Lombardi
Subject: RE: Water discharge into roads

With the water table this high it is a real problem all over town. Many other towns already have by-laws.

From: Peter Lombardi
Sent: Thursday, December 06, 2018 10:04 AM
To: Tom Perkins; Bill Tyack
Subject: RE: Water discharge into roads

Zoning Bylaw Amendments

1. Zoning Bylaw Amendment: Section 2.2 Definitions

- Amend the Wenham Zoning By-law by adding the following definitions under section 2.2:

Commercial Kennel: an establishment used for boarding, or overnight stays of animals that are not the property of the owner of the establishment, at which such services are rendered in exchange for consideration and in the absence of the owner of any such animal.

Animal Day Care or Training Facility: An establishment used for holding, day care, grooming or training of animals that are not the property of the owner of the establishment, at which such services are rendered in exchange for consideration and in the absence of the owner of any such animal.

Comments: We currently prohibit commercial kennels in either district but we have no definition of kennels. The Town Clerk does issue licenses for kennels under We wanted to define a kennel in order to be able to distinguish between dog day care or training facilities and commercial kennels that board dogs overnight for compensation. The Planning Board has suggested that we revise the table of use to allow day care and training by special permit from the ZBA. Please see attached email from Town Counsel recommending an addition to the General Bylaws.

- Amend the Wenham Zoning By-law by amending the following definitions under section 2.2:

Lot –An area of land in common ownership meeting minimum requirements for area, width, and frontage in the district in which it lies. ~~A lot is buildable.~~

Comments: By defining a lot as being buildable we have the dilemma of plans that label parcels as lots without us determining that they are buildable.

OK per Planning Bd

Special Permit – Modify to include Special Permitting Granting Authority (SPGA)

Current language - Special Permit: A permit granted by the ~~Board of Appeals~~ **Special Permit Granting Authority** for structure or use identified in the Table of Use Regulations as permitted with approval of the ~~Board of Appeals~~ **Special Permit Granting Authority**.

Comments: The Planning Board is not included in the definition. Changing it to Special Permit Granting Authority doesn't exclude PB.

OK per Planning Bd

2. Amend Section 4.0 Table of Use Regulations

- Amend the Wenham Zoning Bylaw Section 4.0 Table of Use Regulations by removing the use Kennel under Commercial and replace with the following:

CATEGORY	USE	DISTRICT		DESCRIPTION
		RES	BUS	
COMMERCIAL				
	Commercial Kennel	N	N	
	Animal Day Care or Training Facility	BA	BA	

See the new Definitions of Commercial Kennel and Animal Day Care and Training under #5.

3. Amend Section 4.2 Principle Uses


- Amend the Wenham Zoning By-law by adding a new Section 4.2.6, Use Variances as follows:
 “4.2.6 – Use Variances
 “Use variances shall not be granted.”


Comment – We included this language so that it is clear under uses that the ZBA does not issue Use Variances. It says this in Section 13.2.2.4 but it is buried pretty deep and we want to bring it into the open more so people see it in 2 sections.

4. Amend Section 4.3.6.3 Parking and storage of commercial or recreational vehicles

- Amend the Wenham Zoning By-law Section 4.3.6.3 as follows, with additions in bold and deletions in strikethrough:
 “4.3.6.3. Parking or Storage of commercial vehicles or recreational vehicles in the residential district
 Parking of one (1) commercial or recreational vehicle of not more than 25,000 GVW is permitted in conformance with Section 4.3.6.2.
 The storage of **up to** two additional commercial vehicles ~~with~~ **of not** more than 25,000 GVW **each** may be authorized by special permit ~~from the ZBA~~, provided such vehicles are not visible from any public way. Nothing herein shall be construed to prohibit the parking or storage of farm vehicles.”

Comment: This became an issue when the ZBA was asked to grant a special permit under this section and as it reads currently they felt like they could not issue a permit for someone to store more than one commercial vehicle that was under 25,000 gvw. We want to change it allow a special permit if appropriate for more than one vehicle under 25,000 gvw. No storage of commercial vehicles over 25,000 GVW which is the size of a garbage truck or dump truck.

Heavy Duty Vehicles (19,501-26,000 lbs. GVWR)	Dump trucks, garbage trucks, and concrete trucks	
---	--	---

Class 7 Heavy Duty Vehicles (26,001-33,000 lbs. GVWR)	Fuel trucks, dump trucks, and beverage delivery	
---	---	--

5. Zoning Bylaw Amendment: Site Plan Review Applicability

- Amend the Wenham Zoning By-law Section 13 as follows:

“13.5.1 – Site Plan Review Applicability

2) any change of use of ~~from~~ residential, including single family, to municipal, institutional, commercial, industrial use, ~~or residences with two or more dwellings; and,~~ (and renumber the current 2 and 3 to sections 3 and 4)

13.5.5.2 The site plan shall be accompanied by:

1) A written statement indicating the estimated time required to complete the proposed project and any and all phases thereof. There shall be submitted a written estimate, showing in detail the costs of all site improvements planned.

2) A written summary of the contemplated projects indicating, where appropriate, the number of dwelling units to be built and the acreage in residential use, the evidence of compliance with parking and off-street loading requirements, the forms of ownership contemplated for the property and a summary of the provisions of any ownership or maintenance thereof, identification of all land that will become common or public land, and any other evidence necessary to indicate compliance with this ByLaw.

- 3) Drainage calculations by a registered professional engineer. Storm drainage design must conform to the Town's Subdivision Rules and Regulations and **to the Town of Wenham Stormwater Management Bylaw**(reference new section of the General Bylaw**)
- 4) If the Board requires, narrative assessments of the on-site and off-site impacts of the proposed use and structures.
- 5) Certification that the proposal is fully compliant with the provisions, if applicable, of the Americans with Disabilities Act and the Massachusetts Architectural Barriers Board.
- 6) Dover Amendment Uses shall be required to provide only information that is relevant to the limited scope of site review of the use as provided for under G.L. c.40A, s. 3.

Comment: We are making this change to make it clear that when there is any use from a single family residential to another use that site plan review is necessary. Site Plan Review is the purview of the Planning Board. If a residence is turned into any use that is allowed by Special Permit from either the ZBA or Planning Board it would need site plan review in addition to the special permit.

We also added reference to the revised Stormwater Management requirement that we are currently developing with Weston and Sampson.

6. Zoning Bylaw Amendment: Signs

ARTICLE 7
Signs

§ 255-7 Purpose.

The purpose and intent of this bylaw shall be to regulate, restrict and place limitations on the size, location, type and illumination of signs, as specified herein, to ensure that they are appropriate to the land, building or use to which they are located, be protective of property values and the public safety and not unnecessarily detract from the historic qualities and characteristics of the Town of Wenham.

§ 255-7.1. Residential District.

Signs are prohibited in the Residential District, except as described below. All allowable signs are subject to the general standards set forth in § 255-7.4. Any signs found to be in violation of this section are subject to removal by the Town.

A. Allowable temporary signs.

(1) Real estate signs. On any lot there shall be no more than one temporary sign not exceeding seven square feet in area, pertaining to lease or sale of the lot or building on which such sign is placed. The sign shall be permitted for a period not to exceed seven days after such sale or lease execution.

(2) Contractor signs. One temporary sign not exceeding seven square feet in area advertising contracted services being provided on site shall be permitted for a period not to exceed seven days after such completion of work.

(3)

(4) Non-commercial signs.

(a) On any lot there shall be no more than one temporary sign not exceeding seven square feet in area concerning any charitable, religious, political, civic or other non-commercial purpose, other than a special event sign addressed under Section 3(b) of this bylaw.

(b) Special event signs. On any lot there shall be no more than one temporary sign not exceeding seven square feet in area providing notice of the date of a special event, which signs may be erected for a period not to exceed two weeks prior to the event and are to be removed within two business days following the date of the event.

B. Allowable permanent signs. On any lot there shall be no more than one such sign pertaining to the use thereof or having the name and occupation of the occupant or occupants, and no such sign shall exceed two square feet in area. All permanent signs located in the Historic District are also subject to Historic District Commission review and approval.

C. Special permit. The Planning Board may, upon a request therefor, issue a special permit for the erection of a temporary or permanent sign, under this section 255-7.1 that is larger, or posted for a longer period of time, than otherwise authorized hereunder, which sign the Planning Board deems not detrimental to the surrounding property nor injurious to the public

Comment [LFG1]: The numbering here is the numbering in the proposed recodification of the bylaws.

Deleted: -

Moved (insertion) [1]

Moved up [1]: The purpose and intent of this bylaw shall be to regulate, restrict and place limitations on the size, location, type and illumination of signs, as specified herein, to ensure that they are appropriate to the land, building or use to which they are located, be protective of property values and the public safety and not unnecessarily detract from the historic qualities and characteristics of the Town of Wenham.

Deleted: Accordingly,

Deleted: s

Moved down [2]: Event signs. On any lot there shall be no more than one temporary special event sign not exceeding seven square feet in area. Special event signs shall be erected for no longer than four weeks and are to be removed within two business days following the event.¶

Formatted: List Paragraph, No bullets or numbering

Deleted: Signs for charitable, religious, political, civic or other non-commercial purposes.

Moved (insertion) [2]

Deleted: E

Deleted: special event

Deleted: S

Deleted: signs shall be erected for no longer than four weeks

Deleted: ¶

Deleted: in each case

Deleted: for a specific time period

Deleted: larger

Deleted: s

Deleted: or a longer posting period, either temporary or permanent,

Deleted: it

welfare, provided however that any such permitted sign in the Historic District is also subject to the approval of the Historic District Commission.

§ 255-7.2. Business District.

Signs advertising goods or services offered by an occupant of the premises for sale, hire or use are permitted, provided however that any such sign in the Historic District is subject to the approval of the Historic District Commission and further provided that signs shall not exceed seven square feet [in area](#) for one business, or in the case of a building containing more than one business, the following shall apply:

- A. One street side sign not to exceed seven square feet to identify the complex itself.
- B. Individual businesses within the complex identified at street side with signs 12 inches by 36 inches arranged vertically in a single structure.
- C. Each business within the complex may have one two-square-foot sign located at the doorway for business identification.

§ 255-7.3. Senior Housing Overlay District (SHOD).

See [§ 255-12.3H](#) for special requirements for signs located in a Senior Housing Overlay District.

§ 255-7.4. General standards for signs.

The following standards apply to all signs:

- A. No sign shall be erected so as to obstruct any fire escape, window, door, or other opening or so as to prevent free passage from one part of a roof to any other part thereof.
- B. No sign shall be attached in any manner to a fire escape or shall be placed to interfere with an opening which is required for ventilation.
- C. No exposed, un-insulated parts of an electrical sign shall be permitted.
- D. No sign shall be erected that shall in any way create a traffic hazard or in any way obscure or confuse traffic control.
- E. No sign or sign structure shall interfere in any way with a public way, including sidewalks.
- F. Letters, figures, characters, or representations in cutout or irregular form, maintained in conjunction with, attached to or superimposed upon any sign, shall be safely and securely built or attached to the sign structure.
- G. Signs shall be designed, constructed, and erected in accordance with the State Building Code.
- H. No sign shall be posted on or attached to utility poles, trees nor attached to any parapet.
- I. No non-municipal sign shall be located on public property, including sidewalks, roadsides and roadways.

Comment [A2]: Once numbering is finalized, please confirm reference to §255-12.3H.

The numbering refers to the numbering in the recodification.

§ 255-7.5. Illuminated signs.

The following additional standards apply to illuminated signs.

- A. Illuminated signs are not permitted within residential districts without a special permit.
- B. No red or green or other colored lights shall be used on any sign if such light would create a driving hazard.
- C. No sign may be illuminated more than 30 minutes after closing of any store or business or 30 minutes after working hours in a commercial building, except signs identifying public buildings; provided however, that the Planning Board, in granting a special permit, may, for good cause shown, extend the time during which a sign may be illuminated.

§ 255-7.6. Moving signs.

Swinging signs, flashing signs, revolving signs, and signs consisting of pennants, ribbons, streamers, spinners, strings of light bulbs, revolving beacons, searchlights, animated signs, and signs illuminated to create the illusion of motion are prohibited.

§ 255-7.7. Maintenance.

Every sign shall be maintained by the owner in a clean, sanitary condition and in good repair. In addition, every freestanding pole or ground sign shall be kept free and clear of all substances, rubbish, and weeds.

§ 255-7.8. Removal of Existing Signs.

Non-conforming signs that are enlarged, redesigned, replaced or altered in any way shall comply immediately with all applicable provisions of this Bylaw.

§ 255-7.9. Special permit.

Notwithstanding the provisions set forth in this article, the Planning Board may authorize nonconforming signs or a greater number of signs by the grant of a special permit, where such relief is not detrimental to the neighborhood or the Town.

- A. Exemptions. No permit is required for the following types of signs:
 - (1) Any sign legally erected before the date of the Town Meeting approving this article shall be exempt from the requirements in this article.
 - (2) Any sign erected or required by the Town, by the Commonwealth of Massachusetts or by the United States, or any subdivision or agency thereof, or for any sign intended solely for the protection of life or property.
- B. Special permit process.
 - (1) Application. Application for a sign special permit shall be made in writing upon forms furnished by the Planning Board. Such application shall contain the location by street number of the proposed sign, the name and address of the owner of the sign, the name and address of the sign contractor or erector, if any, and a scale drawing showing the construction, the method of installation or support, colors, dimensions, and position of the sign, method of illumination and such other relevant information as may be requested.

Deleted: obnoxious

Deleted: Amortization.

Deleted: Nonconforming signs shall be amortized over a ten-year period, commencing on the effective date of this Bylaw. Any nonconforming sign in existence at the time of the effective date hereof shall be brought into compliance with Article 7 within 10 years thereafter.

Deleted: 8

Comment [A3]: We discussed inserting the date this action was taken to replace the highlighted language.

Deleted: , with the exception of those requirements set forth in § 255-7.8

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- (2) Fee. A sign special permit fee shall be paid to the Town for each permit in accordance with the schedule established by the Planning Board.
- (3) Inspection. The Building Inspector shall inspect any sign subject to a special permit within 30 days after it is erected and shall report to the Planning Board that said sign has been erected properly and in accordance with the provisions of this article and any other applicable law.
- (4) Constructive grant. If a sign special permit has not been denied within 60 days after application has been made, it shall be deemed to be approved.
- (5) Lapse. A sign special permit shall become null and void if the work for which the permit was issued has not been completed within a period of 12 months from the date of the permit; provided, however, that the Planning Board may, in its discretion, issue extensions covering a period not to exceed an additional one year from the date of issue of the original permit. The applicant shall notify the Building Inspector of completion of work under a permit within 10 days of completion.

§255-8.0 Administration and Penalties

This bylaw may be enforced by the Building Inspector by any means available in law or in equity in accordance with Section of the General Bylaws, including non-criminal disposition.

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enforce this Bylaw.¶
¶

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7. Zoning Bylaw Amendment: Small and Medium Ground Mounted Solar Photovoltaic Installations

- Amend the Wenham Zoning Bylaw by adding new Section TBD for Small and Medium Scale Ground Mounted Solar Photovoltaic Installations:

Small and Medium scale ground-mounted solar photovoltaic installations.

Definition -

Small Scale Ground Mounted Solar Photovoltaic Installation: An Active Solar Energy System that occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 10 kW DC or less).

Comments: This is about the square footage of an in ground swimming pool and accompanying apron.

Medium Scale Ground Mounted Solar Photovoltaic Installation: An Active Solar Energy System that occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10 - 250 kW DC).

Comments: Once an installation gets over 250 kW DC it requires review under the Large Scale Ground Mounted Bylaw Section 10.2

Purpose. The purpose of this section is to encourage the responsible development of small and medium scale ground-mounted solar energy systems. Small-scale and medium scale ground-mounted solar energy systems shall be considered accessory structures to both residential and nonresidential uses.

Applicability. This section applies to small-scale and medium scale ground-mounted solar energy systems, including associated equipment. Small-scale ground-mounted solar energy systems are permitted by right as accessory uses. Medium Scale ground mounted solar energy systems shall require site plan approval from the Planning Board.

Solar photovoltaic Installations shall not be included in calculations for lot coverage or impervious cover as defined in section 5.1 Table of Dimensional regulations unless the area below the installation is to be paved or otherwise rendered impervious.

All solar photovoltaic installations must apply for and be granted a building permit before construction.

Small Scale Ground Mounted Solar Energy Systems General requirements:

Small-scale ground-mounted solar energy systems shall be permitted anywhere in a side or rear yard of any lot if they:

- Have rear yard setbacks of at least 30 feet;
- Have side yard setbacks of at least 30 feet;
- Have front yard setbacks of at least 40 feet
- Are not located between a building and any street; and
- Are no taller than 10 feet in height.

Small-scale ground-mounted solar photovoltaic installations shall be located so that the entirety of any system and associated equipment falls within the setback requirements.

All small-scale ground-mounted solar energy systems must comply with all applicable local, state, and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements.

Design and performance standards:

Outdoor lighting for the purpose of illuminating small-scale ground-mounted solar energy systems is not permitted. The solar energy system, including all accessories and appurtenant structures, shall be designed to minimize visual impacts, including preserving natural vegetation to the maximum extent possible, blending in equipment with the surroundings and adding vegetative buffers to provide an effective visual barrier from adjacent roads and screen abutting residential properties, regardless of development status. Siting shall be such that the view of the solar energy system from locations off-site shall be minimal.

Reasonable efforts shall be made to design small scale solar energy systems to prevent reflected solar radiation or glare from becoming a public nuisance or hazard to adjacent buildings, roadways, or properties. Such efforts may include, but not be limited to, deliberate placement and arrangement, anti-reflective materials, solar glare modeling, and screening in addition to required landscaping.

Utility connections. Reasonable efforts shall be made to place all utility connections from small scale, ground-mounted solar energy systems underground, depending on appropriate soil conditions, shape, and topography of the site, as well as any requirements of the utility provider. Electrical transformers for utility interconnections may be aboveground if required by the utility provider. THIS SECTION TO BE REVIEWED BY ELECTRICAL INSPECTOR

Noise. Noise generated by small-scale ground-mounted solar energy systems and associated equipment and machinery shall conform at a minimum to applicable state and local noise regulations, including the DEP's Division of Air Quality noise regulations, 310 CMR 7.10.

Medium Scale Ground Mounted Solar Photovoltaic Installations General Requirements:

Medium-scale ground-mounted solar energy systems shall be permitted anywhere in a side or rear yard of any lot if they:

- Have rear yard setbacks of at least 100 feet;
- Have side yard setbacks of at least 100 feet;
- Have front yard setbacks of at least 100 feet
- Are not located between a building and any street; and
- Are no taller than 15 feet in height.

Medium-scale ground-mounted solar photovoltaic installations shall be located so that the entirety of any

system and associated equipment falls within the setback requirements.

All medium-scale ground-mounted solar energy systems must comply with all applicable local, state, and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements.

Design and performance standards:

Outdoor lighting for the purpose of illuminating medium-scale ground-mounted solar energy systems is not permitted. The solar energy system, including all accessories and appurtenant structures, shall be designed to minimize visual impacts, including preserving natural vegetation to the maximum extent possible, blending in equipment with the surroundings and adding vegetative buffers to provide an effective visual barrier from adjacent roads and screen abutting residential properties, regardless of development status. Siting shall be such that the view of the solar energy system from locations off-site shall be minimal.

Reasonable efforts shall be made to design solar energy systems to prevent reflected solar radiation or glare from becoming a public nuisance or hazard to adjacent buildings, roadways, or properties. Such efforts may include, but not be limited to, deliberate placement and arrangement, anti-reflective materials, solar glare modeling, and screening in addition to required landscaping.

Utility connections. Reasonable efforts shall be made to place all utility connections from medium scale, ground-mounted solar energy systems underground, depending on appropriate soil conditions, shape, and topography of the site, as well as any requirements of the utility provider. Electrical transformers for utility interconnections may be aboveground if required by the utility provider. THIS SECTION TO BE REVIEWED BY ELECTRICAL INSPECTOR

Utility Notification - No grid-intertie medium scale photovoltaic system shall be installed until evidence has been given to the Planning Board that the owner has submitted notification to the utility company of the customer's intent to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.

Safety - The medium-scale ground-mounted solar energy system owner or operator shall provide a copy of the Site Plan Review application to the local fire chief. All means of shutting down the solar installation shall be clearly marked.

Visual Impact – Reasonable efforts, as determined by the Planning Board, shall be made to minimize visual impacts by preserving natural vegetation, screening abutting properties, or other appropriate measures.

Land Clearing, Soil Erosion and Habitat Impacts - Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of ground-mounted solar energy systems or as otherwise prescribed by applicable laws, regulations, and bylaws/ordinances.

Noise. Noise generated by medium-scale ground-mounted solar energy systems and associated equipment and machinery shall conform at a minimum to applicable state and local noise regulations, including the DEP's Division of Air Quality noise regulations, 310 CMR 7.10.

Site Plan Review provisions for medium-scale ground-mounted solar energy systems:

Medium-scale ground-mounted solar energy systems proposed shall undergo Site Plan Review in accordance with Section 13.5 prior to construction, installation or modification as provided in this section.

Site Plan Document Requirements:

Pursuant to the Site Plan Review process, the project proponent shall provide the following documents, as deemed applicable by the Planning Board:

A site plan showing:

- (a) Property lines and physical features, including roads, for the project site;
- (b) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures;
- (c) Blueprints or drawings of the solar energy system showing the proposed layout of the system, any potential shading from nearby structures, the distance between the proposed solar collector and all property lines and existing on-site buildings and structures, and the tallest finished height of the solar collector;
- (d) Documentation of the major system components to be used, including the panels, mounting system, and inverter;
- (e) Name, address, and contact information for proposed system installer;
- (f) Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any;
- (g) The name, contact information and signature of any agents representing the project proponent; and
- (h) Zoning district designation for the lot(s) of land comprising the project site.
- (i) Locations of active farmland and prime farmland soils, wetlands, permanently protected open space, Priority Habitat Areas and BioMap 2 Critical Natural Landscape Core Habitat mapped by the Natural Heritage & Endangered Species Program (NHESP) and "Important Wildlife Habitat" mapped by the DEP.
- (j) Locations of floodplains or inundation areas for moderate or high hazard dams;
- (k) Locations of local or National Historic Districts;

Abandonment or Decommissioning

Any medium-scale ground-mounted solar photovoltaic installation which has reached the end of its useful life or has been abandoned shall be removed. The owner or operator shall physically remove the installation no more than 150 days after the date of discontinued operations or abandonment. The owner or operator shall notify the Planning Board by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:

- 1) Physical removal of all medium-scale ground-mounted solar photovoltaic installations, structures, equipment, security barriers, and transmission lines from the site.
- 2) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.

3) Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Board may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

Removal by Town

If the owner or operator of the medium-scale ground-mounted solar photovoltaic installation fails to remove the installation in accordance with the requirements of this Section within 150 days of abandonment or the proposed date of decommissioning, the Town may enter the property and physically remove the installation.

Performance Guarantee

The Planning Board may require an applicant for a medium scale ground-mounted solar photovoltaic installation to provide a performance guarantee, in the form of an escrow account, bond or tripartite agreement, to cover the cost of removal in the event the town must remove the installation and repair any damage done to the subject property, in an amount and form determined to be reasonable by the Board. Such performance guarantee shall not be required for municipal or state owned facilities.

Accessory Roof-Mounted Solar Photovoltaic Installations

Nothing in this Section shall be construed to prevent the installation, pursuant to G.L. c. 40A, s. 3, of accessory roof-mounted solar photovoltaic installations in any district.

Comments: We currently have only a Bylaw that regulates large scale ground mounted solar and with new technology, the smaller ground mounted systems are more popular. We want to be prepared in the event that a resident wants to install one of these units. Our proposed bylaw does not require site plan approval for small scale but it does have requirements that need to be met before a building permit would be issued. We have additional setback requirements that we will be reviewing with Town Counsel to determine legality. Currently in Wenham most applications for solar is for roof mounted solar which only requires a building permit and must adhere to building codes. We have defined small scale and medium scale based on state recommendations found in the Executive Office of Energy and Environmental Affairs Model Zoning for the Regulation of Solar Energy Systems. <https://www.mass.gov/files/documents/2017/10/16/model-solar-zoning.pdf>

Because Wenham is a Green Community, we must adhere to the criterion established by the State. Criterion 1 is met by a municipality passing zoning in designated locations for the as-of-right siting of renewable or alternative energy generating facilities, research and development facilities, or manufacturing facilities. And Criterion 2 requires expedited permitting within one year. Wenham passed the Large-Scale Solar bylaw which identifies parcels larger than 20 acres as sites for as-of-right siting locations for large scale ground mounted solar and guarantees permitting in less than one year. Even though it is as-of-right, we are still able to require site plan approval. But we do not want to discourage solar installations in any capacity as that is not allowed by the State.

We are proposing adding requirements for small-scale ground mounted solar and site plan approval for medium-scale. And we will maintain the current large-scale bylaw as it is. This draft bylaw has been pulled from several different communities in MA that are also Green Communities. We will have it reviewed by Town Counsel.

Information regarding Solar Panels:

If the average household consumes about **11,000 kWh** per year and we assume 250-watt solar panels, we can use the high and low panel production ratios to calculate how many solar panels are needed on average. Thus, the typical homeowner will need **28 – 34 solar panels** to cover 100% of energy usage (dependent on location and roof size).

Solar panel systems in California are smaller than the solar panel systems in Massachusetts but are able to produce the same amount of power because they're exposed to more sunlight each year. Homeowners in less sunny areas, like Massachusetts, can make up for this disparity by simply using more efficient panels or increasing the size of their solar energy system, resulting in slightly more solar panels on their rooftop!

Solar panel size and weight, residential and commercial panels

FEATURE	RESIDENTIAL PANELS	COMMERCIAL PANELS
# of Solar Cells	60	72
Average Length (inches)	65	78
Average Width (inches)	39	39
Average Depth (inches)	1.5 - 2	1.5 - 2

The number of solar cells on one panel is directly related to its length. 72-cell commercial solar panels are approximately 13 inches longer than 60-cell residential panels.