



# **Governor Stoughton Trust**

## **Meeting Packet**

**November 14, 2023**

# Request for Proposals (RFP)

**To select a developer to design, construct, operate and manage affordable rental units consisting of no more than 35 units on approximately 3.5 acres of land at 165 Governor Stoughton Ln. Milton, MA 02186**



## Table of Contents

### Important Dates

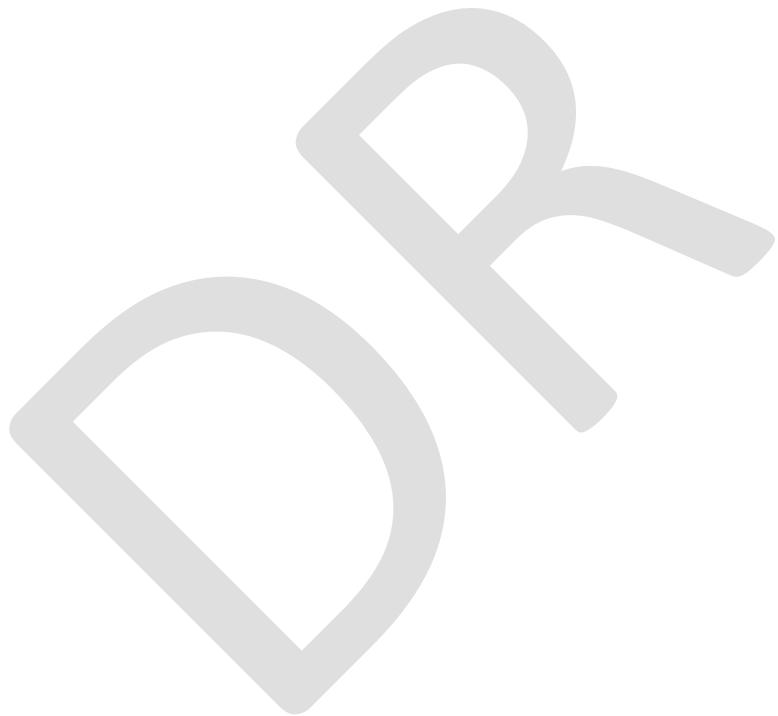
Pre-Proposal Meeting/Site

Tour: [REDACTED]

Proposal Submission

Deadline:

- I. Invitation to Bid**
- II. Proposal Submission and Selection Process**
- III. Site Tour and Briefing**
- IV. Development Objectives**
- V. Property Description**
- VI. Proposal Submission Requirements**
- VII. Developer Selection Criteria**
- VIII. Selection Process**
- IX. Post Selection**
- X. Attachments**



## I. Invitation to Bid

The Governor Stoughton Trust (“Trust”), through its Trustees, is seeking proposals from qualified developers to develop no more than 35 units of affordable rental housing at a range of incomes on a parcel of land owned by the Town of Milton. The property, totaling +/- 4 acres, is located at 165 Governor Stoughton Lane Milton MA 02186, and is further described in deeds recorded with the Norfolk County Registry of Deeds in Book 35777, Page 371. At least 50% of the units shall be affordable to households having an income of no more than 80% of AMI, with a preference for units targeted to households with a range of incomes between 50% and 80% AMI. **Increasing the percentage of affordable units and/or the range of affordability is encouraged and will score higher.**

The Trust intends to enter into a Land Development Agreement and to lease the property to the developer, with affordability restrictions. The developer will be responsible for the design, construction, development, and operation of the rental units at the property.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to carry out a development project that best addresses the needs and goals of the community as described in this RFP. The most advantageous proposal, from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the RFP, will be selected.

Request for Proposal documents can be obtained at the Town of Milton Office of Select Board 525 Canton Ave. Milton, 02186 or by email request to Josh Eckart-Lee at [jlee@townofmilton.org](mailto:jlee@townofmilton.org).

## II. Proposal Submission and Selection Process

The Trust has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L. c. 30B. The provisions of M.G.L. c. 30B are incorporated herein by reference.

Applicants shall submit on or before 11:00 a.m., [REDACTED], 2023, a clearly marked original proposal plus seven copies, including an electronic copy on a flash drive, to:

**Tim Czerwienski**

**Town of Milton**

**525 Milton Ave.**

**Milton, MA 02186**

Faxed or electronically mailed proposals will be deemed non-responsive and will not be accepted.

Proposals submitted after the submission deadline will not be accepted. In order to be considered a complete submission, proposals should be marked **“Milton’s Town Farm Housing Proposal”** and must include all required documents completed and signed by a duly authorized signatory, including the following:

1. Cover page labeled Milton's Town Farm Housing Proposal to the Town of Milton for the development of rental family housing, specifying: (1) the development entity, (2) primary contact person, and (3) all contact information.
2. One clearly marked original, in a three-ring binder, and 7 copies of the proposal with required attachments.
3. An electronic version of the complete proposal submission on a flash drive.

**The Trust reserves the right to reject any or all proposals or to cancel this Request for Proposals if that is deemed to be in the best interest of the Town.**

#### **Inquiries on RFP**

All inquiries should be made via e-mail and directed to: Josh Eckart-Lee at [jlee@townofmilton.org](mailto:jlee@townofmilton.org) no later than **4:00 p.m. on \_\_\_\_\_, 2023**. Inquiries should have a subject line entitled: *Milton's Town Farm Housing RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries for which a response is provided, together with the responses, will be shared with all proposers who have provided their contact information.

#### **Proposers' Responsibility for Due Diligence**

Proposers should undertake their own review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

#### **Additional Notes**

Proposals will be opened publicly at \_\_\_\_\_ on \_\_\_\_\_, 2023. A Proposer may correct, modify, or withdraw a proposal by written notice received prior to the time set for the submission of proposals, but not thereafter. Each responsive proposal will be evaluated first for compliance with the threshold (minimum) criteria and, if it meets those criteria, then evaluated according to the criteria set forth in Attachment (A) 'Comparative Evaluation Criteria'.

The Trust makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments, is made subject to errors, omissions, and withdrawal without prior notice, and different interpretations of laws and regulations. The Proposer assumes all risk in connection with the use of the information and releases the Trust from any liability in connection with the use of the information provided by the Trust. Further, the Trust makes no representation or warranty with respect to the property, including without limitation, the value, quality or character of the property or its fitness or suitability for any particular use and/or the physical and environmental condition of the property. The property will be conveyed in "AS-IS" condition.

Each Proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the property, applicable zoning, and other land use laws, required permits and approvals, and other development, ownership and legal considerations pertaining to the property and the use of the property, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the Proposer's use. All costs and expenses of leasing and developing the property, including, without limitation, the costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

The Milton Affordable Housing Trust has applied for funding to the Community Preservation Committee for assistance in their work supporting development at the site.

### III. Site Tour and Briefing

Interested Proposers are encouraged to attend a voluntary on-site briefing session at 165 Governor Stoughton Lane Milton, MA 02158 on \_\_\_\_\_, 202\_\_\_\_\_ at \_\_\_\_\_ (See Locus maps in Attachment B). The site visit is not mandatory; however, all proposers must familiarize themselves with the property by undertaking an independent review and analysis of physical conditions, regulatory constraints, required permit and approvals, and other legal considerations.

#### **IV. Development Objectives**

The Trust is seeking a developer to build affordable rental housing units consisting of no more than 35 units on the site. The development should be designed for a variety of households (individuals of all ages, families with children, persons with disabilities) and reflect a mix of affordability levels.

The Trust would like to see an architecturally harmonious development with no more than (3) buildings. The bedroom mix should be based on the site's capacity, good site planning and landscaping considerations, and the market and financial feasibility of an affordable rental project at this location. **The Trust would also like the developer to honor the property's history as a working poor farm**, which means considering imitating~~replication of~~ existing or former buildings and including green design elements such as green roofing and/or shared garden space.

Preservation of the existing Pest House at its current site should be included in all proposals.  
The Pest House (1888) was historically used to house smallpox patients and additional living  
quarters to supplement space in the Men's Almshouse. Beginning in 1941, the Pest House,  
along with other structures on the Town Farm, were rented with the proceeds used by Trustees  
for the poor of Milton. The Pest House was moved to its present location by Pulte Homes of  
New England during the development of Woodlot Drive.

The development of the property will be subject to a Land Disposition Development Agreement and Ground Lease in forms that are acceptable to the Trust. Once the conditions of the Land Development Disposition Agreement are satisfied, the Trust and Developer will enter into a 99-year Ground Lease (See examples in Attachment D).

## Affordability

At least 50% of the units shall be affordable to households at or below 80% Area Median Income (AMI). The Trust prefers that the development include units that are affordable to households with incomes ranging from 350% AMI to 80% AMI (See Evaluation Criteria at Attachment A for details). The proposer should include a clear analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix. The Trust is seeking affordability in the design of the units (e.g., energy efficient utilities and maintenance)

in addition to affordability by restriction. All affordable units must meet the requirements for inclusion in the [Department of Housing and Community Development's \(DHCD\) Executive Office of Housing and Livable Communities' \(EOHLC\)](#) Subsidized Housing Inventory (SHI) and the developer shall be responsible for ensuring that all units count in the SHI.

The developer ~~shall~~may enter into a Regulatory Agreement with the Subsidizing Agency. Proposers are advised that all mortgages and other monetary liens encumbering the property may be subject and subordinate to ~~the~~a Regulatory Agreement and the affordable housing restriction. The affordability requirements may survive the foreclosure of any mortgage, deed given in lieu thereof, or any similar action, to the extent financially feasible to do so.

### **Unit Types**

The development should reflect the needs of Milton and provide housing for a range of household sizes. For this reason, the Trust is interested in no more than 3 buildings as well as "universally accessible" design. At least 10% of the units shall contain three or more bedrooms to satisfy the State's family housing policy. Unit layouts should emphasize efficiency. Kitchens should be sized based on the bedroom composition of the unit.

### **Building Design and Aesthetics**

The development's architecture should reflect and be compatible with the existing architecture and style of the Milton community. The goal is for the development to look like it belongs on the site and respects the land use history of Milton's Town Farmin-Milton.

The Trust encourages the following:

- Multiple buildings, no more than 3, which can be of various sizes.
- Buildings shall not be more than 3 stories.
- Native landscaping in keeping with Milton character.
- Outdoor common and recreation areas, including walkways.
- Ample storage for residents in either the basement or sheds
- Bicycle storage racks
- Onsite laundry facilities
- Parking should be scattered as much as possible.
- Areas for outdoor trash and recycling receptacles
- Sensitivity to neighborhood and adjacent properties
- Space for community gardening

### **Energy Efficiency**

The Trust is looking for proposals that include building and site designs that reduce the tenants' energy, water usage and cost, and limit the project's environmental impact. Details regarding sustainable design features should be incorporated into the proposal.

Proposals that meet Passive House, LEED or other energy efficiency standards are preferred.

### **Site**

The property is located at 165 Governor Stoughton Lane Milton, MA 02158, and is identified as Assessor's Parcel ID # K-6-3 (See Locus maps Attachment B). It contains approximately 4 Acres. The parcel is bound by the Milton Woods residential development to the south; residential properties to the east; forested land to the west; and the Quisset Brook residential development to the north. The Site has limited frontage on Governor Stoughton Lane to the northeast. The Site is developed with four existing buildings, a lawned field area, undeveloped wooded areas, a paved access road to Governor Stoughton Lane and is the current home of the Milton Animal Shelter.

The Site is encumbered by two easements: An access/drainage easement (Easement #1) is located within the southwestern portion of the Site and an access/utility easement is located within the eastern portion of the Site. Easement #1 appears to provide maintenance access to an infiltration basin constructed as part of the abutting Milton Woods development south of the Site. Easement #2 appears to provide emergency vehicle access to the same development in addition to providing maintenance access for several utilities. Additional utility information related to these easements can be found in Section 5.0. These easements reduce the buildable area of the lot to approximately 3.5 acres.

### **Project Permitting**

The property is zoned RES A. Proposals should include a description of the permitting process that the developer plans to use. The Trust anticipates permitting will be through M.G.L. Chapter 40B (Comprehensive Permit) as a . This will be considered a "Friendly" 40B/friendly 40B/local initiative program or a Planned Unit Development ("PUD"). PUD.

### **Rental Management**

The successful respondent's development team must include a qualified and experienced property management firm, or, if not identified at the time of submission, a description of the process for procuring such a firm and the performance standards to be met by the property management firm. There shall be on-site management and 24-hour emergency maintenance service.

## **V. Property Description**

### **Deed**

Norfolk County Registry of Deeds Book 35777 Page 371.  
Please see Attachment C for the Deed.

### **Zoning**

The property is currently zoned RES A; however, it is expected that the successful developer will work with the Town of Milton to gain approval of a "friendly" 40B permit utilizing a Comprehensive Permit through M.G.L. Chapter 40B.

### **Utilities**

- Water: Public/Town
- Wastewater/Sewer: Public/Town
- Electric: Eversource
- Gas: National Grid

### **Ground Lease**

The Ground Lease shall require the Proposer to maintain insurance in amounts reasonably acceptable to the Trust and name the Trust as an additional insured, and shall be an absolute triple net lease, requiring the Proposer to be solely responsible for the maintenance and operation of the property, including, without limitation, the payment of utilities, taxes and insurance of the property, among other costs. The Ground Lease shall be substantially similar to the Lease attached hereto and incorporated herein.

## **VI. Proposal Submission Requirements**

### **The Development Team**

The proposal must include a description of the development team, the individuals, and organizations involved in the development, **including the project manager**, and the experience of these parties. The development team may include, without limitation, the developer, property manager, architect, contractor, engineers, consultants, lenders, and investors.

Proposals must include:

- The name, address, e-mail address, and telephone number of the proposer; the name of any representative authorized to act on his/her behalf, and the name, title and contact information for the individual designated by the developer to receive all correspondence from the Trust and its agents.
- The names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under their own name, a description of the firm and legal form and status of the organization (e.g., whether a for-profit, not-for-profit, a general or limited partnership, a corporation, LLC, LLP) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit entity, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The ownership structure of the entity to enter into the Ground Lease and the Land Development-Disposition Agreement with the Trust and its relationship to any investors, lenders, and guarantors of debt, if any.
- Identification of all principals, partners, co-venturers, or sub-developers participating in the transaction, and the nature and share of each participants' ownership in the project.
- Identification of the person designated to be the property manager if the property developer will also be the property manager. If this is not the case, state the legal and financial relationship between the entities and describe the process for securing property management services and criteria and minimal qualifications it will use in selecting the property management firm.

- Identification of the development team, such as architects, engineers, landscape designers, contractor, and development consultants. In addition, provide background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project.
- A summary of the developer's and the development team's experience, both collectively and individually, with similar projects. Particular attention should be given to demonstrate experience with **projects of a similar scale and complexity, site conditions, permitting issues, design and/or financing, community involvement**, as well as location. Proposers should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.
- A list of all projects in progress or planned with details of their status.

### **Format**

Proposers should use the following format to submit the information required (above):

- For referenced projects: project name, location, project type, number of residential units, project scope, start date, projected and actual completion date, total development costs, development team, key personnel, and status.
- Narrative on why the Proposer's experience is relevant to the 165 Governor Stoughton Lane housing development.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Trust and the development team during all phases of the project.
- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals, or any affiliates.
- Confirmation that no local, state, or federal taxes are delinquent and outstanding for the development team or any constituent thereof.
- Provision of third-party references for 3 completed projects including at least one affordable housing project. Provide contact names, title, and current telephone numbers, who can provide information to the Trust concerning the Proposer's experience with similar projects.

### **Development Concept**

The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:

- Number and size of units (square footage and number of bedrooms) and affordability levels. Include narrative as to why/how the mix of bedrooms, sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Preliminary site design.

- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings and green design elements of the buildings and site design.
- Construction staging plan and **discussion of construction and future ongoing impacts as to how the project will be managed to limit impact on neighbors**, in particular with respect to noise and traffic during and after the construction period and drainage and vehicle access after the project is completed.
- Project financing – provide a sources and uses pro forma (see comparative evaluation criteria), and describe previous experience in securing such funding. Describe in detail what, if any, local, state, or federal subsidy funds will be sought to create affordability and the timeline for securing those sources.
- Projected 10-year operating budget
- Letters of interest from both construction and permanent lenders (mentioned in the comparative evaluation criteria)

### **Conceptual Design Drawings**

The proposal must include 11 x 17 plans including:

- Site plan that shows parking layout and numbers of parking spaces, roadways and walkways, building footprints, any programmed outdoor space, and vegetated buffers.
- Landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas and the users of those areas.
- Floor plans
- Elevations with material indications
- Typical unit plans
- Color Renderings from two perspectives

### **Management Plan**

Please provide a management plan that includes the following:

- Description of the target market (e.g., pricing and the strategy for marketing and lottery process).
- In addition, if the Proposer includes a property manager as part of the team, all relevant information as outlined under 'The Development Team', above, including details of any projects where the Proposer and Manager have previously worked together.
- Lottery for affordable units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all the affordable units. Proposals may include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units for inclusion on the Subsidized Housing Inventory prior to issuance of a building permit. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.
- Experience with Low Income Housing Tax Credits if proposed as a funding source.
- Experience with project-based rental assistance, Section 8, 811, and/or MRVP if proposing such subsidies.

The Proposer and/or its property manager must demonstrate:

- A clear understanding of fair housing requirements/laws.

- A clear understanding of the local preference opportunities and requirements, and how the lottery will address any local preference.
- Ability and commitment to utilize appropriate stated standards to determine program and unit eligibility – i.e., qualified tenants.
- Clear criteria for tenant selection and a fair and unbiased selection process.
- Competency for selecting properly qualified tenants.
- Ability and commitment to maintain all necessary reports and certifications required under state and federal law.

### **Implementation Plan and Timeline**

The proposed development should be completed within 4 years of the execution of the Land [Development Disposition](#) Agreement. Extensions may be granted at the discretion of the Trustees. The proposal must include a description of how the development concept will be implemented, including, but not limited to:

- Detailed development schedule for all elements of the plan including key milestones, financing benchmarks, zoning approvals and compliance, and projected completion/occupancy timeframes.
- Outline of the required land use, environmental, operation, and other governmental or regulatory approvals, including zoning, development, and environmental permits. The proposer should provide a schedule for securing approvals as part of the proposal. The Proposer should note what zoning variances, special permits, or modifications, if any, are required as part of the development plan.

**All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. Proposers may be invited to present their proposal to the review committee. The presentation will not be scored.**

### **Price Proposal**

The Price Proposal Form (Attachment I) should be completed and submitted with the proposal. The Town expects the Lease Payment to be a nominal fee.

## **VII. Developer Selection Criteria**

### **Minimum Threshold Criteria**

The following are minimum criteria for Proposal consideration. Proposals that do not clearly and fully convey compliance with these minimum criteria will not be considered.

- Complete conformance with all Submission Requirements (Sec. VI)
- Price Proposal Form, setting forth the lease fee for the land, found in Attachment I
- Proposer must have a minimum of 5 years' experience in development. If the proposer does not have experience with affordable housing development, then a development consultant or partner must have 5 years' experience with affordable housing.

- A successful track record of similarly sized projects with at least 3 references
- Availability to begin work towards permitting within 60 days of executing the Lease Agreement Land Development Disposition Agreement and show sufficient staff resources and availability to perform required services.
- Complete required forms found in Attachment I (Certificate of Tax Compliance), Attachment J (Certificate of Non-Collusion), Attachment K (Disclosure Statement required by M.G.L. c. 7C, Section 38 (formerly M.G.L. c. 7, Section 40J) and Attachment L (Certificate of Authority)

### **Comparative Evaluation Criteria**

Projects meeting the minimum threshold criteria will then be judged and scored based on the Comparative Evaluation Criteria further explained and outlined in Attachment A.

### **Proposal Submission Terms and Requirements**

- A. The Trust reserves the right to reject any and all proposals in whole or in part, and to waive minor informalities, when in its sole discretion to do so is deemed to be in the best interests of the Trust and to the extent permitted by law.
- B. Proposals that meet all quality requirements shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as nonresponsive.
- C. All proposals shall be submitted to the Trust, as and where set forth above, on or before the proposal deadline. Proposals and unsolicited amendments to proposals received by the Trust after the proposal deadline will not be considered, and requests for extensions of time will not be granted. Proposers who mail proposals should allow sufficient time for receipt by the Trust by the proposal deadline. Proposals received after the proposal deadline will be returned to the Proposer unopened.
- D. All proposals shall be signed in ink by the Proposer. If the Proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation.
- E. All proposals submitted shall be binding upon the Proposer for a minimum period of one hundred twenty (120) calendar days following the opening of proposals.
- F. Proposals submitted to the Trust shall be securely kept and shall remain unopened until the proposal deadline and the opening of proposals.
- G. Proposals once submitted may, upon request of the Proposer prior to the proposal deadline, be withdrawn or amended. If amended, resubmission of the proposal shall comply with all

requirements of this RFP. No amendments may be made, or proposals withdrawn after the proposal deadline.

- H. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the proposal deadline. The Trust does not assume any responsibility for errors, omissions, or misinterpretations which may have resulted in whole or in part from the use of incomplete proposal documents. Any Proposer finding an ambiguity, inconsistency, or error shall promptly notify the Trust.
- I. If it becomes necessary to revise any part of this RFP or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all Proposers who have requested this RFP and provided their contact information. No addenda will be issued within the immediate five (5) business day period prior to the proposal deadline.
- J. By submitting a proposal in response to this RFP, the Proposer shall be deemed to have certified that no officer, agent, or employee of the Trust or Town of Milton has a direct or substantial financial interest in the procurement, that the proposal is submitted in good faith and exclusively on Proposer's own behalf, without fraud, collusion or connection of any kind with any other Proposer for the same work or with any undisclosed party.
- K. Proposers may add additional stipulations or otherwise qualify their proposals, but the Trust shall retain the sole right to judge the importance of any such stipulation or qualification. If the Trust determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the Proposer does not clearly indicate this to be an alternative for consideration, then the Trust reserves the right to reject such proposal.
- L. Selection of a Proposer's proposal will not create any rights on the Proposer's part, including, without limitation, rights of enforcement, equity, or reimbursement, until the [Land Development-Disposition](#) Agreement and all related documents are fully executed.
- M. It is understood, agreed upon and made a part hereof, and shall be a part of the [Land Development-Disposition](#) Agreement, that the Agreement entered into between the Trust and the Proposer and/or the Proposer's rights therein shall not be assigned, except to an entity formed by the Proposer for the purpose of entering into the Group Lease, unless or until the Trust shall have first assented thereto in writing, in its sole discretion.
- N. The Trust reserves the right to modify any specifications and submission requirements associated with the proposal and the scope of the project.

## **VIII. Selection Process**

An evaluation committee, to be formed by which will includethe Governor Stoughton Trustees, will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein, and make a recommendation to the Governor Stoughton Trustees after determining which proposal is deemed the most advantageous and responsive proposal. Evaluation of the proposals will be based on the information provided in the

Proposers' submissions in accordance with the submission requirements of this RFP and any interviews, references, and additional information requested and/or gathered by the Trust.

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Trust reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Trust may request additional information of one or more proposers relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the evaluation committee and/or the Trustees. Failure to comply with this request will result in a rejection of the proposal at issue.

Following the receipt of any additional information requested of the proposers by the Trust, if any, proposals will be evaluated and rated by the Trust according to the comparative evaluation criteria set forth in this RFP. The Trust will select the most advantageous proposal, taking into consideration all the evaluation criteria set forth in this RFP.

The Trust will notify all Proposers in writing of its decision.

The Trust reserves the right to reject any or all proposals or to cancel this Request for Proposals at any time if doing so is in the best interests of the Trust.

## **IX. Post Selection**

### **Land Development Disposition Agreement and Ground Lease**

The proposer selected by the Trust will be given exclusive rights to negotiate with the Trust the terms of the Land Development Disposition Agreement (LDA) and the Lease of the property, which LDA and Lease will be substantially on the same terms as the LDA and Lease attached hereto as Attachment D. If, at any time, such negotiations are not proceeding to the satisfaction of the Trust, in its sole discretion, then the Trust may choose to terminate said negotiations. The Trust may select another proposer with whom to initiate negotiations.

The selected proposer and the Trust shall enter into the LDA within ninety (90) days from the date the proposer is notified of the award unless the Trust extends the same, in its discretion. Once all conditions of the LDA are met, the Ground Lease will be finalized and endorsed.

### **Chapter 30B Real Property Developments to Promote Public Purpose Requirements**

If the Trust determines that the public purpose of the project is best met by leasing the property for less than fair market rental value, the Trust will post a notice in the Central Register explaining the reasons for this decision and disclosing the difference between the fair rental value and the rent to be received. This notice will be published before the Trust enters into any agreement with the selected developer.

## Attachments

- A. Comparative Evaluation Criteria
- B. Locus Map and Existing Conditions Survey
- C. Deed
- D. Draft Land Development-Disposition Agreement and Ground Lease
- E. **Housing Production Plan**
- F. Bohler Reports: Due Diligence
- G. Conceptual Site Designs
- H. Price Proposal Form
- I. Certificate of Tax Compliance
- J. Certificate of Non-Collusion
- K. Disclosure Statement
- L. Certificate of Authority

## ATTACHMENT A

### Comparative Evaluation Criteria: 165 Governor Stoughton Lane Milton, MA 02186

	<u>Unacceptable</u> <u>Less</u> <u>Advantageous</u>	Advantageous	Highly Advantageous
<b>Developer Experience &amp; Capacity (Team)</b>			
<ul style="list-style-type: none"> <li>• Demonstrated experience as a principal or lead development officer in and capability for designing, permitting, developing, and managing similar residential projects.</li> <li>• Outcome of comparable projects</li> <li>• Property management experience with similar projects</li> <li>• The quality of the team's reputation and references, particularly in terms of its regulatory track record and ability to complete projects as proposed</li> <li>• Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements</li> </ul>	<p>Development team members have only minimal experience in the development of projects with similar scope – including legal, design, development, financing, and management experience with rental housing.</p>	<p>Development team members have significant experience in the development of projects of similar scope – including legal, design, financing, affordable housing management. Energy efficient buildings are not part of standard approach. Past developments demonstrate good property management structure.</p>	<p>Development team members have extensive experience in the development of projects of similar scope – including legal, design, financing, affordable housing management. Energy efficient design is their standard approach to design and development. Past developments demonstrate excellent property management structure and professionalism.</p>
<b>Affordability</b>			
Proposal meets a range of incomes. All the <b>affordable</b> units must be restricted to households at or below 80% AMI	<p>Less than <u>5100%</u> of the <b>affordable</b> units are affordable to 80% AMI.</p>	<p>All <b>affordable units</b> are affordable to 80% AMI <b>and at least 50% of the units are affordable.</b></p>	<p>All the <b>affordable</b> units are affordable to 80% AMI or below with the affordability ranging from <b>30%</b> AMI to 80% AMI <b>and at least 75% of the units are affordable.</b></p>

<b>Site Design</b>			
<ul style="list-style-type: none"> <li>• Thoughtful and efficient site design using the natural topography of the site as much as feasible.</li> <li>• Efficient, safe <a href="#">internal</a> traffic flow</li> <li>• Underground utilities</li> <li>• Exterior lighting – minimal impact to neighbors and night sky</li> <li>• Landscape plan including within parking area includes native plantings and, when feasible, enhances rather than replaces existing vegetation.</li> <li>• Designated area for snow</li> <li>• Adequate parking and walkways for residents and visitors</li> <li>• Natural buffer to surrounding residential neighbors as required in the narrative (Section IV, Site)</li> <li>• Respects adjacent properties.</li> <li>• Provides programmed outdoor community gathering space for a variety of ages.</li> <li>• Includes bike racks.</li> </ul>	<p>Proposal fails to meet the majority of the RFP criteria for site design.</p>	<p>The proposal meets some or all of the RFP site design criteria with thoughtful building siting, safe, efficient traffic flow, and maintains the natural buffers to surrounding neighborhoods, as required.</p>	<p>Proposal meets or exceeds all of criteria</p>
<b>Infrastructure and Green Design</b>			
<ul style="list-style-type: none"> <li>• Underground utilities</li> <li>• Storm water management uses standards of low impact development.</li> <li>• Buildings are located for maximum solar potential.</li> <li>• Roof construction is “solar ready” (designed to support solar panels)</li> <li>• Meets green design standards for LEED, Passive House, or other comparable programs.</li> <li>• Provide charging station(s) for EVs.</li> </ul>	<p>Proposal fails to meet a majority of the RFP criteria for infrastructure and green design</p>	<p>The proposal meets some of the RFP infrastructure and green design criteria</p>	<p>Proposal meets the or exceeds all of criteria</p>

<b>Building Design</b>			
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<ul style="list-style-type: none"> <li>Conceptual design includes no more than 3 buildings.</li> <li>Exterior is of high quality, while remaining compatible with local architectural design</li> <li>Creative design that is cost effective and high quality.</li> <li>Interior design and layouts meet a variety of household sizes, aesthetics, and resident mobility needs.</li> <li>Finishes support durability and low maintenance for tenants</li> <li>Construction maximizes soundproofing between units.</li> <li>Provides community space for residents, preferably with kitchen facilities</li> <li>Includes office space for management.</li> <li>Provides storage space, either in basements or sheds</li> <li>Prefer individual exterior space (patios or balconies)</li> <li><b>Pest House is preserved as part of development</b></li> </ul>	<p>Design appears incongruous with local designs, interior layout does not meet a variety of household types and mobility needs, and does not comply with a majority of the RFP criteria</p>	<p>Design reflects or complements local designs, layout provides for a variety of household types and mobility needs.<sup>7</sup> Complies with a majority of the RFP criteria and preferences <b>and Pest House is preserved.</b></p>	<p>Design proposal articulates a creative development vision that is a cost-effective, energy efficient, attractive design that reflects and/or complements the local aesthetics and provides a variety of household types and mobility needs.</p> <p>Complies with all the RFP criteria and preferences <b>and Pest House is preserved.</b></p>
<b>Financial Feasibility</b>			
<ul style="list-style-type: none"> <li>Adequacy of proposed budgets (development and operating)</li> <li>Appropriateness of rents in relation to the market</li> <li>Track record of securing proposed financing</li> <li>Availability and likelihood of approval of proposed pre-development, construction, and permanent financing</li> </ul>	<p>Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing and/or does not have a successful record of securing financing.</p>	<p>Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing.</p>	<p>Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.</p>

References, Site Visits, and Interviews			
<ul style="list-style-type: none"> <li>• A minimum of three references including references from all projects undertaken in the last 10 years <b>including from community members/neighbors of projects.</b></li> <li>• The evaluation committee may choose to visit proposers' completed projects.</li> <li>• The evaluation committee may require proposers to present their proposals. Presentations will not be scored.</li> </ul>	<p>Did not provide a minimum of 3 references, or references were poor and/or inadequate. Properties visited were in poor condition.</p>	<p>Strong references reflecting projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, and buildings were well designed.</p>	<p>Strong references reflecting timely completion, excellent budget control, excellent property management structure and professionalism of developer. Properties visited were in great condition, site layout building design, and landscaping excellent, and use of energy efficient and durable materials <b>and impacted community members were in support of projects.</b></p>

## Attachment B

## Locus Map – 165 Governor Stoughton Lane Milton, MA 02186



## **GROUND LEASE**

between

**THE GOVERNOR STOUGHTON TRUST**

as Landlord

and

**[TENANT]**

as Tenant

for Premises located on

165 Governor Stoughton Lane, Milton Massachusetts 02186

## TABLE OF CONTENTS

	PAGE
SECTION 1. Land .....	1
SECTION 2. Improvements, Repairs, Additions Replacements .....	1
SECTION 3. Term .....	2
SECTION 4. Benefits to Landlord .....	2
SECTION 5. Taxes and Utility Expenses .....	3
SECTION 6. Requirements of Public Authority .....	3
SECTION 7. Covenant against Liens .....	4
SECTION 8. Access to Premises .....	4
SECTION 9. Assignment and Subletting .....	4
SECTION 10. Indemnity .....	4
SECTION 11. No Warranty or Covenant .....	4
SECTION 12. Insurance .....	5
SECTION 13. Waiver of Subrogation .....	5
SECTION 14. Destruction .....	5
SECTION 15. Eminent Domain .....	5
SECTION 16. Easements .....	8
SECTION 17. Leasehold Mortgages .....	8
SECTION 18. Quiet Enjoyment; Landlord's Warranties .....	10
SECTION 19. Defaults .....	11
SECTION 20. Bankruptcy and Insolvency .....	11
SECTION 21. Waivers .....	12
SECTION 22. Soil Tests .....	12
SECTION 23 Landlord's Right to Audit .....	12
SECTION 24. Zoning .....	12
SECTION 25: Failure to Finance, Secure Required Approvals .....	12
SECTION 26. Permitting and Construction Schedule .....	13
SECTION 27. Force Majeure .....	13
SECTION 28. Notices .....	13
SECTION 29. Certificates .....	14
SECTION 30. Dispute Resolution .....	14
SECTION 31. Governing Law .....	14
SECTION 32. Partial Invalidity .....	14
SECTION 33. Short Form Lease .....	14
SECTION 34. Interpretation .....	14
SECTION 35. Entire Agreement .....	15
SECTION 36. Parties .....	15

## **GROUND LEASE**

THIS GROUND LEASE (this “Lease”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Execution Date”), by and between the Governor Stoughton Trust a charitable trust corporation with a usual place of business at 525 Canton Avenue, Milton, Massachusetts, 02186, by and through its Board of Trustees, (the “Trust” or “Landlord”), and [Tenant] a [Jurisdiction and Entity] with a usual place of business at [Address] (the “Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord is the owner of an approximately four (4) acre parcel of land located on 165 Governor Stoughton Lane, Milton, County of Norfolk, Commonwealth of Massachusetts, also known as the Milton Town Farm, and more particularly described in Section 1 herein and **Exhibit A** hereto (the “Land”); and

WHEREAS, Tenant desires to lease the Land from Landlord for the purposes described in this Lease; and

WHEREAS, this Lease was approved by the Governor Stoughton Trust Board of Trustees meeting held on \_\_\_\_\_, and Landlord is thus authorized to enter into said Lease;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

**SECTION 1. Land:** Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all of that tract, piece or parcel of land, situated on Governor Stoughton Lane in the Town of Milton, County of Norfolk and Commonwealth of Massachusetts, more particularly described in **Exhibit A** attached hereto and made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, including the Project, as defined herein (all of the foregoing hereinafter sometimes referred to as the “Premises”).

**SECTION 2. Improvements, Repairs, Additions Replacements:**

(a) Tenant shall, solely at its own cost and expense, construct a mixed-use development on the Premises, no more than 35 units of affordable rental housing at a range of incomes (the “Project”), all as set forth on the conceptual plans attached hereto as **Exhibit B**. The final plans for the Project (the “Plans”) shall be submitted to and approved by Landlord prior to the commencement of construction. Such Plans shall be attached to this Lease **Exhibit C** after Landlord has approved such Plans. Tenant shall not make any material changes to the Plans attached hereto without receiving the written consent of Landlord. In addition to the terms and conditions of this Section 2(a) and by way of clarification and not limitation, in no event shall

Tenant permit, allow, suffer or use the Premises for any residential uses, housing, dormitory, boarding home or the like.

(b) Following completion of the Project, Tenant may, at its own cost and expense, at any time and from time to time, make such reasonable alterations, changes, replacements, improvements and additions in and to the Project, subject to all applicable laws, including the demolition of any building(s) and improvement(s) and/or structure(s) that now or hereafter may be situated or erected on the Land (the Project, including any future alterations, changes, replacements, improvements and additions thereto, together with the Land, are hereinafter referred to as the "Premises"); provided, however, that Tenant shall not make any material changes to the scope of the Project without receiving the prior written consent of Landlord.

(c) Tenant shall be responsible for maintaining the Premises in good and usable condition, in a workmanlike fashion and in a manner that similar facilities, of good repute, are maintained, and Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the Premises during the term of this Lease.

(d) Until the expiration or sooner termination of this Lease (subject, however, to the rights of the holder of any Leasehold Mortgage to obtain a new lease as set forth in Section 18), title to any building or buildings or improvements situate or erected on the Premises and the building equipment and other items installed thereon and any alteration, change or addition thereto shall remain solely in Tenant.

(e) **NOTWITHSTANDING ANYTHING EXPRESS OR IMPLIED TO THE CONTRARY HEREIN: On the last day or sooner termination of the term of this Lease, for whatever reason, Tenant, and all of Tenant's agents, representatives, employees, subcontractors and instrumentalities, shall immediately quit and surrender to Landlord the Premises, free and clear of all liens and encumbrances of any kind, and obtain record discharge(s) of any Financing(s) or Leasehold Mortgage(s), and shall relinquish Tenant's title, ownership and all rights thereto. Title, ownership and possession shall immediately vest in Landlord with respect to the Premises, and Tenant shall cooperate with Landlord, using best efforts, to facilitate the transfer of title, ownership and possession to Landlord, including but not limited to the execution of any and all reasonable documentation necessary or recommended to accomplish such transfer and evidence such vesting.**

**SECTION 3. Term:** The term of this Lease shall commence on the Execution Date (the "Commencement Date") and shall be for a period of ninety-nine (99) years beginning on the Commencement Date. Tenant agrees, in the event of termination of this Lease in accordance herewith, to execute and deliver to Landlord an instrument, suitable for recording in the Plymouth County Registry of Deeds, evidencing the termination of this Lease.

**SECTION 4. Benefits to Landlord:** Tenant shall pay rent to Landlord of \_\_\_\_\_ per year in connection with this Lease, in addition to other consideration hereby expressly acknowledged.

## SECTION 5. Taxes and Utility Expenses:

(a) Tenant shall, during the term of this Lease, pay and discharge punctually, as and when the same shall become due and payable, all sewer rents and charges for water, stormwater, steam, gas, heat, hot water, electricity, light and power, and other service or services furnished to the Premises or the occupants thereof during the term of this Lease (hereinafter referred to as "Utility Expenses"). Each of Landlord and Tenant acknowledge and agree that Landlord shall have no responsibility whatsoever to provide, connect, install, maintain, upgrade or otherwise ensure or obtain any utility service for the Premises. Landlord hereby acknowledges that Tenant, as a tax-exempt corporation, is exempt from municipal taxes, including property taxes, and Landlord agrees to reasonably cooperate with Tenant, if necessary, in securing such exemption(s), at Tenant's sole expense.

(b) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Utility Expenses paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord shall, upon the reasonable written request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will forthwith pay over to Tenant such refund or rebate as received by Landlord.

## SECTION 6. Requirements of Public Authority:

(a) During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, bylaws, requirements, orders, directives, rules and regulations of the federal, state, county, Town and Town governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant, without cost or expense to Landlord, the validity or application of any law, bylaw, rule, regulation or requirement of the nature referred to in Section 6(a), and, if by the terms of any such law, bylaw, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit Tenant so to contest the validity or application of any law, bylaw, order, rule, regulation or requirement of the nature referred to in Section 6(a) (except for laws, bylaw, orders, rules, regulations or requirements of the Town), and to cooperate fully with Tenant in such contest.

**SECTION 7. Covenant against Liens:** If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within one hundred twenty (120) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands resulting therefrom.

**SECTION 8. Access to Premises:** Landlord or its agents shall have the right to enter upon the Premises at reasonable times and upon reasonable prior notice to examine the same; provided, however, that Landlord or its agents shall have the right to enter the Premises at any time, with or without prior notice, if compelled to do so by a Massachusetts court or when in the interest of the public safety, health or welfare.

**SECTION 9. Assignment and Subletting:** Tenant may not assign or sublease (in whole or in part or parts) this Lease (in whole or in part or parts) or sublease all or any part of the Premises and may not mortgage or otherwise encumber this Lease or any part of the Premises; provided, however, that Tenant may mortgage its leasehold interest in the Premises pursuant to Section 18 herein.

**SECTION 10. Indemnity:**

(a) Tenant shall indemnify and save harmless Landlord from and against any and all claims, debts, demands, obligations, liabilities, damages, penalties or judgments arising out of, occasioned by, or related to (1) Tenant's possession, use, occupation or control of the Premises, (2) any failure or default on the part of Tenant or its agents, servants, employees or contractors to perform any of the obligations imposed on Tenant by the terms of this Lease, or, during the term of this Lease, (3) any injury (including death) or damage to any persons or property while on or about the Premises. If Landlord shall be made a party to any litigation arising out of or in connection with any circumstance which Landlord is entitled to be indemnified against hereunder, Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation as well as all sums which Landlord may be called upon to pay by reason of the entry of any judgment against Landlord in such litigation.

(b) Except for its acts or negligence, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors or invitees, or anyone claiming by, through or under Tenant.

**SECTION 11. No Warranty or Covenant:** Landlord makes no warranty or covenant regarding the condition, suitability, habitability or fitness of the Premises and Tenant accepts the Premises on an "as is" basis. Landlord and Tenant acknowledge and agree that Tenant has inspected the Property and the Premises thoroughly and is fully satisfied with the existing condition thereof.

Tenant accepts full responsibility for any and all latent and patent defects, problems or conditions on or associated with the Property and Premises.

**SECTION 12. Insurance:**

(a) Tenant shall provide at its expense, and keep in force during the term of this Lease, general liability insurance in a good and solvent (Moody's AA Rating or higher) insurance company or companies authorized to do business in the Commonwealth of Massachusetts, selected by Tenant, and reasonably satisfactory to Landlord, in limits of not less than \$\_\_\_\_\_ combined single limit per occurrence and \$\_\_\_\_\_ in the aggregate.

**[NOTE: Tenant's insurance advisors to specify insurance amounts.]** Such policy or policies shall include Landlord as an additional insured. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this Lease and thereafter not less than thirty (30) days prior to the expiration of any such policy. Such insurance shall be noncancellable without thirty (30) days' prior written notice to Landlord.

(b) During the term of this Lease, Tenant shall keep all buildings and improvements erected by Tenant on the Premises at any time insured for the benefit of Landlord and Tenant and the holder of any Leasehold Mortgage permitted pursuant to Section 18, as their respective interests may appear, against loss or damage by fire, and those casualties covered by the customary extended coverage endorsements, in a minimum amount necessary to avoid the effect of coinsurance provisions of the applicable policies. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to such Leasehold Mortgagee, if any, or, if none, to Tenant. Any proceeds paid to Tenant shall be retained by Tenant and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord shall, at Tenant's sole cost and expense, cooperate reasonably fully with Tenant in order to obtain the largest possible recovery and shall execute any and all consents and other instruments and take all other actions reasonably necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

**SECTION 13. Waiver of Subrogation:** All insurance policies carried by either party covering the Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party.

**SECTION 14. Destruction:** In the event that, at any time during the term of this Lease, any one or more of the buildings on the Premises shall be destroyed or damaged in whole or in part by fire or other cause, Tenant shall, prior to the expiration of the term of this Lease, either repair and restore such damaged buildings to complete architectural units, or demolish and remove such damaged buildings from the Premises and remove all rubble; provided, however, that Tenant shall replace or rebuild such buildings in due course.

**SECTION 15. Eminent Domain:**

(a) With respect to any exercise of the power of eminent domain, or any agreement in lieu of condemnation between the Landlord, the Tenant and a condemning authority for a conveyance to such authority (collectively, a “Taking”), the Tenant and any Leasehold Mortgagee, in cooperation with the Landlord, shall have the right to participate in negotiations, or any proceeding or agreement related to a Taking to protect their respective interests to the extent allowable by law. The total award made or the consideration paid or payable in connection with a Taking shall be paid by whomever received, to the Leasehold Mortgagee or another bank or financial institution selected by Tenant that has agreed to act as a fiduciary and comply with the provisions of this Lease (the “Depository”), which shall apply the same as herein provided. The term “Net Award” shall mean the total award, less all reasonable costs, expenses and attorneys’ fees incurred in the collection thereof (which shall be reimbursed to the Landlord or the Tenant or both, as appropriate, by the Depository prior to any other disbursement). The term “Individual Net Award Payment” shall mean the pro tanto payment and each additional payment, if any, over and above the pro tanto, which in the aggregate comprise the total award received in connection with a Taking, less all reasonable costs, expenses and attorneys’ fees incurred in the collection of the pro tanto and each such additional payment (which shall be reimbursed to the Landlord or the Tenant or both, as appropriate, by the Depository prior to any other disbursement).

(b) If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the Premises pursuant to which more than fifteen percent (15%) of the land area of the Premises is so taken (or so purchased) or if as a result of a taking (or purchase) the Premises are deprived of direct access to the public streets and highways, or are not reasonably useable for the business or activities then being conducted upon the Premises, Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date which is ninety (90) days after the date of such taking (or purchase), and upon the giving of such notice of termination the term of this Lease shall expire and come to an end (except as to this Section 18 and any other provisions of this Lease that survive termination) on the last day of the calendar month in which such notice shall be given with the same force and effect as if such day had been originally fixed herein as the expiration date of the term of this Lease, and neither party shall have any further rights or liabilities hereunder.

(c) In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of Section 17(a) the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking, and further agree that the following values shall be determined as of the Termination Date by agreement of the Landlord and the Tenant or, failing such agreement, by appraisal in the manner set forth in Section 15 hereof:

(1) Value of the Landlord’s Interest. The value of the Landlord’s interest shall be (a) the then fair market value of the fee interest in the Premises as encumbered and benefited by this Lease, plus (b) the reversionary present value, if any, of the Improvements on the Premises at the end of the Term of this Lease, determined as if no Taking had occurred, and

(2) Value of the Tenant's Interest. The value of the Tenant's interest shall be (a) such fair market value of the Project and any other improvements on the Premises recognizing that the residual value of such Project and improvements belongs to Landlord at the expiration of the Term of this Lease, plus (b) the value of the Tenant's leasehold interest in the Premises under this Lease.

(d) After making the determinations described in paragraph (c), above, each Individual Net Award Payment comprising the Net Award shall be distributed in the amounts described in Sections 17(c)(1) and 17(c)(2) above to Landlord and to Tenant (or to any Leasehold Mortgagee up to the amount of Tenant's indebtedness under any such Leasehold Mortgage) in proportion to the ratio between the amounts described in Sections 17(c)(1) and 17(c)(2) above; provided, however, that in the event that the Net Award is the result of a Taking by Landlord (or any public instrumentality succeeding to Landlord's interest in this Lease), then the Individual Net Award Payment comprising the Net Award shall be paid first to Tenant in the amount described in Section 17(c)(2), and then to Landlord in the amount described in Section 17(c)(1), and any amounts remaining after such payment to Landlord shall be paid to Tenant.

(e) If Landlord and Tenant are unable to agree on the values to be determined under Section 17(c), the values shall be set by an independent panel of three appraisers who are members of MAI (or a successor organization) with at least ten (10) years experience in the valuation of commercial real estate in the Greater Boston area similar in kind and size to the Project (or any proposed alteration or replacement thereof (each a "Qualified Appraiser"), one to be selected by Landlord, one to be selected by Tenant, and the third to be selected by mutual agreement of the two first selected. Such appraisals shall be made at the request of either Landlord or Tenant and shall be carried forward expeditiously once requested. Each party shall pay its own Qualified Appraiser's fees and costs and one-half (1/2) of the fees and costs of the third Qualified Appraiser.

(f) (1) In the event of a partial taking (or purchase) not resulting in the termination of this Lease pursuant to the provisions of Section 17(b), Tenant shall, at its own cost and expense, make all repairs to the buildings and improvements on the Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase); provided, however, that in the event that the compensation paid to Tenant pursuant to paragraph (2) below is not sufficient to restore the buildings and improvements on the Premises to a complete architectural unit, then Tenant and Landlord shall agree on plans to restore such buildings and improvements to the greatest extent possible with the compensation received by Tenant. In no event shall Tenant be obligated to expend an amount in excess of the proceeds of the net award available to Tenant for such purposes, as hereinafter provided.

(2) All compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase), shall be paid to Tenant for the purpose of paying towards the cost of such restoration, or, in the event that the parties hereto agree that only a portion of the aggregate award is needed to so restore, then only such portion as agreed upon shall be paid to Tenant for such purpose and the balance shall be distributed in the same manner as is provided in Section

17(c) and (d), except that all compensation for any temporary taking during the term of the Lease shall be distributed to Tenant without participation by Landlord.

**SECTION 16. Easements:** Tenant shall have the right to enter into reasonable agreements with third parties, including but not limited to utility companies, private parties and/or public authorities creating easements (which may be reciprocal in nature and/or perpetual in term) in favor of such parties as are required in order to provide utilities, access, parking, drainage, wetlands and other mitigation areas, open space or conservation areas or other easements, in connection with the development of the Premises or the provision of services or amenities to the occupants of the buildings on the Premises upon the prior written consent of the Landlord, such consent not to be unreasonably withheld; and if so consented to by Landlord, then Landlord covenants and agrees to execute any and all reasonable documents, agreements and instruments, and to take all other reasonable actions, in order to effectuate the same, all at Tenant's cost and expense.

**SECTION 17. Leasehold Mortgages:** Tenant is hereby given the right by Landlord in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage or otherwise pledge its interests in this Lease, or any part or parts thereof, under one or more leasehold mortgage(s) or other similar instruments (the "Leasehold Mortgage(s)"), upon the condition that all rights, if any, acquired under such Leasehold Mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein. If Tenant shall mortgage this leasehold or any part or parts thereof, and if the holder(s) of such Leasehold Mortgage(s) (the "Leasehold Mortgagee(s)") shall send to Landlord written notice of such Leasehold Mortgage(s) specifying the name and address of the Leasehold Mortgagee(s) and the pertinent recording data with respect to such Leasehold Mortgage(s), Landlord agrees that so long as any such Leasehold Mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without notice in writing to the Leasehold Mortgagee(s).

(b) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the Leasehold Mortgagee(s); provided, however, it shall be Tenant's sole duty to provide Landlord with the then current address(es) of all such Leasehold Mortgagee(s) immediately upon receipt of such notice of default. The Leasehold Mortgagee(s) shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee(s) as if the same had been done by Tenant, subject to the Act.

(c) Anything herein contained notwithstanding, while such Leasehold Mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Landlord, if any default shall occur which, pursuant to any provision of this Lease, entitles

Landlord to terminate this Lease, and if before the expiration of ten (10) days from the date of service of notice of termination upon such Leasehold Mortgagee(s), such Leasehold Mortgagee(s) shall have notified Landlord of its desire to nullify such notice, and shall have complied or shall commence the work of complying with all of the requirements of this Lease, except as provided in Section 19(f), if any are then in default, and shall prosecute the same to completion with best efforts, then in such event Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect; provided, however, unless such action by the Leasehold Mortgagee(s) is violative of the Act.

(d) If the Landlord shall elect to terminate this Lease by reason of any default of Tenant, the Leasehold Mortgagee(s) shall not only have the right to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than six (6) months, provided that such Leasehold Mortgagee(s) shall cure or cause to be cured any then existing defaults and comply with and perform all of the terms, conditions and provisions of this Lease on Tenant's part to be complied with and performed, other than past non-monetary defaults, and provided further, that the Leasehold Mortgagee(s) shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of such six (6) month period the Leasehold Mortgagee(s) shall be actively engaged in meaningful steps to acquire or sell Tenant's interest herein, the time of such Leasehold Mortgagee(s) to comply with the provisions of this Section 19 shall be extended for such period as shall be reasonably necessary to complete such steps with best efforts by the Leasehold Mortgagee(s), unless such action by the Leasehold Mortgagee(s) is violative of the Act..

(e) Nothing herein contained shall require the Leasehold Mortgagee(s) or its nominee(s) to cure any default of Tenant referred to in Section 24.

(f) Landlord agrees promptly after submission to execute, acknowledge and deliver any reasonable agreements modifying this Lease requested by any Leasehold Mortgagee(s), solely at the expense of the Leasehold Mortgagee(s), provided that such modification does not decrease Tenant's obligations or decrease Landlord's rights pursuant to this Lease, or cause an undue or impermissible burden on Landlord, as determined solely in Landlord's discretion.

(g) The proceeds from any insurance policies or arising from a condemnation are to be held by any Leasehold Mortgagee(s) and distributed pursuant to the provisions of this Lease, but the Leasehold Mortgagee(s) may reserve its rights to apply to the mortgage debt all, or any part, of Tenant's share of such proceeds pursuant to such Leasehold Mortgage(s).

(h) The Leasehold Mortgagee(s) shall be given notice by Tenant of any arbitration proceedings by the parties hereto and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such interventions. In the event that the Leasehold Mortgagee(s) shall not elect to intervene or become a party to such proceedings, the Leasehold Mortgagee(s) shall receive notice of, and a copy of any award or decision made in such arbitration proceedings.

(i) Landlord shall upon request, execute, acknowledge and deliver to each Leasehold Mortgagee(s), an agreement prepared at the sole cost and expense of Tenant in form reasonably satisfactory to such Leasehold Mortgagee(s) between Landlord, Tenant and the Leasehold Mortgagee(s), agreeing to all of the provisions of this Section 19.

(j) At all times during the term of this Lease and notwithstanding anything express or implied to the contrary, the Tenant shall comply with, and ensure the compliance with, the following terms and conditions relevant to any and all Leasehold Mortgage(s) or similar financing vehicle (collectively a "Financing"):

- Any Financing, or any renewal or extension term thereof or new mortgage or re-financing, shall be paid and satisfied in full by Tenant, and discharged of record by Tenant, upon the expiration of the fortieth (40<sup>th</sup>) year of the term of the Lease;
- Tenant acknowledges and agrees that, in the event this Lease terminates prior to the expiration of the fortieth (40<sup>th</sup>) year, for whatever reason, Tenant shall be obligated to pay and discharge any Financing and other liens made or suffered by Tenant at that time;
- Tenant agrees to notify Landlord promptly of any application for Financing of any type; and
- Tenant acknowledges and agrees that the total principal balance due to a Leasehold Mortgagee(s) shall never exceed 75% of the appraised value of the Premises, as fairly determined by the Leasehold Mortgagee(s).

#### SECTION 18. Quiet Enjoyment; Landlord's Warranties:

(a) Tenant, upon paying all sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation.

(b) Landlord warrants and represents to Tenant, upon which warranty and representation Tenant has relied in the execution of this Lease and in the payment of the initial installments of rent hereunder:

- (1) that Landlord now holds fee simple title to the Premises;
- (2) that Landlord has the power and authority to execute and deliver this Lease and to perform its obligations hereunder; and
- (3) that at the time of the commencement of the term, sole and undisturbed physical possession of the entire Premises will be delivered to Tenant free from all encumbrances, liens, defects in title, leases, tenancies and easements, except for those set forth in **Exhibit A** hereto and elsewhere herein.

## SECTION 19. Defaults:

(a) Upon Tenant's failure to perform any of the covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of sixty (60) days after receipt by Tenant of notice in writing from Landlord, and provided Tenant shall not cure such failure as provided in Section 23(b); then, Landlord may, at its option, give to Tenant a notice of election to end the term of this Lease upon a date specified in such notice, which date shall be not less than fifteen (15) business days (Saturdays, Sundays and legal holidays excluded) after the date of mailing of such notice from Landlord, and upon the date specified in such notice, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided. Simultaneously with the sending of any such notice to Tenant, Landlord shall send a copy thereof to any Leasehold Mortgagee(s) and to any persons or parties having an interest in the Premises that Tenant may designate in writing from time to time. The curing of any default(s) within the above time limits by any of the aforesaid parties or combination thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured same hereunder.

(b) In the event that Landlord gives notice of a default of such a nature that it cannot be cured within such sixty (60) day period then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default using best efforts and continues to take all steps necessary to complete the same within a period of time using due haste. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by any of the causes specified in Section 29.

(c) Upon any termination of the term of this Lease pursuant to Section 23(a), or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, re-enter the Premises, and recover possession thereof and dispossess any or all occupants of the Premises (except as provided in Section 20) in the manner prescribed by applicable law; but Tenant in such case shall remain liable to Landlord as hereinafter provided.

SECTION 20. Bankruptcy and Insolvency: If, after the commencement of the term of this Lease: (a) the Tenant then having the title to the leasehold estate created hereunder shall while having such title be adjudicated a bankrupt or adjudged to be insolvent; (b) a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; (c) the aforesaid Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (d) any execution or attachment shall be issued against the aforesaid Tenant or any of the aforesaid Tenant's property, whereby the Premises or any building or buildings or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted; or (e) Tenant shall dissolve itself pursuant to Mass. Gen. Laws c.180, and such adjudication, appointment,

assignment, petition, execution, attachment, or dissolution shall not be set aside, vacated, discharged or bonded within one hundred twenty (120) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Section 23 shall become effective and Landlord shall have the rights and remedies provided for therein.

**SECTION 21. Waivers:** Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment of any amounts due under this Lease shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

**SECTION 22. Soil Tests, Other Assessments of Premises:** Immediately following the execution and delivery of this Lease, Tenant and its designees may enter upon the Premises from time to time for the purpose of inspecting, making surveys and studies and conducting test borings and other surface and sub-surface soil tests in order to determine whether it is economically and environmentally feasible to use the Premises for the Tenant's contemplated project. Tenant may also conduct assessments regarding access to the Premises and the availability of utilities to the Premises. In the event that Tenant, pursuant to Section 3(b), shall elect to terminate this Lease, Tenant shall restore the surface of the Premises to substantially the condition existing just prior to such entry.

**SECTION 23. Landlord's Right to Audit:** Landlord shall have the right, at its expense, to have access to the books and records of the Tenant sufficient to perform a financial review ("Audit"), on an annual basis, of the Premises and Landlord's operation of the Project and Buildings. Without limitation, Tenant shall provide Landlord with all of Tenant's annual or required filings in conjunction with the Audit, including but not limited to Tenant's Annual Report, Form PC and Form 990, as applicable. The parties agree and acknowledge that one of the reasons for this

**SECTION 24. Zoning:** Tenant shall be entitled to pursue any and all applications, proceedings and appeals in connection with obtaining any necessary approvals or consents under the zoning, land use and/or building regulations, bylaw, codes, laws and directives of all of the federal, state, Town and other authorities having jurisdiction over the development and use of the Premises, including but not limited to the rezoning of the Premises.

**SECTION 25. Failure to Finance, Secure Required Approvals:** In the event that (i) Tenant fails to raise funds through its capital campaign that are sufficient, in Tenant's sole judgment, to adequately finance the construction, development, and operation of the Project; (ii) Tenant fails to secure other satisfactory sources of financing that Tenant deems necessary for the construction, development, and operation of the Project; (iii) Tenant fails to secure any governmental votes, orders, decisions, licenses, permits, or the like that are necessary to complete the Project; or (iv) Tenant determines, based on assessments of the Premises conducted after the Execution Date of this Lease, that certain conditions identified on the Premises, such as soil conditions, access, and the availability of utilities, render the Project not economically

feasible in Tenant's sole discretion, then Tenant shall have the right, in its sole judgment, to terminate this Lease at any time until two years following the Commencement Date by giving written notice of such termination to Landlord, and upon the giving of such notice the term of this Lease shall cease and come to an end as of the last day of the calendar month in which such notice is given as fully as if such day was originally fixed as the expiration date of the term of this Lease.

**SECTION 26. Permitting and Construction Schedule:** Tenant shall use best efforts to comply with the permitting and construction schedule set forth on **Exhibit D** hereto and such compliance shall be deemed to be a material term of this Lease, the breach of which shall give raise to Landlord's ability to terminate the Lease immediately upon proper notice; provided, however, that all reasonable delay shall not give rise to such breach and Tenant shall be entitled to proceed with construction after such reasonable delay as if no such delay had occurred.

**SECTION 27. Force Majeure:** In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, failure of power, riots, insurrection, war or terrorism, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**SECTION 28. Notices:** Any notice, consent or approval required or permitted to be given under this Lease shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another national overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two (2) business days after being deposited in the United States mail, certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Landlord:  
Governor Stoughton Trust  
c/o Town of Milston  
Attention: Town Administrator  
525 Canton Street  
Milton, MA 02186  
Superintendent@bpsma.org  
(508)-580-7000

with a copy to:  
Town Counsel  
Murphy, Hesse, Toomey & Lehane, LLP  
50 Braintree Hill Office Park, Suite 410  
Braintree, MA 02184  
(617) 479-5000

If to Tenant:

with a copy to:

or such other address as either party may from time to time specify in writing to the other.

**SECTION 29. Certificates:** Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee, or proposed mortgagee, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may reasonably be so requested.

**SECTION 30. Dispute Resolution:** Any action brought under or with respect to this Lease must be brought in a court having jurisdiction location in the County in which the Premises is located.

**SECTION 31. Governing Law:** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

**SECTION 32. Partial Invalidity:** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 33. Short Form Lease:** The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form, memorandum or notice of lease, setting forth a description of the Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may reasonably request or any applicable law may require.

**SECTION 34. Interpretation:** Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner for the time being of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

**SECTION 35. Entire Agreement:** No oral statements or prior written matter by or between Landlord and Tenant or their respective agents shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements of Landlord or any agent of Landlord other than those contained in this Lease. This Agreement shall not be modified or cancelled except by writing subscribed by all parties.

**SECTION 36. Parties:** Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the date first above written.

GOVERNOR STOUGHTON TRUST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Hereunto duly authorized

[TENANT]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Hereunto duly authorized

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

**EXHIBIT B**  
**CONCEPTUAL PLANS**

**EXHIBIT C**

**PLANS**

**EXHIBIT D**

**PERMITTING AND CONSTRUCTION SCHEDULE**

## **REVISED DRAFT**

### **Trustees of the Governor Stoughton Trust Meeting Minutes**

**Meeting Date:** 8/8/23

**Members in Attendance:** Michael Zullas, Chair; Erin G. Bradley, Vice Chair; Roxanne Musto, Secretary; Richard G. Wells, Jr. (REMOTE) , Member; Benjamin Zoll, Member; Nicholas Milano, Town Administrator, (REMOTE), Colin Loiselle, Assistant Town Administrator and Lynne DeNapoli, Executive Administrative Assistant to the Select Board

**Meeting Guests:** Julie Creamer and Tom Callahan, Trustees of the Affordable Housing Trust

**Meeting Location:** Council on Aging - Hybrid

**Time Meeting called to Order:** 7:47PM

**Time Meeting Adjourned:** 8:37PM

#### **1. Call to Order**

Chair Zullas called the meeting of the Trustees of the Governor Stoughton Trust to order at 7:47PM.

#### **2. Discussion/Update –Trust Fund Financials**

Mr. Milano provided the Trustees with an updated financial report on the Trust Fund based on fiscal year ending on June 30, 2023.

Fiscal Year Closing Balance: \$5,489,799

Funds that cannot be expended: from land and easement sale \$5,350,000

Funds available in interest: \$140.000

\*Mr. Loiselle informed the Board that Mr. Wells had joined the meeting through Remote Access. All votes will be done via roll call.

#### **3. Discussion/Approval – Use of Town Farm for Affordable Housing/Request for Proposals for Affordable Housing on the Town Farm**

Chair Zullas provided a brief overview of the Governor Stoughton Trust, noting that the land be used “for the use and benefit of the poor” in town. He also explained the role of the Trustees as well as the Attorney General’s office.

The proposal that is currently before the Trustees for approval must be submitted to the Attorney General’s office to determine if the use is appropriate under the terms of Governor Stoughton’s Will.

Chair Zullas welcomed Julie Creamer and Thomas Callahan, Trustees of the Affordable Housing Trust, (AHT) to the meeting. Ms. Creamer, Chair and Mr. Callahan provided AHT’s comments on the RFP and requested the feedback of the Trustees. The proposal was drafted by the Massachusetts Housing Partnership.

The Trustees, Ms. Creamer and Mr. Callahan reviewed the full proposal, comments and made some additional revisions. During the review of the proposal, they discussed the affordability and eligibility guidelines for residents and non-residents. Guidelines from the MA Commission on Discrimination allow municipalities to reserve up to 70% of the units for in-town residents. The cap is 70%-30%. 50% of the units shall be affordable to households at or below 80% Area Median Income (AMI). The Trustees want to ensure that the RFP provides affordable housing opportunities for all and is aligned with the terms of Governor Stoughton's will.

The Trustees, Ms. Creamer and Mr. Callahan also discussed a timeline that includes: a public hearing, reviews by Town Counsel (RFP, Easements and litigation strategy), submission to the Attorney General and release of an approved RFP. Ms. Creamer stated that it would be ideal if the Trustees could release the RFP later this Fall, prior to the spring construction season and the application deadline for state funding. By doing so, more contractors will have the opportunity to submit bids/proposals.

Ms. Bradley suggested that the Trustees follow two paths: submit the RFP to the Attorney General for review. While the Trustees are awaiting a response from the Attorney General, they can host a public hearing. If the Trustees hold off, the review process in the Attorney General's office may be delayed. Ms. Bradley did indicate that the Attorney General may not approve of the proposal as an appropriate use of the Town Farm.

Mr. Wells suggested that it would be prudent for the Trustees to hold the public hearing before the RFP is submitted to the Attorney General for review. Ms. Musto agreed. She felt that it was more important to hear from the residents than follow a specific timeline.

Following the discussion, Mr. Zoll moved to approve the amended RFP and to send it to the Attorney General's office for review. The motion was seconded by Ms. Bradley. The Trustees voted by roll call (3-2) to approve the amended RFP and send it to the Attorney General's office for review.

**BRADLEY: YES**

**MUSTO: NO**

**WELLS: NO**

**ZOLL: YES**

**ZULLAS: YES**

### **Discussion/Approval – Public Hearing regarding Use of the Town Farm for Affordable Housing**

The Trustees discussed the benefits of hosting a public hearing and made suggestions on options for dates. The Trustees agreed to set the hearing date during a meeting on Tuesday, August 22<sup>nd</sup>.

Mr. Wells moved to approve a public hearing on a date to be determined. The motion was seconded by Ms. Musto. The Trustees voted unanimously by roll call (5-0) to approve a public hearing.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZOLL: YES**  
**ZULLAS: YES**

#### **4. Adjourn**

At 8:37PM, Ms. Musto moved to adjourn from the meeting of the Trustees of the Governor Stoughton Trust and return to the Select Board meeting. The motion was seconded by Ms. Bradley. The Trustees voted unanimously by roll call (5-0) to adjourn the meeting of the Trustees of the Governor Stoughton Trust.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZOLL: YES**  
**ZULLAS: YES**

Respectfully submitted by Lynne DeNapoli, Ex. Administrative Assistant to the Select Board.

#### Documents

Draft-Request for Proposals for Affordable Housing on the Town Farm

**DRAFT****Trustees of the Governor Stoughton Trust Meeting Minutes****Meeting Date: 9/19/23**

**Members in Attendance:** Michael Zullas, Chair; Erin G. Bradley, Vice Chair; Roxanne Musto, Secretary; Richard G. Wells, Jr. (REMOTE) , Member; Benjamin Zoll, Member; Nicholas Milano, Town Administrator; and Lynne DeNapoli, Executive Administrative Assistant to the Select Board (REMOTE)

**Meeting Location:** Council on Aging - Hybrid

**Time Meeting called to Order: 7:05PM**

**Time Meeting Adjourned: 8:50PM**

**1. Call to Order****2. Pledge of Allegiance**

Chair Zullas called the meeting of the Trustees of the Governor Stoughton Trust to order at 7:05PM and led the Pledge of Allegiance.

Chair Zullas welcomed residents to the meeting of the Governor Stoughton Trustees. The purpose of this forum is to provide residents with an opportunity to share their comments/concerns on the use of the Town Farm for affordable Housing. The Town Farm, also referred to as Governor Stoughton property, has a rich history. Chair Zullas provided a brief summary of the Trust.

The Governor Stoughton Trust is a private charitable trust subject to Chapter 203 E of the Massachusetts Trust Code. It is not part of town government and not a trust holding public asset. The Governor Stoughton Trust is a private entity for which the Members of the Select Board serve as Trustees pursuant to Governor Stoughton's will.

In 1701, Governor Stoughton left in trust 40 acres of land to the Town of Milton "for the use and benefit of the "poor" in town. Over time, activity at the Town Farm diminished and the purpose of the Trust was not being fulfilled. The Town of Milton filed a Cy-près doctrine with the Norfolk Probate Court. The doctrine would allow relief from the Trust. With the support of the Probate Court and the Attorney General's office, the Town of Milton sold 30 acres to Pulte Homes of New England for \$5 million. The proceeds would be used as an endowment. The Town can only use the interest and income generated by the fund to fulfill the purpose of the Trust. There are currently four acres of land remaining in the Trust. The Commonwealth had previously taken six acres by eminent domain.

Chair Zullas outlined a few "guidelines" for the hearing. Approximately 1.5 hours will be designated for the public hearing. Each speaker should limit their remarks to 5-10 minutes. In doing so, more residents will have the opportunity to address the Trustees.

**3. Public Hearing – Use of the Town Farm for Affordable Housing**

Wendy Foley - 90 Governor Stoughton Lane

Ms. Foley noted that she was not in attendance for a political discussion on affordable housing but wanted to share her concerns about the high-water table and poor drainage that impact her property and the neighbors on Governor Stoughton Lane. Drains have been installed but cannot keep up with the demand. Ms. Foley shared several aerial photos from the neighborhood during her presentation. She did request that a study be conducted on the feasibility of the land before any type of project is approved.

Michael Ciummei -40 Governor Stoughton Lane

Mr. Ciummei expressed his concerns regarding the current dimensions of Governor Stoughton Lane and the impact it has on traffic flow and safety, especially for the neighborhood children. The roadway is narrow, drivers now pull to the side of the road to let another vehicle pass. If a new development were to be built, the road would need to be widened and sidewalks installed. The current design could not accommodate construction trucks or additional passenger vehicles.

Maggie Wilson -21 Woodlot Drive

President of HOA- Milton Woods

Ms. Wilson expressed her concerns regarding the Affordable Housing RFP. She does not believe that affordable housing is the appropriate use of land based on Governor Stoughton's Will. Ms. Wilson noted that the RFP will not exclusively benefit Milton residents and the units will be at a price point well above low-income levels, not equitable to the poor of Milton. Ms. Wilson encouraged the Trustees/ Fiduciaries to evaluate all options of what will create the largest benefit to the Governor Stoughton Trust.

Richard Williams – 5 Blacksmith Road

Mr. Williams, President of HOA-Quisset Brook

Mr. Williams shared his thoughts on a number of important issues relative to a new housing proposal at the Town Farm: elevated water tables, poor drainage, increase in traffic flow, pedestrian safety and additional access in and out of the development. Mr. Williams noted the residents at Quisset Brook worked with Team at Pulte Homes during the construction of the Woodlot Drive development and they would like the same opportunity in the future.

Bob Sweeney, 156 Whittier Road

Mr. Sweeney, President of Neighborhood Association – Indian Cliffs

Mr. Sweeney noted that he has many of the same concerns as his neighbors. Mr. Sweeney was taken aback by the actions of the Trustees. He felt that they should have scheduled the Public Hearing before submitting the affordable housing proposal to the Attorney General's office. Seeking input from the residents should have been a priority. Mr. Sweeney encouraged the

Trustees to look at all opportunities for development at the Town Farm without blinders and do what is best for Milton.

Mr. Sweeney did state that he is in favor of building the new animal shelter next to the current site on the Town Farm.

Sean Fahy - 202 Old Farm Road

Planning Board and Town Meeting Member

Mr. Fahy extended his appreciation to the Trustees and Select Board for their hard work and support. Mr. Fahy shared his concerns regarding the financial implications of two competing project proposals. Mr. Fahy supports developing the new Animal Shelter at the Town Farm and accepting the \$2.5 million offer from the Anonymous donor to help fund the project. Based on his experience in the commercial construction industry, he is concerned that the unknown expense of dealing with rock and ledge on the Dump Access Road could pose a significant risk. Mr. Fahy also thought that the Town limited its competition in the RFP bid process by selecting a prefabricated design rather than a stick built. Mr. Fahy encouraged the Trustees and Select Board to choose the fiduciary path that is best for the Town of Milton.

Stephen O'Donnell – 65 Hills View Road

Chair of Milton Historical Commission

Mr. O'Donnell noted that the Affordable Housing - Request for Proposal was not reflective of the history of the Governor Stoughton property. On the Commission's behalf, Mr. O'Donnell requested that an independent study by an Engineer or Preservation Architect be completed to determine the use of the existing buildings located on the Town Farm before the RFP is issued.

Judith Sweeney -29 Quisset Brook Road

Ms. Sweeney shared her thoughts on a number of issues that were not addressed in the RFP: elevated water tables, poor drainage, increase in traffic flow, pedestrian safety, historic wall preservation and neighborhood/ building aesthetics. Ms. Sweeney encouraged the Trustees to revisit these issues before the proposal is put out to bid.

Julie Creamer – 58 Frothingham St

Chair of the Affordable Housing Trust

Ms. Creamer thanked the Trustees of the Governor Stoughton Trust for hosting this community meeting and applauded their efforts to fulfill the intent of Governor Stoughton's will. Ms. Creamer voiced her support in favor of the affordable housing RFP for the Town Farm. She noted that the historical use of the property has been rental housing. By developing this site for new housing, the Town will reflect a spirit of social responsibility by providing opportunities for growth for those who could not previously afford to call Milton their home.

Mr. Cremer stated that the current draft of the RFP allows the remaining acreage to be conveyed to a developer through a leasehold interest allowing the Trustees to ownership and control. This

new development could also represent a significant increase to Milton subsidized housing inventory.

Mike Kelly – 132 Whittier Road

Mr. Kelly, a civil engineer, expressed his concerns regarding the affordable housing proposal for the Governor Stoughton property. He does not believe that it is logically an ideal site. Mr. Kelly feels that affordable housing should be located closer to public transportation and retail shops, which would allow residents more flexibility to move about town. Mr. Kelly encouraged the Trustees/ Fiduciaries to find the best value for the use of the Governor Stoughton property.

Tom Callahan – 16 Orono St.  
Member of the Affordable Housing Trust

Mr. Callahan expressed his appreciation to the Trustees of Governor Stoughton Trust for hosting this hearing in order to begin a conversation on the future of the remaining acres of Governor Stoughton property. Mr. Callahan expressed his support in favor of the affordable housing RFP for the Town Farm. Mr. Callahan noted that he did not want Milton to miss an opportunity to develop a site that for the past 300 years has been dedicated to serving the poor.

At 8:18PM, Milton residents had concluded their remarks. Each of the Trustees expressed their appreciation to the residents for their comments/feedback.

The Trustees offered their remarks/points of view.

Chair Zullas stated this is an iterative process. The Trustees sent the draft RFP to the Attorney General's office to see if it could be an option for the Town to consider.

Ms. Bradley shared data regarding the housing shortage across the Commonwealth. She stated that the Trustees will do their due diligence to make the best decision for the Town of Milton.

Mr. Zoll provided an update on affordable housing opportunities in Milton. The Hendries at Central Station, located at 131 Eliot Street, has four affordable housing units available for homeownership. There will be an online information session on **Wednesday, October 25th, 2023 @ 12:00 PM on Zoom**. Applications are due on **Friday, November 24th, 2023**. For more information, please visit: [www.HendriesLottery.com](http://www.HendriesLottery.com).

Ms. Musto expressed some concerns. She was not in favor of submitting the draft RFP to the Attorney General's office prior to the public hearing. Ms. Musto felt that it was more important to hear from the residents than follow a timeline. She encouraged her colleagues to continue to explore all available options for the Town Farm and choose the fiduciary path that is best for the Town of Milton.

Mr. Wells shared his support in favor of continuing the Trustee's role in assisting Milton's indigent population. Individuals and families look to the Milton Food Pantry, the Milton

Residents Fund and other organizations for assistance when times are tough. It is the responsibility of the Trustees to benefit the poor of Milton as indicated in Governor Stoughton's will.

Mr. Wells raised concerns regarding the affordable housing proposal for the Town Farm. The current proposal did not reference the following components: historical preservation, traffic generation and reuse of the property. These important elements were included in the RFP that the Trustees issued in 2011 that led to the development of Woodlot Drive.

He encouraged the Trustees not to focus on just one option, but to research all avenues and available revenue sources so we can do what is in the best interest for the residents of Milton.

At 8:50PM, Mr. Zoll moved to adjourn the meeting of the Governor Stoughton Trustees. The motion was seconded by Ms. Musto. The Board voted by roll call (5-0) to adjourn.

**BRADLEY - YES**

**MUSTO -YES**

**WELLS - YES**

**ZOLL - YES**

**ZULLAS - YES**

Respectfully submitted by Lynne DeNapoli, Executive Administrative Assistant to the Select Board.



**Select Board**

**Meeting Packet**

**November 14, 2023**



TOWN ADMINISTRATOR  
NICHOLAS MILANO  
TEL 617-898-4845

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MILTON  
OFFICE OF THE SELECT BOARD  
525 CANTON AVENUE, MILTON, MA 02186**

TEL 617-898-4843  
FAX 617-698-6741

**SELECT BOARD**

**MICHAEL F. ZULLAS,  
CHAIR**

**ERIN G. BRADLEY,  
VICE CHAIR**

**ROXANNE MUSTO,  
SECRETARY**

**RICHARD G. WELLS, JR.,  
MEMBER**

**BENJAMIN ZOLL  
MEMBER**

November 14, 2023

Monica Tibbits-Nutt  
Secretary and Chief Executive Officer  
Massachusetts Department of Transportation  
10 Park Plaza, Suite 4160  
Boston, MA 02116

**Re: Follow Up from Milton Site Visit on November 3, 2023**

Dear Acting Secretary Tibbits-Nutt,

Thank you very much for joining us for a site visit at the intersection of Randolph Avenue (Route 28) and Chickatawbut Road on November 3, 2023. We are very appreciative of the opportunity to meet with you, hear from your team on the project, and give residents the opportunity to ask questions and express their concerns about the proposed intersection project. Thank you as well to the staff from the Chief Engineer's Office, including Carrie LaValle and her team.

Our understanding is the following:

- The proposed roundabout at Randolph Avenue and Chickatawbut Road is currently paused and not advertised for construction
- MassDOT will analyze the signal timing and patterns at Randolph/Chickatawbut and two other signalized intersections to review if signal timing changes may improve safety
- MassDOT and its subcontractor, Howard Stein Hudson, are currently performing a Route 28 corridor study that will examine 15 intersections between the Randolph Town Line and Reedsdale Road, with a draft report expected in Spring 2024. The Corridor Study is underway, traffic counts were taken this fall, and a Road Safety Audit was conducted on November 8, 2023.

If any of the above is incorrect or should be clarified please let us know.

We would like to make the following requests:

**MEPA**

Can MassDOT provide the expected date that it will file for MEPA review?

**Data related to the design and Randolph Ave/Chickatawbut Road**

Can MassDOT provide all data associated with the traffic study or traffic studies performed during the study and design of the proposed project at Randolph Avenue/Chickatawbut Road

**Route 28 Corridor Study**

The Route 28 Corridor Study should include an opportunity for public comment. We are requesting that MassDOT hold at least one public meeting during the study to provide an update to Milton residents and to provide an opportunity for feedback during the study. We also believe a public meeting following completion of the draft report would be helpful for further review and public comment.

Again, thank you, Chief Engineer LaValle, and your team for joining us in Milton on November 3, and to the MassDOT, DCR, and Howard Stein Hudson team that were in Milton for the Road Safety Audit on November 8.

We sincerely appreciate your time and attention to the issues on Route 28 in Milton. We look forward to working with you on improvements to the intersection at Randolph Avenue/Chickatawbut Road and along the Route 28 corridor.

Sincerely,

**Michael Zullas, Chair, on behalf of the Milton Select Board**

Erin G. Bradley, Vice-Chair

Roxanne Musto, Secretary

Richard G. Wells, Jr., Member

Benjamin Zoll, Member

CC:

Senator Timilty

Representative Driscoll

Representative Fluker Oakley

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Milton, Massachusetts, with an address of Milton Town Hall, 525 Canton Avenue, Milton, MA 02186, acting by the Milton Select Board (hereinafter the "Town"), and PMA Consultants, LLC, a Foreign Limited Liability Company, organized under the laws of Michigan, with a principal office located at 226 W Liberty Street, Ann Arbor, Michigan, 48104, and a Massachusetts office located at 35 Braintree Hill Park, Suite 300, Braintree, MA 02184, (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

**1. Scope**

The scope of work under this contract shall include all services generally provided by an Owner's Project Manager ("OPM" for the Feasibility Study/Schematic Design Phase for a new educational facility in the Town of Milton. In accordance with the Request for Services ("RFS") and subject to continued funding authorized by the Town of Milton, the contract between the Owner and the Owner's Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction, and final closeout of the Project.

The OPM shall perform services as described in the PMA Consultants & Subconsultants Fee Schedule, dated November 1, 2023, submitted to the Milton School Building Committee ("SBC"), as well as tasks listed below.

The list of items below is meant to represent standard services required under the scope but is not inclusive of all tasks to be performed by the contractor.

**Phase I – Feasibility Study/Schematic Design**

- The OPM shall attend meetings with the Milton School Building Committee ("SBC"), or its designee, and architect on an as-needed basis. The OPM shall prepare agenda and minutes for School Building Committee meetings. Additionally, the OPM shall prepare and submit timely minutes of design and project meetings to the SBC, or its designee;
- The OPM shall prepare bid documents and manage the procurement of an Architect/Designer for the project.
- Oversee and review the architect's work as it relates to the quality and efficiency

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

of design and preparation of the architect's schedules and cost estimates;

- Review architect's invoices for services rendered and make recommendations for payment;
- Review cost estimates and consider, evaluate, and recommend value engineering and resource prioritization;
- Review the plans, evaluations and specifications for cost effectiveness, constructability issues, review for consistency of documents between overlapping trades, coordination, and compliance with the vision of the SBC, or its designee, and the requirements of M.G.L. Chapter 149, Section 44A-M and all other applicable laws, codes, and regulations;
- Review detailed cost estimates developed by the architect, as required by the SBC, or its designee. The architect will prepare a cost estimate at 50% construction document completion.
- In general, provide advice and consultation to the SBC, or its designee, with respect to design, value engineering, and scope of work, cost estimating, general contractor and sub-contractor pre-qualifications, scheduling, and coordination of all work;
- Attend public meetings, as requested by the SBC, or its designee, to present the Project to the Town for funding of construction phase;
- When requested by the SBC, or its designee, review bid documents for clarity and completeness prior to bidding;
- Coordinate with National Grid and/or Eversource efficiency programs that provide assistance with designing energy efficient buildings
- Ensure design meets stretch code requirements

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall extend until the later of: a Town Meeting to vote on the proposed educational facility, or a ballot vote for a debt exclusion to fund the proposed educational facility.

**4. Incorporation of the RFS/Order of Priority of Contract Documents**

The provisions of the RFS and the Contractor's Response are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFS (if any)
Fourth Priority:	RFS
Fifth Priority:	Contractor's Response.

**5. Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices agreed upon by the Town and the Contractor as they appear in Appendix A "*Fee Schedule*", a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

response to the Town's RFS, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town, and its officers, employees, boards, commissions, committees, agents, and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

**6. Compliance with Laws**

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Milton law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

**7. Insurance**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability,

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

products/completed operations liability and broad form contractual liability.

- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Milton Town Administrator, Milton Town Hall, 525 Canton Avenue, Milton, MA 02186 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

Massachusetts; or

(2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

**8. Indemnification**

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

**9. No Personal Liability**

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

**10. Familiarity with Area of Work**

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFS and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

thereof, and shall assume all risks and bear all losses pertaining thereto.

**11. Independent Contractor Status/Key Personnel**

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

The Contractor's key personnel assigned to this project and their project roles are as stated in the Response submitted by the Contractor attached hereto.

There shall be no change to these personnel assignments without the prior written consent of the Town, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by the Contractor or the Town, written notice of such request shall be timely provided in writing to the other party. The Town shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

**13. Use of Alcohol and Controlled Substances Prohibited**

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood-altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

**14. No Smoking**

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

**15. Criminal Background Screening**

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

For each employee of the Contractor who is rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

16. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

17. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Milton Town Meeting of sufficient money to fund the Contract. Should Milton Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 17a. or 17b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

**18. Notices**

- . Except as otherwise provided in this Contract, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town:                   Nicholas Milano, Town Administrator  
                                         Milton Town Hall  
                                         13 East Central Street  
                                         Milton, MA 01760

With a copy to:               Clifford R. Rhodes Jr., Esq.  
                                         Murphy, Hesse, Toomey & Lehane, LLP  
                                         300 Crown Colony Drive, Suite 410  
                                         Quincy, MA 02169

If to the Contractor:

**19. License**

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-free nonexclusive licenses from the Contractor's consultants consistent with this Contract.

**20. Certifications**

The Contractor hereby certifies that the Project Director shall also be registered by the Commonwealth of Massachusetts as an architect or professional engineer, shall have at least five (5) years relevant experience in the construction and supervision of construction and design of public buildings with a particular emphasis on school facilities or, if the Project Director is not registered as an architect or professional engineer, the Project Director shall have at least seven (7) years' experience in the construction and supervision of construction, commissioning and design of public buildings, with a particular emphasis on school facilities.

The Contractor hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with, the award of this Contract.

The Contractor hereby certifies that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, or to any other person, corporation or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Contractor.

The Contractor hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract to the Contractor.

The Contractor hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Contractor has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R.

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

The Contractor is hereby prohibited from receiving any extra payments for work for basic services that should have reasonably been anticipated by the Contractor.

The Contractor shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Contractor shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
2. Until the expiration of six (6) years after final payment, the Owner, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Contractor or its consultants in relation to the Project.
3. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Contractor's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
4. The Contractor has filed a statement of management on internal accounting controls prior to the execution of this Contract.
5. The Contractor has filed prior to the execution of this Contract and will continue to file annually, an audited financial statement for the most recent completed fiscal year.
6. The Contractor shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
  - (a) Transactions are executed in accordance with the management's general and specific authorization;
  - (b) Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets;
  - (c) Access to assets is permitted only in accordance with management's general or specific authorization; and

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

(d) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

7. The Contractor shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(a) whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and

(b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Contractor's financial statements.

8. During the term, the Contractor shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Owner upon request.

9. Records and statements required to be made, kept or filed in compliance with the provisions of this Contract shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws.

23. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Norfolk County, MA, and in no other court or jurisdiction.

b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

c. If the Contractor discovers or is informed of any discrepancy or

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.

- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Response was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

The Town of Milton, Massachusetts

---

(Printed Name of Contractor

by: the Milton Town Administrator

by:

---

Signature

---

Signature

---

Printed Name

---

Printed Name

Authorized by a vote of the Milton  
Select Board, Date: \_\_\_\_\_

---

Printed Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Milton Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

---

Finance Director/Town Accountant  
Town of Milton

Dated: \_\_\_\_\_

**APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:**

---

Clifford R. Rhodes, Jr. Esq.

Dated: \_\_\_\_\_

**CONTRACT FOR THE PROVISION OF OWNER'S PROJECT MANAGER  
SERVICES FOR THE DESIGN AND CONSTRUCTION OF  
A NEW SCHOOL IN MILTON, MASSACHUSETTS**

**CERTIFICATE OF VOTE**

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of  
\_\_\_\_\_  
(Title)  
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_ 20 \_\_, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;

(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or

(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_

(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)



November 1, 2023  
November 9, 2023 Rev'd

Sean O'Rourke  
School Building Committee Chairman

## Town of Milton

Milton Middle School/Pre-K Project

### PMA Consultants & Subconsultants Fee Schedule

The Town of Milton (“Owner”) has solicited the services of a qualified “Owner’s Project Manager” (OPM), as defined in Massachusetts General Laws (M.G.L.) Chapter 149, section 44A½(c) and has subsequently selected **PMA Consultants, LLC (PMA)** as the firm to provide Project Management Services for the design and subsequent construction, pending community approval, of the Town of Milton’s school project/new educational facility.

The scope of OPM services as generally defined in the Request For Qualifications have been identified for the OPM are to represent the Owner in all phases of design and permitting, and should the project be so approved and the Town of Milton so decide, for the construction, including bid and award of general contractor/construction manager at risk and trade contractor work, through final closeout of the Project. The project may have multiple phases for design and construction. It is understood that as the project scope and design evolve, the Owner will have the opportunity to determine how it will deliver the project using the either Construction Management at Risk method pursuant to the requirements of M.G.L Chapter 149A, or alternatively decide to competitively bid the construction under M.G.L. Chapter 149 General Contracting. The Owner’s Project Manager will coordinate with Milton representatives and other municipal, federal and state agencies as appropriate and support community engagement. Public meetings and presentations will be required during the project. The estimated Project construction cost will not be determined until an educational program, schematic school design and corresponding construction estimate has been developed. PMA reasonably anticipates the Milton MS Project to occur over a period of 3-5 years to allow for design, permitting, procurements, construction, commissioning, occupancy and closeout. If the Project scope, schedule or complexity changes significantly, PMA and the subconsultants will revisit their fees in conjunction with the Town to determine if appropriate fee revisions are needed.

Based upon the preliminary and general Town defined scope that is required, and for services as typically performed by an OPM on similar projects and recent PMA projects, and also given that we are proposing a fee before design has begun in earnest, PMA is proposing its Fee based on normal industry cost data for OPM services for public projects based on projects of similar complexity and projected/estimated construction costs. PMA understands and reasonably anticipates the time commitments that will be necessary for community outreach meetings and project events as well as the complexities of Article 97 and new project permitting and have considered this scope and level of effort in our proposed Fee. Our Proposed Fee also captures PMA’s coordination and oversight of the anticipated services for Estimating (PM&C) for the FS/SD effort. Assuming the project is successfully approved by the Town of Milton voters, we also reasonably anticipate the future need to solicit, engage and coordinate with other the 3<sup>rd</sup> party inspectors or consultants on behalf of the Town of Milton for the later OPM efforts.

Based upon our discussions with the School Building Committee representatives and Town Administrator, and understanding the funds that the Town of Milton has thus far approved for the project, PMA is proposing its fee for what is traditionally seen as the Feasibility/Schematic design



phases only at this time to a completion level for what is necessary to establish the new schools educational program, educational space and town space requirements and a schematic design reflective of those requirements enabling a comprehensive cost estimate to establish the construction and total project budgets necessary to present to the Town's voters at Town Meeting and Town Election.

#### **PMA Consultants, LLC OPM Fee – Feasibility/Schematic Design Phases\***

##### **Not to Exceed \$160,000 (Fee includes estimating services of PM&C)**

\*For follow on project phases, assuming successful approval by the Town for the project and upon the request of the Town, PMA Consultants will develop and submit its fee proposal for the design development, construction documents, bidding, construction administration and closeout phases as appropriate for the final project approved by the SBC and Town.

.....

The Owner's Project Manager, PMA shall invoice the Owner based on the below hourly rate schedule on a monthly basis through formal invoices submitted to the Town. For Additional Services to be performed by PMA if any beyond PM&C, PMA shall invoice the Owner, in accordance with any contract provisions for the actual subconsultants invoiced costs plus 10% fee for PMA administration and oversight.

During the course of this Contract, the PMA Consultants, LLC rates in effect shall be in accordance with those delineated in the following table for tasks and additional services as they may be incurred:

#### **PMA Hourly Rate Schedule**

**(2023 rates below are subject to 3% annual calendar year increase thereafter)**

<b><u>Title</u></b>	<b><u>Rate/Hr.</u></b>
Project Executive (Carroll/Nigro)	\$280.00
Project Manager (Burke)	\$228.00
Project Manager (O'Connor)	\$150.00
Assistant Project Managers (Caggiano/TBD)	\$140.00
Admin/Outreach (TBD)	\$115.00

.....

PMA Consultants, LLC sincerely appreciates the opportunity to work with the Town of Milton and its School Building Committee Team on the Milton Middle School Project. We look forward to being part of your team.

If you have any questions, please do not hesitate to contact us.

Sincerely,

*Christopher Carroll*

Chris Carroll ([ccarroll@pmaconsultants.com](mailto:ccarroll@pmaconsultants.com)) 781-964-9260

Sean Burke ([sburke@pmaconsultants.com](mailto:sburke@pmaconsultants.com)) 617-538-5432

PMA Consultants, LLC

35 Braintree Hill Office Park, Suite 300

Braintree, MA 02184



# Town of Milton Massachusetts STORMWATER UTILITY FY 2024



Produced by the Milton Department of Public Works

# STORMWATER UTILITY FY2024



## Budget

**FY2023 Budget = \$1,011,726**

**FY2024 Budget = \$1,084,478**

**An increase of \$ 72,752**

## Impervious Surface Area

**FY2024 (IS Area) = 43,552,579 sq ft**

**FY2024 Rate = \$2.49/100**



# RESIDENTIAL SINGLE - FAMILY RATES

Land Use Code = 101



Rate Code	(IS) Area sq/ft	\$ Sw Fee \$ 2023	Rate Fee sq/ft 2023	\$ Sw Fee \$ 2024	Rate Fee sq/ft 2024
Tier 1	0 - 2,075	\$41.00	0.0238	\$44.00	0.0249
Tier 2	2,076 - 2,675	\$55.00	0.0238	\$59.00	0.0249
Tier 3	2,676 - 4,225	\$77.00	0.0238	\$81.00	0.0249
Tier 4.1	4,226 - 8,365	\$137.00	0.0238	\$145.00	0.0249
Tier 4.2	8,366 - 15,895	\$257.00	0.0238	\$273.00	0.0249
Tier 4.3	15,896 +	\$528.00	0.0238	\$572.00	0.0249



Produced by the Milton Department of Public Works

# Utilizing NearMap Imagery Technology

to update Impervious Surface areas.



The **Red** lines represent impervious surface from 2023 (created from referencing plans).

The **Yellow** lines represent impervious surface from 2024 (created from referencing NearMap imagery).



Near Map also provides Oblique Aerial Imagery that is up to date (July 17, 2023)



*Thank You!*



# **TOWN OF MILTON 2023**



## **SPECIAL TOWN MEETING**

**Monday, December 4, 2023**

**Milton High School Auditorium**

**7:30 p.m.**

## **WARRANT**

**INCLUDING THE REPORT OF THE WARRANT COMMITTEE  
AND RECOMMENDATIONS ON ARTICLES  
as required by Chapter 12, Section 4, of the General Bylaws of Town**

**PLEASE BRING THIS REPORT TO TOWN MEETING**

## **Stay Connected:**

Website	<a href="https://www.townofmilton.org/">https://www.townofmilton.org/</a>
Twitter	@TownofMiltonMA
Facebook	<a href="https://www.facebook.com/townofmilton.ma/">https://www.facebook.com/townofmilton.ma/</a>

## **Subscribe to News and Alerts:**

<https://www.townofmilton.org/1025/Notifications-and-Alerts>

## **Town Meeting Website:**

<https://www.townofmilton.org/478/Town-Meeting>

## **DECEMBER 2023 SPECIAL TOWN MEETING WARRANT**

Commonwealth of Massachusetts, SS.  
County of Norfolk

To any of the constables of the Town of Milton in said County:

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Milton, qualified to vote in Town affairs, to meet at the Milton High School Auditorium at 25 Gile Road in said Milton on Monday, the fourth day of December next at 7:30 o'clock in the evening, then and there to act upon the following Articles to wit:

**Articles 1-8**

And you are directed to warn said inhabitants qualified as aforesaid to meet at the times and places and for the purposes herein mentioned by posting attested copies of the Warrant in each of the Post Offices of said Town fourteen days at least before the fourth day of December. Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk, on or before said fourth day of December 2023.

Given under our hands at Milton this 2<sup>nd</sup> day of November, two thousand twenty-three.

---

Michael F. Zullas  
Erin G. Bradley  
Roxanne Musto  
Richard G. Wells, Jr.  
Benjamin Zoll

**MILTON SELECT BOARD**

A True Copy: Attest

William J. Neville  
CONSTABLE OF MILTON



## **INDEX**

### **WARRANT ARTICLES AND RECOMMENDATIONS**

<b>ARTICLE NO</b>	<b>Title</b>	<b>Page</b>
1	Zoning Bylaw and Zoning Map Amendment for Compliance with M.G.L. c. 40A §3A Multi-family zoning as-of-right in MBTA Communities	9
2	Zoning Bylaw Amendment for Mandatory Mixed Use in the Milton/Central Avenue Station Subdistrict	40
3	Transfer of Land to the Conservation Commission	43
4	School Building Committee Appropriation	45
5	Amend the Fiscal Year 2024 Budget	46
6	Bylaw to Require Recoding and Posting of Meetings of Elected Public Bodies	47
7	Local Historic District Bylaw	49
8	Citizen's Petition – Transfer of Land (Pope's Pond) to the Conservation Commission	56

**In compliance with the American with Disabilities Act, this Warrant can be made available in alternative formats. The December 4, 2023 Special Town Meeting, if requested, will be offered by assisted listening devices or an interpreter certified in sign language. Requests for alternative formats should be made as far in advance as possible.**

**Should you need assistance, please notify the SELECT BOARD at 617-898-4843 or 617-696-5199 TTY.**

**Smoking and other tobacco use is prohibited in school facilities and outside on the school grounds by MGL Chapter 71, Section 37H, “An Act Establishing the Education Act of 1993.” This law applies to any individual at any time.**

**Strong fragrances cause significant adverse reactions in some people, such as migraine headaches. Products with strong fragrances include personal care products such as perfume, cologne, fragranced hair products, after shave lotion, scented hand lotion, etc. Attendees at Town Meeting are requested to avoid wearing products with strong fragrances. As an accommodation to persons with such adverse reactions, and to allow safe and free access to the auditorium, the lobby and restroom, attendees at Town Meeting who are wearing products with strong fragrances, or who think they may be wearing products with strong fragrances, are requested to sit away from the sections nearest to the lobby entrance.**

## **MESSAGE FROM THE TOWN MODERATOR ROBERT G. HISS**

Welcome to the 2023 December Special Town Meeting!

As many citizens know, Town Meeting provided for Special Town Meetings to address urgent business facing the town that could not wait for the following Annual Town Meeting held in May of each year. This year, your Warrant Committee has received and voted on 8 articles for your consideration. These articles exclude many of the typical articles Town Meeting considers in the Annual Meeting which has some implications of which you should be aware.

First, I would encourage the members to read each article carefully and send your questions in advance of Town Meeting to the Board or Committee that submitted the article. This preparation on your part can make the best use of your time at Town Meeting. To assist with your preparation, your Moderator will again host our typical show on Milton Cable Access TV broadcast in the weeks preceding this Special Town Meeting where the Warrant Committee chair will explain the articles. I hope you will have the opportunity to watch. This has proven a useful approach to informing our citizens and I hope you find it useful.

Secondly, since the articles are by definition special, I believe that none of them are candidates for a Consent Agenda like those in our May Annual Town Meetings. Accordingly, we will consider each of the articles individually in the order written in the Warrant.

Thirdly, this Special Town Meeting will operate under all the rules of our Annual Town Meeting as printed in your May 2023 Warrant. Of special note, members may recall that at the beginning of our May 2023 Annual Town Meeting, the Attorney General had yet to approve our use of Electronic Voting (EV). The Attorney General has since approved EV so we will implement it as approved in our May 2022 ATM and as printed in the May 2023 ATM Warrant.

I look forward to seeing you at 7:30 PM on December 4, 2023.

Robert G. Hiss  
Town Moderator

# **REPORT OF THE WARRANT COMMITTEE FOR THE 2023 DECEMBER SPECIAL TOWN MEETING**

Greetings to the Honorable Select Board, Town Meeting Members and Residents,

The Warrant Committee is pleased to present Town Meeting and the voters and taxpayers of the Town our recommendations for action on eight articles submitted to the December Special Town Meeting convening on Monday, December 4, 2023.

The Warrant contains eight Articles that address:

- two zoning bylaw amendments with regard to MBTA Communities Act Chapter 40A Section 3A
- the transfer of land to the Conservation Commission
- a School Building Committee appropriation
- an amendment to the FY24 budget
- a bylaw to require the recording and posting of meetings of elected bodies
- a local historic district bylaw
- a citizen's petition to transfer land to the Conservation Commission

With regard to two of the articles, one being a local historic district bylaw and the second being the recording and posting of meetings of elected bodies, the Warrant Committee had more questions than could be answered in time for the printing of the Warrant for the Special Town Meeting along with recommendations for changes.

Articles 1 and 2 (submitted by the Select Board) propose amendments to the zoning bylaw that would zone for more than a 25% increase in total housing units, the most comprehensive zoning that the Town has contemplated in almost 100 years. While the articles have been submitted by the Select Board, it is generally the role of the Planning Board to draft and submit zoning amendments for consideration by the Town. Here, the Planning Board has formally done neither, through no fault of its own, in light of the time that the board was given to accomplish its task.

Nevertheless, the Select Board articles are the product of hard work and cooperation between the Planning Board and the Department of Planning and Community Development since the Executive Office of Housing & Livable Communities (EOHLC) issued its compliance guidelines on August 10, 2022 (with the requirement that zoning be approved by the Town by December 31, 2023). The Select Board articles have benefited from and have incorporated the work of the Planning Board; however, the Planning Board is not in support of Article 1.

The Planning Board has been careful and deliberative in its process and is working towards zoning that is in compliance with the guidelines established by the EOHLC. When called upon by the Warrant Committee to answer questions about its work, the Planning Board expressed frustration that so much zoning (including district modeling, design standards and site plan approval, economic feasibility, and affordability) was being compressed into so little time, given the deadline. Their work continues and the board has set the goal of a compliant article for the 2024 Annual Town Meeting.

To date, the Town of Milton is in compliance with the Guidelines (of which there are many) and is only at risk of violating one of them – the deadline. It is the recommendation of the Warrant Committee that the Planning Board be given the time that they are asking for to complete the job.

Respectfully submitted,

David J. Humphreys  
Chair, Warrant Committee

Thomas A. Caldwell (Secretary)

Lori A. Connelly

Allison Gagnon

Jay Fundling

Julie A. Joyce

Kristin G. Kociol

Jereem Langlais

Timothy P. Lyons

Julia Maxwell

Jeremiah J. O'Connor

Amanda H. Serio

Ronald T. Sia

Judith A. Steele

Stephen H. Rines

Karen Bosworth (Clerk)

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**ARTICLE 1** To see if the Town will vote to amend Chapter 275 of the General Bylaws, known as the Zoning Bylaw, by adding the following Section 275-3.23 MBTA Communities Multi-family Overlay District and to amend the Zoning Map to include the MBTA Communities Multi-family Overlay District, including the following subdistricts: Eliot Street Corridor Subdistrict, Milton/Central Avenue Station Subdistrict, Mattapan Station Subdistrict, Blue Hills Parkway Corridor Subdistrict, Granite Avenue Subdistrict, and East Milton Square Subdistrict as shown on the MBTA Communities Multi-family Overlay District Boundary Map.

## **Section 275-3.23 MBTA Communities Multi-family Overlay District**

### **A. Purpose**

The purpose of the MBTA Communities Multi-family Overlay District (MCMOD) is to allow multi-family housing as of right in accordance with Section 3A of the Zoning Act (Massachusetts General Laws Chapter 40A). This zoning provides for as of right multi-family housing to accomplish the following purposes:

1. Meet local housing needs along the full range of incomes, promoting social and economic diversity and the stability of individuals and families living in Milton.
2. Ensure that new multi-family housing creation is harmonious with the existing community.
3. Provide a wide range of housing alternatives to meet Milton's diverse housing needs.
4. Promote smart growth development by siting multi-family housing adjacent to transit or in areas where existing commercial and civic amenities and infrastructure already exist.
5. Increase the municipal tax base through private investment in new residential development.

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### **B. Establishment and Applicability**

This MCMOD is an overlay district having a land area of approximately 158 acres in size that is superimposed over the underlying zoning district (s) and is shown on the Zoning Map.

1. **Applicability of MCMOD.** An applicant may develop multi-family housing located within a MCMOD in accordance with the provisions of this Section 275-3.23.
2. **Underlying Zoning.** The MCMOD is an overlay district superimposed on underlying zoning districts. The regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the respective underlying zoning district(s) shall remain in full force, except for uses allowed as of right or by special permit in the MCMOD. Uses that are not identified in Section 275-3.23 are governed by the requirements of the underlying zoning district(s).
3. **Sub-districts.** The MCMOD contains the following sub-districts, all of which are shown on the MCMOD Boundary Map: Eliot Street Corridor Subdistrict, Milton/Central Avenue Station Subdistrict, Mattapan Station Subdistrict, Granite Avenue Subdistrict, East Milton Square Subdistrict, and Blue Hills Parkway Corridor Subdistrict.

### C. Definitions.

For purposes of this Section 275-3.23, the following definitions shall apply.

1. **Affordable unit.** A multi-family housing unit that is subject to a use restriction recorded in its chain of title limiting the sale price or rent or limiting occupancy to an individual or household of a specified income, or both.
2. **Affordable housing.** Housing that contains Affordable Units as defined by this Section 275-3.23.
3. **Applicant.** A person, business, or organization that applies for a building permit, Site Plan Review, or Special Permit.
4. **Area Median Income (AMI).** The median family income for the metropolitan statistical region that includes the Town of Milton, as defined by the U.S. Department of Housing and Urban Development (HUD).
5. **As of right.** Development that may proceed under the Zoning in place at time of application without the need for a special permit, variance, zoning amendment, waiver, or other discretionary zoning approval.
6. **Building coverage.** The maximum area of the lot that can be attributed to the footprint of the buildings (principal and accessory) on that lot. Building Coverage does not include surface parking.
7. **Compliance Guidelines.** *Compliance Guidelines for Multi-Family Zoning Districts Under Section 3A of the Zoning Act* as further revised or amended from time to time.

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8. **DHCD.** The Massachusetts Department of Housing and Community Development, or any successor agency.
9. **Design Guidelines.** Design Standards made applicable to all rehabilitation, redevelopment, or new construction within the MCMOD.
10. **Development standards.** Provisions of **Section 275-3.23 J. General Development Standards** made applicable to projects within the MCMOD.
11. **EOHLC.** The Massachusetts Executive Office of Housing and Livable Communities, DHCD's successor agency.
12. **Floor Area Ratio (FAR).** A measurement derived by dividing the total building area by the total lot area.
13. **Height, Feet.** Height shall be measured to the midpoint of the slope of a pitched roof, or the parapet of a flat roof, excluding the items specifically defined as allowable projections herein, from the average mean grade of the natural ground contiguous to the building.
14. **Height, Stories.** "Stories," as used in this section, shall not include a basement so long as the finished floor height of the first story is no more than four (4) feet above the average mean grade of the natural ground contiguous to the building.
15. **Lot.** An area of land with definite boundaries that is used or available for use as the site of a building or buildings.
16. **MBTA.** Massachusetts Bay Transportation Authority.
17. **Mixed-use development.** Development containing a mix of multi-family residential uses

and non- residential uses, including, commercial, institutional, industrial, or other uses.

18. **Multi-family housing.** A building with three or more residential dwelling units or two or more buildings on the same lot with more than one residential dwelling unit in each building.
19. **Multi-family zoning district.** A zoning district, either a base district or an overlay district, in which multi-family housing is allowed as of right.
20. **Open space.** For the purposes of this subsection, open space shall mean a portion of a lot or of adjacent lots in common ownership exclusive of any building or buildings and/or their associated driveways and parking areas and shall include parks, lawns, gardens, landscaped areas, community gardens, terraces, patios, areas left in their natural condition, athletic fields, open air athletic courts, playgrounds, open air swimming pools, and any open vegetated areas. Driveways and parking areas permanent or temporary, shall not be counted as open space.
21. **Parking, structured.** A structure in which vehicle parking is accommodated on multiple stories; a vehicle parking area that is underneath all or part of any story of a structure; or a vehicle parking area that is not underneath a structure, but is entirely covered, and has a parking surface at least eight feet below grade. Structured Parking does not include surface parking or carports, including solar carports.
22. **Parking, surface.** One or more parking spaces without a built structure above the space. A solar panel designed to be installed above a surface parking space does not count as a built structure for the purposes of this definition.
23. **Residential dwelling unit.** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
24. **Rooftop Terrace.** A roofless, raised platform on the roof of a building that provides community gathering space, such as a deck, terrace, community garden, or other outdoor amenities.
25. **Section 3A.** Section 3A of the Zoning Act.
26. **Site plan review authority.** The Planning Board is the site plan review authority.
27. **Subdistrict.** An area within the MCMOD that is geographically smaller than the MCMOD district and differentiated from the rest of the district by use, dimensional standards, or development standards.
28. **Subsidized Housing Inventory (SHI).** A list of qualified Affordable Housing Units maintained by EOHLIC used to measure a community's stock of low-or moderate-income housing for the purposes of M.G.L. Chapter 40B, the Comprehensive Permit Law.
29. **Transit station.** An MBTA subway station, commuter rail station, or ferry terminal.
  - a. **Commuter rail station.** Any MBTA commuter rail station with year-round, rather than intermittent, seasonal, or event-based, service.
  - b. **Ferry terminal.** The location where passengers embark and disembark from regular, year-round MBTA ferry service.

- c. **Subway station.** Any of the stops along the MBTA Red Line, Green Line, Orange Line, or Blue Line.

## D. Eliot Street Corridor Subdistrict

### 1. Purpose

The purpose of the Eliot Street Corridor Subdistrict is to provide opportunities for lower density, high quality multi-family housing that helps preserve the existing physical context of the one- and two-unit neighborhoods directly adjacent to the Mattapan Trolley line.

### 2. Applicability

An applicant may develop multifamily housing on certain parcels within a half mile of Mattapan, Capen Street, Valley Road, Central Avenue, and Milton stations, in accordance with the provisions of this subsection.

### 3. Uses Permitted As of Right.

The following uses are permitted as of right within the Eliot Street Corridor Subdistrict.

- a. Multi-family housing of up to three (3) units in a single building per lot on parcels 7,500 square feet or more.

### 4. Accessory Uses.

The following uses are considered accessory as of right to any of the permitted uses in Section D.3.

- a. Parking, including surface parking and parking within a structure such as a garage or other building on the same lot as the principal use.

### 5. Table of Dimensional Standards.

Notwithstanding anything to the contrary in this Zoning, the dimensional requirements applicable in the Eliot Street Corridor Subdistrict are as follows:

Standard	
Lot Size	
Minimum (SF)	7,500
Height	
Stories (Maximum)	2.5
Feet (Maximum)	35
Minimum Open Space	40%
Maximum Units per Lot	3 on lots 7,500 sf or more

Standard	
Minimum Frontage (ft)	50
Front Yard Setback	
(ft.)	15

Side Yard Setback	
Minimum side setback (ft)	5
Minimum sum of both side setbacks (ft)	20
Rear Yard Setback	
(ft.)	20
Maximum Floor Area Ratio (FAR)	
Lots 7,500 to 9,999 square feet	0.7
Lots 10,000 to 14,999 square feet	0.52
Lots 15,000 square feet or more	0.35

6. **Exceptions.** The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, or other ornamental features of buildings, which features are in no way used for living purposes and do not constitute more than 25% of the ground floor area of the building.
7. **Exceptions: Renewable Energy Installations.** The Site Plan Review Authority or Special Permit Granting Authority may waive the height and setbacks in **Section 275-3.23 D.5 Table of Dimensional Standards** to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
8. **Number of parking spaces.** The following numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Maximum Spaces
Multi-family	1 space per Residential Dwelling Unit

9. **Number of bicycle parking spaces.** The following **minimum** numbers of covered bicycle storage spaces shall be provided by use:

Use	Minimum Spaces
Multi-family	1 space per Residential Dwelling Unit

## E. Milton/Central Avenue Station Subdistrict

### 1. Purpose

The purpose of the Milton/Central Avenue Station Subdistrict is to allow for high quality mid-rise multi-family and mixed-use development while preserving the historic character of the Milton Village and Central Avenue business districts.

2. **Applicability**

An applicant may develop multi-family or mixed-use buildings up to 6 stories on certain large parcels in the area labeled East on the MCMOD Boundary Map, and up to 4.5 stories on certain large parcels in the area labeled West and Bridge on the MCMOD Boundary Map, in accordance with the provisions of this subsection.

3. **Uses Permitted As of Right.** The following uses are permitted as of right within the Milton/Central Avenue Station Subdistrict.

- a. Multi-family housing.
- b. **Mixed-use development.** As of right uses in a mixed-use development are as follows:

Ground Floor
Community space.
Educational uses.
Personal services.
Retail.
Experiential retail, including retail associated with dance or exercise studios, music studios, photography studios, or other combination of education, services, and retail.
Restaurant, café, and other eating establishments without a drive-through.
Office, professional office, medical and dental offices, and co-working space
Artists' studios, maker space, and small-scale food production [no more than 5,000 SF], and retail associated with each use.
Any Floor
Residential (required component).

4. **Accessory Uses.** The following uses are considered accessory as of right to any of the permitted uses in Section E.3.

- a. Parking, including surface parking and parking within a structure such as an above ground or underground parking garage or other building on the same lot as the principal use.

5. **Table of Dimensional Standards.** Notwithstanding anything to the contrary in this Zoning, the dimensional requirements applicable in the Milton/Central Avenue Station Subdistrict are as follows:

Standard	
Lot Size	
Minimum (SF)	None

Height (East)	
Stories (Maximum)	6
Feet (Maximum)	75
Height (West and Bridge)	
Stories (Maximum)	4.5
Feet (Maximum)	60
Minimum Open Space	40%
Maximum Units per Acre	40

Standard	
Minimum Frontage (ft)	none
Front Yard Setback <sup>(7)</sup>	
(ft.)	15
Side Yard Setback	
Minimum side setback (ft)	5
Minimum sum of both side setbacks (ft)	20
Rear Yard Setback	
(ft.)	30
Maximum Floor Area Ratio (FAR)	1.0

6. **Multi-Building Lots.** In the Milton/Central Avenue Station Subdistrict, lots may have more than one principal building.
7. **Exceptions.** The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, or other ornamental features of buildings, which features are in no way used for living purposes and do not constitute more than 25% of the ground floor area of the building.
8. **Exceptions: Renewable Energy Installations.** The Site Plan Review Authority or Special Permit Granting Authority may waive the height and setbacks in **Section 275-3.23 E.5 Table of Dimensional Standards** to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.

9. **Number of parking spaces.** The following numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Maximum Spaces
Multi-family	1 space per Residential Dwelling Unit
Use	Minimum Spaces
Non-residential component in a mixed-use development	1 space per 1,500 SF of commercial space

10. **Number of bicycle parking spaces.** The following **minimum** numbers of bicycle storage spaces shall be provided by use:

Use	Minimum Spaces
Multi-family	1 space per Residential Dwelling Unit
Non-residential component in a mixed-use development	1 space per 500 SF of commercial space

11. **Bicycle storage.** For a multi-family development of 10 units or more, or a mixed-use development of 10,000 square feet or more, covered, secure bicycle parking spaces shall be integrated into the structure of the building(s).

12. **Shared Parking within a Mixed-Use Development.** Parking requirements for a mix of uses on a single site may be adjusted through the Site Plan Review process, if the applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies.

13. **Parking Reduction.** Developments under this subsection may provide fewer parking spaces where, in the determination of the Site Plan Review Authority, proposed parking is found to be sufficient to meet the needs of the development. In making such a determination, the authority shall consider complementary uses, transportation demand management (TDM) measures, shared parking arrangements, vehicle-share arrangements and electric vehicle charging stations.

## F. Mattapan Station Subdistrict

### 1. Purpose

The purpose of the Mattapan Station Subdistrict is to provide high quality mid-rise multi-family housing on large sites in a transit-oriented district.

### 2. Applicability

An applicant may develop multi-family housing up to 6 stories on certain parcels of at least 5,000 square feet, with additional units for every 1,000 square feet of lot area, near the Neponset River across from Mattapan Square.

3. **Uses Permitted As of Right.** The following uses are permitted as of right within the Mattapan Station Subdistrict.

a. Multi-family housing.

b. **Mixed-use development.** As of right uses in a mixed-use development are as follows:

<b>Ground Floor</b>
Community space.
Educational uses.
Personal services.
Retail.
Experiential retail, including retail associated with dance or exercise studios, music studios, photography studios, or other combination of education, services, and retail.
Restaurant, café, and other eating establishments without a drive-through.
Office, professional office, medical and dental offices, and co-working space
Artists' studios, maker space, and small-scale food production [no more than 5,000 SF], and retail associated with each use.
<b>Any Floor</b>
Residential (required component).

4. **Accessory Uses.** The following uses are considered accessory as of right to any of the permitted uses in Section F.3.
  - a. Parking, including surface parking and parking within a structure such as an above ground or underground parking garage or other building on the same lot as the principal use.
5. **Table of Dimensional Standards.** Notwithstanding anything to the contrary in this Zoning, the dimensional requirements applicable in the Mattapan Station Subdistrict are as follows:

<b>Standard</b>	
Lot Size	
Minimum (SF)	5,000
Lot Area per Additional Unit (SF)	1,000
Height	
Stories (Maximum)	6
Feet (Maximum)	75
Minimum Open Space	40%
Maximum Units per Acre	45

<b>Standard</b>	
Minimum Frontage (ft)	none

Front Yard Setback	
(ft.)	15
Side Yard Setback	
Minimum side setback (ft)	5
Minimum sum of both side setbacks (ft)	20
Rear Yard Setback	
(ft.)	30
Maximum Floor Area Ratio (FAR)	1.1

6. **Multi-Building Lots.** In the Mattapan Station Subdistrict, lots may have more than one principal building.
7. **Exceptions.** The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, or other ornamental features of buildings, which features are in no way used for living purposes and do not constitute more than 25% of the ground floor area of the building.
8. **Exceptions: Renewable Energy Installations.** The Site Plan Review Authority or Special Permit Granting Authority may waive the height and setbacks in **Section 275-3.23 F.5 Table of Dimensional Standards** to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
9. **Number of parking spaces.** The following numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Maximum Spaces
Multi-family	1 space per Residential Dwelling Unit
	Minimum Spaces
Non-residential component in a mixed-use development	1 space per 1,500 SF of commercial space

10. **Number of bicycle parking spaces.** The following **minimum** numbers of bicycle storage spaces shall be provided by use:

Use	Minimum Spaces
Multi-family	1 space per Residential Dwelling Unit
Non-residential component in a mixed-use development	1 space per 500 SF of commercial space

11. **Bicycle storage.** For a multi-family development of ten (10) units or more, or a mixed-use development of 10,000 square feet or more, covered, secure bicycle parking spaces shall be integrated into the structure of the building(s).
12. **Shared Parking within a Mixed-Use Development.** Parking requirements for a mix of uses on a single site may be adjusted through the Site Plan Review process, if the applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies.
13. **Parking Reduction.** Developments under this subsection may provide fewer parking spaces where, in the determination of the Site Plan Review Authority, proposed parking is found to be sufficient to meet the needs of the development. In making such a determination, the authority shall consider complementary uses, transportation demand management (TDM) measures, shared parking arrangements, vehicle-share arrangements and electric vehicle charging stations.

## G. Granite Avenue Subdistrict

### 1. Purpose

The purpose of the Granite Avenue Subdistrict is to provide high quality, higher density multifamily or mixed-use development on large commercial or underutilized parcels with good access to transit, shared use paths, and Interstate 93.

### 2. Applicability

An applicant may develop a multifamily or mixed-use project up to 6 stories on certain large parcels in the northern part of the district along the Neponset River and up to 4 stories on certain large parcels in the southern part of the district between Granite Avenue and Interstate 93.

### 3. Uses Permitted As of Right.

The following uses are permitted as of right within the Granite Avenue Subdistrict.

- a. Multi-family housing.
- b. **Mixed-use development.** As of right uses in a mixed-use development are as follows:

Ground Floor
Community space.
Educational uses.
Personal services.
Retail.
Experiential retail, including retail associated with dance or exercise studios, music studios, photography studios, or other combination of education, services, and retail.
Restaurant, café, and other eating establishments without a drive-through.

Office, professional office, medical and dental offices, and co-working space
Artists' studios, maker space, and small-scale food production [no more than 5,000 SF], and retail associated with each use.
<b>Any Floor</b>
Residential (required component).

4. **Accessory Uses.** The following uses are considered accessory as of right to any of the permitted uses in Section G.3.
  - a. Parking, including surface parking and parking within a structure such as an above ground or underground parking garage or other building on the same lot as the principal use.
5. **Table of Dimensional Standards.** Notwithstanding anything to the contrary in this Zoning, the dimensional requirements applicable in the Granite Avenue Subdistrict are as follows:

Standard	
Lot Size	
Minimum (SF)	none
Height (north)	
Stories (Maximum)	6
Feet (Maximum)	75
Height (south)	
Stories (Maximum)	4.5
Feet (Maximum)	60
Minimum Open Space	40%
Maximum Units per Acre	45

Standard	
Minimum Frontage (ft)	none
Front Yard Setback	
(ft.)	30
Side Yard Setback	
Minimum side setback (ft)	10
Minimum sum of both side setbacks (ft)	20

Rear Yard Setback	
(ft.)	20
Maximum Floor Area Ratio (FAR)	1.1

6. **Multi-Building Lots.** In the Granite Avenue Subdistrict, lots may have more than one principal building.
7. **Exceptions.** The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, or other ornamental features of buildings, which features are in no way used for living purposes and do not constitute more than 25% of the ground floor area of the building.
8. **Exceptions: Renewable Energy Installations.** The Site Plan Review Authority or Special Permit Granting Authority may waive the height and setbacks in **Section 275-3.23 G.5 Table of Dimensional Standards** to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
9. **Number of parking spaces.** The following numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Maximum Spaces
Multi-family	1.5 spaces per Residential Dwelling Unit
	Minimum Spaces
Non-residential component in a mixed-use development	1 space per 1,500 SF of commercial space

10. **Number of bicycle parking spaces.** The following **minimum** numbers of bicycle storage spaces shall be provided by use:

Use	Minimum Spaces
Multi-family	1 space per Residential Dwelling Unit
Non-residential component in a mixed-use development	1 space per 500 SF of commercial space

11. **Bicycle storage.** For a multi-family development of ten (10) units or more, or a mixed-use development of 10,000 square feet or more, covered, secure bicycle parking spaces shall be integrated into the structure of the building(s).
12. **Shared Parking within a Mixed-Use Development.** Parking requirements for a mix of uses on a single site may be adjusted through the Site Plan Review process, if the applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies.

13. **Parking Reduction.** Developments under this subsection may provide fewer parking spaces where, in the determination of the Site Plan Review Authority, proposed parking is found to be sufficient to meet the needs of the development. In making such a determination, the authority shall consider complementary uses, transportation demand management (TDM) measures, shared parking arrangements, vehicle-share arrangements, electric vehicle charging stations, and access to alternative modes of transportation.

14. **Granite Avenue Subdistrict Design.** The project design shall foster an appearance of a residential neighborhood, with multiple buildings of various sizes, scale, height and Building Types.

15. **Building Types.** Building types may include:

- i. Duplexes
- ii. Triplexes and Quadruplexes
- iii. Townhouses
- iv. Walk-up Multifamily (maximum of three floors and 12 units)
- v. Elevator Multifamily (more than three floors and more than 12 units)
- vi. Mixed-use buildings (ground floor active uses such as retail, services, community uses).

16. **Granite Avenue Subdistrict Site Planning.** Provide a pedestrian-oriented and human scaled environment where the automobile is accommodated but does not dominate. Utilize internal streets and sidewalks and design pedestrian connectivity between buildings and outdoor spaces.

## H. East Milton Square Subdistrict

### 1. Purpose

The purpose of the East Milton Square Subdistrict is to provide high quality multifamily and mixed-use development that bolsters the Town's largest business district and maintains East Milton Square's historic village downtown character.

### 2. Applicability

An applicant may develop a multifamily or mixed-use project up to 2.5 stories on parcels largely corresponding with the existing East Milton Square business district, as well as certain adjacent parcels in residential zones.

### 3. Uses Permitted As of Right.

The following uses are permitted as of right within the East Milton Square Subdistrict.

a. Multi-family housing.

b. **Mixed-use development.** As of right uses in a mixed-use development are as follows:

Ground Floor
Community space.

Educational uses.
Personal services.
Retail.
Experiential retail, including retail associated with dance or exercise studios, music studios, photography studios, or other combination of education, services, and retail.
Restaurant, café, and other eating establishments without a drive-through.
Office, professional office, medical and dental offices, and co-working space
Artists' studios, maker space, and small-scale food production [no more than 5,000 SF], and retail associated with each use.
<b>Any Floor</b>
Residential (required component).

4. **Accessory Uses.** The following uses are considered accessory as of right to any of the permitted uses in Section H.3.

- Parking, including surface parking and parking within a structure such as an above ground or underground parking garage or other building on the same lot as the principal use.

5. **Table of Dimensional Standards.** Notwithstanding anything to the contrary in this Zoning, the dimensional requirements applicable in the East Milton Square Subdistrict are as follows:

Standard	
Lot Size	
Minimum (SF)	none
Height	
Stories (Maximum)	2.5
Feet (Maximum)	42
Minimum Open Space	40%
Maximum Units per Acre	30

Standard	
Minimum Frontage (ft)	none
Front Yard Setback (ft.)	15

Side Yard Setback	
Minimum side setback (ft)	5
Minimum sum of both side setbacks (ft)	20
Rear Yard Setback	
(ft.)	30

6. **Multi-Building Lots.** In the East Milton Square Subdistrict, lots may have more than one principal building.
7. **Exceptions.** The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, or other ornamental features of buildings, which features are in no way used for living purposes and do not constitute more than 25% of the ground floor area of the building.
8. **Exceptions: Renewable Energy Installations.** The Site Plan Review Authority or Special Permit Granting Authority may waive the height and setbacks in **Section 275-3.23 H.5 Table of Dimensional Standards** to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
9. **Number of parking spaces.** The following numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Maximum Spaces
Multi-family	1 space per Residential Dwelling Unit
Minimum Spaces	
Non-residential component in a mixed-use development	1 space per 1,500 SF of commercial space

10. **Number of bicycle parking spaces.** The following **minimum** numbers of bicycle storage spaces shall be provided by use:

Use	Minimum Spaces
Multi-family	1 space per Residential Dwelling Unit
Non-residential component in a mixed-use development	1 space per 500 SF of commercial space

11. **Bicycle storage.** For a multi-family development of ten (ten) units or more, or a mixed-use development of 10,000 square feet or more, covered, secure bicycle parking spaces shall be integrated into the structure of the building(s).

12. **Shared Parking within a Mixed-Use Development.** Parking requirements for a mix of uses on a single site may be adjusted through the Site Plan Review process, if the applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies.
13. **Parking Reduction.** Developments under this subsection may provide fewer parking spaces where, in the determination of the Site Plan Review Authority, proposed parking is found to be sufficient to meet the needs of the development. In making such a determination, the authority shall consider complementary uses, transportation demand management (TDM) measures, shared parking arrangements, vehicle-share arrangements, electric vehicle charging stations, and access to alternative modes of transportation.

## I. Blue Hills Parkway Corridor Subdistrict

### 1. Purpose

The purpose of the Blue Hills Parkway Corridor Subdistrict is to provide opportunities for lower density, high quality multi-family housing that helps preserve the existing physical context of the one- and two-unit neighborhoods adjacent to Blue Hills Parkway near Mattapan Station.

### 2. Applicability

An applicant may develop multifamily housing on certain parcels within a half mile of Mattapan Station along or adjacent to Blue Hills Parkway, in accordance with the provisions of this subsection.

### 3. Uses Permitted As of Right.

The following uses are permitted as of right within the Blue Hills Parkway Corridor Subdistrict.

a. Multi-family housing of up to 30 units per acre on parcels 7,500 square feet or more.

### 4. Accessory Uses.

The following uses are considered accessory as of right to any of the permitted uses in Section D.3.

a. Parking, including surface parking and parking within a structure such as a garage or other building on the same lot as the principal use.

### 5. Table of Dimensional Standards.

Notwithstanding anything to the contrary in this Zoning, the dimensional requirements applicable in the Eliot Street Corridor Subdistrict are as follows:

Standard	
Lot Size	
Minimum (SF)	7,500
Height	
Stories (Maximum)	2.5
Feet (Maximum)	35

Minimum Open Space	50%
Acre	30

Standard	
Minimum Frontage (ft)	50
Front Yard Setback	
(ft.)	20
Side Yard Setback	
Minimum side setback (ft)	5
Minimum sum of both side setbacks (ft)	20
Rear Yard Setback	
(ft.)	20
Maximum Floor Area Ratio (FAR)	0.7

6. **Exceptions.** The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, or other ornamental features of buildings, which features are in no way used for living purposes and do not constitute more than 25% of the ground floor area of the building.
7. **Exceptions: Renewable Energy Installations.** The Site Plan Review Authority or Special Permit Granting Authority may waive the height and setbacks in **Section 275-3.23 I.5 Table of Dimensional Standards** to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
8. **Number of parking spaces.** The following numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Maximum Spaces
Multi-family	1 space per Residential Dwelling Unit

9. **Number of bicycle parking spaces.** The following **minimum** numbers of bicycle storage spaces shall be provided by use:

Use	Minimum Spaces
Multi-family	1 space per Residential Dwelling Unit

## J. General Development Standards

1. Development standards in the MCMOD are applicable to all subdistricts within the MCMOD. These standards are components of the Site Plan Review process in **Section 275-3.23 M. Site Plan and Design Review**.
2. **Site Design.**
  - a. **Connections.** Sidewalks shall provide a direct connections among building entrances, the public sidewalk (if applicable), bicycle storage, and parking.
  - b. **Vehicular access.** Where feasible, curb cuts shall be minimized, and shared driveways encouraged. Maximum driveway width in the Eliot Street Corridor and Blue Hills Parkway Corridor subdistricts is 12 feet and maximum driveway width in the Mattapan Station, Milton/Central Avenue Station, East Milton Square and Granite Avenue subdistricts is 24 feet.
  - c. **Open Space.** Acceptable activities within the minimum required Open Space include natural areas (including wetlands and surface waters), wildlife and native plant habitat, landscape plantings, agricultural activities, low-impact design stormwater management, non-motorized trails, courtyards, patios, decks, play areas and other low-impact recreational activities. Open Space shall not contain habitable structures, streets, driveways, or surface parking.
  - d. **Playground and Recreation Areas.** Any development containing forty (40) or more units shall provide an outdoor play area or common space for use by families with children.
  - e. **Setbacks.** No structure shall be erected within the required setbacks as specified in the Table of Dimensional Standards for each subdistrict. Driveways may be located within required setbacks provided that no more than 30 percent of the setback area shall be paved.
  - f. **Parking location.** Surface parking shall be located to the sides and rear to the greatest extent possible.
  - g. **Landscaping at parking perimeter.** A landscape buffer shall be provided at the parking perimeter. Shade trees, ornamental trees, shrubs, and other plant materials shall be included in the buffer. The minimum width of the buffer shall be 5 feet in the Eliot Street Corridor, Blue Hills Parkway Corridor, East Milton Square, Mattapan Station, and Milton/Central Station subdistricts and 10 feet in the Granite Avenue subdistrict.
  - h. **Landscaping at parking interior.** A minimum of a five-foot wide landscape divider shall be provided between every 10 parking spaces and a shade tree shall be planted between every 20 parking spaces. A minimum of a five feet wide terminus landscape island shall be provided at the beginning and end of each row, and a shade tree shall be planted in each terminus island.
  - i. **Screening for Parking.** Surface parking adjacent to a public sidewalk shall be screened by a landscaped buffer of sufficient width to allow the healthy establishment of trees, shrubs, and perennials, but no less than 6 (six) feet. The buffer may include a fence or wall of no more than three feet in height unless there is a significant grade change between the parking and the sidewalk.

- j. **Parking Materials.** The parking surface may be concrete, asphalt, decomposed granite, bricks, or pavers, including pervious materials but not including grass or soil not contained within a paver or other structure.
- k. **Existing landscape.** Incorporate significant existing site features, such as trees of 12 inches caliper or more located within setbacks, stone walls, and historic fences into new development to the greatest extent possible.
- l. **Landscaping.** Use landscape design as a placemaking feature and not exclusively as a buffer.
- m. **Plantings.** Plantings shall include species that are native or adapted to the region and shall include shade trees. Plants on the Massachusetts Prohibited Plant List, as may be amended, shall be prohibited.
- n. **Lighting.** Light levels shall not exceed the minimum design guidelines defined by the Illuminating Engineering Society of North America (IESNA) and shall provide illumination necessary for safety and convenience while preventing glare and overspill onto adjoining properties and reducing the amount of skyglow. Light fixtures shall be Dark-Sky compliant and meet International Dark Sky Association certification requirements.
- o. **Mechanicals.** Mechanical equipment at ground level shall not be located in the Front Yard Setback nor in Open Space and shall be screened by a combination of fencing and evergreen plantings. Rooftop mechanical equipment shall be screened and incorporated into the architectural design.
- p. **Electrical Transformers and generators.** Electrical transformers and generators shall not be located at grade within the required setbacks to the extent allowed by utility company. Applicants shall consider locating transformers within buildings or within below grade vaults and locating generators on roofs. Transformers generators located at grade shall be screened by a combination of fencing and evergreen plantings to the extent allowed by utility company.
- q. **Utilities.** Locate utility meters to minimize their visibility. Integrate them into the building and site design. Minimize the visibility of utility connections.
- r. **Dumpsters.** Dumpsters shall be screened by a combination of fencing and plantings. Where possible, dumpsters or other trash and recycling collection points shall be located within the building.
- s. **Resiliency and Sustainability.** Consider present and future climate conditions in assessing project environmental impacts, including carbon emissions, extreme precipitation, extreme heat, and sea level rise. Projects must identify site and building strategies that eliminate, reduce, and mitigate adverse impacts including those due to changing climate conditions.
- t. **Renewable Energy.** Projects shall consider access to solar energy in building placement, orientation and design.
- u. **Low Impact Development (LID).** Projects shall utilize low impact development strategies to the greatest extent possible, such as limiting the amount of impervious area, preserving and creating connected natural spaces,

and using green infrastructure techniques such as rainwater harvesting, rain gardens, bioswales, permeable pavement, green roofs and tree canopy.

- v. **Stormwater management.** Strategies that demonstrate compliance of the construction activities and the proposed project with the most current versions of the Massachusetts Department of Environmental Protection Stormwater Management Standards, the Massachusetts Stormwater Handbook, Massachusetts Erosion Sediment and Control Guidelines, and, if applicable, additional requirements under the Milton MS4 Permit for projects that disturb more than one acre and discharge to the Town's municipal stormwater system, and an Operations and Management Plan for both the construction activities and ongoing post-construction maintenance and reporting requirements.

### 3. **Buildings: General.**

- a. **Position relative to principal street.** The primary building shall have its principal façade and entrance facing the principal street. See also Section G.7. Buildings: Corner Lots.
- b. **Entries.** Entries shall be clearly defined and linked to a paved pedestrian network that includes the public sidewalk.

### 4. **Buildings: Multiple buildings on a lot.**

- a. For a mixed-use development, uses may be mixed within the buildings or in separate buildings.
- b. Parking and circulation on the site shall be organized so as to reduce the amount of impervious surface. Where possible, parking and loading areas shall be connected to minimize curb cuts onto public rights-of-way.
- c. A paved pedestrian network shall connect parking to the entries to all buildings and the buildings to each other.
- d. The orientation of multiple buildings on a lot should reinforce the relationships among the buildings. All building façade(s) shall be treated with the same care and attention in terms of entries, fenestration, and materials.
- e. The building(s) adjacent to the public street shall have a pedestrian entry facing the public street.

### 5. **Buildings: Mixed-use development.**

- a. In a mixed-use building, access to and egress from the residential component shall be clearly differentiated from access to other uses. Such differentiation may occur by using separate entrances or egresses from the building or within a lobby space shared among different uses.
- b. Retail facades shall have a greater proportion of transparency than solids.
- c. Retail facades shall include small setbacks at street level to incorporate seating, displays and rain cover.
- d. Sidewalk width at retail facades shall be a minimum of 10 feet.

- e. Paved pedestrian access from the residential component shall be provided to residential parking and amenities and to the public sidewalk, as applicable.
- f. Materials for non-residential uses shall be stored inside or under cover and shall not be accessible to residents of the development.
- g. Parking and circulation on the site shall be organized so as to reduce the amount of impervious surface. Where possible, parking and loading areas shall be connected to minimize curb cuts onto public rights-of-way.

6. **Buildings: Shared Outdoor Space.** Multi-family housing and mixed-use development shall have common outdoor space that all residents can access. Such space may be located in any combination of ground floor, courtyard, rooftop, or terrace.

7. **Buildings: Corner Lots.** A building on a corner lot shall indicate a primary entrance either along one of the street-facing façades or on the primary corner as an entrance serving both streets.

- a. Such entries shall be connected by a paved surface to the public sidewalk, if applicable.
- b. All façades visible from a public right-of-way shall be treated with similar care and attention in terms of entries, fenestration, and materials.
- c. Fire exits should be integrated into the building architecture.

8. **Buildings: Infill Lots.** If the adjacent buildings are set back at a distance that exceeds the minimum front yard requirements, infill buildings shall meet the requirements of each subdistrict's dimensional standards. Otherwise, infill buildings may match the setback line of either adjacent building, or an average of the setback of the two buildings to provide consistency along the street.

9. **Buildings: Principal Façade and Parking.** Parking shall be subordinate in design and location to the principal building façade.

- a. **Surface parking.** Surface parking shall be located to the rear or side of the principal building. Parking shall not be located in the setback between the building and any lot line adjacent to the public right-of-way.
- b. **Integrated garages.** The principal pedestrian entry into the building shall be more prominent in design and placement than the vehicular entry into the garage.
- c. **Parking structures.** Building(s) dedicated to structured parking on the same lot as one or more multi-family buildings or mixed-use development shall be subordinate in design and placement to the multi-family or mixed-use building(s) on the lot.

10. **Building Design.**

- a) Buildings greater than forty (40) feet in length, measured horizontally, shall incorporate wall plane recesses or projections having a depth not less than four (4) feet and extending at least twenty percent (20%) of the length of the façade. No uninterrupted length of façade shall exceed forty (40) horizontal feet. No projection shall extend into a required setback.

- b) Buildings shall have a clearly defined base and roof edge so that the façade has a distinct base, middle, and top.
- c) All sides of buildings shall be given as much architectural detail as the front. The building shall present a unified architectural design approach. Where windows are not possible or appropriate for the intended use, vertical articulation in the form of raised or recessed surfaces shall be used to break up blank walls.
- d) Change in material shall accompany a change in form or plane and shall not be used within the same plane to reduce perceived bulk.
- e) Use durable materials that convey scale in their proportion, texture, finish and detailing and that contribute to the visual continuity of existing historic neighborhoods. Windows and doors shall have low reflectivity glass.
- f) Locate an addition to the side or rear of the existing building to the greatest extent possible.
- g) Entrances, exits, windows and doors shall be surrounded by architectural detail that highlights these features of the façade.
- h) In general, all windows shall be taller than they are wide. This requirement shall apply to windows on the first floor as well as upper floors. Windows that are horizontally oriented may be broken up with the use of mullions.
- i) All stairways to upper floors shall be enclosed within the exterior walls of buildings.
- j) Garage entrances and service and loading areas shall not face an open space or street directly unless no other location is feasible.
- k) Rooftop terraces shall be set back a minimum of ten (10) feet from any façade wall and secured by a perimeter fence at least four (4) feet in height.

11. **Waivers.** Upon the request of the Applicant and subject to compliance with the Compliance Guidelines, the Site Plan Review Authority may waive the requirements of this **Section 275-3.23 J. General Development Standards**, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the MCMOD.

**K. Design Guidelines.** The Site Plan Review Authority may adopt and amend, by simple majority vote, Design Standards which shall be applicable to all rehabilitation, redevelopment, or new construction within the MCMOD. Such Design Guidelines must be objective and not subjective and may only address the scale and proportions of buildings, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. Design Guidelines may contain graphics illustrating a particular standard or definition in order to make such standard or definition clear and understandable.

## **L. Affordability Requirements.**

### **1. Purpose.**

- a. Promote the public health, safety, and welfare by encouraging a diversity of housing opportunities for people of different income levels;
- b. Provide for a full range of housing choices for households of all incomes, ages, and sizes;
- c. Increase the production of affordable housing units to meet existing and anticipated housing needs; and
- d. Work to overcome economic segregation allowing Milton to continue to be a community of opportunity in which low and moderate-income households have the opportunity to advance economically.

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### **2. Applicability.** This requirement is applicable to all residential and mixed-use developments with ten (10) or more dwelling units, whether new construction, substantial rehabilitation, expansion, reconstruction, or residential conversion. No project may be divided or phased to avoid the requirements of this section.

### **3. Affordability requirements.**

- a. **Subsidized Housing Inventory.** All units affordable to households earning 80% or less of AMI created in the MCMOD under this section must be eligible for listing on EOHLCS Subsidized Housing Inventory.
4. **Provision of Affordable Housing.** In Applicable Projects, not fewer than ten percent (10%) of housing units constructed shall be Affordable Housing Units. For purposes of calculating the number of units of Affordable Housing required within a development project, a fractional unit shall be rounded up and down to the next whole number. The Affordable Units shall be available to households earning income up to eighty percent (80%) of the AMI.

### **5. Development Standards.** Affordable Units shall be:

- a. Integrated with the rest of the development and shall be compatible in design, appearance, construction, and quality of exterior and interior materials with the other units and/or lots;
- b. Dispersed throughout the development;

- c. Located such that the units have equal access to shared amenities, including light and air, and utilities (including any bicycle storage and/or Electric Vehicle charging stations) within the development;
- d. Located such that the units have equal avoidance of any potential nuisances as market-rate units within the development;
- e. Distributed proportionately among unit sizes; and
- f. Distributed proportionately across each phase of a phased development.
- g. Occupancy permits may be issued for market-rate units prior to the end of construction of the entire development provided that occupancy permits for Affordable Units are issued simultaneously on a pro rata basis.

6. **Administration.** The Zoning Enforcement Officer shall be responsible for administering and enforcing the requirements in this section.

## **M. Site Plan and Design Review**

- 1. **Applicability.** Site Plan and Design Review is required for all projects in all subdistricts. An application for Site Plan Review shall be reviewed by the Permitting Authority for consistency with the purpose and intent of Sections 275-3.23 D through 275-3.23 I.
- 2. **Submission Requirements.** As part of any application for Site Plan and Design Review for a project within the MCMOD submitted under Sections 275-3.23 D through Section 275-3.23 I the Applicant must submit the following documents in electronic format to the Department of Planning and Community Development. Physical copies may be requested by the Permitting Authority:
  - a. Application and fee for Site Plan and Design Review.
  - b. Existing conditions survey that shows existing structures, parking areas, open space features, walls, fences, trees of 12 inches caliper or more, utilities, easements, wetlands and wetlands buffer zones, and topography with contours at 1-foot intervals. The survey shall include contours, buildings, and trees of 12 inches caliper or more on adjacent properties within thirty (30) feet of lot boundaries.
  - c. Existing conditions narrative, including adjacent neighborhood and historic context, with photographs and diagrams as appropriate.
  - d. Site plans that show required setbacks, the position of the building on the site, points of vehicular access to and from the site and vehicular circulation on the site, parking areas, open space areas, stormwater management, utilities, dimensions of building(s) and parking areas, setback dimensions, proposed grading, retaining walls and other information commonly required by Municipality for Site Plan Review. Where a portion of the site is to remain undisturbed by the proposed work, such area shall be so indicated on the plan.
  - e. Landscape plan that shows layout, species, spacing, sizes, quantities and details for all plant materials, and locations and details of fencing and landscape walls. Architectural plans, elevations, sections, three dimensional views and renderings of the building(s)

showing the architectural design of the building(s) in context. Drawings shall indicate proposed materials and colors.

- f. Lighting plan that shows locations and specifications for all exterior lighting fixtures for Eliot Street Corridor and Blue Hills Parkway Corridor subdistrict.
- g. Photometric plan that shows locations and specifications for all exterior lighting fixtures and lighting photometrics for Mattapan Station, Milton/Central Station, East Milton Square and Granite Avenue subdistricts.
- h. Traffic impact analysis for Mattapan Station, Milton/Central Avenue Station, East Milton Square, and Granite Avenue subdistricts.
- i. Shadow study for Mattapan Station, Milton/Central Avenue Station, East Milton Square, and Granite Avenue subdistricts.
- j. All site plans shall be prepared by a certified architect, landscape architect, and/or a civil engineer registered in the Commonwealth of Massachusetts. All landscape plans shall be prepared by a certified landscape architect registered in the Commonwealth of Massachusetts. All building elevations shall be prepared by a certified architect registered in the Commonwealth of Massachusetts. All plans shall be signed and stamped, and drawings prepared at a scale of one inch equals forty feet (1"=40') or larger, or at a scale as approved in advance by the Permitting Authority.
- k. Narrative of compliance with the applicable design standards of this Section 275-3.23.
- l. A copy, if any, of the determination of applicability issued by or the notice of intent filed with the Conservation Commission of the Town of Milton under MGL c. 131, § 40, or Chapter 15 of the General Bylaws of the Town of Milton.
- m. Upon written request, the Site Plan Review Authority may, at its discretion, waive the submission by the applicant of any of the required information.

### 3. Procedures.

- a) Upon receipt of a complete application to the Department of Planning and Community Development, the application shall be circulated, as appropriate, to the Building Commissioner, Fire Department, Police Department, Historical Commission, and Engineering Department, requesting comments by the first public hearing. For development applications within a Local Historic District, the Site Plan Review Authority shall seek comments from the Historical Commission before the first public hearing; filing with the Historical Commission is recommended prior to submission to the Site Plan Review Authority.
- b) The Site Plan Review Authority shall conduct a public hearing. Subsequent changes and revisions to application materials shall be submitted with a narrative summarizing the changes in the new submittal.

4. **Outside Consultants.** When reviewing an application, the Site Plan Review Authority may determine that the assistance of outside consultants is warranted due to the size or complexity of a proposed project or because of the project's potential impacts. The authority may require that applicants pay a review fee consisting of the reasonable costs incurred by the authority to assist in the review of applications. The authority may engage engineers, architects, landscape architects, planners, or other appropriate

professionals who can assist the authority in analyzing an application to ensure compliance with all relevant laws, bylaws and regulations.

5. **Timeline.** Site Plan and Design Review should be commenced no later than 30 days of the submission of a complete application and should be completed expeditiously. In general, site plan review should be completed no more than 6 months after the submission of the application.
6. **Site Plan Approval.** Site Plan Approval may reasonably regulate matters such as vehicular access and circulation on site, architectural design of buildings, site design and screening for adjacent properties. Site Plan approval for uses listed in the Permitted Uses subsection of Sections 275-3.23 D through I shall be granted upon determination by the Site Plan Review Authority that the following conditions have been satisfied. The Site Plan Review Authority may impose reasonable conditions, at the expense of the applicant, to ensure that these conditions have been satisfied.
  - a. the Applicant has submitted the required fees and information as set forth in Municipality's requirements for a Building Permit and Site Plan Review; and
  - b. the project as described in the application meets the development standards set forth in Section 275-3.23 J. General Development Standards.
  - c. The project as described in the application meets design guidelines as may be adopted by the Site Plan Review Authority.
7. **Decision.** The decision of the Site Plan Review Authority shall be by a majority vote of the board as constituted (i.e., three affirmative votes).
8. **Project Phasing.** An Applicant may propose, in a Site Plan and Design Review submission, that a project be developed in phases subject to the approval of the Site Plan Review Authority, provided that the submission shows the full buildup of the project and all associated impacts as of the completion of the final phase. However, no project may be phased solely to avoid the provisions of Section 275-3.23 L. Affordability Requirements.
9. **Appeal.** Any person aggrieved by a decision of the Site Plan Review Authority made under this Section [Section TK] may appeal said decision to a court of competent jurisdiction under MGL c. 40A, § 17.

## **N. Severability.**

If any provision of this Section 275-3.23 is found to be invalid by a court of competent jurisdiction, the remainder of Section 275-3.23 shall not be affected but shall remain in full force and effect. The invalidity of any provision of this Section 275-3.23 shall not affect the validity of the remainder of Milton's Zoning Bylaw.

And to authorize the Town Clerk to make clerical revisions to section numbers and headings.

And to act on anything relating thereto.

Submitted by the Select Board

**RECOMMENDED that the Town vote to refer the proposed zoning bylaw back to the Select Board for further study.**

# MBTA Communities Multi-family

## Milton 3A & MMU Districts

 Within Half Mile of Transit Stops

 East Milton Square

 Blue Hills Parkway Corridor

 Mattapan Station

 Eliot Street Corridor

 Milton/Central Avenue Station

 East (MMU)

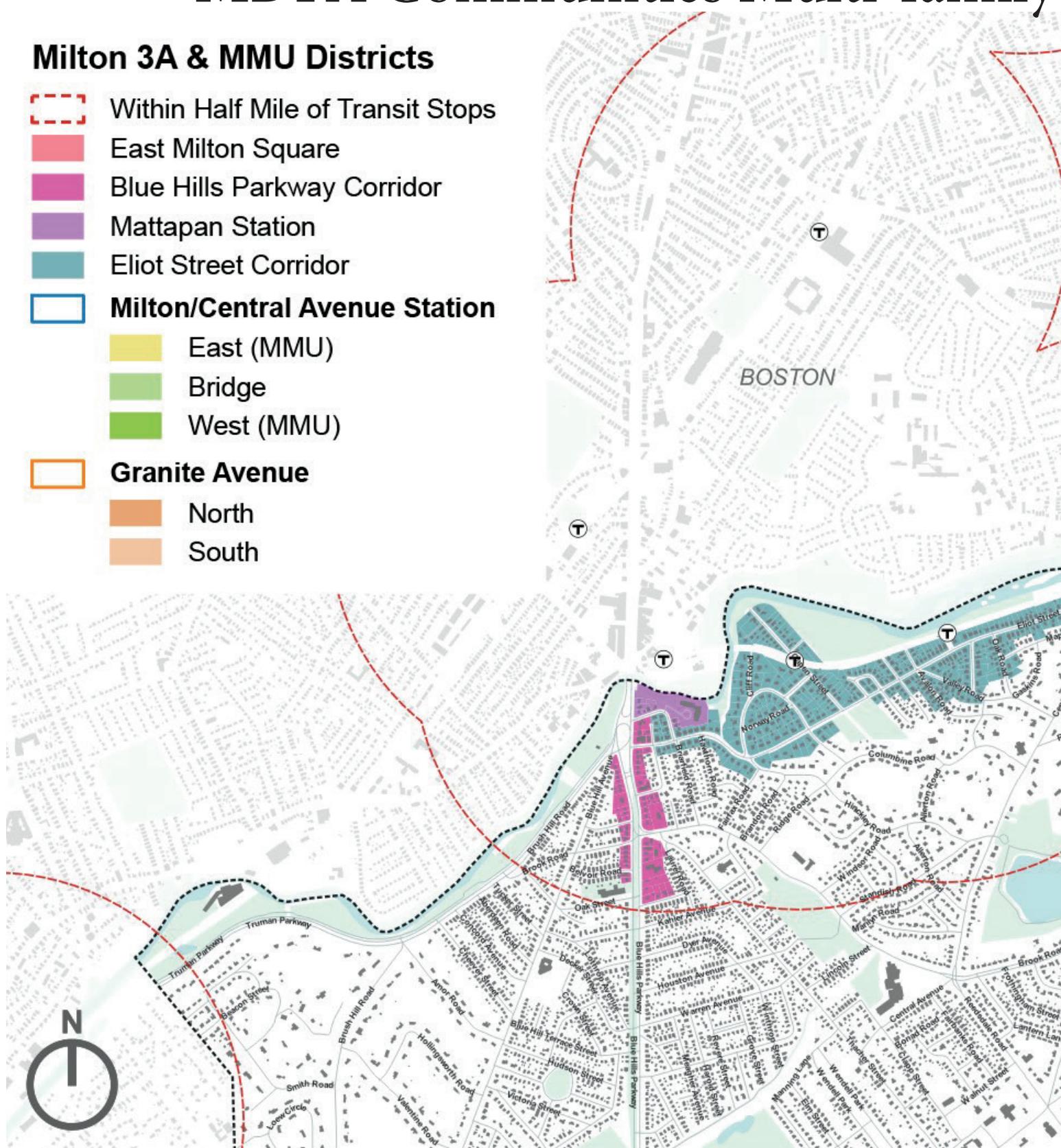
 Bridge

 West (MMU)

 Granite Avenue

 North

 South



# Overlay District Boundary Map



*COMMENT: In January 2021, the Massachusetts Legislature adopted an Economic Development Bond Bill (H.5250) that requires each municipality in the Massachusetts Bay Transportation Authority (MBTA) service area to zone for multi-family housing as of right. Further, the law authorized the Executive Office of Housing & Livable Communities (EOHLC) to develop implementation guidelines for these municipalities (MBTA Communities).*

*On August 10, 2022, the EOHLC issued Compliance Guidelines for Multi-Family Zoning Districts Under Section 3A of the Zoning Act (the “Guidelines”). They were revised on October 21, 2022, and again on August 17, 2023. The Guidelines require Towns that the EOHLC has designated as a “rapid transit community” to submit zoning that is in accord with the Guidelines to the EOHLC by December 31, 2023. According to the EOHLC, Milton is a rapid transit community, and the Guidelines therefore gave the Town approximately 16 months to zone for a 25% increase in total housing units, the most comprehensive zoning that the Town has contemplated in almost 100 years.*

*Since the Guidelines were released, the Planning Board and the Department of Planning and Community Development worked closely to develop zoning that complies with this new law. The Planning Board hired consultants: Utile to perform compliance modeling of districts, and RKG to perform a fiscal impact analysis. Unfortunately, given the timeline, the Planning Board received its first modeling of districts from Utile in June 2023 and, at the time of the drafting of this Warrant, has not yet received a final report from RKG with regard to fiscal impact for the Town.*

*In anticipation of this Special Town Meeting, the Select Board put forward this Article with regard to MBTA Communities Zoning as of right based upon the work performed to date by the Planning Board and the Department of Planning and Community Development.*

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*The Planning Board does not support the Select Board’s Article and is seeking additional time to prepare their own zoning Article. The Warrant Committee recommends that the Planning Board be given the time it is asking for in order to draft its own zoning Article that is both compliant with the new law and zoning with which the Planning Board is comfortable.*

*Areas of concerns with the Select Board’s Article that have been voiced by several members of the Warrant Committee and in part echoed by some members of the Planning Board include: the disproportionate burden placed upon the residents of Granite Ave. and East Milton, lack of new units within ½ mile of the Eliot Street Corridor, that the fiscal cost to the Town has not been established (school budget, services such as fire and police and the capital needs associated with those functions, and significant infrastructure upgrades necessary for water, sewer, and public ways), and the effect on traffic and parking.*

*Work that the Planning Board would like additional time to perform includes: to further refine and improve the district model specifically with regard to East Milton Square and the Eliot Street Corridor, to further refine and improve design standards and guidelines and site plan approval, to perform an economic feasibility study for the purpose of increasing the percentage of affordability in new multi-family housing and to obtain a buildout analysis to provide a visual aid to residents and developers. On September 18, 2023, the Planning Board formally requested an extension for more time of the EOHLC and as of the writing of this Article comment they have not received a response.*

*To those ends, the Planning Board has set a goal for itself to have an Article ready for the Annual Town Meeting in May 2024. We therefore suggest to Town Meeting that the Planning Board be allowed to*

*complete their work and further collaborate with the Select Board to do what is in the best interest of Milton.*

*Of note, the Commonwealth has established penalties for non-compliance with the MBTA Communities statute. It is unclear, however, as to what form this legal action might actually take – the Office of the Attorney General has advised that communities that fail to comply with the state mandate may be subject to “civil enforcement action,” be subject to the administrative consequence of being rendered ineligible to receive certain forms of state funding, and risk liability under federal and state fair housing law. Because litigation is a lengthy and expensive process for all parties, it is the hope of the Warrant Committee that a compliant Planning Board Article enacted by the citizens of the Town at the Annual Town Meeting would mitigate, if not remove, the threats that the Commonwealth is making.*

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**ARTICLE 2** To see if the Town will vote to amend Chapter 275 of the General Bylaws, known as the Zoning Bylaw, by changing the following subsections of Section 275-3.23E. Milton/Central Avenue Station Subdistrict of Section 275-3.23: MBTA Communities Multi-family Overlay District, as follows:

**2. Applicability**

An applicant may develop mixed-use buildings up to 6 stories on certain large parcels in the area labeled East on the MCMOD Boundary Map, and up to 4.5 stories on certain large parcels in the area labeled West on the MCMOD Boundary Map, in accordance with the provisions of this subsection. An applicant may develop multi-family or mixed-use buildings up to 4.5 stories in the area labeled Bridge on the MCMOD Boundary Map, in accordance with the provisions of this subsection. Developments in the East and West areas of the Milton/Central Avenue Station Subdistrict require a multi-family component and a ground-floor non-residential component.

**3. Uses Permitted As of Right.** The following uses are permitted as of right within the Milton/Central Station Subdistrict.

- a. Multi-family housing.
- b. **Mixed-use development.** As of right uses in a mixed-use development are as follows:

<b>Ground Floor (required component in East and West areas)</b>
Community space.
Educational uses.
Personal services.
Retail.
Experiential retail, including retail associated with dance or exercise studios, music studios, photography studios, or other combination of education, services, and retail.
Restaurant, café, and other eating establishments without a drive-through.
Office, professional office, medical and dental offices, and co-working space
Artists' studios, maker space, and small-scale food production [no more than 5,000 SF], and retail associated with each use.
<b>Any Floor</b>
Residential (required component).

- i. Non-residential use shall not exceed a maximum of 33 percent of the total area of a building or lot.
- ii. Non-residential uses shall be required in at least half of the ground floor of the building, provided the non-residential use does not exceed 33 percent of the total area of the building or lot. The ground floor may also include separate entrances for upper level uses, common areas, or lobbies.

9. **Number of parking spaces.** The following numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Maximum Spaces
Multi-family	1 space per Residential Dwelling Unit
	Minimum Spaces
Non-residential component in a mixed-use development	No minimum

And to authorize the Town Clerk to make clerical revisions to section numbers and headings.

And to act on anything relating thereto.

Submitted by the Select Board

**RECOMMENDED that if the Town votes, pursuant to Article 1 of this Warrant, to amend the Zoning Bylaw and Zoning Map Amendment for Compliance with M.G.L. c. 40A §3A Multi-family zoning as-of-right in MBTA Communities, that the Town then vote, under Article 2, to amend Chapter 275 of the General Bylaws, known as the Zoning Bylaw, by changing the following subsections of Section 275-3.23E. Milton/Central Avenue Station Subdistrict of Section 275-3.23: MBTA Communities Multi-family Overlay District, as follows:**

3. **Applicability**

An applicant may develop mixed-use buildings up to 6 stories on certain large parcels in the area labeled East on the MCMOD Boundary Map, and up to 4.5 stories on certain large parcels in the area labeled West on the MCMOD Boundary Map, in accordance with the provisions of this subsection. An applicant may develop multi-family or mixed-use buildings up to 4.5 stories in the area labeled Bridge on the MCMOD Boundary Map, in accordance with the provisions of this subsection. Developments in the East and West areas of the Milton/Central Avenue Station Subdistrict require a multi-family component and a ground-floor non-residential component.

4. **Uses Permitted As of Right.** The following uses are permitted as of right within the Milton/Central Station Subdistrict.

c. **Multi-family housing.**

d. **Mixed-use development.** As of right uses in a mixed-use development are as follows:

Ground Floor (required component in East and West areas)
Community space.
Educational uses.
Personal services.

<b>Retail.</b>
<b>Experiential retail, including retail associated with dance or exercise studios, music studios, photography studios, or other combination of education, services, and retail.</b>
<b>Restaurant, café, and other eating establishments without a drive-through.</b>
<b>Office, professional office, medical and dental offices, and co-working space</b>
<b>Artists' studios, maker space, and small-scale food production [no more than 5,000 SF], and retail associated with each use.</b>
<b>Any Floor</b>
<b>Residential (required component).</b>

- iii. Non-residential use shall not exceed a maximum of 33 percent of the total area of a building or lot.
- iv. Non-residential uses shall be required in at least half of the ground floor of the building, provided the non-residential use does not exceed 33 percent of the total area of the building or lot. The ground floor may also include separate entrances for upper level uses, common areas, or lobbies.

10. **Number of parking spaces.** The following numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Maximum Spaces
Multi-family	1 space per Residential Dwelling Unit
	Minimum Spaces
Non-residential component in a mixed-use development	No minimum

And to authorize the Town Clerk to make clerical revisions to section numbers and headings.

*COMMENT: The Warrant Committee voted to recommend requiring mixed use in the Milton/Central Station Subdistrict only in such case and conditioned upon Town Meeting first voting “yes” to approve Article 1 of the 2023 Special Town Meeting Warrant. As stated above, that article would approve a Zoning Bylaw Amendment for Compliance with M.G.L. c.40A §3A Multi-family zoning as-of-right in MBTA Communities. The Warrant Committee recommends that Town Meeting vote to refer Article 1 back to the Select Board for further study, but in the case that the Town does vote “yes”, the Warrant Committee would recommend that the Town zone for a requirement of mixed use in the Milton/Central Station Subdistrict in order to preserve and expand the Town’s commercial property base of which there is comparatively (to the residential property base) little and a pressing need for more.*

**ARTICLE 3** To see if the Town will vote to transfer to the care, custody, management and control of the Conservation Commission the following parcels of land:

- (1) Approximately 1.82 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 57 Lot 3
- (2) Approximately 0.41 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 56 Lot 7
- (3) Approximately 2.95 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 56 Lot 8
- (4) Approximately 20.06 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 56 Lot 9
- (5) Approximately 1.81 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 56 Lot 10; and

to authorize the Select Board to obtain all necessary Governmental approvals necessary to accomplish the purpose of this article; and to act on anything relating thereto.

Submitted by the Select Board

**RECOMMENDED that the Town vote to transfer to the care, custody, management, and control of the Conservation Commission, the following parcels of land:**

- (1) Approximately 1.82 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 57 Lot 3**
- (2) Approximately 0.41 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 56 Lot 7**
- (3) Approximately 2.95 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 56 Lot 8**
- (4) Approximately 20.06 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 56 Lot 9**
- (5) Approximately 1.81 acres of land, shown on the Town of Milton Assessor's Map as Map G Block 56 Lot 10; and**

**vote to authorize the Select Board to obtain all necessary Governmental approvals necessary to accomplish the purpose of this article.**

*COMMENT: The five parcels in question are marshlands between the Neponset River and Courtland Circle, Thistle Avenue, Whitman Road, and Riverside Avenue that were taken pursuant to 1965 Town Meeting Articles to be administered by the Select Board for the promotion and development of natural resources and for the preservation of open space. The Select Board seeks to transfer jurisdiction of the parcels to the care, custody, management, and control of the Conservation Commission.*

*Pursuant to the Massachusetts Conservation Commission Act of 1957 and M.G.L. c.40 sec. 8C, the Town has established a Conservation Commission to act as an advocate for the natural environment, to prepare appropriate conservation plans, and to manage conservation lands preservation of open lands in accordance with local, state, and federal laws.*

*It is the position of the Select Board that the five parcels would be best administered by the Conservation Commission in keeping with the Conservation Commission's mandate and charter to preserve and protect open space and further the goals of the Milton Master Plan.*

*The Warrant Committee recommends that the Town vote to approve this article and transfer the above parcels to the care, custody, and control of the Milton Conservation Commission.*

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**ARTICLE 4** To see if the Town will vote to authorize the School Building Committee to employ an Owner's Project Manager, architects, engineers, or other professionals for the purposes of conducting feasibility studies and/or preparing detailed plans, specifications, working drawings, and other necessary documents for the construction and furnishing of a school building and employ surveyors, engineers or other professionals, and to pay expenses incidental thereto, involving the acquisition, disposition or transfer of land related to construction of such school building; to see what sum of money the Town will vote to appropriate for the purposes of this article; to see if the Town will vote to make this appropriation contingent on the Town's not participating in the school building assistance program administered by the Massachusetts School Building Authority; to determine how said appropriation shall be raised, whether by borrowing, transfer from available funds, or otherwise; and to act on anything relating thereto.

Submitted by the School Building Committee

**RECOMMENDED that the Town vote to authorize the School Building Committee to employ an Owner's Project Manager, architects, engineers, or other professionals for the purposes of conducting feasibility studies and/or preparing detailed plans, specifications, working drawings, and other necessary documents for the construction and furnishing of a school building and employ surveyors, engineers or other professionals, and to pay expenses incidental thereto, involving the acquisition, disposition or transfer of land related to construction of such school building; and, appropriate \$400,000 from funds certified by the Department of Revenue as free cash for the purposes of this article, provided that no funds shall be expended from this appropriation if the Massachusetts School Building Authority ("MSBA") invites the Town of Milton into the MSBA program and the Town of Milton enters the MSBA program.**

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*COMMENT: The Warrant Committee has pledged support of the School Building project since the approval of the land swap in May 2023. These funds will allow the continued planning of the project in anticipation of a green light from the Executive Office of Energy and Environmental Affairs. There was some concern expressed that there was continued funding at this level for a project that still has not been given full approval by the State pursuant to Article 97.*

**ARTICLE 5** To see by what sums of money the Town will vote to amend the appropriations voted at the 2023 Annual Town Meeting for the twelve-month period beginning July 1, 2023; and to determine how said appropriations shall be raised, whether by transfer from available funds or otherwise; and to act on anything related thereto.

Submitted by the Select Board

**RECOMMENDED that the Town vote to amend the following appropriation voted by the 2023 Annual Town Meeting by the article referenced in the table below for the twelve-month period beginning July 1, 2023:**

Department	2023 ATM Article	Current FY2024 Appropriation	FY2024 Adjustment	Revised FY2024 Appropriation
Reserve Fund	40	\$250,000	\$350,000	\$600,000
Total Amendment			<u>\$350,000</u>	

**and that to meet said appropriation the sum of \$350,000 be raised from the tax levy.**

*COMMENT: The purpose of this article to appropriate an additional \$350,000 into the Reserve Fund is two-fold. The first issue was a need to transfer out of the Reserve Fund, with a current balance of \$250,000, \$110,000 for the Department of Public Works (DPW) to purchase a new woodchipper to replace their existing woodchipper that had a catastrophic engine failure. Since purchasing the gasoline powered machine in 2018, the issues have been many, including multiple distributor and clutch replacements, which have been costly. The last problem, which has now been identified to be an inherent design flaw, caused excessive vibration, the distributor loosened, and changed the engine timing – resulting in the latest engine failure. It was determined that it was fiscally prudent to cut our losses and purchase a new reliable, time-tested diesel-powered machine. That transaction reduced the amount in the Reserve Fund to \$140,000.*

*However, the second issue was that the projection and appropriation for Interest Income at the May 2023 Annual Town Meeting was based on rates in late winter/early spring and since then the Interest Income has been out pacing those projections, resulting in the expectation that there will more revenue in the Interest Income account that would allow Town Meeting to increase the Reserve Fund by \$350,000. This proposal was chosen rather than appropriating the \$350,000 to a specific department where it would then only be available to said specific department for general operating expenses. By appropriating to the Reserve Fund, the funds would be available throughout the year for unanticipated expenses if required, subject to the approval of the Warrant Committee.*

**ARTICLE 6** To see if the Town will vote to amend the Town of Milton bylaws by inserting the following new section:

## Chapter 12, Article VIII Recordings

### Section 12-33 Applicability

The public meetings of all elected public bodies shall be audio and/or video recorded.

The following elected public bodies are subject to this bylaw: Board of Assessors, Board of Health, Board of Park Commissioners, Library Board of Trustees, Planning Board, School Committee, Trustees of the Cemetery, and the Select Board.

### Section 12-34 Exceptions

Notwithstanding any other provisions of this Bylaw, the following types of public meetings are not subject to Section 12-33, and therefore are not required to be audio and/or video recorded:

- Meetings of subcommittees of the elected public bodies identified in Section 12-33;
- Site visits and meetings conducted on property that the Town of Milton does not own or lease;
- Executive sessions; and
- Emergency meetings, held in accordance with M.G.L. c. 30A §20, provided that the elected public bodies shall make reasonable, good faith efforts to record emergency meetings.

In the event of technology failure or power disruption, the elected public body shall make reasonable, good faith efforts to audio and/or video record its meeting, but if despite such reasonable, good faith efforts the public body is unable to make such a recording, the elected public body shall not be required to cancel or adjourn its meeting.

### Section 12-35 Posting of Recordings

All recordings shall be made publicly available within two weeks of the meeting date. For the purposes of this section, “publicly available” shall be defined as: available on the Town of Milton’s website, the MPEG Access, Inc. website, or through a third-party audio/video website to which the Town is authorized to add content, including, but not limited to the Town’s YouTube page, MPEG Access, Inc.’s YouTube page, or other social media website pages.

And to act on anything relating thereto.

Submitted by the Select Board

**Recommended that the Town vote to refer the proposed bylaw back to the Select Board for further study.**

*COMMENT: This article was presented to the Select Board by a resident of the Town who requested that the Select Board put forth at the next Town Meeting a new bylaw requiring that meetings of all elected bodies be audio and/or video recorded. Per this proposed bylaw, the following elected bodies would be required to record their meetings: Board of Assessors, Board of Health, Board of Park Commissioners, Trustees of the Public Library, Planning Board, School Committee, Trustees of the Cemetery, and the Select Board.*

*At the current time the following meetings are being recorded, though not required: Select Board, Planning Board, School Committee, and Trustees of the Public Library. Those not currently being recorded are: Board of Assessors, Board of Health, Board of Park Commissioners, and Trustees of the Cemetery.*

*The Warrant Committee fully supports the intent of this Article which is to offer transparency in Town Government by recording meetings for the residents to be able to hear the discussion and deliberation of those meetings. However, the Warrant Committee believes that the language in this citizens' petition is only a start. The Warrant Committee strongly believes that all Boards, Committees, Sub-committees, and Advisory Committees, and especially those that are entrusted with making budgetary and/or financial policy decisions or recommendations for and to the Town, should be included.*

*Citizens have a right to get accurate information about what is happening in their government, and how their tax dollars are being spent by their elected and appointed officials. A lack of robust minutes and at times a lack of minutes being recorded and posted in a timely manner does not allow citizens to understand the smaller details and discussions of the many financial decisions that are being made and why.*

*There are concerns raised by the Board of Health and Trustees of the Cemetery related to privacy issues and how to best keep personal information confidential when they are addressed at these meetings. The balancing of the citizens right to know with the disclosure of personal information should be properly vetted with the individual Boards and the Select Board. It is imperative that we identify the most appropriate course of action, keeping in mind the goal of transparency which is central to this bylaw.*

*As Town officials, we have accepted these roles, and we have a duty to the citizens to be fully transparent and keep them informed of our decision making. A full expansion of this bylaw will achieve this effect and guarantee good government. Transparency is essential for public confidence in government.*

*The technological advances available to the population and this Town today can very easily be deployed as great strides have been made in this area exactly for these reasons. This also needs to be discussed further to ensure full compliance with the recording requirements.*

*Therefore, we recommend to Town Meeting that this be sent back to the Select Board for further study with consultation of the Boards specifically concerned with the issue of privacy and going into executive session. We should take the time to draft this correctly, accurately, and thoroughly to achieve the best results for the citizens of Milton. The expectation is to revisit an improved bylaw at the Annual Town Meeting in May 2024.*

**ARTICLE 7** To see if the Town will vote to amend the Town of Milton bylaws by inserting the following new section:

To see if the Town will vote to establish a Local Historic District Commission for the purpose of aiding in the preservation and protection of the distinctive history, characteristics, and architecture of buildings and places significant in the history of the Town of Milton, the maintenance and improvement of their settings and the encouragement of new building designs compatible with the existing architecture, as outlined in the Aug 21, 2023 report of the Local Historic District Study Committee to the Massachusetts Historical Commission and the Milton Select Board;

to authorize the Select Board to appoint seven members to serve on the commission for a period of three years, one member nominated by the Milton Historical Commission, one member nominated by the local AIA chapter (American Institute of Architects), one member nominated by the Greater Boston Association of Realtors, one member shall be an “at large” resident of Milton living outside local historic district boundaries;

The Town of Milton hereby establishes a Local Historic District, to be administered by an Historic District Commission as provided for under Massachusetts General Laws Chapter 40C, as amended.

**1. PURPOSE**

The purpose of this bylaw is to aid in the preservation and protection of the distinctive history, characteristics, and architecture of buildings and places significant in the history of the Town of Milton, the maintenance and improvement of their settings and the encouragement of new building designs compatible with the existing architecture.

**2. DEFINITIONS**

The terms defined in this section shall be capitalized throughout this Bylaw. Where a defined term has not been capitalized, it is intended that the meaning of the term be the same as the meaning ascribed to it in this section unless another meaning is clearly intended by its context. As used in this Bylaw the following terms shall have the following meaning:

**ALTERATION, TO ALTER** – The act or the fact of rebuilding, reconstruction, restoration, replication, removal, demolition, and other similar activities.

**BUILDING** – A combination of materials forming a shelter for persons, animals or property.

**CERTIFICATE** – A Certificate of Appropriateness, a Certificate of Non-Applicability, or a Certificate of Hardship as set forth in this Bylaw.

**COMMISSION** – The Historic District Commission as established in this Bylaw.

**CONSTRUCTION, TO CONSTRUCT** – The act or the fact of building, erecting, installing, enlarging, moving and other similar activities.

**DISPLAY AREA** – The total surface area of a SIGN, including all lettering, wording, designs, symbols, background and frame, but not including any support structure or bracing incidental to the SIGN. The DISPLAY AREA of an individual letter SIGN or irregular shaped SIGN shall be the area of the smallest rectangle into which the letters or shape will fit. Where SIGN faces are placed back to back and face in opposite directions, the DISPLAY AREA shall be defined as the area of one face of the SIGN.

**DISTRICT** – The Local Historic District as established in this Bylaw consisting of one or more DISTRICT areas.

**EXTERIOR ARCHITECTURAL FEATURE** – Such portion of the exterior of a BUILDING or STRUCTURE as is open to view from a public way or ways, including but not limited to architectural style and general arrangement and setting thereof, the kind and texture of exterior building materials, and the type and style of windows, doors, lights, signs and other appurtenant exterior fixtures.

PERSON AGGRIEVED – The applicant; an owner of adjoining property; an owner of property within the same DISTRICT area; an owner of property within 100 feet of said DISTRICT area; and any charitable corporation in which one of its purposes is the preservation of historic places, structures, BUILDINGS or districts.

SIGNS – Any symbol, design or device used to identify or advertise any place of business, product, activity or person.

STRUCTURE – A combination of materials other than a BUILDING, including but not limited to a SIGN, fence, wall, historic stone wall, terrace, walk or driveway.

TEMPORARY STRUCTURE or BUILDING – A BUILDING not to be in existence for a period of more than two years. A STRUCTURE not to be in existence for a period of more than one year. The COMMISSION may further limit the time periods set forth herein as it deems appropriate.

### 3. DISTRICT

The DISTRICT shall consist of one or more DISTRICT areas as established through this Bylaw and as listed in Section 13 (Appendices) as may be amended from time to time through this Bylaw.

### 4. COMMISSION

4.1 The DISTRICT shall be overseen by a COMMISSION consisting of seven (7) members who are residents of the town, to be appointed by the Board of Selectmen, two members initially to be appointed for one year, two for two years, and two for three years, and each successive appointment to be made for three years.

4.2 The COMMISSION shall include, one member from two nominees solicited from the Milton Historical Commission, one member from two nominees solicited from the chapter of the American Institute of Architects covering Milton; one member from two nominees of the Greater Boston Association of Realtors covering Milton; one property owner from within each of the DISTRICT areas; and one at-large town resident living outside any of the DISTRICT areas. If within thirty days after submission of a written request for nominees to any of the organizations herein named insufficient nominations have been made, the Board of Selectmen may proceed to make appointments as it desires.

4.3 The Select Board may appoint up to four alternate members to the COMMISSION in a like manner. Each alternate member shall have the right to act and vote in the place of one regular member should such regular member be absent from a meeting or be unwilling or unable to act or vote. Said alternate members shall initially be appointed for terms of two or three years, and for three year terms thereafter.

4.4 Each member and alternate member shall continue to serve in office after the expiration date of his or her term until a successor is duly appointed.

4.5 Vacancies shall be filled in the same manner as the original appointment for an unexpired term.

4.6 Meetings of the COMMISSION shall be held at the call of the Chairman, at the request of two members and in such other manner as the COMMISSION shall determine in its Rules and Regulations.

4.7 Four members of the COMMISSION shall constitute a quorum.

4.8 All members shall serve without compensation.

### 5. COMMISSION POWERS AND DUTIES

5.1 The COMMISSION shall exercise its powers in administering and regulating the CONSTRUCTION and ALTERATION of any STRUCTURES or BUILDINGS within the DISTRICT as set forth under the procedures and criteria established in this Bylaw. In exercising its powers and duties hereunder, the COMMISSION shall pay due regard to the distinctive characteristics of each BUILDING, STRUCTURE and DISTRICT area.

5.2 The COMMISSION may adopt, and from time to time amend, reasonable Rules and Regulations not inconsistent with the provisions of this Bylaw or M.G.L. Chapter 40C, setting forth such forms and procedures as it deems desirable and necessary for the regulation of its affairs and the

conduct of its business, including requirements for the contents and form of applications for CERTIFICATES, fees, hearing procedures and other matters. The COMMISSION shall file a copy of any such Rules and Regulations with the office of the Town Clerk.

5.3 The COMMISSION, after a public hearing duly posted and advertised at least 14 days in advance in a conspicuous place in Town Hall and in a newspaper of general circulation, may adopt and from time to time amend guidelines which set forth the designs for certain EXTERIOR ARCHITECTURAL FEATURES which are, in general, suitable for the issuance of a CERTIFICATE. No such design guidelines shall limit the right of an applicant for a CERTIFICATE to present other designs to the COMMISSION for approval.

5.4 The COMMISSION shall at the beginning of each fiscal year hold an organizational meeting and elect a Chairman, a Vice Chairman and Secretary, and file notice of such election with the office of the Town Clerk.

5.5 The COMMISSION shall keep a permanent record of its resolutions, transactions, decisions and determinations and of the vote of each member participating therein.

5.6 The COMMISSION shall undertake educational efforts to explain to the public and property owners the merits and functions of a DISTRICT.

## 6. ALTERATIONS AND CONSTRUCTION PROHIBITED WITHOUT A CERTIFICATE

6.1 Except as this Bylaw provides, no BUILDING or STRUCTURE or part thereof within a DISTRICT shall be CONSTRUCTED or ALTERED in any way that affects the EXTERIOR ARCHITECTURAL FEATURES as visible from a public way, unless the COMMISSION shall first have issued a CERTIFICATE with respect to such CONSTRUCTION or ALTERATION.

6.2 No building permit for CONSTRUCTION of a BUILDING or STRUCTURE or for ALTERATION of an EXTERIOR ARCHITECTURAL FEATURE within a DISTRICT and no demolition permit for demolition or removal of a BUILDING or STRUCTURE within a DISTRICT shall be issued by the Town or any department thereof until a CERTIFICATE as required under this Bylaw has been issued by the COMMISSION.

## 7. PROCEDURES FOR REVIEW OF APPLICATIONS

7.1 Any person who desires to obtain a CERTIFICATE from the COMMISSION shall file with the COMMISSION an application for a CERTIFICATE of Appropriateness, of Non-Applicability or of Hardship, as the case may be. The application shall be accompanied by such plans, elevations, specifications, material and other information, including in the case of demolition or removal a statement of the proposed condition and appearance of the property thereafter, as may be reasonably deemed necessary by the COMMISSION to enable it to make a determination on the application.

7.2 The COMMISSION shall determine within fourteen (14) business days of the filing of an application for a CERTIFICATE whether said application involves any EXTERIOR ARCHITECTURAL FEATURES which are within the jurisdiction of the COMMISSION.

7.3 If the COMMISSION determines that an application for a CERTIFICATE does not involve any EXTERIOR ARCHITECTURAL FEATURES, or involves an EXTERIOR ARCHITECTURAL FEATURE which is not subject to review by the COMMISSION under the provisions of this Bylaw, the COMMISSION shall forthwith issue a CERTIFICATE of Non-Applicability.

7.4 If the COMMISSION determines that such application involves any EXTERIOR ARCHITECTURAL FEATURE subject to review under this Bylaw, it shall hold a public hearing on the application, except as may otherwise be provided in this Bylaw. The COMMISSION shall hold such a public hearing within forty-five (45) days from the date of the filing of the application. At least fourteen (14) days before said public hearing, public notice shall be given by posting in a conspicuous place in Town Hall and in a newspaper of general circulation in Milton. Such notice shall identify the time, place and purpose of the public hearing. Concurrently, a copy of said public notice shall be mailed to the applicant, to the owners of all adjoining properties and of other properties deemed by the COMMISSION to be materially affected thereby, all as they appear on the most recent applicable tax

list, to the Planning Board, to any person filing a written request for notice of hearings, such request to be renewed yearly in December, and to such other persons as the COMMISSION shall deem entitled to notice.

7.4.1 A public hearing on an application for a CERTIFICATE need not be held if such hearing is waived in writing by all persons entitled to notice thereof. In addition, a public hearing on an application for a CERTIFICATE may be waived by the COMMISSION if the COMMISSION determines that the EXTERIOR ARCHITECTURAL FEATURE involved, or its category, is so insubstantial in its effect on the DISTRICT that it may be reviewed by the COMMISSION without a public hearing. If the COMMISSION dispenses with a public hearing on an application for a CERTIFICATE, notice of such application shall be given to the owners of all adjoining property and of other property deemed by the COMMISSION to be materially affected thereby as above provided, and ten (10) days shall elapse after the mailing of such notice before the COMMISSION may act upon such application.

7.5 Within sixty (60) days after the filing of an application for a CERTIFICATE, or within such further time as the applicant may allow in writing, the COMMISSION shall issue a CERTIFICATE or a disapproval. In the case of a disapproval of an application for a CERTIFICATE, the COMMISSION shall set forth in its disapproval the reasons for such disapproval. The COMMISSION may include in its disapproval specific recommendations for changes in the applicant's proposal with respect to the appropriateness of design, arrangement, texture, material and similar features which, if made and filed with the COMMISSION in a subsequent application, would make the application acceptable to the COMMISSION.

7.6 The concurring vote of a majority of the members shall be required to issue a CERTIFICATE.

7.7 In issuing CERTIFICATES, the COMMISSION may, as it deems appropriate, impose certain conditions and limitations, and may require architectural or plan modifications consistent with the intent and purpose of this Bylaw.

7.8 If the COMMISSION determines that the CONSTRUCTION or ALTERATION for which an application for a CERTIFICATE of Appropriateness has been filed will be appropriate for or compatible with the preservation or protection of the DISTRICT, the COMMISSION shall issue a CERTIFICATE of Appropriateness.

7.9 If the CONSTRUCTION or ALTERATION for which an application for a CERTIFICATE of Appropriateness has been filed shall be determined to be inappropriate and therefore disapproved, or in the event of an application for a CERTIFICATE of Hardship, the COMMISSION shall determine whether, owing to conditions especially affecting the BUILDING or STRUCTURE involved, but not affecting the DISTRICT generally, failure to approve an application will involve a substantial hardship, financial or otherwise, to the applicant and whether such application may be approved without substantial detriment to the public welfare and without substantial derogation from the intent and purposes of this Bylaw. If the COMMISSION determines that owing to such conditions failure to approve an application will involve substantial hardship to the applicant and approval thereof may be made without such substantial detriment or derogation, the COMMISSION shall issue a CERTIFICATE of Hardship.

7.10 The COMMISSION shall send a copy of its CERTIFICATES and disapprovals to the applicant and shall file a copy of its CERTIFICATES and disapprovals with the office of the Town Clerk and the Building Commissioner. The date of issuance of a CERTIFICATE or disapproval shall be the date of the filing of a copy of such CERTIFICATE or disapproval with the office of the Town Clerk.

7.11 If the COMMISSION should fail to issue a CERTIFICATE or a disapproval within sixty (60) days of the filing of the application for a CERTIFICATE, or within such further time as the

applicant may allow in writing, the COMMISSION shall thereupon issue a CERTIFICATE of Hardship Due to Failure to Act.

7.12 Each CERTIFICATE issued by the COMMISSION shall be dated and signed by its chairman or such other person designated by the COMMISSION to sign such CERTIFICATES on its behalf.

7.13 A PERSON AGGRIEVED by a determination of the COMMISSION may, within twenty (20) days of the issuance of a CERTIFICATE or disapproval, file a written request with the COMMISSION for a review by a person or persons of competence and experience in such matters, acting as arbitrator and designated by the regional planning agency. The finding of the person or persons making such review shall be filed with the Town Clerk within forty-five (45) days after the request, and shall be binding on the applicant and the COMMISSION, unless a further appeal is sought in the Superior Court as provided in Chapter 4OC, Section 12A. The filing of such further appeal shall occur within twenty (20) days after the finding of the arbitrator has been filed with the office of the Town Clerk.

## 8. CRITERIA FOR DETERMINATIONS

8.1 In deliberating on applications for CERTIFICATES, the COMMISSION shall consider, among other things, the historic and architectural value and significance of the site, BUILDING or STRUCTURE; the general design, proportions, detailing, mass, arrangement, texture, and material of the EXTERIOR ARCHITECTURAL FEATURES involved; and the relation of such EXTERIOR ARCHITECTURAL FEATURES to similar features of BUILDINGS and STRUCTURES in the surrounding area.

8.2 In the case of new CONSTRUCTION or additions to existing BUILDINGS or STRUCTURES, the COMMISSION shall consider the appropriateness of the scale, shape and proportions of the BUILDING or STRUCTURE both in relation to the land area upon which the BUILDING or STRUCTURE is situated and in relation to BUILDINGS and STRUCTURES in the vicinity. The COMMISSION may in appropriate cases impose dimensional and setback requirements in addition to those required by applicable statute or bylaw.

8.3 When ruling on applications for CERTIFICATES on solar energy systems as defined in Section IA of Chapter 40A, the COMMISSION shall consider the policy of the Commonwealth of Massachusetts to encourage the use of solar energy systems and to protect solar access.

8.4 The COMMISSION shall not consider interior arrangements or architectural features not subject to public view from a public way.

## 9. EXCLUSIONS

9.1 The COMMISSION shall exclude from its purview the following:

9.1.1 Temporary BUILDINGS, STRUCTURES or SIGNS subject, however, to conditions pertaining to the duration of existence and use, location, lighting, removal and similar matters as the COMMISSION may reasonably specify.

9.1.2 Storm windows and doors, screen windows and doors, and window air conditioners.

9.1.3 The color of paint.

9.1.4 The color of materials used on roofs.

9.1.5 The reconstruction, substantially similar in exterior design, of a BUILDING, STRUCTURE or EXTERIOR ARCHITECTURAL FEATURE damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.

9.2 Upon request the COMMISSION shall issue a CERTIFICATE of Non-Applicability with respect to CONSTRUCTION or ALTERATION in any category not subject to review by the COMMISSION in accordance with the above provisions.

9.3 Nothing in this Bylaw shall be construed to prevent the ordinary maintenance, repair or replacement of any EXTERIOR ARCHITECTURAL FEATURE within a DISTRICT which does not

involve a change in design, material or the outward appearance thereof, nor to prevent landscaping with plants, trees or shrubs, nor construed to prevent the meeting of requirements certified by a duly authorized public officer to be necessary for public safety because of an unsafe or dangerous condition, nor construed to prevent any CONSTRUCTION or ALTERATION under a permit duly issued prior to the effective date of this Bylaw.

#### 10. CATEGORICAL APPROVAL

The COMMISSION may determine from time to time after a public hearing, duly advertised and posted at least fourteen (14) days in advance in a conspicuous place in Town Hall and in a newspaper of general circulation in Milton, that certain categories of EXTERIOR ARCHITECTURAL FEATURES, STRUCTURES or BUILDINGS under certain conditions may be CONSTRUCTED or ALTERED without review by the COMMISSION without causing substantial derogation from the intent and purpose of this Bylaw.

#### 11. ENFORCEMENT AND PENALTIES

11.1 The COMMISSION shall determine whether a particular activity is in violation of this Bylaw or not, and the COMMISSION shall be charged with the enforcement of this Bylaw.

11.2 The COMMISSION, upon a written complaint of any resident of Milton, or owner of property within Milton, or upon its own initiative, shall institute any appropriate action or proceedings in the name of the Town of Milton to prevent, correct, restrain or abate violation of this Bylaw. In the case where the COMMISSION is requested in writing to enforce this Bylaw against any person allegedly in violation of same and the COMMISSION declines to act, the COMMISSION shall notify, in writing, the party requesting such enforcement of any action or refusal to act and the reasons therefore, within twenty one (21) days of receipt of such request.

11.3 Whoever violates any of the provisions of this Bylaw shall be punishable by a fine of up to \$500.00 for each offense. Each day during any portion of which such violation continues to exist shall constitute a separate offense.

11.4 The COMMISSION may designate the Building Commissioner of the Town of Milton to act on its behalf and to enforce this Bylaw under the direction of the COMMISSION.

#### 12. VALIDITY AND SEPARABILITY

The provisions of this Bylaw shall be deemed to be separable. If any of its provisions, sections, subsections, sentences or clauses shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Bylaw shall continue to be in full force and effect.

#### 13. APPENDICES

##### Appendix 1:

##### Milton Village District

The Milton Village District shall be a DISTRICT area under this Bylaw. The location and boundaries of the Milton Village District are defined and shown on the Local Historic District Map of the Town of Milton, Sheet 1-2023 which is a part of this Bylaw. Sheet 1 is based on the 2023 town GIS map and was created with the help of the Town of Milton Engineering Department / GIS. The delineation of the DISTRICT area boundaries is based on the parcel boundaries then in existence and shown therein. to see what sum of money the Town will vote to appropriate for the commission's purposes, including without limitation for the retention of architectural or other consultation services and historical research; to determine how said appropriation shall be raised, whether by borrowing or otherwise; and to act on anything relating thereto.

And to act on anything relating thereto.

Submitted by the Local Historic District Study Committee

**RECOMMENDED that the Town vote to refer the proposed bylaw back to the Local Historic District Study Committee for further study.**

*COMMENT: The 2015 Milton Master Plan calls for both preservation and enhancement of Milton's historic characteristics and guiding new development in keeping with the Town's physical character. It also calls for the establishment of local historic districts and better protecting the remaining historic estates of the Town.*

*In 2021 the Select Board created a Local Historic District Study Committee (LHDSC) pursuant to M.G.L. c.40C to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of buildings and places significant in the history of the Commonwealth and its cities and towns or their architecture, and through the maintenance and improvement of settings for such buildings and places and the encouragement of design compatible therewith.*

*The LHDSC has completed an exhaustive study of the National Register Districts in Milton. A National Register District is part of the National Register of Historic Places which lists individual buildings, sites, structures, objects, and districts, deemed important in American history, culture, architecture or archaeology. It is a federal designation and is administered by the Secretary of the Interior through the Massachusetts Historical Commission at the State Historic Preservation office.*

*Following this study and after much deliberation, the LHDSC decided, with the encouragement and support of the Planning Board, to propose that the Town establish a Local Historic District Commission (LHDC) and a Local Historic District (LHD) in Milton Village. The Commission and the District would be established by a bylaw that imposes certain restrictions on what property owners can or cannot do to their properties in the LHD and would require final approval by a two-thirds vote of the Town Meeting.*

*The LHDSC presented to the Warrant Committee over the course of two separate evenings in October. It is clear from the information given to the Warrant Committee that the area of Milton Village has great historical significance to our Town, Commonwealth and Country. Moreover, this article is in keeping with other towns and cities in the area with similar homes of historical significance and value.*

*The LHDSC has drafted a proposed bylaw and has scheduled a public hearing as is required for a bylaw such as this. Given the timing of the public meetings, the proposed bylaw is not ready to be presented to Town Meeting for a vote, and the LHDSC and the Warrant Committee are in agreement that the proposed bylaw should be presented for a vote at the Annual Town Meeting.*

**ARTICLE 8** To see if the Town will vote to transfer to the care, custody, management, and control of the Conservation Commission, and to be subject to the provisions of Article 97, the following parcel of land: approximately 41.4+ acres of land, shown on the Town of Milton Assessor's Map as Map C Block 34A Lot 4 and to authorize the Select Board to obtain all necessary Governmental approvals necessary to accomplish the purpose of this article.

Submitted by Citizen's Petition. The following is a list of the first ten citizens who signed the petition:

Diane DiTullio Agostino	147 Ridgewood Road
Margaret T. Oldfield	397 Hillside Street
Stephen M. Kelleher	93 Nancy Road
Joan L. Gancarski	75 Oak Street
Anne Louise. Murphy	20 Mountain Laurel Path
Joseph F.. Murphy	20 Mountain Laurel Path
Michael Patrick Vaughan	32 Governor Belcher Lane
Nancy J. Vaughan	32 Governor Belcher Lane
Virginia M. Donahue King	377 Canton Avenue
John Paul King	377 Canton Avenue

**RECOMMENDED that the Town vote No.**

*COMMENT: At the Annual Town Meeting that commenced on May 1, 2023, our Town Meeting voted on Warrant Article 31 and authorized the transfer of “approximately forty-one (41) acres of land located around and inclusive of Pope’s Pond, shown on the Town of Milton Assessor’s Maps as Map C, Block 34A, Lot 4” to the Conservation Commission as part of a “land swap” pursuant to Article 31 of the same Warrant whereby properties owned by the Town and managed by the Conservation Commission would be used to build a school and where other properties owned by the Town would be designated as conservation land to replace the lost conservation acreage with new conservation land to be held and managed by the Conservation Commission. Further, as part of the same Article 31, our Town Meeting voted that “a portion of [the aforementioned forty-one (41) acres], not to exceed four (4) acres, shall be transferred to the care, custody, management, and control of the Parks and Recreation Department to be used for the creation of a playground.”*

*The current Article 8 seeks to transfer the same property (“41.4+ acres of land, shown on the Town of Milton Assessor’s Map as Map C Block 34A Lot 4) to the Conservation Commission. Because the transfer of the subject forty-one (41) acres has already been transferred to the Conservation Commission (with up to four (4) acres to be used as a park) by the vote of Town Meeting, the Warrant Committee recommends a “no” vote on the Article because the issue is moot.*



Town of Milton  
525 Canton Ave  
Milton, MA 02186

**Town Meeting will be held on  
Monday, December 4, 2023  
Beginning at 7:30 p.m.**

The Milton High School auditorium  
is reserved for additional Town Meeting  
sessions at 7:30 p.m. on December 11 and  
December 12

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# Consultant for Broadband Master Plan

Municipal Broadband Committee presentation to  
Select Board Finance Committee

9 November 2023

# Immediate goal

- Today's ask: fund consultant (EntryPoint) for \$40K to develop master plan for Milton

# Municipal Broadband Committee Vision

- Internet access as utility for residents and businesses
- Town-owned fiber-optic network as municipal infrastructure

FROM MAY 2021 TOWN MEETING

# Progress so far...

DONE ✓ • Early Feasibility study (I-Net)

✓ • MLP vote 1

✓ • MLP vote 2

✓ • Town-wide feasibility study

• Detailed network design

• Construction



*Note: This is an approximate prediction of likely steps*

# Currently happening

- I-Net detailed design
- Will lead to construction of I-Net
  - Funding previously allocated
- “Only” execution left, few direction / policy concerns

# New I-Net is inherently dual-purpose

- Primary purpose: replace current I-Net
  - “Drop-in replacement” (or nearly so) for current network
  - Small additions to reflect new fire station and similar changes
- Additional purpose: serve as backbone for network to homes
  - Construction economics allow vast surplus capacity at essentially zero cost
  - Town offices and buildings are well sited to cover much of the town
  - Gives the option (*not the requirement*) to build out network to homes

REVISED!

# Progress so far...

Done	I-Net	Done	Fiber to the Home (FTTH)
✓	Early feasibility study		
		✓	MLP vote 1
		✓	MLP vote 2
✓	Town-wide feasibility study		
	Detailed network design		
	Construction		Funding mechanism and pricing
			Selection of operator(s)
			Detailed network design
			Construction
			Customer hookups

*Note: This is an approximate prediction of likely steps*

# Next steps

- Develop master plan for Fiber to the Home (FTTH)
  - Similar to Quincy's master plan of 2020\*
  - Requires consultant
  - RFQ issued; two bids received, low bid of \$40K
- Today's ask: fund consultant (EntryPoint) for \$40K to develop master plan for Milton

*\* Presentation on Quincy master plan: <https://www.documentcloud.org/documents/23815312-quincy-ma-broadband-master-plan-summary-presentation-12-14-2020>*

*RFP for Quincy FTTH network: <https://govlaunch.com/projects/quincy-ma-is-requesting-proposals-for-the-development-of-a-city-owned-open-access-fiber-network>*

# The American Rescue Plan Act

- ARPA Funding Allowed Uses:
  - “make necessary water, sewer, and **broadband infrastructure investments**”
- Select Board Allocates ARPA Funds
- Municipal Broadband Committee has recommended this expenditure to Select Board

<https://home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf>, pp. 78-79

# Call to Action

- Support development of FTTH master plan
- Support allocation of \$40K unspent ARPA funds to low-bidding consultant

## OTHER POSTEMPLOYMENT BENEFITS LIABILITY

### **PURPOSE**

To ensure fiscal sustainability, this policy sets guidelines for a responsible plan to meet the Town's obligation to provide other postemployment benefits for eligible current and future retirees. It is designed to achieve generational equity among those called upon to fund this liability and thereby avoid transferring costs into the future.

### **BACKGROUND**

In addition to salaries, the Town compensates employees in a variety of other forms. Many earn benefits over their years of service that they will not receive until after retirement. A pension is one such earned benefit. Another is a set of retirement insurance plans for health, dental, and life. These are collectively referred to as other postemployment benefits, or OPEB. OPEB represents a significant liability for the Town that must be properly measured, reported, and planned for financially.

In Milton, retirees are eligible to receive health insurance and life insurance benefits; dental benefits are paid 100% by employees and retirees.

### **APPLICABILITY**

This policy encompasses OPEB-related budget decisions, accounting, financial reporting, and investment. It applies to the Town Administrator and Select Board in their budget decision-making duties, and it also applies to the OPEB-related job duties of the Treasurer/Collector, Finance Director, and Assistant Town Administrator/Human Resources Director.

### **POLICY**

The Town is committed to funding the long-term cost of the benefits promised its employees. To do so, the Town will accumulate resources for future benefit payments in a disciplined, methodical manner during the active service life of employees. The Town will also periodically assess strategies to mitigate its OPEB liability. This involves evaluating the structure of offered benefits and their cost drivers while at the same time avoiding benefit reductions that would place undue burdens on employees and retirees or risk making the Town an uncompetitive employer.

#### **A. Accounting for and Reporting the OPEB Liability**

The Finance Director will obtain actuarial analyses of the Town's OPEB liability every two years and will annually report the Town's OPEB obligation in financial statements that comply with the current guidelines of the Governmental Accounting Standards Board (GASB). The Town Administrator will ensure the Town's independent auditor reviews compliance with this policy's accounting, reporting, and investment provisions as part of its annual audits and will report on these to the Select Board.

As of June 30, 2022, the Town's OPEB Liability is \$165.5 million. The Town's Fiduciary Net Position is \$1.5 million, resulting in a funded ratio of 0.91% and a Net OPEB Liability of \$164 million.

#### **B. Trust Management and Investment**

The Town's OPEB Trust funds are invested in the Massachusetts Pension Reserve Investment Fund (PRIT) which is managed by Pension Reserves Investment Management Board (PRIM).

The State Retiree Benefit Trust Fund (SRBTF) is an investment vehicle established by Massachusetts law that enables government entities of the Commonwealth to invest funds set aside for OPEB. Governmental accounting regulations prevent commingling these assets with traditional retirement investment funds, but the SRBTF allows for these eligible state and municipal entities to invest funds through PRIM. PRIM invests over \$100 billion in assets and delivers professionalized investment services.

#### C. Mitigation

On an ongoing basis, the Town will assess healthcare cost containment measures and evaluate strategies to mitigate its OPEB liability. The Finance Director and Assistant Town Administrator/Human Resources Director will monitor proposed laws affecting OPEB and Medicare and analyze their impacts. The Assistant Town Administrator/Human Resources Director will regularly audit the group insurance and retiree rolls and terminate any participants found to be ineligible based on work hours, active Medicare status, or other factors.

#### D. OPEB Funding Strategies

There is currently no legal requirement to fund the Town's OPEB liability; however, the Town acknowledges the significance of this long-term liability. The Town also acknowledges the significant ongoing cost of providing benefits to retirees which totaled \$3.5 million in FY2022. Retiree benefits are paid from the Town's Group Insurance budget (\$14.1 million appropriation in FY2022). By contributing to the OPEB Trust and making progress towards full funding, the Town will create a dedicated source to fund these retiree health costs in future years, thereby reducing the burden on the operating budget to cover these costs annually on a pay-as-you-go basis.

The Town commits to the following to achieve its goal of fully funding the OPEB liability:

- Beginning in FY2025, the Town shall have a goal of appropriating a minimum of \$2.5 million, increasing by 2.5% per year, to the OPEB Trust.
- This appropriation will be reduced by any amortization – positive or negative – included in the funding schedule of the Milton Retirement System
  - If the Milton Retirement System has a positive amortization (for example, due to an underfunded status) the OPEB appropriation will be reduced by that same amount, not below \$0.
  - If the Milton Retirement System has a negative amortization (for example, due to an overfunded status), the OPEB appropriation will be increased by that same amount.
  - This includes any pension contribution adjustment – positive or negative – made in addition to the normal cost, whether or not it is labeled as an amortization.
  - This is intended to have the effect of stability between the Pension and OPEB contributions in total.

The Town recommends the Milton Retirement Board adopt a policy of amortizing any over or underfunded amounts over five years to stabilize the contributions and maximize the funded status of both plans. The Town recognizes this decision is solely the decision of the Retirement Board.

The Milton Retirement System will be fully-funded in Fiscal Year 2024, per the January 1, 2023 actuarial valuation. By adopting this policy, the Town commits to funding its long-term OPEB liability and ensuring budgetary flexibility to return the Milton Retirement System to full-funding, if necessary.

The Select Board shall review the OPEB Policy at least every five years. In addition, the Town shall evaluate if/when the Town should contribute the annual costs for the retiree health insurance benefits into the OPEB Trust in order to pay those same benefits from the Trust. The Town shall also review if/when the funding policy should be revised to be based on the actuarial recommendation for appropriate funding, modified by the pension amortization as described above.

**REFERENCES**

[M.G.L. c. 32B, § 20](#)  
[M.G.L. c. 44, § 55](#)

[M.G.L. c. 32B, § 20A](#)  
[M.G.L. c. 203C](#)

[M.G.L. c. 44, § 54](#)

[Town of Milton Other Posted Employment Benefits Plan GASB 74 and GASB 75 Actuarial Valuation for the Reporting Date: June 30, 2022](#)

Milton Actuarial Valuation, January 1, 2023

GASB Statements 75: [Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions](#) and 74: [Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans](#)

Government Finance Officers Association Best Practices: [Ensuring Other Postemployment Benefits \(OPEB\) Sustainability](#) and [Sustainable Funding Practices for Defined Benefit Pensions and Other Postemployment Benefits \(OPEB\)](#)

**EFFECTIVE DATE**

This policy was adopted on January 18, 2023, by a vote of the Select Board, and revised on November 14, 2023.

## **Select Board Milton Landing Committee**

### **Charge**

To advise the Select Board on the implementation of the Metropolitan Area Planning Council (MAPC) Waterfront Recreational Access Study at Milton Landing final summary report (2018), to advise the Select Board on and collaborate with the Planning Board on implementation of the Milton Village Mixed-use Planned Unit Development Overlay Zoning (2020); to identify and review opportunities for the augmentation of and expansion of active and passive open space connections to Milton Landing and the Neponset River waterfront area; to identify and review opportunities to enhance water access and quality of water for water-dependent uses and the activation of the blue economy.

Town of Milton  
Designer Selection Procedures

Adopted by the Select Board: \_\_\_\_\_

These procedures govern the selection of designers for any Town of Milton (the "Town") building project subject to the state designer selection law, M.G.L. c. 7C, §§ 44-58. Any other local law governing the procurement of services will be inapplicable to these procurements.

The Select Board may delegate any duties described herein to the extent such delegation is permissible by law.

The Select Board shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:

- has a direct or indirect financial interest in the award of the design contract to any applicant.
- is currently employed by, or is a consultant to or under contract to, any applicant.
- is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
- has an ownership interest in, or is an officer or director of, any applicant.

A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in the *Milton Times* (or a newspaper of general circulation in the Town), in the Central Register published by the Secretary of the Commonwealth, and in any other place required by the Select Board, at least two weeks before the deadline for filing applications, in accordance with Massachusetts General Laws.

The advertisement shall contain the following information:

- a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost.
- If there is a program for the building project, a statement of when and where the program will be available for inspection by applicants.
- when and where a pre-bid meeting (if any) will be held.
- the qualifications required of applicants.
- the categories of designers' consultants, if any, for which applicants must list names of consultants they may use.
- whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement.
- when and where the RFQ can be obtained, and the applications must be delivered.

The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website at Procedures for Municipalities and Public Agencies not within DSB Jurisdiction. The Application Form may be amended to include additional information on a project-specific basis.

The Committee shall evaluate applicants based on the following criteria:

- prior similar experience.
- past performance on public and private projects.
- financial stability.
- identity and qualifications of the consultants who will work with the applicants on the project; and
- any other criteria that the Committee considers relevant to the project.

The Committee shall shortlist at least three applicants following a thorough review of submissions. With Select Board approval, the Committee may designate a subcommittee to develop the shortlist.

The Committee shall then conduct interviews with the shortlisted applicants and conduct reference checks for each of the finalists.

At the conclusion of the interviews, the Committee shall rank the finalists in order of qualification, considering the submissions, interviews, and reference checks. After reviewing the rankings, the Committee shall make a final recommendation to the Select Board of a designer for which a contract shall be awarded. The recommendation shall be presented to the Select Board in the form of a ranking with the recommended designer being the top ranked designer. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist.

The Committee shall include with their rankings a written explanation of the reasons for selection, including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

If the fee was set prior to the selection process, the Select Board shall award the contract to the Committee's recommended finalist if they so choose but must do so at the pre-established fee. If the Select Board wishes to select a designer other than the one recommended by the Committee, the Select Board shall file a written justification for the selection with the Committee and maintain a copy in the contract file.

If the fee is to be negotiated, following approval of the rankings by the Select Board, the Committee shall request a fee proposal from the top-ranked designer and begin contract negotiations. If the Committee is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Committee prior to selection of finalists.

Upon successful negotiation of a fee with the recommended designer, the Committee shall forward the fee to the Select Board for final approval and contract execution.

The Select Board may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Select Board may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, provided the Select Board otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).

Every contract for design services shall include the following:

- certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services.
- certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager.
- certification that no person, corporation, or other entity, other than a bona-fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
- certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

The Select Board shall not enter into a contract for design services unless the Select Board or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Select Board may require, for the applicable period of limitations. A designer required by the Select Board to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Select Board prior to the award of the contract.

Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

In the event of an emergency that precludes the normal use of these designer selection procedures, the Select Board may elect to authorize expedited procedures to address the emergency. The Select Board shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Select Board may select three finalists from any standing list of designers who have applied for projects of a similar nature or may otherwise select three designers to be considered as finalists for the project. The Select Board shall rank the finalists in order of qualification and select the designer for the emergency work.

The Select Board shall publish the name of any designer awarded a contract in the Central Register.

The following records shall be kept by the Select Board:

- all information supplied by or obtained about each applicant.
- all actions taken relating to the project; and
- any other records related to designer selection.

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

The Select Board and/or their designee shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(h), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(h).

Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.

For any municipal design or construction project that includes funding provided by the Commonwealth, in whole or in part (such as reimbursements, grants and the like), cities and towns must incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the Select Board shall take steps to assure that it complies with all Supplier Diversity Office requirements.



# Town of Milton

TEL 617-898-4843

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Milton Chamber/Joseph Parlavecchio

Applicant's Address: 555 Adams St, Milton MA

Applicant's Contact Information: 617-797-2902 / joeparl@yahoo.com  
Telephone # \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Organization Name: Milton Chamber of Commerce

Name of Event: Holiday Stroll

Description of Event: Community-building event with entertainment & treats

The Applicant is:  Non-profit Organization      or       For Profit Organization

Date of Event: 12/2/2023

Hours of Event: 3-6pm

Location of Event: Manning Park

Number of Participants: 250+

License For:  All Alcoholic Beverages - Issued only to a non-profit organization  
 Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
Chief of Police

**SIGNATURE:** \_\_\_\_\_  
Town Administrator on behalf of Select Board

**APPLICANT'S SIGNATURE:** \_\_\_\_\_ 

**Date:** 11/3/2023

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.

**POLICY, PERMIT APPLICATION AND RELEASE FOR USE OF  
MANNING PARK**

**Applicant's Name:** Milton Chamber/Joseph Parlavecchio

**Applicant's Address:** 555 Adams St, Milton MA

**Applicant's Phone:** 617-797-2902

**Description of proposed use:** Holiday Stroll that incl Santa & Mrs Claus, carolers, DJ, and businesses set up in square & park with tables giving out holiday treats; food court with baked goods & pop-up bar

**(Please provide as much detail as possible.)**

**Proposed Event Date:** 12/2/2023

**Proposed Event Start Time:** 3pm

**Proposed Event End Time:** 6pm

**Number of Guests and/or Attendees:** 250+

**The Applicant certifies that he/she has read the foregoing policy and agrees to comply therewith, that all of the information provided in this application is true and correct, and that the applicant shall abide by any conditions of this permit.**

**Signature of Applicant:** 

**Date:** 11/3/23

**Printed Name:** Milton Chamber/Joseph Parlavecchio

**Printed Title:** President

-----For Completion by the Select Board/Town Administrator-----  
**Approved by:**

**Select Board / Town Administrator**

**Date**

**Conditions of Approval:** \_\_\_\_\_

**Use Charge(s):** \_\_\_\_\_

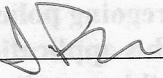
**POLICY, PERMIT APPLICATION AND RELEASE FOR USE OF  
MANNING PARK**

**RELEASE AND INDEMNITY AGREEMENT**

I, Milton Chamber/Joseph Parlavecchio, of 555 Adams St, Milton MA,  
(Applicant Name) (Applicant Address)

in consideration of the grant of permission to use Manning Park located on the East Milton Deck  
for the purpose of Holiday Stroll on the date of 12/2/2023,

(Description of event) (Date) forever  
release, indemnify and hold harmless the Town of Milton, Massachusetts, and all of its officers, employees, boards, commissions and committees, including without limitation the Milton Select Board and the Town Administrator (the "Indemnities") from all claims, causes of action, costs, damage and liability of any kind, including without limitation death, personal injury, property damage and attorney's fees, including without limitation those related to COVID-19, which the Applicant now has or may have or hereafter may have against any of the Indemnities resulting from the Applicant's and or the Applicant's invitees' use of the Town Green and/or the Baron Hugo Gazebo. This provision is limited to claims for ordinary negligence, and shall not apply to claims for gross negligence or reckless or intentional conduct.

Signature of Applicant: 

Date: 11/31/23

Printed Name: Milton Chamber/Joseph Parlavecchio

Printed Title: President



# Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name:

Joan Clifford

Applicant's Address:

334 Edge Hill Road

Applicant's Contact Information:

7813085210

Telephone #

joan@miltonartcenter.org

E-Mail Address

Organization Name:

Milton Art Center

Name of Event:

Homecoming Comedy Event

Description of Event:

5 Milton comedians comedy show

The Applicant is:

Non-profit Organization      or       For Profit Organization

Date of Event:

11/25/23

Hours of Event:

6-10:30pm

Location of Event:

334 Edge Hill Road

Number of Participants:

120

License For:

All Alcoholic Beverages - Issued only to a non-profit organization

Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned:

**SIGNATURE:** \_\_\_\_\_

Chief of Police

**SIGNATURE:** \_\_\_\_\_

Town Administrator on behalf of Select Board

**APPLICANT'S SIGNATURE:** Joan Clifford

**Date:** 11/3/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



TOWN ADMINISTRATOR  
NICHOLAS MILANO  
TEL 617-898-4845

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MILTON  
OFFICE OF THE SELECT BOARD  
525 CANTON AVENUE, MILTON, MA 02186**

TEL 617-898-4843  
FAX 617-698-6741

**SELECT BOARD**

**MICHAEL F. ZULLAS,  
CHAIR**

**ERIN G. BRADLEY,  
VICE CHAIR**

**ROXANNE MUSTO,  
SECRETARY**

**RICHARD G. WELLS, JR.,  
MEMBER**

**BENJAMIN ZOLL  
MEMBER**

November 14, 2023

John E. Driscoll Landscaping  
399 Reedsdale Road  
Milton, MA 02186

Dear Mr. Driscoll:

We would like to extend our sincere appreciation to you and your team for caring for the grounds at Milton Town Hall. The Town Hall grounds always look very beautiful and well-maintained, as do the Milton Public Library and the Council on Aging.

Your organization's time and talents are evident year-round in the many areas of Milton that you help enhance with seasonal décor. We are grateful for your support and the consistent spirit of generosity you demonstrate to the Town of Milton.

Sincerely,

---

Michael F. Zullas, Chair

---

Erin G. Bradley, Vice Chair

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Roxanne Musto, Secretary

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Richard G. Wells, Jr., Member

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Benjamin Zoll, Member

**DRAFT****Select Board Meeting Minutes****Meeting Date: 9/26/2023**

**Members in Attendance:** Michael Zullas, Chair; Erin G. Bradley, Vice Chair, Roxanne Musto, Secretary; Richard G. Wells, Member (REMOTE); Benjamin Zoll, Member; Nicholas Milano, Town Administrator and Lynne DeNapoli, Executive Administrative Assistant to the Select Board (REMOTE)

**Meeting Location:** Council on Aging - Hybrid

**Time Meeting called to Order: 7:04PM**

**Time Meeting Adjourned: 9:19PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**

Chair Zullas called the meeting of the Select Board to order at 7:07PM and led the Pledge of Allegiance.

- 3. Public Comment**

**Kathleen Crogan-Camara – 52 West St. Randolph, MA**

Ms. Crogan-Camara, a Registered Nurse offered her support in favor of MassDOT's design project for a roundabout at the intersection of Randolph Ave and Chickatawbut Road. The roundabout would provide the biggest safety benefit, which is the driving force of the project. Ms. Crogan Camara noted that it is a forward-thinking comprehensive and extremely well thought out plan and encouraged Milton to support the project.

**Jesse Gordon - 52 West St. Randolph, MA**

Mr. Gordon, a Town Council Member in Randolph, wanted to correct misinformation that was shared during the Select Board Meeting on Sept. 5<sup>th</sup>. Mr. Gordon is not in support of S. 2301, An Act establishing speed limits on portions of state highway route 28 and Chickatwabut Road in the Town of Milton sponsored by Senator Timilty. Mr. Gordon feels that changing the speed limit will create a speed trap and motorists from Randolph and Dorchester will become targets for the Police Department and referenced data from the 2020 Uniform Citation Data Analysis Report.

**Robert Rosofsky – 29 Waldo Road**

Mr. Rosofsky shared his support in favor of the MBTA Communities Act. He did raise concerns regarding the position that Milton Neighbors for Responsible Zoning [www.mnrz.org](http://www.mnrz.org) is taking on this initiative. He is hopeful that Milton residents and Town Meeting Members will not take stock of comments made by individuals who do not want to identify themselves.

Ms. Julie Creamer-58 Frothingham St.

Ms. Creamer, Chair of the Affordable Housing Trust shared an update on affordable housing opportunities in Milton. The Hendries at Central Station, located at 131 Eliot Street, has four affordable housing units available for homeownership. There will be an online information session on **Wednesday, October 25th, 2023 @ 12:00 PM on Zoom**. Applications are due on **Friday, November 24th, 2023**. For more information, please visit: [www.HendriesLottery.com](http://www.HendriesLottery.com).

# of Units	# of Bedrooms	Price	Estimated Monthly Condo Fee	Maximum Income Limit (% AMI)
3	1-Bedroom	\$215,000	\$338	80%
1	2-Bedroom	\$232,000	\$375	80%

Chair Zullas requested that the Select Board address #16 Public Comment Response now. The Members agreed.

#### **16. Public Comment Response**

Chair Zullas noted that the request to change the speed limit on Randolph Ave to 25MPH was the result of a Town Meeting Vote. It is not intended to create a speed trap for residents in neighboring communities, but to make the roadway safer.

Ms. Musto spoke on behalf of Milton's residents who live in the neighborhoods that surround the Randolph Ave and Chickatawbut Road intersection and are not in favor of MassDOT's design proposal. These residents would prefer designated left turn lanes and improved left turn traffic signalization.

Ms. Bradley reminded Milton residents that while the Select Board is doing everything they can to address their concerns, the roadway/intersection falls under the jurisdiction of the Commonwealth. We must keep our perspective and not have unrealistic expectations.

Mr. Wells appreciated everyone's concerns. He noted that the objective is to create the safest and most effective roadway for Milton's residents and commuters from neighboring towns. Mr. Wells explained that the Commonwealth must adhere to certain requirements (data/research) for project funding. In this case, the data of the analysis has shown that the safest alternative to correct an intersection is a roundabout.

#### **4. Discussion/Approval – Demolition of the Second and Third Floor of the Fire Headquarters Building and Funding Source**

Mr. Milano, Town Administrator, provided an update on the Fire Station Building Project. The Board must decide whether to approve the change order request to demo the second and third floors of the existing fire headquarters station building while the contractors are on site. By doing

so, this will help minimize costs. The money will be allocated from the contingency funds of the Fire Station Building Committee's budget.

Chair Zullas moved to approve a change request for additional demolition and new MEP systems at the second and the third floor of the former fire headquarters building in the amount of \$269,139.09. The motion was seconded by Ms. Musto. The Board voted by roll call (4-0) to approve the change order.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: ABSTAIN**

**ZULLAS: YES**

## **5. Discussion/Approval – Purchase/Installation of Hometown Hero Banners**

Mr. Kevin Cook, Director of Veterans' Services joined the Board Members to share an update on the status of the Hometown Hero Banner project.

Hometown Heroes Banners will feature pictures and information on Veterans who served our nation. We will be accepting requests from Veterans families who would like to feature their Veteran on one of the banners. The Town will be installing these in East Milton Square and other locations. To start, there will be 75 banners. The cost of the hardware (brackets) recommended by the DPW is \$12,000 for 75 poles.

Milton will debut its first banner during the Veterans Day Ceremony on Nov 11<sup>th</sup> 2023 and feature a local Marine who served in Afghanistan, GYSGT Vincent P. Rafferty.

Ms. Musto moved to authorize the Purchase/Installation of Hometown Hero Banners. Chair Zullas offered a friendly amendment: we authorize and support the purchase of the Hometown Hero Banners including the brackets. The motion was seconded by Mr. Wells. Ms. Musto accepted the friendly amendment. The Board voted by roll call (4-0) to approve.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**

**ZULLAS: YES**

Mr. Cook also noted that plans are in the works for the 2023 Veterans' Day Remembrance Ceremony scheduled for Saturday, November 11<sup>th</sup> at 11AM.

## **6. Discussion/Approval – Letter to the City of Boston in support of the Blue Hill Avenue Transportation Action Plan**

Mr. Czerwienski, Director of Planning and Community Development provided the Members with an overview of the Transportation Action Plan for Blue Hill Ave and answered questions from the Board.

The Blue Hill Avenue Transportation Action plan seeks to create center-running bus lanes from Mattapan Square to Grove Hall (similar to the center-running lanes that have been implemented on Columbus Ave in Roxbury and Jamaica Plain). The Blue Hill Avenue bus routes have among the highest ridership in the MBTA system, and these lanes will make operations safer and more efficient by getting buses out of general traffic.

The plan also includes parking-protected bike lanes, sidewalk improvements, ADA accessibility improvements, and more street trees. Particular attention has been paid to Mattapan Square, with improved pedestrian crossings at the bridge and an improved traffic pattern.

The Board agreed to defer this matter until the next meeting.

## **7. Discussion/Approval - Special Town Meeting, Monday, December 4, 2023**

### **a. Index and Greeting Pages**

The Board deferred approval to a future meeting.

### **b. Special Town Meeting Warrant Articles:**

#### **i. Zoning Bylaw Amendment for compliance with M.G.L. c. 40A, Section 3A Multi-family zoning as-of-right in MBTA communities**

Mr. Czerwienski, Director of Planning and Community Development provided the Members with an update on the proposed zoning amendment. Ms. Bradley moved to approve the Zoning Bylaw Amendment for compliance with M.G.L. c. 40A, Section 3A Multi-family zoning as-of-right in MBTA communities in the Special Town Meeting Warrant. The motion was seconded by Chair Zillas. The Board voted by roll call (3-0-1) to include the Warrant Article.

Prior to the vote, Ms. Musto stated that she would abstain. Ms. Musto would prefer that the Planning Board offer their recommendation before taking action.

**BRADLEY: YES**

**MUSTO: ABSTAIN**

**WELLS: YES**

**ZULLAS: YES**

#### **ii. Transfer of Land to the Conservation Commission**

At their meeting on Sept. 12<sup>th</sup>, the Select Board voted favorably to include this article in the Special Town Meeting Warrant.

### **iii. Amend FY2024 Budget**

Mr. Milano informed the Members that a warrant article has been prepared to increase the amount of money going into the FY 2024 Reserve Fund from investment income. The money (\$400,000) will be used for unexpected expenses. The Select Board Finance Committee has approved the recommendation.

Mr. Wells moved to include an article to Amend the FY2024 Budget in the Special Town Meeting Warrant. The motion was seconded by Ms. Musto. The Board voted by roll call (4-0) to include the Warrant Article.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**

**ZULLAS: YES**

### **iv. Bylaw to Require Recording and Posting of Meetings of Elected Public Bodies**

Following a discussion to identify the social media sites that the Town could use to store and retrieve the recordings, Ms. Bradley moved to include an Article establishing a Bylaw to Require Recording and Posting of Meetings of Elected Public Bodies in the Special Town Meeting Warrant. The motion was seconded by Ms. Musto. The Board voted by roll call (4-0) to include the Warrant Article.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**

**ZULLAS: YES**

### **v. Zoning Bylaw Amendment for Requiring Mixed Use in the Milton Village Subdistrict**

Mr. Milano, the Town Administrator provided the Select Board with an overview of the proposed Zoning Amendment. Under the revisions provided by the Executive Office of Housing and Livable Communities, MBTA Communities may now allow mixed-use and non-residential developments, which was not allowed under the previous guidelines and was a concern raised by a number of communities. Mr. Czerwienski, Director of Planning and Community Development and the Planning Board would like to incorporate mixed-use developments into their model/proposal.

Chair Zullas moved to include a Zoning Bylaw Amendment for Requiring Mixed Use in the Milton Village Subdistrict. The motion was seconded by Ms. Bradley. The Board voted (4-0) to include the amendment/article in the Warrant.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**

**ZULLAS: YES**

#### **vi. Local Historic District Bylaw (Milton Village)**

Chair Zullas informed the Members that the Planning Board will move forward and address the Local Historic District Bylaw (Milton Village). Mr. Milano, the Town Administrator, noted that the proposal drafted by the Local Historic District Study Committee followed the model bylaw. Once approved, he will forward it to Town Counsel for review.

Ms. Bradley noted that she would abstain from the vote. She has some concerns and would like additional information before moving forward.

Mr. Wells moved to include the Article for the Local Historic District Bylaw in the Warrant for the Special Town Meeting. The motion was seconded by Ms. Musto. The Board voted by roll call (4-0) to include the Warrant Article.

**BRADLEY: ABSTAIN**

**MUSTO: YES**

**WELLS: YES**

**ZULLAS: YES**

#### **vii. Other Potential Articles**

Mr. Milano, the Town Administrator, noted that a Citizens' Petition has been filed and certified by the Town Clerk. There are a total of 148 signatures included in the petition. The petition requests the Transfer of what is Pope's Pond from the Select Board to the care and control the Conservation Commission. The transfer of 41 acres of land was approved at the May 2023 Town Meeting as part of Article 31.

The one difference: the transfer that was approved at Town Meeting designated four acres of land to the Park Commissioners or Parks and Recreation for a playground.

The petition has been sent to Town Counsel for review.

Mr. Milano, Town Administrator and Chair Zullas, (a Member of the School Building Committee) provided an update from the School Building Committee. The Committee may present a warrant article to the Select Board for inclusion in the Warrant for the Special Town Meeting. The article will request additional funding for the school design project. The Article

will act as an insurance policy if the School Building Authority does not approve Milton's application for funding. The School Building Authority is scheduled to make their decision in mid-December.

**c. Close the Warrant**

Ms. Bradley moved to close the Special Town Meeting Warrant for Monday, December 4, 2023. The motion was seconded by Ms. Musto. The Board voted by roll call (4-0) to close the Warrant.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZULLAS: YES**

**8. Discussion/Approval – Grant Agreement with the Copeland Foundation for the Milton Animal Shelter**

This matter has been deferred.

**9. Discussion Approval – Recommendation of the Airplane Noise Advisory Committee**  
**a. Comment Letter to the Federal Aviation Administration, (FAA) regarding Review of the Civil Aviation Noise Policy**

Ms. Kathleen Conlon, Chair of the Airplane Noise Advisory Committee joined the Board to provide a progress report on the Committee's work and outline the comment letter.

Mr. Wells, subject to the final recommendation of the Chair, moved to approve the comment letter to the Department of Transportation in response to the Federal Aviation Administration's, (FAA) request for comments on the Review of the Civil Aviation Noise Policy. The motion was seconded by Ms. Bradley.

Chair Zullas offered a friendly amendment: change the signature line to read: Michael Zullas, Chair on behalf of the Select Board. The friendly amendment was accepted by Mr. Wells and Ms. Bradley. The Board voted by roll call (4-0) to approve the amended comment letter.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZULLAS: YES**

**10. Discussion/Update – Select Board Finance Committee Report**

Ms. Bradley, Chair of the SB Finance Committee provided her colleagues with the Finance Report.

Ms. Bradley thanked Mr. Milano, the Town Administrator, and Ms. Dexter, Milton's Finance Director, for compiling a projected five-year plan. Financial challenges lie ahead. Milton will need to decide how best to address them – scheduled overrides, service reductions, improved revenue sources. At this time, Milton's base is 96% residential.

The Committee will be exploring a new state grant opportunity for economic development.

The Committee is also re-visiting its pension and retiree medical funding policies now that the retirement system is fully funded.

## **11. Discussion/Approval – Committee Appointments and Reappointments**

### **a. Capital Improvement Planning Committee Reappointments**

Ms. Musto moved to reappoint the following individuals to the Capital Improvement Planning Committee for a term to expire on June 30, 2024: Lori Connelly, John Folcarelli and Michael Hale. The motion was seconded by Ms. Bradley. The Board voted by roll call (3-0-1) to approve the Committee reappointments.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: ABSTAIN**

**ZULLAS: YES**

### **b. Historical Commission Reappointments**

Ms. Musto moved to reappoint the following individuals to the Historical Commission for a term to expire on June 30, 2024: Stephen O'Donnell, Ellen Anselone, Meredith Hall, Frederick McFadden, William Mullen and Linda Weld. The motion was seconded by Mr. Wells. The Board voted by roll call (4-0) to approve the Committee reappointments.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**

**ZULLAS: YES**

### **c. Master Plan Implementation Committee Reappointments**

Ms. Musto moved to reappoint Elaine Benson and Regina Campbell-Malone to the Master Plan Implementation Committee for a term to expire on June 30, 2024. The motion was seconded by Mr. Wells. The Board voted by roll call (4-0) to approve the Committee reappointments.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**  
**ZULLAS: YES**

**d. Airplane Noise Advisory Committee Appointment**

Mr. Wells moved to appoint David Godine to the Airplane Noise Advisory Committee for a term to expire on June 30, 2024. The motion was seconded by Ms. Bradley. The Board voted by roll call (4-0) to approve the Committee reappointments.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZULLAS: YES**

**12. Discussion/Approval – One Day Liquor Licenses:**

(a)

Ms. Musto moved to approve the one day liquor license for Mass Audubon at the Blue Hills Trailside Museum located at 1904 Canton Ave. for Flocktoberfest on Saturday, October 21, 2023 from 4PM-7PM. The motion was seconded by Ms. Bradley. The Board voted by roll call (4-0) to approve the one-day liquor license.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZULLAS: YES**

(b)

Ms. Musto moved to approve the one-day liquor license for John Morton of the Catholic Parishes of the Blue Hills (Saint Pius X Church), located at 101 Wolcott Road for the Designer Purse Bingo on Saturday, October 21, 2023 from 6PM-9PM. The motion was seconded by Mr. Wells. The Board voted by roll call (4-0) to approve the one-day liquor license.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZULLAS: YES**

(c)

Ms. Musto moved to approve the one-day liquor license for the Milton Art Center located at 334 Edge Hill Road for the Teaching Artists Art Exhibit on Friday, October 6, 2023 from 6PM-10PM. The motion was seconded by Mr. Wells. The Board voted by roll call (4-0) to approve the one-day liquor license.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZULLAS: YES**

### **13. Discussion/Approval – Meeting Minutes – August 22, 2023**

Ms. Musto requested that the following statement be included on agenda item #6:  
Discussion/Update/Approval – Multi-Family Zoning Requirements for MBTA Communities

“Ms. Musto expressed concern that the process should have started with the Planning Board.”

Chair Zullas requested that the following line be removed from agenda item #6 c:  
Discussion/Approval – Request to the Executive Office of Housing and Livable Communities for an Advisory Opinion on Chapter 40A Eligible Locations.

Referencing changes that were made to the M.G.L regarding zoning for multi-family housing.

“The law no longer requires a 2/3 majority at a Town Meeting or a Town Council vote, it is a simple majority vote.”

Ms. Bradley moved to approve the meeting minutes as amended for August 22, 2023. The motion was seconded by Ms. Musto. The Board voted to approve the amended meeting minutes.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZULLAS: YES**

### **14. Town Administrator’s Report**

Mr. Milano provided an update on the goings-on from Town Hall.

The Fit for Life Walk is scheduled for Saturday, Sept. 30<sup>th</sup>. It’s a 3 mile or a 1 mile walk, and registration is \$20. There are raffle baskets available for bidding now and the winners will be drawn on Saturday. You do not have to be present to win. Stop by the COA this week to enter to win some great prize.

Thank you to the Team in Parks and Recreation for re-launching the Wildcat Den earlier today. Maureen Hansen is now the Teen Coordinator. Sponsorships for pizza, water and snacks would be greatly appreciated. Please contact Parks and Recreation for more details.

The Affordable Housing Lottery for Hendries at 131 Eliot Street is now open.

The application deadline is November 24, 2023.

There are three one-bedroom units available and one two bedroom unit available. For more information visit [www.HendriesLottery.com](http://www.HendriesLottery.com) or [www.milton.org](http://www.milton.org).

Street repaving is nearing completion: Reedsdale Road, Randolph Ave, Adams St. Hanson Street, Dean Road, Canton Ave. and Granite Ave are in the process of being paved. Town Engineers are working on the redesign of Clapp St. and Walnut St. for a project that will be done next year.

The Council on Aging Parking Lot is scheduled to be paved on October 2<sup>nd</sup> and will be out of commission for the week.

Ms. Eppolito, the Assistant Town Administrator and Director of Human Resources recently hosted the Regional Human Resources Team for a meeting and Mr. Milano attended the MA Municipal Manager's Meeting. The focus of the Manager's Meeting was Public Safety.

The Milton Police Departments is recruiting new Cadets. For more information, please visit the Town's website for more details. [www.townofmilton.org](http://www.townofmilton.org)

Milton Town Employees completed another component of Diversity, Equity and Inclusion training.

Mr. Milano and Mr. Berkeley had a conference call with the MBTA to discuss the temporary shutdown of the Mattapan and Red Line scheduled for October 14 to October 29. The Town of Milton has encouraged the MBTA to publicize this temporary shutdown and alternative options for commuters.

Some notes:

- Shuttle buses will be in operation to provide service... no required transfer at Ashmont to a different shuttle bus to get to JFK
- Work will take place 24 hours/day for the 16 days over 2 shifts. Multiple crews will be working simultaneously in multiple locations
- Work will include improvements to pedestrian crossings at Milton Station and Valley Road
- Work will include a reconstruction of the grade crossing at Capen Street
- No anticipated impact to the Neponset Trail other than at Butler where trucks may need to cross the trail to access the rails

## **15. Chair's Report**

Chair Zullas provided the following updates/reminders:

Milton Glows Gold – Friday, September 29<sup>th</sup> for the Jumping Jack Challenge sponsored by the Michael McHugh Memorial Foundation to help raise money to support childhood cancer.

The Town of Milton Employee Appreciation Luncheon will be held on Wednesday, October 11<sup>th</sup> from 11:30AM-1:30PM at the COA. The luncheon is being sponsored by the Milton Select Board.

## **16. Public Comment Response**

Public Comment was addressed earlier in the evening.

## **17. Future Meeting Dates:**

The Select Board is scheduled to meet on Tuesday, October 10, 2023 and Tuesday, October 24, 2023. Ms. Bradley noted that she will not be present for the next meeting on the 10<sup>th</sup> but would be available on the 12<sup>th</sup> if the Board wanted to alter the schedule.

## **18. Future Agenda Items**

Ms. Bradley requested that the following topics be included for discussion on future Select Board agenda:

Milton Landing Expenditures  
Sub Committee Reports  
Lower Gile Turf Field Project Update

## **19. Adjourn**

At 9:19PM, Ms. Musto moved to adjourn. The motion was seconded by Ms. Bradley. The Board voted by roll call (4-0) to adjourn.

**BRADLEY: YES**  
**MUSTO: YES**  
**WELLS: YES**  
**ZULLAS: YES**

Respectfully submitted by Lynn DeNapoli, Executive Administrative Assistant to the Select Board

### Documents:

G&R Construction – Change Request for the Additional Demolition and new MEP Systems at 2<sup>nd</sup> /3<sup>rd</sup> floors of former HQ Building  
Vertex - Project Budget Status Report -Milton Fire HQ Headquarters  
Draft Letter to Mayor Michelle Wu – Blue Hill Avenue Transportation Action Plan  
Special Town Meeting Warrant – Monday, December 4, 2023  
Draft Greeting Page and Index  
Draft Articles:

Zoning Bylaw Amendment for compliance with M.G.L. c. 40A, Section 3A Multi-family zoning as-of-right in MBTA communities

Transfer of Land to the Conservation Commission

Amend FY2024 Budget

Bylaw to Require Recording and Posting of Meetings of Elected Public Bodies

Zoning Bylaw Amendment for Requiring Mixed Use in the Milton Village Subdistrict

Local Historic District Bylaw (Milton Village)

Citizens Petition - Transfer of Pope's Pond to the Conservation Commission

Draft Letter to the U.S. Department of Transportation for the Federal Aviation Administration's (FAA) request for comments regarding the Civil Aviation Noise Policy – Docket No. FAA 2023-0855

Volunteer Applications for the Airplane Noise Advisory Committee:

Cindy Christiansen

Davind Godine

Catherine Sheedy McGonagle

One-Day Liquor License Applications

Mass Audubon at the Blue Hills Trailside Museum located at 1904 Canton Ave. for Flocktoberfest on Saturday, October 21, 2023 from 4PM-7PM.

John Morton of the Catholic Parishes of the Blue Hills (Saint Pius X Church), located at 101 Wolcott Road for the Designer Purse Bingo on Saturday, October 21, 2023 from 6PM-9PM.

Milton Art Center located at 334 Edge Hill Road for the Teaching Artists Art Exhibit on Friday, October 6, 2023 from 6PM-10PM.

Meeting Minutes- August 22, 2023

**DRAFT****Select Board Meeting Minutes**

**Meeting Date:** 9/19/2023

**Members in Attendance:** Michael Zullas, Chair; Erin G. Bradley, Vice Chair, Roxanne Musto, Secretary; Richard G. Wells, Member (REMOTE); Benjamin Zoll, Member; Nicholas Milano, Town Administrator and Lynne DeNapoli, Executive Administrative Assistant to the Select Board (REMOTE)

**Meeting Location:** Council on Aging - Hybrid

**Time Meeting called to Order:** 8:55PM

**Time Meeting Adjourned:** 10:59PM

**1. Call to Order**

Chair Zullas called the meeting of the Select Board to order at 8:55PM

**2. Public Comment**Mark Christo - 19 Waldo Road

Mr. Christo shared his concerns regarding Milton's classification as a Rapid Transit Community. He referenced the failed rapid transit conversion of the Mattapan Line in the 1960's. Mr. Christo feels that the inaccurate designation will impact Milton's efforts to comply with the MBTA Communities Act. He encouraged the Town of Milton to continue its campaign for re-classification.

Maggie Wilson -21 Woodlot Drive

Ms. Wilson shared her concerns regarding the funding allocated for the proposed Animal Shelter project located on the Dump Access Road and a possible shortfall. Ms. Wilson encouraged the Select Board to revisit the \$2.5 million offer from the anonymous donor and build the new shelter on Governor Stoughton property, where it is currently located.

**3. Discussion/Update/Approval – Proposal from and Contract with Axis Construction for the Animal Shelter project located on the Dump Access Road**

Chair Zullas provided the Members with a review of the timeline/history of the Animal Shelter project.

Therse Desmond, Co-Chair of the Animal Shelter Advisory Committee and President of the Milton Animal League, Attorney Marion McEttrick, Counsel for the Milton Animal League and Victoria Shea, a Member of the Animal Shelter Advisory Committee and Treasurer of the Milton Animal League joined the Board Members to provide a progress report and request that the Select Board approve the Animal Shelter Advisory Committee's recommendation to move forward with the Request for Proposal from Axis Construction Corporation.

Mr. Paul Kalous from Hill International joined the discussion. Hill International is the Owner's Project Manager for this project. Mr. Kalous shared the proposed modular renderings from Axis Construction Corporation as well as the total project costs and construction schedule.

Following his presentation, Mr. Kalous responded to questions and concerns raised by the Select Board Members. Ms. Desmond and Attorney McEttrick provided additional support when needed.

Following further discussion, Mr. Zoll moved to approve the notice of award to Axis Construction Corp. for the Animal Shelter project located on the Dump Access Road. The motion seconded by Ms. Bradley. The Board voted by roll call (3-2) to approve the notice of award to Axis Construction Corporation.

**BRADLEY: YES**

**MUSTO: NO**

**WELLS: NO**

**ZOLL: YES**

**ZULLAS: YES**

#### **4. Discussion/Approval – MBTA's Response to the Select Board's Letter regarding classification of the Mattapan Line and Potential Follow Up**

Chair Zullas reviewed the response from the MBTA regarding Milton's rapid transit classification. Per the direction of the MBTA, Chair Zullas shared a letter that he composed to the Deputy Director of the Community Services Division of the Executive Office of Housing and Livable Communities, (EOHLC) to request clarification of Milton's rapid transit classification. The letter also highlights inconsistencies in the Guidelines for the MBTA Communities Act relative to the term "rapid transit community" promulgated by EOHLC.

Chair Zullas noted that he sent a copy of the letter to Ms. Hall, Chair of the Planning Board, for her comments. Chair Hall and Members of the Select Board offered positive feedback. Ms. Musto suggested that Edward Augustus, the Housing Secretary, be included in the correspondence. Mr. Zoll noted that he is not in favor of re-classification but is open to compromise.

Ms. Bradley moved to approve the amended letter to the Executive Office of Housing and Livable Communities regarding Milton's Rapid Transit Classification. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the letter.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**

**ZOLL: YES**

**ZULLAS: YES**

## **5. Discussion/Approval – Expenditure from the Milton Landing Revolving Fund for Fence Installation at Milton Landing**

Mr. Wells, a Member of the Select Board Landing Committee provided a brief overview of the fence repair project.

Mr. Zoll and Ms. Bradley shared their concerns regarding the lack of communication between the Select Board and the Landing Committee. They were not pleased with the liberties that the Landing Committee took regarding the fence repair.

Chair Zullas suggested that the Board vote so the vendor can be paid and schedule a discussion on sub-committee responsibilities and best practices.

Mr. Wells moved to approve the expenditure of \$9,276 from the Milton Landing Revolving Fund for the Fence Installation at Milton Landing. The motion was seconded by Ms. Musto. The Board voted by roll call (3-1-1) to approve the payment.

**BRADLEY: ABSTAIN**

**MUSTO: YES**

**WELLS: YES**

**ZOLL: NO**

**ZULLAS: YES**

## **6. Discussion/Approval – Select Board Landing Committee Neponset River Tour**

This matter has been deferred until next Spring.

## **7. Discussion/Approval – Employee Appreciation Lunch**

Mr. Milano, the Town Administrator, provided the Board with an update. The Town has a gift account that can be used to sponsor the luncheon. Mr. Milano did inform the Members that the account will need to be sustained for future use. Chair Zullas moved to approve expenditure from the gift account of up to up to \$1,000 for an employee appreciation lunch. The motion was seconded by Ms. Musto. The Board voted by roll call (5-0) to approve the expenditure for the employee lunch.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**

**ZOLL: YES**

**ZULLAS: YES**

## **8. Discussion/Approval – Closing Date for Warrant Articles for the December 4 Special Town Meeting Warrant Articles and the Date for Approving Articles for Inclusion on the December 4 Special Town Meeting Warrant**

Following a brief discussion with Mr. Milano, the Town Administrator, the Board agreed not to amend the timeline for the Special Town Meeting scheduled for Monday, December 4, 2023.

## **9. Town Administrator's Report**

Mr. Milano wishes Colin Loiselle, the Assistant Town Administrator, well as he begins his new role as Town Manager in Tyngsboro tomorrow.

The Assistant Town Administrator position is now open. Please visit the Town's website for the complete job description. [www.townofmilton.org](http://www.townofmilton.org).

The Planning Department will be hosting an MBTA Communities Forum on September 25<sup>th</sup> in the Keys Room at Milton Public Library beginning at 6:30PM.

## **10. Chair's Report**

No Report

## **11. Future Meeting Dates:**

The Board is scheduled to meet on Tuesday, September 26, 2023, Tuesday, October 10, 2023, and Tuesday, October 24, 2023. Mr. Zoll noted that he will not be in attendance at the meeting on Sept. 26<sup>th</sup>. Ms. Bradley noted that she will not be in attendance at the October 10<sup>th</sup> meeting.

## **12. Adjourn**

Ms. Musto moved to adjourn at 10:59PM. The motion was seconded by Mr. Zoll. The Board voted by roll call (5-0) to adjourn.

**BRADLEY: YES**

**MUSTO: YES**

**WELLS: YES**

**ZOLL: YES**

**ZULLAS: YES**

Respectfully submitted by Lynne DeNapoli, Executive Administrative Assistant to the Select Board

### Documents:

Presentation from Hill International – Owner's Project Manager

Presentation from Aix Construction Corp.

Milton Animal Shelter Project Budget

Town and Milton Animal League Memorandum of Understanding and amendment

Town and Milton Animal League Project Funding Agreement and amendment

Letter from the Select Board to the Massachusetts Bay Transit Authority, MBTA

Response Letter from the Massachusetts Bay Transit Authority, MBTA to the Select Board

Draft Letter to the Ex. Office of Housing and Livable Communities regarding the MBTA's comments regarding the Mattapan Line

DRAFT