



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

May 8, 2020

TO: Board of Selectmen

RE: Legislation Relative to Town Meeting Quorum

The attached legislation is being considered by the State Senate and may ultimately receive approval from the House and the Governor. There are multiple provisions addressed in the bill but the provision of greatest potential consequence to the Town would allow the Selectmen in consultation with, and approval of, the Town Moderator to establish a quorum that is less than the quorum established by Town By-law (150). This authorization would exist during the time of the state of emergency and up to thirty days following the termination of the state of emergency. The quorum cannot be reduced to less than ten percent of the existing quorum. However, the caveat to this provision is that only budget matters and matters required to meet federal deadlines can be considered.

Should this legislation be enacted, it is my recommendation that the Board refrain from initiating discussions with the Town Moderator about potential adoption. It is my expectation that social distancing and other appropriate accommodations can be made in the high school auditorium for a quorum of Annual Town Meeting participants. Given the nature of the matters before Annual Town Meeting, retaining the existing quorum is in the best interest of the town.

Jeffrey M. Hull
Town Manager

Attachment

SENATE No. 2680

Senate, May 4, 2020– Text of the Senate Bill relative to municipal governance during the COVID-19 emergency (being the text of Senate, No. 2673, printed as amended)

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-First General Court
(2019-2020)**

An Act relative to municipal governance during the COVID-19 emergency.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to protect forthwith both public health and the viability of town meetings in the face of the state, national and global public health emergencies existing as a result of the COVID-19 pandemic, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public health and convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. (a) Notwithstanding section 13 of chapter 39 of the General Laws or any
2 other general or special law, charter provision or by-law to the contrary, a town not having a
3 representative town meeting form of government may act by vote of its select board, in
4 consultation and with the approval of the town moderator, to prescribe the number of voters
5 necessary to constitute a quorum at any town meeting held from the governor’s March 10, 2020
6 declaration of a state of emergency until 30 days after the termination of the state of emergency
7 at a number that is less than the number that would otherwise be required by law, town by-law or
8 town charter; provided, however, that the number of voters necessary to constitute a quorum
9 shall not be less than 10 per cent of the number that would otherwise be required.

10 (b) The select board shall publish notice of its intention to consider an adjustment of town
11 meeting quorum requirements under this section not less than 7 days before the vote of the select
12 board. The select board shall provide for adequate means of public access that will allow
13 interested members of the public to clearly follow the deliberations of the select board on making
14 a quorum adjustment as those deliberations are occurring.

15 (c) Not less than 10 days after a vote of the select board to adjust the quorum requirement
16 under this section, the town clerk shall notify the attorney general of the adjusted quorum
17 requirement.

18 (d) A town meeting held pursuant to this section shall take up only those matters related
19 to their budget or necessary to meet a federal deadline and shall not include warrant articles other
20 than those adopted by the select board.

21 (e) All actions taken pursuant to this section are hereby ratified, validated and confirmed
22 to the same extent as if the town meeting had been conducted in accordance with all other
23 applicable laws, charter provisions, ordinances and by-laws.

24 SECTION 2. (a) Notwithstanding any general or special law, charter provision, ordinance
25 or by-law to the contrary, during the governor's March 10, 2020 declaration of a state of
26 emergency, if the moderator in a town having a representative town meeting form of government
27 determines that it is not possible to safely assemble the town meeting members and interested
28 members of the public in a common location while complying with any applicable state or local
29 orders, directives or guidance concerning public assemblies, the moderator may request that the
30 select board of the town call for a representative town meeting to be held through remote
31 participation, including, but not limited to, by means of a video or telephone conferencing

32 platform. Such a request by the moderator to the select board shall be in writing and shall
33 include, but not be limited to: (i) the moderator's determination and request to hold a town
34 meeting through remote participation in accordance with this section; (ii) the video or telephone
35 conferencing platform the moderator has determined to use to hold the town meeting; (iii)
36 confirmation that the moderator has consulted with the local disability commission or
37 coordinator for Americans with Disabilities Act compliance; and (iv) a certification that by the
38 moderator that: (A) the moderator has tested the video or telephone conferencing platform; and
39 (B) the platform satisfactorily enables the town meeting to be conducted in substantially the
40 same manner as if the meeting occurred in person at a physical location and in accordance with
41 the operational and functional requirements set forth in this section.

42 A video or telephone conference platform used by a town meeting for remote
43 participation under this section shall, at minimum, provide for: (i) the moderator, town meeting
44 members, town officials and any other interested members of the public to identify and hear the
45 moderator and each town meeting member who attends and participates in the remotely-held
46 town meeting, as well as any other individuals who participate in the remotely-held town
47 meeting; (ii) the ability to determine whether a quorum is present; (iii) a town meeting member,
48 town official or other individual to request recognition by the moderator without prior
49 authorization; provided, however, that, to the extent technologically feasible, the request is
50 visible or audible to the public in real time and upon review of the recording of the town meeting
51 proceedings, preserved according to subsection (h); (iv) the moderator to determine when a town
52 meeting member wishes to be recognized to speak, make a motion, raise a point of order or
53 object to a request for unanimous consent; (v) the moderator to recognize a town meeting
54 member, town official or other individual to speak and to enable that person to speak; (vi) the

55 ability to conduct a roll call vote; (vii) any interested members of the public to access the
56 meeting remotely for purposes of witnessing the deliberations and actions taken at the town
57 meeting; and (viii) the town meeting to be recorded. Registered voters residing in the town
58 wishing to participate in a remote town meeting conducted pursuant to this section shall submit a
59 request to participate to the town clerk not less than 48 hours in advance of the town meeting.
60 Upon receipt of the request and verification of the requester's voter registration status, the clerk
61 shall provide to the requester instructions for participating in the remote town meeting.

62 (b) Not later than 10 business days following receipt of a written request by the
63 moderator under subsection (a), the select board shall vote to determine if the town meeting shall
64 be held remotely by means of the video or telephone conferencing platform requested by the
65 moderator.

66 (c) If the select board votes to approve the request of the moderator for remote
67 participation at a town meeting and the select board has already issued a warrant calling a town
68 meeting to be held not later than June 30, 2020, the select board shall, at the same meeting of the
69 board, approve and issue, in consultation with the moderator, a notice that expressly states: (i)
70 that the town meeting shall be held remotely by means of the video or telephone conferencing
71 platform requested by the moderator; (ii) the date and time of the meeting; and (iii) any
72 information necessary for the moderator, town meeting members, town officials and interested
73 members of the public to access and attend the town meeting remotely.

74 The notice issued by the select board shall be: (i) accompanied by the written request of
75 the moderator submitted to the select board under subsection (a); (ii) filed and posted in
76 accordance with the requirements of subsection (b) of section 10A of chapter 39 of the General

77 Laws; (iii) distributed to each town meeting member; and (iv) publicly posted not less than 10
78 days before the scheduled date of the remote town meeting. The notice may include a date, time
79 and place for the town meeting to be resumed if the town meeting does not vote to continue the
80 town meeting remotely as required under subsection (f).

81 (d) If the select board votes to approve the request of the moderator for remote
82 participation at a town meeting and the select board has not yet issued a warrant for a town
83 meeting, the select board shall approve and issue a warrant for the town meeting that expressly
84 states: (i) that the town meeting shall be held remotely by means of the video or telephone
85 conferencing platform requested by the moderator; (ii) the date and time of the meeting; and (iii)
86 any information necessary for the moderator, town meeting members, town officials and
87 interested members of the public to access and attend the town meeting remotely.

88 The warrant issued by the select board shall be: (i) accompanied by the written request of
89 the moderator submitted to the select board under subsection (a); and (ii) filed in accordance
90 with section 10 of chapter 39 of the General Laws, all other applicable laws and any relevant
91 provision of the town charter or by-laws. The warrant may include a date, time and place for the
92 town meeting to be resumed if the town meeting does not vote to continue the town meeting
93 remotely as required under subsection (f).

94 (e) Not later than 5 business days after a vote of the select board to approve the
95 request of the moderator to hold a town meeting remotely pursuant to subsection (c) or (d), the
96 town clerk shall submit a certified copy of the vote of the select board and of the written request
97 of the moderator to the attorney general.

98 (f) Before taking any other vote at a representative town meeting held through remote
99 participation under this section, the town meeting members present and voting at the meeting
100 shall vote on whether or not to continue conducting the town meeting remotely by means of the
101 chosen video or telephone conferencing platform. If the town meeting votes to continue
102 conducting the town meeting remotely, then the town meeting shall proceed by remote
103 participation to address the articles included in the warrant. If the town meeting does not vote to
104 continue conducting the town meeting remotely, then the town meeting shall be adjourned to the
105 date, time and place specified in the notice or warrant under subsection (c) or (d). If no date, time
106 and place has been specified in the notice or warrant, the town meeting shall immediately be
107 dissolved without taking any votes on any other matters and the select board may call the town
108 meeting pursuant to a new warrant that provides for the town meeting to be held in person at a
109 physical location in accordance with section 10 of chapter 39 of the General Laws, all other
110 applicable laws and provisions of the town charter and by-laws.

111 (g) A vote taken at a representative town meeting held through remote participation
112 pursuant to this section shall be taken by any means that the moderator determines accurately
113 and securely records the votes of those entitled to vote at the meeting, including, but not limited
114 to, a roll call vote, electronic voting, voting by ballot, voting by phone or any combination
115 thereof. The vote of each town meeting member on a roll call vote shall be recorded and kept
116 with the minutes of the town meeting.

117 (h) A representative town meeting held remotely pursuant to this section shall be
118 recorded and the recording shall be preserved and made publicly available on the town's website
119 for not less than 90 days after the conclusion of the town meeting.

120 (i) All actions taken pursuant to this section are hereby ratified, validated and confirmed
121 to the same extent as if the town meeting had been conducted in accordance with all other
122 applicable laws, charter provisions, ordinances and by-laws.

123 SECTION 3. Notwithstanding section 9 of chapter 39 of the General Laws or any other
124 general or special law, charter provision, ordinance or by-law to the contrary, during the
125 governor's March 10, 2020 declaration of a state of emergency, a select board, in consultation
126 and with the approval of the town moderator, may vote to hold town meeting outside the
127 geographic limits of the town if the board determines that it is not possible to adequately conduct
128 town meeting in a location within the geographic limits of the town in a manner that ensures
129 health and safety; provided, however, that a meeting for the election by ballot of federal, state or
130 other officers or the determination of other matters that are to be determined by ballot at an
131 election shall be held within the geographic limits of the town. The select board shall publicly
132 post notice of the location of town meeting to be held outside the geographic limits of the town
133 not less than 10 days before the date of the meeting. Nothing in this section shall supersede or
134 otherwise affect the validity of any a special law, charter or by-law in place before the
135 governor's March 10, 2020 declaration of a state of emergency that provides for holding town
136 meeting outside the geographic limits of the town.

137 SECTION 4. Notwithstanding section 32 of chapter 44 of the General Laws or any other
138 general or special law, charter provision or ordinance to the contrary, if the mayor of a city is
139 unable, as a result of the governor's March 10, 2020 declaration of a state of emergency, to
140 submit an annual budget for fiscal year 2021 to the city council within 170 days as required by
141 the first paragraph of said section 32 of said chapter 44, the time periods and deadlines set forth
142 in said section 32 of said chapter 44 for the mayor and city council to act on the annual budget

143 shall be extended until 60 days after the termination of the declaration of the state of emergency;
144 provided, however, that within 30 days after the termination of the declaration of emergency or
145 on July 31, 2020, whichever is earlier, the mayor shall submit to the city council the annual
146 budget for fiscal year 2021 for the purposes of said section 32 of said chapter 44 and the time
147 periods and deadlines set forth in said section 32 of said chapter 44 shall, if not inconsistent with
148 this section, otherwise thereafter apply; and provided further, that notwithstanding said section
149 32 of said chapter 44 to the contrary, the mayor may submit to the city council a continuing
150 appropriation budget for the city on a month-by-month basis for a period not to exceed 3 months
151 if the city has not approved an annual budget for fiscal year 2021 by June 30, 2020, as a result of
152 the governor's March 10, 2020 declaration of a state of emergency.

153 SECTION 5. (a) (1) Notwithstanding sections 52 and 56 of chapter 41 of the General
154 Laws, a city or town may approve a payment for the period beginning on or after March 10, 2020
155 through the remainder of fiscal year 2020 on an existing service contract for school or education-
156 related services entered into by the school committee or a service contract renegotiated or
157 modified by the school committee in order to maintain the availability of and access to the
158 services secured under the underlying contract between the parties; provided, however, that: (i)
159 the underlying service contract was in effect before March 10, 2020 and the service contractor
160 was unable to perform services under the contract as a result of the governor's March 10, 2020
161 declaration of a state of emergency or the outbreak of the 2019 novel coronavirus, also known as
162 COVID-19; and (ii) there are sufficient unencumbered available funds remaining for such
163 payment in the appropriation for the purpose.

164 (2) Before any payment, the service contractor shall present to the approving authorities
165 set forth in subsections (b) and (c), a sworn statement reporting grants, discounted loans or other

166 financial support that the service contractor has received from a state, federal or local
167 government as a result of the COVID-19 outbreak or, if the service contractor has not received
168 any such grants, discounted loans or other financial support, affirming that the service contractor
169 has not received, and shall not receive thereafter, any such grants, discounted loans or other
170 financial support. The sworn statement shall include an attestation of compliance with section 7.
171 The payment to the service contractor shall not exceed the amount to which the service
172 contractor was eligible under the service contract and shall be consistent with said section 7.

173 (b) In a city, the payment set forth in subsection (a) shall be approved by: (i) the school
174 committee; (ii) a city auditor, accountant or other officer having similar duties; and (iii) the chief
175 executive officer of the city as defined in Fifth B of section 7 of chapter 4 of the General Laws.

176 (c) In a town, the payment set forth in subsection (a) shall be approved by: (i) the school
177 committee; (ii) a town accountant or other officer having similar duties; and (iii) the chief
178 executive officer of the town as defined in Fifth B of section 7 of Chapter 4 of the General Laws.

179 (d) This section shall not apply to tuitions and rates set by the bureau of purchased
180 services within the operational services division pursuant to section 22N of chapter 7 of the
181 General Laws, which are set and are non-negotiable for fiscal year 2020.

182 SECTION 6. (a) (1) Notwithstanding sections 52 and 56 of chapter 41 and section 16A of
183 chapter 71 of the General Laws, a regional school district may approve a payment for the period
184 beginning on or after March 10, 2020 through the remainder of fiscal year 2020 on an existing
185 service contract for school or education-related services entered into by the regional school
186 district or a service contract renegotiated or modified by the regional school committee in order
187 to maintain the availability of and access to the services secured under the underlying contract

188 between the parties; provided, however that: (i) the underlying service contract was in effect
189 before March 10, 2020 and the service contractor was unable to perform services under the
190 contract as a result of the governor's March 10, 2020 declaration of a state of emergency or the
191 outbreak of the 2019 novel coronavirus, also known as COVID-19; and (ii) there are sufficient
192 unencumbered available funds remaining for such payment in the appropriation for the purpose.

193 (2) Before any payment, the service contractor shall present to the approving authorities
194 set forth in subsection (b), a sworn statement reporting grants, discounted loans or other financial
195 support that the service contractor has received from a state, federal or local government as a
196 result of the COVID-19 outbreak or, if the service contractor has not received any such grants,
197 discounted loans or other financial support, affirming that the service contractor has not received,
198 and shall not receive thereafter, any such grants, discounted loans or other financial support. The
199 sworn statement shall include an attestation of compliance with section 7. The payment to the
200 service contractor shall not exceed the amount to which the service contractor was eligible under
201 the service contract and shall be consistent with said section 7.

202 (b) The payment set forth in subsection (a) shall be approved by the regional school
203 committee and a business manager, assistant superintendent for business or other employee with
204 title of similar import and responsibilities as those of a town accountant.

205 (c) This section shall not apply to tuitions and rates set by the bureau of purchased
206 services within the operational services division pursuant to section 22N of chapter 7 of the
207 General Laws, which are set and are non-negotiable for fiscal year 2020.

208 SECTION 7. Payments made to service contractors under sections 5 and 6 shall not
209 exceed the amount to which the service contractor was eligible under the service contracts

210 through which payments are made less the amount the service contractor received in grants,
211 discounted loans or other financial support that the service contractor has received or expects to
212 receive from a state, federal or local government as a result of the COVID-19 outbreak.

213 SECTION 8. This act shall expire 35 days after the termination of the governor's March
214 10, 2020 declaration of a state of emergency and such expiration shall not affect the validity of
215 any vote or action taken by a select board or town meeting pursuant to this act.



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

May 5, 2020

TO: Board of Selectmen

RE: Cook Avenue Water Line

A draft agreement between the Town of Wilmington and the Olin Corporation went through final edits and was sent out on Thursday, April 30th to James Cashwell, Director, Environmental Remediation with Olin. The agreement and plan of the approximate route of the water line are now under review by Olin. I would expect that Olin's legal counsel will be in contact with Daniel Deutsch, Esq., Special Counsel, to discuss particular points about the agreement. A copy of the documents have also been sent to Lynne Jennings, Environmental Protection Agency (EPA) Section Chief. The EPA is expected to play some role in review of this project but the extent of their involvement is unclear at this time.

The agreement as currently drafted calls for completion of the work to take no longer than one year from the date of contract execution. The major phase of work will be as follows:

1. Olin to contract with an engineering firm to design the water line extending from the existing water main on Main Street up Cook Avenue;
2. Permitting, including state and town road opening permits, will likely be required;
3. Olin will prepare project specifications for bid, review responses to the bid and award a contract to install the water line;
4. Contractor will engage in construction and installation of the water line;
5. Testing of the water line must be conducted and water quality testing results must be approved by the Department of Environmental Protection (DEP).

During the course of the project the Town will be involved at each stage, reviewing the engineering design, inspecting work during construction and reviewing tests before the water line is turned over to the Town. Attached is the draft agreement and associated draft plan.


Jeffrey M. Hull
Town Manager

cc: Michael Woods, Public Works Director
Shelly Newhouse, Health Director

**AGREEMENT FOR DESIGN AND CONSTRUCTION OF
COOK/BURNHAM AVENUE WATER CONNECTION EXTENSION**

WITNESS this Agreement entered into this ___ day of _____, 2020 by and between Olin Corporation, a corporation organized under the laws of the Commonwealth of Virginia and having a principal place of business at _____, _____ (“Olin”) and the Town of Wilmington, a municipal corporation having a principal office at 121 Glen Road, Wilmington, Massachusetts, acting by and through its Board of Selectmen (“Town”) (“Agreement”). Olin and the Town hereinafter shall be referred to collectively as the “Parties”.

WHEREAS, Olin is and for many years has been the record owner of the industrial property located at and known as 51 Eames Street in Wilmington, Massachusetts (“Olin Property”);

WHEREAS, releases of oil and hazardous substances at, on, and from the Olin Property gave rise to the investigation of contamination and to regulatory and enforcement proceedings against and involving Olin and other entities by the United States Environmental Protection Agency (“EPA”) with respect to the Olin Property and other nearby properties known or believed to be adversely affected by such contamination, pursuant to federal law including Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (CERCLA) (collectively “the Superfund Site”);

WHEREAS, the EPA-mandated investigation and reporting regarding the Superfund Site disclosed elevated levels of certain contaminants, including N-Nitrosodimethylamine (NDMA), in the drinking water of privately owned wells located on certain residential properties at 19 Cook Avenue and 23 Cook Avenue, in Wilmington (“Affected Properties”);

WHEREAS, as part of the investigation and remediation of the Superfund Site, EPA will prepare and issue (but has not yet prepared or issued) one or more Interim Action Decisions,

including such concerning groundwater both at the Olin Property and elsewhere within the Superfund Site, and as well as a Record of Decision;

WHEREAS, since approximately 2012, Olin has agreed to provide and has provided bottled drinking water to certain of the Affected Properties;

WHEREAS, Olin has agreed and hereby undertakes, on the terms set forth herein, to design and construct an extension of the existing municipal water supply system to afford public water access to the Affected Properties and as otherwise stipulated (as more fully defined below, the "Project");

WHEREAS, the purpose of the activities to be undertaken pursuant to this Agreement is to make potable water available and thereby mitigate environmental exposure and possible health risks associated with the elevated levels of contaminants at or near the Affected Properties associated with the Superfund Site, and to address concerns of the owners of the Affected Properties with respect thereto;

WHEREAS, the Town has determined such action to be taken by Olin on the terms set forth herein to be in the interest of the health and safety of the Town;

NOW THEREFORE, and for good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties hereby agree and stipulate to the following terms and conditions:

1. The work to be undertaken shall consist of (i) the engineering, design, construction, commissioning, installation of all pipes, conveyances, and other devices and systems necessary to extend the existing public water supply system in Wilmington to the Affected Properties and provide complete water service connections for each such property, and (ii) the design, construction, installation and delivery to the Town of

“stubs” for each other residential property located along that system extension, including along Cook Avenue and Burnham Avenue, and the subsequent conveyance and delivery of such works to the Town (“Project”).

2. Olin shall select and retain all consultants, engineers, contractors and other agents necessary for Olin to perform and complete the Project in a timely and efficient manner, and shall ensure that all engineers are duly licensed by the Commonwealth of Massachusetts and all contractors are qualified to perform the work undertaken by them.
3. Olin shall incur and bear all expenses associated with the engineering, design, technical specifications, construction, installation, roadway restoration, resident engineer, commissioning, and delivery of the Project to the Town.
4. The Parties stipulate that the new components of the Project are to be located and orientated approximately as depicted on the conceptual plan attached hereto as Exhibit 1; provided, however, that the final design of the Project and its components may differ if and to the extent necessitated by any engineering or geo-technical studies performed by Olin or its consultants or engineers and any subsurface conditions or other engineering imperatives, subject to review and approval of the Town as set forth herein.
5. Olin shall perform or cause to be performed all work necessary to responsibly design the Project and all of its associated physical components and systems. Olin shall provide completed draft site and engineering plans, traffic management plans, construction period erosion and sedimentation control plan, and technical specifications to the Town for review and approval by the Town and its agents prior

to commencement of any excavation, site work, or construction activities. The Parties hereby acknowledge that the purpose of such review and approval is to assure compliance with relevant laws and regulations and that the Town does not intend to direct the design and engineering process, which shall be the sole responsibility of Olin.

6. The Parties acknowledge and agree that Olin at or about the same time shall submit its completed draft site and engineering plans to EPA for review and approval, as may be required by EPA action concerning an Olin letter request for authorization to proceed with the Project.
7. Olin shall be solely responsible to request and procure, at its own expense, all permits necessary to construct, install and test the Project and its components, including but not limited to municipal road opening permits, any permits needed from the Commonwealth of Massachusetts including those for work on state roads. Insofar as practicable and legally permissible, the Town shall, upon request, facilitate action on applications for municipal permits. Olin also shall be responsible for any permits required by the EPA's National Pollutant discharge Elimination System Program (NPDES) Construction General Permit, and for any work under the jurisdiction of the Wilmington Conservation Commission pursuant to the Massachusetts Wetland Protection Act, and such other permits as may be necessary.
8. In conformance with the approved and finalized Project design, engineering plans, and technical specifications, and all permits and conditions imposed upon the Project by the Town, the Commonwealth of Massachusetts, and EPA, Olin and its contractors or subcontractors shall excavate as necessary and install and construct the Project and

all of its physical components. The Parties agree that the Town and its agents and, insofar as required, the EPA and/or the Commonwealth of Massachusetts and their agents, shall be provided with sufficient access and timely opportunity to inspect and approve the process of construction and installation of the Project and all of its components. The Parties acknowledge that the purpose of such inspection and approval is to ensure compliance with relevant laws and that the Town does not intend to dictate or direct the methods or manner of construction of the Project or its components.

9. Olin shall provide, at its sole expense, a full-time resident engineer to oversee the installation and construction of the Project; weekly inspection reports shall be provided to the Town throughout construction. An as-built record drawing, stamped and sealed by a Professional Registered Engineer licensed by the Commonwealth of Massachusetts shall be provided to the Town at the conclusion of the Project.
10. Olin shall be responsible for the proper documentation and expense of any construction and engineering change orders necessary to the Project.
11. Olin assumes, undertakes at its own financial risk, and hereby agrees to indemnify and hold harmless the Town, its officials, contractors, subdivisions and other agents, from and against, all risks and hazards of construction and installation of the Project and its components, including but not limited to those arising from any subsurface conditions within the footprint and zone of construction, including any located on property owned or controlled by the Town or owners of the Affected Properties.
12. Olin further hereby expressly agrees to indemnify and hold harmless the Town, its officials, contractors, subdivisions and other agents, from and against all claims,

demands, suits, proceedings, fees, and costs due to any bodily injury or death, property damage, and environmental spills, hazards, or releases, caused by or arising from the Project, its construction or installation. The indemnification of environmental liability shall, without limitation, extend to response costs, recovery action, remediation, and third-party claims, all within the meaning of CERCLA and the Massachusetts Oil and Hazardous Material Release, Prevention and Response Act, M.G.L. c.21E.

13. Olin shall permit timely inspection by and obtain permission of the Town before backfilling and closing trenches excavated for purposes of the Project.
14. Before commencing any work, Olin shall obtain and maintain throughout the course of the Project, or cause to be obtained and maintained by its contractors or their subcontractors, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below.
 - (a) Workers' Compensation, covering the obligations of Olin in accordance with applicable Workers' Compensation or Benefits law.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$1 million per claim.
 - (e) Such additional insurance as may be required to be carried by such contractors by law.

Olin, or its contractors or their sub-contractors, shall maintain such insurance during the term of Agreement and give the Town twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town. The Town will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the Town upon the execution of this Agreement and at such times thereafter as the Town may reasonably request.

15. Olin shall secure and pay for all police details and any other safety and security arrangements required to perform hereunder.
16. Olin shall adhere to all municipal ordinances and state laws concerning excavation and construction activities relevant to the Project, and to observe all applicable restrictions on the hours during which construction and related activities may occur.
17. Olin shall obtain from private property owners any consents or easements that may be necessary to perform hereunder, and to promptly inform the Town of the status of its efforts to secure the same. Insofar as it lawfully may do so, the Town shall cooperate in those efforts to facilitate performance of this Agreement.
18. Olin shall provide to the owners of the Affected Properties and all of the other residential properties abutting the footprint of the Project and its components written notice of the expected dates of excavation and construction activities. Such notices are to be provided reasonably in advance of those activities and delivered to those property owners at said properties or by mail to each property owner at the address maintained for it in the records of the Town's Assessor.

19. On behalf of itself and all of its contractors, subcontractors, engineers, and other agents participating in the Project, Olin shall communicate with the Town to facilitate the design and construction processes and to preserve the rights of the Town for review, consultation and approval hereunder. On a date to be agreed between the Parties, the Town shall designate to Olin in writing the name(s) and contact information of one or more Town officials to serve as primary contact(s) for Olin with respect to such communications.
20. Consistent with proper engineering and construction practices, and at one or more times convenient for Olin and for the Town, Olin and its engineers, contractors and other agents, shall commission the Project to confirm and demonstrate that the Project and all of its components are operational and will perform, without adverse consequences or complications, their intended purpose to provide potable water to the Affected Properties consistent with the flow rates and volumes of the public water system where the Project connects with it.
21. Olin shall be responsible for all costs, both direct and indirect, anticipated and unknown, of the engineering, design, construction, installation, commissioning and delivery to the Town of the Project and all of its components. Without limiting the generality of the foregoing, Olin shall be responsible for all bidding, procurement and contracting of labor, materials, and other services for the Project, and all related costs.
22. Upon completion and proper commissioning of the Project and its components, and on a date to be agreed between the Parties, Olin shall convey and deliver the Project and all of its installed components to the Town, which thereafter shall assume ownership and control of the same. In order to perfect that delivery, Olin shall also

provide to the Town all component warranty documentation, reference copies of all Project drawings and plans, and any additional documentation as the Town, its attorneys or agents shall reasonably deem necessary and request and shall do so at delivery or promptly thereafter.

23. At or before the time of delivery, Olin shall certify in writing to the Town that there are no outstanding and unpaid charges, fees, expenses, claims or liens with respect to the Project or its components. Olin shall be and shall remain responsible to pay any and all bills, claims, charges, and expenses related to performance of the Project hereunder, whether such are incurred before or after delivery of the Project to the Town; and this responsibility shall not terminate upon its delivery of the Project to the Town.
24. The Parties agree that the Project shall be completed, commissioned and delivered to the Town not later than the one (1) year anniversary of the execution hereof by the Town; provided, however, that if circumstances beyond Olin's reasonable control warrant extending that completion deadline, Olin promptly may request in writing to the Town to extend that date to a specified later date, and the Town shall respond to any such request within three (3) business days following its receipt of the request.
25. The Parties agree that this Agreement is not intended to and shall not confer any benefit or rights on any persons who are not party hereto, except to acknowledge that the owners of the Affected Properties and the other properties abutting the footprint of the Project and its components will or may receive the benefit of public water supply as a result of Olin's performance of the Project hereunder.

26. The Parties expressly agree that this Agreement and performance hereof does not and shall not be construed to invoke, trigger or modify the rights and obligations of Olin or the Town, or any third parties, in relation to (1) that certain Tolling Agreement entered into and executed by and between the Town and Olin (and other former owners and/or operators of the Olin Property) on or about April 2004, and (2) that certain Agreement entered into and executed by and between the Town and Olin in or about February 2003 concerning costs of construction of a pipeline connection to the Massachusetts Water Resources Authority water system (collectively hereinafter the "Prior Agreements"). The Parties hereto stipulate and agree that the Prior Agreements shall remain in full force and effect notwithstanding this Agreement.
27. The Parties acknowledge that it is their understanding and intention that this Agreement does not confer on Olin any new or different rights or obligations in connection with the on-going EPA investigation, review, remedy selection, documentation and regulatory proceedings concerning the Superfund Site.
28. Olin agrees that by entering into and executing this Agreement, and by reviewing, inspecting and approving engineering plans and documents and construction activities associated with the Project, the Town does not assume any financial or legal responsibility or liability with respect to the engineering, design, installation, construction, construction oversight, or commissioning of the Project.
29. In the event that the directives or requirements of the EPA's authorization to proceed with the Project in any way conflict with approvals, conditions or other requirements of the Town, including but not limited to the observance of any applicable municipal ordinances, the Parties agree that work on the Project shall not commence or shall

temporarily be suspended in order to allow for the resolution of conflicting requirements, conditions or approvals. Olin and the Town shall cooperate reasonably to reconcile or resolve any such conflicts, consist with their legal rights and obligations.

30. The Parties acknowledge that documents provided to the Town in connection with the Project, including without limitation plans and drawings, and written communications with the Town, may constitute public records for purposes of the Massachusetts Public Records Law, M.G.L. c. 66, §10.
31. Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
32. Except as otherwise expressly provided in this Agreement, any decision or action made by the Town relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the Town specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
33. This Agreement is governed by the law of the Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of

any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

34. Either Party may terminate this Agreement for 'cause'. In such event, the terminating Party shall provide the non-terminating Party with notice of intent to terminate not less than fourteen (14) calendar days in advance. During such notice period, the non-terminating Party shall have the opportunity to cure the asserted cause for termination. Said notice shall state reasons for the termination constituting 'cause' under this Agreement or under Massachusetts law. For the purposes of this Agreement, 'cause' for termination by the Town shall include any one or more of the following: (i) workmanship on the Project not meeting the standards set forth herein; (ii) progress of the work is not adequate to complete the work by the completion date set forth in Paragraph 24, above; (iii) inadequate mitigation of the effects of the work on the property; (iv) performance of the work in a manner that is unsafe either to the public or the workers; or (v) any other reason deemed to be reasonable 'cause' for termination under Massachusetts law. Upon such termination by the Town, the Town shall have no liability to pay for or otherwise compensate Olin for any costs in connection herewith and this Agreement shall be null and void. If Olin terminates this Agreement for 'cause' under Massachusetts law, it shall: be required to: (i) promptly and fully restore to the condition as of the date of this Agreement all lands, including all surface and subsurface soils, which, as of the date of notice of termination, Olin or its agents have excavated or disturbed, such restoration to include any appropriate compacting of soils, regrading and revegetation; provided, however, that Olin and its agents shall permit the Town and its agents a sufficient opportunity

to inspect all excavated or disturbed lands and soils prior to and during said restoration; (ii) complete and fully resolve any actions and proceedings associated with any environmental or geotechnical conditions or impacts at the Project site that were discovered or occurred during the period of its work on the Project; (iii) in due course, release or terminate all permits obtained by Olin in connection with the performance of this Agreement; and (iv) cooperate with the Town to close out the Project and the termination of it in an orderly manner. For purposes of the permitting and insurance requirements of this Agreement, the duration of the Project shall include the period from the date of notice of termination through the completion of all steps to effectuate termination. For purposes of Olin's performance under this Agreement and all related provisions, including but not limited to the indemnification provisions of this Agreement, the term "Project" shall include all steps required to be taken and all work performed to effectuate the termination of the Project as provided herein.

35. In the event that any provision of this Agreement is found to be illegal, invalid or unenforceable, then to the fullest extent permitted by law the validity and enforceability of all other provisions of the Agreement shall be unaffected thereby.

This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. It supersedes any prior agreements, understandings, or negotiations, whether written or oral. The Agreement may only be amended through a written document formally executed by all Parties.

36. The Agreement may be executed in counterparts, each of which shall be enforceable and which together shall constitute the full executed document. True copies of the executed Agreement shall be as valid and enforceable as their originals.
37. Each signatory to this Agreement hereby represents that he/she/it is fully authorized to execute the Agreement on behalf of that Party and to bind it.
38. Each of the Parties acknowledges and agrees that this Agreement shall be binding upon and inure to the benefit of that Party and its successors, representatives and assigns.
39. Whenever notice is given or is required to be given pursuant to this Agreement, it shall be delivered by depositing the same, postage prepaid with the United States Postal Service, reliable courier, or other established overnight delivery service, properly addressed to the designated representative of the other Party, in which event it shall be deemed effective upon deposit with said service, or shall be given in hand to said designated representative in which event it shall be deemed effective upon receipt.
40. As of the date of this Agreement, all notices shall be directed to the following:

If to Town:

Jeffrey M. Hull, Town Manager
Town of Wilmington
121 Glen Road
Wilmington, MA

with copy to:

Daniel R. Deutsch, Esq.
Brooks & DeRensis, P.C.
111 Devonshire Street, Suite 800
Boston, MA 02109

If to Olin:

with copy to:

41. Either Party may change the person or address of its representative authorized to receive notices hereunder by timely notifying the other Party of the same in writing.

[Signatures on following page.]

Executed under seal as of the date and year written above.

TOWN OF WILMINGTON, acting by and through its Board of Selectmen

OLIN CORPORATION

Gregory B. Bendel, Chair

By: _____

Print: _____

Kevin A. Caira

Title: _____

Duly Authorized

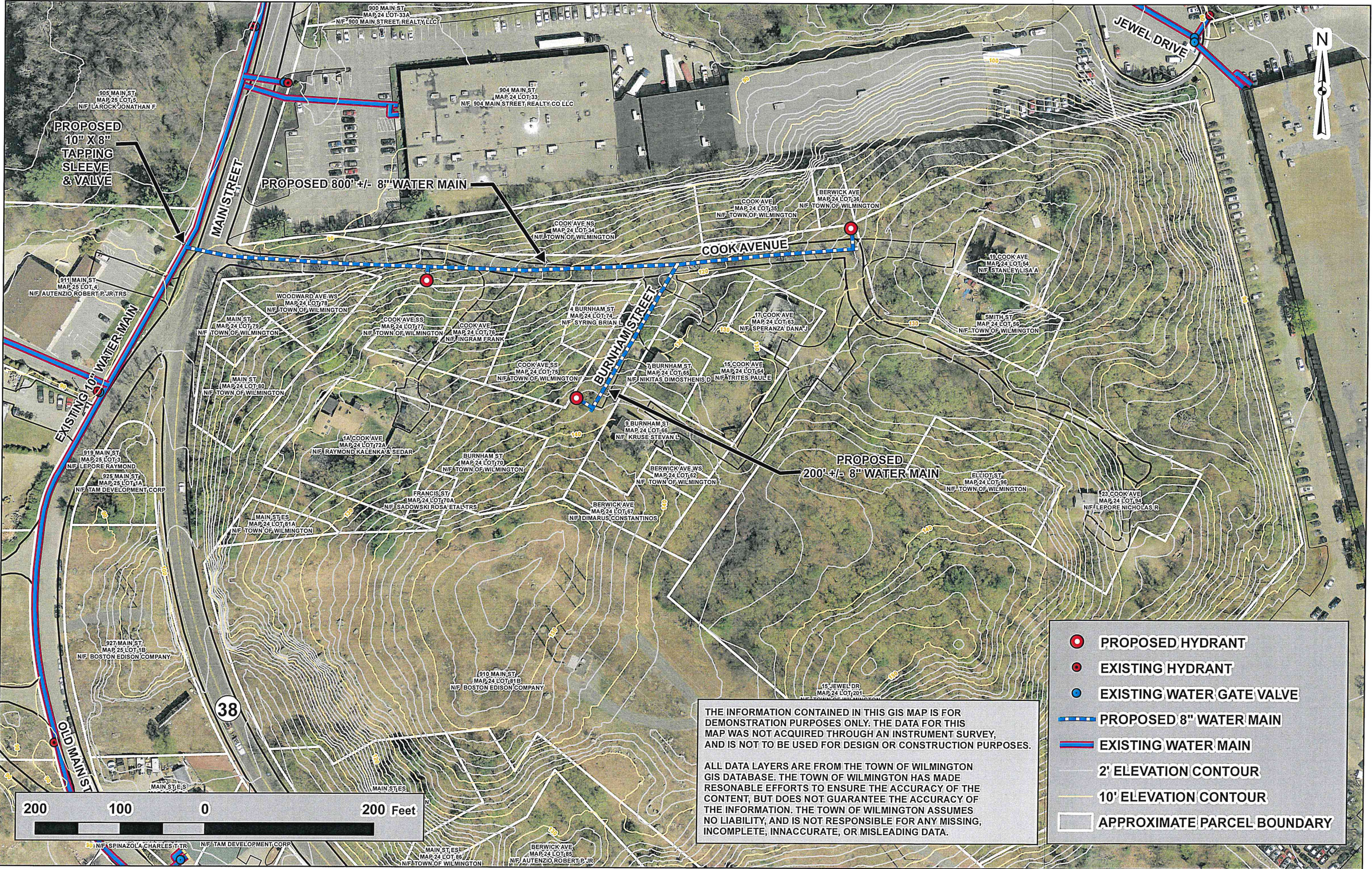
Jonathan R. Eaton

Michael V. McCoy

Jomarie F. O'Mahony

By: _____

Jeffrey M. Hull, Town Manager
Duly Authorized



THE INFORMATION CONTAINED IN THIS GIS MAP IS FOR DEMONSTRATION PURPOSES ONLY. THE DATA FOR THIS MAP WAS NOT ACQUIRED THROUGH AN INSTRUMENT SURVEY, AND IS NOT TO BE USED FOR DESIGN OR CONSTRUCTION PURPOSES.

ALL DATA LAYERS ARE FROM THE TOWN OF WILMINGTON GIS DATABASE. THE TOWN OF WILMINGTON HAS MADE REASONABLE EFFORTS TO ENSURE THE ACCURACY OF THE CONTENT, BUT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION. THE TOWN OF WILMINGTON ASSUMES NO LIABILITY, AND IS NOT RESPONSIBLE FOR ANY MISSING, INCOMPLETE, INACCURATE, OR MISLEADING DATA.

- PROPOSED HYDRANT
- EXISTING HYDRANT
- EXISTING WATER GATE VALVE
- - - PROPOSED 8" WATER MAIN
- EXISTING WATER MAIN
- 2' ELEVATION CONTOUR
- 10' ELEVATION CONTOUR
- APPROXIMATE PARCEL BOUNDARY





Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

May 8, 2020

TO: Board of Selectmen

RE: Yard Waste Drop-Off Center

The curbside collection of yard waste concluded the week of May 4, 2020. These collection periods are contractual obligations for Russell Disposal. The yard waste disposal center off Old Main Street was slated to remain open until Saturday, May 9th. Due to a request to provide additional opportunities to dispose of yard waste during the month of May, the center will remain open two days per week through the end of May. The following schedule will continue:

Wednesdays May 13, 20 & 27 from 8:00 a.m. to 2:00 p.m.

Saturdays May 16, 23 & 30 from 9:00 a.m. to 4:00 p.m.

Punch-cards that provide for up to five (5) vehicle trips are available for purchase at the Town Hall for \$15.


Jeffrey M. Hull
Town Manager



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

May 8, 2020

TO: Board of Selectmen

RE: New England Transrail Status Report

Attached are the most recent reports to the federal Surface Transportation Board (STB) from both the Town's special counsel Daniel Deutsch, Esq., and legal counsel for New England Transrail (NET) and Wilmington Woburn Intermodal (WWI). There has been no communication between the parties during the most recent reporting period. As has been the case now for the last several quarters, no activity has taken place pending the release by the federal Environmental Protection Agency (EPA) of their proposed remediation plans for the Olin Corporation Superfund Site.


Jeffrey M. Hull
Town Manager



Daniel R. Deutsch, Esq.
dddeutsch@bdboston.com

111 Devonshire Street
Suite 800
Boston, MA 02109
(857) 259-5200
(857) 259-5212 fax

May 6, 2020

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423

**RE: New England Transrail, LLC, D/B/A Wilmington & Woburn Terminal
Railway-Construction, Acquisition, and Operation Exemption-in
Wilmington and Woburn, Massachusetts
FD 34797 Sub-Docket 1**

Further Status Report

Dear Ms. Brown:

On behalf of the Town of Wilmington (“Wilmington”), we submit this further status report pursuant to the Board’s decision dated April 5, 2019 and amended October 24, 2019, requiring the parties to submit a status report by November 8, 2019 and every 90 days thereafter. This report follows our report of February 7, 2020.

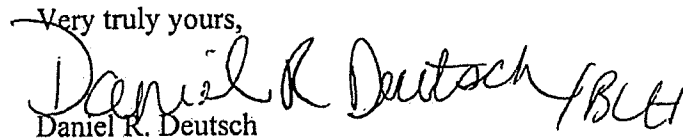
The report submitted by NET and WWI today summarizes past discussions between Wilmington and WWI/GFI concerning a conceptual alternative to the project that is the subject of the above-noted proceeding. The pace and timing of WWI’s engineering and planning of a protentional alternative redevelopment project depend upon both the development and approval of remedial options for clean-up of the Olin site by EPA and Olin Corporation and also the decision-making of WWI and NET, matters which largely are beyond the control of Wilmington.

Having said that, Wilmington stands ready to resume consideration of any additional relevant information and submittals from WWI and NET when circumstances permit. In the meantime, Wilmington and its environmental consultant are monitoring the development of the Interim Action Feasibility Study by Olin and EPA, providing relevant technical comments in that process, and will participate in the review and comment on a draft clean-up plan for the Superfund Site when it is circulated. We anticipate that EPA will conduct a public forum (most likely in a virtual format) in Wilmington during the coming months.



Ms. Cynthia T. Brown
May 6, 2020
Page 2

Please let us know if you require any additional information.

Very truly yours,

Daniel R. Deutsch

cc: Eric M. Hocky, Esq.
Danielle Gosselin, OEA
Jeffrey M. Hull, Town Manager, Town of Wilmington
Attached Service List

Ms. Cynthia T. Brown
May 6, 2020
Page 3

CERTIFICATE OF SERVICE

I, Daniel R. Deutsch, hereby certify that a copy of the foregoing Status Report on behalf of the Town of Wilmington dated May 6, 2020, was sent via first-class mail to the following parties of record.

Eric Hocky, Esq.
Clark Hill Strasburger
1025 Connecticut Ave NW, Suite 717
Washington, DC 20036-5439

William Walsh-Rogalski
(Mail Code ORA 17-1)
Office of Environmental Review
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Steven C. Armbrust
CSX Transportation, Inc.
500 Water Street, J150
Jacksonville, FL 32202

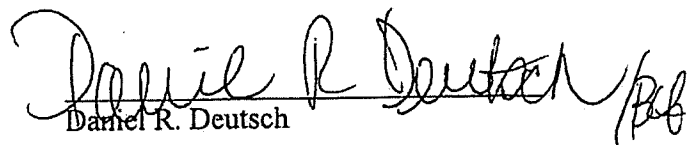
Kathleen M. Barry
Wilmington-Woburn Collaborative
14 Powder House Circle
Wilmington, MA 02210

Linda Raymond
Woburn Neighborhood Association, Inc.
10 North Maple Street
Woburn, MA 01801

Curtis M. Richards
Olin Corporation
3855 North Ocoee Street, Suite 200
Cleveland, TN 37312

Martha K. Stevenson
Wilmington Environmental Restoration
Committee
7 Chandler Road
Wilmington, MA 01887

Laura Swain
Commonwealth of Massachusetts Department
of Environmental Protection
One Winter Street
Boston, MA 02108


Daniel R. Deutsch

CLARK HILL

Eric M. Hocky
T (215) 640-8523
F (215) 640-8501
Email: ehocky@clarkhill.com

Clark Hill PLC
Two Commerce Square
2001 Market Street, Suite 2620
Philadelphia, PA 19103
T (215) 640-8500
F (215) 640-8501

clarkhill.com

May 6, 2020

VIA E-FILING

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington DC 20423

Re: **New England Transrail, LLC d/b/a Wilmington & Woburn Terminal
Railway-Construction, Acquisition and Operation Exemption-in Wilmington
and Woburn, Massachusetts**
Docket No. FD 34797 (Sub No. 1)
Further Status Report

Dear Ms. Brown:

By this letter, Petitioner New England Transrail (“NET”) and Wilmington Woburn Intermodal, LLC (“WWI”)¹ provide their joint further status report pursuant to the April 5, 2019 Board decision, as amended by the October 24, 2019 Board decision, which requires the parties to submit a status report by November 8, 2019, and every 90 days thereafter. NET and WWI filed their joint most recent report on February 6, 2020 as required.

As noted in previous reports, in October 2018, representatives of WWI presented to the Wilmington Board of Selectmen, WWI’s concept for a potential project alternative to the project which is the subject of NET’s petition before the Board. The parties apprised Danielle Gosselin in the Board’s Office of Environmental Assessment of those preliminary discussions. The conceptual alternative would involve an expanded version of its proposed warehouse for the bulk transfer and storage of retail and other commodities.

¹ In November, 2018, NET petitioned to substitute WWI as the Petitioner. WWI is a joint venture between NET and commercial developer GFI Partners. That petition is still pending with the Board. Nevertheless, WWI is joining in this status report.

Ms. Cynthia T. Brown
May 6, 2020
Page 2

WWI (and NET) received a copy of the Olin / EPA Interim Action Feasibility Study ("IAFS") on April 30, 2020. The issuance of this cleanup plan will be followed by public comment and further negotiation of the plan with involved parties, and ultimately the release of Record of Decision ("ROD") regarding cleanup of the subject property. A final cleanup plan is expected to be released by EPA over the upcoming summer months.

WWI (and, by extension, NET as an investor in it) have not had the opportunity to fully review the documents, nor have they had an opportunity to discuss with any other stakeholders any potential areas of variance or benefits of their proposed development in the context of the IAFS. In the coming weeks, WWI (and NET) expect to complete their internal review of the IAFS, and following that review, to also continue discussions with relevant shareholders

Please let us know if the Board has any questions concerning this report.

Respectfully,

CLARK HILL PLC

/s/ Eric M. Hocky

Eric M. Hocky

Attorneys for New England Transrail and
Wilmington Woburn Intermodal, LLC

EMH/e

cc: Danielle Gosselin, OEA (by email)
Daniel Deutsch, Esq. (by email)
Attached Service List

Ms. Cynthia T. Brown
May 6, 2020
Page 3

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of May, 2020, a copy of the foregoing "Further Status Report" was sent by U.S. Mail to the following Parties of Record:

Daniel R. Deutsch
Principal and Managing Attorney
Brooks & DeRensis, P.C.
111 Devonshire Street, Suite 800
Boston, MA 02109

Steven C. Armbrust
CSX Transportation, Inc.
500 Water Street, J150
Jacksonville, FL 32202

Kathleen M. Barry
Wilmington-Woburn Collaborative
14 Powder House Circle
Wilmington, MA 02210

Linda Raymond
Woburn Neighborhood Association, Inc.
10 North Maple Street
Woburn, MA 01801

Curtis M. Richards
Olin Corporation
3855 North Ocoee Street, Suite 200
Cleveland, TN 37312

Martha K. Stevenson
Wilmington Environmental Restoration Committee
7 Chandler Road
Wilmington, MA 01887

Ms. Cynthia T. Brown
May 6, 2020
Page 4

Laura Swain
Commonwealth of Massachusetts
Department of Environmental Protection
One Winter Street
Boston, MA 02108

William Walsh-Rogalski (Mail Code ORA 17-1)
Office of Environmental Review,
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

/s/ Eric M. Hocky
Eric M. Hocky



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

May 8, 2020

TO: Board of Selectmen

RE: Summer Beach Program

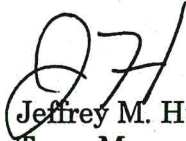
As you know, COVID-19 virus has been a major disruption to a wide variety of events. Discussions have taken place with Karen Campbell, Recreation Director, about her program offerings. Several recreation trips have already been canceled. The summer beach program typically begins in early June and continues through the second Sunday in August. There remains uncertainty over the types of business re-openings and activities that will be permissible in the coming months. Programs like the summer beach program require significant advance planning. In February, prior to concerns about COVID, lifeguards and staff who have worked for the Town in the past were invited to return. I suspect many of these individuals are questioning whether they can count on a job this summer.

After discussions with Karen Campbell, Shelly Newhouse, Police Chief Joe Desmond and Fire Chief Bill Cavanaugh, I have decided that the beach program will not take place this summer. This is not an easy decision to make as many Wilmington residents, and friends and family of Wilmington residents, have used the beach at Silver Lake as a great spot to gather and cool off from the summer heat. The safety of patrons who would attend the beach and our staff is paramount. I also believe that a responsibility exists for me to provide as much notice to the individuals who have been invited to work for the Town as soon as possible if the program will not be held so that they can pursue other employment options.

The attached communication from Karen Campbell describes considerations that have led to this decision. As noted, efforts to recruit new lifeguards have been largely unsuccessful. Since the primary responsibility of the lifeguards is to monitor activities in the water, the expectation is that in a "best case" scenario, the program would require additional staff beyond the normal complement to monitor social distancing and possibly to confirm that patrons are wearing masks. Oftentimes attendees arrive at the beach in groups which might include families and friends. While historically this is not a problem, given current circumstances lifeguards and/or gate attendants, most of whom are high school or college students, would be required to make decisions about whether a group can remain together or where these groups should locate on the beach to maintain proper distancing from other beach attendees. The social distancing requirements will further reduce the number of attendees in the beach area at the same time and place responsibility on these student employees for managing that entire process.

The beach parking area and beach area itself will remain closed until further notice. Permitting the area to open or permitting swimming at "your own risk" will lead to large crowds gathering on the beach during good weather days. Police officers will be placed in the position of dispersing these crowds which will undoubtedly frustrate the beachgoers. The drownings that have occurred at Silver Lake over the years have all occurred during times that the beach was not monitored by lifeguards.

Based upon the information that is available at this time, I believe that this is the best course of action.



Jeffrey M. Hull
Town Manager

Attachment

cc: Kerry Colburn-Dion, Assistant Town Manager/Human Resources Director
Karen Campbell, Recreation Director
Shelly Newhouse, Health Director
Joseph Desmond, Police Chief
William Cavanaugh, Fire Chief

Proposed Closing of Town Beach for Summer, 2020

Our first and foremost concerns are for the safety and health of our residents and the beach staff. Although the State has not issued definitive guidelines yet for the opening of beaches, preliminary advisories set forth by the CDC indicate social distancing, very limited capacities, disinfection and sanitation requirements and the expectation that all staff and patrons wear masks. While some Massachusetts municipalities are trying to meet these expectations for their pools or larger beaches, others are opting to close for this summer. They are trying to do this in a timely manner so that staff may try to get new positions, and residents can be notified.

Some points to consider if Town Beach were to be open:

- + We currently have 10 returning Lifeguards. We need at least 15 (20 is best) to be staffed for the summer. There are currently no certification classes being offered. We have had the position posted since January. There has been one inquiry, and that person is not yet certified. How do we get more Lifeguards?
- + Do those 10 Guards even still intend to return this summer? Will their parents want them to be faced with increased job requirements and exposure to the general public this summer?
- + How do we keep people away from each other? Especially families with children? Our swimming area is very small – how are people kept at a distance from one another? Some towns are adding police details to help enforce new rules – does WPD have the bandwidth to assist at the beach?
- + Would Lifeguards be required to enforce social distancing? Would staff levels need to increase to monitor social distancing as well as to ensure water safety?
- + Would we need to add another staffed exit from the beach to ensure one way in, one way out foot traffic?
- + Would we be able to procure any required PPE's? One CDC advisory said that Guards should have N95 masks. Would we be able to purchase these?
- + The current advisory has Lifeguards wearing masks. How do they blow their whistles? How do they stay hydrated? How do they make themselves heard?
- + If someone has been to Town Beach, and then tests positive for COVID 19, the beach would probably be shut down, despite all plans to be available.
- + How do we keep social distancing at the beach playground?
- + Even if we were to open, we would not be able to open the bath house for restrooms, per Shelly Newhouse, Health Director. Will this lead to unsanitary practices in the lake?

The second concern is financial. The Recreation Department normally funds the beach operations, and costs are partially mitigated by non-resident fees. We would still need to allow non-residents (because of state grant money that was accepted years ago). The Recreation Department has had to cancel all programs and trips from mid-March through June, so far, and will probably have to cancel most summer programs. Last year's beach staff salaries were almost \$50,000, which would be anticipated to increase

this summer due to the increase in minimum wage. If staffing levels and supply costs rise in response to COVID 19 issues, this would be a large burden on the Recreation Department.

In light of all these issues and concerns, the limited enjoyment of a small population at the beach this summer is outweighed by the health risks to patrons and staff. As disappointing as it may be to some, the Town Beach should be closed to ensure safe practices and social distancing.



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

May 1, 2020

TO: Board of Selectmen

RE: Class of 2020

A week ago I received an email from Nicole Walker, a Wilmington resident, seeking support for the graduating class of 2020. Ms. Walker and another resident, Jennifer Erickson, are seeking to sell Wildcat flags to demonstrate community support and unity for our students who have lost a portion of their school year and, in particular, the senior class who will be graduating. As of April 23rd Ms. Walker and Ms. Erickson had sold 125 flags.

In an effort to support this effort and show the Town's support for our graduating seniors, the Town will be purchasing 60 flags to be displayed along Church Street and Middlesex Avenue in the same manner the American flags are displayed in the lead up to Memorial Day. Flags will also be on display at Town buildings. The flags are Wildcat blue with Wildcat mascot. It is a great loss for the high school and college graduating class of 2020 to miss out on the various gatherings that, for generations, have been a rite of passage. We hope that in some small way this effort to fly the Wildcat flag will acknowledge the hard work and commitment of both our seniors and their parents.


Jeffrey M. Hull
Town Manager





Town of Wilmington
121 Glen Road
Wilmington, MA 01887

Dept. of Veterans' Services
Louis Cimaglia IV, Director

Phone (978) 694-2040
Fax (978) 284-8374

May 4, 2020

Board of Selectmen,

Due to the current social distance requirements, the Wilmington Department of Veterans Services has regretfully decided to cancel the Memorial Day parade originally scheduled for Monday, May 25, 2020. The traditional ceremony will be held at the Veterans' Lot and Soldiers Monument at Wildwood Cemetery at 11:00 AM on Monday May 25. While the public is welcome to attend, any social distancing measures that are in place will be followed. The public is also welcome to assist with decorating Veterans' graves at Wildwood Cemetery at 8:00 AM on Saturday May 23, and decorating Monuments and Squares beginning at 10:15 AM. On Sunday, May 24 at 1:00 PM, the Police Station Monument will be rededicated, followed by a short Ceremony on the Town Common at 1:15 PM to honor all of Wilmington's fallen heroes and learn the stories behind our monuments. A complete schedule of the weekend's events is attached.

Thank you,

Lou Cimaglia IV
Director, Veterans Services

"Somewhere...every second of every day...there is a soldier protecting our way of life...God bless them."

MEMORIAL DAY ACTIVITIES 2020

Saturday May 23, 2020

- 8:00 A.M.** Decoration of Veterans' Graves at Wildwood Cemetery (**Public Invited**)
10:15 A.M. Decoration of all Squares and Memorials (**Public Invited**)
Families of Veterans with Parks/Squares/Memorials are invited to attend
(Please refer to Sunday's schedule for the order in which they will be decorated)
Starting at Vietnam Veterans' Memorial- Wilmington Memorial Library
Taps will be played at all squares by Ken Michaud (United States Navy)

11:00 A.M.

Monday May 25, 2020

- Veterans' Lot and Soldiers Monument- Ceremonies
Flag Ceremony - All Color Guards
The National Anthem:
Invocation -
Master of Ceremonies - Lou Cimaglia IV, Director, Department of Veterans' Services
Introduction of Dignitaries: (Gold Star Families)

Sunday May 24, 2020

Placing of Wreath: Gold Star Families

Rededication of Parks, Squares, and Monuments

- 1:00 P.M.** Police Station Monument (**Public Invited**)
Memorial Shrine - Saint Thomas of Villanova (public invited)
- 1:15 P.M.** **Town Common Reading of all squares and names (Public Invited)**
At Veterans Monument on Town Common - Rededication of Following Squares:
William Harrison Square, Adams and Church Street
Vietnam Veterans' Memorial - Wilmington Memorial Library
Robert W. Parent Memorial Vietnam - Old Town Hall, Middlesex Avenue
Rogers Park WW1 - Middlesex Avenue by Town Pound
Ronald Eaton Square Korea - Glen Road and Main Street
Missing at Sea Sailors - Silver Lake at Main Street
John F. Landry Jr. Memorial Iraq- Main Street at Silver Lake
Antonio Gagnon Korea- Main Street at Silver Lake
John J. Fullerton, Jr Vietnam. Memorial - Grove Avenue
Richard Welch M.I.A. Memorial Vietnam - Main Street and Bridge Lane
Nee Park WWI- Burlington Avenue and Chestnut Street
Berrigan Park WWII - Lower Main Street and Cook Avenue
Wilmington Veterans Memorial at Yentile Park - Cross Street
John A. Rich Memorial Vietnam - Lowell Street near Textron
Veterans Memorial Bridge at Lowell Street
Drew Square WWII- Woburn Street and West Street
Buttenworth Square WWII- Federal at Concord Street
Regan Park WWI - Salem Street
Old Soldiers Lot - Wildwood Cemetery
WWI Cannon- Wildwood Cemetery

Musical Presentation -

- Lincoln's Gettysburg Address read by: Rebecca Russo
Poem read: Katie McConologue
Wilmington Veterans Roll Call of Killed in Action/ Missing in Action
Rifle Volley - Wilmington's Police Department Rifle Team
Cannon Volley - Wilmington Minutemen
Taps - Ken Michaud (United States Navy)
Benediction -

*"Let us not mourn that such men died
But rejoice that such men lived."
~General George S. Patton~*



TOWN OF WILMINGTON

121 GLEN ROAD
WILMINGTON, MA 01887

THE OFFICE
OF TOWN CLERK

VOICE (978) 658-2030
FAX (978) 657-7564

PRESS RELEASE

Office of Town Clerk Seeks Election Workers

As you know, the emergency conditions brought on by the COVID-19 pandemic are impacting every aspect of governmental functions, including the administration of elections. Numerous election and public health experts unanimously recommend that for at least the spring elections, and perhaps even for the fall elections, communities recruit election workers from the population of their residents that are the least vulnerable to the virus and its complications.

The Wilmington Office of Town Clerk is seeking election staff for the upcoming Annual Town Election, to be held on **Saturday, June 20, 2020**. The election hours are from 8:00 a.m. to 8:00 p.m., but including set up and closing potential working hours are from 7:00 a.m. to 9:00 p.m. Workers would not be asked to work all day, as recommendations are for shorter shifts.

Candidates should not be within the list of COVID-19-vulnerable categories. Thus they should be under the age of 65 with no underlying medical conditions. Election workers must be registered voters, however state law does allow for a certain number of 16- and 17- year old workers for each precinct. These are paid positions.

Anyone interested in working should contact Town Clerk Christine Touma-Conway by email at ctouma-conway@wilmingtonma.gov, or call the Office of Town Clerk at 978-658-2030. Messages left will be answered promptly.

###



Wilmington Fourth of July Committee

In light of the ongoing pandemic, the Wilmington Fourth of July Committee has voted to cancel the 2020 Fun on the Fourth Celebration.

We needed to make a decision at this time due to final planning requirements, including pending contracts with vendors involved in presenting the Celebration.

The Committee will be meeting during the Summer to discuss the possibility of organizing a one-day event in the Fall, including fireworks, if conditions allow. We will provide updated information once it is available.

While we are certainly disappointed, we look forward to the return of the traditional Celebration in 2021.

Thank you and we wish everyone well,

The Wilmington Fourth of July Committee



TOWN OF WILMINGTON
DEPARTMENT OF PUBLIC WORKS
Office of the Director
121 Glen Road
Wilmington MA 01887
(978) 658-4481

May 7, 2020

Mr. Jeffrey Hull, Town Manager
Town of Wilmington
121 Glen Road
Wilmington, MA 01887

Re: 21 Day Notice – 2020 Vegetation Management

This letter is to inform the Town of Wilmington of the intention to selectively spray herbicides within Town owned Rights of Way, pursuant to 333 CMR 11.05-11.07 Rights of Way Management. This treatment is conducted as a component of an integrated vegetation management program which also utilizes mechanical and natural control techniques.

The Town of Wilmington's five-year Vegetation Management Plan (VMP) for 2020-2024 and Yearly Operations Plan (YOP) for 2020 is posted on the Town of Wilmington's Tree Division website: http://wilmingtonma.gov/Pages/WilmingtonMA_PublicWorks/tree. A hard copy can be provided upon request.

All of the herbicides selected for this program are registered by the Federal Environmental Protection Agency, the Massachusetts Pesticide Board, and are recommended for use in and around sensitive areas jointly by the Massachusetts Pesticide Bureau and Massachusetts Department of Environmental Protection. The potential herbicides used as part of the Plan are listed on page 4 in the Yearly Operations Plan.

Foliar herbicide treatments will take place between June 1, 2020 and October 21, 2020. The exact time is dependent upon weather conditions and field crew availability. Treatments will be made by licensed / certified applicators.

In compliance with 333 CMR 11.06-11.07, no herbicide applications will occur before the conclusion of the 45-day YOP review period, the 21-day treatment notice, and the 48 -hour newspaper notice. At the end of the these review periods, which can run concurrently, no application shall commence more than ten days before nor conclude more than ten days after the treatment periods listed above.

The treatments will be performed by in-house Wilmington DPW crews. For inquiries concerning the safety of the herbicides please contact:

Director of Rights of Way Program
Department of Agricultural Resources
251 Causeway Street, Suite 500
Boston, MA 02114-2151

Technical questions related to the treatment program, VMP, or YOP may be directed to DPW Operations Manager Jamie Magaldi at 978-658-4481.

Sincerely,

Jamie M. Magaldi, PE, MCA
Operations Manager / Tree Warden

cc: Board of Health, Planning & Conservation, Water Department, Massachusetts Pesticide Bureau

Water & Sewer
Tree

Highway & Fleet Maintenance
Engineering

Parks & Grounds
Cemetery

From: Walsh, Annemarie B [<mailto:annemarie.walsh@eversource.com>]
Sent: Monday, May 4, 2020 7:05 PM
To: Jeffrey Hull <jhull@wilmingtonma.gov>; 'wfdchief@town.wilmingtonma.gov' <wfdchief@town.wilmingtonma.gov>; 'kcoleburn-dion@wilmingtonma.gov' <kcoleburn-dion@wilmingtonma.gov>; Joseph Desmond <jdesmond@wpd.org>; Wilmington Public Works <dpw@wilmingtonma.gov>
Subject: [EXTERNAL] Eversource - Work in the Town of Wilmington

Hello,

Crews will be performing maintenance work on existing access roads along the Eversource transmission corridor in Wilmington. Work is scheduled to begin in early May and is expected to be complete by the end of June 2020 (weather permitting). When the project is completed, crews will restore any areas that were disturbed by the work. The hours for construction are typically 7:00 a.m. to 6:00 p.m. Monday through Saturday.

- *This work will take place on the right-of-way in Wilmington off of Chestnut Street, Main Street, Old Main Street, Border Avenue, and the town lines with Burlington and Woburn.*

The nearby property owners are being mailed a Start of Construction notification. It includes a 1-800 number and an email address if they would like additional information. Copies of the Start of Construction letters for this project are also attached for your records.

The safety of our employees, our customers, and the public is our top priority during the ongoing coronavirus public health crisis. Our commitment to safety, first and always, is continuous.

At the same time, Eversource must fulfill its foundational mission to deliver safe, reliable services to our customers, in support of the economic health of New England and the basic needs of society.

This mission is more important than ever at this deeply unsettled time. We continue to call on our employees and contractors to perform essential work in the field that maintains and improves the reliability of our networks and serves customers' best interests, while also adapting our work practices to incorporate social distancing, heightened hygiene, and other best practices to protect their, and the public's, health and avoid the spread of coronavirus.

Annemarie Walsh

Community Relations and Economic Development Specialist | **EVERSOURCE**
247 Station Drive - Waltham, Westwood, MA 02090 | 📞 617-327-6152

May 4, 2020

Dear Neighbor,

The safety of our employees, our customers, and the public is our top priority during the ongoing coronavirus public health crisis. Our commitment to safety, first and always, is continuous.

At the same time, Eversource must fulfill its foundational mission to deliver safe, reliable services to our customers, in support of the economic health of New England and the basic needs of society.

This mission is more important than ever at this deeply unsettled time. We continue to call on our employees and contractors to perform essential work in the field that maintains and improves the reliability of our networks and serves customers' best interests, while also adapting our work practices to incorporate social distancing, heightened hygiene, and other best practices to protect their, and the public's, health and avoid the spread of coronavirus.

Essential work is activity that maintains or improves the condition of our system and supports our delivery of safe and reliable energy and other services, including the replacement or installation of electrical lines, structures/poles, and related equipment.

During this time, Eversource will follow social distancing and other health and safety guidelines in our community outreach efforts, including becoming more reliant on other forms of notifications, including letters, email and/or phone calls, instead of door hangers and in-person visits.

We Are Always Working to Serve You Better

Starting soon, crews from ATL Construction, Inc. will be performing maintenance to our existing access roads along the electric transmission corridors in Burlington, Wilmington, and Woburn.

Burlington – This work will take place in the right-of-way off of Locust Street, through Mill Pond Reservation, and extending to the Wilmington town line.

Wilmington - This work will take place in the right-of-way off of Chestnut Street, Main Street, Old Main Street, Border Avenue, and extending to the town lines of Burlington and Woburn.

Woburn – This work will take place in the right-of-way off of Breed Avenue, Merrimac Street, New Boston Street, Commerce Way, Constitution Way, Dragon Court, and extending to the Wilmington town line.

What You Can Expect

Since your property is on or near the project route, here is important information about how we will work in your neighborhood:

- **Reliable Service:** Be assured that this work will not interrupt electric service to your property.
- **Proper Identification:** All people working on this project carry identification.
- **Where We Will Be Working:** Construction activity will take place within the existing right of way (powerline corridor) in Burlington, Wilmington, and Woburn.
- **Communication:** Keeping the lines of communication open is important to us. Feel free to reach out to us by email at ProjectInfo@Eversource.com or call 1.800.793.2202 if you have any questions.
- **Construction Hours:** The hours for construction are 7 a.m. to 6 p.m. Monday through Saturday.
- **Construction Activities:** Project construction will occur in phases, including the following:
 - Construction vehicles on the right of way, including heavy equipment, though we will make every effort to minimize any impact to your property.
 - Site grading, mowing/vegetation removal, adding gravel to the existing access roads
 - When the project is completed, crews will restore areas that were disturbed by the work.
- **Project Completion:** We expect all work, including restoration, to be complete by the end of Summer of 2020.

For More Information

Keeping the lines of communication open is important to us. We would like to connect with you to discuss the proposed project, as well as obtain the best contact phone number and e-mail address to reach you moving forward. Please contact Ed Marin at 781-552-2979 to provide that information or to discuss the project. You can also contact our projects hotline at 1-800-793-2202 or send an email to ProjectInfo@eversource.com.

Continued >

Eversource is committed to being a good neighbor and doing our work with respect for you and your property. We will continue to provide regular project notifications via mailings, phone calls, and emails. Thank you for your patience as this important project moves forward.

Brian McDevitt

Brian McDevitt
Project Manager -- Eversource Energy

The following are the upcoming stages of the construction process associated with this work:

Work Area Preparation

Construction vehicles and equipment must be able to access each transmission structure. For these vehicles, we will build or enhance gravel roads to provide access to structure locations. We'll also install level work pads to create a stable work area for equipment, such as drill rigs and cranes.

We use timber mats in or around wetlands to protect these environmentally sensitive areas. Temporary soil erosion and sedimentation controls (for example, silt fences and straw bales) and other environmental controls may be installed near the work areas during construction. We will maintain these controls as needed throughout the construction process. Typically, these environmental controls are removed after construction, though some may remain until the area is restored.



Photos show typical work areas and are for illustration only.



Town of Wilmington
Office of the Town Manager
121 Glen Road
Wilmington, MA 01887-3597

PHONE: (978) 658-3311

FAX: (978) 658-3334

TTY: (978) 694-1417

WWW.WILMINGTONMA.GOV

May 4, 2020

Catherine Racer, Associate Director
Department of Housing & Community Development
Division of Housing Development
Suite 300
100 Cambridge Street
Boston, MA 02114

RE: Wilmington Princeton Apartment Homes 40B Project

Dear Ms. Racer:

I am writing in support of Princeton Development LLC's proposed LIP 40B development at the corner of Jefferson Road and Middlesex Avenue in Wilmington. The location of the proposed project is ideal for residential units as it is located adjacent to the North Wilmington MBTA Commuter Rail station, groceries and other services. This area of North Wilmington was identified in the Town's Master Plan as a location for mixed-use development including multi-family residential development to create a village type setting.

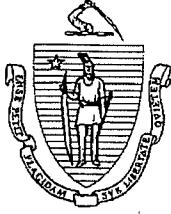
The proposed project consists of 108 rental units in two buildings with 20% of the units affordable at 50% Area Median Income. A local preference will be sought for the affordable units at first lease up and this project will help provide additional rental housing options in Town, with both market-rate and affordable units, in a location that is transit oriented and furthers the goals of the Wilmington Master Plan.

The developer and the Town of Wilmington have executed a Memorandum of Agreement (MOA) to memorialize the components of the project and the commitments of both parties. The MOA includes an agreement to height limitations, number of units, distribution of bedrooms and public realm and utility improvements. The MOA also outlines expectations for the permitting process. The attached MOA serves as evidence of the Town's support and commitment to the project and we request that the Department reference the agreement in the Project Eligibility Letter as such.

The Town supports the proposed LIP 40B development as it has been described and presented and looks forward to a full review of the project during the local permitting process. Please feel free to contact me with any questions at jhull@wilmingtonma.gov or 978-658-3311.

Sincerely,


Jeffrey M. Hull
Town Manager



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

May 4, 2020

Gregory B. Bendel, Chair
Board of Selectman
Town of Wilmington
121 Glen Road
Wilmington, Massachusetts 01887

Andrew Chaban
Princeton Development LLC
1115 Westford Street
Lowell, Massachusetts 01851

RE: Princeton Apartment Homes, Wilmington, Massachusetts
Determination of Project Eligibility under the Local Initiative Program (LIP)

Dear Messrs. Bendel and Chaban:

I am pleased to inform you that your application for project eligibility under the Local Initiative Program (LIP) for the proposed Princeton Apartment Homes project has been approved. This approval is based on your application that sets forth a plan for the development of 108 rental units. The proposed rents for the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock.

As part of the review process, Department of Housing and Community Development (DHCD) staff has performed an on-site inspection of the proposed project sites. DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of LIP, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible in the context of the Wilmington housing market;
5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;

6. The project sponsor and the development team meet the general eligibility standards of LIP;
7. The project sponsor has an executed Purchase and Sale agreement for the site.

The proposed project must comply with all state and local codes not specifically exempted by a comprehensive permit.

Please provide us with a copy of the comprehensive permit as soon as it is issued. The DHCD legal office will review the comprehensive permit and other project documentation. Additional information may be requested as is deemed necessary. Following the issuance of the comprehensive permit, the specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project developer, and DHCD prior to starting construction.

As stated in the application, the Princeton Apartment Homes' project will consist of 108 units, 22 of which will be affordable; all will be eligible for inclusion in the Town's subsidized housing inventory. The affordable units will be marketed and rented to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

The conditions that must be met prior to final DHCD approval include:

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with the *Comprehensive Permit Guidelines, Section III, Affirmative Fair Housing Marketing Plans*;
2. Any changes to the application it has just reviewed and approved, including but not limited to alterations in unit mix, rents, development team, unit design, site plan and financial pro forma reflecting land value, must be approved by DHCD;
3. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restriction on occupancy may be imposed on the affordable unit (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units); and
4. The Town shall submit to DHCD the finalized details of the comprehensive permit.

Page 3
Princeton Apartment Homes – Wilmington, MA

As the Princeton Apartment Homes project nears completion of construction, DHCD staff may visit the site to ensure that the development meets program guidelines.

When the units have received Certificates of Occupancy, the developer must submit to both DHCD and the Wilmington Board of Selectmen a project cost examination for the comprehensive permit project.

This letter shall expire two years from this date or on May 4, 2022, unless a comprehensive permit has been issued.

We congratulate the Town of Wilmington and Princeton Development LLC on your efforts to work together to increase the Town's supply of affordable housing. If you have any questions as you proceed with the project, please call Alana Murphy at 617-573-1301.

Sincerely,



Catherine Racer
Associate Director

cc: Valerie Gingrich, Director of Planning and Conservation
Jeffrey Hull, Town Manager
Daniel Veerman, Zoning Board of Appeals
Office of the Chief Counsel, DHCD

Enc.

RESPONSIBILITY FOR COST CERTIFICATION:

By your signature below, Princeton Development LLC, acknowledges and accepts this approval letter, including the obligation under law to provide the Department of Housing and Community Development and the Town of Wilmington with a project cost examination.

Signature: _____

Name (print): _____

Date: _____

Upon receipt, please make copy of this letter and return a signed copy to Division of Housing Development, Department of Housing and Community Development, 100 Cambridge Street, Boston, MA 02114 ATTN: Local Initiative Program

Princeton Apartment Homes, Wilmington, Massachusetts

LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT

Sponsor:
Princeton Development LLC
1115 Westford Street
Lowell, MA 01851

Project Addresses:
Jefferson Road
Wilmington, MA 01887

This project will provide rental opportunities according to the following breakdown:

Type of Unit	# of Units	# of Bdrms.	# of Baths	Gross SF	Utility Allowance	Maximum Rent
Market Units	43	1	1	700-900	N/A	\$2,295
	34	2	2	1,050-1,250		\$2,750
	9	3	2	1,300-1,400		\$3,300
LIP Units	11	1	1	700-900	N/A	\$908
	9	2	2	1,050-1,250		\$1,063
	2	3	2	1,300-1,400		\$1,199
Total Units	108					