

TOWN OF MEDFIELD

# MEETING NOTICE

POSTED:  
  
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

## Board of Selectmen

### Board or Committee

<u>PLACE OF MEETING</u>	<u>DAY, DATE, AND TIME</u>
Town Hall, Chenery Meeting Room, 2 <sup>nd</sup> floor	Tuesday May 14, 2019 @ 7:00 PM

## AGENDA (Subject to change)

7:00 PM Call to order

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

### Appointment

7:05 PM Medfield Garden Club / discuss request for funding for beautification work

7:20 PM Jean Mineo / discuss request to approve a year of placemaking activities at MSH

### Citizen Comment

### Action Items

Board of Selectmen are requested to vote to sign Municipal Police Training Council Exemption for Police Chief Guerette

Selectmen are requested to vote to authorize Chairman Murby to endorse HPP certification letter dated May 14, 2019 for the Medfield Meadows project, 41 Dale Street, which has been approved by the ZBA. The decision will be filed with the Town Clerk on May 10, 2019 (allows for one year of safe harbor, 5/10/19 to 5/9/2020)

Selectmen are requested to vote to authorize Chairman Murby endorse "2019 Rents" letter for Hillside Village, 80 North Meadows Road, acknowledging that HUD has raised the AMI found in the previously Regulatory Agreement

Selectmen are requested to vote to authorize Chairman Murby to endorse 'Affordable Fair Housing Marketing Plan for Affordable Units' letter for Hillside Village acknowledging that the AFHMP has been approved by the Town. The AFHMP has been previously submitted and this confirmation is a formality.

Selectmen are requested to vote to authorize Chairman Murby to endorse eligibility letter regarding MHP Technical Assistance application pertaining to The Rosebay

DPW Director Maurice Goulet requests the Selectmen vote to sign:

Chapter 90 Final Report for Engineering Main Street reimbursement in the amount of \$17,100.00  
State Aid Reimbursable Programs, Final Report for Engineering Philip Street in the amount of \$90,013.00  
State Aid Reimbursable Programs, Final Report for North Street Milling in the amount of \$10,292.10  
State Aid Reimbursable Programs, Final Report for Causeway Resurfacing in the amount of \$96,057.31  
E. L. Harvey contract

DPW Director Maurice Goulet to present 2019 Roadwork/Pavement Management Projects

Board of Selectmen are requested to vote to sign License with Charlie Harris for the June 23, 2019 Car Show at the MSH

Selectmen are requested to vote to sign Ground Lease Agreement pertaining to the Kingsbury Club installation of solar panels on the property located at 2 Ice House Road. Town Administrator Trierweiler to speak

Troop 10 cordially invites the Selectmen to attend the Eagle Court of Honor on Saturday June 8, 2019 for Ross P. Johnson and Gabriel Muir Springer

Selectmen are requested to vote to sign Eagle Scout Citations for Brian M. Schubert, Nicholas Joseph Iannone III and Isaac Drew Popper. Eagle Court of Honor will be held Saturday May 18 2 PM at the United Church of Christ

#### Discussion Items

Advertising at the Transfer Station  
Car Wash Policy  
Medfield State Hospital

#### Pending

Fraud Risk Assessment Policy

#### Licenses and Permits (consent calendar)

Memorial Day Committee respectfully requests a parade permit and a discharge of firearms permit for Monday May 27, 2019. Selectmen are cordially invited to participate in the parade and ceremony

A one-day wine and malt beverage permit is requested by the American Legion for Monday May 27, 2019

Selectmen are requested to vote to grant a one-day wine and malt beverage permit for the Kells Beer Company, Thomas Wilber Manager for May 18 event, Brew Moon Hike at Rocky Woods Reservation

Christine McCue, on behalf of the Zullo Gallery requests permission to post signs promoting the annual art festival fundraiser. This year the event takes place on Friday June 7 and titled "Funk Friday Festival". Prior years this event was held on Saturday

Norfolk Hunt Club requests a one-day wine and malt beverage permit for their May 23 event, "Grounds for Celebration Fundraiser" 6-10PM

#### Town Administrator Update

#### Review Board of Selectmen Action List

#### Selectmen Report

#### Informational

Recognition letter received from the Arbor Day Foundation  
Packet of information from Medfield Conservation Commission

Financial information as of 12/31/18 from Comcast

Received copy of MASS Coastal Railroad's 2019 operational plan and environmental monitor notice



Mr. Michael Marcucci  
Mr. Gus Murby  
Mr. Osler Peterson

March 27, 2019

Gentlemen:

The Medfield Garden Club is writing to you to address recent misleading statements raised in letters from three of our members. They questioned the Club's March 8, 2019 request for \$2500 in funding from the Town of Medfield's Local Meal Tax Fund to defray the cost of ongoing renovation and maintenance for the Club's twenty-two municipal planting sites around Town. It is important to note that these three members represent only 3% of our membership.

The three members who wrote are (1) not on the MGC Board, (2) do not hold leadership positions in the Club, (3) did not come to the MGC Board before opposing the Club's request (4) ignored a unanimous MGC Board decision on March 6, 2019 to apply for \$2500 in funding from the Town, and (5) compromised the MGC's ongoing mission of four-season civic beautification in the Town of Medfield.

The Medfield Garden Club has a long history of volunteerism in Town. The club maintains twenty-two TASC sites, including the containers at the front of Town Hall, and supplies all the wreaths, greens and swags on Medfield's downtown public buildings. We are honored this year to introduce a new TASC site, the Pinky Meader Memorial Bench and Garden at Meetinghouse Pond with a dedication ceremony in May.

For eighty-five years, the Medfield Garden Club has self-funded its efforts to maintain its civic beautification sites through two major fundraisers: a spring plant sale and a winter holiday greens sale. Unfortunately, these fundraisers continue to be increasingly challenging which makes your financial support all the more impactful. A donation from the Town to help sustain our volunteer work in the community is a show of support, appreciation and encouragement. Our members work hard to fund-raise, to beautify the Town and to deliver on our mission of education and conservation. This money feels like a positive nod from the Town to recognize our efforts.

Many of our community service projects are not as obvious as our TASC sites, but we would like you to know about our other ongoing volunteer programs with Meals on Wheels, the Council on Aging, Garden Therapy at the Thomas Upham House, Art 'N Bloom, floral arrangements for the Lions Chowderfest, community-wide programming and lectures at the Medfield Public Library, donations to Vine Lake Cemetery for tree replacements, a DPW luncheon as a thank you to Town employees for partnering with us in our TASC sites, and free gardening advice and handouts at our booth on Medfield Day.

We self-fund every one of our community service projects; in fact, the cost of self-funding these projects has become so significant that we added a Community Service line in our latest budget. Your contribution to our TASC expenditures will allow us to increase funding to help us fulfill our other missions within the community. We are a non-profit organization completely dedicated to serving the Town of Medfield, and it is in this spirit of dedication to the community that we request a contribution from the Local Meal Tax Fund.

Non-profits are advised to have a cash reserve equal to one year's operating budget, particularly in this age of diminishing philanthropy and shrinking fundraising revenue streams. With an average operating budget of \$16,832 (FY16-FY18), the Medfield Garden Club's average \$15,000 cash reserve is entirely appropriate and not to be used for capital or operating expenses.

In 2017, the Town of Medfield generously contributed \$2500 to our civic beautification work, and this support was much appreciated by the Medfield Garden Club Board and club members. We herein affirm our request for \$2500 in a Town contribution to our civic beautification efforts for 2019.

Members of the Medfield Garden Club will be happy to meet with you regarding the request for funding.

Thank you for your continued and generous support of the Medfield Garden Club.

Sincerely,

The Medfield Garden Club Board

Michele Feinsilver, President  
Molly Sliney, incoming Co-President  
Carroll Noel-Mozer, incoming Co-President  
Catherine Belden, Program Chairperson  
Nancy Tella, TASC Chairperson  
Rebecca Stephenson, Plant Sale Chairperson  
Mary Youlden, Secretary  
Mary Harney, Treasurer  
Loretta Carrigan, Membership Chairperson  
Carle Brenton, Hospitality Chairperson

Cc: Kristine Trierweiler

Board of Selectmen  
Meeting date: May 14, 2019  
Submitted by: Sarah Raposa and Jean Mineo

**Request: to approve a year of placemaking activities at MSH**

**BACKGROUND**

In June, 2018 the town applied to the Metropolitan Area Planning Council (MAPC) for technical assistance with creative placemaking activities at MSH to support of the Town's ongoing efforts to plan for the adaptive reuse of certain buildings at the former Medfield State Hospital. The scope of work was signed 2/5/19.

Placemaking is a strategy within the Master Plan (page numbered 143)

*The placemaking track at MSH includes the perpetuation of public access throughout the hospital grounds – walking, dog walking, hiking, as well as hosting special events, such as MSH tours, festivals, car shows, summer concerts, art installations, athletic events and runs, to name a few. Early development of the community gardens should occur. Placemaking activities will maintain public awareness and interest in the site. They will introduce people to MSH who may wish to become future residents or business operators once MSH buildings become rehabbed and ready for use. Placemaking activities, including the development and opening of the Cultural Center, can interest developers in the merit of investing in projects at MSH. Placemaking contributes to the branding of MSH. Placemaking helps assure the successful reuse of MSH.*

Page 145 identifies Placemaking activities (public access, tours, concerts/art events) throughout the development process.

The Cultural Alliance of Medfield (CAM) is assisting through outreach to partners, graphic design, recruiting artists, and fundraising for activities leading up to the signature initiative.

**CREATIVE PLACEMAKING**

- establishes authentic partnerships among artists, planners, community development practitioners, and others to integrate arts into revitalization strategies
- In the long run, placemaking comes from, and is sustained through, programming developed by the community, including civic and social activities in the public realm that are supported by individuals, along with public and private sector support. It is identified as a valuable early action component of the Master Plan.
- To achieve the vision, the focus needs to be on both placemaking and redevelopment. Placemaking is a necessary complement to redevelopment and helps assure MSH is a special place in Medfield.

- Straw Hat Park process is an example with community activities that helped activate the space (outdoor piano, Adirondack chairs, chalkboard: “In this park, I want to...” and “visions and voices” interviews and sidewalk posters).

## **PLANNING TO DATE**

- An advisory group including MAPC, Town Planner, CAM, and local and regional groups and musicians and artists have met three times Feb - March, with additional meetings by phone.
- Goals include
  - connectedness (engage groups/organizations in town, outreach to non-arts audiences, intergenerational/family-friendly, multi-disciplinary),
  - discovery (new surprising activities, stories of the place, local talent),
  - creating a destination (make space more inviting, provide ongoing activity, high quality programs)
- Values include participatory/inclusive, joy/positivity, respect for place
- The concept distilled into a one-day “porchfest” - an afternoon of sequential music performances at 3-4 sites on the campus, that could also include visual arts family activities, food trucks and a picnic. Performers would be positioned on the porches (or another safe place) around the core campus. The audience moves through the campus to experience the performances and the space. <https://www.wbur.org/artery/2018/05/09/guide-to-this-summer-boston-area-porchfests>
- Given the time required to implement, Porchfest is proposed for May 2, 2020 to coincide with ArtWeek (<https://www.artweekma.org/>)
- The advisory group proposes a series of smaller energizing happenings leading up to Porchfest to develop momentum, experiment with different events, build awareness. These include performances but also short-term (1-6 month) projects to provide engagement in winter months and non-scheduled experiences for visitors. The 2016 Thistles public art project (pink “tutus” around the trees) is an example.
- Sarah Raposa and Jean Mineo met with the Buildings and Grounds Committee on May 1, 2019 to present this concept. Potential public safety and public works issues were discussed. The committee voted unanimously to recommend the placemaking activities to the Selectmen for approval.

## **PROPOSED SCHEDULE AND ACTIVITIES**

Note: activities are anticipated as free, open to all, during the daytime, and not envisioned to include alcohol. Where required, Board of Health permits will be sought when food/food trucks are involved. Port-o-lets will be rented on an event basis when needed.

- June 15, 2019: "Dad's Brass Band" performance on the lawn next to the Chapel, to include giant checkers set, papermaking, and a father's day/family theme. Musicians include Medfield residents Justin Cashinghino (<http://www.jdcas.com/biography.html>) and Tom Duprey (<https://www.wellesley.edu/music/facstaff/tom-duprey>). Anticipated audience: 100-200?
- June: plant bulbs or sunflowers to bloom at the end of the summer/fall
- July or Aug: floral arrangements left on site temporarily accentuating architectural elements (porches/stairs/railings) (local photographers/Sr. portrait photo shoots)
- Summer: invite artists to create work on-site; plein air painting and others
- Summer: create a temporary public art project on a portion of the chain link fence. Potential collaboration with the Plastic Bag Reduction Initiative and others using colored plastic bags to create a graphic design, and with Weaver's Guild
  
- Sept/Oct: community mosaic making workshop, temporary installation until demolition. Potential site: ramp behind dining hall.
- Sept/Oct: Create and distribute bee pollinator houses around the site. Potential collaboration with Garden Club for educational programs
- Sept/Oct: install poetry on boarded windows/doors; community selects favorites.
- Oct. 12: preview theatrical performance based on MSH stories shared through the summer
- Nov: period event with 1890s music, crafts, cider/apples inside the Chapel
- Jan/Feb. 2020: impromptu outdoor activity - snowman making contest, snow painting, or "sugar on snow"
- March: "March madness" yarn bomb the basketball court and temporarily decorate the fence and hoops
- April: dog parade with costumes and prizes and band to lead the parade around the core campus. Potential collaboration with Nicky Monahan and Vizsla Club.
- May 2: Porchfest

2 Eagle Scout candidates have proposed to:

1. build Adirondack chairs that could stay on the lawn of the Chapel
2. install a labyrinth on the property as a place of meditation and reflection, with the expectation it would remain until construction or development required its relocation or removal

REFERENCE IMAGES



giant checkers



papermaking



poetry on walls



plastic bag fence weaving (TX)



CD fence collage



yarn-bomb fence



labyrinth



photo op frame



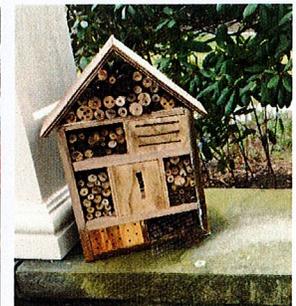
mosaic



a cappella chorus at sledding hill



Porchfest



bee pollinator house



5/14/19 BoS Agenda

Sarah Raposa <sraposa@medfield.net>

## 5/7/19 BoS items

Sarah Raposa <sraposa@medfield.net>

Wed, May 1, 2019 at 9:35 AM

To: "eclarke@medfield.net" <eclarke@medfield.net>, "ktrierweiler@medfield.net" <ktrierweiler@medfield.net>

### BoS Agenda items (Administrative):

1. Authorization for Chair to endorse HPP certification letter dated 5/10<sup>14</sup>/19 as the Medfield Meadows (41 Dale Street) project has been approved by the ZBA and the decision will be filed with the town clerk on Friday 5/10/19 (allows for one year of safe harbor 5/10/19-5/9/20).
2. Authorization for Chair to endorse "2019 Rents" letter for Hillside Village acknowledging that HUD has raised the AMI found in the previously approved Regulatory Agreement.
3. Authorization for Chair to endorse "AFHMP for Affordable Units" letter for Hillside Village acknowledging that affordable fair housing marketing plan has been approved by the town. The AFHMP has been previously submitted and this confirmation is a formality.

4. MHP Technical Assistance application

Sarah Raposa, AICP  
Town Planner  
459 Main Street  
Medfield, MA 02052  
(508) 906-3027  
sraposa@medfield.net  
www.town.medfield.net

**Town Hall Hours (starting 5/7/19): Our late night is changing from Thursday to Tuesday**

M, W, Th: 8:30 am - 4:30 pm

T: 8:30 am - 7:30 pm

F: 8:30 am - 1:00 pm



# TOWN OF MEDFIELD

*Office of*

## BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

**KRISTINE TRIERWEILER**  
*Town Administrator*

May 14, 2019

Department of Housing & Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
Attn: Phil DeMartino

Dear Ms. Chan,

The Town of Medfield is pleased to submit this request for certification of compliance with our Chapter 40B Housing Production Plan (HPP), which the Department of Housing & Community Development approved on October 7, 2016. Our request for certification is based on the following affordable housing production achievements since the plan was approved. Under DHCD's regulations, the annual certification goal for Medfield is 21 units.

<b>Development</b>	<b>Project Type</b>	<b>Number of SHI-Eligible Units</b>	<b>Date Decision Filed with Town Clerk</b>
Medfield Meadows 41 Dale Street	Rental & Ownership	27	5/10/19

Medfield Town staff and volunteer board members have worked diligently toward the design and approval of development projects that create new affordable housing units, meeting community housing needs and the preservation of a historic building. Through these efforts, Medfield has demonstrated a strong commitment to implementing its HPP. With the approval of this 40B project, Medfield qualifies for a one-year certification providing a 40B safe harbor effective May 10, 2019. We would appreciate timely action on this request. Included herein is a copy of the ZBA Decision # 1363 filed with the Town Clerk on May 10, 2019.

If you have questions or need additional information, please contact the Town Planner, Sarah Raposa at 508-906-3027.

Respectfully submitted,

Gus Murby, Chair  
Medfield Board of Selectmen

CC: Philip DeMartino, Technical Assistance Program Coordinator, DHCD  
Medfield Board of Selectmen  
John J. McNicholas, Chair, Zoning Board of Appeals  
Kristine Trierweiler, Town Administrator  
Sarah Raposa, Town Planner



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(508) 359-8505

KRISTINE TRIERWEILER  
*Town Administrator*

May 14, 2019

David Cashman  
SEB Housing  
257 Hillside Ave.  
Needham, MA 02494  
via email: david@sebhousing.com

RE: Medfield Hillside Village (80 North Meadows Road) 2019 Rents

Dear Mr. Cashman:

This letter serves to confirm that the Board of Selectmen of the Town of Medfield have reviewed your request for rent increases for the affordable units at Medfield Hillside Village (80 North Meadows Road) to reflect the 2019 Area Median Income as recently published by HUD. The Board acknowledges that this request is made pursuant to Section 3(e) of the Regulatory Agreement applicable to this property which provides that:

the Developer may request a rent increase for the Affordable Units to reflect an increase in the AMI published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to subsections 3 (h) and (i) below; if the Municipality and DHCD approve such rent increase in accordance with this subsection (e), the Rental Schedule attached as Appendix A hereto shall be deemed to be modified accordingly.

The Board has reviewed the requested rent increase, deems that the rents comply with the accepted methodology for calculating rents for this property, and hereby approves of the request.

If you have questions or need additional information, please contact the Town Planner, Sarah Raposa at 508-906-3027.

Respectfully submitted,

Gus Murby, Chair  
Medfield Board of Selectmen



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KRISTINE TRIERWEILER  
*Town Administrator*

May 14, 2019

David Cashman  
SEB Housing  
257 Hillside Ave.  
Needham, MA 02494  
via email: david@sebhousing.com

RE: Medfield Hillside Village (80 North Meadows Road) AFHMP for Affordable Units

Dear Mr. Cashman:

This letter serves to confirm that the Board of Selectmen of the Town of Medfield has received the affordable fair housing marketing plan ("AFHMP") for the four (4) affordable units located in Medfield Hillside Village. The Board acknowledges that the AFHMP has already been reviewed and approved by DHCD, and made part of the executed Regulatory Agreement to which the Town is a signatory. By its signature below, the Board acknowledges that it has received the AFHMP and that it approves of the AFHMP.

If you have questions or need additional information, please contact the Town Planner, Sarah Raposa at 508-906-3027.

Respectfully submitted,

Gus Murby, Chair  
Medfield Board of Selectmen

# Medfield-Hillside Village

## 2019 HUD Figures, Boston HMFA

persons	80% income
1	\$62,450
2	\$71,400
3	\$80,300
4	\$89,200
5	\$96,350

Utility Allowances From SMOC Rental Assistance (covering Medfield and surrounding area)  
 Mult-Family, Effective 12/1/2018

	1BR	2BR	3BR
2019 Gross Affordable Rents	\$1,785.00	\$2,007.50	\$2,230.00
<b>2019 Gross Affordable Rents (Rounded)</b>	<b>\$1,785</b>	<b>\$2,007</b>	<b>\$2,230</b>
gas heating	\$23	\$29	\$37
electric cooking	\$5	\$6	\$6
electricity	\$19	\$22	\$26
natural gas hot water	\$14	\$17	\$22
gas charge	\$10	\$10	\$10
water*	NA	NA	NA
sewer*	NA	NA	NA
refrigerator	NA	NA	NA
parking	NA	NA	NA
total utility allowance	\$71	\$84	\$101
<b>Net Rent (Total Rent Charged)</b>	<b>\$1,714</b>	<b>\$1,923</b>	<b>\$2,129</b>

**Allowances for  
Tenant-Furnished Utilities**

EFFECTIVE 12/1/2018

SMOC Rental Assistance 508-620-2335				Unit Type		
7 Bishop St. Framingham, MA 01702				<b>Multi family</b>		
Utility or Service	Monthly Dollar Allowances					
	0 Bedrm	1 Bedrm	2 Bedrm	3 Bedrm	4 Bedrm	5 Bedrm
<b>HEATING</b>						
Natural Gas	17	23	29	37	47	53
Oil	53	74	94	118	150	171
Electric	5	7	9	11	14	16
<b>COOKING</b>						
Natural Gas	3	5	6	7	9	11
Electric	3	5	6	6	8	9
Propane	9	12	15	18	24	28
<b>Electricity</b>	15	19	22	26	31	35
<b>Hot Water</b>						
Natural Gas	10	14	17	22	28	31
Oil	32	44	56	71	88	100
Electric	8	11	14	17	21	24
Propane	21	31	40	49	61	70
<b>Gas Charge</b>	10	10	10	10	10	10
<b>Refrigeration</b>	12	12	12	12	12	12
<b>Range</b>	10	10	10	10	10	10

**ACTUAL FAMILY ALLOWANCES>>>>>>>>**

Name of Family: \_\_\_\_\_

Address: \_\_\_\_\_

Number of Bedrooms in Unit: \_\_\_\_\_

Utility or Service	Monthly Cost
Heating	\$
Cooking	\$
General Electric	\$
Hot Water	\$
Gas Charge	\$
Refrigeration	\$
Range	\$
<b>TOTAL</b>	

EFFECTIVE 12/01/2018



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**KRISTINE TRIERWEILER**  
*Town Administrator*

May 14, 2019

David Cashman  
SEB Housing  
257 Hillside Ave.  
Needham, MA 02494  
via email: david@sebhousing.com

RE: Medfield Hillside Village (80 North Meadows Road) AFHMP for Affordable Units

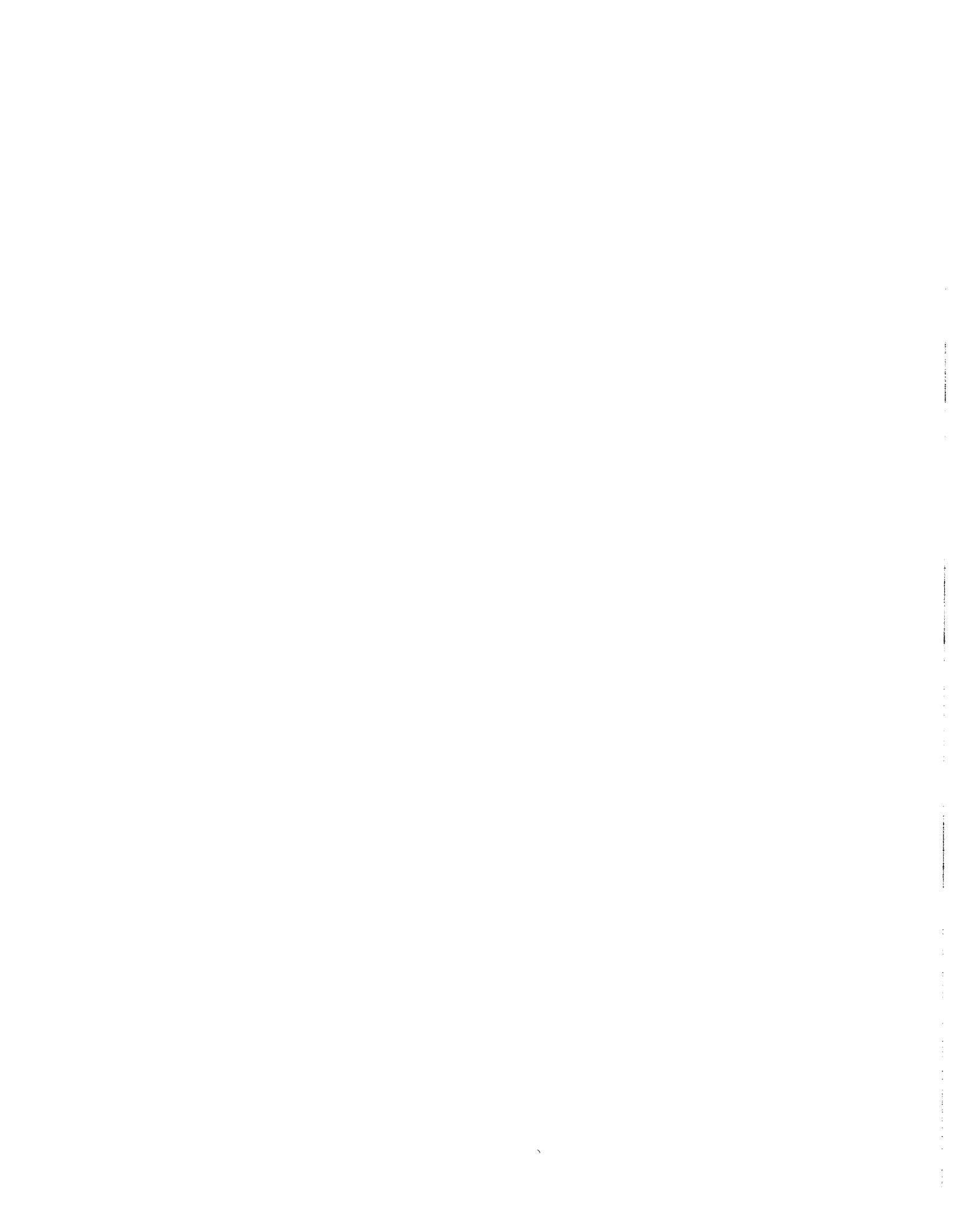
Dear Mr. Cashman:

This letter serves to confirm that the Board of Selectmen of the Town of Medfield has received the affordable fair housing marketing plan ("AFHMP") for the four (4) affordable units located in Medfield Hillside Village. The Board acknowledges that the AFHMP has already been reviewed and approved by DHCD, and made part of the executed Regulatory Agreement to which the Town is a signatory. By its signature below, the Board acknowledges that it has received the AFHMP and that it approves of the AFHMP.

If you have questions or need additional information, please contact the Town Planner, Sarah Raposa at 508-906-3027.

Respectfully submitted,

Gus Murby, Chair  
Medfield Board of Selectmen



# Affordable Housing Lottery

## Hillside Village

80 North Meadows Road, Medfield, MA

One 1BR @ \$tbd\*, Two 2BRs @ \$tbd\*, One 3BR @ \$tbd\*

*\*Rents subject to change in 2019. Tenants will pay own Gas Heat, Gas Hot Water, Electric Cooking, and Electricity. Water and Sewer are included in the rent.*

***\*\*(rents will be updated prior to marketing with the current up-to-date rents)***

Hillside Village is a 16-unit rental apartment community located in Medfield on 80 North Meadows Road. There will be 4 affordable apartments ready for occupancy starting in TBD. All affordable apartments will be rented to households with incomes at or below 80% of the area median income through this application process. Units feature Energy-Efficient Appliances, Cabinets with Granite Countertops, Central Air Conditioning and an in-Unit Washer and Dryer. One parking space is included with the rent. No smoking or pets allowed at the property.

MAXIMUM Household Income Limits: \$62,450 (1 person), \$71,400 (2 people), \$80,300 (3 people), \$89,200 (4 people), \$96,350 (5 people), \$103,500 (6 people)

A Public Info Session will be held on TBD (*approx. 3-4 weeks after start of marketing*), 2019 at 6:00 pm in the Medfield Public Library (468 Main St).

**Completed Applications and Required Income Documentation must be delivered, or postmarked, by 2 pm on TBD 2019. Applications postmarked by the deadline must be received no later than 5 business days from the deadline.** (*approx. 60-65 days after start of marketing*)

The Lottery for eligible households will be held on TBD at 6 pm (*approx. 9-14 days after application deadline*).

For Lottery Information and Applications, or for reasonable accommodations for persons with disabilities, go to [www.s-e-b.com/lottery](http://www.s-e-b.com/lottery) or call (617) 782-6900x1 and leave a message. For TTY Services dial 711. Free translation available.

Applications also available at Medfield Public Library on 468 Main St.  
(Mon, Wed and Fri 10am-6pm, Tues and Thurs 10am-9pm, Sat 10am-5pm, Sun 2pm-5pm)  
(*summer hours, Sat 10am-2pm, Sun Closed*)



## Hillside Village

### Medfield, MA

#### Affirmative Marketing Plan

Affirmative fair marketing of all the units shall be conducted to provide information, maximum opportunity, and otherwise attract eligible persons protected under state and federal civil rights laws that are least likely to apply in the Medfield market area.

Print Ads for the affordable units will run at least twice within the 60-day marketing period in the newspapers listed. The papers listed cover the Metro West area, and include papers to attract African-American, Hispanic and Chinese applicants.

Once the Tenant Selection and Marketing Plan has been approved by DHCD, SEB will be placing ads for the affordable units online on the websites listed on the following pages. The 60 day marketing period for the affordable units will start upon the publication of the first online ad. A detailed timeline starting with the first placements of ads is included in the Information Packet.

SEB will also contact all the print advertisers and set up the first ad insertions for the affordable units in each paper so that the first print ads are placed as quickly as possible in each publication. The second print ad will be run in each paper approximately 2 to 3 weeks after the first print ad.

Within a week of the online ads being posted, notices for the affordable units will also be sent to the organizations and social service groups listed herein. These local groups provide services for persons in the surrounding area who are considered least likely to apply. Additional community contact groups can be added to the marketing plan as directed by the Town.

CHAPA no longer posts developments on their website unless they are the monitoring agent but the affordable units will be placed on the Massachusetts Affordable Housing Registry (operated by CHAPA).

Households interested in the affordable units can respond to the ad by contacting SEB via phone or email and having materials mailed or emailed to them, depending on request. Information Packets and Applications for the affordable units will also be available for download directly from the SEB website.

Notices for the affordable units will also be sent to the organizations and social service groups listed on the following page. Information Packets and Applications will also be made available at the Medfield Public Library (468 Main St).

**Households who need TTY Services** may use MassRelay to communicate over the phone. SEB has communicated with applicants through MassRelay for over 5 years. The SEB Development Directory (where interested households leave their contact information if they wish to be sent materials or have questions they want answered directly) will be checked daily during the lottery marketing period. Messages left thru MassRelay or other relay services will be returned on the same business day. All households shall have equal access to the SEB staff and the SEB Development Directory.

This development is aware of the FCC's guidelines on receiving Relay Services. The Leasing Office will not mistakenly assume that people who are deaf, hard-of-hearing, or have a speech disability must come into the office to handle a matter in person even though other people are allowed to handle the same matter over the telephone.

## Newspapers and Websites

Name	Area	Racial/Ethnic Identification
<p>Metro West Daily News</p> <p>Abby Kabba Office:781.433.8272 <a href="mailto:akabba@wickedlocal.com">akabba@wickedlocal.com</a></p>	<p>Medfield, Sherborn, Natick, Wellesley, Framingham, Wayland, Ashland, Holliston, Hopkinton, Sudbury, Maynard, Hudson, Marlborough, Southborough, Westborough, and Northborough</p>	<p>Mixed</p>
<p>El Mundo Tel: 617.522.5060 <a href="mailto:cecilia@elmundoboston.com">cecilia@elmundoboston.com</a></p>	<p>Greater Boston</p>	<p>Hispanic</p>
<p>The Bay State Banner Tel: 617.261.4600 Fax: 617.261.2346 <a href="mailto:Rachel@bannerpub.com">Rachel@bannerpub.com</a></p>	<p>Greater Boston</p>	<p>African-American</p>
<p>Sampan Tel: 617.426.9492 <a href="mailto:ads@sampan.org">ads@sampan.org</a></p>	<p>Greater Boston</p>	<p>Asian</p>
<p>Craigslist</p>	<p>Boston/ Metro West</p>	<p>Mixed</p>
<p>MassAccess Website</p>	<p>MA</p>	<p>Mixed</p>

## Organizations, Businesses and Community Contact Groups

Name	Phone	Fax
Town Clerk - Carol A. Mayer 459 Main Street Medfield, MA 02052	Phone: 508-906-3024	
Town Administrator Michael J. Sullivan 459 Main street Medfield, MA 02052	Phone: 508-906-3010	
Medfield Housing Authority Tilden Village 30 Pound Street Medfield, MA 02052	Phone: 508 359-6454	Candace Loewen, Executive Director
Planning Board 459 Main Street Medfield, MA 02052	Phone: 508-906-3027	Sarah L. Raposa, AICP - Town Planner Fax: 508-359-6182
Zoning Board of Appeals 459 Main Street Medfield, MA 02052	Phone: 508-906-3027	
Board of Selectmen 459 Main Street Medfield, MA 02052	Phone: 508-906-3012	
Board of Assessors 459 Main Street Medfield, MA 02052	Phone: 508-906-3016	Yvonne Remillard, - Principal Assessor
Medfield Public Library 468 Main Street Medfield, MA 02052	Phone: 508-359-4544	info@medfieldlibrary.org
Medfield Council on Aging Roberta Lynch – Director One Ice House Road Medfield, MA 02052	P: (508) 359-3665	F: 508-359-4810 rlynch@medfield.net
Blake Middle School 24 Pound Street Medfield, MA 02052	Phone: (508) 359-2396	Fax: (508) 359-0134 nvaughn@email.medfield.net
Medfield High School 88R south street Medfield, MA 02052	Phone: (508) 359-4367	Fax: (508) 359-9829

Norwood Town Hall Town Clerk - Thomas J. McQuaid 566 Washington Street, 2nd Floor, Room 32, Norwood, MA 02062	781-762-1240	Fax: 781-278-3018 Email: <a href="mailto:clerk@norwoodma.gov">clerk@norwoodma.gov</a>
Community Planning and Economic Development Stephen M. Costello, Director	781-762-1240	Email: <a href="mailto:planning@norwoodma.gov">planning@norwoodma.gov</a>
Norwood Housing Authority Stephen W. Merritt, Executive Director 40 William Shyne Circle Norwood, MA 02062	781-762-8115	Email: <a href="mailto:cmurphy@norwoodha.org">cmurphy@norwoodha.org</a>
Norwood Board of Selectmen 566 Washington St. Norwood, MA 02062	781-762-1240	Email: <a href="mailto:selectmen@norwoodma.gov">selectmen@norwoodma.gov</a>
Norwood Senior Center Dorothy Anne Vitale, Executive Director 275 Prospect Street Norwood, MA 02062	781-762-1201	Email: <a href="mailto:seniorcenter@norwoodma.gov">seniorcenter@norwoodma.gov</a>
Morrill Memorial Library 33 Walpole Street, P.O. Box 220 Norwood, MA 02062	781-769-0200	Email: <a href="mailto:library@norwoodma.gov">library@norwoodma.gov</a>
Trinity Community Church 234 Walpole Street Norwood, MA 02062	781-762-8408	Email: <a href="mailto:office@trinitycommunitychurch.org">office@trinitycommunitychurch.org</a>
First Baptist Church of Norwood 71 Bond St. Norwood MA 02062	781-762-1633	Email: <a href="mailto:fbchurchoffice@verizon.net">fbchurchoffice@verizon.net</a>
St. Catherine of Siena 547 Washington Street Norwood, MA 02062	781-762-6080	Email: <a href="mailto:parish@stcatherinenorwood.org">parish@stcatherinenorwood.org</a>
St. Timothy Catholic Church 650 Nichols St. Norwood, MA 02062	781-769-2522	Email: <a href="mailto:sttim@sttim.net">sttim@sttim.net</a>
Heritage Baptist Church 198 Vanderbilt Avenue Norwood, MA 02062	781-551-8100	Email: <a href="mailto:contact@heritagebaptistonline.org">contact@heritagebaptistonline.org</a>

Emmanuel Lutheran Church 24 Berwick St. Norwood, MA 02062	781- 762-9457	Email: <a href="mailto:emmanuel@norwoodlight.com">emmanuel@norwoodlight.com</a>
Westwood Council on Aging Pat Larkin, Director 60 Nahatan Street Westwood, MA 02090	781-329-8799	Email: <a href="mailto:plarkin@townhall.westwood.ma.us">plarkin@townhall.westwood.ma.us</a>
Town Clerk Dottie Powers, CMC, CMMC Town Clerk 580 High Street Westwood, MA 02090	781-320-1013	Email: <a href="mailto:townclerk@townhall.westwood.ma.us">townclerk@townhall.westwood.ma.us</a>
Youth and Family Services Islington Community Center 288 Washington Street Westwood, MA 02090	781-320-1006	Email: <a href="mailto:youth@townhall.westwood.ma.us">youth@townhall.westwood.ma.us</a>
Veteran's Services 580 High Street (lower level) Westwood, MA 02090	781-320-1008	Email: <a href="mailto:veterans@townhall.westwood.ma.us">veterans@townhall.westwood.ma.us</a>
Westwood Board of Selectman Nancy Hyde, Chairman 580 High Street Westwood, MA 02090	781-326-4172	Email: <a href="mailto:selectmen@townhall.westwood.ma.us">selectmen@townhall.westwood.ma.us</a>
St. Margaret Mary Parish Rev. Stephen J. Linehan 845 High St. Westwood, MA 02090	781-326-1071 x103	Email: <a href="mailto:s.linehan@saintmmparish.org">s.linehan@saintmmparish.org</a>
First Baptist Church of Westwood 808 High Street Westwood, MA 02090	781- 461-1730	Email: <a href="mailto:office@fbcwestwood.org">office@fbcwestwood.org</a>
St. John's Episcopal Church 95 Deerfield Avenue Westwood, MA 02090	781-329-2442	Email: <a href="mailto:stjohns_church@verizon.net">stjohns_church@verizon.net</a>
First Parish of Westwood 340 Clapboardtree Street Westwood, MA 02090	781-326-5344	Email: <a href="mailto:parish1st@firstparishwestwood.org">parish1st@firstparishwestwood.org</a>
Antiochian Orthodox Christian Archdiocese PO Box 389 Westwood, MA 02090-0389	781-255-1757	Email: <a href="mailto:archdiocese@antiochian.org">archdiocese@antiochian.org</a>

Walpole Housing Authority 8 Diamond Pond Terrace Walpole, MA 02081	508-668-7878	
Board of Selectmen 135 School Street Walpole, MA 02081	508-660-7277	
Council on Aging 135 School Street Walpole, MA 02081	508-668-3330	
Housing Partnership 135 School Street Walpole, MA 02081	508-660-7352	
Zoning Board of Appeals 135 School Street Walpole, MA 02081	508-660-7250	508-668-2071
Town Clerk 135 School Street Walpole, MA 02081	508-660-7296	508-660-7297
Veterans Agent & Disability Affairs Advocate 135 School Street Walpole, MA 02081	508-660-7325	508-668-2240 jcogan@walpole-ma.gov
Walpole Public Library 143 School Street Walpole, MA 02081	508-660-7334	info@walpolelibrary.org
Cultural Council 135 School Street Walpole, MA 02081	508-660-7300	508-660-7303
Town Clerk Valerie Mulvey 150 Concord St. Framingham, MA 01702	508-532-5520	Fx: 508-628-1358 townclerk@framinghamma.gov
Framingham Housing Authority One John J. Brady Drive Framingham, MA 01702	(508) 879-7562	F: (508) 626-0252 Cvictorine@framha.org publichousing@framha.org
Planning Board 150 Concord St, Room 205 Framingham, MA 01702	508-532-5450	Amanda L. Loomis aloomis@framinghamma.gov
Town of Framingham Veteran's Services 150 Concord St. Rm. B35	(508) 532-5515	Peter Harvell, Director (508) 532-5497 Veterans@framinghamma.gov

Framingham, MA 01702

Framingham Department of  
Public Works

Peter Sellers, Director

150 Concord Street

Room 213

Framingham, MA 01702

(508)532-5600

(508)872-5616

pas@framinghamma.gov

Metro West Chamber of  
Commerce

1671 Worcester Road, Suite 301

Framingham, MA 01701

(508) 879-5600

(508) 875-9325

Council on Aging

535 Union Ave.

Framingham, MA 01702

508-532-5980

Grace O'Donnell

Fx: 508-620-4890

Framingham Public Library

49 Lexington Street

Framingham, MA 01702

508-532-5570

Library Director - Mark Contois

Framingham Public Library

McAuliffe Branch

746 Water Street

Framingham, MA 01701

508-532-5636

Assessing Department & Board  
of Assessors

150 Concord St. Rm. 101

Framingham, MA 01702

508-532-5415

William G. Naser, MAA

Chief Assessor

wgn@framinghamma.gov

Community & Economic  
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Street, B2

Framingham, MA 01702

508-532-5455

Director - Arthur P. Robert

apr@framinghamma.gov

Zoning Board of Appeals

150 Concord St. B2

Framingham, MA 01702

508-532-5456

Sam Scoppettone - ZBA Administrator

ZBA@framinghamma.gov

Mynatick.org – Community

Contact Group

Paula Polk

14 East Central Street, Natick,

MA 01760

(508) 647.6520

(508) 647-6527

Natick Council on Aging Moir Munns 117 East Central Street Natick, MA 01760	(508) 647.6540	(508) 647-6548
Natick Service Council Greg Tutuny, Executive Director 7 Webster St. Natick, MA 01760	(508) 655-1791	(508) 653-9953 gtutuny@natickservicecouncil.or
Natick Massachusetts Chamber of Commerce Metro West Chamber of Commerce 1671 Worcester Rd. #301 Framingham, MA 01701	(508) 879-5600	(508) 875-9325 chamber@metrowest.org
Natick Public Schools 13 East Central Street Natick, MA 01760	(508) 647-6500	(508) 647-6506 sreilly@natickps.org (Sharon Reilly)
Natick Police Department 20 East Central Street Natick, MA 01760 Attn: Chief James Hicks	(508) 647-9500	(508) 647-9509
Natick Department of Public Works C/O Thomas Collins 75 West Street Natick, MA. 01760\	(508) 647-6550	(508) 647-6560
More Institute Library Linda Stetson 14 East Central Street Natick, MA 01760	(508) 647-6527	(508) 647-6520 lstetson@minlib.net
Ashland Housing Authority 59 Park Road Ashland, MA 01721 Town Clerk	508-881-2450	
Tara M. Ward 101 Main Street 1st Floor Ashland, MA 01721	508-881-0100 x 7127	508-881-0145
Town Assessor Richard Ball 101 Main Street 1st Floor Ashland, MA 01721	508-881-0100	508-881-0181

Youth & Family Services 162 W Union Street Lower Level Ashland, MA 01721	508-881-0140 x3	508-231-1501
Ashland Business Association PO BOX 510 Ashland, MA 01721	508-380-0555	E: Info@AshlandBusinessAssociation.com
Ashland Public Library 66 Front Street Ashland, MA 01721	508-881-0134	508-881-0162 library@ashlandmass.com
ASHPAC 87 West Union Street Ashland, MA 01721	508-881-0155	E: StudentServices@ashland.k12.ma.us
Ashland Public Schools 87 West Union Street Ashland, MA 01721	508-881-0150	508-881-0161
Dover Council on Aging Janet Claypoole, Director P.O. Box 250 Dover, Ma 02030	508-315-5734	Email: coadirector@doverma.org
Dover Board of Selectmen James P. Dawley, Jr., Chair P.O. Box 250 Dover, MA 02030	508-785-0032 ext. 221	Email: jdawley@doverma.org
Dover Veteran's Services Paul Carew, Director P.O. Box 250, Dover, MA 02030	508-326-6470	Email: pcarew@natickma.org
Planning Board Gino Carlucci, Town Planner P.O. Box 250 Dover, MA 02030	508 - 785-0032 ext.238	Email: TownPlanner@doverma.org
Dover Sherborn High School John Smith, Headmaster 9 Junction Street Dover, MA 02030	508-785-1730	Email:smithj@doversherborn.org
St. Dunstan's Episcopal Church Dorie Mansen, Parish Admin. 18 Springdale Avenue Dover, MA 02030	508 - 785-0879	Email: office@saintdunstansma.org
Grace Church 21 Centre St. Dover, MA 02030	508-785-3500	Email: pastor@dovergrace.org

## AFFORDABLE HOUSING PROGRAM ADDENDUM

Resident(s): \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Lease Term: \_\_\_\_\_

1. Explanation of the Affordable Housing Program:

Occupancy of the Apartment is limited to tenants having incomes at or below 80% of the area median income in accordance with the requirements of the Department of Housing and Community Development (DHCD) Local Initiative Program. Resident's rights are subject to the eligibility requirements under the Program. Resident must cooperate with Manager in certifying its eligibility for the Program. Continued occupancy is subject to this eligibility requirement.

2. Occupants:

Program eligibility of all occupants must be certified immediately following the addition of anyone on the lease who was not part of the household most recently certified as eligible for the affordable housing Program. If the entire household fails to recertify for Program eligibility within 15 days of any new member being added to the lease, the entire household will be non-compliant with the Affordable Housing Program and will be designated as an Affordable Housing Program ineligible tenant and will need to vacate the affordable unit within 30 days of the deadline by which the household needed to recertify for Program eligibility.

3. Income Eligibility and Certification:

Resident has been certified as being eligible for the Program.

Manager must be immediately notified if changes to the current household status occur. This includes, but is not limited to, changes in:

- \* household members,
- \* income or assets,
- \* full-time student status,
- \* need for a live-in care attendant, and
- \* federal subsidized rental assistance.

Resident must be initially certified for eligibility for the Program and annually thereafter. Upon request, Resident must complete the certification process. This includes verification of all income, asset and other eligibility information and completing a new Program Application. It is the Resident's responsibility to provide all necessary information to the Leasing Office. Occupancy is subject to continuing eligibility under the Program requirements. **A minimum of 60 days prior to the lease date anniversary**, the next annual Resident recertification must be completed by **notice, phone or mail**. Manager will contact

the Resident 100-120 days prior to lease expiration to begin processing the necessary paperwork. It will be the responsibility of the Resident to fully cooperate and provide all necessary information to expedite this process. Failure to do either may result in the non-renewal of the Resident's lease contract.

4. Income Increases:

Resident's income is allowed to increase up to 140% of the current applicable income limit before the Resident becomes ineligible for the Program. If Resident's income at the time of annual eligibility determination exceeds 140% of the maximum allowable income as governed by the Program, they will continue to pay the affordable rent for the remainder of the current lease after which the Resident will have to pay market-rate rent or terminate the lease contract with a 30-day notice. The Manager will give the Resident notification of the rent change from affordable to market-rate at least 30 days prior to the rent change taking effect.

5. Notice of Vacancy:

Resident must notify the Manager in writing of his/her intention to vacate the Apartment with a 60 day notice in accordance with the provisions of the lease contract.

6. Unit Transfers:

If Resident requests a unit transfer, the Resident must complete the initial certification process. All income, asset and other eligibility requirements will need to be reviewed for Program eligibility. All paperwork must be completed and appropriate paperwork signed prior to the transfer taking place. If Resident does not meet the initial eligibility requirements of the Program, the unit transfer will be denied.

7. Rent Increases:

Rents are tied to the Area Median Income for the Boston-Cambridge-Quincy HMFA and SMOC Regional Housing Authority Utility Allowance. Resident's rent may be increased by Manager upon Lease Renewal if there is an increase in the AMI for the Boston-Cambridge-Quincy HMFA and/or a decrease in the Utility Allowances for the specific utility types used at the property. Rent increases will be based on annual increases to the Area Median Income for the Boston-Cambridge-Quincy HMFA as determined by the Department of Housing and Urban Development by household size as published by HUD, the terms of the executed Regulatory Agreement or successor agency and must be approved by DHCD.

8. Certification by Resident: Resident hereby

- a) certifies the accuracy of the statements made in the application and income survey;
- b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Manager, the Monitoring Agent or DHCD; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and
- c) agrees that at such time as Manager, the Monitoring Agent or DHCD may direct, he or she will furnish to Manager certification of then current family income, with such documentation as the Manager or Monitoring Agent shall reasonably require; and agrees to such charges as the Manager or Monitoring Agent has previously approved for any facilities and/or services which may be furnished by Manager or others to such resident upon his or her request, in addition to the facilities and services, if any, included in the rentals, as amended from time to time pursuant to the Program.

Signature of Resident: \_\_\_\_\_

Signature of Manager: \_\_\_\_\_

# Information Packet

## Hillside Village

### An Affordable Housing Lottery Medfield, MA

This packet contains specific information on the affordable housing program and application process for the affordable rental apartments being offered at Hillside Village in Medfield, MA. Hillside Village invites you to read this information and submit an application.

Please hold on to this packet until you have leased an apartment as it will be a useful guide throughout the entire process.

The first apartments will be ready for occupancy in April 2019.

**APPLICATIONS MUST BE DELIVERED BY 2:00 PM, tbd 2019 TO SEB**

Additional Applications available at the Medfield Public Library and  
[www.s-e-b.com/lottery](http://www.s-e-b.com/lottery)

For Affordable Unit Information call (617) 782-6900

For TTY Dial 711

Free Translation Available

Information Packet created by:

SEB, 257 Hillside Ave, Needham, MA 02494

Free Translation Available



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**There will also be an Informational Workshop on tbd 6:00 pm in the tbd in tbd where questions about the lottery and the development can be addressed directly.**

## GENERAL OVERVIEW AND RENTS

Hillside Village is a 16-unit rental apartment community located in Medfield on 80 North Meadows Road. There will be 4 affordable apartments ready for occupancy starting in TBD. All affordable apartments will be rented to households with incomes at or below 80% of the area median income through this application process. Units feature Energy-Efficient Appliances, Cabinets with Granite Countertops, Central Air Conditioning and an in-Unit Washer and Dryer. One parking space is included with the rent. No smoking or pets allowed at the property. The unit mix of the affordable units is as follows:

# of Units	# of Bedrooms	# of Bathrooms	Ave. Size <i>(subject to change during construction)</i>	Rent*
1 <i>(This is a Disabled-Accessible Unit)</i>	1	1	Approx. 895 sq. ft.	\$tbd**
2 <i>(1 of 2 units is a Disabled-Accessible Unit)</i>	2	2	Approx. 1,048 sq. ft.	\$tbd**
1 <i>(This is not a Disabled-Accessible Unit)</i>	3	2	Approx. 1,100 sq. ft.	\$tbd**

\* The rents are set annually using a calculation that determines the “affordable” rent, which is based on the Area Median Incomes for the Boston-Cambridge-Quincy HMFA, therefore the rents of units are subject to change. Tenants are responsible for paying the full amount of rent each month. Rents are not based on each applicant’s income (unless they already have a Section 8 voucher already or similar). **Tenants will be responsible for paying their own Gas Heat, Gas Water Heating, Electric Cooking, and Electricity. Water and Sewer are included in the rent.** No pets or smoking are allowed.

**\*\**(rents will be updated prior to marketing with the current up-to-date rents)***

Since it is possible that there will be more interested and eligible applicants than available units, the Developer will conduct a lottery to rank the eligible applicants for the program. The application and lottery process as well as the eligibility requirements are described in this information packet.

Hillside Village does not discriminate in the selection of applicants on the basis of race, color, national origin, religion, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

**Q: How long will the designated apartments remain affordable?**

A: As a **current resident only**, you are considered income eligible for an affordable unit as long as your household earns an income that does not exceed 140% of the current applicable income limit for a household of your size (see *Yearly Eligibility and Rent Review for more details*). If the Area Median Income decreases or the total utility allowance increases, rents will drop. If the AMI increases or the utility allowances decrease, the rent may increase as further described in the Regulatory Agreement.

## ELIGIBILITY REQUIREMENTS

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**Q: Who is eligible to apply for the affordable apartments in Hillside Village?**

A: In order to qualify for an affordable unit:

- 1.) Households must have income and assets that qualify within the parameters as highlighted in this section.
- 2.) Household priority will be given based on household composition. For questions on household size and composition, please read "**Household Size and Composition**".
- 3.) Households cannot own a home upon move-in. All homes must be sold before leasing a unit.
- 4.) Households, or their families, cannot have a financial interest in the development and a households member cannot be considered a Related Party.

Additionally, some of the apartments will be disabled-accessible. All households may apply for the disabled-accessible apartments but households in need of an accessible apartment will get top priority, regardless if the apartment is designated as local preference or not. For questions on priority by need of a disabled accessible apartment, please read "**Disabled-Accessible Unit Information**".

**Q: What are the income eligibility requirements?**

A: To be eligible to lease an affordable apartment, annual household income must be within a particular range, set by maximum and minimum income levels as follows:

### Maximum Income

Household Size	Maximum Income Limit
1	\$62,450
2	\$71,400
3	\$80,300
4	\$89,200
5	\$96,350
6	\$103,500

*\*subject to change with HUD's publication of 2018/2019 AMI*

To be eligible to apply to lease an affordable apartment, the combined annual income for all income sources of all income-earning members in the household must be at or below eighty percent of median income for Boston-Cambridge-Quincy HMFA. **All sources of income are counted, please see details below.**

## Minimum Income

Per the Leasing Office's policy that is also in place for market-rate apartments, the rent to income ratio required to lease a unit is TBD% (i.e. applicant's monthly income must be approximately TBD times the monthly rent). Applicants may make less than the minimum incomes shown below if they have sufficient savings from which they can draw down otherwise, applicants will not be found to be eligible for a lease if they make less than the incomes shown below. Applicants who have receive a housing subsidy (like Section 8) are not subject to the minimum income requirements but, like all other applicants, will also have to pass reviews on credit scores, tenant history, and criminal background checks in accordance with DHCD's requirements regarding same. Please see "Leasing Office Review" in the step-by-step process for more details. Again, these minimum incomes are not required by the affordable housing program, they are just estimations of minimum incomes required by the leasing office.

Unit Size	Approximate Minimum Income Limit for households without a housing subsidy
1 BR	\$tbd
2 BR	\$tbd
3 BR	\$tbd

**Q: How is a household's income determined?**

**A: A household's income is the total anticipated amount of money received by ALL members of the household over the next 12 months (starting from the date of application and projecting forward 12 months) based on their current income and assets. In an effort to provide as accurate an income estimation as possible, the Lottery Agent will also review historical income data to provide a basis for future income estimates. Any monies you anticipate receiving in the next 12 months will be counted as income and monies received over the previous 12 months will be analyzed to help estimate future income. This includes, but is not limited to, Social Security, alimony, child support, overtime pay, bonuses, unemployment, severance pay, part-time employment, matured bonds, monies to be received in court settlements, and actual or imputed interest and dividends on bank accounts and other assets. ALL SOURCES OF INCOME ARE COUNTED with the exception of income from employment for household members under the age of 18 and any income over \$480/year for full time students who are dependents (but note that all such income must still be documented even if it is exempt from the household income calculation).**

It will be assumed that all applicants will continue to receive any monies they have received over the past 12 months unless supporting documentation proves otherwise. It is also not up to the household to determine what monies received over the past year should and should not be counted as their calculated income. Therefore, all monies should be listed on the application and the inclusion of these monies in determining a household's eligibility will be based on affordable housing guidelines.

## Allowable Assets

There is no asset limit for applying households for this development. However, the higher of the actual income earned from assets, or the imputed income of 0.06% of all assets, will be counted as income. Household Assets are calculated at the time of application. Assets may include cash, cash in savings and checking accounts, net cash value of stocks, net cash value of retirement accounts (such as 401k), real property, bonds, and capital investments.

If any household member currently owns property, the total amount of equity in the home shall be added to their total value of assets.

*Example: A household has \$8,000 in savings, \$30,000 in a retirement account that they are not drawing down from (\$20,000 net cash value) and a home assessed at \$300,000 on which they currently have \$278,000 remaining on the mortgage (\$22,000 in equity).*

<i>Their assets total is:</i>	$\$8,000 + \$20,000 + \$22,000 = \$50,000$
<i>Actual Income from assets is:</i>	$\$300 + \$0 + \$0 = \$300 (A)$
<i>Imputed Income at 0.06% is:</i>	$0.06\% \text{ of } \$50,000 = \$30 (B)$

*For this household, \$300 would be added to their income they receive from all other income sources (employment, Social Security, Alimony etc.) as the program takes the greater of (A) actual income from assets OR (B) imputed income from assets.*

**Q: I cannot withdraw money from my 401k or retirement fund, do I have to include it when I list my assets?**

A: Yes. You need to include the *net cash value* of all your current retirement funds. We realize that most retirement funds assess large penalties for early withdrawal but this does not technically mean that you “cannot” withdraw your funds. The post-penalty amount is what you need to provide along with supporting documentation.

**Q: If I cannot qualify for a Lease based on my own income or credit history, can I have a co-signer on my Lease?**

A: No. Only people who will live in the apartment can sign the lease. Applying households must be able to meet the income qualifications on their own. If someone outside the household is going to help pay the rent, the amount to be paid must be listed as “Periodic Payments” on the Income Table in the Program Application. These payments will be counted towards the applying household’s income.

**Q: Do I have to be a resident of the Town of Medfield to apply?**

A: No. All households that meet the income guidelines specified above may apply for an affordable apartment. Applicants that meet the Local Preference requirements will be given the opportunity to lease some, but not all, of the affordable apartments first. For more information on Local Preference, please see page 17 of this Info Packet.

## HOUSEHOLD SIZE AND COMPOSITION

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**Q: How is appropriate household size determined?**

A: According to the Massachusetts Department of Housing and Community Development guidelines:

Within an applicant pool, priority as set forth below, shall be given to households requiring the total number of bedrooms in the apartment based on the following **criteria**:

1. There is at least one occupant and generally no more than two occupants per bedroom (based on State Sanitary Code).
2. A married couple, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.

The following household sizes and compositions will be considered appropriate and given priority for the following apartment sizes (**occupancy restrictions may apply**). Please also note that households with disabilities must not be excluded from a priority/preference for a larger unit based on household size if such larger unit is needed as a reasonable accommodation.

**TYPE III**

*(Priority for a 3BR or 2BR Apartment)*

- All 6 person households
- All 5 person households
- All 4 person households
- 3 person household: 1 head-of-household plus 2 members
- 3 person household: 2 heads-of-household under criteria 3 (described above) plus 1 member

**TYPE II**

*(Appropriately sized for a 2BR unit and may apply for a 3BR unit, but will not receive a priority for a 3BR unit)*

- 3 person household: 2 heads-of-household plus one member
- 2 person household: 2 heads-of-household under criteria 3 (described above)
- 2 person household: 1 head-of-household plus one member

**TYPE I**

*(Appropriately sized for a 1BR unit and may apply for a 2BR unit, but will not receive a priority for a 2BR unit)*

- 2 person household: 2 heads-of-household
- 1 person household: all types

Households with a total number of members which exceed the Massachusetts State Sanitary Codes for that particular sized apartment will not be allowed to rent an apartment. **In "The Lottery" in the Step-By-Step Process, you will find a detailed explanation on how priority is given to certain household sizes and compositions.**

## **Household Size and Composition Frequently Asked Questions**

**Q: Does the unborn child of a currently pregnant household member count towards our household size for income eligibility purposes?**

A: Yes. A household may count an unborn child as a household member. You will have to submit proof of pregnancy with all the income and asset documentation that needs to be submitted with your application.

**Q: Can a Type II Household apply for a three-bedroom apartment?**

A: Yes. Please see "The Lottery" in the Step-By-Step Process for how order will be given from the Lottery Results.

**Q: Can a Type I Household apply for a two-bedroom apartment?**

A: Yes. Please see "The Lottery" in the Step-By-Step Process for how order will be given from the Lottery Results.

**Q: If I am currently going through a divorce/separation or planning on being divorced / separated soon, can I still apply?**

A: For non-homeowners, you will need to provide proof that the separation or divorce process has begun or has already been finalized. The **Program Application** will guide you through the documentation you will need to provide.

If you have only begun considering a divorce or separation, and no legal action has been taken, you cannot apply as a single head-of-household and your application will be reviewed as if your current spouse will be moving into the affordable apartment with you. **For homeowners going through a divorce**, the home must be sold or the divorce must be finalized (as you must be off the deed) before you move-in.

## STEP-BY-STEP PROCESS AND TIMELINE

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**Q: What is the application, selection, and move-in process for the affordable apartments in Hillside Village?**

**A:** The process is essentially a two-step process.

**The first step** is to qualify for the Affordable Housing Program and be given a position on the Waiting Lists.

**The second step** is to be found Lease Eligible and reserve a unit (and unit availability will be determined by your position on the Waiting Lists).

The following pages explain each step in greater detail.

**Step 1a: Applying for the Housing Program**

through tbd 2019

**Step 1b: The Lottery**

tbd

**Step 1c: Waiting Lists and Lottery Results**

tbd

**Step 1d: SEB Pre-Approval/Preliminary Review of Program Eligibility**

Within 10 days, applicants must submit all required income, asset and tax documentation

**Step 2a: Leasing Office Review and Unit Selection**

1-30 days after SEB Pre-Approval

**Step 2b: File Update**

Required for households moving into units coming online 6+ months from the lottery

**Yearly Eligibility and Rent Review**

30-90 days prior to lease renewal

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**There will also be an Informational Workshop on tbd 6:00 pm in the tbd where questions about the lottery and the development can be addressed directly.**

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## Step 1a: Applying for the Affordable Housing Program

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Applicants will need to fill out a Lottery Application for every person that will be residing in the unit. Supporting income and asset documentation is not required with the Lottery Application (but will be required later). The Lottery Application must be received (not postmarked) by the Lottery Agent by the date on the Lottery Application. Applications must be filled out entirely as incomplete applications will not be accepted for the lottery. Please see the cover page of the Lottery Application for locations for drop off and mailing address.

Once the Lottery Agent has received the Lottery Application, they will determine initial compliance for the lottery. Households without housing subsidies who fall well below the minimum income limits and households who submit applications indicated they are above the maximum allowable income limits will not be entered into the lottery. **Entrance into the lottery does not guarantee final income certification approval (see the following steps).**

Once a Lottery Application is received and SEB determines the household is eligible for the lottery, the applicant will receive an Application Number that solely designates the order that their application was received. The purpose of the Application Number is simply to keep all household's names unknown when the Application Numbers are drawn at the lottery. Additionally, Applicants will be provided a Documents Requirements Guide which instructs the Applicant regarding documentation which the Applicant will need to provide later in the process should the Applicant be invited to move forward.

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## Step 1b: The Lottery

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The Lottery will be held on tbd at 6:00 pm in TBD. Households **do not need** to be present for the Lottery drawings. All Households will be notified of the results by the Lottery Agent (*see Notification of Lottery Results in the following pages*).

There will be two lotteries\*, a Local Preference Lottery and an Open Lottery. For Local Preference households, Application Numbers are placed in both Lotteries. For all other households, Application Numbers are placed only in the Open Lottery.

**\*A third minority lottery drawing will be required to add non-local preference minority households into the local preference pool if the minority representation in the local preference pool is not 27.0% or higher. Please see the bottom of pg. 17 for those details.**

The Application Numbers of households who qualify for disabled-accessible apartments will be added in with the other Application Numbers in the Open Lottery and (when applicable) the Local Preference Lottery.

For the Lottery, a representative from the Town will pull Application Numbers from a box. The Application Numbers are randomly and placed in the order drawn on the Lottery Result List.

**The order drawn does not necessarily reflect the order that households will get to select apartments as Application Numbers of smaller households are mixed in with Application Numbers of appropriately sized households.**

Regardless of the order drawn, all households of appropriate size for each apartment size will be given the opportunity to lease an apartment before any smaller household.

*For example: A one-person household is the first household drawn in the Lottery. They will be given the first opportunity to lease a one-bedroom apartment. However, if they wish to lease a two-bedroom apartment, they will have to wait until all appropriately sized households (including those drawn after them in the Lottery) are given the opportunity to lease a two-bedroom apartment.*

To help clarify the actual order that applicants will be given the opportunity to lease apartments, Waiting Lists will be created from the Lottery Results Lists (*see next step*).

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## Step 1c: The Waiting Lists

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The Waiting Lists will be compiled immediately after the lottery. **The separate Waiting Lists created from the two Lottery Results Lists illustrate the order households will get to choose units based on unit size, household size/composition, local preference and need for a disabled-accessible unit.** The position each household has on the Waiting Lists is determined by the order in which their Application Number is drawn relative to households of similar qualifications (i.e. households of "appropriate size" will be added to the Waiting Lists in the order drawn and then smaller households will be added in the order originally drawn.) *Please see "Household Size and Compositions" for details on Household Types III, II, and I shown below. \*Please see the last Q&A on page 17 that details on how non-Local Preference households will be given the opportunity to reserve units designated for Local Preference.*

### **Waiting List for One 3BR apartment (Local Preference\*)**

Top Tier: Type III Local Pref. Households

Second Tier: Type III Non-Local Pref. Households\*

Third Tier: Type II Local Pref. Households

Fourth Tier: Type II Non-Local Pref. Households\*

Fifth Tier: Type I Local Pref. Households

Bottom Tier: Type I Non-Local Pref. Households\*

### **Waiting List for One 2BR apartment (Local Preference\*)**

Top Tier: Type II and III Local Pref. Households

Second Tier: Type II and III Non-Local Pref. Households\*

Third Tier: Type I Local Pref. Households

Bottom Tier: Type I Non-Local Pref. Households\*

### **The Disabled-Accessible Affordable Units**

#### **Waiting List for One 2BR disabled-accessible (DA) apartment**

Top Tier: All Type III and II Households Who Need the Unit Features

Second Tier: All eligible Type I Preference Who Need the Unit Features

Third Tier: All Type III and II Households Who Do NOT Deed the Unit Features

Bottom Tier: All eligible Type I Preference Who Do NOT Deed the Unit Features

#### **Waiting List for One 1BR disabled-accessible (DA) apartment**

Top Tier: All eligible Households Who Need the Unit Features

Bottom Tier: All eligible Households Who Do NOT Deed the Unit Features

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## Step 1d: SEB Pre-Approval/Preliminary Review of Eligibility

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After the Lottery, the Lottery Agent will notify all the lottery applicants of the results and their positions on the Waiting Lists.

The Lottery Agent will contact up to ten times as many households as units available on each Waiting List and inform them that they have until a given date (which will be approximately 10 days from the date of notification) to submit all required documentation for SEB's preliminary review of Program eligibility. When SEB sends a household their Application Number prior to the lottery, SEB will also send them a Documentation Requirement Guide that details everything that will be required after the lottery for households invited to move forward in the process based on their positions on the Waiting Lists determined by the lottery. **Any household who is contacted but fails to submit all required documentation (and if their initial submission is incomplete, any and all missing documentation) by the 10 day deadline given by SEB will be removed from the Waiting List.** Similarly, any household who is over the income or asset limit, or is unable to verify all claims in their application, or is deemed to make insufficient income to meet the Leasing Office's rent to income ratio will also be removed from the Waiting Lists. Those households contacted who complete the eligibility review and are deemed eligible by SEB to move forward in the process will remain on the Waiting Lists.

The first units are scheduled to begin occupancy within TBD months of the lottery. As many more households will be required to complete the SEB Preliminary Review of Program Eligibility than units available, some households may complete the SEB Preliminary Review of Program Eligibility and not be given the chance to move immediately forward in the process of leasing one of the affordable units.

Households with positions lower on the Waiting List who were not asked to complete the SEB Preliminary Review of Program Eligibility and submit missing documentation will keep their place on the Waiting List (behind the top households who went through the documentation update process) and may be contacted in the future if more affordable applicants are needed to fill all the affordable units.

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## Step 2a: Lease Application Invitation and Unit Selection

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Households with high enough positions on the Waiting List to warrant an immediate invitation to go to the Leasing Office to complete a Lease Application will be given at least 5 days to schedule an appointment and complete the Lease Application. While several applicants may be invited to complete lease applications simultaneously, **the Waiting List order will always be preserved in determining the order that units get selected and reserved.** Likewise, the unit households apply for must be an apartment size that corresponds to the Waiting List from which they were chosen (i.e. a household with an appointment for a 1BR apartment cannot put down a deposit for a 2BR apartment).

The Lease Application review will be the same review that applicants for market-rate apartments undergo, where factors such as Employment history, Credit score/reports, Former lease history, Criminal Background Screening and sufficient income are considered. The Leasing Office can provide more details on their screening process during this step in the process. **Co-signers and/or guarantors are not allowed (see page 6).** Background checks will meet DHCD's Model Policy Regarding Applicant Screening on the Basis of Criminal Records. In any instance where policy and procedures in the Management Company's Policy differ from the policy and procedures in the Model Policy, the policy and procedures of the Model Policy will be followed. For specific questions about credit and background/criminal issues, households can contact the leasing office

When a specific unit is offered to a household, the household will put down a Deposit and complete their lease application with the leasing office. This deposit will not exceed the amount permitted for a security deposit. If the rental application is denied, the Holding Deposit will be returned. Please call the leasing office for more details. If a household does not put down this Deposit during the time allocated to them, they will be removed from the Waiting List and will no longer be able to immediately lease an apartment.

Failure to complete a Lease Application by the given appointment date will result in the removal of their Application Number from the Waiting List. Households with positions lower on the Waiting Lists will have to wait for the removal of households with a higher position than them before being given an opportunity to lease an apartment. Households with lower positions will be given at least a 5-day notice of their upcoming appointment dates if there is going to be an apartment available for them. Households are removed from the Waiting Lists if the Leasing Office deems that they are not eligible for a lease based on their Lease Application, if a household fails to meet future deadlines for documentation submittal and lease signing, or if a household notifies the Leasing Office that they are no longer interested in leasing an apartment.

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## **Step 2b: File Update**

### **(applicable for applicants with move-in dates after TBD)**

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Households with move-in dates prior to TBD will skip this step.

As all income and asset documentation must be 60 days current from the date of request and approximately 6 months current at the time of move-in, households with move-in dates after TBD will be required to re-submit income, asset and tax documentation to SEB prior to move-in.

All households must maintain affordable housing eligibility until they move in!

Once a household has been approved by the Leasing Office, given a move-in date and put down their deposit, SEB will contact them about preparing for this File Update. The File Update will be done approximately 60 days prior to their move-in date. Households failing to complete the File Update, or households who are found to be program ineligible at their move-in date, will not be allowed to move into their affordable apartment.

## YEARLY ELIGIBILITY AND RENT REVIEW

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After a household has moved in, and approximately 90 days before lease renewal, tenants of affordable apartments will need to submit updated income and asset documentation to the Leasing Office so they can ensure continued eligibility under the affordable housing guidelines. Tenants will not be able to renew Leases until all required documentation has been submitted. Records of taxes, pay-stubs, bank statements and asset statements should be maintained while living in the affordable apartment.

**Q: How long can I lease my affordable apartment?**

A: As a **current resident only**, you are considered income eligible for an affordable apartment as long as your household earns an income that does not exceed **140% of the current year's income limit** for a household of your size.

*Using the Current Income Limits as an example:*

Household Size	Current Income Limit for New Applicants (80% AMI Units)	Income Limit for Current Tenants (140% of Current Income Limit)
1	\$62,450	\$87,430
2	\$71,400	\$99,960
3	\$80,300	\$112,420
4	\$89,200	\$124,880
5	\$96,350	\$134,890
6	\$103,500	\$144,900

According to the table above for the years shown, if a household's income exceeds the Income Limit for Current Tenants at the time of their renewal, their apartment shall still remain affordable until the next available market rate apartment with the same or greater number of bedrooms is rented at an affordable price to an affordable program-qualified tenant, at which point the apartment of the tenant with earnings exceeding the Income Limit for Current Tenants will be rented at market rates. The household with earnings exceeding the Income Limit for Current Tenants can choose to stay in their apartment, yet would then have to pay the market rate rent.

**Q: Will my rent increase each year, and if so, by how much?**

A: Rents may increase a few percentage points if Boston-Cambridge-Quincy Area Median Income increases or the costs of utilities in Medfield decreases. Likewise, if the Boston-Cambridge-Quincy Area Median Income decreases and the costs of utilities increases, rents may decrease.

## LOCAL PREFERENCE INFORMATION

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**Q: What is Local Preference?**

A: The Town of Medfield has established a local preference for 70% of the affordable apartments. Local Preference will be given as described in the step-by-step process. An applicant qualifies for local preference if the applicant or a member of their household fit into one of the following categories:

- a current resident of Medfield
- an employee of the Town of Medfield (including Medfield Public Schools)
- an employee of a business located within the Town of Medfield
- A parent or guardian with children attending the Medfield Public Schools (including METCO students)

**Q: Do households which meet all Local Preference criteria get priority over households which meet only one?**

A: NO. As long as a household meets any one of the Local Preference criteria, they will qualify for Local Preference.

**Q: Does Local Preference take priority over household size/composition?**

A: No. For example, on the Waiting List for the 2BR Local Preference unit, if there are not enough eligible Type II Local Preference Applicants, the units will be made available to a Type II Non-Local Preference household before being made available to a Type I Local Preference Household who would be over-housed in a 2BR unit. Please see the way the Waiting Lists are compiled in the section on Waiting Lists.

**Q: What if a household does not qualify for Local Preference?**

A: Households without Local Preference will be entered into the Open Lottery and will be given positions on the Waiting Lists based on where they are drawn in the Open Lottery drawing. Non-Local Preference households will also be given positions on the Local Preference Waiting List to ensure that need of a unit sizes get appropriately addressed (see question above, and the Waiting Lists on pg TBD).

**Q: Does Local Preference get priority over a household in need of a disable-accessible (DA) apartment?**

A: No. The DA apartments will be made available to all households in need of a DA apartment regardless of household size and composition.

### Adjustments in the Local Preference Pool

As stated by the Massachusetts Department of Housing and Community Development, "If the percentage of minorities in the local preference pool is less than the percentage of minorities in the surrounding HUD (U.S. Department of Housing and Urban Development) defined area, the following adjustments will be made to the local preference pool. The Developer will hold a preliminary lottery comprised of all minority applicants who did not qualify for the local preference pool and rank the applicants in order of the drawing. Minority applicants should then be added to the local preference pool in order of their rankings until the percentage of minority applicants in the local preference pool is equal to the percentage of minorities in the surrounding HUD-defined area." The Percent Minority for the Metropolitan Statistical Area of Boston is 27.0%. This is the minimum percentage of minority applicants that must be in the local preference pool. Minority applicants are defined as a person who is a member of the following groups: Black or African American; Asian; Native American or Alaska Native; Native Hawaiian or Pacific Islander; or other (not White); and the ethnic classification Hispanic or Latino.

## DISABLED-ACCESSIBLE UNIT INFORMATION

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**Q: Who qualifies for a disabled-accessible (DA) apartment?**

A: According to *Mass Access: The Accessible Housing Registry*, “units that are barrier-free are accessible to people with disabilities that are wheelchair users, but could also be used by people of different types of disabilities. For example, a person of very short stature, a person with a brain injury or stroke, severe cardiac or respiratory problems, or a person with limited standing, walking, or reaching ability, may use the design features of a wheelchair accessible unit.” Verification from a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual’s disability may be requested.

**Q: How are disabled-accessible apartments awarded?**

A: There are specific Waiting Lists for the accessible units that will only be populated with households who need the features of the unit. The households with the top positions on those Waiting Lists will be given the first opportunity to lease the DA apartments.

**Q: Can households that qualify for a DA apartment also apply for a non-DA apartment?**

A: Yes. Households that qualify for a DA apartment will also have positions on the Waiting Lists for non-DA apartments depending on what unit size they are applying for. If they reach the top position on a Waiting List for a non-DA apartment before they reach the top position for a DA apartment, they will have to decide if they want to lease a non-DA apartment or wait until they have a top position on a Waiting List for a DA apartment.

**Q: What happens if there are fewer disabled-accessible qualified applicants than disabled-accessible apartments at the time of the Lottery?**

A: If there are not enough qualified applicants on the Disabled-Accessible Waiting Lists, the apartments will be made available to the top applicants that do not have a need for the unit (as shown on how the Waiting Lists are compiled).

**Q: Who is entitled to request a reasonable accommodation?**

A: Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

**HILLSIDE VILLAGE  
MEDFIELD, MA**

**AFFORDABLE UNIT  
TENANT SELECTION PLAN**

**General Information**

**Needham Investment Co., LLC** has worked to develop a brand new multi-family rental housing development for Medfield: Hillside Village. This community will consist of 16 rental apartment units, 4 of which will be rented to households with annual incomes not exceeding 80% of Area Median Income for the Boston-Cambridge-Quincy HMFA adjusted for family size as determined by HUD.

The anticipated delivery of the first of the affordable units is April 2019. The last affordable units should be ready for occupancy immediately after.

For more details on the units, unit pricing, the Lottery, the Lease Office requirements, including deposits, and lease-up process for the affordable apartments at Hillside Village, please see the **Information Packet** attached and the **Post-Lottery Process and Compliance** below.

In compliance with the Regulatory Agreement, the Local Initiative Program and rent calculation methodologies approved by DHCD, the rents for the affordable units will be calculated from 80% of the Area Median Income for the Boston-Cambridge-Quincy HMFA. Please see the attached **rent schedule** for more details on the utility types, the utility allowances, and the initial net rents that will be charged. Adjustments for Standard Utility Allowances are based on utilities allowances published by the South Middlesex Opportunity Council (the Regional Housing Authority that covers Medfield). The Medfield Housing Authority does not have a Section 8 program, and so the Regional Housing Authority is used in its place.

There will be 1 parking space for each affordable unit included in the rent. For details on how the affordable units will be marketed, please see the **Affirmative Marketing Plan**.

**Local Preference**

The Information Packet currently contains Local Preference language and the process by which local preference will be implemented.

DHCD requires that the Town must demonstrate a need for this local preference designation. If the Town cannot demonstrate a local preference need, then SEB Housing, LLC will modify the Lottery materials to exclude a local preference category and all references of a local preference.

## **Rental Qualifying Standards and Compliance with iCORI Standards**

Hillside Village will be professionally managed by TBD.

Co-signers and guarantors are not allowed as only people who will live in the unit can sign the lease.

Hillside Village and TBD do business in accordance with the Fair Housing Act.

The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, prohibits discrimination in the sale or rental of housing and in advertising the sale or rental of housing to any person because of race, color, religion, sex, handicap, familial status, or national origin.

It has and will continue to be the policy of Hillside Village, SEB, LLC, and the Management Company to provide equal housing opportunities for all people, regardless of race, color, religion, sex, handicap, familial status, or national origin and all other protected classes as specified by a property's local jurisdiction.

## **Post-Lottery Process and Compliance**

The lottery will establish the Waiting Lists for each unit type as described in the Information Packet. Following the Lottery, households who were not entered into the Lottery will be allowed to complete Waiting List Applications and will be placed on the appropriate Waiting List based on their household sizes, types and priority. Post-Lottery applicants will be placed behind all Lottery applicants on the Waiting Lists.

These post-lottery applicants will be allowed to move forward in the leasing process only after the lottery applicants ahead of them on the Waiting Lists have been processed as outlined in the Information Packet.

Post-Lottery Applicants will be reviewed by the leasing office for lease eligibility and will be allowed to put down a holding deposit to reserve a unit and establish a move-in date. The household will then need to complete the SEB Housing, LLC Eligibility Review and be deemed eligible for the program prior to moving into an affordable unit. If the application is incomplete, the applicant will not be allowed to move into an affordable unit until they have completed the application by SEB Housing, LLC's standards.

DHCD can perform an audit or review of the applicant files, or a representative sampling of files, after households have moved into their affordable unit. If the files of any affordable unit tenants are incomplete, or if any affordable unit tenants appear to be ineligible, SEB, Housing LLC will work with the respective household in ensuring that all questions of DHCD are satisfied.

Lottery applicants with move-in dates more than 6 months from the date of the lottery will need to complete a second and final review of their eligibility approximately with SEB Housing, LLC. This second review of eligibility will be done approximately 60 days prior to their move-in date to ensure that they are still eligible and that the documentation in their file is still 60 days current of request date.

### **Rent Update in 2019**

In 2019, after HUD publishes the 2019 Area Median Income numbers for the Boston-Cambridge-Quincy HMFA, SEB will recalculate the affordable rents and submit them to DHCD and the Town for approval. Once the required approval is received for the 2019 rents, the Leasing Office may choose to market the new affordable rents so that households added to the Waiting Lists after the new rents have been marketed will be subject to the new 2019 rents. Additionally, the 2019 rents will be implemented upon lease renewals for current tenants, provided that the property gives households at least 30 days notice of the rent change.

### **Recertification**

In accordance with the 40B program guidelines, all persons residing in the affordable rate apartment units must recertify their income qualifications annually at the time of lease renewal.

Please also see the attached **Affordable Lease Addendum** for details on the Recertification Process.

**REGULATORY AND USE AGREEMENT**  
A N [Comprehensive Permit Rental]  
O F F I C I A L O F F I C I A L  
C O EOCAL INITIATIVE PROGRAM

This Regulatory and Use Agreement (this "Agreement") is made this 27<sup>th</sup> day of July, 2018, by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Medfield (the "Municipality"), and Needham Investment Company, LLC a Massachusetts Limited Liability Company having a mailing address at 105 Chestnut Street, Suite 28, Needham, Massachusetts, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer is constructing a housing development known as "Hillside Village" at an approximately 1.5 -acre site located at 80 North Meadows Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

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

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

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

WHEREAS, said Board of Appeals issued a comprehensive permit for the Development by decision filed with the Municipality's Town Clerk on May 24, 2018 which was recorded in the Norfolk County Registry of Deeds District of the Land Court (the "Registry") as Document Number 1402321 ("the Comprehensive Permit"); and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 16 rental units, of which twenty five percent (25%) (i.e. 4 units) (the "Affordable Units") will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

N O T

N O T

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

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

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

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

N O T

N O T

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONSTRUCTION OBLIGATIONS

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

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

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

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1 of the Affordable Units shall be one bedroom units;  
2 of the Affordable Units shall be two bedroom units, and  
1 of the Affordable Units shall be three bedroom units.

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

one bedroom units - 700 square feet  
two bedroom units - 900 square feet  
three bedroom units - 1200 square feet

### USE RESTRICTION/RENTALS AND RENTS

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

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

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

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

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

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

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

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

(h) Prior to marketing or otherwise making available for rental any of the units in the Development, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for DHCD's approval. At a minimum the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time to comply with the requirements of fair housing laws. The AFHM Plan, upon approval by DHCD, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement. At the option of the Municipality, and provided that the AFHM Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or

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ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the AFHM Plan may also include a preference for local residents for up to seventy percent (70%) of the Affordable Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the AFHM Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the AFHM Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the AFHM Plan which are set forth as responsibilities of the Municipality in the AFHM Plan. If the Chief Executive Office of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the AFHM Plan for the Affordable Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the AFHM Plan. In addition, if the Development is located in the Boston-Cambridge-Quincy MA-NH MSA, Developer must list all Affordable Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center). The Developer agrees to maintain for at least five years following the initial lease-up of the Development a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts as described in the AFHM Plan as approved by DHCD which may be inspected at any time by DHCD.

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

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

#### TENANT SELECTION AND OCCUPANCY

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

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and the Local Initiative Program. The Developer

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shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit,

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

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

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

6. Omitted

**LIMITED DIVIDENDS**

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

(b) For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from revenues, income and other receipts of the Development, not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer (herein called "Development Revenues") which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and provide such services on an arms-length basis.

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

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

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

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

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

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

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

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

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

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

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

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

In any event, cash available for distribution in any fiscal year in excess of 20% of Developer's Equity, subject to payment of Accumulated and Unpaid Distributions, shall be

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distributed to the Municipality within fifteen (15) business days of notice and demand given by DHCD as provided herein, or as otherwise directed by DHCD. Upon the expiration of the "Limited Dividend Term" as that term is defined in Section 24(B) hereof, any balance remaining in the Excess Revenues Account shall be contributed by the Developer to the Replacement Reserve held for the Development if deemed necessary by DHCD, and otherwise shall be paid to the Developer.

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

- (i) Accumulated Distribution Amounts;
- (ii) Current Distribution Amounts;
- (iii) Maximum Annual Distributable Amounts;
- (iv) Annual Excess Revenues;
- (v) Accumulated and Unpaid Distribution Amounts (including a calculation of Accumulated Distribution Amounts and Accrued Interest); and
- (vi) Development Revenues.

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

(g) DHCD shall have sixty (60) days after the delivery of the Accountant's Annual Determination to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If DHCD does not object to it or request additional information with respect to it, it shall have been deemed accepted by the DHCD. If DHCD shall request additional information, then the

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

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

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

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

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

(j) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall (unless otherwise limited by DHCD) be limited to no more than that amount resulting from the calculation in Attachment B, Step 3 ("Calculation of Maximum Allowable 40B Developer Fee and Overhead") of the Cost Certification Guidance (the "Maximum Allowable Developer Fee"). The Maximum Allowable Developer Fee shall not include fees or profits paid to any other

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party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 21 below regarding Cost Certification in accordance with the requirements of 760 CMR 56.04(8) (e), in the event that DHCD determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 21 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by DHCD as provided herein.

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

#### MANAGEMENT OF THE DEVELOPMENT

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

#### CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

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

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

(c) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer in writing within thirty (30) days after receipt of the request that either

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

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

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

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

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

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For purposes hereof, the term "Beneficial Interest" as applied to the Developer shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

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

10. Omitted.

#### BOOKS AND RECORDS

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

12. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish DHCD with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of DHCD which include: (i) financial

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statements submitted in a format acceptable to DHCD; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by DHCD.

### **FINANCIAL STATEMENTS AND OCCUPANCY REPORTS**

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

### **NO CHANGE OF DEVELOPMENT'S USE**

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

### **NO DISCRIMINATION**

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

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



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

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

#### CONSTRUCTION AND FINAL COST CERTIFICATION

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

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

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

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

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

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

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

23. Omitted.

#### TERM

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

(b) Notwithstanding subsection (a) above, the provisions of Section 7(a)-(i) herein ("Limited Dividends") shall bind, and the benefits shall inure to, respectively, Developer





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

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

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

#### NOTICES

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

If to the Developer:

Needham Investment <sup>Company</sup> Co, LLC  
105 Chestnut Street, Suite 28  
Needham, MA 02492  
Attention: Matt Borrelli  
Fax: 781-444-8070

If to DHCD:

Department of Housing and Community Development  
100 Cambridge St., Suite 300  
Boston, MA 02114  
Attention: Director of Local Initiative Program  
Fax: 617-573-1330

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If to the Municipality:  
Board of Selectmen  
Town of Medfield  
459 Main Street  
Medfield, MA 02052 \_\_\_\_\_

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C O P Y

\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

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

### RECORDING

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

### GOVERNING LAW

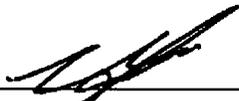
39. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions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

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

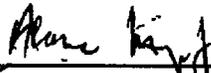
IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

**DEVELOPER:**

  
\_\_\_\_\_  
Needham Investment Co., LLLC  
*Company*  
By: Matthew D. Borrelli

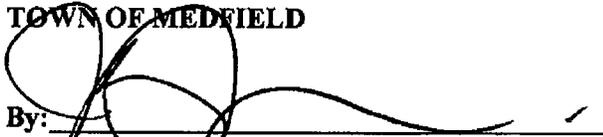
Its Member

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT, AS  
SUBSIDIZING AGENCY AS AFORESAID**

By:   
\_\_\_\_\_  
*By up Account Donec*

**MUNICIPALITY:**

**TOWN OF MEDFIELD**

  
\_\_\_\_\_  
Michael Marecchi  
Its Chairman

Attachments:

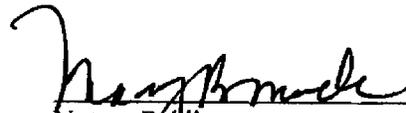
- Exhibit A – Legal Description
- Appendix A – Rent Schedule
- Appendix B – Fees Payable to DHCD



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COMMONWEALTH OF MASSACHUSETTS  
OFFICIAL  
COUNTY OF Norfolk, S.S. Y

NOT  
COMMONWEALTH OF MASSACHUSETTS  
OFFICIAL  
COPY

On this 17 day of July, 2018, before me, the undersigned notary public, personally appeared Michael Marcucci, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as the Chairman of the Medfield Board of Selectmen for the Town of Medfield and acknowledged to me that he/she signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
Print Name: MARIA BONARDI  
My Commission Expires:  
3/14/2025



NOT AN OFFICIAL COPY      EXHIBIT A      NOT AN OFFICIAL COPY

The parcel of land shown as Lot 12 on Land Court Plan 383-O on a plan entitled "BEING A SUBDIVISION OF LOT 7 LAND COURT CASE 383 L CREATING 2 LOTS PLAN OF LAND IN MEDFIELD MA Scale 1" =40' dated May 24, 2018", prepared by Glossa Engineering, Inc. 46 East Street, East Walpole, MA 02032.

LAND COURT, BOSTON. The Land herein described will be shown on our approved plan to follow as

*REFERRED TO*

SEP 20 2018

Plan 383<sup>0</sup> Lot 12  
(EXAMINED AS DESCRIPTION ONLY)  
CHIEF SURVEYOR  
(STL) JAW



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APPENDIX B  
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FEES PAYABLE TO DHCD

During the term of this agreement, the Developer shall pay to the Department of Housing and Community Development (DHCD) a Monitoring Fee of \$30 per month for each affordable unit, with a maximum annual fee of \$4,000. The Developer shall make each such payment to DHCD within ten (10) days of the end of the calendar year.

# Documentation Requirements Guide

## Preparation For SEB Pre-Approval Hillside Village, Medfield

**Do NOT submit anything at this time. After the Lottery, top households will be notified that they must submit all of the documentation covered by this guide. The due date for document submission will be 10 days after the lottery.**

This purpose of this guide is to facilitate any and all future eligibility reviews. The sections herein apply to every person who is in the household applying for the unit. If a section is applicable for ANY of your household members, it is strongly recommended that they start gathering all applicable and required documentation immediately to facilitate any and all future eligibility reviews.

In addition to determining your position on the Waiting Lists, the lottery will determine the date that all of this documentation must be submitted. Households moving forward in the process of leasing a unit will be given notification at least 10 days prior to the date by which all required documentation must be submitted by all household members.

1. **Earnings/Wages (CURRENT EMPLOYMENT):** All household members will need to submit copies of the **five (5)** most recent consecutive pay stubs or five most recent statements for every source of income for every household member 18 years or older. All pay-stubs or statements must have the name of the employer, date, wages, and name of the household member and cover the 5 most recent consecutive pay periods (*which will be a 5 week period if paid every week, or a 10 week period if paid every 2 weeks, or a 5 month period if paid once a month*).

Not Applicable

or

Obtain and place in folder for future submission

2. **Earnings (FORMER EMPLOYMENT):** For EACH AND EVERY source of income reported on the most recent tax return where a household member is no longer receiving income (e.g., no longer working for a particular employer), I understand that I will need to attach **ONE** of the following:

(A) A letter signed by that household member **and** a letter signed and dated from the former employer verifying the last day of income and the Year-To-Date income at time of separation OR

(B) Only for jobs where the last day of employment was prior to November 1<sup>st</sup> in the previous calendar year, I will need to submit the last paystub from the job that shows a Year-To-Date income that matches the Wages on the W-2 for that job OR

(C) The Initial determination of unemployment benefit statement that lists former employers, length of employment, gross income by quarter, and EIN Number OR

(D) I will need to complete the top portion of the Verification of Terminated Employment form attached in the back of this Guide and understand that SEB will submit this to the contact provided by me on the form in hopes of having it returned in the next 1-2 weeks but in the event that the former employer does not return the form I will submit the materials listed in part A, B, C of this section

I understand proof of termination will be required for every single job on my previous years tax returns (no matter how small), that this is to verify my current income and that being terminated from one or multiple jobs will in no way affect my affordable housing program eligibility.

Not Applicable

or

Obtain and place in folder for future submission

3. **Earnings (Social Security, SSDI, Pension, Retirement, Public Assistance, TANF):** I will need to submit copies of the most recent statements for every source of income listed on the line above for every household member 18 years or older. I understand that for Social Security and/or SSDI payments I need to submit the yearly benefit letter I receive from the Social Security Administration Office detailing my payments for the next 12 months.

Not Applicable

or

Obtain and place in folder for future submission

4. **Earnings (SELF EMPLOYED ONLY, INCLUDING UBER, LYFT ETC, SEE BELOW):** For every self-employed household member 18 years or older, I will need to attached copies of ALL of the following:  
(A) The Self-Employment Income Affidavit and Profit & Loss statements at the back of this application, completed, signed, and dated.  
(B) All supporting documentation including current financial statements, accountant statements, quarterly tax returns (if you file quarterly), and income and expense receipts.

**If I have a job or earn any income that is part of the "Gig Economy," such as Uber, Lyft, TaskRabbit, etc., or any other type of limited independent contracting, I will provide all information and documentation listed above. This includes the Profit and Loss statements as well as documentation of my year to date income (i.e. income reports, ride totals, etc.). I understand that 1099 independent contractors are self-employed for tax and affordable housing purposes.**

Not Applicable

or

Obtain and place in folder for future submission

5. **Earnings (Unemployment)** I will need to attach copies of the **three (3)** most recent consecutive unemployment statements for every household member 18 years or older who is currently receiving unemployment and understand that it must be assumed that the household member will continue to receive unemployment over the next 12 months. **For every household member who reported unemployment on their most recent tax return but who no longer receives it**, I will need to attach a copy of my current unemployment benefit statement or balance that was obtained online or at my unemployment office. The statement shows the last two unemployment payments received, my current benefit rate, and my current total benefit balance. I understand that if this documentation indicates that I have current benefits and have received recent payments, my unemployment will be calculated as part of my income, regardless of my current employment status.

Not Applicable

or

Obtain and place in folder for future submission

6. **Earnings (Workman's Comp, Severance pay)** I will need to attach copies of the **three (3)** most recent consecutive pay stubs or three most recent statements for payments I am receiving through Workman's Compensation or Severance settlement and if my current compensation or pay is not going to continue for the next 12 months, I will need to attach the legal document stating the monthly, yearly or total amount to which I am entitled in addition to the timeline and/or termination of such pay.

Not Applicable

or

Obtain and place in folder for future submission

7. **Household member with NO EARNINGS:** If a member of my household is 18 years or older and is not employed and not receiving any income, I will need to attach a letter from him/her attesting to this fact AND this letter must be signed and dated by that household member AND the letter has been notarized.

Not Applicable

or

Obtain and place in folder for future submission

**8. Divorce and/or Separation:** I understand that legally married couples shall both be considered part of the household, even if separated, and that children can only be considered part of the household if a head of household has at least joint physical custody of the child and so I will need to attach a copy of my divorce decree AND the divorce agreement to verify my household size claims. I understand that if no legal action has been taken for filing for divorce or separation, my partner's income and asset must be included in my application.

Not Applicable

or

Obtain and place in folder for future submission

**9. Child Support and/or Alimony:** If I am entitled to receive Child Support and/or alimony (even if I am not receiving it), I will need to attach **ONE** of the following:

(A) A copy of my divorce decree or settlement agreement OR

(B) A statement from the Department of Revenue (DOR) that shows my payments for the past 3 months OR

(C) In the event that I am not receiving the child support or alimony I am entitled to receive, I will need to attach a copy of my divorce decree AND proof of a legal claim filed against the person that owes me money and, if applicable, DOR statements and/or legal claims showing payments made and/or owed.

Not Applicable

or

Obtain and place in folder for future submission

**10. Periodic Payments:** If I am receiving any periodic payments, or listed anything under "Other Income", I will need to attach a signed and dated letter from the source of income that includes **ALL** of the following:

(A) The Year-To-Date income received AND

(B) The anticipated monthly income for the next 12 months AND

(C) The letter has me listed as the recipient of the payments AND

(D) The letter is notarized.

Not Applicable

or

Obtain and place in folder for future submission

**11. Section 8 mobile voucher or certificate:** I will need to attach a copy of my completed and signed current voucher from the appropriate Housing Authority.

Not Applicable

Obtain and place in folder for future submission

**12. Households with Students:** I will need to attach proof for every household member 18 years or older who is a full-time student of his/her full-time student status in the form of: Letter from the Registrar, Transcript or other enrollment verification.

Not Applicable

or

Obtain and place in folder for future submission

**HOUSEHOLD ASSETS:**

13. I will need to attach every page of complete, detailed statements for the 3 most recent months or most recent complete quarterly statement on ALL ASSETS held by each household member and all statements include information on interest, dividends, and gains or losses, if any. Assets include but are not limited to the following: Checking or savings accounts, CDs, money market accounts, Treasury bills, stocks, bonds, securities, trust funds, gifts, pensions, IRAs, Keoghs, other retirement accounts, real estate, rental property, other real estate holdings, all property held as an investment, and safe deposit box contents (include the value). All accounts must include complete statements with all pages and list dividend and interest information if applicable *regardless of how little money may currently be in the account.*

Obtain and place in folder for future submission

14. For EACH and EVERY DEPOSIT into EACH and EVERY checking and savings account, I will need to provide documentation from the source of the money deposited. If a deposit is from earnings of any kind, I will have followed all the directions in the applicable paragraphs on Earnings on the previous pages (i.e. submitted 5 most recent pay-stubs, verification from source of earnings etc). If a deposit is from child support and/or alimony, I will have followed all the directions in the paragraphs on Child Support/Alimony on the previous pages. If a deposit is a periodic payment, repayment, gift, reimbursement, I will have followed all the directions in the paragraph on the previous page titled "Periodic Payments". If a deposit is from a loan of any kind (including student loans), I will provide documentation showing the terms of the loan and the disbursement schedule. For any other deposit types, I will need to provide sufficient documentation of the purpose, frequency, amount and current status of these deposits from the source of payment. All written statements from third sources must be signed, dated and notarized.

Not Applicable

Obtain and place in folder for future submission

15. For every household member claiming to have NO ASSETS, I will need to attach a signed, dated, and notarized affidavit stating that the household member has no assets or accounts of any kind, including checking, savings, money market, trust, 401k, retirement, IRA, stocks, or any other type of account. If the household or household member has assets of any kind, they have followed the directions given in the two questions above.

Not Applicable

Obtain and place in folder for future submission

16. For every household member who no longer owns an asset that generated income on the most recent tax return (e.g., if a bank account was closed), I will need to attach a signed letter by the household member who formerly held that account AND either the final bank statement showing a zero balance or a signed and dated statement from the asset source attesting to this fact. And for every household member who divested themselves of an asset for less than full and fair present cash value of the asset within two years prior to this application, I have listed the full and fair cash value of the asset at the time of its disposition in the Asset Table AND provided the last statement for that asset showing its full market value AND attached a signed letter by the household member detailing the transaction in which they divested themselves of the asset.

Not Applicable

Obtain and place in folder for future submission

**17. REAL ESTATE:** If I currently own property, I will need to attach documentation supporting the value of the property (such as a recent broker's opinion of the property or tax assessment or value as stated on a divorce decree or settlement statement) AND documentation showing my debt on the property (such as mortgage statements or foreclosure notices). I understand that if I have sold a home in the last calendar year in which taxes were filed, I must include the HUD-1 Settlement statement for that sale. I understand that I cannot live in an affordable unit and own another home and, if my current home is under Purchase and Sale Agreement or being lost/sold through divorce, I may be entered onto a Waiting List for an affordable unit, but the home must be sold and a HUD-1 Settlement statement provided or the divorce must be finalized prior to move-in or I will lose my position on the Waiting List.

Not Applicable

or

Obtain and place in folder for future submission

**TAX DOCUMENTATION:**

**18.** I will need to attach all W-2s, 1099s and all other tax documentation for all sources of income and assets. I understand that W-2s are the tax documents that are given by employers to show wages, salaries and tips and 1099s are the tax documents that are given by other sources of income (ex: interest on savings accounts, income from retirement accounts, income from unemployment etc). These are the tax documents used so that 1040 taxes can properly be filed as detailed in the next question below. *(You will have a W-2 for every job worked in the most recent year you filed taxes. Please be sure that the wages in the W-2s you submit add up to the wages you filed on your 1040 tax form. If you are not currently working at any of the jobs for which you have received a W-2, please see Question 4 in this Guide: "Earnings (Former Employment)"*

Not Applicable

or

Obtain and place in folder for future submission

**19. 1040 Tax Transcripts:** I will need to attach a computerized print out of the **most recent federal income tax returns (i.e. 1040 tax transcripts) including any and all schedules, attachments and amendments** for every household member 18 years or older. **Every page of the tax transcript must be sent** (including, if applicable, Schedules A, B, C etc ). I understand I can obtain these transcripts from the tax professional who field my taxes last year or I can download these transcripts immediately for free by going to [www.irs.gov/Individuals/Get-Transcript](http://www.irs.gov/Individuals/Get-Transcript) or by calling the IRS at [1.800.829.1040](tel:18008291040) and they will mail or fax the transcripts in 7-10 days. **For every household member who has not filed in the past 3 years,** I will need to attach a statement from the IRS showing "No Filing" for that household member **for each and every year** in the past three years when taxes were not filed. I understand I can call 1.800.829.1040 and the IRS will mail it or fax it to me in 7-10 days. I understand I can download these statements of no filing for the applicable year immediately for free by going to [www.irs.gov/Individuals/Get-Transcript](http://www.irs.gov/Individuals/Get-Transcript) or by calling the IRS at 1.800.829.1040 and they will mail or fax the statements in 7-10 days. I understand that when I visit [www.irs.gov/Individuals/Get-Transcript](http://www.irs.gov/Individuals/Get-Transcript) I will need to sign up for an account by providing an email address where the IRS can email me a verification code that can then be used to access my records, that I will need to answer a few security questions, and then my tax transcripts or statements of "No Filing" for the past 5 years will be available.

**Applicable for ALL households, obtain and place in folder for future submission**

**PREFERENCES:**

**20. For Local Preference:** I stated on the lottery application that I/we qualify for local preference and will need to provide the required documentation. A household qualifies for Local if the applicant or a member of their household fit into one of the following categories (A) a current resident of Medfield or (B) an employee of a business located in Medfield including Town employees or (C) a current student in the Medfield school system (such as METCO students)

**Required Documentation:**

If qualifying under definition (A) as detailed above: I will need to submit a Copy of two (2) utility bills 1 from each utility company in my name dated within the last 60 days, e.g., (1) electric, (1) oil, (1) cable, (1) gas, or (1) telephone **landline (not cell phone)**. If utility bills cannot be provided the following documentation **must** be provided: current signed lease **AND** proof of voter registration from the Town Election Department

If qualifying under definition (B) as detailed above: I will need to submit copies of pay-stubs (these should already be submitted as directed in the **Earnings** section above) **AND IF THE PAY STUBS DO NOT SHOW THE ADDRESS OF THE JOB** I will need to submit a **signed statement** from my employer on company letterhead the states the address of the job and the employees name.

If qualifying under definition (C) as detailed above: I will need to submit copies of Medfield school transcripts **AND** proof of relation to the student (by birth certificate or legal guardianship or divorce decree)

- N/A
- Yes, Obtain and place in folder for future submission

Initial(s): \_\_\_\_\_ Initial(s): \_\_\_\_\_

**21. Disabled Accessible Unit OR Hearing Impaired OR Vision Impaired preference:** I will need to certify in writing that I am in need of an accessible unit OR unit for the hearing impaired OR unit for the vision impaired **AND** I will need to attach supporting documentation. Supporting documentation can be verification from a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.

- Not Applicable
- Not Interested
- Obtain and place in folder for future submission

**22. Household Type:** On page 4 of the Lottery Application for Household Type I stated that we have two household members who cannot be required to share a bedroom as a consequence of sharing would be a severe adverse impact on his or her mental or physical health and will need to attach supporting documentation. Supporting documentation can be verification from a doctor or other medical professional.

- Not Applicable
- or**
- Obtain and place in folder for future submission

**FINAL QUESTIONS OF HOUSEHOLD INCOME AND ELIGIBILITY:**

**23. If your Gross Annual Household Income is greater than the Allowable Income Limits** for your household size as specified on the cover page of the Application, you will need to submit a signed and dated statement detailing why your current income does not reflect what your household income will be over the next 12 months AND you will need to attach supporting documentation. **If there are planned changes in your household income over the next 12 months**, you will need to submit verification of these planned changes in income.

Not Applicable

or

Obtain and place in folder for future submission

# Additional Forms

*(if applicable)*

These are the forms that you need to complete if directed to do so in the previous section. You do not submit these forms now, but should have them ready to submit after the lottery.

# Verification of Terminated Employment

To Be Completed By Applicant:

Applicant/Tenant: \_\_\_\_\_  
\_\_\_\_\_

Contact Info of previous employer:

Name of Contact					
Company Name					
Street Address					
Town, State, Zip					
Tel.		Fax		email	

To Be Completed By Previous Employer:

Date of Termination: \_\_\_\_\_ Last Day Actually Worked: \_\_\_\_\_

Total Gross Income paid to employee over the last calendar year employed: \_\_\_\_\_

Reason for Termination:  Employee Quit  Other \_\_\_\_\_

Do you anticipate rehiring this employee?  Yes  No If yes, when: \_\_\_\_\_

Will the employee receive additional paychecks for Workman's Compensation?  Yes  No

If yes, provide the name and address of the company through which this can be verified:  
\_\_\_\_\_  
\_\_\_\_\_

Total severance pay anticipated for the next 12 months: \_\_\_\_\_

Is employee entitled to receive unemployment compensation?  Yes  No

*AUTHORIZED SIGNATURE*

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Please Fax form to SEB, LLC at (617) 782-4500 or mail to: **SEB Housing**  
**Re: Hillside Village**  
**257 Hillside Ave**  
**Needham, MA 02494**

--OFFICE USE ONLY--

Date Sent: \_\_\_\_\_

Date Received: \_\_\_\_\_

Comments: \_\_\_\_\_

**The following three pages are to be completed by any self-employed persons, 1099 independent contractors, household members who earn income as part of the “gig economy” (such as Uber, Lyft, TaskRabbit, etc.), or any prospective tenant who files self-employment and/or a Schedule C on their tax returns.**

**Examples of each form are included after this section to illustrate how they should be completed.**

# SELF EMPLOYMENT INCOME AFFIDAVIT

Please complete this form if a member of your household receives income as a business owner, independent contractor, sole proprietorship, cash pay, odd jobs, gig economy jobs (like **Uber/Lyft**) etc.

**You MUST complete and submit the two following profit and loss forms.**

Please submit all supporting documentation along with these forms.

Applicant/Tenant: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Position Held: \_\_\_\_\_

Start Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Gross Income Year to Date: \$ \_\_\_\_\_

Business Expenses Year to Date: \$ \_\_\_\_\_

Anticipated Gross Annual Income  
(Over the Next 12 months): \$ \_\_\_\_\_

Anticipated Annual Business Expenses:  
(Over the Next 12 months): \$ \_\_\_\_\_

Cash Withdrawals from Business: \$ \_\_\_\_\_

Do you file tax returns as  
Self-Employed / S Corp?     YES                       NO

If YES you MUST submit tax returns with schedule C / applicable paperwork for past 2 years

If NO please state why: \_\_\_\_\_

- Please include documents such as invoices, receipts, contracts, employment proposals, written business plans, business bank account statements, and/or accountant statement of business income to support the information claimed herein.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand that providing false representation herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date





**Please note the following three pages are an example of how to complete the Self-Employment Forms.**

## SELF EMPLOYMENT INCOME AFFIDAVIT

Please complete this form if a member of your household receives income as a business owner, independent contractor, sole proprietorship, cash pay, odd jobs, gig economy jobs (like **Uber/Lyft**) etc. **You MUST complete and submit the two following profit and loss forms.**  
Please submit all supporting documentation along with these forms.

Applicant/Tenant: Joe Applicant

Name of Business: Example Bicycle Shop LLC

Type of Business: Bike Sales and Service

Position Held: Owner

Start Date: January 2015

Business Address: 1234 Sample Rd, Boston MA, 02124

Gross Income Year to Date: \$ 11,000

Business Expenses Year to Date: \$ 8,700

Anticipated Gross Annual Income  
(Over the Next 12 months): \$23,850

Anticipated Annual Business Expenses:  
(Over the Next 12 months): \$16,250

Cash Withdrawals from Business: \$ 0

Do you file tax returns as  
Self-Employed / S Corp?     YES                       NO

If YES you MUST submit tax returns with schedule C / applicable paperwork for past 2 years

If NO please state why: \_\_\_\_\_

- Please include documents such as invoices, receipts, contracts, employment proposals, written business plans, business bank account statements, and/or accountant statement of business income to support the information claimed herein.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand that providing false representation herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

*Joseph Applicant*

10/12/16

Applicant Signature

Date

Year to Date Profit and Loss Statement <b>EXAMPLE</b> as of 10/16												Business Name: Example Bicycle Shop LLC			
Please fill in month and year (i.e. January 2016) →															
Revenue Source	Jan 2016	Feb 2016	March 2016	April 2016	May 2016	June 2016	July 2016	Aug 2016	Sept 2016	N/A	N/A	N/A	YEARLY TOTAL		
Bike Sales	1500	1500	1500	1500	1500	2000	1500	200	2500				13700		
Bike Service	600	700	600	600	600	900	600	0	1000				5600		
<b>Total Revenue</b>	2100	2200	2100	2100	2100	2900	2100	200	3500				19300		
<b>Cost of Sales</b>															
Cost of Goods (Bikes)	700	700	700	700	700	1200	700	100	1500				7000		
Cost of Parts (Service)	100	150	100	100	100	300	100	0	350				1300		
<b>Total Cost of Sales</b>	800	850	800	800	800	1500	800	100	1850				8300		
<b>Gross Income (Total Revenue minus Total Cost of Sales)</b>	1300	1350	1300	1300	1300	1400	1300	100	1650				11000		
<b>Expenses</b>															
Payroll expenses	100	100	100	100	100	100	100	100	100				900		
Supplies (office and operating)	50	50	50	50	50	50	50	50	50				450		
Repairs and maintenance	0	100	0	0	0	0	0	300	0				400		
Advertising	20	20	20	20	20	20	20	20	20				180		
Car, delivery and travel	50	50	50	50	50	50	50	50	50				450		
Accounting and legal	0	0	0	200	0	0	0	0	0				200		
Rent	600	600	600	600	600	600	600	600	600				5400		
Utilities	40	40	40	40	40	40	40	40	40				360		
Website Maintenance	40	40	40	40	40	40	40	40	40				360		
<b>Total Expenses</b>	900	1000	900	1100	900	900	900	1200	900				8700		
<b>Net Income (Gross Profit minus Total Expenses)</b>	400	350	400	200	400	500	400	-1100	750				2300		

Anticipated Profit and Loss Statement For the Next 12 Months <b>EXAMPLE</b>													Business Name: Business Name: Example Bicycle Shop LLC			
Please fill in month and year (i.e. January 2016) →	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	March 2017	April 2017	May 2017	June 2017	July 2017	Aug 2017	Sept 2017	YEARLY TOTAL			
<b>Revenue Source</b>																
Bike Sales	1500	2000	3000	1000	500	500	1500	1500	2000	2000	2000	2500	20000			
Bike Service	900	900	900	900	900	900	900	900	900	900	900	900	10800			
Bike Repair Classes *New*	0	0	0	0	0	1000	1000	1000	1000	1000	1000	1000	7000			
<b>Total Revenue</b>	2400	2900	3900	1900	1400	2400	3400	3400	3900	3900	3900	4400	37800			
<b>Cost of Sales</b>																
Cost of Goods (Bikes)	700	1200	1800	450	150	150	700	700	1200	1200	1200	1500	10950			
Cost of Parts (Service)	250	250	250	250	250	250	250	250	250	250	250	250	3000			
<b>Total Cost of Sales</b>	950	1450	2050	700	400	400	950	950	1450	1450	1450	1750	13950			
<b>Gross Income (Total Revenue minus Total Cost of Sales)</b>	1450	1450	1850	1200	1000	2000	2450	2450	2450	2450	2450	2650	23850			
<b>Expenses</b>																
Payroll expenses	100	100	100	100	100	100	100	100	100	100	100	100	1200			
Supplies (office and operating)	50	50	50	50	50	50	50	50	50	50	50	50	600			
Repairs and maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0			
Advertising	20	20	20	20	100	150	150	150	150	150	150	150	1230			
Car, delivery and travel	50	50	50	50	50	50	50	50	50	50	50	50	600			
Accounting and legal	0	0	0	0	0	0	800	0	0	0	0	0	800			
Rent	600	600	600	600	600	600	600	600	600	600	600	600	7200			
Utilities	40	40	40	40	40	40	40	40	40	40	40	40	480			
Website Maintenance	40	40	40	40	60	60	60	60	60	60	60	60	640			
Salary for Class Teacher *New*	0	0	0	0	0	500	500	500	500	500	500	500	3500			
<b>Total Expenses</b>	900	900	900	900	1000	1550	2350	1550	1550	1550	1550	1550	16250			
<b>Net Income (Gross Profit minus Total Expenses)</b>	550	550	950	300	0	450	100	900	900	900	900	1100	7600			



# Affordable Unit Application

## Hillside Village

Medfield, MA

**Applications must be completed and received by 2 pm TBD, 2019.**

MAXIMUM Household Income Limits:

\$62,450 (1 person), \$71,400 (2 people), \$80,300 (3 people), \$89,200 (4 people), \$96,350 (5 people), \$103,500 (6 people)

Rents are \$tbd \* (1 BR), \$tbd \* (2 BR) and \$tbd \* (3BR) and does not include any utilities. Tenants will pay own Gas Heat, Gas Hot Water, Electric Cooking, Electricity. Water and Sewer are included in the rent. **No smoking or pets allowed.**

*\*Rents for the units available in 2019 are subject to change. If the AMI increases or the utility allowances decrease, the rent may increase as further described in the Regulatory Agreement.*

**Households must make approximately \$tbd to lease a 1BR unit, \$tbd to lease a 2BR unit and \$tbd to lease a 3BR unit (please read the Information Packet for more details). *\*\*rents and minimum incomes, which are a function of rents, will be updated prior to marketing with current up-to-date rents***

This is not subsidized housing. Rents do not change based on applicant's income and tenants will be responsible for paying the full rent themselves. Applicants with Section 8 Vouchers should contact their local housing authorities before applying. **Please read the Information Packet for more details.**

Units are planned for occupancy in Fall 2019.

### Directions:

**Applications must be completed and delivered by the date at the top of this page. This application must be filled out entirely in order for your application to be processed. Every space given to initial must be initialed, even if you answer "N/A". If a question does not apply to you, check "N/A". LEAVE NOTHING BLANK. Send or drop off all applications by the date above to:**

SEB Housing  
Re: Hillside Village  
257 Hillside Ave  
Needham, MA 02494  
Fax: 617.782.4500  
Phone: 617.782.6900  
Email: [info@sebhousing.com](mailto:info@sebhousing.com)

*If faxing or scanning, be sure to transmit both sides of double sided pages*



## Hillside Village Program Application

Please provide all the following contact information for the Head of Household:

Applicant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone:(\_\_\_\_\_) \_\_\_\_\_ Work Phone:(\_\_\_\_\_) \_\_\_\_\_

Cell Phone:(\_\_\_\_\_) \_\_\_\_\_ Employer: \_\_\_\_\_

Email address (if available): \_\_\_\_\_ @ \_\_\_\_\_

*Please note: Providing your email should facilitate the process of completing your application as you will be notified of missing documentation faster than if we can only send notifications via postal mail. If you do not provide your email address or do not have an email address, we will contact you via postal mail. We will not contact you about future lotteries unless requested.*

**Anticipated Move-In/Lease Renewal Date:** \_\_\_\_\_

**Bedroom Size Information:** For which bedroom size are you applying (you can select more than one)

- 1 bedroom
- 2 bedroom
- 3 bedroom

**Do you currently receive or do you have a Section 8 mobile voucher or certificate?** (The Lottery Agent does not discriminate based on source of income. This question is asked for the sole purpose of determining ability to pay rent.)

- Yes                       No

Please fill out the chart below for everyone who will be occupying the unit:

NAME A.	AGE B.	HEAD OF HOUSEHOLD OR DEPENDENT C.	RELATIONSHIP TO APPLICANT LISTED AT THE TOP OF THIS PAGE D.

I certify that my Household Size is (total number of entries in column A) \_\_\_\_\_.

Initial(s): \_\_\_\_\_

Initial(s): \_\_\_\_\_

**HOUSEHOLD TYPE** (please check one, read the Information Packet for more details):

Type III

- 6 person household: all types
- 5 person household: all types
- 4 person household: all types
- 3 person household: 1 head-of-household plus 2 dependents
- 3 person household: 2 heads-of-household plus one dependent, where heads of household *cannot be required to share a bedroom as a consequence of sharing would be a severe adverse impact on his or her mental or physical health*

Type II

- 3 person household: 2 heads-of-household plus 1 dependent
- 2 person household: 2 heads-of-household *who cannot be required to share a bedroom as a consequence of sharing would be a severe adverse impact on his or her mental or physical health*
- 2 person household: 1 head-of-household plus one dependent

Type I

- 2 person household: 2 heads-of-household
- 1 person household: all types

**PREFERENCE INFORMATION**

(Please note that documentation **will** be required to verify preferences after the lottery and **households who incorrectly apply for a preference will be dropped from all waiting lists**)

**Do you or any member of your household qualify for Local Preference?** An applicant qualifies for local preference if the applicant or a member of their household fit into one of the following categories (A) a current resident of Medfield, (B) an employee of the Town of Medfield (including Medfield Public Schools) or (C) an employee of a business located within the Town of Medfield or (D) a parent or guardian with children attending the Medfield Public Schools (including METCO students)

- Yes
- No

**Are you, or any member of your household, in need of an accessible unit?** This is defined as persons with a physical disability that meet standards established by the Department of Housing and Community Development and state laws for disabled accessible housing and who needs the features of a disabled-accessible unit.

- Yes
- No

*If yes, in Section 2: Preferences, you will be required to attach documentation as directed..*

**REASONABLE ACCOMMODATION**

Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

Does any member of the household have any accessibility or reasonable accommodation requests or changes in a unit or development or alternative ways we need to communicate with you?

- Yes
- No

If yes, please explain in the space provided here or write a signed statement and attach it:

**RACE: (OPTIONAL)**

You are requested to complete the following optional section in order to assist in determining preference. Completing this section may qualify you for additional lottery pools. (Please check all boxes that apply):

- Alaskan Native and Native American
- Black or African American
- Hispanic or Latino
- White (not of Hispanic origin)
- Asian
- Native Hawaiian or Pacific Islander
- Other (please specify)\_\_\_\_\_

**RELATED PARTY**

Is any member of the household related to or employed by the developer or related to or employed by the Property Management Company?

- Yes
- No

If yes, please explain the relationship in the space provided here:

**DATABASE INFORMATION**

How did you find out about this affordable housing opportunity?  
(please be as specific as possible, if found "online" please provide web address)

## INSTRUCTIONS FOR COMPLETING THE FOLLOWING INCOME TABLE

Please complete the Income Table on the following two pages. You will later be asked to attach supporting documentation in the form of the **five most recent consecutive pay stubs and/or income statements for all sources of income, W-2 statements** and the **most recent federal income tax returns** (including all attachments and amendments) for each member of the household.

For the purpose of **income determination**, "**Household**" shall mean all persons whose names appear on the lease, and also all persons who intend to occupy the housing unit as their permanent primary residence, even if they are not included on the lease. Legally married couples shall both be considered part of the household, even if separated. The incomes of *all* household members will be included, with the exception of income from employment for household members under the age of 18 or any income over \$480/year of full-time students who are dependents (but please note that documentation of income for those dependents still needs to be supplied).

**Please note:**

1. Gross income from current wages, salaries, tips, etc. is the full amount, before any deductions, and is the amount used to determine estimated current annualized income.
2. For self-employed applicants- include the contract or job name in the space provided. You will be directed to all the additional documentation you will need to submit in **Section 2**.
3. "Interest Income" refers to any amount that you receive from any asset except for amounts drawn down from a retirement account or 401K as those go on the lines for "pension" or "retirement funds".



Household Member Name	Source of Income	Current GROSS Monthly Income
	Unemployment Compensation	
	Workman's Compensation	
	Severance Pay	
	Title IV/TANF	
	Full-Time Student Income (18 & Over Only)	
	Full-Time Student Income (18 & Over Only)	
	Periodic payments from family/friends & Recurring Gifts (i.e. rent assistance from family)	
	Interest Income (source)	
	Other Income (name/source)	
	Other Income (name/source)	
	Gross Monthly Household Income (GMHI)	\$ /month
<b>GMHI x 12 =</b> Gross Annual Household Income      \$      /year		

# ASSETS

If a section doesn't apply, cross out or write NA. In the next section you will be directed to submit detailed bank/balance statements for EVERY ASSET listed here. If any household member has divested themselves of an asset for less than full and fair present cash value of the asset within two years prior to this application, the full and fair cash value of the asset at the time of its disposition must be listed below.

	Bank Name	Last 4 Digits of Acct Number	Amount	
<b>Checking Accounts</b>			Balance \$	
			Balance \$	
			Balance \$	
			Balance \$	
<b>Savings Accounts</b>			Balance \$	
			Balance \$	
			Balance \$	
			Balance \$	
<b>Trust Account</b>			Balance \$	
<b>Certificates (or CDs)</b>			Balance \$	
			Balance \$	
			Balance \$	
<b>Savings Bonds</b>	<b>Maturity Date:</b>		Value \$	
	<b>Maturity Date:</b>		Value \$	
<b>401k, IRA, Retirement Accounts (Net Cash Value)</b>	<b>Company Name:</b>		Value \$	
	<b>Company Name:</b>		Value \$	
	<b>Company Name:</b>		Value \$	
	<b>Company Name:</b>		Value \$	
<b>Mutual Funds</b>	<b>Name:</b>	<b># of Shares:</b>	<b>Interest/Dividends</b>	<b>Value</b>
			\$	\$
			\$	\$
			\$	\$
<b>Stocks</b>			\$	\$
			\$	\$
			\$	\$
<b>Bonds</b>			\$	\$
			\$	\$
<b>Investment Property</b>			<b>Appraised Value \$</b>	

## REAL ESTATE

Do you, or anyone on this application, own any property or have owned property in the past 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you, or anyone on this application, entitled to receive any amount of money from the sale of any property? (currently or through an upcoming court settlement)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes to either question, type of property:</i>	
<b>Location of property:</b>	\$
<b>Appraised Market Value:</b>	\$
<b>Mortgage or outstanding loans balance due:</b>	\$

**You must now read, sign and date the following page.**

**Please read each item below carefully before you sign.**

1. I hereby declare under pain and penalty of perjury that the information provided on every page of this application is true and correct. I understand that if any sources of income or assets are not disclosed on this application, or any information provided herein is not true and accurate, this application may be removed immediately from further consideration and I will no longer be allowed to reserve a unit.
2. I understand that this application will be incomplete if I do not sign and date this page and initial at all indicated points in the application and that the failure to timely and/or fully supply information in accordance with the application may result in the the denial of my application and loss of position on all Waiting Lists.
3. The undersigned certify that none of the people listed in this application, or their families, have a financial interest in the development and none of the people listed in this application can be considered a Related Party by the affordable housing guidelines that govern this property.
4. The undersigned certify that the affordable unit will be undersigned's principal residence and the undersigned cannot own a home elsewhere or in trust while living in an affordable unit.
5. I understand that while previous years' tax transcripts and documentation are required, SEB Housing LLC does not use income reported on the previous years' tax documentation to calculate current annualized income.
6. I understand that the lease or residency agreement for the units to be occupied through this affordable housing program may be subject to cancellation if any of the information above is not true and accurate.
7. I understand that this is a preliminary application and the information provided **does not** guarantee housing. I also understand this is not the lease application used by the management company where the management company (not SEB Housing) will us criteria such credit score, tenant history and criminal background screening (in addition to affordable housing eligibility) to determine eligibility for an affordable unit.
8. I understand that any material change in the income or assets of my household that occurs after the submission of this application may make me ineligible for affordable housing. I understand that any changes to income or assets that may put my household into another income tier must be reported to SEB Housing.
9. Co-signers and Guarantors **are not** permitted unless they are co-tenants who will reside in the unit.
10. I acknowledge that if my email address is provided in this application, SEB Housing, LLC will correspond with me by email instead of postal mail unless I make a written request otherwise. I understand that any changes to my contact information or household composition must be reported to SEB Housing.
11. I acknowledge that the determination of eligibility by SEB Housing is based upon the guidelines that govern the Affordable Housing Program for the development and, as such, barring any confirmed error by SEB Housing in applying the guidelines and/or calculating income, the decision is final and I further agree to hold harmless SEB Housing from any claim(s) related to this application.
12. The undersigned give consent to the Town of Medfield, SEB Housing LLC, Hillside Village, and DHCD to verify the information provided in this application. The undersigned authorize the release of information necessary in determining income and assets from third-party references.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**Attach all documentation as directed. Send applications with ALL required documentation as directed on the cover page.** For Questions contact [info@sebhousing.com](mailto:info@sebhousing.com) or (617) 782-6900

This development does not discriminate in the selection of applicants on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.



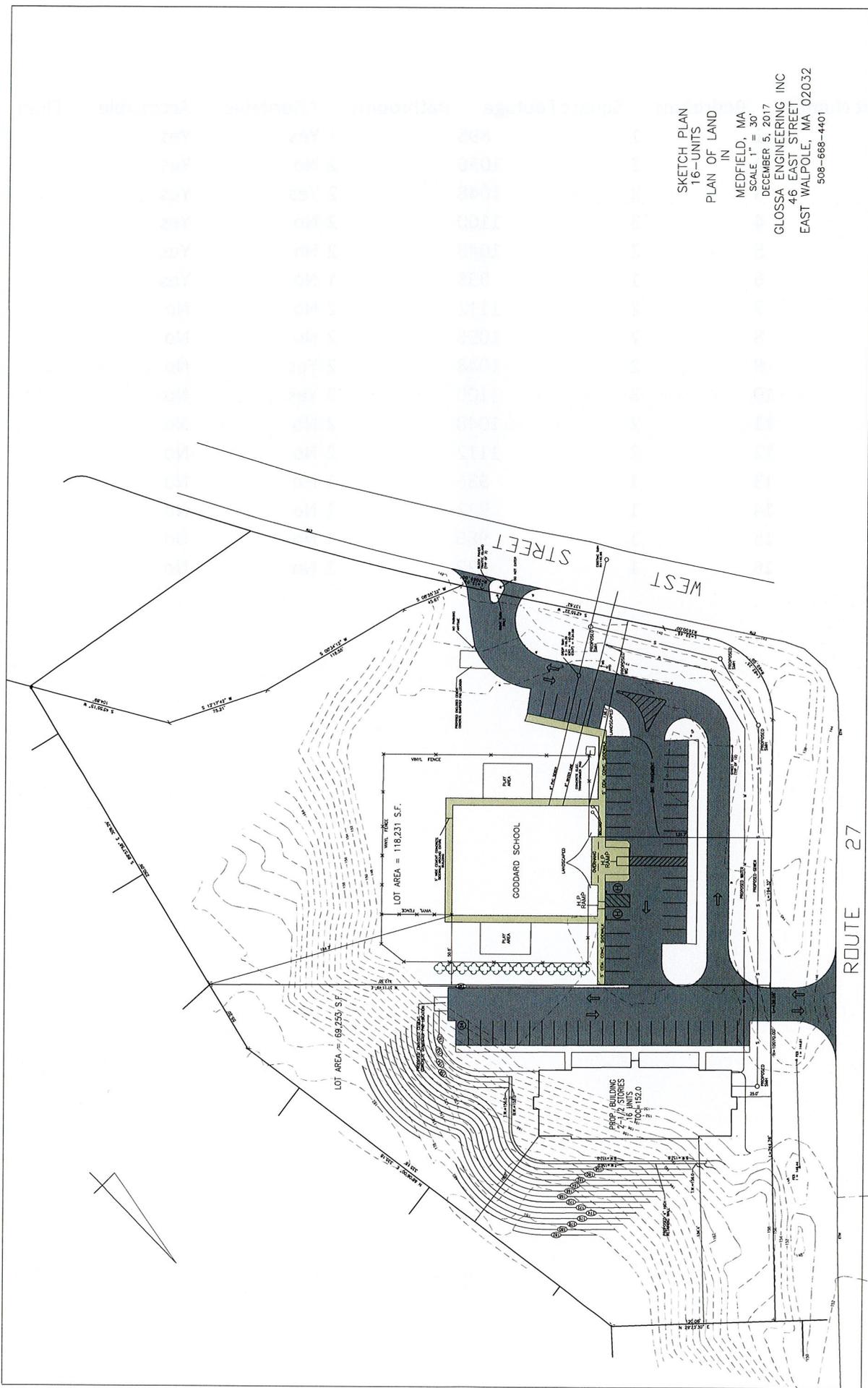






SKETCH PLAN  
16-UNITS  
PLAN OF LAND  
IN

MEDFIELD, MA  
SCALE 1" = 30'  
DECEMBER 5, 2017  
GLOSSA ENGINEERING INC  
46 EAST STREET  
EAST WALPOLE, MA 02032  
508-688-4401



Unit Number	Bedrooms	Square Footage	Bathrooms	Affordable	Accessible	Floor
1	1	895	1	Yes	Yes	1
2	2	1056	2	No	Yes	1
3	2	1048	2	Yes	Yes	1
4	3	1100	2	No	Yes	1
5	2	1048	2	No	Yes	1
6	1	895	1	No	Yes	1
7	2	1112	2	No	No	2
8	2	1056	2	No	No	2
9	2	1048	2	Yes	No	2
10	3	1100	2	Yes	No	2
11	2	1048	2	No	No	2
12	2	1112	2	No	No	2
13	1	986	1	No	No	3
14	1	922	1	No	No	3
15	1	986	1	No	No	3
16	1	922	1	No	No	3



## MASSACHUSETTS HOUSING PARTNERSHIP

# CHAPTER 40B TECHNICAL ASSISTANCE PROGRAM GUIDELINES 2018

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### OVERVIEW

The Massachusetts Housing Partnership (MHP) provides technical assistance to local Zoning Boards of Appeal (ZBA) in the review of permit applications for Comprehensive Permits pursuant to Chapter 40B of the Massachusetts General Laws (“Chapter 40B”) and the regulations promulgated there under at 760 C.M.R. 56.00 (the “Regulations”).

The purpose of the MHP Chapter 40B Technical Assistance Program is to assist the Zoning Board of Appeals, and other relevant municipal boards, in the review of specific Chapter 40B development proposals. MHP provides awards of up to \$15,000 to municipalities to pay for third-party consultants to work with the ZBA to increase local capacity and to assist in the review and permitting process for Chapter 40B Comprehensive Permit projects. Communities that have achieved 10% on the Subsidized Housing Inventory or that have been certified by DHCD to have an affordable housing inventory that is at or above 10% or exceeds 1.5% of the land zoned for residential, commercial or industrial use are not eligible for the 40B TA Program.

Since the inception of this program in 1999, most communities receiving technical assistance from MHP have successfully negotiated comprehensive permits on terms mutually agreeable to the municipality and the developer. In a small number of cases MHP’s technical assistance has resulted in the withdrawal of inappropriate Chapter 40B proposals or the denial of the permit by the community.

### PROCEDURES

#### Application Process

- The applicant contacts the MHP Chapter 40B technical assistance staff at any time to discuss a Chapter 40B development that has been filed or is likely to be filed with the ZBA.
- Applications are accepted by MHP after an initial phone intake.
- An application for technical assistance will only be accepted and reviewed by MHP after the comprehensive permit application has been filed with the ZBA,
- Applicants can request a pre-hearing training on 40B for the Zoning Board and other town staff, boards and committees.
- The MHP application must include:
  - a copy of the Project Eligibility Letter from the subsidizing agency,
  - the comment letter the municipality sent to the Subsidizing Agency, and
  - any Local Rules for Comprehensive Permits the ZBA may have adopted
- The application must be signed by both the ZBA Chair and the Chief Elected Official.
- MHP strongly recommends interested communities contact MHP early in the process to facilitate the engagement of a qualified consultant *prior* to the start of the first public hearing. MHP reserves the right to reject an application for assistance after the hearing has opened.



- MHP typically completes a review within 10 days of the receipt of a complete of the application and, if approved, sends an award letter to the applicant community.

### **Consultant Services**

- Prior to receiving an award a community must select a consultant from MHP's list of Program Consultants.
- Program Consultants are responsible for
  - providing technical assistance to the municipality in understanding the Chapter 40B permitting and review process;
  - assisting in identifying areas needing additional study or technical information; and
  - facilitating constructive discussions between the developer and the ZBA.
- The Program Consultant's role in providing comprehensive Chapter 40B technical assistance does not replace the role of the municipality's legal counsel. However, in accepting the technical assistance award, the municipality agrees that the consultant will be the lead consultant for the project and will assist in assessing the need for additional technical assistance including peer review consultants.
- Program Consultants are limited to contracting with a maximum of 3 communities at one time. Exceptions may be made for consultants who have previously contracted with communities under the Program.

### **Uses of Technical Assistance Funds**

- MHP Program staff will work with the applicant community to determine the amount of the technical assistance award. A maximum of \$15,000 is available for the first award to a given community with a typical award amount of up to \$10,000 for subsequent requests.
- For communities with multiple simultaneous 40B projects, MHP reserves the right to limit the total amount of funds awarded at any given time to a community.
- An award under the Program does not fund or take the place of services that are typically the financial responsibility of the developer, such as peer review for engineering, traffic, architecture and other technical issues eligible for funding under M.G.L. c. 44 Sec. 53G.
- Legal costs for municipal counsel and mediation services are not within the scope of this Program.

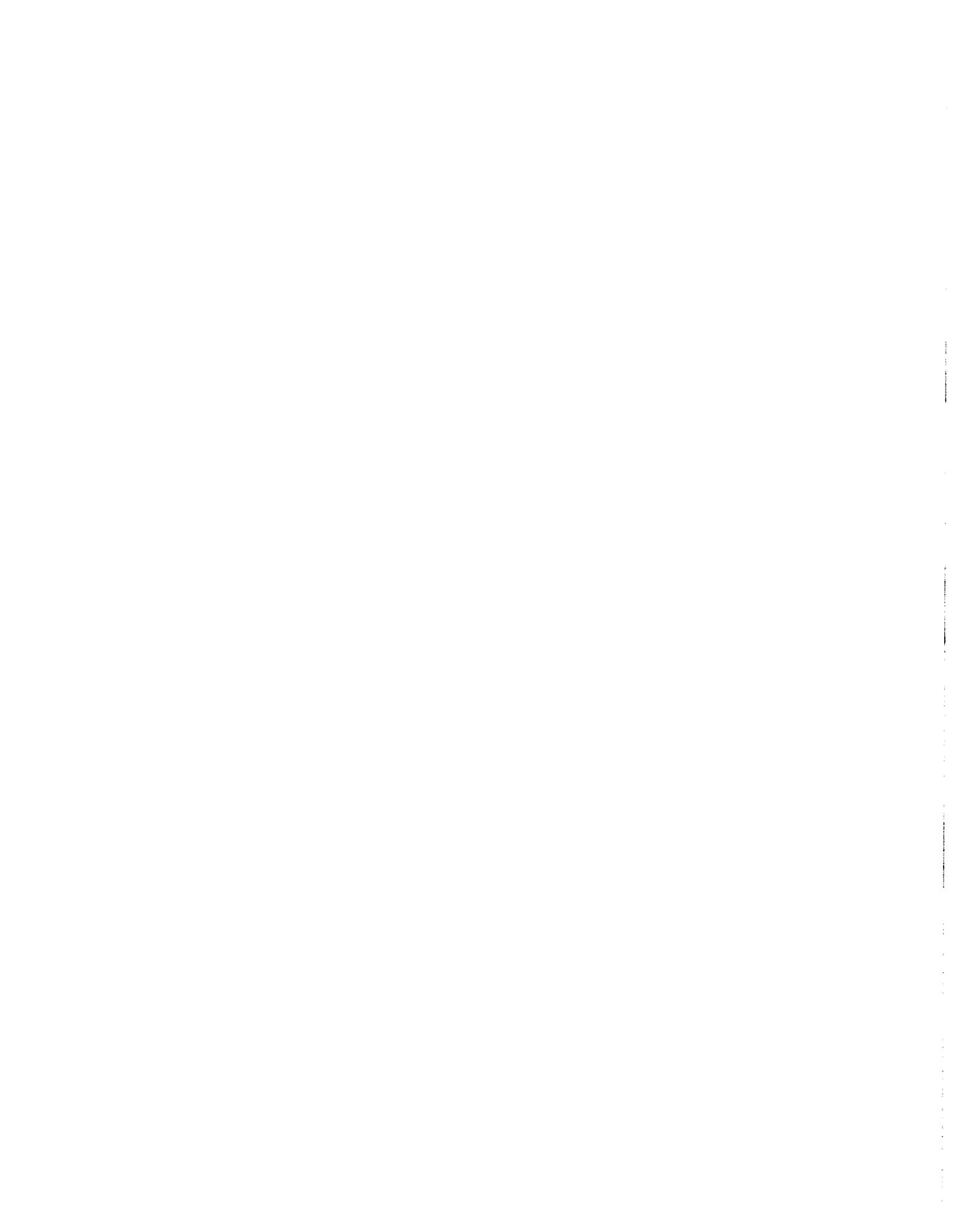
### **Contracting and Payment**

- MHP will contract with the Program Consultant selected by the applicant, who will be an independent contractor of MHP and will render the contracted services directly to the community. The Program Consultant shall perform the services in a professional, independent, impartial manner in accordance with Chapter 40B, the Regulations, DHCD's Guidelines for Ch. 40B Comprehensive Permit Projects, and the 40B Consultant Program Guidelines
- MHP will furnish a copy of the signed contract to the municipality, which will contain a scope of work.
- The Program Consultant shall submit invoices directly to MHP for payment. MHP will request authorization for payment from the municipality prior to making a payment to the Program Consultant. However, if no response by the municipality is received within 5 business days, approval will be assumed.

### **Reporting and Evaluation**

- MHP requests that the municipality notify MHP if the Chapter 40B permit application is withdrawn by the developer or if for any reason the technical assistance award funds are no longer needed.
- MHP requires that a copy of the final ZBA decision be sent to MHP at the time the decision is issued and filed with the Clerk's office.
- MHP requires the completion and submission of the *MHP Chapter 40B Program Evaluation Form* which is used to evaluate consultant assistance and the effectiveness of the program.

To speak to MHP staff about your Chapter 40B project and to request an application for technical assistance contact Laura Shufelt at 857.317.8582or [lshufelt@mhp.net](mailto:lshufelt@mhp.net) .





Date: \_\_\_\_\_

## Ch. 40B Technical Review Assistance Application

Please speak to Community Assistance staff to discuss your project before requesting an application.

Laura Shufelt: 857.317.8582 or lshufelt@mhp.net

### CONTACT INFORMATION

Municipal Contact for Application	Sarah Raposa	ZBA Chair	John J McNicholas	Chief Elected Official	Gus Murby
Address	459 Main Street	Address	same	Address	same
City/Town/Zip	Medfield, MA 02052	City/Town/Zip	same	City/Town/Zip	same
Phone	508-906-3027	Phone	same	Phone	same
Email	sraposa@medfield.net	Email	jmcnicholas@fletchertilton.com	Email	gmurby1651@gmail.com

### PROJECT INFORMATION

Project Name: The Rosebay at Medfield	Developer: NewGate Housing LLC
Principals: Brian McMillin	Attorney: Benjamin B. Tymann (permitting)/Stephen M. Nolan (financing)
Consultants: see below	Engineer: Merrikin Engineering, LLP
Project Address: 30 Pound St, Medfield	

### DEVELOPMENT SITE & ZBA MEETINGS

Number of Units Proposed: Total 45 Affordable 45

Project Type: Rental  Homeownership

Size of Site: ~2.4 acres

Age-restricted? Yes  No

Date Permit Application Filed with ZBA: \_\_\_\_\_

Is 1st Hearing within 30 days of application? Yes  No

Day/Time ZBA meets? Second Thursdays at 7 pm

Have hearings been held already for this project? Yes  No

### Consultants:

Architect: VMY Architects, LLC

Traffic: Vanasse & Associates, Inc.

Wetlands and Environmental Science: LEC

Environmental Consultants, Inc.

Design, Engineering, and Construction: WaypointKLA

Geotechnical Engineering: McPhail Associates, Inc.

First Hearing Date? \_\_\_\_\_

If Yes, dates? \_\_\_\_\_



**SITE APPROVAL/ELIGIBILITY LETTER:**

What is the source of the project eligibility letter? DHCD

Date of Project Eligibility Letter December 31, 2018

*Please provide a copy of the letter with this application.*

Did the municipality submit comments to the Subsidizing Agency? Yes  No

*Please provide a copy of the comment letter with this application.*

What specific review issues would you like assistance?

Process, decision drafting

What are the main municipal concerns with the project?

height, bulk, massing, compatibility with neighborhood, density, traffic, circulation

Does municipal staff or ZBA members have prior experience reviewing comprehensive permits ?

Yes  No  If yes, how much? \_\_\_\_\_

Does the municipality have a Housing Production Plan that addresses affordable housing?

Yes  No

If yes, is the plan approved by DHCD? Yes  No  Certified? Yes  No

Has the municipality adopted Comprehensive Permit review rules? Yes  No

*If yes, please include a copy of the rules with this application.*

Who is the counsel/attorney for the ZBA on this project?

Mark Cerel, Town Counsel

Please list the Comprehensive Permit applications submitted to the municipality in the last 5 years .

NAME OF PROJECT	FUNDING SOURCE	APPROVED/DENIED	DATE
Medfield Meadows	DHCD	Approved	5/10/19
71 North Street	DHCD	Approved	5/24/18
Hillside Village	DHCD	Approved	5/24/18
67 North Street	DHCD	Approved	5/22/17

Which consultant does the ZBA prefer?

1. Paul Haverty

2. \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF CHIEF ELECTED OFFICER

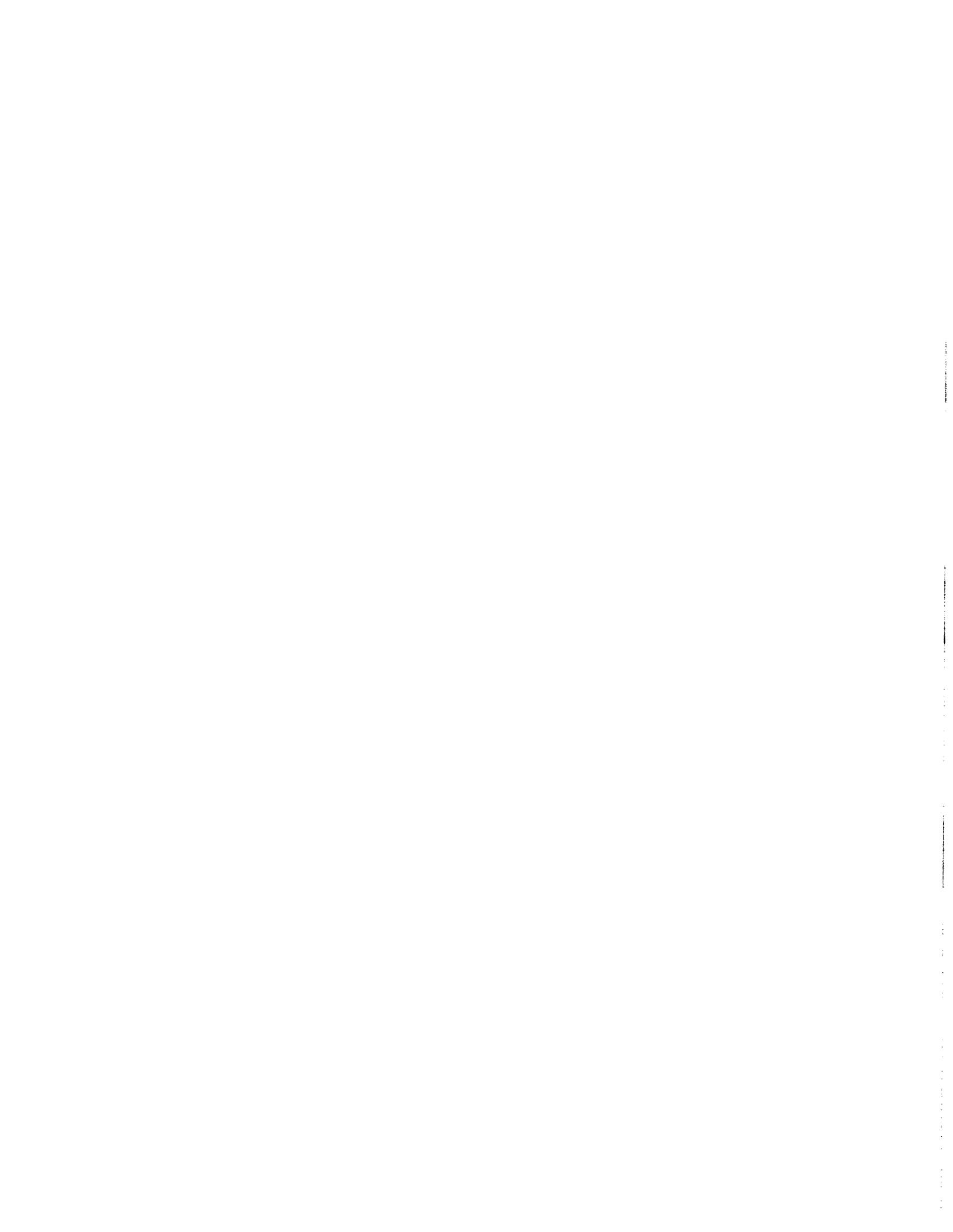
\_\_\_\_\_  
DATE

Gus Murby, Chair  
PRINT NAME AND TITLE

\_\_\_\_\_  
SIGNATURE OF ZBA CHAIR

\_\_\_\_\_  
DATE

John J. McNicholas, Chair  
PRINT NAME





**CHAPTER 90 - FINAL REPORT**

CONTRACT# 50878-13

City/Town Town of Medfield Project Engineering Main Street  
 Location(s) Main Street (Rte 109)  
 Length 14 Feet Width 24 Feet  
 Work was Started 3/15/2018 and Completed 7/13/2018  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account \_\_\_\_\_ Advertised Contract \_\_\_\_\_ Other \_\_\_\_\_

**\* REMARKS:**

**EXPENDITURES:** State Funds @ 100% \$30,000.00  
 Municipal Funds \$  
 Other Funds \$  
**TOTAL PROJECT EXPENDITURES \$30,000.00**

**SCOPE OF WORK:**

**CERTIFICATION**

The undersigned hereby certify that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981). We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof. Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

<b>PREPARED &amp; REVIEWED BY</b>	
<i>Maurice Goulet</i>	
<i>DPW DIRECTOR</i>	<i>4/27/19</i>
Highway Officer's Title	Date
<i>TOWN ACCOUNTANT</i>	
<i>Jay A. Ricciuti</i>	<i>4/29/19</i>
Accounting Officer's Title	Date

<b>Signed:</b>	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.



Chapter 90 Reimbursement Request

City/Town Medfield Project 50878-13

Project Request was approved on 3/15/2018 for \$30,000 at 100 % Reimbursement Rate = \$30,000.

- 1. Attached are forms which document payment of approved expenditures totaling \$17,100, for which we are requesting \$17,100, at the approved reimbursement rate of 100 % percent.
- 2. The amount expended to date on this project is \$30,000.
- 3. Is this request for a FINAL payment on this project? Yes  No

4. Remarks:

CERTIFICATION

A. I hereby certify under penalty of perjury, that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the Massachusetts Highway Department Policies and established Municipal Standards that were approved for this project.

Signed: Maurice Goubet DPW DIRECTOR 4/27/19  
Highway Officer's Title Date

B. I/We certify under penalty of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981, is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

Signed: \_\_\_\_\_

by Joy A. Ricciardi

\_\_\_\_\_

\_\_\_\_\_

duly authorized

TOWN ACCOUNTANT  
Accounting Officer's Title

Date





IMPROVING COMMUNITIES TOGETHER

11214  
ch90  
330322-  
520000

July 13, 2018

Project No: 18.06015.00  
Invoice No: 2

TOWN OF MEDFIELD  
MR. MAURICE GOULET  
DIRECTOR OF PUBLIC WORKS  
55 N. MEADOWS RD.  
MEDFIELD, MA 02052

Project 18.06015.00 MEDFIELD, MA / RTE. 109 CORRIDOR IMPROVE

**Professional Services from June 2, 2018 to June 29, 2018**

<b>Fee</b>			
Total Fee	30,000.00		
Percent Complete	100.00	Total Earned	30,000.00
		Previous Fee Billing	12,900.00
		Current Fee Billing	17,100.00
		<b>Total Fee</b>	<b>17,100.00</b>
		<b>TOTAL DUE THIS INVOICE ...</b>	<b>\$17,100.00</b>

Please Remit To:  
BETA Group, Inc., P.O. Box 9, Albion, RI 02802-0009

Authorized By: Thomas Loughlin  
THOMAS LOUGHLIN

Date: JUL 13 2018

vendor warrant - 5356

DDA-XXXXX5356

<b>TOWN OF MEDFIELD</b>		CHECK NO. <b>203744</b>	53-447 113
459 Main Street Medfield, MA 02052 508-359-8505		203744	Rockland Trust Massachusetts
VENDOR	CHECK DATE	CHECK AMOUNT	
11214	08/14/2018	\$17,100.00	
*****17,100 DOLLARS AND NO CENTS			
<b>PAY</b>	BETA GROUP, INC.		
TO THE ORDER OF	P.O. BOX-9		
	ALBION		
	RI 02802-0009		
	<i>George K. Calin</i> M.B.		
⑈ 203744⑈ ⑆ 011304478⑆ 403535B⑈			

FOR DEPOSIT ONLY  
 BETA GROUP, INC.  
 ACCT # 4:30061913

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

FOR DEPOSIT ONLY  
 BETA GROUP, INC.  
 ACCT # 4:30061913

FOR DEPOSIT ONLY  
 BETA GROUP, INC.  
 ACCT # 4:30061913

Amount: -17100.00  
 Description: CHECK  
 Check Number: 203744  
 Posted Date: 8/21/2018  
 Transaction Type: History



**STATE AID REIMBURSABLE PROGRAMS - FINAL REPORT**

updated 12/2017

Program Type: Chapter 90  Muni Bridge  Complete Streets  Other

CONTRACT# 50878-10

City/Town Medfield Project Name Engineering Philip St  
 Location(s) Philip St  
 Length 14 Feet Width 24 Feet  
 Work was Started 9/1/2016 and Completed 9/1/2018  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account                      Advertised Contract                      Other                     

**\* REMARKS:**

<b>EXPENDITURES:</b>	State Funds @ 100%	\$90,013.00
	Municipal Funds	\$
	Other Funds	\$
	<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$90,013.00</b>

**SCOPE OF WORK:**

**CERTIFICATION**

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

<b>PREPARED &amp; REVIEWED BY</b>	
<i>Maurice Goulet</i>	
<i>DPR Director</i>	<i>4/24/19</i>
Highway Officer's Title	Date
<i>Joy A Ricciuti</i>	
<i>Joy A Ricciuti</i>	<i>4/25/19</i>
Accounting Officer's Title	Date

<b>Signed:</b>	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.



**STATE AID REIMBURSABLE PROGRAMS - FINAL REPORT**

updated 12/2017

Program Type: Chapter 90  Muni Bridge  Complete Streets  Other

CONTRACT# 50878-15

City/Town Medfield Project Name North Street Milling  
 Location(s) Pine St to Dover Town Line  
 Length 9000 Feet Width 34 Feet  
 Work was Started 7/7/2018 and Completed 8/7/2018  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account                      Advertised Contract                      Other                     

**\* REMARKS:**

<b>EXPENDITURES:</b>	State Funds @ 100%	\$314,054.77
	Municipal Funds	\$
	Other Funds	\$
	<b>TOTAL PROJECT EXPENDITURES</b>	<u>\$314,054.77</u>

**SCOPE OF WORK:**

**CERTIFICATION**

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.  
 We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.  
 Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

<b>PREPARED &amp; REVIEWED BY</b>	
DPW Director	4/24/19
Highway Officer's Title	Date
Accounting Officer's Title	Date
TOWN ACCOUNTANT	4/25/19

<b>Signed:</b>	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.



**STATE AID REIMBURSABLE PROGRAMS – REIMBURSEMENT REQUEST**

Updated 12/2017

City/Town: Medfield Project Name: North Street Milling

Contract # 50878-15

Program Type: Chapter 90  Muni Bridge  Complete Streets  Other

Project request was approved on 6/14/2018 For \$ 330,000.00

at 100% Reimbursement Rate = \$ 330,000.00

1) Attached are forms which document payment of approved expenditures totaling \$10,292.10 for which we are requesting \$10,292.10 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$314,054.77 Including this payment.

3) Is this request for a FINAL payment on this project?  Yes  No  
If yes: Include a "Final Report"

4) Remarks:

Percentage of work completed as of today. 100%

**CERTIFICATION**

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Mannie Goulet (Signed) DPW Director (Municipal Highway Official Title) 4/24/19 (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

**REVIEWED AND APPROVED FOR TRANSMITTAL**

by Jay A Ricciardi Signed: \_\_\_\_\_

TOWN ACCOUNTANT  
(Accounting Officer's Title)

DATE 4/25/19 \_\_\_\_\_ (Duly Authorized)

\*Submit this Chapter 90 Form to the District Highway Director



**STATE AID REIMBURSABLE PROGRAMS - MATERIALS - HED 454 FORM**

Updated 12/2017

City/Town of: Medfield

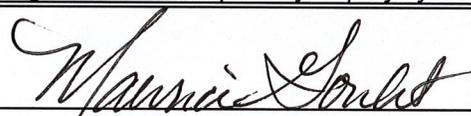
PROJECT NAME: North Street Milling

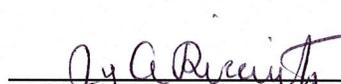
PROGRAM TYPE: Chapter 90  Muni Bridge  Complete Streets  Other

**MATERIALS** for period beginning 7/7/2018 and ending 7-Aug-18  
 both inclusive, on account of Contract No. 50878-15 with MassDOT Highway Division,

VENDOR NAME	ITEM #	QTY.	UNIT	UNIT PRICE	AMOUNTS	CHECK #	REMARKS
				\$	\$		
VHB	Field Testing Services			7,644.9500	7,644.9500	203723	
VHB	Field Testing Services			2,647.1500	2,647.1500	203275	
					\$ -		
					\$ -		
					\$ -		
					\$ -		
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					\$ -		
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					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
<b>TOTAL</b>					\$ 10,292.1000		

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962.  
 Signed under the penalty of perjury."

 4/24/19  
 Supervisor / Foreman Date

 4/25/19  
 Town Accounting Approval Date

CH90 14421



Remit to: Vanasse Hangen Brustlin, Inc.  
 101 Walnut Street  
 PO Box 9151  
 Watertown, MA 02471  
 617.924.1770 F 617.924.2286

# Invoice

DATE: July 17, 2018  
 INVOICE NO. 2  
 PROJECT NO. 46265.17  
 TASK NO.

MR. MAURICE GOULET  
 DIR. OF PUBLIC WORKS - MEDFIELD, MA  
 55 NORTH MEADOWS ROAD  
 MEDFIELD, MA 02052

FOR: On call HMA plant and field testing services

Professional Services From:		17-Jun-18	to	14-Jul-18
		HOURS	RATE	AMOUNT
<u>SPECIALIST'S TECHNICAL SERVICES / PROJECT MANAGEMENT</u>				
J. Otero	Scheduling/Reports	2.0	Hours @ \$ 155.00	\$ 310.00
D. Kosalski	Reports	2.5	Hours @ \$ 155.00	\$ 387.50
<u>COMPACTION TESTING INSPECTION W/GAUGE</u>				
P. Harp	6/22 & 6/25	16.0	Hours @ \$ 95.00	\$ 1,520.00
P. Harp	6/22 (5 OT), 6/25 (4.5 OT)	9.5	OT Hours @ \$ 142.50	\$ 1,353.75
<u>HMA PLANT TESTING</u>				
T. Timberman	6/22 & 6/25	16.0	Hours @ \$ 88.00	\$ 1,408.00
T. Timberman	6/22 (6 OT), 6/25 (6 OT)	10.0	OT Hours @ \$ 132.00	\$ 1,320.00
<u>CORING CREW AND CORING RIG</u>				
			Days @ \$ 850.00	\$ -
Total Engineering & Inspection Services				\$ 6,299.25
<u>LABORATORY TESTING &amp; UNIT BILLINGS</u>				
	Sieve Analysis		tests @ \$ 110.00	\$ -
	Theoretical Maximum		tests @ \$ 120.00	\$ -
	Density (Bulk)	6	tests @ \$ 40.00	\$ 240.00
	Core Thickness	6	tests @ \$ 40.00	\$ 240.00
	Trimming of Bituminous Cores	6	tests @ \$ 20.00	\$ 120.00
				\$ -
				\$ -
	Mileage	1139	miles @ \$ 0.65	\$ 740.35
Total Laboratory Testing & Unit Billing:				\$ 1,340.35
<u>REIMBURSABLE EXPENSES</u>				
	lodging	\$0.00		\$ -
	tolls	\$0.00		\$ -
	Printing, postage	\$5.35		\$ 5.35
	Equipment Rental - Core Rig	\$0.00		\$ -
<b>TOTAL THIS INVOICE:</b>				<b>\$ 7,644.95</b>

**PAYMENT DUE UPON RECEIPT**

<u>CUMULATIVE BILLINGS</u>		CURRENT	PRIOR PDS	TO-DATE	CONTRACT
HOURLY		\$ 6,299.25	\$ 2,337.75	\$ 8,637.00	\$25,000.00
UNITS		\$ 1,340.35	\$ 309.40	\$ 1,649.75	\$ (10,292.10)
REIMBURSABLES		\$ 5.35	\$ -	\$ 5.35	REMAINING
TOTALS		\$ 7,644.95	\$ 2,647.15	\$ 10,292.10	\$14,707.90

14421



Remit to: Vanasse Hangen Brustlin, Inc.  
 101 Walnut Street  
 PO Box 9151  
 Watertown, MA 02471  
 617.924.1770 F 617.924.2286

# Invoice

DATE: June 27, 2018  
 INVOICE NO. 1  
 PROJECT NO. 46265.17  
 TASK NO.

MR. MAURICE GOULET  
 DIR. OF PUBLIC WORKS - MEDFIELD, MA  
 55 NORTH MEADOWS ROAD  
 MEDFIELD, MA 02052

FOR: On call HMA plant and field testing services

Professional Services From: 20-May-18 to 16-Jun-18

---

SPECIALIST'S TECHNICAL SERVICES / PROJECT MANAGEMENT

	<u>HOURS</u>		<u>RATE</u>	<u>AMOUNT</u>
J. Otero	Hours @	\$	155.00	\$ -

COMPACTION TESTING INSPECTION W/GAUGE

E. Schnerr	6/15 Control Strip / Cores Removed	8.0	Hours @	\$ 95.00	\$ 760.00
E. Schnerr	6/15 Control Strip / Cores Removed	1.5	OT Hours @	\$ 142.50	\$ 213.75

HMA PLANT TESTING

T. Timberman	6/15 Control Strip (5 hour plant delay - rain)	8.0	Hours @	\$88.00	\$ 704.00
T. Timberman	6/15 Control Strip (5 hour plant delay - rain)	5.0	OT Hours @	\$132.00	\$ 660.00

CORING CREW AND CORING RIG

	Days @	\$	850.00	\$ -
Total Engineering & Inspection Services				\$ 2,337.75

LABORATORY TESTING & UNIT BILLINGS

Sieve Analysis		tests @	\$ 110.00	\$ -
Theoretical Maximum		tests @	\$ 120.00	\$ -
Density (Bulk)		tests @	\$ 40.00	\$ -
Core Thickness		tests @	\$ 40.00	\$ -
Trimming of Bituminous Cores		tests @	\$ 20.00	\$ -
			\$	\$ -
			\$	\$ -
Mileage	476	miles @	\$ 0.65	\$ 309.40
Total Laboratory Testing & Unit Billing:				\$ 309.40

REIMBURSABLE EXPENSES

lodging	\$0.00		\$	-
tolls	\$0.00		\$	-
Printing, postage	\$0.00		\$	-
Equipment Rental - Core Rig	\$0.00		\$	-

**TOTAL THIS INVOICE: \$ 2,647.15**

**PAYMENT DUE UPON RECEIPT**

CUMULATIVE BILLINGS

	CURRENT	PRIOR PDS	TO-DATE	CONTRACT
HOURLY	\$ 2,337.75	\$ -	\$ 2,337.75	\$25,000.00
UNITS	\$ 309.40	\$ -	\$ 309.40	\$ (2,647.15)
REIMBURSABLES	\$ -	\$ -	\$ -	REMAINING
TOTALS	\$ 2,647.15	\$ -	\$ 2,647.15	\$22,352.85

vendor warrant - 5356

DDA-XXXXX5356

<b>TOWN OF MEDFIELD</b>		CHECK NO. <b>203723</b>	53-447
459 Main Street Medfield, MA 02052 508-359-8505		203723	113
		Rockland Trust Massachusetts	
VENDOR	CHECK DATE	CHECK AMOUNT	
14421	08/07/2018	\$7,644.95	
*****7,644 DOLLARS AND 95 CENTS			
<b>PAY</b>			
TO THE ORDER OF	VHB INC. 101 WALNUT STREET P.O. BOX 9151 WATERTOWN MA 02471-9151	<i>George K. Collins</i> MB	

**FOR DEPOSIT ONLY**

AGENCY: 113041971  
VANASSE HANGEN BRUSTLIN INC  
WATERTOWN MA

DO NOT WRITE STAMP OR SIGN BEHIND. RESERVE FOR FUTURE USE. DEPOSIT ONLY.

**THE SEVERITY OF THE DAMAGE CAUSED BY THIS CHECK IS UNLIMITED. THE FOLLOWING ARE THE TERMS OF THE CHECK:**

1. Payment of this check is subject to a 15% discount and a 12% penalty for non-payment after the date of this check and as stated in the terms of the check.
2. The check is not valid for cash or for any other purpose.
3. The check is not valid for cash or for any other purpose.
4. The check is not valid for cash or for any other purpose.
5. The check is not valid for cash or for any other purpose.

© 2000 Payment Systems, Inc. All rights reserved. 1-800-451-1234

**Amount:** -7644.95  
**Description:** CHECK  
**Check Number:** 203723  
**Posted Date:** 8/14/2018  
**Transaction Type:** History

vendor warrant - 5356

DDA-XXXXX5356

<b>TOWN OF MEDFIELD</b>		CHECK NO. <b>203275</b>	53-447 119
459 Main Street Medfield, MA 02052 508-359-8505		203275	Rockland Trust Massachusetts
VENDOR	CHECK DATE	CHECK AMOUNT	
14421	07/17/2018	\$2,647.15	
*****2,647 DOLLARS AND 15 CENTS			
<b>PAY</b>			
TO THE ORDER OF	VHB INC. 101 WALNUT STREET P.O. BOX 9151 WATERTOWN	MA 02471-9151	<i>Morgan K. Colein</i> RP B
⑈ 203275⑈ ⑆011304478⑆ 4035356⑈			

FOR DEPOSIT ONLY  
ACCOUNT 1130161371  
VASSER HANSEN BRUSH INC  
WATERTOWN MA

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
© 2011 FEDERAL RESERVE BANK OF NEW YORK

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

**Amount:** -2647.15  
**Description:** CHECK  
**Check Number:** 203275  
**Posted Date:** 7/25/2018  
**Transaction Type:** History



**STATE AID REIMBURSABLE PROGRAMS - FINAL REPORT**

updated 12/2017

Program Type: Chapter 90  Muni Bridge  Complete Streets  Other

CONTRACT# 50878-14

City/Town Medfield Project Name Causeway – Resurfacing  
 Location(s) Causeway to Millis Line  
 Length 3512 Feet Width 35 Feet  
 Work was Started 7/7/2018 and Completed 8/7/2018  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account                      Advertised Contract                      Other                     

**\* REMARKS:**

<b>EXPENDITURES:</b>	State Funds @ 100%	\$96,057.31
	Municipal Funds	\$
	Other Funds	\$
	<b>TOTAL PROJECT EXPENDITURES</b>	<u>\$96,057.31</u>

**SCOPE OF WORK:**

**CERTIFICATION**

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

<b>PREPARED &amp; REVIEWED BY</b>	
<i>Maurice Gould</i>	
<b>DAW DIRECTOR</b>	<b>4/24/19</b>
Highway Officer's Title	Date
<i>Jon A. Ricciuti</i>	
<b>TOWN ACCOUNTANT</b>	<b>4/25/19</b>
Accounting Officer's Title	Date

<b>Signed:</b>	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.



Chapter 90 Reimbursement Request

City/Town Medfield Project 50878-14

Project Request was approved on 6/14/2018 for \$113,000 at 100 % Reimbursement Rate = \$113,000.

- 1. Attached are forms which document payment of approved expenditures totaling \$96,067.31 for which we are requesting \$96,057.31 at the approved reimbursement rate of 100 % percent.
- 2. The amount expended to date on this project is \$96,057.31.
- 3. Is this request for a FINAL payment on this project? Yes  No

4. Remarks:

CERTIFICATION

A. I hereby certify under penalty of perjury, that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the Massachusetts Highway Department Policies and established Municipal Standards that were approved for this project.

Signed: Maurice Goulet DPW DIRECTOR 4/24/19  
Highway Officer's Title Date

B. I/We certify under penalty of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981, is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

Signed: \_\_\_\_\_

by Joy A Ricciuti

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOWN ACCOUNTANT  
Accounting Officer's Title

4/25/19  
Date

duly authorized



**STATE AID REIMBURSABLE PROGRAMS - MATERIALS - HED 454 FORM**

Updated 12/2017

City/Town of: Medfield

PROJECT NAME: Causeway - Resurfacing

PROGRAM TYPE: Chapter 90  Muni Bridge  Complete Streets  Other

**MATERIALS** for period beginning 7/7/2018 and ending 7-Aug-18  
 both inclusive, on account of Contract No. 50878-14 with MassDOT Highway Division,

VENDOR NAME	ITEM #	QTY.	UNIT	UNIT PRICE	AMOUNTS	CHECK #	REMARKS
				\$	\$		
All State Asphalt	Paver Type A	13770	SY	6.3000	86,751.0000	203449	
All State Asphalt	Escalation	732.07	TON	6.1300	4,487.5891	203449	
All State Asphalt	Adjust Structures	10	EA	340.0000	3,400.0000	203449	
All State Asphalt	Structures Rebuilt	3	VF	265.0000	795.0000	203449	
Town of Norfolk	Police Detail	8	HRS	56.7000	453.6000	203699	
Town of Norfolk	Police Detail	2	HRS	85.0600	170.1200	203699	
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
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					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
<b>TOTAL</b>					\$ 96,057.3091		

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962.  
 Signed under the penalty of perjury."

Maurice Ebovat 4/24/19  
 Supervisor / Foreman Date

JoAnne Piccotti 4/25/19  
 Town Accounting Approval Date



**All States Asphalt, Inc.**  
All States Materials Group®

330322- 109 ch90  
52000

PO Box 91  
Sunderland, MA 01375  
413-665-7021

**This Invoice Was Prepared For You By:**

**Crystal McCormick**  
ar@asmg.com

To: **Town of Medfield MA**  
**55 North Meadows Road**  
**Medfield, MA 02052**

**Invoice: 1093403**

**Date:** 07/07/18

**Payment Terms:** Net 30

**Invoice Due Date:** 08/06/18

**Pay Application No:** 1

Contract: 180158- T/O Medfield, MA: Bonded Wearing Course

**Customer:** 51529

Item	Description	Current Quantity	UM	Unit Price	Current Total
123-01	Paver Pl Surf Trmt Type A	13,770.000	SY	6.300	86,751.00
123-99	Escalation	732.070	TON	6.130	4,487.59
156-01	Adjust Structures	10.000	EA	340.000	3,400.00
156-01C	Structures Rebuilt	3.000	VF	265.000	795.00
<b>Contract 180158- Billing Summary</b>					
Total Billed:					95,433.59
Less Retainage:					0.00
Amount Due:					<u><u>\$95,433.59</u></u>

vendor warrant - 5356

DDA-XXXXX5356

<b>TOWN OF MEDFIELD</b>		CHECK NO. <b>203449</b>	88-447 113
459 Main Street Medfield, MA 02052 508-359-8505		203449 Rockland Trust Massachusetts	
		<b>VENDOR</b>	<b>CHECK DATE</b>
		370	08/07/2018
		<b>CHECK AMOUNT</b>	
		\$123,848.59	
****123,848 DOLLARS AND 59 CENTS			
<b>PAY</b>	ALL STATES ASPHALT, INCORPORATED		
TO THE	P.O. BOX 91		
ORDER	SUNDERLAND MA 01375		
OF			
		<i>George K. Collins</i>	

⑈ 203449 ⑆ 08081804478 ⑆ 4035356 ⑆

ENDORSE HERE

For Deposit Only

Capital Bank  
221172186  
608 Deposit Only

All States Asphalt Inc  
DBA Tri State Materials  
6500422185

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

Amount: -123848.59  
 Description: CHECK  
 Check Number: 203449  
 Posted Date: 8/14/2018  
 Transaction Type: History

1-15-90  
New

1107

INVOICE  
TOWN OF NORFOLK  
POLICE DEPARTMENT  
Norfolk, Massachusetts 02056

Invoice #  
FY19010

POLICE SERVICES

Officer: MacYos William J Performed services on: 7 1 7 1 18

Location: Main St Medfield 02109 Detail for: Medfield P.D. Pacing - States Assn. It

Billing Address: \_\_\_\_\_ From: 6am To: 4p

Number of Hours: 10 8 @ \$ 56.70 Amount: \$ 623.72  
2 85.06

I hereby certify that I have the authority to hire the above officers and that the time worked is actual time hired. Note: (If less than 4 hours, minimum rate of 4 hours must be paid.) In addition, if over 4 hours, but less than 8 hours, a minimum rate of 8 hours must be paid. For details in excess of 8 hours, the rate for additional hours shall be 1.5 times the above rate. Company work slip MUST be attached to detail slips. Details must be **cancelled** one hour prior to the scheduled start time or a rate of four hours must be paid.

Authorized by: R. Hill Title Supervisor

Please forward Amount Due within 7 days to:  
Make Checks Payable to Town of Norfolk

NORFOLK POLICE DEPARTMENT  
P.O. Box 3  
Norfolk, MA 02056

vendor warrant - 5356

DDA-XXXXX5356

<b>TOWN OF MEDFIELD</b>		CHECK NO: <b>203699</b>	83-447 118-
459 Main Street Medfield, MA 02052 508-359-8505		203699	Rockland Trust Massachusetts
VENDOR	CHECK DATE	CHECK AMOUNT	
1129	08/07/2018	\$1,530.95	
*****1,530 DOLLARS AND 95 CENTS			
<b>PAY</b>		<i>George K. Colvin</i> M.P.	
TO THE ORDER OF	TOWN OF NORFOLK NORFOLK POLICE DEPT. P.O. BOX 3 NORFOLK MA 02056		
⑈ 203699 ⑆ ⑆ 011304478 ⑆ ⑆ 4035356 ⑆			

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

ENDORSE HERE For Deposit Only  
Rockland Trust Company  
Attn: Silvio F. Jr.  
Deposited Electronically For  
248999929

DO NOT WRITE STAMPS OR SIGNATURES ON THIS LINE  
ASSISTANT CASHIER

**Amount:** -1530.95  
**Description:** CHECK  
**Check Number:** 203699  
**Posted Date:** 8/14/2018  
**Transaction Type:** History



## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

CONTRACT # MFD 2019-01

This Contract is made this 31st day of May 2019 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and COMSTAR, LLC, having a usual place of business at 8 Turcotte Memorial Drive, Rowley, MA 01969, hereinafter referred to as the "Contractor".

#### WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work and the Town has decided to award the contract therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's fixed percentage rate of 4% for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: June 1, 2019 through June 30, 2022 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional ambulance/medical services billing/payment recovery. Contractor warrants and represents that it is familiar with the supply and services of specified products.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition

or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
  16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
  17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
  18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.
  19. CMS Final Rule: Beneficiary Signautre Requirement: On November 1, 2007, CMS posted the Final Rule for physicians and other suppliers. Under this rule is the Beneficiary Signature Requirement for ambulance transports. Medicare regulations, specifically 42 C.F.R. §424.36, require a patient's signature on a claim, unless the patient has died or the ambulance provider/supplier can qualify for one of a number of listed exceptions.

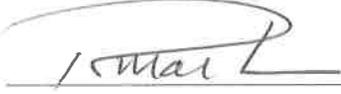
The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

20. Ambulance Provider Licensure and Crew Members Certification: In order for your service to qualify for reimbursement by Medicare and other payers, your service must be licensed and all crew members must be certified by your state. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

Board of Selectmen

By: 

Title: MANAGER & CEO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Town of Medfield, MA

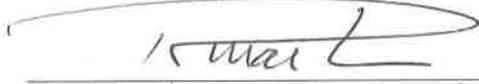
\_\_\_\_\_  
Mark G. Cerel, Town Attorney

\_\_\_\_\_  
Kristine Trierweiler, Town Administrator

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

  
Print Name RICHARD MARTIN  
MANAGER & CEO  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

RICHARD MARTIN, authorized signatory for  
name of signatory

CONSTAR, LLC, whose  
name of contractor

principal place of business is at Roxbury, MA

CONSTAR, LLC does hereby certify under the pains and penalties of perjury that  
name of contractor has paid all

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
Signature 5/19/19  
Date



EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

5-9-19  
(Date)

The undersigned, being the Shareholders of COMSTAR, LLC, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

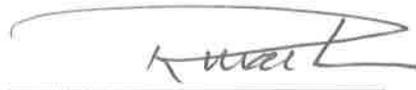
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, RICHARD MARTIN the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on MAY 9, 2019.



Clerk of Corporation

SEAL

ADDENDUM #1

Ambulance Billing Services

COMSTAR, LLC

**COLLECTIONS and DEPOSITS:**

All amounts received by COMSTAR will be recorded and the proceeds deposited in an account at the bank providing municipal banking services to the Town of Medfield during the period of the contract, and the account shall be to the Town of Medfield, MA. Comstar shall institute a Billing and Collection process per the ambulance billing and collection process outline below.

At the expiration of each month, COMSTAR shall bill the Town of Medfield for collection charges due the billing service for collections made that month.

**AMBULANCE FEE:**

Until notified of any change by the Town of Medfield, the charges for ambulance service will be set at 50% higher than the MEDICARE NATIONAL RATE, as outlined by Town Ordinance.

**EXPENSES:**

Refunds: All expenses directly or indirectly related to the collection of the Town of Medfield patients accounts shall be borne by COMSTAR. Other refunds due the patient, as a result of an error on the part of the Town of Medfield, or overpayment or any other cause, not the fault of COMSTAR, shall be paid by the Town of Medfield.

Except: As otherwise specifically provided herein, COMSTAR will not incur expenses on behalf of or without the Town of Medfield's prior consent.

In the case of an overpayment by an insurance company or patient, where a refund needs to be issued, COMSTAR will supply the town of Medfield will all necessary evidence and documentation of overpayment for the town to process.

**OTHER:**

It is understood that the Town of Medfield accepts assignment of Blue Shield, Medicaid, Medicare and Medicare/Medicaid. Accordingly, COMSTAR will make the required contractual adjustments when applicable and will be reported on the monthly revenue statement.

Write offs and/or reductions of charges for persons applying for a waiver, will be handled by the Town on an abatement basis at their discretion. Requests for abatements or adjustments from patients will initially be sent to COMSTAR, and then sent to the Town of Medfield. This would be applicable to any patient who signs for an abatement or waiver after being billed by the service.

**RECORDS and REPORTS:**

COMSTAR will furnish to Town of Medfield the following reports.

A report of all collections together with a copy of the deposit slip evidencing the deposit to Town of Medfield's bank account. These reports shall include a breakdown of services based on the level of service i.e. BLS and ALS.

A monthly recap of services, collections, and adjustments for the month.

At a minimum the following reports are required: commitment listings, listing of write offs, adjustment credits, any other report determined necessary to be able to prove balance from month to month.

All records and correspondence relating to Town of Medfield's accounts receivable and the billing services collection efforts will be kept at COMSTARs office and shall be available for examination by Town of Medfield or authorized representatives.

All correspondence and inquiries for waiver applications will be directed to COMSTAR's mailing address. All payments will be directed to the Town of Medfield.

All documents shall be made available to an external auditor hired by the Town of Medfield

All documents provided to the Town of Medfield or its external auditors shall be at no cost to the Town or the auditors.

MISCELLANEOUS:

COMSTAR will collect accounts receivable of the Town of Medfield under the name of Ambulance Billing Service, Town of Medfield.

COMSTAR shall delegate an authorized representative for receiving notices and day to day contract administration.  
NAME OF REPRESENTATIVE: Richard L. Martin 1-800-742-3001

AMBULANCE BILLING AND COLLECTION PROCESS OUTLINE

All Transports

- 1) Secure Electronic Receipt or Retrieval of Client PCR's
- 2) Upon receipt of PCR data file from client, Comstar will issue a confirming email to Client. The email will contain the PCR count received by Comstar in the export file along with the date of service range of the PCR's
  - a. Client will check the Comstar email total to the total of PCR's sent.
  - b. Client will report any variance detected to Comstar for prompt resolution.
- 3) 2 level patient address verification
  - a) 2 level address correction if address provided is undeliverable
  - b) 2 level address search if mail is returned
- 4) Verification of Insurance Information Received with PCR

With Insurance Information

- 1) Claims submitted direct to insurance carrier electronically.
- 2) Deductibles Management Services Applied
- 3) Remittance Advices Attained Electronically
- 4) Denial Appeals submitted as required

No insurance or no insurance information

- 1) Contact or re-contact receiving hospital to attain insurance info, if hospital permits
- 2) Advanced Self-Pay Scrubber Service Applied to Find Any Applicable Insurance  
\*If no insurance information is obtained, then direct patient billing begins
- 3) First bill prior to insurance submission
- 4) Second bill prior to insurance submission
- 5) Third bill prior to insurance submission

Balance Billing the Patient

- 1) First bill for balance after insurance
- 2) Second bill for balance after insurance
- 3) Third bill for balance after insurance

To Collect Balances Not Received After the Above is Performed

- 1) Collection Letter
- 2) Steps Taken Only After Client Review and Approval:
  - a. Report Bad Debt to Experian Credit Bureau\* , or
  - b. Send To FFR, Advanced Collection Agency\*, or
  - c. Abate Charges

Other

- Hardship Waiver Request Form - Standard or Custom
- Notice of Privacy Practice Mailing Service – Separate enrollment fees apply

\*Collection of accounts at this stage is doubtful (3-5% of \$ reported.). It is recommended that these be written off when reported to FFR or Experian and the receivable reinstated and marked paid when actual payment is received.

**LICENSE AGREEMENT  
MEDFIELD STATE HOSPITAL PROPERTY**

**LICENSE AGREEMENT** (“Agreement”) made as of the **14** day of May, 2019 by and between the Town of Medfield (“Licensor” or “Town”), and Charles Harris (“Licensee”)

**WHEREAS**, Town is the owner of certain real property in the Town of Medfield, County of Norfolk, Commonwealth of Massachusetts, located at Hospital Road (“Town Land”), and

**WHEREAS**, Charles Harris wishes to enter upon the Town Land for the purposes described below, and

**WHEREAS**, Town is willing to permit Licensee Charles Harris to enter upon Town Land for the purposes described in this Agreement on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Licensor Agreement and intending to be legally bound by this Agreement, Town and Licensee Charles Harris AGREE as follows:

1. Town shall permit Licensee, its officers, members and guests for the following purposes:

Medfield on the Charles Antique, Classic and Custom Auto Show

2. Licensee Charles Harris, its officers, members and guests will enter the Town Land pursuant to this agreement. The hours for the show will be 9AM to 4PM on **June 23, 2019** with a rain date of July 14 , **2019**. Town shall allow for “setup” one day prior to the event and a “takedown” the day after the event. Purpose of access is for Medfield on the Charles Car Show as described in attachments.
3. Upon signing of this document the Licensee, Charles Harris, shall pay to the Town of Medfield a fee of \$2,000.00.
4. Licensee, Charles Harris, shall at all times, use its best effort to exercise its rights under this Agreement in such a manner as to avoid unreasonable interference with or disruption of the Town Land. Charles Harris also agrees to:

- Pay in full contract amount on day of signing.
  - Obtain all necessary permits / licenses.
  - Provide insurance coverage for day of show, setup and takedown.
  - Provide a day of show itinerary.
  - Provide traffic detail officers [three] for 45 Hospital Rd. location at Licensees expense in consultation with Police Chief.
  - Proof of contract with rubbish removal company. Return property in as in condition prior to rental.
  - Provide rest room facilities for public in consultation with Board of Health
5. Town requires Licensee to carry appropriate insurances in amounts satisfactory to the Town including all public liability (minimum of \$2 million aggregate, with the Town of Medfield named as additional insured), vehicles and equipment, automobile, and workers compensation.
  6. Licensee Charles Harris expressly agrees to defend, indemnify and hold harmless the Town to maximum extent permitted by law from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expense caused by the acts or omissions of Charles Harris and those employed or engaged by it, in carrying out its rights hereunder, provided that such loss, damage, claim, action, cause of action, suit, judgment, liability or expense shall not have been caused solely by the negligence of Town.
  7. This License Agreement may not be amended except by agreement in writing duly signed by authorized officers of both parties to the Agreement; this Agreement may not be assigned and any attempt to do so shall result in the automatic revocation of the license granted hereunder.
  8. If any section of this Agreement shall be held unlawful, invalid, or unenforceable, that part shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts of the Agreement.
  9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**IN WITNESS THEREOF**, the Parties to this Agreement, intending to be legally bound by it, have caused the Agreement to be executed the day and year first written, above by their respective duly-authorized representatives.

**TOWN OF MEDFIELD**, Licensor, by:

\_\_\_\_\_  
Gustave Murby, Chairman, Board of Selectmen

\_\_\_\_\_  
Date

**Charles Harris**, Licensee,

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

Approved as to form: \_\_\_\_\_

\_\_\_\_\_  
Mark G. Cerel, Town Counsel



**CORCORAN & HAVLIN  
INSURANCE GROUP**

*Managing your risk, protecting your interests*

April 23, 2019

To: Town of Medfield

Re: Medfield Car Show

To Whom It May Concern:

Mr. Charlie Harris has submitted an application for General Liability for this year's Medfield Car Show. Once the application is approved, a Certificate of Insurance will be issued listing Town of Medfield as an Additional Insured.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Denise M. Donohue  
Commercial Lines Manager



287 Linden Street • P.O. Box 9011 • Wellesley, Massachusetts 02482  
Tel. (781) 235-3100 • (800) 304-8242 • Fax (781) 235-7190

Wellesley • Medfield • Duxbury

[www.chinsurance.com](http://www.chinsurance.com)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2019

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

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

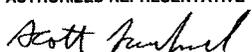
<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> Mass Merchandising																						
	<b>PHONE (A/C, No, Ext):</b> 1-877-648-6404	<b>FAX (A/C, No):</b> 1-260-459-5502																					
<b>E-MAIL ADDRESS:</b> info@eventinsurance-kk.com																							
<b>PRODUCER CUSTOMER ID:</b>																							
<b>INSURED</b> 2000776091 CP# 404 Charles Harris DBA: Medfield Car Show 2 Tyler St. Milford, MA 01757 A Member of the Sports, Leisure & Entertainment RPG		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual Insurance Company	23787	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES** **CERTIFICATE NUMBER:** 2000416665 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG000006938600	06/22/19 12:01 AM	06/25/19 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii						EACH OCCURRENCE AGGREGATE PER STATUTE <input type="checkbox"/> OTHER
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PRIMARY MEDICAL EXCESS MEDICAL
	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Event Name: Medfield Car Show Event Date: 06/23/19 Attendance: 1,100  
 Event Location: 45 Hospital Rd., Medfield, MA 02052  
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> Town of Medfield 459 Main Street Medfield, MA 02052 Owner/Manager/Lessor of Premises	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.  
 \*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.  
 ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2019

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<b>PRODUCER CUSTOMER ID:</b>			
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	<b>INSURER A:</b> Nationwide Mutual Insurance Company		23787
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
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	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>						PRIMARY MEDICAL EXCESS MEDICAL

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	AUTHORIZED REPRESENTATIVE 

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BOARD OF SELECTMAN APPROVAL  
PURSUANT TO GROUND LEASE

This Board of Selectman Approval Pursuant to Ground Lease (the "Approval") is given by the Town of Medfield Board of Selectmen (the "Board") to memorialize the vote that was taken on March 19, 2019 wherein the Board approved, with conditions, those certain four (4) subleases by Kingsbury Club Medfield, Inc., as Lessor and Sunspire Solar LLC, as Lessee, for the installation of solar panels in four separate locations on the property located at 2 Ice House Road, Medfield, Massachusetts 02052 (the "Property") which is owned by the Town of Medfield and leased to Kingsbury Club Medfield, Inc. pursuant to that certain Ground Lease dated September 1, 2007 (the "Ground Lease").

Pursuant to the terms of the Ground Lease Kingsbury Club Medfield, Inc. was required to obtain approval for any sublease of the Property. The Board approved the proposed subleases conditioning approval on the proposed Lessee entering into a power purchase agreement with the Town of Medfield prior to commencing construction of any solar panels on the Property.

The Board does hereby ratify the approval given on March 19, 2019.

TOWN OF MEDFIELD

By its Board of Selectmen

By: \_\_\_\_\_

Name/Title:

By: \_\_\_\_\_

Name/Title:

By: \_\_\_\_\_

Name/Title

## AGREEMENT REGARDING GROUND LEASE

This Agreement Regarding Ground Lease (hereinafter the "Agreement") is made as of this \_\_\_ day of May, 2019 by Kingsbury Club Medfield, Inc., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, having its principal place of business at 2 Icehouse Road, Medfield, MA 02052 (the "Tenant"), and The Town of Medfield, a body corporate and politic, acting by and through its Board of Selectmen (the "Landlord"), in favor of Eastern Bank, having an address having an address of 265 Franklin Street, Boston, MA 02110 (the "Lender"), and is consented to by certain mortgagees of the Tenant.

### RECITALS

WHEREAS, the Landlord, as landlord, and the Tenant, as tenant, are parties to that certain Ground Lease dated September 1, 2007 between the Town, as lessor, and Kingsbury, as lessee (as amended, the "Ground Lease"), pursuant to which the Landlord leases to the Tenant that certain parcel of land located off West Mill Street, identified as Lot 045 on Map 56 on the Town's Assessors Maps, and shown on a plan of land entitled "Subdivision Plan of Land off West Mill Street in Medfield, MA" dated March 9, 2005 with revisions dated April 20, 2005 and August 18, 2005 filed at Norfolk Registry of Deeds in Plan Book 558, Page 64, together with certain buildings thereon, as described more particularly therein (the "Leased Premises");

WHEREAS, Lender has provided financing to Tenant in the amount of (a) \$3,800,000.00 to refinance existing debt on the Leased Premises, (b) \$5,000,000.00 for the construction of certain improvements on the Leased Premises (the "Construction Loan"), and (c) \$650,000.00 for working capital and general corporate purposes (collectively, the "Loans") to be secured by the Leased Premises;

WHEREAS, pursuant to that certain Agreement Regarding Found Lease dated September 18, 2017 by and between the Tenant, Landlord and Lender, the Landlord consented to the Loans.

WHEREAS, Lender has agreed to increase the Construction Loan to \$7,000,000.00 (the "Increase");

WHEREAS, pursuant to the Ground Lease, the Landlord has agreed to enter into certain agreements with the Lender and consent to the Increase; and

WHEREAS, the Landlord, Tenant and Lender desire to enter into this Agreement to confirm certain agreements by the Town contained in the Ground Lease.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Landlord represents and warrants that: (a) to the best of its knowledge and belief, as of the date of this Agreement, the Ground Lease is in full force and effect, has not been modified and no default or grounds for termination thereof exists; (b) a true and correct copy of the Ground Lease is attached hereto as Exhibit A; (c) Landlord is the sole and exclusive owner of the fee interest in the Leased Premises and there is no mortgage, lien or other encumbrance on Landlord's fee interest in the Leased Premises; and (d) to the best of Landlord's knowledge, Landlord's interest in the Leased Premises is free and clear of all unrecorded liens and encumbrances, unrecorded contractual rights or claims, unrecorded previous transfers or conveyances, and unrecorded agreements to transfer or convey, except the Ground Lease.

2. Tenant represents and warrants that: (a) to the best of its knowledge and belief, as of the date of this Agreement, the Ground Lease is in full force and effect, has not been modified and no default or grounds for termination thereof exists; (b) a true and correct copy of the Ground Lease is attached hereto as Exhibit A; (c) Tenant is the sole and exclusive owner of the leasehold interest in the Leased Premises, subject only to the leasehold mortgage liens of certain mortgagees that have acknowledged and consented to this Agreement; and (d) to the best of Tenant's knowledge, Tenant's interest in the Leased Premises is free and clear of all unrecorded liens and encumbrances, unrecorded contractual rights or claims, unrecorded previous transfers or conveyances, and unrecorded agreements to transfer or convey, except the Sublease.

3. Each of Landlord and Tenant hereby agree as follows:

- a. Pursuant to Paragraph 17 of the Ground Lease, the Landlord reaffirms the Tenant's rights to assign its rights under the Ground Lease to Lender under the terms and conditions stated in said Paragraph 17, and the Tenant does hereby assign its rights under the Ground Lease to Lender, together with the right of the Lender to sublease, pursuant to and under the terms stated in said Paragraph 17.
- b. Pursuant to Paragraph 27.b of the Ground Lease, the Landlord reaffirms the Tenant's right to encumber the Ground Lease by virtue of a Leasehold Mortgage and Security Agreement granted by the Tenant to the Lender and the amendment thereto to secure the Increase.
- c. Pursuant to Paragraph 27.c of the Ground Lease, the Landlord and the Tenant reaffirm that the Ground lease shall not be cancelled or modified without the prior written consent of the Lender.
- d. Pursuant to Paragraph 27.d of the Ground Lease, the Landlord acknowledges that the Tenant is assigning its rights to hazard insurance proceeds resulting from damage to improvements located on the premises subject to the Ground Lease.
- e. Pursuant to Paragraph 27.e of the Ground Lease, the Landlord acknowledges that the Tenant is assigning its rights to any condemnation proceeds.

- f. Pursuant to Paragraph 27.f.i of the Ground Lease, the Landlord shall give Lender written notice of any default by the Tenant under the Ground Lease at the same time as giving of notice to the Tenant, at the following address:

Eastern Bank  
265 Franklin Street  
Boston, MA 02110  
Attn: Boris Nusinov

With a copy to:

Hackett Feinberg PC  
155 Federal Street, 9<sup>th</sup> Floor  
Boston, MA 02110  
Attn: Brian Plunkett, Esq.

- g. Pursuant to Paragraph 27.f.ii of the Ground Lease, and as more fully described therein, the Landlord shall give Lender the right to cure any default under the Ground Lease within ninety (90) days after the Lender's actual receipt of said notice of default, together with such extended time to cure such default pursuant to the terms and conditions of said Paragraph 27.f.ii of the Ground Lease.
- h. Pursuant to Paragraph 27.f.iii of the Ground Lease, the Landlord shall not terminate the Ground Lease during the Lender's cure period referenced in Letter (g), above.
- i. Pursuant to Paragraph 27.g.i of the Ground Lease, the Landlord shall not terminate the Ground Lease as a result of any default under the Loan Documents or the Lender's exercise of its rights and remedies under the Loan Documents.
- j. Pursuant to Paragraph 27.g.ii of the Ground Lease, the Landlord shall consent to the Lender's exercise of any of its rights and remedies in and to the collateral referenced in the Loan Documents, including, without limitation, one or more foreclosure sales and secured party sales. In connection with the foregoing, the Landlord shall consent to the Lender's entry upon the leasehold estate to take possession of its collateral, prepare the same for sale, either upon the premises or elsewhere, and to dispose of and remove its collateral from the premises.
- k. Pursuant to Paragraph 27.g.iii of the Ground Lease, the Landlord and the Tenant affirm the Lender's right to acquire the Ground Lease at foreclosure sale or by assignment, subject to the Town's consent, as more fully described

in said Paragraph 27.g.iii (along with the right to exercise any options by Lender).

- l. Upon an assignment or sale of the Ground Lease interest by the Lender to an unrelated third-party purchaser as provided, the Lender shall have no liability under the Ground Lease for obligations arising after said assignment and/or sale.
- m. If the Lender acquires the Ground Lease interest or the Lender sells, conveys, subleases or assigns the Ground Lease interest to an unrelated third-party purchaser, the Lender or such third party shall comply with all of the terms and provisions of the Ground Lease from and after the date of such acquisition or sale.
- n. Pursuant to Paragraph 27.g.iv of the Ground Lease, the Landlord shall subordinate to the Lender any lien or security interest now or hereafter held by the Landlord in and to the collateral under the Loan Documents, subject to the conditions set forth in said Paragraph 27.g.iv.

4. Landlord and Tenant agree not to amend or modify the Ground Lease in any way that impairs the Lender's rights under the Note, the Mortgage or its lien on the Leased Premises, without the prior written consent of the Lender. In all other respects, the Ground Lease may be modified and amended without the Lender's prior written consent and each of Landlord and Tenant agrees to provide the Lender with copies of any such modifications and amendments.

5. Neither bankruptcy, insolvency, nor the appointment of a receiver or trustee of the Tenant shall be a condition of default under, or otherwise affect, the Ground Lease so long as the obligations of the Tenant, as set forth in the Ground Lease, are being performed by the Tenant, or are being performed by the Lender, or the successors in interest of either of them including all of Tenant's financial obligations to the Town, as set forth in the Ground Lease, are being fully satisfied on a timely basis.

6. In the event of a termination of the Ground Lease pursuant to proceedings under the U.S. Bankruptcy Code to reject the Ground Lease, the Lender, within sixty (60) days from its receipt of such notice of termination, shall have the option to obtain a new lease (a "New Lease") for the Leased Premises by providing to Landlord Notice of its desire to exercise such option. Upon receipt of such Notice, Landlord shall enter into a New Lease for the Leased Premises with the Lender or successor or assign of the Lender which shall:

(a) Commence as of the date of the termination of the Ground Lease, and shall be effective for the remainder of the term of the Ground Lease, and contain all of the terms and conditions that were set forth in the Ground Lease including, but not limited to, those pertaining to rental payments, options to renew the term of the Ground Lease, use of the Leased Premises, and the Landlord's consent rights enumerated in Paragraph 27(h) of the Ground Lease; and

(b) Allow for the financing of the new tenant's Ground Lease interest upon similar terms and conditions as contained herein.

Upon the execution and delivery of the New Lease by all parties thereto, Landlord shall authorize the tenant under the New Lease, at its sole cost and expense, to take all commercially reasonable actions necessary to evict the Tenant or any other unauthorized party from the Leased Premises. Landlord shall have no obligation to take any such action. Landlord shall execute and deliver any and all documentation and powers of attorney that may be requested by the tenant under the New Lease in order for such tenant to take any and all actions that may be required to evict any unauthorized party from the Leased Premises. For the avoidance of doubt, any New Lease shall be given by Landlord on an "As-Is, Where-Is" basis without any representations or warranties of any kind or nature whatsoever by the Landlord as to the premises demised under the New Lease, including, without limitation, condition, title, compliance with laws and/or parties in possession of the demised premises.

7. The terms hereof shall inure to the benefit of and be binding upon the parties, their successors and assigns.

8. To the extent that this document gives rights to the Lender, such rights shall accrue only to the benefit of the Lender and its successors and assigns and only for so long as the Note, the Mortgage and the other Loan Documents remain valid and in existence.

9. The terms of this Agreement are severable. If any of the terms and conditions hereof shall, for any reason, be deemed void, voidable, or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect as though such void, voidable, or unenforceable provisions were not included.

10. This Agreement may only be modified by a written document signed by all of the parties hereto.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Each mortgagee of the Tenant, by his/her/its execution of this Agreement, hereby acknowledges receipt of this Agreement and consents to the terms thereof.

**[THE NEXT PAGES ARE THE SIGNATURE PAGES]**

EXECUTED under seal as of the date first set forth above.

TOWN OF MEDFIELD  
By Its Board of Selectmen

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

KINGSBURY CLUB MEDFIELD, INC.

By: \_\_\_\_\_  
Name:  
Title:

EASTERN BANK

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED:

NEW ENGLAND CERTIFIED  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:



## BOY SCOUTS OF AMERICA

Jennifer Weis-Rothstein  
52 Bridge St.  
Medfield, MA 02052  
April 24, 2019

Selectman Gus Murby  
Medfield Town Hall  
459 Main Street  
Medfield, MA 02052

Dear Selectman Murby,

Ross P. Johnson has earned the rank of Eagle Scout, the highest honor awarded by the Boy Scouts of America. He will receive this award at an Eagle Court of Honor on Saturday, June 8, 2019. The ceremony will take place at the First Parish Unitarian Universalist Church, 26 North Street, Medfield, MA at 11:00 AM. Your presence at the ceremony would be a great honor.

For his Eagle project, Ross repaired the erosion damaged portions of the Medfield High School Cross Country course at Hospital Hill in Medfield. These repairs made the course much safer and will reduce the chance of erosion going forward. He also installed distance markers along the course. Ross has been involved in Scouting for 10 years, has earned 24 Merit Badges, and has held the positions of Scribe, Quartermaster and Patrol Leader.

Troop 10 is extremely proud of its Scouts who attain the rank of Eagle. Since only a small percentage of all Scouts reach this rank, an appropriate commemorative citation from your office to the above named Scout would be especially appreciated. The citation may be sent to:

BSA Troop 10  
c/o Jennifer Weis-Rothstein  
52 Bridge St.  
Medfield, MA 02052

Sincerely,

Jennifer Weis-Rothstein  
Eagle Committee Chair  
Troop 10, Medfield  
Mayflower Council, BSA  
508-321-1304

RSVP requested



## BOY SCOUTS OF AMERICA

Jennifer Weis-Rothstein  
52 Bridge St.  
Medfield, MA 02052  
April 24, 2019

Selectman Gus Murby  
Medfield Town Hall  
459 Main Street  
Medfield, MA 02052

Dear Selectman Murby,

Gabriel Muir Springer has earned the rank of Eagle Scout, the highest honor awarded by the Boy Scouts of America. He will receive this award at an Eagle Court of Honor on Saturday, June 8, 2019. The ceremony will take place at the First Parish Unitarian Universalist Church, 26 North Street, Medfield, MA at 11:00 AM. Your presence at the ceremony would be a great honor.

For his Eagle project, Gabe chose to help NewLife Furniture Bank, a local organization that collects used furniture and household essentials and distributes them to families in need. Gabe led a team that designed and built a pair of heavy duty carts for moving items around their warehouse, and also raised funds to purchase and build wooden tables to be distributed to NewLife's clients. Gabe has been involved in Scouting for 11 years, has earned 28 Merit Badges, and has held the positions of Scribe, Patrol Leader and Assistant Senior Patrol Leader.

Troop 10 is extremely proud of its Scouts who attain the rank of Eagle. Since only a small percentage of all Scouts reach this rank, an appropriate commemorative citation from your office to the above named Scout would be especially appreciated. The citation may be sent to:

BSA Troop 10  
c/o Jennifer Weis-Rothstein  
52 Bridge St.  
Medfield, MA 02052

Sincerely,

Jennifer Weis-Rothstein  
Eagle Committee Chair  
Troop 10, Medfield  
Mayflower Council, BSA  
508-321-1304

RSVP requested

# **Town of Medfield**

## **Fraud Risk Assessment Policy**

### **INTRODUCTION**

The Town of Medfield has a commitment to high legal, ethical, and moral standards. All staff Members are expected to share this commitment. The Town recognizes that over and above any financial damage suffered, fraud may adversely affect the Town's image and its reputation. To that end, the Town is committed to the prevention, detection, investigation, and corrective action relative to fraud. The Town has developed strong internal controls in order to achieve these goals. It is important that an ethical environment be created, that flows through the entire Town.

This Policy applies to all employees, appointees, and elected officials of the Town of Medfield.

### **DEFINITION**

Fraud is a violation of trust that is defined as a wrongful or criminal deception intended to result in financial or personal gain. The term includes, but is not limited to such acts as deception, bribery, forgery, extortion, theft, embezzlement, misappropriation of assets, false representation, or the concealment of material facts relating to any of the above, and collusion or conspiracy to commit any or all of the above.

#### *Examples of Fraudulent Activity*

Fraud can cover many activities, however, this Policy is directed primarily at financial matters. Fraud may include, but is not limited to:

#### Misappropriation of Assets:

1. Forgery or alteration of documents
2. Unauthorized use, or disposition of Town funds, property, materials, supplies, and equipment belonging to the Town of which the Town is responsible
3. Embezzlement
4. Theft
5. Falsifying time sheets or payroll records (including accrual usage)
6. Falsifying travel or entertainment expenses or using Town funds to pay for personal expenses or for personal benefit.

#### Fraudulent Financial Reporting:

1. Improper revenue recognition
2. Improper expense/expenditure recognition
3. Overstatement of assets or understatement of liabilities

## Expenditures and Liabilities for Improper Purpose:

1. Bribes and kickbacks, favors, gifts, money, job offers or anything of value or the promise of a future reward

Prohibited or improper conduct for municipal employees and officials is more fully defined in *Massachusetts General Law Chapter 268A*.

## **GENERAL POLICY AND RESPONSIBILITIES**

The Town will investigate any suspected acts of fraud or misappropriation of property. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Town of any person, group, or organization reasonably believed to have committed fraud. Management is responsible for instituting and maintaining a system of internal controls to provide reasonable assurance for the prevention and detection of fraud, misappropriation, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

The Town Administrator has the primary responsibility for overseeing the investigation of all suspected fraudulent acts defined in this Policy. All Department Heads or individuals, upon discovery of any violation of this policy, must notify the Town Administrator of the violation. The Town Administrator will then make the determination if an investigation is required and the next steps to follow, up to and including notifying the Chief of Police.

Upon conclusion of the investigation, the results will be reported to the Board of Selectmen. Where there are reasonable grounds to believe that fraud may have occurred, the Town Administrator may report the incident to the appropriate authorities, which may include seeking appropriate legal remedies. The Town Administrator will pursue every reasonable effort to obtain recovery of the assets.

## **PROCEDURES FOR REPORTING**

The Town recognizes that there may only be a suspicion of fraud – thus any concerns should be reported directly to the Town Administrator. If the concern involves the Town Administrator, it should be reported to the Chairman of the Board of Selectmen. The Town Administrator has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. All cases of suspected fraud will be investigated, and appropriate action will be taken.

Any employee or municipal official who has knowledge of any fraudulent conduct or has reason to suspect that fraud has occurred shall immediately notify the Town Administrator in writing. The written report should be sufficiently detailed and inclusive to ensure a clear understanding of the issues raised. A determination should then be made by the Town Administrator, if it is appropriate to notify the Chief of Police.

### *Investigation*

Upon notification or discovery of a suspected fraud, the Town Administrator will immediately investigate the fraud. The Town Administrator will make every reasonable effort to keep the investigation confidential

When deemed necessary, the Town Administrator shall coordinate the investigation with the outside auditor or appropriate law enforcement officials. Legal Counsel will be involved in the process, if deemed appropriate.

### *Security of Evidence*

Once a suspected fraud is reported, immediate action to prevent the theft, alteration, or destruction of relevant records shall be initiated. The records shall be adequately secured until the investigation is complete. Such actions may include, but are not limited to, removing the records and placing them in a secure location, limiting access to the location where the records currently exist, and preventing the individual suspected of committing the fraud from having access to the records.

### *Confidentiality*

All participants and all persons questioned in a fraud investigation shall keep the details and results of the investigation confidential so as not to violate any individual's expectation of privacy. The individual will be notified of his/her right to inform a representative of the applicable union or counsel of their choice about the findings of the investigation.

### *Personnel Actions*

If a suspicion of fraud is substantiated by the investigation, disciplinary action, up to and including dismissal and referral for appropriate legal action, shall be taken by the Town Administrator.

### *Whistle-Blower Protection*

No employee of the Town or person acting on behalf of the Town in attempting to comply with this Policy shall be dismissed or threatened with dismissal, be disciplined, suspended, be penalized, intimidated, or have any other retribution imposed.

Violation of this section of the Policy may result in disciplinary action, up to and including dismissal.

If an allegation is made in good faith, but it is not confirmed by the investigation, no action will be taken against the originator. If, however, the allegations were made in bad faith or without a justifiable basis, appropriate disciplinary action may be taken against the individual making the erroneous allegation.

Adopted \_\_\_\_\_

**Memorial Day Committee respectfully request a parade permit and a discharge of firearms permit for Monday May 27, 2019**

**Board of Selectmen are cordially invited to participate in the parade and ceremony**

**A one-day wine and malt beverage permit is requested  
by the American Legion for Monday May 27, 2019**

**Thomas Wilbur, Manager Kells Beer Company requests a one-day wine and malt beverage permit for May 18 event, Brew Moon Hike at Rocky Woods Reservation**

**Permission to post signs promoting the Zullo Gallery Art  
Festival Fundraiser to be held Friday June 7, 2019**



Norfolk Hunt Club

P.O. Box 242 • Dover, MA 02030

May 7, 2019

Board of Selectman  
Attn: Evelyn Clarke  
459 Main Street  
Medfield, MA 02052

RE: Grounds for Celebration One Day Liquor license request.

Dear Board of Selectman,

The Norfolk Hunt Club is requesting the permission to serve beer and wine at our Bi-Annual Grounds for Celebration Fundraiser from 6pm to 10pm on May 23, 2019. The *Hound 'N Horses Hootenanny* (rodeo theme) will be held the NHC Steeplechase Course at 240 North Street, Medfield. We will have licensed/trained bartenders and are purchasing liquor liability insurance from the staffing company. In addition, please find the attached Certificate of Insurance naming the Town of Medfield as an additional insured. We are happy to provide you with additional information and comply with any requirement you may have.

Thank you,

Lisa Fitzgerald Lewis  
President  
Norfolk Hunt Club  
PO Box 242  
Dover, MA 02030  
508-740-9270  
president@norfolkhunt.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2018

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

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

PRODUCER <b>LUDWIG AGENCY</b> 25A Stow Road Boxborough, MA 01719	CONTACT NAME: <b>LUDWIG AGENCY</b>	
	PHONE (A/C, No, Ext): <b>(978)467-1001</b> FAX (A/C, No): <b>(855)978-5629</b>	
INSURED <b>NORFOLK HUNT CLUB</b>  <b>P.O. BOX 242</b> <b>DOVER, MA 02030-0242</b>	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>FARM FAMILY CASUALTY</b>	<b>13803</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2011G1246	6/1/2018	6/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			2011C3456	7/24/2018	7/24/2019	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 100,000
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			2011E1053	6/1/2018	6/1/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2011W6118	9/25/2018	9/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

<b>CERTIFICATE HOLDER</b>  Town of Medfield Office of Town Administrator Attn: Kristine Trierweir 459 main Street Medfield, MA 02052	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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# Memorandum



To: Town Officials, Boards and Commissions  
From: Sarah Raposa, Town Planner  
Date: May 7, 2019  
Re: Planning Board Reorganization

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At their duly posted meeting of May 6, 2019, the Planning Board reorganized as follows:

Chair	Sarah Lemke
Vice Chair	Teresa James
Clerk	Greg Sullivan
Member	Paul McKechnie
Member	George N. Lester

Chairman, Board of Selectmen Michael Marcucci  
459 Main Street  
Medfield, MA 02052

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Medfield on earning recognition as a 2018 Tree City USA. Residents of Medfield should be proud to live in a community that makes the planting and care of trees a priority.

Medfield is one of more than 3,500 Tree City USAs, with a combined population of 150 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, and energy use. Medfield is stepping up to do its part. As a result of your commitment to effective urban forest management, you are helping to provide a solution to these challenges.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public.

State foresters coordinate the presentation of the Tree City USA recognition materials. We will forward information about your awards to your state forester's office to facilitate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Medfield and thank you for helping to create a healthier planet for all of us.

Best Regards,



Dan Lambe  
President

For more information, contact:  
Danny Cohn, 402-473-9563  
dcohn@arborday.org



FOR IMMEDIATE RELEASE:

### **Arbor Day Foundation Names Medfield Tree City USA**

Medfield, MA, was named a 2018 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

Medfield achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

"Tree City USA communities see the impact an urban forest has in a community first hand," said Dan Lambe, president of the Arbor Day Foundation. "Additionally, recognition brings residents together and creates a sense of community pride, whether it's through volunteer engagement or public education."

Trees provide multiple benefits to a community when properly planted and maintained. They help to improve the visual appeal of a neighborhood, increase property values, reduce home cooling costs, remove air pollutants and provide wildlife habitat, among many other benefits.

More information on the program is available at [arborday.org/TreeCityUSA](http://arborday.org/TreeCityUSA).

**About the Arbor Day Foundation:** The Arbor Day Foundation is a million member nonprofit conservation and education organization with the mission to inspire people to plant, nurture, and celebrate trees. More information is available at [arborday.org](http://arborday.org).



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

DEP File Number:

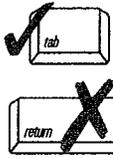
**WPA Form 7 – Extension Permit for Orders of Conditions**

214-0639  
363 Main St.  
Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
and the Medfield Wetlands Bylaw - Chapter 290

**A. General Information**

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:  
Frederick King  
Name  
363 Main Street  
Mailing Address  
Medfield MA 02052  
City/Town State Zip Code

2. Property Owner (if different):  
Name  
Mailing Address  
City/Town State Zip Code

**B. Authorization**

The Order of Conditions (or Extension Permit) issued to the applicant or property owner listed above on:

May 19, 2016 Issued by: Medfield Conservation Commission  
Date Conservation Commission  
for work at: 363 Main Street 43 65  
Street Address Assessor's Map/Plat Number Parcel/Lot Number

recorded at the Registry of Deeds for:  
Norfolk County June 28, 2016 Instr. # 60904 34213 75  
County Book Page

Certificate (if registered land)  
is hereby extended until: April 18, 2020  
Date Date the Order was last extended (if applicable)

This date can be no more than 3 years from the expiration date of the Order of Conditions or the latest extension. Only unexpired Orders of Conditions or Extension may be extended.  
This Extension Permit must be signed by a majority of the Conservation Commission and a copy sent to the applicant and the appropriate DEP Regional Office  
(<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>).

Signatures: April 18, 2019  
Date  
*Michael P. Kelly*  
*Rolant C. Dyer*  
*Debra P. Bero*  
*Mary Mc Carthy*  
*Pat Murray*  
*Joseph D. Donnelly*



**WPA Form 7 – Extension Permit for Orders of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**C. Recording Confirmation**

The applicant shall record this document in accordance with General Condition 8 of the Order of Conditions (see below), complete the form attached to this Extension Permit, have it stamped by the Registry of Deeds, and return it to the Conservation Commission.

Note: General Condition 8 of the Order of Conditions requires the applicant, prior to commencement of work, to record the final Order (or in this case, the Extension Permit for the Order of Conditions) in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, it shall be noted in the Registry's Granter Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, it shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done.

Detach this page and submit it to the Conservation Commission prior to the expiration of the Order of Conditions subject to this Extension Permit.

To:

Medfield Conservation Commission  
Conservation Commission

Please be advised that the Extension Permit to the Order of Conditions for the project at:

363 Main Street  
Project Location

214-0639  
DEP File Number

has been recorded at the Registry of Deeds of:

Norfolk  
County

for:

Property Owner

and has been noted in the chain of title of the affected property in accordance with General Condition 8 of the original Order of Conditions on:

Date

Book

Page

If recorded land the instrument number which identifies this transaction is:

Instrument Number

If registered land, the document number which identifies this transaction is:

Document Number

Signature of Applicant



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 2 – Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

*and the Medfield Wetlands Bylaw- Chapter 290*

**A. General Information**

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Medfield Conservation Commission  
Conservation Commission

To: Applicant

Vikas Kumar Mishra

Name

51 High Street

Mailing Address

Medfield

City/Town

MA

State

02052

Zip Code

Property Owner (if different from applicant):

Name

Mailing Address

City/Town

State

Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Request for Determination of Applicability

Title

March 28, 2019

Date

Title

Date

Title

Date

2. Date Request Filed:

March 28, 2019

**B. Determination**

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The applicant proposes to remove several mature trees on their property that have fallen due to wind and/or have died or pose a threat of damage to their property. This includes removal of various small plants, grinding of the stumps below ground level, filling with loam and seeding. The applicant will install a fence at the property line.

Project Location:

51 High Street

Street Address

23

Assessors Map/Plat Number

Medfield

City/Town

034

Parcel/Lot Number



# WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

## B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

### Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

- 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.
- 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

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- 2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

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- 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.
- 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).
- 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

\_\_\_\_\_  
Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name	Ordinance or Bylaw Citation
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## WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

### B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
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7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

#### Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).  
See Attached.
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4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 2 – Determination of Applicability**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**B. Determination (cont.)**

5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is not subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw

Name

Chapter 290

Ordinance or Bylaw Citation

**C. Authorization**

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on  by certified mail, return receipt requested on

April 23, 2019

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see

<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

Signatures:

*Richard E. Hooker*  
*Michael Bertoff*  
*Debra Paic*  
*Nancy McCortney*

April 22, 2019

Date



## WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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### D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



**NEGATIVE  
DETERMINATION OF APPLICABILITY**

Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40  
Medfield Wetlands Bylaw, Chapter 290

Applicant: **Vikas Kumar Mishra**

Location of Project: 51 High Street, Assessor Map 23, Parcel 034  
Medfield, MA 02052

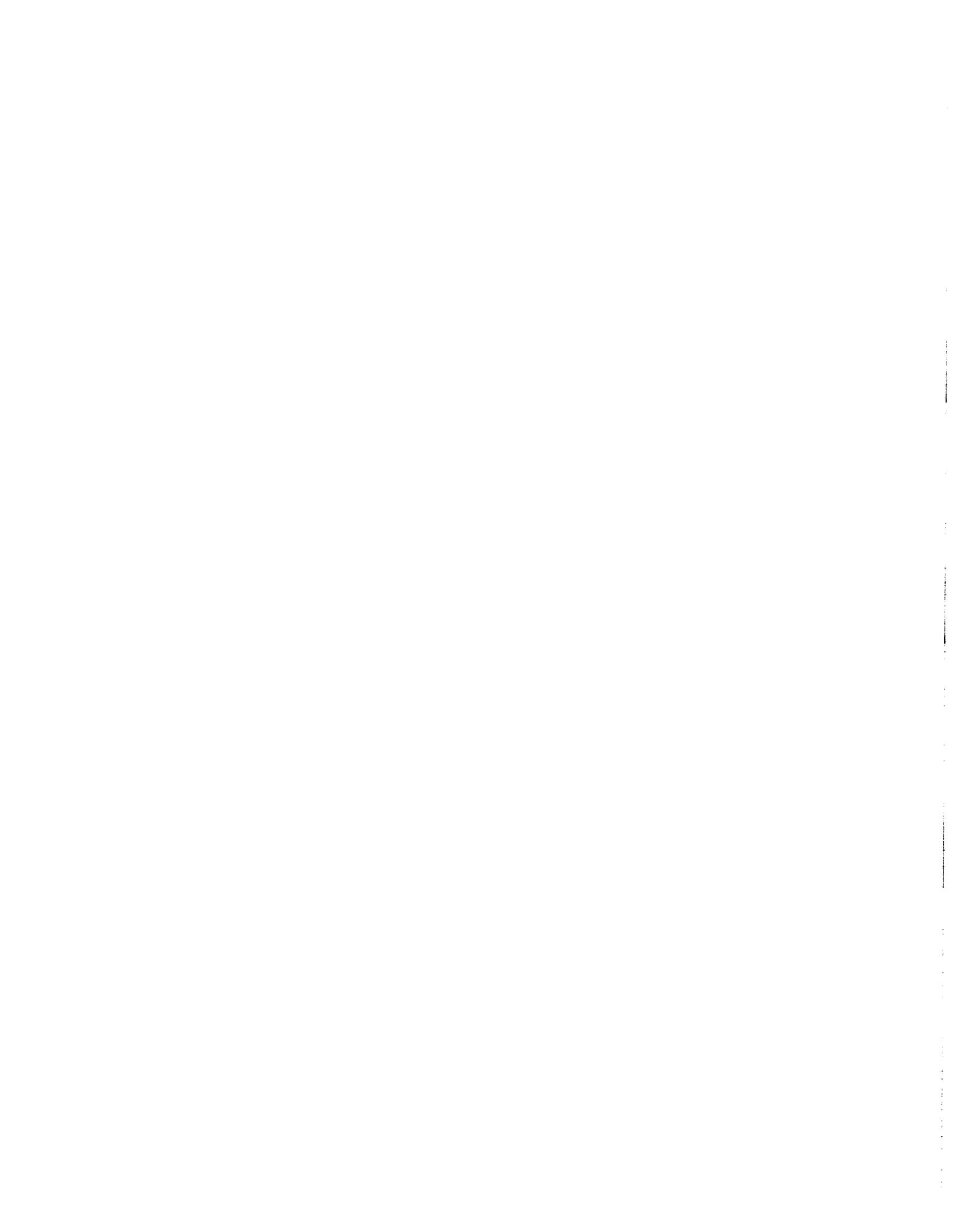
**PROJECT DESCRIPTION**

The applicants propose to remove several mature trees, small plants, clean-up several storm damaged trees/branches located on their property and install a fence at the property line. Some of the work is within the Bordering Vegetated Wetlands, 50-Foot Resource Area (Bylaw) and 100-Foot Buffer Zone of a Bordering Vegetated Wetlands.

**SPECIAL CONDITIONS**

1. All work shall conform to
  - A. Title: Request for Determination of Applicability
  - Dated: March 28, 2019; Received: March 28, 2019
  - Signed by: Vikas Kumar Mishra, owner
  - on file with: Medfield Conservation Commission
2. Any change from the approved plan must be reviewed by the Conservation Commission prior to the start of work. Any change in plan may require a separate filing of a Request for Determination of Applicability or Notice of Intent.
3. All work equipment related to the proposed project shall enter the site using the existing driveway/parking lot.
4. Erosion controls are waived for this project.
5. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that area of the yard within the 100-foot buffer zone, and any fertilizers used on that part of the grass area shall be of the low-nitrogen variety.
6. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource areas shown on the Plan.

7. The Conservation Commission reserves the right to require additional conditions if it deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290.
8. Within 30 days of completion of the project, the site shall be inspected by the Commission or its agent.

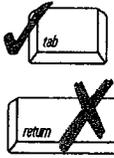




**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 2 – Determination of Applicability**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40  
*and the Medfield Wetlands Bylaw - Chapter 290*

**A. General Information**

**Important:**  
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From: Medfield Conservation Commission  
Conservation Commission

To: Applicant	Property Owner (if different from applicant):
<u>Robert and Caroline Abernethy</u>	_____
Name	Name
<u>11 Hospital Road</u>	_____
Mailing Address	Mailing Address
<u>Medfield</u> <u>MA</u> <u>02052</u>	_____
City/Town                      State                      Zip Code	City/Town                      State                      Zip Code

- Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:
 

Proposal from Robert and Caroline Abernethy, 11 Hospital Road, Medfield,	<u>No Date</u>
<u>MA</u>	Date
_____	_____
Title	Date
_____	_____
Title	Date
_____	_____
- Date Request Filed:
 

March 28, 2019

**B. Determination**

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The applicant proposes to remove five (5) mature trees on their property that pose a threat to their shed and other areas of their property. This includes grinding of the stumps below ground level, filling with loam and seeding. The applicant also will remove storm damaged trees/branches that came down in a recent wind storm.

Project Location:

<u>11 Hospital Road</u>	<u>Medfield</u>
Street Address	City/Town
<u>64</u>	<u>015</u>
Assessors Map/Plat Number	Parcel/Lot Number



## WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

### B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

#### Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

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2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

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3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



## WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

### B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:

7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

#### Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).  
See Attached.

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



# WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

## B. Determination (cont.)

- 5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

- 6. The area and/or work described in the Request is not subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw

Name

Chapter 290

Ordinance or Bylaw Citation

## C. Authorization

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on

- by certified mail, return receipt requested on

April 23, 2019

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see

<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

Signatures:

Richard E. Hokey  
 Michael Perloff  
 Du Pao  
 Nady McCarthy

Pat Kinnear

April 22, 2019

Date



## WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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### D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



**NEGATIVE**  
**DETERMINATION OF APPLICABILITY**  
Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40  
Medfield Wetlands Bylaw, Chapter 290

Applicant: **Robert and Caroline Abernethy**

Location of Project: 11 Hospital Road, Assessor Map 64, Parcel 015  
Medfield, MA 02052

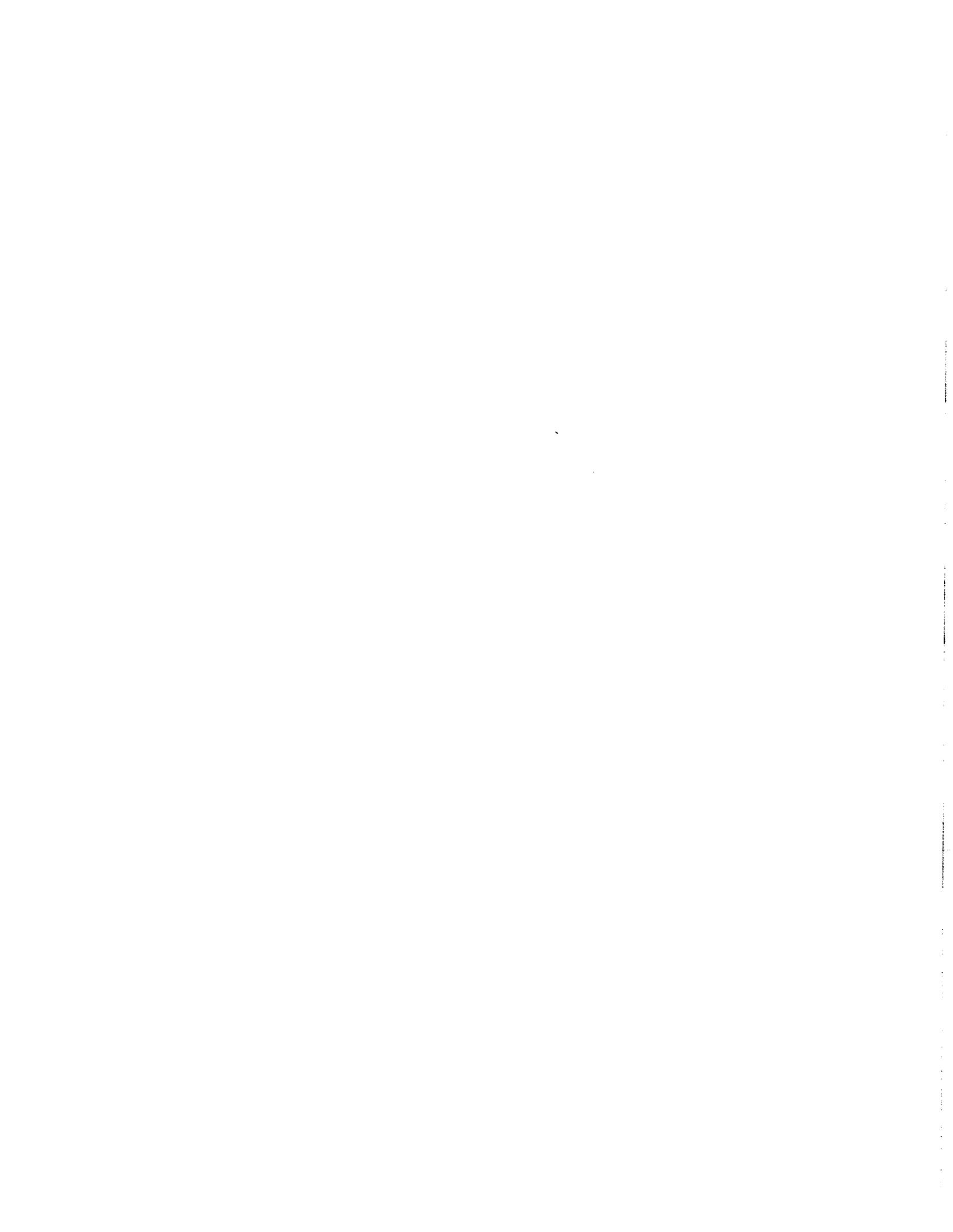
**PROJECT DESCRIPTION**

The applicants propose to remove five (5) mature trees and clean-up several storm damaged trees/branches located on their property. Some of the work is within the Bordering Vegetated Wetlands, 50-Foot Resource Area (Bylaw) and 100-Foot Buffer Zone of a Bordering Vegetated Wetlands.

**SPECIAL CONDITIONS**

1. All work shall conform to
  - A. Title: Request for Determination of Applicability
  - Dated: March 26, 2019; Received: March 28, 2019
  - Signed by: Robert Abernethy, owner
  - on file with: Medfield Conservation Commission
2. Any change from the approved plan must be reviewed by the Conservation Commission prior to the start of work. Any change in plan may require a separate filing of a Request for Determination of Applicability or Notice of Intent.
3. All work equipment related to the proposed project shall enter the site using the existing driveway/parking lot.
4. Erosion controls are waived for this project.
5. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that area of the yard within the 100-foot buffer zone, and any fertilizers used on that part of the grass area shall be of the low-nitrogen variety.
6. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource areas shown on the Plan.

7. The Conservation Commission reserves the right to require additional conditions if it deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290.
  8. Within 30 days of completion of the project, the site shall be inspected by the Commission or its agent.
-



**APRIL 24, 2019**

**ENCLOSED:**

**CTV FORM 200            FINANCIAL BALANCE SHEET**

**CTV FORM 300            STATEMENT OF REVENUE & EXPENSES  
PARTS A & B**

**CTV FORM 400            STATEMENT OF OWNERSHIP**

**FOR THE COMBINED MASSACHUSETTS CABLE TELEVISION  
OPERATIONS OF COMCAST CABLE COMMUNICATIONS, LLC  
FOR THE FISCAL YEAR ENDED  
DECEMBER 31, 2018.**

## CTV FORM 200 FINANCIAL BALANCE SHEET

Reporting Entity: Combined Massachusetts Operations of Comcast Cable Communications Holdings, Inc.  
Franchises Served: See Attachment A  
Year Ending: December 31, 2018

	Current Year Yr2018	Prior Year Yr2017
<b>ASSETS</b>		
<u>Current Assets</u>		
200 Cash and Equivalents	\$ -	\$ -
210 Accounts Receivable, Less Allowances	\$ 41,521,213	\$ 42,982,765
220 Inventory	\$ 10,951,530	\$ 8,982,887
230 Prepaid Expenses	\$ 3,908,539	\$ 3,250,278
240 Other Current Assets	\$ 186,759	\$ 338,423
<b>250 Total Current Assets</b>	<b>\$ 56,568,040</b>	<b>\$ 55,554,353</b>
<u>Fixed Operating Assets</u>		
260 Land	\$ 11,062,805	\$ 11,062,805
270 Buildings	\$ 100,735,086	\$ 99,762,608
280 Headend Equipment	\$ 362,609,192	\$ 377,664,928
290 Trunk and Distribution Equipment	\$ 1,170,907,798	\$ 1,142,699,308
300 Subscriber Devices	\$ 577,386,735	\$ 611,720,830
310 Other Fixed Operating Assets	\$ 107,075,973	\$ 110,267,261
320 Construction Work in Progress	\$ -	\$ -
<b>330 Total Fixed Operating Assets</b>	<b>\$ 2,329,777,588</b>	<b>\$ 2,353,177,739</b>
340 Accumulated Depreciation	\$ (2,112,205,731)	\$ (1,939,128,922)
<b>Net Fixed Operating Assets</b>	<b>\$ 217,571,858</b>	<b>\$ 414,048,817</b>
<u>Other Operating Assets</u>		
350 Franchise Acquisition Costs	\$ 4,073,204,196	\$ 4,146,243,802
360 Excess Fair Value	\$ -	\$ -
370 Goodwill	\$ 27,597,247	\$ 27,597,247
380 Other Intangible Assets	\$ 89,367,981	\$ 79,865,738
<b>390 Total Other Assets</b>	<b>\$ 4,190,169,424</b>	<b>\$ 4,253,706,787</b>
400 Accumulated Amortization	\$ (66,762,855)	\$ (63,552,951)
<b>Net Other Assets</b>	<b>\$ 4,123,406,568</b>	<b>\$ 4,190,153,836</b>
<b>410 Total Net Assets</b>	<b>\$ 4,397,546,466</b>	<b>\$ 4,659,757,006</b>

### LIABILITIES AND OWNER'S EQUITY

**CTV FORM 200  
FINANCIAL BALANCE SHEET**

Reporting Entity: Combined Massachusetts Operations of Comcast Cable Communications Holdings, Inc.  
Franchises Served: See Attachment A  
Year Ending: December 31, 2018

	Current Year Yr2018	Prior Year Yr2017
<b><u>Current Liabilities</u></b>		
420 Accounts Payable	\$ 3,049,957	\$ 2,667,779
430 Subscriber Advance Payments and Deposits	\$ 18,266,781	\$ 18,021,186
440 Debt Due within One Year	\$ -	\$ -
450 Current Taxes Payable	\$ 434,413	\$ 449,603
460 Other Current Liabilities	\$ 28,670,332	\$ 32,876,200
<b>470 Total Current Liabilities</b>	<b>\$ 50,421,483</b>	<b>\$ 54,014,767</b>
<b><u>Non Current Liabilities</u></b>		
480 Long-Term Debt	\$ -	\$ -
490 Notes Payable	\$ -	\$ -
500 Bonds Payable	\$ -	\$ -
510 Obligation on Capitalized Leases	\$ 2,067,773	\$ 2,859,849
520 Deferred Taxes	\$ -	\$ -
530 Other Non Current Liabilities	\$ 21,378,177	\$ 16,268,590
<b>540 Total Non Current Liabilities</b>	<b>\$ 23,445,950</b>	<b>\$ 19,128,438</b>
<b><u>Owner's Equity</u></b>		
550 Net Assets due from/to Parent Company	\$ (3,207,675,921)	\$ (2,727,430,978)
560 Capital Stock	\$ 6,523,231,203	\$ 6,523,231,203
570 Retained Earnings - Gross	\$ 1,773,123,750	\$ 1,555,813,576
580 Accumulated Dividends	\$ (765,000,000)	\$ (765,000,000)
590 Other	\$ -	\$ -
<b>600 Total Owner's Equity</b>	<b>\$ 4,323,679,032</b>	<b>\$ 4,586,613,800</b>
<b>610 Total Liabilities and Equity</b>	<b>\$ 4,397,546,466</b>	<b>\$ 4,659,757,006</b>

ATTACHMENT A

COMBINED MASSACHUSETTS OPERATIONS OF COMCAST CABLE COMMUNICATIONS HOLDINGS, INC.

SCHEDULE OF FRANCHISES SERVED IN  
COMMONWEALTH OF MASSACHUSETTS  
AS OF DECEMBER 31, 2018

1 Abington	43 Chelsea	85 Hanson	127 Mendon	169 Reading	211 Waltham
2 Acton	44 Chester	86 Hardwick	128 Merrimac	170 Rehoboth	212 Ware
3 Acushnet	45 Chilmark	87 Hatfield	129 Methuen	171 Revere	213 Wareham
4 Agawam	46 Clinton	88 Hatfield	130 Middleborough	172 Rochester	214 Warren
5 Amesbury	47 Cohasset	89 Haverhill	131 Middleton	173 Rockland	215 Watertown
6 Amherst	48 Concord	90 Hingham	132 Milford	174 Rockport	216 Wayland
7 Andover	49 Conway	91 Holbrook	133 Millis	175 Rowley	217 Wellesley
8 Aquinnah	50 Danvers	92 Holliston	134 Milton	176 Salem	218 Wellfleet
9 Arlington	51 Dartmouth	93 Holyoke	135 Monson	177 Salisbury	219 Wenham
10 Ashburnham	52 Dedham	94 Hopedale	136 Montague	178 Sandwich	220 West Bridgewater
11 Ashby	53 Deerfield	95 Hopkinton	137 Montgomery	179 Saugus	221 West Newbury
12 Ashland	54 Dennis	96 Hudson	138 Nahant	180 Scituate	222 West Springfield
13 Attleboro	55 Dighton	97 Hull	139 Nantucket	181 Seekonk	223 West Tisbury
14 Avon	56 Dover	98 Huntington	140 Natick	182 Sharon	224 Westfield
15 Ayer	57 Dracut	99 Ipswich	141 Needham	183 Shelburne	225 Westford
16 Barnstable	58 Duxbury	100 Kingston	142 New Bedford	184 Sherborn	226 Westhampton
17 Bedford	59 East Bridgewater	101 Lakeville	143 Newbury	185 Shirley	227 Westminster
18 Bellingham	60 Eastham	102 Lancaster	144 Newburyport	186 Somerset	228 Weston
19 Belmont	61 Easton	103 Lawrence	145 Newton	187 Somerville	229 Westwood
20 Berkley	62 Edgartown	104 Leominster	146 Norfolk	188 South Hadley	230 Weymouth
21 Bernardston	63 Erving	105 Lexington	147 North Andover	189 Southborough	231 Whitely
22 Beverly	64 Essex	106 Lincoln	148 North Attleborough	190 Southwick	232 Whitman
23 Billerica	65 Everett	107 Littleton	149 North Reading	191 Springfield	233 Williamsburg
24 Blackstone	66 Fairhaven	108 Longmeadow	150 Northampton	192 Sterling	234 Wilmington
25 Bolton	67 Fall River	109 Lowell	151 Northfield	193 Stoneham (2)	235 Winchendon
26 Boston	68 Falmouth	110 Lunenburg	152 Norton	194 Stoneham	236 Winchester
27 Bourne	69 Fitchburg	111 Lynn	153 Norwell	195 Stow	237 Wintthrop
28 Boxborough	70 Foxborough	112 Lynnfield	154 Norwood	196 Sudbury	238 Woburn
29 Boxford	71 Framingham	113 Malden	155 Oak Bluffs	197 Sunderland	239 Worthington
30 Braintree	72 Franklin	114 Manchester by the Sea	156 Orleans	198 Swampscott	240 Wrentham
31 Brewster	73 Freetown	115 Mansfield	157 Palmer	199 Swansea	241 Yarmouth
32 Bridgewater	74 Gardner	116 Marblehead	158 Peabody	200 Taunton	
33 Brockton	75 Georgetown	117 Marion	159 Peilham	201 Templeton	
34 Brookline	76 Gill	118 Marlborough	160 Pembroke	202 Tewksbury	
35 Buckland	77 Gloucester	119 Marshfield	161 Phillipston	203 Tisbury	
36 Burlington	78 Granby	120 Mashpee	162 Plainville	204 Topsfield	
37 Cambridge	79 Granville	121 Mattapoisett	163 Plymouth	205 Townsend	
38 Canton	80 Greenfield	122 Maynard	164 Plympton	206 Truro	
39 Carlisle	81 Groveland	123 Medfield	165 Provincetown	207 Tyngsborough	
40 Carver	82 Halifax	124 Medford	166 Quincy	208 Upton	
41 Chatham	83 Hamilton	125 Medway	167 Randolph	209 Wakefield	
42 Chelmsford	84 Hanover	126 Melrose	168 Raynham	210 Walpole	

**CTV FORM 300**  
**STATEMENT OF REVENUE & EXPENSES**  
**PART A**  
**INCOME STATEMENT**

Reporting Entity: Combined Massachusetts Operations of Comcast Cable Communications Holdings, Inc.

Franchises Served: See Attachment A

Year Ending: December 31, 2018

	Current Year Yr2018	Prior Year Yr2017
<b>OPERATING INCOME</b>		
<b><u>Subscriber Revenues</u></b>		
620 Installation Income	\$ 8,649,394	\$ 9,761,922
630 Equipment Revenue	\$ 66,339,901	\$ 76,833,833
640 Basic/Other Tier Subscriber Revenue	\$ 1,298,318,055	\$ 1,380,930,480
650 Premium Channel Revenue	\$ 192,393,818	\$ 176,160,151
660 Pay Per View Revenue	\$ 60,665,943	\$ 66,568,590
670 Other Subscriber Revenues	\$ 92,140,534	\$ 99,470,184
<b>680 Total Subscriber Revenues</b>	<b>\$ 1,718,507,644</b>	<b>\$ 1,809,725,159</b>
<b><u>Non-Subscriber Revenues</u></b>		
690 Advertising Income	\$ 128,790,050	\$ 116,911,852
700 Other Income	\$ 8,891,656	\$ 8,960,445
<b>710 Total Non-Subscriber Revenues</b>	<b>\$ 137,681,706</b>	<b>\$ 125,872,297</b>
<b>720 Total Operating Income</b>	<b>\$ 1,856,189,350</b>	<b>\$ 1,935,597,456</b>
<b>OPERATING EXPENSES</b>		
<b><u>Direct Operating Expenses</u></b>		
730 Programming Expenses	\$ 935,400,050	\$ 909,838,659
740 Net Bad Debt and Collection Expenses	\$ 10,886,179	\$ 11,423,219
750 Salaries and Benefits	\$ 168,606,621	\$ 164,600,666
760 Repairs & Maintenance	\$ 14,979,449	\$ 14,857,265
770 Light, Heat, Power	\$ 12,094,982	\$ 11,053,140
780 Pole & Duct Rental	\$ 7,429,711	\$ 7,025,671
790 Administration - Office and Billing	\$ 70,411,087	\$ 69,367,972
800 Marketing	\$ 32,816,464	\$ 34,174,899
810 Local Origination	\$ 863,653	\$ 813,065
820 Other	\$ 209,206,167	\$ 225,265,543
<b>830 Total Operating Expenses</b>	<b>\$ 1,462,694,363</b>	<b>\$ 1,448,420,100</b>

CTV FORM 300  
**STATEMENT OF REVENUE & EXPENSES**  
**PART A**  
**INCOME STATEMENT**

Reporting Entity: Combined Massachusetts Operations of Comcast Cable Communications Holdings, Inc.

Franchises Served: See Attachment A

Year Ending: December 31, 2018

	Current Year Yr2018	Prior Year Yr2017
<b><u>Depreciation and Amortization</u></b>		
840 Depreciation	\$ 173,076,809	\$ 165,749,021
850 Amortization	\$ 3,209,905	\$ 3,924,351
<b>860 Total Depreciation and Amortization</b>	<b>\$ 176,286,714</b>	<b>\$ 169,673,371</b>
<b>870 Total Expenses</b>	<b>\$ 1,638,981,076</b>	<b>\$ 1,618,093,471</b>
<b><u>Other Income and Expenses</u></b>		
880 Other Income	\$ -	\$ -
890 Interest Expenses	\$ 369,059	\$ 457,412
900 Other	\$ -	\$ -
<b>910 Total Other (Income) and Expenses</b>	<b>\$ 369,059</b>	<b>\$ 457,412</b>
<b><u>Provision for Income Tax</u></b>		
920 Currently Payable	\$ -	\$ -
930 Deferred	\$ -	\$ -
<b>940 Total Provision for Income Tax</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Extraordinary Items</u></b>		
950 (Gain)/Loss on Sale of Fixed Assets	\$ (470,959)	\$ (256,449)
960 Other Extraordinary Items	\$ -	\$ -
<b>970 Total Extraordinary Items</b>	<b>\$ (470,959)</b>	<b>\$ (256,449)</b>
<b>980 Net Income (Loss)</b>	<b>\$ 217,310,174</b>	<b>\$ 317,303,022</b>

**CTV FORM 300  
STATEMENT OF REVENUE & EXPENSES  
PART B  
STATEMENT OF GROSS ANNUAL RECEIPTS**

**Description of Gross Annual Receipts**

The amount to be reported as gross annual receipts is the total of all revenues earned (reduced by anticipated bad debts) from cable television activity in the Commonwealth. These revenues should include all income from the basic service tier, cable programming service tiers, premium and pay-per-view channels, the rental of converters and remote controls, installations, advertising, local origination, leased access, rentals and management fees.

The amount reported should reflect the total operating income amount reported in the company's general ledger account. These accounts are included in the operating income accounts set forth in the Cable Division's *Uniform Reporting System - Rules for Completing Financial Reporting Forms*. (Total Gross Annual Receipts should equal the total provided on Line 720 of Form 300 for all forms filed by the cable operator.)

Operator: Comcast Cable Communications, LLC

Address: 676 Island Pond Road  
Manchester, NH 03109

I hereby certify that the amount shown below is the gross annual receipts for this company for the calendar year as defined below.

Year:	<u>December 31, 2018</u>	Gross annual receipts	Gross Receipts	\$	1,856,189,350
			Less Bad Debt	\$	(8,321,532)
			Total Gross Receipts	\$	<u>1,847,867,818</u>

TIA KURUVILLA  
(Name - Print)

3/27/19  
(Date)

*Tia Kuruvilla*  
(Name - Signature)

215286-5096  
(Telephone)

Senior Director, Reporting & Analysis  
(Title)



ATTACHMENT A

COMBINED MASSACHUSETTS OPERATIONS OF COMCAST CABLE COMMUNICATIONS HOLDINGS, INC.

SCHEDULE OF FRANCHISES SERVED IN  
COMMONWEALTH OF MASSACHUSETTS  
AS OF DECEMBER 31, 2018

1 Abington	43 Chelsea	85 Hanson	127 Mendon	169 Reading	211 Waltham
2 Acton	44 Chester	86 Hardwick	128 Merrimac	170 Rehoboth	212 Ware
3 Acushnet	45 Chilmark	87 Hatfield	129 Methuen	171 Revere	213 Wareham
4 Agawam	46 Clinton	88 Hatfield	130 Middleborough	172 Rochester	214 Warren
5 Amesbury	47 Cohasset	89 Haverhill	131 Middleton	173 Rockland	215 Watertown
6 Amherst	48 Concord	90 Hingham	132 Milford	174 Rockport	216 Wayland
7 Andover	49 Conway	91 Holbrook	133 Millis	175 Rowley	217 Wellesley
8 Aquinnah	50 Danvers	92 Holliston	134 Milton	176 Salem	218 Wellfleet
9 Arlington	51 Dartmouth	93 Holyoke	135 Monson	177 Salisbury	219 Wenham
10 Ashburnham	52 Dedham	94 Hopedale	136 Montague	178 Sandwich	220 West Bridgewater
11 Ashby	53 Deerfield	95 Hopkinton	137 Montgomery	179 Saugus	221 West Newbury
12 Ashland	54 Dennis	96 Hudson	138 Nahant	180 Scituate	222 West Springfield
13 Attleboro	55 Dighton	97 Hull	139 Nantucket	181 Seekonk	223 West Tisbury
14 Avon	56 Dover	98 Huntington	140 Natick	182 Sharon	224 Westfield
15 Ayer	57 Dracut	99 Ipswich	141 Needham	183 Shelburne	225 Westford
16 Barnstable	58 Duxbury	100 Kingston	142 New Bedford	184 Sherborn	226 Westhampton
17 Bedford	59 East Bridgewater	101 Lakeville	143 Newbury	185 Shirley	227 Westminister
18 Bellingham	60 Eastham	102 Lancaster	144 Newburyport	186 Somerset	228 Weston
19 Belmont	61 Easton	103 Lawrence	145 Newton	187 Somerville	229 Westwood
20 Berkley	62 Edgartown	104 Leominster	146 Norfolk	188 South Hadley	230 Weymouth
21 Bernardston	63 Erving	105 Lexington	147 North Andover	189 Southborough	231 Whately
22 Beverly	64 Essex	106 Lincoln	148 North Attleborough	190 Southwick	232 Whitman
23 Billerica	65 Everett	107 Littleton	149 North Reading	191 Springfield	233 Williamsburg
24 Blackstone	66 Fairhaven	108 Longmeadow	150 Northampton	192 Sterling	234 Wilmington
25 Bolton	67 Fall River	109 Lowell	151 Northfield	193 Stoneham (2)	235 Winchendon
26 Boston	68 Falmouth	110 Lunenburg	152 Norton	194 Stoughton	236 Winchester
27 Bourne	69 Fitchburg	111 Lynn	153 Norwell	195 Stow	237 Winthrop
28 Boxborough	70 Foxborough	112 Lynnfield	154 Norwood	196 Sudbury	238 Woburn
29 Boxford	71 Framingham	113 Malden	155 Oak Bluffs	197 Sunderland	239 Worthington
30 Braintree	72 Franklin	114 Manchester by the Sea	156 Orleans	198 Swampscott	240 Wrentham
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40 Carver	82 Halifax	124 Medford	166 Quincy	208 Upton	
41 Chatham	83 Hamilton	125 Medway	167 Randolph	209 Wakefield	
42 Chelmsford	84 Hanover	126 Melrose	168 Raynham	210 Waipole	

# CTV FORM 400 STATEMENT OF OWNERSHIP

Please provide the following information for each Issuing Authority. Note that communities served by the same legal entity may be aggregated.

- (1) (a) The full legal name of the cable operator's legal entity (corporation or partnership) holding the cable television license.

Name: See Attachment A

- (b) If applicable, the d/b/a or generally used name of the legal entity within the Issuing Authority's community.

Name: \_\_\_\_\_

- (2) The full legal name of the ultimate parent entity/ies which own(s) the corporation or partnership holding the cable license.

Name: Comcast Corporation FEDERAL ID 27-0000798

- (3) The regional office(s) managing the cable licenses in Massachusetts:

Name: Comcast Cable Communications, LLC  
Street Address: 676 Island Pond Road  
Municipality, State & Zip Code: Manchester, NH 03109  
Contact Person: Edward Zimmermann  
Contact Person's Title: Division Sr. Vice President, Finance  
Contact Person's Telephone Number: (603) 695 - 1452

- (4) The corporate office of the ultimate parent entity:

Name: Comcast Corporation  
Street Address: 1701 John F Kennedy Boulevard  
Municipality, State & Zip Code: Philadelphia, PA 19103  
Contact Person: Edward Zimmermann  
Contact Person's Title: Division Sr. Vice President, Finance  
Contact Person's Telephone Number: (603) 695 - 1452

# CERTIFICATION PAGE

Financial and Statistical Data Forms for the year ending December 31, 2018

Cable Operator: Comcast Cable Communications, LLC

Address: 676 Island Pond Road  
Manchester, NH 03109

Telephone: (603) 695 - 1468 Fax: (603) 628 - 3365

Name of person completing these forms: Mark Renaud

Title: Senior Director of Regulatory Accounting

Number of cable franchises in Massachusetts at most recent year end: 242

Number of cable subscribers in Massachusetts at most recent year end: 1,419,774

Form of Organization (circle one)  Corporation  Partnership  Other

Is the company owned or controlled by a Multiple System Operator (MSO)? Yes

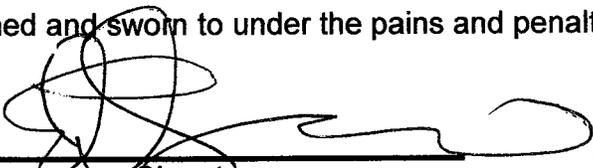
Name, address and telephone number of MSO: Comcast Corporation  
1701 John F Kennedy Boulevard  
Philadelphia, PA 19103-2838

## CERTIFICATION

G.L. c. 166A, sec. 8, requires the execution of this certification by the treasurer of the corporation.

I certify that all the information contained in these forms are true and complete to the best of my knowledge. All material changes requiring an explanation have been explained.

Signed and sworn to under the pains and penalties of perjury this 22th day of April 2019

  
Signature

Division Sr. Vice President, Finance  
Title

**CTV FORM 400  
ATTACHMENT A  
12/31/2018**

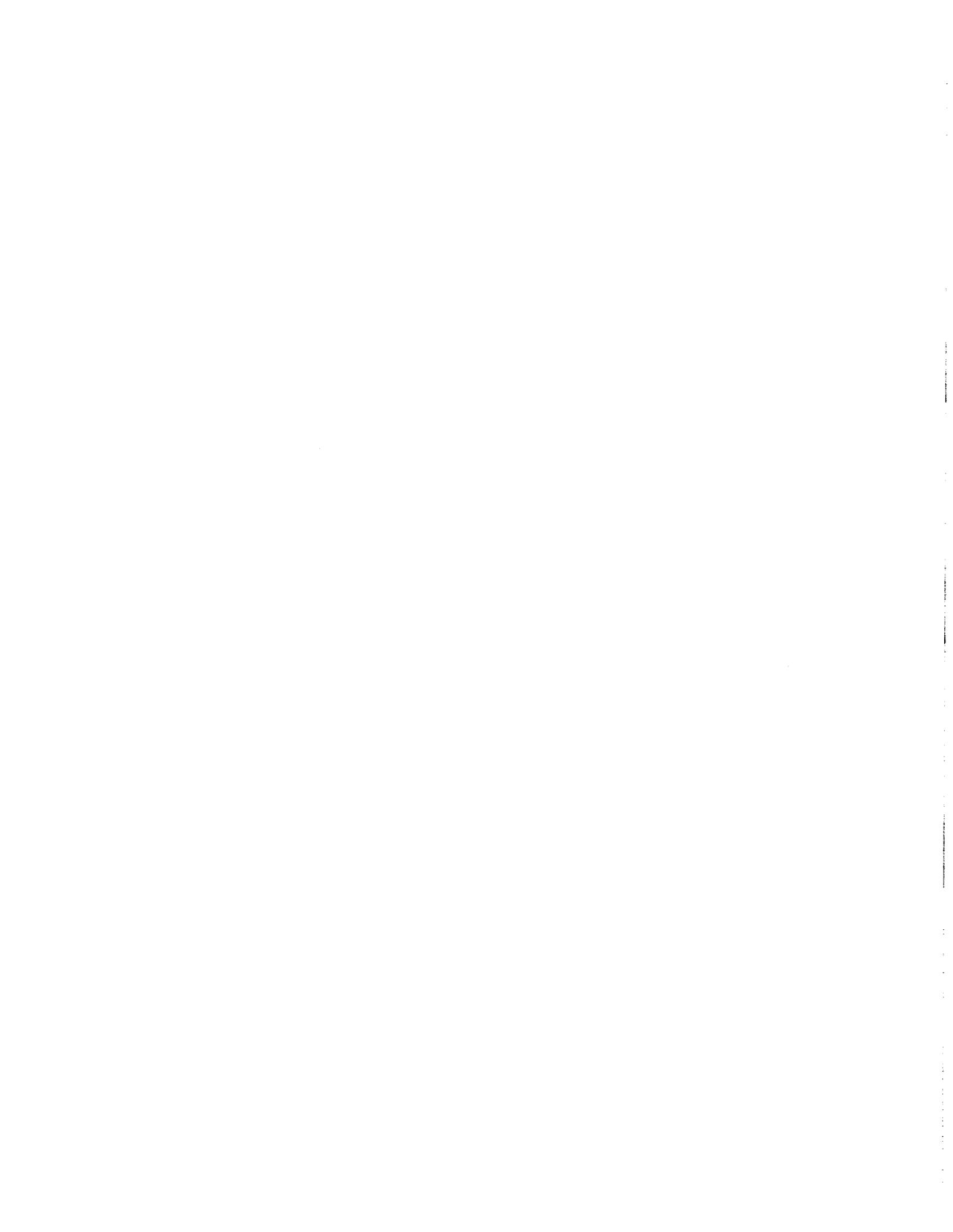
Name: Comcast Cable Communications, LLC

(1) (a) The full legal name of the cable operator's legal entity (corporation or partnership) holding the cable television license.

**Legal Entity**

Comcast Cable Communications Management, LLC  
Comcast of Massachusetts II, Inc.  
Comcast of Brockton, Inc.  
Comcast of Milton, Inc.  
Comcast of Needham, Inc.  
Comcast of Georgia/Massachusetts, LLC  
Comcast of Massachusetts/Virginia, Inc.  
Comcast of Southern New England, Inc.  
Comcast of Boston, Inc.  
Comcast of Massachusetts III, Inc.  
Comcast of California/Massachusetts/Michigan/Utah, LLC  
Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC





# Yearly Operational Plan

2019

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## MASSACHUSETTS COASTAL RAILROAD



3065 CRANBERRY HIGHWAY  
EAST WAREHAM, MA 02538

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Prepared by:

TEC ASSOCIATES  
46 SAWYER STREET  
SOUTH PORTLAND, MAINE 04106

### ABSTRACT:

This Yearly Operational Plan (YOP) describes the vegetation management operations for the Railroad's rights-of-way scheduled for vegetation maintenance during this calendar year in compliance with the Commonwealth of Massachusetts Rights-of-Way Management Regulations 333 CMR 11.00.

*This YOP is a companion document to the Vegetation Management Plan (VMP) which has been approved by the Department of Agricultural Resources.*

## INTRODUCTION

Both Federal and State laws require railroads to manage vegetation to help ensure the safe passage of people, material, and goods.

The Code of Federal Regulations mandates the safety of the railroad must be guaranteed by regular inspection and maintenance. Vegetation must be controlled so that it does not become a fire hazard, does not interfere with visibility, or impede direct visual inspections of the track structure. Vegetation must also be managed to allow for proper drainage of the track and ballast structure, to prevent tree and branch damage to cargo, and to provide safe footing and working conditions for trackside personnel. Vegetation growing along side the rails can prevent effective and adequate braking, especially in emergency situations.

The purpose of 333 CMR 11.00, Rights of Way Management, is to promote the implementation of Integrated Pest Management techniques and to establish standards, requirements, and procedures necessary to minimize the risk of unreasonable adverse effects on human health and the environment associated with the use of herbicides to maintain rights-of-way. These regulations establish procedures which guarantee ample opportunity for public and municipal agency review and input on rights-of-way maintenance plans.

A Yearly Operational Plan or YOP must be submitted to the Department of Agricultural Resources every year herbicides are intended for use to maintain rights-of-way. The YOP provides a detailed program for vegetation management for the year. This YOP is a companion document to the Vegetation Management Plan (VMP) approved by the Department. The VMP is the long term management plan for the railroad which describes the intended program for vegetation control over a five year period.

Upon receipt of this YOP, the Department publishes a notice in the Environmental Monitor. The applicant has provided a copy of the YOP and Environmental Monitor notice to the Board of Health, Conservation Commission, and the chief elected municipal official for the city or town in which the herbicide treatment is proposed.

The Department allows a 45 day comment period on the proposed YOP beginning with publication of the notice in the Environmental Monitor and receipt of the YOP and Environmental Monitor notice by each municipality.

Public notification of herbicide applications to the right-of-way is made by certified mail under separate cover at least 21 days in advance of the treatment. Notice is made to the Department of Agricultural Resources; the Mayor, City Manager or chairman of the Board of Selectman; the Board of Health; and the Conservation Commission of the municipality where the right-of-way lies.

Any comments on this YOP should be directed to:

Thomas W. Lewis  
TEC Associates  
46 Sawyer Street  
South Portland, ME 04106  
(207) 767-6068

MUNICIPALITIES WHERE TREATMENT DESCRIBED IN THIS YOP WILL BE MADE

Attleborough  
Barnstable  
Berkley  
Bourne  
Dartmouth  
Fall River  
Falmouth  
Foxborough  
Framingham  
Freetown  
Lakeville  
Mansfield  
Medfield  
Middleborough  
New Bedford  
Norton  
Raynham  
Rochester  
Sandwich  
Seekonk  
Sherborn  
Taunton  
Walpole  
Wareham  
Westport  
Westwood  
Yarmouth

## YOP REQUIREMENTS AND TABLE OF CONTENTS

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## APPENDICES

- A. Herbicide Fact Sheets as approved by the Department of Agricultural Resources, herbicide labels, and SDS.
- B. Maps locating the ROW and sensitive areas not readily identifiable in the field.

I. THE COMPANY WHICH WILL PERFORM ANY HERBICIDE TREATMENT

This company or contractor will perform the herbicide treatment. Applicators are certified by the Department of Agricultural Resources in the applicator category Right-of-Way Pest Control.

Company Name RWC, Inc.  
Address Lockhouse Road  
P.O. Box 876  
Westfield, MA 01086  
Telephone # (413) 562-5681  
Contact Person(s) Brian Chateauvert

II. INDIVIDUAL REPRESENTING APPLICANT AND SUPERVISING THE YOP

Individual supervising execution of the YOP and representing the railroad.

Name & Title Chris Podgurski, President & COO  
Address 3065 Cranberry Highway  
E. Wareham, MA 02538  
  
Telephone # (508) 291-7116

III. HERBICIDES PROPOSED INCLUDING APPLICATION RATES, CARRIERS, ADJUVANTS, AND APPLICATION TECHNIQUES

Weed Control Herbicide Program for the Roadbed

The post-emergent herbicide program is aimed primarily toward keeping the ballast section and shoulder, yards, switches, signals, and highway grade crossings weed free. Areas scheduled for weed control treatments have been inspected for density of target vegetation to determine appropriate control methods. Herbicide Fact Sheets for the herbicides proposed are found in Appendix A.

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Sensitive area buffer zone	Aquaneat Milestone Oust XP	Drift Control Spreader Sticker	Foliar	2 qts/acre
			Foliar	7 oz/acre
			Foliar	4-6 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre
Non-sensitive areas	Aquaneat Milestone Oust XP	Drift Control Spreader Sticker	Foliar	2 qts/acre
			Foliar	7 oz/acre
			Foliar	4-6 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre
Touch-up applications	Aquaneat Milestone Oust XP	Drift Control Spreader Sticker	Foliar	2 qts/acre
			Foliar	7 oz/acre
			Foliar	4-6 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre

Brush Control Program for Areas Adjacent to the Roadbed

The brush control program is designed to prevent the re-growth of trees and other woody vegetation in areas adjacent to the roadbed. Areas scheduled for brush control treatments are limited to target vegetation which obscures visibility or interferes with railroad signs, signals, or communication wires. Herbicide Fact Sheets for herbicides proposed may be found in Appendix A.

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Non-sensitive areas	Aquaneat Milestone Patriot Selective <b>-OR-</b> Escort XP	Drift Control MSO	Foliar	3-4 qts/acre
			Foliar	10 oz/acre
			Foliar	2 oz/acre
			Foliar	2 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre

Brush Control Program for Areas Adjacent to the Roadbed (continued)

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Touch-up applications	Aquaneat	Drift Control MSO	Foliar	3-4 qts/acre
	Milestone		Foliar	10 oz/acre
	Patriot Selective		Foliar	2 oz/acre
	<b>-OR-</b>			
	Escort XP		Foliar	2 oz/acre
			Foliar	8-16 oz/acre
		Foliar	8-16 oz/acre	

IV. HERBICIDE APPLICATION TECHNIQUES AND ALTERNATIVE CONTROL PROCEDURES

Herbicide applications within the Railroad right-of-way will be preformed using low pressure application from a specialized hy-rail truck equipped with a spray boom. This method is suitable for application within the buffer zone, or restricted application zone of sensitive areas, as defined in 333 CMR 11.04. The spray vehicle is equipped with spray nozzles and controls to allow for treatment of the entire roadbed, or to selectively treat individual sections of the ballast and ballast shoulders. Within sensitive areas, a container will be used to catch any accidental dripping of herbicide. It is a trough-shaped apparatus mounted just behind and above the boom, and will be hydraulically lowered to sit underneath the spray nozzles while the vehicle is traveling through areas where herbicide spraying is prohibited.

In order to assist in rapid identification of sensitive areas in the field, a pilot vehicle will proceed approximately 1/4 mile ahead of the applicator vehicle in order to signal ahead the location of sensitive areas.

In order to provide greater mobility and decrease the amount of time required to apply the herbicide mixture in the railroad yard areas, a vehicle equipped with hoses will be used in these areas. In compliance with the Regulations for herbicide application in sensitive areas, the spray pressure from the hoses will not exceed 60 psi.

ALTERNATIVE CONTROL PROCEDURES

No alternative vegetation control methods are feasible within the track areas of the right-of-way. No vegetation control is proposed in ballast areas where herbicide use is prohibited.

Touch-up techniques controls any target vegetation within the ballast that may have been missed or not treated during the initial phase. Control of vines and other vegetation that might creep onto the ballast from roots growing outside the original treatment boundaries can be managed as a selective, foliage, or spot spray. No more than 10% of the initially identified target vegetation on the right-of-way in any municipality may be treated during a touch-up application and the total amount of herbicide applied in any one year shall not exceed the limits specified by the label or YOP [per 11.03(8)(c)].

## V. IDENTIFICATION OF TARGET VEGETATION

Whenever and wherever possible an integrated approach to vegetation management will be implemented by encouraging plant communities that hinder the growth of target vegetation. Prior to an herbicide application, a review will be made noting location, density, and type of vegetation present. This information will be used to develop an herbicide application program that will be effective against target vegetation and minimize the amount of herbicide used.

In accordance with the Code of Federal Regulations, 49 Part 213 - Track Safety Standards, all vegetation growing in the ballast and ballast shoulder; in yards; and around switches, signals, signs and highway grade crossings is considered target vegetation and must be controlled so that it does not:

- a) become a fire hazard to track-carrying structures;
- b) obstruct visibility of railroad signs and signals;
- c) interfere with railroad employees performing normal trackside duties;
- d) prevent proper functioning of signal and communication lines; and
- e) prevent railroad employees from visually inspecting moving equipment from their normal duty stations.

Woody vegetation growing in areas adjacent to the shoulder will be managed to promote the growth of low growing shrubs. Targeted woody vegetation will be that which has the potential to block visibility or invade the roadbed and/or overhead communication lines. Target vegetation will include but not be limited to the following:

Ailanthus	Black Walnut	Honey Locust
American Basswood	Buckthorn	Maple
American Beech	Butternut	Northern Catalpa
American Hornbeam	Cherry	Oak
Apple	Eastern Hornbeam	Pine
Ash	Eastern Red Cedar	Poplar
Aspen	Elm	Sassafras
Birch	Flowering Dogwood	Shadbush
Black Locust	Hawthorn	Spruce
Black Tupelo	Hickory	Sumac

## VI. FLAGGING METHODS TO DESIGNATE SENSITIVE AREAS ON THE ROW

Sensitive areas are defined in the Rights-Of-Way Management Regulations (333 CMR 11.02) are as defined in 333 CMR 11.04, any areas within the Right-of-Way, including No-Spray and Limited-Spray Areas, in which public health, environmental or agricultural concerns warrant special protection to further minimize risks of unreasonable adverse effects. These include but are not limited to the following:

No Spray Area, any area that is both within a Right-of-Way and within:

- (a) any Zone I;
- (b) 100 feet of any Class A Surface Water Source;
- (c) 100 feet of any tributary or associated surface water body where the tributary or associated surface water body runs within 400 feet of a Class A surface water source;
- (d) 10 feet of any tributary or associated surface water body where the tributary or associated surface water body is at a distance greater than 400 feet from a Class A surface water source;
- (e) a lateral distance of 100 feet for 400 feet upstream, on both sides of the river, of a Class B Drinking Water Intake;
- (f) 50 feet of any identified Private Well;
- (g) 10 feet of any Wetlands or Water Over Wetlands;
- (h) 10 feet of the mean annual high-water line of any river; and
- (i) 10 feet of any Certified Vernal Pool.

Limited Spray Area, any area that is both within a Right-of-Way and within:

- (a) any Zone II or IWPA;
- (b) a distance of between 100 feet and 400 feet of any Class A Surface Water source;
- (c) a distance of between 10 and 200 feet of any tributary or associated surface water body where the tributary or associated surface water body runs outside the Zone A for the Class A surface water source;
- (d) a lateral distance of between 100 and 200 feet for 400 feet upstream, on both sides of the river, of a Class B Drinking Water Intake;
- (e) a distance of between 50 and 100 feet of any identified Private Well;
- (f) a distance of between 10 and 100 feet of any Wetlands or Water Over Wetlands;
- (g) a distance of between 10 feet from the mean annual high water line of any river and the outer boundary of the Riverfront Area;
- (h) a distance of between 10 feet from any Certified Vernal Pool and the outer boundary of any Certified Vernal Pool Habitat; and
- (i) a distance of 100 feet of any Agricultural or Inhabited Area.

Non-Sensitive Areas are upland areas and/or track not in proximity to sensitive areas and do not require specific precautions or herbicide restrictions.

Sensitive areas, no-spray areas, limited-spray areas, and non-sensitive areas will be marked at their boundaries with permanent color-coded markers. Sensitive areas considered to be readily identifiable in the field (i.e. agricultural and inhabited areas) will not be marked. The markers will be one or any combination of the following:

- color-coded signs attached to posts
- color-coded signs attached to the railroad ties
- color-coded painted rail sections

Sensitive and non-sensitive areas will be designated by the following color-codes:

- |             |  |
|-------------|--|
| white       | non-sensitive areas  |
| blue        | sensitive area in which a minimum of 12 months shall elapse between herbicide applications   |
| double blue | sensitive areas in which a minimum of 24 months shall elapse between herbicide applications. |
| yellow      | no spray zone  |

## VII. PROCEDURES AND LOCATIONS FOR HANDLING, MIXING, AND LOADING OF HERBICIDE CONCENTRATES

The herbicide application crew will wear protective clothing and personal safety equipment when mixing, handling, loading, or applying herbicide, including standard work clothing or coveralls, work gloves, and work boots. Latex or nitrile rubber gloves, as well as eye goggles are recommended to be worn during mixing of herbicide concentrate as some herbicides may cause mild eye and skin irritations.

Mixing and use of herbicide shall be consistent with the labeling instructions included on the packaging. The herbicide mix will be prepared from herbicide concentrate and water. In compliance with the regulations, the handling, mixing and/or loading of this material will not occur within 100 feet of any sensitive area. Wherever and whenever possible, the herbicide applicator will prepare the herbicide mix on non-porous surfaces, such as pavement or concrete.

### Sources of Water and Safeguards to Prevent Contamination

Water used for herbicide mix will be obtained from hydrants and freshwater sources. During the herbicide mix preparations and during herbicide application, strict adherence to the following safeguards will be maintained:

- 1) Water will be obtained using hoses equipped with anti-siphon devices to eliminate herbicide backflow.
  - a) Hoses used to extract water from water bodies will be equipped with two such devices: one will be found directly behind the mouth of the hose and another will be at the coupling that joins the hose to the mix tank.
  - b) Hoses used to extract water from the hydrant will utilize the same setup as described above, except that a third anti-siphon device will be found within the coupling joining the hose to the hydrant.
- 2) The herbicide concentrate will not be added to the tank until the water has been obtained and the application apparatus is at least 100 feet outside a sensitive area.

### Disposal of Herbicidal Wastes

Disposal of all herbicidal wastes will be the responsibility of the licensed applicator. It is the applicator's responsibility to ensure that such disposal will be carried out in an environmentally sensitive manner, in compliance with all Federal and State regulations and guidelines.

## VIII. EMERGENCY CONTACTS

In the event of a spill or emergency, information on safety precautions and cleanup procedures may be gathered from the following sources:

Herbicide Label

Herbicide Fact Sheet

Herbicide Material Safety Data Sheet

Herbicide Manufacturer

BASF Specialty Products	(800) 832-4357
Bayer Environmental Science	(800) 334-7577
Dow AgroSciences	(800) 992-5994
Nufarm Americas	(800) 345-3330

Massachusetts Pesticide Bureau (617) 626-1700

Massachusetts DEP Emergency Response (888) 304-1133

ChemTrec (800) 424-9300

EPA National Pesticide Information Center (800) 858-7378

Massachusetts Poison Control Center (800) 222-1222

Local Community Chief of Police and/or Fire Chief

Attleborough	(508) 222-1212	Norton	(508) 285-3300
Barnstable	(508) 775-0387	Raynham	(508) 824-2716
Berkley	(508) 822-7040	Rochester	(508) 763-5112
Bourne	(508) 759-4420	Sandwich	(508) 888-1212
Dartmouth	(508) 910-1700	Seekonk	(508) 336-8123
Fall River	(508) 676-8511	Sherborn	(508) 653-2424
Falmouth	(774) 255-4527	Taunton	(508) 824-7522
Foxborough	(508) 543-4343	Walpole	(508) 668-1212
Framingham	(508) 872-1212	Wareham	(508) 295-1212
Freetown	(508) 763-4017	Westport	(508) 636-1122
Lakeville	(508) 947-4422	Westwood	(781) 320-1000
Mansfield	(508) 261-7300	Yarmouth	(508) 775-0445
Medfield	(508) 359-2315		
Middleborough	(508) 947-1212		
New Bedford	(508) 991-6300		

## **APPENDICES**

- A. Herbicide Fact Sheets as approved by the Department, herbicide labels, and SDS.
- B. Maps locating the ROW and Sensitive areas not readily identifiable in the field.

Maps provided with the Yearly Operational Plan shall remain effective for the duration of the YOP unless modified. Subsequent YOP's will contain any modifications to the maps made during the previous year.

## APPENDIX A

Below find a list of herbicides potentially in use by this Yearly Operational Plan. For a list of the exact products and rates of application to be used in this year's program please refer to page 2 of this document.

MANUF.	PRODUCT NAME	ACTIVE INGREDIENT(S)	EPA REGISTRATION #
NUFARM AMERICAS	AQUANEAT	GLYPHOSATE	228-365
BAYER CROP SCIENCE	OUST EXTRA	SULFOMETURON METHYL METSULFURON METHYL	432-1557
BASF SPECIALTY PRODUCTS	ARSENAL R.R. HERBICIDE	ISOPROPYLAMINE SALT OF IMAZAPYR	241-273
BAYER CROP SCIENCE	ESCORT XP	METSULFURON METHYL	432-1549
NUFARM AMERICAS	PATRIOT SELECTIVE	METSULFURON METHYL	228-391
DOW AGROSCIENCES	MILESTONE	AMINOPYRALID	62719-519
BAYER CROP SCIENCE	OUST XP	SULFOMETURON METHYL	432-1552
NUFARM AMERICAS	RAZOR PRO	GLYPHOSATE	228-366

### LABELS & SDS SHEETS:

To access the labels and SDS sheets for any of the above products please follow the directions below:

1. Open your internet browser and enter the following address in the **Address bar**: [www.cdms.net/label-database](http://www.cdms.net/label-database)
2. On the Product Search bar enter the desired **Product Name** (as found above) into the **Search bar** and hit the **Search button**.
3. A list of products will appear. Please be sure to reference the **Manufacture and Product Name** to locate the correct information.

### HERBICIDE FACT SHEET:

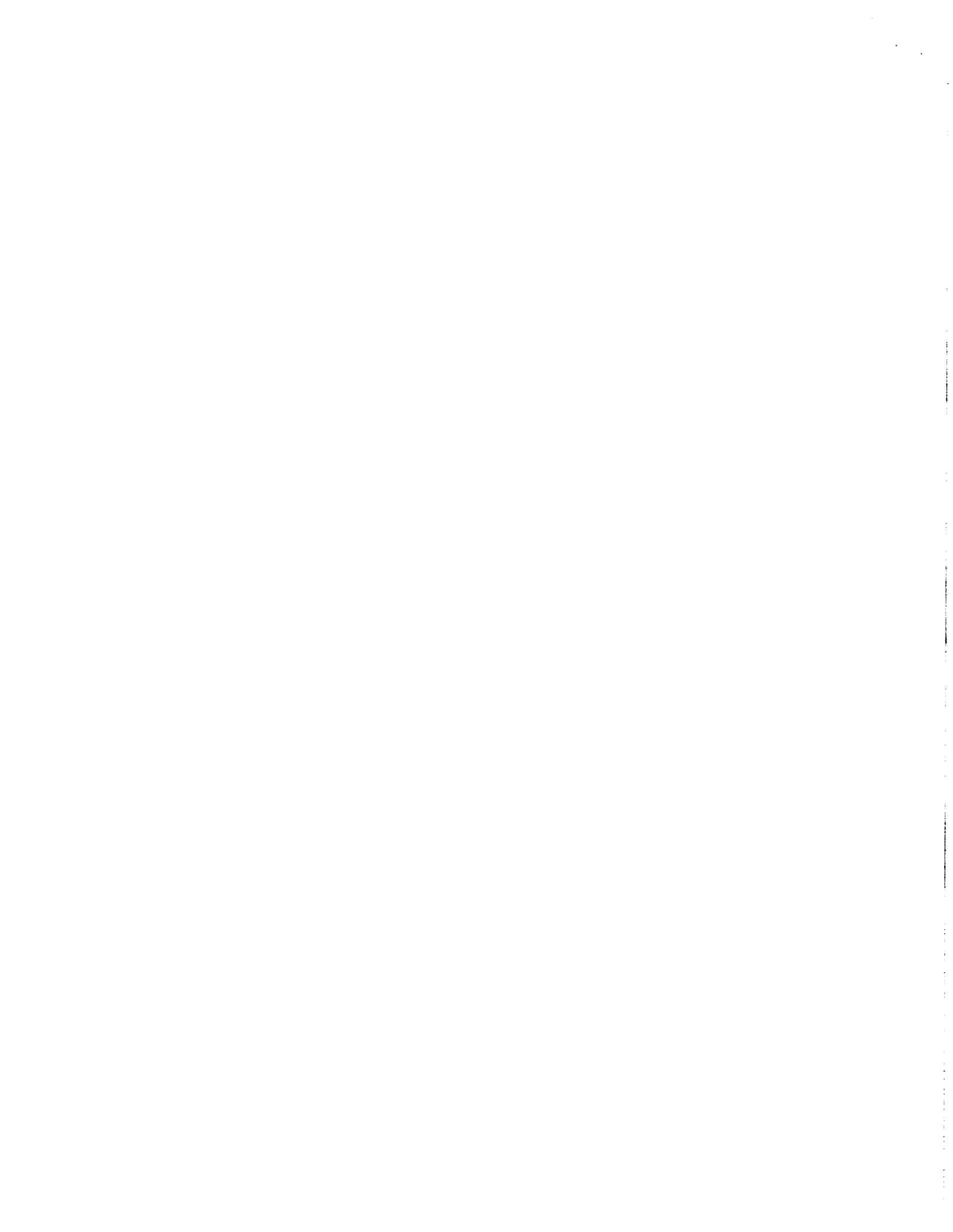
To access the herbicide fact sheets for any of the above products please follow the directions below:

1. Open your internet browser and enter the following address in the **Address bar**: <http://www.mass.gov/eea/agencies/agr/pesticides/rights-of-way-sensitive-area-materials-list.html>
2. Choose the link that corresponds to the **Active Ingredient** present in the product you are interested in.

Hard copies of these documents may also be obtained by calling TEC Associates at (207) 767-6068.

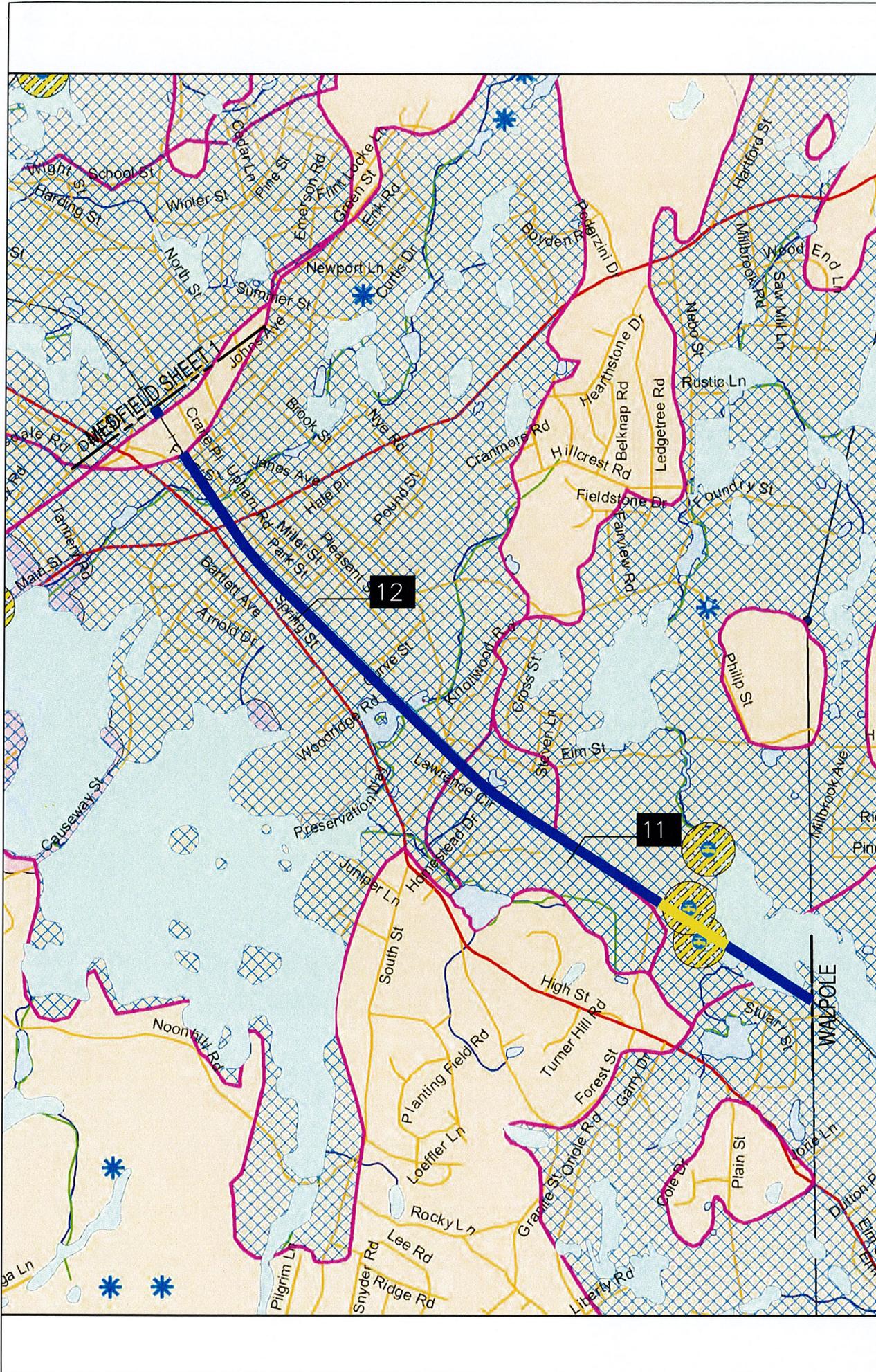
# APPENDIX B

## MAPS

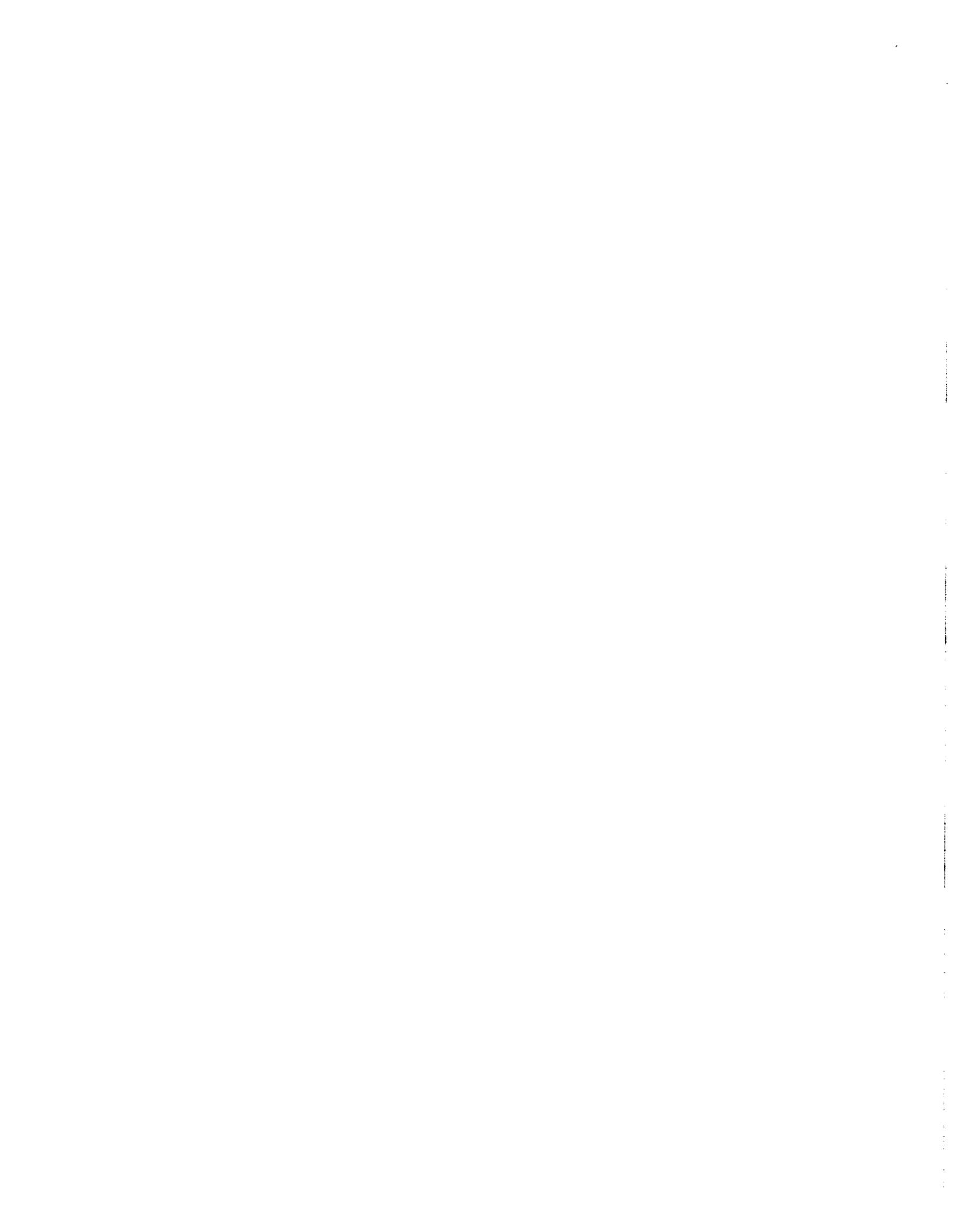








SCALE: 1:25,000	SHEET 2 OF 2	TOWN OF: MEDFIELD	BRANCH: FRAMINGHAM SECONDARY	DATE: 5/1/2016
<b>MASS COASTAL RAILROAD</b> 3065 CRANBERRY HIGHWAY, EAST WAREHAM, MA 02538		LIMITED SPRAY ZONE (1 YEAR INTERVAL) LIMITED SPRAY ZONE (2 YEAR INTERVAL) NO SPRAY ZONE	Groundwater Source Surface Water Intake NHESP Vernal Pool	DEP Approved Zone I DEP Approved Zone II / WPA
<b>TEC ASSOCIATES</b> CONSULTING ENGINEERS 46 SAWYER STREET SOUTH PORTLAND, MAINE 04106		Zone A Zone B NHESP Priority Habitat		



# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MATTHEW A. BEATON  
Secretary

JOHN LEBEAUX  
Commissioner

### NOTICE

Pursuant to the provisions of the Rights-of-Way Management Regulation, 333 CMR 11.00, in order to apply herbicides to control vegetation along railroad rights-of-way, a five-year Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP) must be approved by the Department of Agricultural Resources. Therefore, notice of receipt of a YOP and procedures for public review are hereby given as required by Section 11.06 (3).

A Yearly Operational Plan has been submitted for: Massachusetts Coastal Railroad.

This plan has been prepared and submitted to the Department of Agricultural Resources by: TEC Associates of South Portland, Maine.

Municipalities identified in the Massachusetts Coastal Railroad YOP as locations where the rights-of-way will be treated with herbicides during the 2019 calendar year are:

Attleboro, Barnstable, Berkley, Bourne, Dartmouth, Fall River, Falmouth, Foxborough, Framingham, Freetown, Lakeville, Mansfield, Medfield, Middleborough, New Bedford, Norton, Raynham, Rochester, Sandwich, Seekonk, Sherborn, Taunton, Walpole, Wareham, Westport, Westwood, and Yarmouth.

One selective herbicide application will take place in the non-sensitive and sensitive area buffer zones along the roadbed portion of the right-of-way using a DAR approved herbicide mixture. This post-emergent program is targeted toward the eradication of woody and herbaceous plant species germinating within the roadbed and around other fixtures including but not limited to: switches, signals, signs, and highway grade crossings. This application will be followed by a late summer touch-up application in areas of heavy vegetation growth, if necessary.

Mass Coastal Railroad's vegetation control program for 2019 will be consistent with the VMP as approved by the DAR and involves an Integrated Pest Management (IPM) approach. In the 2019 program, brush control will be limited to manual or mechanical cutting in sensitive areas and sensitive area buffer zones. In non-sensitive areas, one foliar application will be conducted to selectively treat brush adjacent to the shoulder using a DAR approved herbicide mixture.

Hi-rail vehicles equipped with herbicide application equipment will be used to treat the rights-of-way. This post emergent program is targeted toward the eradication of woody and herbaceous plant species germinating within the railroad roadbed and around other fixtures including but not limited to: switches, signals, signs, and highway grade crossings.

"Sensitive" areas as defined by the Rights-of-way Management Regulations will receive the full protection afforded by those Regulations. All herbicide applications will be done by an applicator properly licensed by the Department of Agricultural Resources Pesticide Bureau and fully trained in herbicide mixing, handling, and application methods.

The applicant has described the following rights-of-way as sites that have been scheduled for herbicide treatment in 2019:

CAPE MAIN LINE  
Middleborough to Barnstable

Middleborough	Rochester	Wareham
Bourne	Yarmouth	Sandwich
Barnstable		

SOUTH DENNIS BRANCH  
Yarmouth

FALMOUTH BRANCH  
Bourne to Falmouth

Bourne	Falmouth
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FALL RIVER SECONDARY  
Berkley to Fall River

Berkley	Freetown	Lakeville
Fall River		

NEW BEDFORD SECONDARY  
Taunton to New Bedford

Taunton	Berkley	Lakeville
Freetown	New Bedford	

WATUPPA RUNNING TRACK  
Westport to Dartmouth

Dartmouth	Westport
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FRAMINGHAM SECONDARY  
Framingham to Mansfield

Framingham	Sherborn	Medfield
Walpole	Foxborough	Mansfield

MIDDLEBOROUGH BRANCH  
Attleborough to Middleborough

Attleborough	Norton	Taunton
Raynham	Lakeville	Middleborough

DEAN STREET INDUSTRIAL TRACK  
Taunton

EAST JUNCTION  
Attleborough to Seekonk

Attleboro	Seekonk
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WESTWOOD INDUSTRIAL TRACK  
Westwood

## PUBLIC REVIEW

The Department of Agricultural Resources (DAR) in particular seeks the verification of sensitive area locations reported in the Yearly Operational Plan (YOP). The Department itself has a limited ability to survey the geography, land use, and the water supplies, in all the communities through which the rights-of-way are located. Municipalities, however, have most of this information readily available, and the particular knowledge with which to better certify the sensitive areas in their communities. Therefore, the Department requests, and urges, the assistance of the affected municipalities, in reviewing the completeness and accuracy of the maps contained in the submitted document. The DAR has established the following procedures for this review:

The YOP may be viewed online at the following web address:

<http://www.mass.gov/eea/agencies/agr/pesticides/vegetation-management-and-yearly-operation-plans.html>

Yearly Operational Plans (YOP) and a copy of this notice will be sent by the applicant to the Conservation Commission, Board of Health (or designated health agent), and to the Head of Government (Mayor, City Manager, Chair of the Board of Selectman) of each municipality where herbicides are to be applied along the Rights-of-Way during the calendar year. Municipal agencies and officials will have (45) forty-five days, following receipt of the Yearly Operational Plan to review the maps contained in the document that indicate the location of "sensitive areas not readily identifiable in the field" for inaccuracies and omissions. "Sensitive Areas" will be defined as in Section 11.01 a-f.

Municipal agencies and officials are requested to forward the YOP to the appropriate officials(s) in their municipality qualified to certify the accuracy of sensitive area locations as indicated on the maps. The maps should be "corrected" and returned to the applicant, also a copy of the maps with these corrections indicated should be sent to the Department of Agricultural Resources at the address listed below within the forty-five day review period. If a city or town needs more time to carry out this review, it should send a written request for an extension to the DAR and cite why there is a "good cause" for requesting additional time.

All corrections will be required to be made by the applicant, and corrected maps sent back to the city/town before the YOP can be considered "approved" by the Department for vegetation maintenance in that municipality. Any dispute on the part of the applicant regarding corrections made by the municipal authorities, should be indicated in writing to the Department and to the city/town which requested the disputed changes within (15) fifteen days of receipt of the request. The Department will decide whether or not the YOP should be approved without the requested changes. The DAR will consider the "final approval" of a YOP individually for each municipality.

The final (21) twenty one days of the public review period may serve concurrently to provide public notification as required by section 11.07 of the Rights-of-Way Management regulation, if the applicant has an approved VMP and if all the requisite city/town offices which have received copies of the YOP have completed their review and corrections have been duly made by the applicant and approved by the Department.

A failure by the city/town to respond to the applicant's submission of the YOP within the forty five (45) day public review period, will automatically be considered by the DAR to indicate agreement by municipal officials with the sensitive area demarcations as provided by the applicant in their YOP.

The Massachusetts Pesticide Bureau now has the Private Well Registry online. Residents can go to [www.mass.gov/agr](http://www.mass.gov/agr) then to the Rights-of-Way page and enter their well information into the Department's database.

Any questions or comments on the information provided in this Notice and the procedures established for the municipal review as outlined above should be addressed to:

Rights-of-Way Program  
Massachusetts Pesticide Bureau  
251 Causeway Street, Suite 500  
Boston, Massachusetts 02114-2151

Any additional questions or comments on any information provided as part of the proposed YOP should be addressed in writing to:

Thomas W. Lewis  
TEC Associates  
46 Sawyer Street  
South Portland, Maine 04106

A copy should also be sent to the Rights-of-Way Program at the above address.

**COMMENT PERIOD ENDS AT 5 PM, FRIDAY, JUNE 7, 2019.**