



Board of Selectmen
Meeting Packet
October 11, 2022

SCHEMATIC SIDEWALK DESIGN | Pound Street to Shaw's Plaza

MEDFIELD, MA



Prepared by: Dodson & Flinker, Inc. with Brovitz Community Planning and Design
Date: May 23, 2022

Introduction: The following plans and sections present a schematic approach to providing a continuous sidewalk from Pound Street to the Shaw's Shopping Plaza along Main Street in Medfield, MA. The design was based upon site features located in GIS using orthophotography along with parcel boundaries, contours derived from LIDAR digital elevation data, and Massachusetts DEP wetland boundaries. All data is the most current version available from the state through MassGIS in spring 2022. The sidewalk alignment was developed to minimize cost associated with relocating utilities and minimize impacts to adjacent properties, woodland areas, and wetlands.

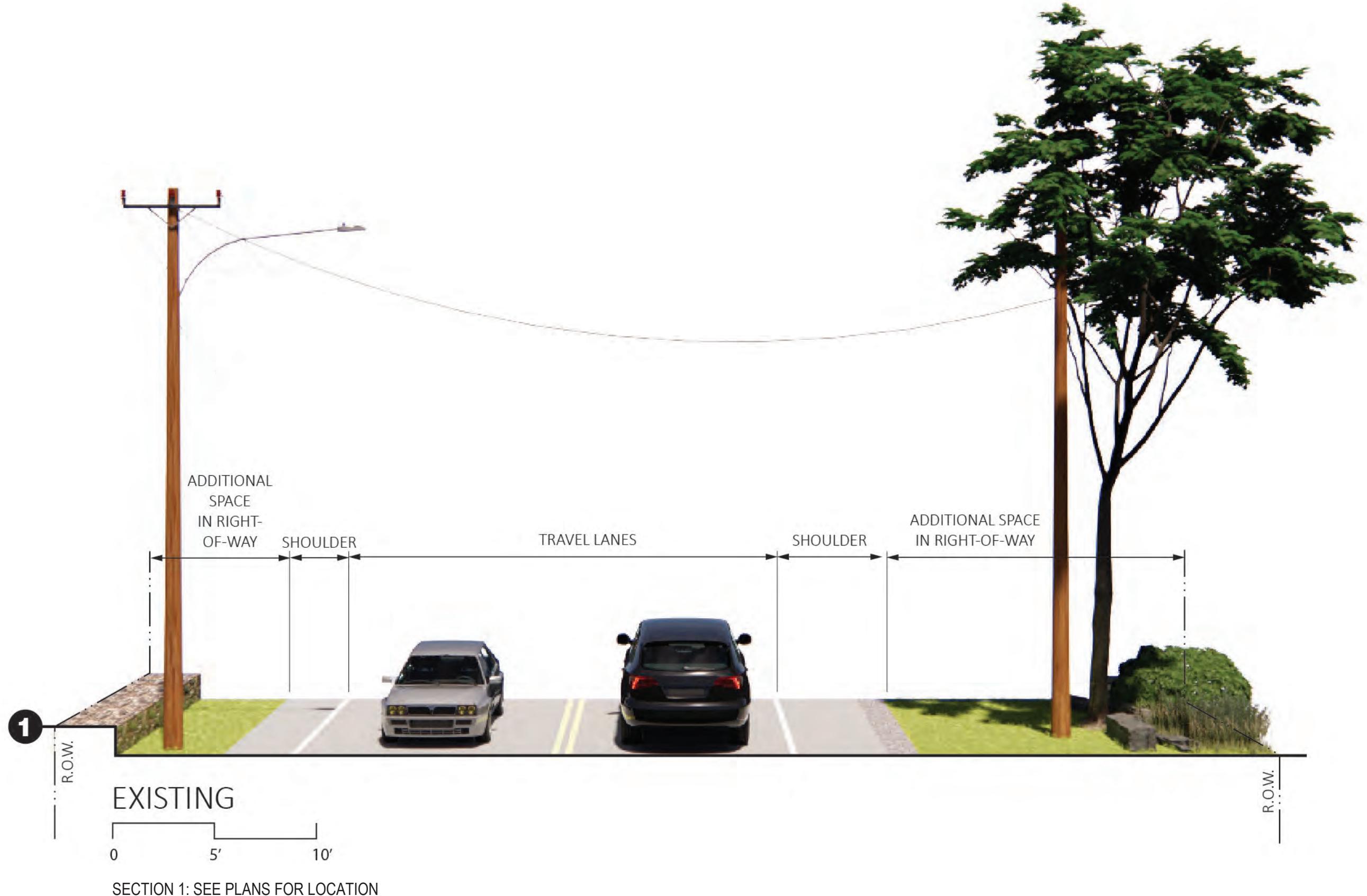
Key Opportunities and Constraints: Constraints to sidewalk development in the study area include topography, existing vegetation, nearby wetlands, public utilities, site features within the right of way associated with private homes, and vegetation near or within the R.O.W. The sidewalk alignment shown seeks to avoid as many of these constraints as possible. Nonetheless, certain features within the proposed alignment represent logistical and/or cost challenges for the proposed sidewalk work. Notes on the plans identify these features.

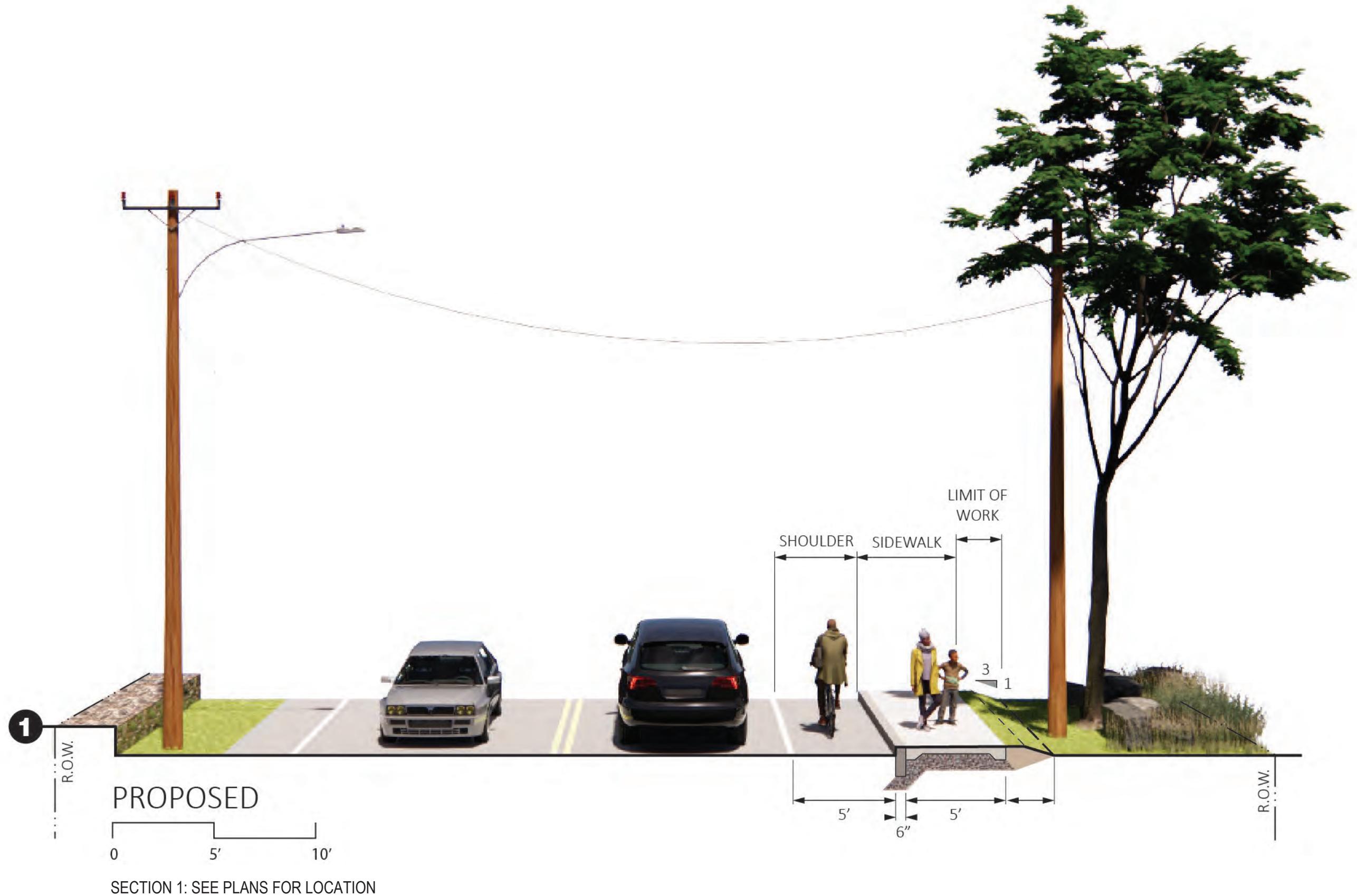
In general, the southeastern side of Main Street provides the best opportunity for sidewalk work. Along the northwest side of Main Street, existing power lines are close enough to the street in certain areas that they could limit the ability to construct a sidewalk without close coordination with utilities that would add project cost and complexity. Additionally, several segments of asphalt and concrete sidewalk are already present along the southeastern side of the road, minimizing the amount of work needed to provide a continuous path of travel on this side. However, replacing or improving these existing sidewalks is recommended as a longer term goal to improve accessibility and unify the character of the streetscape along Main Street.

It should be noted that additional design work should be based on a topographic survey that identifies wetland boundaries and exact location of existing utilities, sewer, water, and stormwater drainage features. Further work should include a review of existing and needed structured drainage. An existing catch basin exists just east of Pound Street. Additional vertical curbing as proposed herein along the street side of a new sidewalk may warrant additional structured drainage to manage stormwater retained on the street by this curbing.

This plan also identifies areas where due to existing topography and vegetation along Main Street, the most logical place for accessible sidewalks is within private commercial properties adjacent to the public right of way. These would serve commercial purposes and provide a vital link for pedestrians between sidewalk sections in the Main Street R.O.W. Similarly, the Town should consider working with these property owners to develop accessible pedestrian connections through properties such as the Shaw's Plaza to surrounding neighborhoods.

Materials and Details: This plan illustrates two types of sidewalk configurations: a 5' width cast-in-place concrete sidewalk with vertical granite curb to the southwest and a 5' asphalt sidewalk with a 2' grass strip and vertical granite or bituminous curbing to the northeast where new sidewalks link existing asphalt sidewalks to remain. Concrete will have a greater cost than asphalt but will require less frequent maintenance or repair. Either material could be used along Main Street. If asphalt is to be used as the predominant material, the Town should anticipate providing accessible concrete curb ramps and tactile warning strips at pedestrian crossings.

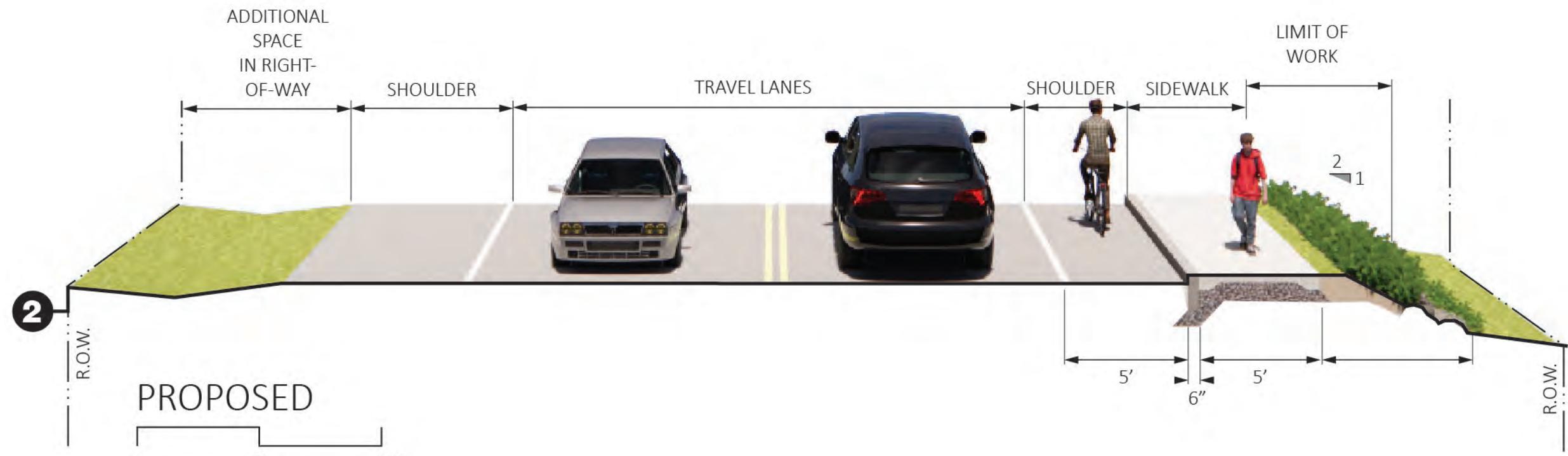
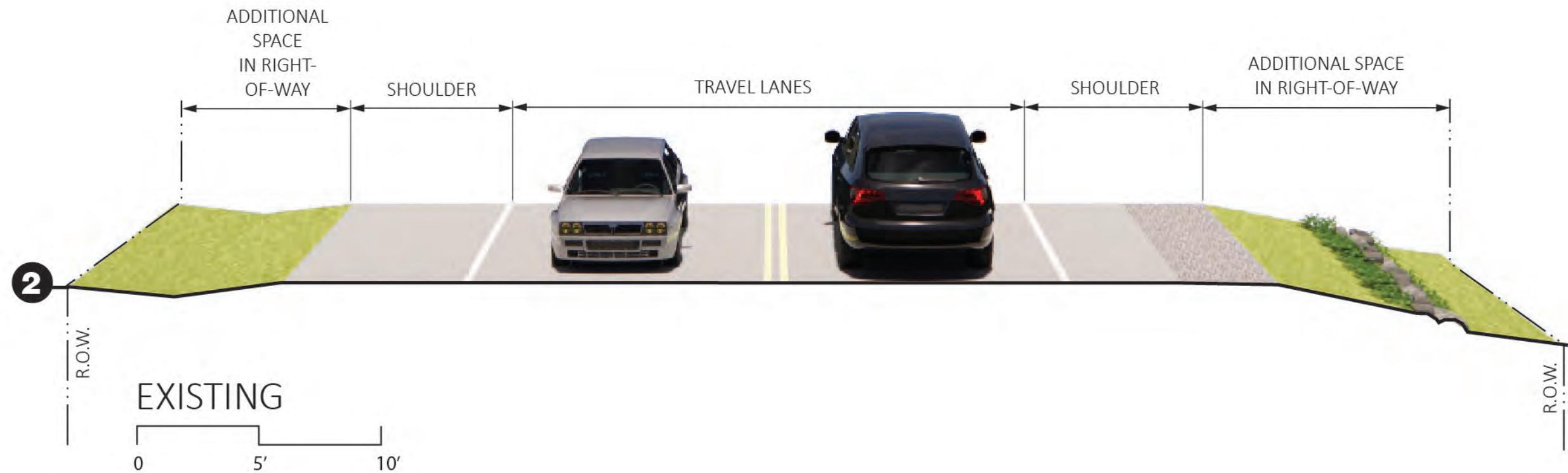


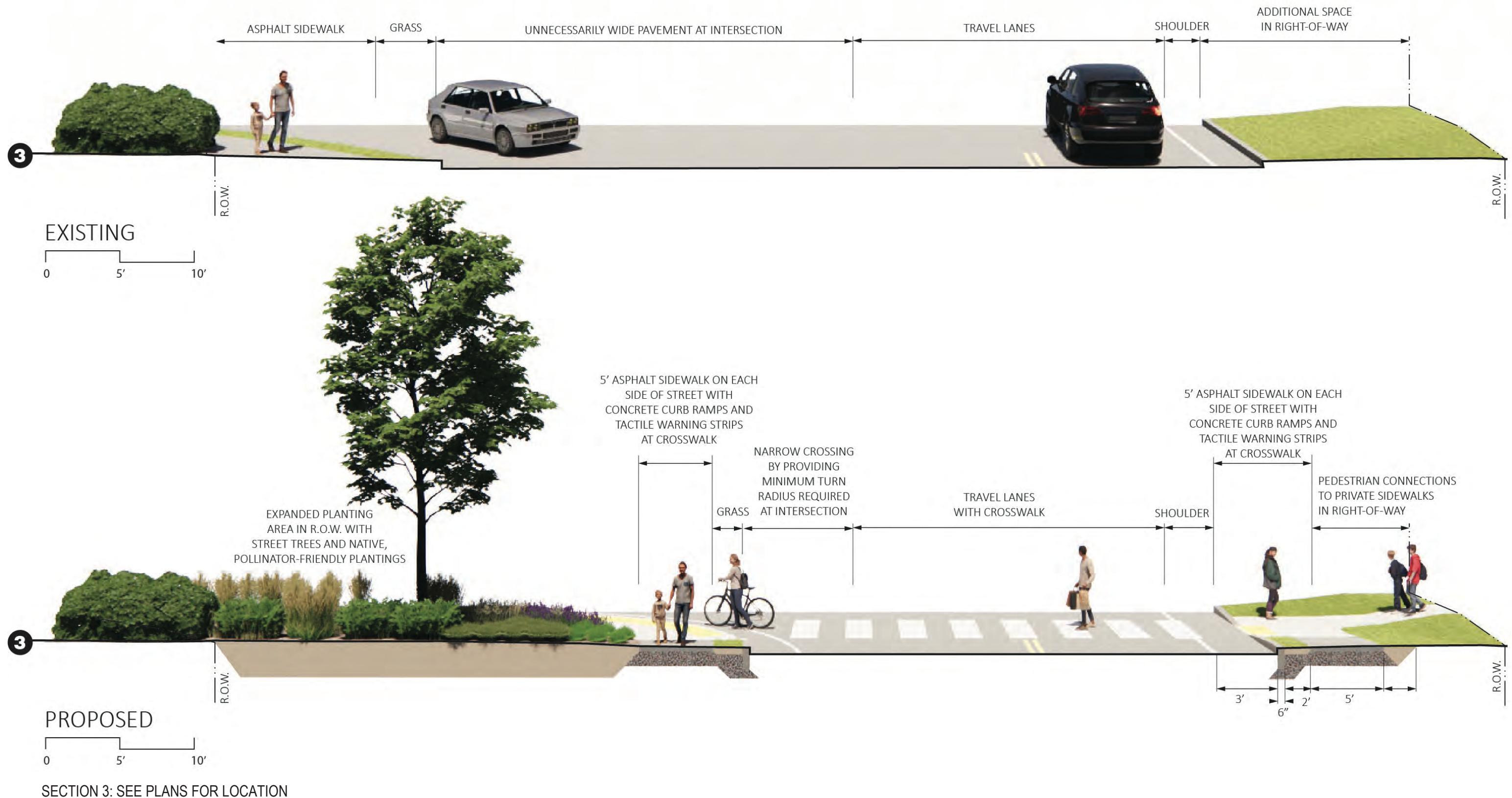


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SCHEMATIC SIDEWALK SECTIONS
MEDFIELD, MA

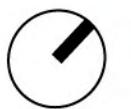






SHEET 1 of 10

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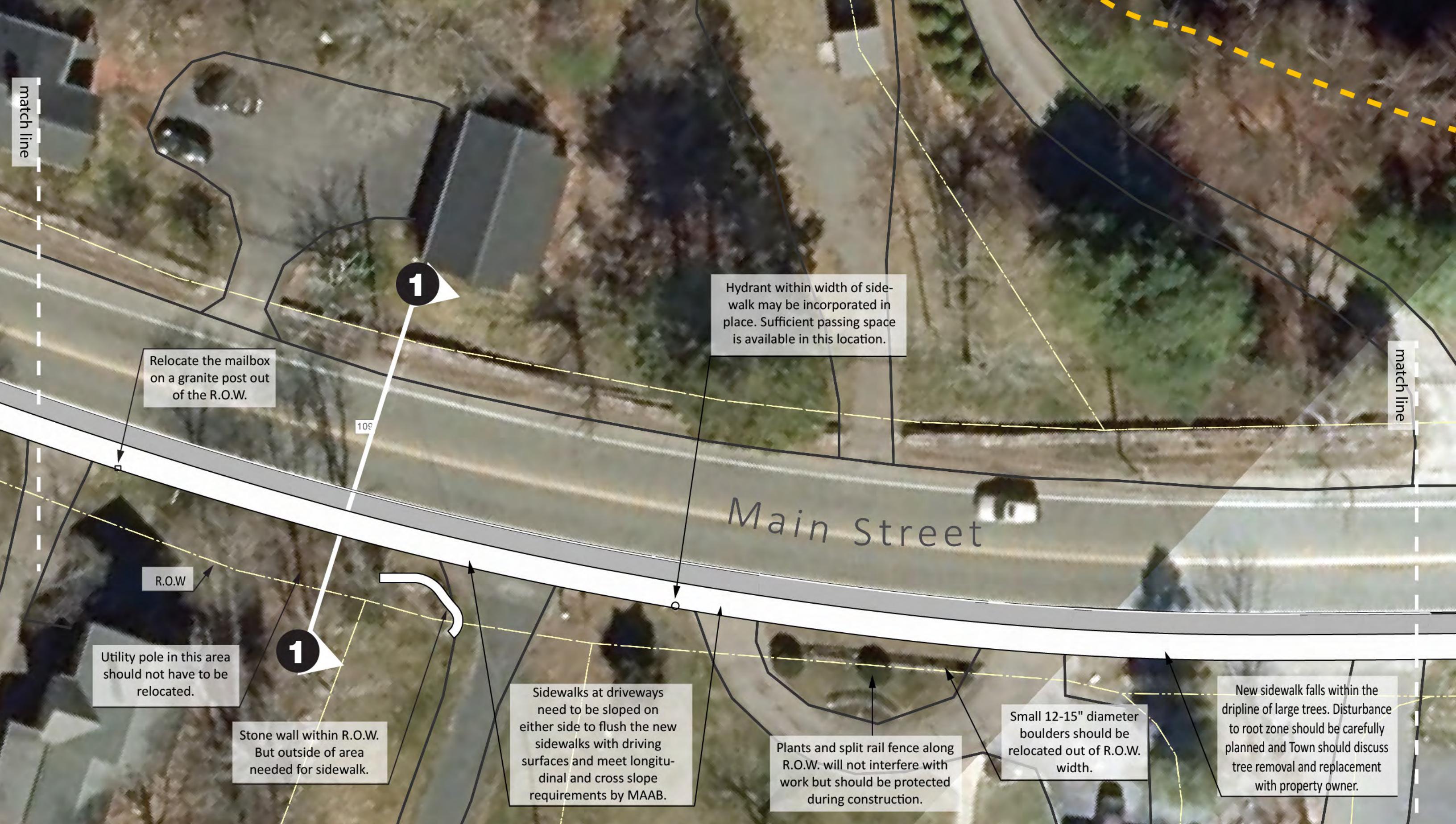


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SCHEMATIC SIDEWALK PLANS

MEDFIELD, MA



SHEET 2 of 10

0 20' 40'



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SCHEMATIC SIDEWALK PLANS
MEDFIELD, MA



SHEET 3 of 10

0 20' 40'



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SCHEMATIC SIDEWALK PLANS

MEDFIELD, MA



SHEET 4 of 10

0 20' 40'



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SHEET 5 of 10

0 20' 40'



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SHEET 6 of 10

0 20' 40'

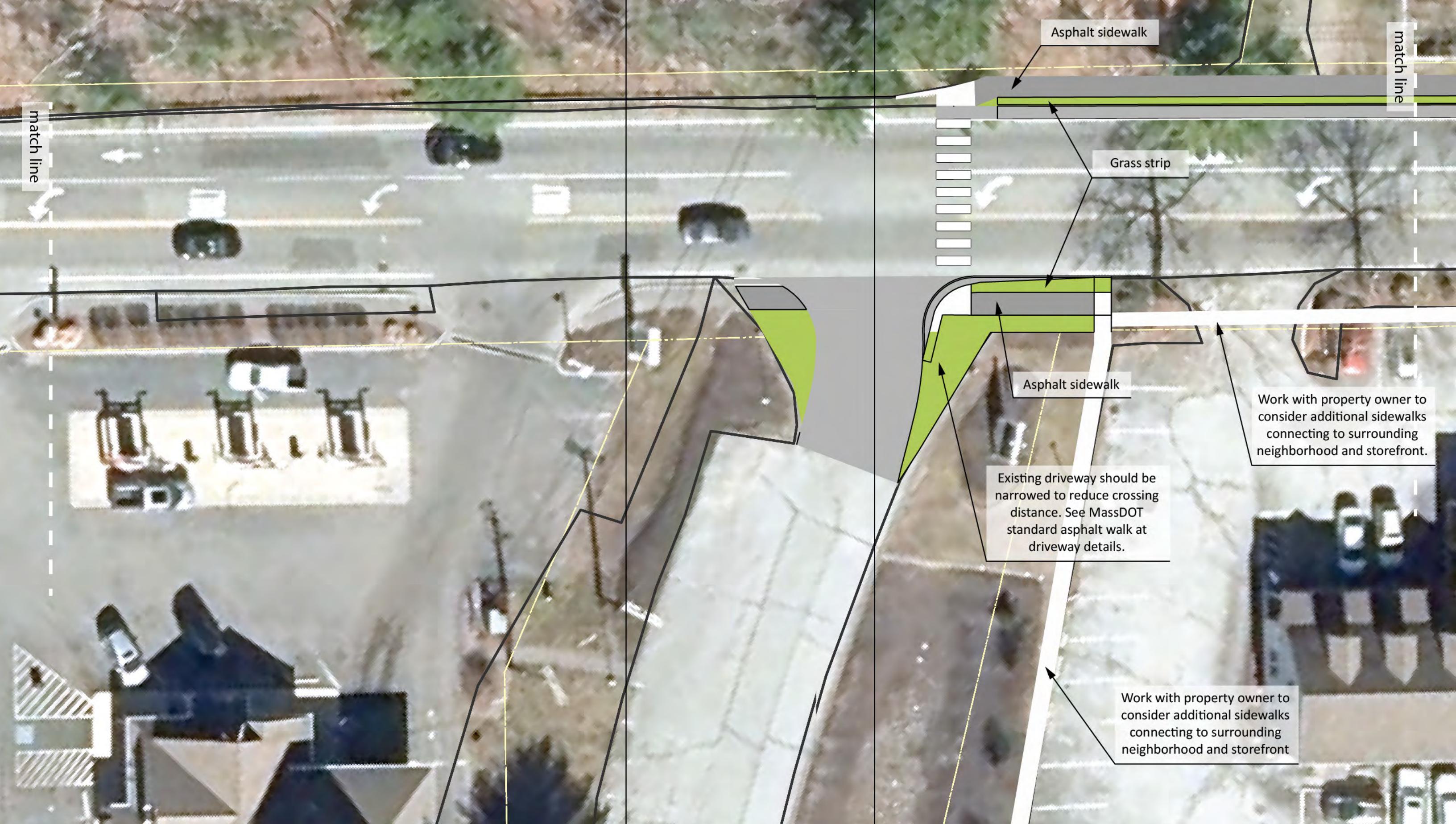


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SCHEMATIC SIDEWALK PLANS

MEDFIELD, MA



SHEET 7 of 10

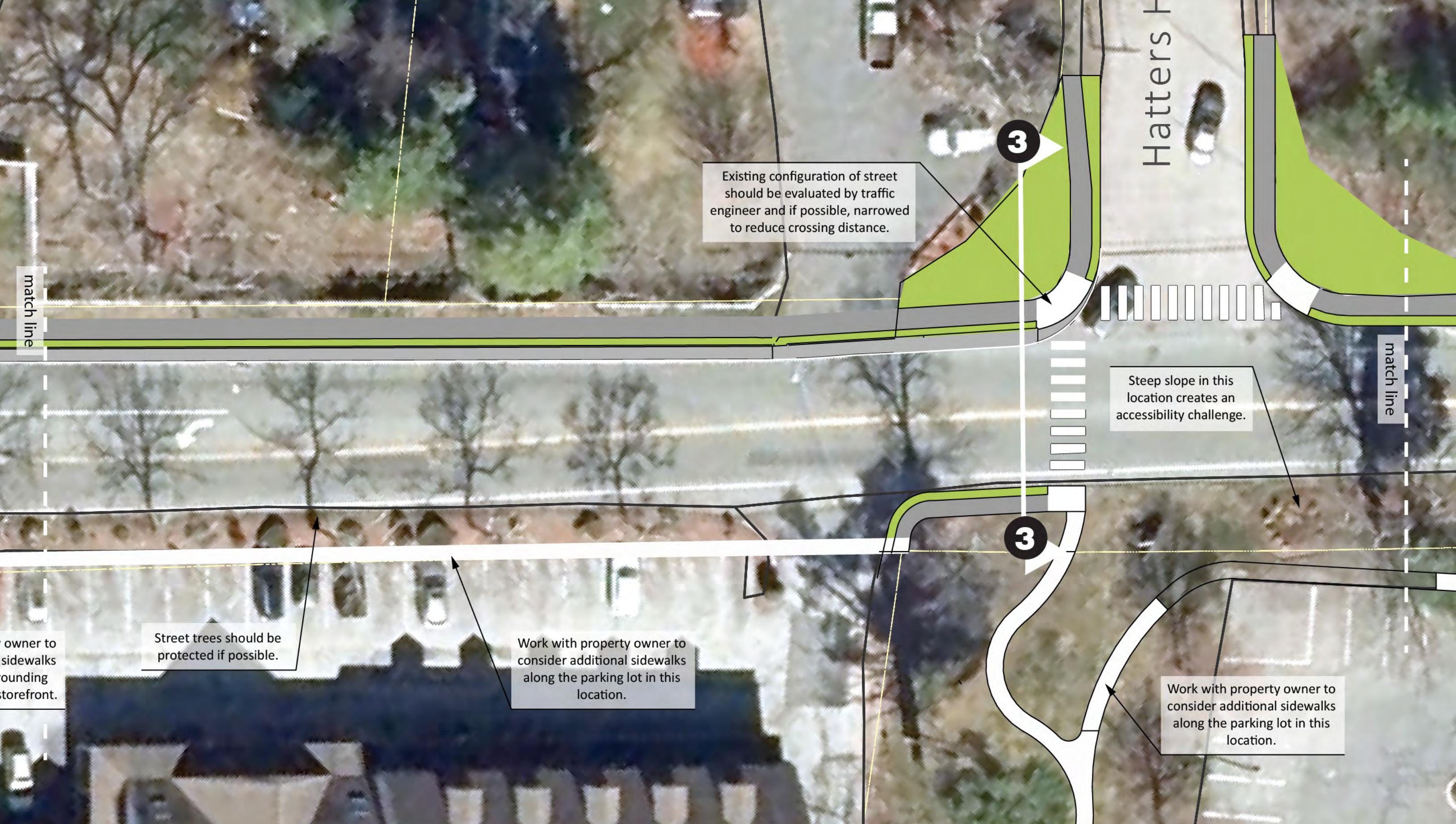
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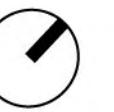
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SCHEMATIC SIDEWALK PLANS
MEDFIELD, MA



SHEET 8 of 10

0 20' 40'



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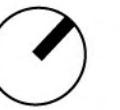
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SCHEMATIC SIDEWALK PLANS
MEDFIELD, MA



SHEET 9 of 10

0 20' 40'



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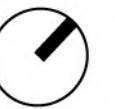
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SCHEMATIC SIDEWALK PLANS
MEDFIELD, MA



SHEET 10 of 10

0 20' 40'



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SCHEMATIC SIDEWALK PLANS
MEDFIELD, MA



MEDFIELD

COMMUNITY BRANDING & WAYFINDING PROJECT

FINAL REPORT JUNE 2022

Prepared by Favermann Design

Prepared for the Department of Housing
and Community Development (DHCD)

MASSACHUSETTS
DOWNTOWN
INITIATIVE

 dhcd
Massachusetts

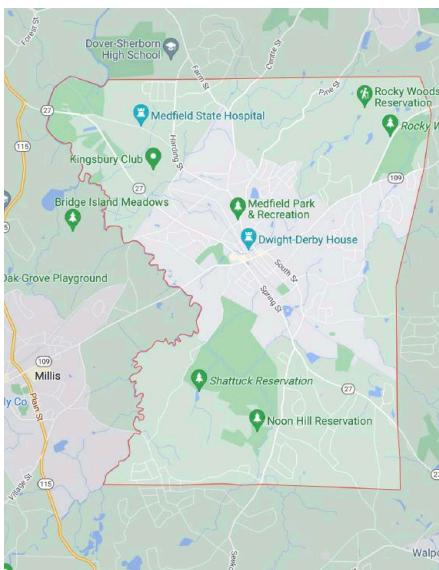


Dwight-Derby House built c.1651

BACKGROUND AND HISTORY

Located about 17 miles southwest of the City of Boston, the comfortable suburb of the Town of Medfield (Pop. 12,800) is a 40-minute drive to Boston's financial district. The Charles River borders almost one-third of the town. It serves primarily as a bedroom community but has some distinct industries and attractions including the Medfield Clock Company, historic homes, fine recreational water areas, and the soon to be redeveloped former Medfield State Hospital grounds. Medfield has a tradition of community dedication to preserving history and sustaining natural and recreational resources.

The area that Medfield now occupies was, at the time of the Pilgrims, Neponset tribal land. It was "sold" by the Neponset leader Chickatabot to early colonial settler William Pynchon in the late 1620s. Chickatabot to William Pynchon in the late 1620s. The Town of Dedham was the first English settlement in the area.



Map of Medfield

Also part of the region, Medfield (New Dedham) was first settled in 1649, principally by people who relocated from the former town. The first 13 house lots were laid out on June 19, 1650. Medfield became the 43rd town in Massachusetts in 1651. The town school was established in 1655.

During King Philip's War 32 houses, two mills, many barns and other buildings or about half the town was destroyed by Native Americans in 1675. One house, known as the Peak House, was burnt during the war but was rebuilt shortly thereafter near downtown Medfield.

At the start of the Revolutionary War in 1774, the town sponsored 25 Minutemen to fight in the battles of Lexington and Concord. Although they did not arrive in time to fight, they were part of the one hundred and fifty-four men who fought in the Continental Army. The impressive ratio of soldiers was one



View of Downtown Medfield

for every five of the town's population. By 1787 a new oath was required of the town officers to renounce loyalty to the king and to instead swear allegiance to the Commonwealth of Massachusetts.

By 1800, the population of the town was 745. The manufacture of straw bonnets first began during that year. The manufacture of ladies' hats was the principal industry of Medfield until 1954. Mansions for the factory owners and management were built near the factory on North Street while seasonal workers lived in boarding houses throughout the town. During

the busy season, as many as 1,000 individuals were employed at the straw hat shop.

In 1806, the Hartford and Dedham Turnpike was established. Stagecoaches stopped at Clark's Tavern, next door to the Peak House. The stage route through Medfield was known as the Middle Post Road, however the Upper Post Road through Sudbury was preferred by travelers because it provided better taverns. For a period after the discontinuance of the stagecoaches in the early decades of the 19th Century, Medfield had no public transportation until the first passenger train of the New York and Boston Railroad came to town. By 1870 Medfield became an important rail junction. Its freight depot to the Framingham/Mansfield branch of the New York, New Haven, and Hartford Railroad was strategic. At the end of the 19th Century, steam and electric railways terminated in front of the Town House.

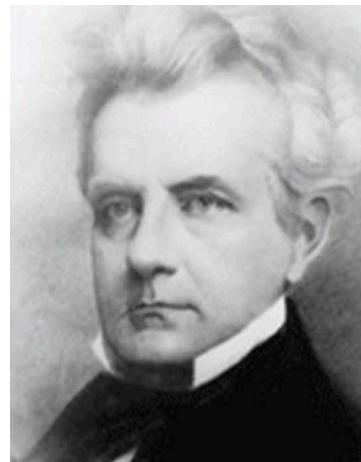
Committed abolitionists were the majority of the town's population prior to the Civil War. Eighty-two men served in the army and navy and fifteen men gave their lives for the preservation of the Union during the Civil War.

The Town of Medfield remained a rural village for the entire 19th Century. However, with the 1896 establishment of the "asylum" --Medfield State Hospital, the population of the town doubled to over 3,000 by the end of the century. Half of the town's population were patients at the hospital, which provided employment for over 600 residents of Medfield and from surrounding towns.

In 1901 (the 250th Anniversary of the town's founding), Medfield remained a lovely village with green fields, lush meadows, and winding rivers. It was a typical New England Town consisting of 335 dwellings, churches, shops and public building. Education had the highest share of the town budget. Those continuing their schooling after ninth grade graduated from Dedham or Walpole high schools until the new Medfield high school graduated its first class of eight in 1908.

Many famous athletes, politicians, educators, and artists that either were born, grew up in or lived in Medfield. Two in particular standout. Lowell Mason (January 8, 1792 – August 11, 1872) was an American music director composer and banker who was a leading figure in 19th-century American church music. He composed over 1600 hymn tunes--many of which are often sung today. His best-known work includes an arrangement of Joy to the World and the tune Bethany which sets the hymn text of Nearer, My God, to Thee. Mason also set music to Mary Had A Little Lamb. He is largely credited with introducing music into American public schools and is considered the first important U.S. music educator.

Another creative citizen was painter George Inness (1825-1894). Inness moved from New York City to Medfield in 1860. Considered by art historians to be one of the most influential American artists of the nineteenth century, Inness himself was influenced by the Old Masters, the Hudson River School and the Barbizon School. Over a prolific 40-year



Lowell Mason



Medfield Natural Area

career, his work consistently earned accolades for powerful depth of mood, atmosphere, and emotion. Inness was a transitional figure between realism and Impressionism. He stated that he wanted his art to portray the “reality of the unseen” and to connect the “visible with the invisible.” His paintings are in

the collections of at the Museum of Fine Arts, The Metropolitan Museum of Art, The Brooklyn Museum and scores of others.

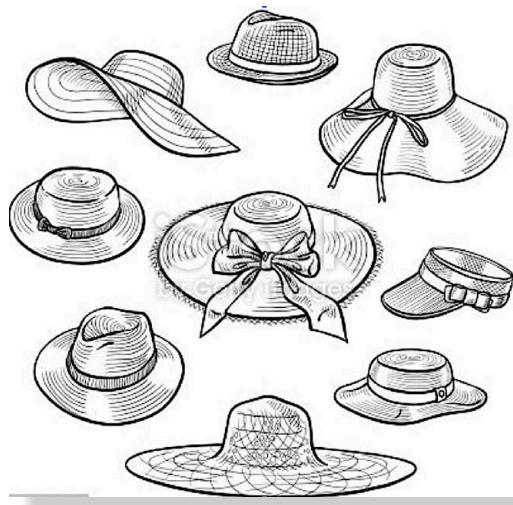
Citizens of the Town of Medfield encouraged the voting rights of women decades before the 19th Amendment to the Constitution in 1920. In 1900 seven women paid a poll tax and qualified to vote. As early as 1881 women voted for the school committee. Women were permitted to serve as elected officers by 1916, and first found seats on the school committee, as overseers of the poor, and as trustees of the public library. When the Massachusetts Constitution was amended to conform to the federal law, 48 of the 381 votes cast were by Medfield women residents.



Medfield Clock

In 1900 the importance of farming was reflected in the records of personal property taxes which were levied on 431 cows, 64 other cattle, 31 swine, 1,637 fowl, and 256 horses. Associated trades and small industry, such as three sawmills, and slaughterhouses, a tannery and two cider mills, were flourishing in the town. A wire factory, a straw shop, a hat shop, and a steam packing mill also existed. The finely crafted wagons and carriages manufactured by J.H. Baker were known worldwide for their quality.

The hat industry was an important aspect of Medfield’s industrial history from 1851 until 1956. It was, in fact, Medfield’s most important industry, that, in its height, developed into the second largest straw and felt hat factory in the United States. At its peak in the early 1900s, the factory employed more than 1,200 people, larger than the population of the town at that time.



[Hats](#)

men to make straw hats in the old Unitarian parsonage across the street from the First Parish Church on North Street. By 1865, 3,000 cases of hats were being shipped annually and an addition was built to the old parsonage, which doubled the shop's capacity. After Janes' death, brothers-in-laws Haskell Searle and Granville Dailey of New York City joined Curtis. In 1876, their shop in the old parsonage burned to the ground. It was at this point that Curtis built the current building that still stands today along North Street and Janes Avenue. Under the ownership of Curtis and later Searle and Dailey, the hat factory was known as the Excelsior Straw Works.

Workers were predominantly young girls from small communities in Maine and Canada, and the Edwin V. Mitchell Company would turn out over two and one half million hats a year from the Medfield plant. After Curtis' death in 1885, Searle and Dailey brought in Edwin Mitchell. He became an owner, and he would go on to become the most powerful and important person in Medfield's history. Eventually taking it over, the Edwin V. Mitchell Company would turn out over two and one half million hats a year from the Medfield plant. After Mitchell died in 1917, the family-owned business continued as a success until it was economically devastated by the Great Depression.

In 1930, it was sold to Julius Tofias & Brother of Boston. By the 1950s, the workers began to demand to be unionized. Against unionized workers, he threatened to close the entire factory rather than accept a union. The workers went ahead and voted to form a union. Tofias then closed the factory on June 8, 1956. The plant was later converted into the Medfield Industrial Park. It housed Corning Medical and then Bayer Diagnostics before being sold to the Montrose School. The closing of the hat factory by Julius Tofias brought to an end 215 years of hat-making in Medfield and an end to Medfield's largest industry.

As the 20th Century progressed, buses and automobiles began to replace steam and electric trains. The town sold its electric company in 1906 to the Boston Electric Illuminating Company. In 1921, the town took over the operation of the Medfield Water Company. In 1924, the town established a

The history of the manufacturing of straw bonnets in Medfield began in 1801. Johnson Mason and George Ellis started what would become the leading manufacturing of the town in their tavern and store on North Street. In the beginning, the straw was braided by families, a few local women were hired to sew the braid into bonnets and some bonnets were completed at home. Only the finishing and packing were done at the shop.

By the 1830s, Warren Chenery began to manufacture straw bonnets. He constantly grew his business and did so well that in 1857, he constructed a three-story high factory. Chenery later sold the factory to Jeremiah B. Hale. In 1879, the three-story hat factory burned to the ground and was never rebuilt.

In 1851, Walter Janes began employing about 30 women



[Medfield Library](#)



Vintage Mural

Planning Board to prevent haphazard growth. That same year the Peak House was restored, and Baker's Pond was purchased from the carriage manufacturers.

A major industrial contributor to Medfield continues to be the Electric Time Company. It has been in continuous operation since the early 1900s when it was first located in Boston. Incorporated in the state of Massachusetts in 1928, the Electric Time Company has developed into a firm that has over 10,000 tower clocks and street clocks installations located on every continent. In 1986, the company moved permanently to Medfield with full engineering, designing and manufacturing facilities.

Traditionally, citizens of Medfield have taken recreational resources, open space and conservation very seriously. Over the years, public and private contributions have been made to institutin and sustaining shared open spaces and natural areas. Other more formal attempts to conserve green areas came with the establishment of the Conservation Commission in 1962. In 1964, a Master Plan was undertaken to plan for projected growth. To maintain Medfield as a desirable, residential suburb, new subdivisions are developed in a controlled manner. Industrially zoned land has been strategically limited to clean light industry.

Medfield passed a historic district bylaw and created the John Metcalf Historic District during the 1989 annual town meeting. This first historic district included four houses on west Main Street and the oldest portion of Vine Lake Cemetery. The district was enlarged to include a total of sixteen historic buildings in 1996. The second historic district, established in 1994, included 33 buildings at the Medfield State Hospital and the historic landscape surrounding the buildings. A third district, the

Clark-Kingsbury Farm Historic District on Spring Street, was approved at the 1997 Town Meeting. This provides protection to the unique grouping of the 18th century farmhouse, outbuildings, and pond with grist mill.

The voters of Medfield have committed themselves to several significant downtown projects. In 1996 the town went forward with plans to completely renovate the Town Hall, to construct a major addition to the library and to assist the historical society in its efforts to preserve and restore the Dwight Derby House. The Town Hall renovations, library additions and a new post office were all completed in 1998.



Grist Mill

One of the oldest buildings in Massachusetts, the Peak House was built in 1651 by Benjamin Clark, was burned during King Philip's War on February 21, 1676, and was rebuilt ca. 1677–1680. The current Peak House, however, was built in 1711 as an expansion to the rebuilt house. It was moved to its current location in 1762. It is one of the earliest surviving examples of post-medieval English (Elizabethan) architecture in the United States. Some of the original panes of imported English glass in the windows can still be seen. The building was listed on the National Register of Historic Places in 1975. Significantly, it has the highest pitched roof on record in Massachusetts for a Colonial American house.

In 1924, the Peak House was deeded to the Medfield Historical Society by its then-owners, Mr. and Mrs. Frederick Mason Smith. This was followed by a down-to-the-frame restoration. The house has served both as a dwelling and an historical site, as well as an artist's studio and workshop.

Set on a half-acre lot and overlooking Meeting House Pond, like the Peak House, the Dwight-Derby House is a First Period house as well. The earliest, southwest portion of the house was built in 1697, and an addition was built in 1713. The town bought the house in 1996. Through generous donations and grants, it was appropriately restored following structural and exterior major repairs, and it was listed on the National Register of Historic Places in 2002.

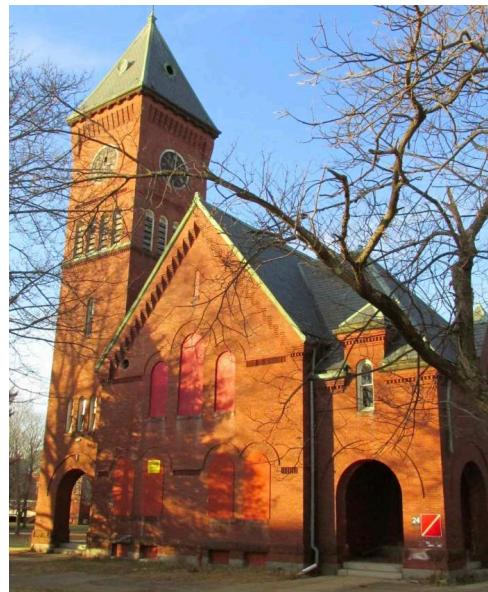


The Peak House

Another historical and geographical Town of Medfield component is the former Medfield State Hospital. It opened in 1896 and originally operated on 685 acres of pasture. At its peak in 1952, it housed 1,500 patients. By 2001, it was down to about 300 acres and employed 450 people (including four psychologists) to care for a maximum of 147 patients. No longer cost-effective, the Commonwealth of Massachusetts closed it on April 3, 2003. The beautiful campus and buildings will be redeveloped in the next few years.

Underscoring the notion of Medfield's civic commitment to both history and recreation, Straw Hat Park was dedicated in July 2016. Initially, it was referred to as the "pocket park" between the Starbucks and Zebras on North Street. But thanks to Jean Mineo and a hard-working committee, a positive vote at town meeting, support from town residents, town officials and town departments, it became Medfield's newest park, known as "Straw Hat Park." This was because of a strategic democratic move allowing the naming of the park by the town citizens. Due to its proximity near what was the old hat factory was, the overwhelming vote was in favor of "Straw Hat Park."

Over the years, with prompting and recommendations by Master Plans, the 2021 LRRP Program, elected and appointed town officials and various town committees, it became a focus of the Town of Medfield to apply for a competitive Massachusetts Downtown Initiative grant for Branding and Wayfinding design consulting services. Medfield was awarded this grant for the 2022 interval. With all this in mind, Medfield's Town Planner and Wayfinding Advisory Committee worked with consultants Favermann Design to create and develop a civic brand that captured the essence of the town and could be strategically applied to wayfinding and signage.



Medfield State Hospital



Evening At Medfield, Massachusetts by George Inness at the Metropolitan Museum of Art

THE PROCESS

To develop the program ideas, creative concepts and initial feedback, it was necessary for a sounding board in the form of a Wayfinding Advisory Committee. The core of the committee was the Town of Medfield's Planning Board. Added to this were interested residents and business operators. The Wayfinding Advisory Committee was comprised of the following individuals:

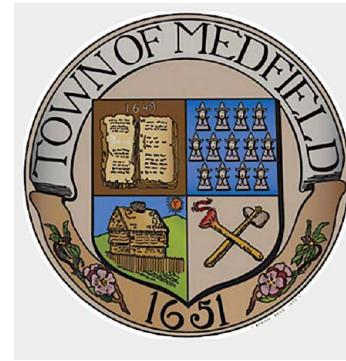
Seth Meehan - Planning Board	Jean Mineo - Resident
Paul McKechnie - Planning Board	Laurel Scotti - Resident
James Brand - Planning Board	Jay Duncan - Resident
Sarah Lemke - Planning Board	Matt McCormick - Resident
Teresa James - Planning Board	Matt Triest - Resident
Black McDermott - Planning Board Associate	Osler Peterson - Board of Selectmen Representative
Jamie Sullivan - Planning Board Associate	Sarah Raposa, AICP - Town Planner

With examples from Massachusetts, New England, the US and internationally, the process began by the consultant sharing a presentation about all types of community branding. At the next meeting, a presentation of case studies of other town and cities' branding and wayfinding efforts were shared and discussed. After significant or unique images of the Town of Medfield were requested by the consultant from the committee members, the third meeting was a word and phrase-association workshop referred to as an Ideation Exercise. This involved all members of the committee describing Medfield in various ways and answering questions about present and future aspirations for the town. The word pictures and essence evoking allowed for a focus on Medfield's sense of place. Examples of this process can be seen below:

MEDFIELD IDEATION EXERCISE

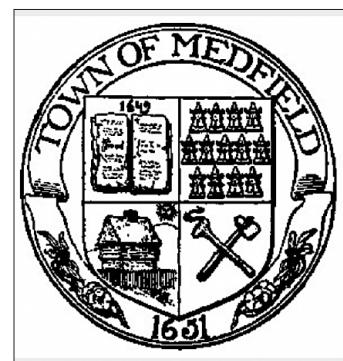
How would you describe Medfield in 2 words?

Small town	Proud citizens
Family friendly	Engaged community
People first	Generous spirit
Shop local	Town pride
Open space	Train tracks
Human scale	Walking trail
Gathering place	Conservation land
Natural resources	Charles River
Historical building	Wedding Hill
Walkable downtown	State hospital
Storied past	Future oriented, future/forward momentum



Exercise #3: How would you describe Medfield with 3 or more words or a phrase?

- 300 years of progress
- Good place to raise a family
- A place to live
- Pride of place
- Quality of life
- There's only one Medfield
- A beautiful place full of beautiful people
- A strong generational community
- People purpose pride
- Creative & compassionate people
- Embracing the past, embracing the future
- A place of conservation and preservation and progressive place
- Keeping time with change



Exercise #4: What color or colors do you associate with Medfield?

- Blue (river and ponds)
- Green (open spaces)
- Red (brick buildings)

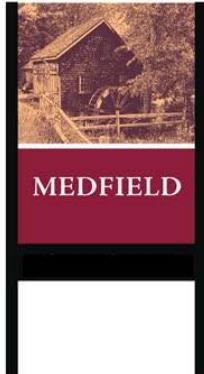
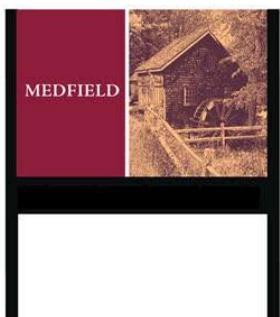
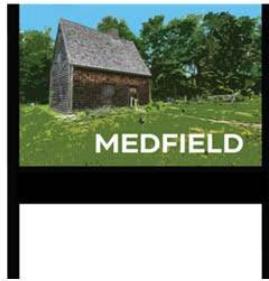
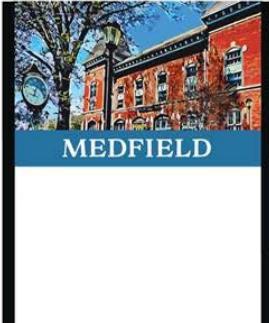
Exercise #6: What does Medfield Aspire to? List Future Perfect goals?

- Diversity
- Interesting buildings in downtown (Prentiss Place)
- Better retail mix (retail on 1st floor, offices on 2nd/3rd)
- Be more green/sustainable
- Recreational (Hinckley Playground, Straw Hat Park)
- Upgrade Meeting House Pond area/Baker's Pond
- Sidewalks (brick sidewalk with granite curving)
- Better neighborhood connections
- Downtown aesthetics/vibrant
- Street Festivals or celebrations (Medfield Day, Christmas Stroll, Beer Garden, Memo Concert Series)

From these word pictures and phrases, the consultants created a number of design options for review by the committee and eventually the extended community. The designs included color options as well as size and perspective alternatives. The potential designs included images of the Medfield Town House, a Clock, a Metronome, an Iris, image of a Natural Area, image of the Peak House and an image including flowers, a clock and Town House. After review, the image options were reduced by the committee to five concepts. These were then shared by Medfield's Town Planner Sarah Raposa. Using a tool to assess consensus, Medfield's Town Planner distributed a survey to over 500 residents and businesses to consider design options.



Gazebo

IMAGE #1 – Grist Mill**IMAGE #2 – Peak House****IMAGE #3 – Town House****IMAGE #4 – Nature**

MEDFIELD BRANDING QUESTIONNAIRE

As we prepare for the upcoming Special Town Meeting regarding the reuse of Medfield State Hospital (a week from today), I hope you don't mind taking a few minutes for this fun poll... Choosing an image for our community branding and wayfinding project!

Earlier this year, the Planning Board began working with design consultant Mark Favermann of Favermann Design to explore community branding and wayfinding options. The Board partnered with a smaller 'working group' of residents as they endeavored to come up with a suitable "logo" that the Town can use on new signage and banners in the Downtown area. Grant funding was provided by the Massachusetts Downtown Initiative. The Working Group has shortlisted the designs to the following four images (designs are larger in the survey):

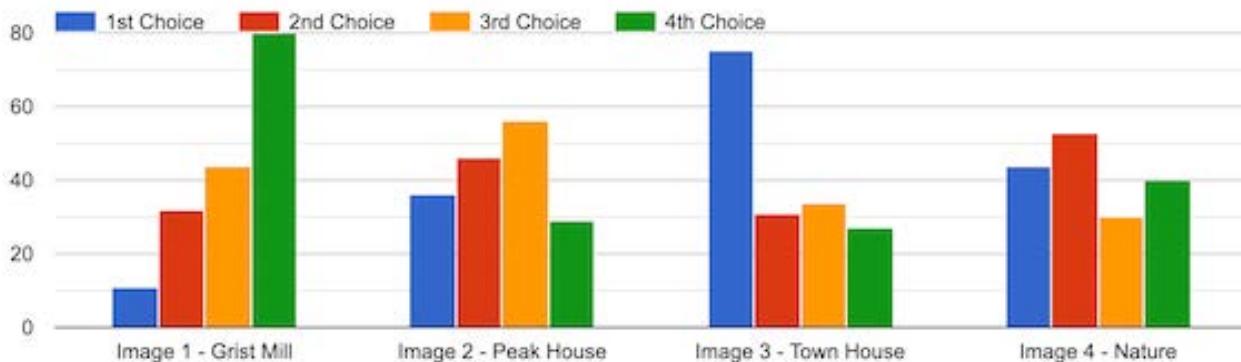
Please Rank your Choices: <https://forms.gle/nSD1q4pFdqj1VCyh7>

An excerpt on Wayfinding from the 2021 Local Rapid Recovery Plan:

Wayfinding signage can help visitors efficiently navigate an area and can increase visibility of lesser known businesses and amenities, helping to attract new customers. The goal of the Town's wayfinding program is to provide consistent and attractive information to assist the public in navigating the Town and to improve the overall downtown experience for all visitors.

Main Street struggle to attract customers due to limited visibility of their storefronts.

The purpose of this project is to create visual cohesiveness and a sense of place for the downtown area and to allow visitors to more easily navigate the district in order to access parking, businesses and civic resources. A successful wayfinding system, providing directional signs, on-street communication and clear Town branding would improve the downtown experience for visitors and improve access to and visibility of secondary attractions.



Rank Image - #1 FIRST PLACE [Image 3 - Town House]	347
Rank Image #2 SECOND PLACE [Image 4 - Nature]	401
Rank Image #3 THIRD PLACE [Image 2 - Peak House]	412
Rank Image #4 FOURTH PLACE [Image 1 - Grist Mill]	527

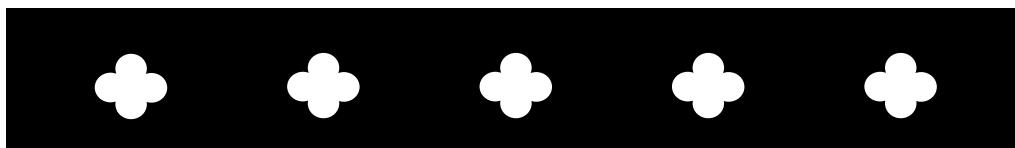
In the recently conducted survey of downtown businesses, many tenants indicated a concern about the lack of street parking in downtown, as well as a need for public beautification enhancements. A comprehensive wayfinding system would serve to direct visitors to public parking and other downtown amenities while also implementing physical improvements in the way of signage and banners to promote Medfield and create a sense of place.

Medfield has a relatively compact and walkable downtown with a variety of restaurants, goods and services. However, businesses and municipal officials have found it challenging to draw people to spend time downtown due to a perceived lack of public parking and some traffic intersections that pedestrians find unsafe to cross, especially during peak traffic hours. A public parking lot is available opposite Town Hall on Janes Avenue, but without clear signage directing visitors to this lot, it tends to be underused. In addition, some businesses off Main Street struggle to attract customers due to limited visibility of their storefronts.

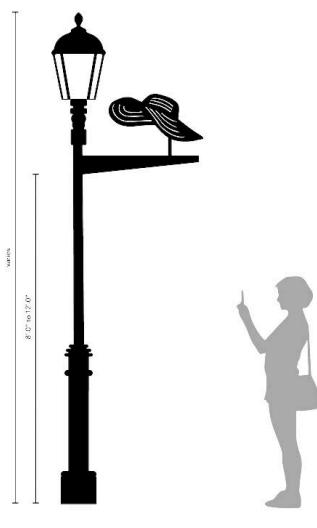
The purpose of this project is to create visual cohesiveness and a sense of place for the downtown area and to allow visitors to more easily navigate the district in order to access parking, businesses and civic resources. A successful wayfinding system, providing directional signs, on-street communication and clear Town branding would improve the downtown experience for visitors and improve access to and visibility of secondary attractions.

The graphic flower symbol from the Town House will be on the lower bar along with "Keeping Time With Change" as the slogan.

Taking the Advisory Committee's recommendations, approval of the branding and wayfinding program will be voted on by The Town of Medfield Select Board in the fall of 2022.

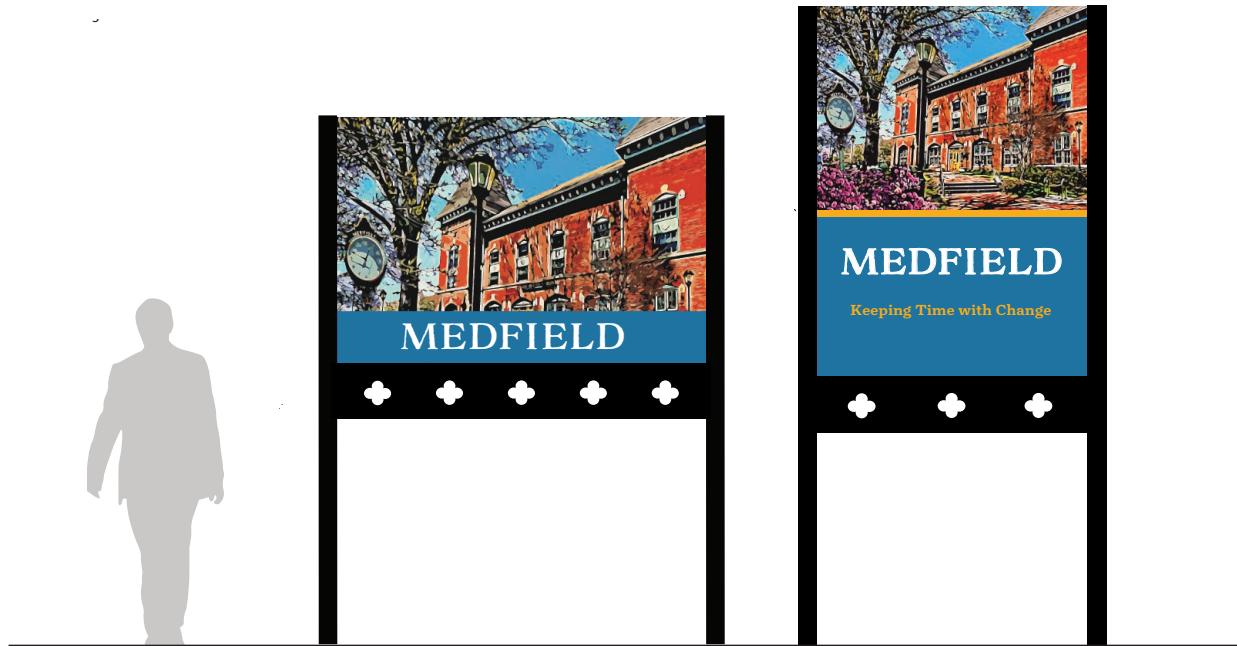


Lower Sign Band



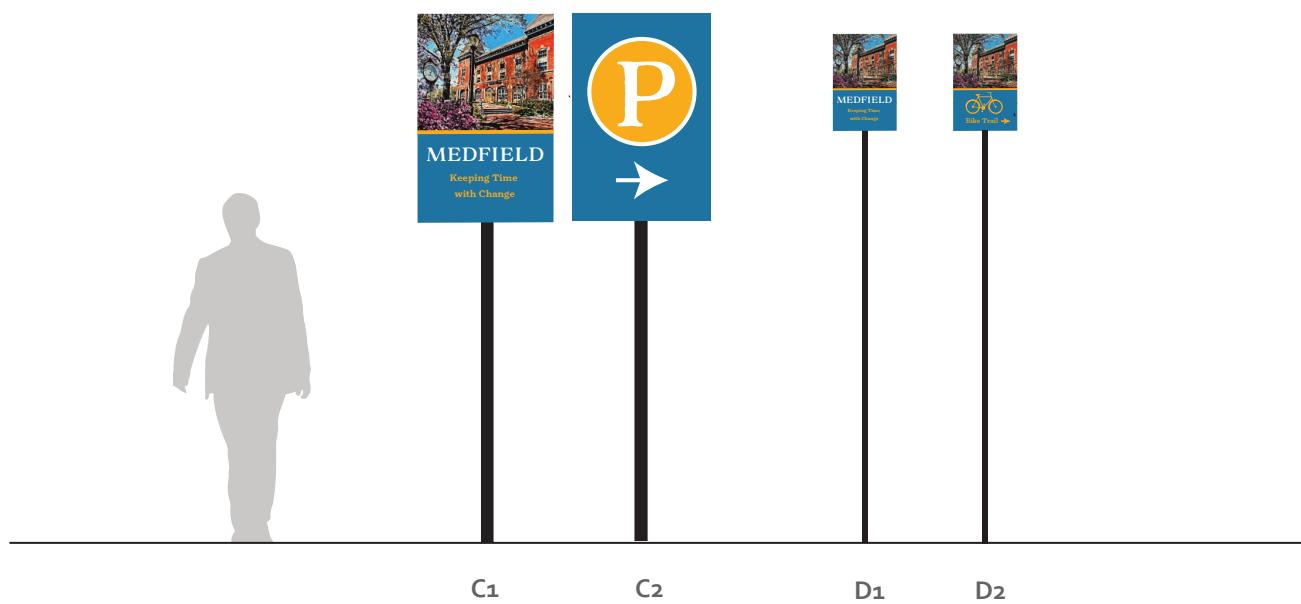
MEDFIELD

FAMILY OF ELEMENTS



A

B



C1

C2

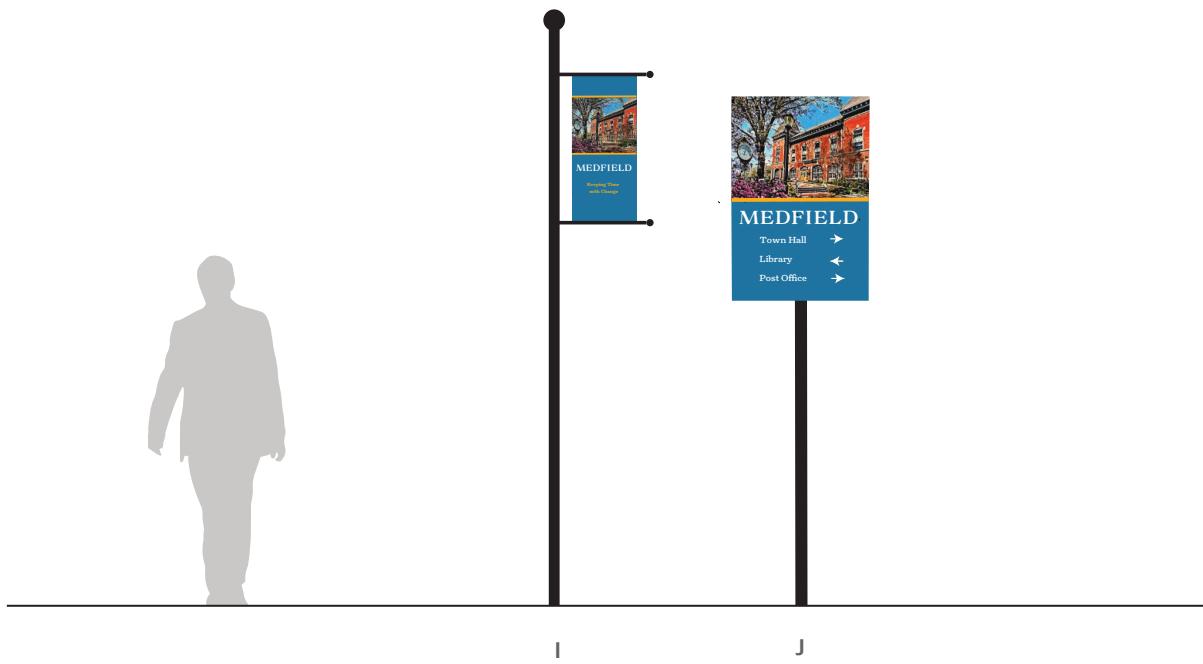
D1

D2



E

F

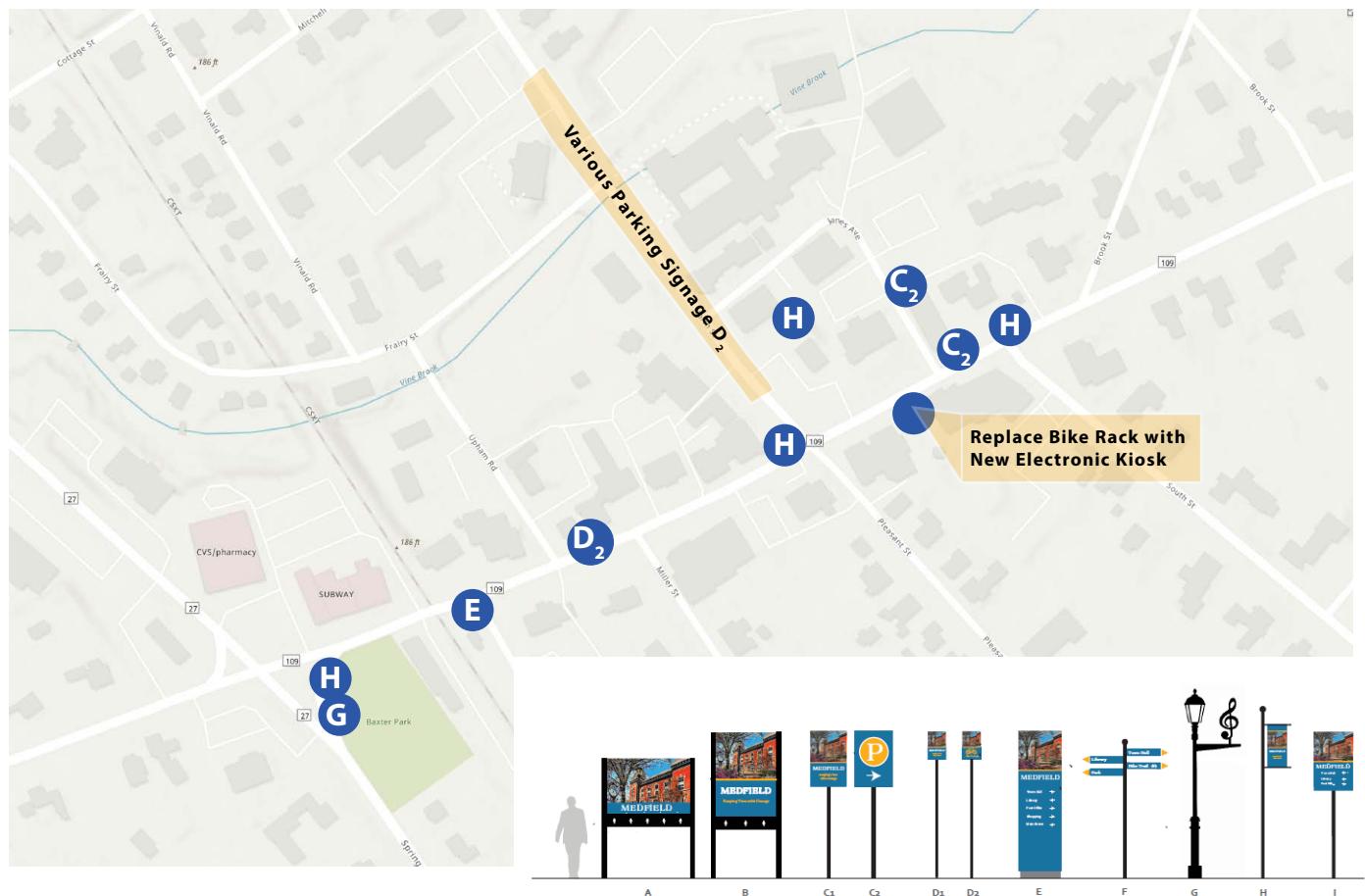


I

J

WAYFINDING LOCATIONS

Medfield Downtown Wayfinding Locations



Favermann Design | June 2022
MEDFIELD, MA | Sign Elements and Wayfinding Locations



MEDFIELD

Sign Elements and
Wayfinding Specifications
September 2022

Prepared by
FAVERMANN DESIGN



THE TOWN OF MEDFIELD

Signage & Wayfinding Specifications

INTRODUCTION

The following pages describe and illustrate types and specific details for the fabrication of individual sign and wayfinding elements to be used in the Town of Medfield, MA. Fabricators can use each page to set up the layout of each sign or wayfinding element to fabricate it for installation. Signs and other elements such as Artwings and banners are limited to wayfinding elements and parking signs. Each is distinctive to the character of the Town of Medfield.

Working in conjunction with the Town Planner, the wayfinding component system was developed over a series of months.

Any questions should be directed to:

Sarah Raposa, AICP

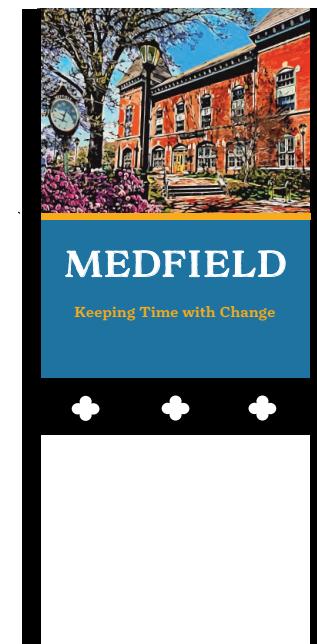
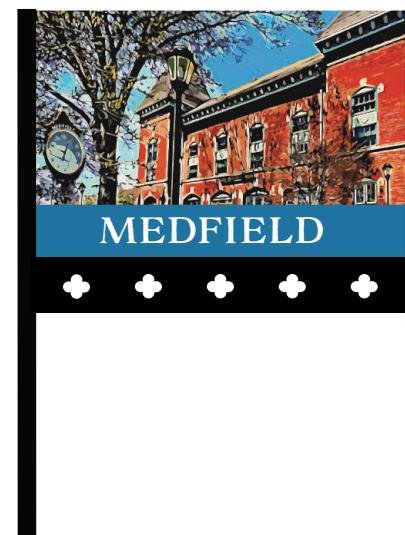
Town Planner

459 Main Street

Medfield, MA 02052

(508) 906-3027

sraposa@medfield.net



SPECIFICATIONS

FONTS

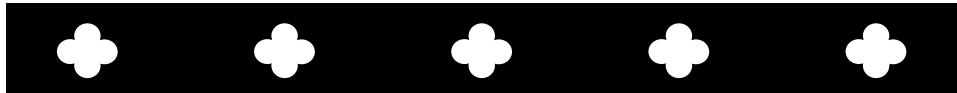
Primary Font: Adorn Serif, all caps

**A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z
1 2 3 4 5 6 7 8 9 1 0**

Secondary Font: Turnip Medium, upper and lowercase

**AaBbCcDdEeFfGgHhIiJjKkLlMmNn
OoPpQqRrSsTtUuVvWwXxYyZz
12345678910**

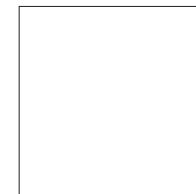
BAND



COLORS



Black



White



Gold
(Pantone 143C)
C- 0
M- 35
Y- 67
K- 2



Teal Blue
(Pantone 3015C)
C- 100
M- 31
Y- 0
K- 41

FAMILY OF ELEMENTS



A

ENTRANCE

GRAPHICS

Dimensions: 60" x 30"

Material: Aluminum panel 2mm thick (or per suggestion of fabricator)

Print: Full color print on adhesive vinyl

Anti-graffiti coating

Colors: White, Teal Blue (Pantone 3015C), Gold (Pantone 143C)

Font: Adorn Serif, all caps

STRUCTURE

Posts: 3" square posts metal or pressure-treated wood, capped

Powder coated: Pantone Black C

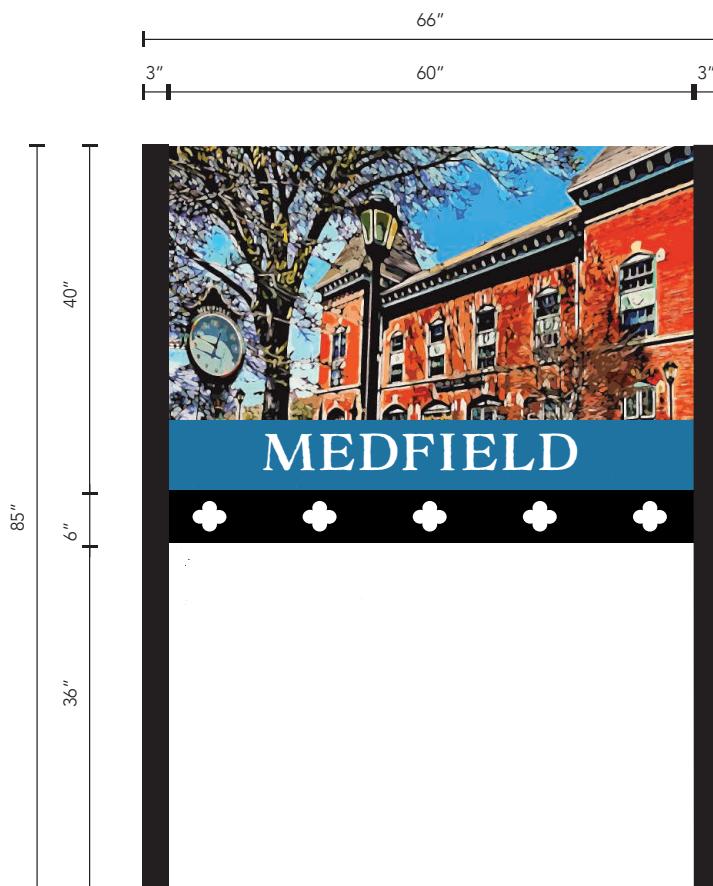
Paint applied to all sides; must have 15+ year guarantee

Sign fabricator must coordinate with installer for mounting and orientation details

Must verify overall dimensions and orientation in the field

Vendor will make recommendations to affix panel to posts

Footings to be recommended by installer





GRAPHICS

Dimensions: 40" x 60"

Material: Aluminum panel 2mm thick (or per suggestion of fabricator)

Print: Full color print on adhesive vinyl

Anti-graffiti coating

Colors: White, Teal Blue (Pantone 3015C), Gold (Pantone 143C)

Font: Adorn Serif, all caps

Secondary Font: Turnip Medium, upper and lower case

STRUCTURE

Posts: 3" square posts metal or pressure-treated wood, capped

Powder coated: Pantone Black C

Paint applied to all sides; must have 15+ year guarantee

Sign fabricator must coordinate with installer for mounting and orientation details

Must verify overall dimensions and orientation in the field

Vendor will make recommendations to affix panel to posts

Footing to be recommended by installer





POST & PANEL

GRAPHICS

Dimensions: 24" x 36"

Material: Aluminum panel 2mm thick (or per suggestion of fabricator)

Print: Full color print on adhesive vinyl

Anti-graffiti coating

Colors: White, Red (Pantone 201C), Blue (Pantone 292C)

Font: Adorn Serif, all caps

STRUCTURE

Posts: 2" square posts metal or pressure-treated wood, capped

Powder coated: Pantone Black C

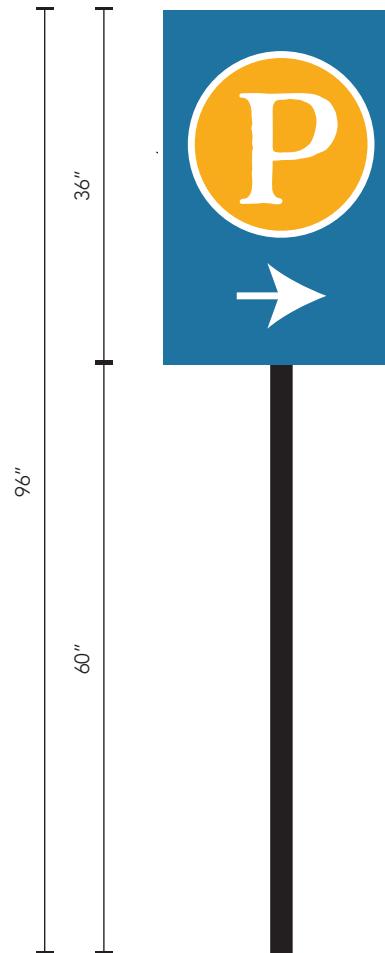
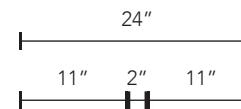
Paint applied to all sides; must have 15+ year guarantee

Sign fabricator must coordinate with installer for mounting and orientation details

Must verify overall dimensions and orientation in the field

Vendor will make recommendations to affix panel to posts

Footing to be recommended by installer





TRAIL MARKER

GRAPHICS

Dimensions: 12" x 18"

Material: Aluminum panel 2mm thick (or per suggestion of fabricator)

Print: Full color print on adhesive vinyl

Anti-graffiti coating

Colors: White, Red (Pantone 201C), Tan (Pantone 7403C)

Font: Turnip Medium, upper and lower case

STRUCTURE

Posts: 2" square posts metal or pressure-treated wood, capped

Powder coated: Pantone Black C

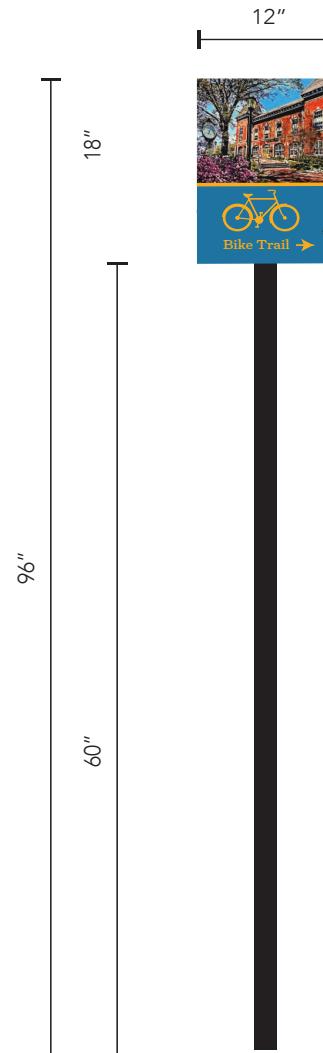
Paint applied to all sides; must have 15+ year guarantee

Sign fabricator must coordinate with installer for mounting and orientation details

Must verify overall dimensions and orientation in the field

Vendor will make recommendations to affix panel to posts

Footing to be recommended by installer





GRAPHICS

Dimensions: 30" x 92"

Material: Aluminum panel 2mm thick (or per suggestion of fabricator)

Print: Full color print on adhesive vinyl

Anti-graffiti coating

Colors: White, Teal Blue (Pantone 3015C), Gold (Pantone 143C)

Font: Adorn Serif, all caps

Secondary Font: Turnip Medium, upper and lower case

STRUCTURE

Width: minimum 2"; maximum 6"

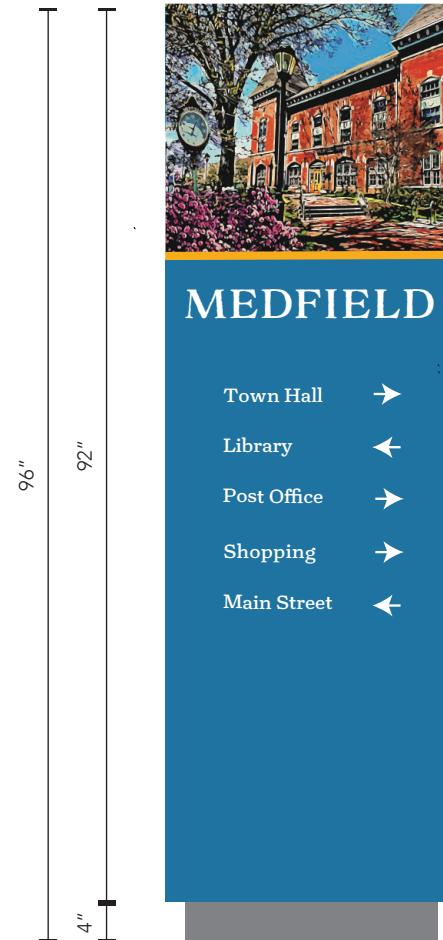
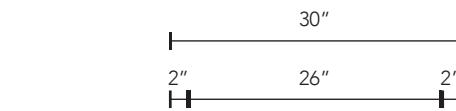
Paint applied to all sides; must have 15+ year guarantee

Sign fabricator must coordinate with installer for mounting and orientation details

Must verify overall dimensions and orientation in the field

Vendor to recommend internal construction

Footing to be recommended by installer





POLE & ARROW

GRAPHICS

Dimensions: 28.5" x 4.5"

Material: Aluminum panel 2mm thick (or per suggestion of fabricator)

Print: Full color print on adhesive vinyl

Anti-graffiti coating

Colors: White, Red (Pantone 201C), Tan (Pantone 7403C)

Secondary Font: Turnip Medium, upper and lower case

STRUCTURE

Posts: 3" square posts metal or pressure-treated wood, capped

Powder coated: Pantone Black C

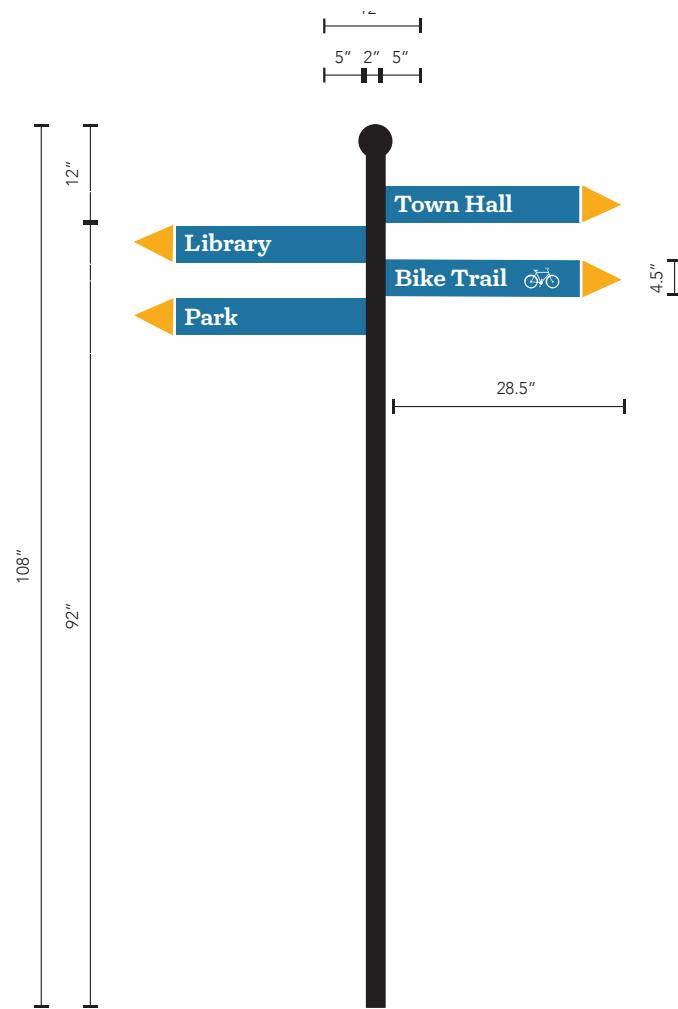
Paint applied to all sides; must have 15+ year guarantee

Sign fabricator must coordinate with installer for mounting and orientation details

Must verify overall dimensions and orientation in the field

Vendor will make recommendations to affix panel to posts

Footing to be re ended by installer





GRAPHIC

Dimensions: 18" x 18"

Material: Galvanized Steel 12 gauge (or per suggestion of fabricator)

Color: Black

STRUCTURE

Dimensions: 30" x 5.5" (tapered to 2")

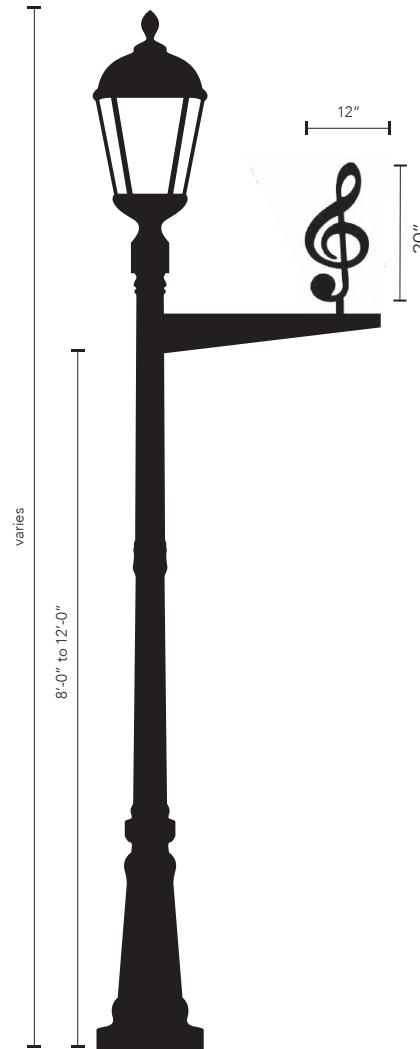
Color: Powder coated: Pantone Black C

Paint applied to all sides; must have 15+ year guarantee

Sign fabricator must coordinate with installer for mounting and orientation details

Must verify overall dimensions and orientation in the field

Vendor will make recommendations to affix art wing to posts





GRAPHIC

Dimensions: 18.5" x 40"

Material: Banners are made from vinyl that allows multicolored image printing

Print: Full color print on vinyl

Colors: White, Teal Blue (Pantone 3015C), Gold (Pantone 143C)

Font: Adorn Serif, all caps

Secondary Font: Turnip Medium, upper and lower case

STRUCTURE

Dimensions: 20" x 60" (vertical does not change)

Color: Brackets and rods are painted black or silver color of aluminum

Pole mounting hardware displays a 30"w vinyl banner

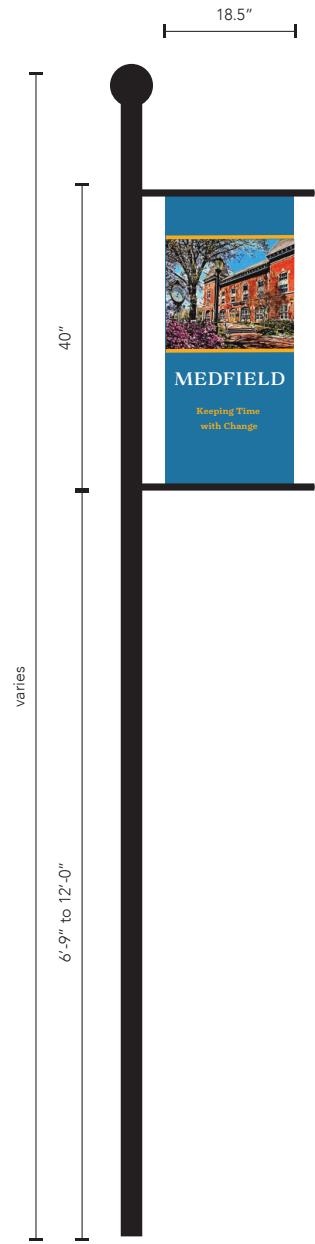
Pole mounting hardware generally comes with (2) banner rods,
(2) brackets, (6) bandings, (2) pins, (2) zip ties, & installation instructions

Rods are usually 1/2" to 3/4" in diameter

Stainless steel bands are 40" long so they will fit any post up
to 12-3/4" in diameter

Pole mounting hardware is rust resistant with cast aluminum construction

Banners are made with a 2" sleeve at either end to fit the banner rods



DIRECTORY

GRAPHIC

Dimensions: 30" x 45"

Material: Aluminum panel 2mm thick (or per suggestion of fabricator)

Print: Full color print on adhesive vinyl

Anti-graffiti coating

Colors: White, Teal Blue (Pantone 3015C), Gold (Pantone 143C)

Font: Adorn Serif, all caps

Secondary Font: Turnip Medium, upper and lower case

STRUCTURE

Posts: 2" square posts metal or pressure-treated wood, capped

Powder coated: Pantone Black C

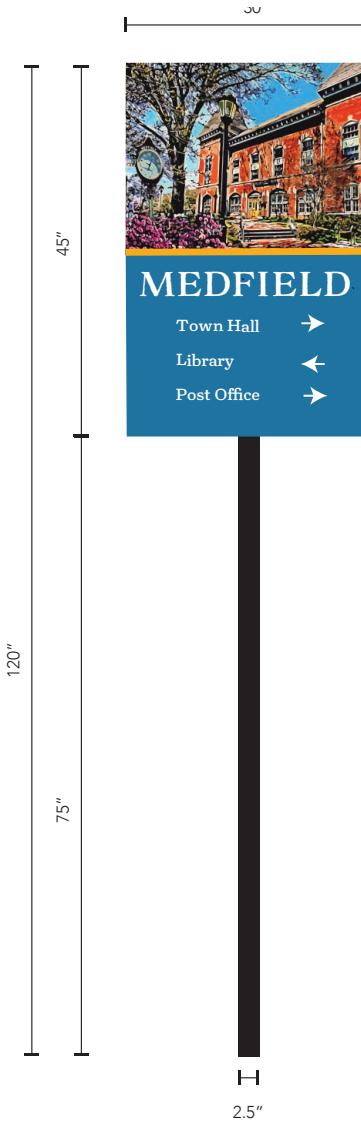
Paint applied to all sides; must have 15+ year guarantee

Sign fabricator must coordinate with installer for mounting and orientation details

Must verify overall dimensions and orientation in the field

Vendor will make recommendations to affix panel to posts

Footing to be recommended by installer





Signarama Walpole
458 HIGH PLAIN ST
WALPOLE, MA 02081
(508) 660-1231

www.signarama-walpole.com

ESTIMATE
EST-53466

Payment Terms: Payment Due on Receipt

Created Date: 10/5/2022

DESCRIPTION: Pole Banners

Bill To: Town of Medfield
459 Main St.
Medfield, MA 02052
US

Requested By: Sarah Raposa

Email: sraposa@medfield.net

Tax ID: 046-001-216

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	BANNER 18oz: Double Side Pole Banner. 18.5x40	8	\$150.00	\$1,200.00
2	HARDWARE:Banner Mounting Kit. 24" Includes 2 Cast aluminum pole bracket, 4 Stainless Steel Straps, 2 Fiberglass Crossbar, 2 Vinyl End Cap, 2 Nylon Zip Tie, 2 Steel Clevis Pin and 2 Split Key Ring	8	\$222.00	\$1,776.00

- Prices quoted are valid for 10 days from date of estimate
- Includes basic art work set up and color proof. Any additional design time will be charged by the hour.
- This estimate is based upon information provided at the time of initial discussion.
- Signarama is not responsible for any cosmetic or structural modifications or repairs required as well as any unforeseen installation situations or asphalt, concrete, ledge or frozen ground excavation which requires additional equipment and/or time. These situations may result in additional costs to the customer. Install assumes loose dirt/grass installation.
- Installation cost based on all signs installed at the same time, single visit
- Electrical services/connections should be performed by a licensed electrician and are not included as part of this estimate.
- Customer responsible for all required approvals and/or required permits unless otherwise noted.
- Town meeting, zoning board meetings or design review committee meetings that require Signarama's attendance will result in additional charges.

Subtotal:	\$2,976.00
Taxes:	\$0.00
Grand Total:	\$2,976.00

PAYMENT TERMS

Unless pre-approved for net terms,
- 100% prepayment is due on orders under \$250.
- 50% deposit is due on orders over \$250

The balance will be due upon delivery and/or installation unless other terms have been agreed to in writing. Signarama retains the right to all artwork and designs until paid in full. All signs remain the property of Signarama until final payment is cleared.

CANCELLATION OF ORDERS

Your sign is designed and fabricated to your unique and custom specifications; therefore, cancellations are not permitted.

THE CUSTOMER IS SOLELY RESPONSIBLE FOR PROOFREADING.

Signarama does not assume any responsibility for the correctness of copy. Therefore, the Customer must review and sign or electronically approve a proof prior to commencement of the order. By approving the proof, the Customer approves of its content and releases Signarama to commence the production work. The Customer is solely responsible for the content of the proof once it has been approved.

COLLECTION PROCEDURES

Invoices are considered delinquent thirty (30) days from the date that the order is completed. A late charge of \$25.00, plus interest accruing at the rate of 1.5% per annum, or the maximum rate allowable by law can be assessed on past due invoices at the sole discretion of the Vendor. Customer shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees.

LOST OR SUBSTANTIALLY FORGOTTEN WORK

If Customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and Signarama will not be responsible for further loss. Customer will be billed and is responsible for payment for work that has been completed.

Signature: _____

Date: _____

email : Sales@signarama-walpole.com



**AGREEMENT FOR CONSULTING SERVICES
RE: GROUP HOME CONSULTANT SERVICES
MEDFIELD AFFORDABLE HOUSING TRUST**

AGREEMENT made this ____ day of October 2022, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and Autism Housing Pathways, Inc., 22 Willowdale Road, Winchester, MA 01890 (hereinafter: "Consultant").

WHEREAS the Medfield Housing Production Plan ("HPP") dated February 2022 defines numerous strategies that the Medfield Affordable Housing Trust Board ("MAHT") will strive to achieve over the 5-year period of the HPP (FY 2022-2026), the strategy that is the subject of this engagement is to assist the MAHT in determining an approach it may take to support the creation of supportive special needs congregate housing (sometimes called "group homes") for adults with intellectual and developmental disabilities ("IDD") which the Town may do with local funding and technical support, and to consider possible public/private partnerships to foster creating such housing in Medfield.

THEREFORE, Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide services consisting of the following:

1. Develop, distribute and conduct a survey using a distribution list compiled after seeking input from community groups including the Medfield Inclusion Project, Medfield Council on Aging, Medfield Special Education Parent Advisory Council, Medfield Outreach, Medfield Housing Authority among other such organizations in order to characterize the population to be served, including:
 - a. Number of IDD adults and their current residential location in Medfield and surrounding towns;
 - b. Support needs of those adults;
 - c. Housing for those adults desired by their families; and
 - d. Capacity for financial contributions from families of IDD adults;
2. Based upon the above survey results compiled and analyzed by Consultant, conduct up to 3 focus groups (which may be done virtually) to discuss housing model options available to the target population, with each model defining the level of public/private support needed by the residents;
3. Summarize follow-up survey results for validation with each subgroup in order to gauge support and commitment for each model;
4. Compile and analyze survey results from each subgroup and in total, and present findings, results and recommendations to the Medfield Affordable Housing Trust Board with an emphasis on the operational and financial requirements of each housing model including service providers who have the capacity and training to operate each model;

5. as well as all services necessary or incidental thereto.
2. **Fee for Services** – Consultant's total fee for services shall be Three Thousand Dollars (\$3,000, not to exceed 30 hours) for the Tasks outlined above. Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing the same.
3. **Timing of Services** - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to a mutually agreed upon schedule, but no later than three months from the date of execution by Town.
4. **Payment for Services** - Consultant shall periodically bill Town for services which Town has agreed to pay on an hourly basis and Town shall pay Consultant within thirty (30) days.
5. **Consultant's Personnel** - The Consultant has no employees and does not anticipate engaging any consultants, and only may do so with prior written approval of Town.
6. **Consultant's Standard of Care** - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consulting firms.
7. **Town's Ownership Rights in Consultant-Prepared Documents** - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.
8. **Arbitration Only if Mutually Agreed-Upon** - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
9. **Termination**
 - a. **For Cause** - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against

or (ii) if (a) Consultant 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 Consultant 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 Consultant'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 Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant 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, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.

10. **Notice** - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Catherine Boyle, Autism Housing Pathways, Inc., 22 Willowdale Road, Winchester, MA 01890 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Selectmen, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

11. **Independent Contractor** - The Consultant 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.

a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.

10. ~~b. (2)(B)~~ **b.** The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.

11. ~~c. (2)(B)~~ **c.** The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.

14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period.

The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

16. No Third Party Beneficiaries - This contract is only enforceable by the parties hereto and

is not intended for the benefit of, nor enforceable by, any parties other than the signatories of this contract.

**Town of Medfield, by its
Board of Selectmen**

Consultant:
Autism Housing Pathways,
Inc. by:

Catherine Boyle

President

Name _____

Title

Chris Bokle

Approved as to form:

Mark G. Cerel, Medfield Town Counsel

This is to certify that the Town of Medfield has appropriated Three Thousand Dollars (\$3,000) for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

Andrew Foster, Town Accountant



Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009
conservationcommission@medfield.net · (508) 906-3028

October 5, 2022

HAND DELIVERY

Kristine Trierweiler
Town Administrator
Town House
259 Main Street
Medfield, MA 02052

RE: 250 North Street (Norfolk Hunt Club), Medfield, MA 02052

Dear Ms Trierweiler:

I am enclosing documents pertaining to a project proposed by the Norfolk Hunt Club on land owned by the Wardner Farm Trust and by the Town of Medfield. The applicant (Mr. Michael Taylor on behalf of the Norfolk Hunt Club (NHC)) submitted a Request for Determination of Applicability (RDA) seeking authorization to do work at the project site under the permitting requirements associated with an RDA (as opposed to a Notice of Intent). There are resources protected by the Wetlands Protection Act associated with the project.

The applicant's project proposes work that involves property that is not owned by the applicant and, in a small section, is owned by the town. Because the project involves land not owned by the applicant, the RDA permitting process requires the applicant to send a copy of the RDA and supporting documents to the property owners impacted by the proposed project. The RDA and supporting documents are supposed to be sent to property owners at the same time the RDA is submitted to the Conservation Commission. NHC reportedly did deliver documents to the Conservation Commission Office, but, at this point in time, it is not clear to Conservation that these documents reached your office. Conservation has authorized the work to proceed under a Negative Determination of Applicability, but this permitting process does not presume to permit the applicant to use the town land for any purpose. It is up to the town department/board in custody/control of the land to decide whether to allow the project to proceed. If the project can proceed, then Conservation has permitted that work under a Negative Determination of Applicability.

The documents that the applicant was required to submit with the RDA are enclosed for your review. A copy of the Negative Determination issued by the Commission is enclosed for your review. A copy of this transmittal letter and enclosures have been delivered to the applicant who is working closely with Conservation to take next steps in the permitting process.

Please advise if you have any questions.

Sincerely,



Deborah J. Bero
Chair, Medfield Conservation Commission

Enc

Cc: S. Raposa (Medfield Land Use Office)
R. Hartzel (Interim ConComm Agent)
M. Taylor (NHC)

AUGUST 4, 2022
HEARING DOCUMENTS



July 22, 2022
Medfield Conservation Commission
Town Hall
459 Main Street
Medfield, Massachusetts 02052

Re: Request for Determination of Applicability
Mill Brook Trail Crossings
Norfolk Hunt
Medfield, MA

Dear Commission Members,

The Norfolk Hunt Club hereby submits a Request for Determination of Applicability (RDA) for restoration of three resource area crossings along an existing trail that connects from its property at 250 North Street to the Medfield Rail Trail. The Subject Site is approximately 160 feet long, crossing the Mill Brook. The three crossings are approximately 1,300 feet southerly from Farm Street, see locus map below, Image 1. The existing trail contains one complete footbridge at the Mill Brook, and two significantly compromised boardwalks at two intermittent stream crossings.

Portions of the Subject Site are within the jurisdiction of the Massachusetts Wetlands Protection Act and the Article IX Medfield Wetlands Bylaw and applicable Regulations due to the presence of regulated wetland resource areas located proximate to portions of the Subject Site as noted on the project Existing Conditions Plan, Sheet 1. (**Attachment 2**).

Resource areas include Bordering Vegetated Wetlands (BVW), Bank, Land Under Water Bodies and Waterways, Bordering Land Subject to Flooding, and Riverfront Area, and Local 50-Foot Undisturbed Resource Area. A 200-foot Riverfront Area and 100-foot Buffer Zone from the limit of BVW and/ or Bank encompasses the entire Subject Site.

Medfield Conservation Commission
Request for Determination of Applicability
Mill Brook Trail
July 22, 2022
Page 2 of 12

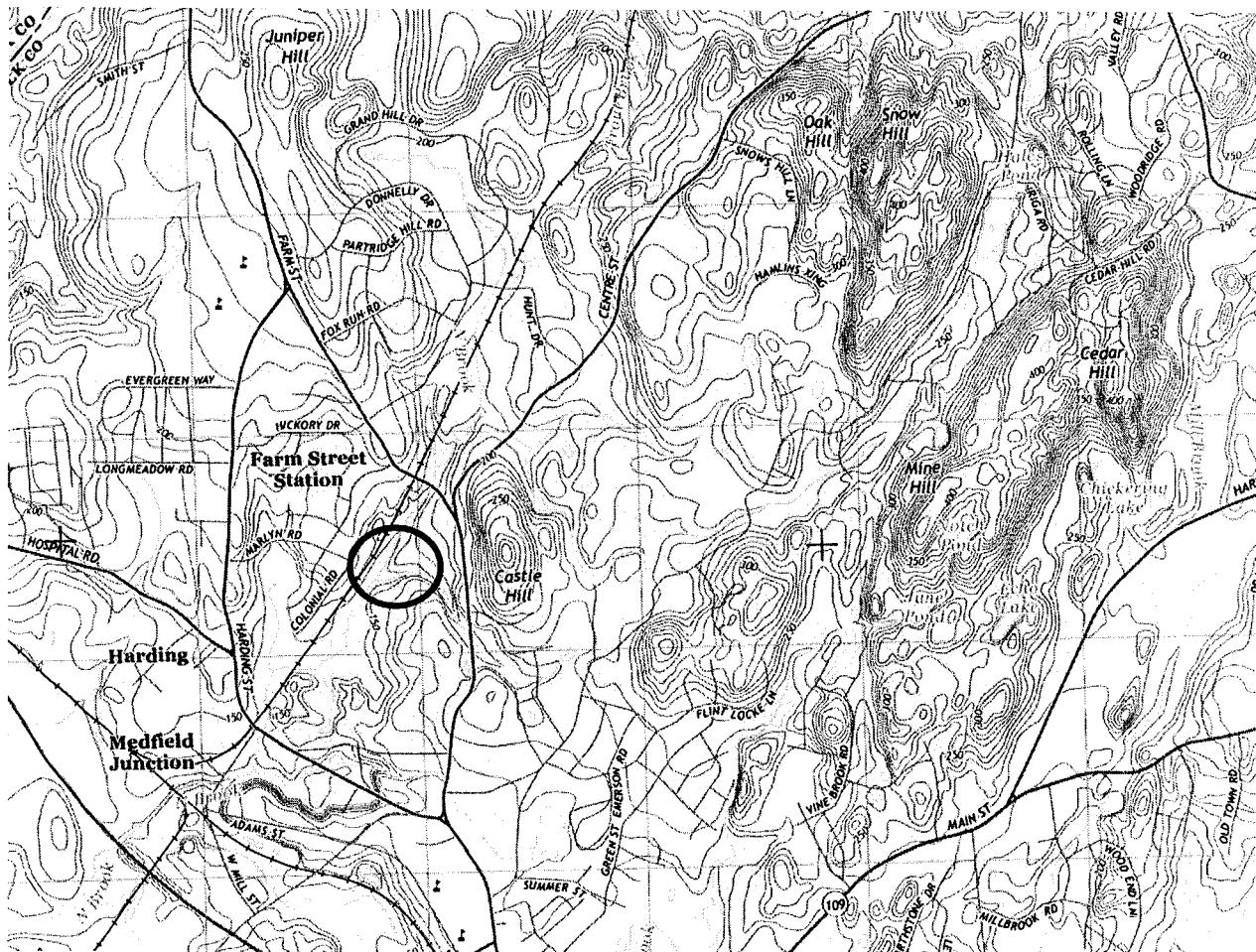


Image 1. Locus Map, USGS Medfield Quadrangle

Medfield Conservation Commission
Request for Determination of Applicability
Mill Brook Trail
July 22, 2022
Page 3 of 12

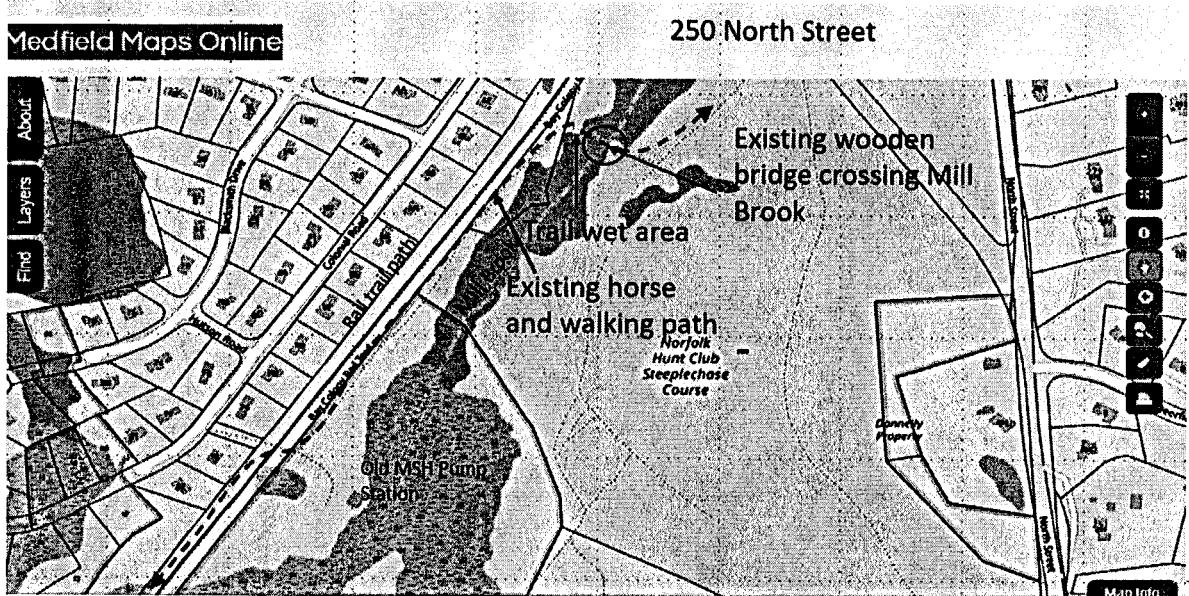


Image 2. Medfield Maps Online. Location of existing wooden bridge over Mill Brook, Steeplechase Field.

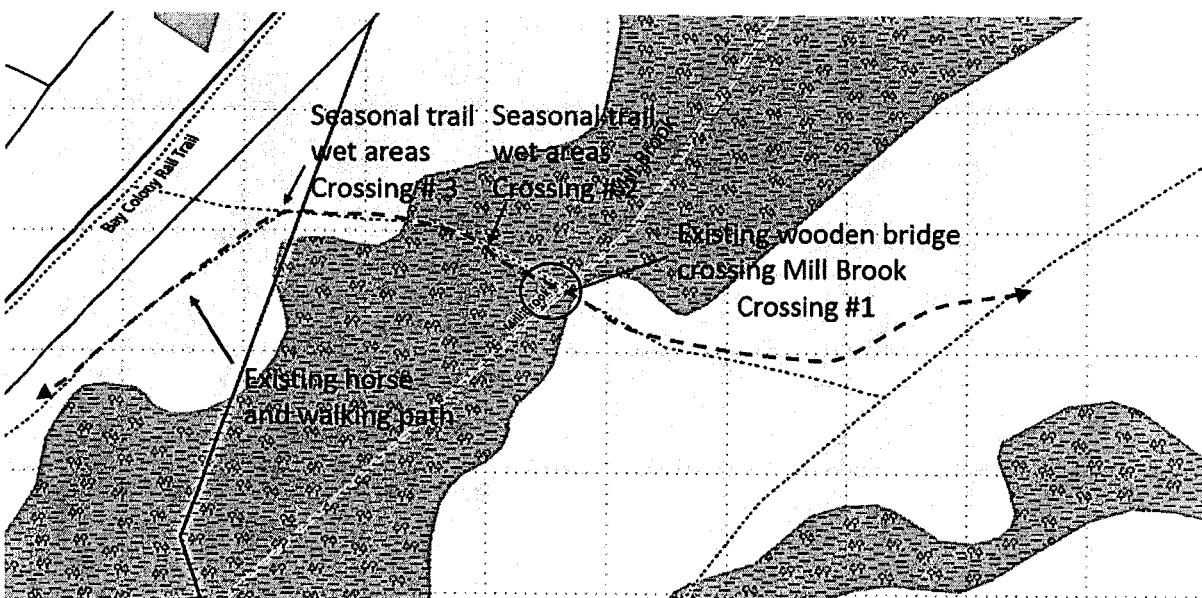


Image 3. Medfield Maps Online. Close-up of Existing Wooden Bridge over Mill Brook and Steeplechase Field.

Medfield Conservation Commission
Request for Determination of Applicability
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July 22, 2022
Page 4 of 12

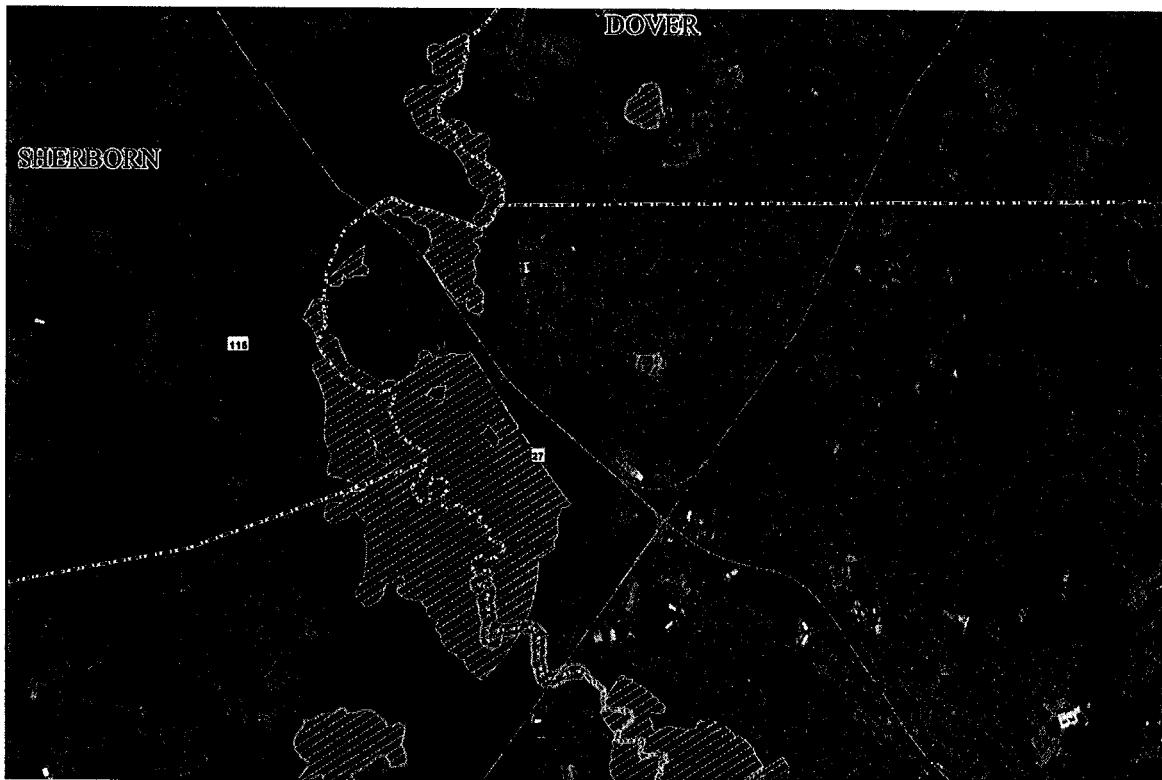


Image 4. NHESP Estimated and Priority Habitats and Certified Vernal Pools. The Subject site is not located within Priority Habitats nor Certified Vernal Pools.

Medfield Conservation Commission
 Request for Determination of Applicability
 Mill Brook Trail
 July 22, 2022
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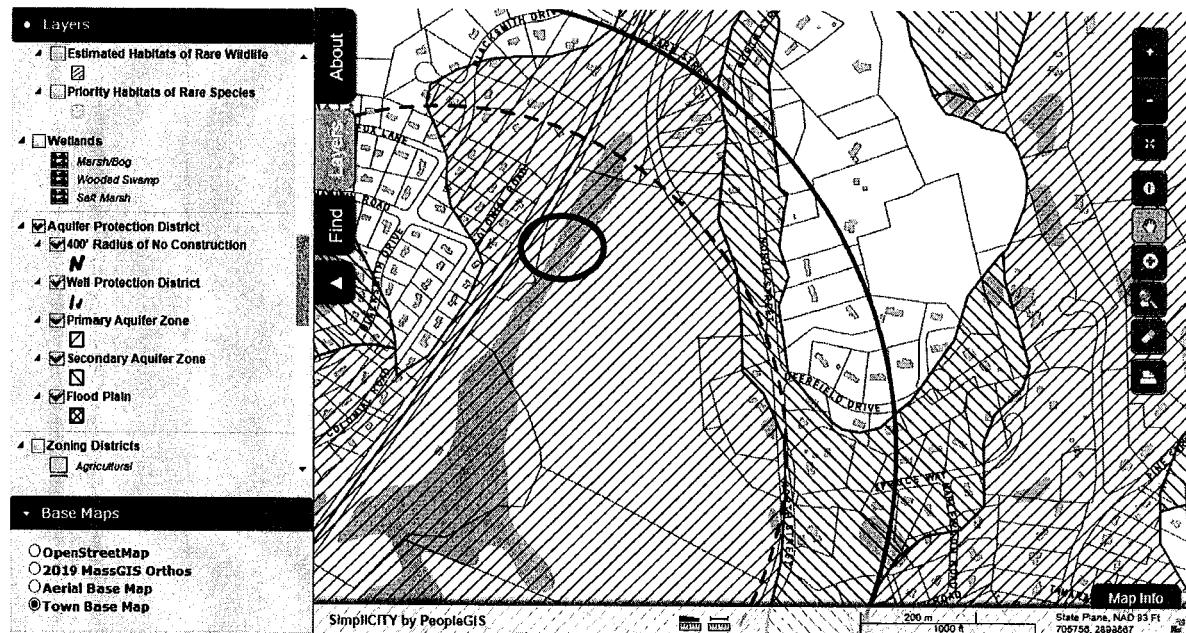


Image 5. Medfield GIS, The Subject Site is located within 400-foot Radius of No Construction, Well Protection District and Primary Aquifer Zone.

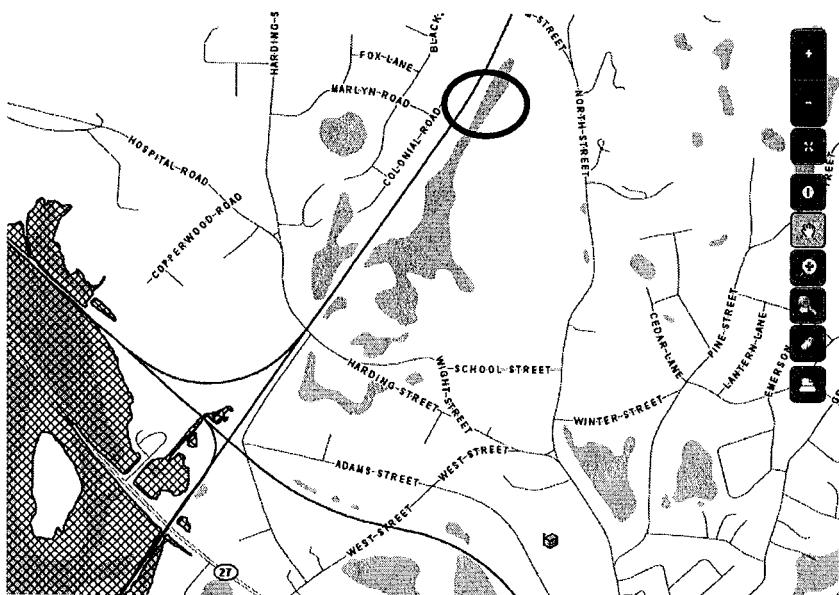


Image 6. Medfield GIS, FEMA Floodmap. The Subject Site is not located within a FEMA Floodway.

Existing Conditions

The Subject Site contains a trail network system that has been continuously used by the public and the Norfolk Hunt Club for over one-hundred years since the formation of the Club in 1896. Based on historical knowledge by the Norfolk Hunt Club and users of the trail system, it is known that the trail and the three crossings existed at least since the early 1960's, and the three bridges that crossed the stream channels probably existed prior to 1972, the year of the Massachusetts Wetlands Protection Act was promulgated.

The bridge at the Mill Brook itself is significantly intact and of suitable condition except for its approach ramp on the western side. That section will be removed as part of this project. The two other crossings had previously had footbridges at the intermittent stream crossings themselves, but had more recently gone into disrepair. Members of the general public, unaffiliated with the Norfolk Hunt Club, have installed unapproved and unsafe boards to cross the soft wetland soils at the crossings. Remnants of the prior footbridge are still in existence at the crossings. Evidence of soil disturbance and erosion is visible at the two intermittent stream crossings.

Wetland Resource Areas

The Subject site contains a number of wetland resource areas both under the Massachusetts Wetlands Protection Act and Medfield Wetlands Bylaw and its regulations. Bordering Vegetated Wetlands (BVW's), 10.55, are shown on the Existing Conditions Plan based on Mass GIS mapping, and were found to be accurate based on field measurements at the crossings themselves. For purposes of this filing, the Boundary of Bordering Vegetated Wetlands does not need to be confirmed. It is assumed that all of the proposed work for the Subject Site is located within either wetlands or the 100-foot Wetland Buffer Zone, as well as Local 50-Foot Undisturbed Resource Area.

Banks (10.54), exist along the Mill Brook at Crossing 1. The existing bridge at Mill Brook currently spans the banks of this resource area. The bridge is estimated to be over 30 years old and has not appeared to have been subject to flooding conditions that may have affected the integrity of the structure.

Between the lower boundary of Bank, Land Under Waterbodies and Waterways (LUWW) (10.56) associated with the stream bed of the Mill Brook is also present. This waterway is not located within a FEMA designated floodway as noted above in Image 6.

Bordering Land Subject to Flooding, BLSF (10.57) exists at Crossings 1 and 2. The intermittent stream channel at Crossing 3 is outside of Bordering Vegetated Wetland and therefore does not contain the characteristics of BLSF. The Boundary of all BLSF as noted in 310 CMR 10.57 (2) (a) 3 "shall be that determined by reference to the most recently available flood profile data prepared for the community," i.e. FEMA. FEMA has not determined flood information on Mill Brook or its adjacent wetland system containing Crossings 1, 2 and 3. We recognize that in extreme flooding conditions, the wetland areas at Crossings 1 and 2 may contain floodwaters and function with BLSF.

Riverfront Area (10.58) also exists at Crossing 1, associated with Mill Brook. The entire area of the Subject Site is located within the 200-foot Riverfront Area.

Banks (10.54) also exist at Crossings 2 and 3, both of intermittent streams. Crossing 2 contains a relatively narrow, approximately 8-10 feet wide, intermittent stream channel within a wider wetland resource area. Crossing 3 contains banks of approximately 6 feet wide at an intermittent stream, located upgradient of the larger wetland resource areas associated with Mill Brook. Runoff contributing to this stream channel is from a relatively small area on the west side Medfield Rail Trail, conveyed to the east side of the Rail Trail approximately 115 feet northerly from Crossing 3.

The Medfield (local) 50-Foot Undisturbed Resource Area encompasses all three Crossings.

The site is not located within Natural Heritage and Endangered Species Program Estimated and Priority Habitats and Certified Vernal Pools based on review of the Medfield GIS, Image 4.

Although the following are not resource areas under the Wetlands Protection Act, the Subject Site is located within the 400-foot Radius of No Construction, Well Protection District and Primary Aquifer Zone associated with public water supply wells, Image 5.

Based on historical knowledge by the Norfolk Hunt Club and users of the trail system, it is known that the trail and the three crossings existed since early 1900's. The three bridges that crossed the stream channels are not definitively known to exist prior to 1972, the year of the Wetlands Protection Act was promulgated. However, it is very likely, based on the type of construction that the three bridges were in existence prior to 1972 and would therefore be classified as legally preexisting.

Proposed Conditions

The proposed project entails the restoration of the footbridges at the stream crossings to provide safer, more stable, and less-erosive crossings. As noted, at Crossing 1 the existing bridge is adequately stable and safe for the main structure. The main structure is approximately 8 feet wide and 20 feet long. The ramp is in disrepair and is proposed to be removed. The ramp will be removed in its entirety and will not be replaced. The approach on the western side will instead be installed with wood-chip mulch material to provide a non-slip surface that is safer for walker and horse travel. No major work is proposed at this Crossing.

Crossing 2 is located approximately 35 feet westerly of the wood bridge that crosses Mill Brook. Crossing 2 had previously had a footbridge structure crossing the intermittent stream as noted by a field investigation. Portions of the structure are in the wetland soil, however the decking boards have since rotted away. This area was bypassed by members of the general public, and not under the oversight or approval by the Norfolk Hunt Club. Boards have been placed randomly in the wetland soils and do not provide a safe, nor adequate crossing. The prior remnants of the bridge will be removed from the stream channel and removed from site. To restore the prior-existing footbridge across intermittent stream channel it is proposed to have an elevated walkway approximately six (6) feet wide and twelve (12) feet long to allow seasonal water to flow freely underneath and protect vegetation resources. The walkway would be supported by three pairs of 2" x 6" beams to give rigidity for safety of walkers and horses. The three beams would be covered by 2" x 6" boards screwed perpendicular to the beams and separated by 1/4" spaces to allow water to easily drip off as well as provide good footing for walkers and horses. All wood would be pressure-treated to prevent decay and deterioration. Side guards approximately 6 inches high would be screwed on each side of the walkway with large spaces left open to allow for water flow off the

surface. The purpose of the guard rails is to give horses and walkers a sense of security when passing over the walkway. All wood connections would be screwed together with ceramic coated or stainless-steel exterior wood screws.

Crossing 3 is located approximately 100 feet west of Crossing 2 and adjacent to an opening in the stone wall. The proposed Crossing 3 is similar to the Crossing 2 in design although it needs to be only ten (10) feet long to cross the banks of the intermittent stream channel. The existing trail surface between the crossings will be covered with woodchips for appearance and maintaining secure walking conditions. Beyond this Crossing, the trail follows parallel to the Medfield Rail Trail and is in good condition without encountering any wetlands.

Please see design drawings below for details, Images 7 and 8.

No alteration of wetland resources area is proposed. The restoration of the footbridges and improvements to the existing path constitute maintenance of a legally existing path and footbridge, permitted under the Wetlands Protection Act and Medfield bylaw.

The proposed work does not include removing, filling, or altering Land under Water Bodies and Waterways, nor will result in the loss of flood storage associated volume associated with Bordering Land Subject to Flooding. The proposed foot bridges will be installed to restrict flows so as to cause an increase in flood stage or velocity.

The entire project is located within Buffer Zone and the Riverfront Area. The work within the Riverfront Area is considered work to restore the prior-existing footbridges and is considered work within a previously developed Riverfront Area. The proposed work represents an improvement over existing conditions. The current crossings are currently unstabilized soil surface.

Erosion Control

The location of the project and duration of construction will be short, anticipated less than three days at each crossing. No earthwork is proposed and no significant disturbance of soils will occur. The trail surfaces at the approaches to the footbridges will be stabilized with wood chips and improve the current condition of erosion at the crossings. We do not anticipate that any erosion control barriers will be needed. We would be agreeable to install such barriers if required by the Commission.

Tree Cutting

No tree cutting is needed for the restoration of the walkways at the three crossings.

Stockpiling of materials

Stockpiles for wood footbridge materials and wood chip is anticipated to be located east of the existing bridge. No stockpiles will be located within the wetland resource areas.

Construction Equipment

Construction equipment needed to deliver the wood and woodchip materials will be brought to easterly side of the bridge using the existing trails on the Norfolk Hunt property. The vehicles will not enter the wetlands or stream channels and will only be limited to stopping within the Buffer Zone, Local 50-Foot

Undisturbed Resource Area and Riverfront Area. The materials will be hand delivered from the east side of the bridge to the Crossings.

Wetland Resource Area Disturbance Areas

Bank (restoration)	24 linear feet
Bordering Vegetated Wetland	200 square feet
Land under Waterbodies and Waterways	None
Bordering Land Subject to Flooding	None
Floodplain Fill (Woodchips only)	None
Riverfront Area (Footbridges and woodchips)	900 Square Feet

Riverfront Alternatives

Under the Wetlands Protection Act, specifically 310 CMR 10.58, alternatives are required to be reviewed for work within Riverfront Area. The alternatives that we reviewed include the following:

1. **Do nothing.** This alternative is not a viable option. The general public currently uses the trail to access the Norfolk Hunt Club property, the Medfield Rail Trail and adjacent residences. Trail users will continue to use this path at the existing crossing and would likely continue to erode the wetland resource areas, specifically at the two unstabilized stream crossings. The path itself is not stabilized and could potentially result in sediment entering the wetland resource areas. This alternative is not viable nor is it safe for users.
2. **Span entire area of wetland corridor.** The two proposed footbridges, 10 feet and 12 feet in length, are proposed to be located at the two intermittent stream crossings within the larger wetland resource areas. The trail surfaces leading to these footbridges are adequately stable except at the two narrow stream crossings. An alternative to completely avoid the wetland system would require a span of over 160 feet. The costs to provide a walkway of this span would require a major structure at a significant cost and possibly require the removal of mature trees along its route. It would be infeasible and dangerous for horse travel as they would get nervous and excited. The costs are also impractical and do not represent a substantially equivalent economic alternative.

The proposed path improvements, footbridge design, and protection measures of the selected alternative will ensure that no significant adverse impact to Wetland Resource Areas nor the Riverfront Area will occur.

Construction Sequence

1. Provide written notice to the Conservation Commission or its representatives a minimum of 72 hour prior to commencement of construction.
2. No erosion control barriers are anticipated to be needed. If the Conservation Commission requires such controls, install them a minimum of one week prior to proposed construction. Notify the Conservation Commission of installation any needed erosion controls and one week prior to anticipated construction.
3. Do not deliver materials nor start construction without prior approval of any needed erosion controls, by the Conservation Commission or its agent.

Medfield Conservation Commission
Request for Determination of Applicability
Mill Brook Trail
July 22, 2022
Page 10 of 12

4. Deliver materials to stockpile area east of the existing bridge at Crossing 1.
5. Fuel all equipment prior to delivery to the site. Do not refuel any equipment within the Wetland Resource areas.
6. Remove prior structure and dispose outside of any wetland resource areas or buffer zones.
7. Remove the ramp at the west side of the bridge at Crossing 1 and dispose of off-site, outside of any wetland resource areas or buffer zones.
8. Install wood chip at western approach to the bridge as needed to provide a level surface between the bridge structure and the ground surface.
9. Construct the footbridges for the Crossings 2 and 3 and set at the edges of the bank. Hand excavate or shim as needed to provide a level surface in both directions. Ensure that the bridge is constructed to provide the minimum clearance (4-6 inches) under the structure to allow intermittent stream flow.
10. Deliver mulch using wheelbarrows from the stockpile to the approaches as needed for each footbridge and to stabilize trail surfaces.
11. Remove any erosion control upon authorization by the Conservation Commission or its representative.

Spill Prevention

1. Fuel all vehicles and equipment prior to entering the 200-foot Riverfront Area from Mill Brook.
2. Vehicles and equipment shall not be refueled within the wetland resource areas.

Summary

The Applicant requests that the Commission find that, although the proposed work is within an area subject to protection under the Act and the Medfield Bylaw, the work will not remove, fill, dredge, or significantly alter protected resources. Additionally, the project can be completed with no adverse impacts to Wetland Resource Areas nor the Riverfront Area. The design of the path improvements, footbridges, and adequate measures to protect wetland resource areas are documented in the submission and plans. We respectfully request the Commission to issue a Negative Determination of Applicability, with appropriate conditions, allowing the work to proceed without the filing of a Notice of Intent.

Please advertise this matter for discussion at your next available regularly scheduled meeting of the Conservation Commission. Should you have any questions concerning this submittal or require additional information, please contact Robert Weidknecht via email at rweidknecht@verizon.net or phone (508) 494-0959.

Thank you.

Very truly yours,

Lisa Lewis, President
Norfolk Hunt Club

cc: Town of Medfield, Select Board
MassDEP Central Regional Office

Crossing Details

Details of 2nd Crossing

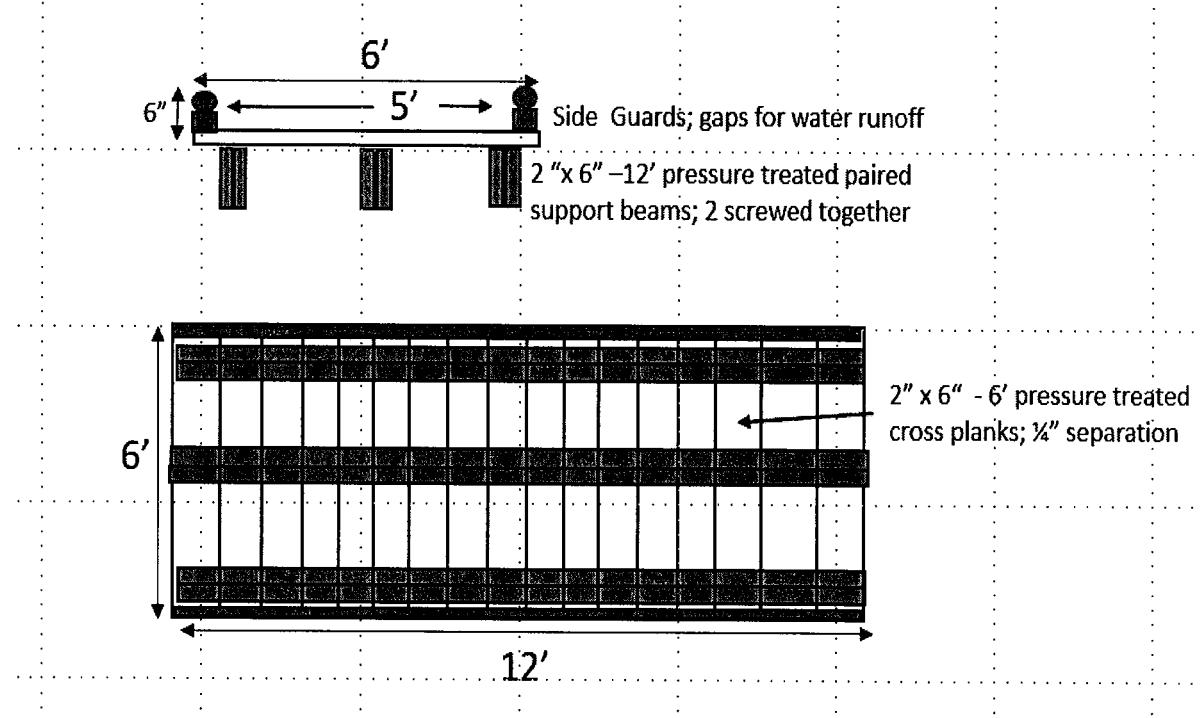


Image 7 Footbridge for Crossing 2.

Details of 3rd Crossing

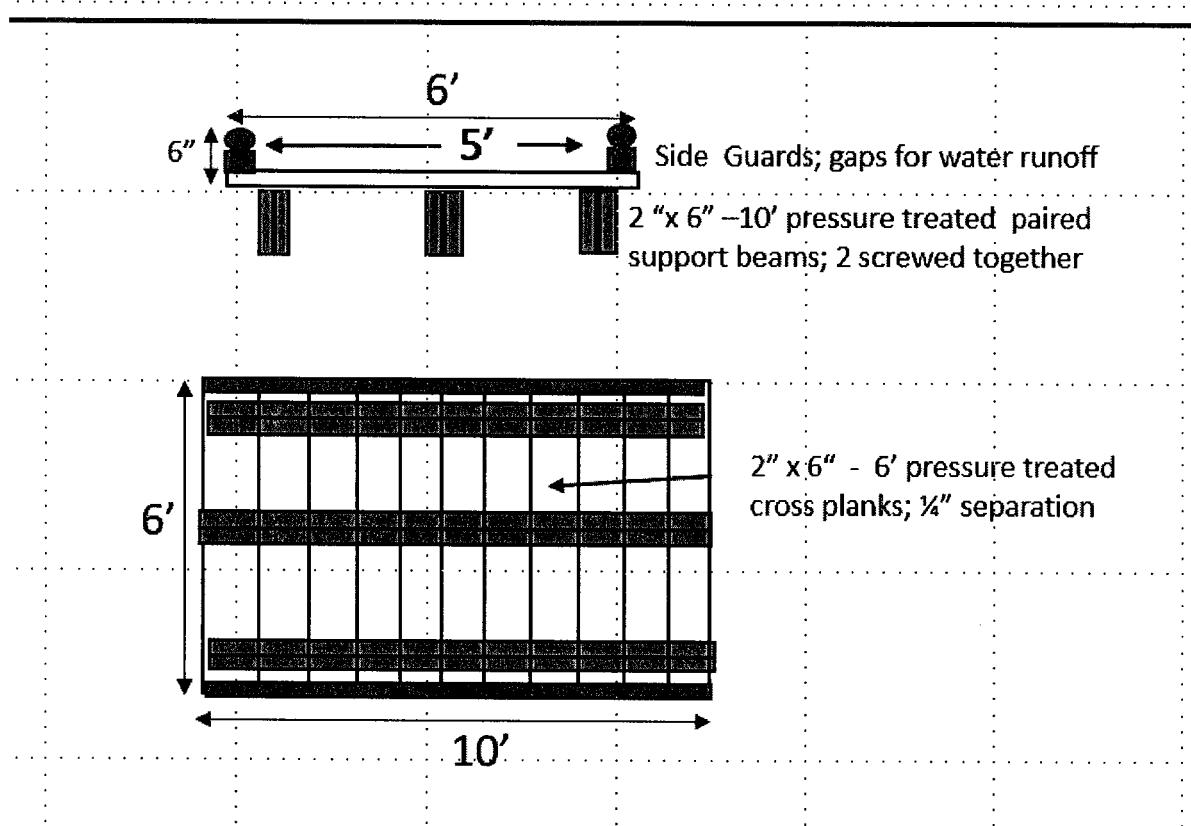
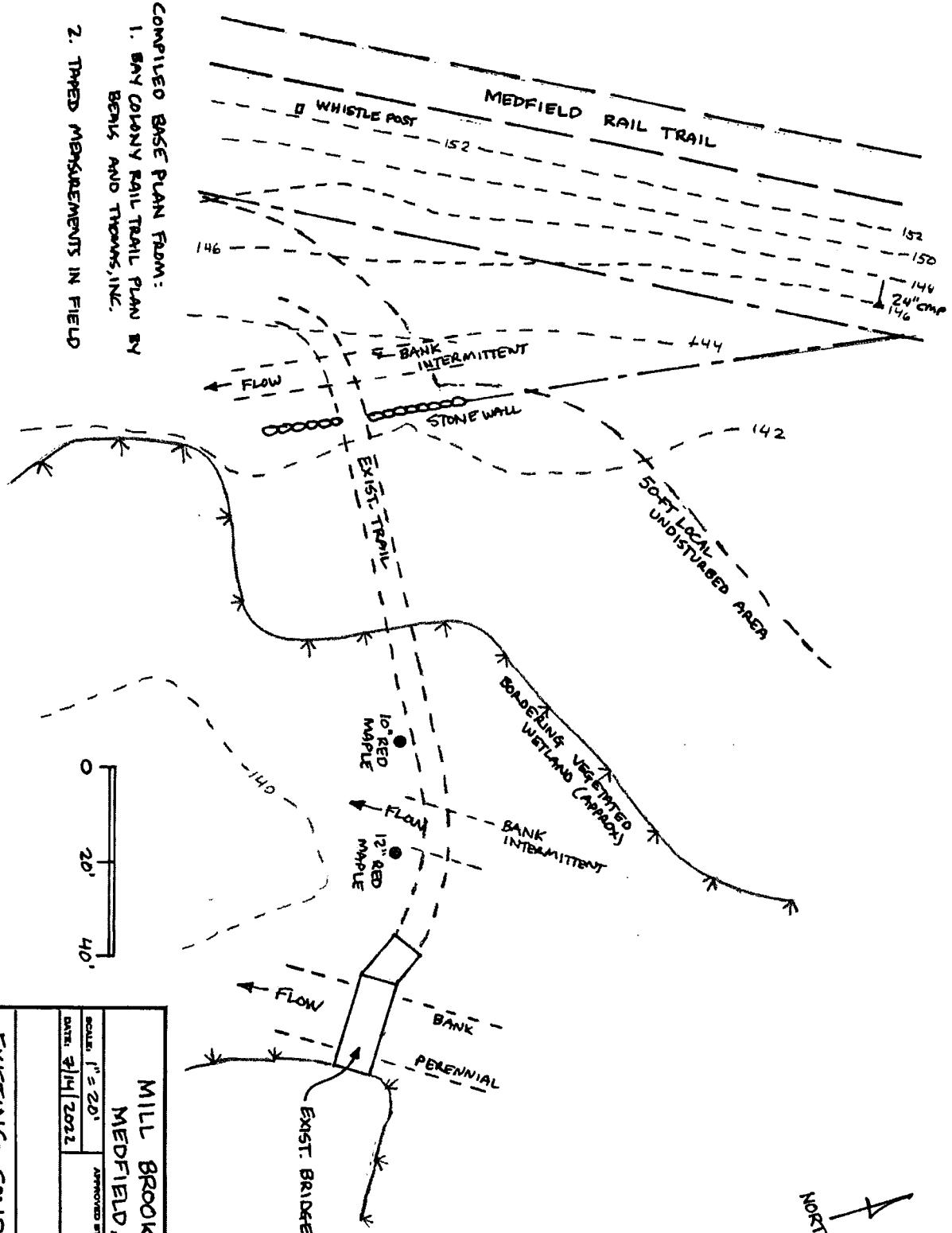


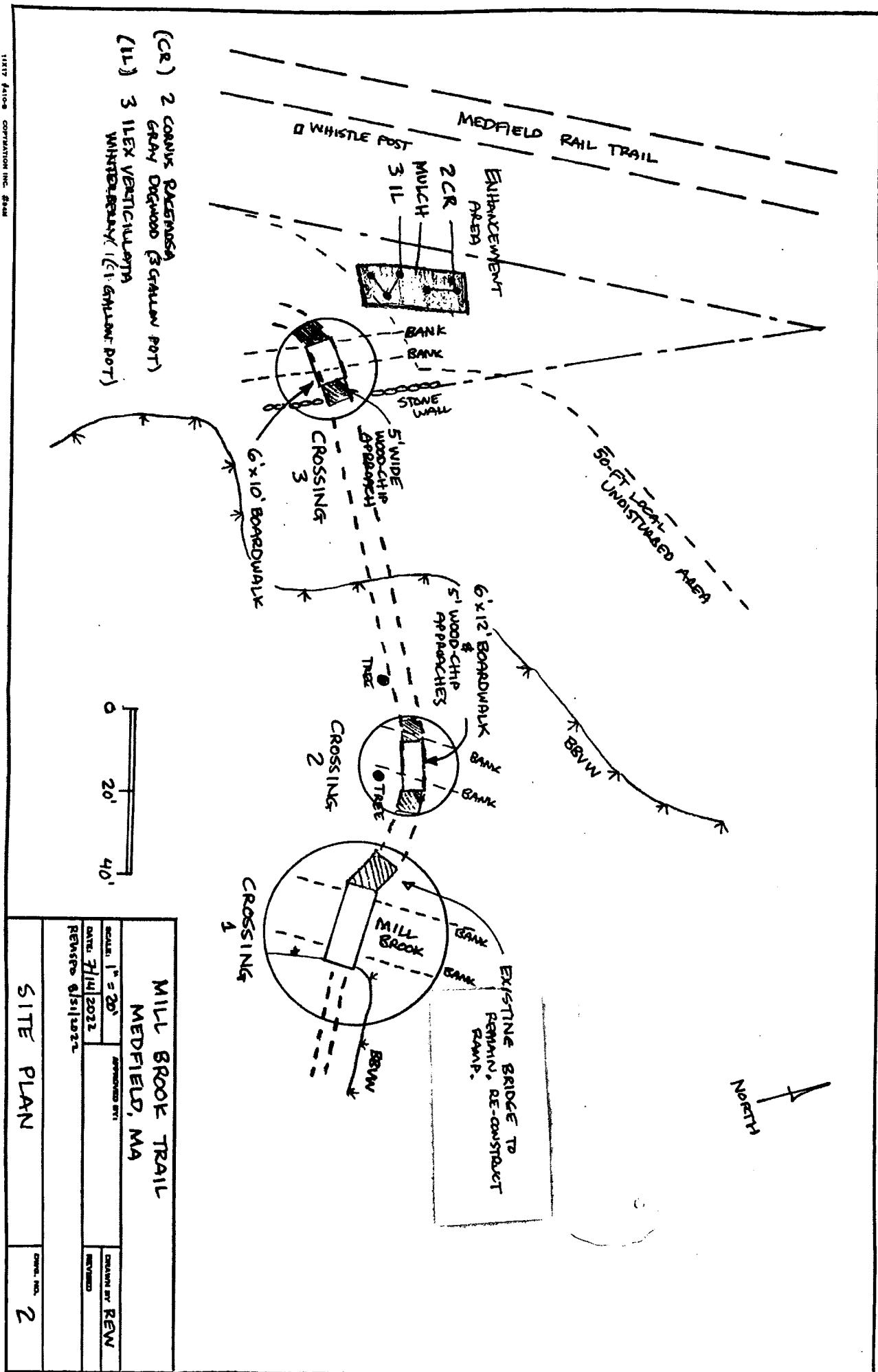
Image 8 Footbridge for Crossing 3.

Attachments :

1. WPA Form 1
2. Mill Brook Trail, Medfield, MA, Existing Conditions, Sheet 1, Dated July 14, 2022, prepared by Robert Weidknecht, RLA.
3. Mill Brook Trail, Medfield, MA, Site Plan, Sheet 2, Dated July 14, 2022, prepared by Robert Weidknecht, RLA.



MILL BROOK TRAIL MEDFIELD, MA	
SCALE: 1" = 20'	APPROVED BY:
DATE: 3/14/2022	DRAWN BY: PBN
	REVISED
EXISTING CONDITIONS	OWNER, INC.
	1





Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

Medfield

City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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:

<u>Norfolk Hunt Club (Attn. Michael Taylor)</u>	<u>circa1680@aol.com</u>
Name	E-Mail Address
<u>243 North Street</u>	
Mailing Address	
<u>Medfield</u>	<u>MA</u>
City/Town	State
<u>508-878-6599</u>	<u>02052</u>
Phone Number	Zip Code
Fax Number (if applicable)	

2. Representative (if any):

<u>Robert Weidknecht, RLA</u>	
Firm	
<u>Robert Weidknecht</u>	<u>rweidknecht@verizon.com</u>
Contact Name	E-Mail Address
<u>40 Hemlock Drive</u>	
Mailing Address	
<u>Holliston</u>	<u>MA</u>
City/Town	State
<u>508-494-0959</u>	<u>01746</u>
Phone Number	Zip Code
Fax Number (if applicable)	

B. Determinations

1. I request the Medfield Conservation Commission make the following determination(s). Check any that apply:

- a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance or bylaw** of:

Medfield
Name of Municipality

- e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Medfield
City/Town

WPA Form 1 - Request for Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Project Description

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):

250 North Street (Steeplechase Field)	Medfield
Street Address	City/Town
65	001 and 006
Assessors Map/Plat Number	Parcel/Lot Number

b. Area Description (use additional paper, if necessary):

Restoration of three existing trail crossings along Mill Brook and associated wetlands, leading to the Medfield Rail Trail. See Attached narrative for additional information.

c. Plan and/or Map Reference(s):

Mill Brook Trail, Medfield, MA, Existing Conditions, Sheet 1	7/14/2022
Title	Date
Mill Brook Trail, Medfield, MA, Site Plan, Sheet 2	7/14/2022
Title	Date

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):

See Attached Narrative

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Medfield
City/Town**C. Project Description (cont.)**

b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

N/A

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- Single family house on a lot recorded on or before 8/1/96
- Single family house on a lot recorded after 8/1/96
- Expansion of an existing structure on a lot recorded after 8/1/96
- Project, other than a single-family house or public project, where the applicant owned the lot before 8/7/96
- New agriculture or aquaculture project
- Public project where funds were appropriated prior to 8/7/96
- Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- Residential subdivision; institutional, industrial, or commercial project
- Municipal project
- District, county, state, or federal government project
- Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

Medfield
City/Town

**WPA Form 1- Request for Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40**

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner:

Wardner Farm Trust (Attn. Nutter, McClellan & Fish LLP), 155 Seaport Blvd., Boston, MA 02210
Name

Town of Medfield, 459 Main Street, Medfield, MA 02052
Mailing Address

City/Town

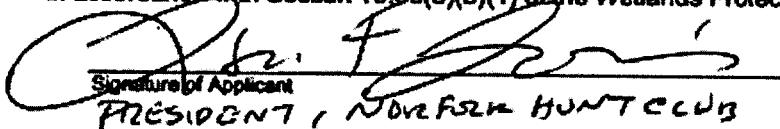
MA

State

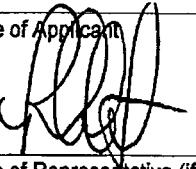
Zip Code

Signatures:

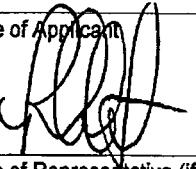
I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.


Signature of Applicant
PRESIDENT, Wardner HUNTER LLC

7/22/22
Date


Signature of Applicant

7/22/2022
Date


Signature of Representative (if any)

ROBERT WEIDKNECHT

7/24/2022

Date

SEPTEMBER 15, 2022
HEARING DOCUMENTS



September 1, 2022

Medfield Conservation Commission
Town Hall
459 Main Street
Medfield, Massachusetts 02052

Re: Supplemental information
Request for Determination of Applicability
Mill Brook Trail Crossings
Norfolk Hunt Club
Medfield, MA

Dear Commission Members,

We thank you for the input received at the public meeting on August 4, 2022. From that discussion, we offer the following supplemental information and changes to the project.

Crossing 1 Bridge changes

Based on further discussion with the horse riding community, the ramp at Crossing 1, Bridge 1 will be reconstructed in place rather than removal entirely, as previously proposed. The step from the ground surface to the west side of the bridge would have exceeded the comfort level of horses. We, therefore, propose to re-install the ramp in the same footprint, as is currently existing, and will add a non-slip surface to the wood decking for safety of users.

Bordering Land Subject to Flooding

Bob Hartzel, Principal at Comprehensive Environmental Inc., consultant to the Conservation Commission, identified at the meeting that there is in fact a FEMA floodplain associated with Mill Brook at the proposed crossings (Image 1). We stand corrected from our prior research. The FEMA flood elevation for this portion of the Mill Brook is not determined. Without a defined elevation there is no way to calculate the actual volume of flood loss due to the bridge at Crossing 2. If we assume that the entire bridge structure and woodchip approaches as "fill," the volume of the bridge would be approximately 15 cubic feet, or about 0.56 cubic yards. With the woodchips an average depth of 1.5 inches over a 5 foot transition, the volume of the woodchip approaches would add about 10 cubic feet. The total volume of flood loss would then be about 25 CF or 0.92 CY. This volume would equate to approximately 4 wheel barrow loads of fill. To understand the magnitude of the fill within the floodplain the contributing drainage area to the location of Crossings 1 and 2 is about 1.5 square miles. If we conservatively count all of the volume of the footbridge and woodchips at Crossing 2 as fill, and conservatively count the drainage area contributing to this point of the stream using USGS Streamstats (Image 2), the volume of the fill would calculate to a depth of 0.000000633 feet or 0.000007595 inches, an infinitesimally small amount. We, therefore, do not propose mitigation for the minimal impact to floodplain fill.

Medfield Conservation Commission
Request for Determination of Applicability
Mill Brook Trail- Supplemental Information
September 1, 2022
Page 2 of 8



Image 1. Bordering Land Subject to Flooding. Based on the MassGIS, Mass Mapper shows a FEMA floodplain with no defined elevation.

Medfield Conservation Commission
Request for Determination of Applicability
Mill Brook Trail- Supplemental Information
September 1, 2022
Page 3 of 8

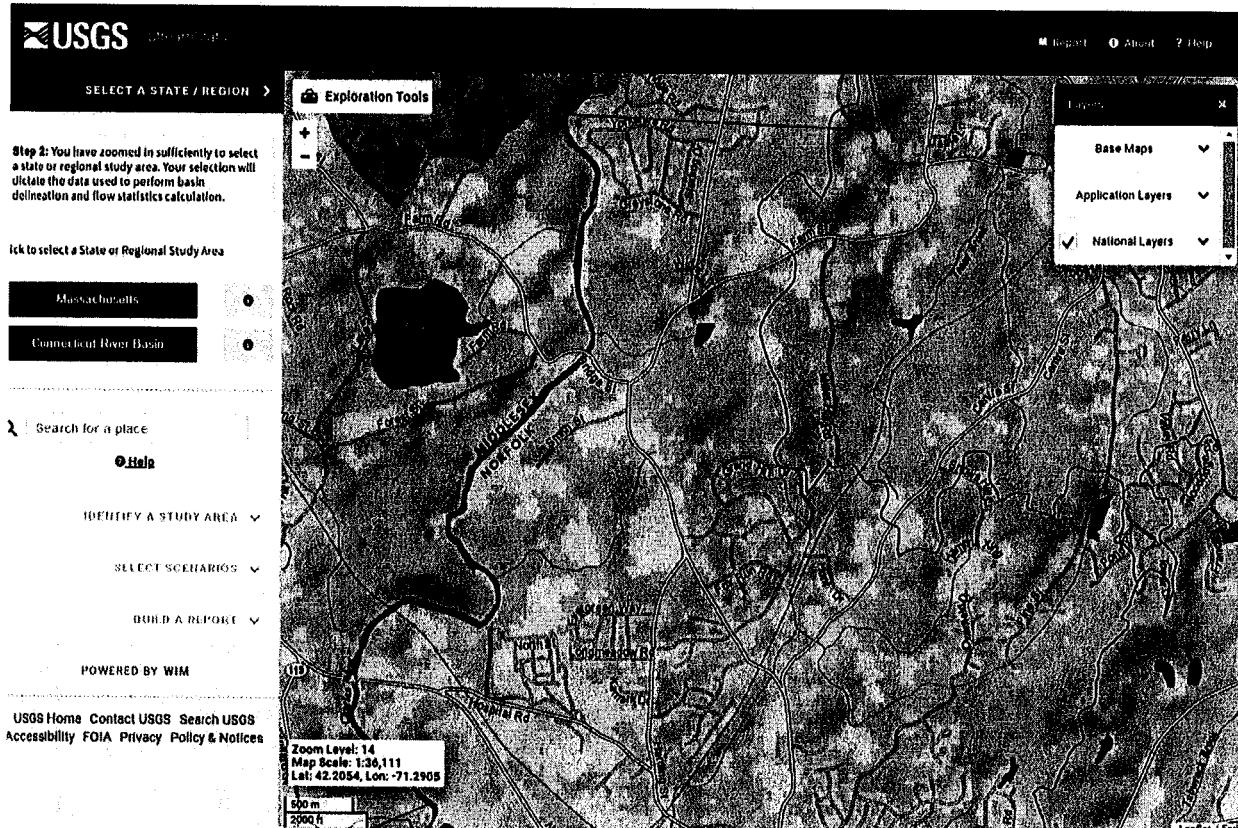


Image 2. USGS Stream stats drainage areas contributing to Mill Brook at the location of Crossings 1 and 2.

Concern of Setting a Precedent

At the meeting, there was a concern as to setting a precedent for this type of trail project or other projects that may involve wetlands or flood loss. This type of project is considered a public benefit as it provides trail access to large areas of conservation land and supports users experience through wetlands and stream areas. This project is making an improvement over the current trail system that has been in place for over 100 years, and will in fact, reduce impacts to wetland resource areas that have been occurring over this time period.

Additionally, other municipalities have been allowing similar projects that promote trail access to and through wetlands with far greater impacts through a Request for Determination of Applicability process. Recently, the Town of Milford permitted a bridge 6 feet wide and 20 feet long with stone dust trail approaches crossing the Charles River. This floodplain had a defined elevation, and the fill volume was 43 CY (versus this proposed 0.92 CY), and was deemed to be minor considering the drainage area involved, and no floodplain mitigation was required. This filing was done through the RDA process and a Negative 2 Determination of Applicability was issued. This location was also located within rare species habitat, and was deemed by Massachusetts Division of Fisheries and Wildlife to not constitute a take of rare species.

In Hopkinton, there are numerous trail projects that have been approved through the RDA process, involved bridges, and wetland fill and were approved. They include portions of the Upper Charles Rail

Trail, including the Echo Trail, Center Trail, and a Cross Country running trail behind the Hopkinton High School. These projects were conducted with the RDA process, and involved impacts such as relocating an intermittent stream, bridges over streams, and wetland crossings. No mitigation was required for those project impacts. Additionally, a number of bridges and boardwalks were constructed with much larger footprints including three 12 foot long bridges, 30 foot bridge, and a 75 foot bridge near the Center School in Hopkinton.

The Town of Medway completed eight, 6 foot wide bridges, ranging from 12 feet to 20 feet long with an RDA process and no mitigation. These were all within FEMA floodplain and other wetland resource areas.

The Town of Holliston permitted a bridge and boardwalk for a number of scout projects within the Poitras, Daniels and Weston Pond conservation lands, all without a formal filing with the Conservation Commission. Additionally 5 phases of work along the 6.7 mile Upper Charles Rail Trail involved bridge crossings, trail construction, floodplain, and habitat areas, and all were done with RDA filings.

Robert Weidknecht represented the applicant on all of the projects noted above. Our point is that the scope of this work is well within norms for this type of project, and that allowing this project to go forward would not be setting a precedent that private developers could take advantage of that may benefit them financially to the detriment of the environment. The gains that we are seeking provide an improvement over the current conditions.

Revised Wetland Resource Area Disturbance Areas

Bank (restoration)	24 linear feet
Bordering Vegetated Wetland	200 square feet
Land under Waterbodies and Waterways	None
Bordering Land Subject to Flooding (Crossing 2)	92 SF
Floodplain Fill (undefined elevation)	0.92 CY
Riverfront Area (Footbridges, trail and woodchips)	900 Square Feet

Enhancements

We are proposing enhancements to mitigate the wetland disturbances for those currently ongoing, as well as for the proposed bridge crossings. In the area of Crossing 2, the trail splits into two segments. The northerly segment, where the bridge is proposed will be stabilized by the proposed bridge and wood chip mulch. The southerly segment, the bypass, currently contains boards and is damaged over an area of 66 square feet. The boards will be removed, the trail to be abandoned will be blocked off, and the exposed soils will be planted with ferns prevalent within this area. The area will be allowed to revegetate.

We are also proposing to provide supplemental plantings in the area identified in the field, 24 feet by 10 feet (240 square feet), located approximately 10 feet northerly from the proposed bridge at Crossing 3. The plantings will occur in an upland area, near to the wetland system at the crossing. The plantings will include vegetation that will benefit wildlife species and include Gray Dogwood and Winterberry. The total area of enhancements will exceed the area of disturbance of BVW. The proposed 240 square feet of the supplemental planting area plus the blocking off of the 66 square feet of the bypass will provide approximately 300 sf of enhancements.



Image 3. Proposed location of enhancement plantings, white flags denoting limits. Robert Weidknecht is standing at back edge of planting area. Crossing 3 is located to the right of the image along the trail.

Draft Conditions

Should the Conservation Commission choose to issue a Negative Determination of Applicability with conditions, we propose the following conditions that will assist you with your permit issuance:

GENERAL CONDITIONS

- 1. COMPLIANCE.** Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Determination.
- 2. TIMEFRAME.** The work authorized hereunder shall be completed within three years from the date of this Determination.
- 3. DOCUMENTS.** The work shall conform to the plans and special conditions referenced in this Determination.

PRE-CONSTRUCTION CONDITIONS

- 1. NOTIFICATION OF COMMENCEMENT OF WORK.** The Applicant shall notify the Conservation Commission, in writing, 72 hours before any activity commences on the project site and shall advise the Conservation Commission of the name(s) and telephone number(s) of the person(s) responsible for compliance with this Determination. This list shall be resubmitted if any changes are made to it.
- 2. MATERIAL DELIVERY.** Do not deliver materials nor start construction without prior approval of any needed erosion controls, by the Conservation Commission or its agent.
- 3. WETLAND PROTECTION.** No work or activity, including the cutting of vegetation, shall take place in a wetland area.

CONSTRUCTION

- 1. STOCKPILING.** All debris, fill and excavated material, construction material, and building material shall be removed from site to prevent sediment from surface runoff entering the wetlands. Construction equipment needed to deliver the wood and woodchip materials will be brought to easterly side of the bridge using the existing trails on the Norfolk Hunt property. The vehicles will not enter the wetlands or stream channels and will only be limited to stopping within the Buffer Zone, Local 50-Foot Undisturbed Resource Area and Riverfront Area. The materials will be hand delivered from the east side of the bridge to the Crossings.
- 2. TIMELY RESPONSE TO EROSION PROBLEMS.** The Applicant shall move swiftly to control any erosion problems that occur on the site. The Conservation Commission reserves the right to require additional erosion and/or damage-prevention controls it may deem necessary.

3. **EROSION CONTROL.** No erosion control barriers are anticipated to be needed. If the Conservation Commission requires such controls, install them a minimum of one week prior to proposed construction. Notify the Conservation Commission of installation any needed erosion controls and one week prior to anticipated construction.
4. **MATERIAL DELIVERY.** Deliver materials to stockpile area east of the existing bridge at Crossing 1.
5. **EQUIPMENT REFUELING.** Fuel all equipment prior to delivery to the site. Do not refuel any equipment within the Wetland Resource areas.
6. **FORMER BRIDGE STRUCTURES.** Remove prior footbridge structures and dispose of off site.
7. **BRIDGE RAMP.** Remove the existing ramp at the west side of the bridge at Crossing 1 and dispose of off-site, outside of any wetland resource areas or buffer zones. Reconstruct the ramp within the same footprint as the existing ramp.
8. **FOOTBRIDGES AT CROSSINGS 2 AND 3.** Construct the footbridges for the Crossings 2 and 3 and set at the edges of the bank. Hand excavate or shim as needed to provide a level surface in both directions. Ensure that the bridge is constructed to provide the minimum clearance (4-6 inches) under the structure to allow intermittent stream flow.
9. **MULCH DELIVERY.** Deliver mulch using wheel barrows from the stockpile to the footbridge approaches as needed for each footbridge and to stabilize trail surfaces.
10. **CROSSING 2.** Remove all boards and materials on the southerly trail at Crossing 2. Block off this trail with logs and flagging tape to allow reestablishment of vegetation. Install wetland plantings in this area as described in the supplement provided to the Conservation Commission.
11. **EROSION CONTROLS.** Remove any erosion control upon authorization by the Conservation Commission or its representative.
12. **ENHANCEMENT PLANTING.** Stake out area of enhancement planting. Remove woody vegetation within this area with hand tools and powered string trimmers. Excavate and plant enhancement plantings specified in the supplement provided to the Conservation Commission. Install weed fabric and install mulch to a depth of three inches in the enhancement planting area.

POST CONSTRUCTION

1. **ENHANCEMENT PLANTING.** All enhancement plantings shall be inspected twice each year during the growing season for three calendar years after installation. Invasive materials shall be removed by hand around any enhancement plantings. Any plantings that are diseased, damaged or dead shall be replaced.
2. **TRAIL DAMAGE.** The trail, boardwalk and enhancement plantings shall be inspected on a yearly basis for damage or erosion. Any new trails that are created shall be closed with adequate blocking by logs, temporary caution tape, or other means approved by the Conservation Commission.

Summary

The Applicant requests that the Commission find that, although the proposed work is within an area subject to protection under the Act and the Medfield Bylaw, the work will not remove, fill, dredge, or significantly alter protected resources. Additionally, the project can be completed with no adverse impacts to Wetland Resource Areas nor the Riverfront Area. The design of the path improvements, footbridges, and adequate measures to protect wetland resource areas are documented in the submission and plans. The proposed enhancements will far exceed the current and ongoing damage that is occurring in the wetland resource areas and will provide improved habitat for wildlife with the proposed enhancements.

Medfield Conservation Commission
Request for Determination of Applicability
Mill Brook Trail- Supplemental Information
September 1, 2022
Page 8 of 8

We respectfully request the Commission to issue a Negative Determination of Applicability, with appropriate conditions, allowing the work to proceed without the filing of a Notice of Intent.

We look forward to presenting this supplemental information at your next available meeting on September 15, 2022. Should you have any questions concerning this submittal or require additional information, please contact Robert Weidknecht via email at rweidknecht@verizon.net or phone (508) 494-0959.

Very truly yours,



Lisa Lewis, President
Norfolk Hunt Club

Robert Weidknecht, RLA 897
Landscape Architect

cc: Town of Medfield, Select Board
MassDEP Central Regional Office

Attachments :
Sheets 1 and 2, Revised date August 31, 2022

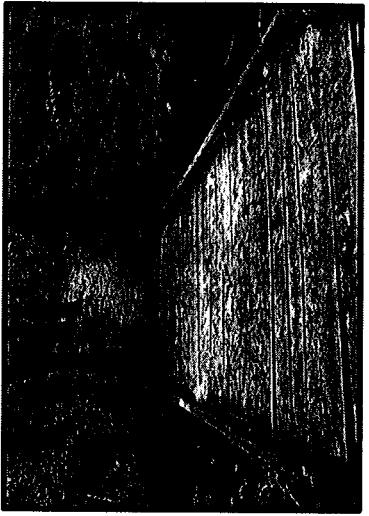


Request for Determination of Applicability: Mill Brook Trail Crossing

Supplemental Letter

Medfield Conservation Commission Public Meeting

September 15, 2022



Norfolk Hunt Club
P.O. Box 242
Dover, MA 02030



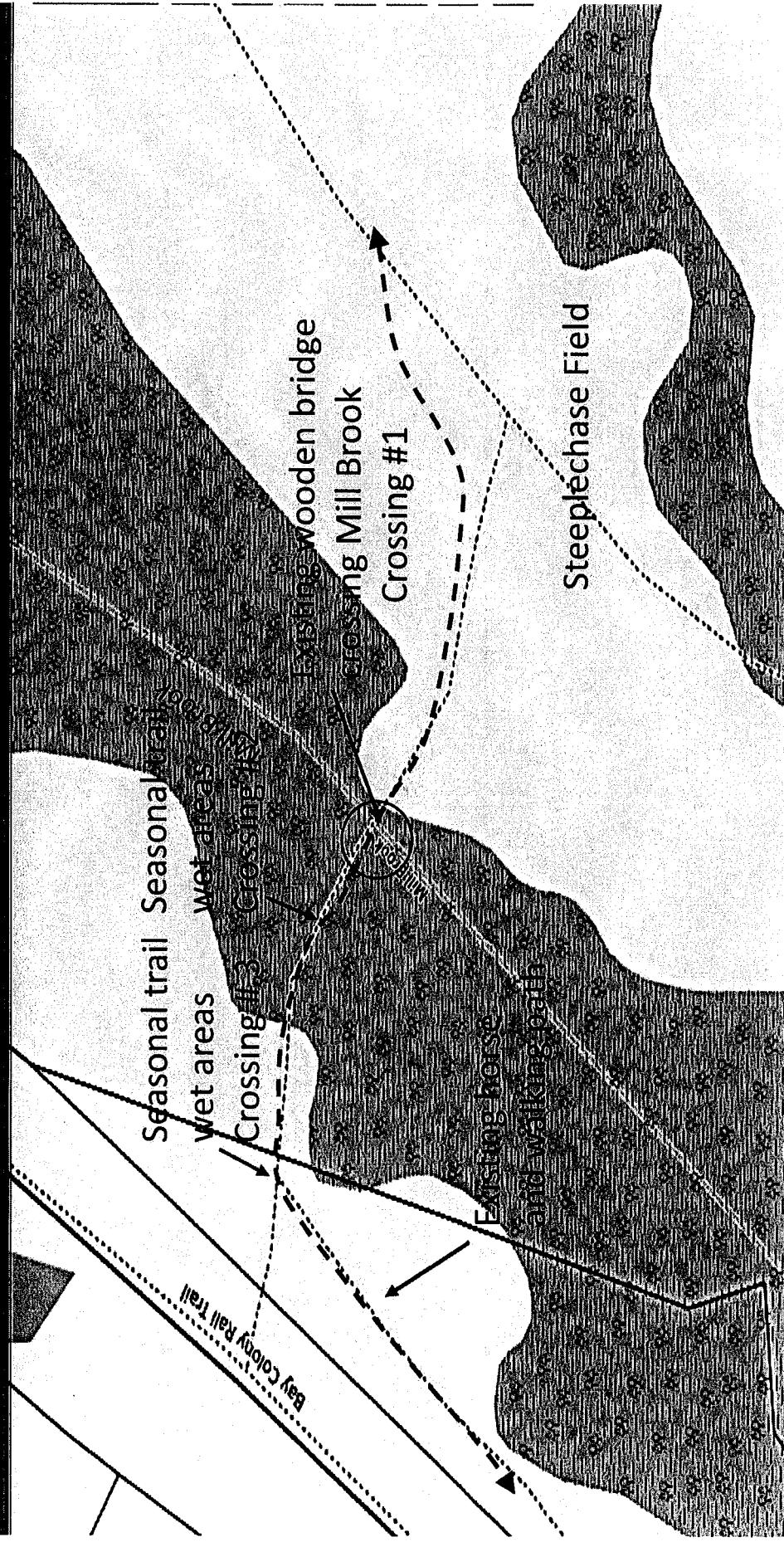
Key Issues Raised at Prior ConCom Meeting on August 4, 2022

1. Request for enhancements to compensate for wetland disturbances
2. Conditions to ensure wetland protections during and after construction
3. Concern of setting a misleading precedent

Additional Comment from horseback- riding community

4. Removing ramp at Crossing #1 would result in too large a gap for comfortable and safe riding

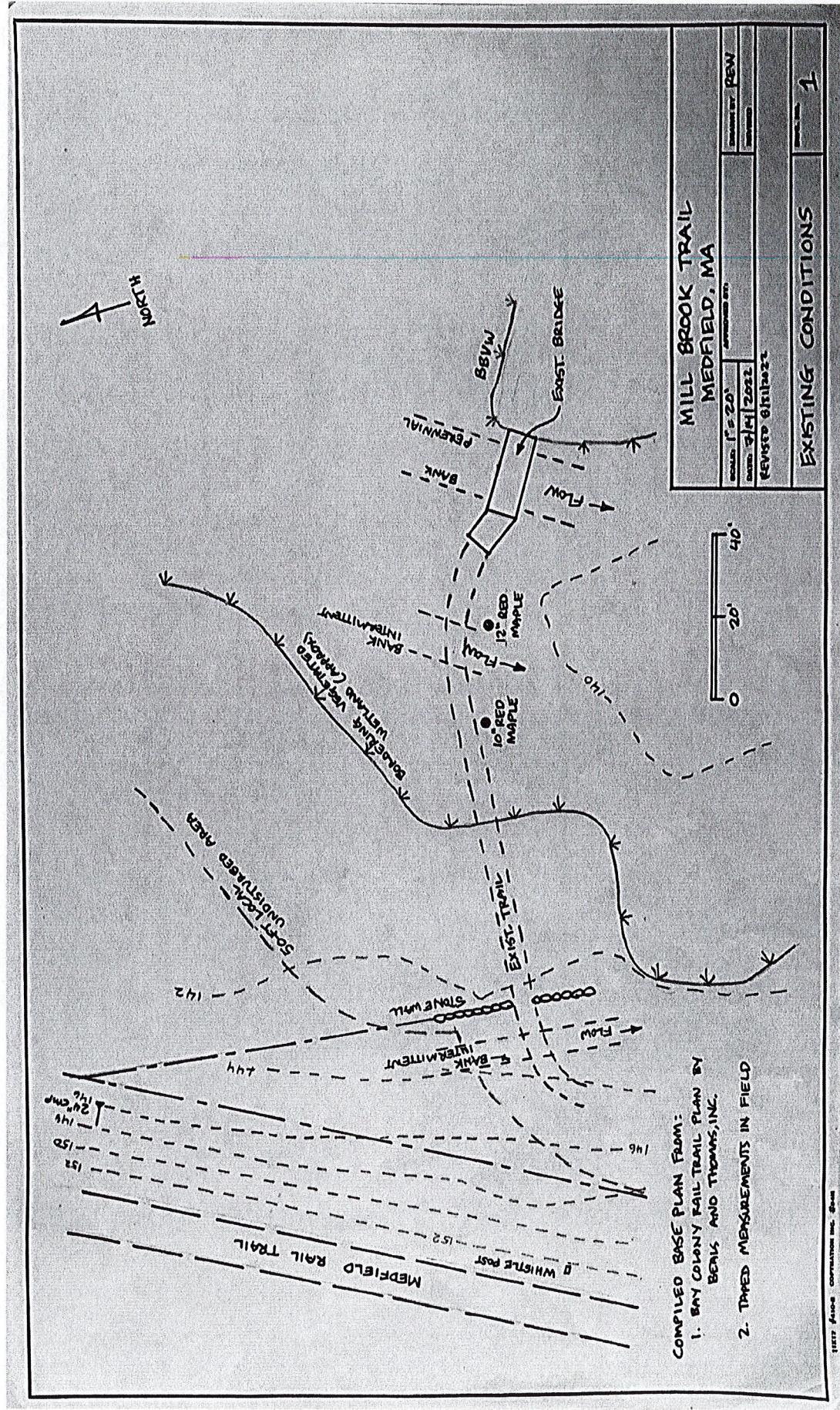
Mill Brook Crossing, Steeplechase Field, Medfield, MA



9/1/2022



Mill Brook Trail Existing Conditions





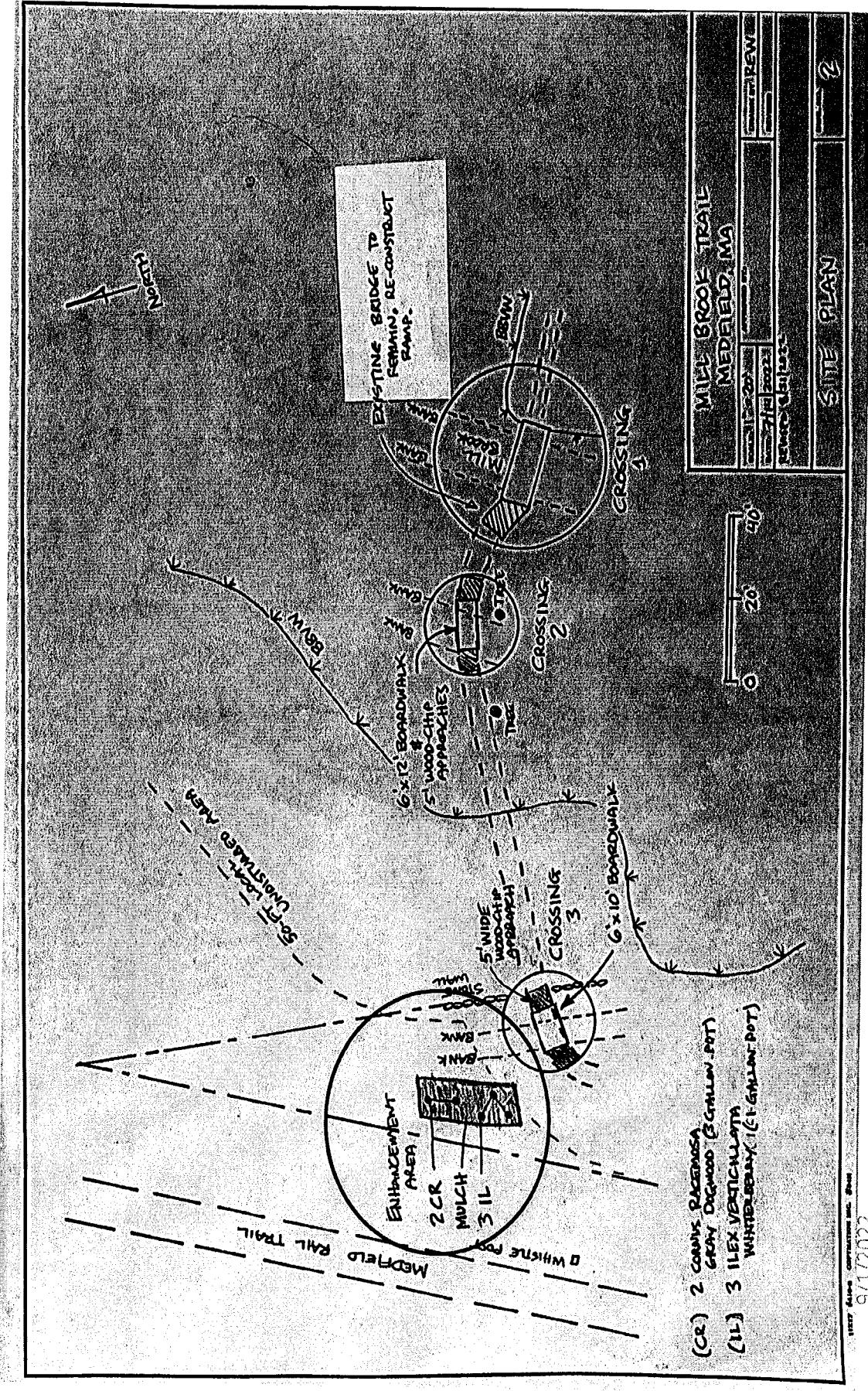
1. Request for Enhancements to Compensate for Wetland Disturbances

Response:

- Proposed enhancements in Supplemental Letter:
 - The bypass area at Crossing #2, comprising 66 sf, will be blocked off and be allowed to revegetate.
 - A mitigation area of over 300 sf will be created near Crossing #3 to improve habitat in the area.
 - Current grasses will be replaced with shrub habitat that is noted for fruiting qualities to support birds and mammals.
 - Total enhancement area proposed of about 300 sf is much more than the conservatively high estimate of 200 sf of disturbance.
- Please see revised site plan and photographs of enhancement area.

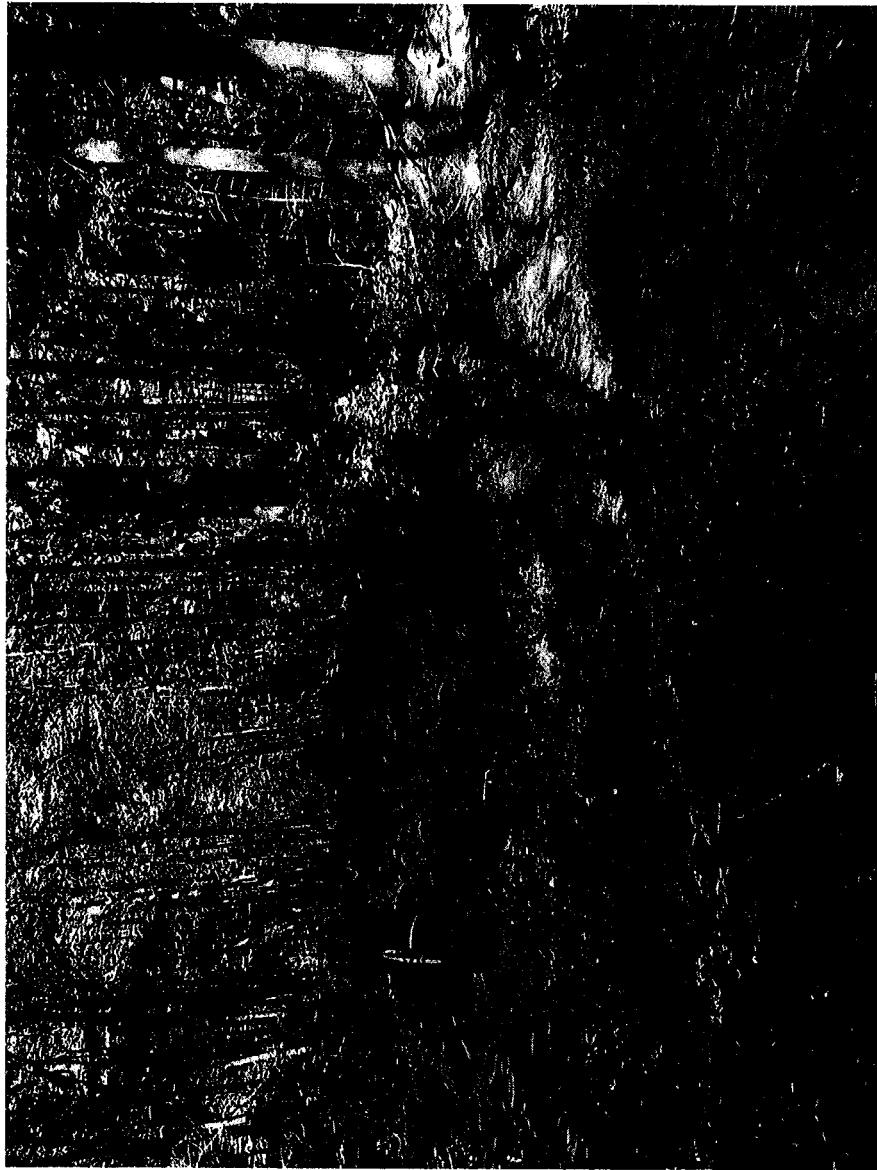


Mill Brook Trail Proposed Site Plan





Proposed Replication Area



Proposed Replication Area to Mitigate Wetland Disturbances
White flags and person indicate boundaries

9/1/2022



2. Conditions to Ensure Wetland Protections During and After Construction

Response:

- Comprehensive conditions are included in Supplemental Letter to ensure resource protection during and after construction that can be incorporated into the RDA.
- Topics covered include:
 - Material stockpiles
 - Mulch delivery
 - Erosion controls
 - Material delivery
 - Equipment refueling
 - Removal of former bridge structures
 - Removal of erratically placed boards
 - Blocking of misused paths
 - Rebuilding bridge ramp
- Elevated footbridges at Crossings #2 and #3
- Placement of enhancement plantings
- Ongoing inspection and repair of trails



3. Concern of Setting a Misleading Precedent

Response:

- Project is a public benefit as it provides access to large conservation lands and demonstrates environmentally appropriate way of crossing wetlands and streams
- Supplemental Letter provides numerous examples of projects showing much more significant projects that have been approved and completed under RDA process.
- The two minor bridges proposed in this application are entirely appropriate under the RDA process.
- Examples of other projects receiving negative RDA:
 - **Milford** - footbridge 6' by 20' over Charles River approved by negative RDA
 - **Hopkinton** - numerous trail projects and wetlands approved as negative RDAs such as bridges for Upper Charles Rail Trail
 - **Medway** - eight bridges approved negative RDAs with no mitigation required
 - **Holliston** – bridge and boardwalk projects for boy scouts approved by negative RDAs
- Project does not set a misleading precedent that can be used adversely in other proposals



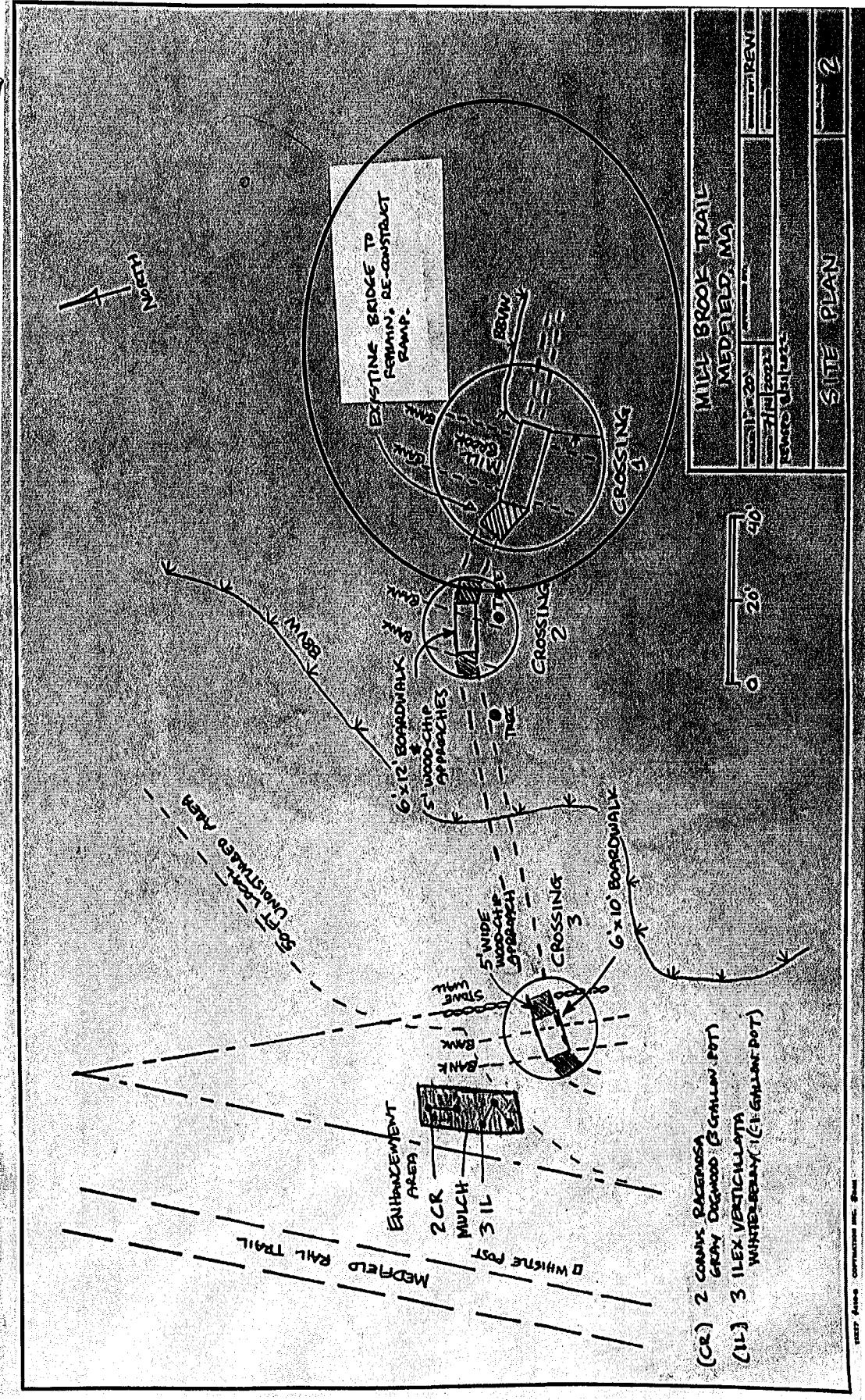
4. Removing Ramp at Crossing #1 Would Result in too Large a Gap

Response:

- Change in proposed site plan to address concern of horseback riding community by rebuilding ramp at bridge Crossing #1 in same footprint and not removing ramp as previously proposed
- See revised Site Plan



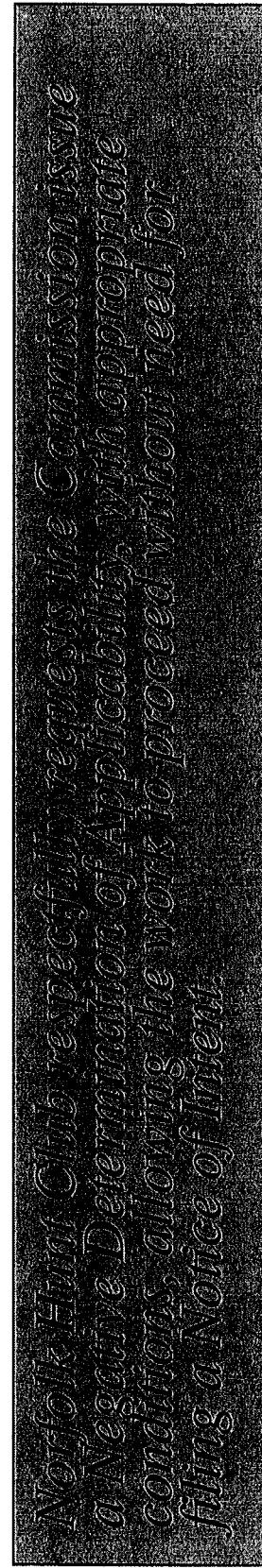
Mill Brook Trail Proposed Site Plan





Conclusions

- Project will be benefit to preservation of wetland resources and a positive example to the community of crossing protected wetlands and streams
- Work will not remove, fill, dredge, or significantly alter protected resources
- Project will be completed with no adverse impacts to Wetland Resource Areas nor the Riverfront Area
- Proposed enhancements will far exceed the current and ongoing damage that is occurring in the wetland resource areas and will provide improved habitat for wildlife with the proposed enhancements





Thank you!

Gil Rodgers

Norfolk Hunt Club
283 North Street
Medfield, MA
617-792-0583
gilrodgers1@gmail.com

Michael Taylor

Norfolk Hunt Club and
Bay Colony Rail Trail
243 North Street
Medfield, MA
508-878-6599
circa1690@aol.com

Dana Pope

Norfolk Hunt Club and
Norfolk Foundation
26 Bullard Street
Sherborn, MA
617-872-6214
dgpope@dolben.com

Wetlands professional advisor: Robert Weidknecht

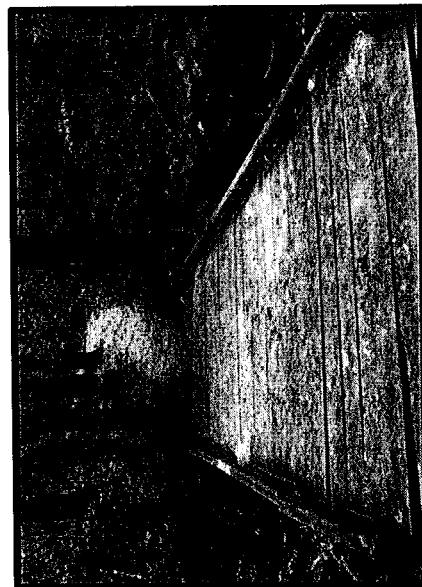


Request for Determination of Applicability: Mill Brook Trail Crossing

Supplemental Letter

Medfield Conservation Commission Public Meeting

September 15, 2022



Norfolk Hunt Club
P.O. Box 242
Dover, MA 02030



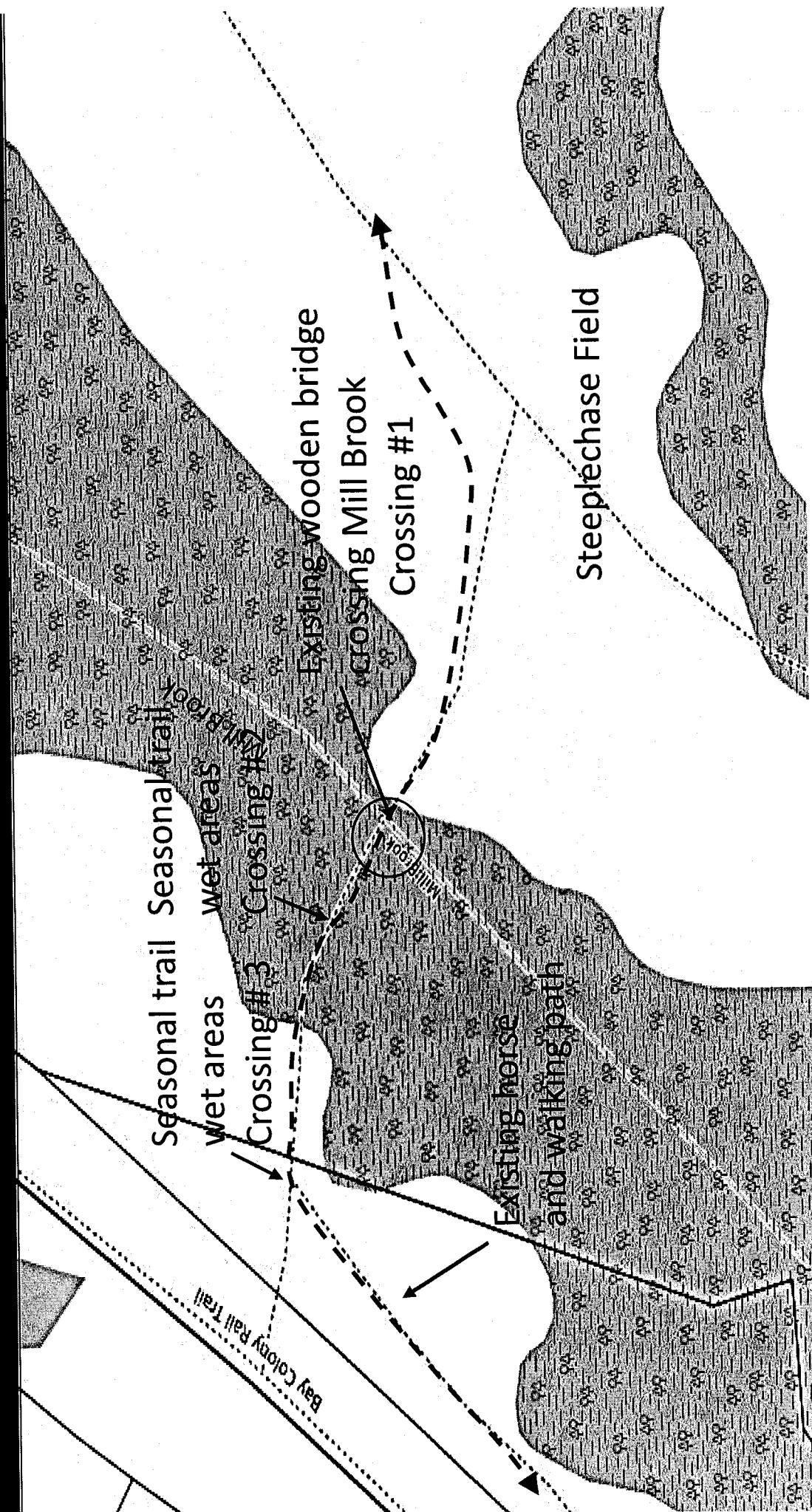
Key Issues Raised at Prior ConCom Meeting on August 4, 2022

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2. Conditions to ensure wetland protections during and after construction
3. Concern of setting a misleading precedent

Additional Comment from horseback- riding community

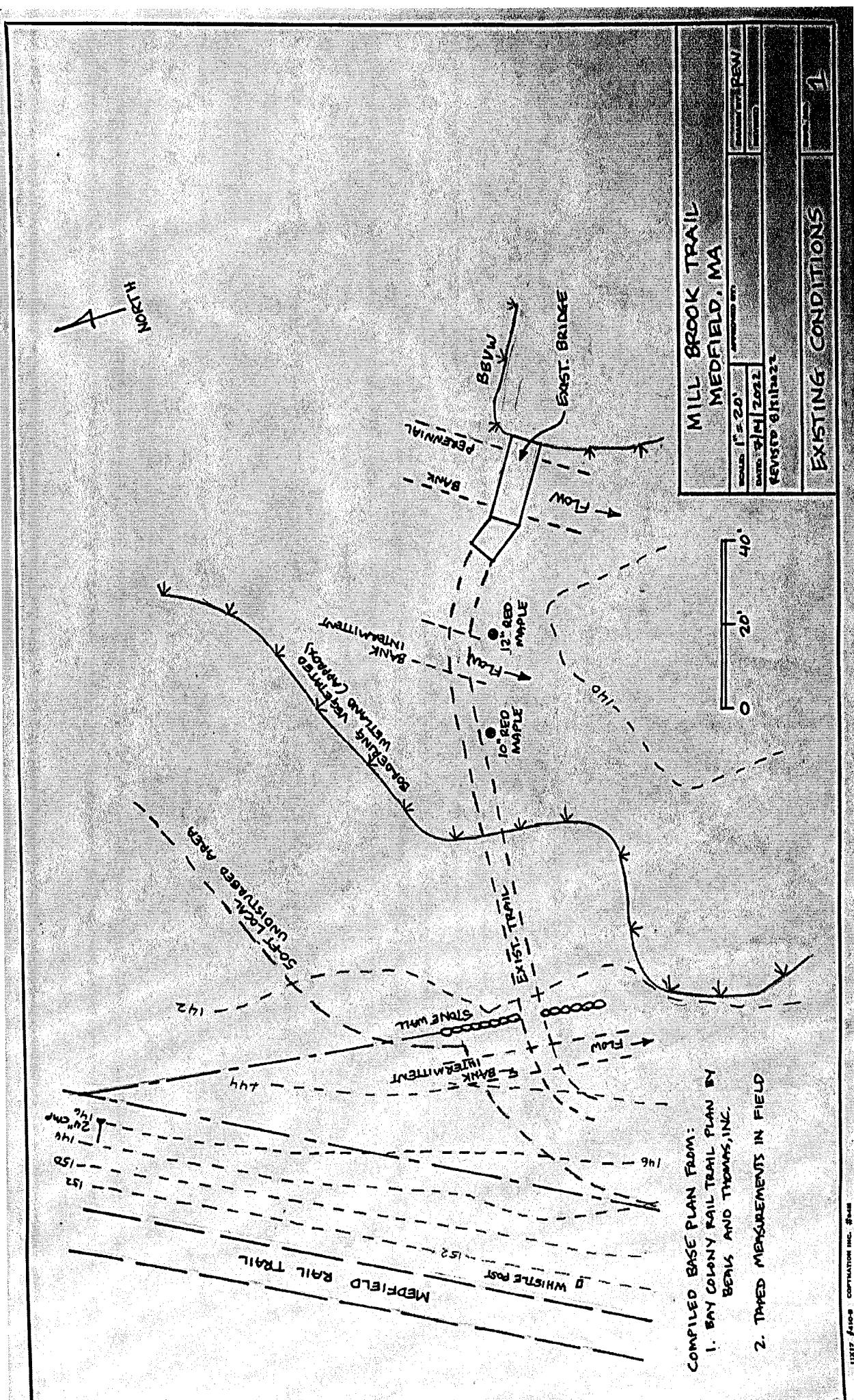
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Mill Brook Crossing, Steeplechase Field, Medfield, MA





Mill Brook Trail Existing Conditions





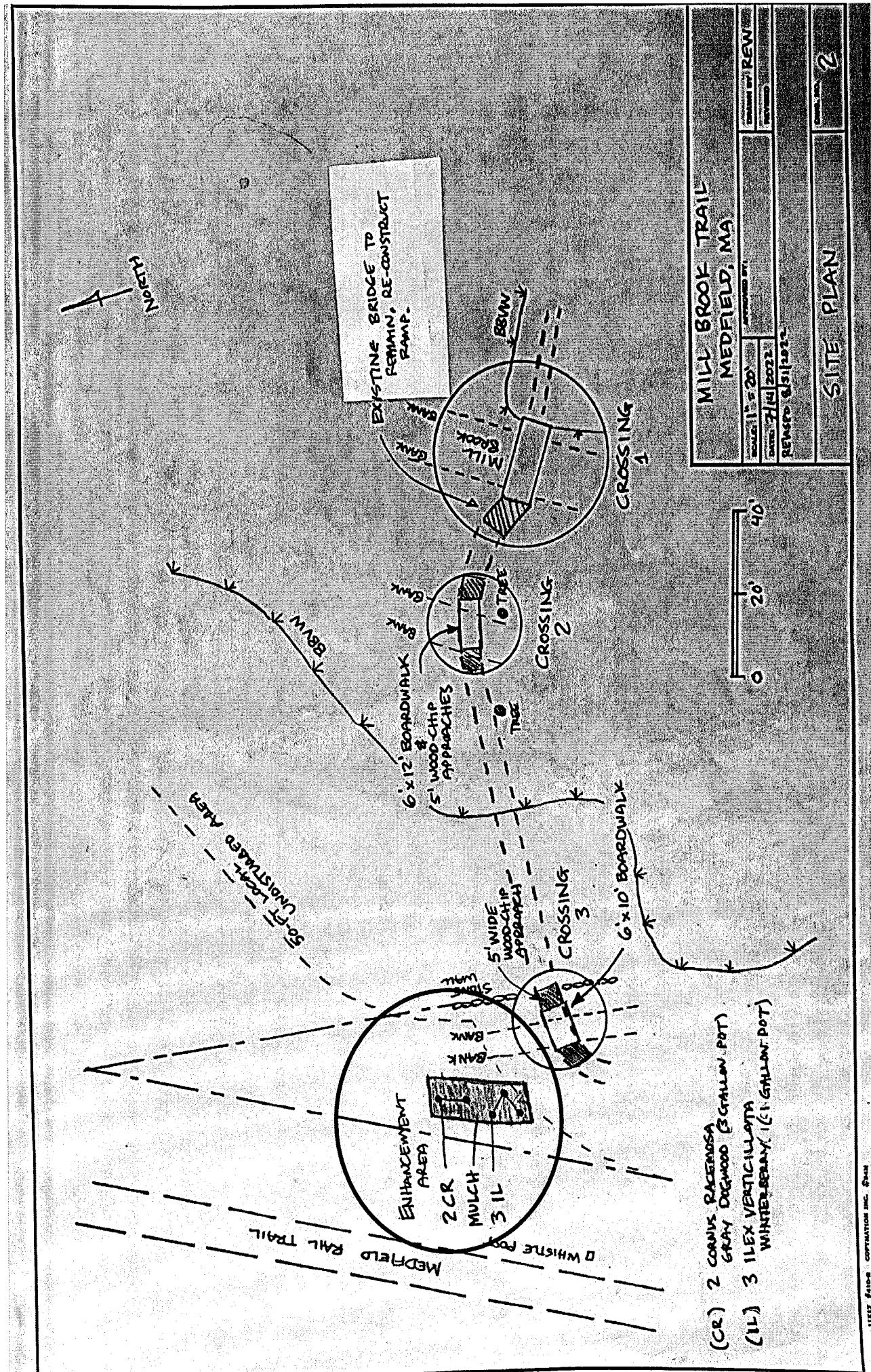
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 - The bypass area at Crossing #2, comprising 66 sf, will be blocked off and be allowed to revegetate.
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- Please see revised site plan and photographs of enhancement area.



Mill Brook Trail Proposed Site Plan



Proposed Replication Area



Proposed Replication Area to Mitigate Wetland Disturbances
White flags and person indicate boundaries



2. Conditions to Ensure Wetland Protections During and After Construction

Response:

- Comprehensive conditions are included in Supplemental Letter to ensure resource protection during and after construction that can be incorporated into the RDA.
- Topics covered include:
 - Material stockpiles
 - Mulch delivery
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 - Equipment refueling
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 - Elevated footbridges at Crossings #2 and #3
 - Placement of enhancement plantings
 - Ongoing inspection and repair of trails



3. Concern of Setting a Misleading Precedent

Response:

- Project is a public benefit as it provides access to large conservation lands and demonstrates environmentally appropriate way of crossing wetlands and streams
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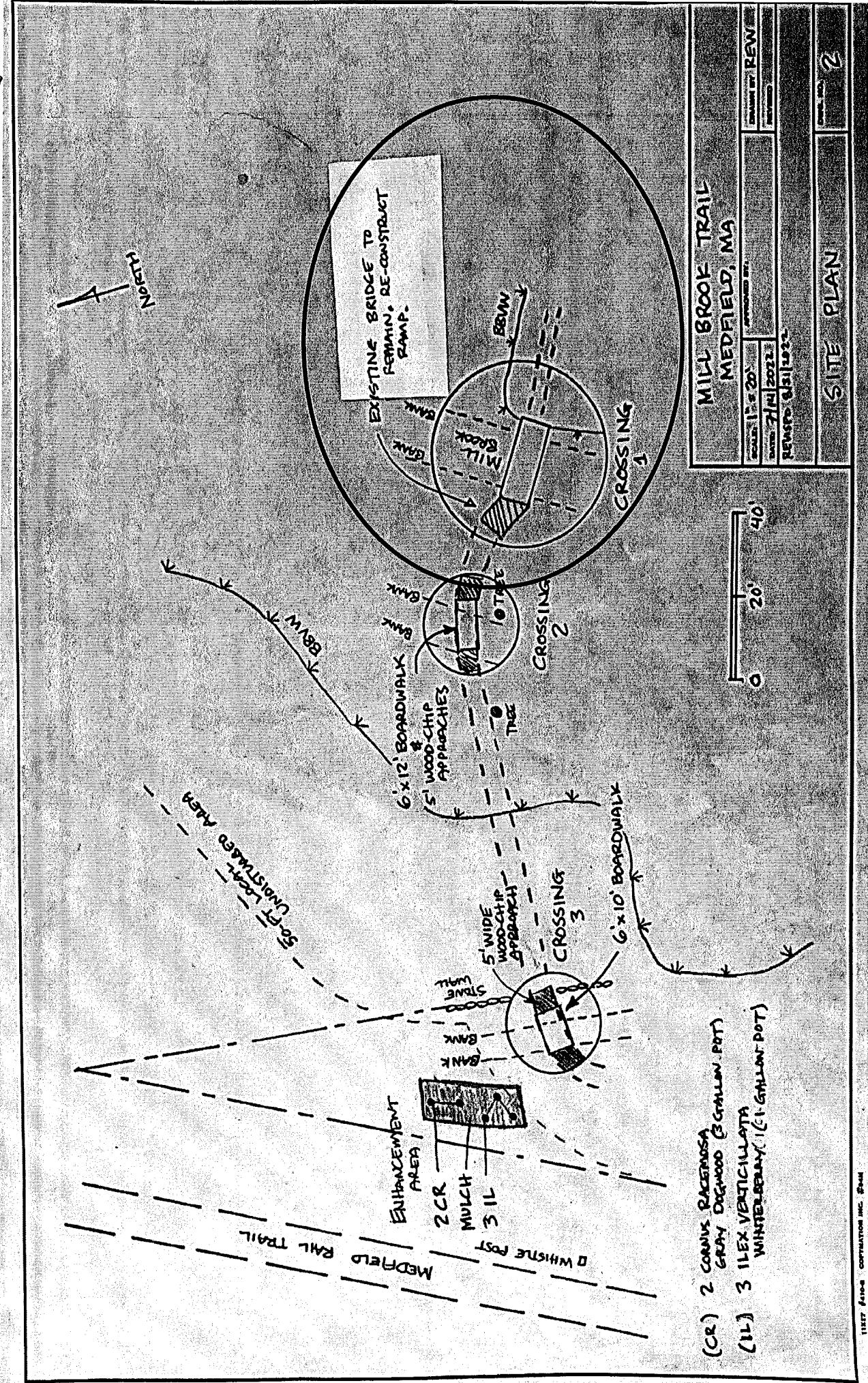
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Response:

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- See revised Site Plan



Mill Brook Trail Proposed Site Plan





Conclusions

- Project will be benefit to preservation of wetland resources and a positive example to the community of crossing protected wetlands and streams
- Work will not remove, fill, dredge, or significantly alter protected resources
- Project will be completed with no adverse impacts to Wetland Resource Areas nor the Riverfront Area
- Proposed enhancements will far exceed the current and ongoing damage that is occurring in the wetland resource areas and will provide improved habitat for wildlife with the proposed enhancements

Norfolk Hunt Club respectfully requests the Commission issue a Negative Determination of Applicability, with appropriate conditions, allowing the work to proceed without need for filing a Notice of Intent.



Thank you!

Gil Rodgers

Norfolk Hunt Club
283 North Street
Medfield, MA
617-792-0583
gilrodgers1@gmail.com

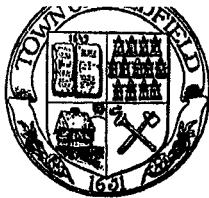
Michael Taylor

Norfolk Hunt Club and
Bay Colony Rail Trail
243 North Street
Medfield, MA
508-878-6599
circa1690@aol.com

Dana Pope

Norfolk Hunt Club and
Norfolk Foundation
26 Bullard Street
Sherborn, MA
617-872-6214
dgpopo@dolben.com

Wetlands professional advisor: Robert Weidknecht



Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009
conservationcommission@medfield.net · (508) 906-3028

October 5, 2022

HAND DELIVERY
Norfolk Hunt Club
c/o Mr. Michael Taylor
283 North Street
Medfield, MA 02052

RE: 250 North Street (Norfolk Hunt Club), Medfield, MA 02052

Dear Mr. Taylor:

Enclosed is the **original**, signed Negative Determination of Applicability for the above-referenced project. Please review pages 4 and 5 and any conditions listed for your project. If you have any questions, please contact Robert Hartzel via email at rhartzel@ceiengineers.com.

I am enclosing a **second** copy of the Negative Determination of Applicability for delivery to the property owner (Norfolk Hunt Club) as required by the WPA regulations. You should deliver this document to the owner of the Norfolk Hunt Club property and advise when this step has been completed.

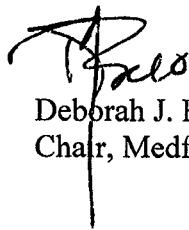
I am today delivering a copy of the Negative Determination of Applicability to the Town Administrator to satisfy the requirement that the town (as a second property owner) receive notice of the Negative Determination of Applicability. I have enclosed a copy of my transmittal letter.

The Commission also is taking the opportunity to forward a copy of the Negative Determination of Applicability to Mass DEP, Regional Office, Worcester. A copy of that transmittal letter is enclosed.

Finally, as discussed by phone today, I am delivering to the Town Administrator a copy of the Request for Determination of Applicability (RDA) and the materials (final and not drafts) submitted in support of your project. As we discussed, all applicants who submit RDAs that propose work on property owned by someone other than the applicant must submit a copy of the RDA and all supporting documents to the property owner(s) at the time of filing the RDA. I understand that your RDA and submissions were left at the Conservation Commission Office, however, it is not clear that those submissions reached the town department that has authority to permit use of the town land in question. I will make sure that the proper town office has received your documents, and I will take whatever steps necessary to assist in moving your project forward expeditiously.

Please advise if you have any questions.

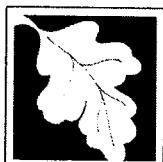
Sincerely,



Deborah J. Bero
Chair, Medfield Conservation Commission

Enc

Cc: S. Raposa (Medfield Land Use Office)
R. Hartzel (Interim ConComm Agent)
Mass DEP Central Regional Office



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

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

To: Applicant

Norfolk Hunt Club (Attn. Michael Taylor)

Name

243 North Street

Mailing Address

Medfield

City/Town

MA

State

02052

Zip Code

Property Owner (if different from applicant):

Wardner Farm Trust (Attn. Nutter, McClellan & Fish LLP)

155 Seaport Blvd.

Mailing Address

Boston

City/Town

MA

State

02210

Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

WPA Form 1 - Request for Determination of Applicability ; Cover Letter

Title

7/22/2022

Date

Supplemental Information - Request for Determination of Applicability

Title

9/1/2022

Date

Site Plans (Existing and Proposed Conditions)

Title

Revised 8/31/2022

Date

2. Date Request Filed:

7/25/2022

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 project proposes equestrian trail improvements at three locations, including replacement of a wooden ramp associated with an existing bridge crossing over North Brook (referred to as Mill Brook on the submitted plans) and construction of two small wooden bridges to span unnamed intermittent streams. Wood chip mulch will be used make it easier for horses to step up onto the bridge crossings. Project activities will occur within Bordering Vegetated Wetlands, Riverfront Area, Bordering Land Subject to Flooding, and the Medfield Wetlands Bylaw 50-foot Undisturbed Resource Area. The project will also include native shrub plantings within an adjacent restoration area. See Appendix A for Special Conditions associated with the Negative Determination of Applicability for this project.

Project Location:

250 North Street

Street Address

65

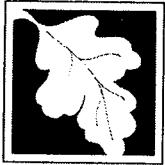
Assessors Map/Plat Number

Medfield

City/Town

001 and 006

Parcel/Lot Number



**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.)

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.

- 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.

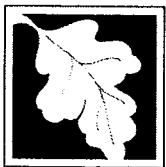
- 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.
- 4. The work described on referenced plan(s) and document(s) is within 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



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.)

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):

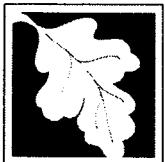
- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, 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).

- 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

October 5, 2022

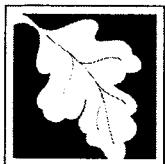
Date

by certified mail, return receipt requested on

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 <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) and the property owner (if different from the 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

C. Authorization (cont.)

Signatures:

John S. Moulton

Signature

Eliz. Karpinski

Signature

George Darrell Joff

Signature

Michael Perloff Joff

Signature

Signature

Signature

Signature

Signature

Signature

Catherine Scott

Printed Name

Robert Kennedy

Printed Name

George Darrell

Printed Name

Michael Perloff

Printed Name

Printed Name

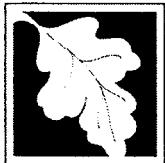
Printed Name

Printed Name

Printed Name

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 <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) 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.



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

DEP File Number:

Provided by DEP

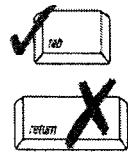
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

a. Street Address	b. City/Town, Zip
c. Check number	d. Fee amount

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



2. Person or party making request (if appropriate, name the citizen group's representative):

Name		
Mailing Address		
City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name		
Mailing Address		
City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

4. DEP File Number:

B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

DEP File Number:

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. 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.



NEGATIVE DETERMINATION OF APPLICABILITY

Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40
Medfield Wetlands Bylaw, Chapter 290

Applicant: Norfolk Hunt Club (Attn. Michael Taylor)

Project Location: 250 North Street
Medfield, MA 02052
Assessors Map/Plat #: 65 Parcel/Lot Number: 001 and 006

Property Owners: Wardner Farm Trust (Parcel 65-001)
Town of Medfield (Parcel 65-006)

Project Description:

The project proposes equestrian trail improvements at three locations, including replacement of a wooden ramp associated with an existing bridge crossing over North Brook (referred to as Mill Brook on the submitted plans) and construction of two small wooden bridges to span unnamed intermittent streams. Wood chip mulch will be used to make it easier for horses to step up onto the bridge crossings. Project activities will occur within Bordering Vegetated Wetlands, Riverfront Area, Bordering Land Subject to Flooding, and the Medfield Wetlands Bylaw 50-foot Undisturbed Resource Area. The project will also include native shrub plantings within adjacent restoration areas.

Title and Date (or Revised Date of Final Plans and Other Documents):

Document	Date
Request for Determination (RDA) of Applicability (WPA Form 1)	Signed on 7/22/2022 and 7/24/2022; Submitted to Medfield Conservation Commission on 7/25/2022
Cover Letter and Supporting Materials for RDA	7/22/2022
Supplemental Information - Request for Determination of Applicability	9/1/2022
Revised Site Plans (Existing and Proposed Conditions)	Revised 8/31/2022

Special Conditions:

General and Pre-Construction Conditions

1. All work shall conform to the above-referenced Request for Determination of Applicability and associated revised materials (Supplemental Information and Revised Plans).

2. The Applicant shall notify the Conservation Commission, in writing, 72 hours before any activity commences on the project site and shall advise the Conservation Commission of the name(s) and telephone number(s) of the person(s) responsible for compliance with this Determination. This list shall be resubmitted if any changes are made to it.
3. The Conservation Agent and members of the Commission may inspect the site at any time when the site is not in use for a scheduled Norfolk Hunt Club activity.

Construction-Phase Conditions

1. Work on the three crossings shall be completed in order of their distance from the staging area (e.g., replacement of the ramp at Crossing #1 shall be completed before work on Crossing #2 and associated transport of construction materials).
2. Materials shall be brought in from the entrance to the Norfolk Hunt Club (NHC) property on North Street between School Street and Farm Road. Materials shall be conveyed from the entrance to the designated staging/stockpile area through the upland grassed area on existing NHC trails on the property, away from any wetland resource areas. The staging /stockpile area shall be located in a grassed upland area to the east of the existing bridge at Crossing #1. The perimeter of the staging /stockpile area shall be marked by construction fence or other easily seen demarcation method.
3. Motorized vehicles and equipment shall not be permitted to enter the wetland resource areas and must stop at the staging area. Materials shall be hand delivered (e.g., via wheelbarrow) from the east side of the bridge to the three proposed Crossings.
4. All equipment shall be fueled prior to delivery to the site. No equipment may be refueled within any wetland resource area or buffer zone.
5. All debris, fill and excavated material, and remnant construction/building materials shall be removed from site. Existing wooden footbridge materials (including unpermitted structures at Crossings #2 and 3 and the existing ramp at Crossing #1) will be removed and disposed of off-site. Debris, fill, excavated material, construction material, and building material shall not be left on or near the trail boundaries overnight or on days when no work is done.
6. The proposed ramp at Crossing #1 will be located in the same footprint as the existing ramp.
7. Minor grading as needed for installation of the bridges at Crossings #2 and #3 shall be performed by hand excavation and/or shimming as needed to provide a level surface in both directions. The bridges shall be constructed to provide the minimum clearance (4-6 inches) under the structure to allow intermittent stream flow.
8. Planting in the restoration area (per the RDA Supplemental Information referenced above) shall be completed before any work on the trail is started. Plantings in the disturbed areas adjacent to Crossings #1 and #2 shall be completed before any work on the crossings is started. The southerly trail at Crossing #2 shall be blocked off with logs and flagging tape to allow restoration of vegetation in this area.

9. All enhancement plantings shall be inspected twice each year during the growing season for three calendar years after installation. Invasive materials shall be removed by hand around any enhancement plantings. Any plantings that are diseased, damaged or dead shall be replaced.
10. The Applicant shall move swiftly to control any erosion problems that occur on the site. The applicant shall notify the Commission of any observed erosion problems within 24 hours. The Conservation Commission reserves the right to require additional erosion and/or damage-prevention controls it may deem necessary or to stop work and require a remediation plan if these measures are deemed to be insufficient.
11. The Conservation Commission reserves the right to require additional conditions if it is 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.

Post-Construction Conditions

1. All enhancement plantings shall be inspected twice each year during the growing season for three calendar years after installation. Invasive species observed growing around any enhancement plantings shall be removed by hand. Any plantings that are diseased, damaged or dead shall be replaced.
2. The proposed crossing structures and adjacent trail areas shall be inspected on a yearly basis for damage or erosion. Any unauthorized new trails within wetland resource areas shall be closed with adequate blocking by logs, temporary caution tape, or other means approved by the Commission.

**FIRST AMENDMENT TO REGULATORY
AND USE AGREEMENT**

That certain “Regulatory and Use Agreement[Comprehensive Permit Rental] (the “Agreement”) executed on January 26, 2021 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development (“DHCD”), the Town of Medfield (the ‘Municipality”), and Laneco LLC, a Massachusetts limited liability company, having a mailing address at 40 Brunt Avenue, Dedham, Massachusetts 02025, and its successors and assigns (the “Developer”), regarding a Development located at 50 Peter Kristof Way in Medfield, Massachusetts, which Agreement was recorded in the Norfolk County Registry of Deeds in Book 38963, Page 494, and in Norfolk County Registry of Deeds Book 38963, Page 505(Confirmatory-Adding Legal Description to Exhibit A) and is hereby amended as follows:

Based upon a change to the Comprehensive Permit, which change was approved by the Board of Appeals for the Municipality on July 1, 2022 and recorded with the Norfolk County Registry of Deeds in Book 40702, Page 441, Section 2(c) of the Agreement is hereby amended and modified to reflect that the breakdown of affordable units, based on market demand is:

Approved Proposed

1 BR	6	8
2 BR	5	4
3BR	3	2

Total	14	14
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In all other respects, the Agreement is hereby ratified and confirmed.

Executed as a sealed instrument this ____ day of October, 2022.

LANECO LLC

By:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By:

TOWN OF MEDFIELD

By:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of October, 2022, before me the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, a Manager for Laneco LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of October, 2022, before me the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of October, 2022, before me the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, _____ for the Town of Medfield, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My Commission Expires:

REGULATORY AND USE AGREEMENT

[Comprehensive Permit Rental]

LOCAL INITIATIVE PROGRAM

January This Regulatory and Use Agreement (this "Agreement") is made this 20th day of December, 2014, 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 Laneco LLC, a Massachusetts limited liability company, having a mailing address at 40 Van Brunt Avenue, Dedham, MA 02026, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer is constructing a housing development known as "Aura at Medfield" at an approximately 4.5-acre site located at 50 Peter Kristof Way 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 8, 2020 which was recorded in the Norfolk County Registry of Deeds (the "Registry") in Book 37935, Page 584 ("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 56 rental units, of which twenty five percent (25%) (i.e. 14 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

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.

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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by 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 persons with disabilities. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

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

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

6 of the Affordable Units shall be one bedroom units;
 5 of the Affordable Units shall be two bedroom units; and
 3 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.

(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

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 MSA/HMFA/County, Developer must list all Affordable Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center). The Developer agrees to maintain for at least five years following the initial lease-up of the Development a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts as described in the AFHM Plan as approved by DHCD which may be inspected at any time by DHCD.

(i) The AFHM Plan shall designate entities to implement the 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 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

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

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

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

(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.

(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.

Upon Developer's request, amounts may also be withdrawn from the Excess Revenues Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development (the "Replacement Reserve") which may be held by a lending institution reasonably acceptable to 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 Tenants; or
- (ii) reduce rentals to Low or Moderate 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 year in excess of 20% of Developer's Equity, subject to payment of Accumulated and Unpaid Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by 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 the 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 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 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, 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.

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

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

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

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

(d) The Developer shall provide 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.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company,

any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 25 hereof.

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

10. Omitted.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by 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 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, disability, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development.

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

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the DHCD within thirty (30) days after the giving of notice to the Developer as provided herein, then at DHCD's option, and without further notice, the DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If any default, violation, or breach of any provision of this Agreement by the Municipality is not cured to the satisfaction of DHCD within thirty (30) days after the giving of notice to the Municipality as provided herein, then DHCD may either terminate this Agreement or may apply to any state or federal court for specific performance of this Agreement, or may exercise any other remedy at law or in equity or take any other action as may be necessary to correct noncompliance with this Agreement. The thirty (30) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure. Municipality, with written permission of DHCD, shall have the right to initiate and prosecute legal proceedings to enforce the terms of this agreement against Developer and any Tenant.

(b) If DHCD elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall from the date of such termination be determined solely by DHCD according to the rules and regulations then in effect.

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

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

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. DHCD intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay DHCD fees for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to DHCD a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security interest with respect thereto.

18. DHCD shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. In carrying out its obligations as a Monitoring Agent, the third party shall apply and adhere to the

standards and policies of DHCD related to the administrative responsibilities of Subsidizing Agencies. DHCD shall notify the Developer and the Municipality in the event DHCD engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by 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 D hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as 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.

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 and its successors and assigns, and DHCD and its successors and assigns, and the Municipality

and its successors and assigns until the date which is fifteen (15) years from the date of this Agreement (the "Limited Dividend Term.").

LENDER FORECLOSURE

25. The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

INDEMNIFICATION/LIMITATION ON LIABILITY

26. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless DHCD and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against DHCD or the Municipality by reason of its relationship to the Development under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of DHCD or the Municipality.

27. DHCD and the Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

28. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by the Developer hereunder, DHCD will look solely to the Developer's interest in the Development for the satisfaction of any judgment against the Developer or for the performance of any obligation of the Developer hereunder. Further, no officer, partner, manager, member, agent or employee shall have any personal liability hereunder.

CASUALTY

29. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

30. The Developer hereby represents and warrants as follows:

(a) The Developer (i) is a Massachusetts limited liability company, qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the Construction Loan, or other encumbrances permitted by DHCD).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS CONTRACT PROVISIONS

31. This Agreement may not be modified or amended except with the written consent of DHCD or its successors and assigns, the Municipality or its successor and assigns, and Developer or its successors and assigns.

32. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

33. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

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

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

36. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of 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:

Laneco LLC
40 Brunt Avenue
Dedham, MA 02026
Attention: William Lane, Jr.
Fax: (781) 461-2971

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

If to the Municipality:

Town House
459 Main Street
Medfield
Attention: Town Administrator
Fax: 508.359.6182

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.

DELEGATION BY DHCD

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:

Laneco LLC

By: Edward Coolbrith Manager

By: ED
Its manager

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

By: CDR
Its: Director

MUNICIPALITY:

TOWN OF MEDFIELD

By: SLB
Its: Chair, Select Board

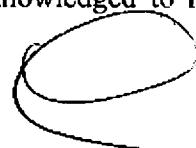
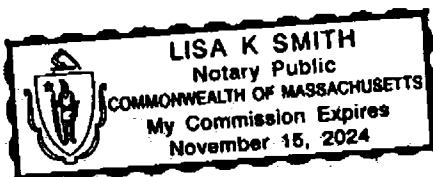
Attachments:

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk, ss.

On this 14th day of December, 2020, before me, the undersigned notary public, personally appeared Edward M Colbran, proved to me through satisfactory evidence of identification, which were MA S50672005, to be the person whose name is signed on the preceding document, as Manager of LanCo LLC [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

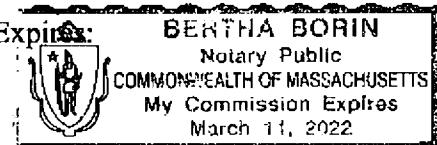
Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss.

On this 26th day of January, 2021, before me, the undersigned notary public, personally appeared Catherine Racer, 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 Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Bertha Borin
Notary Public
Print Name:
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk, ss.

On this 8 day of January, 2010, before me, the undersigned notary public, personally appeared Oster Petersen, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, as the Town Manager for the City/Town of Medfield, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Marion Bonoldi
 Notary Public
 Print Name: MARION BONOLDI
 My Commission Expires: 3/14/2025

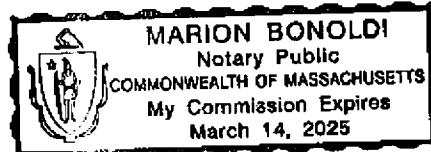


EXHIBIT A

LEGAL DESCRIPTION

See Metes and Bound Description Attached

LEGAL DESCRIPTION

50 PETER KRISTOFF WAY

THE LAND IN MEDFIELD, NORFOLK COUNTY, MASSACHUSETTS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHERLY CORNER OF THE PROPERTY ON THE NORTHERLY SIDELINE OF PETER KRISTOFF WAY, SAID POINT BEING AN IRON PIPE TO BE SET, THENCE;

RUNNING ALONG THE NORTHERLY SIDELINE OF PETER KRISTOFF WAY S 89°-01'-17" W, FOR A DISTANCE OF 1.68 FEET TO A POINT OF CURVATURE, THENCE;

RUNNING ALONG THE NORTHERLY SIDELINE OF PETER KRISTOFF WAY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, FOR A DISTANCE OF 159.39 FEET TO A POINT OF TANGENCY, THENCE;

RUNNING ALONG THE NORTHERLY SIDELINE OF PETER KRISTOFF WAY N 37°-15'-28" W, FOR A DISTANCE OF 207.57 FEET TO A POINT OF CURVATURE, THENCE;

RUNNING ALONG THE NORTHERLY CORNER ROUNDING OF PETER KRISTOFF WAY AND WEST STREET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 40.00 FEET, FOR A DISTANCE OF 61.57 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;

RUNNING ALONG THE SOUTHEASTERLY SIDELINE OF WEST STREET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3,600.00 FEET, FOR A DISTANCE OF 211.99 FEET TO A POINT OF TANGENCY, THENCE;

RUNNING ALONG THE SOUTHEASTERLY SIDELINE OF WEST STREET N 54°-19'-22" E, FOR A DISTANCE OF APPROXIMATELY 352 FEET TO A POINT AT THE CENTERLINE OF TURTLE BROOK, THENCE;

TURNING AND RUNNING ALONG THE CENTERLINE OF TURTLE BROOK FOR A DISTANCE OF APPROXIMATELY 290 FEET; THENCE;

TURNING AND RUNNING S 41°-33'-30" W, FOR A DISTANCE OF APPROXIMATELY 146 FEET TO A POINT, THENCE;

TURNING AND RUNNING S 45°-01'-58" W, FOR A DISTANCE OF 53.50 FEET TO A POINT, THENCE;

TURNING AND RUNNING S 42°-52'-08" W, FOR A DISTANCE OF 331.31 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO DESCRIBE THE PROPERTY BOUNDARIES OF THE LAND KNOWN AS 50 PETER KRISTOFF WAY.

APPENDIX A
RENT SCHEDULE (INITIAL)

Re: **Aura at Medfield**
(Development name)
Medfield MA
(City/Town)
Laneco LLC
(Developer)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowances</u>
Studio Units	NA	NA
One-bedroom Units	\$1,804	\$0
Two-bedroom Units	\$2,166	\$0
Three-bedroom Units	\$2,503	\$0
Four-bedroom Units	NA	NA

APPENDIX B
FEES PAYABLE TO DHCD

During the term of this Agreement, the Developer shall pay to DHCD a Monitoring Fee of \$30.00 per month for each Affordable Unit (14 units) with a maximum annual fee of \$4,000.00. The Developer shall make each such payment to DHCD within ten (10) days of the end of the calendar year.



September 26, 2022

Medfield Select Board
Town House
459 Main Street
Medfield, MA 02052
c/o Kristine Trierweiler

Dear Medfield Board of Selectmen:

On behalf of our two clients, Medfield Meadows and Medfield Hillside Village, we are requesting your approval of increases to affordable rents for these properties, in line with their Regulatory Agreements, the HUD-published 2022 income limits, and DHCD's August 22, 2022 Notice on Rent Increases for LIP/LAU Projects ("Guidance") (provided to Ms. Trierweiler along with this letter).

As you may be aware, for affordable units such as these built under LIP/LAU, rents are established when marketing for the lottery starts. Afterwards, in April of each year when HUD publishes the income limits for the current year, we calculate the affordable rents for the properties we work with in line with the HUD income limits, and request approval of the rents from the relevant municipality. Up until April of 2020, annual rent increases were quite standard for the majority of properties we work with.

But, due to the onset of the coronavirus pandemic in April of 2020, DHCD announced that they would not approve of any rent increases for 2020. Then again in April of 2021, DHCD continued to not permit any rent increases. It was not until November of 2021 that DHCD finally announced that it would once again resume approving rent increases for affordable units for properties where their approval of rents was required, albeit in a more limited fashion.

Specifically, in November of 2021, DHCD said that *current* tenants' rents could be increased by up to 5% upon lease turnover, and *brand new* tenants could have their rents set at the maximum 2021 amount (provided the property was willing to sign a document called an Owner Agreement). In line with that directive, we submitted a request to this Board for approval of an increase in rents for these properties, however, that request was denied in full (so no change to rents for existing or new tenants).

In consequence, these properties are still using affordable rents that are tied to the 2019 HUD income limits. They have not been permitted any rent increases in the last 3+ years.

More specifically, their current 2019 rents are as follows:

Medfield Meadows:

1BR	2BR	3BR
\$1,660	\$1,825	\$2,002

Medfield Hillside Village:

1BR	2BR	3BR
\$1,714	\$1,923	\$2,129

The 2022 rents for these properties, strictly according to the HUD income limits, would be as follows:

Medfield Meadows:

1BR	2BR	3BR
\$2,085	\$2,291	\$2,496

Medfield Hillside Village:

1BR	2BR	3BR
\$2,135	\$2,387	\$2,640

Admittedly, these represent pretty substantial increases from the current 2019 in place rents, so a more limited increase may be well warranted. I think the questions for the Board are:

- (a) Does it approve 2022 rents in full and caution the properties about not implementing them in full (which is what the Guidance urges) or
- (b) Does it only approve a more limited increase in rents, and if so, how much of an increase
- (c) Does it establish different rents for existing tenants than for brand new applicants. This was the approach DHCD took in late 2021 and may still be relevant now. In late 2021, DHCD said that current tenants' rents could only be increased by 5%, whereas brand new tenants could have their rents set at the full amount. If the Board does select this Option, it may consider something larger than a 5% increase for current tenants, given that some tenants may not have seen a rent increase in years.

As always, SEB can be available if there are questions about this.

Sincerely,

David Cashman



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT: Medfield 2022-09

STATE CONTRACT # (if applicable) _____

This Contract is made this 11th day of October, 2022 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 Shady Tree Landscaping & Irrigation, Inc with a usual place of business at 674 Pleasant Street, Norwood, MA 02062 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform landscaping services, hereinafter referred to as the "Program" 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 Quotation 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 fall clean up 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. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
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: October 11, 2022 through December 31, 2022.

6. **Payment for Work:** The Town shall pay the Contractor based on the written quotation submitted to the Town of Medfield on September 27, 2022 (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.** In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the landscaping industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
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.

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

(Contractor)

Board of Selectmen

By: Chayn W. B.

Title: President

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:

Gregory W. Kay
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Gregory W. Ray, authorized signatory for
name of signatory

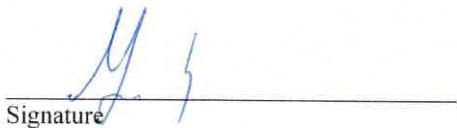
Shady Tree Landscaping & Irrigation, Inc., whose
name of contractor

principal place of business is at 674 Pleasant St. Norwood MA 02062,
does hereby certify under the pains and penalties of perjury that

Shady Tree Landscaping & Irrigation, Inc. has paid all
name of contractor

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



10/7/2022
Date

CLERK'S CERTIFICATE

Shady Tree Landscaping & Irrigation, Inc.

Action of Shareholders

Written Consent

October __, 2022

The undersigned, being the Shareholders of Shady Tree Landscaping & Irrigation, Inc., 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, Gregory W. Iby 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 October 6, 2022.

My
Clerk of Corporation

SEAL



Town of Medfield

Request for Written Quotations

Fall clean up services at the former Medfield State Hospital

General Information

- A. The Town of Medfield is seeking written quotations for fall clean up services for the former Medfield State Hospital, Hospital Road, Medfield, MA 02052.
- B. The Town of Medfield reserves the right to reject any and all written quotations, waive informalities, and award contracts in the best interest of the Town.
- C. Contracts are subject to the approval of the Board of Selectmen.
- D. The Town reserves the right to: request additional information from applicants about experience and ability to complete the scope of services, to interview applicants, and to check references identified by any applicant or associated with any previous contract with any applicant.
- E. The Town will select the responsive and responsible applicant submitting the most advantageous proposal, taking into consideration the applicant's related experience, references, and written quotation.

The contractor must be able to meet the following requirements:

1. Successful contractor must be able to commence work immediately.
2. All bidders shall have in their possession sufficient equipment in order to satisfactorily complete all work that is required under this contract.
3. The proposal fee shall include all labor, materials, travel, insurance, and all other necessary expenses to fulfill the conditions of the contract.
4. The proposal must be signed by an individual authorized to enter into a contract with the Town. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm", use the term "doing business as _____," or "Sole Owner."
5. The contractor to whom the contract is awarded will be required to execute the Town's standard contract within ten (10) days from the date that they are notified of the award. In case of failure to do so, they will be considered as having abandoned the contract.
6. The contractor shall comply with the Town's Standard Contract, enclosed as Attachment E. Any requests for changes to the Standard Contract must be submitted with the written quotations. The Town reserves the right to reject any and all requests for alterations to the Town's Standard Contract.

Project Description

1. Fall clean-up services will include removal of fallen branches, sticks, and leaves. On site leaf composting will be available. Brush shall be removed, but can be brought to the Medfield Transfer station.
2. Please see Attachment B - Map for Grounds Maintenance Services at the former Medfield State Hospital for leaf clean-up areas included in this project.
3. Trained personnel using current, acceptable horticultural and lawn care practices shall perform all landscape maintenance and land management services.
4. All areas to be inspected by the Contractor before work and confirmed by the Town.
5. Any work performed in addition to which is outlined herein shall be done only upon written approval by the Town of Medfield through the Town Administrator, or Director of Public Works.
6. During landscape operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe

manner to ensure the safety of the Contractor's employees, the Town employees and the general public.

7. Any damage to private property caused by the Contractor shall be repaired or replaced at the Contractor's expense.
8. All staging and refueling of equipment must be done in the front parking lot at the entrance from Hospital Road.
9. The Town reserves the right to adjust the contractor's schedule to accommodate events or activities on site.

Attachment A

Bid Sheet

Duration of Contract: October 2022 to December 2022

Fall clean up services at the Medfield State Hospital Campus, as identified on the Map for Grounds Maintenance Services (Attachment B). Low prices will be determined by Fall Clean Up total quotation.

Total Quotation Fall Clean Up \$_____

Option 1: Hourly Rate for Additional Services \$_____

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: _____
(print name)

Signed: _____

Contact Person (Name and Title): _____

Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

Attachment B

Map for Fall Clean Up Services at the former Medfield State Hospital

The Town of Medfield has identified the land area that is subject to the request for written quotes as outlined in red on the map below.



Attachment C

Certificate of NonCollusion

The undersigned certifies under the penalties of perjury that this bid has been made and submitted 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.

Signature of person submitting
contract/bid

Date

Name of Business

Attachment D

Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Social Security Number or
Federal Identification Number*

*Signature of Individual or Corporate
Name*

Corporate Officer (if applicable)

Attachment A

Bid Sheet

Duration of Contract: October 2022 to December 2022

Fall clean up services at the Medfield State Hospital Campus, as identified on the Map for Grounds Maintenance Services (Attachment B). Low prices will be determined by Fall Clean Up total quotation.

Total Quotation Fall Clean Up

\$ 21,80 00

Option 1: Hourly Rate for Additional Services

\$ 95,00

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: Gregory W. Key
(print name)

Signed: M. W. K.

Contact Person (Name and Title):

Gregory W. Key

Company Name:

Shady Tree Landscaping & Irrigation, Inc.

Address:

674 Pleasant St. Norwood MA 02062

Telephone:

508-527-0862

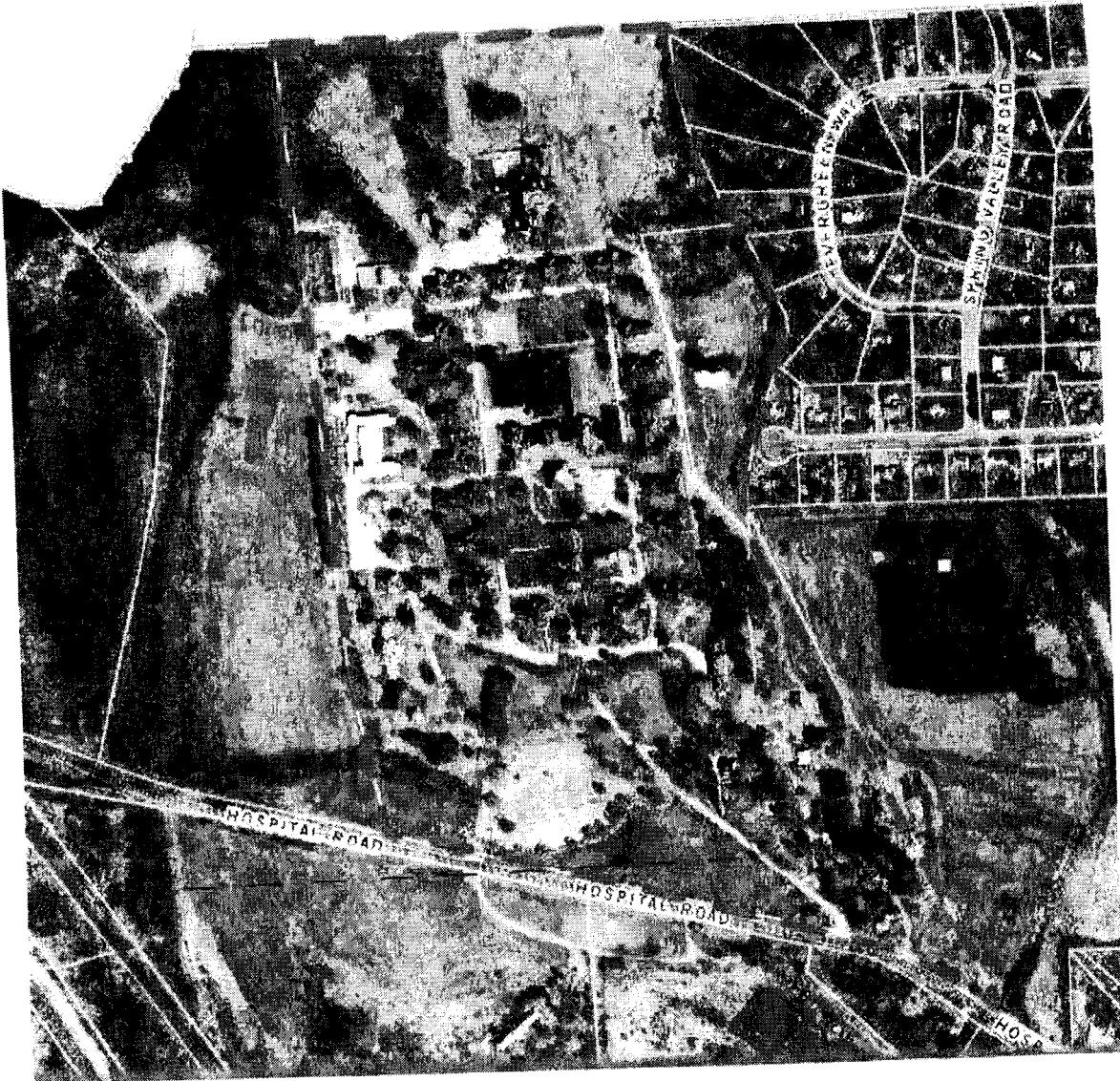
E-mail:

Greg@ShadyTreeLandscaping.com

Attachment B

Map for Fall Clean Up Services at the former Medfield State Hospital

The Town of Medfield has identified the land area that is subject to the request for written quotes as outlined in red on the map below.

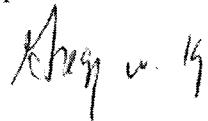


Attachment C

Certificate of NonCollusion

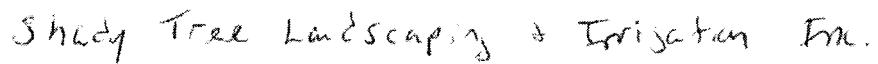
The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club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

Signature of person submitting
contract/bid



Date 9/26/2022

Name of Business



Attachment D

Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or

Federal Identification Number



*Signature of Individual or Corporate
Name*

Shady Tree Landscaping & Irrigation, Inc.

Corporate Officer (if applicable)

John W. 'B'



MIIA HEALTH BENEFITS TRUST
Renewal Proposal 1/1/2023 - 12/31/2023
Medfield

MONTHLY CONTRIBUTION RATES				
PRODUCTS	CURRENT	RENEWAL		
	RATES	RATES	INCREASE	
Medex 2	Medex 2	\$169.27	\$170.53	0.74%
	Blue Med Rx	\$170.61	\$169.35	-0.74%
	Total	\$339.88	\$339.88	0.00%

Please return signed renewal confirmation no later than 11/1/22.

Blue Medicare Rx rates represent PDP Option 26 (\$10/\$20/\$35 RX, 2x MO).

Renewal rates are based on continuing the current enrollment level.

Signature for Acceptance of Rates	Title	Date
Print Name		



MASSACHUSETTS

Blue MedicareRx (PDP)

CHANGES TO YOUR 2023 BLUE MEDICARERx FORMULARY (DRUG LIST)

Beginning January 1, 2023, your prescription drug coverage will change. Please review the following list to see if any of the medications you take will change tiers or will no longer be covered.

COMPARISON OF 2022 TO 2023 SELECT FORMULARY

3-Tier Select Formulary		
Medication Name	2022	2023
CLOBETASOL PROPIONATE	Tier 2	Tier 3
HYDROXYZINE HYDROCHLORIDE	Tier 1	Tier 2
SOLIFENACIN SUCCINATE	Tier 2	Tier 3
OLANZAPINE	Tier 1	Tier2
TIADYLT ER	Tier 1	Tier 2
FELODIPINE ER	Tier 1	Tier 2
DILTIAZEM HCL ER	Tier 1	Tier 2
BETAMETHASONE D	Tier 1	Tier2

2-Tier Select Formulary		
Medication Name	2022	2023
TAZTIA XT	Tier 1	Tier 2
HYDROXYZINE HYDROCHLORIDE	Tier 1	Tier 2
TRIMETHOPRIM	Tier 1	Tier 2
OLANZAPINE	Tier 1	Tier2
TIADYLT ER	Tier 1	Tier 2
FELODIPINE ER	Tier 1	Tier 2
DILTIAZEM HCL ER	Tier 1	Tier 2
BETAMETHASONE D	Tier 1	Tier2

Medications Not Covered (Ask your provider for a covered alternative)*

LUMIGAN	DEXLANSOPRAZOLE	MOEXIPRIL HCL	STELARA
VERAPAMIL ER/SR CAPSULES	FAMCICLOVIR	CLINDAMYCIN GEL 1%	ENTERIC COATED NAPROXEN

*This list isn't all-inclusive, and formulary changes can occur throughout the year.

Independent Licensee of the Blue Cross and Blue Shield Association.

(continued)

If you have questions about your Blue MedicareRx plan or changes to the formulary, please call Customer Care at 1-888-543-4917, 24 hours a day, 7 days a week. TTY/TDD users, call 711.

Blue MedicareRx (PDP) is a Prescription Drug Plan with a Medicare contract. Blue MedicareRx Value Plus (PDP) and Blue MedicareRx Premier (PDP) are two Medicare Prescription Drug Plans available to service residents of Connecticut, Massachusetts, Rhode Island, and Vermont. Coverage is available to residents of the service area or members of an employer or union group and separately issued by one of the following plans: Anthem Blue Cross® and Blue Shield® of Connecticut, Blue Cross Blue Shield of Massachusetts, Blue Cross & Blue Shield of Rhode Island, and Blue Cross and Blue Shield of Vermont. Anthem Insurance Companies, Inc., Blue Cross and Blue Shield of Massachusetts, Inc., Blue Cross & Blue Shield of Rhode Island, and Blue Cross and Blue Shield of Vermont are the legal entities which have contracted as a joint enterprise with the Centers for Medicare & Medicaid Services (CMS) and are the risk-bearing entities for Blue MedicareRx (PDP) plans. The joint enterprise is a Medicare-approved Part D Sponsor. Enrollment in Blue MedicareRx (PDP) depends on contract renewal. This information is not a complete description of benefits. Call Customer Care for more information. For residents of Connecticut: **1-888-620-1747**; Massachusetts: **1-888-543-4917**; Rhode Island: **1-888-620-1748**; Vermont: **1-888-620-1746**. TTY users call: **711**.

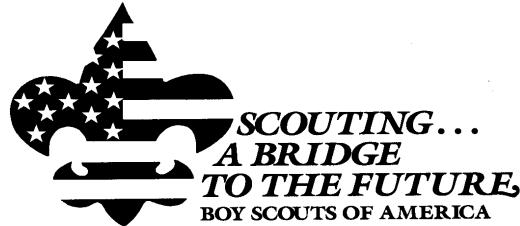
ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-800-200-4255** (TTY: **711**).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para **1-800-200-4255** (TTY: **711**).

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56 Wood End Lane
Medfield, MA 02052

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052



**Boy Scout Troop 89, Medfield, MA 02052
Chartered by American Legion Post 110, Medfield, MA**

September 26, 2022

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Dear Mr. Murby, Ms. Murphy, and Mr. Peterson,

This letter is a request for permission for Boy Scout Troop 89 to place a sign at the town Transfer Station to announce our annual Christmas Tree Pick-Up & Recycling Program and to use trailers and large trucks to transport the trees to the Transfer Station for recycling. This recycling event will be the 26th year of our program. Last year we collected trees from over 600 families in town, providing a tremendous boost to our fund-raising efforts and a valuable service to the community. Christmas Tree pickups fund Troop 89, without this source of funding, there will be a significant impact on scouting in Medfield.

We are looking at the following dates in hopes of providing recycling pick-up services, and while we may not need all the days, we would like to ask if could get approval for the following dates to utilize the Medfield Transfer Station please:

Saturday, December 31st
Monday, January 2nd
Saturday, January 7th
Sunday January 8th
Saturday January 14th
Sunday January 15th

Many thanks to you all and to Ms. Trierweiler for your support of this community service by the Boy Scouts of Troop 89, Medfield.

Respectfully,

Kimberly and Tim Gargano
Medfield Boy Scout Troop 89
56 Wood End Lane
Medfield, MA 02052
cc: Ms. Kristine Trierweiler, Town Administrator

October 5, 2022

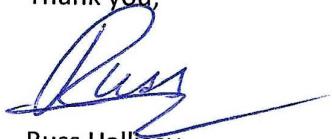
Board of Selectmen
459 Main Street
Medfield, MA 02052

Re: Block party – Ledgetree Road – Saturday, October 15th

Dear Selectmen:

Request is made for a block party on Ledgetree Road in the 11 Ledgetree Road area on Saturday, October 15th, with the road closing from 3pm to 7pm.

Thank you,



Russ Hallisey
11 Ledgetree Road

Informational



TOWN OF MEDFIELD
459 MAIN ST
MEDFIELD, MA 02052
3 HAWTHORNE DR

66-119
LUC: 931

TOWN OF MEDFIELD

BOARD OF APPEALS ON

459 Main Street
Medfield, MA 02052

ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Wednesday, October 12, 2022, via **Zoom** to hear the following petition(s):

ABUTTER →

- **Catherine and John Briedis (applicants/owners)** seek a special permit under MGL Chpt. 40A §9 and/or Medfield Zoning Bylaw §300-9.1.C.(2) and/or a finding under MGL Chpt 40A §6 for the proposed work consisting of installation of an in-ground swimming pool to further exceed maximum lot coverage. The property is located at 8 Walden Court; Assessors' Map 66 Lot 092; RT Zoning District (Open Space Residential Development); no aquifer overlay.
- **Medfield Holdings LLC/Atty James Murphy (applicant) and Ronald Lindblad (owner)** (per Norfolk Probate Court Docket # NO22P1888EA) seek a special permit under MGL Chapter 40A §9 and/or Medfield Zoning Bylaw §300-9.1.C.2. and the Table of Area Regulations referenced in §300-6.2 and 6.3 of the Zoning Bylaw as well as §300-14.10 that the proposed work consisting of demolition of the existing dwelling and construction of a new single-family dwelling will not be substantially more detrimental to the neighborhood than the existing nonconforming nature; and/or a variance from Chapter 300 Attachment 2&3. The property is located at 4 Evergreen Way; Assessors' Map 80, Lot 011; RT Zoning District with no aquifer overlay.

***This meeting will be held remotely on Zoom.** Instructions to view or listen to the meeting are included on the meeting agenda on the Town's website. All town boards and other interested parties wishing to be heard should appear at the time and place designated. The applications and plans may be viewed on the ZBA's webpage on the Town's website at www.town.medfield.net.

John J. McNicholas, Chair
Board of Appeals on Zoning

HOMETOWN WEEKLY

- September 23, 2022
- September 30, 2022

Most applications and plans are available on the Town's website:

www.town.medfield.net > Boards and Committee > Zoning Board of Appeals

Questions? Comments? Contact Sarah Raposa, Town Planner: (508) 906-3027 or sraposa@medfield.net

Note: Applications may be heard out of order at the Board's discretion

ZOOM INFORMATION

Join from a PC, Mac, iPad, iPhone or Android device:

[https://medfield-](https://medfield-net.zoom.us/j/83159768365?pwd=T25lc1FieUF0WmJTaGtTOVRWVmYrQT09)

[net.zoom.us/j/83159768365?pwd=T25lc1FieUF0WmJTaGtTOVRWVmYrQT09](https://medfield-net.zoom.us/j/83159768365?pwd=T25lc1FieUF0WmJTaGtTOVRWVmYrQT09)

Passcode: 164161

The Zoom link is also available on the Town's website (under "Calendar" or "Agenda Center")

There will be a distinct portion of the meeting for public comments on cases. Use the raise hand or Q&A feature as directed during the meeting. Or join by phone: Dial (for higher quality, dial a number based on your current location):

**+1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833
or +1 253 215 8782 or +1 346 248 7799**

Webinar ID: 831 5976 8365 / Passcode: 164161

(enter *9 to raise hand)

Please note: phone users will not be able to view materials on the screen, however, documents are available on the ZBA's webpage for viewing at your convenience.

**Please contact Town Planner Sarah Raposa
at sraposa@medfield.net
or (508) 906-3027 (office) or
Work Cell / Text: (339) 206-1773 (after hours)
with any issues.**

Most applications and plans are available on the Town's website:

www.town.medfield.net > Boards and Committee > Zoning Board of Appeals

Questions? Comments? Contact Sarah Raposa, Town Planner: (508) 906-3027 or sraposa@medfield.net

Note: Applications may be heard out of order at the Board's discretion



Fios® TV Programming Change

Due to the provider of the Cinémoi (ch. 236) signal not sending content to Verizon, the channel is currently not available on the Fios TV channel line-up.