

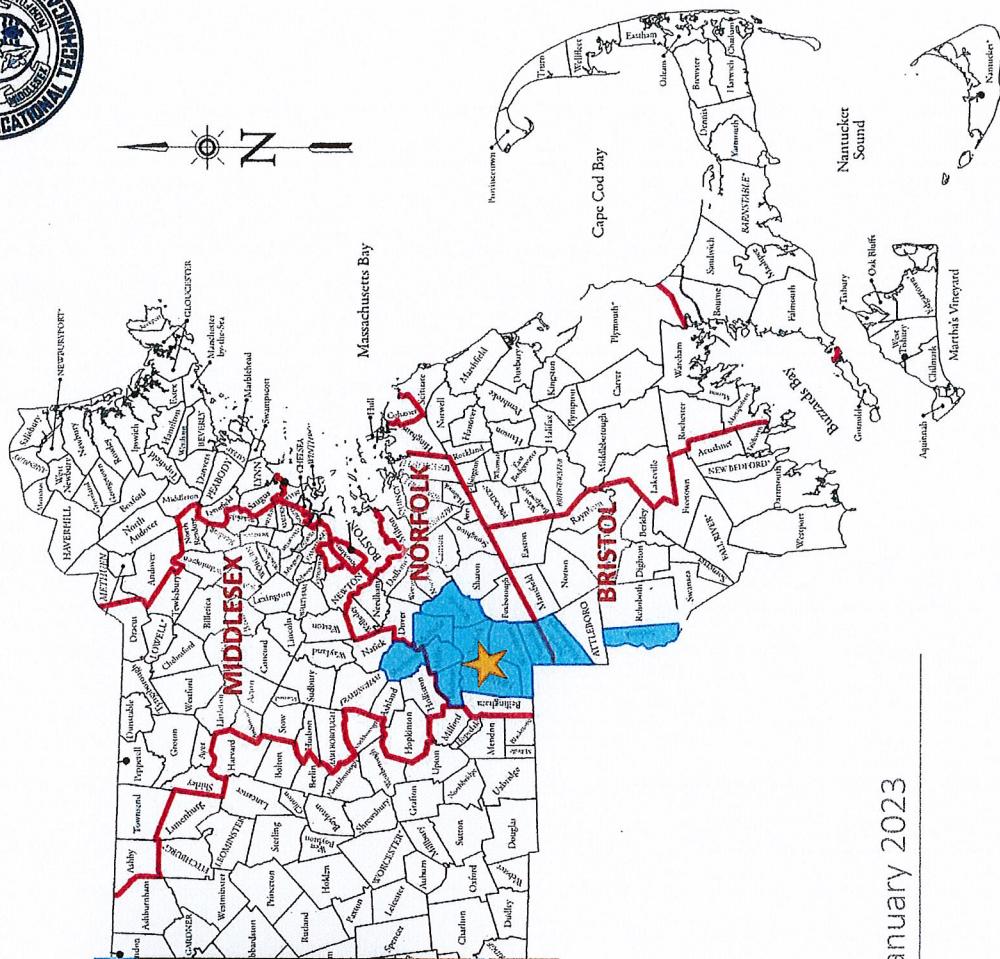


Board of Selectmen  
Meeting Packet  
February 7, 2023



# Tri-County Regional Vocational Technical High School

Franklin, Massachusetts



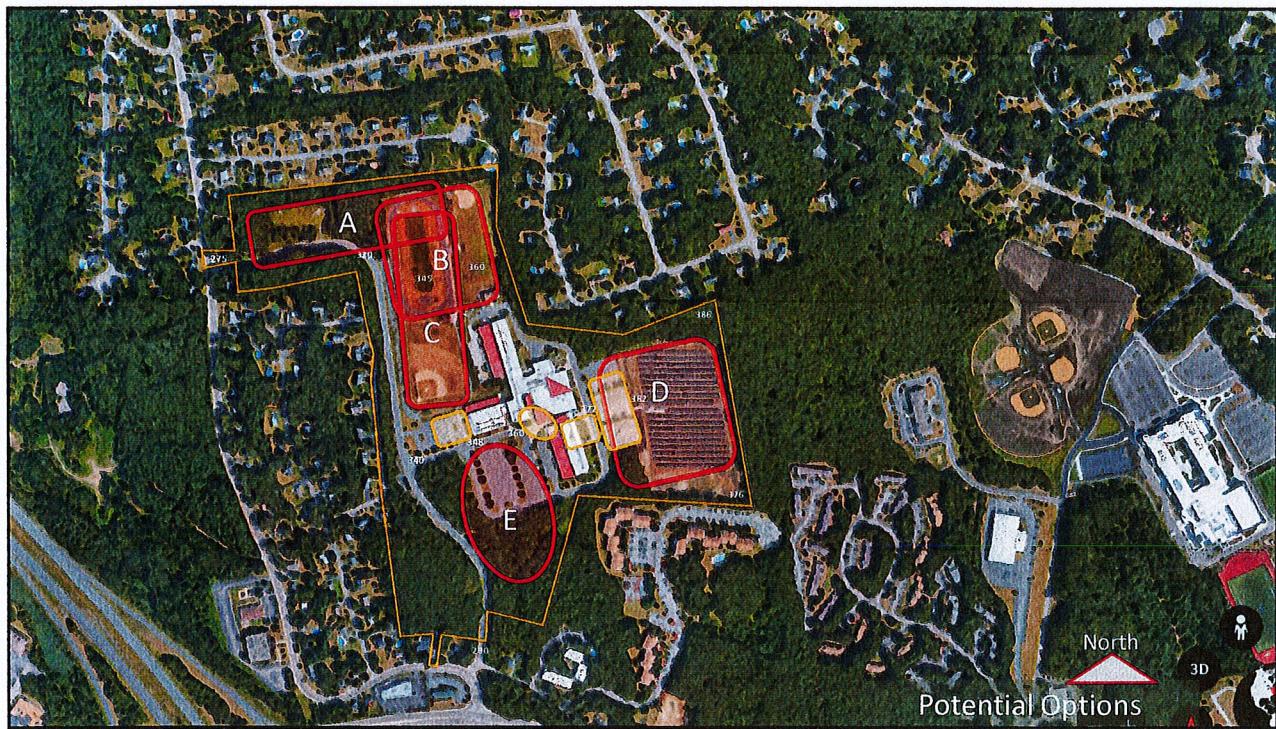
*Serving the communities of:*

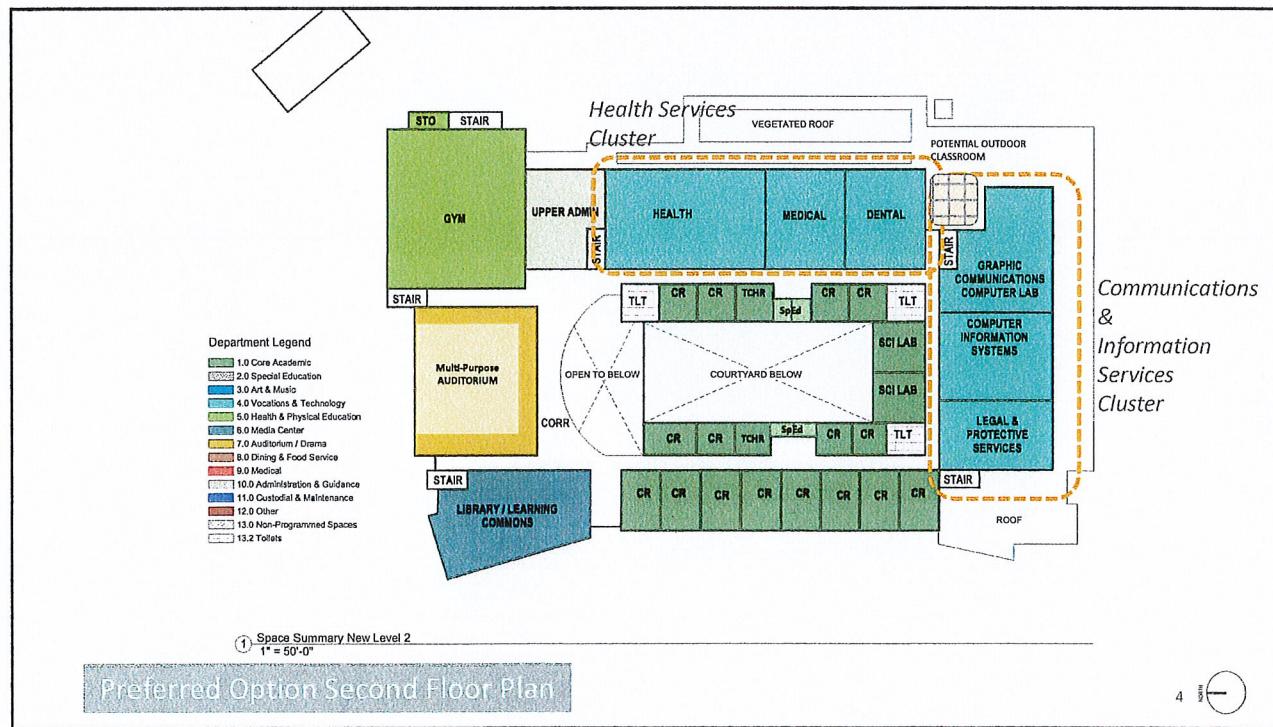
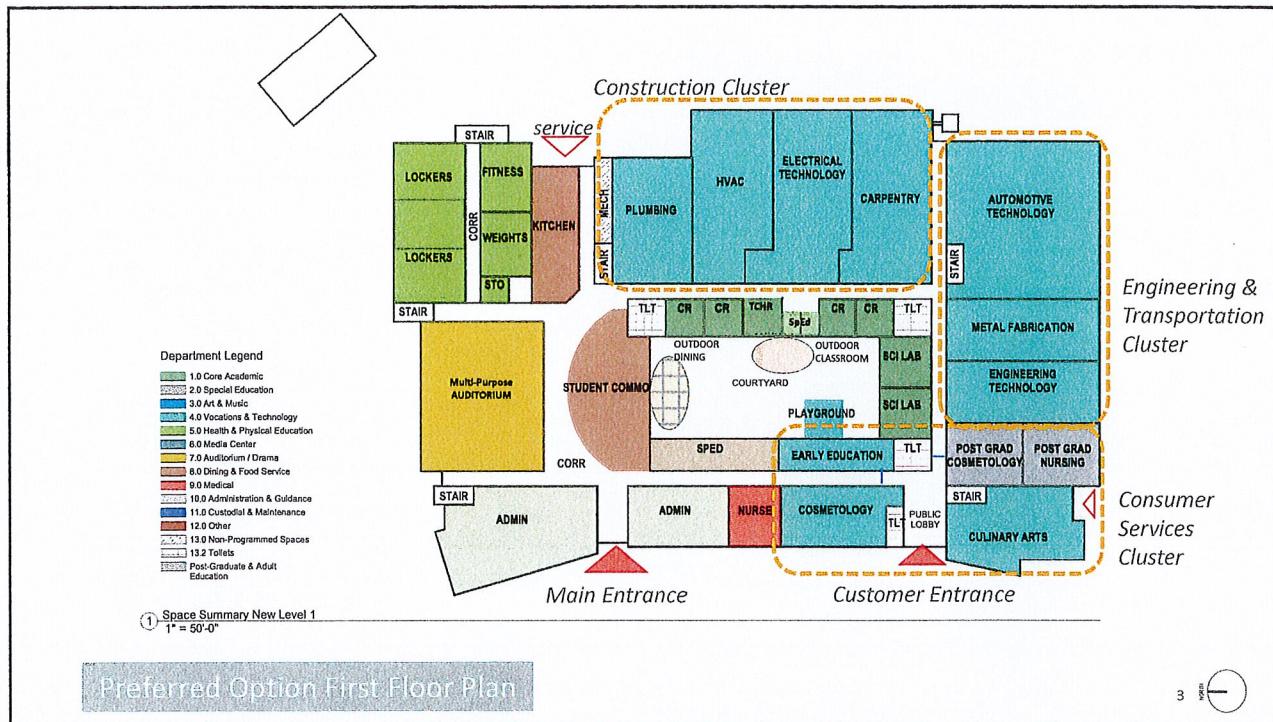
Franklin, Medfield, Medway, Millis,  
Norfolk, North Attleboro, Plainville,  
Seekonk, Sherborn, Walpole & Wrentham

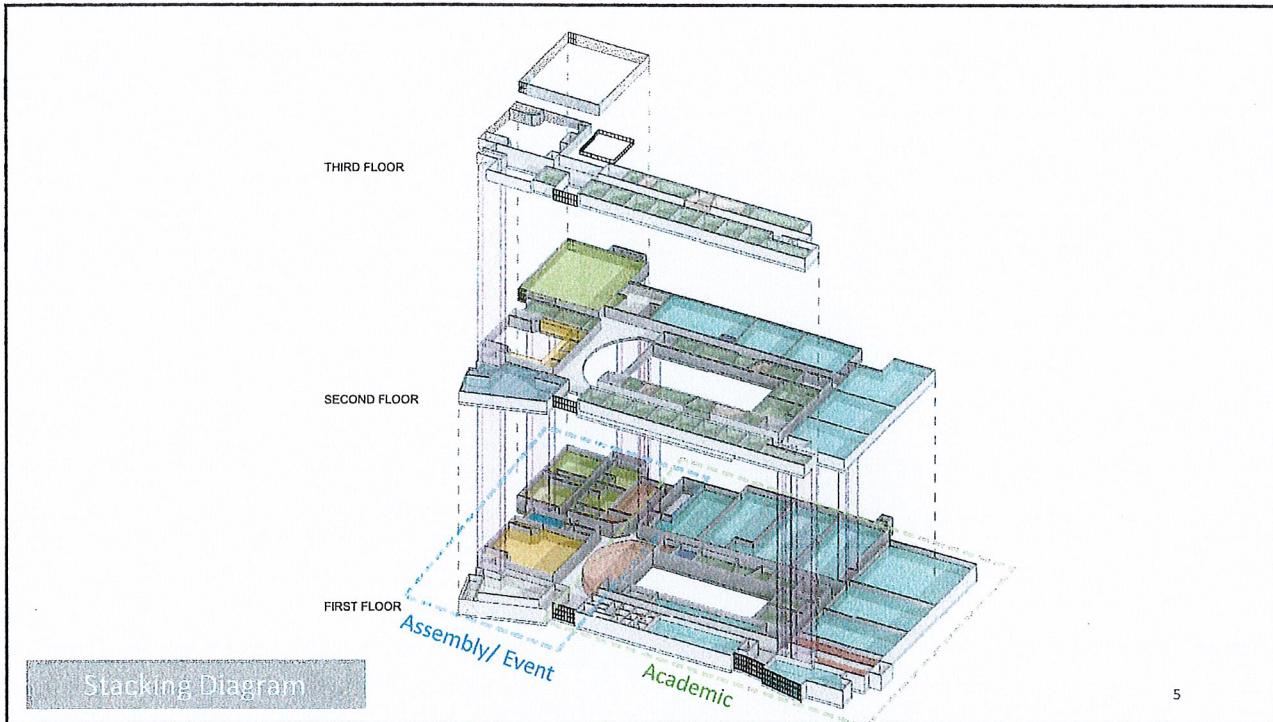
MSBA | Facilities Assessment Subcommittee

January 2023









## Project Timeline

Tri-county RTVHS										
New Construction Option	Preferred		2021	2022	2023	2024	2025	2026	2027	2028
MSBA Module Timeline		Duration in Months	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Hire OPM		3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Select Architect		5	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Feasibility		13	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Schematic Design		7	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
MSBA Board Approval of Schematic Design		1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
District Vote		2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Design Development		8	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Construction Documents		10	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Bidding (ERP's and Final Package)		9	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Finalize GMP		4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Begin Construction ERP Packages		8	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Construction		31	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
School Move In		2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Existing Building Demo and Site Work		15	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Project Complete		1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug

Preliminary Pricing Table

Option (Description)	Total Gross Square Feet	Square Feet of Renovated Space (\$*/SF)	Square Feet of New Construction (\$*/SF)	Site, Building Takedown, Haz Mat Etc. (\$*)	Estimated Total Construction** (\$*)	Estimated Total Project Costs (\$)
Base Building Repair Option	285,000 sf	285,000 sf	- sf	\$ 29,707,000	\$ 123,757,000	\$ 165,000,000
		\$ 330.00 \$/sf	\$ - \$/sf		\$ 434.24 \$/sf	
Addition-Renovation Option 3.1.1	313,000 sf	269,571 sf	43,429 sf	\$ 21,827,146	\$ 220,591,817	\$ 279,796,239
		\$ 611.65 \$/sf	\$ 780.16 \$/sf		\$ 704.77 \$/sf	
Addition-Renovation Option 4	320,000 sf	233,972 sf	86,028 sf	\$ 23,723,192	\$ 229,932,020	\$ 282,528,009
		\$ 593.06 \$/sf	\$ 784.04 \$/sf		\$ 718.54 \$/sf	
New Construction Option 3	285,500 sf		285,500 sf	\$ 37,198,982	\$ 231,818,582	\$ 279,898,689
			\$ 681.68 \$/sf		\$ 811.97 \$/sf	

\* Marked Up Construction Costs

\*\* Does not include Construction Contingency

\*\*\* District's Preferred Solution

Tri-County Enrollment by town for October 2022 (Preliminary) with comparative October 2021 (Final)

TOWN	FY 24 Budget			FY 23 Budget			GRAND TOTAL	GRAND TOTAL	Change
	Calculation	Calculation	Calculation	Calculation	Calculation	Calculation			
Franklin	9	10	11	12	12	12	164	157	7
Medfield	43	39	39	43	43	43	6	8	-2
Medway	—	1	1	4	4	4	—	—	—
Millis	35	16	18	16	16	16	85	64	21
Norfolk	5	12	2	19	19	19	38	51	-13
North Attleborough	14	15	6	6	6	6	41	33	8
Plainville	62	60	66	49	49	49	237	256	-19
Seekonk	38	24	21	30	30	30	113	91	22
Sherborn	25	16	21	23	23	23	85	82	3
Wapole	1	—	—	—	—	—	1	0	1
Wrentham	29	15	28	18	18	18	90	84	6
<b>TOTAL IN DISTRICT</b>	<b>273</b>	<b>221</b>	<b>214</b>	<b>225</b>	<b>225</b>	<b>225</b>	<b>933</b>	<b>895</b>	<b>38</b>

# Tri-County Regional Vocational Technical High School

## Building Project

Pursuant to Tri-County RVTHS Regional Agreement and MA General Law Chapter 71, Section 16(n), the Tri-County District School Committee may vote to authorize debt for the purpose for constructing or renovating a new school building, if the vote by the District School Committee is approved by a majority of voters of the member towns.

The School District Secretary will provide notice to the Select Boards and Town Council of this vote for the Districtwide Election.

The result of the Districtwide Election will be based on the aggregate total votes cast in all towns and requires a majority of the votes for passage.

- The election will be held on the same day and polling hours will be the same time in all 11 towns. Tentatively October 2023.
- The ballot question will be determined by Bond Counsel and will be the only item on the ballot. No other ballot question can be considered (such as overrides or other town specific questions).
- Town Clerks will consult with Select Boards/Town Council (or in Franklin, the Town Administrator) on the number and location of polling places.
- Tri-County RVTHS will distribute stamped copies of Election Warrant for posting and Tri-County SC Secretary will sign Return of Service.
- Tri-County RVTHS will publish Legal Notice in local newspapers at least 10 days prior to election.
- Town Clerks will work with vendor to program voting machines, ordering of all ballots (absentee, specimen, testing and bilingual where required), and testing of voting machines.
- Tri-County RVTHS will be responsible of all eligible costs associated with the election
  - Process to be determined



**Karen M. Maguire**  
Superintendent-Director

**Michael J. Procaccini**  
Principal

**Daniel Haynes**  
Business Manager



# TRI • COUNTY

REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL  
147 POND STREET • FRANKLIN • MASSACHUSETTS 02038  
Telephone: 508-528-5400 • Administration Fax: 508-528-6074  
Business Office Fax: 508-528-3698 • [www.tri-county.us](http://www.tri-county.us)

**MEMBER TOWNS:**  
Franklin, Medfield,  
Medway, Millis, Norfolk,  
North Attleboro, Plainville,  
Seekonk, Sherborn, Walpole,  
Wrentham

January 31, 2023

Dear Senator Spilka

*HD485 / SD1697 - An Act to improve access, opportunity, and capacity in Massachusetts vocational-technical education*

I am writing in support of the proposed legislation, "An Act to Improve Access, Opportunity, and Capacity in Massachusetts Vocational Technical Education" -HD485/SD1697. Highlights of this bill propose to provide \$3 billion dollars from the new "Millionaires Tax" for funding vocational school building projects, increase membership on the MSBA Board of Directors to include representation for vocational schools and to increase reimbursement for vocational school building projects, all of which will have a positive impact on the 11 communities that send students to Tri-County.

Vocational education is an important part of our educational system as it provides students with the skills they need to succeed in their chosen career paths. By improving access, opportunity and capacity in Massachusetts vocational technical education, we can ensure that more students are able to benefit from this type of education. The proposed legislation is an important step towards providing access to quality vocational education for all Massachusetts students. The additional funds will help ensure that vocational schools are able to keep up with the changing needs of their students and communities.

Tri-County Vocational School was built in 1974 and is in need of major repair. After completing the MSBA Feasibility Study over the last year it was determined that the best option for Tri-County will be to build a new building at the rear of our existing lot. Our District Agreement with the towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleboro, Plainville, Seekonk, Sherborn, Walpole and Wrentham require that each town pay for the portion of the project based on student representation. Unfortunately, this is an impossible ask for some of our communities. The legislation proposed was designed to address this need in order to continue to provide the educational service and industry training to our students and community that the area has come to rely on.

This legislation will not only create more opportunities for students but also help businesses by providing them with a larger pool of qualified workers. This will help local economies grow and create jobs. Additionally, it will provide businesses with a better return on investment as they will have access to workers who are highly trained and knowledgeable about their chosen fields.

As Superintendent, I strongly support the passage of HD485/SD1697, An Act to Improve access, opportunity, and capacity in Massachusetts Vocational Technical Education. At Tri-County, we understand the importance of providing quality technical education to our students. In order to do so, it is imperative that we build a safe and modern facility to train the workforce in this region. I believe that this bill will help ensure that all students have access to the resources they need to succeed in their chosen vocational fields.

Thank you for your time and for all that you do for the students, families and staff of the Tri-County school community and our member towns. I look forward to an opportunity to speak with you further on these matters should the need arise.

Respectfully,

**Karen M. Maguire, Ed.D**  
Superintendent-Director  
Tri-County Regional School District  
147 Pond Street  
Franklin, MA 02038  
[maguire@tri-county.us](mailto:maguire@tri-county.us)

**HOUSE . . . . .      No.****The Commonwealth of Massachusetts**

PRESENTED BY:

***Frank A. Moran and Adam Scanlon***

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to Improve access, opportunity, and capacity in Massachusetts vocational-technical education.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Frank A. Moran</i>	<i>17th Essex</i>	<i>1/13/2023</i>
<i>Adam Scanlon</i>	<i>14th Bristol</i>	<i>1/13/2023</i>
<i>Marcus S. Vaughn</i>	<i>9th Norfolk</i>	<i>1/24/2023</i>
<i>William M. Straus</i>	<i>10th Bristol</i>	<i>1/25/2023</i>
<i>Michelle L. Ciccolo</i>	<i>15th Middlesex</i>	<i>1/25/2023</i>
<i>Steven Owens</i>	<i>29th Middlesex</i>	<i>1/25/2023</i>
<i>Lindsay N. Sabadosa</i>	<i>1st Hampshire</i>	<i>1/27/2023</i>
<i>David F. DeCoste</i>	<i>5th Plymouth</i>	<i>1/27/2023</i>
<i>Kay Khan</i>	<i>11th Middlesex</i>	<i>1/27/2023</i>
<i>Susannah M. Whipps</i>	<i>2nd Franklin</i>	<i>1/27/2023</i>
<i>James K. Hawkins</i>	<i>2nd Bristol</i>	<i>1/27/2023</i>
<i>Carol A. Doherty</i>	<i>3rd Bristol</i>	<i>1/31/2023</i>
<i>Christopher Hendricks</i>	<i>11th Bristol</i>	<i>1/31/2023</i>

# HOUSE . . . . .      No.

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[Pin Slip]

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## The Commonwealth of Massachusetts

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In the One Hundred and Ninety-Third General Court  
(2023-2024)

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An Act to Improve access, opportunity, and capacity in Massachusetts vocational-technical education.

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

1            SECTION 1. To create a new capital infrastructure and investment tool within the  
2    Massachusetts School Building Authority, established under section 1A of Chapter 70, to  
3    provide for a program of capital investments for vocational-technical education programs and  
4    regional vocational-technical schools, as defined in Chapter 74 of the General Laws, for  
5    investment in equitable access to public education and industry-relevant workforce and  
6    economic development infrastructure; to support greater access to vocational-technical education  
7    programs and regional vocational-technical schools as defined in Chapter 74; to fund  
8    replacement and renovation of school infrastructure to meet workforce demands of regional  
9    employers and increase equitable access for all students applying to Chapter 74 programs and  
10   schools; and to support the purchase of critical training equipment for the purposes of teaching  
11   and learning, the sums set forth in this section, for the purposes and subject to the conditions  
12   specified in this act, are hereby made available, subject to the laws regulating the disbursement  
13   of public funds, which sums shall be in addition to any other amounts previously appropriated

14 for these purposes; provided, that the amounts specified for a particular project may be adjusted  
15 in order to facilitate projects authorized in this act. For costs associated with initiatives, projects  
16 and expenditures to replace or make improvements to the quality, consistency, efficiency and  
17 delivery of any Chapter 74 program or regional school for the benefit of the public high school  
18 students in Chapter 74 programs and regional school districts and their preparation for post-  
19 secondary and career opportunities.

20 .....

21 .....

22 \$3,000,000,000

23 SECTION 2. Section 10 of Chapter 70B of the General Laws, as appearing in the 2020  
24 Official Edition, is hereby amended by adding the following new subsection:

25 (d) Notwithstanding any state law, state regulation or agency policy to the contrary, the  
26 authority shall be authorized and directed to add twenty (20) percentage points to the project  
27 reimbursement rates for regional vocational-technical high school and county, regional and  
28 independent agricultural high school construction so that reimbursement rates for such projects  
29 are not less than 75% nor more than 90% of the eligible costs. Further, the authority shall add  
30 five (5) percentage points to the reimbursement rate for any project that includes state-approved  
31 vocational-technical education programs as defined in Chapter 74 of the General Laws aligned  
32 with priorities specifically identified in the Regional Labor Market Blueprint for the region in  
33 which the school is located. However, additional percentage points shall not be awarded unless  
34 the school currently offers five (5) or more Chapter 74 programs. In no case shall the total  
35 reimbursement for a project exceed 90% of eligible costs.

36 Funds for this Section shall come from revenue generated by the Fair Share Amendment  
37 passed by voters in November of 2022 and which amended Article XLIV of the Massachusetts  
38 Constitution.

39 SECTION 3. Section 21C of Chapter 59 of the General Laws, as appearing in the 2020  
40 Official Edition, is hereby amended by adding after subsection (n) the following new  
41 subsection:- (o) The local appropriating authority may, by accepting this paragraph, provide that  
42 taxes may thereafter be assessed in excess of the amount otherwise allowed by this section,  
43 solely for payment, in whole or in part, of debt service charges incurred for the construction of a  
44 regional-vocational technical high school that the school board responsible for determining the  
45 debt service charges certifies were not in fiscal year two thousand and twenty-one paid by local  
46 taxes.

47 SECTION 4. Chapter 69 of the Massachusetts General Laws is hereby amended by  
48 adding the following section:-

49       Section 37. For the purposes of sections 38 through 42, inclusive, the following terms

50       shall have the following meanings, unless the context clearly requires otherwise:-

51       “Office”, shall mean the office of vocational-technical education.

52           “District of residence”, shall mean the school district of the city or town where a student  
53    resides.

54        "School of residence", shall mean the middle school or junior high school a student  
55    attends within their district of residence.

56                   Section 38. (a) There is hereby established within the department of elementary and  
57                   secondary education an office of vocational-technical education whose purpose is to develop and  
58                   implement policies and promulgate regulations to promote, enhance, and expand vocational-  
59                   technical education programs, as defined in Chapter 74 of the General Laws, in the  
60                   commonwealth.

61                   (b) The office shall:

62                   (i) oversee all Chapter 74 approved programs and ensure compliance with M.G.L.  
63                   Chapter 74 and related regulations;

64                   (ii) establish a statewide marketing campaign to promote the success of vocational-  
65                   technical education and careers in Massachusetts and to raise the level of awareness and  
66                   understanding of such education among parents, students, businesses, labor unions, and the  
67                   general public;

68                   (iii) work to increase awareness of vocational-technical education and career  
69                   opportunities among students in elementary schools, junior high schools, and middle schools;

70                   (iv) ensure that schools offering Chapter 74 programs are provided reasonable access  
71                   during the school day at schools of residence to meet with all students and distribute information  
72                   about vocational-technical education and careers to said students, including English language  
73                   learners, students with disabilities, students of color, and other student populations, to ensure that  
74                   such information is provided equitably to all learners;

75                   (v) ensure that schools offering Chapter 74 programs are given the opportunity during the  
76                   school day to host middle school tours, with transportation costs paid by the school hosting the

77 tour, for all middle school students in member communities, including English language  
78 learners, students with disabilities, students of color, and other student populations to ensure that  
79 such opportunities are provided equitably to all learners; and further ensure that the school of  
80 residence may not count middle school student tours of vocational schools or programs during  
81 the school day as unexcused absences if the vocational school or program confirms the student's  
82 participation, and may not unreasonably withhold student access to tours of vocational schools  
83 and programs during the school day.

84

85 (vi) require that schools offering Chapter 74 programs are given the opportunity to  
86 provide middle and junior high school students with information about vocational-technical  
87 programs and careers through mail and email.

88 (vii) require all middle schools and junior high schools in member communities to  
89 establish and implement a Chapter 74 Access Policy, in accordance with state requirements  
90 promoting equitable access to Chapter 74 programs, outlining specific ways in which the middle  
91 schools will collaborate with regional vocational-technical high schools and agricultural high  
92 schools to:

93 provide staff members from Chapter 74 schools with direct school day access to all  
94 middle school students, to inform them about opportunities in vocational-technical and  
95 agricultural education and to distribute materials about such opportunities to them;

96 provide all middle school students an opportunity to tour, during regular middle school  
97 hours, the regional vocational-technical high school and/or county agricultural school of which

98 the middle school's city or town is a member, with the transportation costs of all such tours being  
99 borne by the school hosting the tours;

100 provide contact information for all seventh-grade and eighth-grade middle school  
101 students, including a student's name and mailing address, a student's personal email address, and  
102 the parent's/guardian's email address by October 15 of each school year;

103 (viii) establish, in addition to the minimum requirements outlined in the preceding  
104 subsections, such additional requirements for Chapter 74 Access Policies as the office deems  
105 reasonable and necessary to promote equitable access by all students to information about  
106 vocational-technical and agricultural education;

107 (ix) require all sending school districts which are members of a regional-vocational  
108 school district or whose community is located in the county or district of an agricultural high  
109 school to:

110 submit the Chapter 74 Access Policy annually to the office;

111 annually attest in writing that the Chapter 74 Access Policy is being implemented  
112 equitably and that all students are being provided with information, access, and tours in  
113 accordance with this section and with federal and state civil rights laws, regulations, and policies;

114 post the Chapter 74 Access Policy on its district website and provide written copies to  
115 students and parents, upon request;

116 (x) create a mechanism to enforce timely implementation of Chapter 74 Access Policies;

117 (xi) establish a system to ensure that students who live in communities that are not  
118 members of or affiliated with a regional vocational-technical high school district or agricultural

119 high school annually are provided with information about their high school options, including  
120 their option to seek an education in a vocational-technical or agricultural high school;

121 (xii) support the attainment of Industry Recognized Credentials in Chapter 74 programs;

122 (xiii) support the use of both longitudinal and pre- and post-student assessment as a  
123 means of obtaining meaningful data for curricular improvement. Data may be utilized for  
124 facilities improvement, equipment investments, mission success, and professional development;

125 (xiv) encourage and work to increase the use of articulation agreements with community  
126 colleges and public universities and other dual credit programs to allow vocational-technical  
127 students to earn credit leading to an associate's or bachelor's degree;

128 (xv) provide technical support to schools seeking to offer Chapter 74 programs that meet  
129 regional labor market demands and do not duplicate existing programs in the region;

130 (xvi) support the continuation of state grant programs that provide funding for equipment  
131 purchases and facility expansion; and

132 (xvii) support the continuation of demonstration programs that provide opportunities in  
133 vocational-technical education for students unable to secure a seat in an approved Chapter 74  
134 program due to lack of enrollment capacity.

135 SECTION 5. Section 3A of Chapter 70B of the General Laws, as appearing in the 2020  
136 Official Edition, is hereby amended by striking the number "17" and inserting "19" in place  
137 thereof, and further by inserting, after "Fire Chiefs' Association of Massachusetts, Inc." the  
138 following:- "Massachusetts Association of Vocational Administrators, Inc., Alliance for  
139 Vocational Technical Education,"

140                   SECTION 6. Chapter 70 of the General Laws is hereby amended by inserting the  
141 following new section: --

142                   Section 10A. Expansion Grants for Regional Vocational-Technical Schools

143                   (a) In addition to the funding otherwise provided pursuant to this chapter, any regional or  
144 county vocational or agricultural school shall, subject to appropriation, receive a one-year  
145 expansion grant in any fiscal year in which its foundation enrollment increases by more than two  
146 percent over its foundation enrollment for the previous fiscal year.

147                   (b) The amount of said expansion grant shall be calculated by multiplying the number of  
148 additional students in its foundation enrollment, over its foundation enrollment for the previous  
149 fiscal year, by its per-student foundation budget amount. The per-student foundation budget  
150 amount shall be calculated by dividing the district's foundation budget amount for the current  
151 year by its foundation enrollment for the prior fiscal year.

152                   (c) The department shall annually solicit information from all regional and county  
153 vocational and agricultural schools as needed to estimate the amounts required to fund expansion  
154 grants in the coming fiscal year for all such schools, and the department shall request  
155 appropriation of the amount required to fully fund such expansion grants.

156                   (d) If the amount appropriated for expansion grants in a fiscal year is less than the amount  
157 required to fully fund such grants, then each eligible regional or county vocational or agricultural  
158 school shall receive a share of the appropriated funds proportional to the share that its expansion  
159 grant, calculated pursuant to subsection (b), constitutes of the total amount of expansion grants  
160 for all schools, pursuant to said subsection.

161                   SECTION 7. Notwithstanding any general or special law to the contrary, to meet the  
162    expenditures necessary in carrying out section 1, the state treasurer shall, upon receipt of a  
163    request by the governor, issue and sell bonds of the Commonwealth in an amount to be specified  
164    by the governor from time to time but not exceeding, in the aggregate, \$3,000,000,000. All  
165    bonds issued by the commonwealth, as aforesaid, shall be designated on their face  
166    Commonwealth Vocational-Technical Education Expansion Act of 2023, and shall be issued for  
167    a maximum term of years, not exceeding 30 years, as the governor may recommend to the  
168    general court pursuant to section 3 of Article LXII of the Amendments to the Constitution;  
169    provided, however, that all such bonds shall be payable not later than June 30, 2057. All interest  
170    and payments on account of principal on such obligations shall be payable from the General  
171    Fund. Bonds and interest thereon issued under the authority of this section shall, notwithstanding  
172    any other provision of this act, be general obligations of the Commonwealth.



## **Chapter III: Inclusionary Zoning Approval under Section 300-14.16**

### **III.A Narrative explaining how Project complies with the purpose of Section 300-14.16 of the Zoning Bylaw**

The Project furthers the purpose of the Town's inclusionary housing requirements under Section 300-14.16 of the Zoning Bylaw. The Project involves the construction of 334 mixed-income residential housing units, 25% of which will be restricted at up to 80% of the area median income. The Applicant will be seeking approval from DHCD to allow for 10% of the affordable housing units to have a preference for artists. Please see Exhibits C and E for more information. In accordance with the Local Action Units Guidelines, attached please find the following:

- Article 1 of the Town of Medfield Warrant for Special Town Meeting June 21, 2022, approving the disposition of the Property to the Applicant and approving the Town's execution of the Land Disposition Agreement with the Applicant, attached as Exhibit F1<sup>1</sup>;
- Trinity Acquisitions LLC's Certificate of Organization, filed with the Massachusetts Secretary of State on August 23, 2012, attached as Exhibit F2;
- Trinity Acquisitions LLC's Certificate of Amendment, filed with the Massachusetts Secretary of State on January 31, 2017, attached as Exhibit F3;
- Trinity Acquisitions LLC's Certificate of Good Standing, issued by the Massachusetts Secretary of State on January 10, 2023 attached as Exhibit F4.

The Applicant has not filed a Project Notification Form with the Massachusetts Environmental Policy Act ("MEPA") Office as of the date of this application, but the Applicant intends to file with the MEPA office at the appropriate time.

### **III.B Housing marketing and selection plan and supplemental information in accordance with Sections 300-20.6 and 300-14.16**

Please see Exhibit C for more information.

### **III.C Affordable housing restriction and regulatory agreement in accordance with Sections 300-20.6.E and 300-14.16.C & D and the Rules of the Medfield Planning Board**

Please see discussions under Section II.H, above, and the attached Exhibit E for more information.

### **III.D Narrative describing how the Project complies with the cost/rent and eligibility requirements of Section 300-20.6**

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<sup>1</sup> The record of the vote to approve Article 1 of the Special Town Meeting Article is available online at: <https://www.town.medfield.net/2106/2022-Special-Town-Meeting>.

The Project complies with the cost/rent and eligible requirements set out in Section 300-20.6 of the Zoning Bylaw. The Project includes the development of 85 affordable rental apartments for eligible households earning up to 80% area median income. The Project involves a mix of apartments – studio, one-bedroom, two-bedroom and three-bedroom units. As specified in the DHCD Guidelines, rents for each affordable unit will be calculated so that each eligible household spends no more than 30% of the income on rent and utilities. See **Exhibit C** for more information.

### **III.E Narrative demonstrating how the Project complies with the design and construction standards of Section 300-20.6 and the design guidelines**

The Project complies with the design and construction standards of Section 300-20.6 of the Zoning Bylaw and design guidelines. The affordable units will be interspersed throughout the existing residential buildings on the Property, will be comparable in construction quality equivalent to that of the market-rate housing units, and will be have equivalent exteriors to that of the market-rate housing units. The Applicant will be seeking approval from DHCD to allow for the affordable artist housing to be purposefully located near the Bellforge Arts Center to encourage collaboration and educational opportunities. The total number of bedrooms of affordable housing will be proportionate to the total number of bedrooms in all of the units proposed within the Project. Please see the development plans at **Exhibit B** and Section II.E above for more information.

## **Chapter IV: Special Permit under Sections 300-14.15 & 300-14.16**

### **IV.A Narrative describing how the Project satisfies the standards for a special permit under Section 300-14.15.E**

1. *Overall design is consistent and compatible with the neighborhood, including as to factors of building orientation, scale, and massing.*

The Project is in compliance with this standard. The Project involves the historic redevelopment of the Medfield State Hospital Campus and is tailored to meet the contemporary housing and recreational needs of the Medfield community, by preserving the Property's spectacular open space for public enjoyment, while reimagining the existing historic buildings as new homes for a wide range of residents. The Project involves the rehabilitation of twenty-seven (27) certified historic existing buildings for mixed-income residential housing. For more information, please see the project narrative above in Section I.A and **Exhibits B-D**.

2. *Vehicular traffic flow, access and parking and pedestrian safety are properly addressed such that the proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking in the neighborhood.*

### **Roadways:**

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Exhibit C

**AFFIRMATIVE FAIR HOUSING MARKETING AND  
RESIDENT SELECTION PLAN**

**Medfield State Hospital**  
Medfield, Massachusetts



Developed and Prepared by Trinity Acquisitions  
LLC.



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## Introduction

The proposed project by Trinity Acquisitions LLC for the Medfield State Hospital Campus contemplates the development of 334 rental apartments in Medfield, Massachusetts. The project entails the “gut” rehabilitation and adaptive reuse of the 27 contributing historic buildings in the core campus. Trinity Acquisitions LLC is the entity preparing this application, which is a subsidiary of Trinity Financial, Inc. Upon closing and acquisition of the property, Trinity Acquisitions LLC/or their successors and assigns will be the Developer and Owner of the property.

The plans for the Medfield State Hospital call for a total of 334 mixed-income apartments, including studio, one-, two-, and three-bedroom units, 25% of which will be restricted at up to 80% of area median income (AMI), and 75% will be unrestricted, market-rate units. Unit sizes range from XX Square feet to XX square feet respective of unit type. Each unit has a washer and dryer and will have on-site parking. The following tables reflect the project’s proposed unit mix:

Income Category	Studio	1 BR	2 BR	3 BR	Total
Market	34	116	74	25	249
Affordable at 80% AMI*	11	39	26	9	85
<b>Total</b>	<b>45</b>	<b>155</b>	<b>100</b>	<b>34</b>	<b>334</b>

The following Affordable Fair Housing Marketing Plan governs all income-restricted units at the Medfield State Hospital. Marketing of the affordable units will be conducted in accordance with a Regulatory Agreement between the Developer, the Town of Medfield and the Massachusetts Department of Housing and Community Development (DHCD) and with Local Initiatives Program Guidelines through an affordable housing lottery.

## Eligibility

The maximum allowable income (gross annual household income from all sources adjusted for household size) may not exceed the following in order to be eligible for the lottery:

Household Size	Maximum Income (FY 2018)
1	\$78,560
2	\$89,760
3	\$100,960
4	\$112,160
5	\$121,200

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6	130,160
Income Limits Effective April 18, 2022	

These income limits will apply for the initial lottery and rent up and represent HUD 80% Area Median Incomes for the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area.

*(Note: These income limits will be adjusted annually to reflect then-current HUD AMIs. New tenants must meet the 80% income limits in effect at the time they lease the unit. Incomes for existing tenants will be re-certified annually and upon re-certification of income, existing tenants will remain eligible as long as their incomes do not exceed 140% of then-current area median incomes).*

Income from assets will be added to total annual income by using the greater of a) the actual income earned from the assets; or b) an imputed interest rate equal to the federal passbook rate (currently 0.6%) in accordance with DHCD and HUD guidelines.

## Unit Rents

Bedrooms	80% AMI Unit Rents
Studio	\$ 1,964
1-Bed	\$ 2,104
2-Bed	\$ 2,524
3-Bed	\$ 2,917

**Rents for the affordable units do not include utilities, which will be paid by the tenants.** Initial rents have been adjusted using a utility allowance used by the Walpole Housing Authority for Section 8 units. Medfield State Hospital heat, hot water and cooking will be provided by electric systems. The utility allowances for studio, one-, two-, and three- bedroom units are calculated as follows:

Bedrooms	Studio	1-Bed	2-Bed	3-Bed
Electric (Heat Pump)	\$ 31	\$ 42	\$ 57	\$ 70
Electric (Cooking)	\$ 6	\$ 7	\$ 11	\$ 13
Electric (Water Heating)	\$ 31	\$ 42	\$ 52	\$ 62
Water	\$ 9	\$ 17	\$ 36	\$ 62
Sewer	\$ 7	\$ 14	\$ 29	\$ 50
Refrigerator	\$ 3	\$ 3	\$ 3	\$ 3
<b>TOTAL</b>	<b>\$ 87</b>	<b>\$ 125</b>	<b>\$ 188</b>	<b>\$ 260</b>

As specified in DHCD Guidelines, rents are calculated as the amount affordable to a household at 80% of area median income (AMI) paying 30% of their income for rent and utilities. Household size for a unit is calculated with an average of 1.5 person per bedroom

The chart below demonstrates the methodology for calculating initial rents and utility allowances:

Unit Type	Household Size	80% Annual Area Median Income	Monthly Income (Annual/12)	Maximum Allowable Rent (30% Monthly)	Less Utility Allowance	Calculated Unit Rent

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		AMI		Income)		
2 BR	3	\$100,960	\$8,413	\$2,524	\$188	\$2,336

## Affirmative Fair Housing Marketing Plan

The following pages outline the statement of non-discrimination, reasonable accommodations, records of applications, accessibility, Civil Rights protection plan, processing of applications, waiting list management, eligibility review, and suitability standards screening. These procedures apply to all income-restricted units at the Medfield State Hospital.

### **A. Right To Apply**

No person may be refused the right to apply for housing unless the development's waiting list is closed for a particular unit size or type and notice of the closed waiting list has been appropriately posted in a prominent and accessible location.

### **B. Statement of Nondiscrimination**

**B.1.** It is the policy of the Owner, to comply fully with the existing Federal and State laws<sup>1</sup> protecting the individual rights of residents, applicants (here in "Applicants") or staff and any laws subsequently enacted.

**B.2.** The Owner does not discriminate because of race, color, sex, sexual orientation, gender identity or expression, religion, age, mental or physical disability, national origin, familial status, ancestry, marital status, lawful source of income, or veterans status in the leasing, rental, sale or transfer of apartments, buildings, and related facilities, including land that it owns or controls.

**B.3.** The Owner shall not, on account of race, color, sex, sexual orientation, gender identity or expression, religion, age, mental or physical disability, national origin, familial status, ancestry, marital status, lawful source of income, or veterans status.

- Deny to any household the opportunity to apply for housing, or deny to any qualified Applicant the opportunity to rent housing suitable to his/her needs;

<sup>1</sup> Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII and Section 3 of the Civil Rights Act of 1968 (As amended by the Community Development Act of 1974); Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; the Fair Housing Amendments Act of 1988 and the implementing regulations at 24 CFR Parts 100, 108, 109, and 110. Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35 and MGL Chapter 151B applicable regulations are found at 760 CMR 4.00, 5.00 and 6.00 covering housing developed under the Chapter 200, Chapter 667 and Chapter 705 programs.

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- Provide housing which is different from that provided others; except as required or permitted by law and in accordance with this Policy;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Deny a person access to the same level of services; available to other similarly situated individuals or;
- Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

**B.4.** The Owner shall not automatically deny admission to a particular group or category of otherwise eligible Applicants (e.g., households with children born to unmarried parents, or households whose head of household or co-head of household are students). Nonetheless, each Applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

## **C. Reasonable Accommodations**

The Owner shall make reasonable accommodations in policies and procedures and, if necessary and reasonable, make certain physical changes to promote accessibility for persons with disabilities (applicants or residents) in accordance with the Medfield State Hospital Reasonable Accommodation Policy. Accommodations may include, but are not limited to: changing procedures or policies, location changes, providing auxiliary aids. Physical changes include changes to the dwelling unit, common areas, and grounds to promote accessibility for persons with physical or mental impairments. The Developer of the Medfield State Hospital must make a modification to existing premises, when requested by a disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy the premises.

In making a reasonable accommodation or physical change for an otherwise qualified individual with handicaps or disabilities, the Owner is not required to:

- C.1.** Make structural alterations that require the removal or altering of a load-bearing structural member;
- C.2.** Provide an elevator in any multifamily housing community solely for the purpose of locating accessible units above or below the grade level;
- C.3.** Take any action that would result in a fundamental alteration in the nature of the programs or services offered by the Owner;
- C.4.** Take any action that would result in an undue financial and administrative burden on the Owner.
- C.5.** The burden of demonstrating that a requested accommodation is unreasonable and imposes an

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undue administrative and financial burden, or fundamentally alters the nature of the housing program is on the Owner/Management. If granting the request, the Owner/Management shall approve the request to the extent that it can without undergoing undue burden or fundamental program alteration.

- C.6.** Requests for accommodations should be made to the Site Management Office.
- C.7.** An Applicant who believes himself/herself to have been aggrieved by any action, inaction or decision of the Owner in the processing of his or her application for admission shall have the right to an informal hearing.
- C.8.** A Resident who believes him/herself to have been aggrieved by any action, inaction or decision of the Owner in the processing of his/her application for transfer shall have the rights accorded all residents under the Medfield State Hospital Grievance Policy.

## **D. Records of Applications for Admission and Transfer**

Owner will not permit policies to be subverted to do personal or political favors. Accepting an Applicant from a lower waiting list position before one in a higher position, which has the same eligibility, violates policy, federal law, and the civil rights of the other families on the waiting list.

- D.1.** Owner's records with respect to applications for admission and transfer shall indicate for each application the date and time of receipt; the determination of the Owner as to eligibility or non-eligibility of the Applicant; where eligible, the unit size for which eligible, status as a disabled household or household member, race of household members (for statistical purposes), and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.
- D.2.** Owner will maintain a record of units offered, including the date, to whom, location, unit identification, circumstances of each offer, each acceptance or rejection, and the reason for any rejection.

## **E. Accessibility and Plain Language**

- E.1.** Facilities and programs used by Applicants and residents shall be made accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms and other public spaces will be available for use by residents with disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made accessible so long as this does not impose an undue financial or administrative burden on the development.
- E.2.** Documents intended for use by Applicants and residents will be presented in accessible formats for those with vision or hearing impairments, but, equally importantly, they will be written simply and clearly to enable Applicants and residents with learning or cognitive disabilities to understand as much as possible.
- E.3.** At the point of initial contact, the Manager's staff shall ask all Applicants whether they need some form of communication other than plain language paperwork. Some alternatives might

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include sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the Applicant to receive, interpret and explain housing materials. The Owner will pay for Sign Language Interpreters.

**E.4.** Some Applicants will not be able to read (or to read English), so intakes staff must be prepared to read and explain documents that they would normally hand to an Applicant to be read or filled out. Applicants who read or understand little English may need to be provided with an interpreter who can explain what is occurring. (See Section G. Limited English Proficiency). The Owner will make an effort to have its written materials translated into those languages frequently spoken by Applicants.

## **F. Civil Rights Protection Plan**

It is the policy and obligation of the Owner to administer all aspects of its housing programs without regard to race, color, sex, sexual orientation, gender identity or expression, religion, age, mental or physical disability, national origin, familial status, ancestry, marital status, lawful source of income, or veterans status. The Owner adopts and will cause to be implemented the **Civil Rights Protection Plan** ("CRPP") approved by the U.S. Department of Justice on July 26, 1999, which is designed to protect Applicants, residents and their visitors from threats, harassment, violence or abuse while they are at the Medfield State Hospital.

## **G. Limited English Proficiency**

Per HUD regulations and Final guidance issued in 1/22/07, properties receiving federal financial assistance must take measures to improve access to federally assisted programs, services and activities for persons, who as a result of national origin are limited in their English proficiency (LEP). An LEP individual/household is one in which at least one household member has limited ability to speak, understand read or write English.

It is the Owner/Management Agent's aim to ensure that our programs are accessible to all persons, regardless of national origin or other protected class, including persons with LEP. Owner/Management Agent will provide reasonable language services necessary to ensure effective access by LEP persons. In determining the language services to be provided, including oral language/interpreter services, as well as written language/translation services, Owner/Management Agent will evaluate on a case-by-case basis the following four factors:

**G.1.** The number or proportion of LEP persons eligible to be served or likely to be encountered by the program;

**G.2.** The frequency with which LEP persons come into contact with the program;

**G.3.** The nature and importance of the program, activity, or service provided;

**G.4.** The costs and resources available.

## **H. Application Forms**

The next section refers to the Medfield State Hospital income-restricted units only.

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During any period in which the wait list is open, preliminary applications forms shall be available at the Medfield State Hospital Management Office.

The management agent will allow 60 days for Applicants to submit their applications if a previously closed wait list re-opens. At the close of such time, the management agent will determine which applicants fall under the applicable priority and preference categories as required by any regulatory agency and/or applicable regulations. If there is more than one applicant with the same ranking based on priority and preference status (including no preference) in accordance with the regulations, the management agent will conduct a random drawing for those applicants to determine the order amongst them. The Owner may propose an alternative procedure, subject to Agency's approval, but any procedure used must satisfy the Owner's civil rights obligations, including ensuring that wait list and tenant selection policies and procedures provide persons with disabilities equal access to programs, and must otherwise comply with applicable regulations.

## **I. The Lottery**

An application deadline will be established that is at least 60 days after the commencement of marketing and outreach. The Lottery will be scheduled 10 to 14 days after the application deadline. Applications will be reviewed for eligibility as they are received, and every effort will be made to contact applicants whose applications are incomplete in order to provide an opportunity for the applicant to provide the missing information prior to the application deadline.

Applications that are incomplete or unsigned by the application deadline or that are received after the application deadline will not be included in the lottery. Applications that are reviewed and found to be ineligible will not be included in the lottery.

### **I.1. Preferences**

Two preferences will be employed for this lottery. Three pools of applicants will be created:

- 1) A Local Preference Pool, of eligible applicants who qualify for a local preference; and
- 2) An Artist Preference Pool, of eligible applicants who qualify for an artist preference for 9 units; and
- 3) A General Pool, which will include all eligible applicants.

**Applicants will qualify for a local preference if they fall into one of the following categories and provide appropriate proof of such:**

- a) Current residents of the town;
- b) Employees of the town;
- c) Employees of businesses located within the town; or
- d) Applicants whose children are enrolled in the Medfield schools;
- e) Applicants who qualify for a local preference will be placed in both the local preference pool and the general pool. Applicants who do not qualify for a local preference will be placed only in the general pool.

Should the percentage of minority applicants in the local preference pool be less than 27% a pre-lottery drawing will be conducted to determine the order in which minority applicants from the general pool will be added to the local preference pool. Minority applicants will then be added to the local preference pool in that order until the either the local preference pool equals the 27% regional minority population or all minority applicants have been added to the local preference pool, whichever first occurs.

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**I.2.** The Artist Preference will be established by the Owner working with its Management Agent, the Town and a local arts organization. The artist definition below intentionally includes verification criteria which does not rely on the potentially exclusionary judgment of membership organizations.

**Artist Definition:** An individual who creates works of art, crafts or engages in the visual, literary, performing or creative arts. Works of art or craft can mean items that are created for purposes of aesthetic enjoyment, and not solely for practical or financial purposes. Examples includes, but are not necessarily limited to, the following: paintings, drawings, lithographs, and other representations; photographs, film, video, prints and other visual and electronic media; textiles and costumes; jewelry; pottery; art objects made of glass; precious and semi-precious metals, stones and the like. Visual, performing or creative arts include not only actual performances (in front of live audiences, taped or filmed) but also providing instruction in dance, music, and theatre.

This definition also includes individuals employed to provide creative services in creative industries including, but not limited to, the following fields: architecture, landscape architecture, advertising, urban design, urban planning, interior design, graphic design, fashion design, film, radio, television, video, internet, computer games, and multimedia.

## **I.3. Verification of Artist Status**

1. Proof of Certification as “artist” by a City or Town, such as the Town of Medfield or the City of Boston
2. Proof of membership in an organization or a group, such as the Cultural Alliance of Medfield, XXX Art Gallery and Studios or XXX Studios.
3. Proof of presenting artwork in an exhibition, performance, reading or comparable public programming, studio, gallery, show/fair/festival, publication.
4. Proof of submission of artwork to an exhibition, performance, reading or comparable public programming, studio, gallery, show/fair/festival, publication.
5. Proof of creative work provided in connection with employment, current or within past 2 years, and an associated occupational code that evidences employment in particular creative industry.

## **J. Processing Applications for Admission**

It is the Owner’s policy to accept and process applications in accordance with Federal, and State regulations and handbooks.

## **K. Assignment of Application Control Number**

All applications shall be assigned a chronological application control number and shall be dated, and time stamped when they are completed:

**K.1.** At the Owner designated application-taking location during initial re-occupancy of the property;

**K.2.** During such times as the Medfield State Hospital Wait List is open for the purposes of receiving applications.

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## L. Waiting Lists

The agent will administer its Waiting List in accordance with the following policies:

- L.1.** The Waiting List will be established after the initial lottery and lease up, ranking the applicants in order based upon the initial random drawing, implementing all applicable priorities and preferences for applicants.
- L.2.** Waiting Lists will be maintained in a computer report. A printed copy of the waiting list will be prepared prior to the annual update and maintained for three (3) years.
- L.3.** Waiting lists will be organized by type of unit, (subsidy, physically adapted unit, etc.). A separate list is required for every type of unit. "Type of unit" is defined in several ways, including:
  - The number of bedrooms,
  - The physical characteristics of the unit, such as accessible features,
  - The type of subsidy attached to the unit, such as project-based subsidy.
- L.4.** Each applicant must be placed on the appropriate waiting list(s) chronologically according to the date of the completed application within the applicable preference categories. Non-preference applicants shall be placed on the waiting list per the date of the completed application.

**K.5** The waiting list may be closed for a specific unit size or type if the projected turnover rate indicates the applicant would be unable to obtain a unit within one year. The agent will post a notice regarding the closing of a waiting list in a prominent and accessible location.

## M. Waiting List Updates

Annually the Owner will send each Applicant on its wait list a notice (or other form of communication specified by an Applicant with a disability) requesting updated preliminary application information and an indication of interest in remaining on the Medfield State Hospital Wait List. Applicants will have twenty (20) calendar days from the date of the notice to respond to the request for additional information.

As applications are returned, the Applicant's wait list position is updated. If an Applicant does not return the response, the Application is withdrawn from the wait list and the Applicant is notified of the opportunity to appeal this withdrawal pursuant to the conference process stated in the notification.

## N. Notices to Applicants

All Applicants will be given a Notice entitled Notice of Non-Discrimination, The Right To Reasonable Accommodation for Persons with Disabilities and the Right to Free Language Assistance for People with Limited English Proficiency. This notice explains the Owner's responsibilities for providing reasonable accommodations and recites examples of what a reasonable accommodation might entail.

## O. Acceptance of Preliminary Applications

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Preliminary application forms will not be accepted unless they are complete, legible and signed by the Head of Household and Co-Household (if applicable).

## **P. Verification of Applicant's Ability to Live in Accordance with the Occupancy Agreement**

During the screening process, an Applicant shall be required to provide third party verification that all household members are capable of living in compliance with the Medfield State Hospital Occupancy Agreement. A number of third-party verification sources will be used to determine this as listed below.

Applicants must provide to the Owner required information, including at least the last three years of housing history. These questions are asked on the Final Application Form and must be fully and completely answered. Refusal to answer questions or inability to respond to requests for information may lead to a determination of ineligibility or withdrawal of an Application for Applicant's failure to respond.

The Owner will not offer housing to an Applicant who can provide no documentation of ability of all household members to comply with the essential obligations of the Lease.

### **O.1 Applicant Rent Payment History**

The following sources may be used to verify whether or not the Applicant is likely to pay rent in a timely manner:

- Landlord references for the past three (3) years (preferred method);
- Credit Bureau Reports;
- Other records of payment histories in the case of an Applicant who has neither rented before as tenant of record or owned a home, including records of payment on credit cards or other independently verifiable regular or periodic payments.

### **O.2 Applicant History of Care of Property**

- Landlord references for the past three (3) years (preferred method);
- Personal or neighbor references, from a person who has known the applicant for one year and is not related, in the case of an Applicant who is or was not a tenant of record and for whom a landlord reference cannot be obtained;
- Statement from a shelter worker, a worker in residential care settings, or a worker from other alternative housing institutions who has knowledge of the Applicant's care of property within his/her care.

### **O.3 Applicant History of not disturbing neighbors or otherwise violating lease conditions, including violating the civil rights of other residents, their guests, neighbors, and employees**

- Landlord references, for the past three (3) years;
- Neighbor references, from a person who has known the applicant for one year and is not related, in the case of an Applicant who is or was not a tenant of record and a landlord reference cannot be obtained;
- Statement from a shelter worker, worker in residential care settings, or workers from other alternative housing institutions who can testify to the Applicant's record of living in such a way as not to interfere with the peaceful enjoyment of neighbors;

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- Other references from independent individuals or agencies, which can testify to the Applicant's record of living in such a way as not to interfere with the peaceful enjoyment of neighbors.

## **0.4 Criminal History**

Each Applicant household member 18 years of age or older shall be required to sign a release to allow the Owner to obtain background search. Discussion of the review and determinations based upon the information that may be included in the background search is included in Section P.8.3 (The Screening Policy).

## **0.5 Verification of Mitigating Circumstances**

If negative information about any household member is found in the process of reviewing the above verifications during the screening process, the Applicant may request that Mitigating Circumstances be considered in making a determination whether the Applicant is qualified for housing. For instance, the Applicant may claim that certain unusual expenses prevented the Applicant from paying rent in a timely fashion. Mitigating Circumstances claimed by an Applicant must be documented. Mitigating Circumstances may also apply to reasonable accommodation provided for those with disabilities or special needs.

## **0.6 Income and Rent Determination**

During the screening process applicants will be required to provide information to verify income for eligibility and rent determination purposes. Applicants will be asked to provide third party verification in the following format:

- three (3) prior year tax returns with W-2 Forms,
- five (5) most recent pay stubs for all household members who are working; three most recent bank statements; and
- other materials necessary to verify income and assets.

Income and Rent will be determined based on the sections listed above including any current or future changes set forth in the HUD Federal Register and/or the Local Initiatives Program Guidelines, and any and all applicable programs.

In the absence of any of the forms of verifications discussed above, affidavits from the family describing the amount and type of income are acceptable documentation as required by the Local Initiatives Program Guidelines and any and all applicable programs.

## **Q. The Screening Policy**

Information to be considered in completing Applicant Screening shall be reasonable related to assessing the conduct of the Applicant and other household members listed on the application, in present and/or prior housing. The Owner shall reject an Applicant if it finds any of the following conditions are present and there is reason to believe the future behavior of the Applicant or Applicant household members will exhibit the same behavior, unless there are acceptable Mitigating Circumstances. The history of the Applicant's household must demonstrate that the Applicant household can reasonably be expected not to:

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- P.1** Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises or to adversely affect their health, safety, or welfare or the security of their property.
- P.2** Violate the civil rights of any person, while on Medfield State Hospital property, in accordance with the Medfield State Hospital Zero Tolerance Policy.
- P.3** Cause damage to the property;
- P.4** Fail to pay rent in full and on time;
- P.5** Violate the terms of the Medfield State Hospital Occupancy Agreement;
- P.6** Require services from the Management Company staff that would alter the fundamental nature of the Owner's program;
- P.7** Illegally use, possess or distribute a controlled substance; or
- P.8** Give the Owner reasonable cause to believe that the illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

The Applicant household's ability and willingness to comply with the above requirements in current and former housing will be checked and documented. The Owner may review the Credit Bureau Report of the household member(s) who will be responsible for paying rent in order to determine Applicant's credit history in meeting rent and housing related utility charges, if any, and to verify Applicant's prior housing history. The Applicant's prior credit history in meeting non-housing-related financial obligations will not be a basis for determining and Applicant ineligible except in cases where the Applicant has no prior rent payment of housing history.

Relevant information respecting habits or practices may also be considered including, but not limited to, the following:

- Applicant's past performance in meeting financial obligations, especially rent;
- The most recent three-year housing history, and whether there is a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents or staff, or cause damage to the unit or development;
- A record of involvement in criminal activity on the part of Applicant or any household member in a crime of physical violence to persons or property or other criminal activity, which if repeated, would threaten other Medfield State Hospital residents, or other criminal activity involving the illegal use of a controlled substance, or if the Owner determines that it has reasonable cause to believe that the illegal use (or pattern of illegal use) of a controlled substance, or abuse, (or pattern of abuse) of alcohol may interfere with the health, safety or right to peaceful enjoyment by other resident. The Owner will utilize the following sources as a reference:
  - Background Search Information provided by the Commonwealth of Massachusetts' Department of Public Safety - Bureau of Identification;
  - Criminal histories provided by other states/jurisdictions; Federal

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- authorities
- Court records and other evidence of criminal activity;
- Background search information that indicates evidence of a prior arrest or conviction for criminal activity which would be a basis for denial due to a reasonably current illegal drug use.

## **R. Notification of Decision on Application**

The Owner/Management Agent will send a written response to each applicant advising such applicant of the status of the application. The response will be mailed not more than thirty (30) days from the date of receipt. Alternate formats for responding to an applicant with a disability will be provided upon applicant's request. If the Owner/Management Agent has not made a determination to reject the applicant, written response will include the status of the application with respect to:

- Q.1** Result of the preliminary determination of eligibility,
- Q.2** Position on the waiting list,
- Q.3** Estimate of the time it may take before the applicant will be offered assistance,
- Q.4** Notice that the applicant is responsible for reporting changes in address, phone number, and preference status,
- Q.5** Where applicable, the applicant's qualifications for a preference(s) for admission, and,
- Q.6** A statement that the applicant has the right to meet with the Owner to discuss the determination made with respect to the application.

## **S. Provisions Relating to Rejection of an Application**

If the applicant is not accepted or placed on the waiting list for admission, the Owner/Management Agent shall follow the procedures outlined in the section above, but shall include the following in its written response to the applicant.

- R.1** the reason(s) for the rejections,
- R.2** notice that the applicant has fourteen (14) business days to respond in writing or to request a conference with the Owner/Management Agent to contest the rejection; and
- R.3** notice that the applicant has the right to request a reasonable accommodation if the applicant believes that, with such an accommodation the applicant would be eligible for admission and that the applicant was rejected for a reason arising from the applicant's disability.

With regard to discrimination, the following phrase will appear on letters which inform applicants that they do not meet eligibility criteria:

"If you believe you have been discriminated against in seeking housing, you should contact the Commission on Human Rights and Opportunity, Fair Housing Unit, 450 Columbus Boulevard, Hartford, CT 06103, telephone (860) 541-3403; or the U.S. Dept. of Housing and Urban Development, telephone (617) 994-8200."

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## **Media and Community Outreach**

Outreach will be conducted through the following methods:

### **Minority Outreach**

Bay State Banner (African American) El Mundo (Spanish)

Sampan (Asian/Pacific Islander) Boston Fair Housing Center Metrolist

### **Local Outreach**

Hometown Weekly Newspapers – Medfield Press Medfield Patch Online

Medfield Cable Access Television Medfield Town Website Medfield School Department

Emails to Medfield Town and School Dept Employees Medfield Public Library

### **Regional Outreach**

Local Disabilities Commissions

- Medfield, Norfolk, Holliston, Norwood, Westwood

Veterans Agents

- Medfield, Millis, Dover, Norfolk, Sherborn, Medway, Millis, Walpole, Westwood, Norwood, Norfolk

Housing Authorities

- Medfield, Millis, Medway, Norfolk, Norwood, Norwell, Walpole, Westwood

Councils on Aging

- Medfield, Millis, Medway, Norfolk, Norwood, Norwell, Walpole, Westwood CHAPA – MassAccessHousing Registry.org

# Exhibit E

## DRAFT FORM DOCUMENT

### LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT  
Local Action Units  
(General)**

This Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Medfield, a Massachusetts municipality (the "Municipality"), and [TRINITY ENTITY], a Massachusetts limited liability company, having an address at 75 Federal Street, 4<sup>th</sup> Floor, Boston, MA 02110, and its successors and assigns ("Developer").

**WITNESSETH:**

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as [Residences at MSH-name TBD] at an approximately 87-acre site located on the former Medfield State Hospital campus, at Hospital Road, Map 71, Parcel 001 in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 334 rental dwellings (the "Units") and an aggregate of 85 (or 25%) of the Units (of which 76 will be governed by this Agreement and 9 will be governed by that certain Regulatory Agreement and Declaration of Restrictive Covenants (Artist Housing) dated as of the date hereof by and among DHCD, Municipality, and Developer dated as of the date hereof) will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the

Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project,

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

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

- [39] of the Low and Moderate Income Units shall be one bedroom units;
- [26] of the Low and Moderate Income Units shall be two bedroom units;
- [9] of the Low and Moderate Income Units shall be three bedroom units; and,
- [11] of the Low and Moderate Income Units shall be studio units.

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

studio units	-	250 square feet
one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the

Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development (“**HUD**”). A “**Family**” shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The “**Area**” is defined as the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by **HUD**. In determining the maximum monthly rent that may be charged for a Low and **Moderate** Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by **HUD**. The initial **maximum** monthly rents and utility allowances for the Low and **Moderate** Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and **Moderate** Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and **Moderate** Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant’s share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and **Moderate** Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and **Moderate** Income Units shall not be increased without the Municipality’s and DHCD’s prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. 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 Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and **Moderate** Income Units as set forth above is based on a change in the Area median income 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 Low and **Moderate** Income 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 Low and **Moderate** Units to reflect an increase in the Area median income 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 Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility

Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) **[For developments with “floating” units add:** If, after initial occupancy, the income of a tenant of a Low and Moderate Income 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 a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.] **[For developments with “fixed” units add:** If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant’s income does not exceed 140% of the maximum income permitted. If the tenant’s income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant’s one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality’s application to DHCD.]

(d) If, after initial occupancy, the **income** of a tenant in a Low and Moderate Income 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) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant **shall** not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

### 3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). All of the Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "**Marketing Plan**") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321). All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "**Marketing Documentation**") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the

Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

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

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "**Registry of Deeds**"), 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.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

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

(b) The execution and performance of this Agreement by the 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 Project 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 Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the 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.

9. Transfer Restrictions. <sup>1</sup>[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 Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

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

- A signed agreement stating that the transferee will assume in full the 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.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer 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

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<sup>1</sup> Transfer restrictions specifically subject to review, comment, and approval of debt and equity financing sources.

federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or

- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The 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 Project or any party of the Project.

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

(d) 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 Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

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. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to

the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

11. Governing Law. 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.

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

DHCD:

Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality:

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

Developer:

[TRINITY ENTITY]  
Attention: Abby Goldenfarb  
75 Federal Street, 4<sup>th</sup> Floor  
Boston, MA 02110

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

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

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

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "**Default Notice**"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "**DHCD Default Notice**"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may 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 non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse DHCD for all costs and attorney's fees associated with such breach.

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

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

DEVELOPER

[TRINITY ENTITY]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN OF MEDFIELD

By: \_\_\_\_\_  
Its Chief Executive Officer

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of the \_\_\_\_\_ [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

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the City/Town of \_\_\_\_\_, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public  
Print Name:  
My Commission Expires:

## CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

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

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

[NAME OF LENDER]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

## EXHIBIT A

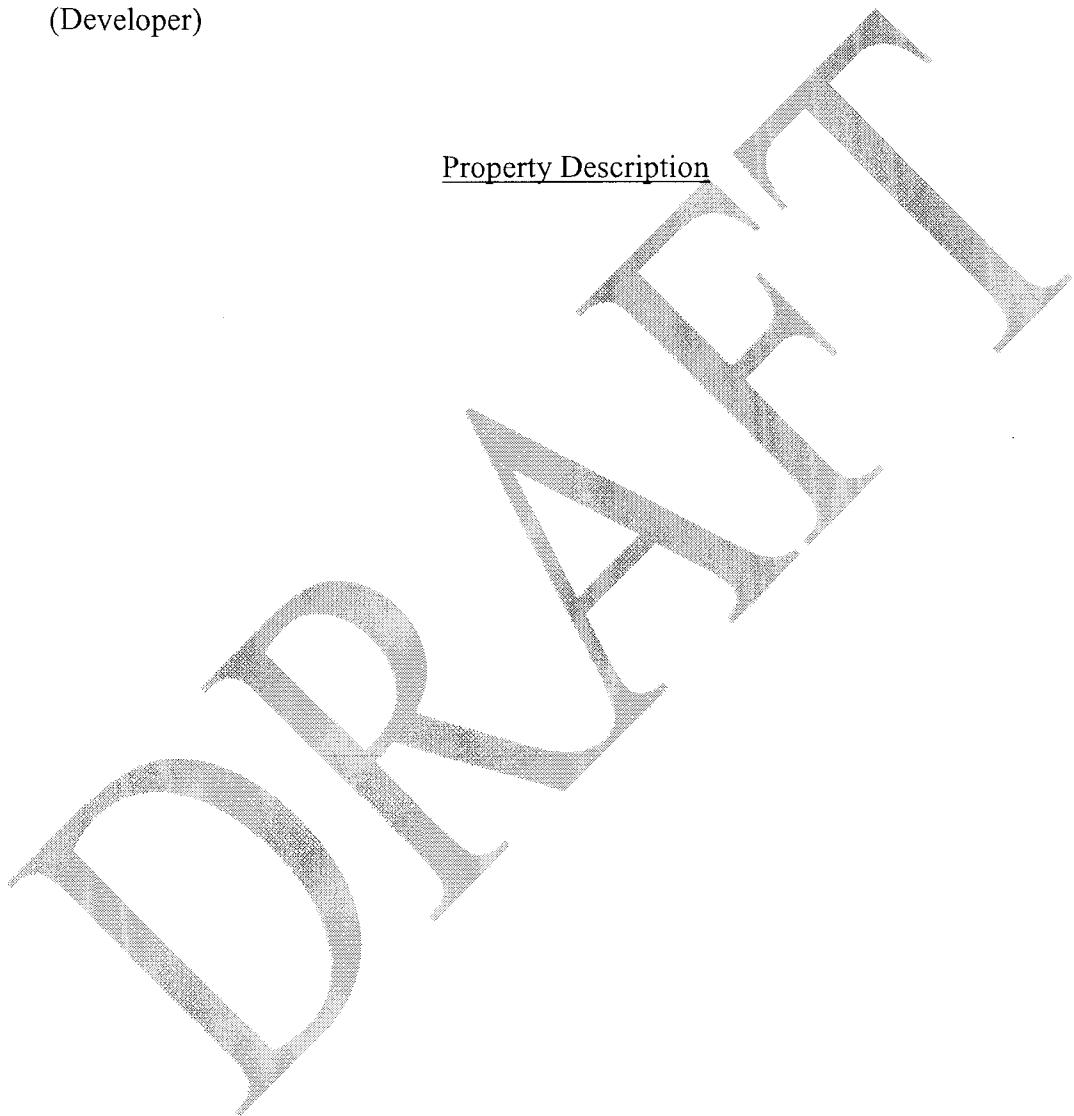
Re:

\_\_\_\_\_  
(Project name)

\_\_\_\_\_  
(City/Town)

\_\_\_\_\_  
(Developer)

### Property Description



## EXHIBIT B

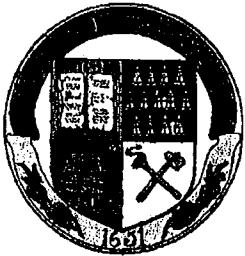
Re: [Residences at MSH-name TBD]  
(Project name)

Medfield, MA  
(City/Town)

[TRINITY ENTITY]  
(Developer)

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

	<u>Rents</u>	<u>Utility Allowance</u>
Studio units	\$[1,964]	\$[87]
One bedroom units	\$[2,104]	\$[125]
Two bedroom units	\$[2,524]	\$[188]
Three bedroom units	\$[2,917]	\$[260]



**TOWN OF ME**  
*Office of*  
**Marion Bonoldi, Town Clerk**  
459 Main Street  
Medfield, Massachusetts 02052

**Exhibit F1**

(508) 906-3024  
mbonoldi@medfield.net  
town.medfield.net

**TOWN OF MEDFIELD**  
**COMMONWEALTH OF MASSACHUSETTS**  
**WARRANT FOR THE JUNE 21, 2022**  
**SPECIAL TOWN MEETING**

Norfolk, ss.

To the Constables of the Town of Medfield in said County, Greetings:

In the Name of the Commonwealth, you are directed to notify and warn the Inhabitants of the Town of Medfield, qualified to vote in elections and in town affairs, to meet at the Amos Clark Kingsbury School gymnasium, located at 88R South Street in said Medfield, on TUESDAY the twenty first day of June, A.D., 2022, commencing at 6:00 PM. to act on the following articles:

**Article 1.** To see if the Town will vote to authorize the Board of Selectmen (i) to convey to Trinity Acquisitions LLC, or its designee ("Trinity"), portions of the property known as the "Medfield State Hospital" shown on the Town of Medfield Assessors Map 71 Lot 001 and in addition to (a) grant any easements to Trinity, or (b) enter into any leases with Trinity for a period of up to 30 years, and (ii) to accomplish said conveyance and transfer, negotiate and execute any and all documents necessary to effectuate same and which are in the best interest of the Town (collectively, the "Agreements"); and further that in accordance with section 110-12 of the General Bylaws of the Town of Medfield, the Town approves a sewer extension to provide sewer service to the project contemplated under the Agreements and which service will be in excess of 500 feet; or take any other action in relation thereto.

(Board of Selectmen)



**TOWN OF MEDFIELD**  
*Office of*  
**Marion Bonoldi, Town Clerk**  
459 Main Street  
Medfield, Massachusetts 02052

(508) 906-3024  
mbonoldi@medfield.net  
town.medfield.net

**VOTED:** a. Move that the Board of Selectmen is authorized to convey to Trinity Acquisitions LLC, or its designee, portions of the property known as the "Medfield State Hospital" approximately as shown on a plan entitled "Exhibit A, Project Area" and dated June 15, 2022, but specifically excluding the CAM Lease Area as shown on said plan and in addition to grant any permanent easements as further shown on a plan entitled "Exhibit B, Easement Areas" and dated June 15, 2022, and temporary easements as may be required, all in accordance with that certain Land Disposition Agreement dated June 21, 2022, and to accomplish said conveyance and transfer negotiate and execute any and all documents necessary to effectuate same and which are in the best interest of the Town, and  
b. further that in accordance with section 110-12 of the General Bylaws of the Town of Medfield, the Town approves a sewer extension to provide sewer service to the project contemplated under the Agreement and which service will be in excess of 500 feet.

(TWO THIRDS VOTE REQUIRED BY THE SPECIAL TOWN MEETING)

**PASSES BY 2/3 – VOTE PASSES - 06/21/2022**

A TRUE COPY ATTEST:

A handwritten signature in black ink, appearing to read "Marion Bonoldi".

TOWN CLERK OF MEDFIELD, MA

# Exhibit F2

----- / ACQUISITIONS LLC  
CERTIFICATE OF ORGANIZATION

FILED

AUG 23 2012

SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

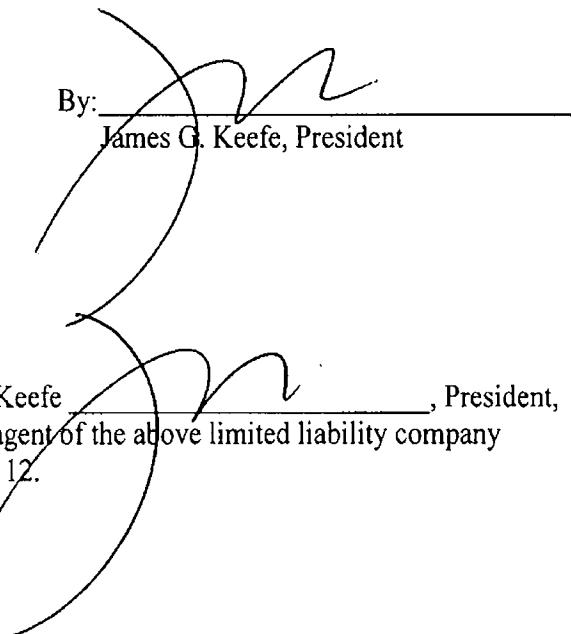
Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned, in order to form a limited liability company, hereby certifies as follows:

1. Name of the Limited Liability Company. The name of the limited liability company to be formed hereby is Trinity Acquisitions LLC (the "LLC").
2. Federal Employer Identification Number. The limited liability company to be formed hereby has applied for (but not yet received) a federal employer identification number.
3. Office of the Limited Liability Company. The address of the office of the LLC in the Commonwealth at which the LLC will maintain its records in accordance with the Act is c/o Trinity Financial, Inc., 40 Court Street, Suite 800, Boston, Massachusetts 02108.
4. Purpose. The general character of the business of the LLC is to locate, evaluate, acquire, hold, maintain, improve, rehabilitate, operate, finance, refinance, lease and otherwise invest in, deal with and dispose of real estate and interests therein, and to engage in any activities directly or indirectly related or incidental thereto and to engage in such other activities as are necessary, appropriate, convenient or incidental to the foregoing purposes, and any other lawful business, trade, purpose or activity permitted to a limited liability company organized in the Commonwealth of Massachusetts.
5. Date of Dissolution. The LLC shall not have fixed date upon which it shall dissolve.
6. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is Trinity Acquisitions, Inc., 40 Court Street, Suite 800, Boston, Massachusetts 02108.
7. Manager. As of the date hereof, the LLC does not have any managers.
8. Execution of Documents (Secretary of State). Trinity Acquisitions, Inc. is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. The business address is c/o Trinity Financial, Inc., 40 Court Street, Suite 800, Boston, Massachusetts 02108.
9. Execution of Recordable Instruments. Trinity Acquisitions, Inc. is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property. The business address is c/o Trinity Financial, Inc., 40 Court Street, Suite 800, Boston, Massachusetts 02108.

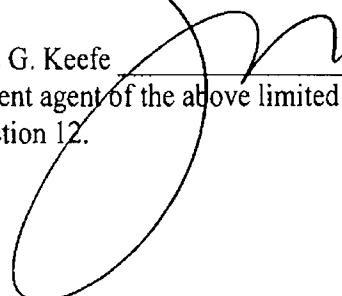
IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, as of August 23, 2012.

TRINITY ACQUISITIONS, INC.,  
a Massachusetts corporation

By:

  
James G. Keefe, President

Consent of Resident Agent

Trinity Acquisitions, Inc., by James G. Keefe , President, consents to its appointment as resident agent of the above limited liability company pursuant to G.L. Chapter 156C, Section 12.

TRINITY FINANCIAL, INC.  
40 COURT STREET, SUITE 800  
BOSTON, MASSACHUSETTS 02108

August 23, 2012

Commonwealth of Massachusetts  
Secretary of the Commonwealth  
Boston, Massachusetts 02133

Re: Consent to Use Name

Ladies and Gentlemen:

The undersigned hereby consent to the use of the names of "Trinity Acquisitions, Inc.," and "Trinity Acquisitions LLC" by the entities to be formed in the Commonwealth.

Trinity Financial, Inc., Trinity Neponset, Inc.,  
Trinity Neponset LLC, Trinity Newport, Inc.,  
Trinity Foley, Inc., Trinity Foley Limited  
Partnership, Trinity Newport Limited Partnership,  
Trinity Neponset Limited Partnership, Trinity East  
Boston, Inc., Trinity East Boston Limited  
Partnership, Trinity Newport Development, Inc.,  
Trinity Newport Four, Inc., Trinity Newport Four  
Limited Partnership, Trinity East Boston Two, Inc.,  
Trinity East Boston Two Limited Partnership,  
Trinity East Boston Three, Inc., Trinity East Boston  
Two Limited Partnership, Trinity East Boston  
Development Limited Partnership, Trinity  
Newburyport, Inc., Trinity Mattapan Heights, Inc.,  
Trinity East Boston Four, Inc., Trinity East Boston  
Four Limited Partnership, Trinity Newport Four  
Phase Three, Inc., Trinity Newport Four Phase Three  
Limited Partnership, Trinity River Street, Inc.,  
Trinity River Street Limited Partnership, Trinity  
Mattapan Heights Limited Partnership, Trinity  
Canal, LLC, Trinity New Haven Housing Two  
Limited Partnership, Trinity New Haven Housing  
Two, Inc., Trinity East Boston, Inc., Trinity East  
Boston Development, Inc., Trinity East Boston Site  
Work, Inc., Trinity Ashmont GP LLC, Trinity  
Mattapan Three GP LLC, Trinity ADH LLC, Trinity  
Franklin Hill Phase Two Limited Partnership,  
Trinity Franklin Hill Phase Two, Inc., Trinity  
Franklin Hill Four Phase Two Limited Partnership,  
Trinity Financial LLC, Trinity Financial Asset LLC,  
Trinity New Haven LLC, Trinity New Haven Site  
Work, Inc., Trinity Rowe, Inc., Trinity Rowe Limited  
Partnership, Trinity Boylston, Inc., Trinity Boylston  
Limited Partnership, Trinity Appleton Four, Inc.,  
Trinity Appleton Four Limited Partnership, Trinity  
Appleton STC LLC, Trinity Appleton Four STC  
LLC, Trinity Freudenberg Limited Partnership,  
Trinity Freudenberg, Inc., Trinity Washington Beech  
Phase Two Limited Partnership, Trinity Washington  
Beech Phase Two, Inc., Trinity Development LLC,

Trinity New Haven Housing, Inc., Trinity New Haven  
Housing Limited Partnership, Trinity Newport Phase Two,  
Inc., Trinity Newport Phase Two Limited Partnership,  
Trinity Terrace, Inc., Trinity Terrace Limited Partnership,  
Trinity Community Development, LLC, Trinity Terrace  
Cooperative Corporation, Trinity New Haven Four, Inc.,  
Trinity New Haven Four Limited Partnership, Trinity  
Newport Four Phase Two, Inc., Trinity Newport Four Phase  
Two Limited Partnership, Trinity Carlton, Inc., Trinity  
Carlton LLC, Trinity Franklin Hill LLC, Trinity Mattapan  
Heights Three, Inc., Trinity Mattapan Heights Three Limited  
Partnership, Trinity Newport Phase Three, Inc., Trinity  
Newport Phase Three Limited Partnership, Trinity  
Newburyport, Inc., Trinity Newburyport Limited  
Partnership, Trinity River Street, Inc., Trinity River Street  
Limited Partnership, Trinity Canal, Inc., Trinity Canal  
Limited Partnership, Trinity Franklin Hill, Inc., Trinity  
Franklin Hill Phase One, Inc., Trinity Franklin Hill Four  
Phase One, Inc., Trinity Franklin Hill Limited Partnership,  
Trinity Franklin Hill Phase One Limited Partnership, Trinity  
Franklin Four Phase One Limited Partnership, Trinity  
Franklin Hill Site Work, Inc., Trinity Ashmont  
Homeownership, Inc., Trinity Ashmont Retail, Inc., Trinity  
Ashmont Homeownership Limited Partnership, Trinity  
Ashmont Retail Limited Partnership, Trinity Franklin Hill  
Four Phase Two, Inc., Trinity Financial Development, LLC,  
Trinity Washington Beech, Inc., Trinity Washington Beech  
Limited Partnership, Trinity Washington Beech Site Work,  
Inc., Trinity Washington Beech Phase One Limited  
Partnership, Trinity Washington Beech Phase One, Inc.,  
Trinity Washington Beech Four Phase One Limited  
Partnership, Trinity Washington Beech Four Phase One, Inc.,  
Trinity Rowe, Inc., Trinity Rowe Limited Partnership,  
Trinity Newbury, Inc., Trinity Newbury Limited Partnership,  
Trinity Appleton, Inc., Trinity Appleton Limited Partnership,  
Trinity Regency Limited Partnership, Trinity Regency, Inc.,  
Trinity Regency Affordable Limited Partnership, Trinity  
Regency Affordable, Inc., Trinity Regency STC LLC,  
Trinity Regency Development LLC, Trinity Washington  
Beech Four Phase Two Limited Partnership, Trinity

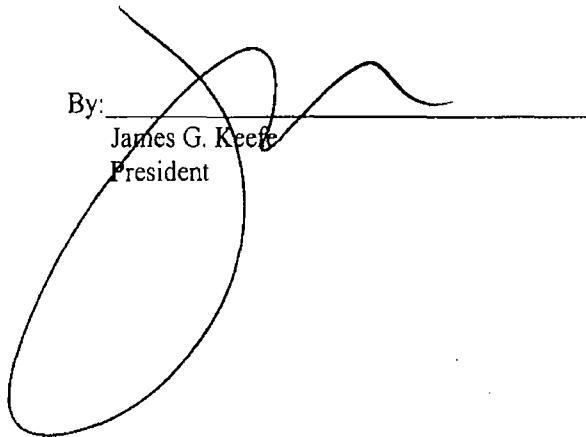
Trinity Rowe Development LLC, Trinity New Haven Development LLC, Trinity Mattapan Heights Five, Inc., Trinity Mattapan Heights Five Limited Partnership, Trinity Lucerne, Inc, Trinity Lucerne Limited Partnership, Trinity Vicksburg Square, Inc., Trinity Vicksburg Limited Partnership, Trinity Stamford, Inc. and Trinity Stamford, LLC, Trinity Taunton Development, Inc., Trinity Taunton Limited Partnership, Trinity Taunton Nine, Inc., Trinity Taunton Limited Partnership, Trinity Taunton Four, Inc., Trinity Taunton Four Limited Partnership, and Trinity Taunton Site Work, Inc., Trinity Lucerne Development LLC, Trinity Wilmot, Inc, Trinity Wilmot Limited Partnership, Trinity Mattapan Heights Five Development LLC, Trinity Taunton Development LLC, Trinity 110 Canal, Inc., Trinity 110 Canal Limited Partnership

Washington Beech Four Phase Two, Inc., Trinity Washington Beech STC LLC, Trinity One Canal, Inc., Trinity One Canal Limited Partnership, Trinity One Canal LLC, Trinity Brockton, Inc., Trinity Brockton Limited Partnership, Trinity Brockton Commercial, Inc., Trinity Brockton Commercial Limited Partnership, Trinity Brockton Phase One, Inc., Trinity Brockton Phase One Limited Partnership, Trinity Brockton Four Phase One, Inc., Trinity Brockton Four Phase One Limited Partnership, Trinity Taunton Development, Inc., Trinity Taunton Limited Partnership, Trinity Taunton Nine, Inc., Trinity Taunton Limited Partnership, Trinity Taunton Four, Inc., Trinity Taunton Four Limited Partnership, Trinity Taunton Site Work, Inc., Trinity Woonsocket, Inc, Trinity Woonsocket Limited Partnership, Trinity Woonsocket Development LLC, Trinity Northampton Phase One, Inc., Trinity Northampton Phase One Limited Partnership

SIGNATURE PAGE TO CONSENT LETTER

By:

James G. Keefe  
President

A large, handwritten signature in black ink, appearing to read "James G. Keefe", is written over a horizontal line. The signature is fluid and cursive, with a prominent oval loop on the left and a wavy line on the right.

CHECK/VOUCHER # 9946

The Commonwealth of Massachusetts  
Limited Liability Company  
(General Laws, Chapter 156C)

**1179384**

Filed this 23rd day of August, 2012.

*William Francis Galvin*

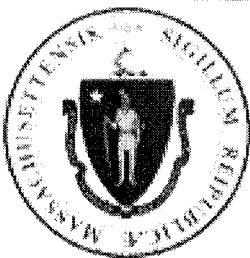
William Francis Galvin  
Secretary of the Commonwealth

SEARCHED  
INDEXED  
FILED  
2012 AUG 23 PM 3:52  
COMMONWEALTH LIBRARY

Name Stephen Rappaport

Phone (617) 526-5164

## Exhibit F3



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001086444The date of filing of the original certificate of organization: 8/23/20121.a. Exact name of the limited liability company: TRINITY ACQUISITIONS LLC1.b. The exact name of the limited liability company *as amended*, is: TRINITY ACQUISITIONS LLC

2a. Location of its principal office:

No. and Street: 75 FEDERAL STREET  
4TH FLOORCity or Town: BOSTON State: MA Zip: 02110 Country: USA3. As *amended*, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CORPORATION SERVICE COMPANY  
 No. and Street: 84 STATE STREET  
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name	Address (no PO Box)
MANAGER	First, Middle, Last, Suffix TRINITY ACQUISITIONS INC	Address, City or Town, State, Zip Code 75 FEDERAL STREET 4TH FLOOR BOSTON, MA 02110 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name	Address (no PO Box)
SOC SIGNATORY	First, Middle, Last, Suffix TRINITY ACQUISITIONS INC	Address, City or Town, State, Zip Code 75 FEDERAL STREET 4TH FLOOR BOSTON, MA 02110 USA

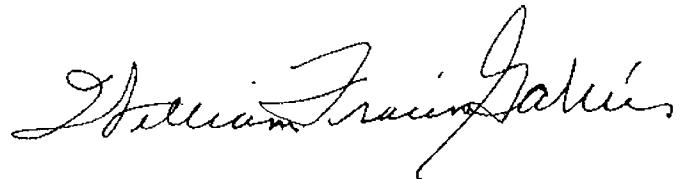
8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record

<b>Title</b>  REAL PROPERTY	<b>Individual Name</b>  First, Middle, Last, Suffix  TRINITY ACQUISITIONS INC	<b>Address (no PO Box)</b>  Address, City or Town, State, Zip Code  75 FEDERAL STREET 4TH FLOOR BOSTON, MA 02110 USA
<b>9. Additional matters:</b>		
<b>10. State the amendments to the certificate:</b> <u>REMOVAL OF JAMES G KEEFE, PATRICK AT LEE AND REBECCA HEMENWAY AS MANAGER</u> <u>S. THEY ARE OFFICERS OF TRINITY ACQUISITIONS INC THE SOLE MEMBER OF TRINITY AC</u> <u>QUISITIONS LLC</u>		
<b>11. The amendment certificate shall be effective when filed unless a later effective date is specified:</b>		
<b>SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of January, 2017,</b> <u>TRINITY ACQUISITIONS INC</u> , Signature of Authorized Signatory.		
© 2001 - 2017 Commonwealth of Massachusetts All Rights Reserved		

THE COMMONWEALTH OF MASSACHUSETTS

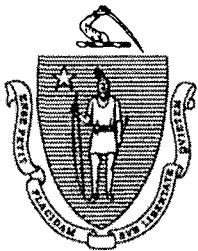
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 31, 2017 02:32 PM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" on the first line and "Francis Galvin" on the second line.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



*The Commonwealth  
Secretary of the Commonwealth  
State House, Boston, Massachusetts 02133*

**Exhibit F4**

William Francis Galvin  
Secretary of the Commonwealth

January 10, 2023

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**TRINITY ACQUISITIONS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 23, 2012**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JAMES G. KEEFE, PATRICK A. T. LEE, REBECCA HEMENWAY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JAMES G KEEFE, PATRICK A. T. LEE, REBECCA HEMENWAY**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

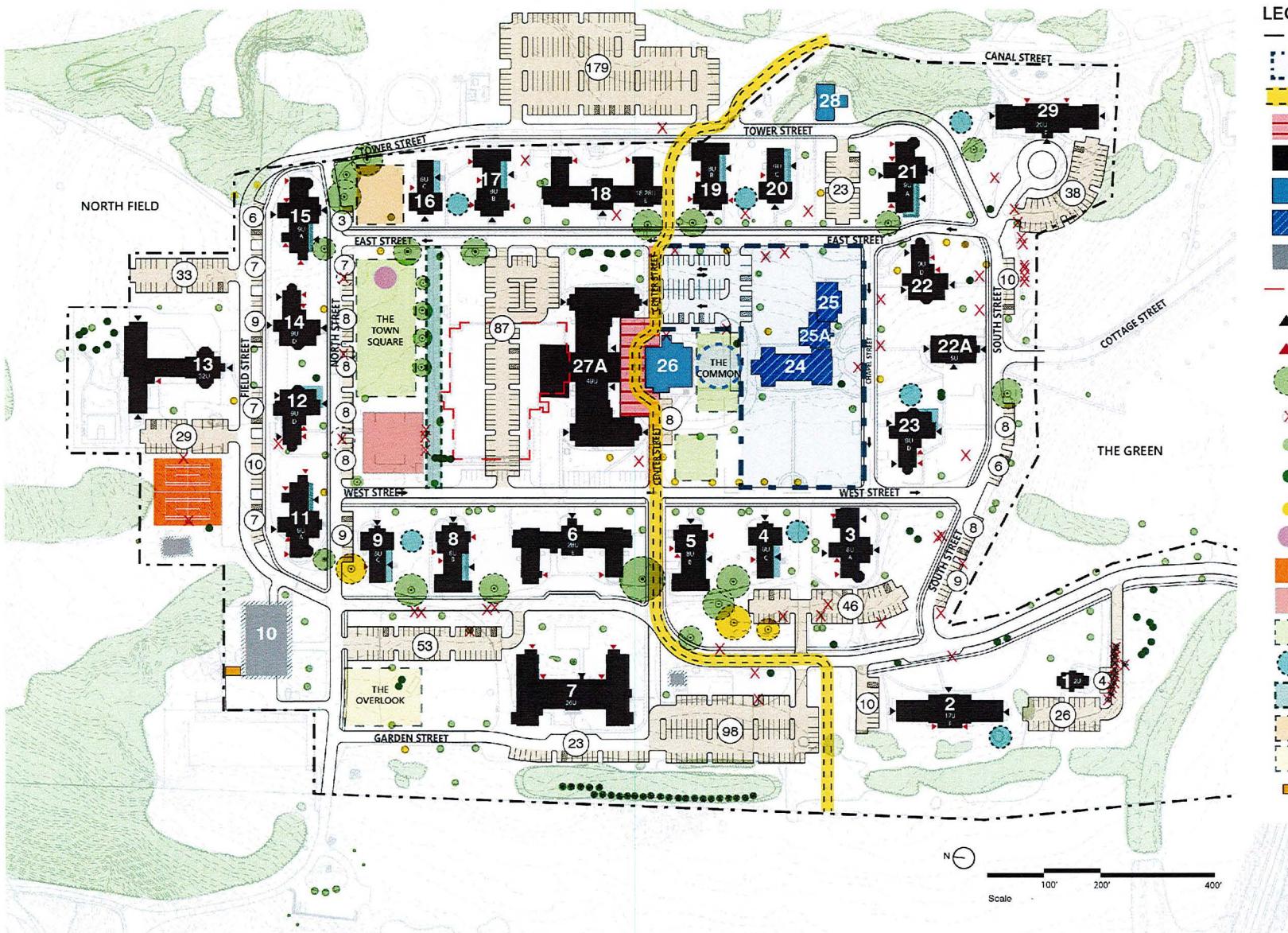
on the date first above written.

A circular seal of the Commonwealth of Massachusetts, featuring a Native American figure holding a bow and arrow, a star above, and a crest with a bent arm holding a sword. The seal is surrounded by a circular border with the text "SIGILLUM REIPUBLICÆ MASSACHUSETTENSIS" and "SIGILLUM REIPUBLICÆ MASSACHUSETTENSIS".

*William Francis Galvin*  
Secretary of the Commonwealth

# Exhibit B

## MEDFIELD STATE HOSPITAL SITE PLAN



### LEGEND

—	Approximate Project Extents
■	Approximate CAM Lease Line
■	12' W. Public Access Easement
■	Woonerf [pedestrian and vehicle access]
■	Residential Building
■	Community Building
■	CAM Building
■	Potential Maintenance Facility
—	Existing Building to be removed
▲	Building Main Entrance
▲	Building Egress
●	Existing Tree to Remain and be protected
✗	Existing Tree to be Removed
●	Existing Deciduous Tree in Good Condition
●	Existing Evergreen Tree in Good Condition
●	Existing Tree in Fair Condition
●	Existing Labyrinth to Remain
■	Combined Tennis/Pickleball Court Location
■	Basketball Court Location
■	Open Lawn Location
●	Outdoor Room Location
■	Promenade Location
■	Potential Amenity Play Area
■	Potential Resident Amenity Garden
■	Dumpster Location

ALL FIGURES AND ILLUSTRATIONS APPROXIMATE

ICON ARCHITECTURE / KMDG / VHB FOR TRINITY FINANCIAL

MEDFIELD STATE HOSPITAL | 29 NOVEMBER 2022

*Town of Medfield, MA  
Tuesday, January 24, 2023*

## Chapter 300. Zoning

### Article 14. Administration and Enforcement

#### § 300-14.15. Special permits by Planning Board.

[Added 4-24-2017 ATM by Art. 42]

Certain uses, structures, or conditions are designated as "SPPB" in the Table of Use Regulations, included as an attachment to this Bylaw. These uses require a special permit from the Planning Board, which may be obtained only by use of the following procedure.

##### A. Form of application.

- (1) Any person desiring to apply for a special permit hereunder shall submit an application, in writing, to the Planning Board with a copy to the Building Commissioner, the Board of Health, and Town Clerk. Each application shall contain the following information:
  - (a) The full name and address of the applicant.
  - (b) The full name and address of the record owner of the real estate concerning which the special permit is sought if different from the applicant.
  - (c) If the applicant is other than the record owner of the real estate, the nature of the applicant's interest in the real estate (i.e., lease, option to purchase, etc.).
  - (d) The street address and zone for the property concerning which a special permit is sought.
  - (e) A summary of any construction or change which the applicant intends to make to the property if the special permit is granted.
  - (f) Zoning Table to show existing and proposed dimensional requirements using methodologies found in the Medfield Zoning Bylaw.
  - (g) A site plan showing the boundary lines of the premises and the locations of structures thereon, including parking areas, walkways, patios, decks, accessory structures, utilities, easements, stone walls or other significant features.
  - (h) Current stamped plans showing any proposed construction, alterations or renovations of the premises for which the special permit is sought.

- (i) Current stamped engineered plans showing proposed drainage system.
- (j) If the proposed use contemplates removal or disturbance of any earth, topographical plans of the property shall be furnished which show existing and finished ground contours at two-foot intervals.
- (k) A summary of applicant's reasons for seeking the special permit.

(2) The Planning Board may require from any applicant for a special permit such additional information as it may determine to be necessary to determine the effect of the proposed use upon neighboring persons and property, and upon the welfare of the Town.

B. If no recommendations are received within 35 days after the date on which a copy of the application is submitted to the Building Commissioner and the Board of Health, as required by Subsection **A**, it shall be deemed lack of their opposition thereto.

C. Hearing. The Planning Board shall, at the expense of the applicant, give notice of a public hearing as required by the Zoning Act and shall, after publication of said notice, hold a public hearing on the application. The public hearing shall not be held until at least 21 days have elapsed and within 65 days from the date of the filing of the application. The public hearing shall be conducted in accordance with the rules and procedures prescribed by the Planning Board as required by the Zoning Act.

D. The Planning Board shall adopt and from time to time amend rules relative to the issuance of special permits and shall file a copy of said rules in the office of the Town Clerk.

E. After the public hearing required by Subsection **C** has been concluded, the Planning Board may grant a special permit if it concludes that a special permit is warranted by the application and the evidence produced at the public hearing and if it makes the following specific findings of fact:

- (1) Overall design is consistent and compatible with the neighborhood, including as to factors of building orientation, scale, and massing.
- (2) Vehicular traffic flow, access and parking and pedestrian safety are properly addressed such that the proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking in the neighborhood.
- (3) Drainage, utilities and other infrastructure are adequate or will be upgraded to accommodate development.
- (4) The proposed use will not have any significant adverse effect upon properties in the neighborhood, including property values.
- (5) Project will not adversely affect or cause substantial damage to any environmentally significant natural resource, habitat, or feature or, if it will, proposed mitigation, remediation, replication, or compensatory measures are adequate.
- (6) Number, height, bulk, location and siting of building(s) and structure(s) will not result in abutting properties being deprived of light or fresh air circulation or being exposed to flooding or subjected to excessive noise, odor, light, vibrations, or airborne particulates.

- (7) Water consumption and sewer use, taking into consideration current and projected future local water supply and demand and wastewater treatment capacity, will not be excessive.
- (8) The proposed use will not create any hazard to public safety or health in the neighborhood.
- (9) If public sewerage is not provided, plans for on-site sewage disposal systems are adequate and have been approved by the Board of Health.

F. New two-family dwellings with a proposed lot coverage equal to or greater than 15% (in the RU Zoning District) or the conversion of an existing single-family dwelling to a new two-family dwelling with a proposed lot coverage equal to or greater than 15% (in the RU Zoning District) shall be permitted subject to the following special criteria:

- (1) The common party wall shall connect habitable space (an area within a building, typically a residential building, used for living, sleeping, eating or cooking purposes - also called "occupiable space." Those areas not considered to meet this definition include storage rooms, garages and utility spaces).
- (2) There shall be no more than two garage bays (or two interior parking spaces as defined by the Zoning Bylaw) per unit and they should be oriented so that they are in character with the surrounding properties.
- (3) Each dwelling unit has access to private yard, patio, or other private outdoor space.
- (4) The Planning Board, in its discretion, may require additional screened buffer zone for the privacy of adjacent properties. Screening can include use of existing trees and plants, new vegetation, fencing, or a combination of these options.
- (5) Each parking space or driveway serving a two-family dwelling shall be set back at least 10 feet from any side lot line and rear lot line and shall be designated on the site plan.
- (6) Adequate provisions for snow removal or on-site storage should also be demonstrated.

G. Multifamily dwelling developments shall be permitted subject to the following special criteria:

[Added 4-30-2018 ATM by Art. 41<sup>[1]</sup>]

- (1) The development of multiple dwellings does not detract from the livability, scale, character or economic value of existing residential neighborhoods.
- (2) There shall be no more than two garage bays (or two interior parking spaces as defined by the Zoning Bylaw) per unit and they should be oriented so that they are in character with the streetscape and surrounding properties.
- (3) Each dwelling unit should have access to private yard, patio, or other private outdoor space.
- (4) Negative visual impacts of the development, if any, are screened from adjacent properties and nearby streets by landscaping or other site planning techniques. The Planning Board, in its discretion, may

require additional screened buffer zone for the privacy of directly abutting properties. Screening can include use of existing trees and plants, new vegetation, fencing, or a combination of these options.

- (5) Each parking space or driveway serving a multifamily dwelling shall be set back at least 10 feet from any side lot line and rear lot line and shall be designated on the site plan.
- (6) Adequate provisions for snow removal or on-site storage should also be demonstrated.
- (7) The access, egress, and internal circulation are designed to provide a network of pedestrian-friendly streetscapes.
- (8) The dwellings are sited and oriented in a complementary relationship to: each other, the common open space, and the adjacent properties with respect to scale, mass, setback, proportions and materials.

[1] *Editor's Note: This article also redesignated former Subsections G and H as Subsections H and I, respectively.*

H. Historic preservation incentive for two-family dwellings in the RU Zoning District.

- (1) A special permit pursuant to § 300-14.15A through F for a proposed project that preserves a structure that has received a determination from the Medfield Historical Commission that the structure is a "historically significant structure" (as defined by Town Code § 150-13, as the same may be amended from time to time) may allow a lot coverage of up to 30% upon finding the property complies with the following criteria:
  - (a) As to the existing historic structure, the project:
    - (i) Preserves the primary part of the existing historic structure, particularly that portion which is visible from the street, integral to the historic character of the property and important for its relationship to neighboring structures.
    - (ii) Preserves the historic structure's existing scale, massing, height, setback, orientation, roofline, materials, and architectural details.
    - (iii) Maintains the size, type and spacing of existing windows and doors.
    - (iv) Maintains any historic outbuildings on the property whenever possible.
  - (b) It shall be a prerequisite to requesting such increased lot coverage that the applicant shall have submitted to Medfield Historical Commission information relating to the historical features of the structure to enable the Commission to make a determination as to whether such structure is a "historically significant structure." Where such increased lot coverage is sought, a copy of the Commission's determination must be included in the applicant's application for a special permit pursuant to § 300-14.15A through F.
- (2) As to new construction directly related to an existing historic structure, the new construction respects and reflects the scale,

massing, roof forms, materials, windows, doors, and other architectural details of the related historic structure.

- I. Waivers to special permit criteria for a two-family dwelling. One or more of the special permit criteria specific to two-family dwellings required by Subsection F(1) through (6) may be waived if, in the opinion of the Planning Board, based on compelling reasons of safety, aesthetics, or site design and evidence submitted by the applicant at the public hearing, the proposed project can be built without substantial detriment to the neighborhood, the proposed building is compatible with the neighborhood and surrounding properties, and the proposed project is otherwise consistent with the requirements of Subsections E, F, and G of this Section. **[Amended 4-30-2018 ATM by Art. 41]**

Note: Waivers granted to one project do not mean future projects may automatically receive the same waivers.

*Town of Medfield, MA  
Tuesday, January 24, 2023*

## Chapter 300. Zoning

### Article 20. Medfield State Hospital District

[Added 11-18-2019 STM by Art. 2]

#### § 300-20.1. Purposes.

This article sets forth the procedures and minimum requirements for the creation of the Medfield State Hospital District (MSHD) within the Town of Medfield in furtherance with § 300-1.3 of the Zoning Bylaw. The purposes of the MSHD are to:

- A. Promote the reuse of the former Medfield State Hospital property and certain nearby properties by encouraging a balanced, mixed-use approach with housing, educational, recreational, cultural and commercial uses, with open space and with public access;
- B. Implement the goals and objectives of the Strategic Reuse Master Plan for Medfield State Hospital;
- C. Promote the public health, safety, and welfare by encouraging diversity of housing opportunities;
- D. Increase the availability of affordable housing by creating a range of housing choices for households of all incomes, ages, and sizes, and meet the existing and anticipated housing needs of the Town, as identified in the Medfield Housing Production Plan (2016);
- E. Ensure high quality site reuse and redevelopment planning, architecture and landscape design that enhance the distinct visual character and identity of the Medfield State Hospital area and provide a safe environment with appropriate amenities;
- F. Encourage preservation and rehabilitation of historic buildings;
- G. Encourage the adoption of energy and water efficient building practices and sustainable construction methods and practices;
- H. Establish design principles and guidelines and ensure predictable, fair and cost-effective development review and permitting;

#### § 300-20.2. Definitions.

For purposes of this article only, the following definitions shall apply. Capitalized terms used but not defined in this article shall have the meanings ascribed to them in Article 2.

## **ADMINISTERING AGENCY**

The Medfield Board of Selectmen, or such other committee or organization as may be designated by the Medfield Board of Selectmen, with the power to monitor and enforce compliance with the provisions of this article related to affordable housing, including but not limited to enforcement and oversight with respect to i) rental rates and sales prices; ii) income eligibility determinations for households applying for affordable housing; iii) marketing of affordable housing pursuant to an approved housing marketing and resident selection plan; and iv) recording of affordable housing restrictions. In a case where the administering agency cannot adequately carry out its administrative duties, upon certification of this fact by the Medfield Board of Selectmen, such duties shall devolve to and thereafter be administered by an alternative committee or organization designated by the Medfield Board of Selectmen.

## **AFFORDABLE HOMEOWNERSHIP UNIT**

A unit of affordable housing required to be sold to an eligible household.

## **AFFORDABLE HOUSING**

One or more housing units subject to an affordable housing restriction, deed rider or other restriction running with the land that requires such units to be affordable to and occupied by eligible households.

## **AFFORDABLE HOUSING RESTRICTION**

An affordable housing restriction, deed rider or other restriction running with the land affecting one or more affordable units that meets the requirements set forth in MGL c. 184, § 31 and this article.

## **AFFORDABLE RENTAL UNIT**

A unit of affordable housing required to be rented to an eligible household.

## **AFFORDABLE UNIT**

Either an affordable rental unit or an affordable homeownership unit.

## **APPLICANT**

Any person or entity having a legal or equitable interest in a proposed project or the authorized agent of any such person or entity.

## **APPLICATION**

A petition for plan approval filed with the plan approval authority by an applicant and inclusive of all required documentation as specified in administrative rules adopted pursuant to §§ 300-20.9 and 300-20.10 of this article.

## **ARTIST LIVE/WORK DWELLING**

A residential unit in which up to 50% of the gross floor area may be used for the production, display and sale of arts and crafts made on premises by the occupant of such unit. Additionally, for the purposes of this article, this term shall also mean a building or buildings where a portion of the total space is used for residential purposes and other portions, not to exceed 50% of the gross floor area of the building or buildings are used

for the production, display and sale of arts and crafts produced by the residents thereof.

### **AS-OF-RIGHT**

A use permitted under § 300-20.5 of this article without need for a special permit, variance, zoning amendment, or other form of zoning relief. A proposed project that requires plan approval by the plan approval authority pursuant to §§ 300-20.9 through 300-20.13 shall be considered an as-of-right proposed project.

### **ASSISTED LIVING**

Housing units and associated facilities designed for the elderly who require daily assistance but who do not require nursing home care. An assisted living housing unit consists of a room or group of rooms for one or more persons with provisions for living and sleeping for the exclusive use of the individual or household unit. Assisted living housing units may provide cooking and sanitary facilities. Associated or shared facilities may include common dining facilities with limited meals, housekeeping services, and common space for social, educational and recreational activities. Assisted living provides personal services, medical monitoring and supervision. Assisted living shall refer to certified assisted living residences only, as defined and certified under MGL Chapter 19D, and as regulated under 651 CMR 12.00

### **BEST MANAGEMENT PRACTICES (BMPs)**

Structural, vegetative, or managerial practices designed to treat, prevent, or reduce degradation of water quality due to stormwater runoff and snow melt.

### **CONTINUING CARE RETIREMENT COMMUNITY (CCRC)**

A building or group of buildings providing a continuity of residential occupancy and health care for elderly persons in the form of congregate housing. This facility includes dwelling units for independent living, assisted living facilities, memory care, or a skilled nursing care facility of a suitable size to provide treatment or care of the residents. Health services should range from health monitoring for the well-elderly, to assisted living in independent living units, to nursing home care on the same site. A CCRC may also include ancillary facilities for the further enjoyment, service, or care of the residents. The facility is restricted to persons 60 years of age or older or married couples or domestic partners where either the spouse or domestic partner is 60 years of age or older.

### **DESIGN GUIDELINES**

The standards set forth in the document entitled, "Medfield State Hospital Strategic Reuse Plan," and the Medfield State Hospital District Design Guidelines established in this bylaw. The design guidelines are applicable to all proposed projects within the MSHD. A copy of the design guidelines is on file in the office of the Town Clerk and the office of the Town Planner.

### **DEVELOPMENT PLAN**

A plan setting forth the proposed area, location and appearance of structures, open space and landscaping for a proposed project(s) within the MSHD, including proposed uses, densities, number and configuration of affordable units, dimensions, parking, loading, and traffic circulation.

**DHCD**

The Massachusetts Department of Housing and Community Development or any successor agency.

**ELIGIBLE HOUSEHOLD**

An individual or household with an annual income not greater than 80% of the area-wide median income as determined by United States Department of Housing and Urban Development (HUD), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

**ELIGIBLE SUBSIDY**

An affordable housing subsidy awarded to a proposed project, provided that DHCD recognizes units produced with such subsidy as eligible for listing on its Subsidized Housing Inventory.

**HUD**

The United States Department of Housing and Urban Development or any successor agency.

**LIVE/WORK DWELLING**

A dwelling unit also used for a home occupation, provided: not more than one nonresident shall be employed therein; the use is carried on strictly within the dwelling unit and not within any ancillary structure; not more than 50% of the existing floor area is devoted to such use; there shall be no display of goods or wares visible from outside the dwelling unit; there shall be no advertising visible from outside the dwelling unit other than a small nonelectrical sign not to exceed one square foot in area and carrying only the name and occupation of any occupant of the dwelling unit such as physician, artisan, teacher, day nurse, lawyer, architect, engineer, clergyman, accountant, osteopath, dentist, and similar occupations or professions; the dwelling unit so occupied shall not be rendered objectionable or detrimental to the residential character of the neighborhood due to the exterior appearance, emission of odor, gas, smoke, dust, noise, electrical disturbance or in any other way; the dwelling unit shall include no features of design not customary in buildings for residential use. Such uses as clinics, barber shops, beauty parlors, tea rooms, real estate offices, tourist homes, animal hospitals, kennels and others of a similar nature shall not be considered home occupations.

**LOW IMPACT DEVELOPMENT (LID)**

An approach to environmentally friendly land use planning. It includes a suite of landscaping and design techniques that attempt to maintain the natural, pre-developed ability of a site to manage rainfall. LID techniques capture water on site, filter it through vegetation, and let it soak into the ground where it can recharge the local water table rather than being lost as surface runoff.

**LOW-/MID-RISE HOUSING**

A building of two or more stories with four or more units of residential housing.

**MIXED USE**

A structure intended for use by both a) one or more non-residential uses listed in Table 1 of this article and b) one or more residential uses listed in Table 1 of this article.

**MSHD**

The Medfield State Hospital District, which is a zoning district adopted under this article that addresses the uses and dimensional regulations for development and redevelopment on the property formerly occupied by Medfield State Hospital, now owned by the Town of Medfield at the adoption of this bylaw.

**MSHD MAP**

The map of the area within the Town of Medfield that comprises the approximately eighty-nine-acre Medfield State Hospital District, which map is entitled "Medfield State Hospital District" and dated December 2017.

**PAA RULES**

The administrative rules relative to the application requirements and contents for plan review adopted by the plan approval authority pursuant to §§ 300-20.9 and 300-20.10.

**PLAN APPROVAL**

A favorable decision by the plan approval authority on an application.

**PLAN APPROVAL AUTHORITY**

The Medfield Planning Board, which shall be authorized to approve a development plan to implement a proposed project.

**PLAN REVIEW**

The procedure by which a proposed project within the MSHD is made subject to review by the plan approval authority under the provisions of this article. Plan review shall be conducted pursuant to the PAA rules.

**PROPOSED PROJECT**

A residential, mixed-use, commercial or municipal development undertaken within the MSHD in accordance with the requirements of this article and that involves the erection, extension, rehabilitation or substantial demolition of any structure or part thereof, or the change of use of any structure or land, for which the applicant is required to obtain a building or use permit.

**REQUIRED NUMBER OF AFFORDABLE UNITS**

15% of total units in a proposed project that has 20 units or less; 20% of total units in a proposed project that has between 21 and 49 units; and 25% of total units in a proposed project that has 50 units or more.

**SINGLE FAMILY COTTAGE**

A one-story, single-family dwelling having a net floor area less than 2,200 square feet.

**SUB-ZONE**

A specific and defined area of land within the MSHD that is subject to specific requirements for allowable uses or dimensional requirements that may differ from the requirements for allowable uses or dimensional requirements in other specific and defined areas within the MSHD. The boundaries and the names of the sub-zones are referred to in § 300-20.3B of this article.

**UNRESTRICTED UNIT**

A dwelling unit that is not restricted as to rent, price or eligibility of occupants.

## § 300-20.3. Establishment of Medfield State Hospital District.

- A. Establishment. The Medfield State Hospital District is a district having a land area of approximately 89 acres in size that is imposed on the portion of the property shown on the MSHD Map. The MSHD Map is hereby made a part of the Zoning Bylaw and is on file in the office Town Clerk and the office of the Planning Board.
- B. Sub-zones. There are hereby established six sub-zones within the MSHD. The sub-zones define areas for appropriate development density within the MSHD based on existing context and planned uses specified in the Strategic Reuse Master Plan. The sub-zones are:
  - (1) MSH North.
    - (a) The Green is a broad open space defining the entry to the MSH campus.
    - (b) Cottage/Arboretum is an area in the southeast corner of MSHD currently occupied by deteriorating, wood frame dwellings and the location of a number of historic and rare specimen trees and shrubs.
    - (c) Core Campus is the central hilltop campus quadrangle consisting of 24 brick buildings.
    - (d) North Field is a rolling field to be maintained as passive open space, and possible agricultural use.
    - (e) West Slope is an area to the west of the main quadrangle overlooking the wooded Medfield Charles River State Reservation, with a few additional existing brick buildings and open land areas.
    - (f) Water Tower is an open area surrounding the existing Town water tower, currently partially paved.

## § 300-20.4. Applicability of MSHD.

- A. Applicability of MSHD. The MSHD is established to enable the implementation of the Medfield State Hospital Strategic Reuse Master Plan.
- B. Administration, enforcement and appeals. The provisions of this article shall be administered by the Building Commissioner except as otherwise provided herein.

## § 300-20.5. Permitted uses.

The specific uses permitted and not permitted in MSHD in each specific sub-zone are enumerated in Table 1. All new construction in MSHD will require a site plan review and approval by the Planning Board. If the proposed

rehabilitation of an existing building includes new construction, which will alter the existing footprint by more than 10%, a site plan review and approval by the Planning Board will be required.

## Permitted Uses

In the following table of use regulations, symbols shall mean:

YES A use permitted by right in the MSH District.

SP A use which may be permitted in the MSH District by a special permit from the Board of Appeals in accordance with Article 14 of the Medfield Zoning Bylaw.

PB A use which is permitted in the MSH District by site plan approval from the Planning Board in accordance with Article 14 of the Medfield Zoning Bylaw.

NO A use which is not permitted in the district.

**Table 1**

**Permitted Uses in MSHD**

Use	MSH North					
	A. The Green	B. Cottage/Arboretum	C. Core Campus	D. North Field	E. West Slope	F. Water Tower
RESIDENTIAL USES						
Single-family cottages	NO	YES	NO	NO	NO	NO
Two- and three-family dwellings	NO	YES	SP	NO	NO	NO
Multi-family dwellings	NO	NO	YES	NO	YES	NO
Senior housing with or without supportive services	NO	YES	YES	NO	SP	NO
Artist live/work dwelling	NO	NO	YES	NO	YES	NO
Live/work dwelling	NO	YES	YES	NO	YES	NO
Mixed-use	NO	NO	YES	NO	YES	NO
NON-RESIDENTIAL USES						
Agricultural floriculture, horticulture	NO	NO	NO	YES	YES	YES
Arboretum	YES	YES	NO	YES	NO	NO
Community gardens	NO	NO	PB	PB	PB	YES

**Table 1****Permitted Uses in MSHD**

Use	MSH North					
	A. The Green	B. Cottage/Arboretum	C. Core Campus	D. North Field	E. West Slope	F. Water Tower
Open space	YES	YES	YES	YES	YES	YES
Hotel/inn/bed-and-breakfast	NO	NO	SP	NO	YES	NO
Commercial office	NO	NO	YES	NO	YES	NO
Distillery/brewery	NO	NO	SP	NO	SP	NO
Restaurant/cafe	NO	NO	YES	NO	YES	NO
Wellness/medical office or clinic	NO	NO	YES	NO	YES	NO
Food and beverage production	NO	NO	SP	NO	SP	NO
Retail sales with less than 10,000 square feet of floor area open to the public	NO	NO	SP	NO	SP	NO
Research and development	NO	NO	NO	NO	SP	NO
Light manufacturing	NO	NO	NO	NO	SP	NO
Spa, salon or personal service establishments	NO	NO	PB	NO	PB	NO
Nursing home/memory care/assisted living, rehabilitation center, hospice, continuing care	NO	NO	PB	NO	PB	NO

**Table 1****Permitted Uses in MSHD**

Use	MSH North					
	A. The Green	B. Cottage/Arboretum	C. Core Campus	D. North Field	E. West Slope	F. Water Tower
retirement community						
Community center or social club	NO	NO	YES	NO	NO	NO
Arts center (performance space, gallery, exhibition, museum, arts education)	SP	NO	YES	SP	YES	NO
Recreation, nonprofit or municipal (buildings)	NO	NO	PB	NO	PB	NO
Recreation, for-profit	NO	NO	PB	NO	SP and PB	NO
Passive recreational uses (outdoors)	YES	YES	YES	YES	YES	YES
Education, museum	SP	NO	SP	SP	YES	NO
Governmental	NO	NO	SP	NO	SP	YES
Parking (shared-use and off-site)	SP	SP	PB	NO	PB	YES
Open air amphitheatre	SP	NO	NO	NO	NO	NO

**§ 300-20.6. Housing and housing affordability.**

A. Housing marketing and selection plan. Prior to obtaining plan approval for any proposed project, the applicant shall submit a housing marketing and resident selection plan that complies with the Town of Medfield's Inclusionary Housing Bylaw. (Medfield's Inclusionary Bylaw is § 300-14.16.) The Town has also adopted a Housing Production Plan to advance inclusionary zoning. The Town intends for a fair housing compliant residential selection process.

B. Number of affordable units. Not less than the required number of affordable units in proposed projects shall be affordable units. For purposes of calculating the required number of affordable units required within a proposed project, any fractional unit of 0.5 or greater shall be deemed to constitute a whole unit.

- (1) An individual building within a proposed project may have more or less than the required number of affordable units, provided that the aggregate number of affordable units within a proposed project is equal to or greater than the required number of affordable units calculated on the basis of the total number of units within the proposed project at the time certificates of occupancy for all buildings within the proposed project are issued.
- (2) Two proposed projects in which one project contains less than the required number of affordable units and one contains sufficient affordable units so that the required number of affordable units for both proposed projects is met may be proposed and approved together, provided that no certificate of occupancy shall be granted to the proposed project with fewer affordable units until a certificate of occupancy is granted to the proposed project with more affordable units.
- (3) The Town of Medfield may require submittal of a surety, bond or other financial guarantee to guarantee the construction of the required number of affordable units in a proposed project consisting of multiple buildings where the actual number of affordable units may be less than the required number of affordable units on a pro rata basis at any point during the construction process.

C. Requirements. Affordable housing within the MSHD shall comply with the following requirements:

- (1) For an affordable rental unit, the monthly rent payment, including utilities and parking, shall not exceed 30% of the maximum monthly income permissible for an eligible household, assuming 1.5 persons per bedroom, unless other affordable program rent limits applicable to an eligible subsidy shall apply.
- (2) For an affordable homeownership unit, the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowners' association fees, insurance and parking, shall not exceed 30% of the maximum monthly income permissible for an eligible household, assuming 1.5 persons per bedroom unless other affordable program limits applicable to an eligible subsidy shall apply.
- (3) Affordable housing offered for rent or sale shall be rented or sold to and occupied only by eligible households.

D. Design and construction. Affordable units shall be dispersed throughout the proposed project of which they are part, shall be comparable in construction quality equivalent to that of other housing units in the proposed project and shall have exteriors that are equivalent in design and materials to the exteriors of other housing units in the proposed project. The total number of bedrooms in the affordable housing shall be proportionate to the total number of bedrooms in all of the units in a proposed project of which the affordable housing is part.

E. Affordable housing restriction. Each affordable unit shall be subject to an affordable housing restriction recorded with the Norfolk County Registry of Deeds or Norfolk County Registry District of the Land Court, as applicable that must be senior in priority to all mortgages and other liens on the proposed project and that must include, at a minimum, the following:

- (1) A specification of the term of the affordable housing restriction which shall be in perpetuity;
- (2) The name and address of one or more agencies designated with the power to monitor and enforce the affordable housing restriction, including the administering agency;
- (3) A description of the affordable units by address and number of bedrooms, a description of the proposed project and an indication whether the units are affordable rental units or affordable homeownership units;
- (4) A reference to a marketing and resident selection plan to which the affordable housing is subject and that includes an affirmative fair housing marketing program, including public notice and a fair housing compliant resident selection process. The marketing and resident selection plan may provide for local preferences in resident selection to the extent consistent with applicable law. The plan shall designate the household size appropriate for an affordable unit with respect to bedroom size and provide that preference for such affordable unit shall be given to a household of appropriate size;
- (5) A requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of eligible households compiled in accordance with the marketing and resident selection plan;
- (6) Reference to the formula pursuant to which rent of an affordable rental unit or the maximum sale/resale price of an affordable homeownership unit will be set;
- (7) A statement that the affordable housing restriction is intended to have lien priority over all mortgages and other monetary encumbrances;
- (8) A requirement that only an eligible household may reside in an affordable unit and that notice of any lease or sublease of an affordable unit shall be given to the administering agency;
- (9) A provision for effective monitoring and enforcement of the terms and provisions of the affordable housing restriction by the administering agency;
- (10) A provision that the affordable housing restriction on an affordable homeownership unit shall run in favor of the administering agency and the Town in a form approved by municipal counsel, and shall limit initial sale and re-sale and occupancy to eligible households;
- (11) A provision that the affordable housing restriction on an affordable rental unit shall run in favor of the administering agency and the Town in a form approved by the municipal counsel, and shall limit rental and occupancy to eligible households;

(12) A provision that any owner or manager of any affordable rental unit shall file an annual report to the administering agency, in a form specified by that agency, certifying compliance with the provisions of this article and containing such other information as may be reasonably requested in order to ensure affordability; and

(13) A requirement that residents in affordable housing provide such information as the administering agency may reasonably request in order to ensure continuing affordability eligibility.

F. Administering agency. The administering agency shall ensure the following:

- (1) Prices of affordable homeownership units and rental rates for affordable rental units are properly computed;
- (2) Income eligibility of households applying for affordable housing is properly and reliably determined;
- (3) The marketing and resident selection plan conforms to all requirements and is properly administered;
- (4) Sales and rentals are made to eligible households chosen in accordance with the marketing and resident selection plan; and
- (5) Each affordable housing unit is encumbered by an affordable housing restriction that meets the requirements of this article and is properly recorded.

G. Age restrictions. The MSHD does not impose age restrictions on proposed projects, but the development of specific proposed projects within the MSHD may be exclusively for the elderly, persons with disabilities, or assisted living. Any proposed project that includes age-restricted residential units shall comply with applicable fair housing laws and regulations.

H. Computation. Prior to the granting of any building permit for any housing component of a proposed project, the applicant must demonstrate, to the satisfaction of the Administering Agency, that the method by which the affordable rents or affordable purchase prices will be computed is consistent with DHCD guidelines for affordability applicable to the Town of Medfield.

## § 300-20.7. Dimensional requirements.

The dimensional requirements set forth as set forth in Table 3, Design Guidelines for MSHD and Dimensional Requirements shall apply to all proposed projects in the MSHD and are incorporated herein by reference.

A. Mixed-use. The total gross floor area devoted to non-residential uses within a mixed-use building shall not exceed 85% of the total gross floor area of the proposed project.

B. Architectural access board and americans with disabilities act. Notwithstanding the above, minor footprint extensions shall be permitted if necessary to comply with requirements of the Massachusetts Architectural Access Board or the Americans with Disabilities Act.<sup>[1]</sup>

[1] *Editor's Note: See 42 U.S.C. § 12101 et seq.*

## § 300-20.8. Parking requirements.

The following parking requirements shall be applicable in the MSHD. The purpose of these parking requirements is to encourage the MSHD to be pedestrian-friendly, with alternative travel modes encouraged, including the use of bicycles and automated electric vehicles (AEVs), as appropriate. Parking requirements within the MSHD are as follows:

- A. Location and landscaping. Parking areas and lots should be landscaped and dispersed throughout the MSHD as outlined in the Medfield State Hospital Strategic Reuse Master Plan. Parking lots should be connected with pedestrian walkways and the sidewalk and trail system. Parking lots in the Core Campus Sub-Zone shall be minimized.
  - (1) Low impact design (LID) landscaping is required for each parking area. LID landscaping plans shall denote a drainage design where 75% or more of the first 1/2 inch of stormwater runoff from impervious surfaces is treated for water quality by a combination of LID techniques in accordance with the most recent version of the Massachusetts DEP Stormwater Management Manual. Acceptable LID techniques shall include vegetated swales, rain gardens or bioretention facilities, permeable pavers, infiltration facilities and constructed wetlands. Cisterns and grey water systems that recycle stormwater runoff may also be included in these calculations. Native plants shall be used whenever possible. Invasive species shall be avoided.
  - (2) With respect to parking areas that will contain fewer than 10 spaces, compliance with respect to the design standards set forth in this article shall be determined by the Zoning Enforcement Officer.
- B. Minimum parking space requirements. Table 2 contains the minimum parking requirements for the MSHD.
- C. Handicap access parking. All off-street parking areas with eight or more parking spaces shall contain spaces designed for handicapped access. In addition to the regulations herein, all off-street parking facilities must comply with the currently applicable Rules and Regulations of the Architectural Access Board of the Commonwealth of Massachusetts to the extent the same are in force and effect.
- D. Shared parking. The use of shared parking to fulfill parking demand for uses with demands at different times of the day may be permitted by the plan approval authority if the applicant can demonstrate that shared parking spaces will meet parking demands by using accepted methodologies (e.g., the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved studies).
- E. Reduction of parking requirement. The required amount of parking may be reduced at the discretion of the plan approval authority upon a showing that the lesser amount of parking will not cause excessive congestion or endanger public safety and that the lesser amount of parking will provide positive environmental or other benefits. The plan approval authority may consider:
  - (1) Shared use parking spaces serving uses having a peak user demand at different times;

- (2) Age, income or other characteristics of the likely occupants that are likely to result in lower motor vehicle usage;
- (3) Such other factors as may be considered by the plan approval authority, including whether the reduction of parking requirements is likely to encourage the use of public transportation; shared transport services such as taxicabs, ride-sharing or short-term vehicle rentals; or encourage the development to be more pedestrian-friendly;
- (4) Impact of the parking requirement on the physical environment and historic resources of the affected lot or the adjacent lots, including reduction in green space, destruction of significant existing trees and other vegetation, significant negative impact on historic resources or impairment of the integrity of the historic MSH landscape.

F. Off-site parking. Required parking may be located at nearby sites within the MSHD District.

G. Parking maximums. The proposed amount of parking to be provided shall not exceed 180% of the minimum parking requirements set forth in Table 2.

H. Electric vehicle charging stations. Electric vehicle charging stations shall be provided at a ratio of one charging station per 35 vehicles.

I. Bicycle parking. In addition to motor vehicle parking, bicycle parking shall be provided. One bicycle parking space per seven residential dwelling units shall be provided. For non-residential uses, one bicycle parking space per 10 motor vehicle parking spaces shall be provided.

**Table 2**  
**Minimum Required Motor Vehicle Parking for Development by Land Use/Building Type in MSHD**

Land Use	Required Minimum Parking
Senior housing (SF cottages)	1 per unit
Duplexes or triplexes	2 per unit
Low-/mid-rise housing	1.23 per unit
Senior adult housing - attached	0.59 per unit
Assisted living/nursing care	0.41 per unit
Office building	2.84 per 1,000 square feet
Hotel or inn	1.2 per occupant room
Function space	1 per 40 square feet of function space
Live theatre	0.25 per seat
Library, art center, community facility	2.61 per 1,000 square feet
Restaurant/cafe	0.2 per seat
Retail	2.87 per 1,000 square feet
Education/classroom	1 per 5 seats in a classroom

**NOTES:**

When units or measurements that determine the number of required parking spaces for motor vehicles or bicycles result in a requirement of a fractional space, a fraction over 1/2 shall require one parking space.

## § 300-20.9. Application for plan approval.

The plan approval authority shall adopt and file with the Town Clerk PAA rules relative to the application requirements and contents for plan review. The plan review process encompasses the following:

- A. Pre-application review. The applicant is encouraged to participate in a pre-application review at a regular meeting of the plan approval authority. The applicant and/or its designee and the applicant's engineering and other technical experts should attend in order to facilitate pre-application review and to obtain the advice and direction of the plan approval authority prior to filing the application. At the preapplication review, the applicant shall outline the proposal and seek preliminary feedback from the plan approval authority, other municipal review entities, and members of the public.
- B. Application procedures. An application shall be filed by the applicant with the Town Clerk. A copy of the application, including the date of filing of the application, shall be filed simultaneously by the applicant with the plan approval authority. Application submissions must include a hard copy as well as an electronic copy in PDF, and in CAD format for plan documents. Said filing shall include any required forms provided by the plan approval authority. As part of any application for a proposed project, the applicant must submit the following documents, if applicable, to the plan approval authority and the administering agency:
  - (1) Evidence that the proposed project complies with the cost/rent and eligibility requirements of § 300-20.6;
  - (2) Proposed project plans that demonstrate compliance with the design and construction standards of § 300-20.6 and the design guidelines; and
  - (3) A form of affordable housing restriction that satisfies the requirements of § 300-20.6.
- C. Required documentation. The application shall be accompanied by a development plan and supporting documentation in a form specified by the PAA rules that shall show, among other data, the following.
  - (1) The perimeter dimension of the lot or development rights area;
  - (2) Assessor's Map, lot and block numbers;
  - (3) All existing and proposed buildings, structures, building setbacks, parking spaces, driveway openings, distances between buildings, viewsheds, exterior measurements of individual buildings, driveways, service areas, and open areas;
  - (4) Internal roads, sidewalks and parking areas for motor vehicles and bicycles (with dimensions of paving and indication of number of parking spaces);

- (5) All facilities for sewage, refuse and other waste disposal and for surface water drainage;
- (6) All proposed and existing landscaping features, such as fences, walls, planting areas, viewsheds, walkways, seating areas, or gathering areas in and within 300 feet of the development area;
- (7) Existing major natural features, including streams, wetlands, and all trees five inches or larger in caliper (Caliper is the girth of the tree at approximately waist height.);
- (8) Scale and North arrow (minimum scale of one inch equals 40 feet);
- (9) Total site area in square footage and acres and areas to be set aside as public open space, if appropriate;
- (10) Percentage of lot coverage, including the percentage of the lot covered by buildings and percentage of open space, if appropriate;
- (11) The proposed residential density in terms of dwelling units per acre and types of proposed commercial uses in terms of the respective floor area, and recreation areas, and number of units proposed by type; number of one-bedroom units; two-bedroom units, etc., if appropriate;
- (12) Location sketch map (indicating surrounding streets and properties and any additional abutting lands owned or controlled by the applicant);
- (13) Representative elevation sketches of buildings (indicate height of building and construction material of the exterior facade);
- (14) Typical unit floor plan for residential uses. (Floor plan should be indicated for each type of unit proposed: either one bedroom, two bedrooms or more.) The area in square feet of each typical unit should be indicated;
- (15) Developer's (or developer's representative) name, address and phone number;
- (16) Draft marketing and resident selection plan as required in **§ 300-20.6**;
- (17) Any other information, which may include required traffic, school and/or utilities impact study, in order to adequately evaluate the scope and potential impacts of the proposed project.

D. Rehabilitation plans.

- (1) If living quarters are to be rehabilitated, or areas to be converted into living quarters, in addition to the required development plan, copies of the following plans shall be furnished:
  - (a) A floor plan of each floor on which remodeling is to be done or areas converted into living quarters;
  - (b) A floor plan showing the stairways, halls, door openings into and exit doors of each floor or floors where remodeling or converting is to be done; and
  - (c) An elevation of the parts of the building where outside stairways or fire escapes are to be located.

(2) The plans and elevations shall be clearly illustrated. The scale of each plan should be 1/4 inch equals one foot or larger.

E. Additional documentation and certifications. The application shall also be accompanied by other such plans and documents as may be required by the plan approval authority to make the findings required by § 300-20.11 below. All development plans, including site plans, landscape plans and building plans and elevations, shall be prepared, as appropriate, by an architect, landscape architect, and/or civil engineer licensed in the Commonwealth of Massachusetts. All plans shall be signed and stamped, and drawings prepared at a scale of one inch equals 40 feet or larger, or at a scale as approved in advance by the plan approval authority. Upon written request, the plan approval authority may, at its discretion, waive the submission by the applicant of any of the required information, so long as the applicant provides some written information on each of the above items and explains why a waiver from a requirement for more detailed information is appropriate.

F. Application fee. The applicant shall be required to pay the application fee at the time of application as set forth in the PAA rules.

G. Circulation of application. Upon receipt of a complete application by the plan approval authority, the plan approval authority shall distribute the application to the administering agency, the Affordable Housing Committee, the Affordable Housing Trust, the Board of Health, the Board of Selectmen, the Building Commissioner, the Conservation Commission, the Fire Chief, the Medfield Historic Commission, the Farm and Hospital Historic District Commission, the Housing Authority, the Town Planner, the Police Chief, the Public Works Department, and the Water and Sewer Commission for review and comment. Any reports from these parties shall be submitted to the plan approval authority within 30 days after filing of the application.

## § 300-20.10. Plan review procedures.

- A. Hearing. The plan approval authority shall hold a public hearing for which notice has been given as set forth below. The public hearing and review of all applications shall be in accordance with the procedures of this article and the Medfield Zoning Bylaw. The plan approval authority shall, at the applicant's expense, provide mail notice of said hearing to all parties in interest in accordance with the procedures set forth in MGL c. 40A, § 11.
- B. Notice of public hearing. Notice shall be given by publication in a newspaper of general circulation in the Town once each of two successive weeks, the first publication to be not less than 14 days before the day of the hearing and by posting in a conspicuous place in the Town Hall for a period of not less than 14 days before the day of such hearing. In all cases, where notice to individuals, municipal officers, agencies or boards is required, notice shall contain the name of the applicant, a description of the area or premises, street address, if any, or other adequate identification of the location that is the subject of the application, the date, time, and place of the public hearing, the subject matter of the hearing, and the nature of action requested, if any. No such hearing shall be held on any day on which a state or municipal election, caucus or primary is held.

- C. Administering agency review. Prior to granting of any plan approval for a proposed project, the applicant must demonstrate to the satisfaction of the administering agency, if applicable, i) that the method by which affordable rents or affordable purchase prices will be computed and eligible households will be selected are consistent with § **300-20.6**, ii) that the proposed affordable housing restriction meets the requirements of § **300-20.6** and iii) that the proposed project otherwise complies with the provisions of § **300-20.6**. Upon making this finding, the administering agency shall submit in writing to the plan approval authority notice that the affordability components of the proposed project are consistent with the provisions of § **300-20.6**.
- D. Peer review fees. The applicant shall be required to pay for reasonable consulting fees to provide peer review of the application for the benefit of the plan approval authority, pursuant to MGL c. 44, § 53G. Such fees shall be held by the Town in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, historic preservation consultants, housing consultants, planners, landscape architects and others. Any surplus funds remaining after the completion of such review shall be returned to the applicant, without interest. All peer reviewers shall be licensed in the Commonwealth of Massachusetts in their respective disciplined and recognized as an authority in their specialty.

## § 300-20.11. Plan approval decision.

- A. Plan approval decision. The plan approval authority shall make a decision on an application and shall file said decision, together with the detailed reasons therefor, with the Town Clerk, within 180 days of the receipt of the application by the Town Clerk. The required time limit for public hearings and taking of action by the plan approval authority may be extended by written agreement between the applicant and the plan approval authority, with a copy of such agreement being filed with the Town Clerk. Failure of the plan approval authority to take action within said 180 days or extended time, if applicable, shall be deemed to be plan approval of the application.
- B. "Failure to act" de facto approval. An applicant who seeks plan approval because of the plan approval authority's failure to act on an application within the 180 days or extended time, if applicable, must notify the Town Clerk in writing of such plan approval, within 14 days from the expiration of said time limit for a decision. Such notice shall state that a copy of the notice has been sent by the applicant to the parties in interest by mail and such notice shall specify that appeals, if any, shall be made pursuant to the Zoning Enabling Act<sup>[1]</sup> and shall be filed within 20 days after the date the Town Clerk received such notice from the applicant that the plan approval authority failed to act within the time prescribed.

[1] *Editor's Note: See MGL c. 40A.*

- C. Form of decision. The plan approval authority's findings, including the basis of such findings, shall be stated in a written decision of plan approval, conditional plan approval, or denial of the application. The written decision shall contain the name and address of the applicant, identification of the land affected and its ownership, and reference by date and title to the plans that were the subject of the decision. The

written decision shall certify that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the plan approval authority. The decision of the plan approval authority, together with the detailed reasons therefor, shall also be filed with the Building Commissioner. A copy of the decision shall be mailed to the owner and to the applicant, if other than the owner, by the plan approval authority. A notice of the decision shall be sent to the parties in interest and to persons who requested a notice at the public hearing.

- D. **Waivers.** Upon request of the applicant, the plan approval authority may waive dimensional and other requirements set forth in the MSHD in the interests of design flexibility and overall project quality, and upon a finding that such variation is consistent with the overall purpose and objectives of the MSHD and advances the goals and objectives of the Medfield State Hospital Strategic Reuse Master Plan, or if it finds that such waiver will allow the proposed project to achieve the density, affordability, mix of uses, and/or physical characteristics allowable under the provisions of the MSHD.
- E. **Project phasing.** The authority, as a condition of plan approval, may allow a proposed project to be phased at the request of the applicant, or it may require a proposed project to be phased for the purpose of coordinating development with the construction of planned infrastructure upgrades or to mitigate any extraordinary adverse project impacts on nearby properties, either within or without the MSHD. For proposed projects that are approved and developed in phases, the total number of affordable units in the proposed project shall not, at any time, be less than a pro rata portion of the required number of affordable units applicable to the entire proposed project.
- F. **Criteria for plan approval.**
  - (1) An application shall be reviewed by the plan approval authority for consistency with the purpose and intent of this article. The plan approval authority shall approve the proposed project upon the following findings:
    - (a) The applicant submitted the required fees and information as set forth in the PAA rules;
    - (b) The proposed project and development plan as described in the application meet all of the requirements and standards set forth in this article and applicable design guidelines for the MSHD, or a waiver has been granted therefrom; and
    - (c) Any extraordinary adverse potential impacts of the proposed project on nearby properties have been adequately mitigated.
  - (2) For a proposed project subject to the affordability requirements of § 300-20.6, compliance with § 300-20.9B above shall include written confirmation by the administering agency that all requirements of § 300-20.6 have been satisfied, as described in § 300-20.10C above.
- G. **Criteria for conditional approval.** The plan approval authority may impose conditions on a proposed project as necessary to ensure compliance with the requirements of this article and applicable design guidelines or to mitigate any extraordinary adverse impacts of the proposed project on nearby properties.

- H. Criteria for plan disapproval. The plan approval authority may deny an application pursuant to this article only if the plan approval authority finds one or more of the following:
  - (1) The proposed project does not meet the requirements and standards set forth in this article or the applicable design guidelines;
  - (2) The applicant failed to submit information and fees required by this article and necessary for an adequate and timely review of the design of the proposed project or potential impacts of the proposed project; or
  - (3) It is not possible to adequately mitigate significant adverse impacts of the proposed project on nearby properties by means of suitable conditions.
- I. Validity of decision. A plan approval shall not lapse, provided that construction has commenced within two years after the decision is issued, which time shall be extended by the time required to adjudicate any appeal from such plan approval. Said time shall also be extended by the plan approval authority upon a showing by the applicant that the applicant is actively pursuing other required permits for the proposed project or there is other good cause for the failure to commence construction or as may be provided in a plan approval for a multi-phase proposed project.
- J. Upon approval of a proposed project by the plan approval authority, but prior to construction, a preconstruction conference must be held with the Town Planner, the Building Commissioner and any other Town staff that the Building Commissioner or the Town Planner considers appropriate. Prior to first occupancy, a pre-certificate of occupancy meeting must be held with the Town Planner, the Building Commissioner and any other Town staff that the Building Commissioner or the Town Planner considers appropriate.

## § 300-20.12. Change in plans after approval.

- A. Minor change. After plan approval, an applicant may apply to make minor changes in a proposed project involving minor utility or building orientation adjustments, or minor adjustments to parking or site details that do not affect the overall buildout or building envelope of the site, or provision of open space, number of housing units, housing need or affordability features. Such minor changes must be submitted to the plan approval authority on application forms provided by the plan approval authority, including, if appropriate, redlined prints of the approved plan reflecting the proposed change(s). The authority may authorize such changes without the need to hold a public hearing and shall set forth any decision in accordance with § 300-20.11 above.
- B. Major change. Any change deemed by the plan approval authority to constitute a major change to a proposed project because the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the plan approval authority as a new application pursuant to this article.

## § 300-20.13. Design guidelines.

Any proposed project undergoing the plan approval process shall be subject to design guidelines as set forth in this article. The purpose of the design guidelines is to ensure that new development shall be of high quality, and shall be compatible with the character of building types, streetscapes, and other community features traditionally found in the area of the MSHD. The design guidelines may be supplemented from time to time by the plan approval authority.

A. Campus character and context. The Medfield State Hospital campus is a unique setting both for its historic buildings and its natural features. Characterized by a clear campus "quadrangle" atop a hillcrest, the main campus offers views of rolling hills, forested areas, and the Medfield Charles River Gateway to the west. Maintaining these viewsheds is a top priority for the site, and has informed strategies for renovation and new construction, parking and landscape planting.

(1) Campus setting.

- (a) Medfield State Hospital Campus. New construction on the main campus area is limited in order to maintain consistent rhythm of perimeter buildings and views between the buildings to the surrounding landscape. New development shall be compatible in relationship to the campus context and surrounding structures in terms of solid to void massing, rhythm and spacing between buildings, setback patterns of buildings and porches, overall building massing and form.
  - (i) The viewshed between buildings, especially to the north, west and south, is to be maintained.
  - (ii) The rhythm/spacing of buildings of the Core Campus should be maintained.
  - (iii) Reuse of existing buildings and new construction should orient structures toward the primary street, and main building entries should be from the primary street. (Refer to "Frontage" in Table XII-5 for additional information.)
  - (iv) Appropriately designed additions which respect existing building features permitted at the rear of buildings.
  - (v) Additions linking buildings are permitted on the east side of the Core Campus only, where they least disrupt viewsheds.
  - (vi) Links on the east perimeter of the Core Campus should be set back from the inner street face of buildings and appear to be distinct in materials; glazing is preferred.

B. Historic preservation. Adherence to the Secretary of the Interior's Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating and Reconstructing Historic Buildings is a core part of preservation of the Medfield State Hospital properties. Within the standards, the Secretary of the Interior's Standards for Rehabilitation provide the best guidance for the Medfield State Hospital redevelopment. Principles for preservation include:

- (1) Removal or alteration of historic features is discouraged; repair is preferred.
- (2) Replacement of historic materials or features should be based on evidence, and new materials should match those being replaced as best possible.
- (3) Additions should not impact integrity of the original building if removed in the future.
- (4) Cleaning, repair and replacement. Specific approaches for dealing with cleaning, repair and replacement of materials are as follows:
  - (a) Retain and repair original materials wherever possible.
  - (b) Replace deteriorated material with matching materials.
  - (c) Match masonry and mortar as closely as possible.
  - (d) Clean masonry with gentlest method possible.
  - (e) Avoid using waterproofing or water-repellent coatings on masonry.
  - (f) Do not paint masonry.

**Table 3**  
**Design Guidelines for MSHD and Dimensional Requirements**

Sub-Zone/Area	Footprint	Frontage	Height
Core Campus: West Perimeter of Quad	Limited to existing building footprints, plus the area of previous porches.	Maintain line of existing building frontage facing the quadrangle.	Maintain height, cornice line and floor-to-floor levels consistent with existing structures. [See § 300-20.13C(1).]
Core Campus: North Perimeter of Quad	Limited to existing building footprints. Extensions to the north are possible but not to exceed 100% of the existing footprint. Planning Board approval required.	Maintain line of existing building frontage facing the quadrangle.	Maintain height, cornice line and floor-to-floor levels consistent with existing structures. [See § 300-20.13C(1).]
Core Campus: East Perimeter of Quad	Limited along East Street to existing building footprints, plus the area of previous porches. Connections between buildings are allowed, with a maximum footprint of 2,000 square feet each.	Maintain line of existing building frontage facing the quadrangle. New link construction should be set back from the inner street face of buildings, and appear to be distinct in material.	Maintain height, cornice line and floor-to-floor levels consistent with existing structures. [See § 300-20.13C(1).]

**Table 3**  
**Design Guidelines for MSHD and Dimensional Requirements**

Sub-Zone/Area	Footprint	Frontage	Height
	Planning Board approval required. New construction permitted on site of former TB Cottage, east of South Street and west of Stonegate Drive.	als; glazing preferred.	
Core Campus: South Perimeter of Quad	Limited to existing building footprint; additions or extensions are prohibited.	Maintain line of existing building frontage facing the quadrangle.	Maintain height, cornice line and floor-to-floor levels consistent with existing structures. [See § 300-20.13C(1).]
Core Campus: Core of Quad	Where additions to existing structures are permitted per the Master Plan, footprint of addition not to exceed 50% of existing footprint. If Building 27B is demolished, new construction of up to 50% of the existing building footprint may be permitted, subject to design review. Planning Board approval required.	N/A	Maintain height, cornice line and floor-to-floor levels consistent with existing structures. [See § 300-20.13C(1).]
West Slope	Limited to existing building footprints, with the exception of the area north of North Street, where new construction residential uses are permitted.	N/A	Maintain height, cornice line and floor-to-floor levels consistent with existing structures [See § 300-20.13C(1).], with the exception of the area north of North Street where a maximum of 40 feet to the lower edge of the roof eave is permitted.

**Table 3**

## Design Guidelines for MSHD and Dimensional Requirements

Sub-Zone/Area	Footprint	Frontage	Height
Cottage Arboretum	New construction with a maximum footprint of 3,600 square feet is permitted; new construction should be sited so as not to impact or remove existing specimen trees.	Minimum 15 feet, and maximum of 30 feet from the edge of the ROW.	Maximum 35 feet to peak of roof.
Water Tower	New construction prohibited, with the exception of parking with solar panels above, single-story accessory structures for parking and community gardens, and for public water supply purposes.	N/A	Maximum 12 feet to the bottom of the roof eave for accessory parking structures.
North Field	New construction of structures that support public recreation and arts use allowed through special permit. Structures must not impact the viewshed or night sky. The portion of the North Field area that may have new construction with a special permit may not exceed 360 feet north of the center line of North Street.	Structures must be sited so as not to impact the viewshed.	
The Green	New construction of structures that support public recreation and arts use allowed thru special permit. Structures must not impact the viewshed or night sky. The	Structures must be sited so as not to impact the viewshed.	

**Table 3**  
**Design Guidelines for MSHD and Dimensional Requirements**

Sub-Zone/Area	Footprint	Frontage	Height
	maximum percentage of lot coverage as defined in § 300-2.1 shall be no more than 30%.		

C. Buildings. To address how rehabilitation and new construction projects best fit in with the established context of the campus, the design guideline criteria for buildings address massing and form, site relationships, orientation, fenestration and materials.

(1) Design and massing.

- (a) Existing building character. The existing campus buildings on the MSH campus are characterized by:
  - (i) Steep-pitched, slate roofs with dormers, clerestories and chimneys.
  - (ii) A three-part massing consisting of: a base (an exposed basement/lower level), a two-story section with generous floor-to-floor heights, and a steep pitched roof.
  - (iii) Wood porches and entry stairs protrude from the main brick building massing.
- (b) Building rehabilitation. Effort should be made to rehabilitate existing structures in order to maintain the historic campus setting. To this end:
  - (i) Building features removed over time, such as verandas, porches and entry stoops should be reconstructed or may be integrated into the building as part of new uses.
  - (ii) New construction need not replicate existing buildings, but should reflect the massing, floor heights and character of the existing buildings in order to promote a consistent appearance across the campus.
  - (iii) New construction should match the cornice height and floor-to-floor dimension of existing buildings in order to reflect the scale of the campus setting.
  - (iv) Any new construction should maintain a consistent building line relative to the street in the Core Campus area.
  - (v) New construction should maintain a distance between structures, existing or new, that is consistent with the existing Core Campus building footprints.

(2) Windows and doors. Guidelines for window openings and glazing, door openings and doors are as follows:

- (a) New glazing is acceptable if elements are consistent in scale, rhythm, color, and transparency with campus setting.

- (b) Existing door and window openings should be retained; do not enlarge or reduce size of existing openings.
- (c) Replacement windows on existing structures should match original window mullions and details.
- (d) Rhythm or pattern of door and window openings should be consistent with that of the original buildings.

(3) Materials. Material choices for new construction and renovations are important in the context of the historic campus and natural areas of Hospital Road.

- (a) Character of existing materials in Medfield State Hospital North buildings. The current campus is characterized by brick buildings with slate roofs, and white painted wood window frames, porches and details. The brick construction incorporates detail on the cornice line and eave area, around window openings and at entryways.
- (b) Materials for rehabilitation and new construction on MSH North. While not limited to the existing palette of existing materials, new construction should reflect the quality of construction and durability of materials in existing historic context. While some new materials may better address maintenance issues, their appearance may not be in keeping with the historic character of the campus. For this reason, materials such as vinyl siding and brick veneer are prohibited.
- (c) Electric and gas. ENERGY STAR® - conservation-rated lighting, appliances, and heating and cooling systems should be used in both rehabilitation and new construction throughout MSHD. Renewable energy technologies, such as solar energy, geothermal, microgrids and waste heat recovery are encouraged; wind turbines and stand-alone ground-mounted solar arrays are not encouraged.
- (d) Water. WaterSense - conservation-rated products and services should be used in both rehabilitation and new construction throughout MSHD. WaterSense products include, but are not limited to, low-flush toilets, water-reducing shower heads, and water-conserving appliances. Water-saving methods, such as capturing groundwater runoff and recycling gray water for irrigation, are encouraged.

(4) Roofs.

- (a) MSH North. The MSH campus buildings are distinguished by steep-pitched, slate roofs.
  - (i) As character-giving elements of the buildings, existing hip roofs, dormers, and clerestories should be preserved.
  - (ii) Details of roof construction such as cornices, brackets, gutters, and cupolas, should be preserved.
  - (iii) Deteriorated roof materials should be replaced with like materials, or if not feasible, with materials that approximately match the existing in size, shape, color, texture, and installation method.

#### D. Infrastructure.

- (1) Streets and sidewalks. Streets and sidewalks should be compatible with the historic fabric of the MSH campus and in keeping with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- (2) Utilities. The impact of utilities on viewsheds and on the historic fabric of the campus should be minimized. To this end:
  - (a) Utilities and infrastructure should be installed underground so as not to impact the character of the campus or disrupt viewsheds.
  - (b) Utility infrastructure elements, such as electrical boxes, standpipes and similar items, should be located to the rear of buildings, out of view from the main campus quadrangle. Utility infrastructure elements should be screened from view with landscape treatment.
- (3) Lighting.
  - (a) Building lighting, signage lighting and site lighting should adhere to any Dark Sky guidelines adopted from time to time by the Medfield Planning Board.
  - (b) Pedestrian-scaled lighting should be provided at paths and walks in the public areas of the main campus.

#### E. Access and parking.

- (1) Public parking. Public parking to support public access to site is to be provided. Public parking should also be provided for visitors to residential homes and for customers of commercial and nonprofit uses.
  - (a) The primary public parking areas should be concentrated at the entry road by Building 2, and near the access point to the Medfield Charles River Gateway in the northwest corner of the property. Additional smaller-scale public parking areas should be distributed across the MSH Core Campus, West Slope and Water Tower areas.
  - (b) On-street parking is permissible per the Master Plan.
  - (c) One bump-out with vegetation is required for every 10 or fewer parking spaces.
- (2) Building entrances.
  - (a) In the Core Campus area, primary building entrances should match the historic pattern of building stoops and porches, and be oriented toward the campus core road.
  - (b) In other areas of the MSH site, primary building entrances should be oriented toward the addressing street.
  - (c) Secondary building entrances from parking areas may be located at the rear or sides of buildings.
- (3) Garage and parking entrances. Garage and parking entrances should be from the rear of buildings on the Core Campus

quadrangle so as to support a pedestrian-oriented walkable core area and not visually disrupt the main campus circulation.

(4) Parking areas.

- (a) Parking should be provided based on the Institute of Transportation Engineers (ITE) Parking Generation, 4th Edition, for average peak period parking demand.
- (b) Ample storage area for snow removal should be located so as to not damage the campus landscape or impact the natural areas surrounding the campus.
- (c) Parking should be screened from view and preferably located at the rear of buildings.
- (d) Parking on the Green is limited to special event parking, if necessary.
- (e) Shared-use parking with MSH patrons and residents should be developed in conjunction with the prospective siting of municipal recreational facilities or other uses south of Hospital Road.

F. Landscape. The essence of Medfield State Hospital's character lies in the contrast between the formality of the hilltop campus and the surrounding pastoral landscape. Development on the campus should respect this framework through contextual siting of buildings and appropriate enhancements to the campus landscape.

(1) Landscape setting.

- (a) Maintain the thoughtfully and creatively designed landscape within the Core Campus.
- (b) Maintain the open, rolling pastoral landscape of the Historic Farm and Hospital District along both sides of Hospital Road.
- (c) Maintain the historic gateway and entrances to the site and the tree-lined historic entry drives — Stonegate Drive, which runs along the existing ridgeline and Service Drive.
- (d) Preserve and retain existing stone walls. New entry walls, site walls or stone fencing should be of fieldstone to match the existing campus entry gates and walls.
- (e) Preserve the connection to the Charles River from the Core Campus.
- (f) Restore and preserve the Common to the west of Lee Chapel.
- (g) With the demolition of Building 27B, enlarge the landscaped park area to create a town square or add a structure that meets design standards.
- (h) Preserve historic landforms, such as the knoll on the Green by the Superintendent's House that contribute to the character of the campus.

(2) Buffers and screening. Landscape buffers and quality screening elements consistent with the campus character and the species and variety of trees and shrubs currently in place should be used to

minimize disruption of the campus environment and important viewsheds. Buffers and screening are required as follow:

- (a) Landscape buffers should be provided at utility infrastructure, such as electric boxes, to screen them from view.
- (b) Landscape buffers and fence screening should be provided at trash areas and maintenance areas.
- (c) Landscape buffers should be provided between parking lots and residential uses.
- (d) Parking areas should have tree planting areas. A minimum of one tree planting area for every 10 parking spaces should be provided; if a more restrictive requirement is outlined in any Town-wide design guidelines the more restrictive requirement shall apply.

(3) Trees and plantings.

- (a) Protect and preserve the historic, mature trees that define the spaces and streets of the MSHD.
- (b) The historic specimen tree collection is to be preserved and maintained throughout the site, and in particular in the Core Campus, the Green and the Cottage Arboretum areas.
- (c) Invasive species should be removed, and new plant materials should be native species. In the Cottage Arboretum area new specimen plantings are encouraged.
- (d) Tree plantings along Stonegate Drive should be restored.
- (e) The parallel lines of street trees that, along with the architecture, create the street walls of the Core Campus should be maintained and reinforced.

(4) Irrigation.

- (a) Soil moisture-sensor devices. All in-ground irrigation systems installed shall be equipped with a soil moisture-sensor device to prevent the system from operating when not needed. Any service or repair to an existing in-ground irrigation system shall include the installation of a moisture-sensor device, if the same is not already installed and in good working condition. Proof of this installation shall be provided to Medfield Board of Water and Sewer.
- (b) Timing device. All in-ground irrigation systems shall be equipped with a timing device that can be set to make the system conform to any non-essential outdoor water use restrictions that may be issued by the Town of Medfield.
- (c) Shutoff valve. All in-ground irrigation systems shall be plumbed so that a shutoff valve is located outside the building.

## § 300-20.14. Signage.

The provisions of the Sign Bylaw (Article 13) shall apply in the MSHD, provided that Sign Bylaw provisions applicable in business districts shall apply to all signs for non-residential uses listed in Table 1 of this article and Sign Bylaw provisions applicable to residential uses shall apply to all signs for residential uses listed in Table 1 of this article.

## § 300-20.15. Severability.

If any provision of this article is found to be invalid by a court of competent jurisdiction, the remainder of this article shall not be affected, but shall remain in full force. The invalidity of any provision of this article shall not affect the validity of the remainder of this article and the Zoning Bylaw.



## FY2024 Budget Worksheet

	FY2019 Per Recap	FY2020 Per Recap	FY2021 Per Recap	FY2022 Per Recap	FY2023 Per Recap	FY2024 Estimate	\$ Change FY23 to FY24	% Change FY23 to FY24
<b>REVENUES</b>								
Property Tax Levy	\$39,559,733	\$42,835,123	\$44,458,802	\$46,047,741	\$47,717,256	\$49,521,862	\$1,804,606	3.78%
2 1/2 Levy Increase	\$988,993	\$1,070,878	\$1,111,470	\$1,151,194	\$1,192,931	\$1,238,047	\$45,116	3.78%
New Growth	\$373,294	\$552,801	\$477,469	\$518,321	\$611,675	\$400,000	-\$211,675	-34.61%
Debt Exclusions	\$4,311,328	\$4,140,274	\$3,674,665	\$3,305,035	\$3,129,882	\$2,590,854	-\$539,028	-17.22%
Operational Overrides	\$1,913,103	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Capital Overrides	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Municipal Buildings Stabilization Fund Override	\$1,000,000	\$1,025,000	\$1,050,625	\$1,076,890	\$1,103,812	\$1,131,407	\$27,595	2.50%
<b>Total Property Tax Levy</b>	<b>\$48,446,451</b>	<b>\$49,624,076</b>	<b>\$50,773,031</b>	<b>\$52,099,181</b>	<b>\$53,755,556</b>	<b>\$54,882,170</b>	<b>\$1,126,614</b>	<b>2.10%</b>
	FY2019 Per Recap	FY2020 Per Recap	FY2021 Per Recap	FY2022 Per Recap	FY2023 Per Recap	FY2024 Estimate	\$ Change FY23 to FY24	% Change FY23 to FY24
State Aid	\$7,822,174	\$7,952,648	\$7,262,845	\$8,116,943	\$8,384,126	\$8,384,126	\$0	0.00%
Local Receipts	\$4,237,566	\$4,372,096	\$3,720,733	\$3,845,816	\$4,184,381	\$4,331,337	\$146,956	3.51%
Other Available General Funds	\$2,835,224	\$2,353,383	\$2,216,615	\$2,793,971	\$2,177,780	\$1,772,336	-\$405,444	-18.62%
Municipal Buildings Stabilization Fund (as an Available fund)	\$0	\$0	\$0	\$0	\$1,159,000	\$1,131,407	-\$27,593	-2.38%
Free Cash to Capital Stabilization Fund	\$0	\$0	\$0	\$751,000	\$2,000,000	\$850,000	-\$1,150,000	-57.50%
Free Cash to OPEB Trust	\$0	\$0	\$0	\$42,500	\$500,000	\$525,000	\$25,000	5.00%
Free Cash to General Stabilization Fund	\$225,000	\$300,000	\$0	\$700,000	\$700,000	\$500,000	-\$200,000	-28.57%
Free Cash to Monetary articles					\$25,000	\$30,000	\$0	0.00%
Enterprise Fund Offset	\$1,618,269	\$1,565,149	\$1,528,081	\$2,516,105	\$2,298,280	\$2,261,983	-\$36,297	-1.58%
<b>Total Other Revenue</b>	<b>\$16,738,233</b>	<b>\$16,543,276</b>	<b>\$14,728,274</b>	<b>\$18,766,335</b>	<b>\$21,428,567</b>	<b>\$19,786,189</b>	<b>-\$1,642,378</b>	<b>-7.66%</b>
<b>Total Revenue</b>	<b>\$65,184,684</b>	<b>\$66,167,352</b>	<b>\$65,501,305</b>	<b>\$70,865,516</b>	<b>\$75,184,123</b>	<b>\$74,668,359</b>	<b>-\$515,764</b>	<b>-0.69%</b>

	FY19 Town Meeting Approved	FY20 Town Meeting Approved	FY21 Town Meeting Approved	FY22 Town Meeting Approved	FY23 Town Meeting Approved	FY24 Estimate	\$ Change	% Change
<b>EXPENDITURES</b>								
Workers Compensation Insurance	\$256,000	\$281,418	\$261,677	\$238,201	\$248,000	\$280,878	\$32,878	13.26%
Property, General Liability, and Professional	\$179,065	\$149,182	\$201,098	\$247,713	\$276,000	\$306,507	\$30,507	11.05%
Police and Fire 111F Injured on Duty Insurance	\$30,000	\$73,445	\$76,000	\$83,600	\$90,000	\$95,000	\$5,000	5.56%
Indemnification - Retired Police	\$8,000							
<b>Total Insurance</b>	<b>\$473,065</b>	<b>\$504,045</b>	<b>\$538,775</b>	<b>\$569,514</b>	<b>\$614,000</b>	<b>\$682,385</b>	<b>\$68,385</b>	<b>11.14%</b>

## FY2024 Budget Worksheet

	FY19 Town Meeting Approved	FY20 Town Meeting Approved	FY21 Town Meeting Approved	FY22 Town Meeting Approved	FY23 Town Meeting Approved	FY24 Estimate	\$ Change	% Change
Unemployment Trust Fund	\$50,000	\$45,300	\$105,894	\$161,788	\$0	\$50,000	\$50,000	
Life Insurance	\$12,499	\$12,499	\$13,124	\$13,124	\$15,000	\$15,900	\$900	6.00%
Health Insurance	\$4,428,172	\$4,497,220	\$4,497,220	\$4,200,000	\$4,677,109	\$5,084,017	\$406,908	8.70%
OPEB Appropriation	\$400,000	\$425,000	\$425,000	\$467,500	\$500,000	\$525,000	\$25,000	5.00%
Medicare Tax	\$500,700	\$525,735	\$552,022	\$579,623	\$624,000	\$665,000	\$41,000	6.57%
Norfolk County Retirement	\$2,578,193	\$2,826,048	\$3,026,978	\$3,162,435	\$3,394,258	\$3,357,779	-\$36,479	-1.07%
<b>Total Town and School Employee Benefits</b>	<b>\$7,969,564</b>	<b>\$8,331,802</b>	<b>\$8,620,238</b>	<b>\$8,584,470</b>	<b>\$9,210,367</b>	<b>\$9,697,696</b>	<b>\$487,329</b>	<b>5.29%</b>

Town Debt - Principal	\$4,864,753	\$4,802,954	\$4,340,273	\$4,748,543	\$3,958,200	\$2,914,709	-\$1,043,491	-26.36%
Town Debt - Interest	\$1,595,763	\$1,430,571	\$1,264,549	\$1,489,458	\$1,312,070	\$1,160,574	-\$151,496	-11.55%
Lease Purchase Finance Payment					\$100,686	\$48,095	-\$52,591	-52.23%
<b>Total Debt</b>	<b>\$6,460,516</b>	<b>\$6,233,525</b>	<b>\$5,604,822</b>	<b>\$6,238,001</b>	<b>\$5,370,956</b>	<b>\$4,123,378</b>	<b>-\$1,247,578</b>	<b>-23.23%</b>

General Stabilization Fund	\$200,000	\$221,419	\$0	\$700,000	\$700,000	\$500,000	-\$200,000	-28.57%
<b>Total to General Stabilization</b>	<b>\$200,000</b>	<b>\$221,419</b>	<b>\$0</b>	<b>\$700,000</b>	<b>\$700,000</b>	<b>\$500,000</b>	<b>-\$200,000</b>	<b>-28.57%</b>

	FY19 Town Meeting Approved	FY20 Town Meeting Approved	FY21 Town Meeting Approved	FY22 Town Meeting Approved	FY23 Town Meeting Approved	FY24 Estimate	\$ Change	% Change
<b>TOWN DEPARTMENTS</b>								
Selectmen	\$15,900	\$15,700	\$15,520	\$15,520	\$15,520	\$15,520	\$0	0.00%
Town Administrator	\$957,566	\$933,896	\$391,997	\$419,247	\$430,888	\$447,021	\$16,133	3.74%
Warrant Committee	\$300				\$0	\$0	\$0	0.00%
Town Accountant	\$241,677	\$236,041	\$236,139	\$240,191	\$277,000	\$244,574	-\$32,426	-11.71%
Assessors	\$113,406	\$127,942	\$220,670	\$224,610	\$234,737	\$245,933	\$11,196	4.77%
Treasurer/Tax Collector	\$183,156	\$185,529	\$285,973	\$289,731	\$297,773	\$307,128	\$9,355	3.14%
Town Counsel	\$112,335	\$114,793	\$114,794	\$116,150	\$123,533	\$133,533	\$10,000	8.10%
Human Resources	\$51,900	\$81,261	\$33,060	\$88,987	\$105,016	\$249,259	\$144,243	137.35%
Information Technology	\$276,981	\$214,442	\$213,994	\$225,551	\$235,209	\$236,434	\$1,225	0.52%
Town Clerk/Elections	\$101,537	\$97,974	\$120,538	\$109,635	\$160,832	\$161,248	\$416	0.26%
Conservation Commission	\$43,371	\$44,076	\$44,621	\$45,355	\$44,609	\$77,940	\$33,331	74.72%
Planning Board	\$100,637	\$101,791	\$130,148	\$133,064	\$138,810	\$142,860	\$4,050	2.92%
Zoning Board of Appeals	\$5,000	\$4,850						
Facilities	\$334,483	\$374,646	\$605,098	\$636,379	\$647,428	\$744,224	\$96,796	14.95%
Town Report/Meeting	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$16,750	\$1,750	11.67%
Pol Admin/Public Safety Bldg	\$130,679	\$134,150				\$0	\$0	0.00%
Police	\$2,584,525	\$2,674,693	\$2,647,318	\$2,743,656	\$2,786,346	\$2,899,276	\$112,930	4.05%
Traffic Markings/Signs	\$68,324	\$65,024	\$65,024	\$65,024	\$65,024	\$37,007	-\$28,017	-43.09%

## FY2024 Budget Worksheet

	FY19 Town Meeting Approved	FY20 Town Meeting Approved	FY21 Town Meeting Approved	FY22 Town Meeting Approved	FY23 Town Meeting Approved	FY24 Estimate	\$ Change	% Change
Fire & Rescue Administration	\$158,894	\$161,778				\$0	\$0	0.00%
Fire & Rescue	\$1,177,107	\$1,287,906	\$1,409,997	\$1,473,000	\$1,590,437	\$1,662,792	\$72,355	4.55%
Inspections	\$166,920	\$161,244	\$234,143	\$238,597	\$254,420	\$289,138	\$34,718	13.65%
Sealer	\$2,949	\$3,004	\$2,998	\$3,054	\$3,117	\$3,200	\$83	2.66%
Emergency Management	\$0	\$0	\$11,500	\$11,500	\$11,500	\$11,500	\$0	0.00%
Animal Control Officer	\$109,024	\$110,887	\$110,887	\$112,661	\$114,594	\$114,594	\$0	0.00%
Tree Care	\$68,175	\$68,637	\$67,140	\$67,611	\$68,091	\$73,591	\$5,500	8.08%
Highway	\$1,296,838	\$1,298,444	\$1,339,600	\$1,470,218	\$1,496,648	\$1,563,436	\$66,788	4.46%
Snow & Ice	\$293,432	\$293,433	\$293,434	\$293,435	\$293,436	\$293,437	\$1	0.00%
Street Lights	\$50,000	\$50,000	\$50,000	\$10,000	\$12,500	\$12,500	\$0	0.00%
Equipment Repair/Maintenance	\$346,058	\$343,373	\$456,013	\$445,799	\$450,559	\$452,585	\$2,026	0.45%
Sidewalks	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$0	0.00%
Public Works/Utilities	\$101,514	\$98,714						
Solid Waste Disposal	\$632,008	\$642,670	\$575,172	\$609,179	\$625,814	\$631,794	\$5,980	0.96%
Cemetery	\$190,314	\$199,274	\$188,379	\$200,229	\$207,386	\$213,000	\$5,614	2.71%
Board of Health	\$55,321	\$55,321	\$115,676	\$147,779	\$190,595	\$201,110	\$10,515	5.52%
Public Health	\$10,921	\$10,921						
Mental Health	\$7,988	\$7,988						
Council on Aging	\$236,878	\$252,878	\$238,269	\$245,579	\$250,838	\$244,771	-\$6,067	-2.42%
Veterans	\$56,996	\$60,024	\$56,048	\$56,048	\$55,878	\$60,300	\$4,422	7.91%
Medfield Outreach	\$154,991	\$134,008	\$175,270	\$178,340	\$185,345	\$197,873	\$12,528	6.76%
Library	\$747,661	\$760,552	\$751,531	\$766,693	\$801,729	\$823,436	\$21,707	2.71%
Parks & Recreation	\$339,495	\$344,105	\$295,070	\$302,131	\$311,625	\$319,467	\$7,842	2.52%
Historical Commission	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$0	0.00%
Grave Markers/Flags	\$2,000							
Memorial Day/Veterans Day	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$0	0.00%
Cultural Council	\$4,600	\$5,000	\$5,800	\$6,000	\$6,500	\$6,500	\$0	0.00%
Reserve Fund	\$150,000	\$150,000	\$150,000	\$150,000	\$170,000	\$170,000	\$0	0.00%
<b>Total Town Budgets</b>	<b>\$11,730,161</b>	<b>\$11,960,269</b>	<b>\$11,705,121</b>	<b>\$12,194,253</b>	<b>\$12,717,037</b>	<b>\$13,342,031</b>	<b>\$624,994</b>	<b>4.91%</b>

	FY19 Town Meeting Approved	FY20 Town Meeting Approved	FY21 Town Meeting Approved	FY22 Town Meeting Approved	FY23 Town Meeting Approved	FY24 Estimate	\$ Change	% Change
<b>Schools</b>								
Vocational School Assessment	\$181,279	\$170,296	\$245,678	\$155,240	\$143,023	\$108,119	-\$34,904	-24.40%
Schools	\$35,070,769	\$36,471,454	\$36,877,290	\$38,348,229	\$39,506,948	\$41,474,394	\$1,967,446	4.98%
<b>Total School Budgets</b>	<b>\$35,252,048</b>	<b>\$36,641,750</b>	<b>\$37,122,968</b>	<b>\$38,503,469</b>	<b>\$39,649,971</b>	<b>\$41,582,513</b>	<b>\$1,932,542</b>	<b>4.87%</b>
<b>Total Town Meeting Appropriations</b>	<b>\$62,085,354</b>	<b>\$63,892,810</b>	<b>\$63,591,924</b>	<b>\$66,789,707</b>	<b>\$68,262,331</b>	<b>\$69,928,003</b>	<b>\$1,665,672</b>	<b>2.44%</b>

## FY2024 Budget Worksheet

	FY19 Town Meeting Approved	FY20 Town Meeting Approved	FY21 Town Meeting Approved	FY22 Town Meeting Approved	FY23 Town Meeting Approved	FY24 Estimate	\$ Change	% Change
<b>EXPENDITURES NOT REQUIRING APPROPRIATION</b>								
Snow Deficit/Land Damages/Tax Title	\$122,665	\$65,894	\$0	\$42,281	\$56,235	\$100,000	\$43,765	77.83%
State Aid Offsets	\$16,901	\$17,504	\$17,373	\$21,868	\$26,061	\$26,061	\$0	0.00%
Deficit to be raised on the Recap	\$0	\$0	\$0	\$2,129	\$0	\$0	\$0	0.00%
State Assessments	\$858,574	\$850,098	\$842,313	\$908,687	\$964,734	\$964,734	\$0	0.00%
Overlay	\$223,481	\$188,579	\$198,486	\$216,327	\$206,873	\$200,000	-\$6,873	-3.32%
<b>Total Not Requiring Aprrop</b>	<b>\$1,221,621</b>	<b>\$1,122,075</b>	<b>\$1,058,172</b>	<b>\$1,191,292</b>	<b>\$1,253,903</b>	<b>\$1,290,795</b>	<b>\$36,892</b>	<b>2.94%</b>
<b>Total Operating Budget</b>	<b>\$63,306,975</b>	<b>\$65,014,885</b>	<b>\$64,650,096</b>	<b>\$67,980,999</b>	<b>\$69,516,234</b>	<b>\$71,218,798</b>	<b>\$1,702,564</b>	<b>2.45%</b>
<b>MONETARY ARTICLES</b>								
Capital Budget from Capital Stabilization Fund / Revolving Funds	\$1,028,000	\$96,261	\$162,750	\$970,326	\$1,106,000	\$796,000	-\$310,000	-28.03%
Transfer to New Capital Stabilization Fund				\$751,000	\$2,000,000		-\$1,150,000	-57.50%
Transfer into Municipal Buildings Stabilization Fund	\$1,000,000	\$1,025,000	\$1,050,625	\$1,076,891	\$1,103,812	\$1,131,407	\$27,595	2.50%
Transfer out of Municipal Buildings Stabilization Fund					\$1,159,000	\$1,131,407	-\$27,593	-2.38%
Downtown Improvements	\$15,000	\$1,000	\$15,000	\$0	\$0	\$0	\$0	0.00%
Transfer into Sewer Betterments Paid in Advance Stabilization Fund	\$106,235	\$85,000	\$106,895	\$0	\$0	\$0	\$0	0.00%
Vaccines Revolving Fund	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	
Affordable Housing Trust	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000	
Monetary Articles	\$660,885	\$419,720	\$291,935	\$267,113	\$25,000	\$350,197	\$325,197	1300.79%
<b>Total Monetary Articles</b>	<b>\$2,810,120</b>	<b>\$1,626,981</b>	<b>\$1,627,205</b>	<b>\$3,065,330</b>	<b>\$5,393,812</b>	<b>\$4,289,012</b>	<b>-\$1,104,800</b>	<b>-20.48%</b>
<b>Total Appropriations</b>	<b>\$66,117,095</b>	<b>\$66,641,866</b>	<b>\$66,277,301</b>	<b>\$71,046,329</b>	<b>\$74,910,046</b>	<b>\$75,507,810</b>	<b>\$597,764</b>	<b>0.80%</b>
<b>Total Revenues</b>	<b>\$65,184,684</b>	<b>\$66,167,352</b>	<b>\$65,501,305</b>	<b>\$70,865,516</b>	<b>\$75,184,123</b>	<b>\$74,668,359</b>	<b>-\$515,764</b>	<b>-0.69%</b>
<b>Total Expenditures</b>	<b>\$66,117,095</b>	<b>\$66,641,866</b>	<b>\$66,277,301</b>	<b>\$71,046,329</b>	<b>\$74,910,046</b>	<b>\$75,507,810</b>	<b>\$597,764</b>	<b>0.80%</b>
<b>General Fund Surplus/Deficit</b>	<b>-\$932,411</b>	<b>-\$474,514</b>	<b>-\$775,996</b>	<b>-\$180,813</b>	<b>\$274,077</b>	<b>-\$839,451</b>		<b>0.00%</b>



**ROBERT WHITFIELD AIGLER**  
**32 ELM STREET**  
**MEDFIELD, MASSACHUSETTS 02052**

[REDACTED]  
( ) Cell  
[REDACTED]

**Extensive experience in lending and corporate finance leading to increasing responsibilities in employee development, transaction management and credit approval authority.**

## **SKILLS**

- Development of analysts' abilities and confidence
- Creating a positive environment of teamwork and high level of customer responsiveness
- Developing solutions while maintaining a culture of strong risk management
- Identification of transaction risks and strengths
- Experienced in workouts and negotiations

## **EXPERIENCE**

**1996 – 2020      Banc of America Public Capital Corp Boston, Massachusetts**  
Senior Vice President - Credit Products Manager

Developed analytical and negotiating skills of three senior analysts, managed transaction flow, and served as a higher level of approval authority for more complex transactions. Worked closely with Marketing management, Syndications and Bank of America affiliate in managing credit exposures while maximizing revenue. Strengthened relationships with Contracts and Legal by emphasizing cross-functional teamwork.

**1992 – 1996      AT&T Capital Corporation Westborough, Massachusetts**  
Credit Manager - Vendor Small Ticket Division

Managed credit analysis and decisions as senior approval authority for a strategic segment with annual funded lease volume of \$300,000,000. Developed analysts' credit and documentation skills and contributed to task forces and process improvement teams. Other responsibilities included reviewing portfolio acquisition candidates and assisting in development of vendor programs.

**1988 – 1992      John Hancock Leasing Corporation Boston, Massachusetts**  
Senior Credit Officer

Supervised activities of two analysts, analyzed and negotiated investment proposals, and presented larger transactions to senior management and board members. Assisted Syndications in selling leases.

**1985 – 1988      Signal Capital Corporation Hampton, New Hampshire**  
Senior Credit Analyst

Analyzed, presented and negotiated equipment lease and loan proposals for this subsidiary of The Henley Group, Inc. Position required frequent dealing with sales, customers, counsel and vendors.

<b>1983 – 1985</b>	<b><u>New England Financial Resources, Inc. Boston, Massachusetts</u></b> Credit Analyst
	Analyzed loan proposals, supervised portfolio servicing and managed construction loans for this syndicator of commercial real estate loans.
<b>1980 – 1983</b>	<b><u>Bank of New England Leasing Corporation Boston, Massachusetts</u></b> Syndications Officer
	Produced fee income through private placements of single investor and leveraged equipment leases. Market included commercial banks, captive and independent leasing companies and insurance companies.
<b>1978 – 1980</b>	<b><u>Bankers Trust Company New York, New York</u></b> Assistant Treasurer - Credit Department
	Prepared credit analyses of corporate customers of New York City commercial division.
<b>1977 – 1978</b>	<b><u>New York Life Insurance Company New York, New York</u></b> Investment Analyst
	Analyzed private placement loan requests from natural resource borrowers, presented loan proposals to investment committee and monitored portfolio performance.

## **EDUCATION**

**Master of Business Administration, University of Virginia, Charlottesville, Virginia 1976**

**Bachelor of Arts, Rutgers University, New Brunswick, New Jersey 1974**  
**English major**





Brittney Franklin &lt;bfranklin@medfield.net&gt;

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**Fwd: Dog Control Bylaw Committee**

1 message

**Kristine Trierweiler** <ktrierweiler@medfield.net>  
To: Brittney Franklin <bfranklin@medfield.net>

Tue, Jan 31, 2023 at 10:20 PM

Sent from my iPhone

Begin forwarded message:

**From:** neil downing [REDACTED]  
**Date:** January 31, 2023 at 9:38:26 PM EST  
**To:** ktrierweiler@medfield.net  
**Subject:** Dog Control Bylaw Committee

Hi Kristine,

I was talking with Jill Radosta RE the committee...

I have lived in Medfield since 1999 & for the past year have been walking my dog up at hospital hill almost daily.

I wanted to volunteer for the committee if you still need folks

Thanks

Neil

BTW - my Son Michael is a Medfield Police Officer

--

Neil Downing

[REDACTED]

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## **Town of Medfield**

Board of Selectmen Procurement Card Program

Approved February XX, 2023

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### **Purpose and Scope:**

The Town of Medfield (“the Town”) has hereby established a procurement card program. A procurement card, also known as a “P-card,” is a type of credit card issued to designated employees or officials to facilitate the purchase and prompt delivery of small dollar value goods and/or services.

The Town’s procurement card program is intended to provide primarily for rapid acquisition of low value items and to reduce the volume of reimbursements to employees made by the Town for purchases related to Town business. The procurement card program is designed to promote purchasing efficiency, flexibility, and convenience. Procurement card purchases shall be made in accordance with established purchasing laws, rules, and policies and expenditures for proper public purposes.

The purpose of this policy is to establish guidelines and parameters pursuant to which Town employees and elected or appointed officials (collectively referred to herein as, “employees”) may use a procurement card for small purchases.

### **Applicability:**

This policy applies to employees to whom procurement cards are issued and to those Town employees required to assist in the management of the procurement card program, including but not limited to the Town Administrator, Town Treasurer/Collector and Town Accountant.

### **Policy:**

The municipal finance laws of the Commonwealth of Massachusetts prescribe standard methods for procuring goods and services necessary for the delivery of Town services. These methods are intended to make certain that assets, liabilities, revenues, expenditures, and fund balances of the Town are accurately accounted for; that Town funds are only used in accordance with the budget appropriated by Town Meeting, grants, trust agreements, and state, federal and local laws; and that goods and services are acquired at the least possible cost to the Town, consistent with necessary quality.

Recognizing that limited situations exist where operating departments need flexibility for small purchases, the Board of Selectmen hereby authorizes the Town Administrator and the Treasurer/Collector to assign procurement cards to designated employees for certain limited types of purchases. Only those designated employees authorized to incur financial obligations on behalf of the Town with these procurement cards may do so.

Cards are to be used for Town of Medfield business only. Improper use of a procurement card may result in the loss of procurement card privileges, disciplinary action up to and potentially including termination for appointed employees, and/or pursuit of all actions necessary and appropriate to recover misused funds.

# **Town of Medfield**

Board of Selectmen Procurement Card Program

Approved February XX, 2023

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The Town of Medfield reserves the right to revoke, suspend or cancel any procurement card assigned to any employee without warning and at any time.

Use of procurement cards shall be governed by all applicable rules, regulations and policies of the Town of Medfield, and the laws of the Commonwealth of Massachusetts including G.L. c.30B (the Uniform Procurement Act).

Each employee to whom a procurement card is assigned shall be responsible for the protection and custody of the card at all times, and may only use the card for purchases in compliance with this policy and for which the employee's department has available funds. The use of the procurement card constitutes an encumbrance of the Town. Therefore, the employee assumes all budgeting and payment responsibilities. The Town Accountant shall, in accordance with law, be responsible for reviewing and approving all procurement card transactions.

Procurement card purchases shall be limited to procurements for which the Chief Procurement Officer (Town Administrator) has determined that Town's standard procurement and/or accounts payable process cannot be used (i.e, check payment not accepted, timing issues, etc.).

The Town Accountant shall conduct random audits of the procurement card program to ensure compliance with this policy.

## **Implementation Procedures:**

The following procedures outline the process for issuing a procurement card as well as the duties and responsibilities of the cardholder:

1. As determined by the Town Administrator or Treasurer/Collector, only authorized Town employees may use the assigned procurement card.
2. All employees issued a procurement card by the Town Administrator or the Treasurer/Collector shall execute a Cardholder Agreement, the form of which is attached hereto and made part of this policy. These individuals will be further noted as a "cardholder".
3. The cardholder is responsible for the protection and custody of the procurement card and shall immediately notify the Treasurer/Collector's Office if the card is lost or stolen. Execution of a new cardholder agreement shall be required to obtain a replacement card.
4. A procurement card shall be used only for the purchase of goods or services for official business of the Town. Further parameters for the use of the card shall be established jointly by the Town Accountant and the Town Administrator, following consultation with the Treasurer/Collector, and shall include:
  - a. A limit on the number of daily transactions allowed on the card;
  - b. A limit on the amount that may be charged to the card per month;
  - c. A limit on the amount that may be charged in a single transaction

## **Town of Medfield**

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- d. The general ledger accounts to which procurement card transactions are to be charged; and
  - f. Limitations on the kind of expenses that can be incurred with the procurement card.
5. At the time of each transaction, the cardholder must notify vendors or merchants that the transaction should be exempt from Massachusetts Sales and Use Taxes (tax exempt certificate available) if it is used for the purchase of goods or services in the State of Massachusetts. The cardholder will present a copy of the Town's ST-2 tax exemption form to the vendor or merchant.
6. At the time of the transaction, the cardholder shall obtain an original, detailed transaction receipt marked by the vendor as "paid." The receipt shall include the following information: vendor's name, date of transaction, description of each item purchased, unit cost and extension.
  - a. Purchase over the Internet: If the procurement card is used to purchase a good or service over the internet, the cardholder shall print the confirmation page from the website showing the details of the order and deliver the same to the Town Accountant.
  - b. Purchase by Phone: If the procurement card is used to purchase a good or service over the phone, the cardholder shall ask for confirmation of the order by fax or email. In addition, the vendor shall be asked to include an original, detailed receipt with the packing slip that accompanies the goods at delivery.
7. The cardholder shall be responsible for ensuring receipt of goods and services purchased with a procurement card.
8. The cardholder will provide proper documentation to the Treasurer/Collector and the Town Accountant of the canceled transactions or returned items so the Town records are updated.
9. On a monthly basis, the Town Accountant will provide all procurement card holders a summary sheet of all departmental expenses. Required supporting documentation must be submitted to the Town Accountant's office the following week.
10. The cardholder is responsible for ensuring procurement card records are properly maintained. The cardholder may serve as his/her own Records Manager, or, a Record Manager can be delegated, with the approval of his/her Department head. The Record Manager is required to keep track of all purchases, obtain and keep original itemized receipts, and fill out necessary forms to the Town Accountant.
11. Cardholders must immediately surrender the procurement card upon the cardholder's separation of employment with the Town of Medfield, expiration of their elected term of office, or appointment to a board or committee.
12. Each cardholder is responsible to cooperate with internal, external, state, and federal auditors, and to respond appropriately to any audit findings.

### **Allowable Purchases:**

Below are examples of allowable expenditures on a procurement card:

## **Town of Medfield**

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- Books and Periodicals under \$250
- Conference registrations (both in and out of state)
- Miscellaneous office and program supplies under \$250
- General Groceries (for approved use for office meetings, etc.) under \$250
- Meals offered to paid town program participants
- Library supplies and materials under \$250
- Mailing/overnight mail
- Office furnishings under \$250
- Emergency supplies, materials and maintenance of facilities
- Variable expenditures that cannot be reasonably estimated ahead of time (such as Parks and Recreation field trip expenses)

If an intended purchase is not on the Allowable Purchase List, the cardholder should confirm with the Town Accountant if an item is allowable. If the purchase is for a grant, gift, or special revenue fund, there may be other purchasing restrictions. It is the responsibility of the employee to know their funding limitations and restrictions.

### **Unauthorized Purchases:**

The use of a procurement card for any of the following purposes is strictly prohibited, due to Town regulations and restrictions. Not every item is listed:

- Alcohol or Alcoholic beverages, prescription drugs, tobacco products, cannabis products and controlled substances
- Annual maintenance contracts
- Automatic payments (including monthly or annual “automatic” renewals)
- Cash advances of any type
- Cellular phones and mobile devices, or related monthly charges
- Capital project expenditures
- Computers, computer equipment, tablets, and other electronic devices without direct approval of the Town’s IT Director
- Construction and renovations

## **Town of Medfield**

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- Contract agreements or agreements that require a signature (including down payments)
- Contracted services of any type (moving, contract for services, etc., that require a signature)
- Donations and gifts
- Employment advertisements
- Gasoline
- Gift card purchases
- Gifts to employees or colleagues (this includes flowers, etc.)
- Insurance or similar policies
- Leases or rentals and lease-purchases of office and other equipment
- Employee Meals (reimbursed through standard travel reimbursement form, limitations apply)
- Parking tickets or other violations, penalties, interest or other fees prohibited by law
- Personal purchases of any type
- Sales tax
- Single purchase greater than \$2,000 without authorization of the Chief Procurement Officer
- Utilities
- Vehicle rentals
- Any item that can be procured under an existing vendor contract or account (i.e. Amazon, W.B. Mason, Home Depot) without prior approval

### **Internal Control Procedures:**

The Treasurer/Collector is responsible for compliance with the State of Massachusetts Records Retention requirements for safekeeping of statements and receipts for no less than seven years or otherwise for the term specified in an applicable records retention schedule. The Treasurer/Collector is also responsible for retention of all executed Cardholder Agreements.

The Town Accountant shall be responsible for ensuring accuracy of the procurement card statements. The Town Accountant shall be responsible for monitoring compliance of the purchases with State law and this policy. This includes but shall not be limited to reviewing and approving all procurement card transactions prior to the monthly payment. The Town Accountant shall also be responsible for confirming

## **Town of Medfield**

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receipt of all account information and documentation for each line of entry associated with each charge, with payments to be made within 30 days of the initial statement date.

### **Changes and Amendments:**

This policy is to be annually reviewed by the Select Board and may be changed or amended at the Board's discretion.

### **Approved by:**

*Board of Selectmen, Chair: Gus Murby* \_\_\_\_\_

*Board of Selectmen, Clerk: Osler Peterson* \_\_\_\_\_

*Board of Selectmen: Eileen Murphy* \_\_\_\_\_

Original date: \_\_\_\_\_, 2023

## **Town of Medfield**

Board of Selectmen Procurement Card Program

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### **Attachment A**

### **Town of Medfield Procurement Cardholder Agreement**

Agreement and requirement for the use of a Town Procurement Card:

1. I understand and agree that the procurement card must be used in accordance with the provisions of the Procurement Card Policies and Procedures established by the Town of Medfield, as attached hereto.
2. I agree to use the procurement card for approved business purchases only and I agree that the procurement card may not be used under any circumstances to purchase items for my personal use or for any use not authorized by the Department.
3. I understand that any violation(s) of Procurement Card Policies and Procedures may result in revocation of my card use privileges, disciplinary action up to and potentially including termination, and/or the Town taking action to recover any misappropriated funds.
4. I understand that I must submit itemized receipts from retailers totaling all charges on the monthly procurement card statement.

Card Account #: \_\_\_\_\_

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Received by: \_\_\_\_\_  
Name (Please Print)

I acknowledge receipt of the attached Procurement Card Policies and Procedures and agree to abide by said policies and procedures.

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

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





## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



## COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

**IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:**

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_

(signature)

Print Name:

Title:

Date:

(Check One):  Organization  Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:

FAX:

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

**SUB-CONTRACT AGREEMENT**

**This AGREEMENT is made by and between THE CAMBRIDGE PUBLIC HEALTH COMMISSION (Commission) dba Cambridge Health Alliance (CHA), and the Town of Medfield (the "Contractor").**

**1. Term**

**The term of this agreement will continue until June 30, 2023, with an option to renew by mutual written agreement.**

**2. Scope of Services**

**As a Sub-recipient of Budget Period 4 (BP4) Public Health Emergency Preparedness (PHEP) Funds, The Contractor agrees to perform the following services:**

**The authorized signatory certifies that the funds issued are to be used for Emergency preparedness activities that demonstrate measurable and sustainable progress towards achieving healthcare preparedness capabilities that promote prepared and resilient communities and healthcare systems. Specifically, to purchase two tablet devices and protective covers, for use in medical countermeasure dispensing sites. Use of funds may only be used for the intended purpose as documented in the approved 4AB PHEP BP4 Budget.**

**All expenditures must meet the requirements defined in the Massachusetts Department of Public Health BP4 Grant Guidance manual. Any deviations require approval from the Office of Preparedness and Emergency Management at the Massachusetts Department of Public Health via CHA as the pass through agent of state MRC funds. The Massachusetts Department of Public Health has sole discretion on appropriate use of funds. Any funds deemed not acceptable to Massachusetts Department of Public Health will be denied by the Cambridge Health Alliance.**

**To be eligible to receive funding, the Contractor must be compliant in completing at least 75% (3 out of 4) quarterly drills (HHAN, WebEOC, etc) and in attending at least 50% of the regional 4AB PHEP coalition meetings.**

**Any approved use of subcontractors via the PHEP BP4 Budget must be on an approved subcontractor list with the Cambridge Health Alliance. Any contractor that is not on an approved list will be the sole responsibility of the Contractor (agency/organization).**

**Per MDPH Grants Management Manual (GMM) requirements, any employees, consultants, or individuals of a subcontractor cannot charge more than 40 hours a week of their time to a contract(s) or between multiple MDPH OEM vendors (eg, sponsoring organizations).**

**Submit a quarterly expense report inclusive of letter from town on town letterhead and invoice(s)/supporting documentation to Cambridge Health Alliance to provide proof of purchase for any funds dispensed.**

**The Contractor agrees to comply with all requirements as stated in the Commonwealth of Massachusetts Terms and Conditions.**

**All Subcontractors will participate in annual performance evaluation(s) of their scope/role and any assigned deliverables associated with the grant award each grant year to occur at the midpoint and end of the contract.**



Commonwealth of Massachusetts  
County of \_\_\_\_\_

I \_\_\_\_\_ (Notary) as a notary public certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity on this date:  
\_\_\_\_\_, 2023.

My commission expires on:

AFFIX NOTARY SEAL

I \_\_\_\_\_ (Corporate Clerk) as a notary public certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity on this date:  
\_\_\_\_\_, 2023.

AFFIX CORPORATE SEAL

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**Christian Lanphere, PhD**  
**Site Administrator**  
**Cambridge Health Alliance**

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**Date**



# TAX MAP MAINTENANCE PROPOSAL FOR THE TOWN OF MEDFIELD, MA

For processing data recorded 01/01/2023 through 12/31/2023

January 24, 2023

Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Medfield, MA, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written:

## SCOPE OF SERVICES

### A. Compilation

1. CAI shall review and incorporate all subdivisions, boundary line adjustments and surveys and make any required property line, area, and/or frontage changes.
2. CAI shall review all title conveyance deeds and make any required changes. - N/A\*
3. CAI shall calculate the area of any parcel that is changed as a result of the above Items 1 and 2, following professionally accepted roundoff rules.
4. If copies of the property record cards for parcels with new or changed buildings, including the building sketches, are provided, CAI shall use the most recent available orthoimagery to accurately place building footprints.
5. CAI shall review information from the previous tax year, regarding problem areas and shall attempt to resolve any discrepancies or problems in a fair and equitable manner for tax assessment purposes.
6. As all the above referenced data are compiled throughout the year, CAI shall mark each document confirming the intent stated therein. If the intent is not a direct conveyance, CAI shall label the document appropriately with the new parcel number and area.
7. All data shall be incorporated and formatted in a manner consistent with the existing map/GIS data.
8. All work shall be reviewed and checked for errors and preliminary PDFs shall be provided for review prior to finalizing the annual service.

### B. Computer Map Index Services - N/A\*

1. CAI shall maintain an index of property records that corresponds to the the property maps.
2. All index changes shall be coded in the change field as follows:

M1 - Name/Book and Page	A - Add New Lot
M2 - Area	D - Delete Lot
M3 - Parcel Id Number (i.e. Map and/or Lot number)	
M4 - Multiple of M1, M2, M3	
M5 - Other (such as plan name or plan lot number)	

3. CAI shall provide computer index printouts to the CLIENT sorted as follows:
  - a. Numerical by map and lot number
  - b. Alphabetical by owner's name
  - c. Change list by change code with secondary sorting by map and lot
  - d. Other index printouts will be available upon request, at current CAI prices

### C. GIS

1. All digital files will be processed using Esri GIS software.
2. All data will be checked for topology errors and corrected.
3. GIS data will be delivered in Esri's shape file, geodatabase, or other format, depending on the format of the existing data.

#### D. Responsibilities of the CLIENT

1. The CLIENT shall provide a copy of each deed, keyed to the correct map and lot. - N/A\*
2. The CLIENT shall provide a print of each subdivision plan, boundary adjustment plan, and map to be incorporated, keyed to the correct map & lot.
3. The CLIENT shall acquire as much information as possible about any questions and/or problems.
4. If buildings are to be added or changed, the CLIENT shall provide a copy of the appropriate Property Record Card, including the building sketch.
5. The CLIENT shall notify CAI of approval of preliminary PDFs or edits to be made within thirty days of receipt of said preliminary PDFs.

## ADMINISTRATIVE

#### A. Documenting Progress

1. An officer of CAI shall be responsible for monitoring and documenting the progress of the maintenance process.
2. Flow charts shall be maintained, monitoring the progress of the maintenance procedure; the purpose of which is to be able to inform the CLIENT of exactly where the project stands at any given time. The charts shall include the following:
 

a. receipt date of data to be processed	e. completion date of second draft
b. completion date of compilation	f. date printed
c. completion date of first draft	g. date shipped
d. completion date of checking	

## TIMING

CAI shall complete and deliver the work described within 45 days of the receipt of the final information to be incorporated as defined in this proposal.

## COST

Map/GIS Maintenance Service	\$3,200.00
Building Footprints (if building sketches are provided as described above)	\$20.00/building added or changed

## DELIVERABLES

Deliverables shall include PDFs, digital data

## PAYMENT

Payment shall be made to CAI within thirty (30) days of invoicing, per terms of the invoice. Said invoicing shall be done on a quarterly basis throughout the project cycle, unless other payment arrangements have been made.

## GUARANTEE

CAI shall guarantee all data generated against any errors or omissions for one (1) full year from the date of delivery. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

# TAX MAP MAINTENANCE CONTRACT FOR THE TOWN OF MEDFIELD, MA

For processing data recorded 01/01/2023 through 12/31/2023

This is a contract made this 24 day of January, 2023, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Medfield, MA, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Maintenance Proposal, dated January 24, 2023, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The CLIENT shall pay \$3,200.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional \$20.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

This contract shall be construed under the laws of the Commonwealth of Massachusetts.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Medfield, MA

CAI Technologies

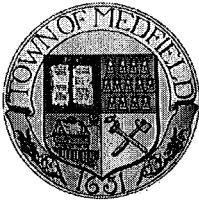
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

  
Franco D. Rossi  
President

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_



## **TOWN OF MEDFIELD, MASSACHUSETTS**

### **AGREEMENT**

**CONTRACT # Medfield 2023-1**

**STATE CONTRACT # (if applicable) \_\_\_\_\_**

This Contract is made this 7th day of February, 2023 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 Cartographic Associates, Inc., d/b/a CAI Technologies having a usual place of business at 11 Pleasant Street, Littleton, NH, 03561, hereinafter referred to as the "Contractor".

### **WITNESSED:**

Whereas, the Contractor submitted a Proposal to the Town to perform tax map maintenance 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 Scope of Services 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 tax map maintenance services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. **Contract Term:** The Contract Term is as follows: February 1, 2023 through March 31, 2024.

6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A: \$3,200 for tax map maintenance services with a \$20 fee per new/changed building. 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 GIS 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, and Professional Liability with minimum limits of \$1,000,000.00 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 vacated 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)*

By: 

Title: PRESIDENT

Board of Selectmen

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:

FRANCO ROSSI  
Print Name

PRESIDENT  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

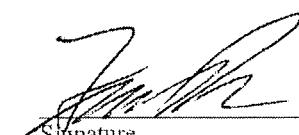
FRANCO ROSSI, authorized signatory for  
Name of signatory

CARTOGRAPHIC ASSOCIATES, INC., whose  
Name of contractor

Principal place of business is at 11 PEASANT STREET,

LITTLETON, NH does hereby certify under the pains and penalties of perjury that  
CARTOGRAPHIC ASSOC. INC. dba CCI TECHNOLOGIES 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 2/2/23  
Date

Informational

**To: Town of Millis and Town of Medfield Select Board, Zoning, and Health Departments**

From: Patricia Burke, 8 Eden Street, Millis MA 02054

Date: January 11, 2023

**Re: EMF/RF Health Complaint, and Possible Actions by Towns to Address Regulatory Gaps Regarding Radio Frequency Exposures, Wireless, Cell Towers, Antennas, and Small Cell Safety**

Hyperlinked version available via email: [Patricia999burke@gmail.com](mailto:Patricia999burke@gmail.com)

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Dear Officials,

I am a resident of Millis living near the Medfield line, and I have been in touch with the Select Board of Millis with concern about the adverse health impacts of radio frequency exposures, including proximal infrastructure, which affect me personally.

Because I live on the border of two communities, I am in the footprint of infrastructure for both, as are many residents. For example, Norfolk residents will be impacted by frequencies from proposed infrastructure to be approved by Millis, on the Millis-Norfolk line.

According to the on-line source [AntennaSearch](#), there are 5 towers and 75 antennas within a 3.0 mile radius of 8 Eden St, Millis, MA 02054, including one in Walpole.

This demonstrates that a resident in one town can be affected by decisions in multiple jurisdictions, without advocacy and representation.

#### **Adverse Health Effect: Disturbed Sleep and Microwave Hearing**

My most pressing health complaint is disturbed sleep, caused in part by microwave hearing, described by James Lin in 2007 (Hearing of microwave pulses by humans and animals: effects, mechanism, and thresholds) and recognized by the U.S. military and the work of [Allan Frey](#) in the 1960's.

*"The hearing of microwave pulses is a unique exception to the airborne or bone-conducted sound energy normally encountered in human auditory perception. The hearing apparatus commonly responds to airborne or bone-conducted acoustic or sound pressure waves in the audible frequency range. But the hearing of microwave pulses involves electromagnetic waves whose frequency ranges from hundreds of MHz to tens of GHz. Since electromagnetic waves (e.g., light) are seen but not heard, the report of auditory perception of microwave pulses was at once astonishing and intriguing. Moreover, it stood in sharp contrast to the responses associated with continuous-wave microwave radiation. Experimental and theoretical studies have shown that the microwave auditory phenomenon does not arise from an interaction of microwave pulses directly with the auditory nerves or neurons along the auditory neurophysiological pathways of the central nervous system. Instead, the microwave pulse, upon absorption by soft tissues in the head, launches a thermoelastic wave of acoustic pressure that travels by bone conduction to the inner ear. There, it activates the cochlear receptors via the same process involved for normal hearing. Aside from tissue heating, microwave auditory effect is the most widely accepted biological effect of microwave radiation with a known mechanism of interaction: the thermoelastic theory. The*

*phenomenon, mechanism, power requirement, pressure amplitude, and auditory thresholds of microwave hearing are discussed in this paper. A specific emphasis is placed on human exposures to wireless communication fields and magnetic resonance imaging (MRI) coils." - Source*

There is no aspect of wellness and human health that is not adversely impacted by sleep deprivation, which is prohibited by international anti-torture agreements. (For example, drowsy driving has been compared to drunk driving, although the effects differ.)

### **Exposures and Effects**

In my experience, the frequency blanketing my home is not constant. It is either increasing in intensity at times, or turned off and on at various times of the day and night.

I am grateful for the fact that there are times when the noise is not as invasive and assaultive as others. But I am routinely suddenly awoken at night by an inescapable high pitched sound, with my heart racing, dehydrated, and induced by the frequencies. I usually cannot fall back to sleep for hours.

The feeling of being overcharged and exhausted, with one foot on the brake and one on the gas, has become a constant struggle. The effects of poor sleep endure through-out the day, and the invasive sound also prevents napping. For example, I went to bed before 8 pm last night, having barely slept the night before, and was awoken at 10:15 pm, at nearly 2 am, and at about 7:15 am as best as I can remember.

It should be a very simple task to determine how sleep interruption corresponds with RF transmissions. It is scientifically possible to monitor sleep quality. If there were appropriate systems in place to easily also measure radio frequency exposures, a correspondence could be ruled in or out that matches peak exposures. But we do not have adequate disclosure or monitoring of RF. If I were to ask each of the towns which source is responsible for the marked increase in radio frequencies that occurred at 1:00 am on a specific date, I do not believe that the towns would be able to make a determination, nor even conduct or consult a real time measurement.

It is possible that ~~there are~~ multiple beams from multiple sources including weather radar are interacting, but there is no available data for the juxtaposed, chronic and cumulative exposure levels, and no adequate research, as noted by the National Academies in 2008. The Academies identified numerous health and safety concerns regarding radio frequency exposures, including effects~~in~~ on infants and children, and the impact of proximal infrastructure. <https://nap.nationalacademies.org/catalog/12036/identification-of-research-needs-relating-to-potential-biological-or-adverse-health-effects-of-wireless-communication-devices>

We are repeating the same cognitive error that created tremendous damage from inadequately regulated chemical applications.

Because the public and their health care providers are not informed about exposures; because the frequencies are invisible; and because only a small percentage of health care providers are trained to recognize the adverse health effects of radio frequency exposures, (<https://emfconference2021.com/> available until June 2023), effects can be misdiagnosed and/or attributed to stress and other conditions, without considering RF.

A related concerning variable is that if the car radio is tuned to 1030 am WBZ, at various times of the day the grid wiring itself is either pulsing, or creates steady interference as you drive down Rt. 109 between the two towns of Millis and Medfield. This change is recent. This could indicate damage to a neutral somewhere along the line, but because the dynamics change throughout the day, the cause is most likely varying airborne RF/EMF exposures. The interference indicates that the grid is either being used to transmit data, or acting as an unintentional antenna. The issue used to be pronounced in the center of Medfield at the railroad crossing, but did not extend along Rt. 109. Now, there is more static and interference involving an increased geographic area, including the property border to our residence back yard. Research has indicated that pulsed frequencies may be more bioactive.

When the electric grid is energized, as described by Dr. Sam Milham in his testimony regarding smart meters in AZ, the frequencies radiate off of the household wiring and extend into the home.

I am concerned about lack of access to safe, appropriate housing, both short term and long term, for myself and others experiencing adverse effects.

Note that in 2019, the City of Boston already expressed concern about the FCC not addressing ADA disability concerns. “Boston believes that the concerns of the public are real and that the Commission has done a disservice to itself, local government, consumers, and even the wireless industry in failing to understand and respond to the broadly shared mistrust of the safety of RF emissions.” “The City, and many of its constituents, do not believe the cursory way in which the Commission simply reaffirmed its decades old standards in 2019 was based on a robust review of the record and an updating of the science. And until the Commission appreciates the educational component of its role as the nation’s RF monitor, local governments, like Boston, will continue to be stuck in the middle as residents oppose wireless deployments for fear of the emissions, while the FCC and Congress have preempted local government review of RF standards.” <https://ehtrust.org/submissions-to-fcc-on-human-exposure-to-5g-higher-frequencies-docket-19-226/>

**I am writing to the two towns for four reasons:**

**1. Formal Health Complaint**

I want to make certain that the local health authorities in both towns are aware of the fact that I am registering a health complaint.

The town of Pittsfield MA has been embroiled in a lengthy process with Verizon about a tower that was installed in a residential area that caused harm to 17 people.

The local board of health has advocated for the residents, as was reported by Propublica in their article, “How the FCC Shields Cellphone Companies From Safety Concerns”, by Peter Elkind Nov. 10, 2022. “The wireless industry is rolling out thousands of new transmitters amid a growing body of research that calls cellphone safety into question. Federal regulators say there’s nothing to worry about — even as they rely on standards established in 1996.”

I want to make certain that I have done everything possible to prevent "Late Lessons from Early Warnings" and to give local authorities every opportunity to pursue pro-active, appropriate, and ethical actions based on a functional feedback loop between informed decision-makers and the public.

## **2. RF Exposures Are Increasing**

5G telecommunications requires more antennas closer to residences, and many utility meters in Eversource and National Grid territory are reaching the end of their replacement cycle in Massachusetts. Ubiquitous environmental exposures will continue to increase unless communities address the regulatory gap regarding RF and health.

I believe that increases in RF exposures have already been introduced without the knowledge and consent of the community, including via the grid.

Communities can act to insure that investments in unsafe infrastructure do not proceed unchallenged, and that the industries are pressured to offer safer alternatives, which they can do.

## **3. Immediately Addressing Zoning Regulations Including Possible Setbacks from Residences?**

Many communities are updating their zoning regulations to reflect the risks imposed by small cells and 5G. Examples include adding setbacks, recertification and bond requirements, and *independent* engineering tests. I am aware of a number of towns in Massachusetts that are working with residents to address zoning vulnerabilities.

Hilltown Health is collaborating with town officials in Western Massachusetts to update their by-laws to maintain homerule regarding 5G small cells being rolled out in cities around the U.S.

The town of Shelburne, MA updated their telecom by-laws on May 1st, 2018 and then again in June, 2021 so that citizens have something to stand on for applications to install a 5G "small cell" network.

*"(II.) Modify the existing sections as follows: 16.3.10. All new CRS facilities shall be at least a distance of 1500 feet from any residential structure.*

*16.3.11. All new CRS Facilities shall be at least a distance of 3000 feet from the property line of any school" -*  
Source

In other towns, homeowners are being caught off guard, for example in Canton MA where a tower is proposed 400 Ft. from a home.

Americans for Responsible Technologies has done a great deal of work on this and offers sample ordinances.  
<https://www.americansforresponsibletech.org/tool-kit>

If town officials have the authority to address zoning requirements without a public vote, there is significant support and guidance available to address the gap created by the federal government's grave dereliction of duty.

If these issues need to be brought before voters, recommendations from town officials will carry more weight and be supported by more resources than a citizen initiative on zoning. I do not believe that it serves the public interest to leave the burden to small groups of citizens alone.

The state of New Hampshire conducted a bipartisan examination of the 5G/RF issue. Their final commission report, included a total of 15 recommendations including setbacks.

- A resolution to US Congress to require the FCC to commission an independent health study and review of safety limits.
- Engage agencies with ecological knowledge to develop RF-radiation safety limits that will protect the trees, plants, birds, insects, and pollinators.
- Under the National Environmental Policy Act, FCC should do an environmental impact statement as to the effect on New Hampshire and the country as a whole from 5G and the expansion of RF wireless technologies.
- New measurement protocols needed to evaluate high data rate, signal characteristics associated with biological effects and summative effects of multiple radiation sources.
- New Hampshire schools and libraries should replace Wi-Fi with hardwired connections.
- Require setbacks for new wireless antennas from residences, businesses, and schools.
- Cell phones and wireless devices should be equipped with updated software that stop cell phones from radiating when positioned against the body.
- Support statewide deployment of fiber optic cable connectivity with wired connections inside homes.
- Establish RF-radiation free zones in commercial and public buildings
- New Hampshire health agencies to educate the public on minimizing RF exposure with public service announcements on radio, television, print. "Warnings concerning the newborn and young as well as pregnant women"
- State should measure RFR post maps for the public.
- Require 5G structures to be labeled for RFR at eye level and readable from nine feet away.
- RFR signal strength measurements for cell sites should be done by independent contractors.
- NH professional licensure to offer education so home inspectors can include RF intensity measurements.
- Warning signs to be posted in commercial and public buildings.

There are many resources available indicating the scope of the problem, and some strategies to address it.

Pro-Industry experts promoting outdate FCC guidelines should not be employed for these efforts, as was recently the case in Lenox.

#### **4. Formally Addressing the FCC RF/EMF/5G Regulatory Gap**

In 2021, a Federal Court ordered the FCC to explain why it ignored scientific evidence showing harm from wireless radiation.

The United States Court of Appeals for the District of Columbia Circuit ruled in the historic case EHT et al. v. the FCC that the 2019 decision by the Federal Communications Commission (FCC) to retain its 1996 safety limits for human exposure to wireless radiation was "arbitrary and capricious."

The court found the FCC ignored numerous organizations, scientists and medical doctors who called on them to update limits and the court found the FCC failed to address these issues: **impacts of long term wireless exposure, impacts to children, testimony of people injured by wireless radiation, and impacts to wildlife and the environment.**

<https://ehtrust.org/in-historic-decision-federal-court-finds-fcc-failed-to-explain-why-it-ignored-scientific-evidence-showing-harm-from-wireless-radiation/>

The FCC has failed to respond to the court order.

In April of 2022, the Governor of Wyoming sent a letter of concern to the FCC regarding the lack of response to the court ruling.

<https://ehtrust.org/letter-to-the-honorable-jessica-rosenworcel-chairwoman-federal-communications-commission-from-wyoming-governor-mark-gordon-children-and-fcc-wireless-radiation-safety-limits/>

The City of Pittsfield MA has recently sent letters of concern to various state and federal authorities regarding the lack of appropriate regulation of the wireless industry. (attached)

### **Opportunities for Massachusetts**

Although I am not a legal expert, I believe that town officials could take action to also send letters of concern, as the Governor of Wyoming has done. Expert organizations including the Environmental Health Trust can assist.

Alternatively, a warrant item could be introduced by town officials for the town meeting.

We are very fortunate that MA4Safetechnology, based in Ashland MA, serves as a resource for the Commonwealth and can offer a wealth of information, guidance and resource for those who are ready, willing, and able to take action on this issue.

This is not a question of whether or not an individual likes their cell phone or fitness tracker; it is about protecting all residents, as well and the environment, and being connected but protected. I believe that neighboring Metrowest towns could work together to insure that they have taken appropriate action.

My compromised health prevents me from attending numerous meetings piecemeal fashion. I hope that you will take the time to consider the opportunity before you, as well as the available resources, to respond to the inadequate regulation of the wireless industry, and the regulatory gap that has failed to protect human health and the environment.

Thank you for your kind attention. Please do not hesitate to contact me if I can be of assistance, and if you offer any suggestions and support for next steps that can be pursued by the town and its residents to address wireless risks and harm. I can email a hyperlinked version, if desired.

Patricia Burke 8 Eden Street, Millis MA 02054 [Patricia999burke@gmail.com](mailto:Patricia999burke@gmail.com)

508-794-3022 (landline only no texts)

I apologize the links in the Pittsfield document are not visible via print. I can forward them via email.

**CITY OF PITTSFIELD**

CITY CLERK, 70 ALLEN STREET, PITTSFIELD, MA 01201 - TEL. (413) 499-9361 ~ FAX (413) 499-9463

December 2, 2022

Ms. Tricia Farley-Bouvier, State Representative and  
Mr. Paul Mark, State Representative  
Commonwealth of Massachusetts  
State House  
Boston, MA 02133

Dear Representative Farley-Bouvier and Representative Mark:

At its November 29<sup>th</sup> 2022 meeting, the Pittsfield City Council voted to notify you of concerns about the potential health effects of cell tower radiation and request that you seek the establishment of a Joint Committee to study the issue in the upcoming session and make recommendations for state actions to be taken.

Thank you for your assistance in this matter.

Sincerely,

Peter M. Marchetti  
City Council President

cc: City Council and Clerk Benjamin

**CITY OF PITTSFIELD**

PITTSFIELD CITY COUNCIL, 70 ALLEN STREET, PITTSFIELD, MA 01201 - TEL. (413) 499-9361

December 2, 2022

Linda Tyer, President of the MMA Mayor's Association  
Lisa Blackmer, President of the MMA Councilors Association  
Massachusetts Municipal Association

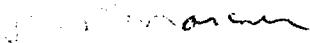
Dear President Tyer, President Blackmer and MMA:

At its November 29<sup>th</sup>, 2022, meeting, the Pittsfield City Council voted to seek assistance and action concerning solutions and legislation for municipalities in dealing with concerns about the potential health effects of cell tower radiation to include but not be limited to:

- a. A resolution in support of the City's position;
- b. Communicating your support to the FCC;
- c. Communicating their support to the Federal Delegation;
- d. Communicating their support to the National League of cities, FCC

Thank you for your assistance in this matter.

Sincerely,

  
Peter M. Marchetti  
City Council President

cc: City Council  
Clerk Benjamin

## **CITY OF PITTSFIELD**

PITTSFIELD CITY COUNCIL, 70 ALLEN STREET, PITTSFIELD, MA 01201 - TEL. (413) 499-9361

Congressman Richard Neal  
300 State Street, Suite 200  
Springfield, MA 01105

**RE: Requesting update of the FCC's rules and regulations for radiofrequency emissions– specifically the impact to children and their environment**

Dear Congressman Neal,

We are writing to request on behalf of the City of Pittsfield and other constituents regarding that your Commission act regarding the mandate in the \_\_\_\_\_ by the U.S. Court of Appeals for the District of Columbia Circuit in Environmental Health Trust et al. v. the FCC on August 13, 2021.

We, like municipal leaders nationwide, are faced with questions regarding cell tower health effects and we have no report or federal safety evaluation to provide in response to their questions. Our Board of Health has received testimony from constituents about how cell towers radio frequency radiation emissions have impacted their health and also received testimony and documentation from non-residents on the issue of concern.

When public health agencies are approached for help they point to the FCC regulations. Yet the Commission's human exposure limits for radiofrequency have not been updated since 1996 and it is unclear what health agency is researching cell tower radiation health and safety issues or monitoring the ambient exposures and providing oversight regarding wireless company infrastructure.

It is critical that there be up to date examination of its wireless radiofrequency radiation regulations. The FCC Docket 13-84 ("Reassessment of FCC Radiofrequency Exposure Limits and Policies") should be refreshed to ensure all the latest science is included.

A 2020 \_\_\_\_\_ noted that federal agencies have only reviewed a subset of the relevant research.<sup>1</sup> In addition to cancer, numerous studies link exposure to effects such as impacts to memory, brain development, reproduction, headaches, sleep and other neurological effects and these issues need to be thoroughly evaluated.

We believe the FCC must ensure relevant U.S. health and environmental agencies have properly systematically reviewed the science that relates to their respective expertise, perform hazard/risk analysis, and offer science-based policy recommendations to ensure the public and

<sup>1</sup>US Government Accountability Office, 5G Wireless: Capabilities and Challenges for an Evolving Network. U.S. GAO. (November 24, 2020)

our children's future is protected. Relevant agencies include the Environmental Protection Agency, the U.S. National Toxicology Program, National Institute for Occupational Safety and Health, the National Academy of Sciences, and various institutes at the National Institute of Health, including the National Institutes of Environmental Health Science and Child Health and Human Development. Federal developed health based safety limits should be developed to ensure the public is protected.

The current expansion of wireless technologies -- which is now forecast to include nearly a million cell towers, including many lining the streets of residential neighborhoods-- underlines the urgency of the FCC's soliciting the thorough review by U.S. expert agencies.

We urge you to:

- Respond to the Court mandate by refreshing the FCC record by reopening Docket 13-84 in order to update the evidence since December 2019.
- Request that U.S. health and environmental agencies systematically review the science relevant to their expertise, perform hazard/risk analysis, and submit science-based recommendations on the adequacy of FCC's RFR exposure limits to protect humans, wildlife, and the natural environment.
- Request that the EPA assess hazard, risk and the adequacy of the FCC's exposure limits by using methods of environmental toxicology in reviewing long-term chronic exposure levels to humans, wildlife, and the environment.
- Request that regulatory safeguards and oversight mechanisms are added including environmental monitoring of RF levels in communities, surveillance for health effects and research characterizing daily exposures from numerous wireless networks in home, work and recreation areas.

We thank you for your attention and response to this critical request.

Sincerely,

Péter M. Marchetti  
City Council President

Cc: City Council  
Clerk Benjamin

## CITY OF PITTSFIELD

PITTSFIELD CITY COUNCIL, 70 ALLEN STREET, PITTSFIELD, MA 01201 - TEL. (413) 499-9361

Senator Edward Markey  
975 JFK Federal Building  
15 New Sudbury Street  
Boston, MA 02203

**RE: Requesting update of the FCC's rules and regulations for radiofrequency emissions– specifically the impact to children and their environment**

Dear Senator Markey,

We are writing to request on behalf of the City of Pittsfield and other constituents regarding that your Commission act regarding the mandate in the \_\_\_\_\_ by the U.S. Court of Appeals for the District of Columbia Circuit in Environmental Health Trust et al. v. the FCC on August 13, 2021.

We, like municipal leaders nationwide, are faced with questions regarding cell tower health effects and we have no report or federal safety evaluation to provide in response to their questions. Our Board of Health has received testimony from constituents about how cell towers radio frequency radiation emissions have impacted their health and also received testimony and documentation from non-residents on the issue of concern.

When public health agencies are approached for help they point to the FCC regulations. Yet the Commission's human exposure limits for radiofrequency have not been updated since 1996 and it is unclear what health agency is researching cell tower radiation health and safety issues or monitoring the ambient exposures and providing oversight regarding wireless company infrastructure.

It is critical that there be up to date examination of its wireless radiofrequency radiation regulations. The FCC Docket 13-84 ("Reassessment of FCC Radiofrequency Exposure Limits and Policies") should be refreshed to ensure all the latest science is included.

A 2020 \_\_\_\_\_ noted that federal agencies have only reviewed a subset of the relevant research.<sup>1</sup> In addition to cancer, numerous studies link exposure to effects such as impacts to memory, brain development, reproduction, headaches, sleep and other neurological effects and these issues need to be thoroughly evaluated.

We believe the FCC must ensure relevant U.S. health and environmental agencies have properly systematically reviewed the science that relates to their respective expertise, perform

<sup>1</sup>US Government Accountability Office, 5G Wireless: Capabilities and Challenges for an Evolving Network. U.S. GAO. (November 24, 2020)

hazard/risk analysis, and offer science-based policy recommendations to ensure the public and our children's future is protected. Relevant agencies include the Environmental Protection Agency, the U.S. National Toxicology Program, National Institute for Occupational Safety and Health, the National Academy of Sciences, and various institutes at the National Institute of Health, including the National Institutes of Environmental Health Science and Child Health and Human Development. Federal developed health based safety limits should be developed to ensure the public is protected.

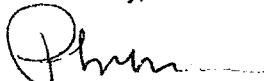
The current expansion of wireless technologies -- which is now forecast to include nearly a million cell towers, including many lining the streets of residential neighborhoods-- underlines the urgency of the FCC's soliciting the thorough review by U.S. expert agencies.

We urge you to:

- Respond to the Court mandate by refreshing the FCC record by reopening Docket 13-84 in order to update the evidence since December 2019.
- Request that U.S. health and environmental agencies systematically review the science relevant to their expertise, perform hazard/risk analysis, and submit science-based recommendations on the adequacy of FCC's RFR exposure limits to protect humans, wildlife, and the natural environment.
- Request that the EPA assess hazard, risk and the adequacy of the FCC's exposure limits by using methods of environmental toxicology in reviewing long-term chronic exposure levels to humans, wildlife, and the environment.
- Request that regulatory safeguards and oversight mechanisms are added including environmental monitoring of RF levels in communities, surveillance for health effects and research characterizing daily exposures from numerous wireless networks in home, work and recreation areas.

We thank you for your attention and response to this critical request.

Sincerely,



Peter M. Marchetti  
City Council President

Cc: City Council  
Clerk Benjamin

## **CITY OF PITTSFIELD**

PITTSFIELD CITY COUNCIL, 70 ALLEN STREET, PITTSFIELD, MA 01201 - TEL. (413) 499-9361

Senator Elizabeth Warren  
2400 JFK Federal Building  
15 New Sudbury Street  
Boston, MA 02203

**RE: Requesting update of the FCC's rules and regulations for radiofrequency emissions— specifically the impact to children and their environment**

Dear Senator Warren,

We are writing to request on behalf of the City of Pittsfield and other constituents regarding that your Commission act regarding the mandate in the [redacted] by the U.S. Court of Appeals for the District of Columbia Circuit in Environmental Health Trust et al. v. the FCC on August 13, 2021.

We, like municipal leaders nationwide, are faced with questions regarding cell tower health effects and we have no report or federal safety evaluation to provide in response to their questions. Our Board of Health has received testimony from constituents about how cell towers radio frequency radiation emissions have impacted their health and also received testimony and documentation from non-residents on the issue of concern.

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Sincerely,



Peter M. Marchetti  
City Council President

Cc: City Council  
Clerk Benjamin



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