



Board of Selectmen  
Meeting Packet  
March 21, 2023





# How Can Medfield Build Climate Resilience?

March 21, 2023

Medfield Select Board

Presented by:

**Kerry Snyder**, Watershed Resilience Planner, NepRWA  
**Robert Kearns**, Climate Resilience Specialist, CRWA  
**Zeus Smith**, Policy Advocate, CRWA

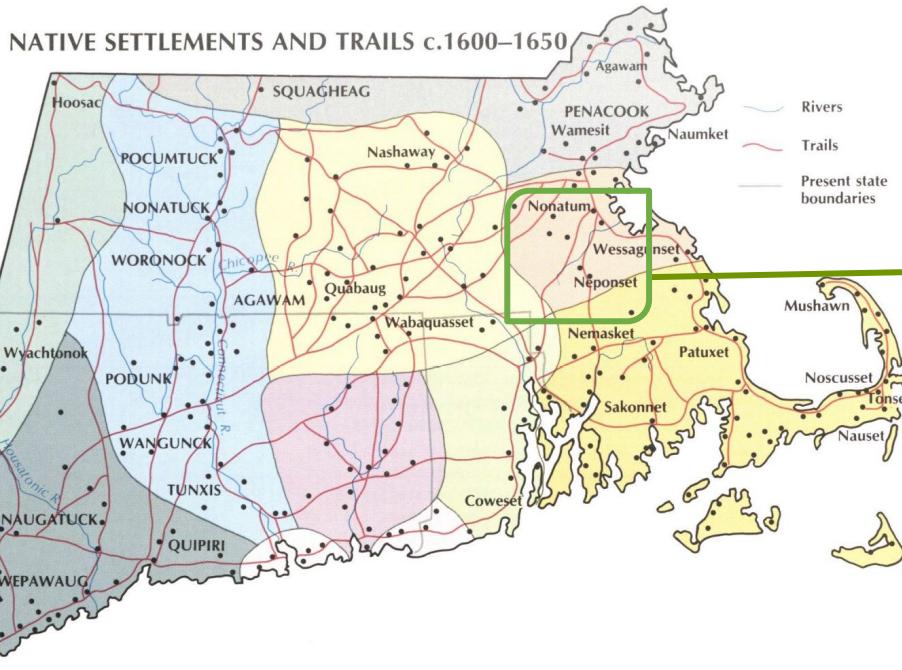


# Agenda

- Introduction
- Background on Climate Change in Medfield
- Actions Medfield is taking
- Next steps/recommendations



# Land Acknowledgement



The Charles River and Neponset River Watersheds resides on occupied territory of the **Massachusett, Nipmuck and Wampanoag** tribes.

# Introductions



***Robert Kearns, Climate Resilience Specialist***  
Charles River Watershed Association



***Kerry Snyder, Advocacy Director***  
Neponset River Watershed Association



***Zeus Smith, Policy Advocate***  
Charles River Watershed Association

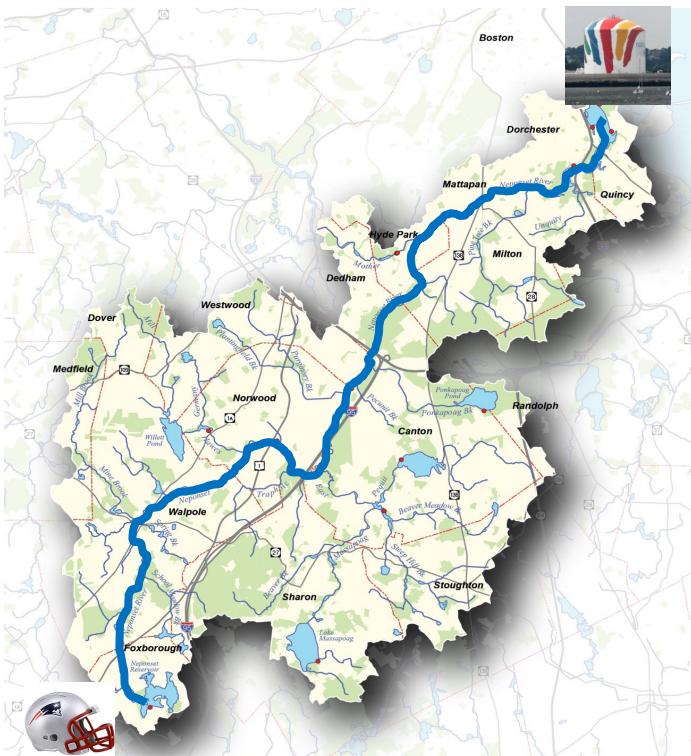
**CRWA's mission is to protect, restore, and enhance the Charles River and its watershed through science, advocacy, and law.**

- Founded in 1965 by concerned citizens
- One of the oldest watershed associations in the country
- Work with EPA, state agencies, and 35 watershed municipalities
- Interdisciplinary staff
- Program Areas:
  - Climate Resilience
  - Education and Outreach
  - River Restoration
  - River Science
  - Stormwater Solutions



## NepRWA is dedicated to cleaning up and protecting the Neponset River, its tributaries and surrounding watershed lands.

- Member-supported conservation organization since 1967
- Diverse staff works with 14 municipalities, state agencies and U.S. EPA
- Programs include:
  - Advocacy
  - Water Quality monitoring
  - Habitat Restoration
  - Public Education and Outreach



# The Charles and The Neponset



# neponset river WATERSHED ASSOCIATION



# Extreme Storms & Floods



**'Holy flash flooding': Massachusetts residents share photos of golfball-sized hail, lightning strikes and street flooding from Sunday night storm**

Updated: Jun. 29, 2020, 11:02 a.m. | Published: Jun. 29, 2020, 11:02 a.m.



Norwood and many other Eastern Massachusetts communities saw the brunt of severe storms that swept through the state Sunday. Here, a car is pictured submerged under water. (Courtesy Norwood Police Chief Bill Brooks)



**WICKEDLOCAL.com**  
**Storm floods streets, basements in Medfield, Monday bus routes OK**

**Staff Writer** Wicked Local

Published 12:01 a.m. ET March 15, 2010 | Updated 3:16 p.m. ET March 15, 2010

News

**'We don't have enough trucks'; snow plow driver shortage may cause issues ahead of snowstorm**

Updated: Jan. 27, 2022, 11:38 a.m. | Published: Jan. 27, 2022, 11:37 a.m.



# Droughts & Heat Waves



NEWS WEATHER

## Massachusetts heat advisory: Heat wave to become official Monday as temps near 100

Three straight days of 90-plus degrees

DROUGHT

## 'Never Seen Anything Like This': Drought Dries Up Areas of Charles River

In Millennium Park in Boston's West Roxbury neighborhood, the water level of the Charles River has dropped about six feet, revealing many spots that are normally underwater

By Bianca Beltrán • Published August 2, 2022 • Updated on August 3, 2022 at 8:44 am



Severe drought conditions in much of Massachusetts are making an impact.

 Boston 25 News

## Mayor Wu extends heat emergency in Boston as sizzling summer scorcher continues

BOSTON — Mayor Michelle Wu on Monday extended the heat emergency in ... that are in the forecast to start the work week, according to Wu.

4 hours ago



## 'We dread summers': dangerous 'fire weather' days are on the rise in northern California

 By John Upton  
Follow @johnupton 16.8K followers



Published: November 9th, 2021

By John Upton, Climate Central and Maanvi Singh, The Guardian



### Trending Stories



**NEW HAMPSHIRE**  
Northfield, NH穆尔  
We Know About the  
Investigation



**MBTA**  
Man Wearing Only  
Underwear in MBTA  
Causes Commotion



**FIRST ALERT**  
FIRST ALERT: Thousand  
Islands Without Power in  
Following Severe Storm



**BROOKLINE**  
Brookline Police Commis  
sioner on Leave Pending  
Investigation



**NBC10 BOSTON INVESTIGATION**  
Crash Questions: What  
Happened to Police Officer's  
SUV



CONCERN ABOUT "HEAT ISLANDS"  
IN URBAN COMMUNITIES

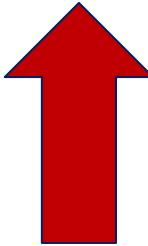
STORMTEAM 5

 5  
abc  
WCGB

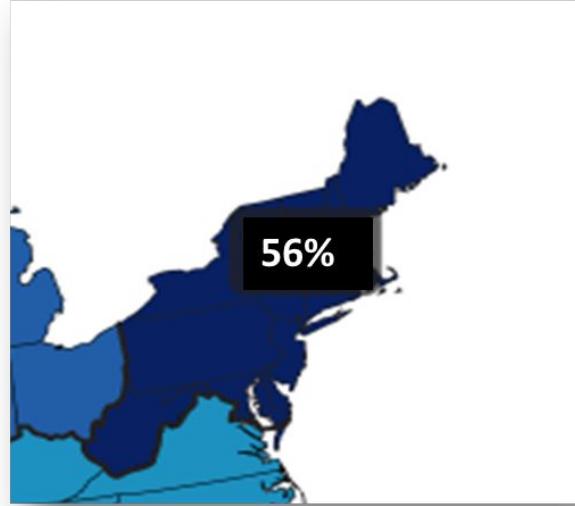
# Climate Change

**Climate Change** – the *long-term shift* in global or regional climate patterns. Often climate change refers specifically to the *rise in global temperatures* from the mid-20th century to present.

## Expected threats from climate change



- Total extreme precipitation events
- Recurrent flooding/flash floods
- Heat related deaths/injuries
- Drought

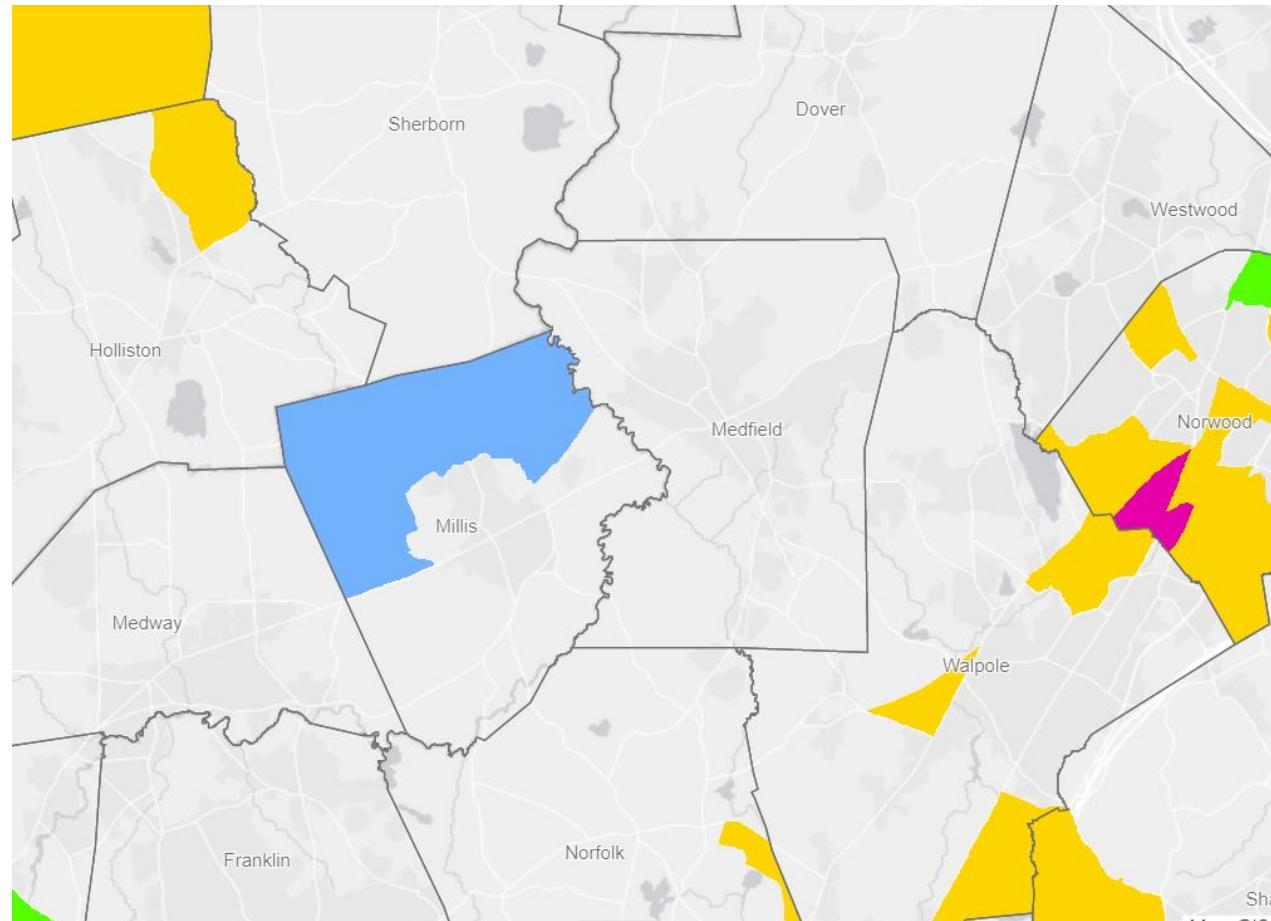


**For the Northeast United States: 56% increase in the amount of rain that falls in the top 1% events from 1958 – 2016.**

Source: US National Climate Assessment 2018

Climate Change increases risks to water quality and human health

# Environmental Justice (EJ)



- Senior Citizens, Low income individuals, people susceptible to extreme heat and new residents as vulnerable.
- Spanish, Portuguese and Arabic language speakers

## Layers



### MA 2020 Environmental Justice Blockgroups

Minority: the block group minority population is  $\geq 40\%$ , or the block group minority population is  $\geq 25\%$  and the median household income of the municipality the block group is in is  $< 150\%$  of the Massachusetts median household income

Income: at least  $25\%$  of households have a median household income  $65\%$  or less than the state median household income

Language isolation:  $25\%$  or more of households do not include anyone older than 14 who speaks English very well

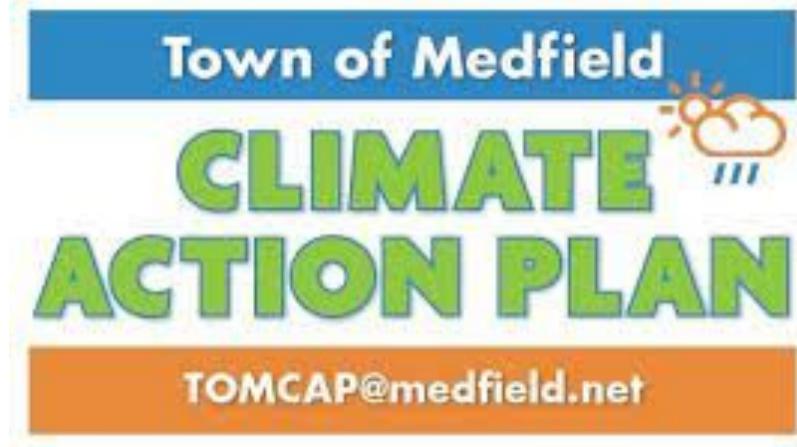
Minority and income

Minority and English isolation

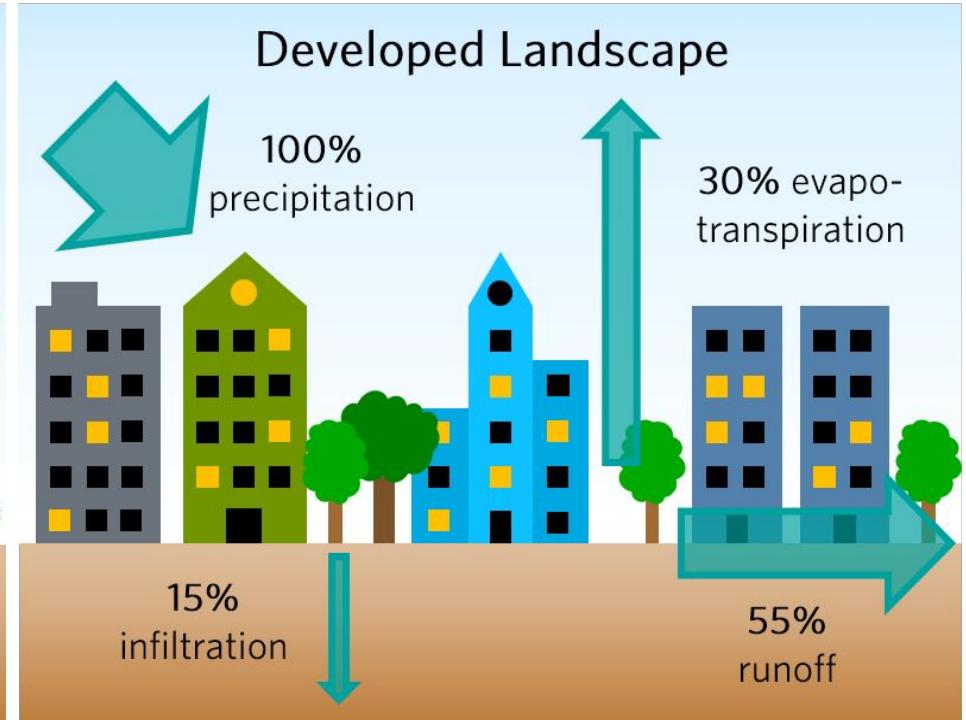
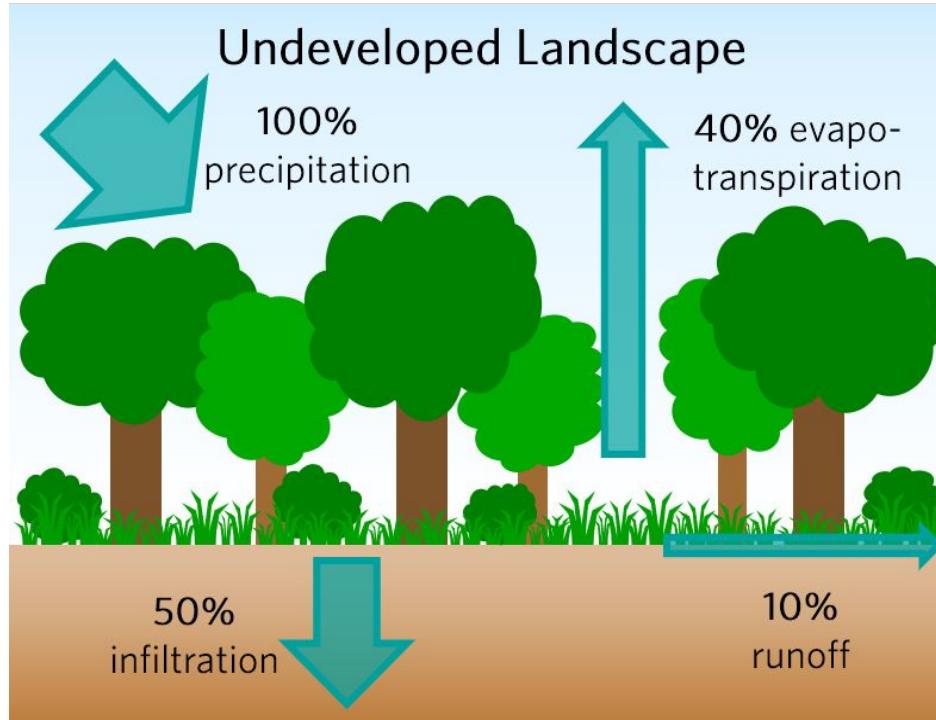
Income and English isolation

Minority, income and English isolation

# Medfield is making moves!



# Watershed Landscapes



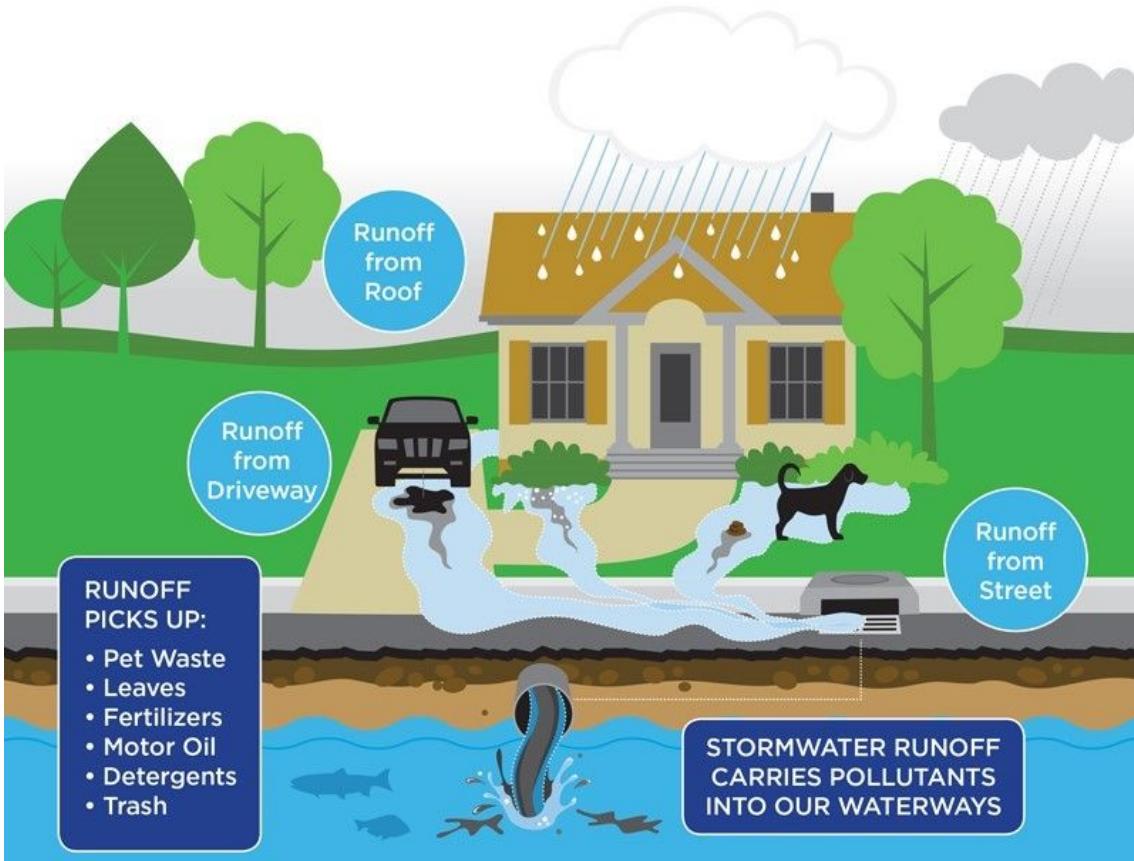
**Development** alters the water cycle, leading to increased runoff and pollution of our local water bodies & flooding!

**Redevelopment** is an opportunity to build climate resilience

# Threats to Rivers

## Stormwater Runoff

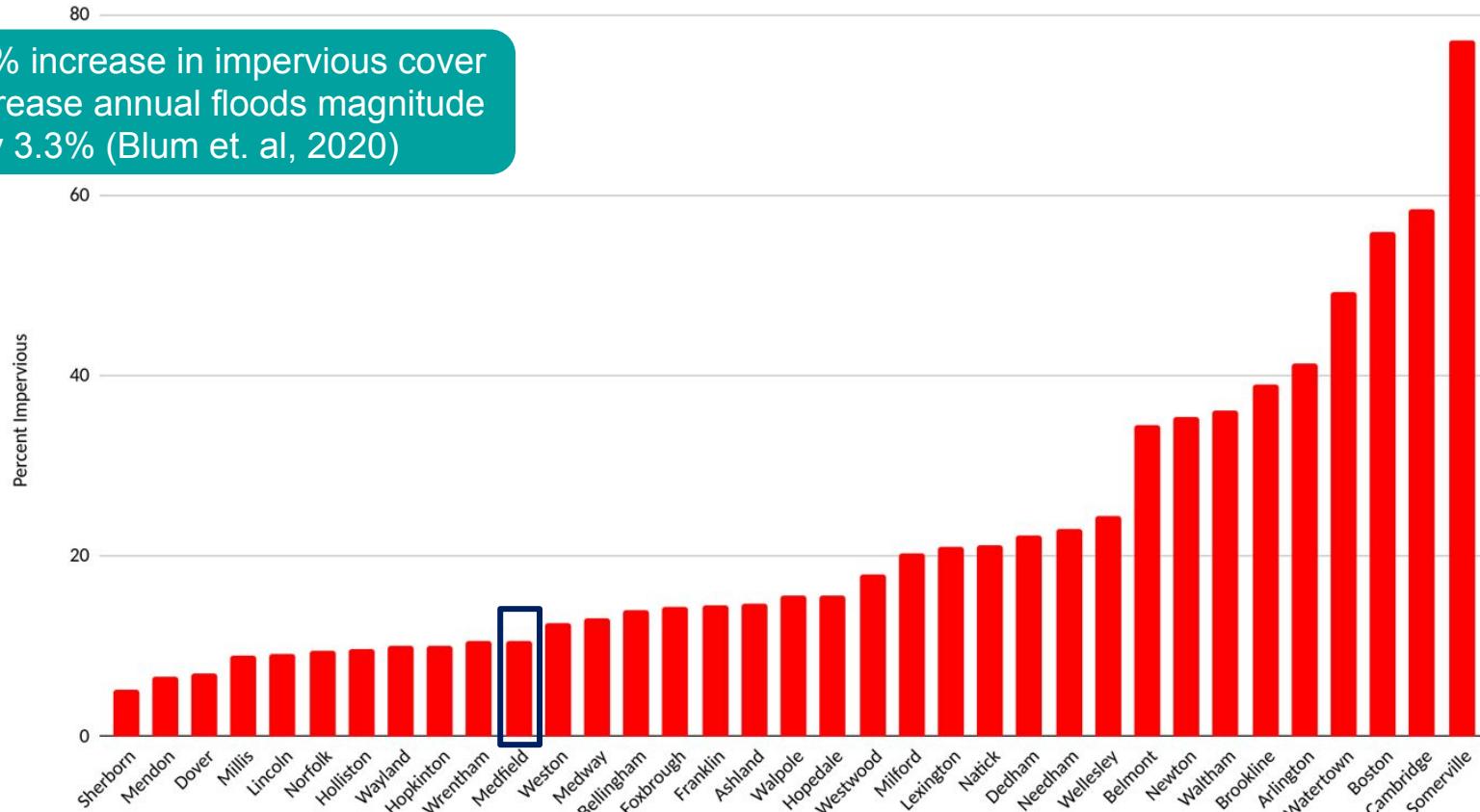
- Picks up pollutants from hard surfaces
- Stormwater carries pollution into rivers



# Impervious Surface in Medfield

Impervious Acres Percentage by Town

Fact: 1% increase in impervious cover  
can increase annual floods magnitude  
by 3.3% (Blum et. al, 2020)



# *Recommendations for Medfield*

- 1. Work with regional partners*
- 2. Work to adopt a stormwater utility*
- 3. Update land use and other regulations to increase climate resilience*
- 4. Work to adopt CPA*
- 5. Adopt a robust tree bylaw*

# Regional Partners



## Charles River Climate Compact

- Founded August 2019
- Bring together Charles River watershed communities to work on climate adaptation by sharing information and experiences and taking a watershed/regional view of adaptation strategies. (Flood Model)

## Neponset Climate Adaptation Collaborative

- Currently in development through FY23 Dedham MVP Action Grant
- Bringing together Neponset River watershed communities to develop flood model, and prioritize and identify regional climate adaptation strategies.



## MS4 Permit

- New draft coming in 2023
- Likely with more requirements

## Climate change increasing frequency of flooding

- Even highly maintained stormwater management systems can become overwhelmed

**Invisible water utility**—we pay for drinking water and sewer, ***but not critical stormwater services.***



# Land Use: Green Infrastructure



## Bring nature back to built environment



# Community Preservation Act



## Adopt dedicated funding to improve resilience

- Funding mechanism with dedicated revenue for preserving open space, creating or improving outdoor recreation, creating or supporting affordable housing, and historic preservation.
  - No more than 3% property tax surcharge with a state match of roughly 35%
  - 33 out of 42 municipalities in the Charles & Neponset
    - 79% of Charles & Neponset
  - 194 communities Statewide
- 2024 Presidential Election
  - 80% success rate
  - Spring 2024 Town Meeting



# Questions?

**Kerry Snyder**

[snyder@neponset.org](mailto:snyder@neponset.org)

<https://www.neponset.org/>

**Robert Kearns**

[rkearns@crwa.org](mailto:rkearns@crwa.org)

**Zeus Smith**

[zsmith@crwa.org](mailto:zsmith@crwa.org)

<https://www.crwa.org/>

**Thank you!**





**MEDFIELD HISTORY WEEKEND 2023 – April 28-30**  
**Board of Selectmen Update & Request for Approval(s), March 21, 2023**

**Request:** Seeking additional approvals/permits, as needed, including for “Participating Site” lawn signs at Library, DDH, Grist Mill and MSH.

### **OVERVIEW**

Along with our Town Historian, these are the various partners/collaborators/support entities (businesses to come) involved in a full weekend of events designed to raise community awareness of town history and historical assets:

<i>Council on Aging</i>	<i>Medfield Insider</i>
<i>Dwight-Derby House</i>	<i>Medfield Public Library</i>
<i>Hannah Adams Woman's Club</i>	<i>Medfield State Hospital Building &amp; Grounds</i>
<i>Kingsbury Grist Mill</i>	<i>Medfield TV</i>
<i>Lowell Mason House</i>	<i>MEMO</i>
<i>Medfield Historical Society</i>	<i>Peak House Heritage Center</i>

### ***Updates on checklist items (mostly from previous BoS meeting)...***

#### **Public Safety**

- Various committee members have been in touch with the Police Chief, who had no major concerns about plans for walks and the trolley tours. She just asked that we keep her in the loop as plans progress. To make the Kingsbury Grist Mill a safer environment given its busy Rte. 27 location, we added the site to the ticketing system to control access (but it will be free).

#### **Trash/Recycling**

- With many activities taking place and spread out around town mostly on Saturday and Sunday, we don't anticipate major trash/recycling issues. However, we will be in contact with DPW as we get closer to verify what may be needed, plus general roles and responsibilities.

#### **Food/Public Facilities**

- Board of Health saw no problem with cake for public at Dwight-Derby House.
- Bellforge will have a portable toilet in place at MSH for use by walking tour attendees.

### ***Also Provided for Reference (separate files)...***

- COA flyer with full schedule of events (ticketing URL redacted until sales start March 28).
- Screenshots of ticketing pages.



# Medfield History Weekend 2023

Celebrate and Enjoy Medfield's Heritage

**FRIDAY, April 28** (look for more details soon!):

- Children's Scavenger Hunt at library (10 a.m. to 6 p.m.)

**SATURDAY, April 29** (10 a.m. to 4 p.m.) & **SUNDAY, April 30** (1 to 4 p.m.):

- Tours of **Dwight-Derby House, Peak House Heritage Center\*** and **Kingsbury Grist Mill\***
- **Medfield Historical Society** open house
- Children's Scavenger Hunt at library

**SATURDAY, April 29 only** - 9 a.m. to 4 p.m. (times vary):

- **Downtown Walking Tours** with **Richard DeSorgher\***
- Afternoon **gathering/book signing** with Richard at **Dwight-Derby House**
- Meetinghouse **Steeple/Town Clock Tours\***
- **Hannah Adams** display at library

**SUNDAY, April 30 only** - 11:30 a.m. to 5 p.m. (times vary):

- **Old Town Trolley Tours** with Medfield Historical Society narrators\*
- **Lowell Mason House** special welcome
- **Medfield State Hospital Walking Tour**

\* Tickets required; fees for **Downtown Walking** and **Trolley Tours**, and **Peak House** apply; other sites/activities free but reservations needed for **Steeple/Town Clock** and **Grist Mill**.

**Downtown Walking and Trolley Tour tickets** (\$5 pp special senior pricing) on sale at **The Center** as of **March 28**.

Tickets also at **(to come)**

More details to come at [medfieldhistoricalsociety.org](http://medfieldhistoricalsociety.org)



MEDFIELD INSIDER



Mass Cultural Council

MEDFIELD  
HISTORICAL SOCIETY

(Overall ticketing site for History Weekend)



## Medfield History Weekend 2023

Immerse yourself in Medfield history from **Friday, April 28 to Sunday, April 30** when various Medfield establishments and historic sites will be open to the public, and special activities will take place as part of **Medfield History Weekend 2023**.

Full details will soon be available on the [Medfield Historical Society website](#). Tickets for the fee-based **Downtown Walking Tours** and **Old Town Trolley Tours** are available for purchase [on this site](#). **FREE timed-tickets for the Town Clock/Steeple Tours and Grist Mill Tours** can also be [reserved here](#). Rain date for Downtown Walking Tour and Medfield State Hospital Tour is Saturday, **May 6**.

Highlights of the weekend include:

- The chance to visit the town's most historic sites, including **Dwight-Derby House, Kingsbury Grist Mill, Lowell Mason House, and Medfield Historical Society**. The **Peak House Heritage Center** will also be open but an advanced [ticket purchase is required on a separate site](#). An exhibit about **Hannah Adams** will also be displayed at Medfield Public Library. (*Days and times will vary; see [Medfieldhistoricalsociety.org](#) or [Historic Medfield Facebook page](#) for more information. Some details still to come.*)
- **Walking tours of Downtown Medfield** with Town Historian and author Richard DeSoraher (ticket purchase required and available on this site).
- An informal gathering and book signing with **Richard DeSorgher** at Dwight-Derby House after last walking tour (3 p.m., 4/29).
- **Town Clock/Steeple Tour** (free, but tickets required due to limited capacity; tickets available on this site).
- **Narrated Old Town Trolley Tours** with Medfield Historical Society members (tickets required and available on this site).
- **Walking tour of former Medfield State Hospital** (MSH) campus, which is on the National Register of Historic Places.
- **Children's Scavenger Hunt** at the library all weekend (more details to come).

Supporters include Medfield Historical Society, MEMO, Medfield TV and *Medfield Insider*.

This initiative is funded in part by a grant from the Medfield Cultural Council, a local agency supported by Mass Cultural Council, a state agency.

For more information, visit the Facebook Page.

Select Language ▾  
Powered by Google Translate

### Upcoming Events

#### Medfield History Weekend 2023-DOWNTOWN WALKING TOUR (rain date: May 6)

Meet at Dwight Derby House  
Massachusetts

Sat, Apr 29 2023,  
8:50AM – 10:30AM

[BOOK NOW](#)

12 tickets available

#### Medfield History Weekend 2023-KINGSBURY GRIST MILL

Kingsbury Grist Mill  
MA

Sat, Apr 29 2023, 10:00AM

[BOOK NOW](#)

20 tickets available

#### Medfield History Weekend 2023-DOWNTOWN WALKING TOUR (rain date: May 6)

Meet at Dwight Derby House  
Massachusetts

Sat, Apr 29 2023,  
10:20AM – 12:00PM

[BOOK NOW](#)

12 tickets available

#### Medfield History Weekend 2023-TOWN CLOCK & STEEPLE TOUR

Meetinghouse/First Parish Unitarian Universalist Church  
MA

Sat, Apr 29 2023, 10:20AM

[BOOK NOW](#)

8 tickets available

*Sample event-specific ticketing site:*

Medfield History Event Committee Events › Medfield History Weekend 2023-DOWNTOWN WALKING TOUR (rain date: May 6)

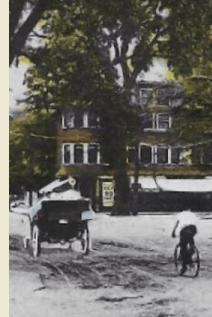
## Medfield History Weekend 2023-DOWNTOWN WALKING TOUR (rain date: May 6)

📍 Meet at Dwight Derby House, United States, 02052  
📅 Sat 29th April 2023

Town Historian and author Richard DeSorgher will take visitors on a narrated 90-minute walking tour of downtown Medfield to explain its history, point out notable sites, and show how the area has evolved over many decades. Following a total route of under one mile, the tour will begin at the Dwight Derby House, head south on North Street, down Main Street to South Street, west through the Center to Baxter Park, and then back to Dwight Derby House via Upham Road.

**IMPORTANT NOTE:** Tours will leave at 9 a.m., 10:30 a.m., Noon and 1:30 p.m. Ticketed times reflect the need for attendees to arrive 10 minutes in advance of their reserved departure time.

RAIN DATE: Saturday, May 6.



Share this event [Twitter](#) [Facebook](#)

**Medfield History Weekend 2023-DOWNTOWN WALKING TOUR (rain date: May 6)**

Meet at Dwight Derby House  
Massachusetts  
Sat, Apr 29 2023,  
8:50AM – 10:30AM

**BOOK NOW**  
12 tickets available



**Southeastern Regional Services Group**

**DPW SERVICES AWARDS for 3/1/23 – 2/29/2024**

The Board of Selectmen of Medfield hereby authorizes the award of contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve-month period commencing 3/1/23. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present to them for final approval and signature.

<b>1. PAVEMENT RECLAMATION</b>					
<i>Murray Paving &amp; Reclamation, Holliston, MA</i>					
Pavement Reclamation	\$ 4.75	sq yd	<b>11,500</b>	\$ 54,625.00	
Calcium Chloride for dust control	\$ 1.75	gallon		\$ -	
Adjust Structures	\$ 800.00	each		\$ -	
Structure Remodeling	\$ 1,200.00	each		\$ -	
Structures Rebuilt	\$ 850.00	vert ft		\$ -	
Excess Loading of Reclaimed Material	\$ 20.00	cubic yd	<b>200</b>	\$ 4,000.00	
Lower/Raise Manholes	\$ 995.00	each		\$ -	
Lower/Raise Water Gates	\$ 600.00	each		\$ -	
Lower/Raise Gas Gates	\$ 600.00	each		\$ -	
Trucking	\$ 160.00	hour		\$ -	
<b>Item Sub-Total</b>				\$ <b>58,625.00</b>	

**5. Superpave Hot Mix Asphalt- Zone B**

<b>PJ Keating</b>					
Superpave HMA	\$ 98.00	per ton	<b>4,000</b>	tons	<b>392,000.00</b>
Bitumen Tack Coat	\$ 6.00	per gallon	<b>2,000</b>	gallons	<b>12,000.00</b>
Hot Poured Rubrzd. Sealer	\$ 0.10	per lin ft		lin ft	<b>0.10</b>
Warm Mix Additive	\$ 2.00	per gallon	<b>4,000</b>	gallons	<b>8,000.00</b>
Cold Planing	\$ 2.47	sq yd	<b>30,000</b>	sq yds	<b>74,100.00</b>
Structure Adjustments	\$ 450.00	each	<b>50</b>	each	<b>22,500.00</b>
Structure Remodel	\$ 25.00	each	<b>10</b>	each	<b>250.00</b>
Structures Rebuilt	\$ 25.00	per vertical ft	<b>10</b>	vert ft	<b>250.00</b>
Hand Work	\$ 98.00	per ton	<b>100</b>	tons	<b>9,800.00</b>
Unclassified Excavation	\$ 25.00	per cubic yd		cub yds	<b>25.00</b>
Sawcutting	\$ 1.00	per lin ft	<b>5,000</b>	lin ft	<b>5,000.00</b>
Playgrounds/Parking Lots	\$ 98.00	per ton	<b>100</b>	tons	<b>9,800.00</b>
<b>TOTAL BID PRICE</b>				\$ <b>533,725.10</b>	

<b>7. RUBBER CHIP SEAL</b>					
<i>All States Asphalt, Sunderland, MA</i>					
Rubber Chip Seal	\$ 6.05	per sq yd	<b>45,000</b>	\$ 272,250.00	
Level/Shim Course	\$ 185.00	per ton	<b>200</b>	\$ 37,000.00	
<b>Item Sub-Total</b>				\$ <b>309,250.00</b>	

**Southeastern Regional Services Group**

**DPW SERVICES AWARDS for 3/1/23 – 2/29/2024**

<b>10. BONDED WEARING COURSE</b>				
<i>All States Asphalt, Sunderland, MA</i>				
Bonded Wearing Course application	\$ 8.05	per sq yd	<b>30,000</b>	\$ 241,500.00
Leveling Course	\$ 185.00	per ton	<b>200</b>	\$ 37,000.00
structure Adjustments	\$ 500.00	each	<b>25</b>	\$ 12,500.00
Structure Remodels	\$ 600.00	each	<b>10</b>	\$ 6,000.00
Structure Rebuilds	\$ 395.00	per vert ft	<b>10</b>	\$ 3,950.00
	<b>Item Sub-Total</b>			<b>\$ 300,950.00</b>
<b>11. CRACK SEALING</b>				
<i>Indus, Inc, Braintree, MA</i>	\$ 6,467.00	per day	<b>0</b>	\$ -
	\$ 10.16	per gallon	<b>6,000</b>	\$ 60,960.00
	<b>Item Sub-Total</b>			<b>\$ 60,960.00</b>
<b>16. GUARD RAILS, INSTALLATION OF STEEL BEAM</b>				
<i>Premier Fence, Canton MA</i>				
Straight (Galvanized, Metal Posts)	\$ 38.00	per foot	<b>500</b>	\$ 19,000.00
Straight (Galvanized, Wooden Posts)	\$ 36.00	per foot	<b>50</b>	\$ 1,800.00
Straight (Rust, Wooden Posts)	\$ 34.00	per foot	<b>500</b>	\$ 17,000.00
Curved (Galvanized)	\$ 25.00	per foot	<b>100</b>	\$ 2,500.00
Curved (Rust)	\$ 25.00	per foot	<b>100</b>	\$ 2,500.00
End Pieces (Galvanized)	\$ 100.00	each	<b>4</b>	\$ 400.00
End Pieces (Rust)	\$ 85.00	each	<b>4</b>	\$ 340.00
	<b>Item Sub-Total</b>			<b>\$ 43,540.00</b>

**Southeastern Regional Services Group**

**DPW SERVICES AWARDS for 3/1/23 – 2/29/2024**

<b>17. STRUCTURE WORK</b>					
<i>Martinez Road Construction, Fitchburg</i>					<u>Est Qty</u>
Structures Adjusted (1-5 structures per mobilization)	\$ 550.00	per structure			
Structures Adjusted (6-10 structures per mobilization)	\$ 500.00	per structure			
Structures Adjusted (11-20 structures per mobilization)	\$ 450.00	per structure			
Structures Adjusted (20+ structures per mobilization)	\$ 375.00	per structure			
<b>AVERAGE PRICE - ADJUSTED</b>	<b>\$ 468.75</b>	per structure	40	\$ 18,750.00	
Structures Remodeled (1-5 structures per mobilization)	\$ 600.00	per structure			
Structures Remodeled (6-10 structures per mobilization)	\$ 550.00	per structure			
Structures Remodeled (11-20 structures per mobilization)	\$ 500.00	per structure			
Structures Remodeled (20+ structures per mobilization)	\$ 425.00	per structure			
<b>AVERAGE PRICE - REMODELED</b>	<b>\$ 518.75</b>	per structure	10	\$ 5,187.50	
Structures Rebuilt (1-5 structures per mobilization)	\$ 550.00	per vert ft			
Structures Rebuilt (6-10 structures per mobilization)	\$ 500.00	per vert ft			
Structures Rebuilt (11-20 structures per mobilization)	\$ 450.00	per vert ft			
Structures Rebuilt (20+ structures per mobilization)	\$ 375.00	per vert ft			
<b>AVERAGE PRICE - REBUILT</b>	<b>\$ 468.75</b>	per vert ft	10	\$ 4,687.50	
<b>Item Sub-Total</b>			\$ 28,625.00		

<b>26. SNOW &amp; MATERIAL HAULING</b>			macr		
<i>Lorusso Plainville, MA</i>					
Contents deposited - IN TOWN	\$ 250.00	per hour	24	\$ 6,000.00	
Contents removed - FROM TOWN	\$ 325.00	per hour	0	\$ -	
<b>Item Sub-Total</b>			\$ 6,000.00		

**TOTAL** **\$ 1,332,675.10**

**Southeastern Regional Services Group**

**DPW SERVICES AWARDS for 3/1/23 – 2/29/2024**

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**Chair, Board of Selectmen**

**Date Signed**

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**Member**

**Date Signed**

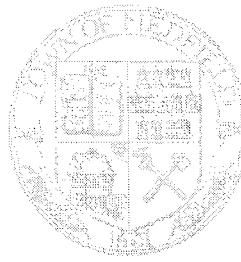
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**Member**

**Date Signed**



# Memorandum



To: Board of Selectmen

From: Affordable Housing Trust

Date: March 3, 2023

Re: MSH / Trinity Affordability Finding

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At their duly posted meeting on March 2, 2023, the present members of the Medfield Affordable Housing Trust voted unanimously, based on the review of submitted application materials by special Counsel Lisa Mead, to recommend the Board of Selectmen find that the proposed MSH Redevelopment project proposed by Trinity Acquisitions LLC meets the affordable requirements of Article 20.

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.

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 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.

Thank you for consideration of this affordable rental housing coupled with historic preservation project in relation to the recommendation of the Affordable Housing Trust.

*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.

## **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

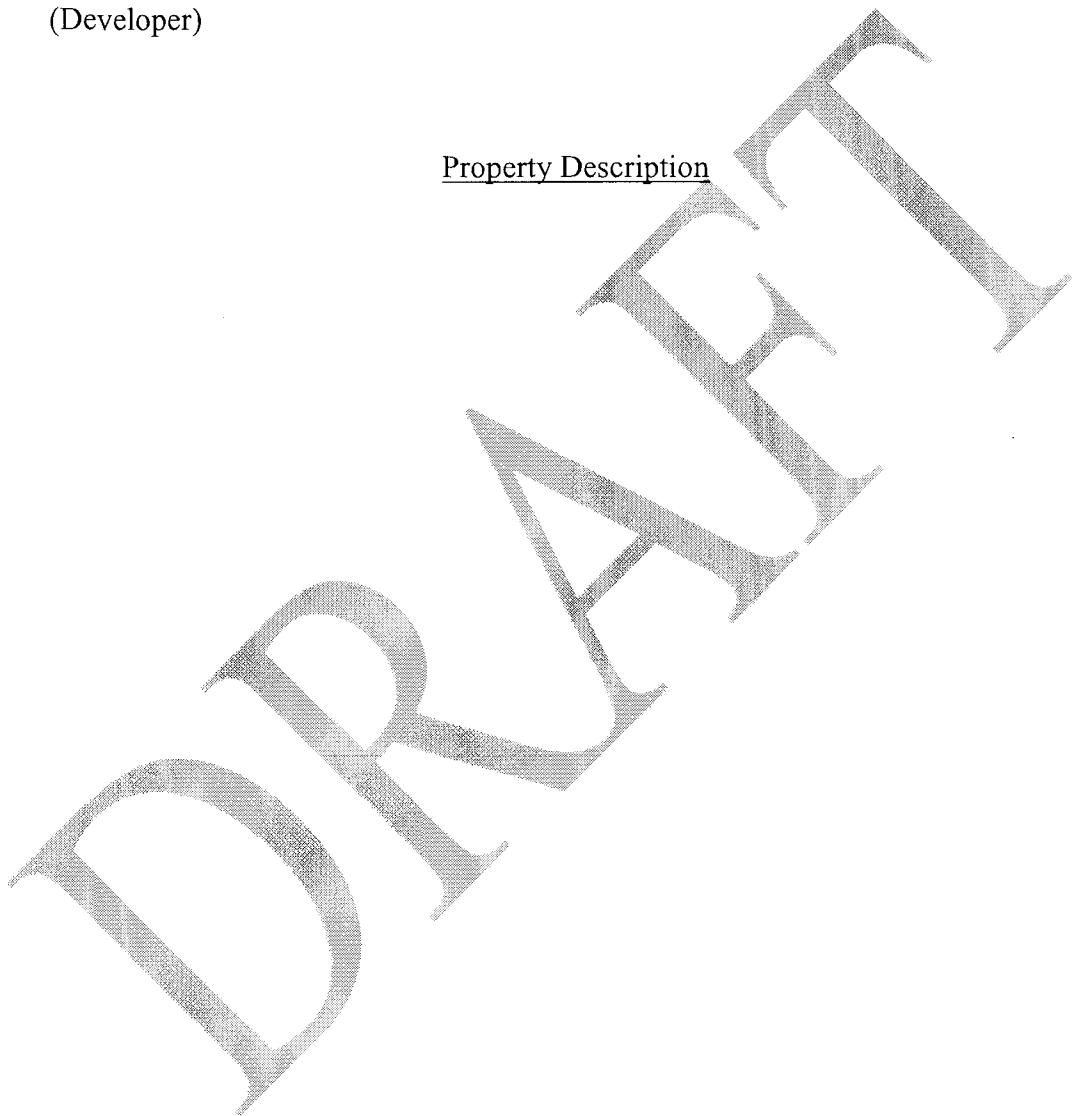
Re:

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

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

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

### Property Description



## EXHIBIT B

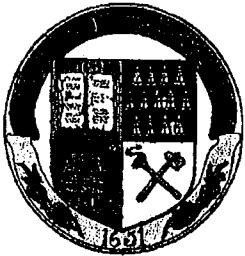
Re: [Residences at MSH-name TBD]  
(Project name)

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

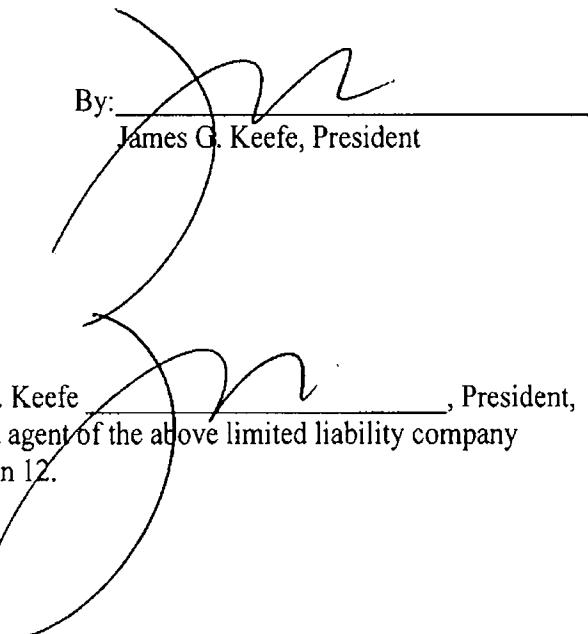
Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned, in order to form a limited liability company, hereby certifies as follows:

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.

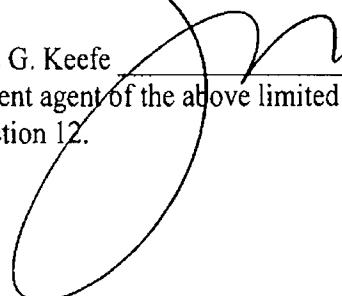
IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, as of August 23, 2012.

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

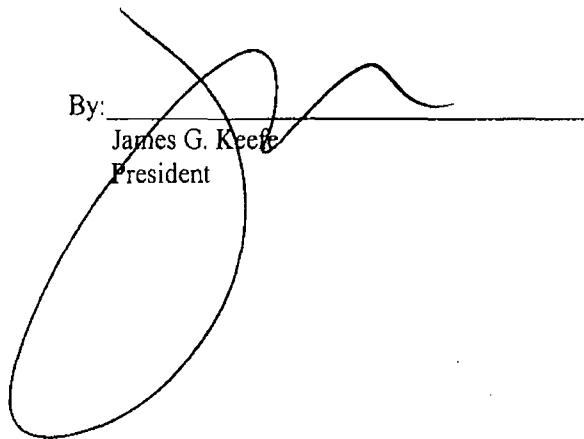
Trinity Rowe Development LLC, Trinity New Haven Development LLC, Trinity Mattapan Heights Five, Inc., Trinity Mattapan Heights Five Limited Partnership, Trinity Lucerne, Inc, Trinity Lucerne Limited Partnership, Trinity Vicksburg Square, Inc., Trinity Vicksburg Limited Partnership, Trinity Stamford, 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 loop on the left and a wavy line on the right. A small portion of the signature is crossed out with a diagonal line.

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*

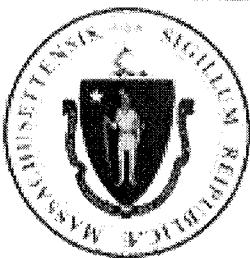
William Francis Galvin  
Secretary of the Commonwealth

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
-----------------------------------	---	---

**9. Additional matters:**

**10. State the amendments to the certificate:**

REMOVAL OF JAMES G KEEFE, PATRICK AT LEE AND REBECCA HEMENWAY AS MANAGER  
S. THEY ARE OFFICERS OF TRINITY ACQUISITIONS INC THE SOLE MEMBER OF TRINITY AC  
QUISITIONS LLC

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

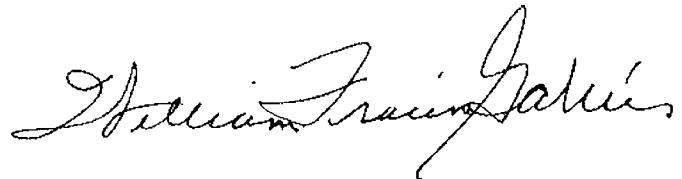
**SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of January, 2017,**  
**TRINITY ACQUISITIONS INC , Signature of Authorized Signatory.**

© 2001 - 2017 Commonwealth of Massachusetts  
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

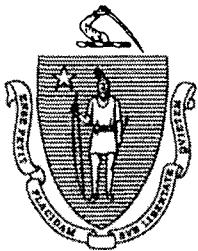
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

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

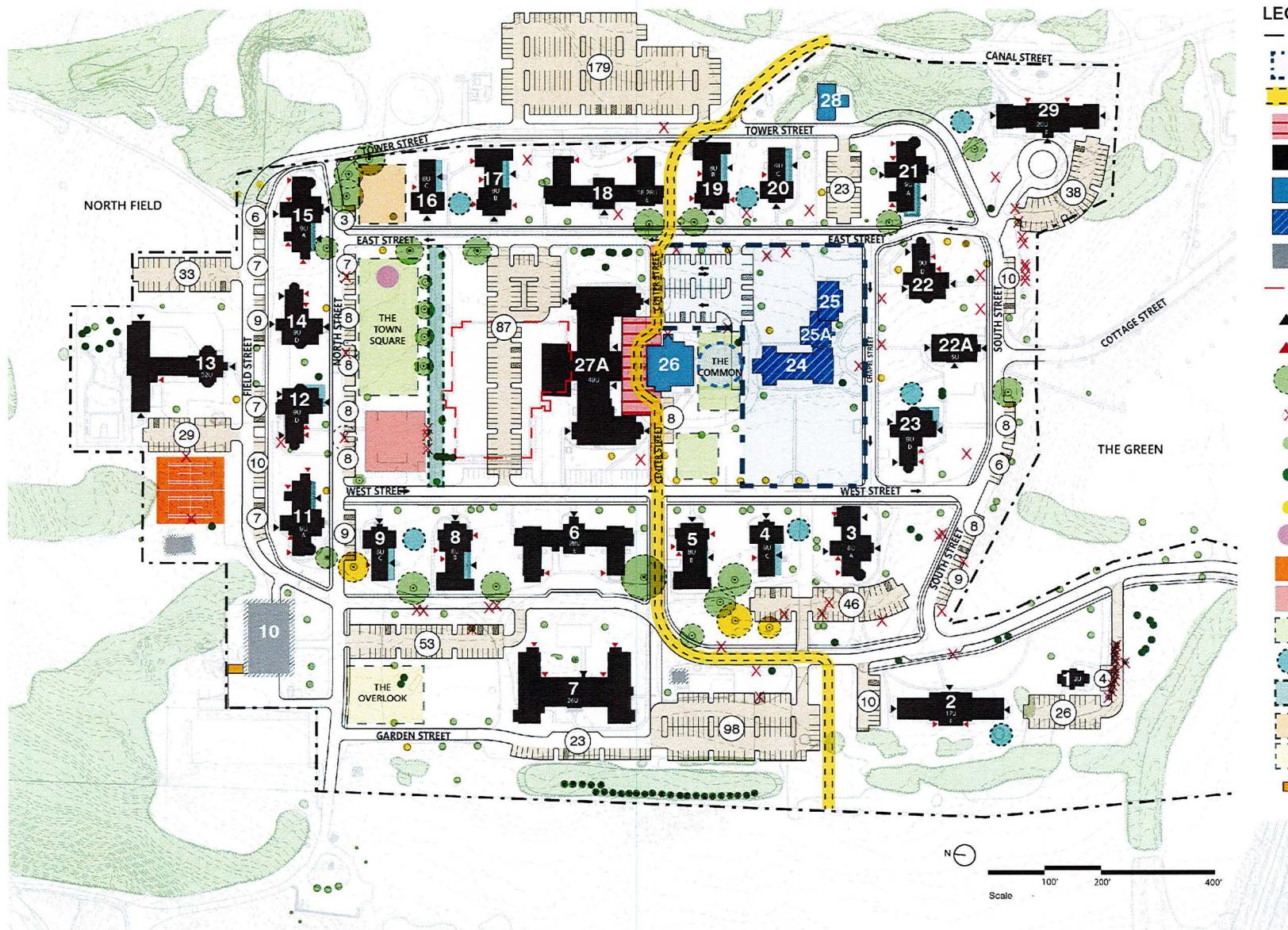
on the date first above written.

A circular Great Seal of the Commonwealth of Massachusetts, featuring a central shield with a Native American figure holding a bow and arrow, 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
Dashed Line	Approximate CAM Lease Line
Yellow Dashed Line	12' W. Public Access Easement
Red Dashed Line	Woonerf [pedestrian and vehicle access]
Black Building	Residential Building
Blue Building	Community Building
Blue with diagonal lines Building	CAM Building
Grey Building	Potential Maintenance Facility
Red Dashed Line	Existing Building to be removed
Black Triangle	Building Main Entrance
Red Triangle	Building Egress
Green Circle	Existing Tree to Remain and be protected
Red X	Existing Tree to be Removed
Green Circle	Existing Deciduous Tree in Good Condition
Green Circle	Existing Evergreen Tree in Good Condition
Yellow Circle	Existing Tree in Fair Condition
Pink Circle	Existing Labyrinth to Remain
Orange Square	Combined Tennis/Pickleball Court Location
Pink Square	Basketball Court Location
Light Green Area	Open Lawn Location
Blue Circle	Outdoor Room Location
Light Blue Dashed Line	Promenade Location
Light Orange Area	Potential Amenity Play Area
Light Orange Area	Potential Resident Amenity Garden
Orange Square	Dumpster Location

ALL FIGURES AND ILLUSTRATIONS APPROXIMATE

ICON ARCHITECTURE / KMDG / VHB FOR TRINITY FINANCIAL

MEDFIELD STATE HOSPITAL | 29 NOVEMBER 2022





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

---

**Fwd: Medfield LL Opening Day Parade**

2 messages

**Eileen Murphy** <emurphy@medfield.net>

Tue, Mar 14, 2023 at 1:52 PM

To: Kristine Trierweiler &lt;ktrierweiler@medfield.net&gt;, Brittney Franklin &lt;bfranklin@medfield.net&gt;, Frank Gervasio &lt;fgervasio@medfield.net&gt;

FYI....

Begin forwarded message:

**From:** Sean McCarthy <██████████>**Subject:** Medfield LL Opening Day Parade**Date:** March 14, 2023 at 1:50:13 PM EDT**To:** "eclarke@medfield.net" <eclarke@medfield.net>, gmurby@earthlink.net, Osler Peterson <osler.peterson@verizon.net>, EMurphy@medfield.net**Cc:** MYBS <██████████>

Dear Selectman Murphy, Selectman Murby, and Selectman Peterson,

My name is Sean McCarthy and I am the new President of Medfield Youth Baseball and Softball, taking over and trying to fill the big shoes of our former President Pete Hunt.

This year we will be holding our annual Opening Day festivities on **Saturday, April 29th, 2023**. Please consider this letter our request for a permit to hold the parade and to place signs announcing this event.As with past years, teams will gather at the Dale Street parking lot at 3:45, and at **4:00pm will parade from Dale Street School to Metacomet Park**. Opening ceremonies and games will start at approximately 5:00pm and 7:00pm.

We would also like to welcome each of you to participate in the parade and the festivities following at Metacomet Park. If you have any questions please call me at ██████████ can also be reached via this email address too.

Please note that I have also requested the assistance of the police and fire department for this parade. Thank you for your continued support and participation, and I hope to see you at the parade!

This email is intended for municipal use only and must comply with the Town of Medfield's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of Medfield is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

---

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

Tue, Mar 14, 2023 at 2:49 PM

Sent from my iPhone

Begin forwarded message:

**From:** Eileen Murphy <emurphy@medfield.net>**Date:** March 14, 2023 at 1:52:13 PM EDT**To:** Kristine Trierweiler <ktrierweiler@medfield.net>, Brittney Franklin <bfranklin@medfield.net>, Frank Gervasio <fgervasio@medfield.net>**Subject:** Fwd: Medfield LL Opening Day Parade

FYI....

[Quoted text hidden]



Dear Board of Selectmen,

In a three-way collaboration, Medfield Environment Action, Medfield Park and Rec and the Medfield Energy Committee are planning to host an event at the Council on Aging parking lot and the Rail trail as part of the Medfield Climate Week 2023, to be held on May 7<sup>th</sup>, 2023.

Plans are not yet fully complete but will likely involve an electric vehicle event, a bike rally, and some craft activities. Permission has been granted by the CoA Director to use the Council on Aging parking lot. Other permissions, if needed, will be obtained once plans are more complete.

We request permission to post sandwich boards to advertise these events during the two weeks prior, from April, 24<sup>rd</sup> to May 7<sup>th</sup>, 2023 at the four usual locations in town.  
(North and 109, Transfer Station, 27 and South, Hartford and 109).

Thank you for your consideration.

Respectfully,  
Catherine White  
Katie Walper  
Hilli Passas

Informational



March 3, 2023

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

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to the Xfinity Rate Card provided in your community:

- *Effective April 2, 2023, the monthly subscription for HBO and HBO Max will increase from \$14.99 to \$15.99 per month as a result of a recent increase in HBO and HBO Max programming costs.*

Customers are receiving notice of change in their bill. Please do not hesitate to contact me with any questions at [patrick\\_shearns@comcast.com](mailto:patrick_shearns@comcast.com).

Very truly yours,

*Patrick J. Shearns*

Patrick J. Shearns, Sr. Manager  
Government Affairs

# Fios TV listings

## Your channel guide.

**verizon**✓

August 1, 2022

# Channel categories

<b>Local channels</b>	1–49 SD, 501–549 HD
<b>Local Plus channels</b>	460–499 SD
<b>Local Public/Edu/Gov (varies by location)</b>	15–47 & 960–965 SD, 1961–1965 & 2110–2175 HD
<b>Entertainment</b>	50–69 SD, 550–569 HD
<b>Sports</b>	70–99 & 300–339 SD, 570–599 & 800–839 HD
<b>News</b>	100–119 SD, 600–619 HD
<b>Info &amp; education</b>	120–139 SD, 620–639 HD
<b>Women</b>	140–149 SD, 640–649 HD
<b>Marketplace</b>	150–159 SD, 650–659 HD
<b>Home &amp; leisure</b>	161–179 SD, 662–679 HD

<b>Pop culture</b>	180–199 SD, 680–699 HD
<b>Music</b>	210–229 SD, 710–729 HD
<b>Movies/Family</b>	230–249 SD, 730–749 HD
<b>Kids</b>	250–269 SD, 780–789 HD
<b>People &amp; culture</b>	270–279
<b>Religion</b>	790-799 HD
<b>Premium movies</b>	340–449 SD, 840–949 HD
<b>Pay per view/Subscription sports</b>	1000–1499
<b>Spanish language</b>	1500–1749
<b>Digital music</b>	1800–1850

# Fios TV listings

## Mix and match plans Packages

More Fios TV<sup>1</sup> 

The Most Fios TV<sup>1</sup> 

Fios TV Mundo<sup>2</sup> 

Fios TV Mundo Total<sup>1</sup> 

Your Fios TV Visit [verizon.com](http://verizon.com) for channel information.

<sup>1</sup>Fios TV Local Package and regional sports are included.

<sup>2</sup>Fios TV Local Package and some regional sports are included.

Local Channels & Regional Sports Networks not shown.  
Visit [verizon.com/info/channel-lineup/](http://verizon.com/info/channel-lineup/) to use the Fios channel lineup tool to view the Local Channels & Regional Sports Networks available.

See page 16 to view the channel lineup for Classic TV plans.

Network	Channel SD/HD	Package
A&E	181/681 HD	
ACC Network	71/571 HD	
AccuWeather	119/619 HD	
AMC	231/731 HD	
American Heroes Channel	125/625 HD	
Animal Planet	130/1565/630 HD	
Antena 3 HD	1515 HD	
ASPiRE	272/772 HD	
AXS TV	215/569 HD	
BabyFirst	765 HD	
Bandamax Estados Unidos	1663	
BBC America	189/689 HD	
BBC World News	107/609 HD	
beIN Sports HD	805 HD	
beIN Sports en Español	1538 HD	
BET	270/770 HD	
BET Gospel	225	
BET Her	220/720 HD	
BET Jams	213	
BET Soul	219	
Big Ten 1 HD	830 HD	
Big Ten Network 2 HD	831 HD	
Big Ten Network 3 HD	833 HD	
Big Ten Network	85/585 HD	
Bloomberg	605 HD	
Boomerang	258/1725	
Bravo	185/685 HD	

Network	Channel SD/HD	Package
Canal SUR	1549	
Cars TV HD	599 HD	
Cartoon Network	257/1726/757 HD	
Centroamérica TV	1703	
CBS Sports Network	94/594 HD	
CGTN	277	
Cheddar News HD	614 HD	
Cine Estelar	1688	
Cine Latino	1685	
Cine Mexicano	1686	
Cine Nostalgia	1687	
Cinémoi	236	
Clan HD	1724 HD	
Cleo TV HD	733 HD	
CMT	221/1665/721HD	
CMT Music	222	
CNBC+	102/1544/602HD	
CNBC World	106	
CNN	100/1541/600HD	
CNN en Español	1540	
CNN International	105	
Comedy Central	190/1644/690HD	
Comedy TV HD	695 HD	
Cooking Channel	163/663 HD	
Crime & Investigation Network	182/679 HD	
C-SPAN	109	

Network	Channel SD/HD	Package
C-SPAN 2	110	
C-SPAN 3	111	
Daystar	793 HD	
De Película	1680	
De Película Clásico	1681	
Destination America	168/668 HD	
Discovery Channel	120/1562/620 HD	
Discovery En Español	1563/1558 HD	
Discovery Familia	1702/1701 HD	
Discovery Family Channel	259/789 HD	
Discovery Life	161/624 HD	
Disney Channel	250/1729/780 HD	
Disney Junior	260	
Disney XD	251/1722/781 HD	
E! Entertainment Television	196/1640/696 HD	
Ecuavisa Internacional	1512	
Eleven Sports	597 HD	
Enrich	659 HD	
EPIX	395/895 HD	
EPIX 2 HD	896 HD	
ES.TV HD	558 HD	
ESPN	70/570 HD	
ESPN2	74/574 HD	
ESPN Deportes	1520/1537 HD	
ESPN U	73/573 HD	
ESPNNews	72/572 HD	
ES.TV HD	558 HD	

Network	Channel SD/HD	Package
EWTN	285	
EWTN Español	1741	
FETV	245	
Fios 4K7	1497 <sup>‡</sup>	
Fios 4K8	1498 <sup>‡</sup>	
Fios 4K9	1499 <sup>‡</sup>	
Fios Learning On Demand	131	
Flix	390	
Flix West	391	
Food Network	164/1621/664 HD	
FOROTv	1551	
Fox Business Network	117/1547/617 HD	
Fox Deportes	311/1521/1534 HD	
Fox News	118/1543/618 HD	
Fox Sports 1	83/583 HD	
Fox Sports 2	84/584 HD	
Freeform	199/1700/699 HD	
FX	53/1504/553 HD	
FX Movie Channel	232/732 HD	
FXX	191/691 HD	
FYI	129/629 HD	
G4 HD	804 HD	
GAC Living HD	635 HD	
Galavisión	274	
Golf Channel	93/593 HD	
Gran Cine	1683	
GSN	184/684 HD	

Network	Channel SD/HD	Package
Hallmark Channel	240/740 HD	
Hallmark Drama HD	737 HD	
Hallmark Movies and Mysteries	239/739 HD	
HD Net Movies	746 HD	
HGTV	165/1622/665 HD	
History Channel	128/628 HD	
History Channel en Español	1561	
HITn	279	
HLN Headline News Network	101	
Hogar de HGTV HD	1624 HD	
Hola TV	1579 HD	
HSN	151/1601/651 HD	
HSN2	654 HD	
IFC	234/734 HD	
Impact Network	287/787 HD	
Indieplex	348/848 HD	
INSP	286/786 HD	
Investigation Discovery	123/623 HD	
i24NEWS HD	610 HD	
Jewelry Television	152/1602/652 HD	
Jewish Broadcasting Services	798 HD	
Justice Central TV	186	
Law & Crime Network HD	678 HD	
Lifetime	140/1580/640 HD	
Lifetime Real Women	142	

Network	Channel SD/HD	Package
Liquidation Channel	159	
Living Faith HD	794 HD	
LMN	141/1581/641HD	
Logo TV	187/687 HD	
Longhorn Network	320	
Magnolia Network	167/667 HD	
MAV TV	810 HD	
Military History Channel	126	
Milenio Television	1550	
MLB Network	86/1530/586 HD	
MLB Network Strike Zone	834 HD	
MotorTrend	631HD	
MSNBC	103/1545/603HD	
MTV	210/710 HD	
MTV Classic	218	
MTV Live	715 HD	
MTV2	211/1661/711HD	
mtvU	212	
Multimedios TV	1511/1516 HD	
Music Choice	1800–1849	
MyDestination TV HD	674 HD	
Nat Geo Mundo	1564	
Nat Geo Wild	132/632 HD	
National Geographic	121/621HD	
NBA TV	89/589 HD	
NBC Universo	275/1643/775 HD	

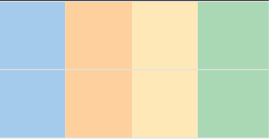
Network	Channel SD/HD	Package
NESN National <sup>†</sup>	97	
Newsmax	115/615 HD	
NFL Network	88/588 HD	
NFL RedZone [seasonal programming]	335/835 HD	
NHL Network	87/587 HD	
Nick 2	253	
Nick Jr.	256/756 HD	
Nickelodeon	252/1728/752 HD	
NickMusic	214	
Nicktoons	254/754 HD	
Nuestra Tele	1705	
Olympic Channel	91/591 HD	
Ovation	78/188/688 HD	
OWN: Oprah Winfrey Network	145/1625/645 HD	
Oxygen	144/644 HD	
Paramount Network	54/1505/554 HD	
Pasiones	1583	
Pets.TV HD	633 HD	
POP	194/694 HD	
PTL TV HD	795 HD	
Pursuit	818 HD	
QVC	150/1600/650 HD	
QVC 2	653 HD	
QVC 3	656 HD	
Recipe TV HD	676 HD	

Network	Channel SD/HD	Package
REELZ	692 HD	
Retroplex	349/849 HD	
REVOLT	726 HD	
Science	122/622 HD	
SEC Network	75/575 HD	
SEC Network Overflow*	332	
Semillitas	1721HD	
SHO x BET HD	868 HD	
ShopHQ	157/1603/657 HD	
Showtime	365/865 HD	
Showtime 2	369/869 HD	
Showtime 2 West	370/870 HD	
Showtime Extreme	373/873 HD	
Showtime Extreme West	374/874 HD	
Showtime Family Zone	379	
Showtime Family Zone West	380	
Showtime Next	377	
Showtime Next West	378	
Showtime Showcase	367/867 HD	
Showtime West	366/866 HD	
Showtime Women	375	
Showtime Women West	376	
Sino TV Network	281	
Smithsonian Channel	134/634 HD	
Starz®	340/840 HD	
Starz Cinema	346/846 HD	
Starz Comedy	347/847 HD	

Network	Channel SD/HD	Package
Starz Edge	342/842 HD	
Starz Edge West	343	
Starz Encore	350/850 HD	
Starz Encore Action	360/860 HD	
Starz Encore Action West	361	
Starz Encore Black	358/858 HD	
Starz Encore Black West	359	
Starz Encore Classic	352/852 HD	
Starz Encore Classic West	353	
Starz Encore Español	363/863 HD	
Starz Encore Family	362/862 HD	
Starz Encore Suspense	356/856 HD	
Starz Encore Suspense West	357	
Starz Encore West	351	
Starz Encore Westerns	354/854 HD	
Starz Encore Westerns West	355	
Starz In Black	344/844 HD	
Starz Kids & Family	345/845 HD	
Starz West	341	
Sundance TV	235/735 HD	Blue
Supercanal	1507	Yellow
SUR Peru	1510	Green
Syfy	180/1645/680HD	Blue
TBN	295	Orange
TBN Enlace USA	1740	Yellow
TBS	52/1502/552 HD	Green
TeenNick	255/755 HD	Blue

Network	Channel SD/HD	Package
Telehit	1662	
Telehit Musica	1664	
Telemicro Internacional	1513	
TeleN	1590	
TeleRitmo	1666	
Televisión Dominicana	1506	
Tennis Channel	92/592 HD	
The Cowboy Channel	246	
The Movie Channel	385/885 HD	
The Movie Channel West	386	
The Movie Channel Xtra	387/887 HD	
The Movie Channel Xtra West	388	
The SonLife Broadcasting Network	797 HD	
The Weather Channel	611HD	
The Word	292	
TheGrio	612 HD	
Three Angels Broadcasting	291	
TLC	139/1566/639 HD	
TNT	51/1501/551 HD	
Tr3s: MTV	273	
Travel Channel	170/1623/670HD	
truTV	183/683 HD	
TUDN	1524/1539 HD	
Turner Classic Movies	230	
TV Chile	1704	
TV Land	241/1707/741 HD	

Network	Channel SD/HD	Package
TV One	271/771 HD	
TVE Internacional	1560	
TVG [horse racing]	315/815 HD	
TVG2	316	
TyC Sports	1536	
Ultra Cine HD	1690 HD	
Ultra Clásico HD	1693 HD	
Ultra Fiesta HD	1670 HD	
Ultra Film HD	1691 HD	
Ultra Luna HD	1585 HD	
Ultra Mex HD	1692 HD	
Universal Kids	263/763 HD	
Universo	275/775 HD	
Univision tlNovelas	1584	
UP	238/738 HD	
USA Network	50/1500/550 HD	
VH1	217/717 HD	
VICE	127/697 HD	
Viendo Movies	1689 HD	
VOD Weekly Highlights	339	
WAPA América	1508	
WE tv	149/649 HD	
WGN America	68/568 HD	
Willow Cricket	806 HD	
WOW	158	
Yahoo! Finance	604 HD	

Network	Channel SD/HD	Package
Z Living	662 HD	
ZonaFutbol	1533 HD	

# Fios TV listings

## Classic plans Packages

Ultimate HD <sup>3</sup>	■	Custom TV <sup>4</sup>	■
Extreme HD <sup>3</sup>	■	Action & Entertainment	A
Preferred HD <sup>3</sup>	■	Home & Family	H
		Infotainment & Drama	I
		Kids & Pop	K
		Lifestyle & Reality	L
		News & Variety	N
		Sports & News	S

<sup>3</sup> Fios TV Local Package and regional sports are included.

<sup>4</sup> Fios TV Local Package included with all Custom TV packages.

Local Channels & Regional Sports Networks not shown.  
Visit [tv.verizon.com/watch/guide](http://tv.verizon.com/watch/guide) to log into your account to view your TV listings and the Local Channels & Regional Sports Networks available.

Network	Channel SD/HD	Package
A&E	181/681 HD	AHILS
ACC Network	71/571 HD	HNS
AccuWeather	119/619 HD	INS
AMC	231/731 HD	AHIKLNS
American Heroes Channel	125/625 HD	IN

Network	Channel SD/HD	Package
Animal Planet	130/630 HD	AHIKLN
ASPiRE	272/772 HD	AHIKLN
AXS TV	215/569 HD	
BabyFirst	765 HD	
BBC America	189/689 HD	AH
BBC World News	107/609 HD	N
beIN Sports HD	805 HD	
beIN Sports en Español	1538	
BET	270/770 HD	AHKL
BET Gospel	225	
BET Her	220/720 HD	AHIKLN
BET Jams	213	
BET Soul	219	
Big Ten Network 1 HD	830 HD	HNS
Big Ten Network 2 HD	831 HD	HNS
Big Ten Network 3 HD	833 HD	HNS
Big Ten Network	85/585 HD	HNS
Bloomberg	605 HD	HNKS
Boomerang	258/1725	HK
Bravo	185/685 HD	AHIL
Cars TV HD	599 HD	ALN
Cartoon Network	257/757 HD	AHIKLS
CBS Sports Network	94/594 HD	SL
CGTN	277	AHIKLN
Cheddar News HD	614 HD	
Cinémoi	236	
Cleo TV HD	773 HD	AHLN

Network	Channel SD/HD	Package
CMT	221/721 HD	AHKL
CMT Music	222	
CNBC+	102/602 HD	HNS
CNBC World	106	AHIKLNS
CNN	100/600 HD	HILNS
CNN International	105	N
Comedy Central	190/690 HD	AHKL
Comedy TV HD	695 HD	ILN
Cooking Channel	163/663 HD	
Crime & Investigation Network	182/679 HD	I
C-SPAN	109	INS
C-SPAN 2	110	INS
C-SPAN 3	111	INS
Daystar	793 HD	AHIKLNS
Destination America	168/668 HD	KL
Discovery Channel	120/620 HD	AHIKLN
Discovery Family Channel	259/789 HD	HK
Discovery Life	161/624 HD	L
Disney Channel	250/780 HD	AHIKL
Disney Junior	260	AHIKL
Disney XD	251/781 HD	AHIKL
E! Entertainment Television	196/696 HD	HIKL
Eleven Sports	597 HD	K
Enrich	659 HD	LNS

Network	Channel SD/HD	Package
EPIX	395/895 HD	
EPIX 2 HD	896 HD	
ES.TV HD	558 HD	ILN
ESPN	70/570 HD	HNS
ESPN2	74/574 HD	H
ESPN Deportes	1520/1537 HD	HNS
ESPN U	73/573 HD	HNS
ESPNews	72/572 HD	HNS
EWTN	285	AHIKLNS
FETV	245	AHIKLNS
Fios 4K7	1497‡	HNS
Fios 4K8	1498‡	HNS
Fios 4K9	1499‡	HNS
Fios Learning On Demand	131	AHIKLNS
Flix	390	
Flix West	391	
Food Network	164/664 HD	AHL
Fox Business Network	117/617 HD	HIS
Fox Deportes	311/1534 HD	
Fox News	118/618 HD	AHILNS
Fox Sports 1	83/583 HD	HNS
Fox Sports 2	84/584 HD	HNS
Freeform	199/699 HD	HILKS
FX	53/553 HD	AIKLNS
FX Movie Channel	232/732 HD	AIKLNS
FXX	191/691 HD	AIKNS

Network	Channel SD/HD	Package
FYI	129/629 HD	L
G4 HD	804 HD	IKLS
GAC Living HD	635 HD	ILS
Galavisión	274	
Gem Shopping	658 HD	AHIKLNS
Golf Channel	93/593 HD	HLS
GSN	184/684 HD	AHILNS
Hallmark Channel	240/740 HD	AHL
Hallmark Drama HD	737 HD	AHIKLNS
Hallmark Movies and Mysteries	239/739 HD	AHIKLNS
HD Net Movies	746 HD	
HGTV	165/665 HD	AHLS
History Channel	128/628 HD	AHILS
HITn	279	IN
HLN Headline News Network	101	HILNS
HSN	151/651 HD	AHIKLNS
HSN2	654 HD	AHIKLNS
IFC	234/734 HD	AIKLN
Impact Network	287/787 HD	
Indieplex	348/848 HD	
INSP	286/786 HD	AI
Investigation Discovery	123/623 HD	AHIL
i24NEWS HD	610 HD	
Jewelry Television	152/652 HD	AHIKLNS

Network	Channel SD/HD	Package
Jewish Broadcasting Services	798 HD	
Justice Central TV	186	HILNS
Law & Crime Network HD	678 HD	AHILN
Lifetime	140/640 HD	AHILS
Lifetime Real Women	142	L
Liquidation Channel	159	AHIKLNS
Living Faith HD	794 HD	AHIKLNS
LMN	141/641 HD	AHL
Logo TV	187/687 HD	L
Longhorn Network	320	
Magnolia Network	167/667 HD	HI
MAV TV	810 HD	AILNS
Military History Channel	126	ILN
MLB Network	86/586 HD	HNS
MLB Network Strike Zone	834 HD	
MotorTrend	631 HD	AHIKLNS
MSNBC	103/603 HD	HINS
MTV	210/710 HD	AHKL
MTV Classic	218	AHIKL
MTV Live	715 HD	
MTV2	211/711 HD	AHKL
mtvU	212	
Music Choice	1800–1849	AHIKLNS
MyDestinationTVHD	674 HD	ILN
Nat Geo Mundo	1564	HIL

Network	Channel SD/HD	Package
Nat Geo Wild	132/632 HD	HIKLN
National Geographic	121/621 HD	HIKLN
NBA TV	89/589 HD	NS
NESN National <sup>†</sup>	97	
Newsmax	115/615 HD	HIS
NFL Network	88/588 HD	HNS
NFL RedZone [seasonal programming]	335/835 HD	
NHL Network	87/587 HD	NS
Nick 2	253	
Nick Jr.	256/756 HD	AHIKL
Nickelodeon	252/752 HD	AHIKL
NickMusic	214	
Nicktoons	254/754 HD	AHIKL
Olympic Channel	91/591 HD	L
Ovation	188/688 HD	H
OWN: Oprah Winfrey Network	145/645 HD	HIL
Oxygen	144/644 HD	AHL
Paramount Network	54/554 HD	AHKL
Pets.TV HD	633 HD	ILN
POP	194/694 HD	HIKL
PTL TV HD	795 HD	H
Pursuit	818 HD	
QVC	150/650 HD	AHIKLNS
QVC 2	653 HD	AHIKLNS
QVC 3	656 HD	AHIKLNS

Network	Channel SD/HD	Package
Recipe TV HD	676 HD	ILN
REELZ	692 HD	AL
Retroplex	349/849 HD	
REVOLT	726 HD	AS
Science	122/622 HD	IL
SEC Network	75/575 HD	HNS
SEC Network Overflow*	332	HNS
SHO x BET HD	868 HD	
ShopHQ	157/657 HD	AHIKLNS
Showtime	365/865 HD	
Showtime 2	369/869 HD	
Showtime 2 West	370/870 HD	
Showtime Extreme	373/873 HD	
Showtime Extreme West	374/874 HD	
Showtime Family Zone	379	
Showtime Family Zone West	380	
Showtime Next	377	
Showtime Next West	378	
Showtime Showcase	367/867 HD	
Showtime West	366/866 HD	
Showtime Women	375	
Showtime Women West	376	
Sino TV Network	281	
Smithsonian Channel	134/634 HD	
Starz®	340/840 HD	
Starz Cinema	346/846 HD	

Network	Channel SD/HD	Package
Starz Comedy	347/847 HD	
Starz Edge	342/842 HD	
Starz Edge West	343	
Starz Encore	350/850 HD	
Starz Encore Action	360/860 HD	
Starz Encore Action West	361	
Starz Encore Black	358/858 HD	
Starz Encore Black West	359	
Starz Encore Classic	352/852 HD	
Starz Encore Classic West	353	
Starz Encore Español	363/863 HD	
Starz Encore Family	362/862 HD	
Starz Encore Suspense	356/856 HD	
Starz Encore Suspense West	357	
Starz Encore West	351	
Starz Encore Westerns	354/854 HD	
Starz Encore Westerns West	355	
Starz In Black	344/844 HD	
Starz Kids & Family	345/845 HD	
Starz West	341	
Sundance TV	235/735 HD	AIL
Syfy	180/680 HD	AHIKS
TBN	295	

Network	Channel SD/HD	Package
TBN Enlace USA	1740	
TBS	52/552 HD	AHIKNS
TeenNick	255/755 HD	AHIKL
Tennis Channel	92/592 HD	S
The Cowboy Channel	246	AHILNS
The Movie Channel	385/885 HD	
The Movie Channel West	386	
The Movie Channel Xtra	387/887 HD	
The Movie Channel Xtra West	388	
The SonLife Broadcasting Network	797 HD	AHIKLNS
The Weather Channel	611 HD	AHIKLNS
The Word	292	
TheGrio	612 HD	AHLS
Three Angels Broadcasting	291	
TLC	139/639 HD	AHILNS
TNT	51/551 HD	AHIKNS
Tr3s: MTV	273	IL
Travel Channel	170/670 HD	AHKL
truTV	183/683 HD	AHIKS
TUDN	1524/1539 HD	
Turner Classic Movies	230	AHIKS
TV Land	241/741 HD	AHKL
TV One	271/771 HD	AHLS
TVG [horse racing]	315/815 HD	

Network	Channel SD/HD	Package
TVG2	316	
Universal Kids	263/763 HD	L
Universo	275/775 HD	
UP	238/738 HD	AHIKLNS
USA Network	50/550 HD	AHIKNS
VH1	217/717 HD	AHKL
VICE	127/697 HD	H
VOD Weekly Highlights	339	
WE tv	149/649 HD	AHKL
WGN America	68/568 HD	AHN
Willow Cricket	806 HD	
WOW	158	AHIKLNS
Yahoo! Finance	604 HD	HILNS
Z Living	662 HD	HILS
ZonaFutbol	1533 HD	

# Fios TV listings

## Premium channels

Additional subscription required.

### Premium channels Movie Package

Network	Channel SD/HD
Flix	390
Flix West	391
IndiePlex	348/848 HD
RetroPlex	349/849 HD
SHO x BET HD	868 HD
Showtime	365/865 HD
Showtime 2	369/869 HD
Showtime 2 West	370/870 HD
Showtime Extreme	373/873 HD
Showtime Extreme West	374/874 HD
Showtime Family Zone	379
Showtime Family Zone West	380
Showtime Next	377
Showtime Next West	378
Showtime Showcase	367/867 HD
Showtime West	366/866 HD
Showtime Women	375
Showtime Women West	376

<b>Network</b>	<b>Channel SD/HD</b>
Starz®	340/840 HD
Starz Cinema	346/846 HD
Starz Comedy	347/847 HD
Starz Edge	342/842 HD
Starz Edge West	343
Starz Encore	350/850 HD
Starz Encore Action	360/860 HD
Starz Encore Action West	361
Starz Encore Black	358/858 HD
Starz Encore Black West	359
Starz Encore Classic	352/852 HD
Starz Encore Classic West	353
Starz Encore Español	363/863 HD
Starz Encore Family	362/862 HD
Starz Encore Suspense	356/856 HD
Starz Encore Suspense West	357
Starz Encore West	351
Starz Encore Westerns	354/854 HD
Starz Encore Westerns West	355
Starz In Black	344/844 HD
Starz Kids & Family	345/845 HD
Starz West	341
The Movie Channel	385/885 HD
The Movie Channel West	386
The Movie Channel Xtra	387/887 HD
The Movie Channel Xtra West	388

## Premium channels HBO

Network	Channel SD/HD
HBO	400/899 HD
HBO 2	402/902 HD
HBO 2 West	403/903 HD
HBO Comedy	408/908 HD
HBO Comedy West	409/909 HD
HBO Family	406/906 HD
HBO Family West	407/907 HD
HBO Latino	412/912 HD
HBO Signature	404/904 HD
HBO Signature West	405/905 HD
HBO West	401/901 HD
HBO Zone	410/910 HD
HBO Zone West	411/911 HD

## Premium channels EPIX

Network	Channel SD/HD
EPIX	395/895 HD
EPIX 2 HD	896 HD

## Premium channels Cinemax

Network	Channel SD/HD
Action Max	424/924 HD
Action Max West	425
Cinemax	420/920 HD
Cinemax West	421/921 HD
Five Star Max	430/930 HD
MAX Latino	429/929 HD
More Max	422/922 HD
More Max West	423/923 HD
Movie Max	428/928 HD
Outer Max	431/931 HD
Thriller Max	426/926 HD
Thriller Max West	427

## Premium channels Other

Network	Channel SD/HD
here!	445

## Spanish language

Additional subscription required.

Network	Channel SD/HD
Antena 3 HD	1515 HD
AyM Sports	1535
BabyFirst	765 HD
Bandamax Estados Unidos	1663
beIN Sports en Español	1538
Boomerang	258/1725
Canal 22	1646
Canal Once	1567
Canal SUR	1549
Centroamérica TV	1703
Cine Estelar	1688
Cine Latino	1685
Cine Mexicano	1686
Cine Nostalgia	1687
CNN en Español	1540
De Película	1680
De Película Clásico	1681
Discovery en Español	1563/1558 HD
Discovery Familia	1702/1701 HD
Disney XD	1722
Dominican View	1548
Ecuavisa Internacional	1512
ESPN Deportes	1520/1537 HD
EWTN Español	1741
FOROTv	1551

<b>Network</b>	<b>Channel SD/HD</b>
Fox Deportes	1521/1534 HD
Galavisión	1503
Gran Cine	1683
History Channel en Español	1561
HITn	1648
Hola TV	1579 HD
Milenio Television	1550
Multimedios TV	1511/1516 HD
Nat Geo Mundo	1564
Nuestra Tele	1705
Pasiones	1583
Semillitas	1721 HD
Supercanal	1507
SUR Peru	1510
TBN Enlace USA	1740
Tele El Salvador	1509
Tele N	1590
Telehit	1662
Telehit Musica	1664
Telemicro Internacional	1513
TeleRitmo	1666
Televisión Dominicana	1506
Tr3s: MTV	1660
TUDN	1524/1539 HD
TV Chile	1704
TVE Internacional	1560
TyC Sports	1536

<b>Network</b>	<b>Channel SD/HD</b>
Ultra Cine	1690
Ultra Clásico	1693
Ultra Fiesta	1670
Ultra Film	1691
Ultra Luna	1585
Ultra Mex	1692
Universo	275/775 HD
Univision tNovelas	1584
Viendo Movies	1689 HD
WAPA América	1508

## **Subscription sports**

Due to COVID-19, many sports leagues continue to be impacted and game schedules are subject to change. Sales of subscription sports plans are subject to change.

<b>Network</b>	<b>Channel SD/HD</b>
MLB Extra Innings or NHL Center Ice	1461–1474 HD
NBA League Pass or MLS Direct Kick	1450–1459 HD

## Sports pass

Network	Channel SD/HD
beIN Sports HD	805 HD
Longhorn Network	320
MAV TV	810 HD
MLB Network Strike Zone	834 HD
NFL RedZone	335/835 HD
Pursuit	818 HD
Sportsnet New York National	96
Stadium College Sports Atlantic HD	812 HD
Stadium College Sports Central HD	813 HD
Stadium College Sports Pacific HD	814 HD
TVG	315/815 HD
TVG2	316
Willow Cricket HD	806 HD
YES National HD	595 HD



### Fios TV Local Channels & Regional Sports Networks

Visit [verizon.com/info/channel-lineup/](http://verizon.com/info/channel-lineup/) to use the Fios channel lineup tool to check your package for availability of Fios TV Local Channels & Regional Sports Networks.



Verizon Fios TV channels are subject to change. For a complete listing of all the Verizon Fios TV channels available in your area, visit [verizon.com/fiostvchannels](http://verizon.com/fiostvchannels). <sup>‡</sup>Viewing of 4K channels requires compatible equipment and cables, including a Fios TV One set-top box. Select 4K content is available based upon your Fios TV package. <sup>†</sup>This is a nationally available channel within the Ultimate HD package, outside of the state of NY and parts of NJ only. This channel is not to be confused with the Regional Sports Network offered by this provider within the state of NY and select parts of NJ. <sup>\*</sup>SEC Network Overflow feed availability varies by region. Not all plans are available to all customers. Programming services offered within each package are subject to change, and not all programming services will be available at all times. Blackout restrictions also apply. A 30-day minimum billing period may be required. ©2022 Verizon.

# Consumer Fios TV rate card & plans

**verizon**<sup>✓</sup>

Rates are effective as of  
February 25, 2023.

## Digital service<sup>1,4</sup>

<b>Fios Mix &amp; Match TV plans</b>	<b>Monthly price</b>
Fios Local TV	\$70
Fios TV Test Drive	\$85
Your Fios TV	\$85
More Fios TV	\$109
The Most Fios TV	\$129
Fios TV Mundo	\$109
Fios TV Mundo Total	\$129
Your Fios TV Spotlight Package	\$85

<b>Other Fios TV consumer plans</b>	<b>Monthly price<sup>5,7</sup></b>
Fios TV Local	\$25
Custom TV Kids & Pop	\$64.99
Custom TV Sports & News	\$64.99
Custom TV Action & Entertainment	\$64.99
Custom TV News & Variety	\$64.99
Custom TV Lifestyle & Reality	\$64.99
Custom TV Infotainment & Drama	\$64.99
Custom TV Home & Family	\$64.99
Fios TV Preferred HD	\$74.99
Fios TV Extreme HD	\$79.99
Fios TV Ultimate HD	\$89.99

<b>Subscription sports season plans</b>	<b>Price</b>
Sales of subscription sports plans are subject to change due to COVID-19. Updates will be provided as soon as more information is made available.	
MLB Extra Innings	\$139.99
NHL Center Ice	\$99.99

<b>Subscription sports season plans (cont'd)</b>	<b>Price</b>
NBA League Pass	\$149.99
Availability of early-bird, half-season and playoff options for the plans above are subject to change due to COVID-19. Seasonal sports plans auto-renew; customer notice will contain cancellation instructions.	
<b>Premium sports channels</b>	<b>Monthly price</b>
Many sports leagues continue to be impacted by COVID-19 and game schedules are subject to change. Updates will be provided as soon as more information is made available.	
Sports Pass	\$14
Fox Soccer Plus	\$14.99
<b>Premium services &amp; plans</b>	<b>Monthly price</b>
Choose from Cinemax®, MGM+, HBO®/HBO Max™, SHOWTIME® and STARZ®/ENCORE®	
One Premium service	\$15
Two Premium services	\$25
Three Premium services	\$30
All five services	\$40
International language packages <sup>2</sup>	Monthly price varies
<b>On-demand</b>	<b>Price</b>
International premium channels	Monthly price varies
On-demand movies and games	Varies
On-demand subscriptions	Monthly price varies
Pay per view	Varies
<b>Equipment</b>	<b>Monthly price</b>
CableCARD	\$10
Digital Adapter	\$10

<b>Equipment (cont'd)</b>	<b>Monthly price</b>
TV connections (per set-top box or streaming TV device)	
First 2 TV connections	Each \$12
TV connections 3-5	Each \$6
6+ TV connections	No additional charge
Streaming device connection bundle	\$20
Fios Router <sup>6</sup>	\$18 rental, \$299.99 purchase
Verizon Router <sup>6</sup>	\$18 rental, \$399.99 purchase
<b>Recording services</b>	<b>Monthly price</b>
DVR service	\$12
Multi-room DVR enhanced service	\$20
Multi-room DVR premium service	\$30
<b>Initial installation</b>	<b>One-time charges</b>
Fios TV setup — activation of existing outlets up to the number of set-top boxes ordered	\$99
Fios TV setup — activation of existing outlets and any new outlets needed, up to the number of set-top boxes ordered	\$160
New outlet install/existing outlet relocation (per outlet) not covered in setup charge	\$60
<b>Subsequent installations/charges</b>	<b>One-time charges</b>
Agent assistance fee (for payment arrangements)	\$10
Tech visit charge (additional charges may apply)	up to \$100
New outlet install/existing outlet relocation (per outlet) not covered in setup charge	\$60
Service charge <sup>3</sup>	up to \$100
Set-top box return with equipment drop-off at Verizon authorized locations or The UPS Store locations with prepaid mailer	Free

<b>Subsequent installations/charges (cont'd)</b>	<b>One-time charges</b>
Set-top box add/upgrade drop ship charge	\$25
TV equipment upgrade charge	\$50
TV equipment technician install	up to \$100
<b>Other services and charges</b>	<b>One-time charges</b>
Seasonal service suspension (charged at initiation, 1-9 months)	\$50
Fios TV service suspend for non-payment	\$50
Fios replacement remote	\$15
Fios TV Voice Remote	\$24.99
Unreturned/damaged — Fios Router	\$175
Unreturned/damaged — Fios Quantum Gateway Router	\$100
Unreturned/damaged — Verizon Router	\$200
Unreturned/damaged — CableCARD	\$70
Unreturned/damaged — Digital Adapter	\$90
Unreturned/damaged STB — Standard definition	\$160
Unreturned/damaged STB — Video media client	\$115
Unreturned/damaged STB — Fios TV One Mini	\$115
Unreturned/damaged — Fios service unit	\$210
Unreturned/damaged STB — High definition	\$190
Unreturned/damaged STB — SD digital video recorder (DVR)	\$330
Unreturned/damaged STB — HD digital video recorder (DVR)	\$260
Unreturned/damaged STB — Video media server	\$375
Unreturned/damaged STB — Fios TV One	\$375

1. Not all plans are available to every customer. Equipment may be required (see equipment prices section). Listed monthly prices do not include equipment charges. Unless otherwise provided in the Terms of Service, Verizon-supplied equipment must be returned if the service is terminated or an unreturned equipment charge will apply. A charge also applies for damaged equipment.
2. Some international language packages cannot be combined with La Conexión/Fios TV Mundo Total/Fios TV Mundo.
3. A charge may be assessed when a technician determines the issue is related to a customer's equipment or wiring.
4. Rates shown are for new subscribers only and vary based on plan and payment options; rates for existing subscribers may also vary based on subscriber tenure. Equipment does not have a varied rate based on subscriber tenure. Rates do not include taxes, and for certain plans do not include: fees, franchise fees and other charges paid to federal, state and local governments or other applicable fees.
5. A Regional Sports Network Fee of up to \$8.89 applies monthly to Custom TV (with Sports & News, News & Variety or Home & Family), Fios TV Preferred HD, Fios TV Extreme HD, Fios TV Ultimate HD, Fios TV Mundo Total and Fios TV Mundo plans.
6. A single rental charge applies per account.
7. A broadcast fee of up to \$11.49 applies monthly to Custom TV (with Sports & News, News & Variety or Home & Family), Fios TV Preferred HD, Fios TV Extreme HD, Fios TV Ultimate HD, Fios TV Mundo Total, Fios TV Mundo and Fios TV Local.

Service/program availability varies by location and the number of channels within each plan is an approximation and is subject to change. Not all plans are available to all customers. Pricing applies to residential use only within the United States and is subject to change.

Services are subject to the Terms of Service, which include limitations of liability and single arbitration. These terms, and the current version of this rate card can be found at [verizon.com/terms](http://verizon.com/terms).

**verizon**✓

Fios TV C-Rates 2-23  
© 2023 Verizon

Bill Date: December 9, 2022

## Ways to pay

- Via the My Fios app
- Online at [verizon.com/PayOnline](http://verizon.com/PayOnline)

You're enrolled in auto pay:

**\$173.40**

Auto pay date Dec 30

### ↑ This month's charges

Fios Internet, TV & Phone Bundle	\$100.99
Services, Equipment & Discounts	\$38.99
Fees & Other Charges	\$33.42
<b>Total Due by January 3</b>	<b>\$173.40</b>

### Offers & benefits

#### Mobile Discount

Just for Fios internet customers You can save up to \$10/line/mo. off of 5G mobile Unlimited plans Call 800.321.8847

#### Movies On Demand

Get the latest in entertainment On Demand. Watch the historical epic The Woman King, psychodrama God's Creatures and horror film Barbarian. There's also Lyle, Lyle, Crocodile and Confess, Fletch. Just go to On Demand on your TV or PC to buy or rent these and other movies.

Pay online at [verizon.com/PayOnline](http://verizon.com/PayOnline)

Auto Pay Amount: \$173.40 120922

Auto Pay Scheduled - Do Not Send Payment

WESTBOROUGH MA 01581-2039



V5 550513992000105 000000000000 000000173401

## Your Discounts

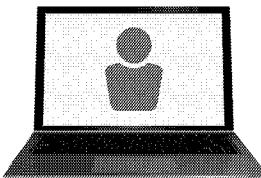
	Price	Your Discounts	Amount You Pay	
<b>Bundle Discounts</b>				<b>Discount Details</b>
Fios Internet 75/75	65.00	-40.00	25.00	\$40 discount has no current expiration.
Custom TV, Home & Family	60.99	-15.00	45.99	\$15 discount has no current expiration.
Fios Digital Voice Unlimited	30.00		30.00	
<b>Bundle Price</b>	<b>\$155.99</b>	<b>-\$55.00</b>	<b>\$100.99</b>	
<b>Services Equipment Discounts</b>				<b>Discount Details</b>
Verizon Connections Discount		-10.00		\$10 TV discount has no current expiration.
Auto Pay and Paper Free Discount		-10.00		\$10 TV discount has no current expiration.
<b>Subtotal</b>			<b>-\$20.00</b>	
<b>Discounts This Month</b>			<b>-\$75.00</b>	

Discounts have been applied to the Total Due shown on page 1.

## Verizon Fast Facts

### My Verizon

Managing your Verizon services is easy with My Verizon. You can add or change services, review and pay your bill, update your email address, create sub-accounts and more. Register at [verizon.com/myverizon](http://verizon.com/myverizon) to get started.



### Frequently Asked Questions

#### How can I review my bill in more detail?

Review your bill at [verizon.com/billview](http://verizon.com/billview). Select 'View Details'.

#### How do I sign up for paper free billing?

You can enroll in paper free billing at [verizon.com/PaperFree](http://verizon.com/PaperFree).

#### If a credit or adjustment is applied, where do I find this on my bill?

Credits and Adjustments are located on page 3 of your bill. It may take up to two billing cycles for credits to be applied to your account and appear on your bill. You can also visit [verizon.com/BillView](http://verizon.com/BillView). Select 'History' and then 'Payment History'. You will see options for active investigations and any credits granted.

Bill Date: December 9, 2022

## Ways to pay

- Via the My Fios app
- Online at [verizon.com/PayOnline](http://verizon.com/PayOnline)

## Details of Payments

### Payments

Previous Balance	173.40	
Payment Received - Thank You	<u>173.40</u>	11/30
<b>Balance Forward</b>	<b>\$0.00</b>	

Payment activity since last bill date.

## Details of Charges

Includes discounts shown on page 2.

### Fios Internet, TV & Phone Bundle

Your bundle includes Fios Internet 75/75, Custom TV Home & Family and Fios Digital Voice Unlimited

**Bundle Price** **\$100.99** 12/10 - 1/9

Your monthly price after the discounts shown on page 2 were applied.

### Services, Equipment & Discounts

#### Services

Internet Security Suite/up to 3 computers	7.99	11/19 - 12/18
Multi-Room DVR Service	15.00	12/10 - 1/9

#### Equipment

Rent: Fios Quantum Gateway Router	12.00	12/10 - 1/9
Rent: HD Set-Top Box 2	24.00	12/10 - 1/9

#### Discounts

Verizon Connections Discount	-10.00	12/10 - 1/9
Auto Pay and Paper Free Discount	<u>-10.00</u>	12/10 - 1/9

Equipment and additional services to personalize your Fios service.

#### Subtotal

**\$38.99**

### Fees & Other Charges

#### Taxes, Governmental Fees & Surcharges

MA State Sales Tax	3.90
911/Disability Access Fee	1.50

Includes both Verizon fees and governmental taxes and fees. For details, visit [verizon.com/taxesandfees](http://verizon.com/taxesandfees).

#### Verizon Surcharges & Fees

Federal Universal Service Fee	5.81
PEG Grant Fee	3.35
Verizon Property Tax Recovery Charge	2.29
License Fee	.11
Regulatory Recovery Fee - Federal	.09
Fios TV Broadcast Fee	6.49
Regional Sports Network Fee	8.89
FDV Administrative Charge	<u>.99</u>

#### Subtotal

**\$33.42**

## Total Due

**\$173.40**

## **Important**

### **It's Easy to Pay Your Verizon Bill with Your Fios TV Remote Control**

You just need to be registered on [myverizon.com](http://myverizon.com) and have a saved payment method

Follow these easy steps:

Set up a Parental/Purchase Control PIN by pressing Menu, Settings, System and Parental/Purchase Control

- Press Menu, Customer Support then My Account.
- Select Billing and Payment then View Account or Make A Payment and enter your Parental Control Pin
- Select Continue to view Account Summary
- Select Continue from Account Summary, then OK again to Pay Your Bill
- Select Payment Account, from your Payment Account, then press OK to submit
- A confirmation of your payment will display once the transaction is complete

## **Customer Notices**

### **Your Choices to Limit Use and Sharing of Information for Marketing**

You have choices about Verizon's use and sharing of certain information for the purpose of marketing new services to you. Verizon offers a full range of services, such as television, telematics, high-speed internet, video, and local and long distance services.

Unless you notify us as explained below, we may use or share your information beginning 30 days after the first time we notify you of this policy. Your choice will remain valid until you notify us that you wish to change it, which you have the right to do at any time. Verizon protects your information and your choices won't affect the provision of any services you currently have with us.

- Customer Proprietary Network Information

Customer Proprietary Network Information (CPNI) is information available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. If you don't want us to use or share your CPNI with our affiliates and agents for this purpose, let us know by calling us any time at 1.866.483.9700.

- Information about Your Credit

Information about your credit includes your credit score, the information found in your consumer reports and your account history with us. We may share this information among the Verizon family of companies for the purpose of marketing new services to you. If you don't want us to share this information among the Verizon family of companies for the purpose of marketing new services to you, let us know by calling us any time at 1.844.366.2879.

### **Electronic Fund Transfer (EFT)**

Paying by check authorizes us to process your check or use the check information for a one-time EFT from your bank account. Verizon may retain this information to send you

electronic refunds or enable your future electronic payments to us. If you do not want Verizon to retain your bank information, call 1.888.500.5358.

### **Late Payment Charge**

To avoid a late payment charge, pay the total due by Jan 11, 2023. For internet and phone, the late payment charge is \$9 or 1.5% of your total due, whichever is greater. For TV services, the late payment charge is 1.5%.

### **Service Providers**

Verizon MA provides regional, local calling and related features, other voice services, and Fios TV service, unless otherwise indicated. Verizon Long Distance provides long distance calling and other services identified by "VLD" in the applicable billed line item. Verizon Online provides Internet service and Fios TV equipment. Fios is a registered mark of Verizon Trademark Services LLC.

### **Local Franchise Authority - Fios TV**

Your FCC Community ID is: MA0421

## **Services**

### **Questions**

- Visit [verizon.com/Support](http://verizon.com/Support)
- 1.800.Verizon (1.800.837.4966)
- Customers with disabilities, call 1.800.974.6006 (voice or tty)

### **Closed Captioning Questions and Concerns?**

If you have a concern or complaint with closed captioning on a program, please call Verizon at 1.800.Verizon (1.800.837.4966). Written correspondence can be sent by email to [videoclosedcaption@verizon.com](mailto:videoclosedcaption@verizon.com), or by mail to Verizon, P.O. Box 16806 Newark, NJ 07101 Attn: Katie Barton, Supv.

### **Bankruptcy Information**

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

## VERIZON CUSTOMER AGREEMENT

**Thank you for choosing Verizon. In this Customer Agreement (“Agreement”), you’ll find important information and terms and conditions about your Verizon Services. PLEASE READ THESE AGREEMENT TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES AND CONTACT US IMMEDIATELY AT 1-800-VERIZON TO TERMINATE THEM.**

This Agreement establishes the terms and conditions under which you, the Subscriber (“you,” “your” or “Subscriber”) agree to use Fios Internet and/or Fios TV and/or Fios Home Phone (the “Services,” including Equipment, Content, and Verizon-branded and Third-Party software applications) and under which the Verizon Affiliates (“Verizon,” “us” or “we,”) identified in Exhibit A agree to provide the Services to you.

### NOTICE OF ARBITRATION AGREEMENT

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. IT REQUIRES THAT DISPUTES BE RESOLVED BY ARBITRATION, RATHER THAN CLASS ACTION LAWSUITS OR JURY TRIALS (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). PLEASE SEE SECTION 16 FOR MORE INFORMATION.**

#### 1. ACCEPTANCE OF AGREEMENT.

1.1 The Services terms and conditions are part of this Agreement. By accepting this Agreement, you or anyone accessing the Services are bound by these terms and conditions. Your acceptance of this Agreement begins when: (a) you accept this Agreement, either digitally or verbally, during the submission of your order; or (b) you commence the use of the Services. This Agreement will end when you or we terminate this Agreement as permitted in Section 10 below.

1.2 This Agreement includes specific elements of the Services or Term Services Offer plans, including the pricing, duration, any applicable Early Termination Fee (“ETF”), and Equipment pricing, all as described in the information made available to you when placing and confirming your order or activating your Services. This Agreement also includes Our Privacy Policy (<https://www.verizon.com/about/privacy/>) applicable to the Services and other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.

2. **DEFINITIONS.** If a term is not defined in this Agreement, you agree that it shall be construed in accordance with customary usage in the telecommunications industry. The words “shall” and “will” are mandatory, and the word “should” expresses an expectation, but is not mandatory, and the word “may” is permissive. In addition, the following definitions shall apply:

2.1 **Charges.** Charges may include, without limitation, fees for Services, Equipment, Transactional Charges, taxes and other governmental fees, as well as charges such as video franchise fees, video franchise related costs, regional sports network fees, broadcast fees, account activation and installation charges, surcharges, reactivation fees, customized setup and installation fees, late payment fees on past-due balances, agent assistance fees for making payment arrangements through a Verizon call center representative, collection fees, returned payment fees, Early Termination Fees, Unreturned

Equipment Charges, and other nonrecurring charges. Certain Charges such as taxes and other governmental fees, franchise fees, Public, Educational and Government (“PEG”) channel fees, video franchise related costs, regional sports network fees, and broadcast fees, may change one or more times during the term of your Services plan. Charges may also include fees, taxes and related costs for third-party services to which you subscribe and agree to have included on your Verizon bill.

2.2 Content. Content provided by Verizon, by its third party licensors or suppliers, by Public Education or Government Access Channel entities, or by Leased Access entities and accessible through the Services, including without limitation images, photographs, animations, video, audio, music, and text in any format. This includes over-the-top (“OTT”) or streaming video programming, gaming, and other online streaming Services from third-party providers that may be offered with Fios TV and Fios Internet Services. Content also includes free, purchased, rented and live-streamed On Demand and Pay-Per-View services which for which we may charge an additional fee.

2.3 Early Termination Fee (“ETF”). A fee Verizon may charge if you cancel your Service(s) under a services plans with a minimum term commitment, pursuant to Section 10.

2.4 Equipment. Equipment includes Verizon-provided digital adapters; television set top boxes, digital video recorders video media servers, IP client boxes; peripheral devices; routers; extenders; or optical network terminals. Equipment includes a router or extender you may purchase from Verizon or a third party. Equipment does not include any Other Devices that you attach to use with the Services, or Retired Equipment. The Equipment provided by Verizon for use with the Services may be new or refurbished.

2.5 Fios TV Content. Content provided as part of and included with the Services, including, without limitation, images, photographs, animations, video Content, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. Fios TV Content includes content provided by Verizon or its third-party licensors or suppliers and delivered over the managed Fios video network.

2.6 Force Majeure. Force majeure events are events that are beyond Verizon’s control, including but not limited to: acts of God, fire, flood, riot, extreme weather events, explosions or other catastrophes, epidemics or pandemics; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Verizon, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing Services in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, supply chain and material shortages or unavailability, strikes, lockouts, or work stoppages. Force Majeure events may be a one-time occurrence or may be an event occurring for a continued period of duration.

2.7 Home Network. Interconnected electronic equipment or Other Devices, such as routers, Wi-Fi extenders, set-top boxes, Internet of Things (“IoT”) devices, or streaming boxes. Interconnected equipment or Other Devices may be connect via Ethernet cable, coax, or Wi-Fi and are able to connect to the Internet and transmit and/or receive data between them. Your Home Network can support:

2.7.1 Primary Network. The Primary Network is designed to provide internet connectivity and a Local Access Network to your devices and shared files with a connection via Ethernet cable, coax, or Wi-Fi.

2.7.2 Guest Network. The Guest Network is designed to provide internet connectivity to your guests via 2.4 GHz Wi-Fi but restricts access to your primary network and shared files. The primary network and the guest network are separated from each other through firewalls.

2.7.3 IoT Network. The IoT Network is designed to improve the onboarding experience of Internet of Things devices via the 2.4 GHz Wi-Fi and provide internet connectivity and has access to other devices on the Primary Network.

2.7.4 Self Organizing Network. Self-Organizing Networks (“SON”) significantly improve Wi-Fi performance by automatically identifying and fixing Wi-Fi problems. Connected devices can move seamlessly between 2.4 GHz and 5 GHz Wi-Fi signals, and between access points if a Wi-Fi Extender has been added to your Home Network.

2.8 Fios Internet Service. Fios or High Speed Internet (“HSI”)-based Internet Service (whichever service to which you subscribe).

2.9 Other Devices. Devices you may use with the Services which are not classified as Equipment. By way of example, this includes but is not limited to monitors, televisions, gaming consoles, keyboards, laptops, CPUs, IoT devices, remote controls, mobile devices, equipment supporting Over The Top (“OTT”) or streaming video devices (examples like Apple TV boxes, Roku devices, Verizon Stream TV devices, or Amazon Firestick or FireCube), virtual assistant devices, power supply and related cords and cables for connectivity.

2.10 Premises. The physical locations where the Services are installed or delivered, which may include interior and exterior points of access.

2.11 Retired Equipment. Equipment that may have originally been provided by Verizon, but may no longer be subject to return to us or to Unreturned Equipment Charges. A list of Retired devices and additional details can be found at

<https://www.verizon.com/support/residential/internet/equipment/routers/other-equipment>. Verizon may modify this list at any time.

2.12 Services. Fios Internet Services, Fios TV Services, and/or Fios Home Phone Services, including, without limitation, all Content, Equipment, Verizon-branded and third-party software applications used in delivery or interaction with the Services, media or program guides, digital video recording capability and storage, software, technical support, and other features, products, and Services provided as part of and included with our television and internet Services, including Video On Demand Services and Pay-Per-View. The Services do not include regulated or copper-based voice telephony services, do not include non-Verizon branded streaming video or OTT video services, and do not include third-party smart device services. If you subscribe to Services, we may make Additional Services provided by Verizon or by third parties available to you as described in Exhibits C and E.

2.13 Software or Access Software. Verizon may provide software to run or access the Services or partner or Verizon apps in connection with the Services, which may be owned by Verizon or third party licensors, providers and suppliers. There may be an extra charge for some software supporting certain features.

2.14 Term Services Offer(s). A combination or “bundle” of Verizon Fios Services with one or more eligible video, voice or internet Services which may include a term commitment for a minimum amount

of time. Term Service Offers do not include equipment protection plans or other add-on services or subscriptions that may be offered by Verizon's third-party vendors or partners.

2.15 Third Party Charges. Charges separate and apart from Verizon Services Charges. These may include charges resulting from accessing internet-based services or purchasing products, services or subscriptions through interactive options available through the Services. Third party charges may include subscription fees, one-time fees, recurring monthly charges, and additional service and internet charges or fees from a wireless or internet service provider (which may be a third party or a Verizon Affiliate).

2.16 Transactional Charges. Charges incurred for options such as Equipment purchases, Video On Demand and Pay-Per-View Services.

2.17 Verizon Websites. Websites located at [verizon.com](http://verizon.com) and [myverizon.com](http://myverizon.com), which are comprised of various web pages, tools, information, software, content, and features operated by Verizon.  
(<https://www.verizon.com/about/terms-conditions/terms-of-use>)

### **3. NOTICE OF CHANGES TO THIS AGREEMENT.**

3.1 Changes to Agreement. The Current version of the terms of this Agreement shall be available on <https://www.verizon.com/terms>. From time to time, we will make revisions to this Agreement and to the policies relating to the Services, including revisions to the provisions that govern the way that you and Verizon resolve disputes. We may provide notice of such revisions in a digital or paper format. Revisions to the terms and conditions shall be effective on the date specified in the notice. You accept the revisions and agree to abide by them by continuing to use the Services. We will provide you with at least thirty (30) days' notice prior to the effective date of any increases to the monthly price of the Services or Term Services Offer plan (excluding other charges as detailed in Section 11).

3.2 Changes to Fios Internet and Fios Home Phone Services. We will provide notice of such revisions by posting revisions to the Website Announcements page [<https://www.verizon.com/support/residential/announcements>] sending an email to the email address that you provide to receive communications from us (your "Primary Email Address"), or such other method provided for in Section 14 of this Agreement. You agree to visit the Announcements page periodically and to check your email box to review any such revisions.

3.3 Changes to Fios Video Services. Notice will be available through the cable system on the Message Center located in the interactive media guide, on the Website Announcements page at <https://www.verizon.com/support/residential/announcements>, or on your bill. You agree to view the interactive media guide, the Verizon website or your bill periodically to review any such revisions.

### **4. SERVICE CHANGES.**

4.1 Modification. Subject to applicable law, we reserve the right to offer, change, rearrange, add, delete or otherwise modify the Services at any time, with or without prior notice to you. This includes changing, rearranging or otherwise modifying Term Services Offer packages, TV packages, the selections available in those packages, the Equipment, any Other Devices, and any other features, products, software, and services that we offer.

4.2 Restriction and Limitations. Verizon or its suppliers may, without notice or liability, restrict the use of any Services or limit time of availability of Services. Not all Services may be available in all areas.

## 5. USE OF THE SERVICES AND VERIZON WEBSITES.

5.1 Residential Use. The Services provided under this Agreement are solely for Subscriber's personal, residential use and Subscriber shall not use Services for any commercial purpose. Verizon, in its sole discretion, shall have the right to determine what constitutes residential use and may require you to obtain a commercial account. Your use of the Service(s) and Equipment may not cause harm to our network, may not be used to commit fraud or constitute an abuse of the Service(s) or Equipment and must comply with our Acceptable Use Policy which is set forth in Exhibit B to this Agreement.

5.2 Responsibility for All Use. You are responsible for all use of the Services, whether by you or someone using the Services with or without your permission. You agree not to use the Services, directly or indirectly, for any unlawful purpose, including without limitation, violation of copyright laws.

5.3 Lawful Use. You further agree that your use of the Services is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We, in our sole discretion, or any vendor or partner, may prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Services are used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using the Services at the Premises or at another location.

5.4 Managing Content. You understand and agree that not all Content may be suitable for all viewers, and users of the Services may have access to Content that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree it is your responsibility to impose any restrictions you determine appropriate to limit access to objectionable material, and you agree to supervise usage of the Services. We strongly recommend the use of commercially available content filtering software. You agree that we are not responsible to you or anyone else viewing content or information provided on, or accessed through, the services for any content that you or others may deem to be objectionable for any reason and you waive any claims against us for any injury or harm relating to such content or the viewing of content. You further understand and agree that we are not responsible for the information or materials accessible via the internet or through use of the services.

5.4.1 Tools and Third-Party content. Verizon may provide tools for you to manage access to certain Content, however tools may not be available to control all content on unregulated platforms or in all circumstances. Verizon does not control and is not responsible for third-party platform content.

### 5.5 Authorized Devices Registration and Restrictions on Streaming Content.

5.5.1. Restrictions on Users. There are restrictions on the number of registered authorized devices and on the number of concurrent streams of content being simultaneously consumed. You will need to download a compatible app to access Content. In order to register and deregister Authorized Devices, you may need to register an Other Device through a Verizon-provided application. Verizon may impose restrictions on the number of times you may de-register and re-register the same Authorized Other Device within a calendar year.

5.5.2 Limitation on Concurrent Streams. Verizon may limit the number of concurrent streams (including any streams delivered to the TV via a Fios TV set-top box) that are available from the same account at any one time. The maximum number of concurrent streams, the number of additional

streams that may be purchased, and the concurrent availability of the same content may vary. Streaming and downloading are available only in U.S. and U.S. territories.

5.6 **Gaming Services-Ownership, Licenses, and Restrictions.** Other Devices, Partner-provided gaming services and all software incorporated therein are protected by copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights. You may be granted a limited personal, noncommercial, nonexclusive, non-assignable, non-sublicenseable, and revocable license to access and use Other Devices and partner-provided gaming services for their intended uses during the time that you are receiving Services. You may not sell, resell, reproduce, distribute, display, perform, record, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, translate, publish, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code of, disassemble any software therein, attempt to disable or circumvent any digital rights management mechanism or other content protection measures, or otherwise use and exploit any part of the Other Devices and partner-provided gaming services. All rights not expressly granted to you herein are reserved. We may revoke this license at any time without notice.

5.7 **Screen Use.** Screen capturing and screen recording may not be permitted and may be unavailable or blocked, depending on authorization by respective owners. Functionality to share through social media, to text message, or to download Content may be intentionally blocked or may not be available as a service feature.

5.8 **Accessibility.**

5.8.1 **Alternative Billing Formats.** Verizon will provide bills in alternate media formats upon request at 1-800-974-6006, Monday–Friday, 8:30am–5:00pm. Additional accessibility information is available at <https://www.verizon.com/about/privacy/accessibility/overview>.

5.8.2 **Viewing Content.** Some scenes have a flashing effect that may trigger seizures or other symptoms for photosensitive viewers. Viewer discretion is advised.

## **6. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.**

6.1 **Software Use and Modifications.** We reserve the right through remote or other means to periodically update, monitor, upgrade, change or discontinue the Software used to support Equipment or Services and to make related changes to the settings and software on the Equipment, or on Verizon applications running on your associated Other Devices. You agree to permit such changes and access to the Equipment and your associated Other Devices. You may use the Software only in connection with the Services and for no other purpose.

6.2 **End User License Agreement.** Certain Software may be accompanied by an end-user license agreement (“EULA”) from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA, including any updates to EULA terms. To the extent any terms of a given EULA directly conflict with the terms of this Agreement, the terms of the EULA will apply.

6.3 **Software License.** For Software provided in relation to the Services but not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by us or our third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto) for the sole purpose of receiving the Services from us, and solely for as long as you are receiving Services from us. All

Software licensed to you hereunder is protected by copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights. You may not sell, resell, reproduce, distribute, display, perform, record, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, translate, publish, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code of, disassemble any software therein, attempt to disable or circumvent any digital rights management mechanism or other content protection measures, or otherwise use and exploit any part of the Software. All rights not expressly granted to you herein are reserved. We may revoke this license at any time without notice. Additionally, you agree that the Software is confidential information of Verizon or its third-party licensors and that you will not disclose or use the Software except as expressly permitted herein.

**6.4 Software Restrictions.** You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

**6.5 License Termination.** Your license to use the Software will remain in effect until terminated by Verizon or its third-party licensors, or until the Services are terminated. If any portion of the Services and/or Software is accessed after termination, you are bound by this Agreement and any terms and conditions incorporated by reference as they may be updated from time to time.

**6.6 Third-Party Terms.** If you subscribe to or otherwise use any third-party services offered by Verizon in connection with the Services, your use of such services may be subject to the separate service, EULA and privacy terms of that third-party provider. Violation of those terms may result in the termination of your Verizon Services. Such terms and conditions make Verizon (or all third parties) an intended third party beneficiary of the terms of service and include provisions in the terms of service stating, among other things and without limitation, that: (a) Customer is obtaining a license under copyright to the Services; and (b) Customer's use of the Services must be in accordance with the Usage Rules. Guidelines, rules, or licenses from Content providers and third party licensors contain terms and conditions in addition to those set forth in this Agreement. Any rights granted under this and any third party term and conditions are non-transferable and shall terminate upon breach by you. Upon termination all included Content and Services will be inaccessible to you. Verizon and any third parties shall exercise reasonable efforts to administer and enforce the terms and conditions referenced herein.

**6.7 Patents.** Certain software or technical information is licensed from third parties and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. All intellectual property rights not expressly granted in this Agreement are reserved by Verizon.

## **7. AUTHORIZED USER; PREMISES.**

**7.1 Legal Authority.** You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement.

7.2 Premises Access. You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Services and any Equipment. Entry is subject to applicable law. We will make reasonable efforts to accommodate building access and homeowner or condominium association policies, but you agree to be responsible for violations of these policies related to access to the Premises.

7.3 Right to Access. You acknowledge and agree that you are either an owner of, or legal tenant in, your Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Services.

## **8. PERSONAL DATA AND PRIVACY POLICY.**

8.1 Accepting this Agreement means that you also agree to our Privacy Policy, available at <https://www.verizon.com/about/privacy/>, which may be updated from time to time and describes the information we collect, how that information may be used and shared, and the choices you have about certain uses of information.

8.2 When you access and use third party services, including third party services which Verizon may make available as part of or in connection with your Services, you are subject to the terms of service and privacy policy issued by those third party providers when using their services. Verizon Terms of Service and Privacy Policies apply when you are using our Services and Equipment.

## **9. EQUIPMENT; MAINTENANCE AND OWNERSHIP AND RETURN OF EQUIPMENT.**

9.1 Use of Other Equipment and Devices. We do not represent that the Services will work correctly, or that all features will be available, if you access the Services using your own equipment, Retired Equipment, or Other Devices. We have no responsibility for the installation, operation, support, maintenance, or repair of any Other Devices, Retired Equipment, software, or Services that you choose to use in connection with the Services.

9.2 Verizon Ownership. Unless you have purchased your Equipment or we have designated the Equipment as Retired, you acknowledge and agree that at all times ownership of Equipment shall remain with us and that this Agreement allows you to use Equipment only in connection with your lawful receipt and use of the Services. You are responsible for Equipment which is lost, damaged by fire, water, theft or events of Force Majeure.

9.3 Reconditioned Equipment. We may, at our option, supply new or reconditioned Equipment. We will repair and maintain Equipment owned by us at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that Equipment will not be serviced by anyone other than our employees or our designated agents or representatives. You further agree not to tamper with or otherwise harm Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment or Other Devices, or software or firmware provided by Verizon in connection with the Services.

9.4 Equipment Pricing. Equipment may be priced separately from the price of the Services or Term Services Offer plan, and may not be subject to price protection applicable to the Services or Term Services Offer plan in a term agreement or promotional offer.

9.5 Software Updates. Verizon will from time to time push Software updates to Equipment, for example set top boxes and routers.

9.6 Equipment Return Policy. Equipment may be returned to Verizon as set forth below. These policies do not limit or supersede existing manufacturers' warranties.

9.6.1 Our Return Commitment. You may return any Equipment or Other Devices you purchased from us for any reason within thirty (30) days of purchase.

9.6.2 Return after termination of services. Except as set forth below, upon termination of Services, or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. If Equipment is affixed with a label which includes the following (or similar) message, "PROPERTY OF VERIZON. DO NOT REMOVE FROM PREMISES," then you must not remove the Equipment and you will not be assessed an Unreturned Equipment Charge as long as the Equipment is left in place in reasonable condition.

9.6.3 Return of Defective Equipment. Within one year of Equipment purchase or activation, whichever is earlier, you must contact us to return any defective equipment. If you return Equipment, we may replace it with a new or refurbished item, or we may refund payment for purchased Equipment.

9.6.3.1 Verizon's sole obligation to you under its Return Policy <https://www.verizon.com/return-policy.pdf> shall be to replace or repair any qualifying Equipment, subject to the limitations set forth in this section and otherwise set forth below, the returning of defective equipment or requests for repair or replacement Equipment will not apply in the following circumstances:

9.6.3.1.1 The Equipment is sent, or otherwise taken, outside of the United States.

9.6.3.1.2 Equipment that is not connected to the Fios network, as applicable, so that remote diagnostics can be attempted.

9.6.3.1.3 With the exception of Reconditioned Equipment provided directly from Verizon, if you are not the original owner of the Equipment and the Equipment has either not yet been paid for in full or has been reported as stolen to Verizon by the original owner or a subsequent owner.

9.6.3.1.4 You are more than sixty (60) days past due on any of your payment obligations in connection with any Verizon service.

9.6.3.1.5 Where you alter, repair, or improperly handle the Equipment.

9.6.3.1.6 There is damage or other equipment failure where you do not maintain the Equipment according to the owner's manual; or you improperly store, ventilate, connect, or reconfigure, or place the Equipment. (Equipment must be placed in an area that complies with the manufacturers published space, electrical grounding, or environmental requirements).

9.6.3.1.7 Equipment is abused, vandalized, stolen, damaged by fire, water, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, acts of God or other Force Majeure events.

9.6.3.1.8 You use the Equipment in a manner inconsistent with its design, the owner's manual, if any, or the way the manufacturer intended the equipment to be used.

9.6.3.1.9 You use the Equipment for any purpose other than your private non-commercial use.

9.6.3.1.10 The Equipment has cosmetic damage such as, but not limited to, scratches, dents, rust, or stains.

9.6.3.1.11 The Equipment is Retired subject to Section 9.6.5.

9.6.3.1.12 The Equipment runs any software not provided by Verizon or its immediate partners, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.

**9.6.4 Failure to Follow Return Policy.** Failing to return Equipment owned by us within thirty (30) days as instructed by Verizon, or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of Unreturned Equipment Charge(s) for each piece of unreturned equipment. Unreturned Equipment Charges may be substantial. The list of Unreturned Equipment Charges is at <https://www.verizon.com/support/residential/equipment-return> which is updated from time to time. You are responsible for reviewing updates to the page. You also may be required to pay certain Equipment-related fees, such as restocking and/or exchange fees, upgrade fees, surcharges, and taxes.

**9.6.5 Retired Equipment.** With the exception of set top boxes and Optical Network Terminals (“ONTs”), ownership of Retired Equipment reverts to you when Verizon designates Equipment as Retired Equipment. Verizon may provide limited or no support for Retired Equipment. If you continue to use Equipment after Verizon designates it as Retired, you may not receive software-based equipment feature and security updates, which may impair the delivery of services.

## **10. TERMINATION OF SERVICE; TERMINATION FEES.**

**10.1 Termination with Notice.** You or Verizon may terminate the Services at any time and for any reason by giving notice in accordance with the notice provisions set forth in this Agreement. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through the date of termination. Installation or setup fees paid at the initiation of the Services, if any, are not refundable. In the event Verizon determines fraud, abuse or other violations of law or this Agreement, we may terminate your Service(s) immediately with no Notice.

**10.2 Termination by Violation.** If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay an Early Termination Fee. We may, at our sole discretion, refuse to accept your subsequent request for Services following a termination or suspension of your use of the Services. If the Services are terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Services are reactivated.

**10.3 Early Termination Fee.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A TERM SERVICES OFFER PLAN WITH A MINIMUM TERM COMMITMENT, VERIZON MAY ASSESS AN EARLY TERMINATION FEE IN THE EVENT YOU CANCEL ALL OR ANY COMPONENT OF THE TERM SERVICES OFFER OR IF VERIZON TERMINATES THE SERVICES UNDER SECTION 10.2. YOU AGREE TO PAY VERIZON THE EARLY TERMINATION FEE SET FORTH IN THE TERM SERVICES OFFER PLAN YOU HAVE CHOSEN.

## **11. PRICING AND PAYMENT.**

You agree to pay us in consideration for your receipt or use of the Services, including any Third Party services which may be included as part of a Term Services Offer package or charges for Third Party services integrated into your Verizon bill, and any Equipment or Software.

11.1 Service Fees. Billing for Services will begin automatically:

11.1.1 Upon installation or activation of Services (i) if the Services are installed by Verizon or (ii) on the Due Date established by Verizon (after Equipment has been delivered) if the Services are self-installed by you. Billing will continue until the Services are terminated in accordance with Section 10 of this Agreement.

11.1.2 Certain products and Services or discounts on products and Services, including but not limited to Bundled products and Services, may require you to elect a paperless billing option and/or payment by a specific credit card or other payment option or may require you to link your Services with other Verizon-provided services. You will begin receiving any discount associated with a Term Services Offer plan once all the Term Services Offer have been installed.

11.1.3 Regular Services and Equipment charges are billed each month in advance. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Services are terminated.

11.1.4 Transactional Charges are billed after the applicable Service or feature has been ordered or provided to you. You may also be required, based on your ordering and payment history, to provide pre-billing statement payment by credit card or such other payment method as we may designate for Transactional Services. If you want to use a credit card to purchase or rent On Demand titles or events, you are required to have a current and active credit card on file, and to have created an Account through <https://www.verizon.com/home/myverizon/>.

11.1.5 You agree to pay all applicable Charges for Services and Equipment by the due date set forth in your monthly invoice. Charges may be changed at any time. Changes to Charges for Verizon Services are subject to the provision of prior notice to you as required by law. The substantive laws of Pennsylvania shall be applied to disputes related to checks tendered as payment in full for less than the full balance due, consistent with Section 17.3 of this Agreement.

11.1.6 You agree that you are solely responsible for any purchases or other transactions made through, using, or in connection with the Services, including any on demand or pay-per-view purchases.

11.1.7 Your billing statement may also contain other Verizon Charges, taxes and fees as well as third-party Charges, and any applicable Termination Fees required in accordance with Section 10 of this Agreement and the specific terms of your service package. You agree to pay all Charges, taxes and fees by the due date set forth in your billing statement. The waiver of any fees or charges is at our discretion.

11.1.8 If you cancel any component of a Term Services Offer plan, the monthly charges for the remaining Services on your account may automatically convert to the applicable existing non-discounted monthly Services rate.

11.1.9 Plans with Minimum Terms. If you subscribe to a Term Services Offer plan with a term commitment, you agree to maintain such Services for the minimum term of that plan. At the end of your term, you may be given the option to select a new Term Services Offer plan. If you do not select a new Term Services Offer plan, your account will automatically convert to a month-to-month plan at a

monthly fee that may be higher than your current rate. If you subscribe to a new Term Services Offer plan, the terms of that plan will apply.

11.1.10 Third-Party Charges. You acknowledge and agree that you may incur and are solely responsible for any Third-Party Charges, including all applicable taxes, regardless of whether such charges appear on your Verizon bill or a Third-Party bill. In addition, you are solely responsible for protecting the security of credit cards and other personal information provided to others in connection with such transactions.

11.1.11 Automatic Renewal of Services. Term Services Offer(s) and Third-Party Services may automatically renew at the end of the initial Term. Subject to applicable law, each Term shall automatically renew for subsequent periods of the same length as the initial term unless either you or Verizon gives the other written or electronic notice of termination at least thirty (30) days, but no more than sixty (60) days, prior to the expiration of the then current term. To cancel any Services or Term Service Offers, you may contact us by phone or mail as detailed at <https://www.verizon.com/support/contact-us/>. Certain Term Services Offers or Third-Party Services may include a trial period commencing at the beginning of the agreed upon Term. If you decide during the trial period that the Term Services or Third-Party Services are no longer needed or wanted, you must contact us and the provider of the Third-Party Services to cancel the Services at least twenty (24) hours before the free trial ends.

11.1.12 Late Fees. If Verizon does not receive your payment on time, we may charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat \$9 per month, whichever is greater, if allowed by law in the state of your billing address. Late fees for Third-Party Services are or may be subject to Third-Party Service(s) terms and conditions.

11.1.13 Nonpayment. You will be billed monthly for your Verizon Services. If any portion of your bill is not paid by the due date, Verizon may terminate or suspend the Services without notice. If Verizon uses a collection agency or commences legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees. If you fail to pay on time and Verizon refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. There will be calculated at the maximum percentage permitted by applicable law, not to exceed eighteen (18) percent.

11.1.14 If Verizon suspends your account for non-payment, we may also suspend your access to subscribed Value-Added Services and third-party Content, apps, and services.

11.2 Customer Deposits. We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Services. We may also require an additional Customer Deposit after activation of the Services if you fail to pay any amounts when due hereunder or seek to upgrade the Services. We may apply Customer Deposits against any unpaid amounts at any time. Within ninety (90) days of termination of Services, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

11.3 Questions about Your Billing Statement. You will automatically receive an online bill, which you should access through your My Fios account. You may request a paper version (non-digital) of your bill. Verizon may charge a fee for paper bills as may be permitted by applicable laws. It is important to

review your bill carefully each month, as it may contain important messages regarding your Services, as well as your current charges and any past-due amounts. Subject to applicable law, if you intend to dispute a charge on your billing statement, you must contact us within sixty (60) days of your billing date if you receive the bill in question. The undisputed portion of your billing statement must be paid by the due date to avoid a late fee and possible suspension or termination of the Services.

11.4 Payments. Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments, or other recognized form of payment method we may designate. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or charge your credit card or Verizon Services bill (where available). If you elect to be billed on your Verizon bill, by using the Services, you agree to have all Services charges included on your bill. If you subscribe to a Term Services Offer plan, then all of the Term Services Offer must be billed on your Verizon Services bill.

11.5 Consents Regarding Credit. We may evaluate your credit history before modifying or providing you Services, or to review your account to ensure you continue to meet the terms of the account. In order to establish and maintain an account with us and/or obtain or modify the Services, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. **We may report information about your account to credit bureaus. Your payment history – such as late payments, missed payments, or other defaults on your account -- may be reflected in your credit report.**

11.6 Complaint Procedures. If you have any concerns regarding customer service, billing, or service quality, please contact us via the methods set forth in your monthly invoice or in the "Contact Us" section of [verizon.com](http://verizon.com). When you contact us, please explain the nature and history of the problem. We will try to promptly resolve your concern. If we are unable to resolve your concern, we will notify you that we are unable to do so and explain the reason why.

## **12. WARRANTIES AND LIMITATION OF LIABILITY.**

12.1 Disclaimer of Warranties. We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service(s). We do not warrant that your Equipment will work perfectly, will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.

12.2 Waivers and Limitations of Liability. You and Verizon both agree to limit claims against each other solely to direct damages. That means neither of us will claim any damages that are indirect, special, consequential, incidental, treble, or punitive. For example, disallowed damages include those arising out of a Service or Equipment failure, unauthorized access or changes to your account or Services or Equipment, or the use of your account or Equipment by others to authenticate, access or make changes to a third-party account, such as a financial account or Third-Party Service account, including changing passwords. This limitation and waiver will apply regardless of the theory of liability. It also applies if you bring a claim against one of our vendor partners, content partners, or Third-Party Services partners, to the extent we would be required to indemnify the supplier for the claim. You agree we are not responsible for problems caused by you or others, or by any act of God. You also agree we are not

liable for missed or deleted voice mails or other messages, or for any information (like pictures) lost or deleted.

### **13. INDEMNIFICATION.**

13.1 You agree to defend, indemnify and hold harmless all Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Services, the Equipment, and any Other Devices used in connection with the Services (or the use of the Services or any such Equipment or Other Devices by anyone else), (i) in violation of applicable laws, regulations or this Agreement including, without limitation, infringement of copyrights or other proprietary rights; or (ii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property.

### **14. NOTICES AND CONTACT.**

14.1 Notice of Arbitration Claim. If either you or Verizon intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 60 days in advance of initiating the arbitration. Notice to Verizon of either arbitration or mediation should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. A copy of the Notice of Dispute form can also be found at [www.verizon.com/terms/disputes](http://www.verizon.com/terms/disputes). The notice must describe the nature of the claim and the relief being sought, in the manner directed in the applicable arbitration or mediation Section of this Agreement. Other notices required under this Agreement shall be provided by you by contacting us via the methods set forth in your monthly invoice or in the Contact Us section of [verizon.com](http://verizon.com).

14.2 Notice of a Billing Dispute. You must notify us within thirty (30) days of receipt of your bill if you disagree with any Charges on your Verizon bill. Please call 1 800 VERIZON.

14.3 Other Notices. Our notices to you shall be deemed given: (i) when sent by email to your Primary Email Address pursuant to Section 3; (ii) when delivered over the cable system; (iii) when deposited in the United States mail addressed to you at your last-provided mailing address; (iv) when hand-delivered to your Premises, as applicable or (v) when included in or with your billing statements to you, regardless of whether billing statements are mailed to you or you have elected a paperless billing option. We will provide thirty (30) calendar days advance notice of changes to your Service(s).

14.4 Additional Contact. Verizon, its affiliates, agents and service providers may at times contact you, including using your Primary Email Address, automatic telephone dialing systems, prerecorded or artificial voice message calls, and/or text messages at the telephone number(s) you have provided us, including a number for a cellular phone or other wireless device. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, home address, email address, debit/credit card, other banking information, mobile and residential telephone number) at <https://www.verizon.com/home/myverizon/>. We may place such calls or texts on matters related to the service we provide to you, including to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, (iii) provide you with technical assistance relating to products you have ordered or plan to order; (iv) to determine your satisfaction with our products and services; or (v) to collect a debt owed to us. You agree to be contacted using autodialed or prerecorded message calls, emails and text messages to carry out the purposes identified above, regardless of

whether you incur charges as a result. You further agree that we may share your Primary Email Address and phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We and our service providers will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes at the telephone number(s) you designate unless we receive your prior express written consent to do so. You agree that we may send you emails for marketing purposes, unless you inform us that you do not want to receive those types of emails. You may change the method by which you receive service communications, and fully or partially opt-out of marketing communications by accessing your online account preferences at <https://www.verizon.com/home/myverizon/>.

14.4.1 Communicating with You. By providing your email and/or telephone number(s) to us as a means of contacting you, you consent to receive emails or calls from us or our representatives to those landline and cellular telephone numbers or to the email address provided. We reserve the right to contact you at any of your telephone numbers or email address(s), in compliance with applicable federal and state laws. If you do not want to be contacted at a telephone number that you have provided, you agree to notify us.

## **15. VOLUNTARY MEDIATION.**

15.1 Verizon offers customers the option of participating in a free internal mediation program. This program is entirely voluntary and does not affect either party's rights in any other aspect of the dispute resolution procedures outlined above. In our voluntary mediation program, we will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If you would like to know more, or you would like to start the mediation process, please contact us at NoticeOfDispute@verizon.com or through Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920, for a Notice of Customer Dispute Form. A copy of the Notice of Dispute form can also be found at [www.verizon.com/terms/disputes](http://www.verizon.com/terms/disputes). Fill out and send the Notice of Dispute Form to us according to the directions on the form.

## **16. ARBITRATION OR SMALL CLAIMS ACTIONS.**

Our goal is customer satisfaction, but if there's an issue that needs to be resolved, this Section outlines what's expected of both of us. YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT AS DISCUSSED BELOW. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT INCLUDING ANY APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:

16.1 THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR

EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW Allows, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICES FROM US.

16.2 UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU WOULD LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR VERIZON CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER YOU OR VERIZON MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

16.3 THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

16.4 IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO NOTICEOFDISPUTE@VERIZON.COM OR TO VERIZON DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, VC54N090, BASKING RIDGE, NJ 07920. THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE VERIZON ACCOUNT HOLDER, THE ACCOUNT NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW VERIZON TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO YOU MUST SUBMIT A LETTER OR THE FORM AVAILABLE AT THIS LINK AUTHORIZING US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE

IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE VERIZON FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

16.5 WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANY TIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUE AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5000, THEN WE AGREE TO PAY YOU \$5000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

16.6 IF 25 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE WITH VERIZON RAISING SIMILAR CLAIMS, AND COUNSEL FOR THE VERIZON CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. COUNSEL FOR THE VERIZON CUSTOMERS AND COUNSEL FOR VERIZON SHALL EACH SELECT FIVE CASES TO PROCEED FIRST IN ARBITRATION IN A BELLWETHER PROCEEDING. THE REMAINING CASES SHALL NOT BE FILED IN ARBITRATION UNTIL THE FIRST TEN HAVE BEEN RESOLVED. IF THE PARTIES ARE UNABLE TO RESOLVE THE REMAINING CASES AFTER THE CONCLUSION OF THE BELLWETHER PROCEEDING, EACH SIDE MAY SELECT ANOTHER FIVE CASES TO PROCEED TO ARBITRATION FOR A SECOND BELLWETHER PROCEEDING. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS CLAUSE AND, IF NECESSARY, TO ENJOIN THE MASS FILING OF ARBITRATION DEMANDS AGAINST VERIZON.

16.7 AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

16.8 IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE.

16.9 IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## **17. GENERAL PROVISIONS.**

17.1 Survival. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of the Agreement, including, without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination. Surviving terms include but are not limited to terms related to use of any companion software or applications, EULAs, video content restrictions. Arbitration provisions, and Warranties.

17.2 Assignment. This Agreement and the Services and/or Equipment supplied by Verizon are not assignable or otherwise transferable by Subscriber, without specific written authorization from Verizon. At Verizon's discretion, Verizon may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Verizon affiliates. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy.

17.3 Applicable Law. Except as otherwise required by law, you and Verizon agree that the Federal Arbitration Act and the substantive laws of the state and local area in which your Premises is located (the "Service Jurisdiction"), without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or related in any way to the subject matter of this Agreement with the sole exception that the substantive law of Pennsylvania law shall apply to adjudication of disputes related to checks tendered as payment in full for less than the full balance due. **UNLESS YOU AND VERIZON AGREE OTHERWISE, YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN ARBITRATION OR SMALL CLAIMS COURT LOCATED IN THE SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT.** Except as otherwise required by law, including the Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever waived.

17.4 Waiver. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

17.5 Force Majeure. Verizon Parties shall not be liable for any delay or failure of performance or Equipment due to one or more Force Majeure events. Verizon will not provide notice of Force Majeure events.

17.6 **U.S. Government Restricted Rights.** Software and documentation is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government, its agencies and/or instrumentalities is subject to restrictions pursuant to FAR 12.211, FAR 12.212(a), DFARS 227.7202-1, DFARS 227.7202-3(a), and DFARS 252.227-7014(a)(1) as applicable. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government, its agencies and/or instrumentalities is subject to restrictions as set forth in FAR 52.227-19(b)(1) and (b)(2) (Dec 2007). Contractor/manufacturer is Verizon or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement. Any export of the Software is strictly prohibited.

17.7 Entire Agreement. This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and Verizon with respect to the subject matter

hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Verizon.

17.8 Global Trade Compliance. The Services, Equipment and software are intended for use within the United States. You acknowledge that the Services are subject to U.S. global trade compliance laws and regulations. You represent that you are not sanctioned under applicable U.S. sanctions laws. You will not use, export or allow a third party to use or export the Services Equipment and software in any manner that would violate applicable law, including but not limited to applicable sanctions and export control laws and regulations. You further agree to comply with U.S. export and trade laws concerning the export of any provided equipment and the transmission of any technology and/or technical data via the Services Equipment and software.

17.9 General Restrictions. You agree to follow all rules and policies applicable to the Services, including required or automated updates, modifications and/or reinstallations of Access Software or other software and obtaining available patches to address security, interoperability and/or performance issues. You also agree: (i) to comply with all applicable laws, rules and regulations when using the Services and accessing or viewing Content; and (ii) not to reverse engineer, decompile, disassemble or otherwise tamper with or modify any of the security features, usage restrictions or other Services components for any reason (or help anyone else to do so).

17.10 Incorporation by Reference. Terms in this Customer Agreement and Service Terms (Exhibits C through G) are not mutually exclusive and should be read together, as one agreement, inclusive of Exhibits A (Verizon Affiliates) and B (Acceptable Use Policy). In the unlikely event of a conflict of terms between this Customer Agreement and the Service Terms or the Acceptable Use Policy, the terms of the Customer Agreement prevail and govern.

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**EXHIBIT A**  
**VERIZON AFFILIATES**

Location	VERIZON AFFILIATE PROVIDING EXHIBIT D FIOS TV SERVICE, EXHIBIT C Section 5.3 INSIDE WIRE MAINTENANCE (IWM), AND EXHIBIT F FIOS HOME PHONE	VERIZON AFFILIATE PROVIDING EXHIBIT C FIOS INTERNET SERVICE, AND EXHIBIT C Section 5.4 VERIZON CLOUD SERVICES
Connecticut	Verizon New York Inc.	Verizon Online LLC
Delaware	Verizon Delaware LLC	Verizon Online LLC
Maryland	Verizon Maryland LLC	Verizon Online LLC
Massachusetts	Verizon New England Inc.	Verizon Online LLC
New Jersey	Verizon New Jersey Inc.	Verizon Online LLC
New York	Verizon New York Inc.	Verizon Online LLC
Pennsylvania	Verizon Pennsylvania LLC	Verizon Online LLC
Rhode Island	Verizon New England Inc.	Verizon Online LLC
Virginia (exceptions below)	Verizon Virginia LLC	Verizon Online LLC
Town of Dumfries, City of Chesapeake, City of Manassas, City of Manassas Park, Town of Occoquan, Prince William County	Verizon South Inc.	Verizon Online LLC

## EXHIBIT B

### ACCEPTABLE USE POLICY

1. General Policy: Verizon reserves the sole discretion to deny or restrict the Services, or immediately to suspend or terminate the Services, if the use of the Services by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").

2. Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of the Services. Without limiting the general policy in Section 1 of this Exhibit B, it is a violation of the Agreement and this AUP to:

- 2.1 access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing;
- 2.2 transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks;
- 2.3 intercept, interfere with or redirect email or other transmissions sent by or to others;
- 2.4 introduce viruses, worms, harmful code or Trojan horses on the Internet;
- 2.5 post off-topic information on message boards, chat rooms or social networking sites;
- 2.6 engage in conduct that is defamatory, fraudulent, obscene or deceptive;
- 2.7 violate Verizon's or any third party's intellectual property rights or other proprietary rights;
- 2.8 engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users;
- 2.9 generate excessive amounts of email or other Internet traffic;
- 2.10 use the Services to violate any rule, policy or guideline of Verizon;
- 2.11 use the Services in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or
- 2.12 download or use the Services in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce;
- 2.13 Knowingly or unknowingly interfere with or abuse our Network and Network Facilities, or with the functioning of the network and the Services provided over the network

3. Copyright Infringement/Repeat Infringer Policy. Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, under US copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act (DMCA), it is Verizon's policy to terminate the account of repeat copyright infringers in appropriate circumstances.

4. Verizon may, but is not required to, monitor your compliance, or the compliance of other Subscribers, with the terms, conditions or policies of the Customer Agreement, AUP, and applicable

Service Terms. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Services, including but not limited to content that violates the law, the Customer Agreement, this AUP, or applicable Service Terms or conditions.

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## EXHIBIT C

### FIOS INTERNET TERMS OF SERVICE

The following Service Terms for Fios Internet apply to your use of Fios Internet Services and are incorporated by reference into the Customer Agreement between us.

#### 1. RESTRICTIONS ON USE.

Except as otherwise set forth in this Agreement, you may not resell, re-provision or rent the Services, (either for a fee or without charge) or allow third parties (other than those utilizing guest Wi-Fi services on your Home Network) to use the Services via wired, Wi-Fi or other means. For example, you may not provide Internet access to third parties through a wired or unwired connection or use the Services to facilitate public Internet access (such as through a Wi-Fi hotspot), use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to Internet Services, you may connect multiple devices within a single home to your router to access Internet Service through a Verizon-issued IP address. You are responsible to know the terms of use for all Other Devices you connect to your Home Network and you are responsible to opt-out of any connected Other Devices' features that violate the Agreement or these Service terms. You may not knowingly or unknowingly exceed the bandwidth usage limitations that we may establish from time to time for the Services, or knowingly or unknowingly use the Services to host any type of server or commercial network or subnet. Violation of this Section may result in bandwidth restrictions on Services or suspension or termination of Services.

#### 2. AVAILABILITY OF AND CHANGES TO SERVICE.

2.1 Service and Bandwidth Availability and Speed. The Services you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Services even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of Services with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to your Home Network will vary depending upon the number, type, age, software operating system, and configuration of devices using the Services and the type of use (for example, streaming media), among other factors. The speed of the Services may vary based on network or Internet congestion, your device configuration, your use and consumption of streaming or other digital media services, the condition of facilities used to deliver the Services and the wiring inside your location, among other factors. The Services and certain other Fios Services, such as Fios Home Phone and Fios TV VOD Services, share bandwidth on the fiber-optic connection to your home. The bandwidth available for the Services may be reduced temporarily (a) during times of significant utilization of Fios TV VOD Services in a particular area, (b) due to other unusual events such as network outage or failure, or (c) if you or someone in your household are simultaneously consuming multiple video content or data/internet/broadband streams. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Services to perform maintenance activities and to maintain session control. Our network management and performance practices are described in the following website and incorporated by reference herein: <https://www.verizon.com/about/our-company/open-internet>.

2.2 Conversion from HSI Services to Verizon Fios Internet Services. When Verizon is able to provision Services utilizing fiber optic technologies, we may in our discretion terminate your HSI Services and cease offering HSI Services to your location. In such case, we will offer you Fios Internet Services at the then applicable rates and terms, which may differ from your previous HSI Services rates and terms. If

you are on a Term Plan and Verizon terminates or ceases to offer Services to your location under this Section 2.2, you shall not be liable to pay the ETF. If you convert from HSI Services to Verizon Fios Internet Services, this Agreement will continue to govern your Verizon Fios Internet Services.

2.3 Changes to Services or Features. We reserve the right to change at any time with or without notice to you any of the software, features, functions, websites (including user interfaces), or Equipment used in connection with the Services. This section does not apply to equipment protection plans that may be offered by our third party vendors.

### **3. MANAGEMENT OF YOUR DATA, COMPUTER AND OTHER DEVICES.**

3.1 Your Responsibilities Regarding Management of Other Devices and Data. You are solely responsible for your home network. Your responsibility includes obtaining, maintaining and updating all Other Equipment and software services and management of your information and data and connected Other Devices. Unless you have agreed to specific terms with us. Verizon reserves the right to modify settings on any Verizon managed access points (for example, routers and extenders) on your Home Network for safety and security reasons. **YOU AGREE THAT WE AND OUR THIRD PARTY SUPPLIERS ARE NOT RESPONSIBLE FOR THE LOSS OF YOUR OR ANY THIRD PARTY DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR OR ANY THIRD PARTY DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOURS, OR ON YOUR OR YOUR PERMITTED GUESTS' DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON OUR OR ANY THIRD PARTY'S SERVERS.**

3.2 Content and Data Management by Verizon. We and our applicable third party suppliers reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Verizon, Verizon Affiliate, and third-party servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Verizon server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.

3.3 Your Responsibilities Regarding Security. You agree that you are solely responsible for maintaining the security of Other Devices and data, including without limitation, encryption of data and protection of your User ID, user password, Home Network and administrative passwords, and personal and other data. The Services may permit you with the option to provide third parties authorized by you access to the Internet using your Verizon-issued device. If you believe your login credentials have been lost or stolen, or that someone has gained access to your account or login credentials without your permission, call us immediately at 1-800-837-4966. **WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.**

Use of our network for the distribution, operation, and maintenance of malicious software (viruses, bots, worms, Trojan horses, etc.) is prohibited. Communications to malicious domain names (e.g., domain names used by networks of machines running malicious software) and to malicious Internet protocol addresses (e.g., IP addresses used by networks of machines running malicious software) may be redirected by Verizon to our network security systems at any time without notice as a countermeasure against the operation of malicious software such as "botnets" in the our network. Our security systems may retain certain information such as the date and time of the malicious communication, the IP address it originated from, the domain name involved, and other technical information for cybersecurity purposes. Our security systems are configured to not retain end user information contained in the payload of the application layer, if any, that is delivered or uploaded by the compromised machines. The Equipment provided may include security software and other features that

may be activated at your option. You are solely responsible for the activation and use of the optional features and settings.

3.4 Monitoring of Network Performance by Verizon. We automatically measure and monitor network performance and the performance of your Internet connection and our network. We will access and record information about Other Equipment profiles and settings, and the installation of software we provide. You agree to permit us and our applicable third party suppliers to access and scan your device, network ports, and Equipment and to monitor, adjust and record data, profiles and settings for the purpose of providing Services, managing Equipment software, and managing the security and performance of our Networks. You also consent to our or our third party service partners' monitoring of all connections and performance of your Internet connection and Home Network, and to access and adjust Other Device and equipment settings, as they relate to the Services, Software, or other services which we may offer from time to time. We reserve the right to modify the password(s) for the Equipment used with the Services in order to safeguard Internet security, the security and privacy of Subscriber information, and/or for other good cause to provide, upgrade and maintain the Services, protect the network, other users of the Internet, or our Subscribers. Should we change such password(s), we will use reasonable means to notify you.

3.5 Authorized Devices Registration and Restrictions on Streaming Content. See Agreement Section 5.5 for restrictions on streaming content.

#### **4. LIMITATIONS ON USE OF THE SERVICES.**

4.1 You acknowledge and agree that Verizon (a) is not responsible for invalid or redirected Uniform Resource Locator ("URL") destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Services are secure or will meet your needs.

4.2 You understand and agree that if you type a nonexistent or unavailable URL, or enter a search term into your browser address bar, Verizon may present you with a Verizon Error Assist web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Verizon's provision of the Error Assist page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive Error Assist pages from Verizon, you should follow the opt-out instructions at <https://www.verizon.com/support/residential/internet/home-network/settings/opt-out-of-dns-assist>.

4.3 You agree that we assume no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, Verizon Websites, or in any other public service or social networks, and that Verizon does not endorse any advice or opinion contained therein, whether or not we provide such service(s). We do not monitor or control such service, although we reserve the right to do so.

4.4 You represent that when you, or your permitted guests' transmit, upload, download, post or submit any content, images or data using the Services you or your permitted guests have the legal right to do so and that your or your permitted guests' use of such content, images or data does not violate the copyright or trademark laws or any other third party rights.

4.5 Third party websites or other applications linked to or from the Services are not reviewed, controlled, or examined by us and you acknowledge and agree that Verizon is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any

linked websites or content from the Services, including websites or content advertised on the Services, does not imply our endorsement of them.

**5. ADDITIONAL SERVICES.** If you subscribe to Fios Internet, we may make the following Additional Services available to you. In addition to the terms of the Customer Agreement, the terms and conditions below apply to your use of the Additional Services(s).

5.1 Verizon Protect Home. Verizon Protect Home is provided directly by Asurion Services, LLC and is subject to the separate terms and conditions of the Plan. Verizon customers should review these separate respective terms and conditions at <http://www.verizon.com/about/sites/Verizon Whole Home> prior to enrollment and use.

5.2 Device Protection Plans. Verizon and its third party vendor, Asurion Services, LLC, may offer a Device Protection Plan for a failure due to breakdown for certain eligible products. The Device Protection Plan is provided by Asurion and is subject to the separate terms and conditions of the Protection Plan, which can be found here <http://www.verizon.com/about/sites/Verizon Asurion Device Protection Plan>. Device Protection Plan customers should review these separate terms and conditions prior to enrollment and use. By purchasing or accepting any such Device Protection Plan, you agree to be bound by the terms and conditions of the Device Protection Plan provided by Asurion Warranty Services, Inc. or Asurion Florida Warranty Services, Inc. and administered by Asurion Services, LLC, which are third party beneficiaries of this Agreement and capable of enforcing the terms of the Device Protection Plan independently from Verizon.

5.3 Inside Wire Maintenance. If you subscribe to Inside Wire Maintenance ("IWM"), which is offered by Verizon affiliates as per Exhibit A, you agree to be bound by the terms and conditions of IWM, in addition to the terms set forth in this Agreement, which are located at <https://www.verizon.com/about/terms-conditions/residential-terms-service>, and incorporated herein by reference.

5.4 Verizon Cloud Services. Verizon Cloud Services are provided by Verizon Online LLC and provide personal storage in the cloud to automatically back up and sync your content across your Devices. The amount of digital storage provided depends on Your Cloud Services Subscription. Upon termination or cancelation of Your Subscription, you will no longer have access to the Additional Service and any previously uploaded files and/or content. You are responsible for downloading any files or content prior to the cancelation of any services. You agree to be bound by the terms and conditions of the Cloud Services, which are located at <https://www.verizon.com/support/cloud-legal/>, in addition to the terms set forth in this Agreement.

5.5 Home Network Protection ("HNP"). Verizon may offer HNP Services, provided by McAfee LLC. This Service is available at no additional charge and is an available feature included on a limited selection of routers. You must download and use the My Fios App to manage HNP service and features and to access the HNP service terms. Once you enable and configure HNP you can manage settings for connected devices on your Home Network. Parental controls are also available to manage devices.

5.6 Techsure. (Limited availability. Restrictions apply). TechSure is provided directly by Asurion Services, LLC and is subject to the separate terms and conditions of the Plan. Verizon customers should review these separate respective terms and conditions at <http://www.verizon.com/about/sites/Techsure> prior to enrollment and use.

5.7 Whole Home WiFi. Verizon may provide Whole Home WiFi as a feature of your internet service. Whole Home WiFi (<https://www.verizon.com/support/residential/internet/whole-home-wi-fi>) may be included with your Fios Internet plan or may be offered for an additional charge.

5.8 Home Awareness. If you subscribe to the Home Awareness service (“Home Awareness”), you agree to be bound by the Home Awareness terms and conditions, in addition to the terms set forth in this Agreement, which are located at <https://www.verizon.com/support/residential/internet/essentials/home-awareness/legal>, and incorporated herein by reference.

## EXHIBIT D

### RETIRING ADDITIONAL SERVICES

If you subscribe to Fios Internet, we may have made the following Additional Services available to you. These products and services ("Retiring Additional Services") are no longer available for purchase through Verizon at this time:

LASTPASS, TOOLBAR, TECHSURE PLUS, TECHSURE PREMIUM, VERIZON PREMIUM TECHNICAL SUPPORT SERVICE, TECH SUPPORT PRO, AND LIFELOCK SELECT.

In addition to the Fios Internet service terms, each product and service listed above shall be governed by separate terms and conditions independent from this Agreement. Any terms and conditions listed in this Exhibit E, constitute a separate contract solely between you and the company providing the services or product. Links to the terms and conditions for these products and services are listed for your convenience.

1. Lastpass Service by Logmein USA, Inc. LastPass is a password management service offered by LogMeIn USA, Inc. By accepting, accessing, or using LastPass, you agree to be bound by LogMeIn USA, Inc.'s terms of service, located at <https://www.logmeininc.com/legal/terms-and-conditions>. Please review these terms carefully as they contain important limitations and conditions with respect to this Additional Service and its continued use.
2. Lifelock Select Service. LifeLock is a consumer cyber security monitoring service offered by Norton LifeLock, Inc. By accessing, or using LifeLock, you agree to be bound by Norton LifeLock, Inc.'s terms of service, located at <https://www.nortonlifelock.com/us/en/legal/>. Please review the LifeLock terms carefully as they contain important limitations and conditions.
3. Techsure Plus, Techsure Premium, Verizon Premium Technical Support Service, and Tech Support Pro. Techsure Plus, Techsure Premium, Verizon Premium Technical Support Service, and Tech Support Pro are services provided through Asurion Service Warranty, Inc. ("Asurion") which may provide or assist in providing Technical Support Services. By using these services, you are bound by Asurion's terms and conditions which can be found at <https://www.asurion.com/terms-conditions/>. Please review these terms carefully as they contain important limitations and conditions with respect to this Additional Service and its continued use.

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**EXHIBIT E**  
**VERIZON FIOS TV TERMS OF SERVICE**

These Service Terms for Fios TV apply to your use of our video services and are incorporated by reference into the Customer Agreement between us.

**1. DEFINITIONS.**

1.1 Authorized Devices. On Demand Content is accessed through a Verizon set top box or through authorized Other Equipment and software applications. We may require you to register each Other Device used to access Content (each, an "Authorized Device").

1.2 On Demand Services. A library of On Demand Content available as part of your Fios TV service that you can watch at your convenience. Multi- device viewing options may be available for certain On Demand Content.

1.2.1 Free On Demand. Some free On Demand Content is only available if you subscribe to the channel or network providing the content. You can watch free On Demand Content at your convenience when available.

1.2.2 Other On Demand. Some On Demand Content costs a small fee. In those cases, the content is available for you to watch for 24 to 48 hours (depending on the Content).

1.2.3 Pay-Per-View Content. Pay television or webcast service by which you can purchase live events to view via private telecast, which may have limitations on replay or access across multiple platforms

**2. CONTENT.**

2.1 Content Ownership. The Programming provided to you is owned and controlled by companies and organizations other than Verizon. We obtain the rights to carry Content through agreements with those companies. Each company or organization retains the right to change, remove or provide alternate Content options at its discretion. Verizon has no control over Content.

2.2 Limitation of Liability and Obligation to Carry Content. Verizon shall not be liable for any failure or interruption of program transmissions or Services resulting in part or entirely from circumstances beyond Verizon's reasonable control. Subscriber agrees that it has no right to receive, and Verizon has no obligation to provide, any particular Content Services as part of its Fios TV Services and that Subscriber is not entering into this Agreement or purchasing Fios TV Services in reliance on an expectation or promise (explicit or implicit) that any particular Content shall be included as part of Verizon's Fios TV Services.

2.3 Fios TV Service Interruptions. The Services may be interrupted from time to time for a variety of reasons, and Verizon does not represent or warrant that the Services or the Equipment will be available or perform in a manner that meets your needs. Verizon will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout, or interruption of the Services, directly or indirectly caused by or resulting from any circumstances, including, without limitation, any circumstance beyond Verizon's reasonable control or events of Force Majeure. When practicable, Verizon will schedule and conduct maintenance so that interruption of service is minimized and occurs during periods of minimum use.

2.4 Limitations on Content. The Content distributed via the Services may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Content or charge for its viewing. You may not

take any actions to alter or avoid any security or access controls or restrictions associated with the Services, Equipment, or Other Devices.

2.5 Viewing Restrictions. You understand and agree that it is your responsibility to establish any viewing restrictions at your discretion, and to supervise use of the Services.

2.6 Content Access. Verizon may enable you to access and view Content in a variety of ways: (i) by delivery to your Equipment; (ii) by delivery to compatible Other Devices through a Verizon-provided application supporting media playback; (iii) by providing access to supported browser versions through Verizon-provided hyperlinks and software on Other Devices; or (iv) through a widget or software application accessed through the Equipment. The technology employed by Verizon may vary among operating systems, devices and software applications.

2.7 Terms of Service and AUP. Your use of Video On Demand and Pay-Per-View Services is conditional upon your continued adherence to the Fios Internet Terms of Service (Exhibit C to the Customer Agreement) and the Fios TV Terms of Service and Verizon's Acceptable Use Policy. In the event of any conflict between the Fios TV Terms of Service and the Fios Internet Terms of Service, the Fios TV Terms of Service will control solely to the extent of such conflict.

### **3. VIDEO ON DEMAND (“VOD”) SERVICES DESCRIPTION AND CONDITIONS OF USE.**

3.1 Access to Fios TV VOD Content Services. You may access Services by:

3.1.1 streaming to your TV through a Verizon-supplied Fios TV set-top box (this requires a compatible Fios router);

3.1.2 playing to an Authorized Device through a Verizon provided application supporting media playback.

3.1.3 downloading to an Authorized Device for offline playback.

3.2 Authorized Devices Registration and Restrictions on Streaming Content. See Agreement Section 5.5.2 for restrictions on streaming content.

3.3 VOD Services Requirements. Internet access is required to use VOD Services. There may be separate or additional subscription, rental or purchase fees for VOD. You are solely responsible for compliance with any minimum system requirements, software upgrades, patches or other fixes, which are or may become necessary to access VOD Services. Certain downloaded content may be viewed offline. Not all VOD Content is available for download. Fast-forward, rewind, and other ‘trick-play’ features for viewing Content that has previously aired as well as other viewing features may vary. The availability of standard definition, high definition, and ultra-high definition, and 4K video Content may also vary.

3.4 Variables Affecting Delivery. You acknowledge that delivery of VOD Content is dependent on variables not under Verizon's control, including, but not limited to, the speed and availability of your internet or network connection. You may experience delays or technical difficulties caused by or related to such variables, as well as the technical limitations of the VOD Authorized Device on which you view the VOD library Content. To the extent permitted by applicable law, you will not receive a refund or credit for any Content that you are not able to view or have difficulty viewing due to such variables. You bear all responsibility for ensuring that you have compatible equipment to view Content in the appropriate format or at all.

3.5 License. Upon the payment of a subscription, purchase or rental fee, Verizon grants you a limited, non-exclusive, revocable, non-transferable license to use the VOD Content, which is intended

solely for your non-transferable, non-commercial, private and personal use. Any other use or attempted use for commercial or other purposes is strictly prohibited. You understand and agree that advertisements, as well as certain communications from Verizon such as Service announcements and administrative messages, are part of the VOD Services and are necessary for Verizon to provide the VOD Services. Your use of third-party platforms to aggregate your VOD titles from multiple service providers, such as Movies Anywhere, may require your consent for us to share VOD Content with the platform providers.

3.5.1 **Purchased VOD Content Availability.** Once you purchase or rent VOD Content, you bear the responsibility for completing download and/or use and for all risk of loss of the purchased and downloaded VOD Content. Verizon encourages you to download or access your Purchased VOD Content immediately after purchase.

3.5.2 **Purchased VOD Content Unavailability.** Purchased VOD Content may become unavailable for streaming (including streaming to your TV via a Verizon Fios TV set-top box) or re-download due to Content provider licensing and other restrictions, and Verizon will not be liable to you if purchased VOD Content becomes unavailable for further download, streaming and/or use.

3.5.3 **Re-delivery of purchased VOD Content.** Verizon can only re-deliver to you the digital files containing Purchased VOD Content a maximum of two (2) times during any calendar year.

3.6 **Digital Licenses for VOD Content.** Regardless of the use of the word "purchase", and except as set forth here, all VOD Content is offered for license to use and/or view, not purchase or sale, and is subject to this Agreement and Service Terms and any other license terms and conditions applicable to the VOD Content, including limitations imposed by the use of any digital rights management technology. VOD Content can be licensed in two ways:

3.6.1 **Purchased VOD Content.** When you purchase VOD Content, the payment of a purchase fee will entitle you to access the purchased VOD Content for viewing on Authorized Devices an unlimited number of times over an indefinite period of time. Purchased VOD Content will continue to be accessible if you are no longer a Fios TV customer, but your use of such VOD Services will be subject to the terms of this Agreement and any applicable End User License Agreements as they may be amended from time to time.

3.6.2 **Rented VOD Content:** When you rent VOD Content, the payment of a rental fee will entitle you to access the rented VOD Content for viewing on one or more Authorized Devices an unlimited number of times over a fixed period of time, typically 24 or 48 hours from the purchase or initial playback of the Rented VOD Content.

3.6.3 **Playback.** You must initiate playback typically within 30 days of your rental transaction or sooner depending on rental windows communicated at the time of rental.

3.7 **Reservation of Rights.** All Content provided by Verizon or its third party licensors on any website or other resource provided by Verizon through which VOD Content may be viewed or purchased is the property of Verizon or its licensors. All rights are reserved as outlined in section 6 of the Customer Agreement.

3.8 **Wireless Provider Data Charges.** You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be Verizon or a third party) for accessing Content or purchasing products and Services through interactive options available through the Services.

**4. ADDITIONAL SERVICES.** If you subscribe to Fios Internet and Fios TV, we may make the following Additional Services available to you. In addition to the terms of the Customer Agreement, the terms and conditions below apply to your use of the Additional Services(s).

4.1.1 Netflix. Netflix is provided directly by Netflix, Inc. and is subject to the separate terms and conditions. Verizon customers should review these separate respective terms and conditions at <https://help.netflix.com/legal/termsofuse> prior to using the service.

4.1.2 Pandora. Pandora is provided directly by Pandora Media, LLC. and is subject to the separate terms and conditions. Verizon customers should review these separate respective terms and conditions at <https://www.pandora.com/legal> prior to using the service.

4.1.3 Pluto TV. Pluto TV is provided directly by Pluto Inc., and is subject to the separate terms and conditions. Verizon customers should review these separate respective terms and conditions at <https://corporate.pluto.tv/terms-of-use/> prior to using the service.

4.1.4 YouTube TV. YouTube TV is provided directly by Google LLC., and is subject to the separate terms and conditions. Verizon customers should review these separate respective terms and conditions at [https://www.youtube.com/t/terms\\_paidservice](https://www.youtube.com/t/terms_paidservice) prior to using the service.

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## EXHIBIT F

### FIOS HOME PHONE SERVICE TERMS OF SERVICE

The following Service Terms for Fios Home Phone apply to your use of our voice services and are incorporated by reference into the Customer Agreement between us.

#### 1. GENERAL DESCRIPTION.

Fios Home Phone Service is a voice over internet service for calling domestic and international locations. The Service also includes use of calling features and management of your account.

The current plans and rates for domestic and international calling can be found at <https://www.verizon.com/home/phone/>. Information on current rates is also available by contacting Verizon Customer Service at 1.800.Verizon (1.800.837.4966).

#### 1. Calling Features and Account Management

The Service includes certain calling features and account management. The calling features and functionalities may be changed from time to time. Please visit <https://www.verizon.com/home/phone/> for currently-available features.

#### 2. LIMITATIONS OF THE SERVICE.

2.1 Availability. Fios Home Phone is available in limited areas of the United States, and only in those areas where we can direct a 911 call to the appropriate emergency response center in a manner consistent with applicable laws, rules, and regulations, including, without limitation, FCC rules and requirements.

2.2 Call Types. The Service does not allow you to make 500, 700, 900, 950, 976, 0001, 0+, calling card calls or dial-around calls (e.g., 10-10-XXXX), nor does it allow you to accept collect calls or third number billed calls.

2.3 Dialing. The Service requires 10-digit dialing. Home security system settings may need to be modified from 7 to 10-digit dialing.

2.4 Call Forwarding. You will not be able to forward any of your calls to international numbers.

#### 3. POWER AND BATTERY REQUIREMENTS.

Fios Home Phone Service (including 911 dialing) will not function during a power outage without a back-up power source. ***You are responsible for providing both the electrical power necessary for the Service to function and any back-up power source.***

3.1 Battery Back-up. A battery back-up feature is available for your Verizon equipment. Depending on your equipment type, you may choose to use this battery back-up feature by maintaining a: (i) 12 Volt battery in the built-in battery backup-unit or (ii) D Cell batteries in the optional Verizon PowerReserve device that plugs into your equipment.

3.2 Backup Details. With a fully-charged battery (or batteries), the battery back-up feature will power the basic calling functions of your Service for up to eight (8) hours in the event of a power outage. The Verizon PowerReserve device may be purchased through Verizon. 12 Volt batteries may be purchased through Verizon or a third party. The battery back-up feature will not power cordless phones, Fios Internet or Fios TV service, or alarm system equipment. A power failure or service disruption may require you to reset or reconfigure equipment prior to using Fios Home Phone Service. Additional

information, including equipment type, battery testing, monitoring, use, and storage can be found at [verizon.com/battery](http://verizon.com/battery).

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**EXHIBIT G**

**FIOS PREPAID TERMS OF SERVICE**

Certain Fios Services may include the option to pre-pay.

**1. CHARGES AND PAYMENT TERMS.**

1.1 Prepaid Charges. You agree to pay for the Services on a prepaid basis for a minimum period of one month. You are responsible for paying all applicable taxes, surcharges, fees or other charges associated with the Services and Equipment. Payment for the initial month of Services must be paid in full in advance before we will ship equipment or schedule an installation date. You agree to pay any installation or other additional fees prior to the time of installation, at the time of installation, but at all times prior to activation of the Services.

1.2 Service Period -- Payments.

1.2.1 Payment Cycle. Your monthly payment cycle will begin on the date your (a) Prepaid Services are installed and activated if Verizon is installing your Services or (b) on the date the Equipment is delivered to you if you are self-installing the Service. Your Services will be available for one month after activation. You must pay for the next month's Services before the expiration of the current month (the "Expiration Date") to keep your Services active. Services are renewed for the next month when we receive payment in full.

1.2.2 Non-Renewal. If you do not pay for the next month's Prepaid Services prior to the Expiration Date, your Services will be no longer be available, without additional notice to you. You may restore your Services by paying for an additional month, and the date your services are reactivated will begin a new month of Service. While your Services are unavailable, you may not make any Equipment changes and you will not be charged for Services. Your Services will be restored within 24 hours of our receipt of your payment. There is no fee to restore Services.

1.2.3 Account Closure. If you do not make a payment for three consecutive months, your Verizon account will be closed and you must return any Equipment to Verizon in accordance with this Agreement. You must order as a new customer if you wish to purchase prepaid Services after account closure. Reopening of a prepaid account is at Verizon's sole discretion.

1.3 Third Party Charges. You are solely responsible for any charges you may incur with third-party service providers, including accessing on-line services or subscriptions.

1.4 Payment Methods. You may be required to utilize a credit or debit card to prepay your initial month of Service. Subsequent payments may be made by credit or debit cards, by cash at an authorized payment location or such other payment methods as we may designate. If you use a credit or debit card to pay for the Services, your use of the card is governed by the card issuer agreement. If we receive a chargeback through your credit or debit card, your Services will be suspended. More than one chargeback in a six month period will result in closure of your account. If you are a cash customer, we may send you an email with your account number to use in processing your payment; the number may also be used to authenticate your Verizon account, and you acknowledge the unencrypted email may increase risk of interception by a third party.

1.5 Refunds. We will not refund any amounts prepaid for the Services, subject to applicable law, unless an order is cancelled prior to installation or activation.

1.6 Account Statements. Your Account Statement will be provided online and will be available to you through your My Verizon Account; paper statements are not available.

**2. SERVICE INFORMATION.**

2.1 Service Availability. Not all Verizon Services will be available in all areas. You may not move your Verizon Services or temporarily discontinue your prepaid Verizon Services within the current month, and no refunds will be given for amounts that have been prepaid. Services may be re-established at a new location as a new account. Only designated Service options, including available Fios Internet Speeds will be available as prepaid Services.

2.2 Service Limitations. Home Phone is a prepaid Fios Home Phone service governed by the Fios Home Phone Terms of Service, and will not permit calls that are billed on a usage basis, the purchase of additional lines, directory listings, calls to directory assistance or operator completed calls except by customers with disabilities who register to make such calls, vanity numbers, or pick your own area code numbers. Home Phone telephone numbers will not be listed or published. Vacation suspend will not be available for any Prepaid services.

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**2022 -v.1**

**May 5, 2022**



March 13, 2023

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

Re: Programming Advisory

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

- Effective March 31, 2023, Band Internacional is ceasing operations and will no longer be available through Xfinity. The package Brazilian 4 Pack will be renamed Brazilian 3 Pack and will include TV Globo, SporTV (formerly PFC), and Record TV. The price of the Pack has been reduced from \$34.99 to \$29.99 per month, plus applicable taxes and fees.

Please do not hesitate to contact me with any questions at [patrick\\_shearns@comcast.com](mailto:patrick_shearns@comcast.com).

Very truly yours,

*Patrick J. Shearns*

Patrick J. Shearns, Sr. Manager  
Government Affairs