



TOWN OF MEDFIELD

# MEETING NOTICE

**POSTED:**

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TOWN CLERK

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

## Board of Selectmen REVISION

### Board or Committee

<u>PLACE OF MEETING</u>	<u>DAY, DATE, AND TIME</u>
Medfield High School, Room 125	Tuesday September 3, 2019 @ 7:00 PM

### AGENDA (Subject to change)

7:00 PM Call to order

Disclosure of video recording

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

#### **Introductions**

#### **Medfield State Hospital Rezoning Discussion**

Recap and Refresher on MSH Rezoning Proposal

The Rezoning Process / Timeframe

Project Proponent

Public Outreach

Review Tasks and Assignments

Adjourn (estimate 9 PM or earlier)

#### **Action Items**

Town Planner Sarah Raposa requests the Selectmen to vote to sign Peer Design Review and Peer Engineering Review for Rosebay

Vote to sign MSHDC Environmental Contract

Resident Jon Michaeli, 39 Quarry Road; discussion of property damages

Finalize and Vote FY20 Town Administrator Goals

*E. Clarke*  
8/30/19

#### Licenses and Permits (Consent Agenda)

Medfield Coalition For Suicide Prevention requests permission for an art installation in Town to bring awareness to the Suicide Prevention Month of September

**AGREEMENT FOR CONSULTING SERVICES  
RE: ROSEBAY AT MEDFIELD 40B**

**DESIGN REVIEW**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and Steven A. Heikin FAIA, Design Review Consultant, 57 Harris Street, Brookline, MA 02446; hereinafter: "Consultant"). Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the Tasks outlined in its proposal dated August 20, 2019 to the Medfield Zoning Board of Appeals, a copy of which is attached hereto as "Attachment A," as well as all services necessary or incidental thereto.
2. Fee for Services – Consultant's total fee for services shall be Four Thousand Five Hundred Dollars (\$4,500) for the Tasks outlined in "Attachment A". Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.
3. Source of Payment; Limitation of Town's Liability – Consultant acknowledges that the fees for its services are being paid by the developer of the proposed Rosebay at Medfield 40B project, aspects of which the consultant is reviewing, and that Town is not and shall not be individually liable therefor; Town represents that the funds which it has received from the developer are sufficient to pay for Consultant's initial services, **but it shall be Consultant's responsibility to ensure that there are sufficient funds available to pay for any additional Town-requested services prior to Consultant's undertaking same.**
4. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A."
5. Payment for Services - Consultant shall be paid for its services within thirty (30) days following Consultant's delivery and Town's acceptance of Consultant's report; Consultant shall periodically bill Town for any additional services which Town requests and which are to be provided on an hourly basis and Town shall pay Consultant within thirty (30) days.
6. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
7. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consulting design firms.

8. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.
9. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
9. Termination
  - a. For Cause - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of Consultant's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
  - b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property - Upon termination, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.

10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Steven A. Heikin FAIA, Design Review Consultant, 57 Harris Street, Brookline, MA 02446 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Appeals, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.
11. Independent Contractor - The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
  - a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
  - b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
  - c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.
14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration

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

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

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

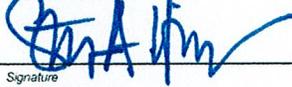
Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party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

*In Witness Whereof*, Town and Consultant have each caused this agreement to be executed by its duly-authorized representative(s) on the date contained on the first page hereof.

Town of Medfield, by its  
Board of Selectmen

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

Consultant:



Signature

Steven A Heikin

, by:

Design Review  
Consultant

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Mark G. Cerel, Medfield Town Counsel

This is to certify that the Applicant, NewGate Housing LLC, has deposited Four Thousand Five Hundred Dollars (\$4,500) into a special account established by the Town Treasurer pursuant to M.G.L. c. 44, §53G for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

\_\_\_\_\_  
Joy Ricciuto, Town Accountant



## CONTRACT AGREEMENT

<b>Date:</b> August 21, 2019	
<b>This contract is by and between:</b>	
Hillmann Consulting, LLC (hereinafter "Hillmann") 6 Fortune Dr, Suite 301 Billerica, MA 01821 Phone: (978) 362-0448	Town of Medfield (hereinafter "Client") 459 Main Street <b>and:</b> Medfield, MA 02052 Attn: Sarah Raposa Phone: (508) 906-3027 Email: sraposa@medfield.net

<b>Project Name/Address:</b>	Medfield State Hospital 25 Stonegate Drive Medfield, Massachusetts 02052	<b>Project Type:</b>	HazMat Services
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<b>Time of Performance:</b>	Hillmann anticipates the orderly and continuous progress of the Project through completion. The completion of Hillmann's scope of work shall be performed in a reasonably expected period of time.
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This Agreement will not be binding on any party until fully executed copies are exchanged by the Parties.

Whereas, Hillmann and Client wish to enter into an Agreement for Hillmann to provide the services for the compensation set forth in the Scope of Work attached as Exhibit "A", and in consideration of the mutual promises herein, Client and Hillmann agree as follows:

In consideration of these services, client shall compensate Hillmann as set forth in Cost Proposal attached as Exhibit "B" and specifically made a part hereof.

Hillmann and Client agree to be bound by the provisions of Hillmann's General Terms and Conditions attached as Exhibit "C" and specifically made a part hereof.

Town of Medfield	Hillmann Consulting, LLC
Signature: _____	Signature: _____
Printed Name: _____	Jonathan Nicoll Regional Manager
Title: _____	Date: _____
Date: _____	

**In witness whereof, the parties hereto have duly executed and delivered this Agreement, as of the dates and year first written above.**

**EXHIBIT "A"**  
**SCOPE OF WORK:**

**Document Review for HazMat Services**

- A. Review all documents provided by the Town of Medfield
- B. Prepare estimated costs for every building on the former Medfield State Hospital property:
  - 1. Full interior abatement/remediation of hazardous materials including disposal of any hazardous materials in accordance with applicable laws.
  - 2. Complete takedown (demolition and disposal of all hazardous materials in accordance with applicable laws)
- C. For each estimate outlined in Section B above, cost estimates will be provided in each of two scenarios: at prevailing wage rates and at market wage rates.

<b>EXHIBIT "B"</b>				
<b>PROJECT COSTS</b>				
<b>Project Fees and Estimated Costs:</b> The following fees will apply to the work:				
Units	Rate	Qty.	Type	Cost
A. Inspection Services	\$7,500.00	1.00	Flat	\$7,500.00
<b>Estimated Cost for Services:</b>				<b>\$7,500.00</b>
<p>The project fees and Estimated Cost for Services are based upon the information received and conditions known to Hillmann at the time of this writing. In the event that site conditions and/or information previously unknown to Hillmann warrants additional services to complete the scope of work, Client will be notified for approval of additional costs. Additional services requested by Client that are not specifically addressed in this proposal will be performed in accordance with Hillmann's Standard Fee Schedule.</p>				

**EXHIBIT "C"**  
**GENERAL TERMS AND CONDITIONS**

**INVOICES:** Progress invoices will be periodically submitted to Client and a final invoice will be submitted upon completion of our services. Invoices will include charges for hours worked and expenses incurred, or will be Lump Sum as stipulated in the Project Cost Proposal. Each invoice is due on presentation and is considered past due twenty-eight (28) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1½ %) per month on past due accounts. Hillmann reserves the right to suspend or terminate work under this agreement upon failure of Client to release funds when due. Reasonable attorneys' fees or other reasonable costs incurred by Hillmann in collection of delinquent amounts shall be paid by Client.

**ESCALATION OF COSTS:** Hillmann shall have the right to seek an increase in the compensation payable by Client to Hillmann in the event that performance of this agreement extends beyond twelve (12) months and/or in the event that Hillmann must modify the Scope of Work, facilities or equipment to comply with laws or regulations that become effective after execution of this Contract provided that Hillmann gives Client thirty (30) calendar days' notice as to the cause for escalation and the additional amounts involved. Upon such notice, the parties shall confer and discuss a potential escalation. If an agreement cannot be reached by the parties, either party shall have the right to terminate this agreement.

**SITE ACCESS:** Client will provide site access for Hillmann, its subcontractors, and all personnel and equipment required to complete the services under this Agreement. If Client does not own the site, Client must obtain permission for Hillmann to access the site to perform the Services. Although Hillmann will take all necessary precautions to minimize any damage to the property, Hillmann does not assume any responsibility for restoration of surface damage that may occur during the normal course of project performance.

**HEALTH & SAFETY RISKS:** Hillmann reserves the right to refuse to perform site work or provide services which, in its opinion, pose a risk of serious injury, including situations immediately dangerous to life and health. If an unsafe condition is present, Hillmann will notify Client and suspend operations until the unsafe condition is corrected or abated.

**CHANGED CONDITIONS:** Should Hillmann become aware of changed conditions, Hillmann shall identify the changed conditions and notify Client promptly. Upon notification of these changed conditions, Hillmann and Client shall promptly and in good faith enter into a renegotiation of this Contract Agreement to permit Hillmann to continue to meet Client's needs. In establishing fees for any new work to be performed, Hillmann shall utilize the same Fee Schedule as previously agreed upon, as shown in Exhibit "B", unless as a result of Client's decision or materials discovered, or for other good and valid cause, Hillmann demonstrates that the nature of the Project has been fundamentally altered. If renegotiation terms cannot be agreed to, either party may terminate this Agreement.

**MUNICIPAL/REGULATORY FILINGS/COSTS:** Hillmann shall prepare and file required reports to appropriate agencies. ~However, if client receives any notice from an agency stating that a report or communication has not been received or is late or defective in any manner, client shall forward a copy of the notice to Hillmann at 1600 Route 22 East, Union, N.J. 07083, within 2 days of receipt. ~Should client fail to provide a copy of the notice to Hillmann as required herein, Hillmann shall not be responsible for any fine, penalty or cost assessed by the agency against client, and client shall indemnify and hold Hillmann harmless from and against and fines, penalties or costs associated with the deficiency identified in the notice. Additionally, any costs, charges or assessments imposed by any federal, state, local or municipal agency in connection with the filing or review of any reports or documents or charges assessed based upon the transportation, removal and/or disposal of any hazardous materials shall be paid by the Client and not by Hillmann.

**SUBSURFACE RISKS:** It is understood by Client that whenever related disciplines are applied to identify subsurface conditions, special risks are present. Client acknowledges that time, natural occurrences, and/or direct or indirect human intervention at or in the vicinity of the site may considerably alter pre-existing and known conditions.

Hillmann will take all reasonable precautions to prevent damage or injury to subterranean structures or utilities. Client agrees to defend, indemnify and hold Hillmann harmless for any damage to subterranean structures or utilities as well as any impact this damage may cause, except to the extent the damage is directly attributable to the negligence of Hillmann.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated including, but not limited to a geologic formation, the groundwater, or other hydrous body. Hillmann will adhere to the Standard of Care while conducting any subsurface investigation. Client waives any claim against Hillmann and agrees to defend, indemnify and hold Hillmann harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any subsurface investigation. Client agrees to compensate Hillmann for any time spent or expenses incurred by Hillmann to defend such claim in accordance with Hillmann's prevailing fee schedule and expense reimbursement policy.

**BURIED UTILITIES:** Hillmann will conduct the research that in its professional opinion is necessary to locate utility lines and other manmade objects that may exist beneath the site's surface. Client recognizes that Hillmann's research may not identify all subsurface utility lines and manmade objects, and that the information upon which Hillmann relies may contain errors or may not be complete. Hillmann will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other manmade objects beneath the site's surface. Client will approve the location of these penetrations prior to them being made and Client will authorize Hillmann to proceed. Client agrees to waive any claim against Hillmann, and to defend, indemnify, and hold Hillmann harmless from any Claim or liability for injury or loss allegedly arising from Hillmann's damaging underground utilities or other manmade objects that were not called to Hillmann's attention or which were not properly located on plans furnished to Hillmann. Client further agrees to compensate Hillmann for any time spent or expenses incurred by Hillmann in defense of any such claim, in accordance with Hillmann's Standard Fee Schedule and expense reimbursement policy.

**EXISTING HAZARDOUS CONDITIONS:** Hillmann assumes no liability or responsibility for the existence of any hazardous or toxic waste, material, chemical, compound, substance or any other type of environmental hazard or pollution existing at the premises or for the release thereof, unless due to the negligence of Hillmann. Client agrees to indemnify, defend and hold Hillmann harmless from and against any liability based upon the presence or release of hazardous materials pursuant to the Indemnification provision below.

**ASBESTOS INVESTIGATIONS (Roofing Materials):** In order to conduct a roofing portion of an asbestos survey, a certified roofing contractor must be supplied by the owner to repair any penetrations in the roofing system made during the survey. Hillmann will not be responsible for any damage to the roofing systems due to sampling.

**TITLE TO HAZARDOUS MATERIALS:** Client agrees that title to all hazardous materials originating at or removed from Client's premises will remain in and with Client and that Client will not challenge said title by any means, including actions in state or federal court or any other forum. Hillmann shall not be considered an owner or generator of any hazardous materials at the site.

**TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS:** Client further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, material or substances, Hillmann is not, and has no authority to act as a generator, arranger, transporter or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at or around Client's premises. In this regard, Client and Hillmann agree as follows:

Hillmann will assist Client in obtaining the services of licensed hazardous materials contractors for the transportation and disposal of all hazardous or toxic wastes, materials or substances. Client shall contract directly for these services.

Client will obtain all required hazardous or toxic waste numbers, materials or substance generator numbers, signed manifests, storage and treatment permits, and any permits or licenses required by local, state or federal laws or regulations for the generation, transportation, storage, treatment and/or disposal of any hazardous or toxic wastes, materials or substances.

**INDEMNIFICATION OBLIGATIONS:**

**HAZARDOUS MATERIALS:** Client acknowledges and agrees that Hillmann has not created or contributed to the creation, presence or existence of any hazardous or toxic waste, material, or substance, or any other type of environmental hazard or pollution (as those terms are commonly understood or defined by applicable laws or regulations and collectively termed "Pollution" with regard to this paragraph) upon the premises where the project is located. In addition, the compensation to be paid Hillmann under this Agreement is not commensurate with the risk associated with responsibility for hazardous materials or "Pollution". To the fullest extent permitted by law, Client shall indemnify, defend and hold

Hillmann, its officers, directors, employees, consultants and subcontractors harmless from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses resulting from, arising out of or occasioned by the presence of, exposure to or release of hazardous material or "Pollution".

- (a) Such obligation to defend shall begin upon notice by Hillmann to Client of a claim, action, or proceeding.
- (b) Such obligation to defend shall include, without limitation, payment of Hillmann's reasonable costs incurred for labor and other expenses in responding to such claim or claims.

**NEW YORK STATE LABOR LAW - STATUTORY VIOLATION:** The parties agree that Hillmann is a consultant without authority or responsibility to direct or control the work. Hillmann's role at the site and the nature and level of its presence at the site require that Hillmann not be subject to liability in the absence of its actual negligence. Where a claim or potential claim for personal injuries or wrongful death is based upon an alleged violation of the New York State Labor Law, sections 200, 240 or 241(6) or any statute that imposes liability without proof of negligence, to the fullest extent permitted by law, Client shall indemnify, defend and hold Hillmann, its officers, directors, employees, consultants and subcontractors harmless from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses resulting from, arising out of or occasioned by the alleged New York State Labor Law violation as aforesaid, whether or not there is also a claim of active negligence on Hillmann's part.

- (a) Such obligation to defend shall begin upon notice by Hillmann to Client of a claim, action, or proceeding.
- (b) Such obligation to defend shall include, without limitation, payment of Hillmann's reasonable costs incurred for labor and other expenses in responding to such claim or claims.

**BURIED UTILITIES – SUBSURFACE RISKS:** The parties agree that Hillmann can rely upon information and documents provided by Client or by a municipality or utility concerning buried utilities and subsurface risks. The parties also agree that subsurface risks are not always recorded or known. Hillmann will diligently research subsurface risks and seek to avoid any loss or damage caused by a subsurface risk. If, in the absence of negligence on Hillmann's part, property damage, personal injury or wrongful death occurs as a result of an incident involving a subsurface risk, to the fullest extent permitted by law, Client shall indemnify, defend and hold Hillmann, its officers, directors, employees, consultants and subcontractors harmless from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses resulting from, arising out of or occasioned by the alleged subsurface incident.

- (a) Such obligation to defend shall begin upon notice by Hillmann to Client of a claim, action, or proceeding.
- (b) Such obligation to defend shall include, without limitation, payment of Hillmann's reasonable costs incurred for labor and other expenses in responding to such claim or claims.

**NEGLIGENCE OF HILLMANN:** To the fullest extent permitted by law, HILLMANN shall indemnify, defend and hold harmless Client, its officers, directors, employees, consultants and subcontractors from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses resulting from, arising out of or occasioned by the alleged negligence of Hillmann.

- (a) Such obligation to defend shall begin upon notice by Client to Hillmann of a claim, action, or proceeding.
- (b) Such obligation to defend shall include, without limitation, payment of Client's reasonable costs incurred for labor and other expenses in responding to such claim or claims.
- (c) The parties agree that the duty to defend any indemnified party hereunder for alleged professional negligence shall be limited to the amounts paid under Hillmann's General Liability policy of insurance.

**NEGLIGENCE OF CLIENT:** To the fullest extent permitted by law, Client shall indemnify, defend and hold Hillmann, its officers, directors, employees, consultants and subcontractors harmless from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses resulting from, arising out of or occasioned by the alleged negligence of Client.

- (a) Such obligation to defend shall begin upon notice by Hillmann to Client of a claim, action, or proceeding.
- (b) Such obligation to defend shall include, without limitation, payment of Hillmann's reasonable costs incurred for labor and other expenses in responding to such claim or claims.

Should any of the indemnity obligations of any party to this agreement be unenforceable in any jurisdiction regarding the duty to defend or the duty to indemnify, or both, it is the intent of the parties that the obligations be enforced to the extent permitted in the jurisdiction.

**STANDARD OF CARE:** Hillmann shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by licensed engineers or other professionals and individuals skilled in other technical disciplines, as appropriate.

**LIMITATIONS OF PROFESSIONAL LIABILITY:** In performing professional services, Hillmann will adhere to the Standard of Care. No warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where visual observations, measurements, borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available to the Client. Hillmann will be responsible for such data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified professional is essential to verify that designs are appropriate for actual site conditions.

Should Hillmann or any of our professional employees be found or alleged to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty or made any misrepresentation, or breached this agreement in anyway, the Client agrees for itself and its successors and assigns that the maximum aggregate amount of HILLMANN'S liability to all parties and/or that of said professional employees, including, without limitation, any attorney's fees to enforce this provision, shall be limited to \$50,000.00 or the aggregate amount of the fee(s) paid us for all professional services rendered on this project pursuant to any and all agreements, additions or amendments for such services, whichever amount is greater.

Hillmann shall not be liable to Client for any special, indirect or consequential damages, where caused or alleged to be caused by Hillmann's negligence, strict liability, breach of contract or warranty under this Agreement.

**CLIENT'S RESPONSIBILITIES:** Client agrees to undertake the following:

- (a) Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Project.
- (b) Provide all criteria and information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations.
- (c) Provide all available information, including previous reports and any other data in possession of Client relevant to the Project. These data may include: (a) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment; (b) appropriate professional interpretations of such data; (c) environmental assessments and impact statements; (d) property, boundary, easement, right-of-way, topographic and utility surveys; (e) property descriptions, zoning, deed and other land use restrictions; and (f) other necessary special data or consultations. Hillmann may rely on the accuracy and completeness of the supplied data.
- (d) Provide adequate lighting, access and information to allow for a meaningful evaluation, inspection and observation, where applicable.
- (e) Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Project and approval from others as may be necessary for the timely completion of the Project.
- (f) Give prompt written notice to Hillmann whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Hillmann's services.

**INDEPENDENT BUSINESS DECISIONS OF CLIENT:** Client assumes responsibility for its business decisions that it makes utilizing the report provided by Hillmann. Hillmann shall not be responsible for any independent conclusions, interpretations and/or decisions of Client.

**DUTIES AND RESPONSIBILITIES NOT UNDERTAKEN:** The Parties agree that Hillmann shall not have the authority to perform and shall not perform the following duties or tasks:

- (a) Direct the employees of construction manager, owner or employees of contractors concerning the means and methods of their work, safety issues or any other matters.
- (b) Enforce job site safety plan or plans.
- (c) Exert control over the work site.
- (d) Resolve disputes between contractors or direct their work.
- (e) Stop the work.
- (f) Enter into contracts on behalf of owner.
- (g) Prepare accident reports or investigate accidents occurring on site.

**OWNERSHIP OF DOCUMENTS:** Any written materials and test results prepared for Client by Hillmann ("Deliverables") shall be the property of Hillmann. Hillmann shall maintain the Deliverables as Confidential Information and shall not disclose the Deliverables to any third party without Client's written consent. Hillmann shall retain these Deliverables for a period of two years following their submission, during which time they will be made available to the Client upon written request and at the sole expense of the Client.

Notwithstanding anything to the contrary in this Agreement, Hillmann retains the right to use its knowledge and experience, including processes, ideas, concepts, and techniques that it developed prior to, or independently from, this Agreement in providing services to other Clients.

All reports, drawings, boring logs, plans, specifications, field data, field notes, calculations, estimates and other documents we prepare including electronic media, as instruments of service, shall remain the property of Hillmann.

**RELIANCE:** Neither Client nor Hillmann may delegate, assign, sublet or transfer its duties or interests in the agreement, without the written consent of the other party. Notwithstanding anything to the contrary contained herein, in no event or circumstance shall any party or entity other than Client and its affiliates be entitled to rely upon any data, interpretation, reports or any other information or documentation developed by Hillmann in connection with the services to be provided hereunder. Unless such party or entity obtains Hillmann's expressed written consent thereto, any such reliance shall be at such party's or entity's sole risk. Hillmann may, in its sole discretion, withhold its consent to such reliance and/or any attempted Project or delegation of Client's interests or duties hereunder. In connection with giving its consent, Hillmann may require such party or entity to become a party to this agreement, specifically, such party or entity shall agree to be bound by the provisions relating to the limitation of Hillmann's liability hereunder.

**CONFIDENTIALITY:**

- (a) Hillmann acknowledges that during the term of this Agreement Hillmann may acquire confidential or proprietary information, including, but not limited to: (i) information concerning Client's business, finances, facilities, facilities locations, ownership, and operations; (ii) patents, copyrights, trade secrets, and other intellectual property rights owned by Client or licensed by Client from third parties; (iii) the Deliverables; and (iv) other non-public information concerning third parties (collectively, the "Confidential Information"). Hillmann shall not duplicate, use, nor disclose the Confidential Information to anyone, except to Personnel on a need-to-know basis solely in connection with performance of the services described in this agreement, without Client's prior written consent. Confidential Information shall not include information to the extent that: (i) it is or becomes publicly available through a source other than Hillmann; (ii) it was known to Hillmann as of the time of its disclosure; (iii) it is independently developed by Hillmann without reference to the Confidential Information; (iv) it is subsequently learned from a third party that does not impose an obligation of confidentiality upon Hillmann unless such third party is legally or contractually obligated not to disclose such information; (v) it is required to be disclosed pursuant to law or regulation, government authority, duly authorized subpoena or court order; or (vi) is approved for disclosure by prior written consent of Client.

Notwithstanding the foregoing, in order to maintain the security of Client's facilities and the activities to be conducted there, Hillmann shall not disclose, and shall maintain at all times as Confidential Information, all information regarding the location of Client's data centers, the floor plans of facilities, the proposed or actual activities conducted at the facilities, and the identity of any entity that uses or owns the facilities, provided, however, if such disclosure is compelled pursuant to legal process, then Hillmann shall provide Client with prompt notice thereof and shall cooperate with Client to obtain any applicable court protective order or equivalent protection.

- (b) Upon the termination or expiration of this Agreement, Hillmann shall return all Confidential Information that is in written, graphic or other tangible form. Notwithstanding the foregoing, Hillmann may retain its work papers. Any Confidential Information contained within such work papers remains subject to this Agreement.

**INDEPENDENT CONTRACTOR:** Notwithstanding anything to the contrary, Hillmann is a contractor independent of Client, not Client's agent, and all Hillmann personnel performing the Services shall continue to be considered for all purposes as Hillmann's employees. With respect to all Hillmann personnel, Hillmann shall be solely liable for: (i) the payment of compensation and the provision of any employee benefits; (ii) the payment of workers' compensation, disability benefits, and unemployment insurance; and, (iii) withholding and payment of all applicable Federal, State, and local income taxes and social security.

**INSURANCE:** Hillmann shall, at its sole expense, maintain in full force and effect during its performance under this Agreement the insurance coverages set forth below ("Required Coverages"). Hillmann shall cause Client to be named as an additional insured under its General Liability, Auto, Pollution and Excess policies described below for damages arising from Hillmann's alleged negligent performance under this Agreement. If requested, Hillmann shall provide to Client Certificates of Insurance and/or specific policy endorsements evidencing that the insurance policies described below are in effect.

Client must advise Hillmann if other entities should be added to Hillmann's General Liability, Auto, Pollution and Excess policies as additional insured(s).

**General Liability:** \$1,000,000 per occurrence and \$2,000,000 General Aggregate with Contractual Coverage, Products & Completed Operations. \$2,000,000 aggregate applies per project.

**Automobile Liability:** Combined Single Limit of \$1,000,000 per occurrence or primary/excess policies with this amount or greater in coverage. Limit of \$1,000,000 for Owned, Non-Owned & Hired Auto Liability.

**Excess Liability:** \$10,000,000 per occurrence \$10,000,000 aggregate, excess over General Liability, Auto Liability.

**Workers Compensation:** Statutory limits for the state in which the project is located and Employers Liability of \$1,000,000 bodily injury by accident; \$1,000,000 bodily injury by disease policy limit; and \$1,000,000 bodily injury by disease each employee.

**Professional Liability and Pollution Liability:** \$15,000,000 /\$15,000,000 aggregate. Professional claims made/pollution occurrence

Professional/pollution deductible \$15,000  
General Liability deductible None

All insurance policies required to be carried by Hillmann shall; a) be provided at the sole cost and expense of the Hillmann; b) be written on an occurrence, not a claims-made basis, with the exception of Professional Liability; c) be written by companies duly licensed to transact the prescribed coverages in each jurisdiction in which the work or any portion thereof is to be performed; d) be primary and non-contributory; e) cover Hillmann for both ongoing operations and completed operations; f) waive subrogation rights and; g) provide that the prescribed coverages may not be reduced, cancelled, or non-renewed without at least 30 days' prior written notice to the Owner, except in the case of a cancellation for non-payment of premium, in which case 10 days' prior written notice shall be sufficient.

Deviations from these contract provisions or our standard insurance may incur additional costs to the Client.

**DELAYS:** Services under this agreement may be delayed by site conditions which may prevent or inhibit performance or if unanticipated hazardous waste materials or conditions are encountered. These delays and any delays caused by Client and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and Hillmann shall be paid for Services performed to the delay start date plus reasonable delay fees. Delay fees include, but are not limited to, personnel and equipment deferral and reschedule modifications; labor and material escalation; and extended overhead costs directly attributable to the delay. Delays within the scope of this Article or in excess of thirty (30) days may render the agreement subject to renegotiation or termination, at the option of either party.

Client shall not hold Hillmann responsible for damages or delays beyond the reasonable control of Hillmann including acts of God, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies, storms, floods, epidemics, war, riot, strikes, lockouts or any inability to supply personnel, information or equipment to the project. In the occurrence of such events, Hillmann shall use all reasonable methods to overcome all arisen difficulties and resume the schedule of operations covered by the Agreement as soon as reasonably possible.

**LITIGATION SERVICES:** If Client requires Hillmann's services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, Hillmann will provide such services in accordance with Hillmann's Standard Fee Schedule.

**NO PROMOTION:** If specifically requested, Hillmann agrees that it and its employees, agents and personnel will not, without prior written consent of Client in each instance unless Client specifies in writing otherwise: (a) use in advertising, publicity or otherwise, the name of Client, or any affiliate of Client, or any partner or employee of Client or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Client or its affiliates; or (b) represent, directly or indirectly, that any product or any service provided by Hillmann has been approved or endorsed by Client.

**COOPERATION:** Hillmann and Client agree to cooperate fully with each other and to provide any assistance necessary in connection with any investigation of any illegal or fraudulent activities, security breaches or similar situations which may involve Hillmann, Client or their employees and agents.

**RESOLUTION OF DISPUTES:** All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent we have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this agreement. If no specific ADR procedures are set forth in this agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under the agreement and that dispute requires litigation instead of ADR as provided above, then:

- (a) the claim will be brought and tried in the judicial jurisdiction of the court of the State of New Jersey and the Client waives the right to remove the action to any other judicial jurisdiction, and
- (b) the parties waive trial by jury and agree that the matter shall be tried by a judge.

**NOTICES:** Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address specified below:

If to Hillmann:	1600 Route 22 East Union, New Jersey, 07083 Attention: Geralanne Maglione Telephone: 908-688-7800 Facsimile: 908-686-2636	If to Client: _____ Attention: _____ Telephone: _____ Facsimile: _____
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With email copy to [Scalabrese@hillmannconsulting.com](mailto:Scalabrese@hillmannconsulting.com)

**TERMINATION:** This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Hillmann shall be paid for the services performed through the termination notice date plus reasonable termination expenses.

**SUCCESSORS:** This Agreement is binding on the successors and assigns of Client and Hillmann. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and Hillmann.

**ENTIRE AGREEMENT:** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and Hillmann. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and Hillmann.

**WAIVERS AND SEVERABILITY:** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition, or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. However, Client and Hillmann will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the internal laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

**INTERPRETATION:** No provision of this Agreement shall be construed by any arbitrator, court, or other judicial or quasi-judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provision.

**AUTHORITY:** The person executing this Agreement on behalf of each party represents and warrants that this Agreement has been duly authorized by such party.

**PERMITS:** Hillmann will not obtain permits on behalf of Client but will assist Client in obtaining any required permits at Client's sole cost & expense.

**AGREEMENT FOR CONSULTING SERVICES  
RE: MSH ENVIRONMENTAL**

AGREEMENT made this 27 day of August 2019, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and Hillmann Consulting, LLC, 6 Fortune Drive, Suite 301, Billerica, MA 01821 (hereinafter: "Consultant"): Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the proposal dated August 21, 2019, a copy of which is attached hereto as "Attachment A", as well as all services necessary or incidental thereto.
2. Fee for Services - Consultant's total fee for services shall be Seven Thousand Five Hundred Dollars (\$7,500.00). Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.
3. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A".
4. Payment for Services - Consultant shall bill Town for services which Town has agreed to pay on an hourly basis and Town shall pay Consultant within thirty (30) days.
5. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
6. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established full-service engineering consulting firms.
7. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.
8. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in

question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

9. Termination

a. For Cause - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of Consultant's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.

10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Hillmann Consulting, LLC, 6 Fortune Drive, Suite 301, Billerica, MA 01821 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Selectmen, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated

by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

11. Independent Contractor - The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
  - a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
  - b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
  - c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.
14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to One Million Dollars (\$1,000,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as

required by law.

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

*In Witness Whereof*, Town and Consultant have each caused this agreement to be executed by its duly-authorized representative(s) on the date contained on the first page hereof.

Town of Medfield, by its  
Board of Selectmen:

Consultant:  
Hillmann Consulting, LLC, by

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

 Jon Nicoll REGIONAL MANAGER  
Name / Title

Approved as to form:

\_\_\_\_\_  
Mark G. Cerel, Medfield Town Counsel

This is to certify that the Town of Medfield has appropriated Seven Thousand Five Hundred Dollars (\$7,500.00) for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

\_\_\_\_\_  
Town Accountant

# ARTICLE 20. MEDFIELD STATE HOSPITAL DISTRICT ZONING AMENDMENT

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## **Section 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 Section 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;

## Section 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** is 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** is a unit of Affordable Housing required to be sold to an Eligible Household.

**Affordable Housing** is 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** is 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** is a unit of Affordable Housing required to be rented to an Eligible Household.

**Affordable Unit** is either an Affordable Rental Unit or an Affordable Homeownership Unit.

**Applicant** is 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** is 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 Sections 9 and 10 of this Article.

**Artist Live/Work Dwelling** is 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** is a use permitted under Section 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 Sections 9 through 13 shall be considered an as-of-right Proposed Project.

**Assisted Living** means 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)** are 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)** is 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 sixty (60) years of age or older or married couples or domestic partners where either the spouse or domestic partner is sixty (60) years of age or older.

**DHCD** is the Massachusetts Department of Housing and Community Development or any successor agency.

**Design Guidelines** are 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** is 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.

**Eligible Household** is an individual or household with an annual income not greater than eighty percent (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** means 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** is the United States Department of Housing and Urban Development or any successor agency.

**Live/Work Dwelling** is 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)** is 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** is a building of two or more stories with four or more units of residential housing.

**Mixed Use** means a Structure intended for use by both (a) one or more “Non-Residential Uses” listed in Table 1 of this Section and (b) one or more “Residential Uses” listed in Table 1 of this Section.

**MSHD** is 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** is the map of the area within the Town of Medfield that comprises the approximately 135-acre Medfield State Hospital District, which map is entitled “Medfield State Hospital District” and dated December 2017.

**PAA Rules** means the administrative rules relative to the application requirements and contents for Plan Review adopted by the Plan Approval Authority pursuant to Sections 9 and 10.

**Plan Approval** means a favorable decision by the Plan Approval Authority on an Application.

**Plan Approval Authority** is the Medfield Planning Board, which shall be authorized to approve a Development Plan to implement a Proposed Project.

**Plan Review** is 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** is 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** means 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** means a one-story, single family dwelling having a Net Floor Area less than 2,200 square feet.

**Sub-Zone** is 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 Section 3.B of this Article.

**Unrestricted Unit** is a Dwelling Unit that is not restricted as to rent, price or eligibility of occupants.

### **Section 3. - Establishment of Medfield State Hospital District.**

A. **Establishment.** The Medfield State Hospital District is a district having a land area of approximately 135 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 of the Planning Board.

B. **Sub-Zones.** There are hereby established eight 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.

#### **2. MSH South of Hospital Road:**

- a. **South Field** is the area south of Hospital Road between Sledding Hill and McCarthy Park Fields.
- b. **The Sledding Hill** is the western portion of the area south of Hospital Road, which is a rolling hill to be preserved as a public open space for recreational activities throughout the year. It may be

used for agricultural use if compatible with the primary recreational use.

The location of these Sub-Zones is shown on the MSHD Map.

#### **Section 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.

#### **Section 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 ten percent, 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 Section 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 Section 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						MSH South of Hospital Road	
	A. The Green	B. Cottage/Arboretum	C. Core Campus	D. North Field	E. West Slope	F. Water Tower	A. South Field	B. Sledding Hill
<b>RESIDENTIAL USES</b>								
Single-Family Cottages	NO	YES	NO	NO	NO	NO	NO	NO
Two and three-family dwellings	NO	YES	SP	NO	NO	NO	NO	NO
Multi-family Dwellings	NO	NO	YES	NO	YES	NO	NO	NO
Senior housing with or without supportive services	NO	YES	YES	NO	SP	NO	NO	NO
Artist Live/Work Dwelling	NO	NO	YES	NO	YES	NO	NO	NO
Live/Work Dwelling	NO	YES	YES	NO	YES	NO	NO	NO
Mixed-Use	NO	NO	YES	NO	YES	NO	NO	NO
<b>NON-RESIDENTIAL USES</b>								
Agricultural, Floriculture, Horticulture	NO	NO	NO	YES	YES	YES	YES	YES
Arboretum	NO	YES	NO	NO	NO	NO	NO	NO
Community Gardens	NO	NO	PB	PB	PB	YES	YES	NO
Open Space	YES	YES	YES	YES	YES	YES	YES	YES
Hotel/ Inn/ Bed'n'Breakfast	NO	NO	SP	NO	YES	NO	SP*	NO
Commercial Office	NO	NO	YES	NO	YES	NO	SP*	NO

Use	MSH North						MSH South of Hospital Road	
	A. The Green	B. Cottage/Arboretum	C. Core Campus	D. North Field	E. West Slope	F. Water Tower	A. South Field	B. Sledding Hill
Distillery/ Brewery	NO	NO	SP	NO	SP	NO	SP*	NO
Restaurant/ Café	NO	NO	YES	NO	YES	NO	SP*	NO
Wellness/ Medical Office or Clinic	NO	NO	YES	NO	YES	NO	SP*	NO
Food and Beverage Production	NO	NO	SP	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	SP*	NO
Research & Development	NO	NO	NO	NO	SP	NO	SP*	NO
Light Manufacturing	NO	NO	NO	NO	SP	NO	SP*	NO
Spa, Salon or Personal Service Establishments	NO	NO	PB	NO	PB	NO	PB	NO
Nursing Home/ Memory Care/ Assisted Living, Rehabilitation Center, Hospice, Continuing Care Retirement Community	NO	NO	PB	NO	PB	NO	NO	NO
Community Center or Social Club	NO	NO	YES	NO	NO	NO	NO	NO
Arts Center (Performance Space, Gallery, Exhibition, Museum, Arts Education)	NO	NO	YES	NO	YES	NO	SP*	NO

Use	MSH North						MSH South of Hospital Road	
	A. The Green	B. Cottage/Arboretum	C. Core Campus	D. North Field	E. West Slope	F. Water Tower	A. South Field	B. Sledding Hill
Recreation, nonprofit or municipal (buildings)	NO	NO	PB	NO	PB	NO	PB	NO
Recreation, for-profit	NO	NO	PB	NO	SP and PB	NO	SP and PB	NO
Passive Recreational Uses (outdoors)	YES	YES	YES	YES	YES	YES	YES	YES
Education, Museum	NO	NO	YES	NO	YES	NO	SP*	NO
Governmental	NO	NO	SP	NO	SP	YES	SP	NO
Parking (shared-use and off-site)	NO	SP	PB	NO	PB	YES	PB	NO
Open Air Amphitheatre	SP	NO	NO	NO	NO	NO	SP*	NO

\*Special Permits for non-municipal uses may be granted only for an aggregate of six acres of the South Field.

## **Section 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 program and includes an affirmative fair housing marketing program and a fair housing compliant resident 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 thirty percent (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 homeowner's association fees,

insurance and parking, shall not exceed thirty percent (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 no less than thirty (30) years;
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 town counsel, and shall limit initial sale and resale 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 affordability.

**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 Administrating 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.

## **Section 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 eighty-five percent (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.

## **Section 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 seventy-five percent (75%) or more of the first half 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 ten (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 taxi-cabs, 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 1 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, 1 bicycle parking space per ten 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 sf
Hotel or Inn	1.2	per	Occupant Room
Function Space	1	per	40 sf of Function Space
Live Theatre	0.25	per	Seat
Library, Art Center, Community Facility	2.61	per	1,000 sf
Restaurant/ Café	0.2	per	Seat
Retail	2.87	per	1000 sf
Education/ Classroom	1	per	5 Seats in a Classroom

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.

## **Section 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 pre-application 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 Section 6;
  - 2. Proposed Project plans that demonstrate compliance with the design and construction standards of Section 6 and the Design Guidelines; and
  - 3. A form of Affordable Housing Restriction that satisfies the requirements of Section 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 façade).
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 Section 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.** 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:

1. A floor plan of each floor on which remodeling is to be done or areas converted into living quarters;
2. 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
3. An elevation of the parts of the building where outside stairways or fire escapes are to be located.

The plans and elevations shall be clearly illustrated. The scale of each plan should be ¼ inch equals one foot or larger.

E. **Additional Documentation & 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 Section 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 forty feet (1"=40') 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 & Hospital Historic District Commission, the Housing Authority, the Town Planner, the Police Chief, the Public Works Department, and the Water & Sewer Commission for review and comment. Any reports from these parties shall be submitted to the Plan Approval Authority within thirty (30) days after filing of the Application.

## **Section 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 fourteen (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 fourteen (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 Section 6, (ii) that the proposed Affordable Housing Restriction meets the requirements of Section 6 and (iii) that the Proposed Project otherwise complies with the provisions of Section 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 Section 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 disciplines and recognized as an authority in their specialty.

## **Section 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 one hundred and eighty (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 one hundred and eighty (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 one hundred eighty (180) days or extended time, if applicable, must notify the Town Clerk in writing of such Plan Approval, within fourteen (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 and shall be filed within twenty (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.
- 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.** 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:

1. The Applicant submitted the required fees and information as set forth in the PAA Rules;
2. 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
3. Any extraordinary adverse potential impacts of the Proposed Project on nearby properties have been adequately mitigated.

For a Proposed Project subject to the Affordability Requirements of Section 6, compliance with Section 9.B above shall include written confirmation by the Administering Agency that all requirements of Section 6 have been satisfied, as described in Section 10.C 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 (2) 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 pre-construction 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.

## **Section 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 Section 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.

## **Section 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 & 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 hill crest, the main campus offers views of rolling hills, forested areas, and the Medfield Charles River Gateway to the west. Maintaining these view-sheds 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.

- (1) The view-shed between buildings, especially to the north, west and south is to be maintained.
- (2) The rhythm/ spacing of buildings of the core campus should be maintained.
- (3) 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.)
- (4) Appropriately designed additions which respect existing building features permitted at the rear of buildings.
- (5) Additions linking buildings are permitted on the east side of the Core Campus only, where they least disrupt view-sheds.

(6) 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.

2. **South of Hospital Road.** South of Hospital Road is currently an open grass field. The plan provides for potential construction of a facility to support public recreation and sports, or agricultural uses on the South Field area.
  - a. The 13.4 acre Sledding Hill area is designated as a permanent open space in the Master Plan, and construction is prohibited.
  - b. The former Odyssey House was not visible from Hospital Road. New construction in the South Field area should be located so as to prevent or minimize impact on the Hospital Road viewshed.
  - c. New construction should reflect the character of the historic campus north of Hospital Road and be in keeping with the surrounding South Field and Sledding Hill context.

**B. Historic Preservation.** Adherence to the Secretary of the Interior’s Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating & 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 & 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.**

<b>Sub-Zone/ Area</b>	<b>Footprint</b>	<b>Frontage</b>	<b>Height</b>
<b>Core Campus: West Perimeter of Quad</b>	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 section 13.C-1.)
<b>Core Campus: North Perimeter of Quad</b>	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 section 13.C-1.)
<b>Core Campus: East Perimeter of Quad</b>	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 SF each. Planning Board approval required. New construction permitted on site of former TB Cottage, east of South Street and west of Stonegate Drive.	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 materials; glazing preferred.	Maintain height, cornice line and floor-to-floor levels consistent with existing structures. (See section 13.C-1.)
<b>Core Campus: South Perimeter of Quad</b>	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 section 13.-1.)
<b>Core Campus: Core of Quad</b>	Where additions to existing structures are permitted per the Master Plan, footprint of addition not to exceed 50% of existing footprint. If Building	N/A	Maintain height, cornice line and floor-to-floor levels consistent with existing structures. (See section 13.C-1.)

Sub-Zone/ Area	Footprint	Frontage	Height
	27B is demolished, new construction of up to 50% of the existing building foot print may be permitted, subject to design review. Planning Board approval required.		
<b>West Slope</b>	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 section 13.C-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.
<b>Cottage Arboretum</b>	New construction with a maximum footprint of 3,600 SF 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.
<b>Water Tower</b>	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.
<b>North Field</b>	New construction prohibited.	N/A	N/A
<b>The Green</b>	New construction prohibited.	N/A	N/A

Sub-Zone/ Area	Footprint	Frontage	Height
<b>South of Hospital Road: Sledding Hill</b>	New construction prohibited.	N/A	N/A
<b>South of Hospital Road: South Field</b>	New construction permitted on up to twelve acres.	N/A	Maximum 24 feet to the bottom of the roof eave.

**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 & Massing**

a. **Existing Building Character.** The existing campus buildings on the MSH campus are characterized by:

- (1) Steep-pitched, slate roofs with dormers, clerestories and chimneys.
- (2) 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.
- (3) 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:

- (1) 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.
- (2) 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.

- (3) 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.
  - (4) Any new construction should maintain a consistent building line relative to the street in the Core Campus area.
  - (5) New construction should maintain a distance between structures, existing or new, that is consistent with the existing core campus building footprints.
- c. **New Construction South of Hospital Road.** New construction should reflect the scale of structures of the historic campus and be in keeping with the surrounding agrarian context of the South Field and Sledding Hill.
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. **Materials for New Construction South of Hospital Road.** While not limited to the existing palette of existing materials on the main campus, new construction south of Hospital Road should reflect the quality of construction and durability of materials in existing campus context. While some new materials may better address maintenance issues, their appearance may not be in keeping with the historic character of the campus or its bucolic setting.

(1) Materials such as vinyl siding and brick veneer are prohibited.

- d. **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.
- e. **Water.** Water Sense – conservation-rated products and services should be used in both rehabilitation and new construction throughout MSHD. Water Sense products include, but are not limited to low-flush toilets, water-reducing shower heads, and water-conserving appliances. Water saving methods, such as capturing ground water run-off and recycling gray water for irrigation are encouraged.

#### 4. Roofs.

- a. **MSH North.** The MSH campus buildings are distinguished by steep pitched, slate roofs.

(1) As character-giving elements of the buildings, existing hip roofs, dormers, and clerestories should be preserved.

(2) Details of roof construction such as cornices, brackets, gutters, and cupolas, should be preserved.

(3) 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.

- b. **South of Hospital Road.** The roof of the main portion of the barn was characterized by a half-hipped roof with two cupolas, typical for

the large spans of farm structures. While new construction need not replicate the exact form of the barn, a pitched roof structure within a barn typology would accommodate a large clear floor span and blend with the surrounding bucolic context. In general, roofs should be compatible with structures on the historic campus north of Hospital Road.

#### **D. Infrastructure.**

1. **Streets & 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 view-sheds.
  - 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 & 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 ten 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 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 ridge line 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 ten 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.

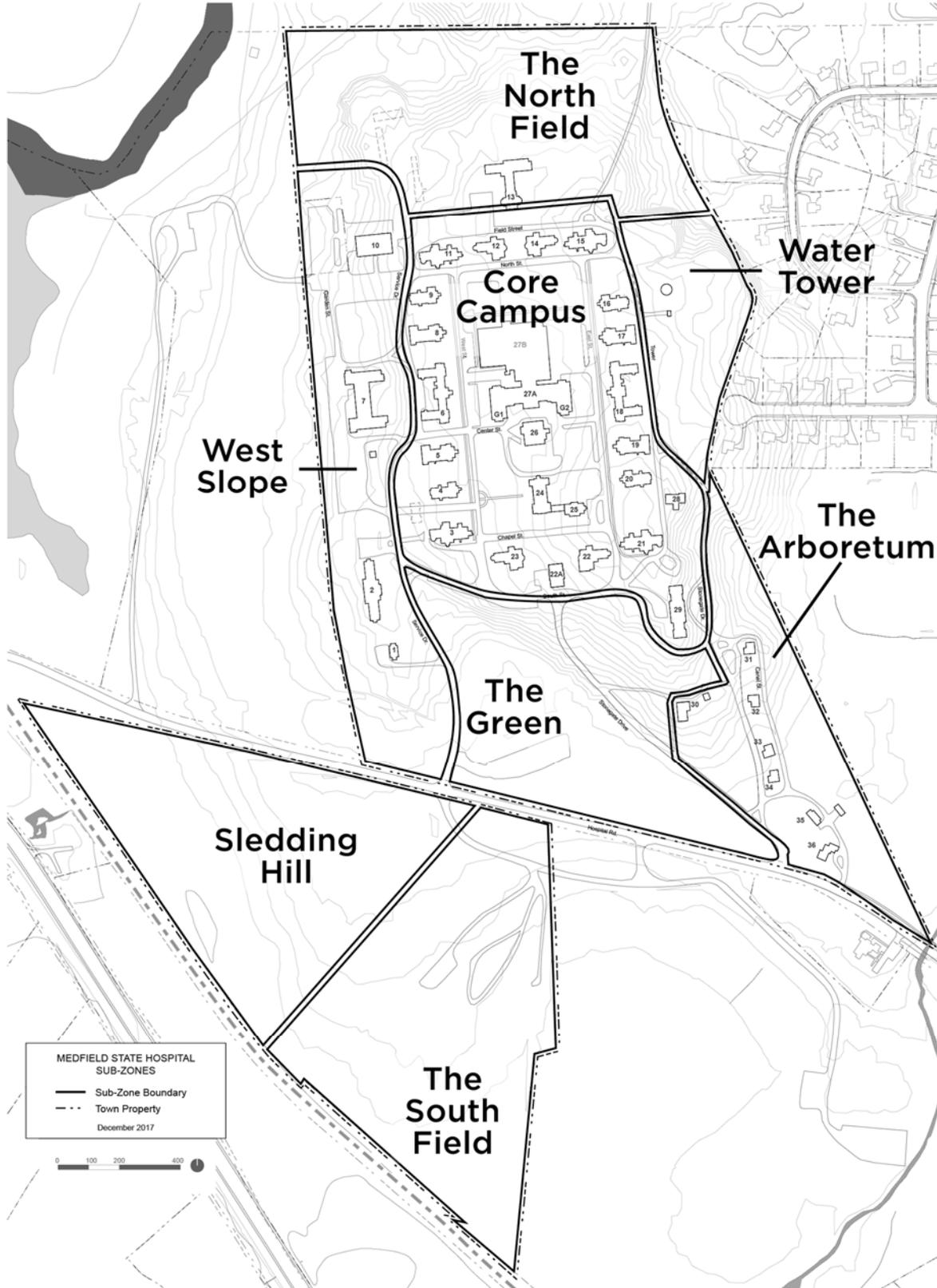
### Section 14. Signage.

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 Section and Sign Bylaw provisions applicable to residential uses shall apply to all signs for “Residential Uses” listed in Table 1 of this Section.

## **Section 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.

**FIGURE 1. Medfield State Hospital District and Sub-Zones.**



September 3, 2019

**BOARD OF SELECTMEN  
ZONING FOR MEDFIELD STATE HOSPITAL**

**Suggested Changes by Osler L. Peterson**

I suggest the following changes to the proposed zoning set forth in the Medfield State Hospital Strategic Reuse Master Plan of 2018:

<b>Item #</b>	<b>Page</b>	<b>Suggested change</b>
1.	7	Verify that G. L. c. "40R" is intended instead of "40A"
2.	7	Add "and rehabilitation of existing structures" to the phrase, such that the wording reads "All new construction [and rehabilitation of existing structures] in MSHD . . ."
3.	8	Change all permitted uses in Table 1 from "NO" to "SP" for The Green, North Field, Water Tower, South Field, and Sledding Hill, leaving Open Space as "YES."
4.	9	Change Community Gardens on Sledding Hill to "YES."
5.	9	Change Distillery/Brewery in West Slope from "YES" to "SP."
6.	10	Change Education in Core Campus and West Slope from "YES" to "SP." There are no property taxes on educational uses and therefore the town should be allowed to decide if it wants that use.
7.	15	Verify parking space requirements for Senior Housing (i.e. "1") and Duplexes and Triplexes (i.e. "2"). Uses seem essentially equivalent, such that parking requirements could be the same.
8.	15	Verify that one parking space per 40 sq. ft. of Function Space is really required (seems high).
9.	25	Question whether the addition of "porches" should be permitted by the Design Guidelines, especially to replace the former porches that were removed.
10.	26	For Water Tower, North Field, The Green, Sledding Hill, and South Field change "New construction prohibited" to "New construction not currently envisioned."

# JON MICHAELI

39 Quarry Road, Medfield, MA 02052 | 818.399.6050 | jon\_michaeli@yahoo.com

**June 26, 2019**

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

To whom it may concern:

I am writing to appeal a decision by Maurice Goulet, Director of Public Works, not to pay for additional work necessary to repair the front walkway of my home at 39 Quarry Road.

For the past two years, the town plow has damaged my walkway during the winter, even though I have inserted snow plow markers along the curb of my front yard. Following the 2017-2018 winter, I paid almost \$700 to repair the walkway (invoice can be furnished upon request). At the beginning of the 2018-2019 winter, I advised Maurice via letter (enclosed), as well as during his visit to my home, of this issue. Maurice informed me he would cover the cost of the repairs at the end of the winter (photos of current damage enclosed).

(As a side note, this walkway is completely unusable during the winter, because the town plow dumps and piles high snow from the end of the cul-de-sac on top of the walkway. It typically takes until the end of the winter to completely melt.)

Earlier this spring our landscaper, Morahan Brothers, sent a repair estimate to Mr. Goulet, which he approved. However, when Morahan attempted to purchase the border stones for the walkway (from 3 different suppliers), they learned that the color has been discontinued. The only acceptable option is to redo the entire border of the walkway with the closest available color, otherwise the walkway stones will be mismatched. Maurice has declined to cover the cost difference of \$736, which is the reason for this appeal (original and revised invoices enclosed).

Please be advised, our home has a second walkway that leads from our driveway to a side door. I am not asking the town to replace the border stones of that walkway, even though they would not match the new ones. I believe what I am requesting of the town is a reasonable compromise.

Please advise of your decision at your earliest opportunity. This work was supposed to be completed in April. Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Jonathan Michaeli". The signature is written in a cursive style with a large, looped initial "J".

Jonathan Michaeli

Homeowner, 39 Quarry Rd.

Cc: Mr. Maurice Goulet

# JON MICHAELI

39 Quarry Road, Medfield, MA 02052 | 818.399.6050 | jon\_michaeli@yahoo.com

**Dec 2, 2019**

Mr. Maurice Goulet  
Director, Dept. of Public Works  
Town of Medfield  
459 Main Street  
Medfield, MA 02052

**Dear Mr. Maurice Goulet:**

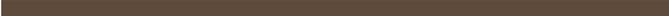
I am writing to make you aware of an issue we have with the town plowing in our neighborhood.

My family lives at the end of the cul-de-sac on Quarry Road. Even though I put up reflective markers along the street curb every winter, the town plow has repeatedly banged into and damaged our front walkway, necessitating repair in the spring. Last June, I paid almost \$700 to fix the walkway (invoice and receipt available upon request). This season the plow has already damaged the walkway from the first storm last month (see enclosed photos).

Last Tuesday I came into Town Hall and spoke to Donna Cimeno, advising her of this issue. She wrote down my contact information and told me the plow foreman would contact me soon. I have not heard from him in the past week, and as we could have another snowfall any day, I am escalating this to your attention.

I am requesting two actions by the town:

- 1) Repair the current damage and any new damage to our walkway (or property) from the town plow.
- 2) Ask the foreman to contact me so we can meet, survey the cul-de-sac and discuss where the plow can put the cleared snow so it is less disruptive (currently our front walkway is blocked by snow virtually the entire winter).



Please call me at 818.399.6050 at your earliest convenience. Thank you for your prompt attention to this matter.

Sincerely,

**Jon Michaeli**