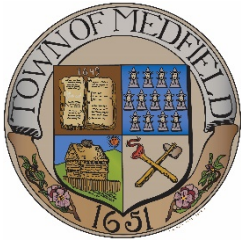




**Board of Selectmen**

**Meeting Packet**

**August 17, 2021**



## TOWN OF MEDFIELD

### *Office of the* **BOARD OF SELECTMEN**

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

(508) 906-3011 (phone)

(508) 359-6182 (fax)

**Kristine Trierweiler**

*Town Administrator*

**Nicholas Milano**

*Assistant Town Administrator*

#### ***Board of Selectmen***

Michael T. Marcucci, Chair

Gustave H. Murby, Clerk

Osler L. Peterson, Member

### **Sandwich Board Policy**

1. Application will be available online and must be submitted the Thursday prior to a Board of Selectmen's meeting in order to appear on the BOS agenda for approval
2. Signs may publicize non profit, community events only.
3. Only one sign per group per location.
4. Sandwich board signs may be no larger than standard 36" by 48" tall.
5. Signs may be displayed for a maximum of two weeks, unless a longer term is authorized by the Board of Selectmen.
  - a. Requesting individual/organization must remove the sign the day after the event
6. The following are the **only** approved sign locations:
  - a. Medfield Transfer Station
  - b. Corner of North and Main Street (Sidewalk jetout)
  - c. Corner of Route 109 and Hartford Street
  - d. Northeast Corner of Route 27 and South Street





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Gustave H. Murby, Clerk  
Osler L. Peterson, Member

**CAR WASH FUNDRAISER POLICY**

1. Applicants must be local Town of Medfield non profit organizations
2. Dates are available beginning 2<sup>nd</sup> Saturday in April through last Saturday in September
  - a. Only one car wash per Saturday, choice of 9AM to 1PM or 10AM to 2PM
3. Applications for **Spring Dates** (April to June) will be available online beginning February 1<sup>st</sup> and will remain open for two weeks.
  - a. Once application period closes a lottery will be held if the applications exceed the number of dates available.
4. Applications for **Fall Dates** (August to September) will be available online beginning June 1<sup>st</sup> and will remain open for two weeks.
  - a. Once application period closes a lottery will be held if the applications exceed the number of dates available
5. Applicant is responsible for picking up water key the Friday before the Fundraiser, water key must be returned in the Green Box on Janes Avenue at the conclusion of the fundraiser
6. An Adult must be present at all car wash fundraisers
7. **All car wash fundraisers will be postponed if the Board of Selectmen has declared a partial or total Water Ban**



TOWN OF MEDFIELD  
LAND DISPOSITION AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of August, 2021

1. Parties and Mailing Address:

The Town of Medfield, a municipal entity, acting by and through its Board of Selectmen duly authorized, hereinafter called the "TOWN" or "SELLER", with an address of 459 Main Street, Medfield, MA 02052, agrees to sell and Medfield Holdings LLC, a duly-organized and existing Massachusetts limited liability company (together with its successors, transferees and assigns), hereinafter called "DEVELOPER" or "BUYER", with an address c/o Robert J. Borrelli, Manager, Post Office Box 377, Medfield MA 02052 agrees to purchase, upon the terms and conditions hereinafter set forth and as may be binding on the property and under applicable law, the premises described herein.

2. Description of Premises:

The property which is the subject of this agreement is described as follows:

- a parcel of Town-owned land shown as "Parcel A" (Hinkley South) on a plan of land captioned "Approval Not Required (ANR) Survey Medfield Senior Center Medfield, Massachusetts" prepared by DiPrete Engineering, 990 Washington Street, Suite 101A, Dedham, MA 02026 dated June 26, 2018 and recorded at Norfolk County Registry of Deeds in Plan Book 672 at Page 75, containing 5.48 acres according to said plan, together with access and utility easements over, under, and through abutting Town-owned land known as Lot 3 Ice House Road. A plan showing the property to be conveyed is attached hereto and incorporated by reference herein in as Exhibit A.
- Two parcels of Town-owned land shown as "Parcel 1-B" and "Lot 3-2" on a plan of land captioned "Plan of Land, Medfield, Massachusetts" prepared by GLM Engineering, 19 Exchange Street, Holliston, MA 01746 dated April 14, 2021, and revised through August 3, 2021 containing 21,120+/- sf (Parcel 1-B) and 20,864+/- sf (Lot 3-2), to be recorded at the Norfolk County Registry of Deeds. A plan showing the property to be conveyed is attached hereto and incorporated by reference herein in as Exhibit B.

3. Deed:

The TOWN shall convey said premises by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except as follows:

- (a) Provisions of building and zoning laws now existing and as may be existing at the time of the closing.

- (b) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of the property for purposes set forth herein.
- (c) Such taxes for the then current year as are assessed subsequent to delivery of said deed, the property not presently being subject to taxation as municipal property.
- (d) Any liens for municipal betterments assessed after the delivery date. The Town has indicated that there are no liens on this Town-owned property.
- (e) Permanent restriction(s) contained in deed to ensure that the property is only used for the construction of up to twenty-four (24) units of affordable (25%) ownership duplex style housing development, restricted to seniors (at least 62-years old), under the Commonwealth's Local Initiative Program (LIP) process. Such restriction shall be binding upon BUYER's successors, transferees and assigns and shall run with the land.

4. Description of Project:

Per vote the 2019 Annual Town Meeting Article 26 and 2021 Annual Town Meeting Article 20, BUYER proposes to acquire the Premises for the construction of a 12 duplex style housing development (24 units), restricted to seniors (at least 62-years old), under the Commonwealth's Local Initiative Program (LIP) process. The goal of the development is for senior ownership, designated handicapped accessible units, 25% affordable units, of which a minimum of 12 units (6 duplexes) shall be the Ranch Style depicted in BUYER's RFP Proposal and application for local preference, as set forth generally in the proposal of the BUYER dated February 26, 2021 (BUYER's Proposal), submitted in response to the TOWN's Request for Proposals (RFP), as subsequently modified. The parties hereto acknowledge that specific design plans and site plans are not established as of the date hereof; notwithstanding, BUYER (Developer) will, to the extent feasible, construct all buildings, roadway(s), and other improvements with the minimum setbacks from property lines shown on the Concept Plan, dated June 9, 2021, a copy of which is attached as "Exhibit C". BUYER (Developer) will also make reasonable efforts to consult with immediate abutters as to fencing and plantings along property line borders. BUYER shall also agree to a Deed Restriction or ZBA Permit Conditions that limits all duplex units to two (2) bedrooms, and specifies that at least six (6) of the duplexes shall be the Ranch style depicted in BUYER's RFP Proposal. All such plans shall comply with TOWN's RFP as modified in BUYER's Proposal, and any substantial modifications to the BUYER's Proposal shall be subject to TOWN's review and approval. BUYER may not deviate from its response to TOWN's RFP unless it receives TOWN's written prior approval, which approval shall be solely within TOWN's discretion. BUYER acknowledges that any use of the subject real estate shall be restricted as to the use and the manner set forth in this paragraph. All costs and expenses relative to construction and renovation for the project, including but not limited to removal of material from the site, environmental compliance

expenses, abatement/remediation expenses, or the like, shall be the obligation of the BUYER and TOWN shall bear no portion thereof or responsibility therefor, the BUYER agreeing to indemnify, defend and hold harmless the TOWN to maximum extent permitted by law from any such costs, expenses or liability arising therefrom and/or the work to be performed by the BUYER. The BUYER acknowledges that it has been afforded the opportunity to inspect the premises and is aware that there may be hazardous materials on the premises and it agrees to be solely responsible for any legally required removal or other site remediation. The property is being sold "AS IS" with no warranties or representations by TOWN either express or implied. This provision shall survive the delivery of the deed.

5. Construction of Project:

BUYER shall commence construction of Project promptly following the closing and shall diligently and continuously prosecute the work until fully completed, i.e.: all occupancy permits issued; BUYER shall fully complete Project no later than twenty-four (24) months subsequent to the closing.

6. Purchase Price and Payment Schedule:

The purchase price for the property being conveyed hereunder is \$750,000.00, which shall be paid as follows:

- (a) \$37,500.00 to be paid as a deposit, at time of execution of this agreement.
- (b) \$712,500.00 to be paid at the time of delivery of the deed, in cash, or by certified, bank, treasurer or cashier's check, drawn on a Massachusetts bank and paid directly to the TOWN without the need for further endorsement.
- (c) Total purchase price: \$750,000.00

7. Closing Documents:

At the time of the closing, the SELLER shall deliver to the BUYER a deed in such form as necessary to convey title to the property, subject to the terms of this Agreement, to the BUYER. The SELLER shall also deliver an affidavit that the SELLER is not a foreign person or non-resident alien within the meaning of Section 897 of the Internal Revenue Code. The SELLER shall also provide evidence of the authority of the SELLER to deliver the deed and of the party executing the deed to do same on behalf of the TOWN.

The BUYER agrees to execute any and all closing documents reasonably necessary to effectuate the conveyance hereunder and as may be necessary to ensure the timely development of the property generally consistent with TOWN's RFP and BUYER's Proposal and the terms and conditions contained in this agreement.

8. Time for Performance and Delivery of Deed:

The sale and purchase of the property and the conveyance and delivery of possession of the property and of the deed and purchase price of same shall take place at the office of the TOWN ATTORNEY. The parties shall establish a closing date to be at 12 Noon on the tenth business day following the expiration of the twenty (20) day appeal period from the decision of the Medfield Zoning Board of Appeals or any extension thereof, or when BUYER has obtained all permits and approvals as provided for in Paragraph 15, whichever is the sooner, unless the parties otherwise agree in writing. TOWN's obligation to close is expressly conditioned upon its determination that Buyer has both the legal and financial ability, as of the time of closing, to satisfy its obligations contained in Paragraph 5 of this agreement. TOWN hereby agrees that evidence provided by the Massachusetts Department of Housing and Community Development (DHCD) and/or other state or established financial lenders of financial commitments to BUYER or its assignee, as defined in Par. 29 to construct the Project shall be deemed to be adequate to meet TOWN's determination. It is agreed that time is of the essence of this Agreement.

9. Possession and Condition of the Premises:

Except to the extent that the parties may otherwise agree, full possession of the premises to be conveyed hereunder shall be delivered by the TOWN to the BUYER, free of all tenants and occupants, except as herein provided, at the time of delivery of the deed. The same shall be in the same condition as they now are reasonable use and wear thereof accepted. The BUYER shall be entitled either personally or by its agents to inspect the premises prior to delivery of the deed for the purpose of determining compliance with the conditions of this Agreement.

10. Need to Perfect Title:

- (a) Should the SELLER at the time of the delivery of the deed or at any extension to said time be unable to give title or make conveyance or deliver the premises in accordance with the requirements contained herein, then the SELLER shall use reasonable efforts to remove any infirmities creating its inability as described in this section to make said conveyance, in which event the TOWN shall give notice of same to the BUYER at or before the time for performance hereunder and the closing date shall be extended for up to sixty (60) days or such period as the parties shall agree. "Reasonable efforts" shall not require TOWN to expend more than \$5000.00 dollars, exclusive of attorney's fees.
- (b) If by the expiration of any extended time referred to herein, the TOWN shall have been unable to so remove the defects in the title, deliver possession or otherwise make the premises conform to requirements hereunder, as the case may be, then any deposits made under this Agreement for said lot(s) shall be forthwith refunded to the BUYER and all obligations by and between the parties hereto shall cease and this Agreement shall be null and void without recourse at law or in equity to the parties hereto as relates to said lot(s). However, the BUYER shall have the election at the original delivery date or any extended time therefor, to accept such title as the TOWN can deliver to the premises in their then condition and to pay therefor the agreed purchase price, as may be adjusted by agreement of the parties.

11. Acceptance of Deed:

The acceptance of the deed by the BUYER shall be deemed to be the full performance and discharge of every agreement and obligation of the TOWN, herein contained or expressed, except such as are, by the terms hereof or by the necessary implications of the conditions of this Agreement, to be performed after the delivery of the deed.

12. BUYER's Additional Obligations Contained Hereunder:

The BUYER agrees that it shall work diligently and in good faith with the TOWN in terms of submitting any and all documents, plans and other matters to TOWN and any other governmental agency or authority to ensure that the work to be performed by the BUYER upon the premises shall be in accordance with the agreement and that said premises shall be maintained by the BUYER and its transferees, successors and assigns all in accordance with the terms and conditions of the agreement. BUYER agrees to meet with TOWN at least once every six (6) months during the development (pre-closing) phase of Project to update TOWN on the status of Project. This provision shall survive the delivery of the deed.

13. Use of Funds to Clear Title:

The TOWN may, at the time of delivery of the deed or following same, use the purchase money or any portion thereof to obtain the release or discharge or removal of any and all encumbrances or interests effecting the title, provided that all such instruments obtained are recorded simultaneously with the delivery of the deed or arrangements are made for the recording thereafter in accordance with customary conveyancing practices.

14. Adjustments:

In accordance with the provisions of G. L. c. 59, sec. 2C, an adjustment shall be made at the closing whereby the BUYER shall pay the taxes on the real estate being conveyed hereunder in accordance with all legal requirements. Per statute, such taxes shall be based upon the assessed value of the property in its present vacant condition at the time of closing. If the amount of said taxes is not known at the time of the delivery of the deed, the same shall be a portion on the basis of the taxes assessed by the Tax Collector for the previous year or the value determined by the Board of Assessors, whichever is the greater, with a reapportionment to be made as soon as the new tax rate and valuation can be ascertained.

15. Building and Other Related Permits and Approvals:

(a) Local Governmental Approvals:

Within one (1) year following issuance of a Site Eligibility Letter from the Department of Housing and Community Development (the "Permit Satisfaction Date") or such later date to which the Permit Satisfaction Date may be extended, in accordance with Paragraph 15(c) hereof, BUYER shall obtain, at its sole cost and expense all Governmental Approvals for construction of the Project, as described in Par. 4. At any time prior to the Permit Satisfaction Date that BUYER reasonably determines that the Governmental Approvals for this project will not be obtained as above provided, or that the BUYER reasonably determines that site constraints or conditions make it unfeasible to construct 24 units, then BUYER shall forthwith so notify SELLER, whereupon the deposit shall be refunded to BUYER and this Agreement shall thereupon terminate and become void without further recourse to the parties hereto, provided BUYER has used due diligence and reasonable efforts and acted in good faith in pursuing said Governmental Approvals. In the event that BUYER fails to give notice of rescission prior to the Permit Satisfaction Date, as it may be extended in this Section, BUYER shall be deemed to have waived the conditions to Closing contained in this Paragraph 15(a).

The term "Governmental Approval" hereunder shall expressly include those permits which BUYER has identified as necessary for the Project and are identified as follows, with the date by which the same shall be applied for:

1. Site Eligibility letter shall be applied for within sixty days following execution of this LDA.

The following shall be applied for within a year of approval of Site Eligibility letter from State Housing Agency:

1. Comprehensive Permit (Medfield ZBA)
2. Possible Sewer Extension Permit (Mass. Dept. of Environmental Protection)
3. Request for Determination (Medfield Conservation Commission) applying State regulations, and not any additional requirements that may be imposed in or by the local Medfield By-Law.

The following documents shall be secured prior to or at the closing of the project:

1. Building Permit (Medfield Building Department)
2. Notice of Intent and Local Wetland Filing (if #3 (RFD) above is positive) (Medfield Conservation Commission) (applying State regulations, and not any additional requirements that may be imposed in or by the local Medfield By-Law.
3. Apply for any new permit that might be required to close on project financing

Should there be any additional permits which become necessary for BUYER to obtain due to changes in the law or because of project changes approved by TOWN, the parties shall confer with each other relative to same. TOWN may terminate this agreement if in its reasonable opinion any such new permit will cause an unreasonable delay in the closing, provided however that BUYER may opt to continue and close on or before the Permit Satisfaction Date. Governmental Approvals shall not be deemed to have been received until all appeal periods therefrom shall have expired without appeal, or if an appeal is taken, such appeal shall have been resolved to the reasonable satisfaction of the BUYER.

BUYER shall promptly notify SELLER when all Governmental Approvals have been granted, all appeal periods therefrom having expired without appeal, or if an appeal is taken, when such appeal is resolved to the reasonable satisfaction of BUYER ("the Permit Satisfaction Notice").

Any appeals shall be defended by BUYER at its sole cost and expense. The SELLER shall be kept informed, supplied with such information as it may request and shall be allowed to participate to the extent SELLER desires. If an appeal has been taken by any person or entity other than the BUYER, the BUYER may terminate this Agreement, whereupon all deposits shall be returned to BUYER and this Agreement shall be of no further force and effect.

15(b) Project Financing and Other Approvals.

The parties acknowledge that BUYER must obtain additional permits and approvals, including but not limited to Construction financing, from both governmental and non-governmental entities. BUYER shall promptly make application and continuously and diligently pursue any and all specified permits and approvals. The provisions of Paragraph 15(a) shall apply to BUYER's inability to obtain any permit or approval.

Seller Cooperation; Extension of Time to Obtain Approvals

15(c) SELLER hereby authorizes and empowers BUYER in the name of SELLER or BUYER, or both, to make at its sole cost and expense, any and all applications, filings and submissions necessary and appropriate to obtain the Permits and Approvals, specified in 15(a) and 15(b) as relates to matters involving the SELLER, subject to review and approval by the SELLER, which shall not be unreasonably conditioned, withheld or delayed. SELLER agrees to cooperate fully with BUYER in securing all Permits and Approvals so long as there is no cost or expense to the SELLER. BUYER shall reimburse and/or pay for any cost or expense incurred by SELLER so long as BUYER is informed of said cost or expense prior thereto and approves of same.

If BUYER has not obtained said Permits and Approvals by the Permit Satisfaction Date, and upon its determination that the BUYER has utilized due diligence, reasonable efforts and acted in good faith in attempting to obtain said approvals, the SELLER may, in its sole discretion, extend the Permit Satisfaction Date for an additional period.

Contemporaneously herewith, SELLER has or will sign the attached DHCD LIP Application (page 2) and shall provide the requisite Letter of Support specified therein (page 3).

16. Compliance With Applicable Law:

Any and all actions undertaken by the BUYER in accordance with this Agreement or its obligations to construct and maintain the property under the agreement shall be done in full compliance with all applicable local, state and federal laws, rules and regulations.

17. Deposits:

All deposits made hereunder shall be held in escrow by the TOWN ATTORNEY and the same shall be duly accounted for at the time for performance of this Agreement. In the event of a disagreement between the parties considering the deposit, the deposit shall continue to be held in escrow pending mutual instructions given by the TOWN and the BUYER or in accordance with judicial determination.

18. BUYER's Default and TOWN's Right to Terminate

Each of the following shall constitute BUYER's default and grounds for TOWN to terminate this agreement:

- a. BUYER's failure to tender the balance of the purchase price at the time set for closing or to make any deposit or other payment when due.
- b. BUYER's failure or refusal to timely and diligently pursue, any permit or approval specified in Paragraph 15(a) or any financing or other approval specified in Paragraph 15(b) within the time period provided, without good cause as determined by the Town.
- c. BUYER's inability to obtain any permit or approval specified in Paragraph 15(a) or other approval specified in Paragraph 15(b) despite developer's reasonable good faith efforts, as determined by the Town.
- d. BUYER's failure or refusal at any time to inform TOWN, within thirty (30) days of a written request sent by certified mail, of the likelihood of its obtaining all required permits and approvals to construct the project and/or of its ability, both legally and financially, to timely construct and operate the project, once all permits and approvals are obtained.
- e. BUYER's refusal or failure to perform any other obligation imposed upon him by any provision of this agreement PROVIDED THAT TOWN shall have given written notice sent by certified mail thereof to BUYER and thirty (30) days have elapsed without BUYER's taking remedial action satisfactory to TOWN.
- f. BUYER's attempted assignment of its rights and obligations under this agreement in violation of Paragraph 29.
- g. BUYER's filing for voluntary bankruptcy or reorganization, BUYER's legal dissolution or formal cessation of business, the filing of an involuntary bankruptcy or other creditor's proceeding against BUYER which BUYER fails to have dismissed within thirty (30) days.
- h. TOWN's determination that any warranty, representation, or information contained in BUYER's Proposal or this agreement was not completely true and accurate when made or is no longer so PROVIDED THAT TOWN shall have given written notice thereof sent by certified mail to BUYER and thirty (30) days have elapsed without BUYER's taking remedial action satisfactory to TOWN, or unless TOWN agrees in writing to changes.

19. TOWN's Remedies in Event of BUYER's Default:

Should the BUYER fail to fulfill the BUYER's obligations to purchase the property or otherwise commit an event of default specified in the previous paragraph, excepting only Paragraph 18 (c) above, all deposits made by the BUYER shall be retained by the TOWN as liquidated damages and shall be the TOWN's sole and exclusive remedy.

20. No Broker Involved: Mutual Indemnification:

The TOWN and the BUYER warrant and represent to each other that they have had no contacts with anyone who would be entitled to a commission or similar fee in connection with the purchase and sale of the premises hereunder. Each party agrees to protect, indemnify and hold the other harmless from and against any and all liability, claims, losses, costs and expenses (including attorneys' fees and expenses), should such representation or warranty not be true. The provisions of this section shall specifically survive the delivery of the deed or any earlier termination of this Agreement.

21. Restrictions And Controls Upon BUYER:

In addition to all other restrictions and obligations that may be imposed upon the BUYER pursuant to this agreement, the BUYER agrees for itself and its successors, transferees and assigns, and every successor in interest to the property or any part or portion thereof, and the deed and other closing documents shall be subject to and contain covenants on the part of the BUYER for itself and its successors and assigns that:

- (a) BUYER shall timely construct the Project in full compliance with all Governmental Approvals, unless otherwise agreed-to in writing by the parties, and
- (b) The BUYER shall devote the property only to and in accordance with the use(s) as specified in Paragraph 4 of this Agreement, and subject further to the provisions of any applicable laws, rules or regulations. BUYER agrees to execute permanent restrictions to be contained in the Deed or other recorded instrument to ensure that property's use shall be limited to construction of a 12 duplex style housing development (24 units), restricted to seniors (at least 62-years old), under the Commonwealth's Local Initiative Program (LIP) process requiring 25% permanent affordable units, and
- (c) BUYER shall not discriminate upon the basis of race, color, sex, religion, physical condition or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof, and

- (d) BUYER agrees to execute such conditions as set forth by applicable Town of Medfield regulatory bodies and departments, such as, by way of example, conditions imposed by the Zoning Board of Appeals as part of the permit process.
- (e) BUYER will be responsible for constructing an access roadway satisfactory to TOWN, with right of TOWN to use same, at no expense to TOWN, with such reasonable easements as the Parties may determine are necessary or required.
- (f) Conveyance is subject to any reserved easements for water, sewer, utilities or access. The TOWN shall make said conveyance subject to reserving said easements or the BUYER shall grant said easements to the TOWN.

These obligations and covenants may be contained either in the deed or in such other documents requested by the SELLER, including a covenant, easement or other instruments, reasonably necessary to ensure their continued existence and being in full force and effect.

It is intended and agreed, and the deed and other closing documents shall so expressly provide, that the covenants provided under this Agreement shall run with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the TOWN, its successors and assigns, both for and its or their own right and also to protect the interest of the community and other parties, public and private, in whose favor or for whose benefit the covenants have been provided, against the BUYER, its successors and assigns, and every successor in interest to the property or any part thereof or any interest therein and any party in possession or occupancy of the property or any part thereof. The covenant provided herein shall remain in effect without limitation as to time. The closing documents may include a covenant to ensure the performance of the BUYER of its obligations to construct the roadway for the project as called for hereunder or otherwise approved by the SELLER, which covenant shall be discharged upon the issuance of the certificate of occupancy, subject to an agreement by the BUYER to complete the construction of such other items not then completed which would not otherwise delay the issuance of a certificate of occupancy.

22. Limitation on Liability of SELLER:

No officer, director, employee, agent, official or representative of the TOWN or any of such person's separate assets or property shall have or be subject to any liability with respect to any obligation or liability of the TOWN. It is acknowledged and understood by the parties that the members of the TOWN executing this Agreement and any related documents thereto either now or in the future, are doing so in their official capacity only and not in their individual capacity. The provisions of this clause shall specifically survive delivery of the deed or earlier termination of this agreement.

23. Non-Discrimination In Employment:

The BUYER, for itself, its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

- (a) The BUYER will not discriminate against any employee or applicant for employment because of race, national origin, age, disability, religion, creed, sexual orientation or sex (including gender identity and gender stereotyping). The BUYER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, national origin, age, disability, religion, creed, sexual orientation or sex (including gender identity and gender stereotyping). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BUYER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.
- (b) The BUYER will, in all solicitations or advertisements for employees placed by or on behalf of the BUYER, state that all qualified applicants will receive consideration for employment without regard to race, national origin, age, disability, religion, creed, sexual orientation or sex (including gender identity and gender stereotyping).

24. BUYER's Access to Property Prior to Transfer:

TOWN may permit BUYER access to the property prior to transfer for the purpose of inspections, measurements testing and/or preliminary site work; if TOWN chooses to provide access, it may condition its approval upon BUYER's execution of an access agreement satisfactory to TOWN which shall, at a minimum, require BUYER, at its expense, to restore any land disturbances or otherwise to provide remediation for BUYER's activities in the event BUYER fails to take title to the property, to waive in advance all claims for injury or damages; to indemnify and hold TOWN harmless from and against all liability, damage or expense arising from any activity of BUYER or its agents, consultants or contractors, and to provide surety satisfactory to TOWN.

25. TOWN's Access to Property Subsequent to Transfer:

The BUYER, its successors and assigns, shall from time to time until the construction is completed, at all reasonable hours, give to the duly authorized representatives of the TOWN, free and unobstructed access for inspection purposes to any and all of the improvements constructed on the property by the BUYER, its successors and assigns, and to all open areas surrounding the same. SELLER shall provide BUYER, its successors and assigns and agents, access to the Premises upon twenty-four (24) hours' notice. This provision shall survive the delivery of the deed.

26. Notices:

Any and all notices hereunder shall be deemed given if (i) delivered by hand, or (ii) sent by certified or registered mail, postage pre-paid, or delivered in a manner by which civil process may be served, if delivered/addressed as follows: To the TOWN with a copy to: Mark G. Cerel, Medfield Town Attorney, 5 North Meadows Road, Medfield, MA 02052, Medfield, MA 02038; to the BUYER, Medfield Holdings LLC, c/o Robert J. Borrelli, Manager, Post Office Box 377, Medfield MA 02052, with a copy to its attorney: James W. Murphy, Esq., P.O. Box 1327, Sherborn, MA 01770.

27. Representation as to Warranties by the BUYER Relative to Execution Hereof:

The BUYER expressly warrants and represents to the TOWN, and the TOWN in reliance thereof, entered into this agreement that:

- (a) The BUYER is a Massachusetts limited liability company, validly existing, with full right, power and authority to make, execute, deliver and perform this Agreement, and
- (b) The person executing this Agreement on behalf of the BUYER is duly and validly authorized to do so. A certificate of corporate vote shall be supplied by the BUYER upon the execution of this Agreement, and
- (c) The BUYER is acquiring the property with the express intent to develop it as a twelve unit duplex residential development for seniors over 62 years of age, restricted to two-bedrooms each, with 25% of said units affordable, of which there shall be a minimum of 6 duplexes (12 units) in the Ranch Style depicted in BUYER's RFP Proposal, and a preference for Medfield residents as permitted by law, generally consistent with TOWN's RFP and BUYER's Proposal, as modified at the 2021 Annual Town Meeting and within the agreed-upon time period.

28. Estoppel Certificate:

At the request of either party prior to the delivery date, and any time and from time to time, the other shall execute and deliver within ten (10) business days after request therefor, a certificate which acknowledges facts concerning this Agreement, any provisions of this Agreement and any payments made in connection with this Agreement.

29. Assignment:

The BUYER shall not assign its rights and obligations under this Agreement without the prior consent of the TOWN, provided however, that an assignment to an affiliate organization controlled by BUYER shall be approved upon the presentment of satisfactory evidence to the SELLER that the affiliate is controlled 100% by the BUYER. The giving of consent under any other circumstances shall be solely within TOWN's discretion.

30. Recordation:

BUYER shall not record either this agreement or any notice thereof without TOWN's prior written permission; any violation of this provision shall render this agreement null and void at TOWN's option, and the deposit shall be forfeited to the Town.

31. Construction of Agreement and Severability:

This Agreement, executed in multiple originals, is to be construed as a Massachusetts contract and is to take effect as a sealed instrument. If any provision of this Agreement shall to any extent be deemed invalid, the remainder of this Agreement shall not be effected thereby and shall remain in full force and effect as if such invalid provision were never included herein, if the remainder would continue to conform to the requirements of applicable law and the Plan. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be cancelled, modified or amended except by a written instrument executed by both the TOWN and the BUYER. The captions used herein are only being used as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties entering into same.

32. Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the TOWN, and the BUYER, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies, other than the liquidated damage remedy provided for in Paragraph 19 above, shall not preclude the exercise, at the same or different time of any other such rights or remedies.

33. Covenants to be Enforceable by TOWN

The covenants herein contained, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any installment or conveyance relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of the TOWN against the BUYER (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof). It is the intention of the TOWN that the benefit of the covenants running with the land which are contained in any instrument or conveyance relating to the Property shall be enforceable only by the TOWN, those authorized by law to enforce the same and their successors and assigns.

34. TOWN's Officials and Officers Barred from Interest

- a. No member, official or employee of the TOWN shall have any personal interest, direct or indirect, in this Agreement or the BUYER, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the TOWN shall be personally liable to the BUYER or any successor in interest in the event of any default or breach by the TOWN or for any amount which may become due to the BUYER or to its successors or on any obligations under the terms of this Agreement.
- b. After the date hereinabove first written, the BUYER shall not, without a prior finding by the TOWN that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or related Project and who is named on any list which may be furnished by the TOWN to the BUYER as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the BUYER or in the Property prior to the completion of the project in accordance with this Agreement and the Plan.
- c. The BUYER covenants that it has not employed or retained any company or person (other than full-time, bonafide employee working for the BUYER) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

35. Matters to Be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in constructing or interpreting any of the provisions of this Agreement.

36. Agreement Binding on Successors, Transferees and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors, transferees and assigns of the TOWN, the BUYER and the public body or bodies succeeding to the interests of the TOWN, and to any subsequent grantees of the Property.

37. Incorporation of other laws and documents:

It is agreed and understood that all applicable laws, rules and regulations, related to construction of affordable senior, multi-family residential housing, as proposed whether stated herein or not, are deemed incorporated by reference herein. Furthermore, it is agreed and understood that terms of the TOWN's RFP, the Developer's proposal dated February 26, 2021 and Developer's Concept Plan dated June 9, 2021, and the Town's LIP Memorandum of Understanding are incorporated by reference herein as the basis for the parties to agree on the content of the Comprehensive Permit Application, except as the same may be changed by the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall govern.

38. The Town shall convey the former Bolling Spring street sign to the BUYER at the Closing.

39. The Developer is authorized to name the street to be constructed as Damon Road (in honor of his uncle who was killed in the Normandy invasion during WW II). Unless and until accepted by Town as public way(s), such roadway(s) shall be private and all maintenance and repair of roadway(s), shall be sole responsibility of Developer and/or Condominium Homeowners' Association. Nothing herein shall preclude Developer or Condominium Homeowners' Association from petitioning Town to accept roadway(s) as public way(s), per statutory process, which requires both Town Meeting approval and BOS action, neither of which is guaranteed. This provision shall survive delivery of the Deed.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

Approved as to form:

SELLER, TOWN OF MEDFIELD BOARD OF  
SELECTMEN, by:

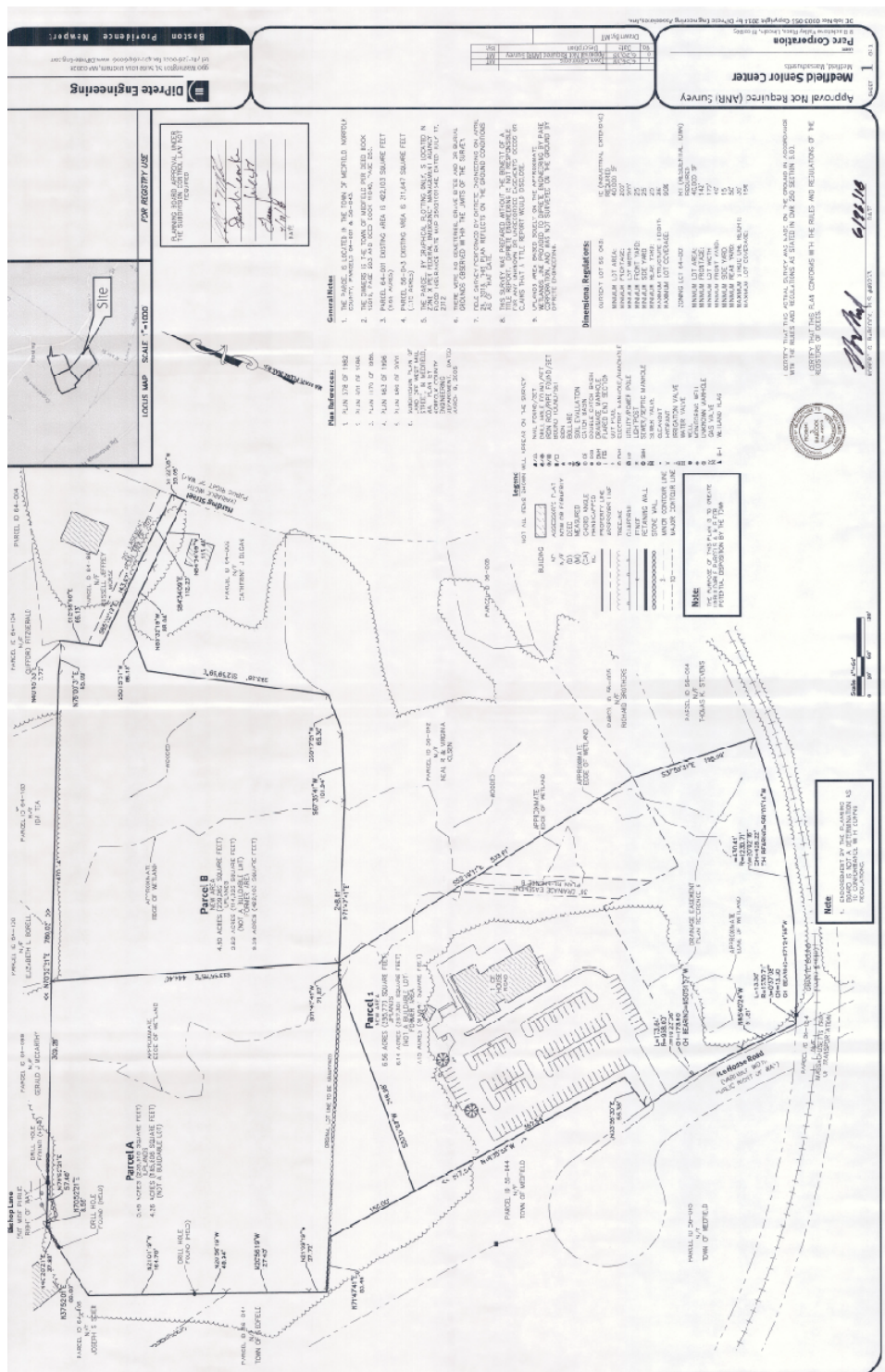
\_\_\_\_\_  
Mark G. Cerel  
Medfield Town Attorney

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

BUYER, MEDFIELD HOLDINGS, LLC by:

\_\_\_\_\_  
Robert Borrelli, Manager

Exhibit A:





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") executed upon the dates set forth below, is a binding agreement by and between the Town of Medfield, acting by and through its Board of Selectmen, having a usual address of 459 Main Street, Medfield, Massachusetts, 02052 ("Medfield" or the "Town"); and Medfield Holdings LLC, a Massachusetts limited liability company ("Developer"):

WHEREAS, Developer is in the business of developing residential properties and has proposed a twenty-four (24) unit multi-family senior ownership development (the "Project") to be located on a parcel of land measuring approximately 6.43 Acres (Hinkley South), situated off Ice House Road" in Medfield, aka "Hinkley South, as depicted on a certain plan prepared by GLM Engineering Consultants, Inc., entitled "Conceptual Layout Plan, Hinkley South" and dated Jan 6, 2021 and revised through June 9, 2021(the "Plan");

WHEREAS, Developer proposes to develop the Project under the Commonwealth's affordable housing statute G.L. c. 40B, §§20-23 and more particularly through the Local Initiative Program ("LIP") administered by the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD");

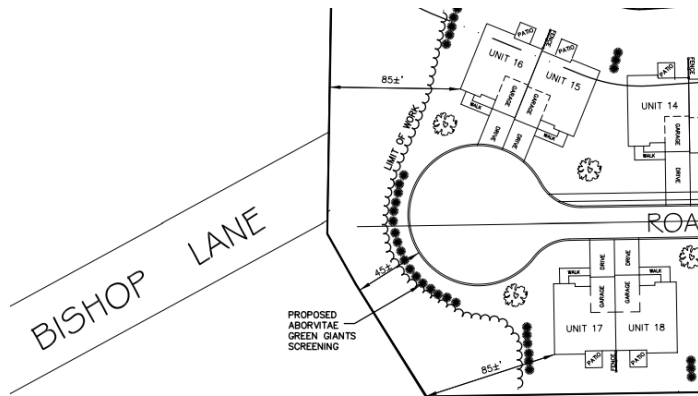
WHEREAS, in order for project to be eligible for the LIP, the Town must affirmatively endorse the Project before it may be submitted to the Medfield Zoning Board of Appeals under an application for a so-called "Comprehensive Permit" under c. 40B;

WHEREAS, the Town is willing to consider a LIP endorsement of the Project if the Applicant agrees to implement the terms and conditions of this MOU;

WHEREAS, Developer is amenable to implementing the terms and conditions hereof in exchange for the Town's consideration of a LIP endorsement,

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

1. Developer represents that Robert Borrelli is the sole member of Medfield Holdings LLC and no other person has a financial interest, direct or indirect, in the Project.
2. By August 1, 2021, Developer will complete and present for the Town's review, a LIP Application for the Project as depicted in the Plan and as contemplated hereunder.
3. The developer will, to the extent feasible, not reduce distances as shown on the Concept Plan dated June 9, 2021.



4. Developer to take reasonable efforts to consult with immediate abutters as to their reasonable preferences concerning fencing or plantings along the property line borders.
5. The Town will execute the LIP application, subject to any proposed revisions thereto that are reasonably acceptable to the parties, and include a letter or letters of community support, as required under LIP.
6. Upon submission of the LIP application to DHCD, Developer and the Town shall both comply with any reasonable requests for information by DHCD and shall work cooperatively to secure DHCD approval as soon as possible.
7. Within thirty (30) days following DHCD's approval of the LIP Application and issuance of a Project Eligibility letter pursuant thereto, Developer will submit a complying comprehensive permit application to the Medfield Zoning Board of Appeals (ZBA) and diligently pursue a hearing thereon.
8. Developer shall provide the ZBA with all reasonable required information, and shall adequately fund a peer review account for all reasonably required peer review, including but not limited to, peer review for traffic, parking, emergency access, legal counsel, utilities, stormwater management and other engineering issues.
9. Developer shall diligently pursue final approval by DHCD, upon (a) Developer's receipt of a comprehensive permit from the ZBA that is satisfactory to Developer in its sole discretion; (b) the issuance of any and all other discretionary permits, approvals and/or endorsements from the Town and any of its boards, committees, agencies and/or instrumentalities, (together with (a), above, collectively, the "Town Approvals"); and (c)(i) the expiration of any all appeals periods related to each Town Approval without any appeal having been taken or (ii) in the event that an appeal of any Town Approval has occurred, the favorable resolution of each such appeal by a court or agency, as the case may be, of competent and final jurisdiction. Upon Developer's receipt of the DHCD final approval, Developer shall immediately and diligently pursue construction such that a building permit is issued within nine (9) months from the date that the last

outstanding appeal period and/or appeal with regard to a Town Approval has either expired or been resolved consistent with the requirements of clause (c) above, subject to delays beyond the reasonable control of Developer, as may be determined by the Town. Additionally, Developer agrees to obtain building permits for all affordable units within two (2) years of date of filing decision with the Town Clerk.

10. Following the grant of the Comprehensive Permit by the ZBA, Developer shall be permitted to make immaterial or insubstantial revisions to the Plan without affecting the parties' rights and obligations hereunder, provided that all such Plan revisions are forwarded to the Medfield Board of Selectmen, Town Planner, and the Board of Trustees of the Affordable Housing Trust. In the event that, within twenty-one (21) days of Developer's submission, the Selectmen reasonably determine in their sole discretion that the Plan revisions are material or substantial, the Selectmen's approval shall be required in order for Developer to proceed with such changes, such approval not to be unreasonably denied, conditioned or delayed. In the event that Developer shall desire to make a substantial or material change to the Plan, such changes shall be submitted to the Selectmen and the Selectmen's approval shall be required in order for Developer to proceed with such changes. The Board of Selectmen shall make a decision on such submittal within twenty-one (21) days of receipt of the proposed changes. In the event that the Selectmen do not issue a decision on either insubstantial or substantial changes within said 21-day period, such changes shall be deemed approved. Nothing in this paragraph shall relieve Developer from its obligations to the ZBA under 760 CMR 56.05(11) as such regulation applies to project changes.
11. The Developer agrees to work in collaboration with the Town on timing of the Project, including all submissions, in order for Town to pursue DHCD Safe Harbor certification for May 2022.
12. In the event that Developer chooses not to proceed with the Project because the ZBA denies the Project or imposes conditions beyond those that are contained in this MOU that are deemed unacceptable to Developer, and in the event that Developer desires, in its sole discretion, to challenge such denial or conditions and Developer is unsuccessful in any challenge thereto or chooses not to continue pursuing such challenge, at any time after commencing the same, Developer shall provide the Town with written notice accordingly, and the parties' respective obligations hereunder shall immediately be discharged (except as included in this Section 10) and this MOU shall be deemed null and void and without any further force or effect. In such event, the Town shall inform DHCD that the LIP application is being withdrawn. Nothing in this paragraph, however, shall be deemed to prevent the parties from negotiating revisions to this MOU in the event that the ZBA imposes conditions beyond those that are contained in this MOU that are deemed unacceptable to Developer, in its sole discretion, provided, however, that nothing in this MOU shall require the parties to negotiate

such an amendment. Notwithstanding the foregoing, Developer including all the principals/managers/owners, hereby agrees that neither it nor any entity in which it or any of its principals has a financial interest shall pursue a Comprehensive permit for the Project or at "Hinkley South" or any portion of the land included as part of the Project, unless such Comprehensive permit is the subject of a LIP endorsement by the Town.

13. Nothing herein may be construed as limiting the authority of the Medfield Zoning Board of Appeals in any ultimate hearing on an application for Comprehensive Permit filed by Developer; included within said Board's authority is the authority to issue a denial or a conditional approval of the project.
14. This MOU shall inure to the benefit of the Town and be binding upon Developer's transferees, successors, and assigns.
15. This MOU may only be amended by a written instrument executed by all of the parties hereto.
16. This MOU is a Massachusetts contract, shall be governed by Massachusetts law and is enforceable only in a Massachusetts State Court of competent jurisdiction. This MOU may only be enforced in equity.
17. This MOU may be executed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be executed on the date(s) set forth below.

TOWN OF MEDFIELD, by its  
Board of Selectmen:

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Vote: 8/17/21

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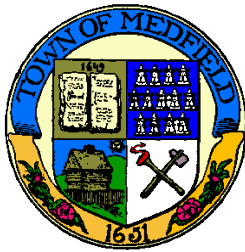
Date

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Robert Borrelli, as manager of Medfield Holdings LLC and individually as to Paragraph 1.

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Date



# TOWN OF MEDFIELD

*Office of the*

## AFFORDABLE HOUSING TRUST

August 18, 2021

Alana Murphy  
Deputy Director, Local Initiative Program  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

RE: Local Initiative Program Application for Comprehensive Permit.  
Hinkley South off Ice House Road, Medfield

Dear Ms. Murphy:

At their duly posted meeting on June 21, 2021, the present members of the Medfield Affordable Housing Trust voted to support the project concept and recommend the Hinkley South Project to the Board of Selectmen for Local Initiative Program project review. The Trust found that the project meets Housing Production Plan goals of promoting smaller scale developments throughout Town, particularly meeting the needs of seniors.

The Board considered the following criteria in determining whether to support the proposal:

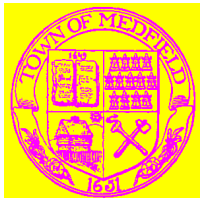
- ☒ 25% of the units (6) of the total 24 units will be affordable to seniors at 80 percent of AMI in perpetuity. As ownership units, this is an addition of six units to the Subsidized Housing Inventory.
- ☒ The creation of affordable senior ownership housing is an identified strategy in the 2016 Housing Production Plan
- ☒ The location has available sewer infrastructure and is adjacent to The CENTER at Medfield.
- ☒ The developer, Robert Borrelli, appears to have the organizational and financial capacity to carry out the project and to complete the LIP process.

The Affordable Housing Trust reviewed a conceptual site plan, elevations, and floor plans to ensure that design standards with respect to unit size, composition, and locations are met. Over several publicly posted meetings, the Trust heard from abutters and neighborhood residents with concerns regarding setbacks, buffering, wetlands, stormwater, and other quality of life concerns. While the Trust is supportive of the concept of the proposed development, we will defer to the ZBA process to analyze the technical impacts of the project. However, the Trust's vote is explicitly based on the understanding that the developer will, as new engineering information becomes available, work with the neighbors to improve buffer zones if able to, and to provide adequate barriers between the neighborhood and this development vis-à-vis fences or plantings of the appropriate nature.

Thank you for further consideration of this project in relation to the ongoing work of the Medfield AHT.

Sincerely,

James Brand, Chair  
Medfield Affordable Housing Trust



# TOWN OF MEDFIELD

*Office of*

## BOARD OF SELECTMEN

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

(508) 359-8505

**KRISTINE TRIERWEILER**  
*Town Administrator*

August 18, 2021

Alana Murphy  
Deputy Director, Local Initiative Program  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

RE: Local Initiative Program Application for Comprehensive Permit.  
Hinkley South off Ice House Road, Medfield

Dear Ms. Murphy:

The Medfield Board of Selectman (BoS) supports the Local Initiative Program (LIP) comprehensive permit application for the proposed 12 duplex-style housing development (24 units), restricted to seniors (at least 62-years old). The BoS unanimously endorsed the enclosed LIP Application at their meeting on August 17, 2021.

Medfield Holding LLC is proposing the construction of the 24, two-bedroom units in response to a Request for Proposals that the Town issued to supplement recent strides in the production of both affordable and market rate rental units. Since 2017, the Town has approved 112 rental units (28 affordable, 84 market) and 9 ownership units (3 affordable, 6 market rate). 2019 Annual Town Meeting overwhelmingly supported the disposition of this development for the specific purpose of senior housing (62+) and was affirmed by the disposition of additional land in 2021.

The Developer has met with the Medfield Affordable Housing Trust and Board of Selectmen on several occasions to discuss components of the plan and land disposition agreement. The Trust voted on June 10, 2021 to endorse the application and recommend approval to the Board of Selectmen. A support letter from the Housing Trust signed by Chairman Jim Brand is attached to this application.

We are hopeful that the Department of Housing and Community Development will look favorably upon this application and approve the proposed development under the Local Initiative Program. These units will increase Medfield's local housing diversity. These units will help provide broader housing opportunities specifically for seniors who may have lived within the Town for many years. Accordingly, the Town will be requesting to exercise Local Preference for 70 percent of the deed-restricted affordable housing units.

Please do not hesitate to contact us if there are any questions or concerns about the application.

Sincerely,

Michael Marcucci, Chair  
Medfield Board of Selectman

**MASSACHUSETTS**  
Department of Housing and Community Development  
**Local Initiative Program**  
**Application for Comprehensive Permit Projects**

**INSTRUCTIONS**

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Mail to:

**Local Initiative Program**  
**Department of Housing & Community Development**  
**100 Cambridge Street, Suite 300**  
**Boston, MA 02114**  
**Attn: Alana Murphy, Deputy Associate Director**

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Alana Murphy at 617-573-1301 or [alana.murphy@mass.gov](mailto:alana.murphy@mass.gov).

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- |                                    |                                     |
|------------------------------------|-------------------------------------|
| I. General Information             | VIII. Surrounding Area              |
| II. Community Support              | IX. Financing                       |
| III. Municipal Contact Information | X. Project Feasibility              |
| IV. Development Team               | XI. Development Schedule            |
| V. Project Information             | XII. Marketing Outreach and Lottery |
| VI. Site Information               | XIII. Checklist of Attachments      |
| VII. Design and Construction       |                                     |

January 2016

**MASSACHUSETTS**  
Department of Housing & Community Development  
**Local Initiative Program**  
**Application for Comprehensive Permit Projects**

**I. GENERAL INFORMATION**

Community: Medfield, MA  
Name of Development: Hinkley South  
Site Address: Off Ice House Road, Medfield, MA  
Developer: Medfield Holdings LLC

1. Type of Housing:  
☐ Single Family house      ☐ Rental  
☒ Condominium      ☒ Age Restricted
2. Project Characteristics:  
☒ New Construction    ☐ Conversion  
☐ Rehabilitation      ☐ Other
3. Total Acres 6.44      Density of Project (units/acre) 3.73 units/acre
4. Unit Count:  
  
Total Number of Units 24  
Market Rate    \$450,000.00 - \$600,000.00 (18 units)  
Affordable     \$+/- \$290,000.00 (6 units)
5. Unit Prices/Rents:  
Market Rate    \$ \_\_\_\_\_  
Affordable     \$ \_\_\_\_\_

Required Signatures for the  
Comprehensive Permit Project Application  
Chief Executive Official  
of Municipality:

Chair, Local Housing Partnership  
(if applicable):

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

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

Print Name: Michael Marcucci  
Chairperson, Board of Selectman

Print Name: James Brand

Date: August , 2021

Date: August , 2021

## II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- ☐ Land donation (dollar value \_\_\_\_\_)
- ☐ Building donation (dollar value \_\_\_\_\_)
- ☒ Marketing assistance
- ☒ Other work by local staff
- ☒ Density increase
- ☒ Waiver of permit fees
- ☐ Other regulatory or administrative relief (specify) \_\_\_\_\_
- ☐ Local funds (cash)  
Amount \$ \_\_\_\_\_ Source: \_\_\_\_\_
- ☐ HOME funds
- ☐ Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- ☐ Other (specify) \_\_\_\_\_

Briefly explain the contributions: \_\_\_\_\_

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

This Project is consistent with the Town of Medfield's Master Plan, and its goal of reaching the 10% Affordable Housing goal as expressed in the Town's Affordable Housing Production Plan. It is responsive to the Town's 2018 Senior Housing Study Reports and affirmative votes of support taken for Articles on the warrants at both the 2019 and 2021 Annual Town Meetings of the Town of Medfield.

### III. MUNICIPAL CONTACT INFORMATION

#### Chief Elected Official

Name Michael Marcucci, Chairperson  
Address 459 Main Street, Medfield, MA 02052  
Phone selectmanmarcucci@gmail.com  
Email (508) 906-3011

#### Town Administrator/Manager

Name Kristine Trierweiler  
Address 459 Main Street, Medfield MA 02052  
Phone 508-906-3011  
Email ktrierweiler@medfield.net

#### City/Town Planner (if any)

Name Sarah L. Raposa, AICP  
Address 459 Main Street, Medfield, MA 02052  
Phone 508-906-3027  
Email sraposa@medfield.net

#### City/Town Counsel

Name Mark G. Cerel, Esq.  
Address 5 North Meadows Road, P.O. Box 9, Medfield, MA 02052  
Phone 508-359-5536  
Email mcerel@franklin.ma.us

#### Chairman, Local Housing Partnership (if any)

Name James Brand, Chairperson Affordable Housing Trust  
Address 459 Main Street, Medfield, MA 02052  
Phone jbrand@northeastern.edu  
Email 508-906-3027

#### Community Contact Person for this project

Name Sarah L. Raposa, AICP  
Address 459 Main Street, Medfield, MA 02052  
Phone 508-906-3027  
Email sraposa@medfield.net

#### IV. DEVELOPMENT TEAM INFORMATION (include all development members)

##### Developer

Name Medfield Holdings LLC c/o Robert Borrelli, Manager  
Address Post Office Box 377, Medfield MA 02052  
Phone 508-359-8711  
Email james.murphy.esquire@gmail.com  
Tax ID 81-0743504

##### Contractor

Name Medfield Holdings LLC c/o Robert Borrelli, Manager  
Address Post Office Box 377, Medfield, MA 02052  
Phone 508-359-8711  
Email james.murphy.esquire@gmail.com  
Tax ID 81-0743504

##### Architect

Name CME Architects, Inc.  
Address 6 Wilkins Drive, Suite 210 Plainville, MA 02762  
Phone 508-809-3509  
Email efullam@cmearchitects.com  
Tax ID Please provide

##### Engineer

Name GLM Engineering Consultants, Inc.  
Address 19 Exchange Street, Holliston, MA 01746  
Phone 508-429-1100  
Email Robert.truax@glmengineering.com  
Tax ID Please provide

##### Attorney

Name James W. Murphy, Esquire  
Address Post Office Box 1327, Sherborn, MA 01770  
Phone 508-653-7162  
Email james.murphy.esquire@gmail.com  
Tax ID 04-3295738

##### Housing Consultant

Name None  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Tax ID \_\_\_\_\_

##### Marketing/Lottery Agent

Name TBD  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Tax ID \_\_\_\_\_

## TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

### 1. Developer: Medfield Holdings LLC

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	67 North	71 North		
Community Address:	67 North St. Medfield, MA 02052	71 North Street, Medfield, MA 02052		
Housing Type:	Apartments	Apartments		
Number of Units:	8	8		
Total Development Costs:	+/- \$2,550,000.00	+/- \$2,250,000.00		
Subsidy Program (if applicable):	Local Initiative Program	Local Initiative Program		
Date Completed:	November 2017	Spring 2019		
Reference: Name and Telephone #:	Stephanie Maiona, Executive Vice President Needham Bank #781-474-5438	Stephanie Maiona, Executive Vice President, Needham Bank #781-474-5438		

### 2. Contractor: Medfield Holdings, LLC

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	67 North	71 North		
Community Address:	67 North Street, Medfield, MA 02052	71 North Street, Medfield, MA 02052		
Housing Type:	Apartments	Apartments		
Number of Units:	8	8		
Total Development Costs:	+/- \$2,250,000.00	+/- \$2,250,000.00		
Subsidy Program (if applicable):	Local Initiative Program	Local Initiative Program		
Date Completed:	November 2017	Spring 2019		
Reference: Name and Telephone #:	Stephanie Maiona, Executive Vice President, Needham Bank #781-474-5438	Stephanie Maiona, Executive Vice President, Needham Bank #781-474-5438		

### 3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? ☒ Yes ☐ No

If yes, please explain. As referenced above, Medfield Holdings LLC previously permitted two other LIP projects with the Town of Medfield and DHCD.

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? ☐ Yes ☒ No

If yes, please explain. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is the Manager (Title) of Medfield Holdings LLC (Legal Name of Applicant) and that the information requested below for the project known as Hinkley South (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer \_\_\_\_\_

Print Name: Robert Borrelli, Manager

Date \_\_\_\_\_

## V. PROJECT INFORMATION

1. Type of Housing: Total Number of Units  
Single-Family House  
Condo 24  
Rental  
Other
2. Total Number of Units Affordable: 6 Market: 18
3. Project Style: Total Number of Units  
Detached single-family house  
Rowhouse/townhouse  
Duplex 24 (12 duplexes)  
Multifamily house (3+ family)  
Multifamily rental building  
Other (specify)
4. Is this an age-restricted (55+) Development? Yes ☒ 62+ No ☐  
If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units. See attached Senior Housing Study and Medfield Annual Town Meeting Votes.
5. Estimate the percentage of the site used for:  
  
Buildings 15.8% Parking & Paved Areas 14.5%  
Usable Open Space 30.0% Unusable Open Space 39.7%
6. Is any portion of the project designed for non-residential use? No.  
If yes, explain the non-residential uses.
7. Sustainable Development Design and Green Building Practices  
  
In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.  
  
A. How will this development follow Sustainable Development Principles? Built to Code – IOC 2019 including applicable Stretch Code provisions.  
  
B. How will the project maximize energy efficiency and meet Energy Star Standards? Insulation, LED Lighting, Energy Star Appliances, R-49 in Attic, R-35 in basement, R-21 in exterior walls, low flow shower and toilets.  
  
C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?  
Tankless water heaters, and energy efficient furnace.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

☐ Yes ☒ No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? ☐ Yes ☒ No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? ☐ Yes ☒ No

If yes, explain.

# 10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/ Rent	Condo Fee	Handicap Accessible
Affordable	<u>6</u>	<u>2</u>	<u>1</u>	<u>1556+/-</u>	<u>1garage</u> <u>1drviewy</u>	<u>+/-</u> <u>\$290,000</u>	<u>TBD</u>	<input checked="" type="checkbox"/> # <u>TBD</u>
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	<u>18</u>	<u>2</u>	<u>1.5 -2.5</u>	<u>1556-</u> <u>1991</u>	<u>1garage</u> <u>1drviewy</u>	<u>\$450,000-</u> <u>\$600-000</u>	<u>TBD</u>	<input checked="" type="checkbox"/> # <u>TBD</u>
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

## VI. SITE INFORMATION

1. Total Acreage 6.44 Total Buildable Acreage 5.20
2. Describe the current and prior uses of the subject site: Currently vacant land in its natural state, not previously having been developed.

Existing buildings on site? Yes ☐ No ☒  
If yes, describe plans for these buildings:

3. Current Zoning Classification:

Residential RT (minimum lot size) 40,000

Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Other \_\_\_\_\_

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes ☒ No ☐ If yes, how many acres are wetlands? 1.24

If yes, attach map of site noting wetland areas.

Is map attached? ☒ Yes ☐ No

5. Is the site located within a designated flood hazard area?

Yes ☐ No ☒

If yes, please attach a map of the site with flood plain designations.

Is map attached? ☐ Yes ☐ No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes ☐ No ☒

7. Is the site within a Historic District? Yes ☐ No ☒

If yes, describe the architectural, structural and landscape features of the area:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes ☐ No ☒ If yes, please explain: \_\_\_\_\_

9. ☒ Indicate which utilities are available to the site:

Public Sewer	<input checked="" type="checkbox"/>	Private Septic	<input type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input checked="" type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input type="checkbox"/>				

Other ☐ Explain: The access into the site -Ice House Road - is a public way; street to be constructed shall initially be a private way, with the option of the Developer or future condominium association to petition the Town to accept the road, once built, as a public way; such action by the Town to be subject to future Town Meeting approval.

10. Describe any known or suspected hazardous waste sites on or within a ½ mile radius of the project site. None known.

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. ☐ Yes ☒ No

12. What waivers will be requested under the comprehensive permit? See attached.

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. ☐ Owned by Developer \_\_\_\_\_

B. ☒ Under Purchase and Sale Agreement \_\_\_\_\_

C. ☐ Under Option \_\_\_\_\_

Seller: Town of Medfield Buyer: Medfield Holdings LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain: No.

Date of Agreement August , 2021 Expiration Date August , 2023 (subject to extensions as may be entered into by the Seller and Buyer.

Extensions granted? Yes ☐ No ☐ Date of Extension \_\_\_\_\_

Purchase Price \$750,000.00

## **VII. DESIGN AND CONSTRUCTION**

### **1. Drawings**

Please submit one set of drawings.

#### **Cover sheet showing written tabulation of:**

- ☒ Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- ☒ Dwelling unit distribution by floor, size, and bedroom/bath number
- ☒ Square footage breakdown of commercial, residential, community, and other usage in the buildings
- ☒ Number of parking spaces

#### **Site plan showing:**

- ☒ Lot lines, streets, and existing buildings
- ☒ Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- ☒ Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- ☒ Wetlands, contours, ledge, and other environmental constraints
- ☒ Identification of affordable units
- ☒ Identification of handicapped accessible units.
- ☒ Sidewalks and recreational paths
- ☒ Site improvements, including landscaping – as developed during Comprehensive Permit hearings.
- ☐ Flood plain (if applicable)

#### **Utilities plan showing:**

- ☒ Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- ☒ Typical building plan
- ☒ Typical unit plan for each unit type with square footage tabulation
- ☒ Typical unit plan for each accessible unit type with square footage tabulation
- ☒ Elevation, section, perspective, or photograph
- ☐ Typical wall section

2. **Construction Information**

<b><u>Foundations</u></b>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade			Unfinished		
Crawl Space			Finished		
Full Basement	<u>18</u>	<u>6</u>	Other	<u>18</u>	<u>6</u>
<b><u>Exterior Finish</u></b>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood			Outdoor	<u>1</u>	<u>1</u>
Vinyl	<u>18</u>	<u>6</u>	Covered		
Brick			Garage	<u>1</u>	<u>1</u>
Fiber Cement			Bicycle		
Other					

**Heating System**

Fuel: ☐ Oil ☒ Gas ☐ Electric ☐ Other

Distribution method (air, water, steam, etc.): warm air

**Energy Efficient Materials**

Describe any energy efficient or sustainable materials used in construction:

Stretch Code

**Modular Construction**

If modular construction will be used, explain here:

Not applicable.

**Amenities**

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.

All units will have similar base finishes; however, market units will likely have the option to include hardwood floors, more cabinetry, higher grade appliances.

## VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: There is an abutting residential neighborhood on one side to the west of the Property. There is a Municipal Senior Center on the east side of the Property. There is a privately owned recreation club with restaurant and pickleball courts (Kingsbury Club) accessed by the entry road to the proposed development.

2. What is the prevailing zoning in the surrounding neighborhood?  
The residential zoning is RT, with 40,000 square foot residential lots. Commercial and industrial zoning is the zoning for the Senior Center and Kingsbury Club.

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?  
The project is designed to provide larger buffers to the residential area than to the Senior Center. As such the site plan is oriented toward the Senior Center side of the property.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.  
The site is next door to the Senior Center and a private recreation club. It is in close proximity to Town offices and other business and services typical in a suburban community such as Medfield.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).  
Although the Property is not in downtown Medfield, its location as a transition between the Senior Center and residential neighborhood is consistent with overall smart growth principles.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.  
There likely is transportation to the Senior Center which would be readily accessible to the Project residents. The site is not located in walking distance to a commuter rail station.

## **IX. FINANCING**

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: Not applicable.

Describe the form of financial surety to be used to secure the completion of cost certification for this project Such surety as may be reasonably required by the anticipated Lender, Needham Bank and/or as required by DHCD and any applicable regulations.

## X. PROJECT FEASIBILITY

The section is for developers of home ownership projects.

Developers of multi-family rental projects must use the One Stop Application at <http://www.mhlc.com> and complete Section 3 Sources and Uses and Section 4 Pro Forma.

### Ownership Pro Forma

	Total Costs	Per Unit	Per Sq. Ft.	% of Total
(a) Site Acquisition	<u>\$750,000</u>	<u>\$31,250</u>	<u>\$18.17</u>	<u>08.24%</u>
<b>Hard Costs:</b>				
Earth Work	<u>\$350,000</u>	<u>\$14,583</u>	<u>\$8.48</u>	<u>03.85%</u>
Site Utilities	<u>\$125,000</u>	<u>\$5,208</u>	<u>\$3.03</u>	<u>01.37%</u>
Roads & Walks	<u>\$1,000,000</u>	<u>\$41,667</u>	<u>\$24.23</u>	<u>10.99%</u>
Site Improvement	<u>\$100,000</u>	<u>\$4,167</u>	<u>\$2.42</u>	<u>01.10%</u>
Lawns & Planting	<u>\$150,000</u>	<u>\$6,250</u>	<u>\$3.63</u>	<u>01.65%</u>
Demolition	<u>\$-0-</u>	<u>\$</u>	<u>\$</u>	
Unusual Site Conditions	<u>\$100,000</u>	<u>\$4,167</u>	<u>\$2.42</u>	<u>01.10%</u>
(b) Total Site Work	<u>\$1,825,000</u>	<u>\$76,042</u>	<u>\$44.22</u>	<u>20.05%</u>
Concrete	<u>\$300,000</u>	<u>\$12,500</u>	<u>\$7.27</u>	<u>03.30%</u>
Masonry	<u>\$100,000</u>	<u>\$4,167</u>	<u>\$2.42</u>	<u>01.10%</u>
Metals				
Carpentry	<u>\$500,000</u>	<u>\$20,833</u>	<u>\$12.12</u>	<u>05.49%</u>
Roofing & Insulation	<u>\$500,000</u>	<u>\$20,833</u>	<u>\$12.12</u>	<u>05.49%</u>
Doors & Windows	<u>\$275,000</u>	<u>\$11,458</u>	<u>\$6.66</u>	<u>03.02%</u>
Interior Finishes	<u>\$225,000</u>	<u>\$9,375</u>	<u>\$5.45</u>	<u>02.47%</u>
Cabinets & Appliances	<u>\$325,000</u>	<u>\$13,542</u>	<u>\$7.88</u>	<u>03.57%</u>
Plumbing & HVAC	<u>\$700,000</u>	<u>\$29,667</u>	<u>\$16.96</u>	<u>07.69%</u>
Electrical	<u>\$400,000</u>	<u>\$16,667</u>	<u>\$9.69</u>	<u>04.40%</u>
(c) Total Construction	<u>\$3,325,000</u>	<u>\$138,542</u>	<u>\$80.57</u>	<u>36.54%</u>
(d) General Conditions	<u>\$628,000</u>	<u>\$26,167</u>	<u>\$15.22</u>	<u>06.90%</u>
(e) Subtotal Hard Costs (a+b+c+d)	<u>\$6,528,000</u>	<u>\$272,000</u>	<u>\$158.19</u>	<u>71.73%</u>
(f) Contingency	<u>\$652,800</u>	<u>\$27,200</u>	<u>\$15.82</u>	<u>07.17%</u>
(g) Total Hard Costs (e+f)	<u>\$7,180,800</u>	<u>\$299,200</u>	<u>\$174.00</u>	<u>78.91%</u>

<b>Soft Costs:</b>	\$			
Permits/Surveys	<u>\$170,000</u>	<u>\$7,083</u>	<u>\$4.12</u>	<u>01.87%</u>
Architectural	<u>\$150,000</u>	<u>\$6,250</u>	<u>\$3.63</u>	<u>01.65%</u>
Engineering	<u>\$175,000</u>	<u>\$7,292</u>	<u>\$4.24</u>	<u>01.92%</u>
Legal	<u>\$100,000</u>	<u>\$4,167</u>	<u>\$2.42</u>	<u>01.10%</u>
Bond Premium				
Real Estate Taxes	<u>\$100,000</u>	<u>\$4,167</u>	<u>\$2.42</u>	<u>01.10%</u>
Insurance	<u>\$50,000</u>	<u>\$2,083</u>	<u>\$1.21</u>	<u>00.55%</u>
Security	<u>\$25,000</u>	<u>\$1,042</u>	<u>\$0.61</u>	<u>00.27%</u>
Developer's Overhead	<u>\$250,000</u>	<u>\$10,417</u>	<u>\$6.06</u>	<u>02.75%</u>
General Contractor's Overhead				
Construction Manager				
Property Manager				
Construction Interest	<u>\$600,000</u>	<u>\$25,000</u>	<u>\$14.54</u>	<u>06.59%</u>
Financing/Application Fees				
Utilities	<u>\$50,000</u>	<u>\$2,083</u>	<u>\$1.21</u>	<u>00.55%</u>
Maintenance (unsold units)	<u>\$20,000</u>	<u>\$833</u>	<u>\$0.48</u>	<u>00.22%</u>
Accounting	<u>\$35,000</u>	<u>\$1,458</u>	<u>\$0.85</u>	<u>00.38%</u>
Marketing	<u>\$20,000</u>	<u>\$833</u>	<u>\$0.48</u>	<u>00.22%</u>
<b>(h) Subtotal Soft Costs</b>	<b><u>\$1,745,000</u></b>	<b><u>\$72,708</u></b>	<b><u>\$42.28</u></b>	<b><u>19.18%</u></b>
<b>(i) Contingency</b>	<b><u>\$174,500</u></b>	<b><u>\$7,271</u></b>	<b><u>\$4.23</u></b>	<b><u>01.92%</u></b>
<b>(j) Total Soft Costs (h+i)</b>	<b><u>\$1,919,500</u></b>	<b><u>\$79,979</u></b>	<b><u>\$46.51</u></b>	<b><u>21.09%</u></b>
<b>(k) Total Development Costs (g+j)</b>	<b><u>\$9,100,300</u></b>	<b><u>\$379,179</u></b>	<b><u>\$220.52</u></b>	<b><u>100%</u></b>

Profit Analysis (should conform to the pro forma)

Sources:

Affordable projected sales     \$1,653,000

Market sales     \$8,977,500

Public grants     \$\_\_\_\_\_

**(A) Total Sources     \$10,630,500**

Uses:

Construction Contract Amount     \$\_\_\_\_\_

**(B) Total Development Costs     \$9,100,300**

Profit:

**(C) Total Profit (A-B) \$1,530,200**

**(D) Percentage Profit (C/B) 16.81%**

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage     41,249 +/-

Residential Construction Cost per Sq. Ft.     \$220.52

Total Hard Costs per Sq. Ft.     \$174.00

Total Development Costs per Sq. Ft. \$220.52

Sales per Sq. Ft.     \$257.71

(do not include proceeds from public grants)

## XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>3</u>	<u>3</u>		<u>6</u>
Number of market units	<u>9</u>	<u>9</u>		<u>18</u>
Total by phase	<u>12</u>	<u>12</u>		<u>24</u>

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>X</u>	_____	_____	_____
Construction start	<u>X</u>	_____	_____	_____
Marketing start – affordable units	<u>X</u>	_____	_____	_____
Marketing start – market units	<u>X</u>	_____	_____	_____
Construction completed	_____	<u>X</u>	_____	_____
Initial occupancy	<u>X</u>	_____	_____	_____

## **XII. MARKETING OUTREACH AND LOTTERY**

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.

### **XIII. CHECKLIST OF ATTACHMENTS**

The following documentation must accompany each application:

1. ☐ Letter of support signed by Chief Elected Officer of municipality
2. ☐ Letter of support from local housing partnership (if applicable)
3. ☐ Signed letter of interest from a construction lender
4. ☐ Map of community showing location of site
5. ☐ Check payable to DHCD
6. ☐ Rationale for calculation of affordable purchase prices or rents (see Instructions)
7. ☐ Copy of site control documentation (deed or Purchase & Sale or option agreement)
8. ☐ 21E summary (if applicable)
9. ☐ Photographs of existing building(s) and/or site
10. ☐ Site Plan showing location of affordable units
11. ☐ Sample floor plans and/or sample elevations
12. ☐ Proposed marketing and lottery materials

N. B.: Appraisal: DHCD will commission an appraisal, for which the sponsor of the project will pay. We will not issue a Project Eligibility Letter until that appraisal has been completed and accepted by DHCD.

## **PRELIMINARY LIST OF WAIVERS**

As required under 760 CMR 56.05(2)(h), the following is a list of waivers to Medfield "Local Requirements and Regulations," including, but not limited to the Zoning Bylaw for the Town of Medfield and the Rules and Regulations of the Planning Board of the Town of Medfield. In addition to the following list, the Applicant requests a waiver from each and every provision or requirement of all Local Requirements and Regulations issued by a local Medfield Board or Commission to the extent inconsistent with the submitted Plans sought to be approved, including, but not limited to any local by-law adopted by the Medfield Conservation Commission that imposes greater restrictions, obligations, limits, controls or setbacks than are required under the Massachusetts Wetlands Protection Act.

1. Any and all regulations or requirements that prohibit or limit the construction of or use of the Property as a 24 unit multifamily project as approved under the Comprehensive Permit Decision, including, but not limited to the following:
  - a. Zoning Bylaw Section 300- 4.1 (imposing greater restriction in Bylaw when more than one regulation or restrictions applies);
  - b. Zoning Bylaw Section 300-5.1 (Prohibiting use or occupation of building except for purposes permitted in its district);
  - c. Zoning Bylaw Section 300-5.3 A (Limiting uses of property and imposing buffer requirements);
  - d. Zoning Bylaw Section 300-5.4 (Limitations of Uses set forth in the Table of Use Regulations);
  - e. Zoning Bylaw Section 300-6.1 and 6.2 (Limitations on area and/or setbacks, front or side yards for proposed residential use as 24 for sale units, including, but not limited to any buffer requirements);
  - f. Zoning Bylaw Section 300-6.2j (Requiring a 25' buffer strip to be provided along the boundary of an adjoining residential lot);
  - g. Zoning ByLaw Section 300-8.3.B.6 (Requiring a 24 foot access/egress drive where a lesser width in feet is provided – 20 feet is proposed).
  - h. Zoning Bylaw Section 300-6.3 (any restrictions on basements or requirements for change to impervious surface except as shown in the Plans sought to be approved);
  - i. Zoning Bylaw Section 300 Attachment 1 (Use Regulations in the RT Zone to the extent that they would not permit the construction and use of the Property as a 24 unit for sale project with townhouses as shown on the Plans sought to be approved);
  - j. Zoning Bylaw Section 300 Attachment 2 (Area Regulations in the RT Zone to the extent that they would not permit the construction and use of the Property as a 24 unit for sale project as shown on the Plans sought to be approved, including, but not limited to the minimum required lot size and setbacks, particularly the side yard and rear yard setbacks);
  - k. Zoning Bylaw Section 300 Attachment 3 (Seeking waiver of portion of table indicating that multifamily units are "Not permitted." Also seeking waiver of Maximum Lot Coverage of 15%, and Maximum Floor Area Ratio of .25, to the extent that the design, with or without, including basement areas results in a greater FAR);

- l. Zoning Bylaw Sections 300-8.2 and 300-8.3 (imposing parking, buffer or curb requirements different from what currently exist or are proposed in the submitted plans – plan proposed a CC monolithic berm, and a sidewalk on one side of the street only);
  - m. Zoning Bylaw Article 14.3 (requiring Planning Board Site Plan Review and approval) (a waiver is necessary to clarify that the Project does not need Site Plan Review, but is instead governed by the Comprehensive Permit Decision of the ZBA);
  - n. Zoning Bylaw Article 16 (waiver of any conditions which would prohibit or limit the use of the Property as a 24 unit for sale project as shown in the Plans sought to be approved);
  - o. Any regulation which would limit the amount of impervious area that will be created as a result of the design of the Project as proposed.
2. Any and all requirements of the Medfield Conservation Commission which would prohibit the construction of any portion of the project within a 100 foot buffer zone, or potentially prohibit satisfaction of drainage requirements within the 50 foot buffer zone.
3. Any and all requirements of the Medfield Board of Health's Regulations for Storm Water and Runoff Management. (The Regulations state that are applicable to any construction requiring site plan approval or a special permit in Aquifer Protection Districts. The property is located in the Primary Aquifer Zone. As no site plan approval or special permit is being sought for this 40B Comprehensive Permit project, these requirements may not be applicable. If they are deemed to be applicable, a waiver from such requirements is sought.)
4. Waiver or reduction of building permit fees, including water and sewer hook-up fees, for affordable units, equal to 50% of the fees otherwise applicable for a market unit.
5. Permit but not require, the Developer or future condominium association, to petition the Town to accept the road once built as a “public way.” Such petition, if made, to be at all times subject to the approval of Town Meeting.

Please note that pursuant to 760 CMR 56.00, and more particularly under 760 CMR 56.05(7), "Zoning waivers are required solely from the "as-of-right" requirements of the zoning district where the project site is listed; there shall be no requirement to obtain waivers from special permit requirements of the district." Accordingly, any waivers which reference special permit requirements are included for illustration or contextual purposes.





**TOWN OF MEDFIELD**  
*Office of the*  
**BOARD OF SELECTMEN**

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-0315  
(508) 906-3011 (phone)  
(508) 359-6182 (fax)

**Kristine Trierweiler**  
*Town Administrator*

**Nicholas Milano**  
*Assistant Town Administrator*

***Board of Selectmen***  
Michael T. Marcucci, Chair  
Gustave H. Murby, Clerk  
Osler L. Peterson, Member

**Board of Selectmen Name Change Committee  
Charter**

The Board of Selectmen Name Change Committee is charged with determining if the Medfield Board of Selectmen should change their name to reflect more inclusivity. The Committee will review the history of the Board of Selectmen, determine if a name change is necessary, and if so, identify options for a new name. The Committee should also identify any related costs or implications of changing the name.

Committee is an advisory committee to the Board of Selectmen and should report back findings and recommendations in January, 2022 so that the Board of Selectmen may place a Warrant article, if necessary, on the 2022 Annual Town Meeting Warrant.



Dear Selectman Marcucci,

My name is Craig McGary, and I am a Medfield resident for the past 17 years.

I recently ran across Steve Caskey, who informed me of an opening on the Medfield Safety Committee due to a resignation. As a recent retiree from state service, I would like to apply for this position as

I believe I have some knowledge and reasonable opinions that may be useful in shaping future public safety matters in Medfield.

I have recently retired from the State Police after nearly 30 years of service. My last assignment was Commanding Officer of the State Police Barrack in Boston as Lieutenant. The State Police Barracks in Boston is unique as it's the only all urban barracks in Massachusetts; in other words, we had no highway to patrol. I held this position for five years and commanded over 60 men and women in a uniformed patrol function. Our Barracks had many unique challenges that not only included patrolling the streets of Boston and Cambridge, but our area of responsibility also included several state-run mental health facilities, department of youth services facilities, transitional assistance facilities, as well as some of the most traveled roads in Massachusetts, where Motor Vehicles and bicycles share the same narrow Boston Roads.

Additional duties during my career as a State Police Officer include K-9 Officer, a member of the Mass. State Police STOP Team (Tactical team), and firearms instructor. During these years, I also taught active shooting training to thousands of local police officers and other law enforcement officials.

Additionally, after the event of 9/11, I was assigned to a team of FBI and CIA agents in the Boston area for six months in which we conducted site safety surveys of critical infrastructure in the Boston area. Some of the sites included Logan Airport, Boston Garden, Fenway Park, Massachusetts State House, as well as hundreds of other facilities in the Boston area. Lastly, I have a Bachelors's degree in Law Enforcement from Western New England College.

As someone who has been wearing a uniform for the past 34 years, I look forward to getting a break from it and enjoying more time with my family and a quieter life. However, I find this a unique opportunity to give back to my community in an area I believe I can help.

Respectfully,  
Craig J. McGary  
74 Pine St  
Medfield, MA 02052





Kristine Trierweiler &lt;ktrierweiler@medfield.net&gt;

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## Bike to the Beach 9/18/21 - Event Notification Medfield, MA

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**Carl Sylvester** <csylvester@biketothesea.org>  
To: mbonoldi@medfield.net, ktrierweiler@medfield.net

Wed, Aug 11, 2021 at 3:29 PM

Good afternoon,

Please see the attached event notifications for the Bike to the Beach for Autism charity bike ride taking place on Saturday 9/18/21. The event requires no road closures or assistance from the town, and is fully supported by volunteers and private EMS staff. Most riders will pass through the town in small groups within 2 hours, and are instructed to take extra precaution to have a minimal impact on the surrounding area and roads.

Included along with the event notifications is a small route description and a link to a map of the full route.

I kindly ask that you please sign the last page of the notification letter, as well as the attached MassDOT event notification, and then please return both to me at your earliest convenience.

Bike to the Beach hosts events in 8 cities, and annually donates over \$1 million to our national and local partners. Our ability to have a significant impact on the lives of people affected by autism would not be possible without the generosity and willingness of local government departments to support our community and events.

If you have any questions or concerns, please feel free to reach out to our Executive Director Robby Walsh at (301) 580-7321 or myself, and we will be happy to address any questions or concerns you may have.

Thank you, and all the best,

**Estimated Time of Arrival:** 6:45 am  
**Distance of Route through Medfield:** 3.52 miles

**Directions of Route through Medfield:**

Continue onto Elm St  
Turn left onto South St  
Turn left onto MA-27 S/South St  
Turn right onto South St  
Continue onto Seekonk St

A full map of the route can be found here: [Bike to the Beach New England Route](#)

**Carl Sylvester**  
Operations Manager

Bike to the Beach For Autism  
[202.256.7887](tel:202.256.7887) (m)  
[202.280.1418](tel:202.280.1418) (f)  
[www.Biketothesea.org](http://www.Biketothesea.org)

Nil Volentibus Arduum - "Nothing is impossible for the willing"

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### 3 attachments

 **Medfield, MA\_TownAdmin..pdf**  
238K

 **Medfield, MA\_TownClerk.pdf**  
238K

 **MassDOT\_EventNotificationDoc.pdf**

8/13/2021

Town of Medfield Mail - Bike to the Beach 9/18/21 - Event Notification Medfield, MA

20K

# EVENT NOTIFICATION FORM

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

Ms. Mary-Joe Perry  
District Highway Director, District Five  
MassDOT, Highway Division  
1000 County Street  
Taunton, MA 02780

Dear Sir:

Please be advised that the Grantee(s) of this Event \_\_\_\_\_ has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) \_\_\_\_\_ in or through the City/Town(s) of \_\_\_\_\_ benefiting \_\_\_\_\_

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

## **LOCAL POLICE DEPARTMENT**

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

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

## **FIRE DEPARTMENT**

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

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

## **BOARD OF SELECTMEN/CITY COUNCIL**

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

Title: \_\_\_\_\_

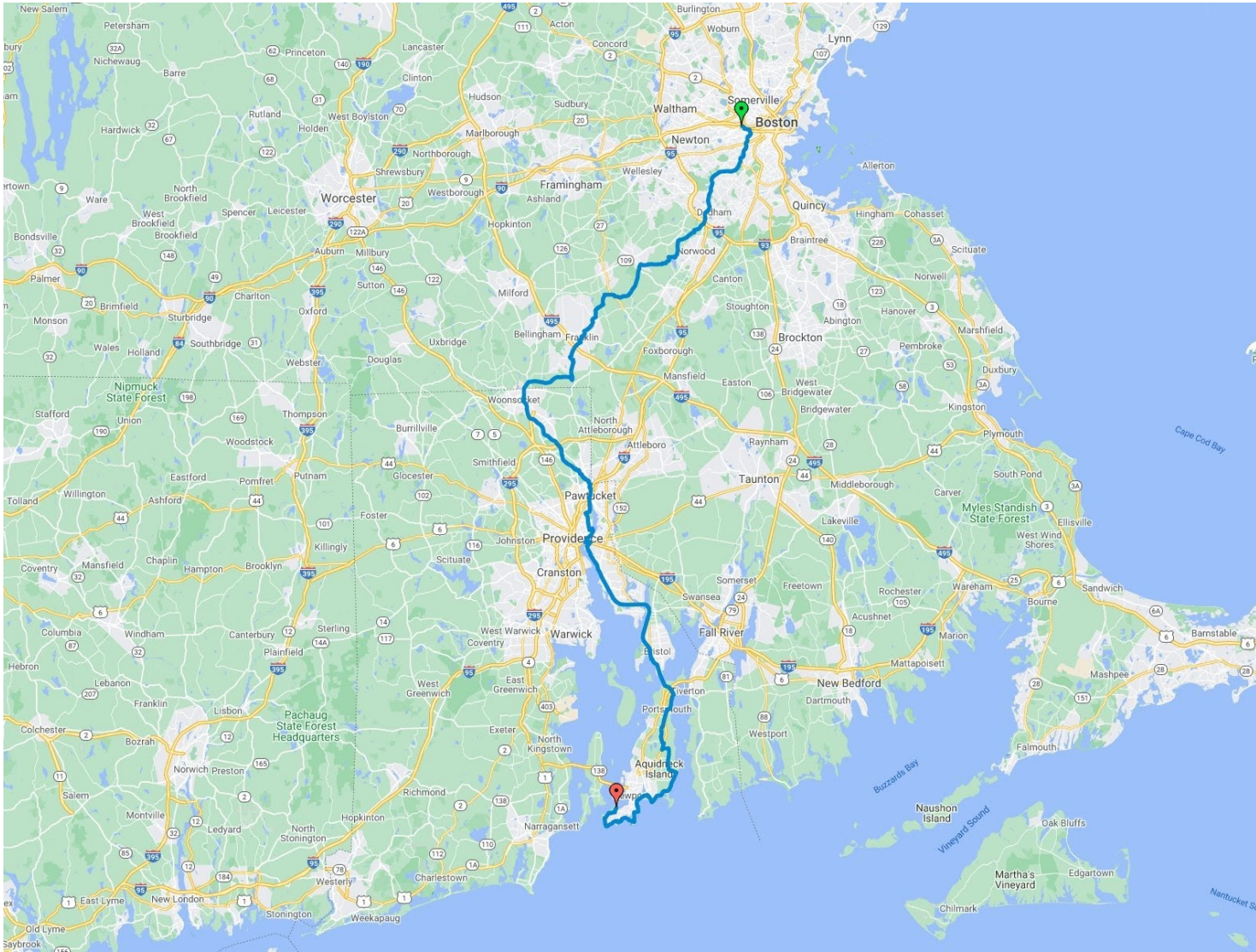
City/Town: \_\_\_\_\_

## **STATE POLICE DEPARTMENT**

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

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_





55 Pine Street  
Medfield, MA 02052  
August 9, 2021

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

Attention: Evelyn Clarke, Administrative Assistant

*Re: Beer / Wine Permit Request – Medfield Lions September Dinner Meeting*

To the Board of Selectmen,

With continued concern about holding our first of the year Lions Dinner meeting indoors, we have been given the approval by First Parish UUC to once again, hold our dinner meeting outdoors, on the grounds of the church, on Wednesday, September 1<sup>st</sup> – with a RAINDATE of Wednesday, September 8<sup>th</sup>.

We are currently in the planning process and are requesting your approval of a beer / wine permit (both dates, but only 1 meeting will be held) at your next scheduled meeting on Tuesday, August 17, 2021.

Please contact me with questions or approval via email ([sc3ms@verizon.net](mailto:sc3ms@verizon.net)) or phone 508-359-5083. Thank you for your consideration.

Sincerely,

Colleen M. Sullivan, PQL  
Medfield Lions Club

/cms



August 9, 2021

Board of Selectman  
Attn: Kristine Trierweiler  
459 Main Street  
Medfield, MA 02052

RE: Grounds for Celebration One Day Liquor license request.

Dear Board of Selectman,

The Norfolk Hunt Club is requesting the permission to serve beer and wine at our Bi-Annual Grounds for Celebration Fundraiser from 6pm to 11pm on September 10, 2021. The event will be held at The Steeplechase Course at 240 North Street, Medfield. We will have licensed/trained bartenders and are purchasing liquor liability insurance from the staffing company. In addition, please find the attached Certificate of Insurance naming the Town of Medfield as an additional insured. We are happy to provide you with additional information and comply with any requirement you may have.

Thank you,

Lisa Fitzgerald Lewis  
President  
Norfolk Hunt Club  
PO Box 242  
Dover, MA 02030  
508-740-9270  
president@norfolkhunt.com





Nicholas Milano &lt;nmilano@medfield.net&gt;

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**Online Form Submittal: Annual Committee Questionnaire**

1 message

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**noreply@civicplus.com** <noreply@civicplus.com>

Sat, Aug 14, 2021 at 10:06 AM

Reply-To: sethmeehan@hotmail.com

To: nmilano@medfield.net

## Annual Committee Questionnaire

Please complete the online form for the Annual Committee Questionnaire.  
The Board of Selectmen's Board and Committee Structure Policy is available [at this link](#).

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### Contact Information

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First Name	Seth
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Last Name	Meehan
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Email	<a href="mailto:sethmeehan@hotmail.com">sethmeehan@hotmail.com</a>
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Name of Board / Committee / Commission	Medfield Historical Commission
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Chair	David Temple / Seth Meehan
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List of Members	David Temple, co-chair Seth Meehan, co-chair Maria Baler Peter Fletcher Joe Opiela Kirsten Poler Doug Whitla
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Charter	The historical commission does not have a charter. Powers and duties of a historical commission, on the state-level, are articulated in General Law, Part I, Title VII, Chapter 40, Section 8D ( <a href="https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section8D">https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section8D</a> ), while much of what we do is outlined in the town's demolition delay bylaw (Part II, Chapter 150, Article II; <a href="https://ecode360.com/27373808">https://ecode360.com/27373808</a> ). Please consult our commission's website for additional information: <a href="http://www.town.medfield.net/1834/Historical-Commission">http://www.town.medfield.net/1834/Historical-Commission</a>
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Upload Charter Here	<i>Field not completed.</i>
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Dates of Meetings Held	Since July 1, 2021, our commission has met on July 28, 2021. Our next meeting is August 25, 2021. Links to our meeting agendas and meeting minutes are available on our commission's website
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(<http://www.town.medfield.net/1834/Historical-Commission>) and on the town's website (<https://www.town.medfield.net/AgendaCenter/Search/?term=&CIDs=49,&startDate=&endDate=&dateRange=&dateSelector=>)

Status towards the Committee's Goals	The Historical Commission's main purpose is to identify and protect Medfield's historical and archaeological assets by ensuring that historic preservation is considered in community planning and development decisions. We stay alert for events and situations that may pose potential threats to Medfield's historic assets. By meeting regularly and in a timely fashion to respond to relevant building permits and to requests from the ZBA and other town entities, we seem to be meeting that goal. We welcome comments and suggestions, including constructive criticism, from anyone.
Significant Issues Anticipated in the Coming Fiscal Year (if any)	We continue to explore ways to improve the town's demolition delay bylaw, hopefully proposing changes for the next annual town meeting.
Should this committee continue to exist?	Yes; the commission is mentioned in the town's bylaws
List Members for Reappointment	Unsure; Nick Milano has been helpful of late to flag those members needing reappointment.
Committee Composition	This past year we reached our full complement of seven members, so the size or composition, we hope, will not change.
New Members	Again, this past year we reached our full complement of seven members, so we do not need new members at this time. But we always seek to build bench strength for the future by adding associate commission members.
Key Committee Accomplishments in past year	<p>As noted in our 2020 annual report, we considered and approved only three new demolition applications that year -- vs. 7 in 2019, 9 in 2018, 15 in 2017, 13 in 2016, 20 in 2015, 16 in 2014 and 12 in 2013. Two were modest mid-20th century ranches at 4 Metacomet Street and 5 Rhododendron Avenue. The third was a freestanding garage at 378 Main Street, built about 1900. As required by the bylaw, the commission advertised and held public hearings and quickly determined the buildings had no historical significance. The decline in our reviews relates to the lack of clarity in our demolition delay bylaw that calls for the review of permits for the "partial" demolition of structures older than fifty years. In recent years we have only reviewed permits for complete demolition.</p> <p>In 2021, we imposed demolition delays on two projects: 78 Harding Street, lifting the delay after working with the developer to maintain the original farmhouse; and the Clark Tavern, again lifting the day when the majority of the commission was satisfied that "the proposed demolition may be conducted in a manner that is not detrimental to the historical, architectural or archaeological resources of the Town," as specified by the</p>

bylaw. We also considered and approved demolition applications for a barn/garage at 62 Bridge Street and a garage at 18 Pound Street.

Also, for the 2021 annual town meeting, the commission joined the Conservation Commission and Planning Board to put forth designations for five new scenic roads, a measure the town adopted.

We have also been consulted on the redevelopment of the Medfield State Hospital as well as on archaeological matters related to the possible development of a second school at Wheelock, the possible development of a new lot at 49 Elm Street (next to the Hannah Adams House), and the proposed water treatment plant behind Wheelock.

Our commission's most important accomplishment this past year, however, were the following additions to its membership: Peter Fletcher, an architect who specializes in historic structures; Kirsten Poler, an attorney; and Doug Whitla, a builder with a degree in historic preservation.

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Requested budget for the coming fiscal year.

\$1,500.

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Meeting with the Board of Selectmen

Yes, when we have a better sense of how we might improve the town's demolition delay bylaw

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Email not displaying correctly? [View it in your browser.](#)