



Board of Selectmen
Meeting Packet
February 15, 2022

February 15, 2022

Jennifer Maddox, Undersecretary
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts
02114

Dear Ms. Maddox,

On behalf of the Medfield Board of Selectmen and Planning Board, I am pleased to submit the attached Medfield Housing Production Plan for your review and approval under the State's Housing Production Program.

The Planning Board voted to adopt the Housing Production Plan on February 7, 2022 and the Board of Selectmen voted to adopt the Housing Production Plan on February 15, 2022.

This Housing Production Plan outlines how the Town will continue the progress it has made toward reaching and sustaining the goal of having 10% affordable housing. Through the Housing Needs Assessment, completed by JM Goldson, we have documented the extent of the local housing needs for affordable housing as well as more diverse housing options. Through multiple meetings with the Affordable Housing Trust, the Planning Board, Board of Selectmen, and public comments, the plan identifies desired local housing preferences and locations, goals and strategies to help increase the Town's supply of affordable housing, and an implementation plan to meet housing targets through efforts already in progress, such as the construction of the Aura, a 56 unit LIP development currently under construction, Hinkley South, a 24-unit senior ownership LIP currently undergoing permitting, and additional sites and actions that have potential to diversify Medfield's housing stock and increase its supply of SHI-eligible Affordable Housing.

Our municipal contact is: Sarah Raposa, AICP, Town Planner. Ms. Raposa can be reached by telephone at (508) 906-3027 or email at sraposa@medfield.net.

We look forward to your determination that the plan meets HPP Regulations and Guidelines.

Sincerely,

Michael T. Marcucci, Chair
Board of Selectmen



TOWN OF MEDFIELD

HOUSING PRODUCTION

PLAN

FY2021-2025

1/20/2022 DRAFT FOR DISCUSSION PURPOSES ONLY

PREPARED FOR:
Town of Medfield, MA

PREPARED BY:
JM Goldson LLC

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ACRONYMS

ACS	US Census Bureau's American Community Survey, Five-Year Estimates
ADA	Americans with Disabilities Act
ADU	Accessory Dwelling Unit
AHT	Affordable Housing Trust
AMI/AMFI	Areawide Median Family Income set by HUD (household of four)
AUL	Activity and Use Limitation designation, monitored by the DEP
CHAPA	Citizens Housing and Planning Association
CHAS	Comprehensive Housing Affordability Strategy
CPA	State of Massachusetts Community Preservation Act (MGL Chapter 44B)
CPC	Community Preservation Committee
CPI-U	U.S. Census Bureau's Consumer Price Index
CRA	U.S. Federal Community Reinvestment Act
DEP	Massachusetts Department of Environmental Protection
DHCD	Massachusetts Department of Housing and Community Development
EPA	U.S. Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FY	Fiscal Year(s) (July 1-June 30)
HPP	Housing Production Plan
HUD	United States Department of Housing and Urban Development
LMI	Low/Moderate- Income (at or below 80 percent AMI)
MACRIS	Massachusetts Cultural Resources Information System
MAPC	Metropolitan Area Planning Council
MassDOT	Massachusetts Department of Transportation
MassGIS	Massachusetts Bureau of Geographic Information
MBTA	Massachusetts Bay Transportation Authority
MGL	Massachusetts General Laws
MLS	Multiple Listings Service (central real estate database)
MSA	Metropolitan Statistical Area
MWRA	Massachusetts Water Resources Authority
NHESP	Massachusetts Natural Heritage and Endangered Species Program
SHI	Massachusetts Subsidized Housing Inventory
TODEX	MHP's Transit Oriented Development Explorer
YTD	Year to Date
40B	Comprehensive Permit, per MGL Chapter 40B, §20-23

KEY DEFINITIONS

This list of key definitions is intended to assist the reader and is not intended to replace applicable legal definitions of these terms. The following definitions are for key terms used throughout the document, many of which are based on definitions in statutes and regulations.

Areawide Median Income (AMI) – the median gross income for a person or family as calculated by the United States Department of Housing and Urban Development, based on the median income for the Metropolitan Statistical Area. For FY2021, the HUD area median family income (AMFI) for the Boston-Cambridge-Newton MA HUD Metro FMR Area was \$120,800.¹ AMI is also referred to in the document as median family income (AMFI).

Cost-Burdened Household – a household that spends 30 percent or more of their income on housing-related costs (such as rent or mortgage payments). Severely cost-burdened households spend 50 percent or more of their income on housing-related costs.

Household – all the people, related or unrelated, who occupy a housing unit. It can also include a person living alone in a housing unit or a group of unrelated people sharing a housing unit as partners or roommates. Family households consist of two or more individuals who are related by birth, marriage, or adoption, although they also may include other unrelated people. Nonfamily households consist of people who live alone or who share their residence with unrelated individuals.

Family Household – Family households consist of two or more individuals who are related by birth, marriage, or adoption, although they also may include other unrelated people.

Non-Family Households – Non-family households consist of individuals living alone and individuals living with roommates who are not related by birth, marriage, or adoption.

Income Thresholds – the U.S. Department of Housing and Urban Development (HUD) establishes income thresholds that apply to various housing assistance programs. These thresholds are updated annually and are categorized by household size. Medway is part of the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area.

Extremely Low-Income (ELI) – the FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to an individual or family whose annual gross income is the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline. The FY2021 ELI income limits for a household of one is \$28,200 and for a household of four is \$40,250.

Very Low-Income (VLI) – an individual or family whose annual gross income is at or below 50 percent AMI. The FY2021 VLI income limits for a household of one is \$47,000 and for a household of four is \$67,100.

Low/Moderate income (LMI) – an individual or family whose annual gross income at or below 80 percent of the area median income (AMI).² The FY2021 LMI income limits for a household of one is \$70,750 and for a household of four is \$101,050.

Labor Force – all residents within a community over the age of 16 who are currently employed or *actively* seeking employment. It does not include students, retirees, discouraged workers (residents who are not actively seeking a job) or those who cannot work due to a disability.

Non-Family Households – Non-family households consist of individuals living alone and individuals living with roommates who are not related by birth, marriage, or adoption.

¹ U.S. Department of Housing and Urban Development. *FY 2021 Income Limits Summary*.

<https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn> (accessed August 2021).

² For purposes of MGL c.40B, *moderate income* is defined as up to 80 percent AMI.

Open Space – land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and saltwater marshes and other wetlands, oceans, rivers, streams, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve, and/or land for recreational use.

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DATA SOURCES

This plan utilizes data from the U.S. Census, American Community Survey Five-Year Estimates (ACS) 2015-2019, Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS) 2013-2017, and The Warren Group (TWG) 2021 as well as projections from the University of Massachusetts at Amherst Donahue Institute (UMDI) and Metropolitan Area Planning Council (MAPC). It also includes 2019 economic data from the Massachusetts Department of Labor.

The report draws data from the 2016 Medfield Housing Production Plan and the Medfield Affordable Housing Trust Action Plan. The Housing and Demographics chapter also draws from the 2018 Medfield Senior Housing Report and the Development Constraints includes information from the Town of Medfield.

The U.S. Census counts every resident in the United States by asking ten questions, whereas the ACS provides estimates based on a sample of the population for more detailed information. It is important to be aware that there are margins of error (MOE) attached to the ACS estimates, because the estimates are based samples and not on complete counts.

CHAPTER 1: INTRODUCTION

HPP PURPOSE

This Housing Production Plan (HPP) is a state-recognized planning tool that, under certain circumstances, permits municipalities to influence the location, type, and pace of affordable housing development. This HPP establishes a strategic plan for production of affordable and mixed-income housing that is based upon a comprehensive housing needs assessment and provides a detailed analysis of development constraints due to infrastructure capacity, environmental constraints, protected open space, and regulatory barriers.

This HPP has been prepared in accordance with the Massachusetts Department of Housing and Community Development (DHCD) requirements and describes how the Town of Medfield plans to create and preserve affordable and mixed-income housing as well as create more housing options in the community.

When an HPP is certified by DHCD, then a denial of a Comprehensive Permit will be upheld—if the application is not consistent with local needs, as outlined in this plan.

Under Massachusetts General Laws Chapter 40B Section 20-23 (C.40B), the Commonwealth's goal is for all Massachusetts municipalities to have 10 percent of housing units affordable to low/moderate income households or affordable housing on at least 1.5 percent of total land area. Most communities that are in compliance with the state's minimum goals have been able to comply based on the 10 percent minimum. In 2021, Medfield had 9.6 percent of units listed on the Subsidized Housing Inventory (SHI), based on the 2010 census count of 4,220 units total year-round units. With 406 units of affordable housing, the Town would need 16 more units to reach 10 percent per the 2010 year-round unit count.

While DHCD's official determination of compliance with the 10 percent minimum is pending given the 2020 Decennial Census figures that were released recently, the 2020 counts indicate that Medfield's percentage of SHI units will decrease to 9.34 percent with a need for an additional 29 units to reach the 10 percent minimum goal. The 2020 count of total housing units reported by the Census Bureau is 4,450 and 104 vacant units.³

REPORT ORGANIZATION

This Housing Production Plan is organized in six chapters as follows:

- Chapter 1 provides an overview of the purpose of the plan, a community overview, description of the planning process, and summary of the Town's housing needs, goals, and strategies and may serve as an executive summary for this report.
- Chapter 2 describes the Town's five-year housing goals, strategies, and action plan as identified through the planning process associated with development of this plan.
- Chapter 3 provides a demographic profile of the community's residents and an analysis of local housing conditions including housing supply, residential market indicators, and affordable housing characteristics.
- Chapter 4 describes the Town's development constraints and limitations including environmental constraints, infrastructure capacity, regulatory barriers
- Chapter 5 describes local and regional capacity and resources to create and preserve affordable and mixed-income housing in the community.

³ Note that this is an estimate based on the 2020 Census data, not an official DHCD percentage or number of units.

COMMUNITY OVERVIEW

Medfield is an attractive, affluent suburban community located about 17 miles southwest of Boston. The town's large preservation areas, historic downtown, and neighborhoods of single-family homes create a small-town character, despite being close to a major metropolitan area. Many families move to Medfield for the high quality of life and strong school system. Founded in 1651, Medfield was historically a farming community. The manufacture of straw ladies' hats later became an important industry and was the largest industry in Medfield until the mid-20th century. The Medfield State Hospital, constructed in 1896 and closed in 2003, was also a major regional employer. Today, land use is dominated by single-family homes, and the town is largely a bedroom community to Boston with a vibrant town center retail district, but an otherwise small commercial base.

Historic and natural resource preservation is important to the Medfield community. There are four historic districts in town: Town Center Historic District, Clark-Kingsbury Farm Historic District, John Metcalf Historic District, and Hospital Farm Historic District.

There are several significant state - and Town-owned conservation lands in town including the Medfield Rhododendron Reservation, which protects the habitat of the rare Rosebay rhododendrons, the Medfield Charles River Reservation, the Rocky Woods Reservation, and the Noon Hill Reservation. Trails run through these and other conservation properties in town. Medfield's water resources include the Charles River, which forms the town's western border with Millis and Sherborn, and several ponds. Over 21 percent of the town is wetlands.

SUMMARY OF HOUSING NEEDS

As described in detail in Chapter 3 regarding Medfield's demographic characteristics, Medfield's population has experienced moderate growth in the last decade. While population projections do not show this growth continuing, the population of Medfield residents aged 65 and older is projected to increase in the next decade, indicating a community that is aging. Medfield is predominately comprised of well-educated and high-income households, although there is still several households that have lower incomes and may be cost burdened.

Chapter 3 examines housing needs based both on the needs of current residents and in the regional context. Some key findings are summarized below.

DEMOGRAPHIC ANALYSIS AND HOUSING CONDITIONS ANALYSIS KEY FINDINGS:

- The housing stock in Medfield is primarily single-family ownership units, leading to a lack of affordable, small rental options for lower-income individuals and families.
- According to the 2019 ACS, about 83 percent of housing units have three or more bedrooms, but 47 percent of households have two or less people living in them. This indicates that smaller households in Medfield may be over housed – in dwelling units that are larger than they need. Larger units tend to be more expensive to buy/rent, heat/cool, and maintain and, with higher assessed values, have higher property tax burden.
- About a quarter of Medfield residents are cost-burdened, meaning they spend more than 30 percent of their income on housing costs.
- Like in similar communities in the region, housing costs in Medfield have risen over the last decade. Sales prices for both single-family homes and condos have increased, as have property taxes.
- Medfield has 9.34 percent affordable housing as of 2021, which means that the Town would need at least 29 more units to meet the State's mandated 10 percent affordable housing minimum, based on the 2010 Decennial Census, which is the most recent census count available as of August 2021 (2020 Census data has not been fully released as of the date of this writing).⁴
- Most affordable units listed on the SHI are in or near the center of Medfield and on main roadways.
- The number of older adults living in Medfield is expected to grow significantly, leading to a unique challenge of housing affordability and availability for seniors with low incomes in the next several decades.

⁴ Note that this is an estimate based on the 2020 Census data, not an official DHCD percentage or number of units.

DEVELOPMENT CONSTRAINTS KEY FINDINGS:

- Water resources and their associated regulatory areas span a significant proportion of the town, which can impose some limitations on development associated with impervious surface area.
- Most wetlands and other state-identified habitat areas are within protected open space; however, there are several certified and potential habitat areas scattered throughout town that have some protection under the local wetland bylaw and would require Conservation Commission review of any new development in those areas.
- The municipal water and sewer systems serve most of the town, except a few neighborhoods that lack sewer service. The anticipated redevelopment of Medfield State Hospital should be possible to accommodate under the existing water withdrawal permit, assuming the Town maintains a proactive approach to water conservation and there are no other significant increases in demand.
- New water and sewer infrastructure will be necessary as part of the MSH redevelopment, but the Town sewer system is expected to have sufficient capacity to accommodate this growth.
- Most of Medfield is zoned for single family residential development and limit structures to a maximum height of 35 feet and no more than two and one half (2.5) stories. Minimum lot sizes in residential zones range from 12,000 sq. ft. (zone RU) up to 80,000 sq. ft. (zone RE).
- Open Space Residential Zoning would also allow for smaller lots but requires land area greater than 10 times the lot size of the base zoning, which is challenging to find in Medfield.
- Opportunities for by right mixed-use and multifamily residential development are limited: both are allowed in certain subdistricts under the Medfield State Hospital District zoning, and multifamily is allowed in the Upper Spring Street Overlay District, contingent upon site plan approval by the Planning Board.
- The Inclusionary Zoning bylaw has not been used as of the time of this writing; larger residential developments have gone through the Comprehensive Permit process.
- About 80% of Medfield's existing land use is split between residential development and open space. The limited remaining vacant land generally has wetland or floodplain issues.

SUMMARY OF HPP GOALS

As explained in Chapter 2, this plan includes the following five goals:

1. MEET THE STATE'S AFFORDABLE HOUSING PRODUCTION GOALS AND MAINTAIN SAFE HARBOR
2. ADDRESS LOCAL HOUSING NEEDS AND PROMOTE SOCIOECONOMIC DIVERSITY WITH A GREATER VARIETY OF HOUSING OPTIONS
3. DISTRIBUTE NEW HOUSING OPTIONS THROUGHOUT MEDFIELD
4. SUPPORT OLDER ADULT RESIDENTS TO HELP THEM AFFORD TO REMAIN IN MEDFIELD
5. INCREASE MEDFIELD'S CAPACITY TO IMPLEMENT HOUSING INITIATIVES THROUGH ENHANCED LOCAL AND REGIONAL COORDINATION

SUMMARY OF HPP STRATEGIES

Achieving the community's five-year goals will require a variety of regulatory, programmatic, and policy strategies. The strategies, described in detail in Chapter 2, are intended to offer multiple ways that the community can work to achieve its goals. Many of these strategies are contingent on factors beyond the municipality's control, including market opportunities and funding availability. All strategies will require local approvals in accordance with all applicable laws and regulations. The strategies are organized in three categories and are in no particular order:

- Planning, Policies, and Zoning Strategies
- Local Initiatives and Programmatic Strategies
- Capacity, Education, and Coordination

PLANNING, POLICIES, AND ZONING STRATEGIES

The Town's authority to update zoning regulations can have powerful effects to encourage private responses to address local housing needs with minimal local expenditure. The following strategies incorporate recommendations for both local planning initiatives and zoning amendments. The Planning Board would consider zoning changes which would then need to be adopted by the Town as a whole.

1. Enhance the existing Inclusionary Zoning Bylaw to encourage use
2. Reconsider adoption of a senior housing zoning bylaw
3. Update zoning to explicitly allow Accessory Dwelling Units by right
4. Amend OSRP bylaw to Open Space Design/Natural Resource Protection Zoning (OSD/NRPZ)
5. Consider rezoning portion of Route 109 corridor for mixed use and consider zoning amendments for town center to allow more flexibility to create mixed uses including top-of-shop apartments

LOCAL INITIATIVE AND PROGRAMMATIC STRATEGIES

Local initiative strategies refer to recommendations that the Town can undertake to foster the creation of more housing options, especially affordable housing. These initiatives are not regulatory in nature - they deal with allocation of Town resources including staff time, funding, and property:

6. Seek proposals and fund the "Housing Opportunities Incentive Program" to create SHI-eligible rental units through small-scale new development or conversions of existing buildings
7. Help foster creation of supportive special needs congregate housing
8. Support production of new housing at the Housing Authority's surplus property adjacent Tilden Village
9. Consider creation of a Homebuyer Assistance Program
10. Support Affordable Housing as part of Medfield State Hospital Plan

CAPACITY, EDUCATION, AND COORDINATION

The following strategies are recommendations for expanding the Town's capacity to implement housing initiatives, promote education, and to coordinate housing initiatives with other local or regional entities:

11. Consider adopting CPA to support local housing initiatives including to provide a regular funding source for the Medfield Affordable Housing Trust
12. Advance and expand local housing advocacy by considering seeking CHAPA's support through municipal engagement program
13. Consider collaborating with regional communities and funding to establish regional shared housing services
14. Enhance local coordination with various entities promoting housing and servicing residents in need
15. Continue to renew designation as a Housing Choice Community
16. Designate AHT as a local HPP oversight entity and perform annual review of status of HPP goals and strategies

CHAPTER 2: HOUSING GOALS AND STRATEGIES

A Housing Production Plan can help communities shape the location and type of future housing development and address affordable housing needs. Medfield's housing goals and strategies go beyond meeting minimum requirements for producing housing units eligible for inclusion on the Subsidized Housing Inventory (SHI). This plan also emphasizes the need for a mix of housing options for a variety of housing preferences, including accessible housing, and downsizing choices for seniors.

These goals and strategies were developed based on a comprehensive housing needs and development constraints analysis, other current local plans and policies, as well as the consultant's recommendations and best practices. The HPP's goals and strategies are intended to provide guidance for local housing policies and initiatives as well as a path for certification (a.k.a., safe harbor), but do not bind future actions or decisions of local officials or Town Meeting.

How could Medfield protect its valued community characteristics while still creating more housing options to address local housing needs and promote socioeconomic diversity?
How could Medfield create balanced strategies to create housing options that recognize economic realities of development and promote equity and inclusion while still preserving community assets?

These questions are at the heart of this planning effort and the goals and strategies described here are intended to address these questions.

FIVE-YEAR GOALS

The goals of this plan are consistent with the Comprehensive Permit Regulations (760 CMR 56) as required by DHCD for Housing Production Plans:

- a) a mix of types of housing, consistent with local and regional needs and feasible within the housing market in which they will be situated, including rental, homeownership, and other occupancy arrangements, if any, for families, individuals, persons with special needs, and the elderly.
- b) a numerical goal for annual housing production, pursuant to which there is an increase in the municipality's number of SHI Eligible Housing units by at least 0.50 percent of its total units (as determined in accordance with 760 CMR 56.03(3)(a)) during every calendar year included in the HPP, until the overall percentage exceeds the Statutory Minimum set forth in 760 CMR 56.03(3)(a).

As explained in detail below, this plan includes the following five goals:

1. Meet the state's affordable housing production goals and maintain safe harbor
2. Address local housing needs with greater variety of housing options and promote socioeconomic diversity
3. Distribute new housing options in strategic locations throughout Medfield
4. Support older adult residents to help them afford to remain in Medfield
5. Increase Medfield's capacity to implement housing initiatives through enhanced local and regional coordination

1. MEET THE STATE'S AFFORDABLE HOUSING PRODUCTION GOALS AND MAINTAIN SAFE HARBOR

To maintain Medfield's "safe harbor" status through a certified Housing Production Plan (HPP), the Town will actively strive to create 29 additional homes that count on the Subsidized Housing Inventory (SHI) to achieve the state's 10 percent goal per MGL c.40B.⁵

2. ADDRESS LOCAL HOUSING NEEDS WITH A GREATER VARIETY OF HOUSING OPTIONS AND PROMOTE SOCIOECONOMIC DIVERSITY

When Medfield reaches the 10 percent goal, the Town will continue to promote and encourage initiatives to create affordable and community housing to help meet local housing needs and to promote a more racially and ethnically diverse, equitable, and inclusive community. The community's goal is to promote both ownership housing for moderate/middle-income households (60% to 150% AMI) and rental units and rental assistance for low-income households at or below 30% and 50% AMI.

The Town will continue to promote a variety of housing options including affordable and community housing options for older adults to downsize, service-enriched housing for individuals and families with special needs, as well as starter homes and homes affordable to Medfield's workforce. The Town will work to promote flexible regulatory policies and local initiatives that encourage diverse and affordable housing types, such as accessory apartments, two-family houses, townhouses, mixed-use buildings, and supportive congregate housing, in addition to well-designed new multi-family development and rehabilitation/reuse of historic buildings, including at the Medfield State Hospital.

3. DISTRIBUTE NEW HOUSING OPTIONS IN STRATEGIC LOCATIONS THROUGHOUT MEDFIELD

Strategic areas for accommodating a variety of housing options have convenient access to community services and amenities and are in areas that are already developed. These areas include land that is walkable (within one-half mile) to Medfield town center. Additionally, the Town will strive to balance the creation of housing options near town center with housing options in other areas of the town that are supported with future potential transportation options (such as a local trolley or shuttle service) and have proximity to mixed-uses including shops, services, and other community amenities or by incorporating community spaces within new developments. These areas include the Medfield State Hospital and portions of Route 109 (outside of town center).

4. SUPPORT OLDER ADULT RESIDENTS TO HELP THEM AFFORD TO REMAIN IN MEDFIELD

Continue to assist older adult residents with housing costs including fuel/heating, taxes, transportation, rent, and home efficiency and accessibility improvements as the older adult population increases in Medfield. Leverage state and other public/private programs to maximize support for older adult residents.

5. INCREASE MEDFIELD'S CAPACITY TO IMPLEMENT HOUSING INITIATIVES THROUGH ENHANCED LOCAL AND REGIONAL COORDINATION

As a state-designated Housing Choice Community, Medfield has demonstrated a great ability to produce housing and implement local initiatives with limited resources. However, increasing local capacity will benefit the town so it can successfully reach local housing goals. Additional local funding, professional support, and coordination among local entities will strengthen the town's ability to continue its strong track record.

⁵ Note that this number is based on unofficial calculations based on the preliminary 2020 census data. The official DHCD SHI based on the 2010 census indicates that Medfield would need to create 16 more units but will change pending the release of official 2020 census data later in 2022. The 2020 count of total housing units reported by the Census Bureau is 4,450 and 104 vacant units. This, albeit unofficial analysis, indicates that the town would need to produce 29 SHI units for a one-year certification.

GOALS AND STRATEGIES MATRIX

The strategies, which are described in greater detail on the following pages, are summarized in the matrix below that indicates which goal or goals each strategy could help Medfield to achieve.

Type	#	Strategy	Production	Local Needs & Diversity	Strategic Locations	Older Adults	Capacity
			G1	G2	G3	G4	G5
Planning, Policies, & Zoning	1	Enhance the existing Inclusionary Zoning bylaw to encourage use	X	X			X
	2	Reconsider adoption of a senior housing zoning bylaw	X	X		X	
	3	Update zoning to explicitly allow Accessory Dwelling Units by right		X		X	
	4	Amend OSRP bylaw to Open Space Design/ Natural Resource Protection Zoning (OSD/NRPZ)	X	X			
	5	Consider rezoning portion of Route 109 corridor for mixed use and consider zoning amendments for town center to allow more flexibility to create mixed uses including top-of-shop apartments		X	X		
Local Initiatives & Programmatic	6	Seek proposals and fund the "Housing Opportunities Incentive Program" to create SHI-eligible rental units through small-scale new development or conversions of existing buildings.	X	X			
	7	Help foster creation of supportive special needs congregate housing		X		X	
	8	Support production of new housing at the Housing Authority's surplus property adjacent Tilden Village	X	X	X	X	
	9	Consider creation of a Homebuyer Assistance Program		X			
	10	Support affordable housing as part of Medfield State Hospital Plan	X	X	X		
Capacity, Education, & Coordination	11	Reconsider adopting CPA to support local housing initiatives including to provide a regular funding source for the Medfield Affordable Housing Trust.					X
	12	Advance and expand local housing advocacy by considering seeking CHAPA's support through the municipal engagement program					X
	13	Consider collaborating with regional communities and funding to establish regional shared housing services					X
	14	Enhance local coordination with various entities promoting housing and servicing residents in need		X			X
	15	Continue to renew designation as a Housing Choice Community					X
	16	Designate AHT as a local HPP oversight entity and perform annual review of status of HPP goals and strategies					X

FIVE-YEAR STRATEGIES

Achieving the community's five-year goals will require a variety of regulatory, programmatic, and policy strategies. This section includes descriptions of local regulatory strategies, local initiatives, and strategies that deal with implementation capacity, education, and outreach.

The intent of these strategies is not to suggest that Medfield will implement all these strategies over five years, but to offer multiple ways that the community can work to achieve its goals. Many of these strategies are contingent on factors beyond the municipalities control, including market opportunities and funding availability. All strategies will require local approvals in accordance with all applicable laws and regulations.

This plan's strategies comply with the requirements of the Comprehensive Permit Regulations (760 CMR 56), which are summarized as follows:

The HPP shall address the matters set out in the Department's guidelines, including an explanation of the specific strategies by which the municipality will achieve its housing production goal, and a schedule for implementation of the goals and strategies for production of units, including all the following strategies, to the extent applicable:

- a) *the identification of zoning districts or geographic areas in which the municipality proposes to modify current regulations for the purposes of creating SHI Eligible Housing developments to meet its housing production goal.*
- b) *the identification of specific sites for which the municipality will encourage the filing of Comprehensive Permit applications.*
- c) *characteristics of proposed residential or mixed-use developments that would be preferred by the municipality (examples might include cluster developments, adaptive re-use, transit-oriented housing, mixed-use development, inclusionary housing, etc.).*
- d) *municipally owned parcels for which the municipality commits to issue requests for proposals to develop SHI Eligible Housing; and/or*
- e) *participation in regional collaborations addressing housing development.*

The strategies are organized in three categories and are not in order of priority:

- A. Planning, Policies, and Zoning Strategies
- B. Local Initiatives and Programmatic Strategies
- C. Capacity, Education, and Coordination

An action plan matrix is included at the end of this chapter that recommends sequencing of strategies over the five-year planning horizon and lists responsible entities.

PLANNING, POLICIES, AND ZONING STRATEGIES

The Town's authority to update zoning regulations can have powerful effects to encourage private responses to address local housing needs with minimal local expenditure. The following strategies incorporate recommendations for both local planning initiatives and zoning amendments.

1. Enhance the existing Inclusionary Zoning bylaw to encourage use

As was recommended by the 2016 HPP, Medfield adopted an Inclusionary Zoning Bylaw (§300-14.16 of the Zoning Bylaw) in 2017. The purpose of this Bylaw is to encourage development of new housing that is affordable to low- and moderate-income households. It is intended that the affordable housing units that result from this Bylaw/ordinance be considered as local action units, in compliance with the requirements for the same as specified by the Department of Housing and Community Development (DHCD) or successor state agency or regulations.

The inclusionary zoning provisions apply to any project requiring a special permit or site plan approval that results in a net increase of six or more dwelling units over a 10-year period. The provisions are applicable in all zoning districts and trigger a special permit from the Planning Board that requires provisions of affordable units

per the following table as a condition of the approval. The affordable units are required to have affordable housing deed restrictions in perpetuity and include a local preference to the extent permitted by law.

Table of Affordable Units Requirements*	
Total Units in Project	Affordable Units
6 to 20	15%
21 to 49	20%
50+	25%

To promote more use of Inclusionary Zoning (IZ) provisions, consider incorporating incentives and some options for compliance, including allowing in-lieu payments.

Incorporating Incentives

As explained in the MAPC *Inclusionary Zoning and Payment in Lieu of Units Analysis* (see link in “More Information”, below), IZ asks developers to share the responsibility of creating affordable housing without creating uneconomic conditions that deter future housing development.

If an IZ bylaw has little use in a community, it is often because the IZ provisions limit feasible development options to the extent that developers avoid triggering the IZ provisions. The costs of providing affordable housing units are usually absorbed by modest declines in land prices and reductions in developer profits instead of being passed on to tenants and homebuyers, as unit prices must continue to be competitive with the local real estate market.

Effective IZ bylaws usually offer a range of incentives to help make the provision of affordable units feasible. Some of the most common incentives include:

- **Density bonuses:** An extra density bonus above the by-right maximum is by far the most common development incentive. One example of a density bonus is the allowance of an additional 30% of floor area or unit count when IZ units are provided.
- **Design flexibility and/or dimensional zoning relief:** Flexible design grants relief from some unit and lot dimensional requirements that may constrain development.
- **Expedited permitting:** Allowing expedited permitting for projects with an affordable housing component can save developers weeks or months of the permitting process, reducing some risk and financial costs of development.
- **Parking waivers:** Some IZ programs allow developers to build fewer parking spaces than required under local zoning to save parking costs

Other incentives could include permit fee deferral, reduction, or waiver; public subsidies; and tax abatements

Allow Options for Compliance, Including In-Lieu Payments

As explained in the MAPC report, a “Payment-in-lieu” (PILU) is an optional means of compliance that gives both municipalities and developers flexibility in providing affordable housing. A PILU is most appropriate when a development is small or specialized so providing an on-site unit is more likely to create a financial hardship. Additionally, when the affordable requirement results in a fraction of a unit being required, a PILU may be allowed for the fraction instead of requiring that the affordable unit count be rounded up or down.

While there is no standard way to set PILU fees, there are two major approaches: affordability gap, which is based on the difference between price of market rate and affordable units, and production costs, which is based on the cost of development. The consultant advises against an indexed fee (a set fixed fee per unit), which would need to be adjusted annually if used.

PILU fees can earmarked for the Affordable Housing Trust fund, thereby increasing the Trust's revenue for local initiatives.

More information:

- MAPC, *Inclusionary Zoning and Payment in Lieu of Units Analysis*, prepared for the RHSO member towns of Acton, Bedford, Concord, and Lexington:
https://www.rhsohousing.org/sites/g/files/vyhlif421/f/uploads/final_report - rhso 07.18.18.pdf
- Grounded Solutions Network, *Advancing Racial Equity in Inclusionary Housing Programs: A Guide for Policy and Practice*, February 2021: <https://groundedsolutions.org/tools-for-success/resource-library/racial-equity-inclusionary-housing>

2. Reconsider adoption of a Senior Housing zoning bylaw

In the past few years, the Town considered the merits of a Senior Housing Overlay District. The purpose of this bylaw would be to provide diverse and appropriate housing opportunities for seniors (age 62 or over) and disabled persons. The amendment proposed to allow such development by special permit in the RS, RT, BI, or IE zoning district on lots that had a minimum area of three developable acres, water and sewer availability, and within 2,000 feet of a Public Amenity. Such developments would trigger compliance with the Inclusionary Zoning bylaw and therefore would also provide affordable housing units.

Reconsider adoption of such a Senior Housing Overlay District. Assess whether the prior proposal warrants refinements through engagement with town officials other community members. Implement an informational campaign to disseminate accurate information regarding the proposed amendment and address any concerns about adoption.

More information:

- Senior Housing Overlay District, failed at STM 2018; Article 5: <http://ma-medfield.civicplus.com/DocumentCenter/View/2138/STM-October-29-2018-Warrant-ReportPDF>

3. Update zoning to explicitly allow Accessory Dwelling Units (ADUs) by right

An ADU is an apartment within or on the property with a single-family house. The property appears from the street to be a single-family, not a two-family house. As of the 2018 Pioneer Institute report, included in the list of more information below, about 37 of 100 cities and towns surrounding Boston allow ADUs and an additional 31 allow ADUs only under temporary circumstances.

Accessory apartments, either as an alteration to a single-family dwelling or conversion of a detached accessory building (garage, barn, or gate house) can help diversify a community's housing stock by providing smaller rental units for increasing numbers of smaller households. They are also typically more affordable and can provide income to cost burdened owners.

Medfield's current ADU bylaw is stringent and, to the knowledge of current town staff, has never been utilized. Medfield's bylaw also includes provision for family units, which likewise has been rarely used. However, demand for ADUs does exist; some residents have expressed interest in retrofitting a basement or garage into an ADU, though current requirements have ultimately proved too restrictive for this. The current zoning provisions allow ADUs only by special permit and only for houses built prior to 1938 that have a minimum of 2,000 sf floor area and meet all lot area requirements.

Some Planning and Select board members have recently shown interest in ADUs as a context-sensitive way to create homes suitable for seniors and millennials. To help address this interest, the Town Administrator submitted a request the Metropolitan Area Planning Council in May 2020 for technical assistance to help the town update and improve the ADU zoning bylaw.

As a town whose zoning is primarily single-family, a progressive ADU bylaw could create opportunities for small-scale, incremental housing in town. As stated by AARP at its *All About Accessory Dwelling Units* website included as more information below:

As small houses or apartments that exist on the same property lot as a single-family residence, ADUs play a major role in serving a national housing need. This traditional home type is re-emerging as an affordable and flexible housing option that meets the needs of older adults and young families alike.

Through the MAPC study, consider allowing more flexibility for property owners to create ADUs in Medfield with the following zoning amendments:

- Allow ADUs as of right within the principal dwelling or an existing detached structure on the same lot that meets lot area requirements.
- Removing or ease the requirement that applicable houses must have been built prior to 1938.
- Reduce the minimum floor area requirement for applicable houses.
- Create a special permit option. This can be triggered, for example, for houses that do not meet all lot area requirements.

More information:

- MAPC Living Little Report, 2018 (which includes Medfield): <http://ma-medfield.civicplus.com/DocumentCenter/View/1687/Living-Little-Report-MAPC-2018-PDF>
- Pioneer Institute and Dain, Amy, *The State of Zoning for Accessory Dwelling Units*, White Paper No. 184, July 2018: <https://masmartgrowth.wpengine.com/wp-content/uploads/2019/01/ADU-MSGA-Pioneer-paper-2018.pdf>
- AARP, *All About Accessory Dwelling Units*: <https://www.aarp.org/livable-communities/housing/info-2019/accessory-dwelling-units-adus.html>

4. Amend OSRP bylaw to Open Space Design/Natural Resource Protection Zoning (OSD/NRPZ)

The purpose of the existing Open Space Residential Zoning (OSRZ) is to encourage the preservation of open space and promoting the more efficient use of land in harmony with its natural features. However, the existing bylaw per [Article 7](#) of the Zoning Bylaw has only been used four times in the past 35 years (1986, 1988, 1992, 1999). As supported by recommendations of the Medfield Master Plan, the Town should update and revise the current bylaw to make it an effective tool for natural resource protection and housing choice following the approach of Natural Resource Protection Zoning as a best practice.

Consider amending the OSRZ bylaw to Natural Resource Protection Zoning (NRPZ). NRPZ is a zoning tool focused on maximizing protection natural resources, wildlife habitat, and open space and reducing sprawling subdivisions through creative site planning. This zoning tool is often blended with “traditional neighborhood design” provisions to create attractive, functional, and land-efficient residential neighborhoods. It includes elements of conservation subdivision regulations and cluster development bylaws and is used to regulate new subdivisions of land in a manner that maximizes the protection of natural resources (wetlands, forests, agriculture lands, open space) while providing for new construction and adequately compensating landowners.

Such a bylaw could also incorporate [Low Impact Development standards](#) to better protect natural resources. Consider density bonus for including affordable units that count on the SHI and/or up to 150 percent AMI.



*Two-acre zoning; conventional subdivision
(34 lots, no preservation)*

*Natural Resource Protection Zoning (14 lots,
>75% preservation)*

Source: Massachusetts Smart Growth Tool Kit

The Town is currently seeking a Community Planning Grant that would include funding for professional support to revise Article 7 to make it an effective, best practices tool for natural resource protection and housing choice. The Town Planner submitted this grant request as part of One Stop for Growth application on 6/4/21. The grant request includes recommendations for updates to these zoning provisions that include eliminating the “perfect square” requirement in the minimum lot regulations for OSRZ developments, allowing a mix of residential use types (single-family, townhouse, two-family, multifamily), and reduce the minimum acreage for a qualifying tract of land. The current provisions require that a tract of land be not less than 10 times the minimum lot size permitted in that zoning district. In addition, the current provisions only require that 25 percent of the property be preserved as open space, whereas NRPZ can result in conserving 50-80 percent of a property as open space.

With approvals from required public entities (i.e., Board of Health and/or MA Department Environmental Protection), compact NRPZ developments can utilize wastewater alternatives such as shared septic systems.

More information:

- MA Smart Growth Took Kit “OSRP/NRPZ”: <https://www.mass.gov/service-details/smart-growth-smart-energy-toolkit-modules-open-space-design-osdnatural-resource>
- CPTC Presentation: <https://masscptc.org/docs/conference-docs/2019/cptc-conf19-5-NRPZ2.PDF>
- Randall Arendt, FRTPI, ASLA (Hon.), *Conservation Subdivision Design*: http://www.greenerprospects.com/PDFs/CSD_Overview.pdf
- MA Smart Growth Tool Kit “Wastewater Alternatives”: <https://www.mass.gov/service-details/case-studies-wastewater-alternatives>

5. Consider rezoning a portion of the Route 109 corridor for mixed use and consider zoning amendments for town center to allow more flexibility to create mixed uses including top-of-shop apartments

Portions of the Route 109 corridor could present opportunities for better mixed-use and multi-family zoning regulations with zoning provisions tailored to three different portions of the corridor: Medfield Shops area, residential area southwest of the Medfield Shops, and Town Center. The current mixed-use zoning is significantly limited in that it requires a special permit that allows for up to only two accessory residential dwelling units.

However, the community's goals as captured in the Master Plan include supporting mixed uses in business-zoned areas (Goal 4.1). To achieve this community goal, consider allowing context-sensitive and well-designed mixed-use and/or multi-family uses in certain areas along the Route 109 corridor, as described below.

Area A - Medfield Shops Area: This shopping plaza and immediate non-residential uses include Shaw's, Marshalls, and Mobile gas station, among other businesses. Through rezoning that allows mixed-use development, with commercial uses on the ground floor and residential uses on upper floors, the town could encourage redevelopment, perhaps retaining all or many of the existing businesses, if feasible, and creating additional housing options and increasing property tax revenue.

The current zoning district is B- Business. Creating new multi-family zoning provisions could encourage redevelopment based on traditional neighborhood design principles that enhance design aesthetics, business vitality, and pedestrian access and safety. In addition, such rezoning could also provide opportunities for assemblage of commercial lots. The commercial parcels in this area consist of roughly just under 18 acres.

Area B - Residential Rehabilitation and Conversion Area: This area, located southwest of the Medfield Shops Area primarily consists of single-family houses, many of which are larger historic houses. Consider allowing conversion of existing larger single-family homes into several smaller units. Work closely with the Historic Commission to create design guidelines to ensure historically sensitive conversion of existing buildings.

Area C - Town Center: Town Center is Medfield 's historic commercial downtown and includes a variety of businesses as well as institutional uses including the Town Hall, Library, and the Montrose School, and residential buildings, among other uses. The Master Plan envisions that the Town Center continue to be improved as a vibrant living room for the Town's residents.

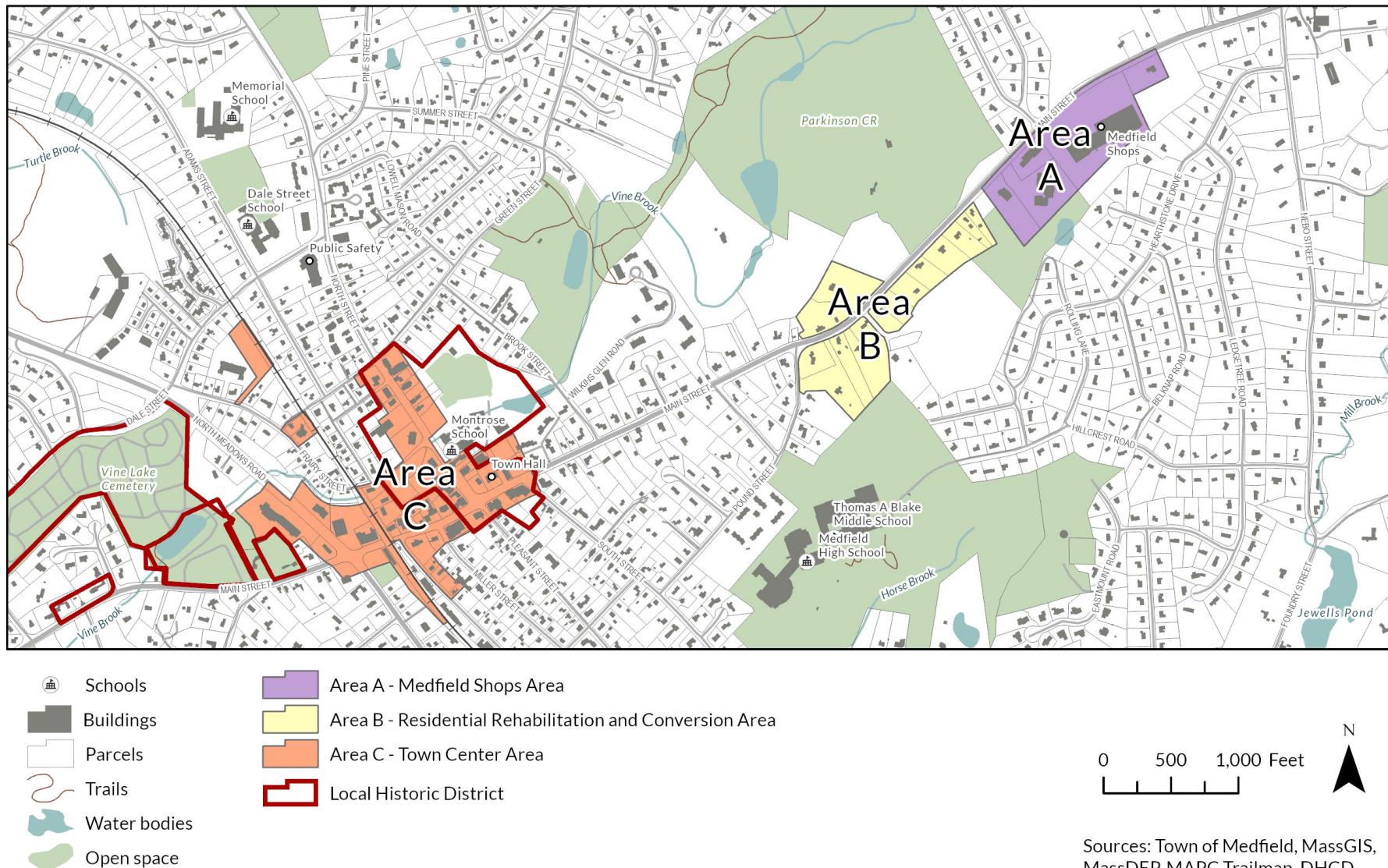
Consider providing more flexibility for opportunities to create more residential top-of-shop uses, such as rehabilitation the Medfield Odd Fellows Lodge at 481 Main St to utilize the 3rd floor for housing (currently the 3rd floor, a former dancehall, is vacant and cannot be reused for housing due to zoning limitations). Work closely with the Local Historic District Commission

The Town is currently seeking a Community Planning Grant that would include funding for professional support to study and recommend multi-use zoning provisions for this corridor that support the Medfield Master Plan recommendations that also include conceptual design of about 0.5 miles of sidewalk interconnection between Shaw's and Pound Street. The Town Planner submitted this grant request as part of One Stop for Growth application on 6/4/21.

TOWN OF MEDFIELD - POTENTIAL HOUSING STRATEGIES

Prepared by JM Goldson LLC

J M G O L D S O N



LOCAL INITIATIVE AND PROGRAMMATIC STRATEGIES

Local initiative strategies refer to recommendations that the Town can undertake to foster the creation of more housing options, especially affordable housing. These initiatives are not regulatory in nature - they deal with allocation of Town resources including staff time, funding, and property.

6. Seek proposals and fund the “Housing Opportunities Incentive Program” to create SHI-eligible rental units through small-scale development or conversions of existing buildings

Medfield has about 556 rental units including multi-family rental apartments. Approximately 200 of these units are market rate units. Consider encouraging the conversion of market-rate rental units or purchase of deed restrictions in existing buildings to create affordable units or to encourage creating new small-scale multi-family rental developments.

The Town is already considering pursuing an initiative to seek proposals from experienced developers and property owners for the conversion or construction of affordable rental apartment units that can count on the Town’s Subsidized Housing Inventory (SHI). The initiative would seek proposals to create small (~ 8 units), affordable rental units or preserve existing such units which are at risk to be converted to market pricing. Fund the Program with all or a portion of the proceeds of the \$1 million bond for affordable housing.

7. Help foster the creation of supportive special needs congregate housing

Support the creation of supportive special needs congregate housing (sometimes called “group homes”) with local funding and technical support and consider possible public/private partnerships to foster creating of such housing in Medfield. Congregate housing can support individuals with special needs of all ages including younger and older adults by providing services necessary to help them remain independent for as long as possible. Services often include a variety of services to improve quality of life for residents such as services focused on community building, self-sufficiency, mental/physical health, medical support, and learning opportunities.

Congregate housing is identified as a possible use at the State Hospital as part of the site’s Master Plan. Consider additional possible sites as well. Continue to collaborate with local stakeholders and families with persons in need of congregate housing to support local efforts.

More information:

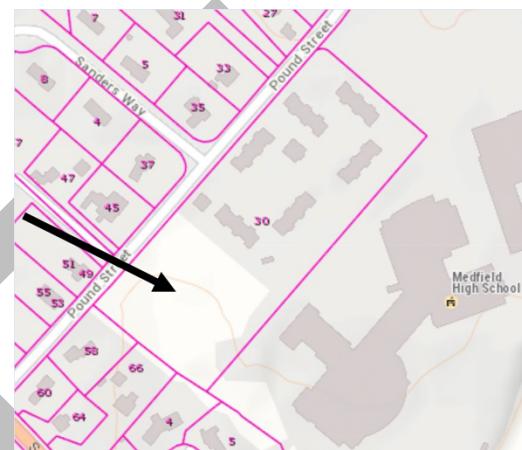
- Congregate Housing and Eligibility in Massachusetts: <https://www.mass.gov/service-details/congregate-housing-eligibility>
- An incomplete list of organizations focused on managing/creating congregate housing:
 - Specialized Housing, Inc <https://www.specializedhousing.org/>
 - Life Path:
<https://lifepathma.org/images/Brochures/LifePath%20Congregate%20Housing%20brochure%20updated%20Nov%2018.pdf>
 - Springwell: <https://springwell.com/resource/congregate-housing-program/>
 - Tri-Valley: <https://www.trivalleyinc.org/community-based-services/congregate-housing/>

8. Support production of new housing units at the Housing Authority's property adjacent to Tilden Village

The Medfield Housing Authority (MHA) is located at 30 Pound Street in Medfield Massachusetts. MHA is authorized and operates under the provisions of Chapter 121B of the Massachusetts General Law and is responsible to the Department of Housing and Community Development for the management of Chapter 667 Elderly/Handicapped Housing.

The existing complex called "Tilden Village" consists of six two-story brick buildings with ten apartments in each. There is surplus land to the south of the Tilden Village property that the MHA is planning to issue a Request for Proposals (RFP) to seek development proposals to expand the stock of affordable rental housing on this site.

This site is adjacent to the Medfield High School and Blake Middle School and is less than $\frac{1}{2}$ mile from Town Center. The Town should support production of new housing units at this site to increase the Town's stock of affordable rental housing.



9. Consider the creation of a homebuyer assistance program

Many communities run local first-time homebuyer programs, including buy-down programs. Community Preservation Act (CPA) funds could be used for such a program if Medfield adopts CPA at some point in the future.

There are various ways to structure a homebuyer program. One example is a **buy-down program**, which converts existing houses or condos to affordable units and protects the affordability with a deed restriction and allows income-eligible households to purchase a house or condo with local subsidies to write-down the costs of a mortgage so that the household pays typically no more than 30 percent of its annual income for housing costs. To count these units as affordable units on the state's Subsidized Housing Inventory, the program's guidelines and marketing plan must meet with the requirements of the Department of Housing and Community Development (DHCD) under the state's Local Action Unit program. Specifically, the units must be restricted with a permanent deed restriction, affirmatively marketed, and comply with DHCD's resident selection criteria.

With Medfield's high home values, such a program may be challenging to fund and administer, however, and would warrant further study, should the community be interested in pursuing. Consider this type of program after the Town has surpassed the state's minimum 10 percent goal.

10. Support Affordable Housing as part of Medfield State Hospital Plan

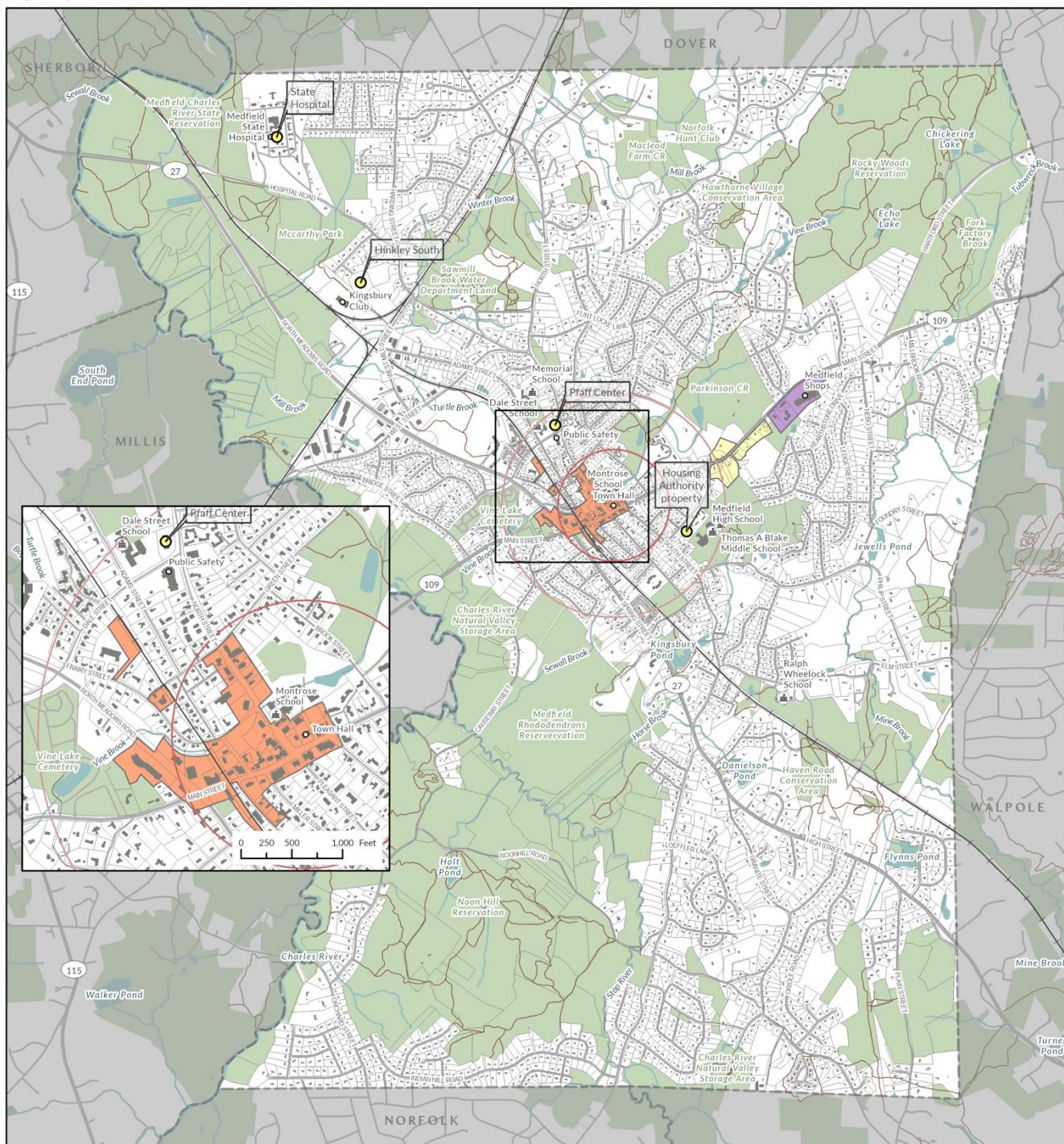
The 128-acre Medfield State Hospital closed in 2003. The Board of Selectmen created the Medfield State Hospital Development Committee (MSHDC) in 2018 to explore the feasibility of redeveloping the property as envisioned in the Strategic Reuse Master Plan. The MSHDC issued an RFP in 2021 to seek developers to redevelop the site. In April 2021, the Board of Selectmen voted unanimously to designate Trinity Financial's plan as the most advantageous response. The Trinity proposal calls for 25 percent of the units to be set aside as affordable housing.

As this process moves forward, continue to advocate for the inclusion of affordable housing in this project, which would likely ensure moving beyond the 10 percent threshold on the town's SHI.

TOWN OF MEDFIELD - POTENTIAL HOUSING STRATEGIES

Prepared by JM Goldson LLC

J M G O L D S O N



- Schools
- Buildings
- Parcels
- Trails
- Water bodies
- Open space

- Potential Housing Sites
- Downtown Zoning
- Mixed-use Redevelopment
- Multifamily Rehabilitation / ADUs

- Distance from town center
- 0.25 mi.
- 0.5 mi.

0 0.25 0.5 Miles



Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap, DHCD

CAPACITY, EDUCATION, AND COORDINATION

The following strategies are recommendations for expanding the Town's capacity to implement housing initiatives, promote education, and to coordinate housing initiatives with other local or regional entities.

11. Reconsider adopting CPA to support local housing initiatives including to provide a regular funding source for the Medfield Affordable Housing Trust.

Fifty-three percent of the state's municipalities are CPA communities (187 towns and cities). These communities are eligible to receive annual state trust fund distributions to boost local funds generated for community preservation initiatives, including creation of affordable and community housing.

To help with creating affordable housing, which typically requires subsidies and grants to make the project feasible, and other housing initiatives, seek out additional local funding sources. The Community Preservation Act (CPA) is a local option tool that allows communities to put aside and spend funds dedicated for community housing, open space, recreation, and historic preservation projects. It generates funds through a local property tax surcharge (up to 3 percent) that is matched by a variable annual distribution from the state's Community Preservation Trust Fund. At least one community has adopted CPA at a low surcharge of only 0.5 percent. Some communities also adopt exemptions, including the first \$100,000 of taxable property value for residential and/or commercial/industrial properties and low-income households or low/moderate-income senior households, which can reduce the impact of the surcharge on eligible households. According to estimates provided by the Town's Principal Assessor, adopting the CPA in Medfield would add between \$53 and \$316 per year to the average single-family tax bill and generate between \$300,400 and \$1.9 million, depending on the level of surcharge.

Medfield has considered adoption of CPA in the past, but it has not been successful to date.

More information:

- Community Preservation Coalition: <https://www.communitypreservation.org/about>

12. Advance and expand local housing advocacy by considering seeking CHAPA's support through the municipal engagement program

Consider seeking support from the Citizen Housing and Planning Association (CHAPA) through its Municipal Engagement Initiative (MEI) to expand community education and outreach as well as local housing advocacy. As CHAPA website explains: The MEI works with residents on the ground to change the conversation and support existing local efforts in favor of more affordable housing. Each community has its unique housing challenges, so the CHAPA program focuses on bringing together local businesses, civic groups, houses of worship, and other groups and individuals that are active in their community to build coalitions of support for affordable housing production.

More information:

- CHAPA MEI Program: <https://www.chapa.org/about/chapa-programs/municipal-engagement-initiative>

13. Consider collaborating with regional communities and funding to establish regional shared housing services

The Town has been exploring the possibility of participating in the formation of a Shared Housing Services Office (SHSO) with other Three Rivers Interlocal Council (TRIC) and Southwest Advisory Planning Committee (SWAP) communities. As described in Town Administrator's recent letter to the Metropolitan Area Planning Council (MAPC), by proportionally sharing the costs of housing staff through an SHSO, small and midsized TRIC

and SWAP communities will be able to access specialized housing expertise and will be better equipped to monitor existing Affordable Housing stock without committing to the set expense of hiring our own housing-focused town staff.

MAPC is conducting a planning process for the future TRIC/SWAP SHSO to assess the capacity and needs of participating towns and establish SHSO functions, staffing, fee structure, and governance. This process is being facilitated by the Metropolitan Area Planning Council (MAPC) with support from a Community Compact grant via the Town of Norwood.

The budget and services of the future SHSO will be designed around the needs of the communities participating in this planning phase. Medfield should continue to actively participate in this planning initiative and work with MAPC and communities in the TRIC/SWAP subregions to evaluate possibility of shared services.

14. Enhance local coordination with various entities promoting housing and servicing residents in need

Medfield has various entities working toward creating affordable and mixed-use housing option. To foster collaboration and communications and reinforce the efforts of various local entities, organize a more formal collaboration framework involving the Housing Authority, Planning/Zoning Dept., Affordable Housing Trust, Medfield Outreach, and the Medfield State Hospital Development Committee with clearly defined goals. Conduct a quarterly or semi-annual coordination meeting and report regularly on progress to the Board of Selectmen to ensure accountability.

15. Continue to renew designation as a Housing Choice Community

If possible given levels of local housing production, maintain Medfield's status as a Housing Choice Community to ensure enhanced access to state funding, by reapplying every two years and continuing to meet the requirements for designation through a combination of housing production and best practices. Seventy-nine communities in Massachusetts have achieved state designation as a Housing Choice Community. This designation provides access to new financial resources including Housing choice Community Capital Grants and preferential treatment for many state grant and capital funding programs including State Revolving Fund for Water and Sewer infrastructure, MassWorks, Complete Streets, MassDOT capital projects, and PARC and LAND grants. Medfield's current designation expires in 2022.

More information on Housing Choice Community requirements:

- **Housing Choice Communities:** <https://www.mass.gov/housing-choice-designation-and-grants>

16. Designate the Medfield Affordable Housing Trust as a local HPP oversight entity and perform annual review of status of HPP goals and strategies

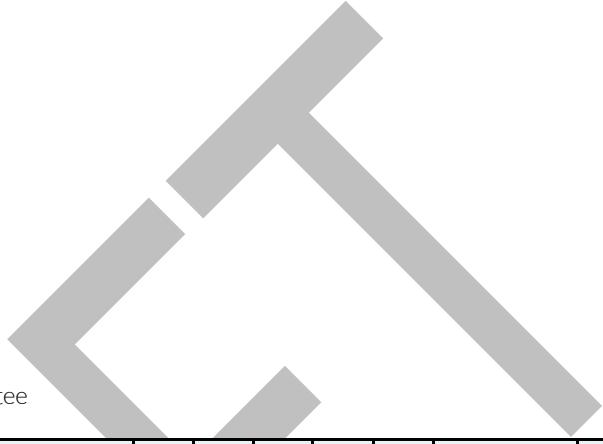
This HPP is intended to provide the Town with multiple options and avenues for meeting the state's minimum 10 percent goal for affordable housing as well as addressing local needs. The plan recommendation strategies that would require coordinated efforts by multiple local entities. Therefore, to effectively implement this plan will require oversight and accountability. The Town should designate the Medfield Affordable Housing Trust (MAHT) as the local HPP oversight entity, with assistance from the Town Planner. This was previously in the purview of the Planning Board before the creation of the Trust. The MAHT should track and coordinate progress and report regularly, at least annually, to Board of Selectmen.

ACTION PLAN

The Planning Department will oversee all aspects of the HPP's implementation. The matrix below provides detailed information on responsible and supporting entities and a suggested timeframe to implement the housing strategies.

Abbreviations Used in Matrix Below:

AHT = Medfield Affordable Housing Trust
 PB = Planning Board
 BOS = Board of Selectmen
 TP = Town Planner
 CC = Conservation Commission
 WS = Board of Water & Sewerage
 TA = Town Administration
 MO = Medfield Outreach
 HC = Historic Commission
 HDC = Historic District Commission
 P&R = Parks & Recreation
 WC = Warrant Committee
 COA = Council on Aging
 MSHDC = Medfield State Hospital Development Committee



Type	Housing Strategy	FY2022	FY2023	FY2024	FY2025	FY2026	Responsible Entity	Supporting Entities
Planning, Policies, & Zoning	1 Enhance the existing Inclusionary Zoning bylaw to encourage use	F					PB	AHT, TP
	2 Reconsider adoption of a senior housing zoning bylaw		F				PB	AHT, TP, COA
	3 Update zoning to explicitly allow Accessory Dwelling Units by right	F					PB	TP
	4 Amend OSRP bylaw to Open Space Design/ Natural Resource Protection Zoning (OSD/NRPZ)	F					PB	TP, CC, WS, BoS
	5 Consider rezoning portion of Route 109 corridor for mixed use and consider zoning amendments for town center to allow more flexibility to create mixed uses including top-of-shop apartments		F				PB	TP, BoS, TA
Local Initiatives & Programmatic	6 Seek proposals and fund the "Housing Opportunities Incentive" to create SHI-eligible rental units through small-scale new development or conversions of existing buildings.	F					AHT	TP, BoS, TA
	7 Help foster creation of supportive special needs congregate housing	F		F			AHT	BoS, PB
	8 Support production of new housing at the Housing Authority's surplus property adjacent Tilden Village	F					HA	AHT, BoS, PB
	9 Consider creation of a Homebuyer Assistance Program		F	F	F		AHT	BoS, TP, TA
	10 Support Affordable Housing as part of Medfield State Hospital Plan	F		F			BoS	MSHDC
Capacity, Education, and Coordination	11 Reconsider adopting CPA to support local housing initiatives including to provide a regular funding source for the Medfield Affordable Housing Trust.						BoS	AHT, CC, HC, HDC, P&R
	12 Advance and expand local housing advocacy by considering seeking CHAPA's support through the municipal engagement program		F	F			AHT	PB, TP, BoS, TA
	13 Consider collaborating with regional communities and funding to establish regional shared housing services	F		F			AHT	TP, BoS, TA, WC
	14 Enhance local coordination with various entities promoting housing and servicing residents in need	F		F	F		TP	AHT, MO, COA
	15 Continue to renew designation as a Housing Choice Community	F		F			TP	BoS
	16 Designate AHT as a local HPP oversight entity and perform annual review of status of HPP goals and strategies	F		F			AHT	TP

CHAPTER 3: HOUSING AND DEMOGRAPHICS

INTRODUCTION

An analysis of local demographic data and housing stock reveals key characteristics and trends in Medfield that help explain housing needs and demand. Medfield data is compared to Norfolk County and Massachusetts and, in some instances, to comparison communities to provide a broader regional context. This plan is grounded in an examination of Medfield's demographic makeup, including an analysis of the current population, household composition, and educational attainment.

The population of Medfield has increased over the last decade but is projected to decline by 2030. Household composition is expected to change in the same period. The proportion of residents aged 65 and older is projected to increase, and while Medfield currently has a higher proportion of school-aged children than the County and the state, this younger age group is projected to decrease in numbers. Most households in Medfield are family households and are large in size, but these changing demographics may indicate a need for smaller units.

Key Findings

- The housing stock in Medfield is primarily single-family ownership units, leading to a lack of affordable, small rental options for lower-income individuals and families.
- About 83 percent of housing units have three or more bedrooms, but 47 percent of households have two or less people living in them. This indicates that smaller households in Medfield may be over housed – in dwelling units that are larger than they need. Larger units tend to be more expensive to buy/rent, heat/cool, and maintain and, with higher assessed values, have higher property tax burden.
- About a quarter of Medfield residents are cost-burdened, meaning they spend more than 30 percent of their income on housing costs.
- Like in similar communities in the region, housing costs in Medfield have risen over the last decade. Sales prices for both single-family homes and condos have increased, as have property taxes.
- Medfield has 9.6 percent affordable housing as of 2021, which means that the Town would need at least 16 more units to meet the State's mandated 10 percent affordable housing minimum.
- Most affordable units listed on the SHI are in or near the center of Medfield.
- The number of older adults living in Medfield is expected to grow significantly, leading to a unique challenge of housing affordability and availability for seniors with low incomes in the next several

DEMOGRAPHIC PROFILE

Medfield had an estimated population of 12,841 people in 2019 – a 7 percent increase from the 2010 population. There are approximately 4,245 households in Medfield, and the town has an average household size of 3.0 persons per household (pph), compared to the state average of 2.5 pph.

MAPC projects a decline in population in the next decade, as shown in the following chart, although recent estimates have indicated moderate growth. The only age group that is projected to increase in the next decade is residents over 65, which is a common trend for many communities in the region.

MEDFIELD POPULATION TRENDS BY AGE COHORT⁶

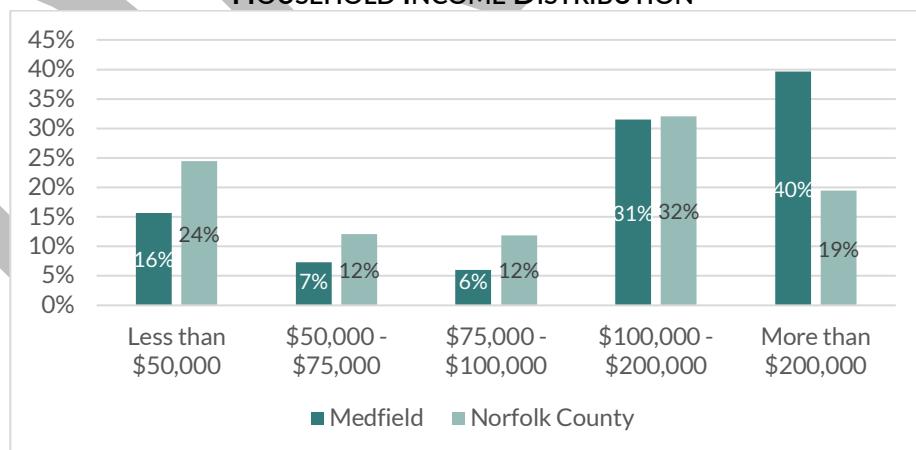
Age	1990	2000	2010	2019 Estimate	2030 Projection
0-4	871	1,042	606	985	442
5-19	2,222	3,258	3,403	3,193	2,231
20-34	2,176	1,198	947	1,319	1,102
35-49	2,890	3,692	2,857	2,441	2,428
50-64	1,506	1,946	2,839	3,179	2,010
65+	866	1,137	2,001	1,724	2,803
Total	10,531	12,273	12,653	12,841	11,016

HOUSEHOLD INCOMES⁷

	Median Income All Households 2019	Median Household Income 2010	Change in Household Income since 2010	Median Family Income	Median Nonfamily Income
Medfield	\$160,963	\$126,048	28%	\$186,149	\$39,536
Norfolk County	\$103,291	\$81,027	27%	\$129,076	\$54,874
Massachusetts	\$81,215	\$64,509	26%	\$103,126	\$46,467

Medfield's median household income is \$160,963, which is significantly higher than the County (\$103,291) and the state (\$81,215). This is a 28 percent increase in household income since 2010, not accounting for inflation. However, income levels vary throughout the town. While the median income for family households is \$186,149, the median income for nonfamily households, including many people who are living alone, is just \$39,536.

HOUSEHOLD INCOME DISTRIBUTION⁸



⁶ ACS 2015-2019, Table C01001, MAPC Municipal Forecasts

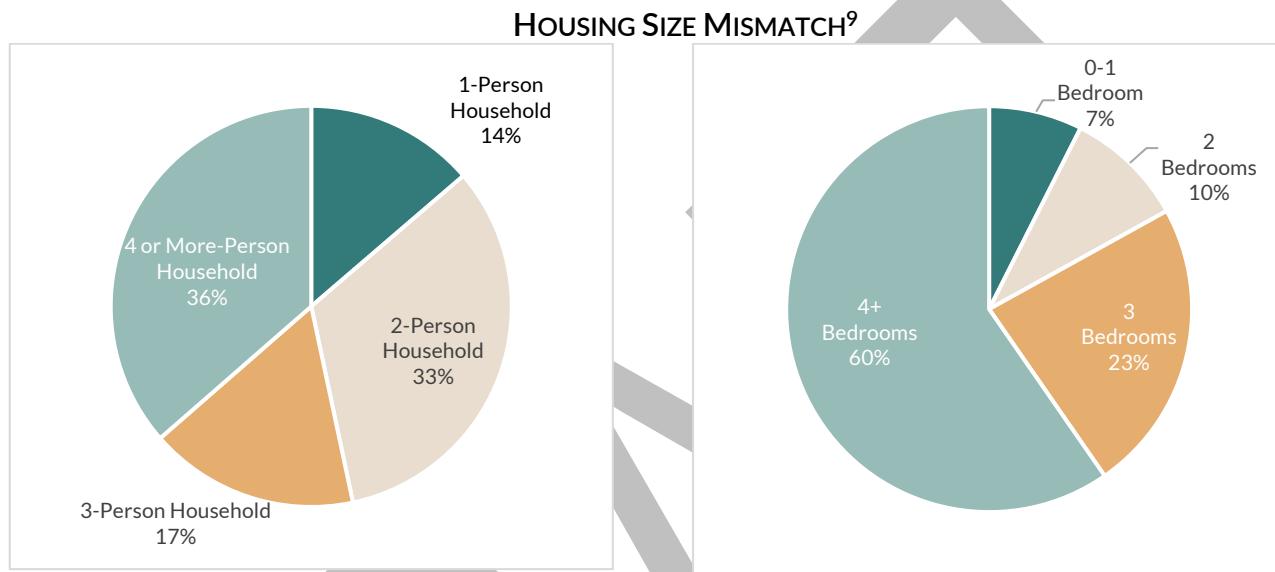
⁷ ACS 2015-2019, Tables A14006, A14012, B19215

⁸ ACS 2015-2019

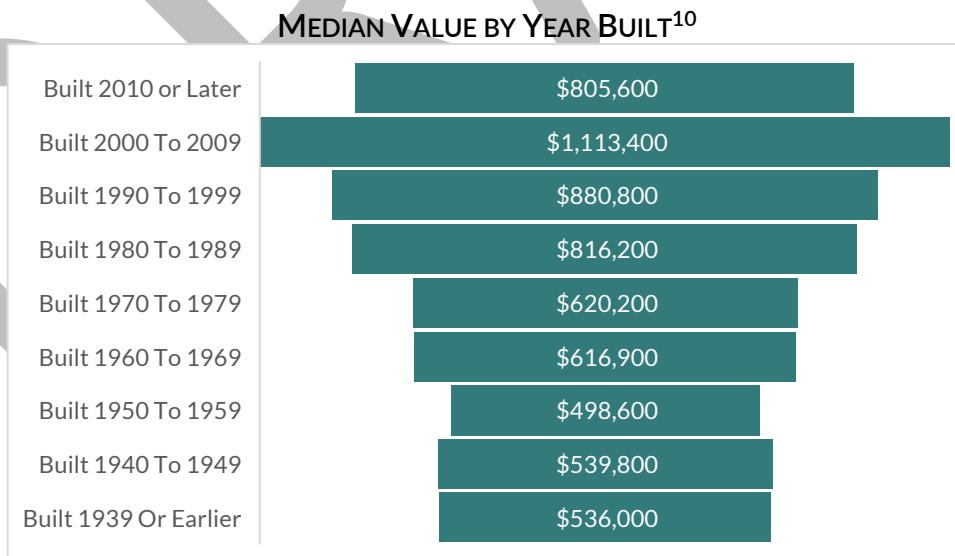
Approximately 40 percent of households in Medfield earn more than \$200,000 per year, compared to about 19 percent in Norfolk County. However, 16 percent of households in Medfield earn less than \$50,000 per year.

HOUSING SUPPLY

Medfield's housing stock is both predominately owner-occupied and large in size (3- or more-bedrooms). Approximately 83 percent of housing in Medfield has more than three bedrooms, although about 47 percent of households are occupied by less than three people.



Most of Medfield's housing was built over the course of the mid-20th Century. The highest valued homes were built after 1980, with homes built in the period between 2000 to 2009 holding the highest values.

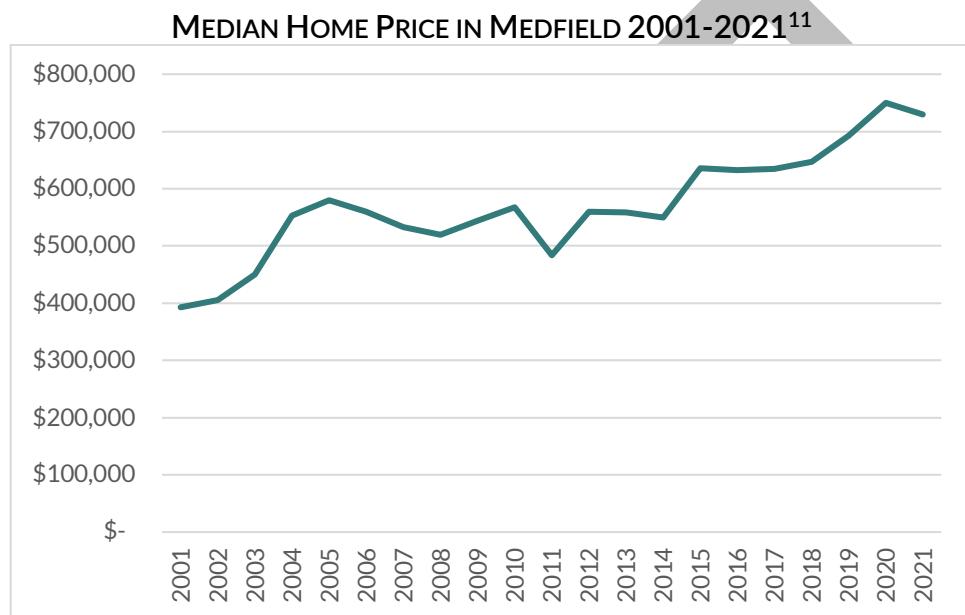


⁹ ACS 2015-2019, Tables A10024, A10060, A10032

¹⁰ ACS 2015-2019

AFFORDABILITY

Housing costs in the region and the state have continued to increase. The median sales price of a home (single-family and condo) in Medfield has increased 91 percent in the period between 2001 and 2020, from \$392,750 to \$749,950, while median household income increased by about 65 percent from \$97,748 in 2000 to \$160,963 in 2019. However, note that interest rates have decreased in this period from 6.97 to 3.11, which has a direct effect on monthly housing costs.



Households are housing cost-burdened if they spend more than 30 percent of their gross income on housing costs. As of 2017, 26 percent (about 1,070) of households in Medfield are cost burdened. This includes about 57 percent of renter households and 21 percent of owner households.

However, most of Medfield's cost-burdened households have low/moderate incomes (at or below 80 percent of the Area Median Income). Of the estimated 770 Medfield households with low/moderate incomes, about 74 percent (or 570 households) are cost burdened.

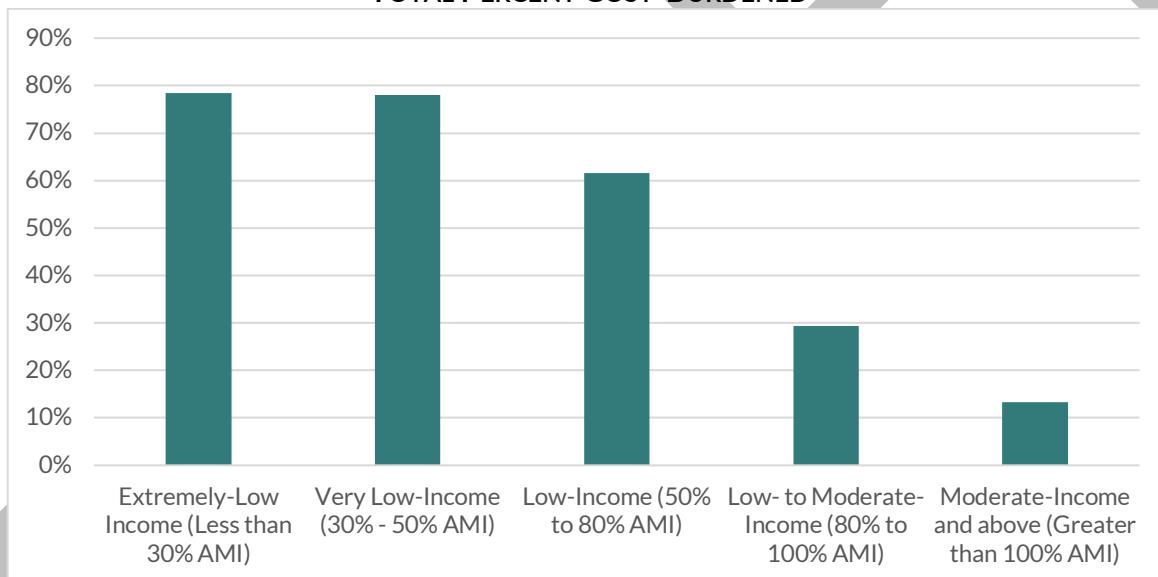
The majority (78 percent) of extremely low-income households (households that earn less than 30 percent of the Area Median Income) are cost burdened. The proportion of cost-burdened very low-income households, which make between 30 and 50 percent of the AMI, is also 78 percent. About 13 percent of those that make more than the Area Median Income are cost-burdened.

¹¹ The Warren Group

HOUSING COST BURDEN¹²

	Cost Burdened Renters	Cost Burdened Homeowners	Total Cost Burdened Households
Extremely Low-Income (Less than 30% AMI)	175	90	255
Very Low-Income (30% - 50% AMI)	85	110	195
Low-Income (50% to 80% AMI)	55	65	120
Low/Moderate-Income (80% to 100% AMI)	0	85	85
Moderate-Income and above (Greater than 100% AMI)	0	415	415
Total	315	765	1,070

TOTAL PERCENT COST-BURDENED



¹² 2013-2017 CHAS Data

POPULATION CHARACTERISTICS

Medfield's population is approximately 12,841 people, according to the 2015-2019 ACS data. This is a 5 percent increase since 2000, and an 8 percent increase since the population dipped in 2010. Norfolk County and Massachusetts have both increased in population at a rate of about 8 percent in the same period.

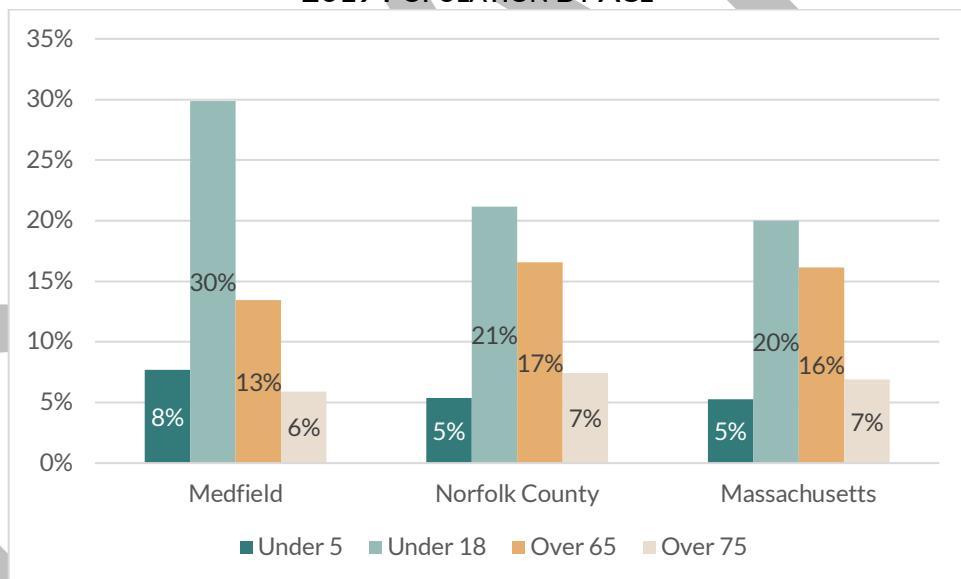
POPULATION CHANGE 2000 TO 2019¹³

Population	2000	2010	2019	% Change 2000-2019
Medfield	12,273	12,024	12,841	5%
Norfolk County	650,308	670,850	700,437	8%
Massachusetts	6,349,097	6,547,629	6,850,553	8%

POPULATION AGE AND HOUSEHOLD COMPOSITION

Medfield has a higher proportion of school-aged children than the County and the state on average. About 30 percent of residents are under age eighteen, and 8 percent are under age five, meaning they will soon enter the school system. There is a smaller proportion of residents over age 65 in Medfield than in the County and the state, at about 13 percent.

2019 POPULATION BY AGE¹⁴



Medfield's households are typically headed by older adults. About 74 percent of head of households in Medfield are 45 or older, with the highest proportion between 55 and 64. The 2019 estimation shows no heads of household younger than 25, and only 7 percent between 25 and 35 years old.

¹³ 2015-2019 ACS, 2000 and 2010 US Census

¹⁴ 2015-2019 ACS, Table A01001B

HOUSEHOLDS BY AGE OF HOUSEHOLDER¹⁵

	Medfield		Norfolk County		Massachusetts	
	Number	% of total	Number	% of total	Number	% of total
Under 25	0	0%	5,372	2%	69,316	3%
25 to 34	298	7%	34,165	13%	386,741	15%
35 to 44	834	20%	45,674	17%	430,851	17%
45 to 54	971	23%	54,514	21%	516,850	20%
55 to 64	1,137	27%	54,808	21%	530,829	20%
Over 65	1,005	24%	70,767	27%	682,910	26%
Total	4,245		265,300		2,617,497	

The number of households and families in Medfield have increased in the period between 2000 and 2019 at rates of 6.1 percent and 10.1 percent, respectively. Households and families increased at a higher rate than the population which grew by about 5 percent in the same period.

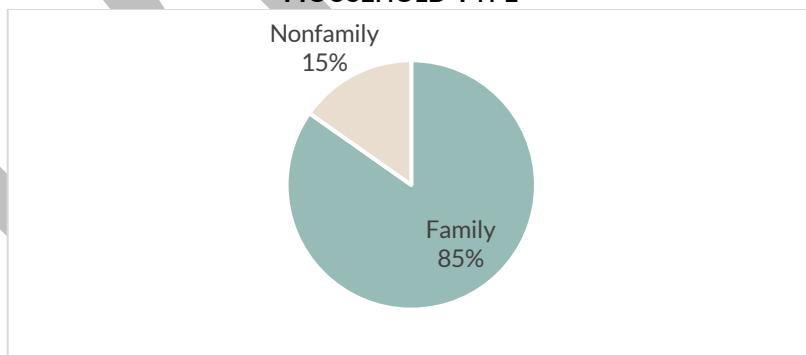
HOUSEHOLDS AND FAMILIES¹⁶

	2000		2010		2019	
	Households	Families	Households	Families	Households	Families
Medfield	4,002	3,268	4,117	3,333	4,245	3,598
Norfolk County	248,827	165,858	247,914	168,903	265,300	175,945
Massachusetts	2,443,580	1,576,696	2,547,075	1,603,591	2,617,497	1,659,300

The vast majority (78 percent) of households in Medfield are married families.

An additional 7 percent is classified as “other family”, which includes single parents, and 15 percent of households are “nonfamily households”, which include individuals living alone and non-related individuals living together. Medfield has a much higher proportion on married family households than Norfolk County (54 percent) and the state (47 percent). Norfolk County and Massachusetts have a higher proportion of nonfamily households than Medfield (34 percent and 37 percent, respectively, compared to 15 percent in Medfield).

HOUSEHOLD TYPE¹⁷



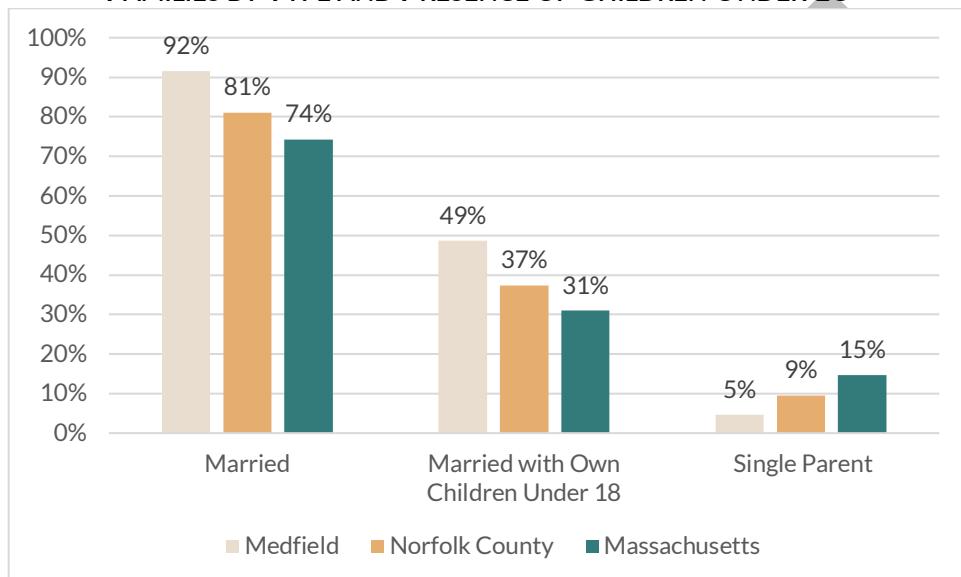
¹⁵ 2015-2019 ACS

¹⁶ 2015-2019 ACS, 2000 and 2010 US Census

¹⁷ 2015-2019 ACS, Table A10008

Of family households, 92 percent are married families. About 49 percent of these family households are married with children, and 5 percent are single parent households. In total, 54 percent of family households have children under age 18.

FAMILIES BY TYPE AND PRESENCE OF CHILDREN UNDER 18¹⁸



HOUSING NEEDS OF THE AGING POPULATION

About 28 percent of households have at least one person that is 65 years or older. This is a lower proportion than the County (31 percent), and the state (30 percent). An estimated 315 households in Medfield are headed by people over 65 years old.

OVER-65 POPULATION AND CHARACTERISTICS OF HOUSEHOLDS WITH OVER-65 PERSONS¹⁹

	% of total population 65 and older	Total HH	Households with Elderly Members		One-person Households Headed by Elderly	
			Number	% of total households	Number	% of total households
Medfield	13%	4,245	1,173	28%	315	7%
Norfolk County	17%	265,300	82,356	31%	31,711	12%
Massachusetts	16%	2,617,497	786,625	30%	312,687	12%

In 2018, the Town of Medfield conducted a Senior Housing Study to gather data on the growing senior population in Medfield. The study found that over the next few decades the number of seniors will increase to make up more than 40 percent of Medfield's population.²⁰

¹⁸ 2015-2019 ACS, Table A10009

¹⁹ 2015-2019 ACS

²⁰ Medfield Senior Housing Report, 2018

A survey conducted by the Town determined that 68 percent of respondents have lived in Medfield for 30 years or longer, and that staying and aging in Medfield is a goal for 88 percent of respondents. Householders over age 65 have significantly lower median incomes than the median household income for all ages in Medfield as well, leading to a lack of affordable housing options in the town. The Senior Housing Report finds this to be true, determining the availability of affordable options for seniors to be very low.

HOUSING OCCUPANCY

Housing units in Medfield are primarily occupied by homeowners. About 87 percent of units in Medfield are owner-occupied, and 13 percent are renter occupied. In Norfolk County, 69 percent of units are owner-occupied, and in Massachusetts, 62 percent of units are owner-occupied. Medfield has a small renter population, with only 556 renter-occupied units. However, this is a significant increase (an addition of almost 200 units) since 2010, when renter-occupied units made up only 9.5 percent of the housing stock.

Of the 4,354 units in Medfield, 97.5 percent are occupied, creating a 2.5 percent vacancy rate. This vacancy rate is lower than in the County (9.7 percent) and in the state (4.8 percent).²¹

OWNER- AND RENTER-OCCUPIED HOUSING UNITS²²

	Total Units	Owner-occupied	%	Renter-occupied	%
Medfield	4,245	3,689	87%	556	13%
Norfolk County	265,300	182,847	69%	82,453	31%
Massachusetts	2,617,497	1,632,765	62%	984,732	38%

In owner-occupied units in Medfield, married-couple families make up the bulk of residents (85 percent), whereas in renter-occupied units, married couples make up just 29 percent of households. Approximately 57 percent of renter households are nonfamily households, which is on par with the County and the state.

OWNER-OCCUPIED HOUSING UNITS BY HOUSEHOLD TYPE²³

	Total	Married Family		Other family		Nonfamily	
		Total	%	Total	%	Total	%
Medfield	3,689	3,135	85%	224	6%	330	9%
Norfolk County	182,847	120,694	66%	20,232	11%	41,921	23%
Massachusetts	1,632,765	1,003,888	61%	202,619	12%	426,258	26%

²¹ 2015-2019 ACS, Table A10044

²² 2015-2019 ACS, Table A10060

²³ 2015-2019 ACS

RENTER-OCCUPIED HOUSING UNITS BY HOUSEHOLD TYPE²⁴

	Total	Married Family		Other family		Nonfamily	
		Total	%	Total	%	Total	%
Medfield	556	159	29%	80	14%	317	57%
Norfolk County	82453	21835	26%	13184	16%	47434	58%
Massachusetts	984732	227880	23%	224913	23%	531939	54%

RACE AND ETHNICITY

Medfield has little racial diversity. Of the estimated 12,841 residents in 2019, about 93 percent were White. This is significantly higher than the proportions in Norfolk County (78 percent) and the state (78 percent). Those who identify as Asian alone are the racial minority with the biggest proportion in Medfield (5 percent). Residents who identify as Black or African American make up about 1 percent of the population of Medfield.

LABOR FORCE, EDUCATION, AND EMPLOYMENT

Medfield's residents are highly educated, with about 74 percent having earned a college degree or higher. This proportion is higher than 54 percent in the County and 44 percent in the state. About 38 percent of Medfield residents have an advanced degree.

HIGHEST LEVEL OF EDUCATION, POPULATION 25 YEARS AND OLDER²⁵

	Less than High School	High School or GED	Some College or Associates Degree	College Degree	Master's Degree	Professional School or Doctorate
Medfield	1.2%	8.7%	16.4%	35.9%	27.8%	10.1%
Norfolk County	6.1%	19.2%	21.1%	28.6%	16.8%	8.2%
Massachusetts	9.2%	24.0%	23.1%	24.1%	13.7%	5.8%

In Medfield, Norfolk County, and Massachusetts, median income increases significantly with higher levels of educational attainment. In Medfield, residents with a college degree earn a median income of \$95,375 – more than double the earnings of residents with only a High School degree.

MEDIAN INCOME BY EDUCATIONAL ATTAINMENT²⁶

	Total Population 25+	Less than High School	High School or GED	College Degree	Graduate or Professional Degree
Medfield	8,122	-	\$44,125	\$95,375	\$117,717
Norfolk County	491,428	\$26,312	\$39,242	\$70,797	\$91,103
Massachusetts	4,781,683	\$26,978	\$36,973	\$63,834	\$82,404

²⁴ 2015-2019 ACS, Table B25011

²⁵ 2015-2019 ACS, Table A12001

²⁶ 2015-2019 ACS Table A15001

According to the Massachusetts Department of Labor, in 2019 Medfield had 287 establishments that employed an average of 3,182 people per month, most of whom commute from other towns to work in Medfield – about 67 percent (or 2,137) people commute from other towns. The average weekly wage for Medfield workers was \$959 or less than \$50,000 annually.

About 92 percent of employees in Medfield are employed in the service-providing domain, which has lower wages (\$926 average weekly wages or about \$48,152 annually).

The highest paying industries in Medfield are wholesale trade (\$2,184 weekly), professional and technical services (\$1,682 weekly), and construction (\$1,400 weekly). The lowest paying industries are in the leisure and hospitality categories, with arts, entertainment, and recreation workers earning an average of \$357 weekly and accommodation and food services workers earning an average of \$418 weekly.

COMPOSITION OF LOCAL ECONOMY²⁷

Description	No. of Establishments	Average Monthly Employment	Average Weekly Wages
Total, All Industries	387	3,182	\$959
Goods-Producing Domain	55	265	\$1,332
Construction	48	222	\$1,400
Manufacturing	5	39	\$995
DUR - Durable Goods Manufacturing	3	36	\$1,039
Service-Providing Domain	332	2,917	\$926
Trade, Transportation, and Utilities	54	581	\$889
Wholesale Trade	27	113	\$2,184
Retail Trade	22	420	\$522
Transportation and Warehousing	5	48	\$1,047
Information	12	76	\$1,103
Financial Activities	29	87	\$1,460
Finance and Insurance	21	81	\$1,510
Real Estate	8	6	\$792
Professional and Business Services	98	360	\$1,517
Professional and Technical Services	65	210	\$1,682
Administrative and Waste Services	29	145	\$1,114
Education and Health Services	57	1,067	\$923
Health Care and Social Assistance	49	466	\$742
Leisure and Hospitality	34	512	\$400
Arts, Entertainment, and Recreation	8	154	\$357
Accommodation and Food Services	26	358	\$418
Other Services	45	145	\$713

²⁷ ES202 Wage Report, Medfield 2019

About a third of Medfield employees are residents of Medfield. About 18 percent commute from Framingham, Walpole, Medway, and Franklin, and the remaining employees commute from other towns, detailed in the table below. However, most Medfield residents in the workforce commute out of Medfield to Boston or other employment centers for work.

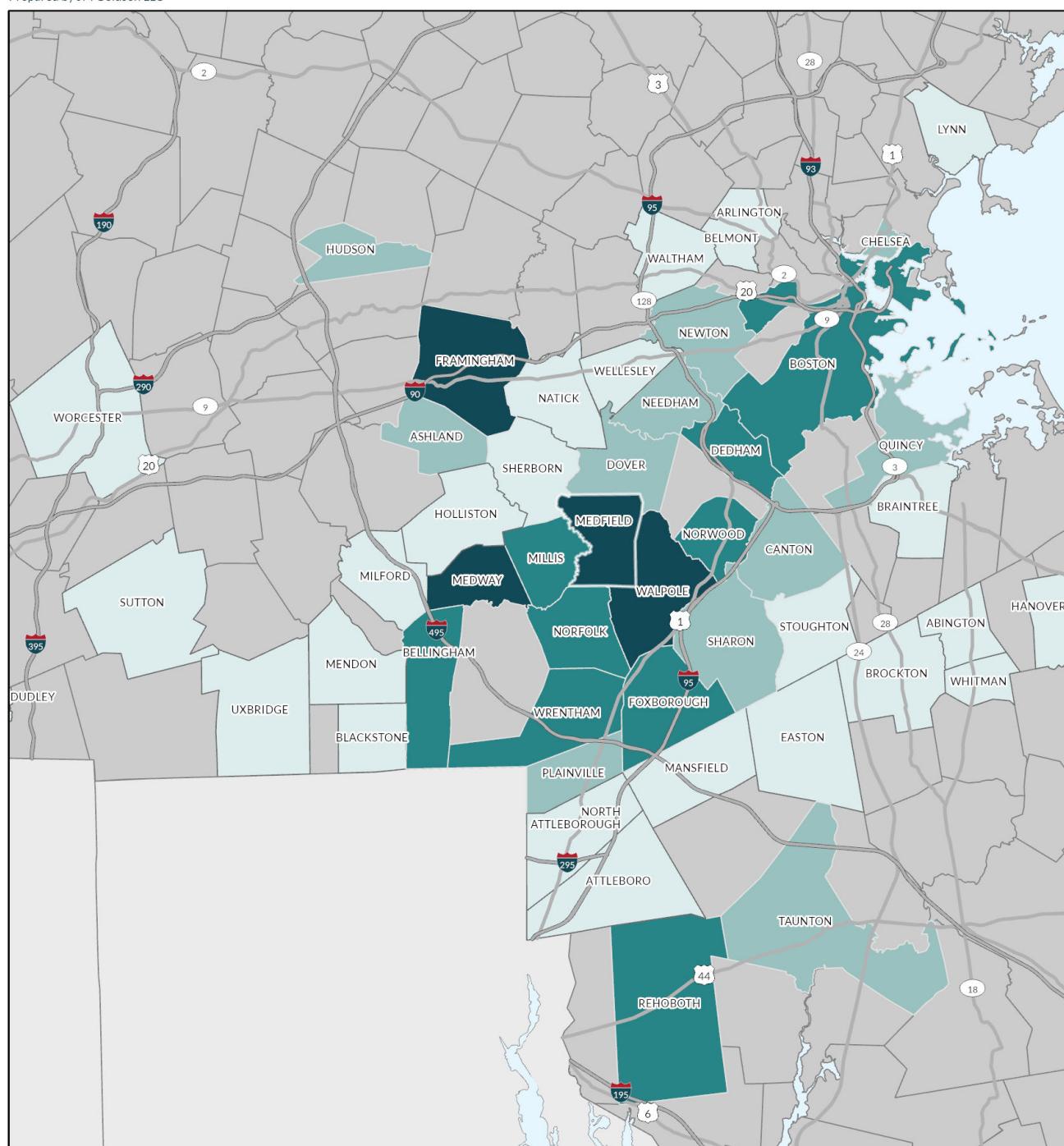
WORK COMMUTING PATTERNS, 2015

Place of Residence of Medfield Employees	
Medfield	1,313
Framingham	235
Walpole	148
Medway	130
Franklin	100
Millis	96
Norwood	86
Bellingham	77
Norfolk	66
Rehoboth	63
Other Towns	1,136
Total Medfield Employees	3,450

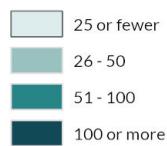
TOWN OF MEDFIELD - COMMUTER FLOW

Prepared by JM Goldson LLC

J M G O L D S O N



Commuters to Medfield



0 3 6 Miles



Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap, US Census ACS 5-year (2011-2015)

HOUSEHOLD INCOME

The median household income in Medfield is \$160,963, nearly double the statewide median income of \$81,215. The median family income is over \$186,000, and for families with children the median family income is over \$200,000. In Medfield, a substantial 40 percent of households have incomes over \$200,000, compared to 19 percent in Norfolk County.

HOUSEHOLD AND FAMILY INCOME²⁸

	Median Household Income	Median Family Income	Median Family Income for Families with Children
Medfield	\$160,963	\$186,149	\$201,176
Norfolk County	\$103,291	\$129,076	\$147,414
Massachusetts	\$81,215	\$103,126	\$101,390

The age bracket of householder that earns the highest amount in Medfield is householders between 45 and 64 years old. This population has a median income of \$194,453, compared to younger (25–44-year-old) householders who earn a median income of \$162,800, and older (older than 65) who earn a median income of \$85,417. Consistent with the higher income levels of Medfield compared to the County and the state, Medfield householders earn higher median incomes at all age levels than Norfolk County and Massachusetts.

Younger householders in Medfield earn significantly more than older (65+) households, pointing to a potential difficulty for older households to afford living expenses that other households can afford.

Options for senior residents to age in place are necessary to ensure that older households can afford to live in Medfield on lower incomes.

MEDIAN HOUSEHOLD INCOME OF SELECTED HOUSEHOLD TYPES²⁹

	All Households	Householder <25 Years	Householder 25-44 Years	Householder 45-64 Years	Householder >65 Years
Medfield	\$160,963	-	\$162,800	\$194,453	\$85,417
Norfolk County	\$103,291	\$60,758	\$116,137	\$126,936	\$59,435
Massachusetts	\$81,215	\$41,095	\$92,545	\$100,386	\$50,475

INCOME AND POVERTY

Each year, the US Department of Housing and Urban Development publishes low/moderate-income limits, adjusted for household size, for economic areas defined by the federal Office of Management and Budget. The income limits are used primarily to determine eligibility for various housing assistance programs. These income limits can indicate income levels in each area where certain households have incomes too low to afford housing in their region.

²⁸ 2015-2019 ACS, Table A14006

²⁹ 2015-2019 ACS, Table B19049

Households are defined as having low/moderate-income when they make 80 percent of the Area Median Income (AMI) or below, which is \$95,200 or less.

About 28 percent of Medfield residents are estimated to have low/moderate-income (at or below 80 percent AMI).

INCOME LIMITS FOR MEDFIELD, 2020³⁰

Geography	Median Income	Income Level	1-person	2-person	3-person	4-person	5-person
Boston-Cambridge-Quincy HMFA	\$119,000	Extremely Low Income	\$26,850	\$30,700	\$34,550	\$38,350	\$41,450
		Very Low Income	\$44,800	\$51,200	\$57,600	\$63,950	\$69,000
		Low Income	\$67,400	\$77,000	\$86,650	\$96,250	\$103,950

A household earning the median income in the Boston-Cambridge-Quincy HMFA can afford housing costs of up to \$2,975 per month. This calculation assumes that a household paying more than 30 percent of their income on housing cannot afford their housing. A low/moderate-income household with two people (earning up to \$77,000) can afford housing costs of up to \$1,925 a month, while an extremely low-income household of the same size can afford housing costs of just \$767 a month. More than 450 households in Medfield are estimated to be extremely low-income (earning \$35,700 or less per year). Note that HUD defines the less than or equal to 80 percent AMI category as “low income” but for the purpose of this report we use “low/moderate-income” to define this category.

INCIDENCE OF POVERTY³¹

	Persons <18	Persons >65	Homeowners	Renters	Families
Medfield	3%	2%	3%	1%	3%
Norfolk County	6%	7%	2%	3%	4%
Massachusetts	13%	9%	2%	5%	7%

The U.S. Federal Poverty Guidelines for 2019 state that a household with four people earning less than \$25,750 per year is under the poverty level. A household with just one person earning less than \$12,490 per year would fall under the poverty level. In Medfield, 3 percent of families live below the poverty level, compared to 4 percent in Norfolk County and 7 percent in Massachusetts.

The map on the following page shows the median household incomes by census tract in Medfield. The center of town, where development is generally denser, is also where residents have the lowest median household income (\$110,000 or less). Residents in the northern portion of town earn higher median incomes (\$190,000 or more), indicating a higher concentration of wealth in neighborhoods in those census tracts.

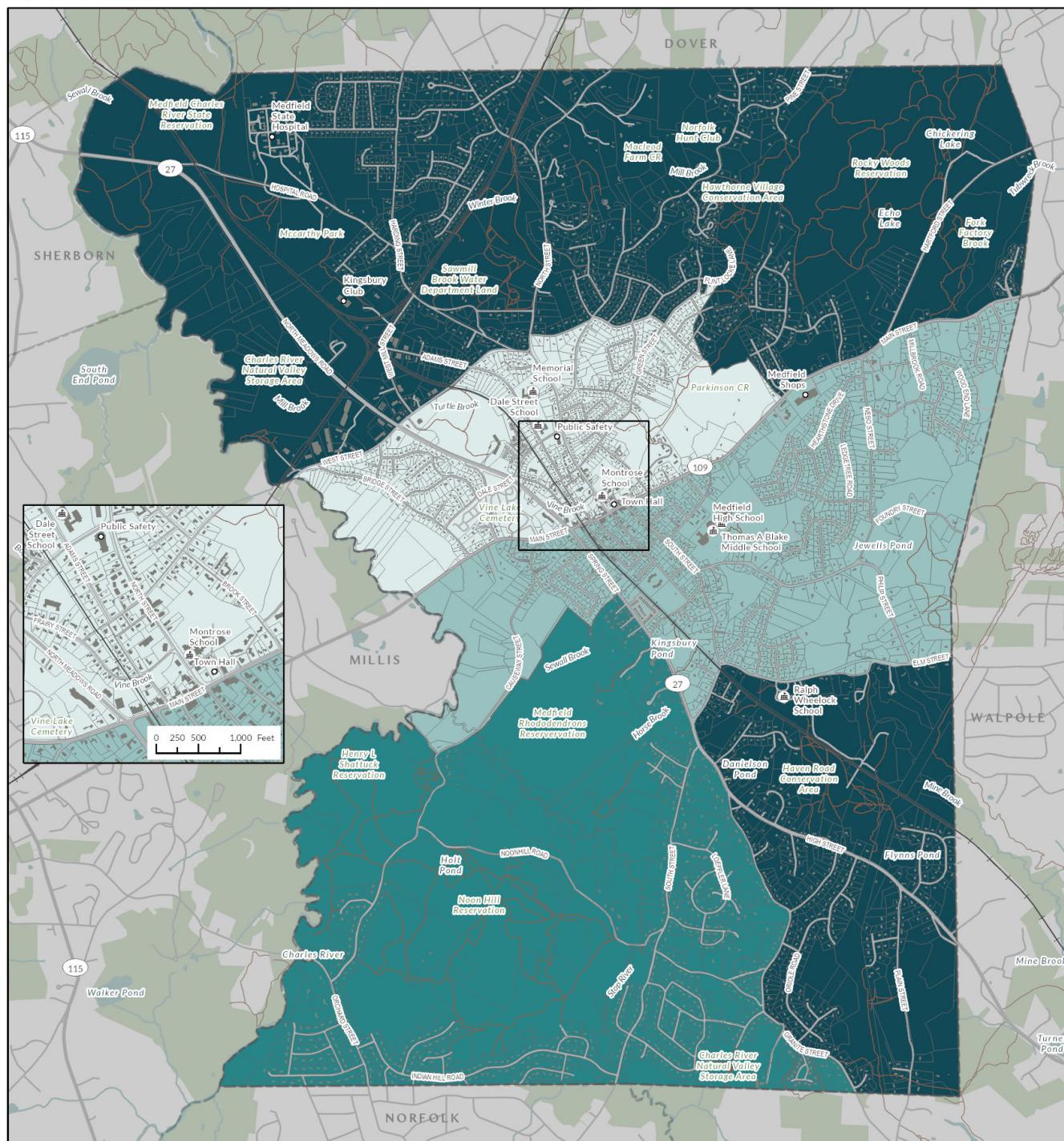
³⁰ HUD 2020

³¹ 2015-2019 ACS, Table B17019

TOWN OF MEDFIELD - MEDIAN HOUSEHOLD INCOME

Prepared by JM Goldson LLC

J M G O L D S O N



- Schools
- Buildings
- Parcels
- Trails
- Water bodies
- Open space

Median Household Income

- \$110,000 or less
- \$110,000 - \$150,000
- \$150,000 - \$190,000
- \$190,000 or more

0 0.25 0.5 Miles



Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap, US Census ACS 5-year (2015-2019)

HOUSING CHARACTERISTICS

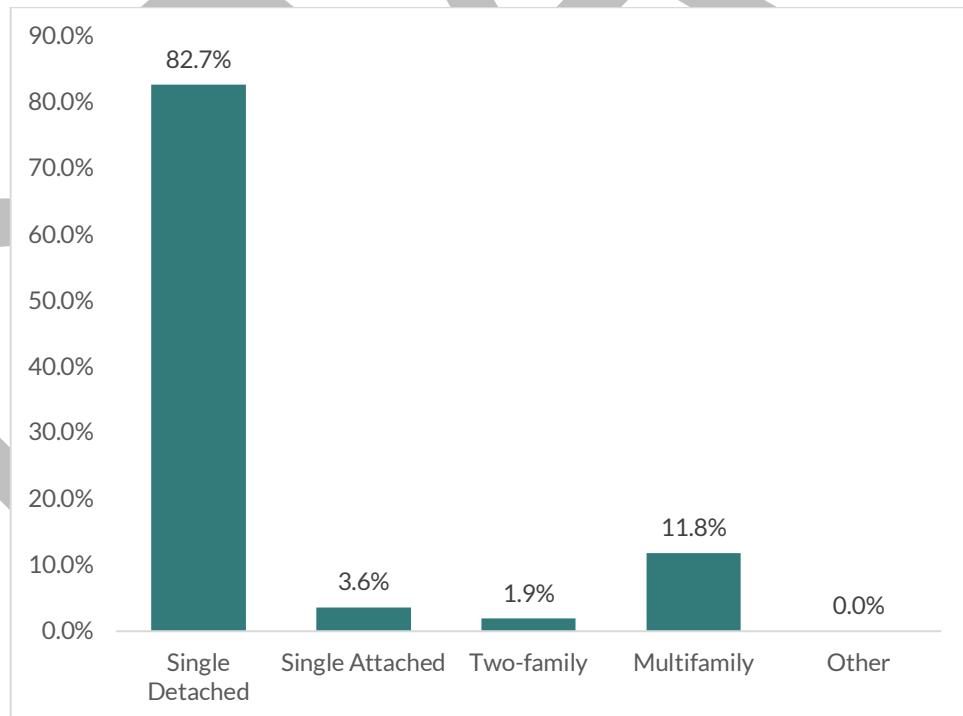
AGE AND PHYSICAL CHARACTERISTICS OF HOUSING UNITS

Single-family, detached dwellings make up most of Medfield's housing stock, which is typical for similar communities in this region. Multifamily housing makes up about 12 percent of the housing stock, which is a lower proportion than in the County and the state.

STRUCTURAL CHARACTERISTICS OF HOUSING UNITS³²

	Total Units	Single Detached	Single Attached	Two-family	Multifamily	Other
Dover	2,128	98%	1.4%	0%	0%	0%
Medfield	4,354	82.7%	3.6%	1.9%	11.8%	0%
Millis	3,344	68.2%	7.6%	4.2%	20.1%	0%
Norfolk	3,209	89.3%	6.9%	1.6%	2.3%	0%
Sherborn	1,601	91.5%	3.9%	0.6%	5%	0%
Walpole	7,302	73.1%	7.6%	4.3%	15.1%	0%
Norfolk County	278,615	57.5%	5.6%	6.5%	30.1%	0.3%
Massachusetts	2,897,259	52.1%	5.3%	9.9%	31.9%	0.8%

MEDFIELD'S HOUSING INVENTORY BY UNIT TYPE



³² 2015-2019 ACS, Table A10032

The median age that housing units in Medfield were built is 1972, which is more recent than the County and the state. On average, housing units in Medfield are significantly larger than housing units in the County and the state. The median number of rooms in Medfield housing units is more than eight, while in the County it is six and in the state is it 5.6. Owner-occupied units are larger than rental units, which average four rooms per unit – like the County and state sizes. The small size of rental units in Medfield indicates that there may be a lack of rental units available for larger families in the town.

MEDIAN AGE OF HOUSING UNITS AND MEDIAN NUMBER OF ROOMS BY OCCUPANCY³³

	Median Year Built	Median Rooms: All Structures	Median Rooms: Owner Occupied	Median Rooms: Renter Occupied
Medfield	1972	8.1	8.4	4
Norfolk County	1962	6	7	3.8
Massachusetts	1961	5.6	6.5	4.1

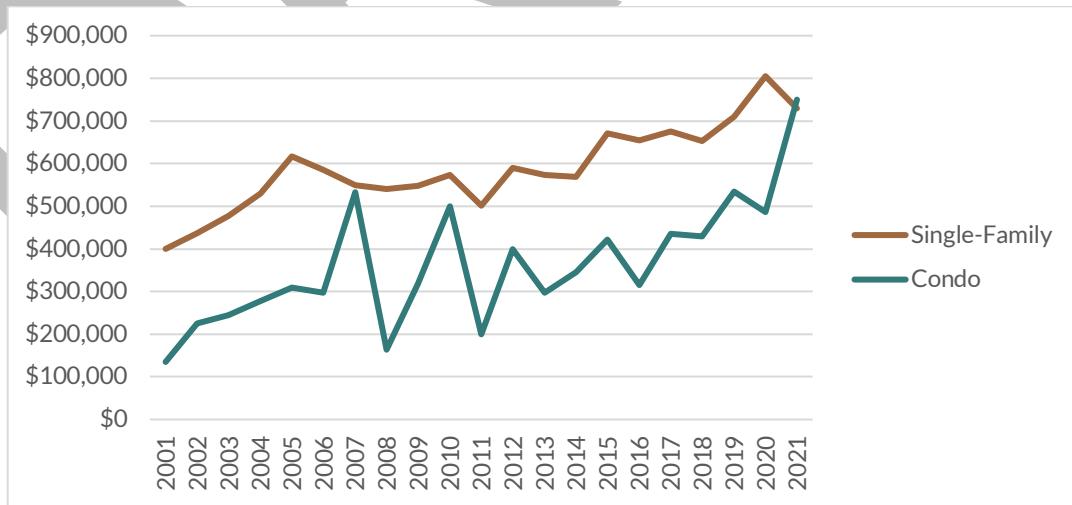
HOUSING MARKET

Medfield's strong schools, small town character, conservation lands, and historic resources, combined with its proximity to Boston, make it a desirable suburb for families. The town's high property values are also a factor in the disproportionate prevalence of family households, who typically have higher incomes than other types of households. Most householders in town are homeowners, and large, detached-single family homes are the most desirable housing in town.

HOUSING SALE PRICES

The chart below shows median sales prices for single-family homes and for condominiums in Medfield over the last two decades. While sales prices for single-family homes have been consistently higher than those for condominiums in this period (aside from in the first few months of 2021, where the price for a condo rose above the price for a single-family home), prices for all types of housing have risen significantly in the last two decades.

MEDIAN SALES PRICES IN MEDFIELD³⁴

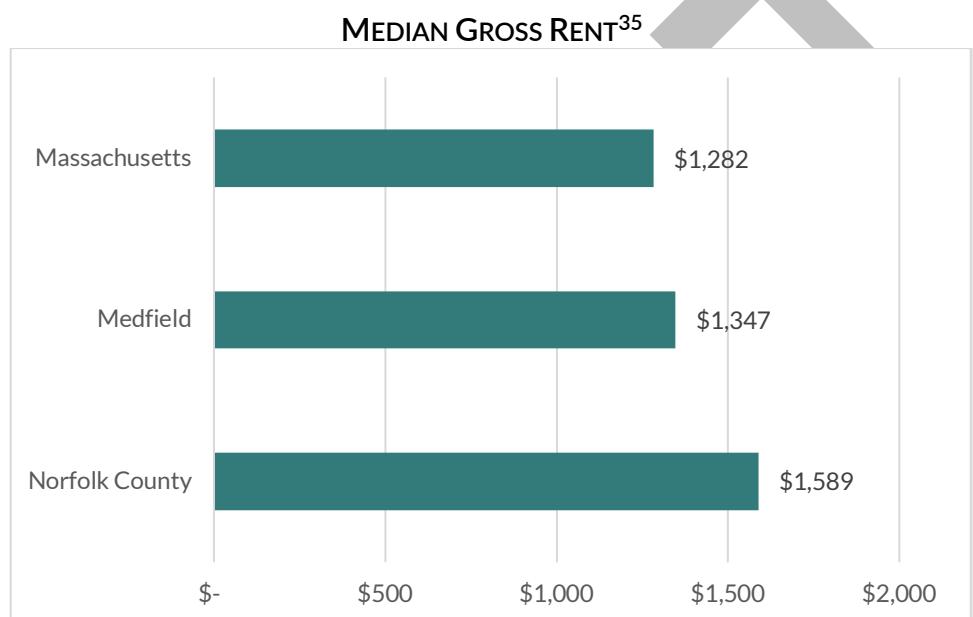


³³ 2015-2019 ACS, Table A10032

³⁴ The Warren Group

The 2020 median sales price was \$749,950, which would require about \$174,000 household income to afford the monthly housing costs for a 30-year fixed mortgage (assuming 20 percent down payment and an interest rate of 3.24 percent at Medfield's current FY21 tax rate of \$17.76).

The median monthly gross rent in Medfield is \$1,347, which is on par with rents in the state and the County. Although rental housing makes up a very small portion of Medfield's housing stock, rental housing is a more affordable option for households making lower incomes in the town.



In the period between 2017 and June 2021, there was a total of 340 single-family home sales in Medfield, which is an average of 68 sales per year. The average sales price increased by about 31 percent in that time period from \$697,324 in 2017 to \$904,716 in 2021.

SELECT CHARACTERISTICS OF HOME SALES 2017-2021³⁶

Unit Type	Total Sales	Average Sales/Year	Average Sales Price	% Increase in Sales Price
Single Family	340	68	\$725,800	31%

Average tax bills for single-family homes have inclined steadily over the past five years, as have residential property tax rates. Tax rates are an important factor in the overall affordability of homeownership in a community. Medfield's residential tax rate is comparable with surrounding communities in 2021. The lowest tax rate in the area is 12.89, in Dover, and the highest is 19.63 in Sherborn.

³⁵ 2015-2019 ACS, Table A18009

³⁶ Berkshire Hathaway HomeServices Page Realty

RESIDENTIAL PROPERTY TAXES³⁷

	Residential Property Tax Rate	Average Single Family Tax Bill
2017	16.89	\$10,529
2018	17.03	\$10,809
2019	17.87	\$11,766
2020	17.83	\$12,062
2021	17.76	\$12,297

RESIDENTIAL PROPERTY TAXES IN SURROUNDING TOWNS, 2021

	Residential Property Tax Rate	Average Single Family Tax Bill
Dover	12.89	○ \$15,923
Medfield	17.76	\$12,297
Millis	19.62	○ \$8,505
Norfolk	17.99	○ \$9,349
Sherborn	19.63	○ \$16,593
Walpole	14.84	○ \$8,254

HOUSING AFFORDABILITY

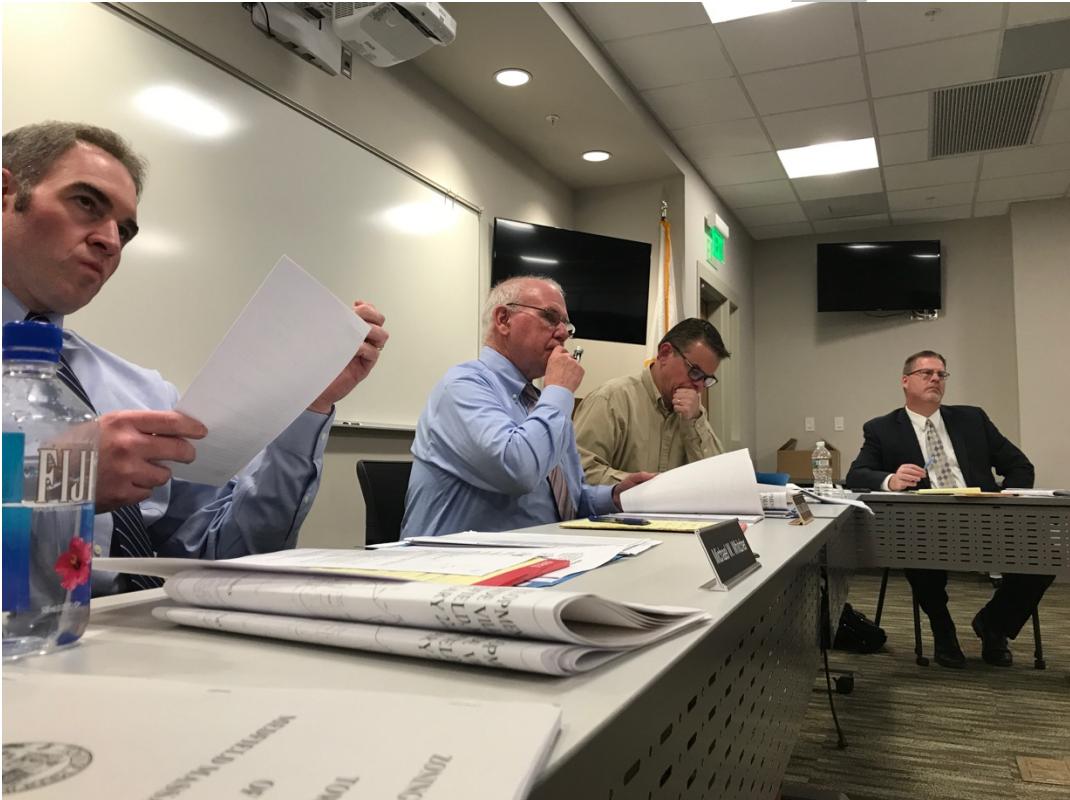
Most communities have some modestly priced housing: small, older single-family homes that are less valuable than new homes, multi-family condominiums, or apartments that can be leased for relatively low monthly rents. This type of affordable housing often stays affordable if the market will allow. Under a Massachusetts law that went into effect in 1969, however, the state established a goal for all communities to have at least 10 percent of its year-round housing stock that is affordable to low-income households and remains affordable to them even when home values appreciate under robust market conditions. These units remain affordable because their resale prices and rents are governed by a deed restriction that lasts for many years, if not in perpetuity.

Both types of affordable housing – less expensive market-rate housing and affordable housing - meet a variety of housing needs, and both are important. The crucial difference is that the market determines the price of market rate units while a recorded legal instrument determines the price of affordable units. There are other differences, too. For example, any household - regardless of income - may purchase or rent an unrestricted affordable unit, but only a low/moderate-income household is eligible to purchase or rent a deed restricted unit.

When less than 10 percent of a community's housing consists of deed restricted affordable units, M.G.L. c. 40B, Sections 20-23 ("Chapter 40B") authorizes the Zoning Board of Appeals to grant a comprehensive permit to qualified affordable housing developers. The 10 percent minimum is based on the total number of year-round housing units reported in the most recent decennial census; for Medfield, this currently means 4,220 (Census 2010).

³⁷ MA Department of Revenue

A comprehensive permit is a type of *unified permit*: a single permit that replaces the approvals otherwise required from separate city or town permitting authorities. Chapter 40B supersedes zoning and other local regulations that make it too expensive to build low- and moderate-income housing. By consolidating the approval powers of multiple town boards, the state legislature hoped to provide more low-income housing options in suburbs and small towns. Under Chapter 40B, the Zoning Board of Appeals may approve, conditionally approve, or deny a comprehensive permit, but in communities that do not meet the minimum 10 percent goal, developers may appeal to the state Housing Appeals Committee (HAC).



ZBA reviewing a Chapter 40B proposal

The Massachusetts Department of Housing and Community Development maintains a list of affordable units in each city and town in the state. Known as the Chapter 40B Subsidized Housing Inventory, the list determines whether the community meets the State's mandated 10 percent affordable housing minimum, per Massachusetts Chapter 40B. In 2021, Medfield had 9.6 percent affordable housing, based on the 2010 census count of 4,220 units. With 406 units of affordable housing, the Town would need 16 more units to reach 10 percent.

While DHCD's official determination of compliance with the 10 percent minimum is pending given the 2020 Decennial Census figures that were released recently, the 2020 counts indicate that Medfield's percentage of SHI units will decrease to 9.34 percent with a need for an additional 29 units to reach the 10 percent minimum goal. The 2020 count of total housing units reported by the Census Bureau is 4,450 and 104 vacant units.

MEDFIELD SUBSIDIZED HOUSING INVENTORY³⁸

Name	Address	Type	SHI Units	Affordability Expires
Tilden Village	30 Pound Street	Rental	60	Perpetuity
Allendale	Dale Street	Ownership	17	Perpetuity
The Village at Medfield	Turtle Brook Way	Ownership	6	Perpetuity
Wilkins Glen	Wilkins Glen Road	Rental	103	2042
DDS Group Homes	Confidential	Rental	5	N/A
The Parc at Medfield	One Drive	Rental	92	Perpetuity
Country Estates (a.k.a., Chapel Hill Landing)	21, 25, & 29 Hospital Road	Ownership	8	Perpetuity
Cushman House AKA Cushing House	67 North Street	Rental	8	Perpetuity
71 North Street	71 North Street	Rental	8	Perpetuity
Hillside Village	80 North Meadows Road	Rental	16	Perpetuity
Medfield Meadows	41 Dale Street	Mix	27	Perpetuity
Aura at Medfield	50 Peter Kristof Way	Rental	56	Perpetuity

Twelve properties contribute to Medfield's Subsidized Housing Inventory. Most units are rental properties, including 103 units at Wilkins Glen, 92 units at The Parc at Medfield, and 60 units at Tilden Village. Thirty-one units are ownership units, and the 27 units at Medfield Meadows are a mix of rental and ownership.

Most units on the SHI are in the center of Medfield. Two properties (Cushing Housing and 71 North Street) are located within a quarter mile of town center, and five more (Tilden Village, Wilkins Glen, Allendale, the Village at Medfield, and Medfield Meadows) are located about a half mile from town center.

Housing Production

Since 2017, 112 rental units have either been built or are in the pipeline. Twenty-eight of these units are affordable. The developments include the following:

- 67 North Street: 8 units (2 affordable, 6 market)
- 71 North Street – 8 units (2 affordable, 6 market)
- Hillside Village, 80 North Meadows Road – 16 units (4 affordable, 12 market)
- Medfield Meadows, 41 Dale Street/Hennery Way – 24 units (6 affordable, 18 market)
- Aura at Medfield, 50 Peter Kristof Way – 56 units (14 affordable, 42 market)

In the same period, 58 ownership units were built or added to the pipeline, including the following:

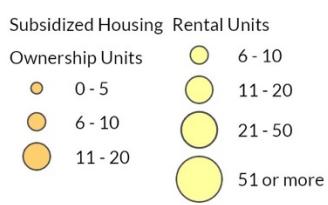
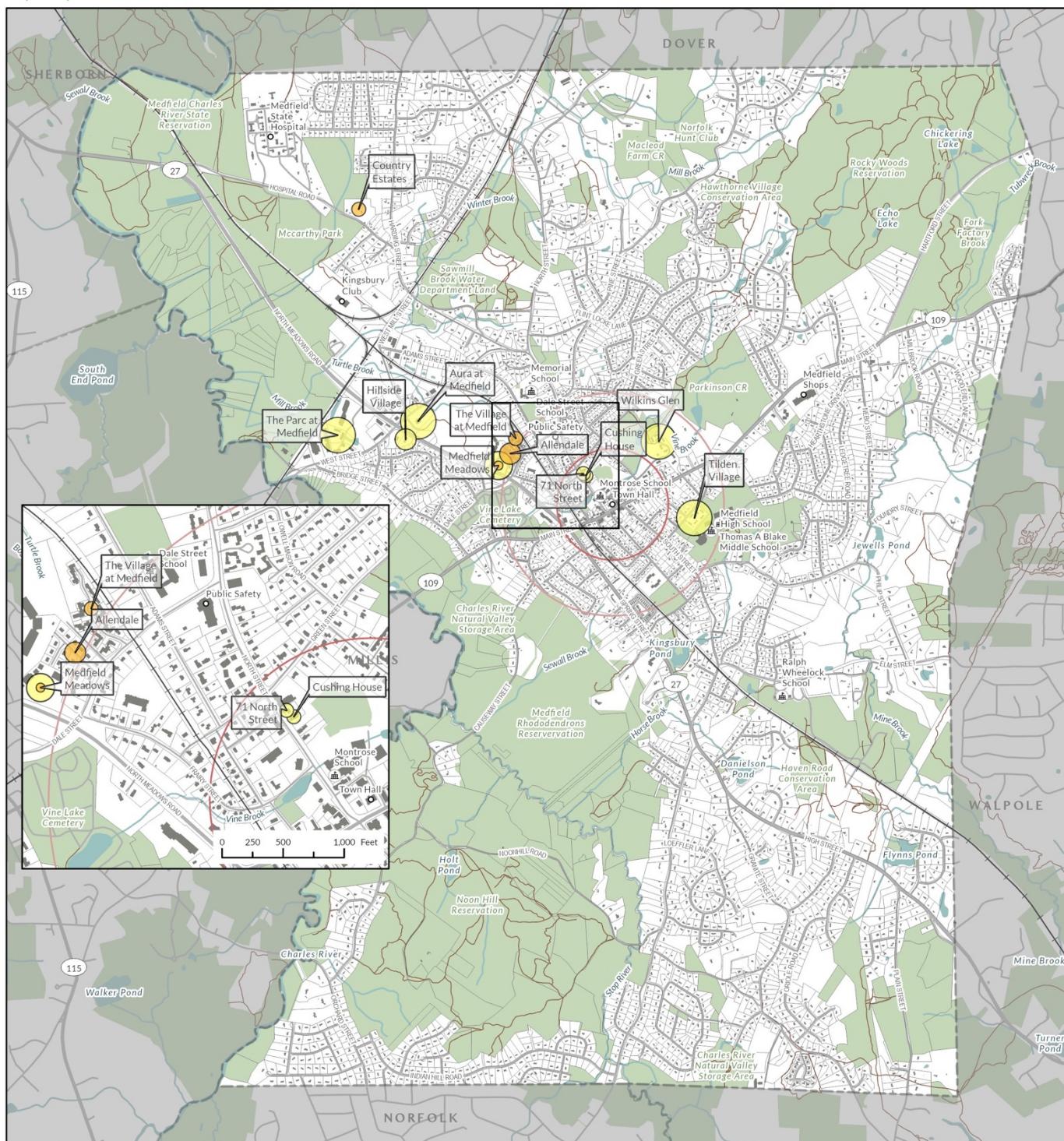
- Chapel Hill Landing – 49 Units (13 affordable, 36 market rate)
- Medfield Meadows – 9 units (3 affordable, 6 market rate)

³⁸ DHCD, 2020

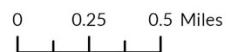
TOWN OF MEDFIELD - SUBSIDIZED HOUSING

Prepared by JM Goldson LLC

J M G O L D S O N



Distance from town center



Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap, DHCD

CHAPTER 4: HOUSING DEVELOPMENT

CONSTRAINTS

The location, density, and design of housing depends on multiple factors, including local regulations, infrastructure, environmental constraints, and economic considerations. Zoning ordinances and other bylaws define rules for siting, scale, and housing type. Housing density and development costs can also be affected by the absence (or capacity limitations) of critical infrastructure, such as public water and sewer. The physical conditions of a site, including terrain, wetlands and surface water, soil type and geology can also constrain housing development. Many of these factors can be subject to change, but there is often an associated cost, either to the town or private developers. Medfield's development constraints are discussed in the following chapter, including maps and summary tables that further describe the characteristics and location of each constraint.

Key Findings

1. Water resources and their associated regulatory areas span a significant proportion of the town, which can impose some limitations on development associated with impervious surface area.
2. Most wetlands and other state-identified habitat areas are within protected open space; however, there are several certified and potential habitat areas scattered throughout town that have some protection under the local wetland bylaw and would require Conservation Commission review of any new development in those areas.
3. The municipal water and sewer systems serve most of the town, except a few neighborhoods that lack sewer service. The anticipated redevelopment of Medfield State Hospital should be possible to accommodate under the existing water withdrawal permit, assuming the Town maintains a proactive approach to water conservation and there are no other significant increases in demand.
4. New water and sewer infrastructure will be necessary as part of the MSH redevelopment, but the Town sewer system is expected to have sufficient capacity to accommodate this growth.
5. Most of Medfield is zoned for single family residential development and limit structures to a maximum height of 35 feet and no more than two and one half (2.5) stories. Minimum lot sizes in residential zones range from 12,000 sq. ft. (zone RU) up to 80,000 sq. ft. (zone RE).
6. Open Space Residential Zoning would also allow for smaller lots but requires land area greater than 10 times the lot size of the base zoning, which is challenging to find in Medfield.
7. Opportunities for by right mixed-use and multifamily residential development are limited: both are allowed in certain subdistricts under the Medfield State Hospital District zoning, and multifamily is allowed in the Upper Spring Street Overlay District, contingent upon site plan approval by the Planning Board.
8. The Inclusionary Zoning bylaw has not been used as of the time of this writing - larger residential developments have gone through the Comprehensive Permit process.
9. About 80% of Medfield's existing land use is split between residential development and open space. The limited remaining vacant land generally has wetland or floodplain issues.

NATURAL FEATURES

Medfield has several large protected open space areas, both public and private, which protect habitat, recreation areas, and water resources. Many of these conservation areas are Town-owned, including

portions of Noon Hill Reservation and the Medfield Rhododendron Reservation, as well as McCarthy Park and Ralph Wheelock Fields. Local land trusts also have significant land holdings, including Rocky Woods Reservation, Fork Factory Brook, and parts of the Rhododendron and Henry L. Shattuck Reservations. In general, Medfield has relatively flat topography, and most hilly areas are within the protected areas described above.

WATER RESOURCES

Wetland resource areas, which make up about 22 percent of the town's total area, are also subject to development restrictions imposed by the state's Wetlands Protection Act and Medfield's wetlands bylaw, which establishes a 50-foot no-disturb buffer zone and requires any work within 100 feet of resource areas and flood zones to be reviewed by the Conservation Commission.³⁹ A majority of these wetland areas overlap with the 100-year and 500-year flood zones identified on FEMA's Flood Insurance Rate Maps. Flood zones A and AE are also regulated as defined in the Floodplain District section of the Town's zoning bylaws, which prohibits encroachment that would increase flood levels, except by special permit.⁴⁰ Title 5 setback areas also apply to wetlands and water supplies in areas where septic systems are required for new housing developments.

State and local protections are also in place for public water supplies, including Zone I and II wellhead protection areas, and the Primary and Secondary Aquifer Zones that are defined by these zones. Zone I areas do not allow any construction, while Zone II protections apply to storage of certain chemicals, removal of soil and gravel near the water table, and prohibit land uses that result in impervious surface on more than 15% of a lot (or 2,500 sq. ft.) – unless adequate measures are taken to recharge groundwater.⁴¹ Water resource protection areas, wetlands, and flood zones are shown in the map on the following page. Additional details on the Aquifer Zones can be found in the Zoning section of this chapter.



Charles River in Medfield (Source: Wikipedia)

³⁹ Town of Medfield. Chapter 290 Wetlands bylaw. Accessed from: <https://ecode360.com/27373960>

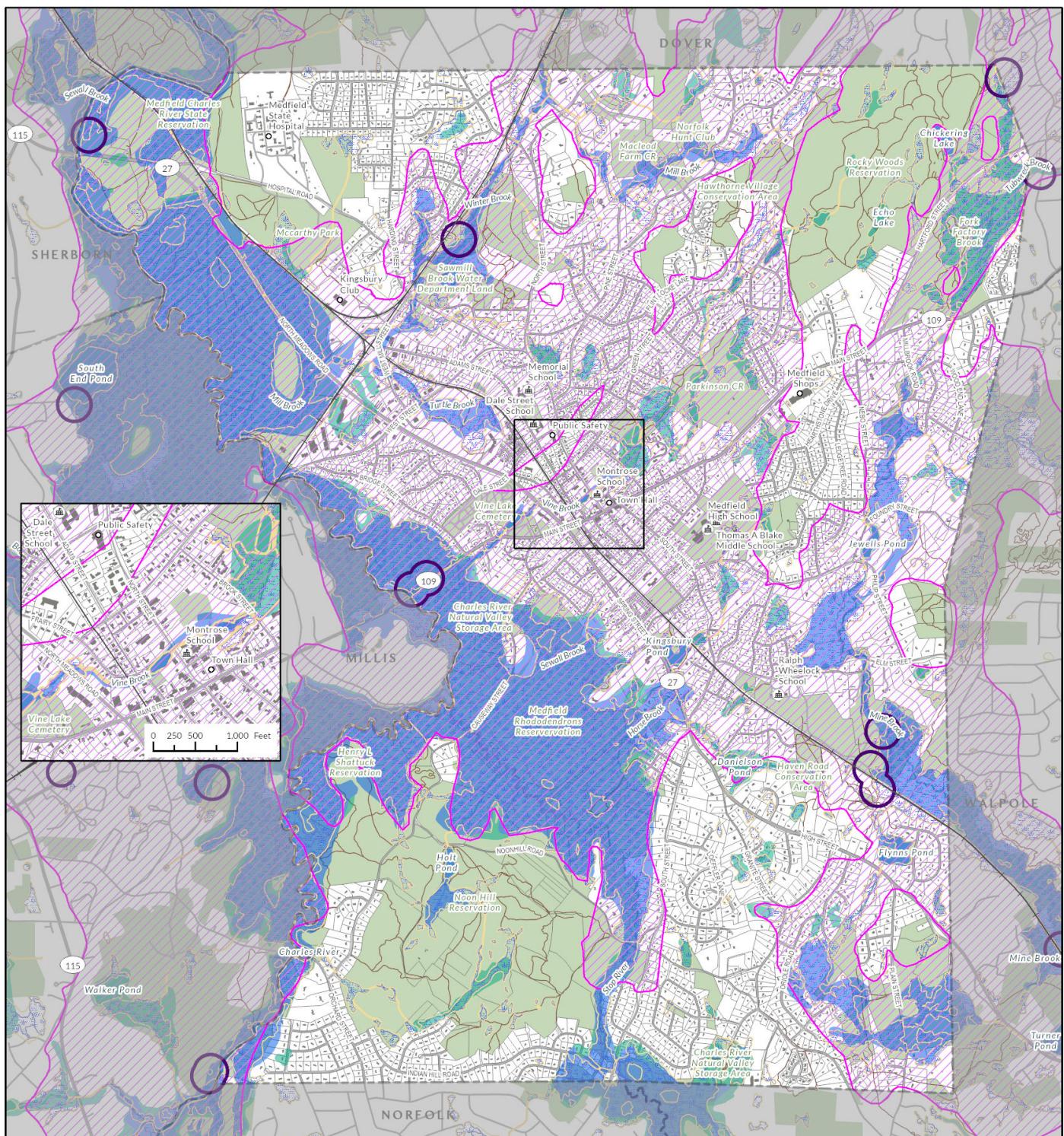
⁴⁰ Town of Medfield. Article 10 Floodplain District. Accessed from: <https://ecode360.com/27374311>

⁴¹ MassDEP. Wellhead Protection Guidance: The Best Effort Requirement 310 CMR 22.21(1). Accessed from: <https://www.mass.gov/doc/wellhead-protection-guidance-best-effort-requirement-310-cmr-22211/download>

TOWN OF MEDFIELD - WATER RESOURCE CONSTRAINTS

Prepared by JM Goldson LLC

J M G O L D S O N



- Schools
- Buildings
- Parcels
- Trails
- Water bodies
- Open space

- DEP Approved Zone I
- DEP Approved Zone II
- Title 5 Setback Areas
- Wetlands
- Flood Zone Designations
- 100 yr. flood zone
- 500 yr. flood zone

Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap

HABITAT AREAS

The MassWildlife Natural Heritage & Endangered Species Program (NHESP) identified significant wildlife habitat areas throughout the state. The BioMap2 Town Report for Medfield lists 1,265 acres of Core Habitat and 1,660 acres of Critical Natural Landscape. These areas provide habitat to twelve species of conservation concern and are primarily located within existed protected open space along the Charles River and the Medfield Rhododendron Reservation, as shown in the map on the following page.⁴²

Medfield also has 17 certified vernal pools and 62 potential vernal pools, as identified by NHESP, which provide seasonal habitat.

The local wetlands bylaw establishes a 100-foot resource area around vernal pools, whether they have been certified by the Massachusetts Division of Fisheries and Wildlife, excluding any existing landscaped or developed areas. Development within these resource areas would also be subject to review by the Medfield Conservation Commission.



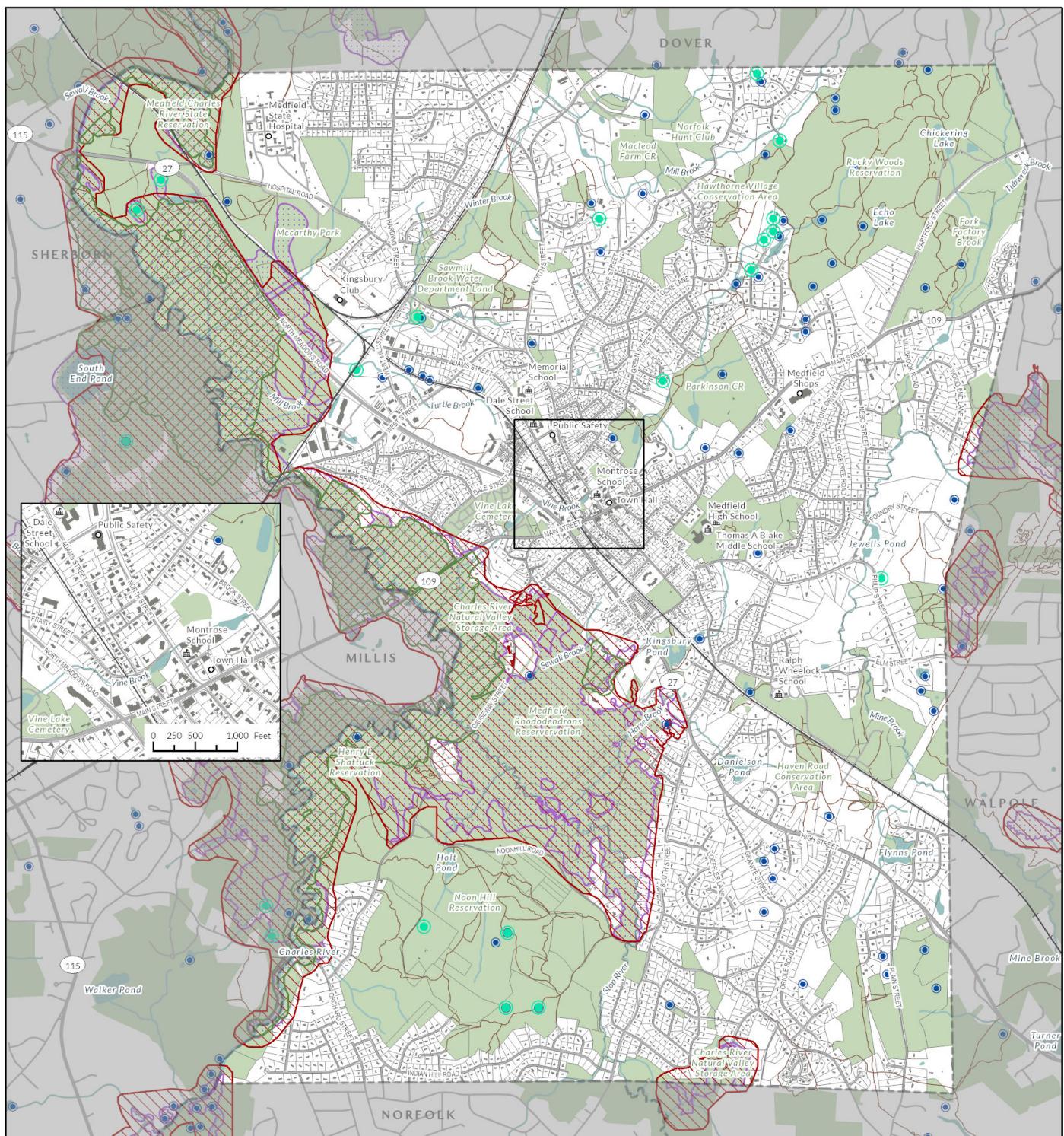
Rocky Woods Reservation (Source: The Trustees of Reservations)

⁴² MassWildlife. BioMap2 Town Report: Medfield. Accessed from: http://maps.massgis.state.ma.us/dfg/biomap/pdf/town_core/Medfield.pdf

TOWN OF MEDFIELD - HABITAT CONSTRAINTS

Prepared by JM Goldson LLC

J M G O L D S O N



- Schools
- Buildings
- Parcels
- Trails
- Water bodies
- Open space

- Certified Vernal Pools
- Potential Vernal Pools
- Priority Habitats of Rare Species
- BioMap2 Critical Natural Landscape
- BioMap2 Core Habitat

0 0.25 0.5 Miles



Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap

INFRASTRUCTURE

Medfield operates both municipal water and sewer systems, which cover most of the town. There are some areas along the borders where sewer mains are not present, specifically west of Rocky Woods Reservation, from Danielson Pond to Flynns Pond, and south along Plain Street (see map on the following page). The water and sewer infrastructure at the former Medfield State Hospital (MSH) is no longer functional; however, an evaluation was completed for the proposed water and sewer service to serve future development at the site.

The anticipated redevelopment of Medfield State Hospital should be possible to accommodate under the existing water withdrawal permit, assuming the Town maintains a proactive approach to water conservation and there are no other significant increases in demand.

Additional anticipated water demand can likely be accommodated if the Town's water conservation programs continue to be implemented. The existing sewer system on Hospital Road is also expected to have the capacity to handle projected sewer flow from the proposed MSH project. Further analysis of the existing system may be needed as more details on the proposed development become available, in addition to continuing work to address Inflow/Infiltration into the sewer system.⁴³



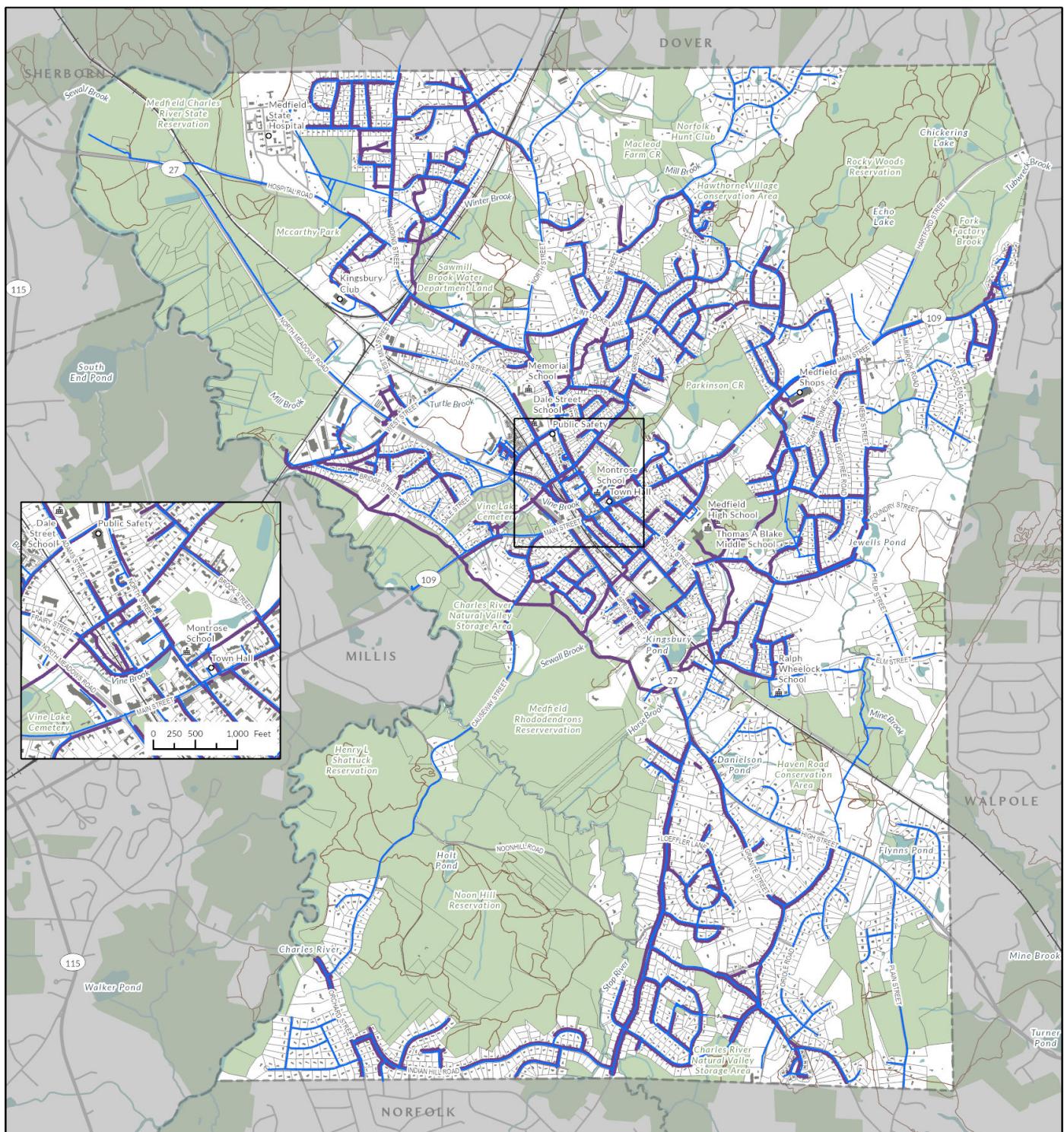
Medfield State Hospital (Source: Medfield State Hospital Strategic Reuse Master Plan)

⁴³ Environmental Partners Group. Medfield State Hospital Development: Review of Proposed Water and Sewer Utilities Plans (technical memo).

TOWN OF MEDFIELD - WATER AND SEWER NETWORKS

Prepared by JM Goldson LLC

J M G O L D S O N



Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap

LOCAL BYLAWS

Land use regulations are another key element in determining the potential location and density of new residential development, including zoning bylaws and environmental protections such as the Wetlands Protection Act and wellhead protection regulations. Medfield's zoning ordinances establish use restrictions, define dimensional requirements such as minimum lot size and maximum height, and include provisions to protect the town's water and wetland resources.

RESIDENTIAL ZONING

Medfield's zoning map defines the boundaries of the town's base and overlay zoning districts, as shown later in this chapter. There are four residential districts where certain housing types are allowed by right or by special permit. Single family dwellings are allowed by-right in each of these districts, as well as the A (Agricultural) district. Accessory dwelling units can be added inside an existing single-family dwelling by special permit in any of the residential districts. ADUs are only allowed in homes built prior to 1938 and must have a minimum floor area of 2,000 sq. ft. Family apartments, which are defined as an additional unit reserved for a family member, are allowed by right in the RU district and by special permit in the B district. Community residences for people with physical or cognitive disabilities are allowed by special permit in the RE, RT, RS, and RU districts.

Most of Medfield is zoned for single family residential development, requiring a minimum lot size of 40,000 sq. ft. in the RT district or 20,000 sq. ft. in the RS district to develop new housing by right. About 48 percent of residential parcels in the RT district are undersized relative to the current minimum lot area requirement.

All of the residential districts define a maximum height of 35 feet and allow a maximum of two and a half (2-1/2) stories. Additionally, the RU district allows two-family and multifamily residences if lot size minimums are met. A special permit from the Planning Board is required for multifamily and two-family housing in the RU district (where lot coverage is greater than or equal to 15%). Multifamily housing is also allowed by right in the Upper Spring Street Overlay District, contingent upon site plan approval by the Planning Board and a minimum lot size of 24,000 sq. ft. for three units (plus 6,000 sq. ft. for each additional unit). The minimum lot size and other dimensional requirements vary for each of the residential districts and the table below summarizes some of the key differences:

District	Min. lot area	Max. lot coverage (%)	Min. Frontage (ft.)
A (Agricultural)	10 acres		
RE (Residential Estate)	80,000 sq. ft.	10%	180
RT (Residential Town)	40,000 sq. ft.	15%	142
RS (Residential Suburban)	20,000 sq. ft.	20%	96
RU (Residential Urban) – 1F	12,000 sq. ft.	30%	80
RU (Residential Urban) – 2F	20,000 sq. ft.	25% or 30%*	100
RU (Residential Urban) – MF	30,000 sq. ft.	35%	200

* Historic preservation incentive

Open Space Residential Zoning is another option available in Medfield for new residential development that is designed to maintain more open space in a new subdivision by allowing smaller lots than required by the applicable zoning district. Minimum lot size is reduced to 12,000 sq. ft. if at least 25 percent of the total development area (excluding roads and parking) is reserved for open space, and the site is served by public water and sewer (or an on-site sewage disposal system). This option is rarely pursued in Medfield due to the lack of large developable parcels that meet the following required conditions:

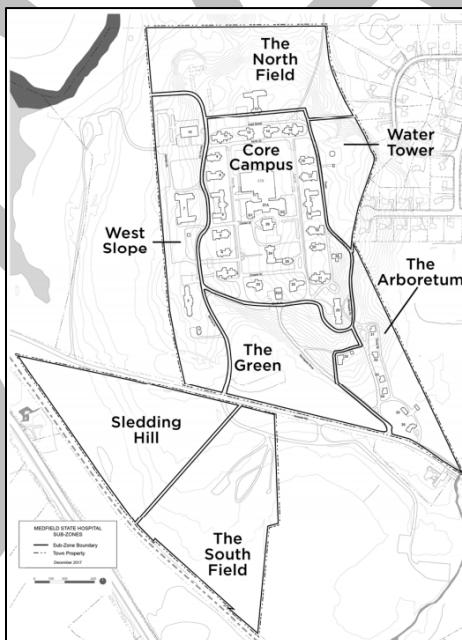
- No less than 10 times the minimum lot size required by the applicable zoning district
- No more than 25 percent of open land may be wetlands, Floodplain District, Watershed Protection District, or have a slope greater than 20 percent.

MIXED-USE ZONING

Mixed-use development, combining residential uses with commercial or other uses, is allowed under limited circumstances in Medfield. Specifically, a single-family or two-family dwelling can be approved as a secondary use by special permit in the B district. The Medfield State Hospital District (MSHD), adopted in 2019, also allows by-right mixed-use redevelopment in certain sub-zones. The following table summarizes the types of residential uses allowed by-right (YES) or by special permit (SP) in each sub-zone.

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

The following map shows the boundaries of the sub-zones described in the MSHD use table.



Medfield State Hospital District and Sub-Zones⁴⁴

⁴⁴ Town of Medfield. Article 20. Medfield State Hospital District Zoning Amendment.

INCLUSIONARY ZONING

The Town of Medfield also adopted an Inclusionary Zoning bylaw in 2017, which applies to any project that requires a special permit or site plan approval and results in a net increase of six or more housing units. Under these regulations affordable housing units are required as a condition of approval for a special permit, and the proportion of affordable units increases with the size of the project as follows:

- 15% affordable units in projects with 6 to 20 total units
- 20% affordable units in projects with 21 to 49 total units
- 25% affordable units in projects with 50 or more total units

As of the writing of this plan, no development projects have been subject to the Inclusionary Zoning requirements, but it is expected to apply to the anticipated redevelopment of the Medfield State Hospital campus.

WATER RESOURCE OVERLAY DISTRICTS

In addition to its base zoning districts, Medfield has several overlay districts related to the water resource protection. These overlay districts impose a few other limitations on residential development, namely:

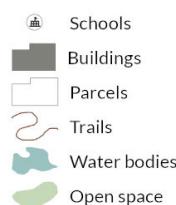
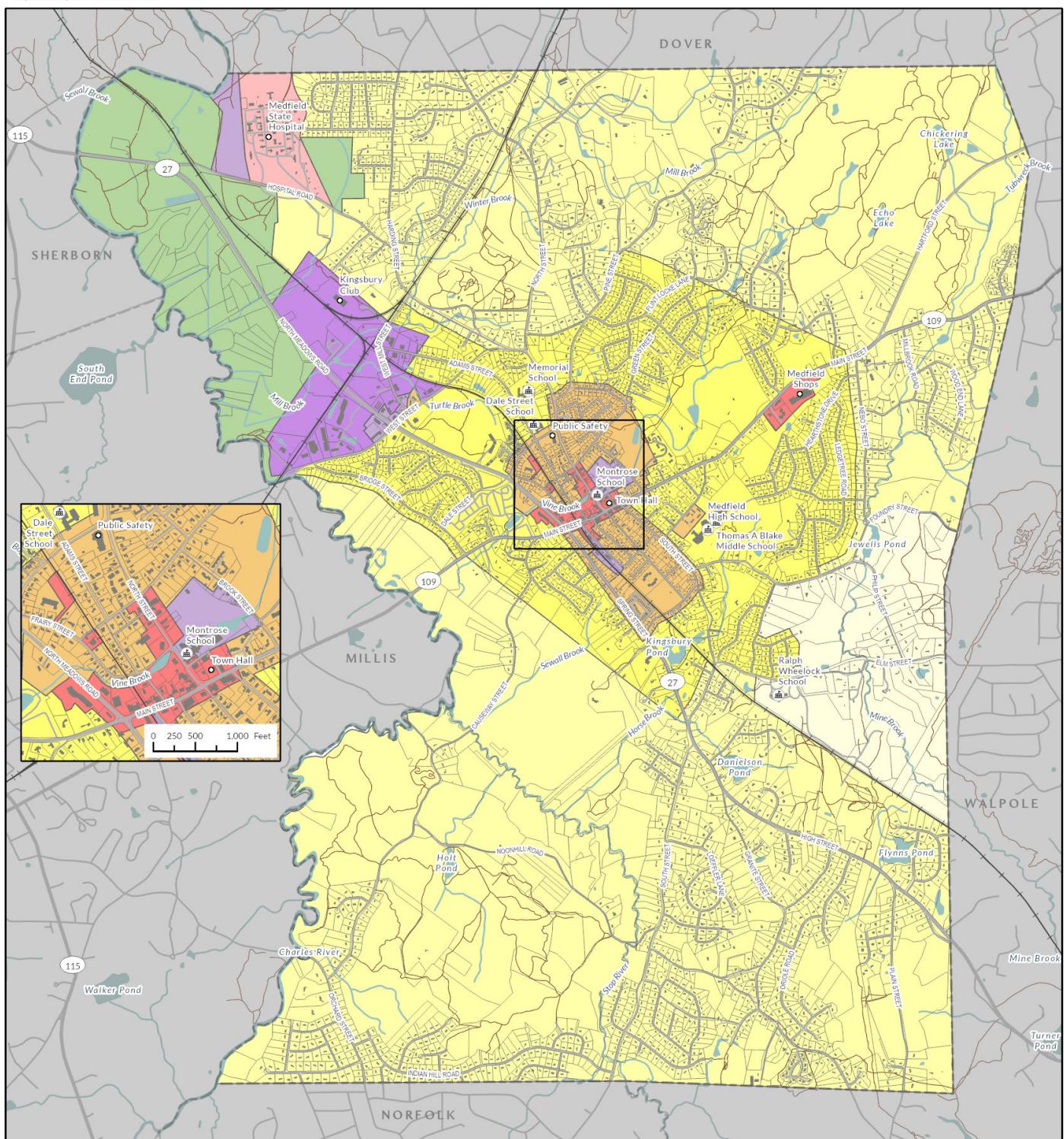
- Well Protection District (Zone 1): no construction within 400 ft. of public well, residential construction must be connected to Town sewer, and special permit required
- Primary Aquifer Zone: single family dwellings on 40,000 sq. ft. minimum lot, residential development must be connected to Town sewer
- Secondary Aquifer Zone (Zone 2): land use may not render impervious more than 15% or 2,500 sq. ft. (whichever greater) unless an artificial recharge system is approved
- Floodplain District: in flood zones A and AE, where no floodway has been designated, development may not increase flood levels in the community, and a special permit is required for any buildings or other structures, filling or excavation of earth, and creation of new ponds or changes in watercourses.

Maps of the current base zoning and overlay zoning districts are provided for reference on the following pages.

TOWN OF MEDFIELD - BASE ZONING

Prepared by JM Goldson LLC

J M GOLDSON



Base Zoning Districts

A - Agricultural

Base Zoning Districts

A - Agricultural

MSH - Medf

B - Business

BI - Business Industrial

IE - Industrial Extensive

RE - Residential Estate

RT - Residential Town

BS - Residential Suburban

BU - Residential Urban

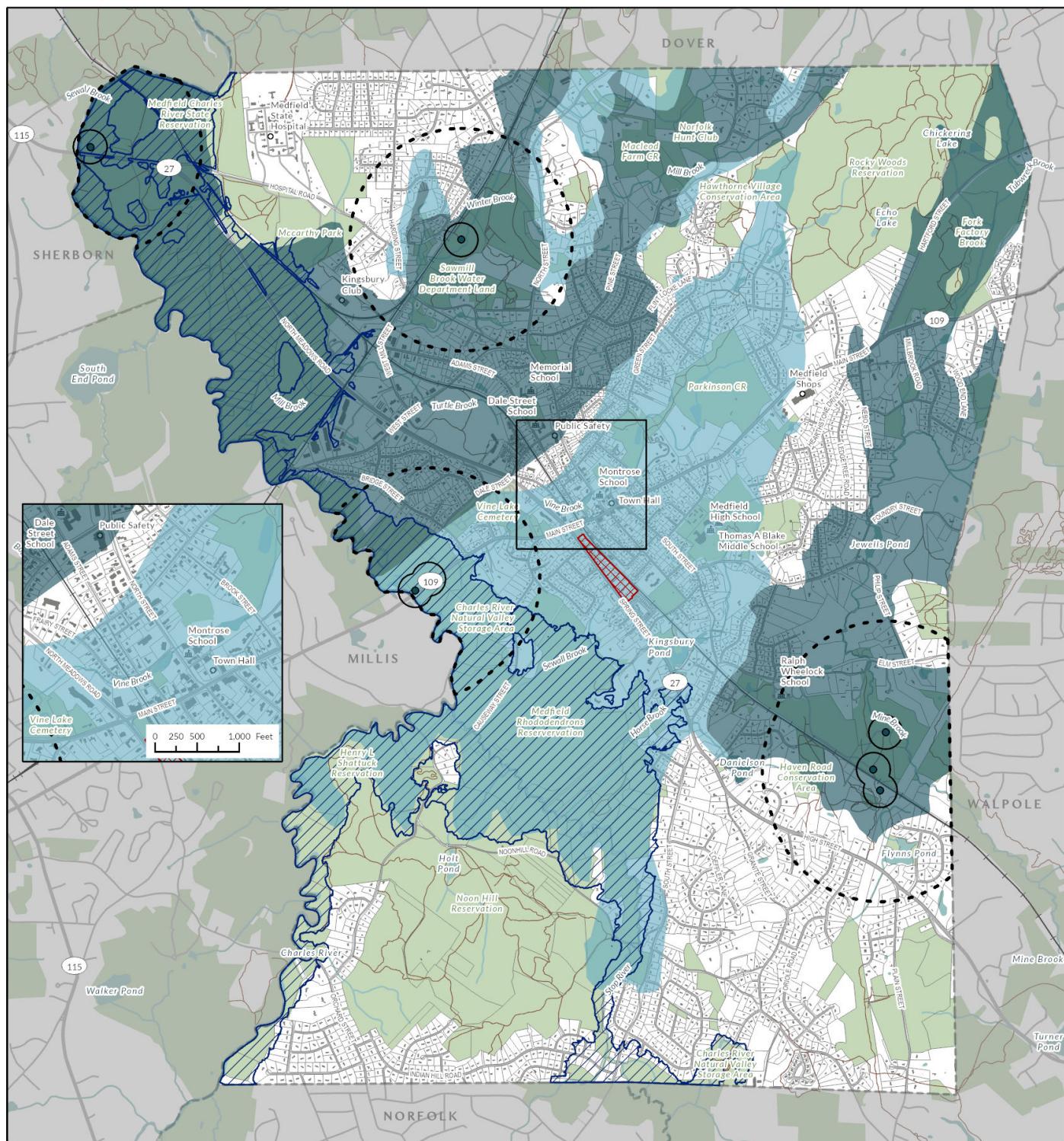
0 0.25 0.5 Miles

Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap

TOWN OF MEDFIELD - OVERLAY ZONING

Prepared by JM Goldson LLC

J M G O L D S O N



- Schools
- Buildings
- Parcels
- Trails
- Water bodies
- Open space

Overlay Zoning Districts

- Public wells
- Primary Aquifer Zone
- Secondary Aquifer Zone
- Well Protection District (2000 ft.)
- No Construction (400 ft.)
- Upper Spring Street Overlay
- Floodplain District

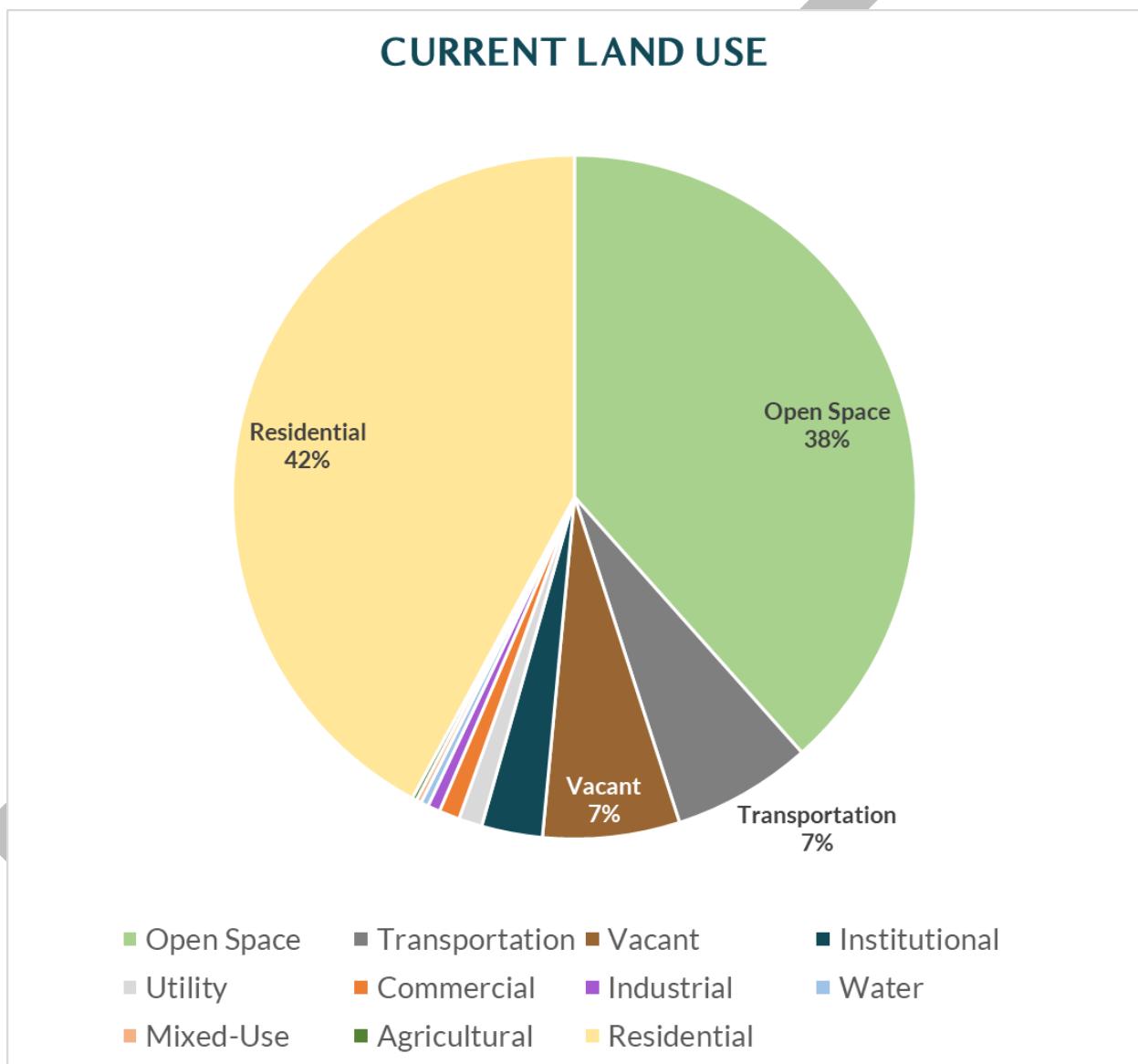
0 0.25 0.5 Miles



Sources: Town of Medfield, MassGIS, MassDEP, MAPC Trailmap

LAND USE

Current land use in Medfield is summarized in the graph below. About 42 percent of the parcels are residential, nearly all of which are single-family dwellings. Protected open space makes up the next largest proportion, with 38 percent of total land. Transportation (road and rail right-of-way) covers 7 percent of Medfield, and another 7 percent is vacant land. Most vacant land is town-owned, but has environmental constraints, primarily wetlands.



Note: categories are derived from assessor's land use codes and MassGIS open space data.

HISTORIC RESOURCE PROTECTION

Medfield has many historic resources, particularly concentrated around the State Hospital campus and the Town center. The Town's Historic Districts Bylaw defines the boundaries of the local historic districts, including:

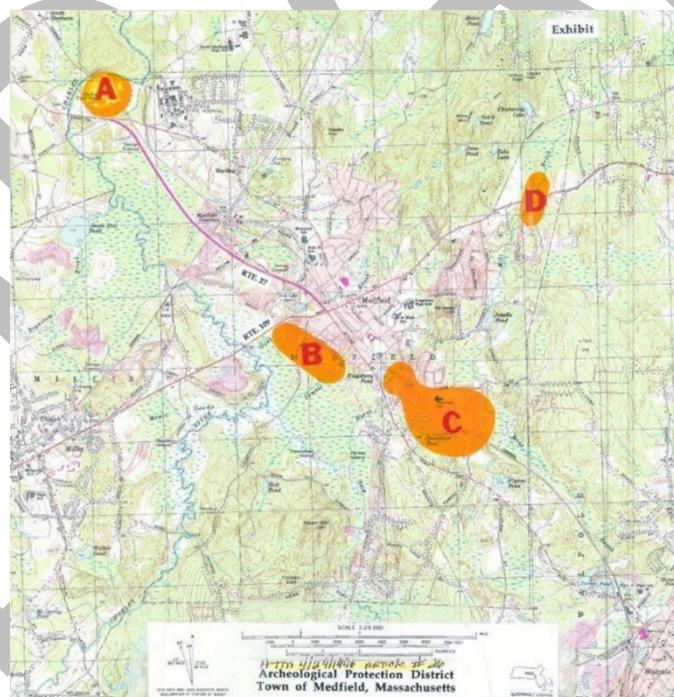
- John Metcalf Historic District
- Hospital Farm Historic District
- Clark-Kingsbury Farm Historic District
- Town Center Historic District

The Historic District Commission reviews submissions for proposed construction, demolition, and alteration of buildings within the local districts. Approval of the District Commission is required prior to issuance of a permit by the Building Inspector. The Commission has all the powers established under MGL C. 40C, as well as the ability to propose changes in historic district boundaries.

Additional historic sites and inventoried historic resource areas are highlighted on the map on the following page. The Vine Lake Cemetery also has a Preservation Restriction in place

DEMOLITION DELAY BYLAW

The Town of Medfield also has a Demolition Delay Bylaw, which applies to buildings, structures, and sites listed on the State Register or National Register of Historic Places, buildings constructed more than 50 years prior to the application date, as well as archaeological sites within the Archeological Protection District (see map below). If the Historic District Commission determines a building to be historically significant and that it would be preferable to preserve, no demolition permit may be issued for at least 18 months following the determination.⁴⁵



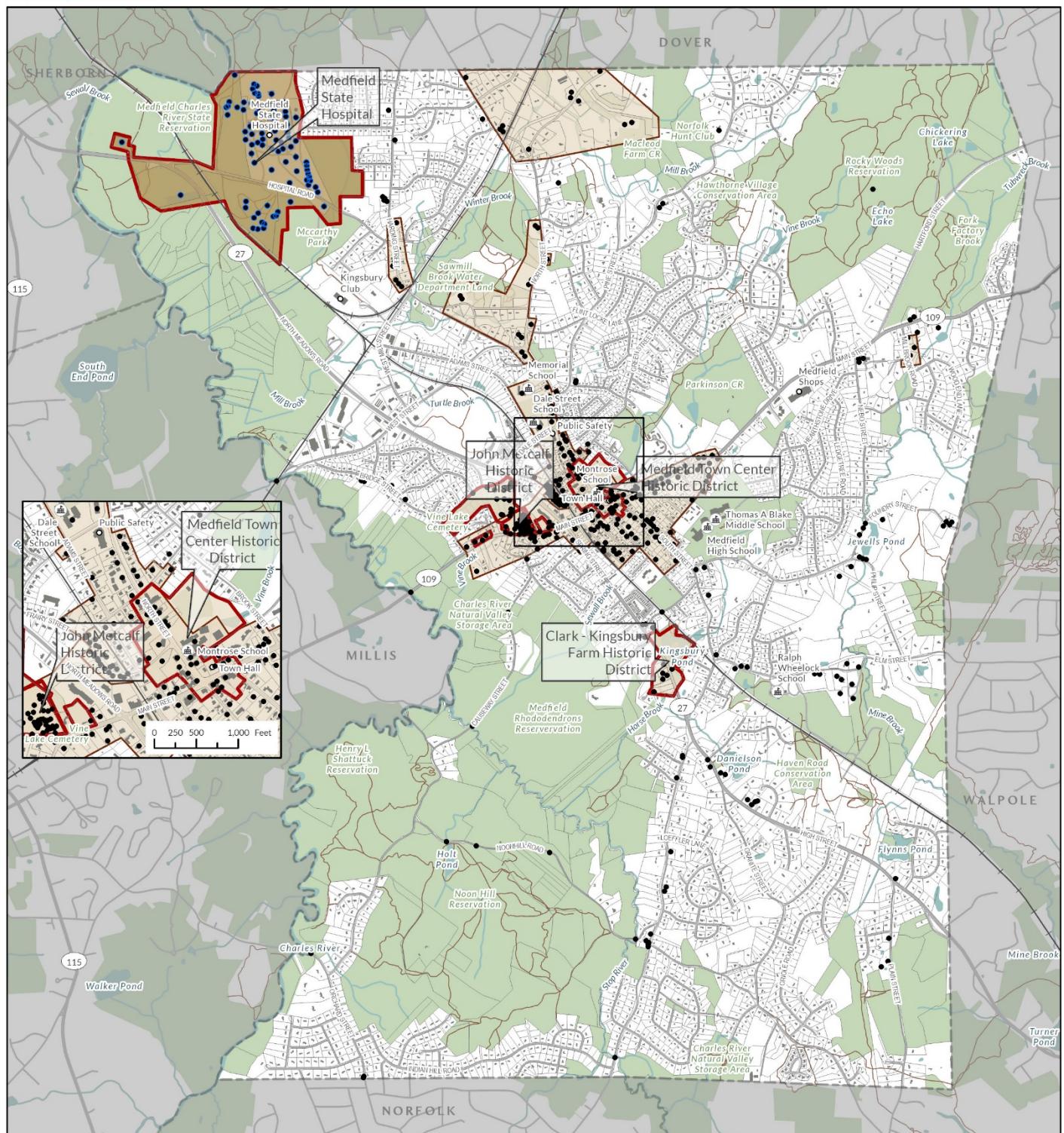
Medfield Archaeological Protection District

⁴⁵ Town of Medfield. *Historic Preservation Bylaws*. Accessed from: <https://ecode360.com/27373753>

TOWN OF MEDFIELD - HISTORIC RESOURCES

Prepared by JM Goldson LLC

J M G O L D S O N



-  Schools
-  Buildings
-  Parcels
-  Trails
-  Water bodies
-  Open space
-  National Register District Site
-  Historic Sites
-  Local Historic District
-  National Register District
-  Historic Area

Sources: Town of Medfield, MassGIS, MACRIS, MAPC Trailmap

N

0 0.25 0.5 Miles

A horizontal scale bar with tick marks at 0, 0.25, and 0.5 miles. The bar is divided into four equal segments by the tick marks, with the first segment from 0 to 0.25 and the last segment from 0.25 to 0.5.

CHAPTER 5: IMPLEMENTATION CAPACITY

This chapter describes local and regional capacity and resources for the implementation of affordable housing initiatives, including local and regional housing organizations and funds. The Town of Medfield has several organizations with a focus on supporting community housing, including local government entities and non-profit organizations, as well as regional agencies that facilitate housing initiatives. In addition to the Affordable Housing Trust, Medfield's Housing Authority works in collaboration with Ashland Housing and Millis Housing to provide senior housing and housing for people with disabilities.

KEY FINDINGS

- The Medfield Affordable Housing Trust, established in 2017, is a significant force in the creation and preservation of affordable housing in Medfield.
- The Medfield Council on Aging and the survey released to understand housing needs of senior residents are indicators that Medfield's aging population is being considered in the production of future affordable housing.
- There is opportunity for Medfield to work with nonprofit housing developers in the region to further the creation of affordable housing in the town.

LOCAL CAPACITY AND RESOURCES

MEDFIELD AFFORDABLE HOUSING TRUST

The Town of Medfield established the Medfield Affordable Housing Trust (MAHT) at the 2017 Annual Town Meeting. The purpose of the Trust is to provide for the creation of affordable and community housing for the benefit of low- and moderate-income households.

The MAHT is overseen by a Board of Trustees, comprised of seven voting members. The Trust is funded through a \$1M general bond approved at Town Meeting, as well as through the Inclusionary Zoning Bylaw's "payment-in-lieu" option.

The MAHT 2018-2020 action plan identified priority actions to support their efforts in increasing affordable housing, including the following:

- Facilitate successful applications for Local Initiative Projects
- Provide professional services to support the planning and administration of affordable housing, such as the preparation of Fair Housing Marketing Plans, administration of housing lotteries, feasibility studies, design, or other planning services to advance specific development projects.
- Provide funding to facilitate the creation or preservation of affordable housing units, for example:
- Provide support to overcome cost barriers for homeownership to income-qualified low/moderate and middle-income households.
- Expand capacity to support affordable housing development.

In 2018, the Medfield Affordable Housing Trust identified affordable housing projects that were anticipated to be added in the next five years.

MAHT ANTICIPATED AFFORDABLE HOUSING DEVELOPMENTS⁴⁶

Anticipated Projects	Tenure	Population Served	Total Units	Affordable Units	SHI Units	Status
71 North Street	Rental	All	8	2	8	Completed
80 North Meadows Road	Rental	All	16	4	16	Completed
Tilden Village Expansion	Rental	Senior/Disabled	35	35	35	Planning
41 Dale Street	Mixed	All	36	9	27	In Construction
Group Home #1	Rental	Disabled	5	5	5	Planning
American Legion (a.k.a. Aura)	TBD	All	56	14	56	In Construction
Group Home #2 (MSH)	Rental	Disabled	5	5	5	Planning
Hinkley Farm Property	Ownership	Senior	24	6	6	Planning
Medfield State Hospital Campus	TBD	TBD	334 (trinity proposal) 175 (Pulte proposal)	79	79	Planning

Since the MAHT identified these properties, the units at 71 North Street, 80 North Meadows Road, and 41 Dale Street have either been fully built or are in the pipeline. The project at Tilden Village was withdrawn from ZBA due to issues with original procurement, and at the time of writing the Medfield Housing Authority is close to releasing a new RFP for the development. As identified in the 2016 Housing Production Plan, the Medfield State Hospital campus is anticipated to provide 309 housing units.

⁴⁶ Medfield Affordable Housing Trust Action Plan, 2018, revised information provided by the Medfield Town Planner.



October 2016 Board of Selectmen Meeting regarding the 200-unit proposal on Dale Street



MEDFIELD HOUSING AUTHORITY

The Medfield Housing Authority operates under the provisions of Chapter 121B of the Massachusetts General Law and is responsible to the Department of Housing and Community Development (DHCD) for the management of Tilden Village, which is a complex containing 45 units of elderly/disabled housing.

MEDFIELD COUNCIL ON AGING

The Council on Aging (COA) provides a wide range of services targeted towards Medfield's aging population, including nursing services, health insurance counseling, financial counseling, veteran services, and more. Funds are raised for the COA by the Friends of Medfield Seniors (FOSI), which is a nonprofit organization. The COA also provides transportation to seniors for shopping and local medical appointments

MEDFIELD SENIOR HOUSING SURVEY

In 2016, the Medfield Senior Housing Committee developed a survey of senior households in town. This survey did not achieve enough responses to be statistically significant, so in 2018 the Medfield Board of Selectmen commissioned a second survey of 55+ households in town. The purpose of the survey was to give Medfield a clearer sense of the demand for senior housing, and the specifics of such housing including preferred location. 695 households replied to this survey to offer feedback to Medfield, helping the Town plan and act on its senior housing needs. Survey results conservatively estimated overall demand for senior housing of more than 400 units.

REGIONAL CAPACITY AND RESOURCES

NONPROFIT AFFORDABLE HOUSING DEVELOPERS

Compared with for-profit developers, public agencies and private non-profit housing organizations almost always provide a larger percentage of affordable units in their developments as well as more deeply affordable units. Access to a variety of housing subsidies is the key to high levels of affordability. Since the mid-1980s, private nonprofit housing developers and community development corporations (CDCs) have become the preferred recipients of most of these subsidies.

Several experienced, successful non-profit developers have begun seeking opportunities to develop affordable housing in suburban and rural towns. The South Shore Habitat for Humanity has developed homes in the region with support from Medfield community members and is seeking available land to build affordable units in Medfield.²⁷ Another nonprofit, East Boston-based Neighborhood of Affordable Housing, Inc. (NOAH) has recently partnered with local governments and small non-profits to create new low-income housing in Holliston, Webster, and Carlisle. The Community Builders (TCB) has partnered with small non-profits, too, as in Stow, where the Stow Affordable Housing Corporation was formed years ago to manage two low-income rental projects sponsored by TCB. South Middlesex Non-Profit Housing Corporation has developed family and transitional housing throughout the region, including a recent family housing development in West Boylston, as well as providing housing support and other services for low/moderate-income households. The Town should meet with some of these organizations and identify opportunities to collaborate.

OTHER REGIONAL ORGANIZATIONS

Several other non-profit and regional organizations provide resources that help Weston to address local housing needs, including:

- **Metropolitan Boston Housing Partnership** – administers Housing Choice Voucher Program (Section 8) and other rental voucher programs, provides programs to address homelessness, support tenants, and help prevent eviction and foreclosure.
- **Metropolitan Area Planning Council** – regional planning agency for the Greater Boston area, MAPC provides information, data, and planning assistance to 101 communities, including Medfield.



An affordable housing workshop held in April 2017

DRAFT

APPENDICES

MEDFIELD SUBSIDIZED HOUSING INVENTORY

DHCD AFFIRMATIVE FAIR HOUSING MARKETING GUIDELINES

INTERAGENCY BEDROOM MIX POLICY

COMPREHENSIVE PERMIT DENIAL AND APPEAL PROCEDURES

DRAFT

MEDFIELD SUBSIDIZED HOUSING INVENTORY

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Medfield

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
1890	Tilden Village	30 Pound Street	Rental	60	Perp	Yes	DHCD
1891	Allendale	Dale Street	Ownership	17	Perp	YES	DHCD
							DHCD
1892	The Village at Medfield	Turtle Brook Way	Ownership	6	Perp	YES	DHCD
							DHCD
1893	Wilkins Glen	Wilkins Glen Road	Rental	103	2042	YES	MassHousing
							DHCD
4360	DDS Group Homes	Confidential	Rental	5	N/A	No	DDS
9953	The Parc at Medfield	One Drive	Rental	92	Perp	YES	DHCD
10062	Country Estates	21, 25, & 29 Hospital Rd	Ownership	8	Perp	YES	MassHousing
10063	Cushman House aka Cushing House	67 North Street	Rental	8	Perp	YES	DHCD
10221	71 North Street	71 North Street	Rental	8	Perp	YES	DHCD
10222	Hillside Village	80 North Meadows Road	Rental	16	Perp	YES	DHCD
10290	Medfield Meadows	41 Dale St	Mix	27	Perp	YES	DHCD
10461	Aura at Medfield	50 Peter Kristof Way	Rental	56	Perp	YES	DHCD
Medfield Totals				406	Census 2010 Year Round Housing Units	4,220	
					Percent Subsidized	9.62%	

6/23/2021

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

Medfield
Page 1 of 1

DHCD AFFIRMATIVE FAIR HOUSING MARKETING GUIDELINES

The Commonwealth of Massachusetts has a compelling interest in creating fair and open access to affordable housing and promoting compliance with state and federal civil rights obligations. Therefore, all housing with state subsidy or housing for inclusion on the SHI shall have an Affirmative Fair Housing Marketing Plan. To that end, DHCD has prepared and published comprehensive guidelines that all agencies follow in resident selection for affordable housing units.

In particular, the local preference allowable categories are specified:

- *Current Residents*. A household in which one or more members is living in the city or town at the time of application. Documentation of residency should be provided, such as rent receipts, utility bills, street listing, or voter registration listing.
- *Municipal Employees*. Employees of the municipality, such as teachers, janitors, firefighters, police officers, librarians, or town hall employees.
- *Employees of Local Businesses*. Employees of businesses located in the municipality.
- *Households with Children*. Households with children attending the locality's schools.

These were revised on June 25, 2008, removing the formerly listed allowable preference category, "Family of Current Residents."

The full guidelines can be found here: <http://www.mass.gov/hed/docs/dhcd/hd/fair/afhmp.pdf>.

INTERAGENCY BEDROOM MIX POLICY

INTERAGENCY AGREEMENT

Regarding Housing Opportunities for Families with Children

This Interagency Agreement (this "Agreement") is entered into as of the 17th day of January, 2014 by and between the Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development ("DHCD"), the Massachusetts Housing Partnership Fund Board ("MHP"), the Massachusetts Housing Finance Agency (in its own right and in its capacity as Project Administrator designated by DHCD under the Guidelines for Housing Programs in Which Funding is Provided By Other Than a State Agency, "MassHousing"), the Massachusetts Development Finance Agency ("MassDevelopment") and the Community Economic Development Assistance Corporation ("CEDAC"). DHCD, MHP, MassHousing, MassDevelopment and CEDAC are each referred to herein as a "State Housing Agency" and collectively as the "State Housing Agencies".

Background

A. DHCD's 2013 Analysis of Impediments to Fair Housing Choice ("AI") includes action steps to improve housing opportunities for families, including families with children, the latter being a protected class pursuant to fair housing laws, including the federal Fair Housing Act, as amended (42 U.S.C. §§ 3601 *et seq.*) and Massachusetts General Laws Chapter 151B. In order to respond to development patterns in the Commonwealth that disparately impact and limit housing options for families with children, such steps include requiring a diversity of bedroom sizes in Affordable Production Developments that are not age-restricted and that are funded, assisted or approved by the State Housing Agencies to ensure that families with children are adequately served.

B. The State Housing Agencies have agreed to conduct their activities in accordance with the action steps set forth in the AI.

C. This Agreement sets forth certain agreements and commitments among the State Housing Agencies with respect to this effort.

Definitions

1) "Affordable" - For the purposes of this Agreement, the term "Affordable" shall mean that the development will have units that meet the eligibility requirements for inclusion on the Subsidized Housing Inventory ("SHI").

2) "Production Development" - For purposes of this Agreement "Production Development" is defined as new construction or adaptive reuse of a non-residential building and shall include rehabilitation projects if the property has been vacant for two (2) or more years or if the property has been condemned or made uninhabitable by fire or other casualty.



Agreements

NOW, THEREFORE, DHCD, MHP, MassHousing, MassDevelopment and CEDAC agree as follows:

Bedroom Mix Policy

1) Consistent with the AI, it is the intention of the State Housing Agencies that at least ten percent (10%) of the units in Affordable Production Developments funded, assisted or approved by a State Housing Agency shall have three (3) or more bedrooms except as provided herein. To the extent practicable, the three bedroom or larger units shall be distributed proportionately among affordable and market rate units.

2) The Bedroom Mix Policy shall be applied by the State Housing Agency that imposes the affordability restriction that complies with the requirements of the SHI.

3) The Bedroom Mix Policy shall not apply to Affordable Production Developments for age-restricted housing, assisted living, supportive housing for individuals, single room occupancy or other developments in which the policy is not appropriate for the intended residents. In addition, the Bedroom Mix Policy shall not apply to a Production Development where such units:

- (i) are in a location where there is insufficient market demand for such units, as determined in the reasonable discretion of the applicable State Housing Agency; or
- (ii) will render a development infeasible, as determined in the reasonable discretion of the applicable State Housing Agency.

4) Additionally, a State Housing Agency shall have the discretion to waive this policy (a) for small projects that have less than ten (10) units and (b) in limited instances when, in the applicable State Housing Agency's judgment, specific factors applicable to a project and considered in view of the regional need for family housing, make a waiver reasonable.

5) The Bedroom Mix Policy shall be applicable to all Production Developments provided a Subsidy as defined under 760 CMR 56.02 or otherwise subsidized, financed and/or overseen by a State Housing Agency under the M.G.L. Chapter 40B comprehensive permit rules for which a Chapter 40B Project Eligibility letter is issued on or after March 1, 2014. The policy shall be applicable to all other Affordable Production Developments funded, assisted, or approved by a State Housing Agency on or after May 1, 2014.



COMPREHENSIVE PERMIT DENIAL AND APPEAL PROCEDURES

(a) If a Board considers that, in connection with an Application, a denial of the permit or the imposition of conditions or requirements would be consistent with local needs on the grounds that the Statutory Minima defined at 760 CMR 56.03(3)(b or c) have been satisfied or that one or more of the grounds set forth in 760 CMR 56.03(1) have been met, it must do so according to the following procedures. Within 15 days of the opening of the local hearing for the Comprehensive Permit, the Board shall provide written notice to the Applicant, with a copy to the Department, that it considers that a denial of the permit or the imposition of conditions or requirements would be consistent with local needs, the grounds that it believes have been met, and the factual basis for that position, including any necessary supportive documentation. If the Applicant wishes to challenge the Board's assertion, it must do so by providing written notice to the Department, with a copy to the Board, within 15 days of its receipt of the Board's notice, including any documentation to support its position. The Department shall thereupon review the materials provided by both parties and issue a decision within 30 days of its receipt of all materials. The Board shall have the burden of proving satisfaction of the grounds for asserting that a denial or approval with conditions would be consistent with local needs, provided, however, that any failure of the Department to issue a timely decision shall be deemed a determination in favor of the municipality. This procedure shall toll the requirement to terminate the hearing within 180 days.

(b) For purposes of this subsection 760 CMR 56.03(8), the total number of SHI Eligible Housing units in a municipality as of the date of a Project's application shall be deemed to include those in any prior Project for which a Comprehensive Permit had been issued by the Board or by the Committee, and which was at the time of the application for the second Project subject to legal appeal by a party other than the Board, subject however to the time limit for counting such units set forth at 760 CMR 56.03(2)(c).

(c) If either the Board or the Applicant wishes to appeal a decision issued by the Department pursuant to 760 CMR 56.03(8)(a), including one resulting from failure of the Department to issue a timely decision, that party shall file an interlocutory appeal with the Committee on an expedited basis, pursuant to 760 CMR 56.05(9)(c) and 56.06(7)(e)(11), within 20 days of its receipt of the decision, with a copy to the other party and to the Department. The Board's hearing of the Project shall thereupon be stayed until the conclusion of the appeal, at which time the Board's hearing shall proceed in accordance with 760 CMR 56.05. Any appeal to the courts of the Committee's ruling shall not be taken until after the Board has completed its hearing and the Committee has rendered a decision on any subsequent appeal.

Source: DHCD Comprehensive Permit Regulations, 760 CMR 56.03(8).

Memorandum



To: Board of Selectmen

From: Sarah Raposa, Town Planner
(based on 3A Memo submitted to the Medway Board of Selectmen drafted by Barbara Saint Andre, Director of Community Development, Medway)

Date: February 1, 2022

Re: Draft Compliance Guidelines for Housing Choice Multi-family Housing

I. Overview and Deadlines

Section 18 of chapter 358 of the Acts of 2020 added a new section 3A to chapter 40A of the General Laws (the Zoning Act). On December 15, 2021, the Department of Housing and Community Development (DHCD) issued “DRAFT Compliance Guidelines for Multi-family Districts Under Section 3A of the Zoning Act.”.

Section 3A requires each MBTA community, which includes Medfield, to provide at least one zoning district of “reasonable size” that allows multi-family housing by right, and complies with certain other requirements, including a minimum gross density of 15 units per acre. If the Town does not comply, the Town will not be eligible for Housing Choice, Local Capital Projects Fund, or MassWorks grants.

In 2021, the Town received a grant from the Housing Choice grant program in the amount of \$160,500 to fund the redesign of the intersection at West Street and 27 (North Meadows Road). To date, the Town has never applied for nor received a MassWorks grant.

DHCD is accepting comments on the Draft Guidelines until **March 31, 2022**. While the Draft Guidelines are under review, we must take the following steps to remain in compliance with chapter 40A, §3A and be eligible for funding under the three programs listed above:

- Hold a briefing of the Select Board on the Draft Guidelines no later than **May 2, 2022**; and
- Submit the MBTA Community Information Form by **May 2, 2022**.

An MBTA community may receive a determination of interim compliance for a limited duration to allow time to enact a new multi-family district or to amend an existing district in order to achieve full compliance. To remain in interim compliance, we must do one of the following no later than **December 31, 2022**:

- If we believe we have a multi-family district that complies, submit a complete request for determination of compliance; or
- If there is no existing multi-family district that fully complies with these guidelines we must notify DHCD, and submit a proposed action plan as provided for in the Draft Guidelines.

If we do not have a multi-family district of reasonable size, we must take affirmative steps towards the creation of a compliant multi-family district within a reasonable time. DHCD will approve action plans by July 1, 2023. Action plans must include a date by which the community will adopt zoning that fully complies, which must occur prior to December 31, 2024. DHCD will issue a determination of full compliance within 90 days after the adoption of the zoning amendment. A determination of compliance shall have a term of 10 years.

II. Requirements for Compliance

Under the Draft Guidelines, a “reasonable size” is defined as 50 acres. With the required density of 15 units per acre, this means that the minimum multi-family district unit capacity requirement for Medfield is 750 multi-family units according to the Draft Guidelines.

According to the Draft Guidelines, a multi-family zoning district must comply with the following in order to be in compliance:

- Multi-family housing must be allowed as of right, meaning that no discretionary permit, such as a special permit, is required. Site plan review may be required, but cannot be used to deny a project, or impose conditions that make multi-family housing impractical.
- A multi-family district must be of “reasonable size”, defined as at least 50 acres, and meet the minimum multi-family district capacity. We will need to estimate how many units could be constructed on each parcel of developable land within the district, based on factors such as the developable land, zoning requirements including height and setback limits, wetlands, the availability of town water and sewer, and other development restrictions. DHCD may provide assistance with how to complete this calculation.
- The multi-family district may be an overlay district, and may include more than one area, but at least one portion of the overlay district must include at least 25 contiguous acres of land, and no portion of the district that is less than 5 acres will be counted toward the minimum 50 acre requirement.
- The multi-family district must be without age restrictions and may not place restrictions on the size of the units, the number or size of bedrooms, or the number of occupants.
- Because Medfield does not have land within .5 miles of a transit station, the multi-family district should, if feasible, be located in an area with reasonable access to a transit station, or consistent with the state’s sustainable development principles, such as near a downtown or village center.

There are detailed provisions in the Draft Guidelines for submitting information to DHCD on the multi-family housing district once it has been enacted, in order to obtain a determination that the Town is in compliance. As noted above, if we feel that we will not be able to enact compliant zoning by the end of 2022, we can submit an action plan and timeline to DHCD and request that the Town be found to be in interim compliance. Again, there are detailed provisions in the Draft Guidelines as to what is needed for an action plan.

III. Potential Areas to Provide Comments to DHCD

Given the potential impact of the requirements in the Draft Guidelines on Medfield, it is suggested that the Town should take advantage of the opportunity to provide comments on the Draft Guidelines. The Board of Selectmen and Planning Board should consider reaching out to other towns in the area that will also be impacted by these requirements, and exploring the possibility of joining with other towns to submit joint comments. Please note that the required minimum density of 15 units per acre is imposed by the legislation, so that cannot be changed by DHCD in the guidelines. There are, however, a number of provisions in the Draft Guidelines that warrant a response, such as:

- The definition of “reasonable size” as requiring a minimum of 50 acres of land
- The requirements for determining the amount of developable land in the district
- Consideration of the impacts on infrastructure, including public water and sewer capacity and facilities; public ways; stormwater management; emergency services; groundwater and wetlands; and other public facilities
- There is no definition of “sustainable development principles”, although communities not located within .5 miles of a transit station are expected to comply with this term
- The statement that DHCD may, in its discretion, take noncompliance into account for other discretionary grant awards in order to have clarity of what the impact of noncompliance would be
- Clarification on the impact on compliance, if the Town submits a zoning amendment to Town Meeting, but Town Meeting voters do not approve it
- Other items that may be brought forward through discussions and additional information from DHCD

Local Density

40B Affordable Housing Development	Address	Year Permitted	Lot Size	# of Units	Density (units per acre)
Tilden Village	30 Pound Street	1974	6.77 ac	60	8.86
Wilkins Glen	Wilkins Glen Road	1974 (2012 rehab)	14.91 ac	102	6.84
Allendale	off Dale	1991	3.2 ac	17	5.31

Turtle Brook	off Dale	1999	5.9	17	2.88
The Parc	off West	2012	9.22	92	9.98
Chapel Hill Landing	off Hospital	2017	7.34 ac	49	6.68
67 North Street	67 North Street	2017	0.36 ac	8	22
71 North Street	71 North Street	2018	0.33 ac	8	24
Hillside Village	80 North Meadows	2018	1.59 ac	16	10.06
Medfield Meadows	Hennery Way	2019	2.92 ac	36	12.33
Aura	50 Peter Kristoff Way	2020	4.49 ac	56	12.47
Apartment Buildings					
Apt Building	121 North Street	1979	1.8 ac	23	12.77
Apt Building	59 Frairy Street	1977	3.17 ac	42	13.25
Apt Building	18 Frairy Street	1964	0.24 ac	6	25
Apt Building	11 Upham Road	1964	0.29 ac	6	20.69
Apt Building	9 Upham Road	1964	0.38 ac	6	15.79
Condo Complexes					
Medfield Gardens	89-91 Pleasant Street	1972	6.3 ac	96	15.24
Old Village Square	Maple Street	2007	6.63 ac	42	6.33
Medfield Crossing Condos	425-435 Main Street	1988	2.66 ac	20	7.52
Prentiss Place	off North Street	1988	3.46 ac	24	6.94
Camden Place Condos	140 North Street	1999	2.05 ac	5	2.44
Glover Place	off North Street	2015	1.56 ac	9	5.77
Woodland Condos	73 Spring Street	1985	1.6 ac	7	4.38
Maple Brook Condos	58 Spring Street	1982	2.32 ac	11	4.74
Thurston Place	Brook Street	2010	1.97 ac	9	4.57
West Street Condos	55 West Street	1985	2.09 ac	14	6.7
OSRD					
The Meadows	Tubwreck Drive	1988	23.15 ac	22	0.95
Castle Hill Estates	Deerfield Drive Ext.	1986	9.26 ac	4	0.43
Bridlefield Lane	off Granite	1999	15.69 ac	17	1.08
Hawthorne Village	Hawthorne	1992	62 ac	30	.48

Reference Documents

1. Multi-Family Zoning Requirement for MBTA Communities page of the Executive Office of Housing and Economic Development
<https://www.mass.gov/info-details/multi-family-zoning-requirement-for-mbta-communities>
2. MBTA Communities FAQs
https://www.mhp.net/writable/resources/documents/MBTACommunitiesFAQ-FINAL_01-11-22.pdf
3. MBTA Community Information Form
<https://www.mass.gov/doc/mbta-community-information-form-pdf/download>
4. MBTA Communities: How to Comply in 2022
<https://www.mass.gov/doc/how-to-comply-in-2022/download>
5. MBTA Communities Compliance Deadlines outlined by MHP
<https://www.mhp.net/writable/resources/documents/MBTA-Communities-Compliance-Timeline.pdf>
6. Technical Assistance Massachusetts Housing Partnership
<https://www.mhp.net/community/complete-neighborhoods-initiative>

Links to Webinars

1. Webinar on New Multifamily Zoning for MBTA Communities, January 12, 2022
<https://www.youtube.com/watch?v=o6KRsKI9j5s>
2. Overview of Draft Zoning Rules for MBTA Communities MMA Annual Meeting Workshop, February 2, 2022
<https://www.mma.org/annual-meeting/workshops/overview-of-draft-zoning-rules-for-mbta-communities-webinar/>

Municipality	MBTA Community Type	2020 Housing Units (Census PL-94)	Minimum multifamily district unit capacity requirement
Abington	commuter rail	6,811	1,022
Acton	commuter rail	9,219	1,383
Amesbury	MBTA adjacent	7,889	789
Andover	commuter rail	13,541	2,031
Arlington	subway or light rail	20,461	5,115
Ashburnham	MBTA adjacent	2,730	750
Ashby	MBTA adjacent	1,243	750
Ashland	commuter rail	7,495	1,124
Attleboro	commuter rail	19,097	2,865
Auburn	MBTA adjacent	6,999	750
Ayer	commuter rail	3,807	750
Bedford	bus	5,444	1,089
Bellingham	MBTA adjacent	6,749	750
Belmont	bus	10,882	2,176
Berkley	MBTA adjacent	2,360	750
Beverly	bus	17,887	3,577
Billerica	bus	15,485	3,097
Bourne	MBTA adjacent	11,140	1,114
Boxborough	MBTA adjacent	2,362	750
Boxford	MBTA adjacent	2,818	750
Braintree	subway or light rail	15,077	3,769
Bridgewater	commuter rail	9,342	1,401
Brockton	bus	37,304	7,461
Brookline	subway or light rail	27,961	6,990
Burlington	bus	10,431	2,086
Cambridge	subway or light rail	53,907	13,477
Canton	bus	9,930	1,986
Carlisle	MBTA adjacent	1,897	750
Carver	MBTA adjacent	4,701	750
Chelmsford	MBTA adjacent	14,769	1,477
Chelsea	subway or light rail	14,554	3,639
Cohasset	commuter rail	3,341	750
Concord	commuter rail	7,295	1,094
Danvers	bus	11,763	2,353
Dedham	bus	10,459	2,092
Dover	MBTA adjacent	2,046	750
Dracut	MBTA adjacent	12,325	1,233
Duxbury	MBTA adjacent	6,274	750
East Bridgewater	MBTA adjacent	5,211	750
Easton	MBTA adjacent	9,132	913
Essex	MBTA adjacent	1,662	750
Everett	subway or light rail	18,208	4,552
Fitchburg	commuter rail	17,452	2,618
Foxborough	MBTA adjacent	7,682	768
Framingham	commuter rail	29,033	4,355

Municipality	MBTA Community Type	2020 Housing Units (Census PL-94)	Minimum multifamily district unit capacity requirement
Franklin	commuter rail	12,551	1,883
Freetown	MBTA adjacent	3,485	750
Georgetown	MBTA adjacent	3,159	750
Gloucester	commuter rail	15,133	2,270
Grafton	commuter rail	7,760	1,164
Groton	MBTA adjacent	4,153	750
Groveland	MBTA adjacent	2,596	750
Halifax	commuter rail	3,107	750
Hamilton	commuter rail	2,925	750
Hanover	MBTA adjacent	5,268	750
Hanson	commuter rail	3,960	750
Harvard	MBTA adjacent	2,251	750
Haverhill	commuter rail	27,927	4,189
Hingham	bus	9,930	1,986
Holbrook	bus	4,414	883
Holden	MBTA adjacent	7,439	750
Holliston	MBTA adjacent	5,562	750
Hopkinton	commuter rail	6,645	997
Hull	bus	5,856	1,171
Ipswich	commuter rail	6,476	971
Kingston	commuter rail	5,364	805
Lakeville	commuter rail	4,624	750
Lancaster	MBTA adjacent	2,788	750
Lawrence	commuter rail	30,008	4,501
Leicester	MBTA adjacent	4,371	750
Leominster	commuter rail	18,732	2,810
Lexington	bus	12,310	2,462
Lincoln	bus	2,771	750
Littleton	commuter rail	3,889	750
Lowell	commuter rail	43,482	6,522
Lunenburg	MBTA adjacent	4,805	750
Lynn	bus	36,782	7,356
Lynnfield	MBTA adjacent	4,773	750
Malden	subway or light rail	27,721	6,930
Manchester	commuter rail	2,433	750
Mansfield	commuter rail	9,282	1,392
Marblehead	bus	8,965	1,793
Marlborough	MBTA adjacent	17,547	1,755
Marshfield	MBTA adjacent	11,575	1,158
Maynard	MBTA adjacent	4,741	750
Medfield	MBTA adjacent	4,450	750
Medford	subway or light rail	25,770	6,443
Medway	MBTA adjacent	4,826	750
Melrose	subway or light rail	12,614	3,154
Merrimac	MBTA adjacent	2,761	750

Municipality	MBTA Community Type	2020 Housing Units (Census PL-94)	Minimum multifamily district unit capacity requirement
Methuen	MBTA adjacent	20,194	2,019
Middleborough	commuter rail	9,808	1,471
Middleton	MBTA adjacent	3,359	750
Millbury	MBTA adjacent	5,987	750
Millis	MBTA adjacent	3,412	750
Milton	subway or light rail	9,844	2,461
Nahant	bus	1,680	750
Natick	commuter rail	15,680	2,352
Needham	bus	11,891	2,378
Newbury	commuter rail	3,072	750
Newburyport	commuter rail	8,615	1,292
Newton	subway or light rail	33,320	8,330
Norfolk	commuter rail	3,601	750
North Andover	commuter rail	11,914	1,787
North Attleborough	MBTA adjacent	12,551	1,255
North Reading	MBTA adjacent	5,875	750
Northborough	MBTA adjacent	5,897	750
Northbridge	MBTA adjacent	6,691	750
Norton	MBTA adjacent	6,971	750
Norwell	MBTA adjacent	3,805	750
Norwood	bus	13,634	2,727
Paxton	MBTA adjacent	1,689	750
Peabody	bus	23,191	4,638
Pembroke	MBTA adjacent	7,007	750
Plymouth	commuter rail	28,074	4,211
Plympton	MBTA adjacent	1,068	750
Princeton	MBTA adjacent	1,383	750
Quincy	subway or light rail	47,009	11,752
Randolph	bus	12,901	2,580
Raynham	MBTA adjacent	5,749	750
Reading	bus	9,952	1,990
Rehoboth	MBTA adjacent	4,611	750
Revere	subway or light rail	24,539	6,135
Rochester	MBTA adjacent	2,105	750
Rockland	MBTA adjacent	7,263	750
Rockport	commuter rail	4,380	750
Rowley	commuter rail	2,405	750
Salem	bus	20,349	4,070
Salisbury	MBTA adjacent	5,305	750
Saugus	bus	11,303	2,261
Scituate	commuter rail	8,260	1,239
Seekonk	MBTA adjacent	6,057	750
Sharon	commuter rail	6,581	987
Sherborn	MBTA adjacent	1,562	750
Shirley	commuter rail	2,599	750

Municipality	MBTA Community Type	2020 Housing Units (Census PL-94)	Minimum multifamily district unit capacity requirement
Shrewsbury	commuter rail	14,966	2,245
Somerville	subway or light rail	36,269	9,067
Southborough	commuter rail	3,763	750
Sterling	MBTA adjacent	3,117	750
Stoneham	bus	10,159	2,032
Stoughton	commuter rail	11,739	1,761
Stow	MBTA adjacent	2,770	750
Sudbury	MBTA adjacent	6,556	750
Sutton	MBTA adjacent	3,612	750
Swampscott	bus	6,362	1,272
Taunton	MBTA adjacent	24,965	2,497
Tewksbury	MBTA adjacent	12,139	1,214
Topsfield	MBTA adjacent	2,358	750
Townsend	MBTA adjacent	3,566	750
Tyngsborough	MBTA adjacent	4,669	750
Upton	MBTA adjacent	2,995	750
Wakefield	bus	11,305	2,261
Walpole	bus	10,042	2,008
Waltham	bus	26,545	5,309
Wareham	MBTA adjacent	12,967	1,297
Watertown	bus	17,010	3,402
Wayland	MBTA adjacent	5,296	750
Wellesley	subway or light rail	9,282	2,321
Wenham	commuter rail	1,460	750
West Boylston	MBTA adjacent	3,052	750
West Bridgewater	MBTA adjacent	2,898	750
West Newbury	MBTA adjacent	1,740	750
Westborough	commuter rail	8,334	1,250
Westford	MBTA adjacent	9,237	924
Westminster	commuter rail	3,301	750
Weston	subway or light rail	4,043	1,011
Westwood	bus	5,801	1,160
Weymouth	bus	25,419	5,084
Whitman	commuter rail	5,984	898
Wilmington	bus	8,320	1,664
Winchester	bus	8,135	1,627
Winthrop	subway or light rail	8,821	2,205
Woburn	bus	17,540	3,508
Worcester	commuter rail	84,281	12,642
Wrentham	MBTA adjacent	4,620	750



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MIKE KENNEALY
SECRETARY

December 15, 2021

Dear Local Officials in MBTA Communities:

On January 14, 2021, Governor Baker signed an omnibus economic development package into law, which is now known as Chapter 358 of the Acts of 2020. Notably, this bill included the *Housing Choice* zoning reforms to better enable municipalities to adopt certain zoning measures that promote housing by a simple majority vote. It took a multi-year effort to get this much needed reform across the finish line. It is rooted in a simple principle: where there is majority consensus in communities around increasing housing production, a minority of voters should not be able to block zoning reform. We continue to be encouraged by local leadership around the Commonwealth of Massachusetts that are leveraging this tool to approve housing supportive zoning and development.

The same bill also included a new multi-family zoning requirement for MBTA communities. When the Governor signed this provision, he made clear that the Administration intends to take a thoughtful approach in developing compliance criteria in accordance with the new law. Today, we present draft guidelines and other relevant documents to the 175 MBTA communities affected by this new law. You are receiving this communication because you represent one of those communities.

New Section 3A of Massachusetts General Laws Chapter 40A provides the following:

Section 3A. (a)(1) An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.

(b) An MBTA community that fails to comply with this section shall not be eligible for funds from: (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2EEE

of chapter 29; or (iii) the MassWorks infrastructure program established in section 63 of chapter 23A.

(c) The department, in consultation with the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, shall promulgate guidelines to determine if an MBTA community is in compliance with this section.

The Department of Housing and Community Development (DHCD) issued preliminary guidance on January 29, 2021, which provided that all MBTA communities will be deemed to be in compliance until more specific guidelines are developed and made available to affected MBTA communities. Since then, the Executive Office of Housing and Economic Development (EOHED) and DHCD engaged in discussions with stakeholders to inform the compliance guidelines the law requires us to issue. This included an interagency work group consisting of staff from EOHED, DHCD, MassDOT, MassHousing, Mass Housing Partnership (MHP), and MassDevelopment. EOHED and DHCD also worked closely with MHP's Center for Housing Data to incorporate data analysis that informed the compliance framework. We are pleased to be able to share with you today DHCD's draft guidelines for public comment and review.

Consistent with how this Administration has approached other issues, the draft guidelines do not take a one size fits all approach. Because of the diversity of MBTA communities, a multi-family district that is reasonable in one city or town may not be reasonable in another city or town. The draft guidelines propose that a zoning district of "reasonable size" will be determined by the type of public transit service in each community.

It is important to remember that this law is all about **zoning**—the rules that establish what can be built, and where—and not the permitting of individual projects or the production of actual housing units. Over time, the zoning changes adopted at the local level as a result of this law will enhance landowners' opportunities to develop multifamily housing that will serve the needs of communities. The immediate impact of this law, and the implementing guidelines, is to establish a clear set of rules with which municipalities must comply to preserve eligibility for certain types of state funding.

We recognize that this new requirement will require adjustments for your community, and we are ready to provide answers to your questions. Through a suite of technical assistance resources, our offices and MHP are eager to be a partner with you as you work through this process.

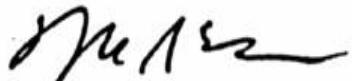
Please know, final guidelines will be issued once DHCD has an opportunity to solicit, deliberate on, and respond to comments from MBTA communities and other interested stakeholders. The draft guidelines may be modified as appropriate based on this additional public input. We intend to spend the next few months focused on this aspect of the work. We want to provide detailed information to all of you on what we have proposed today and we want to get your thoughts and reactions.

We think this can be another tool in our larger effort to confront the state's housing crisis. This new requirement will complement existing efforts to encourage transit-oriented housing development. By allowing multifamily housing near transit, we can create new housing in walkable neighborhoods closer to transit, which is not just good housing policy, it is good climate and transportation policy, too. It is important that Massachusetts continue to leverage housing best practices to meet the state's housing needs and this new requirement does that by setting the table for more housing near transit centers.

We want to call out a near term assignment for any MBTA community that wishes to participate in two grant programs that are part of the upcoming 2022 Community One Stop for Growth. It is no coincidence that we are releasing this on the same day as we open the Expression of Interest (EOI) for prospective One Stop applicants that want to discuss priority projects with us ahead of the next cycle. By way of background, the law provides that a noncompliant MBTA community will not be eligible for funds from the following grant programs: (i) the Housing Choice Initiative; (ii) the Local Capital Projects Fund; or (iii) the MassWorks Infrastructure Program. In order to be eligible for the upcoming grant cycle, MBTA communities must complete the “MBTA Community Information Form” by May 2, 2022. Communities that satisfactorily complete this straightforward online form will be deemed compliant for 2022 while we work on ironing out final compliance criteria guidelines.

We encourage you to visit mass.gov/mbtacommunities for the draft guidelines and all relevant information and updates, including the technical assistance referenced above.

Sincerely,



Mike Kennealy
EOHED Secretary



Jennifer D. Maddox
DHCD Undersecretary

MBTA Multi-Family Districts Language within Chapter 358 of the Acts of 2020

SECTION 18. Said chapter 40A is hereby further amended by inserting after section 3 the following section:-

Section 3A. (a)(1) An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.

(b) An MBTA community that fails to comply with this section shall not be eligible for funds from: (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2EEEE of chapter 29; or (iii) the MassWorks infrastructure program established in section 63 of chapter 23A.

(c) The department, in consultation with the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, shall promulgate guidelines to determine if an MBTA community is in compliance with this section.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**
Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

**DRAFT Compliance Guidelines for Multi-family Districts
Under Section 3A of the Zoning Act**

1. Overview of Section 3A of the Zoning Act

Section 18 of chapter 358 of the Acts of 2020 added a new section 3A to chapter 40A of the General Laws (the Zoning Act) applicable to MBTA communities (referred to herein as “Section 3A”). Subsection (a) of Section 3A provides:

An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.

The purpose of Section 3A is to encourage MBTA communities to adopt zoning districts where multi-family zoning is permitted as of right, and that meet other requirements set forth in the statute.

The Department of Housing and Community Development, in consultation with the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, is required to promulgate guidelines to determine if an MBTA community is in compliance with Section 3A. DHCD promulgated preliminary guidance on January 29, 2021. DHCD updated that preliminary guidance on December 15, 2021. These guidelines provide further information on how MBTA communities may achieve compliance with Section 3A.

2. Definitions

“Adjacent community” means an MBTA community with no transit station within its border or within 0.5 mile of its border.

“Age-restricted housing” means any housing unit encumbered by a title restriction requiring occupancy by at least one person age 55 or older.

“Bus service community” means an MBTA community with a bus station within its borders or within 0.5 miles of its border, or an MBTA bus stop within its borders, and no subway station or commuter rail station within its border, or within 0.5 mile of its border.

“Bus station” means a building located at the intersection of two or more public bus lines, within which services are available to bus passengers; provided that a bus station does not include a shelter or other structure without walls and a foundation.

“Chief executive officer” means the mayor in a city, and the board of selectmen in a town, unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

“Commonwealth’s sustainable development principles” means the principles set forth at <https://www.mass.gov/files/documents/2017/11/01/sustainable%20development%20principles.pdf> as such principles may be modified and updated from time to time.

“Commuter rail community” means an MBTA community with a commuter rail station within its borders, or within 0.5 mile of its border, and no subway station within its borders, or within 0.5 mile of its border.

“Developable land” means land on which multi-family housing units have been or can be permitted and constructed. Developable land shall not include land under water, wetland resource areas, areas lacking adequate water or wastewater infrastructure or capacity, publicly owned land that is dedicated to existing public uses, or privately owned land encumbered by any kind of use restriction that prohibits residential use.

“Gross density” means a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial, and other nonresidential uses.

“Housing suitable for families” means housing comprised of residential dwelling units that are not age-restricted housing, and for which there are no legal restriction on the number of bedrooms, the size of bedrooms, or the number of occupants.

“MBTA community” means a city or town that is: (i) one of the 51 cities and towns as defined in section 1 of chapter 161A; (ii) one of the 14 cities and towns as defined in said section 1 of said chapter 161A; (iii) other served communities as defined in said section 1 of said chapter 161A; or (iv) a municipality that has been added to the Massachusetts Bay Transportation Authority under section 6 of chapter 161A or in accordance with any special law relative to the area constituting the authority.” A list of MBTA communities is attached, including the designation of each MBTA community as a rapid transit community, a bus service community, a commuter rail community or an adjacent community for purposes of these compliance guidelines.

“Multi-family housing” means a building with 3 or more residential dwelling units or 2 or more buildings on the same lot with more than 1 residential dwelling unit in each building.

“Multi-family district” means a zoning district, including an overlay district, in which multi-family uses are allowed by right.

“Rapid transit community” means an MBTA community with a subway station within its borders, or within 0.5 mile of its border. An MBTA community with a subway station within its borders, or within 0.5 mile of its border, shall be deemed to be a rapid transit community even if there is one or more commuter rail stations or MBTA bus lines located in that community.

“Reasonable size” means not less than 50 contiguous acres of land with a unit capacity equal to or greater than the unit capacity specified in section 5 below.

“Residential dwelling unit” means a dwelling unit equipped with a full kitchen and bathroom.

“Unit capacity” means an estimate of the total number of multi-family housing units that can be developed as of right within the multi-family district, made in accordance with the requirements of section 5.b below.

3. General Principles of Compliance

a. These compliance guidelines describe how an MBTA community can comply with the requirements of Section 3A. The guidelines specifically address:

- What it means to permit multi-family housing “as of right”;
- The metrics that determine if a multi-family district is “of reasonable size”;
- How to determine if a multi-family district has a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code;
- The meaning of Section 3A’s mandate that “such multi-family housing shall be without age restrictions and shall be suitable for families with children”; and
- The extent to which MBTA communities have flexibility to choose the location of a multi-family district.

b. The following general principles have informed the more specific compliance criteria that follow:

- All MBTA communities should contribute to the production of new housing stock.
- MBTA communities with subway stations, commuter rail stations and other transit stations benefit from having these assets located within their boundaries and should provide opportunity for multi-family housing development around these assets. MBTA communities with no transit stations within their boundaries nonetheless benefit from being close to transit stations in nearby communities.
- MBTA communities should adopt multi-family districts that will lead to development of multi-family housing projects of a scale, density and character that are consistent with a community’s long-term planning goals.

- “Reasonable size” is a relative rather than an absolute determination. Because of the diversity of MBTA communities, a multi-family district that is “reasonable” in one city or town may not be reasonable in another city or town. Objective differences in community characteristics must be considered in determining what is “reasonable” for each community.
- To the maximum extent possible, multi-family districts should be in areas that have safe and convenient access to transit stations for pedestrians and bicyclists.

4. Allowing Multi-Family Housing “As of Right”

To comply with Section 3A, a multi-family district must allow multi-family housing “as of right,” meaning that the construction and occupancy of multi-family housing is allowed in that district without the need to obtain any discretionary permit or approval. Site plan review and approval may be required for multi-family uses allowed as of right. Site plan review is a process by which a local board reviews a project’s site layout to ensure public safety and convenience. Site plan approval may regulate matters such as vehicular access and circulation on a site, architectural design of a building, and screening of adjacent properties. Site plan review may not be used to deny a project that is allowed as of right, nor may it impose conditions that make it infeasible or impractical to proceed with a multi-family use that is allowed as of right.

5. Determining “Reasonable Size”

In making determinations of “reasonable size,” DHCD will take into consideration both the area of the district and the district’s multi-family unit capacity (that is, the number of units of multi-family housing that can be developed as of right within the district).

a. *Minimum land area*

Section 3A’s requirement that a multi-family district be a “reasonable size” indicates that the purpose of the statute is to encourage zoning that allows for the development of a reasonable amount of multi-family housing in each MBTA community. A zoning district is a specifically delineated land area with uniform regulations and requirements governing the use of land and the placement, spacing, and size of buildings. A district should not be a single development site on which the municipality is willing to permit a particular multi-family project. To comply with Section 3A’s “reasonable size” requirement, multi-family districts must comprise at least 50 acres of land—or approximately one-tenth of the land area within 0.5 mile of a transit station.

An overlay district is an acceptable way to achieve compliance with Section 3A, provided that such an overlay district should not consist of a collection of small, non-contiguous parcels. At least one portion of the overlay district land areas must include at least 25 contiguous acres of land. No portion of the district that is less than 5 contiguous acres land will count toward the minimum size requirement.

b. *Minimum multi-family unit capacity*

A reasonably sized multi-family district must also be able to accommodate a reasonable number of multi-family housing units as of right. MBTA communities seeking a determination of compliance with Section 3A must provide to DHCD an accurate assessment of the number of multi-family housing units that can be developed as of right within the multi-family district, referred to as the district’s unit capacity.

A compliant district's multi-family unit capacity must be equal to or greater than a specified percentage of the total number of housing units within the community. The required percentage will depend on the type of transit service in the community, as follows:

Category	Minimum multi-family units as a percentage of total housing stock
Rapid transit community	25%
Bus service community	20%
Commuter rail community	15%
Adjacent community	10%

The minimum unit capacity applicable to each MBTA community is determined by multiplying the number of housing units in that community by 0.25, 0.20, 0.15 or 0.10, depending on the type of service in that community. For example, a rapid transit community with 7,500 housing units is required to have a multi-family district with a multi-family unit capacity of $7,500 \times 0.25 = 1,875$ multi-family units. When calculating the minimum unit capacity, each MBTA community should use 2020 census data to determine the number of total housing units, unless another data source has been approved by DHCD.

When determining the unit capacity for a specific multi-family district, each MBTA community must estimate how many units of multi-family housing could be constructed on each parcel of developable land within the district. The estimate should take into account the amount of developable land in the district, as well as the height limitations, lot coverage limitations, maximum floor area ratio, set back requirements and parking space requirements applicable in that district under the zoning ordinance or bylaw. The estimate must also take into account the restrictions and limitations set forth in any other municipal bylaws or ordinances; limitations on development resulting from inadequate water or wastewater infrastructure, and, in areas not served by public sewer, any applicable limitations under Title 5 of the state environmental code or local septic regulations; known title restrictions on use of the land within the district; and known limitations, if any, on the development of new multi-family housing within the district based on physical conditions such as the presence of waterbodies, and wetlands.

If the estimate of the number of multi-family units that can be constructed in the multi-family district is less than the minimum unit capacity, then the MBTA community must change the boundaries of the multi-family district or make changes to dimensional regulations applicable to that district (or to other local ordinances or bylaws) to allow for the development of a greater number of multi-family units as of right.

It is important to understand that a multi-family district's unit capacity is not a mandate to construct a specified number of housing units, nor is it a housing production target. Section 3A requires only that each MBTA community has a multi-family zoning district of reasonable size. The law does not require the production of new multi-family housing units within that district. There is no requirement nor expectation that a multi-family district will be built out to its full unit capacity.

In some communities, there may be a significant number of multi-family units already existing in the multi-family district; those communities should generally expect fewer new units to be produced in the district, because it is more fully built out. Conversely, there may be some communities with relatively little multi-family housing in its multi-family district; there generally will be more opportunity for new

housing production in those districts in which there is a large gap between unit capacity and the number of existing multi-family units.

6. Minimum Gross Density

Section 3A states that a compliant multi-family district must have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A. DHCD will deem a zoning district to be compliant with Section 3A's minimum gross density requirement if the following criteria are met.

a. District-wide gross density

Section 3A expressly requires that a multi-family district—not just the individual parcels of land within the district—must have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A. To comply with this requirement, the zoning must legally and practically allow for a district-wide gross density of 15 units per acre. The Zoning Act defines “gross density” as “a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses.”

To meet the district-wide gross density the municipality must demonstrate that the zoning for the district permits a gross density of 15 units per acre of land within the district, “include[ing] land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses.” By way of example, to meet that requirement for a 50-acre multi-family district, the municipality must show at least 15 existing or potential new multi-family units per acre, or a total of at least 750 existing or potential new multi-family units.

b. Achieving district-wide gross density by sub-districts

Zoning ordinances and bylaws typically limit the unit density on individual parcels of land. To comply with the statute's density requirement, an MBTA community may establish sub-districts within a multi-family district, with different density requirements and limitations for each sub-district, provided that the gross density for the district as a whole meets the statutory requirement of not less than 15 multi-family units per acre.

7. Determining Suitability for Families with Children

Section 3A states that a compliant multi-family district must be without age restrictions and must be suitable for families with children. DHCD will deem a multi-family district to comply with these requirements as long as the zoning does not require multi-family uses to include units with age restrictions and does not place any limits or restrictions on the size of the units, the number of bedrooms, the size of bedrooms, or the number of occupants.

8. Location of Districts

Section 3A states that a compliant multi-family district shall “be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.” DHCD will interpret that requirement consistent with the following guidelines.

a. General rule for measuring distance from a transit station.

To maximize flexibility for all MBTA communities, the distance from a transit station may be measured from the boundary of any parcel of land owned by a public entity and used for purposes related to the transit station, such as an access roadway or parking lot.

b. MBTA communities with some land area within 0.5 miles of a transit station

An MBTA community that has a transit station within its boundaries, or some land area within 0.5 mile of a transit station located in another MBTA community, shall comply with the statutory location requirement if a substantial portion of the multi-family district is located within the prescribed distance. Absent compelling circumstances, at least [one half] of the land area of the multi-family district should be located within 0.5 mile of the transit station. The multi-family district may include land areas that are further than 0.5 mile from the transit station, provided that such areas are easily accessible to the transit station based on existing street patterns and pedestrian connections.

In unusual cases, the most appropriate location for a multi-family district may be in a land area that is further than 0.5 miles of a transit station. Where none of the land area within 0.5 mile of transit station is appropriate for development of multi-family housing—for example, because it comprises wetlands or land publicly owned for recreation or conservation purposes—the MBTA community may propose a multi-family use district that has less than one-half of its land area within 0.5 miles of a transit station. To the maximum extent feasible, the land areas within such a district should be easily accessible to the transit station based on existing street patterns, pedestrian connections, and bicycle lanes.

c. MBTA communities with no land area within 0.5 miles of a transit station

When an MBTA community has no land area within 0.5 mile of a transit station, the multi-family district should, if feasible, be located in an area with reasonable access to a transit station based on existing street patterns, pedestrian connections, and bicycle lanes, or in an area that otherwise is consistent with the Commonwealth’s sustainable development principles—for example, near an existing downtown or village center, near an RTA bus stop or line, or in a location with existing under-utilized facilities that can be redeveloped into new multi-family housing.

9. Determinations of Compliance

DHCD will make determinations of compliance with Section 3A upon request from an MBTA community, in accordance with the following criteria and schedule. An MBTA community may receive a determination of full compliance when it has a multi-family district that meets all of the requirements of Section 3A. An MBTA community may receive a determination of interim compliance for a limited duration to allow time to enact a new multi-family district or amend an existing zoning district in order to achieve full compliance with Section 3A.

a. Requests for determination of compliance

When an MBTA community believes it has a multi-family district that complies with the requirements for Section 3A, as set forth in these guidelines, it may request a determination of compliance from DHCD. Such a request may be made for a multi-family district that was in existence on the date that Section 3A became law, or for a multi-family district that was created or amended after the enactment of Section 3A. In either case, such request shall be made on a form required by DHCD and shall include, at a minimum, the following information, which shall be provided in a format or on a template prescribed by DHCD:

General district information

- i. A map showing the municipal boundaries and the boundaries of the multi-family district;
- ii. A copy of those provisions in the municipal zoning code necessary to determine the uses permitted as of right in the multi-family district and the dimensional limitation and requirements applicable in the multi-family district;
- iii. A plan showing the boundaries of each parcel of land located within the district, and the area and ownership of each parcel as indicated on current assessor records;

Location of districts

- iv. A map showing the location of the nearest transit station and how much of the multi-family district is within 0.5 miles of that transit station;
- v. In cases where no portion of the multi-family district is located within 0.5 miles of a transit station, a statement describing how the development of new multi-family housing within the district would be consistent with the Commonwealth's sustainable development principles;

Reasonable size metrics

- vi. A calculation of the total land area within the multi-family district;
- vii. A calculation of the multi-family district's unit capacity, along with a statement describing the methodology by which unit capacity was determined, together with:
 - a. A description of the water and wastewater infrastructure serving the district, and whether that infrastructure is sufficient to serve any new multi-family units included in the unit capacity;
 - b. A description of any known physical conditions, legal restrictions or regulatory requirements that would restrict or limit the development of multi-family housing within the district;
 - c. The number and age of multi-family housing units already existing within the multi-family district, if any.

District gross density

- viii. The gross density for the multi-family district, calculated in accordance with section 6 of these guidelines.

Housing suitable for families

- ix. An attestation that the zoning bylaw or ordinance does not place any limits or restrictions on the size of the units, the number of bedrooms, the size of bedrooms, or the number of occupants in multi-family housing units within the multi-family district.

Attestation

- x. An attestation that the application is accurate and complete, signed by the MBTA community's chief executive officer.

As soon as practical after receipt of a request for determination of compliance, DHCD will either send the requesting MBTA community a notice that it has provided all of the required information, or identify the additional information that is required to process the request. Upon reviewing a complete application, DHCD will provide the MBTA community a written determination either stating that the existing multi-family use district complies with Section 3A, or identifying the reasons why the multi-family use district fails to comply with Section 3A and the steps that must be taken to achieve compliance.

An MBTA community shall be deemed to be in compliance with Section 3A for the period of time during which a request for determination of compliance, with all required information, is pending at DHCD.

b. Action plans and interim compliance—New or amended district

Many MBTA communities do not currently have a multi-family district of reasonable size that complies with all of the requirements set out in Section 3A and these guidelines. These MBTA communities must take affirmative steps towards the creation of a compliant multi-family district within a reasonable time. To achieve interim compliance, the MBTA community must, by no later than the dates specified in section 9.c, send to DHCD written notice that a new multi-family district, or amendment of an existing multi-family district, must be adopted to come into compliance with Section 3A. The MBTA community must then take the following actions to maintain interim compliance:

- i. *Creation of an action plan.* Each MBTA community must provide DHCD with a proposed action plan and timeline for any planning studies or community outreach activities it intends to undertake in order to adopt a multi-family district that complies with Section 3A. DHCD may approve or require changes to the proposed action plan and timeline by sending the MBTA community written notice of such approval or changes. Rapid transit communities and bus service communities must obtain DHCD approval of an action plan by no later than March 31, 2023. Commuter rail communities and adjacent communities must obtain DHCD approval of a timeline and action plan by no later than July 1, 2023.
- ii. *Implementation of the action plan.* The MBTA community must timely achieve each of the milestones set forth in the DHCD-approved action plan, including but not limited to the drafting of the proposed zoning amendment and the commencement of public hearings on the proposed zoning amendment.

- iii. *Adoption of zoning amendment.* An MBTA community must adopt the zoning amendment by the date specified in the action plan and timeline approved by DHCD. For rapid transit communities and bus service communities, DHCD will not approve an action plan with an adoption date later than December 31, 2023. For commuter rail communities and adjacent communities, DHCD will not approve an action plan with an adoption date later than December 31, 2024.
- iv. *Determination of full compliance.* Within [90] days after adoption of the zoning amendment, the MBTA community must submit to DHCD a complete application requesting a determination of full compliance. The application must include data and analysis demonstrating that a district complies with all of the compliance criteria set forth in these guidelines, including without limitation the district's land area, unit capacity, gross density and location.

During the period that an MBTA community is creating and implementing its action plan, DHCD will endeavor to respond to inquiries about whether a proposed zoning amendment will create a multi-family district that complies with Section 3A. However, DHCD will issue a determination of full compliance only after final adoption of the proposed zoning amendment and receipt of a complete application demonstrating the unit capacity.

c. Timeframes for submissions by MBTA communities

To remain in interim compliance with Section 3A, an MBTA community must take one of the following actions by no later than December 31, 2022:

- i. Submit a complete request for a determination of compliance as set forth in section 9.a above; or
- ii. Notify DHCD that there is no existing multi-family district that fully complies with these guidelines, and submit a proposed action plan as described in section 9.b above.

10. Renewals and Rescission of a Determination of Compliance

a. Term and renewal of a determination of compliance

A determination of compliance shall have a term of 10 years. Each MBTA community shall apply to renew its certificate of compliance at least 6 months prior to its expiration. DHCD may require, as a condition of renewal, that the MBTA community report on the production of new housing within MBTA community, and in the multi-family district that was the basis for compliance. Applications for renewal shall be made on a form proscribed by DHCD.

b. Rescission of a determination of compliance

DHCD reserves the right to rescind a determination of compliance if DHCD determines that (i) the MBTA community submitted inaccurate information in its application for a determination of compliance, (ii) the MBTA community amended its zoning or enacted a general bylaw or other rule or regulation that materially alters the Unit capacity in the applicable multi-family use district.

11. Effect of Noncompliance

If at any point DHCD determines that an MBTA community is not in compliance with Section 3A, that MBTA community will not be eligible for funds from the following grant programs: (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2EEEE of chapter 29; or (iii) the MassWorks infrastructure program established in section 63 of chapter 23A. DHCD may, in its discretion, take non-compliance into consideration when making other discretionary grant awards.

Geoffrey Pedder
Managing Partner
ZēLUS Beer Company
1 Green Street
Medfield, MA 02052

Wednesday, February 9, 2022

Re: Application for One-Day Beer License

To: Board of Selectmen, Town of Medfield

We are writing to request a one-day beer license to serve and sell beer at CrossFit Medfield, 106 Adams Street on March 11 from 4-9pm. We have served at CrossFit Medfield previously. We are planning to join one of their 'Friday Night Lights' events with a food vendor. All servers will be TIPS certified. Thank you for the consideration.

Best regards,

Geoffrey Pedder



UTILITY AND ACCESS EASEMENT

THIS UTILITY AND ACCESS EASEMENT AGREEMENT (this “Agreement”) is made and entered into to be effective as of _____, 2022 (the “Effective Date”) by and between The Town of Medfield, a municipal entity, acting by and through its Board of Selectmen duly authorized, hereinafter called the “Town”, with an address of 459 Main Street, Medfield, MA 02052, and Medfield Holdings LLC, a duly-organized and existing Massachusetts limited liability company (together with its successors, transferees and assigns), hereinafter called “Developer”, with an address c/o Robert J. Borrelli, Manager, Post Office Box 377, Medfield MA 02052. The Town and the Developer shall be referred to collectively herein as the “Parties” or individually as a “Party”.

ARTICLE I Basis For Agreement

The following facts form the basis of this Agreement:

1.1 The Town is currently the owner of certain real property shown on Exhibit A (the “Exhibit A Property”) and certain real property shown on Exhibit B (the “Exhibit B property”), attached hereto.

1.2 The Town has entered into a Land Disposition Agreement with the Developer to sell to the Developer the Exhibit B Property. Contemporaneously with the execution of this Utility and Access Agreement, the Town shall be conveying to the Developer the Exhibit B Property. The Town will be retaining the Exhibit A property. The Developer will need easements from, over and through the Exhibit A Property in connection with the development of the Exhibit B Property. For the Town’s Authority, see Article 26 of Medfield’s 2019 Annual Town Meeting.

1.3 The Parties desire to provide certain easements over the real property shown on Exhibit A for the benefit of the real property shown on Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do hereby declare and agree as follows:

ARTICLE II Grant of Non-Exclusive Access and Utility Easements

The Town hereby grants and creates for the benefit of the Developer:

(a) a non-exclusive perpetual easement for vehicular and pedestrian access over Ice House Road to (and from) the Exhibit B Parcel, and for any lawful purpose over and across the Exhibit A Parcel to and from said Ice House Road (the “Access Easement”);

(b) A perpetual and non-exclusive easement (the “Utility Easement”) over, across, upon, under and through the real property shown on Exhibit A for the purpose of utilizing Utilities (as hereinafter defined) now or hereafter located on the Exhibit A Property to the extent required for the operations of the Exhibit B Property.

(c) The utilities located or to be located in the Utility Easements may include water lines, gas lines, electric lines, cable lines, phone, data lines and any other utilities, but not stormwater drainage (the “Utilities”), and shall be located underground. The Town and the Developer acknowledge that several utility lines may currently exist in the Utility Easements and this Agreement is intended to grant easements for such Utilities and replacements thereof, as well as any new Utilities hereafter installed on the Property, in accordance with the terms of this Agreement.

ARTICLE III Grant of Temporary Construction Easement and Construction

(a) The Parties may each install Utilities and Roadways on the property they own for the benefit of their respective properties.

(b) The Developer may install Utilities in the Utility from time to time in accordance with the terms of this Agreement.

(c) The Developer may install new Roadways and/or improve existing Roadways from time to time in accordance with the terms of this Agreement.

(d) Prior to the initiation of any construction activities pursuant to subparagraph (b) or (c) of this Article III, the Developer will provide the Town with (i) a detailed description of the proposed improvements, (ii) the identity of the contractors that will perform the work, (iii) an agreement from all such contractors that they waive any lien rights they may have for the work to be performed as it relates to the work in the easement areas located on the Other Party’s property, (iv) a timeline for the commencement and completion of the work, (v) copies of all permits and approvals needed to commence the work, (vi) evidence of satisfactory bonding and/or insurance and (vii) such other matters as the Town may reasonably request. All of the foregoing shall be subject to the prior written approval of the Town, such approval not to be unreasonably withheld or delayed; provided however, (i) the Town may impose reasonable rules and regulations concerning the construction process (including but not limited to commencement and completion dates and the hours of construction activities). The cost of the improvements made under subsection (b) or (c) of this Article III shall be borne by the Developer. The Developer, at its sole cost and expense, shall properly obtain, comply with and keep in effect all permits, licenses and approvals which are required to be obtained from governmental bodies in order to perform any work, construction, maintenance or other activities hereunder, and the Developer shall hold the Town harmless from all claims, damages and costs associated with such work. Once installed, the costs of repairing and maintaining the improvements will be determined under Article IV hereof.

(e) Provided the Developer complies with the terms of subsection (d) of this Article III, the Town grants and creates for the benefit of the Developer and its respective contractors, employees and agents a private, non-exclusive and temporary access and construction easement (the "Construction Easement") over, upon and across the property of the Town reasonably necessary to facilitate the construction and/or installation of any Utilities or Roadways contemplated by this Agreement, and to perform construction or improvements of the Utilities or Roadways from time to time.

(f) Notwithstanding the foregoing, except as set forth or provided in this Article III, Developer, and its successors and assigns, shall not obstruct or otherwise interfere with the Town's access to or use of the Exhibit A Property, ownership of which the Town is retaining.

ARTICLE IV Maintenance and Repair

(a) Roadway and Utility Easements. The Developer shall be responsible for all maintenance, repair and replacement, if necessary, of the Utilities and Roadways located on and servicing the Exhibit B Property and that portion of the Exhibit A Property upon which the easements created hereunder exist and the Developer agrees that such improvements shall be kept in good order and repair and in accordance with all applicable laws and regulations. If the Town reasonably determines that the Developer is not maintaining the Utilities in the Utility Easements on its property or the Roadways on its property or that portion on or under the Exhibit A Property servicing the Exhibit B Property to the standards set forth herein, it shall give written notice of such failure describing in sufficient detail the repair or maintenance work that needs to be made and the Developer shall complete such repair or maintenance work promptly, but in no event more than thirty (30) days after the receipt of notice.

ARTICLE V Easements to Run with Land

This Agreement and all other covenants, agreements, rights and obligations created hereby, shall run with the Property, and shall be binding on and inure to the benefit of all persons having or acquiring title to the Exhibit B Property (or any part thereof), all upon the terms, provisions and conditions set forth herein. The easements set forth in this Agreement and all the rights and obligations of the Parties with respect to said easements will commence as of the Effective Date and shall continue in perpetuity.

ARTICLE VI Modification and Cancellation

This Agreement may be modified or cancelled only by written agreement signed by all Parties, or their respective successors and assigns, as long as they have any interest as owner of any portion of the Property.

ARTICLE VII
General Provisions

(a) No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of the Property other than the easements and rights described in this Agreement. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

(b) Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received upon receipt after (a) delivery by hand, when delivered in person at the address set forth hereinafter for the Party to whom notice is given, or (b) being mailed, postage prepaid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address for notices by giving five (5) days' advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses and facsimile numbers for notices hereunder are as follows:

If to the Developer:

Medfield Holdings LLC
Post Office Box 377
Medfield, MA 02052
Attention: Robert Borrelli

With a copy to:

James W. Murphy, Esquire
Law Offices of James W. Murphy
P.O. Box 1327
Sherborn, Massachusetts 01770

If to the Town:

Select Board
Town of Medfield
459 Main Street
Medfield, MA 02052
Attention: Town Administrator

with copy to:

Mark G. Cerel, Esquire
Medfield Town Counsel
Post Office Box 9

Medfield, MA 02052

(c) Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this document nor in any way affect the terms and provisions hereof.

(d) Rights of Successors. The benefits and obligations of the easements created hereunder shall constitute benefits and servitudes running with the Property. This Agreement shall bind and inure to the benefit of the Parties, their respective heirs, representatives, lessees, successors and assigns.

(e) Enforcement. Any Party shall have the right to enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Agreement. Any such action shall be brought in either Norfolk Superior Court, or the Massachusetts Land Court. Failure to enforce any easement or restriction created in this Agreement shall in no event be deemed a waiver of the right to do so thereafter. The easements created hereunder shall be interpreted in accordance with Massachusetts law.

(f) Conformity with All Applicable Laws. Nothing in this Agreement shall be construed as requiring or permitting any person or entity to perform any act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this Agreement which may require or permit such violation shall yield to the law, regulation or requirement.

(g) Severability. If any part of this Agreement or the application of this Easement Agreement or set of circumstances is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected thereby. All provisions of this Agreement are, therefore, severable for the purpose of maintaining in full force and effect the remaining provisions of this Agreement.

(h) No Merger. It is expressly understood and agreed that the Parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Exhibit A Property and/or the Exhibit B Property by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

(i) Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signatures appear on following page]

EXECUTED to be effective as of the date first above written.

MEDFIELD HOLDINGS LLC
a Massachusetts limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2022

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Robert Borrelli, Manager of Medfield Holdings LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the within document, and acknowledged to me that he signed it voluntarily as his free act and deed on behalf of said Company for its stated purpose.

Notary Public
My commission expires:
(Signatures Continue on Following Page)

**TOWN OF MEDFIELD
By and through its Board of Selectmen
Duly authorized hereunto**

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2022

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the within document, and acknowledged to me that he signed it voluntarily as his free act and deed on behalf of said Town of Medfield for its stated purpose.

Notary Public
My commission expires:

EXHIBIT A

Property to be retained

(to be inserted)

EXHIBIT B

Description of the Property to be sold

(to be inserted)

METROWEST HEALTH FOUNDATION

161 Worcester Road, Suite 202
Framingham, MA 01701
508.879.7625 fax: 508.879.7628
www.mwhealth.org

January 31, 2022

Brenda Healy
Public Health Nurse
Medfield Health Department
459 Main Street
Medfield, MA 02052

RE: Municipal Public Health COVID-19 Response #CVM-11

Dear Brenda:

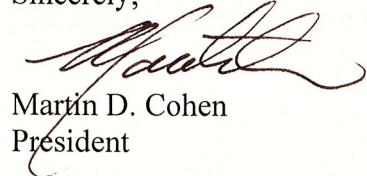
I am pleased to inform you that the Board of Trustees of the MetroWest Health Foundation has approved a grant of \$5,000.00 to the Medfield Health Department for the Municipal Public Health COVID-19 Response project. This grant is being made in response to your proposal to the foundation dated January 20, 2022.

Grants funds will be available upon return of the signed Agreement to Grant Terms and Conditions.

This grant is subject to the terms and conditions contained in the attached Agreement to Grant Terms and Conditions. If these correctly set forth your understanding of this grant, please indicate your organization's agreement by having an appropriate officer of your organization sign and return a copy of the agreement to the foundation.

On behalf of the foundation, I congratulate you on this grant award and look forward to working with you to implement this important endeavor.

Sincerely,



Martin D. Cohen
President

AGREEMENT TO GRANT TERMS AND CONDITIONS

As a condition of a grant from the MetroWest Health Foundation (“the Foundation”) in the amount of \$5,000.00 to the Medfield Health Department (“the Grantee”), the undersigned agrees to comply with the following terms and conditions:

1. **Purpose.** This grant may be used only for Grantee’s charitable and educational activities. Grantee may not use any Foundation grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project described in the Grantee’s proposal and related correspondence and may not be expended for any other purposes without the Foundation’s prior written approval. Grantee accepts responsibility for complying with this agreement’s terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Foundation may request that Grantee return any unexpended grant funds remaining at the end of the project period.
2. **Tax Exempt Status.** Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a public charity under sections 501 (c) (3) of the Internal Revenue Code or is an instrumentality of government and therefore considered to be tax-exempt. The Grantee will inform the Foundation immediately of any change in, or proposed or actual revocation of its tax status by the IRS.
3. **Grant Monitoring and Evaluation.** The Foundation may evaluate, monitor and conduct and conduct a review of operations under this grant, which may include site visits by the Foundation or its evaluators. Grantee will provide such additional information, reports and documents as the Foundation may request and will allow the Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the Foundation. The Grantee shall provide the Foundation with periodic narrative and financial reports in a format and timetable prescribed by the Foundation. The Grantee shall also furnish to the Foundation complete copies of the Grantee’s annual audited financial statements.

4. **Payments and Expenditures.** Grant funds will be available after receipt by the Foundation of a signed copy of these terms and conditions. Future payments of these or other grant funds by the Foundation may be withheld pending receipt of required reports from the Grantee. Expenditures of grant funds must adhere to the specific line items in the approved grant budget. Transfers among line items (increases and decreases) are restricted to one thousand dollars (\$1,000) or ten percent (10%) of the approved line-item amount, whichever is greater. If a transfer more than this restricted level becomes necessary, the Grantee shall request authorization from the Foundation by letter. Such transfers may not be made without prior written approval by the Foundation.
5. **Grant Reversion or Termination.** The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in the Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (3) to comply with any law or regulation applicable to the Grantee or to the Foundation.
6. **Publicity.** Any press statements or releases, brochures, reports or other printed or electronic media that are produced as a result of this grant shall include proper attribution to the Foundation as a funder. It is recommended that the Foundation's logo or the following language be used: *Support for this project provided in part by the MetroWest Health Foundation*, or, if the support is provided by one of the Foundation's Grant Panels, *Support for this project provided in part by the [Leonard Morse] [Framingham Union] Grants Panel of the MetroWest Health Foundation*.
7. **Grantee Non-Discrimination Policy.** The grantee shall not discriminate in the provision of services based on race, color, religion, sex, age, national origin, marital status, mental or physical disability, citizenship, sexual orientation, or status as a veteran.
8. **Special Restrictions and Conditions.** None.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the MetroWest Health Foundation's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Nicholas Milano <nmilano@medfield.net>

Fwd: MEDFIELD Competitive Contract Documents

Kristine Trierweiler <ktrierweiler@medfield.net>
To: Nicholas Milano <nmilano@medfield.net>

Fri, Feb 4, 2022 at 10:48 AM

Sent from my iPhone

Begin forwarded message:

From: "Pfister, Jane (ENE)" <jane.pfister@state.ma.us>
Date: February 4, 2022 at 10:34:08 AM EST
To: "ktrierweiler@medfield.net" <ktrierweiler@medfield.net>
Cc: "eclarke@medfield.net" <eclarke@medfield.net>, Amy Colleran <acolleran@email.medfield.net>, "Brown, Kelly (ENE)" <kelly.brown@state.ma.us>
Subject: MEDFIELD Competitive Contract Documents

Dear Administrator Trierweiler,

Congratulations! The Department of Energy Resources (DOER) Green Communities Division has approved a Competitive Grant award of **\$179,884.00** to fund:

- **\$52,941, High School— Lighting controls upgrade**
- **\$17,382, High School, gym — LED lighting**
- **\$4,756, Memorial School— Dimulator nodes on exterior LED lights**
- **\$49,950, Blake School—Heat pump hot water heaters**
- **\$22,500, Town—EV Charging Station (3)**
- **\$10,000, Town—Administrative assistance**
- **\$22,355, High School—LED lighting**

Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above. An award letter with this information was emailed recently to the community by Joanne Bissetta, Green Communities Director.

Please note also that there is some flexibility to shift funds between the individual approved projects, within the parameters of your overall grant award. If you anticipate the need to shift funds from one approved project to another, please contact me before proceeding. Likewise, please contact me if you anticipate not expending your full grant award due to project cancellation or postponement.

Medfield may have provided estimated figures for incentives from your gas and/or electricity utility provider. With specific projects identified for funding, DOER asks Medfield to set up a meeting with your gas and/or electricity utility representative and Kelly Brown, your Regional Coordinator, to explore available incentives and the process and timing of applications. Either you or Kelly Brown can confirm to me by email that this meeting has taken place. (Contingency #1)

The contract document is attached with one additional file (MA Standard Contract Attachments.pdf) which includes four attachments (Commonwealth Terms and Conditions, Contractor Authorized Signatory Listing, Request for Taxpayer Identification Number and Certification (W-9), and Electronic Funds

Transfer Sign Up Form). Together these five documents comprise the contract between DOER and the Town of Medfield.

Please review these documents carefully. Let me know if you have any questions or propose making changes. Please carefully notice the contract end date of 9/30/2023.

I draw your attention to the following elements in these contract documents to review and consider:

I. THE STANDARD CONTRACT (page 1)

- The Anticipated Start Date or Effective Date is the latest signature date (this will be the date when DOER signs the returned contract forms). No obligations can be incurred prior to the Effective Date if competitive grant funds will pay for the energy conservation project. Contract End Date is September 30, 2023.

II. ATTACHMENT C – SCOPE OF GRANT AWARD

- Please review all the contingencies carefully.
- DOER will require confirmation that the town has applied for all gas and electric rebates available for eligible energy conservation or efficiency measures. Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.
- Disbursement of Funds schedule; 25%, 50%, and 25% after completion, site inspection, and approval of a final grant report narrative with pictures.

III. ATTACHMENT D – BUDGET

- Grant funds budgeted over 3 Fiscal Years.

Returning Signed Contract Documents

Before mailing the signed forms, kindly email me a scan of the **full** contract. Please also include the electronically signed standard contract form page one if the community used electronic signature software.

After I confirm that the scanned document is complete and correct, please return all to Jane Pfister, at the DOER address below by mail. **The State Comptroller will accept a verified electronic signature on the standard contract form but still requires a wet ink signature on the EFT and W9 forms. Note that both the EFT and W9 are revised, so please use the forms in the attachment as well as the Authorized Contractor Signatory form.**

Effective Date

As soon as DOER has signed the returned contract, I will email the municipality with the **Effective Date**, so obligations may be incurred, and work may begin on approved projects.

I look forward to working with you in the future. Please contact me if you have any questions or concerns.

Sincerely,

Jane

Jane Pfister, Grant Coordinator

Green Communities Division

Department of Energy Resources

100 Cambridge Street, Suite 1020

Boston, MA 02114

617-935-9158 (mobile)

jane.pfister@mass.gov

Creating a Clean, Affordable, and Resilient Energy Future for the Commonwealth

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

2 attachments

 **MA Standard Contract Attachments_2021.pdf**
3517K

 **medfield_CPT10-2_contract.docx**
93K



I.COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE	
Legal Address: (W-9, W-4): 459 Main Street, Medfield, MA 2052		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Kristine Trierweiler	Phone: 508-906-3012	Billing Address (if different): Not Applicable	
E-Mail: ktrierweiler@medfield.net	Fax: 508-359-6182	Contract Manager: Jane Pfister	Phone: 617-626-7300
Contractor Vendor Code: VC6000191876		E-Mail: jane.pfister@mass.gov	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD_001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: DOER PON-ENE-2021-034	

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- Statewide Contract (OSD or an OSD-designated Department)
- Collective Purchase (Attach OSD approval, scope, budget)
- Department Procurement (includes all Grants - [815 CMR 2.00](#)) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- Emergency Contract (Attach justification for emergency, scope, budget)
- Contract Employee (Attach Employment Status Form, scope, budget)
- Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

X CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: , 20 .

Enter Amendment Amount: \$ (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- Amendment to Date, Scope or Budget (Attach updated scope and budget)
- Interim Contract (Attach justification for Interim Contract and updated scope/budget)
- Contract Employee (Attach any updates to scope or budget)
- Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): [Commonwealth Terms and Conditions](#) [Commonwealth Terms and Conditions For Human and Social Services](#) [Commonwealth IT Terms and Conditions](#)

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under [815 CMR 9.00](#).

Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or **new** total if Contract is being amended). \$ \$ 179,884

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments ([M.G.L. c. 29, § 23A](#)); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **This is a contract to award a grant to the Town of Medfield for fiscal years 2022-2024 under the Green Communities Competitive Grant Program in the amount of One Hundred Seventy Nine Thousand Eight Hundred Eighty Four Dollars and No Cents dollars (\$179,884) to fund energy conservation measures, lighting controls, LED lighting, dimulator nodes on exterior lighting, heat pump hot water heaters, EV charging stations, and administrative assistance, in municipal facilities including EV infrastructure, and High, Memorial, and Blake Schools, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
2. may be incurred as of , 20 , a date **LATER** than the Effective Date below and no obligations have been incurred prior to the Effective Date.
3. were incurred as of , 20 , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of September 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Michael Marcucci

Print Title: Chair Board of Selectmen

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Marcelle T. Payen

Print Title: Chief Financial Officer

BACKGROUND

1. The DOER has selected the Grantee to receive Green Communities grant funds for projects described in the Grantee's response to the PON.
2. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
3. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as "the Project").

This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

BACKGROUND

ATTACHMENT A: GREEN COMMUNITIES COMPETITIVE GRANT APPLICATION MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT

ATTACHMENT A – Green Communities Competitive Grant Application Materials

The Program Opportunity Notice (PON) was provided to the municipality via Commbuys, the Commonwealth's procurement website from 1/28/2021 until 4/9/2021.

DOER PON-ENE-2021-034 2021 Green Communities Competitive Grant Program

Bid # [BD-21-1041-ENE01-ENE01-58101](#)

DOER PON-ENE-2021-034 Green Communities Competitive Grant Program Opportunity Notice 01.14.21 (FINAL).pdf

Amended 2/2/21 to add

GC_Grant Table.xlsx

Amended 3/15/21 to add

Specially-Eligible Communities~1.pdf

ATTACHMENT B – Grantee Response

(All documents listed below are available to DOER fiscal staff at:

<https://massdoer.imeetcentral.com/greencommunities/dbapp=7ary4jojv3xnh83ficwf09s252274943&ac=h&view=1110582>

1. Grantee submission narrative – Medfield gcg fall 21 narrative final.docx
2. Grantee grant table submitted – Medfield gc grant table 10 21.xlsx
3. Grantee certification of application submitted – Medfield certificate of application 100720210.pdf

Response included additional files:

- hs other areas led proj 9.pdf
- hs lit contr prop proj1 10 1 21.pdf
- memorial es ext cont nodes proj3.pdf
- blake ms heat pump hw proj4.pdf
- ev charger quote proj 5 6 7 gcg 10 21.pdf
- ec chg gateway spec 10 21.pdf
- ev chrg specs 10 21.pdf

ATTACHMENT C – SCOPE OF GRANT AWARD

**COMMONWEALTH OF MASSACHUSETTS
SCOPE OF GRANT AWARD AGREEMENT**

By and Between
Department of Energy Resources
and
Town of Medfield

SCOPE OF GRANT AWARD

1. Overview

The purpose of this contract is to award a grant to the Town of Medfield (Grantee) for a maximum obligation amount not to exceed One Hundred Seventy Nine Thousand Eight Hundred Eighty Four Dollars and No Cents dollars (\$179,884.00) to fund energy conservation measures in municipal facilities including EV infrastructure, and High, Memorial, and Blake Schools, as more particularly described in Attachment B (Project). In connection with the above referenced grant, the Grantee requested one hundred seventy nine thousand eight hundred eighty four dollars and no cents (\$179,884.00) in public funding out of two hundred sixty thousand three hundred twenty three dollars and no cents (\$260,323.00) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are lighting controls, LED lighting, dimulator nodes on exterior lighting, heat pump hot water heaters, EV charging stations, and administrative assistance.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

Note that no changes in Project scope can occur or proceed without the prior written authorization from the DOER.

2. Contingencies

The Grantee shall provide to the DOER's satisfaction, the required information as stated below as applicable to the Project(s), when the information becomes available.

1. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.
2. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

3. Procurement

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones Grantee shall promptly contact the DOER.

- (1) Complete construction of the Project – August 1, 2023
- (2) End of grant period – September 30, 2023

5. Disbursement of Funds

Initial Disbursement: Twenty five percent (25%) of the award in the amount of forty four thousand nine hundred seventy one dollars and no cents (\$44,971.00) will be disbursed by the DOER subsequent to the execution of this grant agreement and upon the DOER agreement that contingency number one as stated under Section Two Contingencies of this Scope of Grant Award Agreement has been fully satisfied.

Second Disbursement: Fifty percent (50%) of the award in the amount of eighty nine thousand nine hundred forty two dollars and no cents (\$89,942.00), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number two as stated in Section Two Contingencies of this Scope of Contract Award has been fully satisfied and that all reporting requirements have been met. Reporting requirements will include submittal by the Grantee to the DOER of detailed dated invoices of Grantee's costs incurred to date.

Final Disbursement: Twenty five percent (25%) of the award in the amount of forty four thousand nine hundred seventy one dollars and no cents (\$44,971.00), shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the Project(s) are complete, that one hundred percent (100%) of grant funds have been expended, evidence of approved utility incentives have been provided, and that all reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.

6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that the facility (s) for which grant funds are designated will remain open and in service for at least five (5) years following completion of proposed project(s).

7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

8. Unused Funds

Any funds undisbursed or uncommitted by the Grantee after September 30, 2023, shall be promptly returned to the DOER within sixty (60) days.

9. Administrative Costs

Grantee's administrative costs cannot exceed ten percent (10%) of the maximum obligation contract amount of One Hundred Seventy Nine Thousand Eight Hundred Eighty Four Dollars and No Cents dollars (\$179,884.00).

10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

11. Reporting and Other Required Documentation

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters:
 - a. July 1 – Sept 30
 - b. Oct 1 – Dec 30
 - c. Jan 1 – Mar 30
 - d. Apr 1 – June 30

Quarterly reports shall include:

- a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
- b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.

- D. **Final report:** The final report shall be submitted within two (2) months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister
Green Communities Grant Coordinator
jane.pfister@mass.gov

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER's regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.

VI. ATTACHMENT D - BUDGET

Check one: Initial Budget

Budget/Account Amendment. Maximum Obligation before this Amendment:
 PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)
 CURRENT DOC ID: _____.

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Activity / Function Codes	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
FY22	2000-0113	P01	GNCO-COMP	\$179,882.00				
FY23	2000-0113	P01	GNCO-COMP	\$ 1.00				
FY24	2000-0113	P01	GNCO-COMP	\$ 1.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT		
FISCAL YEAR:	2022	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)
		\$179,882.00
FISCAL YEAR:	2023	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)
		\$ 1.00
FISCAL YEAR:	2024	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)
		\$ 1.00
FISCAL YEAR:	_____	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT		\$179,884.00

**VII. COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT



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

Town of Medfield Public Records Policy (Effective)

The Massachusetts Public Records Law and its Regulations provide that each person has a right of access to public information. This right of access includes the right to inspect, copy or have a copy of records provided upon the payment of a reasonable fee.

Records Access Officer

1. The public records law creates a new position entitled Records Access Officer (RAO). The Town Administrator, Kristine Trierweiler and the Town Clerk, Marion Bonoldi are designated as the RAOs for the Town of Medfield ("the Town"). The RAOs for the Town of Medfield Public Schools are the Superintendent, Dr. Jeffrey Marsden and Director of Finance and Operations, Michael LaFrancesca.

Contact information for the Town of Medfield:

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

Marion Bonoldi
Town Clerk
459 Main Street
Medfield, MA 02052
Phone: 508-906-3024
Email: mbonoldi@medfield.net

Contact information for the Town of Medfield Public Schools:

Dr. Jeffrey Marsden
Superintendent of Schools
459 Main Street
Medfield, MA 02052
Phone: 508-359-3032
Email: jmarsden@email.medfield.net

Michael LaFrancesca
Director of Finance and Operations
459 Main Street
Medfield, MA 02052
Phone: 508-359-3034
Email: mlafrancesca@email.medfield.net

2. The RAO is responsible for coordinating responses to public records requests received by the Town and for assisting requestors in making informed requests.
3. In order to effectively and efficiently coordinate responses, each department shall designate a primary contact person to work directly with the RAO.

Public Records Requests

1. In an effort to provide expedient customer service, simple and reasonable requests may be accessible at the department level upon request. The respective department shall make a reasonable effort to fulfill the request if it's simple, reasonable and can be easily produced by the department as part of regular business. If the request takes more than one half hour of staff time to collect the requested records, the department shall notify the RAO.
2. Public records requests must be in writing (hand delivered, by first class mail, fax, or email). If a requestor demands to make a request orally in person, the department coordinator should obtain as much information as possible to be able to complete the form provided by the RAO.
3. Public Records Requests should identify all information requested with as much specificity as possible.

Responses to Records Requests

1. Upon receipt, the RAO will notify the requestor via email (or other written means) that the Town has received the request.
2. Within 10 business days of receipt of the request, the RAO shall provide the requestor with the following:
 - The right to inspect the record or a copy of the record if it is reasonably described and in the possession of the Town and not subject to an exemption, and a reasonable fee is paid (the Town will make every effort to comply with all document requests but it is not required to create documents that are not currently in existence); and/or
 - An indication that the Town cannot provide, or allow inspection of, a requested document, along with the reason why they cannot comply (i.e. document does not exist or is not in possession, custody, or control of the municipality or an exemption exists which prevents the Town from providing the document); or
 - If the Town is unable to provide the documents within the 10 day time frame, the RAO shall provide the requestor with a detailed statement describing why the magnitude or difficulty of the request unduly burdens the other responsibilities of the Town and therefore requires additional time. The timeframe shall not exceed 25 business days following the initial receipt of the request for public records

unless the requestor voluntarily agrees to a response date beyond the timeframes above; or

3. If the Town is unable to meet the timeline, the RAO may petition the Supervisor of Public Records for additional time beyond the 25 day period.
4. All responses to requests will be made by the RAO via email unless other delivery arrangements are made by the requestor directly with the RAO.

Formatting of Records

1. An RAO shall provide the public records to a requestor by electronic means unless the record is not available in electronic form or the requestor does not have the ability to receive or access the records in a usable electronic form.
2. If a requestor provides a preferred format for the production of records, the RAO must provide the record in that format, to the extent feasible. The Town is not required to create records that do not exist.

Fees

1. The Town will make reasonable efforts to limit cost to the requestor. **Any request under 20 pages will be free of charge.**
2. The Town is permitted to charge 5 cents per page, for black and white copies.
3. The Town may also charge for employee time to search, retrieve, segregate, redact, process, copy or otherwise process documents. Time may be charged at the hourly rate of the lowest paid employee capable of performing the task, but not more than \$25 per hour for the cost to comply with a request unless approved by the Supervisor of Public Records through a petition.
4. Prior to complying with a public records request, the RAO shall provide the requestor with a detailed estimate of any cost involved in providing a response to the request. Upon receipt of the estimated fee, the RAO shall provide the requestor with all relevant records which comply with the request.

February 9, 2022

Honorable Members of the Board,

I am a fifty year Medfield resident, local small business owner, veteran and past Commander of the American Legion Post 110. I was approached by current Commander Frank Iafolla to fill a Vine Lake Cemetery committee vacancy and join fellow Legion members Frank Iafolla and Thomas Sweeney. I'm very interested in becoming a committee member and if approved I would find it rewarding to in a small way give something back to the community.

Sincerely,


Robert Tanner
rtannlerpainting@aol.com

GRANT AGREEMENT (ARPA)

This Grant Agreement (this "Agreement") is entered into by and between Norfolk County, Massachusetts (the "County") and the Municipality listed in the application(s) attached hereto as Exhibit A (the "Grantee"), a political subdivision of The Commonwealth of Massachusetts (the "Commonwealth") located within the territorial boundaries of the County (the "Grantee").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a political subdivision of the Commonwealth located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.
- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and

delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *SAM Registration.* Grantee is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (g) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (h) *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

ARTICLE II - THE GRANT

2.1 Grant Amount The County agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, the County may agree to make and the Grantee may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.

2.2 Project and Schedule

- (a) *Grant Purpose.* Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project").
- (b) *Grant Expenditure Schedule.* The Grant will not pay any costs other than those incurred during the period from March 3, 2021 to June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). All Grant proceeds that remain unexpended as of June 30, 2024 (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly (and in any event within ten (10) business days thereafter).

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) *Executed Grant Agreement.* The County shall receive a duly executed original of this Agreement.
- (b) *Expiration of Offer.* Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

The Grantee shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all

regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

3.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.

3.4 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.6 SAM

The Grantee shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

3.7 Recordkeeping.

The Grantee shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to each Project and/or each Grant.

3.8 Single-Audit

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

- (a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grant hereunder:
 - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
 - (ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or

hereunder shall prove to have been incorrect in any material respect at the time made.

- (b) *Notice of Termination.* The County shall provide the Grantee with written notice of termination of the this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County.
- (c) *Effect of Termination.* Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Norfolk County, 614 High Street, Dedham, Massachusetts 02027-0310, Attention: Mr. John Cronin, County Director, and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the

County is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the Grantee may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein) is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.9 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

NORFOLK COUNTY, MASSACHUSETTS

By: _____

Name: John Cronin

Title: County Director

Date: _____

GRANTEE (as applicable)

TOWN OF _____, as Grantee

By a majority of its Board of Selectmen:

CITY OF _____, as Grantee

By its

Mayor/City Manager

and a majority of its City Council:

Date: _____

Date: _____

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

The Grantee shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:
 - a. The status of each Project (not started, in process, completed)
 - b. The amount of each Grant spent on the applicable Project during the quarter;
 - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
 - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
 - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti-discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
 - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)
- (b) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

EXHIBIT A

[copies of each final, approved
Application (Terms and Conditions)
to be attached]

APPLICATION (TERMS AND CONDITIONS)

For sub-award of ARPA Grant

This application is being submitted by [MUNICIPALITY], Massachusetts (the “Municipality”) for a grant in the amount of \$[GRANT AMOUNT] (the “Grant Amount”) from [Norfolk] County, Massachusetts (the “County”). If awarded, the Municipality will be required to enter into a Grant Agreement, to which this application will be attached as an Exhibit (the “Grant Agreement”).

The grant, if awarded, will be funded as a sub-award of the County’s federal State & Local Fiscal Recovery Funds (CFDA No. 21.027), as authorized under the American Rescue Plan Act (ARPA), in the total amount of \$[] identified as federal award identification number [SLFRP4442] (the “ARPA Grant”) with a federal award date of [July 21, 2021] provided by the United States Treasury (“Treasury”) to the County. The Municipality, as sub-recipient (the “Sub-recipient”) of the ARPA Grant, agrees to comply with the terms and conditions of such federal award applicable to sub-awards and sub-recipients, including the following terms and conditions:

1. Use of Funds.
 - (a) Sub-recipient understands and agrees that the funds disbursed under this sub-award may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - (b) Sub-recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.
2. Period of Performance. The period of performance for this sub-award begins on the date the Grant Agreement is executed and ends on June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024), provided that eligible uses for Grant funds may extend from March 3, 2021 to such end date.
3. Reporting. Sub-recipient agrees to cooperate fully and promptly with the County with any and all reporting obligations established by Treasury and/or the County as they relate to this award, including without limitation the reporting described in Schedule A to the Grant Agreement.
4. Maintenance of and Access to Records.
 - (a) Sub-recipient shall maintain records and financial documents sufficient to support the County’s production of evidence of compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - (b) The County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the sub-recipient, in order to conduct audits or other investigations.
 - (c) Records shall be maintained by sub-recipient for a period of seven (7) years after all funds have been expended or returned to the County, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
7. No Administrative Costs. Sub-recipient may use funds provided under this award to cover direct costs only. Indirect costs shall not be paid or reimbursed with the sub-award

8. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by sub-recipient.
9. **Conflicts of Interest.** Sub-recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient and its sub-recipients (if any) must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
10. **Compliance with Applicable Law and Regulations.**
 - (a) Sub-recipient agrees to comply with, and to fully cooperate with the County with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient also agrees to comply with, and to fully cooperate with the County with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.
 - (b) Federal regulations applicable to this sub-award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - (c) Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis

of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. **Remedial Actions.** In the event of the County's noncompliance (including without limitation as a result of the sub-recipient's non-cooperation with the County or other sub-recipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the County (and, thereby, the sub-recipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

12. **Hatch Act.** Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

13. **False Statements.** Sub-recipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

14. **Publications.** Any publications produced with funds from this sub-award must display the following language: *"This project [is being] [was] supported, in whole or in part, by federal award number [SLFRP4442] awarded to [Norfolk] County, Massachusetts by the U.S. Department of the Treasury."*

15. **Debts Owed the Federal Government.**

- (a) Any funds paid to sub-recipient (1) in excess of the amount to which sub-recipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the County or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by sub-recipient shall constitute a debt to the County and the federal government.
- (b) Any debts determined to be owed the County and the federal government must be paid promptly by the sub-recipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub-

recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The County and Treasury will take any actions available to it to collect such a debt.

16. Disclaimer.

- (a) The County expressly disclaims (and the sub-recipient understands that the United States also disclaims) any and all responsibility or liability to sub-recipient or third persons for the actions of sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this sub-award.
- (b) The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the County (or the United States) and sub-recipient.

17. Protections for Whistleblowers.

- (a) In accordance with 41 U.S.C. § 4712, sub-recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of sub-recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) Sub-recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), sub-recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), sub-recipient should encourage its employees, its sub-recipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Certifications

The representative of the Municipality submitting this Application certifies, represents and warrants as follows:

1. I am duly authorized by the Municipality to submit this Application on its behalf.
2. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting, recoupment, and indemnification).
3. I understand that award of the grant is and will remain subject to the availability of funds to make the grant. The County is not and will not be obligated to fund the grant from any funds other than proceeds of the ARPA Grant that are actually received by the County.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, county, local or non-governmental).
5. As part of this Application, I have provided the reports associated with the Municipality's most recently completed independent audit (e.g. financial statements, management letter, "Yellow Book" report, and Single Audit (if applicable)) and that if the grant is awarded, the Municipality will provide such reports each year through the closeout (as defined in 2 C.F.R. Section 200.344) of the grant
6. Notices to the Municipality shall be in writing and addressed to [MUNICIPALITY CONTACT INFORMATION] and notices to the County shall in writing and delivered to [Norfolk County, 614 High Street, Dedham, Massachusetts 02027-0310, Attention: Mr. John Cronin, County Director], or to such other address as either party shall provide to the other in writing. The Applicant is responsible for notifying Norfolk County for any changes to the contact information.
7. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the grant or the project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
8. The Municipality is registered with the System for Award Management ("SAM") and I confirm that the name of the Municipality and the Data Universal Numbering System (DUNS) number provided with this Application are correct and consistent with the name and number appearing in the SAM. Furthermore, the Applicant will maintain an active SAM registration at all times it has an active federal award or application for federal award in process.
9. All information provided to the County in connection with this Application (including without limitation the information entered into the County's online portal) is true, accurate and complete in all material respects as of and on the date hereof.



Fios® TV Programming Change

Effective immediately, WUNI Grit TV (channel 486) has changed to WUNI Court TV, featuring live gavel-to-gavel coverage, in-depth legal reporting and expert analysis of important and compelling trials. This is a provider-driven change.



February 7, 2022

Via UPS

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

Dear Chairman and Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of its Form 500 for YE2021. The Form 500 contains information on customer video service related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

Any written or verbal contact with a cable operator in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator's control, and (2) requires a corrective measure on the part of the operator.

Comcast also has provided a copy of the enclosed Form 500 to the Department of Telecommunications and Cable.

Please do not hesitate to contact me at patrick_shearns@comcast.com should you have any questions.

Very truly yours,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government Affairs

cc: Department of Telecommunications and Cable



Form 500 Complaint Data

Code Key: Avg. Resolution Time

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Code Key: Manner of Resolution

A. Resolved to the satisfaction of both parties.
B. Resolved, customer dissatisfied. C. Not Resolved.

Town MEDFIELD

Year 2021

Subscribers 1497

Advertising/Marketing	
Appointment Service Call	
Billing	
Customer Service	
Equipment	
Installation	
Other	Programming
Other	Damage
Reception	
Service Interruption	

Total Complaints	Avg Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
		A.	B.	C.
0	2			
0	2			
2	5			
1	5			
4	2			
0	2	2	0	0
0	2			
0	2			
0	2			
10	2	10	0	0

Form 500 Service Interruption Data

Code Key: Duration of Service Interruption

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Town	Medfield	Year	2021	Subscribers	1497
Date of Service Interruption				Duration of Service Interruption (see Code Key above)	
	Medfield		7/25/2021 2:40:00 PM		1
	Medfield		2/14/2021 11:09:00 PM		1
	Medfield		10/10/2021 10:12:00 AM		1
	Medfield		9/29/2021 10:01:00 AM		1
	Medfield		7/25/2021 2:50:00 PM		1
	Medfield		6/21/2021 6:35:00 PM		1
	Medfield		3/1/2021 10:50:00 PM		1
	Medfield		2/5/2021 2:27:00 AM		1
	Medfield		2/4/2021 11:52:00 PM		1
	Medfield		6/13/2021 5:33:00 AM		1
	Medfield		3/11/2021 5:28:00 PM		1
	Medfield		8/30/2021 4:37:00 PM		1