

THE ROSEBAY AT MEDFIELD

Medfield, Massachusetts

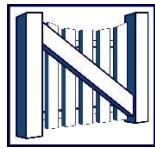


A NewGate Housing Community

Application for Project Eligibility

August 1, 2024

Rosebay at Medfield Limited Partnership



NEWGATE HOUSING
Opening Opportunities

August 1, 2024

Via Email

Rebecca Frawley Wachtel
Executive Office of Housing and Livable Communities
100 Cambridge St., Suite 300
Boston, MA 02114

**Re: *The Rosebay at Medfield*
Application for Project Eligibility**

Dear Ms. Frawley Wachtel:

On behalf of Rosebay at Medfield Limited Partnership, I am pleased to submit this new application for Project Eligibility pursuant to 760 CMR 56.04 for ***The Rosebay at Medfield***. A check made payable to Massachusetts Housing Partnership Fund in the amount of \$4,750, in payment of the application fee will be sent to EOHLIC separately by mail.

This new development is proposed as 45 units of rental housing restricted to residents age 62 and over. All 45 of the apartment homes in The Rosebay are proposed to be affordable to senior residents as described below. The development site is a portion of the Medfield Housing Authority (“MHA”) property in Medfield, Massachusetts, for which MHA has granted the applicant an option to enter into a Ground Lease, as described below. MHA has also entered into a Master Development Agreement with NewGate Housing LLC (“NewGate”) for the proposed development.

An Executive Summary of the proposed development is enclosed at Attachment 1 (the “Executive Summary”). A preliminary development pro forma on the One Stop Affordable Housing Finance Application form is provided at Attachment 2 (the “One Stop”). A set of 11” x 17” conceptual design plans and drawings is provided at Attachment 3 (the “Plans”). In addition, the following information, including the information contained in attachments, is provided pursuant to the requirements of 760 CMR 56.04:

- (a) Name and Address of Applicant.** The name of the applicant is Rosebay at Medfield Limited Partnership, the owner of the proposed development. The applicant's address is 61 Blueberry Lane, Westwood, Massachusetts 02090. NewGate will serve as the Managing Developer, and ADC Communities of Massachusetts, LLC (an affiliate of Walker & Dunlop) is expected to serve as the Co-Developer.
- (b) Address of Site and Site Description.** The Rosebay at Medfield will be located on the vacant southwest portion of the MHA property located at 30 Pound Street in Medfield, Massachusetts. The proposed lot lines of the new lot to be created for the development site, and the proposed site layout, are shown in the Plans. A narrative description of the site location and proposed layout is included in the Executive Summary.
- (c) Locus Map.** A locus map identifying the development site within a plan of the neighborhood is provided at Attachment 4. The locus of the site is also shown in an aerial photograph provided on the title sheet (T-1) to the Plans. Photographs of the surrounding buildings and features that provide an understanding of the physical context of the site are provided at Attachment 5.
- (d) Table of Proposed Buildings.** The title sheet (T-1) to the Plans includes a tabulation of proposed buildings with the approximate number and size (number of bedrooms and floor area) of the housing units proposed. An enlarged reproduction of the tabulation is provided at Attachment 6. All of the units in the proposed development will be rental apartment homes.
- (e) Housing Program.** We are seeking the determination of Project Eligibility under low or moderate income housing programs available through EOHLC, including the federal Low Income Housing Tax Credit program, Massachusetts' state Low Income Housing Credit program, the HOME Investment Partnerships program, the Affordable Housing Trust Fund program, and the Housing Stabilization Fund program. Pro forma development and operating budgets for the proposed development are included in the One Stop.
- (f) Project Details.** Our current proposal is substantially the same as the original proposal for The Rosebay at Medfield for which we received a Project Eligibility Letter dated December 31, 2018. The Rosebay has always been proposed as a community of 45 apartment homes, all of which are proposed as affordable to low and moderate income households for seniors age 62 and older. As a rental property, ***all 45 of the units would count toward Medfield's 10% affordable housing requirement under Chapter 40B***—regardless of the percentage of units in the development ultimately restricted as affordable. Moreover, these units are expected to help Medfield achieve the 10% affordable threshold.

The income eligibility standards for the affordable units will be determined by the housing programs under which we seek funding. Under the Low Income Housing Tax Credit program, these units would be affordable to households earning 60% or less of the area median income and would remain subject to those affordability restrictions for a minimum of 30 years. As an age-restricted community, at least 20% of the units in the proposed development would be restricted for Extremely Low Income (ELI) residents.

NewGate proposes to offer a supportive services program similar to the programs offered at its previously proposed developments. The developer has had discussions with HESSCO, the Aging Services Access Provider (ASAP) and Area Agency on Aging (AAA) covering Medfield, as well as with the Executive Director of the Medfield Council on Aging regarding the organization and coordination of a services program. We anticipate that HESSCO would coordinate a comprehensive program incorporating services provided by and through HESSCO, the Council on Aging, and the property's management agent. A letter from HESSCO indicating its support for the proposed development and its interest in collaborating on a supportive services program for The Rosebay is provided at Attachment 7.

The applicant is a Massachusetts limited partnership and will satisfy the requirements to qualify as a limited dividend organization. Additional project details are provided in the Executive Summary, the One Stops, the Plans, and other attachments.

- (g) Conceptual Design Drawings.** As noted above, the Plans (which include site plans and exterior elevations of the proposed buildings) are provided at Attachment 3. The Plans are the same as the last set submitted to the Town of Medfield Zoning Board of Appeals during the hearing of our previous proposal for The Rosebay at Medfield. Summaries showing the approximate number of parking spaces, the ratio of parking spaces to housing units, and the approximate percentage of the development site that would be occupied by buildings, by parking and other paved vehicular areas, and by open areas is provided at Attachment 8.
- (h) Narrative Description.** A narrative description of the approach to building massing, the relationships to adjacent properties, and the exterior proposed building materials is included in the Executive Summary.
- (i) Table of Zoning and Waivers.** A table setting forth a comparison of existing zoning requirements applicable to the proposed development and the development site and waivers requested from those requirements for the proposed development is provided at Attachment 9.
- (j) Site Control.** Rosebay at Medfield Limited Partnership currently controls the development site under an Agreement for Option to Lease Real Estate. A copy of the agreement evidencing site control is provided at Attachment 10.

The Rosebay at Medfield continues NewGate's commitment to addressing the need for affordable housing in Massachusetts. This new construction suburban development will provide a safe, clean, and vibrant residential neighborhood of high-quality affordable homes for seniors in Medfield. The proposed development will help the Town of Medfield meet its affordable housing goals and Chapter 40B requirements with a well-located community developed by an experienced and reputable developer based in Massachusetts. The Rosebay will also help Medfield maintain its plan for affordable housing production established under the Medfield Housing Production Plan (HPP) approved by EOHLIC. After construction, this community will be operated by an experienced multifamily property management agent that is responsive to the needs of its residents.

We are providing a copy of this application to the Chief Executive Officer of Medfield. We look forward to working in a positive and cooperative manner with the Town of Medfield and EOHLIC on this promising development. Please do not hesitate to call us if you have any questions regarding The Rosebay at Medfield.

Yours truly,

NEWGATE HOUSING LLC
By: NGH Manager LLC, its Manager

By: 
Brian J. McMillin, President

Enclosures

cc (by email):

Candace Avery, Medfield Housing Authority
Michael Marcucci, Medfield Affordable Housing Trust
E. Franklin Miller, Executive Office of Housing and Livable Communities
Eileen Murphy, Medfield Select Board
Stephen M. Nolan, Nolan Sheehan Patten LLP
Catherine Racer, Executive Office of Housing and Livable Communities (w/o enc.)
Kristine Trierweiler, Medfield Town Administrator

Attachment 1

EXECUTIVE SUMMARY



THE ROSEBAY AT MEDFIELD

Medfield, Massachusetts

A NEWGATE HOUSING COMMUNITY

EXECUTIVE SUMMARY

NewGate Housing's proposed development of *The Rosebay at Medfield* builds upon our commitment to creating high quality neighborhood environments for working people and older adults in suburban Massachusetts communities. This new rental community will help alleviate the shortage of affordable rental housing for older adults in Medfield.

Description of Proposed Development

The proposed development comprises 45 apartment homes in a single residential building. Of the 45 apartments, 41 are proposed as one-bedroom/one-bath units, and four are proposed as two-bedroom/two-bath units. The proposed development will be age-restricted (62+) and all of the units will be eligible to be counted on Medfield's Subsidized Housing Inventory (SHI) for purposes of Chapter 40B. Moreover, the units in this new development are expected to allow Medfield to achieve its long-term goal of 10% affordable housing under Chapter 40B.

In addition to residential units, the building is also expected to house a community center "Club Room" for residents, a fitness center, a library and computer center, a leasing and management office, a dedicated supportive services office and consultation center, a laundry facility, mail and package facilities, and a maintenance facility. The proposed development has been designed with trash/recycling facilities; outdoor recreation amenities such as picnic areas, community gardens, and a rooftop garden deck; and related parking, utilities, infrastructure, and landscaping improvements.

Site Location and Neighborhood

The land available for the proposed development is an ideal location for a new multifamily community for older adults. The development site is roughly $2.5\pm$ acres of undeveloped vacant land located on the Medfield Housing Authority property on Pound Street in Medfield, next to the existing Tilden Village public housing community for seniors and disabled residents. The site is also immediately adjacent to the Medfield High School/Middle School complex and about a quarter of a mile from Medfield Center. The applicant has site control over the proposed site pursuant to an option to lease the proposed site from the MHA.

The surrounding neighborhood includes a mix of uses including residential, educational (the school complex), and open space/recreational (also the school complex). The larger neighborhood includes Medfield Center roughly a quarter of a mile from the site. At this site, the proposed development will be conveniently located for access to community events, emergency services, health care providers, grocery stores, pharmacies, retail centers, banks, parks, and recreational areas, the Medfield Library, Medfield Housing Authority offices, and churches of a number of denominations.

The site is relatively level and public water, the municipal sewer system, and other utility connections are available along the Pound Street frontage. The site is not located within a mapped floodplain, wetland area or wetland buffer zone, or any zone identified as a rare or endangered species habitat. It is not in a historic district, does not contain any historic structures, and is not known to have any archeological or historical significance. Furthermore, no oil, hazardous materials or other “Recognized Environmental Conditions” have been found to be present on the site.

Design

NewGate Housing is committed to using high quality design, durable building materials, and sound construction methods in all NewGate communities. The design for the proposed development will be based on a tested design similar to those employed by NewGate’s architect in other successful Massachusetts properties that were completed using LIHTC financing, including The Parc at Medfield and Lydia Square Apartments. The design incorporates traditional New England architectural treatments into a three-story “garden style” apartment building. To enhance the building’s visual interest, a variety of exterior building materials and textures have been incorporated into the exterior design. A varied roofline and articulated facades further reduce the visual impact of the building on surrounding uses.

For the proposed development, enhancements to the design have been added to accommodate the needs of older adult residents. For example, an elevator will serve all floors to enhance accessibility. The building also has dedicated space for the community’s supportive services program. In addition, all residents will be able to access the supportive services program office, the leasing and management office, and the interior amenity spaces without leaving the building (a particularly welcome design feature for older adults during winter months and in inclement New England weather). Similarly, the design provides for unit entrances from an interior center corridor instead of from exterior entrances, which allows the senior residents to visit each other without leaving heated and air-conditioned space. Finally, we have provided for the disposal of trash and recyclables on every floor of the building, alleviating the burden on residents to transport their refuse long distances or outside in the elements.

To minimize the visual impact of the building on surrounding residential properties and address any other concerns about massing, the site plan layout orients the building closest to the High School/Middle School complex and Tilden Village sides of the site. The property will be tastefully landscaped, with special attention given to screens of natural vegetation and meeting the standards for neighborhood aesthetics. In addition to landscape buffers, fencing will be utilized where appropriate to help screen the property from neighboring homes. The proposed development will meet green building standards and embody the principles of sustainable development, visitability, and universal design.

Community Overview

Upon completion, the proposed development will provide a wealth of modern conveniences and amenities in a clean, well-maintained neighborhood that will help promote a sense of community among its residents. Residents will have access to a beautifully designed community center featuring a multifunction “Club Room” with a fireplace will serve as the focal point for social functions such as holiday parties, for residents’ casual gatherings, and for activities coordinated under the supportive services program. Realizing the importance of maintaining a healthy, active, and connected lifestyle for older adults, amenities will include a fully-equipped fitness center and a library and computer center. The developer would also expect to coordinate with HESSCO, which is the local Aging Services Access Provider (ASAP) for Medfield, the Medfield Council on Aging, and other area supportive services vendors, in a multilayered approach that will ensure that the residents of this new community benefit from a full array of services and activities designed around the needs of older adults.

This new community is expected offer its residents a wide array of services and amenities, which may include the following:

- ❑ Fully Equipped Fitness Center
- ❑ Library and Computer Center
- ❑ Wood Cabinetry
- ❑ Energy Star Appliances
- ❑ Hardwood-style or Ceramic Tile Floors
- ❑ Contemporary 2” Wood-like Blinds
- ❑ Elevator Serving All Floors
- ❑ Community Gardens
- ❑ Walk-In Closet/Storage
- ❑ Energy-Efficient HVAC
- ❑ Green Building Design
- ❑ 24-hour Emergency Maintenance
- ❑ Decorator Designed Kitchens
- ❑ Rooftop Terrace Garden Deck
- ❑ Coordinated Senior Services Program and Dedicated Senior Services Office

The proposed development is designed to foster a vibrant neighborhood-oriented community that will accommodate the busy lives of its older adult residents.

Financing

Financing for the proposed development is expected to be provided from several sources. The developer anticipates that it will apply for funding from sources including conventional construction and permanent mortgage loans, state and federal low-income housing tax credits, HOME funds, Affordable Housing Trust funds, and Housing Stabilization Funds. The developer also expects to apply for Project Based Section 8 Rental Assistance to provide rent subsidies for eight of these senior households.

Development Team

NewGate Housing LLC will serve as the Managing Developer for the proposed development. NewGate is a real estate firm engaged in the acquisition and development of multifamily properties, with a specialty in financing the development of affordable housing using Low Income Housing Tax Credits (LIHTC). NewGate's successful developments include Lydia Square Apartments, a 44-unit community for seniors in Rockland, Massachusetts, and Foxmeadow Farm a 50-unit market-rate property in Foxboro, Massachusetts. Prior to founding NewGate Housing, its principal, Brian J. McMillin, served as Vice President—Northeast for The Gatehouse Group LLC, and in that capacity was responsible for the development of multifamily housing communities in Massachusetts, including The Parc at Medfield. The properties developed for Gatehouse were all financed and constructed in multiple phases, for a total of seven project-phases, which combined now provide a total of 368 homes. Before beginning his multifamily development career with Gatehouse, Mr. McMillin was an attorney at Nixon Peabody LLP, a firm with a preeminent housing practice and a distinguished history in the affordable housing and tax credit industries. All of the members of the team of architectural and engineering professionals organized by NewGate Housing for the proposed development worked with Mr. McMillin on prior developments, including The Parc at Medfield.

ADC Communities of Massachusetts, LLC will serve as the Co-Developer of the proposed development. ADC Communities is an affiliate of The Alliant Company and Alliant Capital, Ltd., and a subsidiary of Walker & Dunlop, a publicly traded company. The Alliant Company has co-developed over 30 properties in New York and Massachusetts with Omni New York, and its affiliate, Alliant Capital, Ltd. has co-developed four properties with AVS Communities, LLC in the State of Washington. Alliant Capital, Ltd. is one of the leading national providers of affordable housing equity solutions, having sponsored the construction and rehab of over 72,000 units, and raised over \$6 billion in investor equity.

Attachment 2

ONE STOP

Section 1

PROJECT DESCRIPTION

Name and Address of Project																																														
1 . Project Name:	The Rosebay at Medfield																																													
1a . Application Completed By:	NewGate Housing LLC																																													
1b . Original Application Date:	6/27/24	Application Revision Date:																																												
2 . Project Address:	30 Pound Street																																													
3 . Neighborhood																																														
4 . City/ Town	Medfield	MA 02052 (state) (zip code)																																												
5 . County	NORFOLK																																													
6 . <input type="checkbox"/> Scattered sites																																														
7 . Is this a qualified census tract?	No	Enter a census tract <input type="text"/>																																												
8 . Difficult to develop area	Yes	QCT information last updated on: 6/27/2024																																												
Designated as DDA by DHCD as permitted by HERA (see 2023-2024 QAP).																																														
Development Plan																																														
9 . Development Type (Please check all that apply.)																																														
<input type="checkbox"/> Yes	New construction																																													
<input type="checkbox"/> No	Acquisition, substantial rehab of existing housing																																													
<input type="checkbox"/> No	Acquisition, moderate rehab of existing housing																																													
<input type="checkbox"/> No	Acquisition, minimal or no rehab of existing housing																																													
<input type="checkbox"/> No	Adaptive re-use of non-residential structure																																													
10 . Proposed Housing Type	Rental (except SRO or Assisted Living, see below)																																													
11 . Project Description:	Number of buildings:	<input type="text" value="1"/>																																												
<p>The Rosebay at Medfield is proposed as affordable housing for seniors (62+). The proposed development will comprise 41 one bedroom/one bath, and 4 two bedroom/two bath units, for a total of 45 units in one residential building. It is expected to include a community center, a library and computer center, a fitness center, a common laundry facility, a maintenance facility, trash/recycling centers on each floor, an elevator serving all floors, a leasing and management office, and a dedicated office/consultation space for a supportive services program and its coordinators and providers. Related parking, amenities, infrastructure, and other facilities would be completed as part of the proposed development. The development site will be a lot of approximately 2.4± acres to be created by dividing the existing Medfield Housing Authority ("MHA") property in Medfield.</p>																																														
12 . Development Schedule:	<table border="1" style="border-collapse: collapse; width: 100px;"> <thead> <tr> <th></th> <th style="text-align: center;">Original</th> <th style="text-align: center;">Revised</th> <th style="text-align: center;">Optional user comments</th> </tr> </thead> <tbody> <tr> <td>Application Date</td> <td style="text-align: center;">6/27/24</td> <td></td> <td></td> </tr> <tr> <td>Construction Loan Closing</td> <td style="text-align: center;">1/1/27</td> <td></td> <td></td> </tr> <tr> <td>Initial Loan Closing (MHFA only)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Construction Start</td> <td style="text-align: center;">2/1/27</td> <td></td> <td></td> </tr> <tr> <td>50% Construction Completion</td> <td style="text-align: center;">10/1/27</td> <td></td> <td></td> </tr> <tr> <td>Construction Completion</td> <td style="text-align: center;">6/1/27</td> <td></td> <td></td> </tr> <tr> <td>First Certificate of Occupancy</td> <td style="text-align: center;">6/1/27</td> <td></td> <td></td> </tr> <tr> <td>Final Certificate of Occupancy</td> <td style="text-align: center;">6/1/27</td> <td></td> <td></td> </tr> <tr> <td>Sustained Occupancy</td> <td style="text-align: center;">2/1/27</td> <td></td> <td></td> </tr> <tr> <td>Permanent Loan Closing</td> <td style="text-align: center;">6/1/27</td> <td></td> <td></td> </tr> </tbody> </table>		Original	Revised	Optional user comments	Application Date	6/27/24			Construction Loan Closing	1/1/27			Initial Loan Closing (MHFA only)				Construction Start	2/1/27			50% Construction Completion	10/1/27			Construction Completion	6/1/27			First Certificate of Occupancy	6/1/27			Final Certificate of Occupancy	6/1/27			Sustained Occupancy	2/1/27			Permanent Loan Closing	6/1/27			
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The Rosebay at Medfield

Application Date: 6/27/24

#VALUE!

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13 . Unit Mix:

SRO	Low-Income Rental Assisted	Low-Income below 50%	Low-Income below 60%	Other Income 30%	Market Rate	Total Units
0 bedroom						0
1 bedroom	7		33	1		41
2 bedrooms	1		3			4
3 bedrooms						0
4 bedrooms						0
Total Units	8	0	36	1	0	45
Home Units*						0

*HOME units included in the above totals. Other Income=Below 30% of median income

14 . Unit Size in square feet:

SRO	Low-Income Rental Assisted	Low-Income below 50%	Low-Income below 60%	Other Income 30%	Market Rate	Average All Incomes
0 bedroom						N/A
1 bedroom	660.0		660.0	660.0		660
2 bedrooms	955.0		955.0			955
3 bedrooms						N/A
4 bedrooms						N/A

15 . Number of bathrooms in each unit:

SRO	Low-Income Rental Assisted	Low-Income below 50%	Low-Income below 60%	Other Income 30%	Market Rate	Average All Incomes
0 bedroom						N/A
1 bedroom	1.0		1.0	1.0		1.0
2 bedrooms	2.0		2.0			2.0
3 bedrooms						N/A
4 bedrooms						N/A

16 . Funding Applied For:

Please check all the funding that is being applied for at this time, with this application:

DHCD Tax Credit Allocation	<input type="checkbox"/> Yes
Category	<input type="checkbox"/> Federal
Category	<input type="checkbox"/> State
HOME Funding through DHCD	<input type="checkbox"/> Yes
Massachusetts Housing Finance Agency (select all that apply):	
Official Action Status	<input type="checkbox"/> No
Construction Financing/Bridge Financing.....	<input type="checkbox"/> No
Permanent Financing	<input type="checkbox"/> No
Massachusetts Housing Partnership (MHP) Fund:	
Permanent Rental Financing Program	<input type="checkbox"/> No
Massachusetts Housing Investment Corporation (select all that apply):	
Debt Financing	<input type="checkbox"/> No
Tax Credit Equity Investment	<input type="checkbox"/> No
Boston Department of Neighborhood Development (DND):	
Other	<input type="checkbox"/> Yes
Other	<input type="checkbox"/> AHTF
Other	<input type="checkbox"/> HSF
Other	<input type="checkbox"/> No
Financing from MassDevelopment	

17 . Number of buildings planned	<i>Total</i>	<i>New Construction</i>	<i>Rehabilitation</i>		
a. Single-Family	0				
b. 2-4 Family	0				
c. Townhouse	0				
d. Low/Mid rise	1	1			
e. High-rise	0				
f. Other	0				
TOTAL	1	1	0		
18 . Number of units:	45	45			
19 . Gross Square Footage					
a. Residential	51,580	51,580			
b. Commercial	-				
20 . Net Rentable Square Footage:	<i>Total</i>	<i>Percent of Gross</i>			
a. Residential	30,880	s.f.	60%		
b. Commercial		s.f.	N/A		
21 . Number of handicapped accessible units	3	Percent of total	7%		
22 . Fire Code Type	Wood frame				
23 . Will building(s) include elevators?	Yes	How many?	1		
24 . Are the following provided with the housing units:		Gas or electric?			
a. Range?	Yes				
b. Refrigerator?	Yes				
c. Microwave?	Yes				
d. Dishwasher?	Yes				
e. Disposal?	Yes				
f. Washer/Dryer Hookup?	Yes				
g. Washer & Dryer?	No				
h. Wall-to-wall Carpet?	No				
i. Window Air Conditioner?	No				
j. Central Air Conditioning?	Yes				
25 . Are the following included in the rent:		<i>Optional user comments</i>			
a. Heat?	Yes				
b. Domestic Electricity?	No				
c. Cooking Fuel?	No				
d. Hot Water?	Yes				
e. Central A/C, if any?	No				
26 . Type of heating fuel:	Gas				
27 . Total no. of parking spaces:	57	Outdoor:	57	Enclosed:	
*12 additional future spaces are provided and can be added as needed.					
28 . Number of parking spaces exclusively for the use of tenants:					
a. Residential	Total: 0	Outdoor:		Enclosed:	
b. Commercial	Total: 0	Outdoor:		Enclosed:	

29 . Will rehabilitation require the relocation of existing tenants? Not applicable

30 . Scope of rehabilitation: Please describe the following (or type N/A).

a. Major systems to be replaced:

Not applicable

b. Substandard conditions and structural deficiencies to be repaired:

Not applicable

c. Special features/adaptations for special needs clients to be housed:

Not applicable

31 . Are energy conservation materials in excess of the Building Code?

a. Insulation Yes *R-Value or type?*
 b. Windows No
 c. Heating system No

Information On Site And Existing Buildings

	<i>Square Feet</i>	<i>Acres</i>
32 . Size of Site:	<input type="checkbox"/> 109,700	<input type="checkbox"/> 2.52
33 . Wetlands area:	<input type="checkbox"/> N/A	
34 . Buildable area:	<input type="checkbox"/>	

Existing Conditions:

35 . What is the present use of the property? Vacant land on a portion of public housing property
 36 . Number of existing structures: -
 37 . Gross s.f. of existing structures: 51,580

38 . If rehabilitation:

a. Number of existing residential units/bedrooms:
 b. Number of units/bedrooms currently occupied:

number of units	num. of bedrooms
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

39 . If site includes commercial space:

a. Square footage of existing commercial space:
 b. Square footage currently occupied:

<input type="checkbox"/>	square feet
<input type="checkbox"/>	square feet

40 . What are the surrounding land uses?

Public housing (elderly/disabled), educational (High School/Middle School complex), and residential.

Utilities:

41 . Are the following utilities available on the site:

a. Sanitary sewer? Yes
 b. Storm sewer? Yes
 c. Public water? Yes
 d. Electricity? Yes
 e. Gas? Yes

If any of the above are not available, is plan attached explaining how such service will be extended to the site? N/A

Zoning:

Please include information on the property zoning in Exhibit 3. This should include a zoning map, highlighting any special use or dimensional restrictions on the property. If the present zoning does not allow for the proposed use, please explain current status and how approvals will be obtained.

42 . Does the present zoning allow the proposed development? Yes No

43 . Have you applied for a zoning variance, change, special permit or subdivision? Yes No

44 . Do you anticipate applying for a comprehensive permit under Chapter 774? Yes No

Site Control:

45 . What form of site control do you have?

Include copies of the appropriate site control documents as part of Exhibit 4.

46 . Please provide details about your site control agreement.

a. Name of Seller:	Medfield Housing Authority (Ground Lease Optionor)
b. Principals of seller corporation:	Board of Commissioners and Executive Director, Candace Loewen
c. Type of Agreement:	Ground Lease Option
d. Agreement Date:	6/20/24
e. Expiration Date:	Variable
f. Purchase price if under agreement:	\$200,000 <i>(Ground Lease Payment)</i>
g. Is there any identity of interest between buyer and seller?	<input type="text"/>

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

48 . Are there any outstanding liens on the property?

Amenities and Services:

49 . Please indicate distance from site and locate on city/town map (Exhibit 1). *(Approximate)*

	<i>Distance</i>
a. Shopping facilities	1/4
b. Schools	1/10
c. Hospitals	5
d. Parks and recreational facilities	1/8
e. Police station	2/3
f. Fire station	2/3
g. Public transportation	3 1/2
h. Houses of worship	1/4
i. City/Town Hall	1/3

Environmental Information

50 . Is there any evidence of underground storage tanks or releases of oil or hazardous materials, including hazardous wastes, on the site or within close proximity to the site? No

51 . Has a Chapter 21E assessment been performed? Yes
Please include a copy as Exhibit 2

52 . Does the project consist of either: (a) new construction of more than 100 units; or (b) substantial rehabilitation of more than 200 units, or where more than 10% new floor space is added? No

53 . Does the building require lead paint abatement? No

54 . Does the building require asbestos abatement? No

55 . Do radon tests show radon levels exceeding four picocuries/liter? No
**Radon to be tested at construction completion.*

56 . Is there any evidence that the premises are insulated with urea formaldehyde foam (UFFI)? No

57 . Is the site located in an historic district, or contain buildings listed or eligible for listing in the State Register of Historic Places? No

58 . Are there any above ground storage containers with flammable or explosive petroleum products or chemicals within 1/2 mile of the site? No

59 . Is the site located in a floodplain or wetlands area? No

60 . Does the site contain endangered animal or plant species? No

61 . Is the site subject to noise impact from jet airports within five miles, major highways within 1,000 feet, or rail traffic within 3,000 feet? Yes

Section 2

DEVELOPMENT TEAM SUMMARY

62 . Developer/Sponsor Type

Limited dividend partnership
<i>(Owner Applicant)</i>

63 . Developer/Sponsor:

Form of Legal Entity

Limited liability company

Legal Name

NewGate Housing LLC (Managing Developer)

Address

61 Blueberry Lane

Contact Person

Westwood, MA 02090

E-mail

Brian J. McMillin, Pres.

(617) 571-6404

bmcmillin@newgatehousing.com**64 . Owner/Mortgagor:**

Legal Name

Rosebay at Medfield Limited Partnership

Address

c/o NewGate Housing LLC

Has this entity already been formed?

61 Blueberry Lane

Principals

Yes

Soc. Sec. or Tax ID #

Principals

Brian J. McMillin

Contact Person

Brian J. McMillin

Telephone No. / Fax. No.

(617) 571-6404

E-mail

bmcmillin@newgatehousing.com**65 . General Partner:**

Legal Name

Rosebay at Medfield LLC

Address

c/o NewGate Housing LLC

Has this entity already been formed?

61 Blueberry Lane

Principal (if corporate)

Yes

Soc. Sec. or Tax ID #

Contact Person

Brian J. McMillin

% of Ownership

Brian J. McMillin

Telephone No. / Fax. No.

(617) 571-6404

E-mail

bmcmillin@newgatehousing.com**66 . General Partner:**

Legal Name

Address

Has this entity already been formed?

Principal (if corporate)

Contact Person

% of Ownership

Telephone No. / Fax. No.

E-mail

67 . Development Consultant:

Legal Name	N/A
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

68 . Contractor:

Name	TBD
Address	
Fed Tax ID #	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

69 . Architect:

Name	VMY Architects LLC
Address	200 Reservoir Street, Suite 101
Contact Person	Needham, MA 02494
Telephone No. / Fax. No.	Marquis G. "Mark" Major
E-mail	(617) 597-1900
	mark@vmyarchitects.com

70 . Management Agent:

Name	TBD
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

71 . Attorney (Real Estate):

Name	Nolan Sheehan Patten LLP
Address	84 State Street, Suite 940
Contact Person	Boston, MA 02109
Telephone No. / Fax. No.	Stephen M. Nolan, Esq.
E-mail	(617) 491-3171
	nolan@nspllp.com

72 . Attorney (Tax):

Name	Nolan Sheehan Patten LLP
Address	84 State Street, Suite 940
Contact Person	Boston, MA 02109
Telephone No. / Fax. No.	Stephen M. Nolan, Esq.
E-mail	(617) 491-3171
	nolan@nspllp.com

73 . Syndicator:

Name	TBD
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

74 . **Guarantor:**

Name	
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

75 . **Service Provider or Coordinator:**

Name	HESSCO (anticipated)
Address	One Merchant Street
	Sharon, MA 02067
Contact Person	Sheryl Leary
Telephone No. / Fax. No.	(781) 784-4944
E-mail	sleary@hessco.org

76 . **Marketing Agent:**

Name	TBD
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

77 . **Co-Developer**

<i>Other role</i>	Name	ADC Communities of Massachusetts, LLC
	Address	26050 Mureau Road, Suite 200
	Contact Person	Calabasas, CA 91302
	Telephone No. / Fax. No.	Rose Basharzad
	E-mail	(818) 449-5805
		rbasharzad@walkerdunlop.com

78 .

<i>Other role</i>	Name	
	Address	
	Contact Person	
	Telephone No. / Fax. No.	
	E-mail	

79 . Is there any identity of interest between any members of the development team?

Yes

The Managing Developer is an affiliate of the General Partner and the Owner.

80 . Please describe the relationship of the development entity to sponsoring organizations. Is the entity newly-formed or to-be-formed? Is it a single-purpose corporation? How will the parent corporation provide support to this entity? Include an organizational chart showing other affiliates of the parent corporation, as appropriate, and principals of each.

The Managing Developer is an affiliate of the Owner. Neither the Managing Developer nor the Co-Developer is a single-purpose entity. The Owner is a single-purpose entity formed for the development of The Rosebay at Medfield.

Section 3

SOURCES AND USES OF FUNDS

Sources of Funds

Private Equity:

81 . Developer's Cash Equity	\$
82 . Tax Credit Equity (net amount) <i>(See line 360, Section 5, page 18.)</i>	\$9,499,050
83 . Developer's Fee/Overhead, Contributed or Loaned	\$403,523
84 . Other Source:	\$0

Optional user calculations

Public Equity:

85 . HOME Funds, as Grant		
86 . Grant:	Medfield Housing Trust	\$25,000
87 . Grant:		\$
88 . Total Public Equity		\$25,000

Subordinate Debt (see definition):

89 . Home Funds-DHCD, as Subordinate Debt	\$715,000	0.00%	yrs.	30
Source:				
90 . Home Funds-Local, as Subordinate Debt		%	yrs.	
Source:				
91 . Subordinate Debt	\$5,625,000	0.00%	yrs.	40
Source: State Tax Credit Equity Loan				
92 . Subordinate Debt	\$3,500,000	0.00%	yrs.	30
Source: AHTF				
93 . Subordinate Debt	\$1,000,000	0.00%	yrs.	50
Source: HSF				
94 . Total Subordinate Debt	\$10,840,000			

Permanent Debt (Senior):

95 . MHFA	MHFA Program 1	\$	%	%	yrs.	yrs.	%
96 . MHFA	MHFA Program 2	\$	%	%	yrs.	yrs.	%
97 . MHP Fund Permanent Loan	\$1,250,000		7.50%			30.00	20.00 %
98 . Other Permanent Senior Mortgage	\$	%			yrs.	yrs.	%
Source:							
99 . Other Permanent Senior Mortgage	\$	%			yrs.	yrs.	%
Source:							

100 . Total Permanent Senior Debt	\$1,250,000
--	--------------------

101 . Total Permanent Sources	\$22,017,573
--------------------------------------	---------------------

Construction Period Financing:

102 . Construction Loan	\$13,925,000	8.00%	30.0
Source:	TBD		
Repaid at:	Conversion to Permanent Loan	(event)	
103 . Other Interim Loan	\$0	%	mos.
Source:			
Repaid at:		(event)	
104 . Syndication Bridge Loan	\$0	%	mos.
Source:			
Repaid at:		(event)	

Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

Direct Construction:

105 . Who prepared the estimates? Name _____

Signature _____

106 . Basis for estimates?

DV	Trade Item	Amount	Description
107 .	3 Concrete	\$467,897	
108 .	4 Masonry	\$27,613	
109 .	5 Metals	\$36,818	
110 .	6 Rough Carpentry	\$1,405,227	
111 .	6 Finish Carpentry	\$5,597	
112 .	7 Waterproofing	\$405,000	
113 .	7 Insulation	\$148,807	
114 .	7 Roofing	\$230,114	
115 .	7 Sheet Metal and Flashing	\$9,972	
116 .	7 Exterior Siding	\$509,318	
117 .	8 Doors	\$214,773	
118 .	8 Windows	\$141,136	
119 .	8 Glass	\$0	
120 .	9 Lath & Plaster	\$831,477	
121 .	9 Drywall	\$107,387	
122 .	9 Tile Work	\$0	
123 .	9 Acoustical	\$202,501	
124 .	9 Wood Flooring	\$47,556	Wood-like vinyl plank flooring
125 .	9 Resilient Flooring	\$36,818	
126 .	9 Carpet	\$383,523	
127 .	9 Paint & Decorating	\$76,705	
128 .	10 Specialties	\$253,125	
129 .	11 Special Equipment	\$0	
130 .	11 Cabinets	\$260,796	
131 .	11 Appliances	\$16,875	
132 .	12 Blinds & Shades	\$0	
133 .	13 Modular/Manufactured	\$170,284	
134 .	13 Special Construction	\$1,027,840	
135 .	14 Elevators or Conveying Syst.	\$725,626	
136 .	15 Plumbing & Hot Water	\$0	
137 .	15 Heat & Ventilation	\$202,501	
138 .	15 Air Conditioning	\$837,613	
139 .	15 Fire Protection	\$0	
140 .	16 Electrical	\$0	
141 .	Accessory Buildings	\$0	
142 .	Other/misc	\$0	
143 .	Subtotal Structural	\$8,782,899	
144 .	2 Earth Work	\$0	
145 .	2 Site Utilities	\$0	
146 .	2 Roads & Walks	\$0	
147 .	2 Site Improvement	\$2,186,079	
148 .	2 Lawns & Planting	\$0	
149 .	2 Geotechnical Conditions	\$115,057	
150 .	2 Environmental Remediation	\$0	
151 .	2 Demolition	\$0	
152 .	2 Unusual Site Cond	\$0	
153 .	Subtotal Site Work	\$2,301,136	
154 .	Total Improvements	\$11,084,035	
155 .	1 General Conditions	\$1,103,381	Includes permits and P&P bond
156 .	Subtotal	\$12,187,416	
157 .	1 Builders Overhead	\$731,245	
158 .	1 Builders Profit	\$581,339	
159 .	TOTAL	\$13,500,000	

160 Total Cost/square foot: Residential Cost/s.f.:

Development Budget:

	Total	Residential	Commercial	Comments
161 . Acquisition: Land	\$450,000	\$450,000		
162 . Acquisition: Building	\$0			
163 . Acquisition Subtotal	\$450,000	\$450,000	\$0	
164 . Direct Construction Budg	\$13,500,000	\$13,500,000		(from line 159)
165 . Construction Contingency	\$675,000	\$675,000		5.0% of construction
166 . Subtotal: Construction	\$14,175,000	\$14,175,000	\$0	
General Development Costs:				
167 . Architecture & Engineering	\$1,070,000	\$1,070,000		
168 . Survey and Permits	\$525,000	\$525,000		
169 . Clerk of the Works	\$0			
170 . Environmental Engineer	\$0			
171 . Bond Premium	\$75,000	\$75,000		
172 . Legal	\$375,000	\$375,000		
173 . Title and Recording	\$50,000	\$50,000		
174 . Accounting & Cost Cert.	\$75,000	\$75,000		
175 . Marketing and Rent Up	\$250,000	\$250,000		
176 . Real Estate Taxes	\$150,000	\$150,000		
177 . Insurance	\$175,000	\$175,000		
178 . Relocation	\$0			
179 . Appraisal	\$15,000	\$15,000		
180 . Security	\$0			
181 . Construction Loan Interest	\$1,225,000	\$1,225,000		Includes predevelopment loan interest
182 . Inspecting Engineer	\$35,000	\$35,000		
183 . Fees to: Lenders	\$200,000	\$200,000		
184 . Fees to: DHCD	\$130,000	\$130,000		
185 . MIP	\$0			
186 . Credit Enhancement Fees	\$0			
187 . Letter of Credit Fees	\$0			
188 . Other Financing Fees	\$0			
189 . Development Consultant	\$0			
190 . Other: Market Study	\$12,500	\$12,500		
191 . Other: FF&E	\$250,000	\$250,000		
192 . Soft Cost Contingency	\$230,625	\$230,625		5.0% of soft costs
193 . Subtotal: Gen. Dev.	\$4,843,125	\$4,843,125	\$0	
194 . Subtotal: Acquis., Const and Gen. Dev.	\$19,468,125	\$19,468,125	\$0	
195 . Capitalized Reserves	\$425,135	\$425,135		Total of Operating Reserve plus Special DSC Reserve
196 . Developer Overhead	\$0			
197 . Developer Fee	\$2,124,313	\$2,124,313		
198 . Total Development Cost	\$22,017,573	\$22,017,573	\$0	TDC per unit \$489,279
199 . TDC, Net	\$21,188,915	\$21,188,915	\$0	TDC, Net per unit \$470,865

Additional Detail on Development Pro-Forma:200 . Gross Syndication Investment **Off-Budget Costs:****Syndication Costs:**

201 .	Syndication Legal	
202 .	Syndication Fees	
203 .	Syndication Consultants	
204 .	Bridge Financing Costs	
205 .	Investor Servicing (capitalized)	
206 .	Other Syndication Expenses	
207 .	Total Syndication Expense	\$0
208 .	Current Reserve Balance	

Reserves (capitalized):

209 .	Development Reserves	
210 .	Initial Rent-Up Reserves	
211 .	Operating Reserves	
212 .	Net Worth Account	
213 .	Other Capitalized Reserves	
214 .	Subtotal: Capitalized Reserves	\$0
215 .	Letter of Credit Requirements	
216 .	Total of the Above	\$0

Error: The total on line 214 is different from the capitalized reserves shown on line 195.

Please Answer The Following	Dev. Reserves	Initial Rent-Up	Op. Reserves	Net Worth	Other	Letter of Credit
Who requires the reserves?						
Who administers the reserves?						
When and how are they used?						
Under what circumstances can they be released?						

Unit Sales (For Sale Projects Only):

217 .	Gross Sales From Units	\$
218 .	Cost of Sales (Commissions, etc.)	\$
219 .	Net Receipt from Sales	\$0

Debt Service Requirements:

220 .	Minimum Debt Service Coverage	1.15
-------	-------------------------------	------

221 .	Is this Project subject to HUD Subsidy Layering Review?	Yes
-------	---	-----

Optional user comments

Section 4

OPERATING PRO-FORMA

Operating Income				
Rent Schedule:	<i>Contract</i>	<i>Utility</i>	<i>Total</i>	<i>No. of Units</i>
	<i>Rent</i>	<i>Allowance</i>	<i>Gross Rent</i>	
222 . Low-Income (Rental Assisted):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom	\$777	\$49	\$826	7
2 bedrooms	\$938	\$54	\$992	1
3 bedrooms			\$0	0
4 bedrooms			\$0	0
223 . Low-Income (below 50%):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
224 . Low-Income (below 60%):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom	\$1,570	\$128	\$1,698	33
2 bedrooms	\$1,871	\$167	\$2,038	3
3 bedrooms			\$0	0
4 bedrooms			\$0	0
225 . Other Income 30%	Below 30% of the median income for the region			
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom	\$790	\$128	\$918	1
2 bedrooms	\$621	\$107	\$728	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
226 . Market Rate (unrestricted occupancy):				
SRO				0
0 bedroom				0
1 bedroom				0
2 bedrooms				0
3 bedrooms				0
4 bedrooms				0
Commercial Income:				
227 . Square Feet: <input type="text" value="0"/>	@	(average)		
			/square foot =	\$0
Parking Income:				
228 . Spaces: <input type="text" value="57"/>	@	(average)		
			/month x 12 =	\$0

Other Operating Income Assumptions:

229 . Laundry Income (annual):

\$	11,626
\$	(11,801)

Optional user calculations

Vacancy Allowance:

- 231 . Low-Income (Rental Assistance)
- 232 . Low-Income (below 50%)
- 233 . Low-Income (below 60%)
- 234 . Other Income 30%
- 235 . Market Rate
- 236 . Commercial

3.0%
5.0%
5.0%

Trending Assumptions for Rents:

237 . Low-Income (Rental Assistance)
 238 . Low-Income (below 50%)
 239 . Low-Income (below 60%)
 240 . Other Income 30%
 241 . Market Rate
 242 . Commercial Space Rental
 243 . Laundry Income
 244 a Other Income Miscellaneous
 b Other Income Bad Debt/Concessions
 c Other Income -
 d Other Income -
 e Other Income -
 f. Other Income -

Year 2	Year 3	Years 4-5	Years 6-20
2.0%	2.0%	2.0%	2.0%
%	%	%	%
2.0%	2.0%	2.0%	2.0%
2.0%	2.0%	2.0%	2.0%
%	%	%	%
%	%	%	%
%	%	%	%
2.0%	2.0%	2.0%	2.0%
2.0%	2.0%	2.0%	2.0%
%	%	%	%
%	%	%	%
%	%	%	%
%	%	%	%

Operating Subsidy and Capitalized Operating Reserves:

245 . Subsidy Source I
246 . Subsidy Source II
247 . Capitalized Operating Reserve Amount: \$345,135 Source:

248 . Yearly Draws on Subsidies and Reserves:

	<i>Subsidy Source I</i>	<i>Subsidy Source II</i>	<i>Draw on Oper. Reserve</i>
Year 1	\$	\$	(\$2,500)
Year 2	\$	\$	(\$400)
Year 3	\$	\$	
Year 4	\$	\$	
Year 5	\$	\$	
Year 6	\$	\$	
Year 7	\$	\$	
Year 8	\$	\$	
Year 9	\$	\$	
Year 10	\$	\$	
Year 11	\$	\$	
Year 12	\$	\$	\$2,771
Year 13	\$	\$	\$7,430
Year 14	\$	\$	\$12,389
Year 15	\$	\$	\$17,663
Year 16	\$	\$	\$23,262
Year 17	\$	\$	\$29,201
Year 18	\$	\$	\$35,493
Year 19	\$	\$	\$42,152
Year 20	\$	\$	\$49,192
Year 21	\$	\$	

249 . Annual Operating Income (year 1)

\$735,181

Operating Expenses				
Annual Operating Exp.:	Total	Residential	Commercial	Comments
250 . Management Fee	\$44,261	\$44,261		
251 . Payroll, Administrative	\$65,720	\$65,720		
252 . Payroll Taxes & Benefits, Admin.	\$13,144	\$13,144		
253 . Legal	\$4,000	\$4,000		
254 . Audit	\$11,000	\$11,000		
255 . Marketing	\$9,000	\$9,000		
256 . Telephone	\$9,000	\$9,000		
257 . Office Supplies	\$16,725	\$16,725		
258 . Accounting & Data Processing	\$2,925	\$2,925		
259 . Investor Servicing	\$0	\$0		
260 . DHCD Monitoring Fee	\$1,350	\$1,350		
261 . Other:	\$0			
262 . Other:	\$0			
263 . Subtotal: Administrative	\$132,864	\$132,864	\$0	
264 . Payroll, Maintenance	\$59,280	\$59,280		
265 . Payroll Taxes & Benefits, Admin.	\$11,856	\$11,856		
266 . Janitorial Materials	\$1,200	\$1,200		
267 . Landscaping	\$15,000	\$15,000		
268 . Decorating (inter. only)	\$2,250	\$2,250		
269 . Repairs (inter. & ext.)	\$11,175	\$11,175		
270 . Elevator Maintenance	\$12,000	\$12,000		
271 . Trash Removal	\$6,750	\$6,750		
272 . Snow Removal	\$37,805	\$37,805		
273 . Extermination	\$945	\$945		
274 . Recreation	\$0	\$0		
275 . Other: Fire Safety	\$7,500	\$7,500		
276 . Subtotal: Maintenance	\$165,761	\$165,761	\$0	
277 . Resident Services	\$14,000	\$14,000		
278 . Security	\$1,000	\$1,000		
279 . Electricity	\$18,000	\$18,000		
280 . Natural Gas	\$52,000	\$52,000		
281 . Oil	\$0	\$0		
282 . Water & Sewer	\$29,250	\$29,250		
283 . Subtotal: Utilities	\$99,250	\$99,250	\$0	
284 . Replacement Reserve	\$15,750	\$15,750		
285 . Operating Reserve	\$0			
286 . Real Estate Taxes	\$65,250	\$65,250		
287 . Other Taxes	\$2,250	\$2,250		
288 . Insurance	\$45,000	\$45,000		
289 . MIP	\$0	\$0		
290 . Other:	\$0			
291 . Subtotal: Taxes, Insurance	\$112,500	\$112,500	\$0	
292 . TOTAL EXPENSES	\$585,386	\$585,386	\$0	

Other Operating Expense Assumptions**Trending Assumptions for Expenses**

	Year 2	Year 3	Years 4-5	Years 6-20
293 . Sewer & Water	3.0%	3.0%	3.0%	3.0%
294 . Real Estate Taxes	2.5%	2.5%	2.5%	2.5%
295 . All Other Operating Expenses	3.0%	3.0%	3.0%	3.0%

Reserve Requirements:

296 . Replacement Reserve Requirement	\$350.00	per unit per year
297 . Operating Reserve Requirement		per unit per year

Debt Service:

		Annual Payment
298 . MHFA	MHFA Program 1	N/A
299 . MHFA	MHFA Program 2	N/A
300 . MHP Fund Permanent Loan		\$104,882
301 . Other Permanent Senior Mortgage		N/A

Source:

302 . Other Permanent Senior Mortgage	<input type="text" value="N/A"/>
Source: <input type="text" value="N/A"/>	

303 . Total Debt Service (Annual)	<input type="text" value="\$104,882"/>
--	--

304 . Net Operating Income	<input type="text" value="\$149,796"/>	(in year one)
---	--	---------------

305 . Debt Service Coverage	<input type="text" value="1.43"/>	(in year one)
--	-----------------------------------	---------------

Affordability: Income Limits and Maximum Allowable Rents

306 . County	<input type="text" value="NORFOLK"/>	MSA	<input type="text" value="Boston-Cambridge-Quincy, MA-NH"/>
--------------	--------------------------------------	-----	---

This MSA does not match the county you have chosen

307 . Maximum Allowed Rents, by Income, by Unit Size:	<input type="text" value="Income Limits last updated on"/>
--	--

SRO	Maximum Income			Maximum Rent (calculated from HUD income data)		
	50%	60%	30%	50%	60%	30%
0 bedroom				\$0	\$0	\$0
1 bedroom	\$61,200	\$73,440	\$36,750	\$0	\$0	\$0
2 bedrooms	\$73,450	\$88,140	\$44,100	\$1,530	\$1,836	\$919
3 bedrooms				\$0	\$0	\$0
4 bedrooms				\$0	\$0	\$0
Area median income for a family of	\$148,900					

308 . H.U.D. "Fair Market Rents" (Maximum):
--

0 bedroom	<input type="text"/>
1 bedroom	<input type="text"/>
2 bedrooms	<input type="text"/>
3 bedrooms	<input type="text"/>
4 bedrooms	<input type="text"/>
5 bedrooms	<input type="text"/>

FMR Information last updated on

The Rosebay at Medfield

Application Date: 6/27/24

#VALUE!

Section 5

LOW INCOME HOUSING TAX CREDITS

Percent of Project Which Qualifies for Tax Credit

332 . Low-Income Units	45	Total Units:	45		
333 . Percent of Units	100.0%				
334 . Low-Income Square Feet	30,880	s.f.	Total Area:	30,880	s.f.
335 . Percent of Area	100.0%				
336 . Applicable Percentage	100.0%	(This is the lower of lines 333 and 335 above.)			
337 . Is the project utilizing tax-exempt financing?		No			
338 . Does the project qualify for an acquisition credit?		No			
339 . Does the rehabilitation qualify for a 9% rather than 4% credit?		No			
340 . How much financing is nonqualified (federally subsidized?)		\$2,000,000			
341 . What grant funds must be subtracted from acquisition basis?		\$			
342 . What grant funds must be subtracted from rehabilitation basis?		\$			
343 . Will the project have a minimum of 20% of units for households earning less than 50% of median, or 40% for less than 60% of median?		40% Of Units			

Historic Tax Credit:

344 . Does the project qualify for historic tax credits?	No
345 . What are the rehabilitation costs which are not qualified for historic credits?	Not Applicable

Project Qualification for 130%:

346 . Is the project located in a "qualified census tract" or in a "difficult to develop" area?	Yes
---	-----

Calculation of Maximum Tax Credit Amount

347 . Total Eligible Development Costs	Acquisition Credit	Rehabilitation Credit
348 . Less: Portion of Grants Allocated to Basis	\$0	\$19,505,854
349 . Less: 20% Historic Rehab Credit Basis Reduction	\$0	\$0
350 . Less: Nonqualified source of financing	\$0	\$2,000,000
351 . Subtotal: Eligible Basis	\$0	\$17,505,854
352 . "Hard to develop" area	100%	130%
353 . Percent Low-Income	100.0%	100.0%
354 . Applicable Rate	3.28%	9.00%
355 . Maximum Annual Tax Credit Amount	\$0	\$2,048,185
356 . Total Annual Tax Credit Amount		\$2,048,185
357 . Estimated Net LIHTC Syndication Yield	\$ 0.95	rate per \$
358 . Est. Net Historic Tax Credit Syndication Yield	\$ -	rate per \$
359 . Total Estimated Net Tax Credit Syndication Yield (based on above)		\$0
360 . Applicant's Estimate of Net Tax Credit Equity.		\$9,499,050 (from line 82)

There is a significant difference between items 358 and 359 above. Please verify your numbers

[Note: This page represents a rough estimate of low income credits for which this project may be eligible. It does not represent a final determination.]

	Total Residential	Percentage of Costs Not in Depreciable Basis	Acquisition Credit Basis	Rehabilitation Credit Basis	Not In Basis
361 . Acquisition: Land	\$450,000				\$450,000
362 . Acquisition: Building	\$0		\$0	\$0	\$0
363 . Acquisition Subtotal	\$450,000		\$0	\$0	\$450,000
 364 . Direct Construction Budget	 \$13,500,000		 \$0	 \$13,500,000	
365 . Construction Contingency	\$675,000		\$0	\$675,000	
366 . Subtotal: Construction	\$14,175,000		\$0	\$14,175,000	\$0
General Development Costs:					
367 . Architecture & Engineering	\$1,070,000			\$1,070,000	\$0
368 . Survey and Permits	\$525,000	25%		\$393,750	\$131,250
369 . Clerk of the Works	\$0			\$0	\$0
370 . Environmental Engineer	\$0			\$0	\$0
371 . Bond Premium	\$75,000			\$75,000	\$0
372 . Legal*	\$375,000	50%	\$0	\$187,500	\$187,500
373 . Title and Recording	\$50,000	50%	\$0	\$25,000	\$25,000
374 . Accounting & Cost Certificat.	\$75,000	50%	\$0	\$37,500	\$37,500
375 . Marketing and Rent Up*	\$250,000	100%			\$250,000
376 . Real Estate Taxes*	\$150,000	60%	\$0	\$60,000	\$90,000
377 . Insurance	\$175,000	50%	\$0	\$87,500	\$87,500
378 . Relocation	\$0		\$0	\$0	\$0
379 . Appraisal	\$15,000		\$0	\$15,000	\$0
380 . Security	\$0		\$0	\$0	\$0
381 . Construction Loan Interest*	\$1,225,000	80%	\$0	\$245,000	\$980,000
382 . Inspecting Engineer	\$35,000		\$0	\$35,000	\$0
383 . Financing Fees* Lenders	\$200,000	50%	\$0	\$100,000	\$100,000
384 . Financing Fees* DHCD	\$130,000		\$0	\$130,000	\$0
385 . MIP	\$0		\$0	\$0	\$0
386 . Credit Enhancement Fees	\$0		\$0	\$0	\$0
387 . Letter of Credit Fees*	\$0		\$0	\$0	\$0
388 . Other Financing Fees*	\$0		\$0	\$0	\$0
389 . Development Consultant	\$0		\$0	\$0	\$0
390 . Other* Market Study	\$12,500		\$0	\$12,500	\$0
391 . Other* FF&E	\$250,000		\$0	\$250,000	\$0
392 . Soft Cost Contingency*	\$230,625	75%	\$0	\$57,656	\$172,969
393 . Subtotal: Gen. Dev.	\$4,843,125		\$0	\$2,781,406	\$2,061,719
 394 . Subtotal: Acquis., Const., and Gen. Dev.	 \$19,468,125		 \$0	 \$16,956,406	 \$2,511,719
 395 . Developer Overhead	 \$0		 \$0	 \$0	 \$0
396 . Developer Fee/Profit	\$2,124,313		\$0	\$2,124,313	\$0
397 . Capitalized Reserves	\$425,135		\$0	\$425,135	\$0
 398 . Total Development Cost	 \$22,017,573				
 399 . Total Net Development Cost	 \$21,188,915				
 400 . Total Eligible Tax Credit Basis	 \$19,505,854		 \$0	 \$19,505,854	

* Some or all of these costs will typically be allocated to intangible assets or expensed.

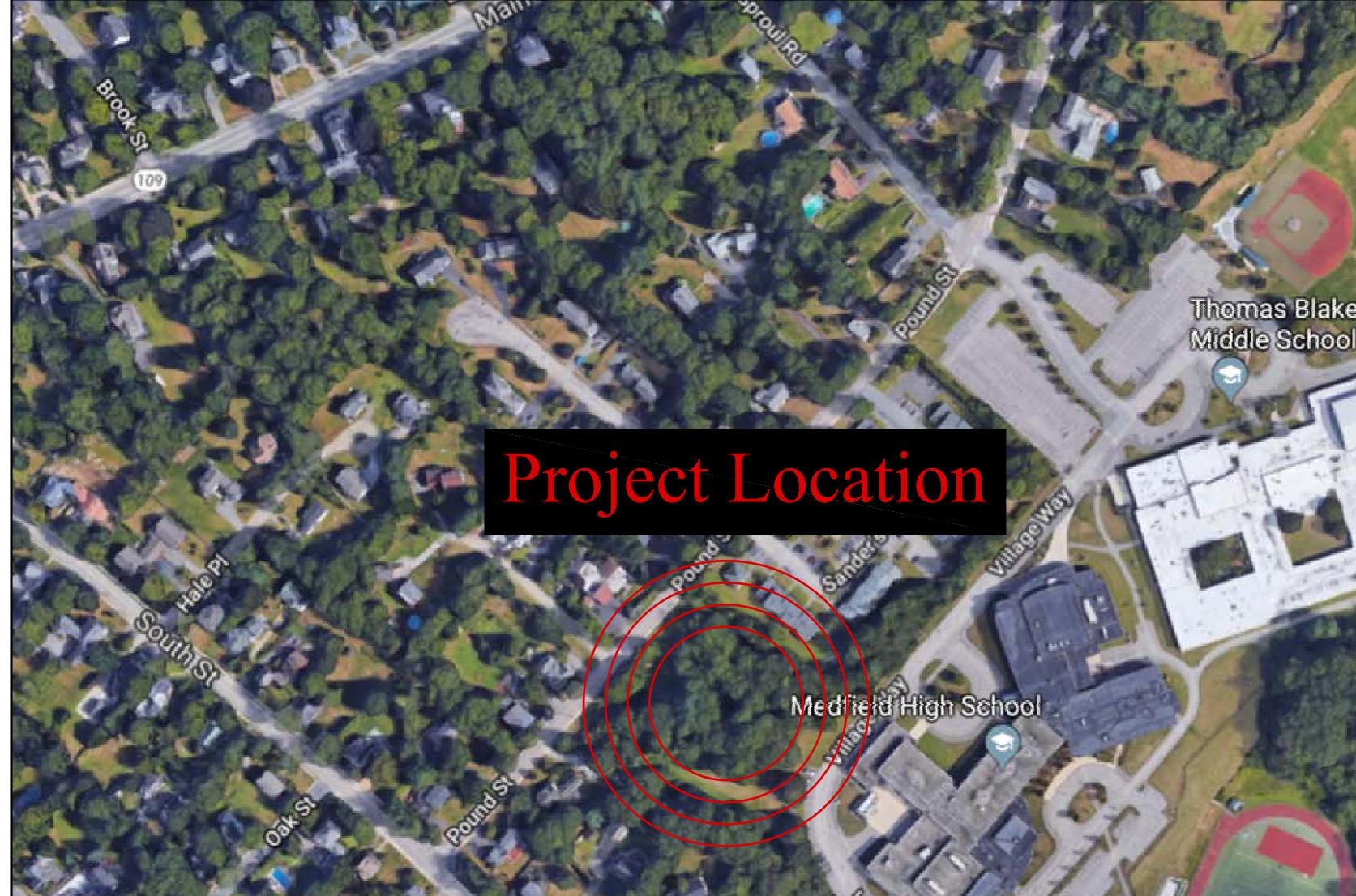
Attachment 3

PLANS

COMPREHENSIVE PERMIT "HYBRID" DESIGN SUBMISSION

December 30, 2019

THE ROSEBAY AT MEDFIELD



APPLICANT

Rosebay at Medfield Limited Partnership
c/o NewGate Housing LLC, 61 Blueberry Lane, Westwood, MA 02090 (617) 571-6404

ENGINEERING/CONSTRUCTION CONSULTANT

Waypoint KLA

24 Lakeview Road, Framingham, MA 01701 (508) 877-2344

ARCHITECT

VMY Architects LLC
188 Needham Street, Suite 260, Newton, MA 02464
(617) 597-1900 Fax (617) 597-1905

CIVIL ENGINEER

Legacy Engineering LLC
730 Main Street, Suite 2C, Millis, MA 02054
(508) 376-8883

ENVIRONMENTAL CONSULTANTS

LEC Environmental Consultants, Inc.
107 Audubon Road, Building 2, Suite 110
Wakefield, MA 01880 (781) 245-2500

APPROXIMATE FLOOR AREAS		
GROSS FLOOR AREAS	COMP PERMIT 3-STORY	TWO/THREE STORY "HYBRID" DESIGN
FLOOR ONE	18,155 SQ FT	20,700 SQ FT
FLOOR TWO	15,982 SQ FT	18,700 SQ FT
FLOOR THREE	14,387 SQ FT	12,180 SQ FT
TOTALS	48,524 SQ FT TOTAL GROSS AREA	51,580 SQ FT TOTAL GROSS AREA

APARTMENT COUNT--THE ROSEBAY AT MEDFIELD					
APT. TYPE	ONE BEDROOM	TWO BEDROOM	3-BR	4-BR	TOTALS
I BR Group One	1 BR HDCP	1 BR HDCP	2 BR Group One	2 BR HDCP	2 BR HDCP
660 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.
FLOOR ONE	10	2	0	1	14
FLOOR TWO	16	0	1	0	19
FLOOR THREE	12	0	0	0	12
TOTALS	38	2	1	1	45 APTS

TOTAL GROUP TWO HP UNITS IS 2 WHICH EXCEEDS 5% (45 x .05=2.25) AS PER THE ARCHITECTURAL BARRIERS BOARD CODE

TOTAL HEARING IMPAIRED UNITS IS 2 WHICH EXCEEDS 2% (45 x .02=0.90) AS PER THE ARCHITECTURAL BARRIERS BOARD CODE

Note--"HDCP" refers to Massachusetts Group 2 units
Bathroom Counts--1BR--One Full Bath; 2BR--Two Full Baths
All Apartments are "Visible" and are "Universal Design" units

PARKING SUMMARY

Number Of Open Air Spaces* -- 57 (Plus 12 Future)

*Includes 10 Handicap Van Accessible Spaces

OUTLINE OF PREVIOUS COMP PERMIT
3-STORY SUBMITTAL ELEVATION

LOT COVERAGE (APPROX.)

USE	AREA (S.F.)	LOT COVERAGE
Total All Buildings	20,700	19 %
Pavement (including Walks)	39,100	36 %
Total Impervious Area	59,800	55 %
Open Space	49,900	45 %

Zoning Restrictions: Zoning Approval is inclusive with the comprehensive permit, to permit the construction of the development shown on these plans.

GENERAL NOTES:

1. All areas and dimensions are approximate.
2. All apartment and building plans are preliminary.

CODE SUMMARY

Occupancy Groups: Apartments--R-2
Construction Type: Type 5A
Fire Suppression: NFPA Type 13
Fire Sprinklers: Massachusetts State Building Code 9th Edition
Applicable Codes: Massachusetts Architectural Barriers Board Code

LIST OF DRAWINGS

12-30-2019 T-1 TITLE SHEET

CIVIL DRAWINGS--

12-26-2019 C-0 SITE / CIVIL DRAWINGS TITLE SHEET
12-26-2019 C-1 CONSTRUCTION NOTES
12-26-2019 C-2 EXISTING CONDITIONS PLAN OF LAND
12-26-2019 C-3 SITE LAYOUT PLAN
12-26-2019 C-4 SITE LIGHTING & PHOTOMETRIC PLAN
12-26-2019 C-5 SITE GRADING AND UTILITIES PLAN
12-26-2019 C-6 PROSPECTIVE APPROVAL NOT REQUIRED SITE PLAN
12-26-2019 C-7 CONSTRUCTION DETAILS
12-26-2019 C-8 CONSTRUCTION DETAILS
12-26-2019 C-9 CONSTRUCTION DETAILS

ARCHITECTURAL DRAWINGS--

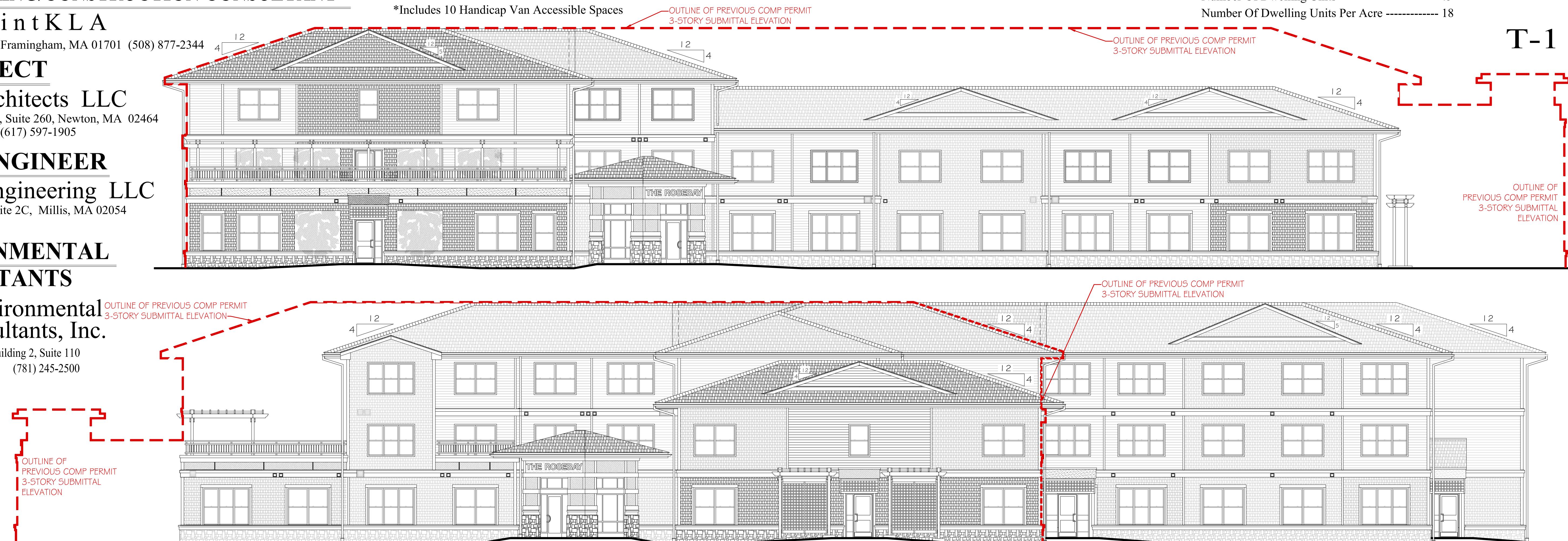
12-06-2019 A-1 FIRST FLOOR PLAN & ENLARGED PUBLIC SPACES PLAN
12-06-2019 A-2 1BR & 2BR GRP ONE UNIT PLANS AND APT BLDG SECOND FLOOR PLAN
12-06-2019 A-3 1BR & 2BR GRP TWO UNIT PLANS AND APT BLDG THIRD FLOOR PLAN
12-06-2019 A-4 APARTMENT BUILDING FRONT ELEVATIONS
12-06-2019 A-5 APARTMENT BUILDING REAR ELEVATIONS
12-06-2019 A-6 APARTMENT BUILDING TYPICAL WALL SECTION

DEVELOPMENT SUMMARY

Total Parcel Area ---- 109,700 +/- S.F. / 2.5 Acres
Number Of Dwelling Units ----- 45
Number Of Dwelling Units Per Acre ----- 18



T-1



APPLICANT:
ROSEBAY AT MEDFIELD
Limited Partnership
61 BLUEBERRY LANE
WESTWOOD, MA 02090

THE ROSEBAY AT MEDFIELD SITE PLAN OF LAND

30 POUND STREET, MEDFIELD, MA

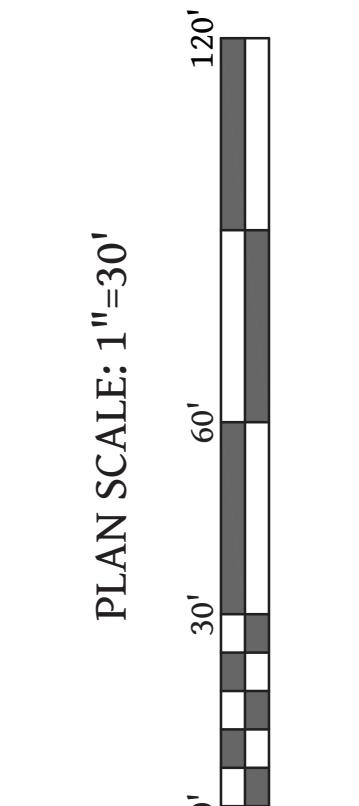
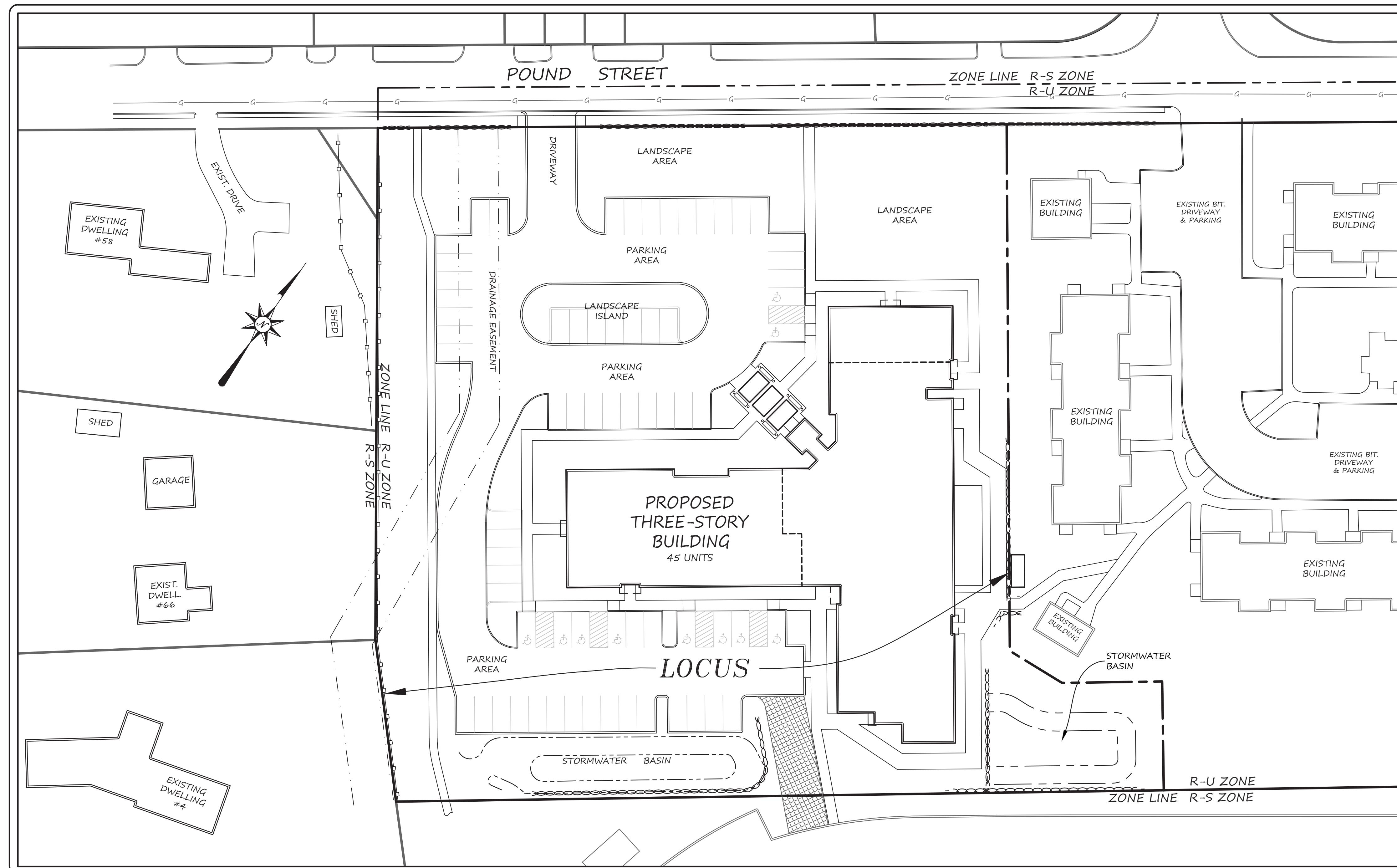
DECEMBER 17, 2018
Latest Revision: December 26, 2019

PREPARED BY:
LEGACY ENGINEERING LLC
730 MAIN STREET
SUITE 2C
MILLIS, MA 02054



Digitally signed by Daniel J.
Merrinkin, P.E.
Date: 2019.12.30 10:39:55
-05'00'

Another NewGate Housing Community



PLAN DATE: DECEMBER 17, 2018	
REVISION	DATE
CHANGES PER TOWN COMMENTS	BY
UPDATED LANDSCAPING	DJM
REVISED SITE LAYOUT	DJM
	2019-12-26
	2019-12-26

THE ROSEBAY AT MEDFIELD
COVER SHEET
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(6)
C-0



D127-01

GENERAL NOTES:

1. REFER TO EACH SHEET FOR ADDITIONAL NOTES AND REQUIREMENTS.
2. CONTRACTOR SHALL CONTACT DIGSAFE PRIOR TO ANY EXCAVATION WORK ON THE SITE.
3. CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY LAYOUT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL ESTABLISH AND MAINTAIN AT LEAST TWO BENCH MARKS. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE OR RESET ANY DAMAGED BOUNDS OR PROPERTY MONUMENTATION DAMAGED DURING CONSTRUCTION.
4. CONTRACTOR IS RESPONSIBLE FOR AS-BUILT SURVEYS AND PLOT PLANS OF CONSTRUCTED STRUCTURES IN ACCORDANCE WITH THE REQUIREMENTS OF THE MEDFIELD BUILDING DEPARTMENT. THE FINAL COMPREHENSIVE SITE AS-BUILT WILL BE PREPARED BY THE OWNER.

GENERAL CONSTRUCTION NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE COMPREHENSIVE PERMIT, AND ANY OTHER APPLICABLE PERMITS ISSUED FOR THE DEVELOPMENT.
3. CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE EPA CONSTRUCTION GENERAL PERMIT AND THE SEPARATELY BOUND STORMWATER POLLUTION PREVENTION PLAN PREPARED FOR THIS DEVELOPMENT. EACH CONTRACTOR SHALL OBTAIN COVERAGE UNDER THE CONSTRUCTION GENERAL PERMIT AS REQUIRED.
4. WORK AREAS SHALL BE TEMPORARILY FENCED WITH 6' CHAIN LINK FENCING AS SHOWN ON THE PLANS. SUCH FENCED AREAS SHALL BE ADJUSTED AS NEEDED TO ACCOMMODATE WORK ALONG THE FENCE LINE.
5. REFER TO COMPREHENSIVE PERMIT FOR LIMITS ON CONSTRUCTION HOURS AND TRUCKING HOURS.

ACCESSIBILITY NOTES:

1. ALL WALKWAYS/SIDEWALKS AND ASSOCIATED CURB CUTS ARE CONSIDERED ACCESSIBLE ROUTES AND SHALL FULLY COMPLY WITH MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (AAB) RULES AND REGULATIONS, 521 CMR.
2. ALL WALKWAYS/SIDEWALKS/CURB CUT RAMPS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
3. AAB REGULATIONS DO NOT ALLOW ANY TOLERANCE ON SLOPE REQUIREMENTS AND THE MAXIMUM SLOPES CANNOT BE EXCEEDED.
4. IT IS RECOMMENDED THAT THE CONTRACTOR USE A DIGITAL LEVEL TO VERIFY SLOPE OF FORMS PRIOR TO PLACEMENT OF CONCRETE.
5. WALKWAYS/SIDEWALKS SHALL BE 5 FEET WIDE UNLESS OTHERWISE NOTED.
6. WALKWAYS/SIDEWALKS SHALL PROVIDE A MINIMUM OF 36 INCHES CLEAR, UNOBSTRUCTED PATH OF TRAVEL PAST ALL OBSTRUCTIONS (I.E. UTILITY POLES, SIGNS, FIRE HYDRANTS, ETC...)
7. WALKWAYS/SIDEWALKS SHALL HAVE A RUNNING SLOPE OF LESS THAN 4.5% AND A CROSS SLOPE LESS THAN 1.5%. IN NO INSTANCE SHALL THE MINIMUM SLOPE IN ANY DIRECTION BE LESS THAN 1%.
8. TRANSITIONS FROM CURB CUTS TO WALKWAYS/SIDEWALKS AND GUTTERS SHALL BE FLUSH.
9. UPON COMPLETION OF THE SITE WORK, THE GENERAL CONTRACTOR SHALL CERTIFY IN WRITING TO THE ARCHITECT AND OWNER THAT ALL ACCESSIBLE PARKING SPACES AND ACCESSIBLE ROUTES INCLUDING ALL WALKWAYS/SIDEWALKS, CURB CUTS, PLAY AREAS, RECREATIONAL AREA, RAMPS AND ENTRANCES HAVE BEEN CONSTRUCTED IN STRICT COMPLIANCE WITH THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD REGULATIONS 521 CMR.

SEDIMENT & EROSION CONTROL NOTES:

1. EROSION CONTROLS SHOWN ON THE PLANS ARE MINIMUM REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT NEITHER SEDIMENT NOR ERODED MATERIALS ARE DISCHARGED OFF-SITE OR BEYOND THE LIMIT OF WORK EITHER VIA OVERLAND FLOW OR VIA DISCHARGE THROUGH STRUCTURAL STORMWATER SYSTEMS. CONTRACTOR IS RESPONSIBLE TO IMPLEMENT WHATEVER ADDITIONAL EROSION CONTROLS MAY BE NEEDED TO MEET THIS REQUIREMENT. CONTRACTOR SHALL MAINTAIN ON-SITE A SURPLUS SUPPLY OF EACH TYPE OF EROSION CONTROL USED FOR EMERGENCY DEPLOYMENT.
2. ALL ON-SITE STRUCTURAL STORMWATER SYSTEMS INCLUDING CATCH BASINS, PIPES, STORMCEPTORS, SEDIMENT FOREBAYS AND INFILTRATION BASINS SHALL BE CLEANED OF DEBRIS AND SEDIMENT AT THE COMPLETION OF CONSTRUCTION ACTIVITIES.
3. NO ALTERATION OR WORK MAY OCCUR BEYOND THE LIMIT OF WORK SHOWN ON THE PLANS.
4. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A 30' LONG x 18' WIDE CONSTRUCTION ENTRANCE TO THE SITE WHICH SHALL CONSIST OF A 4" THICK LAYER OF RIP-RAP.
5. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO ANY EXCAVATION WORK ON THE SITE AND MAINTAINED UNTIL SUCH TIME AS THE TRIBUTARY WATERSHED AREAS ARE FULLY STABILIZED AND UNTIL THEIR REMOVAL IS AUTHORIZED BY THE MEDFIELD CONSERVATION AGENT.
6. CONTRACTOR SHALL PROTECT NEW STORMWATER SYSTEMS FROM SEDIMENTATION AS NEEDED.
7. ANY CONSTRUCTION Dewatering SHALL EMPLOY MEASURES TO FILTER OUT SEDIMENT PRIOR TO ITS DISCHARGE. CONTRACTOR SHALL SUBMIT A DESCRIPTION OF SUCH MEASURES TO THE ARCHITECT PRIOR TO ANY SUCH ACTIVITY.

PLAN REFERENCES:

1. PLAN BOOK 247 NO. 916 OF 1974.

DEED REFERENCES:

1. BOOK 5087 PAGE 299

DESCRIPTION OF PROPERTY

1. THE PROJECT SITE CONSISTS OF A PORTION OF LOT 1 AS SHOWN ON PLAN REFERENCE NO. 1.

EXISTING CONDITIONS NOTES:

1. EXISTING UTILITY INFORMATION IS BASED ON BEST AVAILABLE INFORMATION INCLUDING VISIBLE SURFACE FEATURES AND RECORD PLANS. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS AND SHALL CONTACT DIGSAFE PRIOR TO ANY EXCAVATION ACTIVITY.
2. THE SITE DOES NOT LIE WITHIN A FLOOD PLAIN.
3. TOPOGRAPHIC DATUM IS NAVD88.

LOT 1A ZONING NOTES**DISTRICT:**

R-U (RESIDENTIAL-URBAN)

USE:

1-4: MULTI-FAMILY

LOT FRONTAGE:

REQ'D: 200'

PROV'D: 314±'

LOT AREA:

REQ'D: 30,000 S.F. (1st THREE) + 8,000 S.F. PER ADD'L UNITS = 366,000 S.F.

PROV'D: TOTAL=109,700 S.F.± (2.5 AC±)

"ZONING LOT AREA" (EXCLUSIVE OF THOSE AREAS DESCRIBED IN SECTION 6.2 OF THE ZONING BY-LAW)

PROPOSED: 2.4 ACRES± (103,300 S.F.±)

LOT WIDTH:

REQ'D: 200'

PROV'D: 314±'

LOT DEPTH:

REQ'D: 100'

PROV'D: 336±'

PARKING:

PROV'D: 57 SPACES (1.20 PER UNIT)

(INCLUDING 10 H.C. SPACES)

LOT COVERAGE BY IMPERVIOUS SURFACES:

REQ'D: 35% MAX.

PROV'D: 56%± (INCLUDING FUTURE PARKING)

SETBACKS:**FRONT YARD:**

REQ'D: 30'

PROV'D: 90.5±'

REAR YARD:

REQ'D: 50'

PROV'D: 25.1±'

LEFT SIDE YARD:

REQ'D: 20'

PROV'D: 92.0±'

RIGHT SIDE YARD:

REQ'D: 20'

PROV'D: 25.4±'

UNIT SUMMARY:

41 ONE-BEDROOM APARTMENT UNITS

4 TWO-BEDROOM APARTMENT UNITS

45 UNITS TOTAL

BUILDING HEIGHT:

MAX: 35'

PROV'D: 38.3' (FROM TOP OF SLAB)

FLOOR AREA RATIO:

MAX: 0.35

PROV'D: 0.48±

OWNER
 MEDFIELD HOUSING AUTHORITY
 30 POUND STREET
 MEDFIELD, MA 02052

APPLICANT
 ROSEBAY AT MEDFIELD
 LIMITED PARTNERSHIP
 61 BLUEBERRY LANE
 WESTWOOD, MA 02090

ASSESSORS
 MAP 43, PARCEL 77

ZONING DISTRICTS
 RESIDENTIAL URBAN (R-U)
 SECONDARY AQUIFER DISTRICT



Digitally signed by Daniel J.
 Merrin, P.E.
 Date: 2019.12.30 10:39:14
 05'00'

PLAN SCALE: NO SCALE

PLAN DATE: DECEMBER 17, 2018

THE ROSEBAY AT MEDFIELD CONSTRUCTION NOTES PRELIMINARY SITE PLAN OF LAND IN MEDFIELD, MA

CHANGES PER TOWN COMMENTS
 UPDATED LANDSCAPING
 REVISED SITE LAYOUT

LEGEND & ABBREVIATIONS
 CB: EXISTING CATCH BASIN
 CB: DROP SIGHT-GRADE CATCH BASIN
 CB: PROP. DOUBLE-GRADE CATCH BASIN
 STC: xxx: STORMCEPTOR TREATMENT UNIT
 DMH: DRAIN MANHOLE
 TR.DR.: TRENCH DRAIN
 INFIL: INfiltration TRENCH
 X: DRAIN PIPELINE
 RCP: REINFORCED CONCRETE PIPE
 PVC: POLYVINYL CHLORIDE PIPE
 SMH: SEWER MANHOLE
 X: SEWER PIPELINE
 C.O.: SEWER SERVICE CLEANOUT
 X: WATER METER MAIN
 HYD: HYDRANT
 G.V.: WATER GATE VALVE
 C.S.: WATER SERVICE CURB STOP
 M.B.: WATER SERVICE METER BOX
 LP: GAS PIPELINE
 LP: LIGHT POLE
 U.P.: UTILITY POLE
 G.W.: GUY WIRE
 S.P.: TRAFFIC SIGNAL POLE
 250' EXISTING CONTOUR
 250' PROPOSED CONTOUR
 E.O.P.: EDGE OF PAVEMENT
 C.C.B.: INTEGRAL SLOPED BIT. BERM
 V.B.B.: VERTICAL BITUMINOUS BERM
 S.G.C.: SLOPED GRANITE CURB
 V.G.C.: VERTICAL GRANITE CURB
 V.C.C.: VERTICAL CONCRETE CURB
 E.C.S.: EDGE CONCRETE SLAB
 G.V.: GATE VALVE
 C.L.F.: CHAIN LINK FENCE
 W.S.F.: WOOD STOCKADE FENCE
 P.P.F.: PVC PICKET FENCE
 G.R.: GUARD RAIL
 C.C.: HANDICAP CURB CUT

SHEET INDEX:

SHEET C-0: COVER SHEET
 SHEET C-1: CONSTRUCTION NOTES
 SHEET C-2: EXISTING CONDITIONS
 SHEET C-3: LAYOUT PLAN
 SHEET C-4: LIGHTING PLAN
 SHEET C-5: GRADING & UTILITY PLAN
 SHEET C-6: PROSPECTIVE ANR
 SHEET C-7: DETAILS
 SHEET C-8: DETAILS
 SHEET C-9: DETAILS

w/f JOSEPH H. KETELTAS
49-51 POUND STREET
ASSESSORS 43-085

NANCY C. P. DOWD
CALLACHAN 47-B PO
49-R POUND STREET
STREET ASSESSOR
ASSESSORS 43-088

C. SAURO
47-A POUND
STREET
ASSESSORS
43-088

n/f MARC P. FREEDGOOD
45 POUND STREET
ASSESSORS 43-089

W/F XUELI ZHANG
37 POUND STREET
ASSESSORS 43-082

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS

RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT



Digitally signed by Daniel
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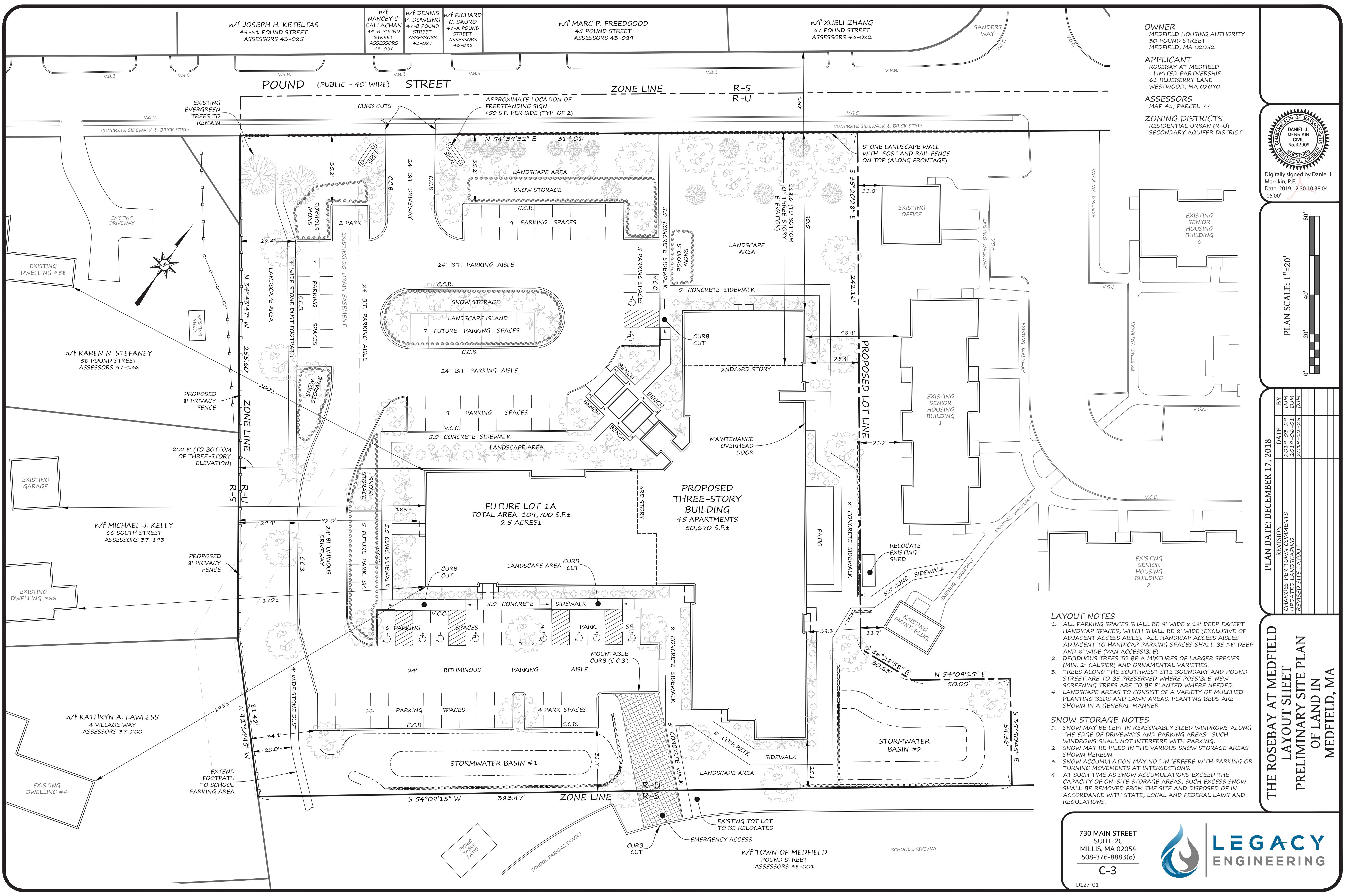
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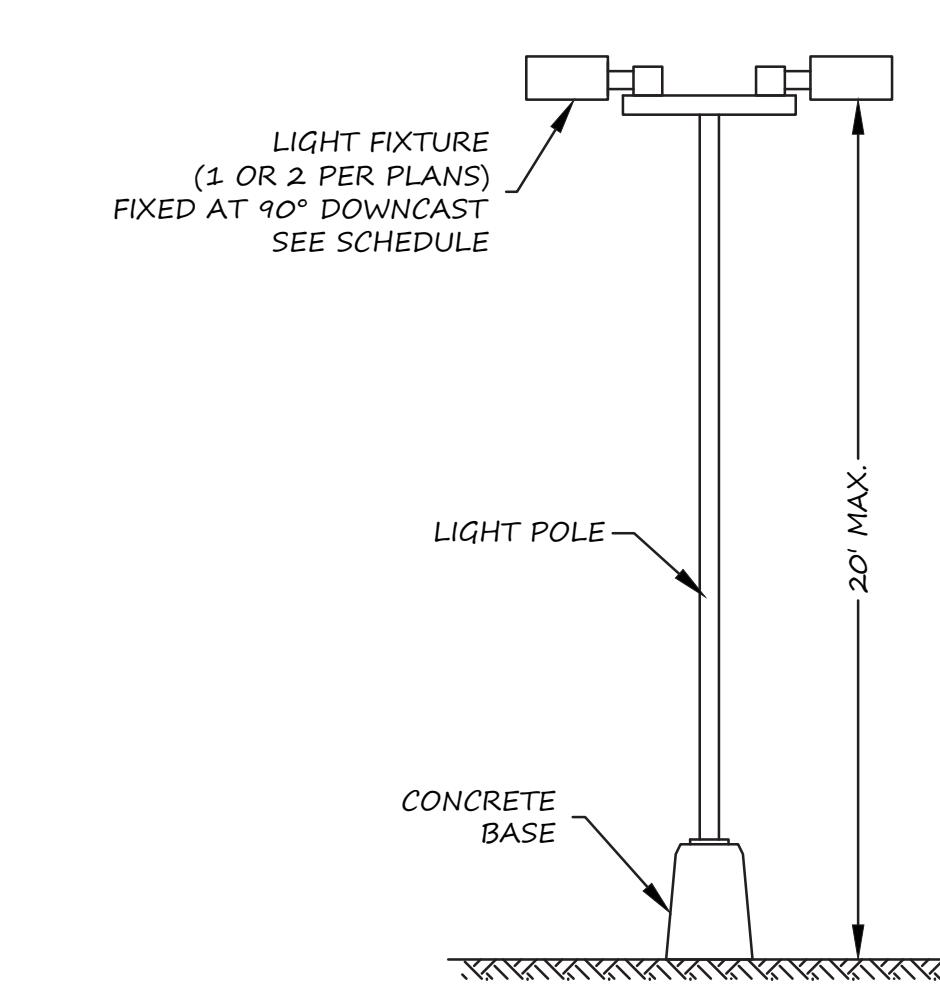
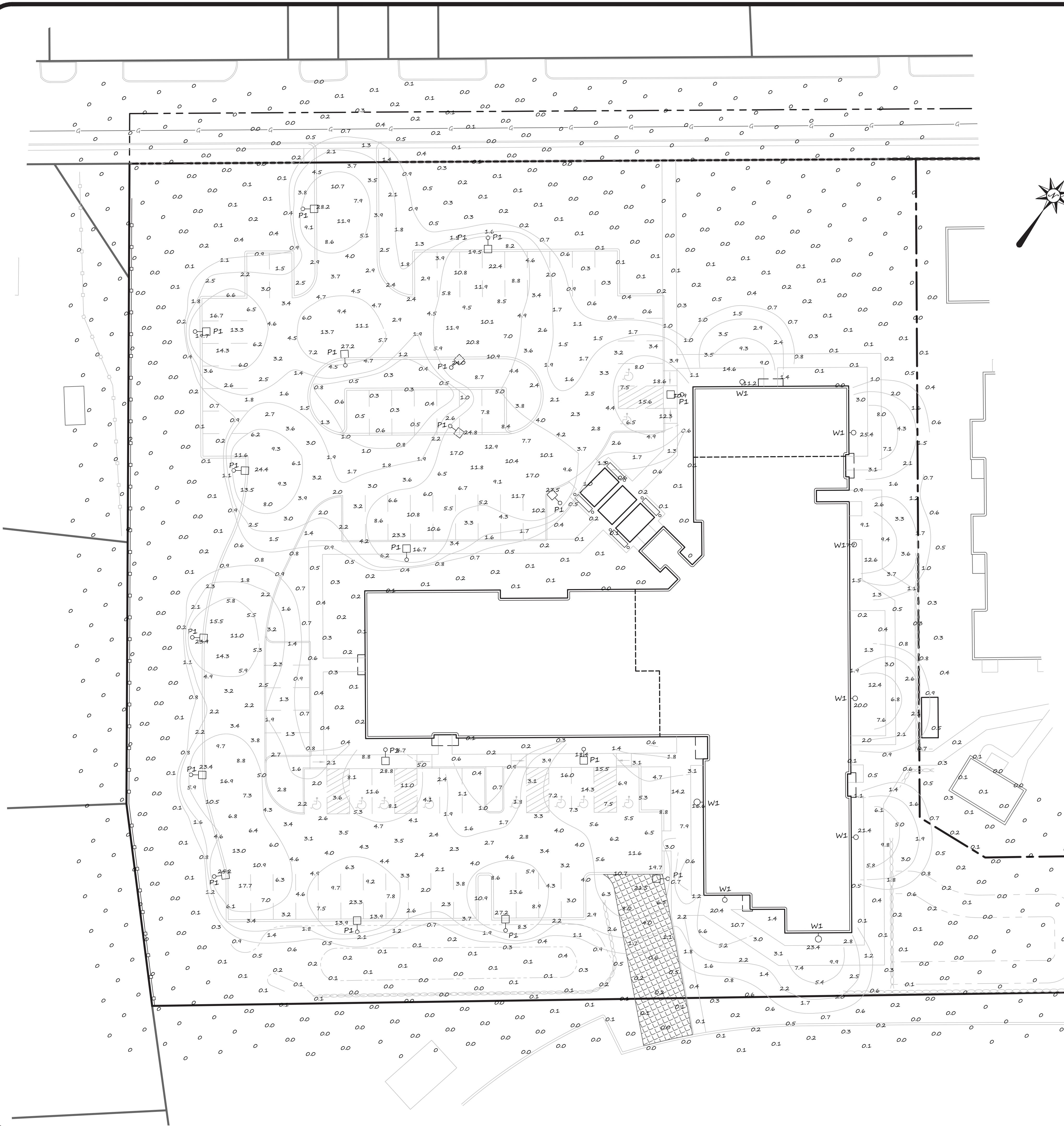
PLAN SCALE: 1"=20'

THE ROSEBAY AT MEDFIELD
EXISTING CONDITIONS
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)







TYPICAL LIGHT POLE DETAIL

NOT TO SCALE

LUMINAIRE SCHEDULE					
CALLOUT	ILLUMINATION TYPE	MOUNT STYLE	OUNT HEIGHT	MODEL NUMBER	QUANTITY
□	(6) SIX WHITE MULTI-CHIP LEDS	POLE SINGLE FIXTURE	12'	RAB LIGHTING ALED4T105Y (TYPE IV)	18
○	(6) SIX WHITE MULTI-CHIP LEDS	WALL SINGLE FIXTURE	9'	RAB LIGHTING INC., WPLED4T50Y (TYPE IV)	8

PLAN SCALE: 1"=20'

0' 20' 40' 80'

PLAN DATE: DECEMBER 17, 2018

REVISIONS

CHANGES PER TOWN COMMENTS

UPDATED LANDSCAPING

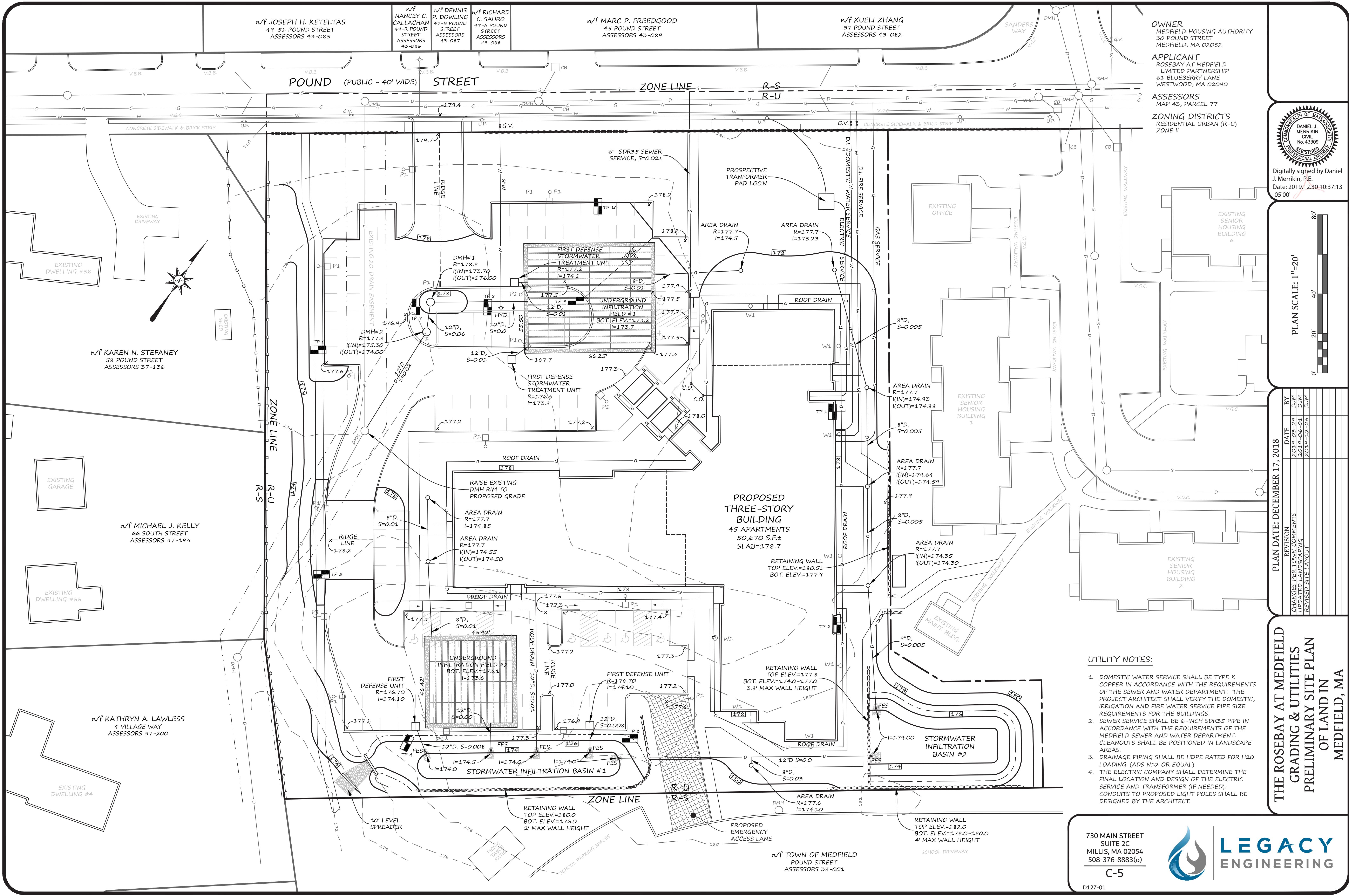
REVISED SITE LAYOUT

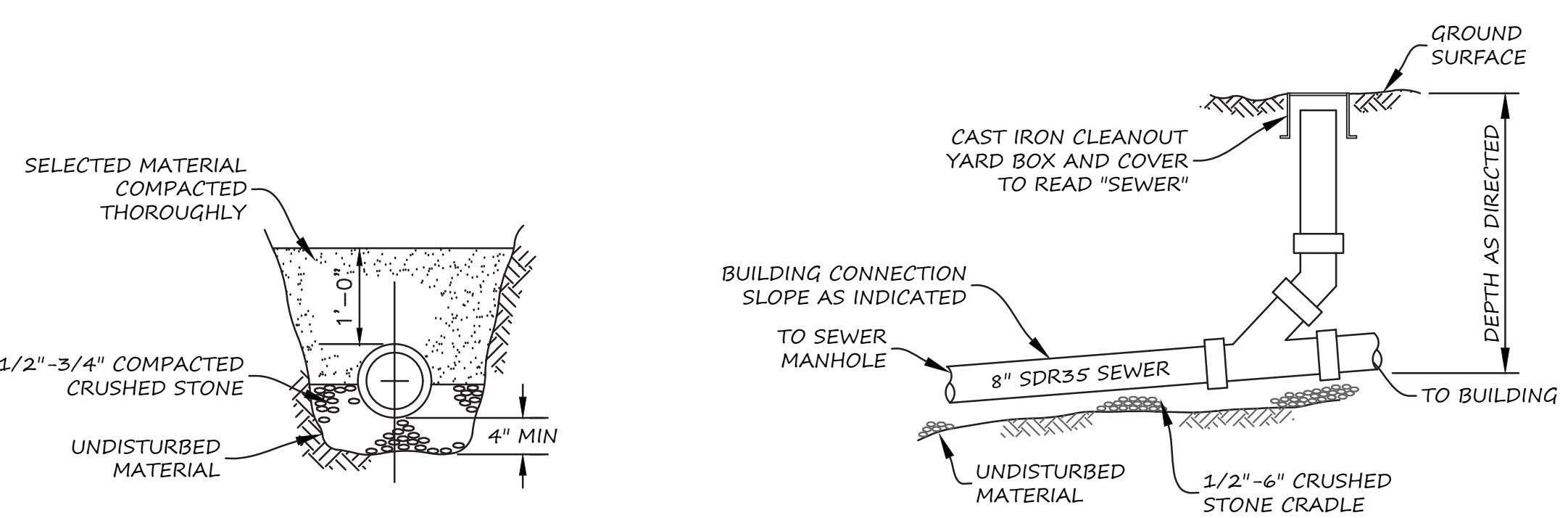
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2014-06-01

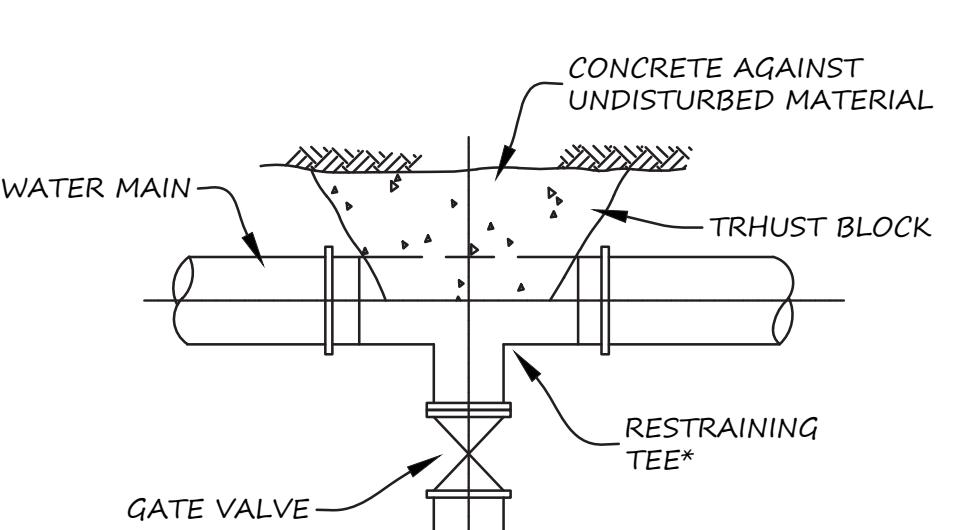
2014-12-26

BY DUM DUM

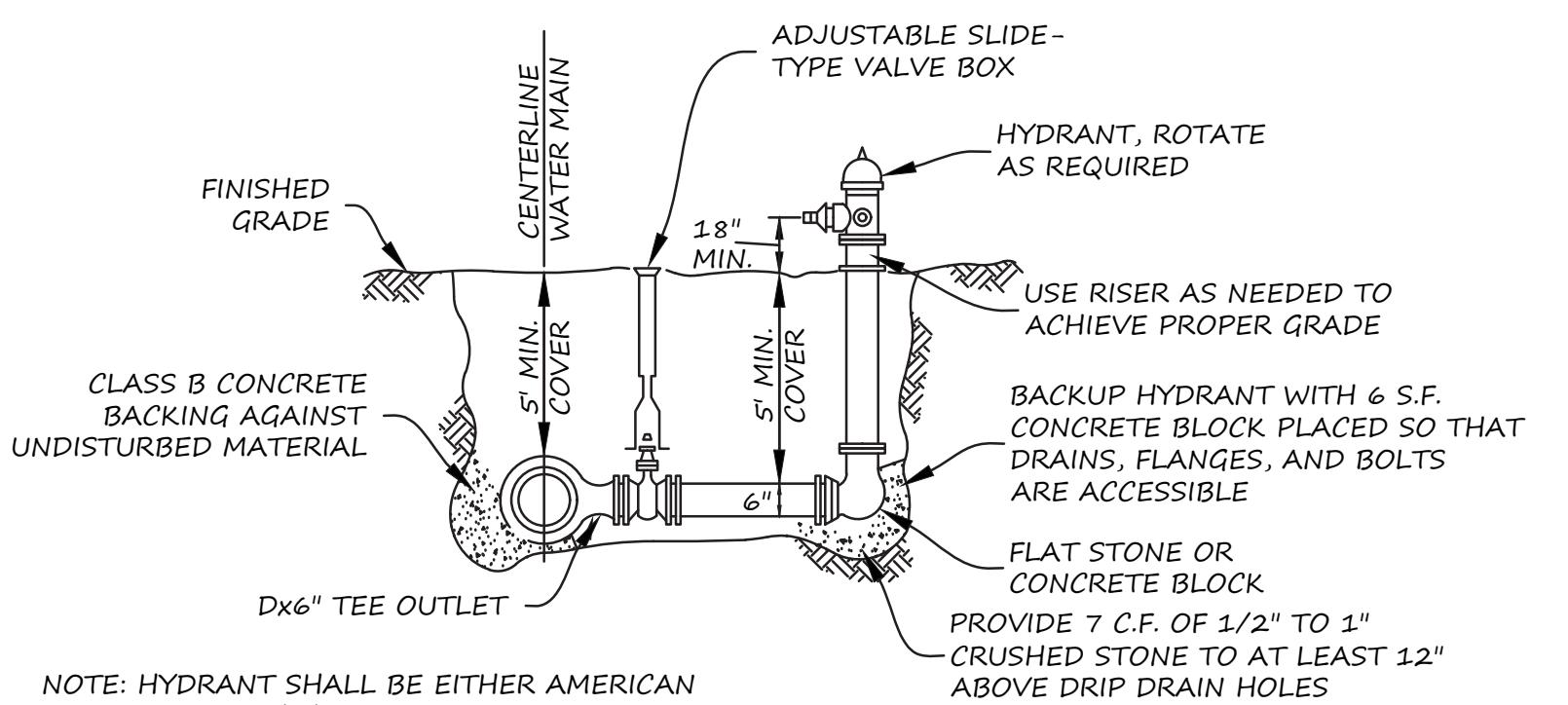




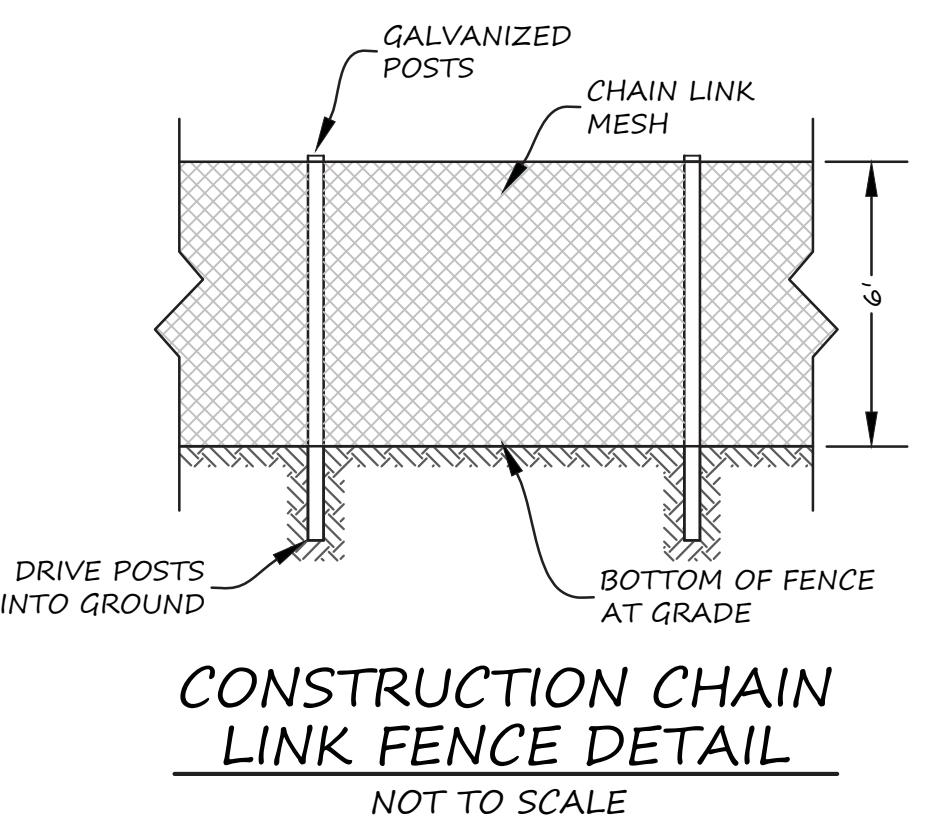
TYPICAL BUILDING SEWER CONNECTION
NOT TO SCALE



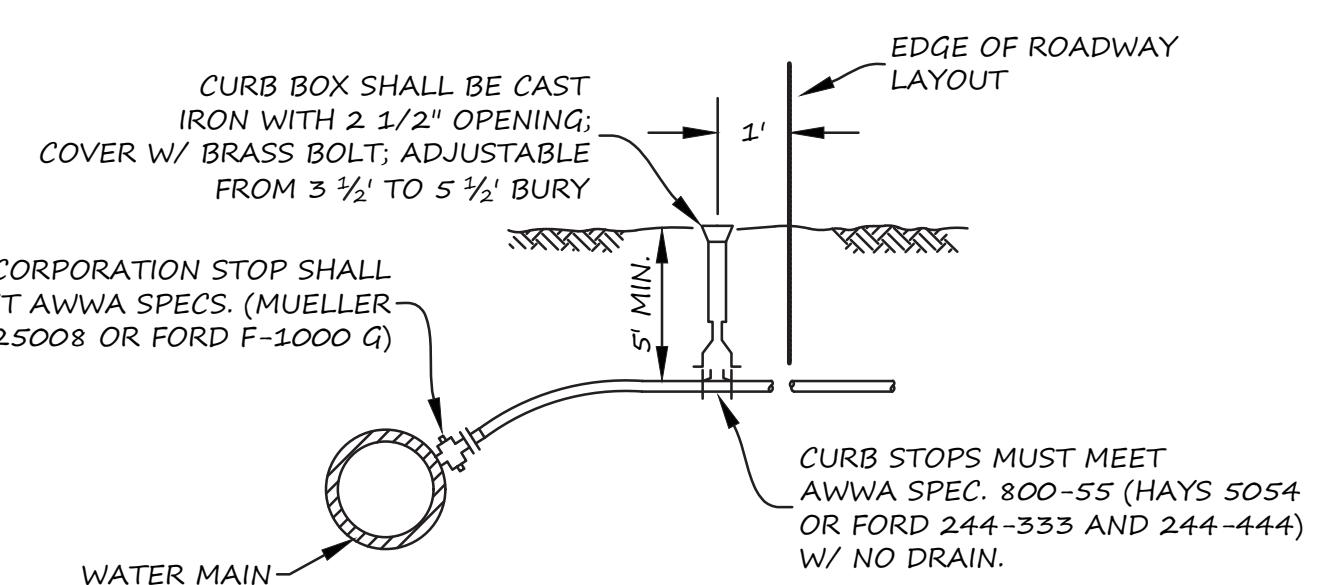
TYPICAL LATERAL GATE VALVE CONNECTION DETAILS
NOT TO SCALE



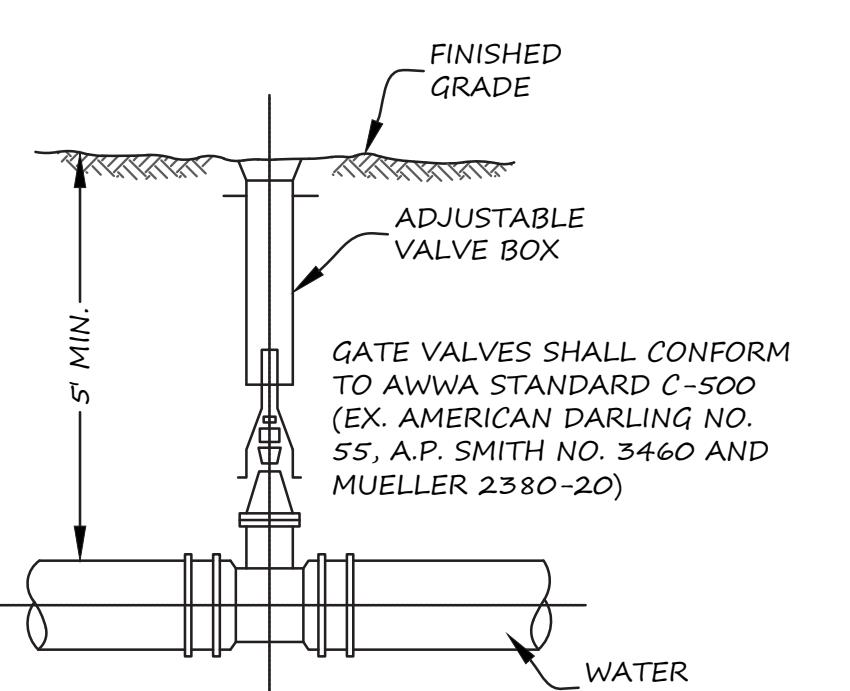
TYPICAL HYDRANT ASSEMBLY DETAIL
NOT TO SCALE



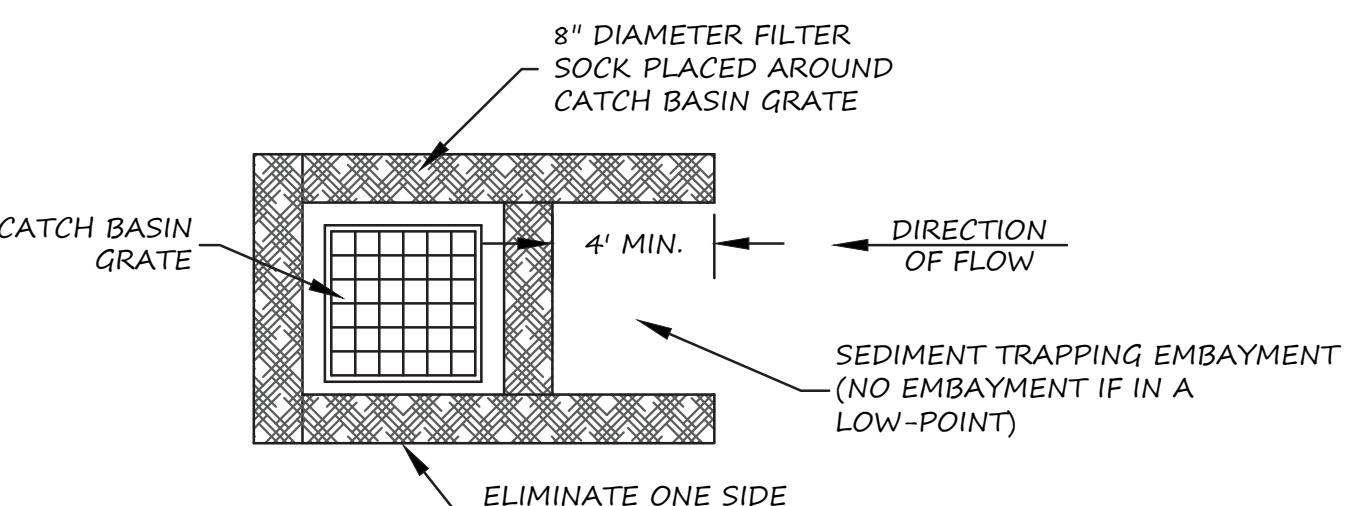
CONSTRUCTION CHAIN LINK FENCE DETAIL
NOT TO SCALE



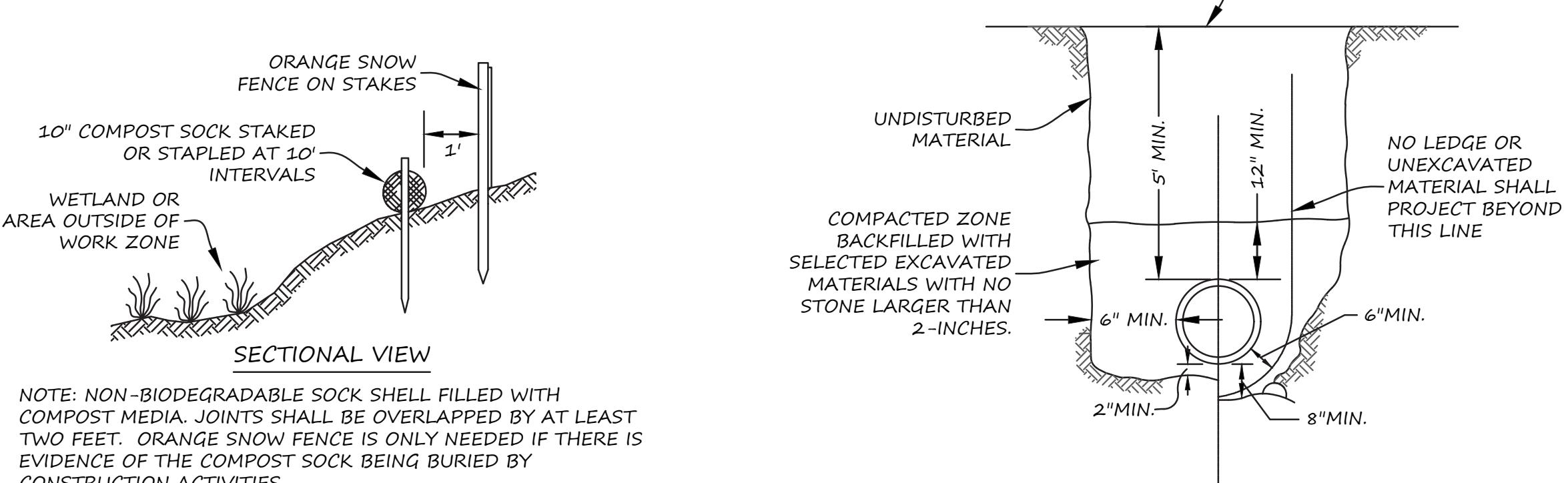
TYPICAL WATER SERVICE CONNECTION
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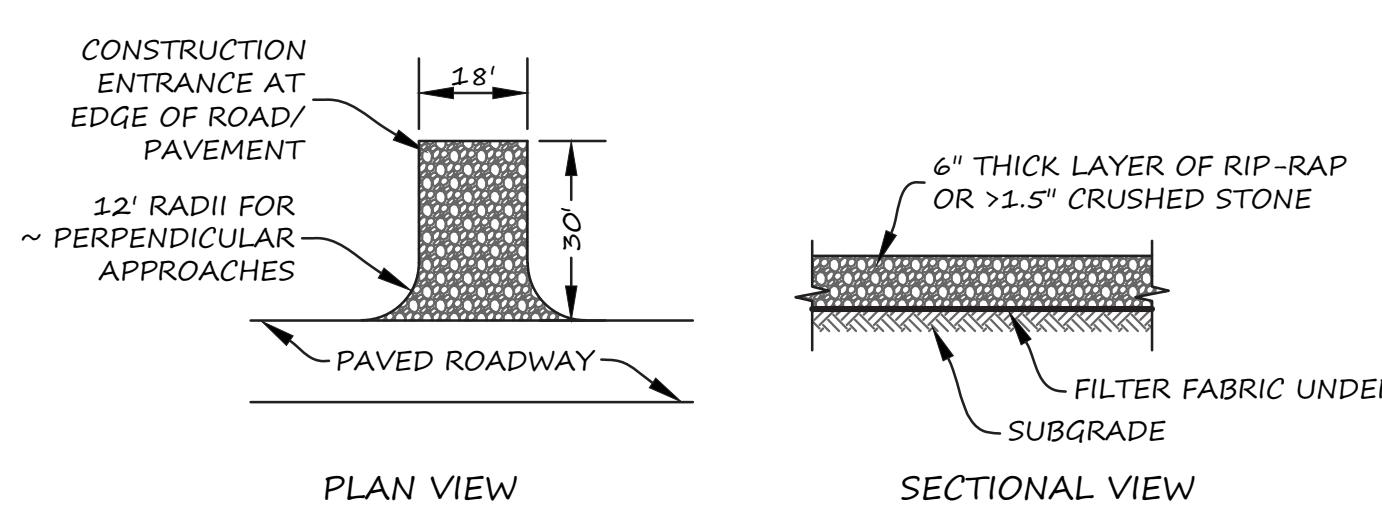
TYPICAL GATE VALVE
NOT TO SCALE



INLET PROTECTION DETAIL
NOT TO SCALE



EROSION CONTROL DETAIL (COMPOST SOCK)
NOT TO SCALE



CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE



WATER MAIN TRENCH DETAIL
NOT TO SCALE

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT



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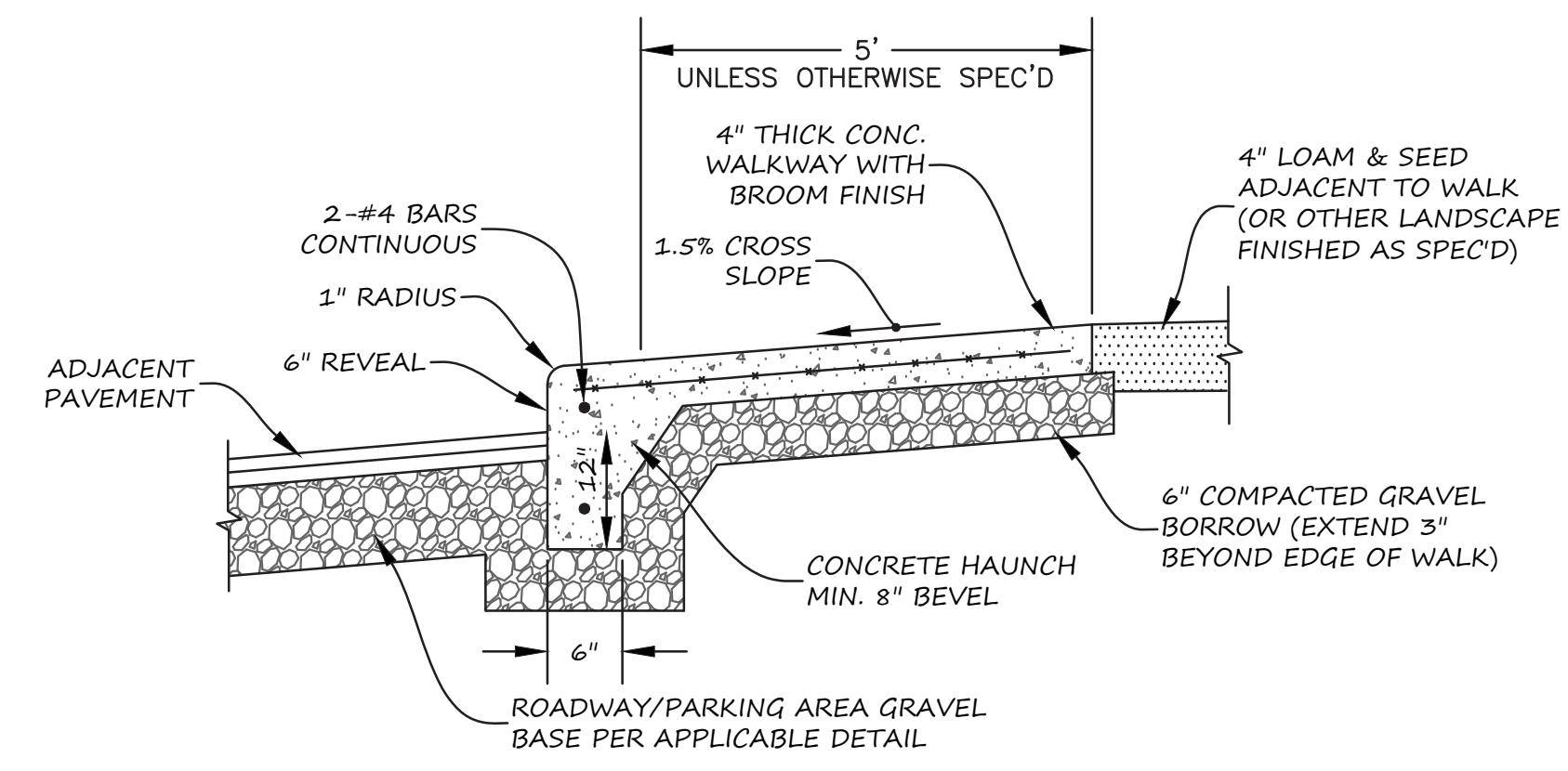
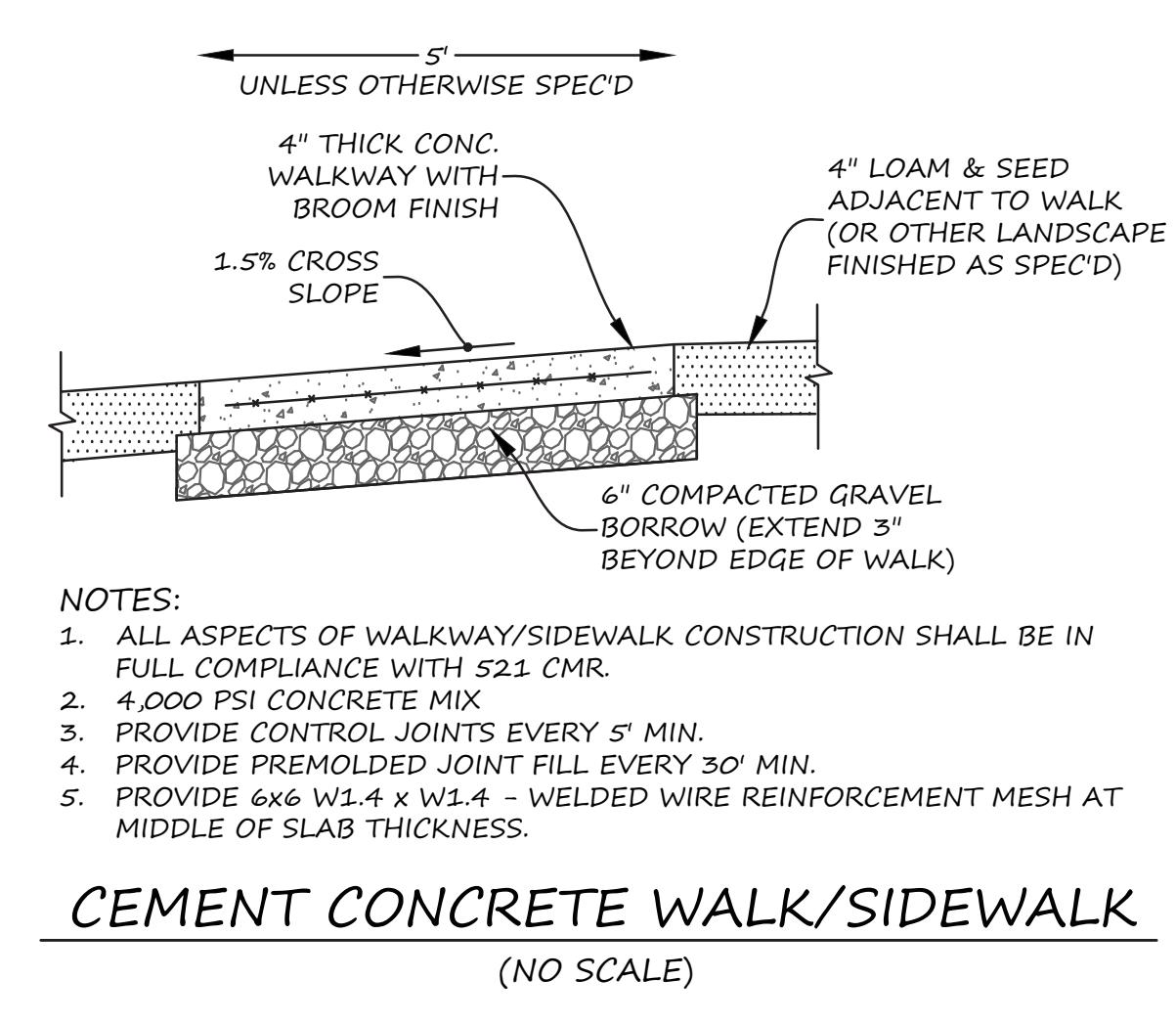
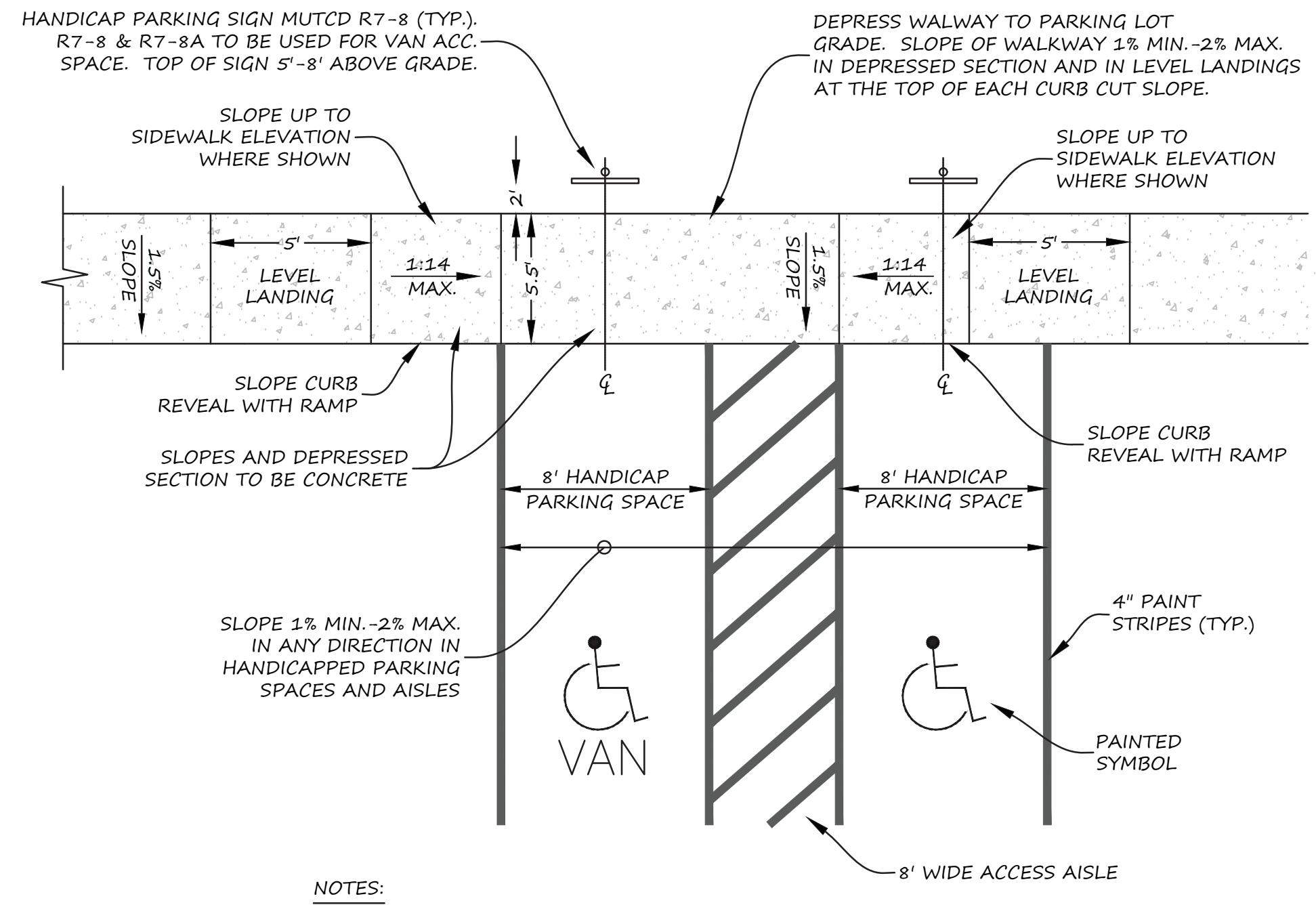
PLAN SCALE: NOT TO SCALE

PLAN DATE: DECEMBER 17, 2018

THE ROSEBAY AT MEDFIELD
PRELIMINARY SITE PLAN
DETAILS
OF LAND IN
MEDFIELD, MA

REVISIONS
CHANGES PER TOWN COMMENTS
REVISED LANDSCAPING
REVISED SITE LAYOUT

DATE
2019-05-29
2019-06-01
2019-12-26



OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

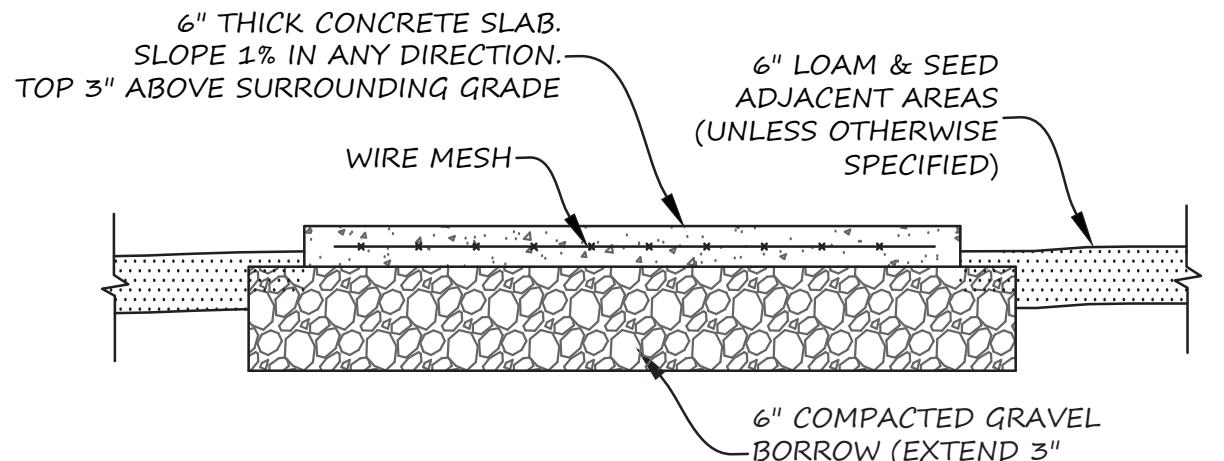
ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT



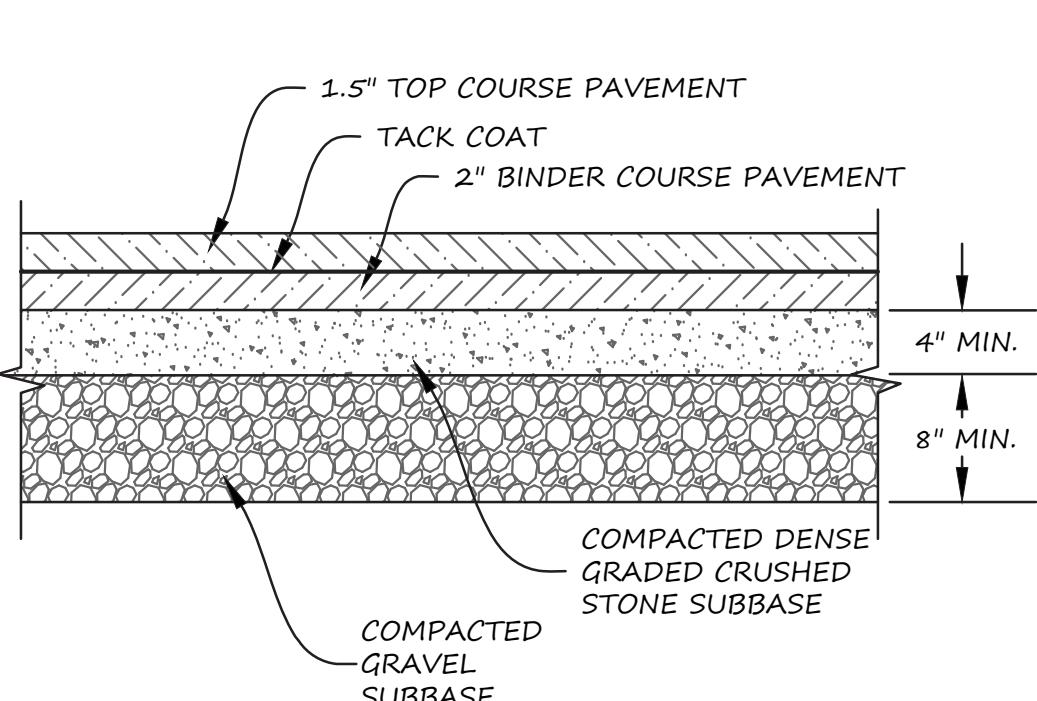
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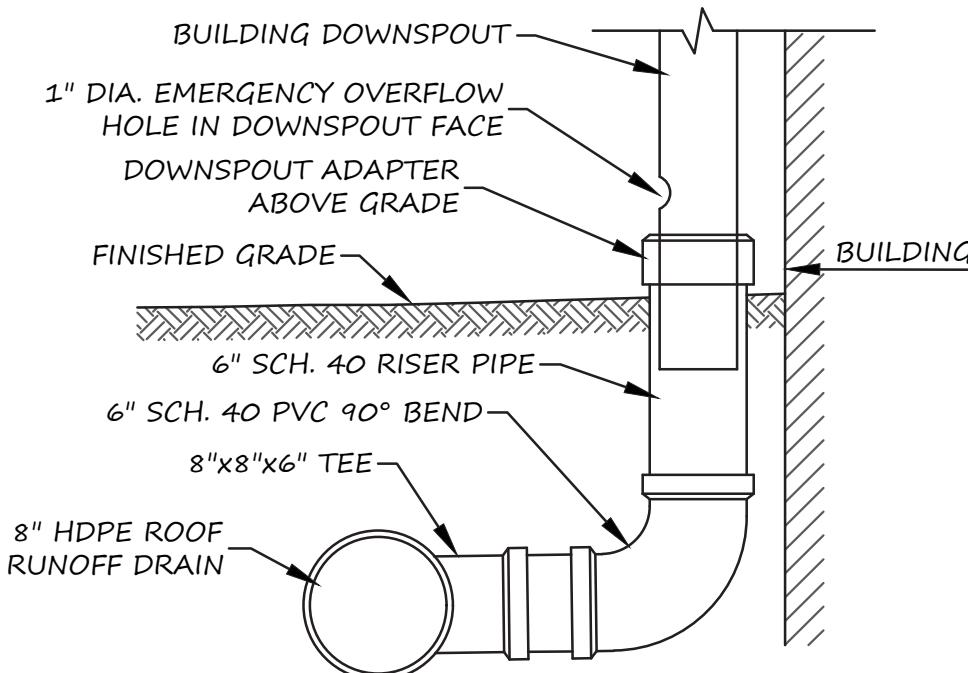


MISC. CONCRETE PAD DETAIL
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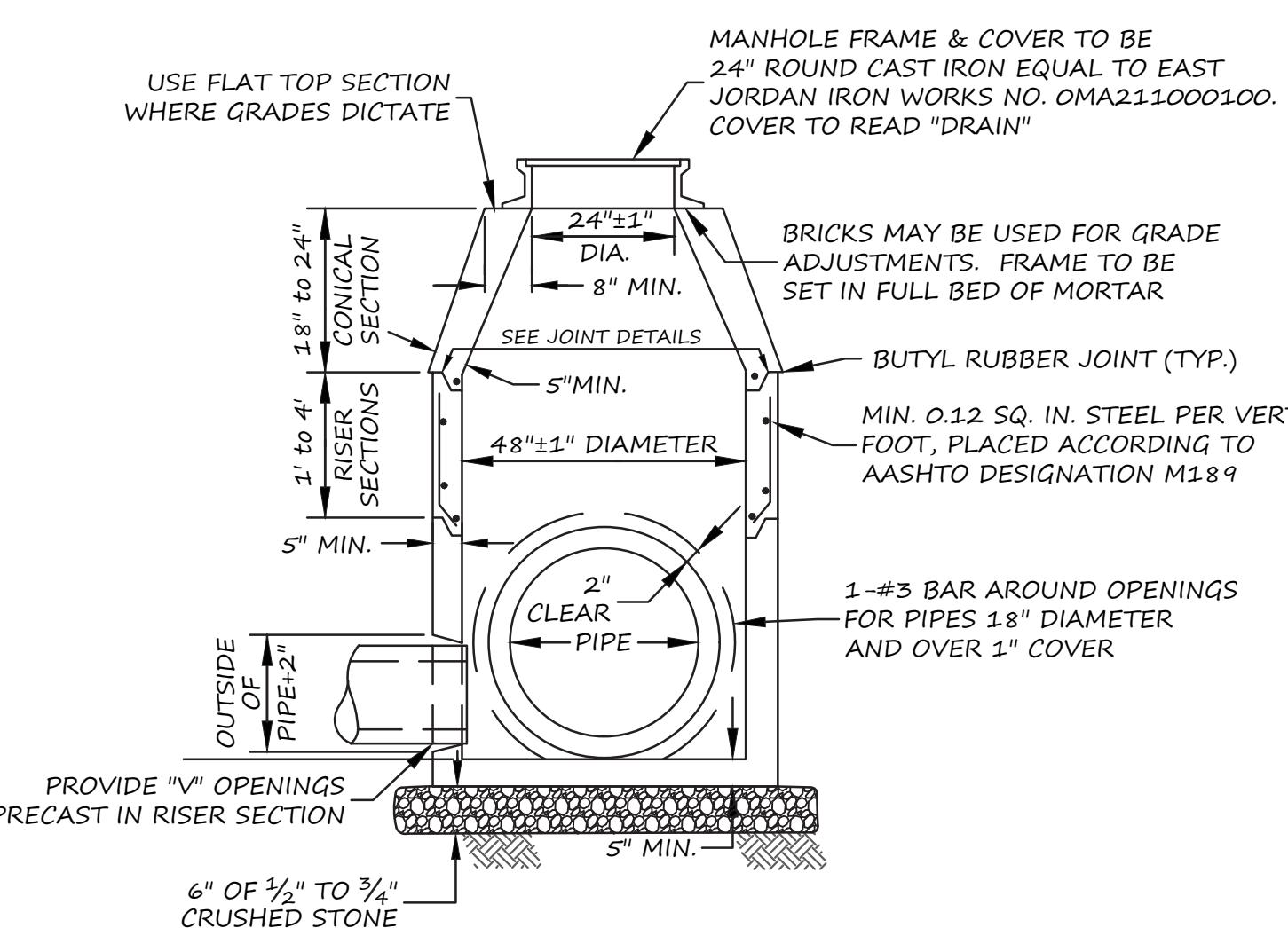
CONCRETE SIDEWALK WITH INTEGRAL CURB
(NO SCALE)



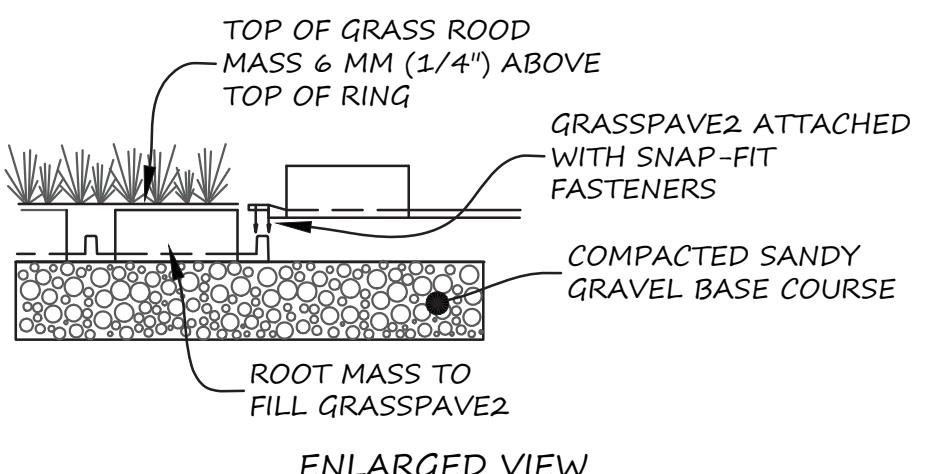
TYPICAL PARKING LOT PAVING SECTION
(NO SCALE)



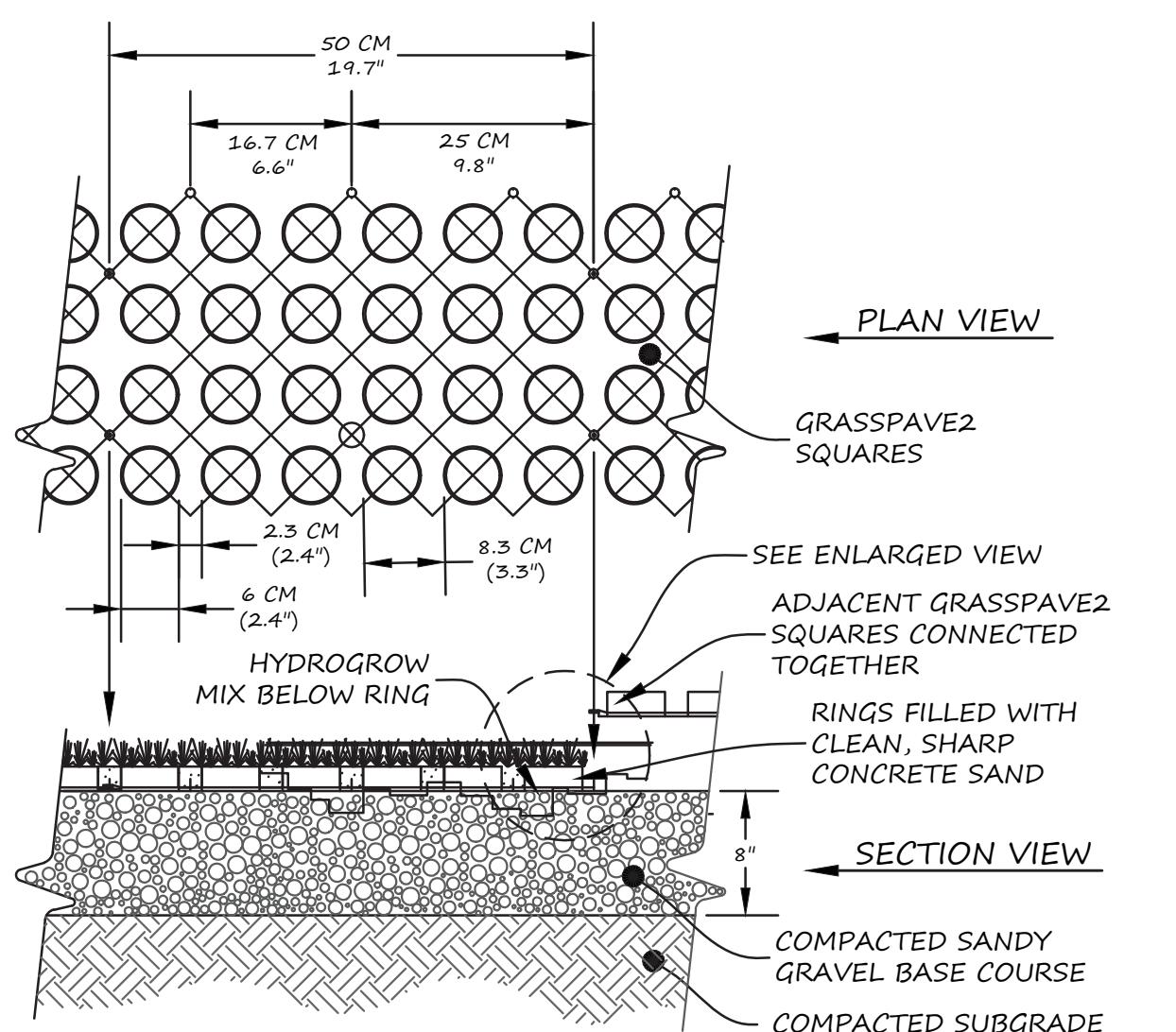
ROOF DRAIN CONNECTION
NOT TO SCALE



PRECAST CONCRETE MANHOLE
NOT TO SCALE

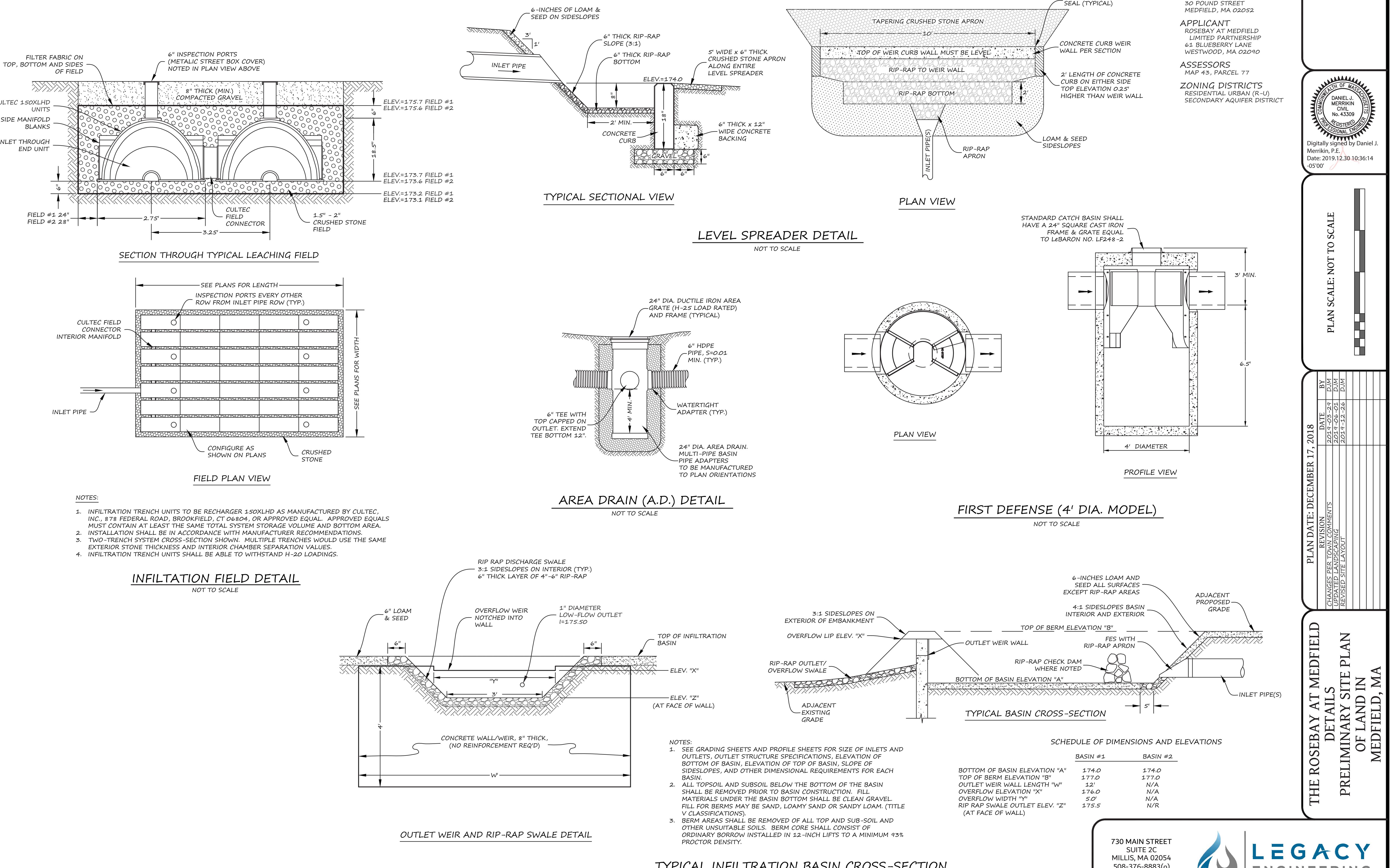


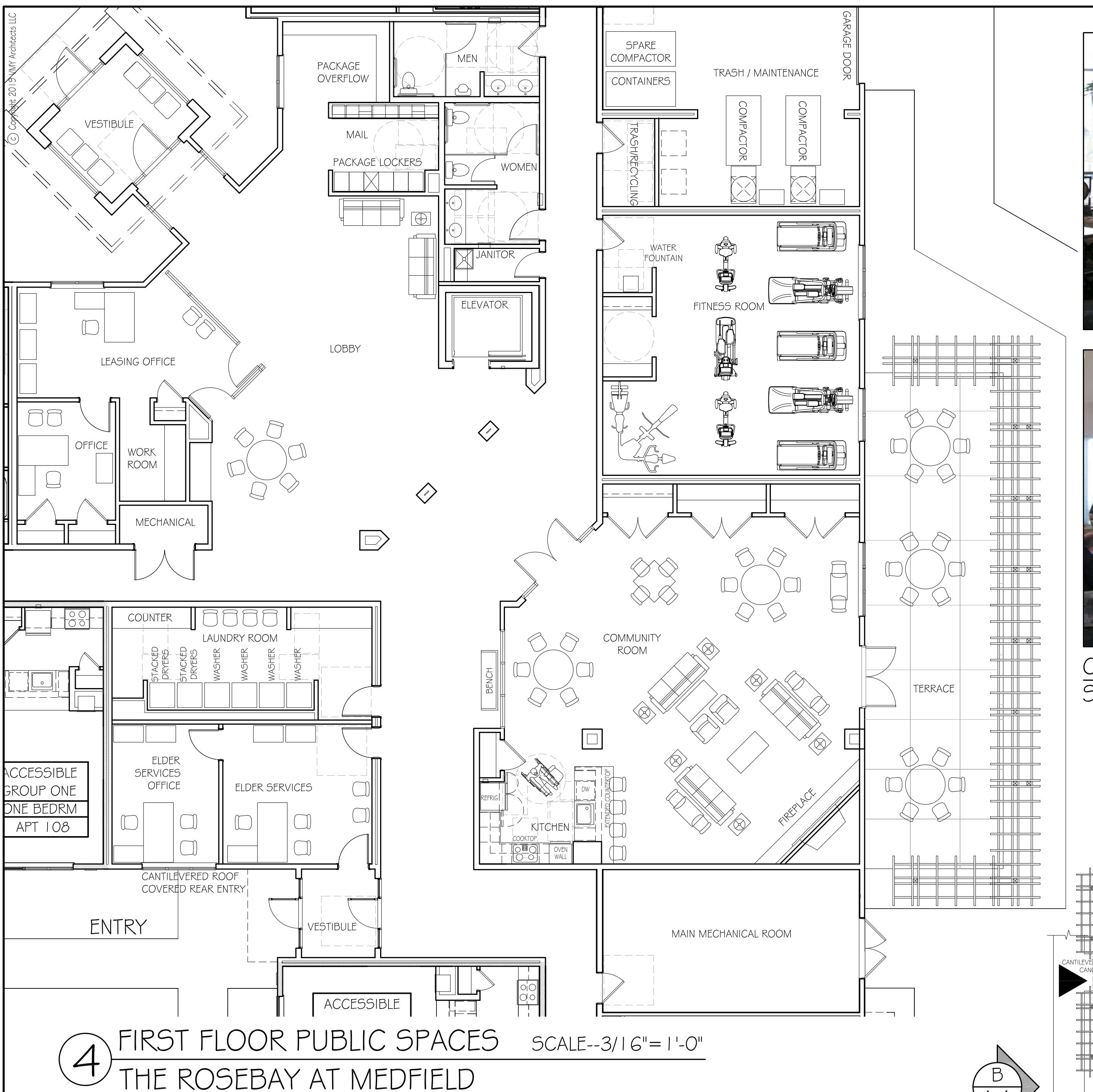
REINFORCED TURF DETAIL
(NOT TO SCALE)



THE ROSEBAY AT MEDFIELD
DETAILS
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

PLAN DATE: DECEMBER 17, 2018
REVISIONS
CHANGES FOR TOWN COMMENTS
REVISED LANDSCAPING
REVISED SITE LAYOUT
DATE BY
2019-05-29
2019-06-01
2019-12-26





VINYL TRELLIS ASSEMBLIES AT
SIMILAR APARTMENT BUILDINGS



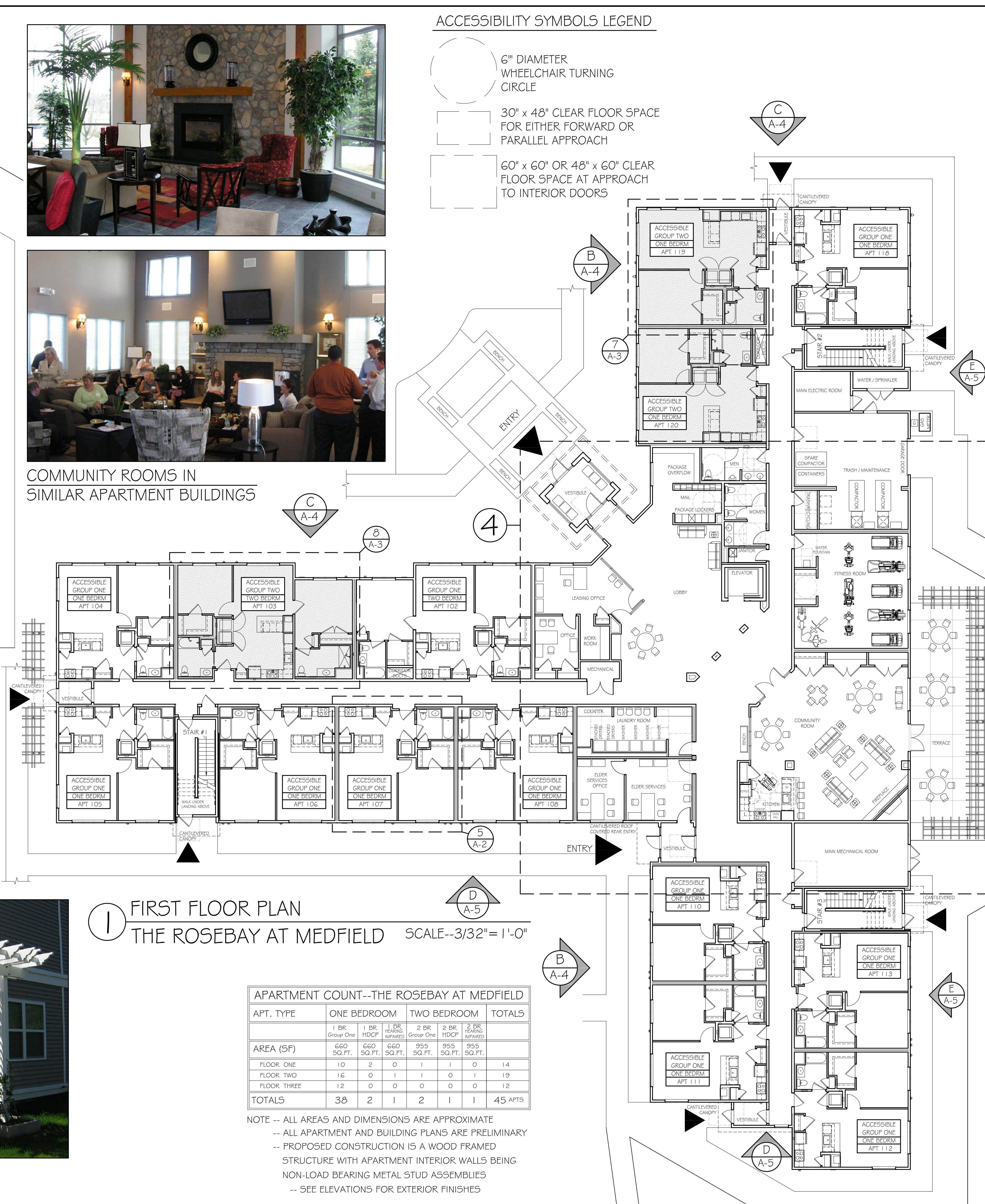
VINYL TRELLIS ASSEMBLIES AT
SIMILAR APARTMENT BUILDINGS



COMMUNITY ROOMS IN
SIMILAR APARTMENT BUILDINGS

ACCESSIBILITY SYMBOLS LEGEND

- 6" DIAMETER WHEELCHAIR TURNING CIRCLE
- 30" x 48" CLEAR FLOOR SPACE FOR EITHER FORWARD OR PARALLEL APPROACH
- 60" x 60" OR 48" x 60" CLEAR FLOOR SPACE AT APPROACH TO INTERIOR DOORS



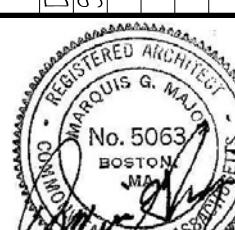
Rosebay at Medfield Limited Partnership
owner--Applicant
VMY Architects LLC
188 Needham Street, Suite 200, Newton, MA 02464

Scale : As Noted
Drawn : MMajor
Chkd by : MGM
Proj. No. : 1824
Dwg. No. :

A-1

The Rosebay at Medfield
30 Pound Street, Medfield, Massachusetts

Preliminary Design Plans and Drawings
DC 6/2019 : Issued for Comprehensice Permit
5/23/2019 : Issued for Design Approval
Issued for Building Permit
Issued for Construction



APPROVED ALLEGEDLY
MASSACHUSETTS STATE AUDITOR

5/23/2019

MASSACHUSETTS STATE AUDITOR



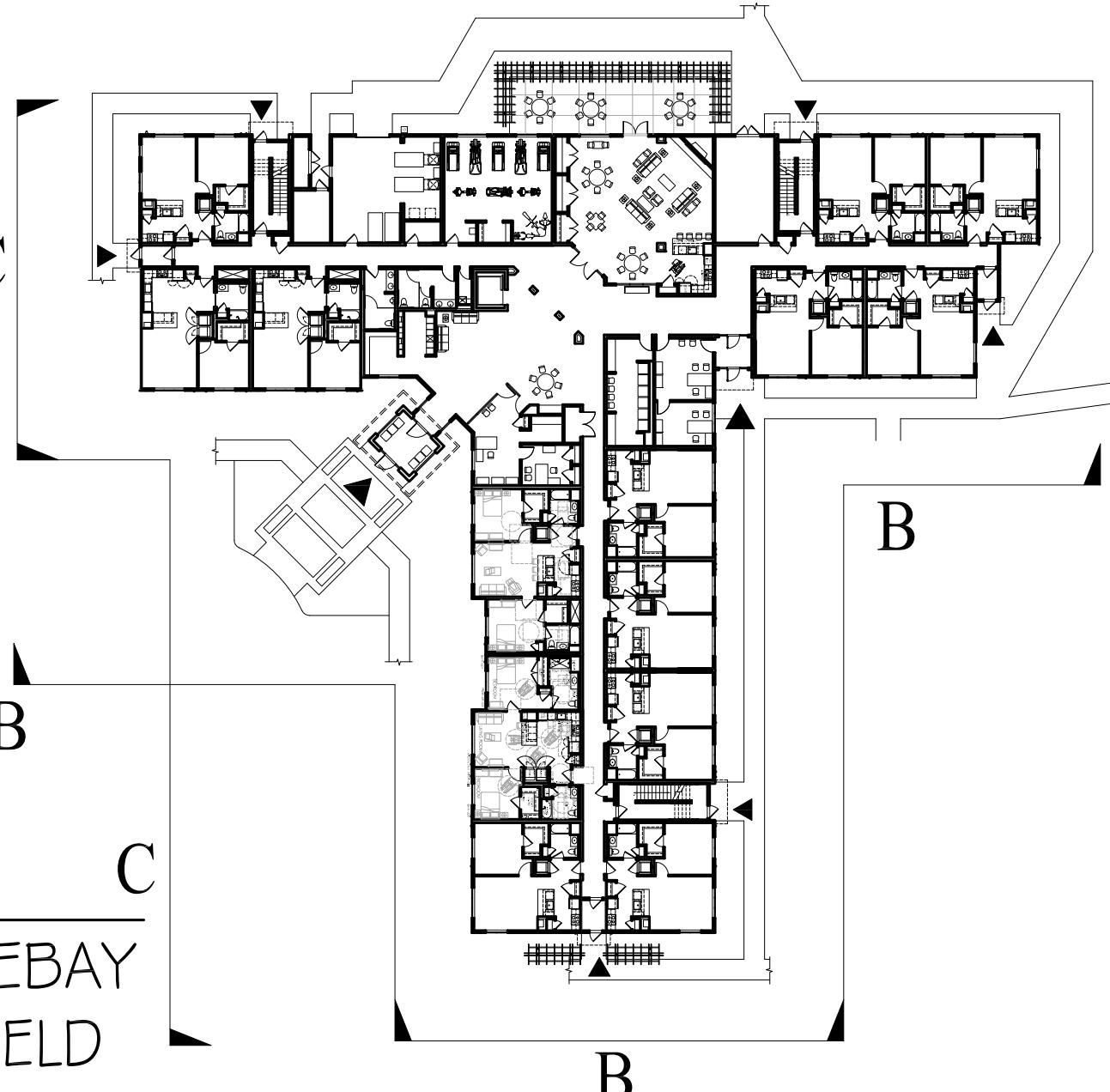
SIMILAR APARTMENT BUILDING DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



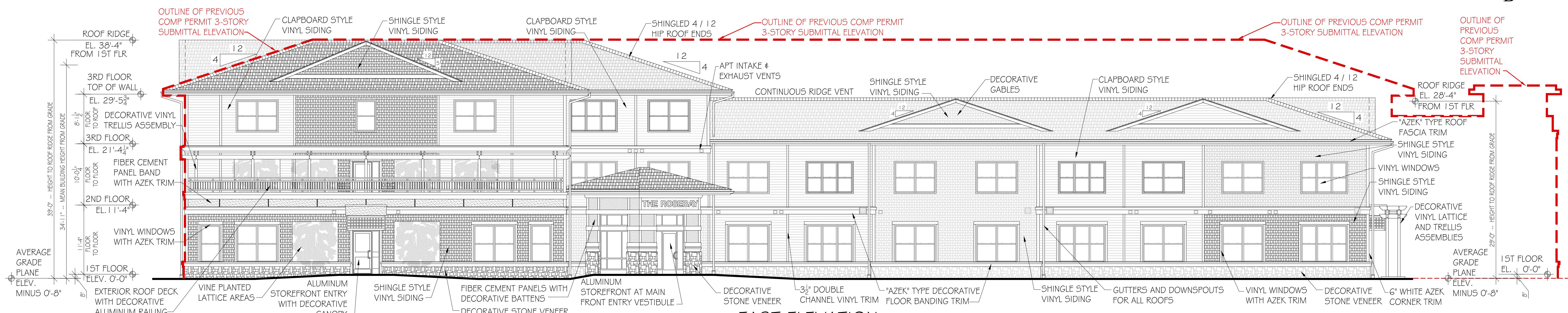
SIMILAR APARTMENT BUILDING DECORATIVE TRELLIS ASSEMBLY AT OUTDOOR PATIO AREA



SIMILAR APARTMENT BUILDING ENTRY WITH DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



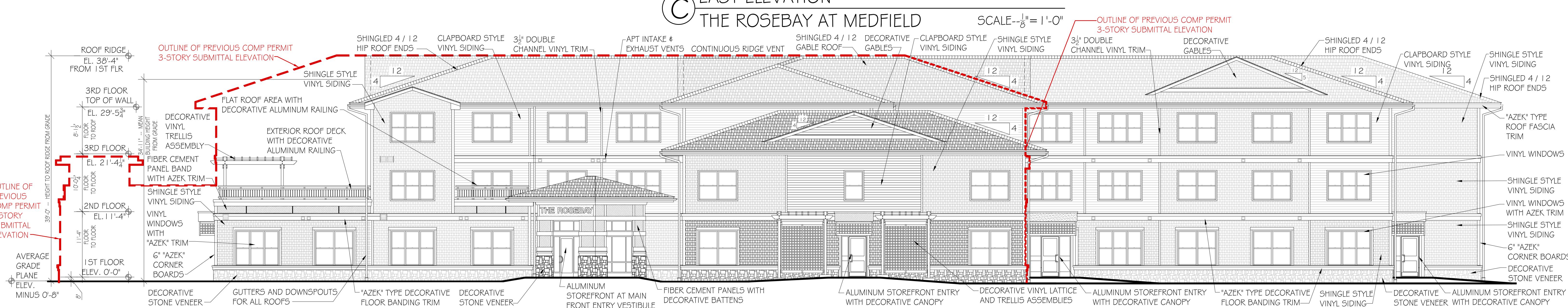
KEY PLAN C THE ROSEBAY AT MEDFIELD



STONE VENEER CHANNEL VINYL TRIM FLOOR BANDING TRIM

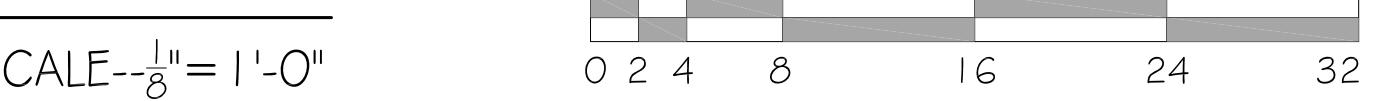
EAST ELEVATION

THE ROSEBAY AT MEDFIELD



NORTH ELEVATION

THE ROSEBAY AT MEDFIELD





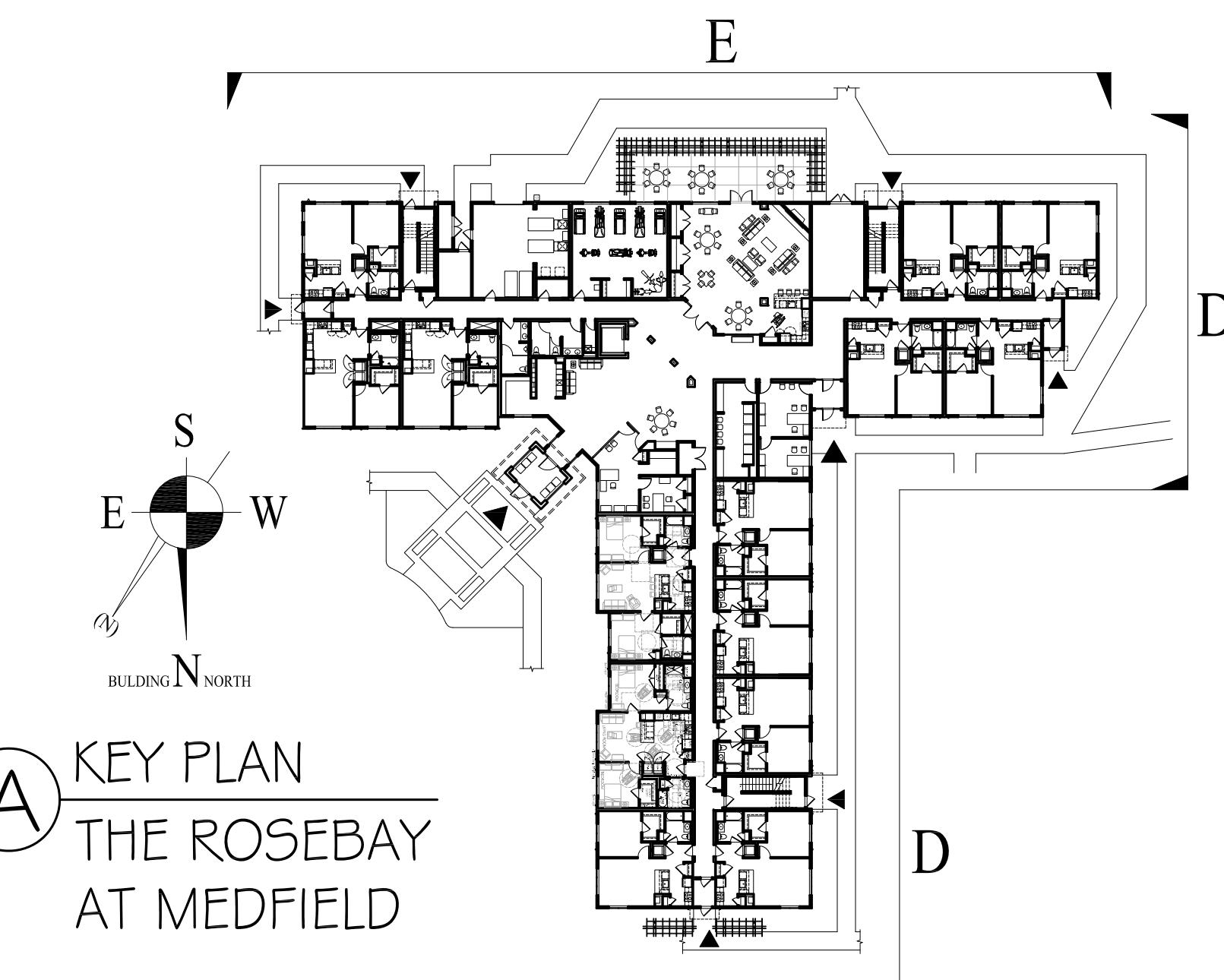
SIMILAR APARTMENT BUILDING
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



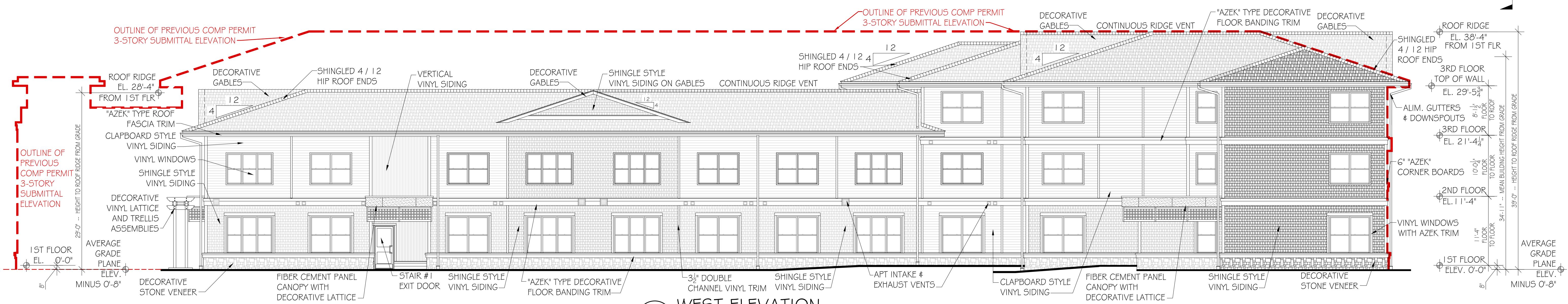
SIMILAR APARTMENT BUILDING DECORATIVE
TRELLIS ASSEMBLY AT OUTDOOR PATIO AREA



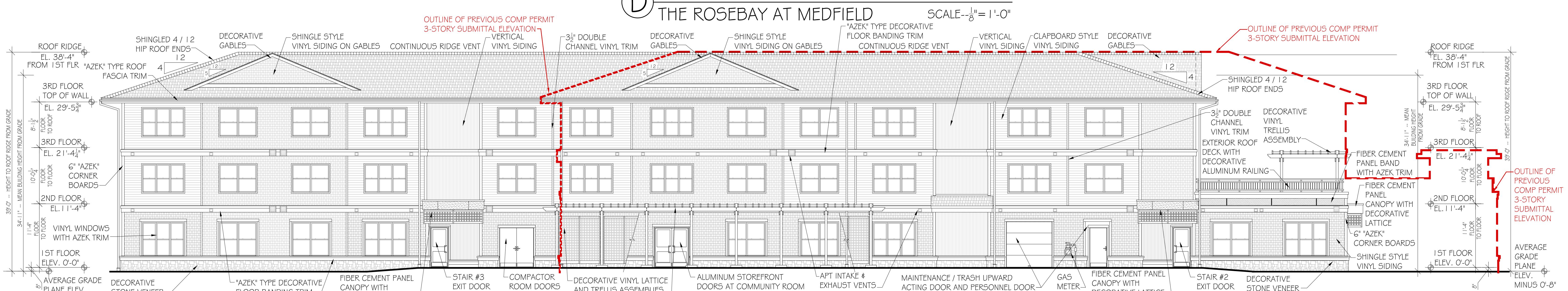
SIMILAR APARTMENT BUILDING ENTRY WITH
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



A KEY PLAN
THE ROSEBAY
AT MEDFIELD



D WEST ELEVATION
THE ROSEBAY AT MEDFIELD



E SOUTH ELEVATION
THE ROSEBAY AT MEDFIELD

SCALE - $\frac{1}{8}$ = 1'-0"

Graphic Scale in Feet
0 2 4 8 16 24 32

Attachment 4

LOCUS MAP



**Medfield Council on Aging
and the Center at Medfield
(Senior Center)**

**United
States
Post Office**

CVS Pharmacy

**Medfield
Town House
(Town Hall)**

**Medfield
Public
Library**

Avenue Restaurant

Brothers Marketplace



**Medfield
Housing
Authority
and Tilden
Village**

**Medfield High School
and Middle School Complex**

LOCUS MAP

The Rosebay at Medfield

Attachment 5

SITE CONTEXT PHOTOGRAPHS



MassGIS aerial photo showing physical context of development site in surrounding neighborhood.



**View of Pound Street along development site frontage, looking SW
from near North corner of development site.**



View of development site frontage along Pound Street, looking SSW from across Pound Street beyond North corner of development site.



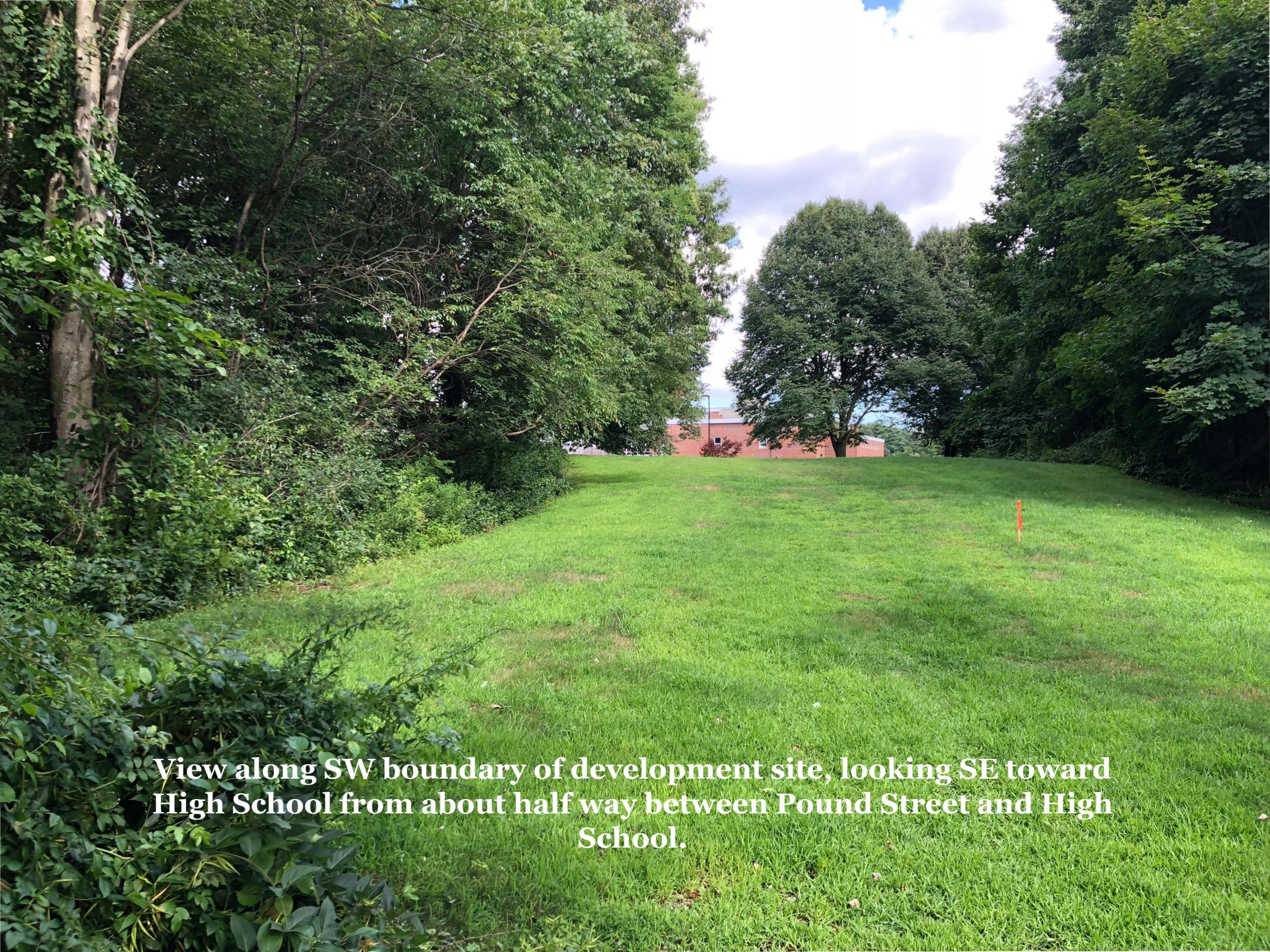
View of front of development site along Pound Street, looking SSE from Pound Street.



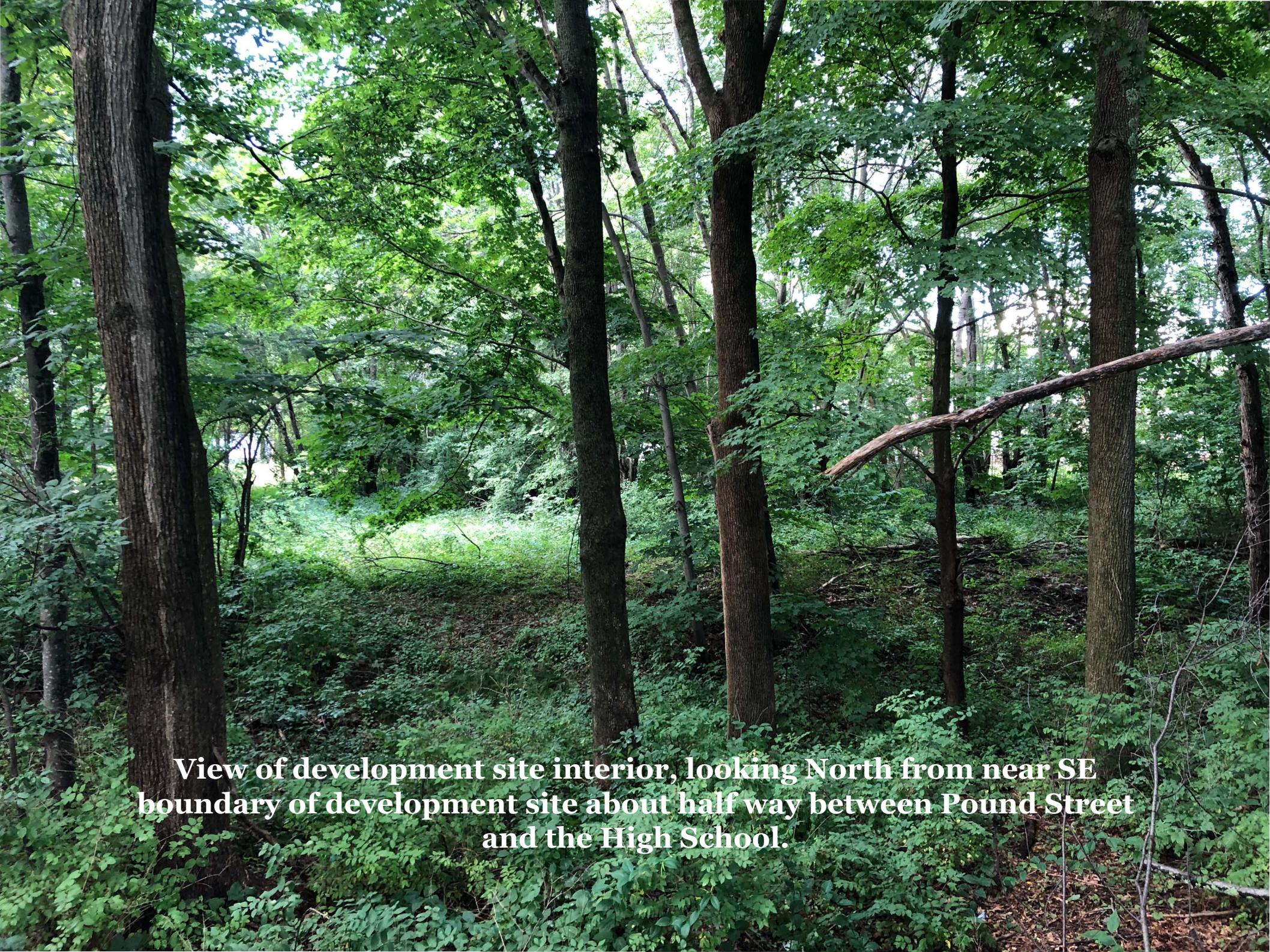
View of front of development site along Pound Street, looking East from Pound Street.



**View along SW boundary of development site, looking SE from
Pound Street toward High School.**



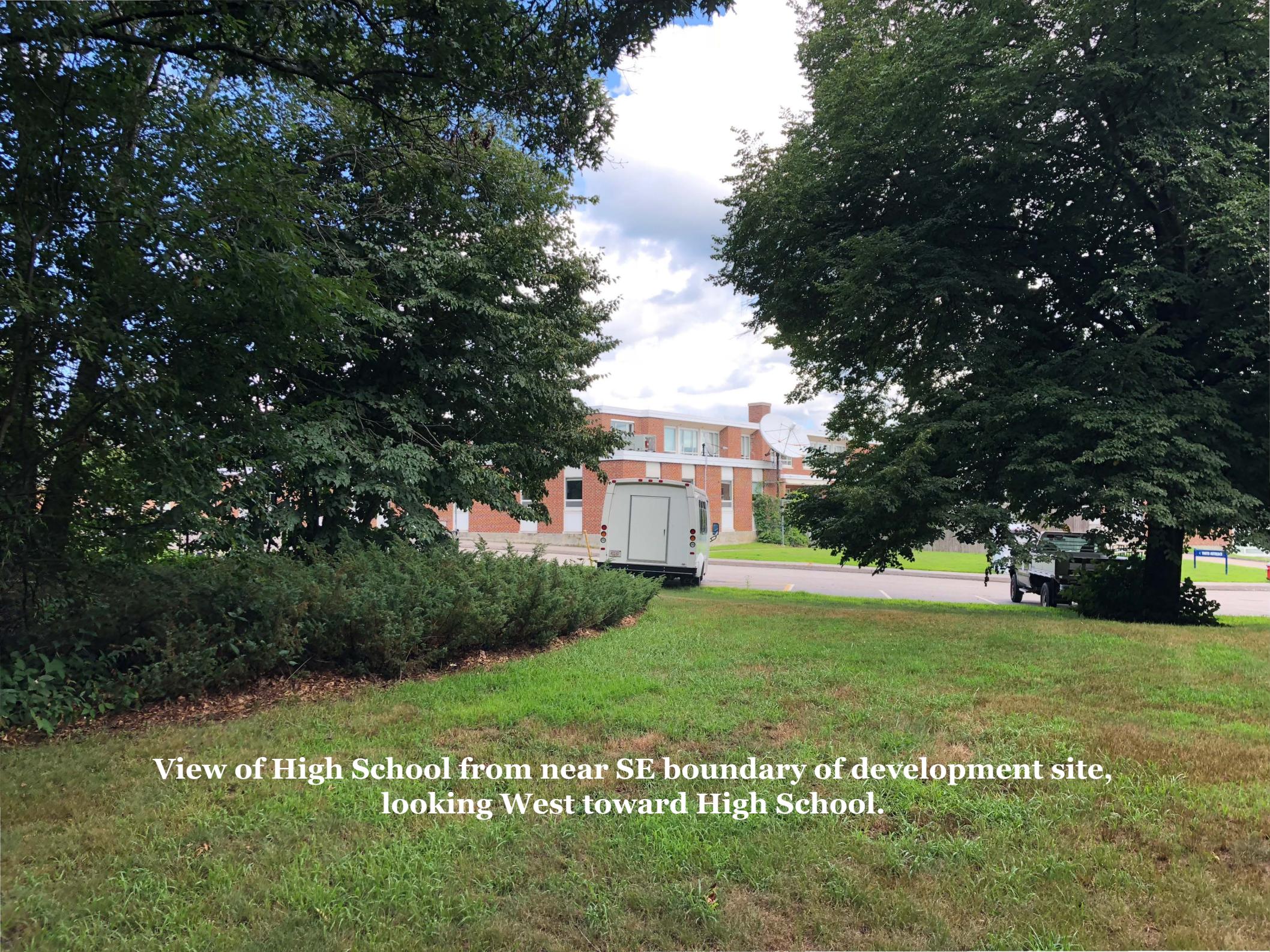
View along SW boundary of development site, looking SE toward High School from about half way between Pound Street and High School.



View of development site interior, looking North from near SE boundary of development site about half way between Pound Street and the High School.



View of development site interior, looking West from rear of development site near High School.



**View of High School from near SE boundary of development site,
looking West toward High School.**



**View of High School, looking East from near South corner bound
of development site.**



View along SE boundary of development site, looking NE from rear of development site near High School.



View along NE boundary of development site, looking NW from near East corner bound of development site.



View of Pound Street along development site frontage, looking NE from near West corner bound of development site.



View of Tilden Village bordering NW boundary of development site.

Attachment 6

TABLE OF PROPOSED BUILDINGS

The Rosebay at Medfield

Medfield, MA

TABLE OF PROPOSED BUILDINGS

APARTMENT COUNT--THE ROSEBAY AT MEDFIELD						
APT. TYPE	ONE BEDROOM			TWO BEDROOM		TOTALS
	1 BR Group One	1 BR HDCP	1 BR, HEARING IMPAIRED	2 BR Group One	2 BR HDCP	2 BR, HEARING IMPAIRED
AREA (SF)	660 5Q.FT.	660 5Q.FT.	660 5Q.FT.	955 5Q.FT.	955 5Q.FT.	955 5Q.FT.
FLOOR ONE	10	2	0	1	1	0
FLOOR TWO	16	0	1	1	0	1
FLOOR THREE	12	0	0	0	0	0
TOTALS	38	2	1	2	1	1
TOTAL GROUP TWO HP UNITS IS 3 WHICH EXCEEDS 5% (45 x .05=2.25) AS PER THE ARCHITECTURAL BARRIERS BOARD CODE						
TOTAL HEARING IMPAIRED UNITS IS 2 WHICH EXCEEDS 2% (45 x .02=0.90) AS PER THE ARCHITECTURAL BARRIERS BOARD CODE						

Note—"HDCP" refers to Massachusetts Group 2 units

Bathroom Counts—1BR—One Full Bath; 2BR—Two Full Baths

All Apartments are "Visitable" and are "Universal Design" units

All of the units in the proposed development will be rental apartment homes.

Attachment 7

SUPPORTIVE SERVICES PROVIDER LETTER

July 26, 2024

Mr. Brian J. McMillin
NewGate Housing LLC
61 Blueberry Lane
Weswood, MA 02090

Dear Mr. McMillin:

Please accept this letter of our strong support for NewGate Housing and its development of The Rosebay at Medfield, proposed as a community of 41 affordable one bedroom/one bath apartment homes and 4 affordable two bedroom/two bath apartment homes (45 total units) for adults aged 62 and over.

Medfield has long suffered from an undesirable outflow of its senior residents who are unable to remain in their chosen community because they cannot afford the cost of housing. With all 45 apartments in The Rosebay at Medfield affordable to households at or below 60% of the area median income, and nine apartments (20% of total units) affordable to households at or below 30% of the median income (ELI units), this new development will help alleviate the acute undersupply of affordable housing for seniors in Medfield. Located in close proximity to Medfield Center, and immediately adjacent to Medfield High School/Middle School Complex and Tilden Village (the Medfield Housing Authority's public housing for seniors and disabled individuals), residents of this new development will be well located for access to health care providers, pharmacies, retail centers, banks, houses of worship for a number of denominations, recreational facilities, the Medfield library, the Town Hall, as well as the places where community programs, performances, and other local events are often held.

HESSCO is the designated Aging Services Access Point (ASAP) and serves as the Area Agency on Aging (AAA) for 12 communities in the greater Norfolk County area, including Medfield. As a well-respected supportive services organization that has worked with and for older adults and individuals with disabilities for over 40 years, HESSCO has the experience and qualifications to oversee the supportive services program for residents of The Rosebay. Our organization has a long and distinguished history of developing, implementing, and coordinating programs to support individuals of all ages, and caregivers, and we look forward to continuing that tradition for the residents of your new development.

In partnership with NewGate, The Rosebay's property management team, and the Town of Medfield Council on Aging, we look forward to creating a coordinated supportive services program that will offer a full scope of services, activities, and amenities designed around the needs of the senior residents of this new community. We firmly believe that this new

development provides an excellent opportunity to combine supportive services and affordable housing together under one roof.

We are aware of the unique comprehensive supportive services program that NewGate previously designed for Lydia Square Apartments in Rockland, and we would be pleased to be able to develop a similar program for The Rosebay at Medfield. HESSCO is confident that the combined experience of NewGate, HESSCO, and the Medfield Council on Aging will offer the Town of Medfield a high-quality housing project that provides supportive services for its residents. We strongly support this project and your effort to provide affordable housing with an integrated supportive services program.

Sincerely,



Mary Jean McDermott
Executive Director

Attachment 8

PARKING AND LOT COVERAGE SUMMARIES

The Rosebay at Medfield

Medfield, MA

PARKING AND LOT COVERAGE SUMMARIES

PARKING SUMMARY

Number of open air spaces* ----- 57 (plus 12 designated available future spaces)

Ratio of Parking Spaces to Housing Units ----- 57:45 (1.27 spaces per unit)

*Includes 10 handicap van accessible spaces

LOT COVERAGE SUMMARY (APPROX.)

<u>USE</u>	<u>AREA (S.F.)</u>	<u>LOT COVERAGE</u>
Total All Buildings	20,700	19.0 %
Pavement (including Walks)	39,100	36 %
Total Impervious Area	59,800	55 %
Open Space	49,900	45 %

Attachment 9

TABLE OF ZONING AND REQUESTED WAIVERS

WAIVERS REQUESTED FROM LOCAL REQUIREMENTS

Rosebay at Medfield Limited Partnership (the “*Applicant*”) proposes to develop The Rosebay at Medfield, a multifamily affordable housing community that qualifies for a Comprehensive Permit pursuant to Massachusetts General Laws, Chapter 40B, Sections 20 – 23.

In its application to the Town of Medfield Zoning Board of Appeals (the “ZBA”) for a Comprehensive Permit for the proposed development, and during the hearing thereof, the Applicant expects to request waivers from the requirements of the Zoning Bylaw for the Town of Medfield, Massachusetts to the extent that the proposed development does not comply with the provisions thereof, including but not limited to the specific provisions set forth in the table below. The Applicant may seek revised or additional waivers of local zoning requirements in its application for a Comprehensive Permit for the proposed development, and during the Comprehensive Permit hearing process as the development proposal matures and the designs and plans for the proposal are revised. In its application to the ZBA for a Comprehensive Permit for the proposed development, the Applicant expects to request waivers from other local requirements in addition to requests for waivers from local zoning requirements.

The proposed development is situated within the Residential Urban (RU) zoning district in the Town of Medfield. The site is also located within the Town’s Aquifer Protection District – Secondary Aquifer Zone (Zone 2) overlay district.

The Applicant has requested copies of all bylaws and regulations pertaining to zoning in the Town of Medfield, and has been provided with the following materials by Town officials:

The Applicant’s representatives requested from Medfield officials copies of all bylaws, rules, and regulations pertaining to zoning in Medfield (collectively, “*Zoning Requirements*”), and obtained the following materials applicable to the proposed development either from local officials or from the Town of Medfield’s official website:

- A. Town of Medfield Bylaws, Chapter 300: Zoning (as revised through May 1, 2023 and presented at ecode360.com).
- B. The Zoning Map of the Town of Medfield (revised through May 9, 2022, as presented at the Town’s official [website](#)).

The Applicant expects to request waivers of the following provisions of these existing zoning bylaws, rules, and regulations from the Medfield Zoning Board of Appeals:

Note 1:

Please note that the Applicant requests waivers from certain Zoning Requirements below because:

- a. The development is proposed pursuant to M.G.L. Chapter 40B and, in accordance with M.G.L. Chapter 40B, all local approvals for the proposed development are to be granted pursuant to a Comprehensive Permit to be issued by the Town of Medfield Zoning Board of Appeals (the “ZBA”) instead of being granted individually by other local permitting authorities; and
- b. Under M.G.L. Chapter 40B, the ZBA (or its designated consultants) performs a complete technical review of the Applicant’s plans and specifications during the Comprehensive Permit hearing, including but not limited to a site plan; grading, stormwater drainage, erosion and sediment control, and utilities plans; a stormwater management plan, including appropriate designs and stormwater calculations; building plans and wall details; an “Approval Not Required” plan; and outline specifications; and
- c. All work on the proposed development will be (i) performed in accordance with the plans of record approved by the ZBA or its designee, (ii) subject to the conditions contained in the Comprehensive Permit, and (iii) and inspected by the ZBA or its designee for compliance with the plans of record and the Comprehensive Permit.

Note 2:

Please note that the descriptions of local standards in the tables below (contained in the second column under the heading “Local Standard”) are not verbatim transcriptions of the applicable local standards. Such descriptions are simply summaries of the applicable local standards and are provided to facilitate the ZBA’s review of the requested waivers. Where the Applicant states a request for a waiver of a Local Requirement below, the request is for the waiver of the entire requirement, not merely the standard as summarized in the tables below.

1. MEDFIELD ZONING BY-LAW (Bylaws, Chapter 300)

Section	Local Standard	Requested Waiver
300-2.1 (Definition of “Parking Space”)	Requires a parking space to be 9.5 feet by 18 feet plus maneuvering space.	Allow all parking spaces to be 9 feet by 18 feet plus maneuvering space as shown on the plans of record.
300-5.1	No building may be used or occupied except for the purposes permitted in its District.	To the extent inconsistent with the Zoning Bylaw, allow multifamily use in the RU District for the proposed development as shown on the plans of record.

300-5.2	The permitted uses of buildings, structures, or land are set forth in the Table of Use Regulations.	To the extent inconsistent with the Zoning Bylaw, allow multifamily use in the RU District for the proposed development as shown on the plans of record.
300-5.3.A	Uses permitted by right or by special permit shall be subject to all provisions of the Zoning Bylaw.	To the extent inconsistent with the Zoning Bylaw, allow the proposed development as shown on the plans of record.
300-5.3.F	For multifamily dwellings, wastewater connections shall be installed in accordance with the definitive plan and shall conform to the rules of the Water and Sewerage Board.	To the extent inconsistent with the definitive plan or the rules of the Water and Sewerage Board, allow the proposed development to be connected to the municipal sewer system; however, no waivers of the technical requirements for the physical connection are requested.
300-5.3.H	Site Plan Approval required from the Planning Board if no Special Permit is required and ground floor area exceeds 500 sf.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-5.4 Table of Use Regulations, Section 1.4 (300 Attachment 1)	Multifamily housing permitted with a Special Permit from the Planning Board in an RU zone.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-6.1	Lot area, dimensions, and residential floor space shall be as specified in Article 6 of the Zoning Bylaw and set forth in the Table of Area Regulations and Table of Height and Bulk Regulations.	Allow construction of the development as shown on the plans of record.
300-6.1 and 6.2 Table of Area Regulations (300 Attachment 2)	In the RU District, the following are required: Minimum Lot Area: 3,000 sq. ft. for the first 3 units, plus 8,000 sq. ft. for each additional unit. Certain areas, including detention ponds, retention ponds, and open drainage structures shall be excluded from the calculation of "Minimum Lot Area". Rear Yard: 50 feet.	Allow a lot area and yard areas as shown on the plans of record for the lot on which the development is to be constructed.

300-6.2.F	Buildings within Aquifer Protection District shall be subject to regulations of the Aquifer Protection District bylaw in Article 16 of the Zoning Bylaw.	The Applicant requests waivers of the requirements of such District to the extent of the waiver requested from the requirements of Section 300-16 of the Zoning Bylaw herein.
300-6.2.J	Landscaped buffer strip required for multifamily use in an RU District which adjoins a residential lot.	To the extent deemed applicable, allow screening and buffering as shown on the plans of record.
300-6.2.O	All residential uses shall conform to R District regulations.	Allow waivers to R District regulations as set forth herein; to the extent deemed applicable, allow development as shown on the plans of record.
300-6.2.P and Table of Use Regulations (300 Attachment 1) Section 1.7	Fence height limited to maximum of six feet.	Allow for a privacy fence of up to eight (8) feet along the southwest boundary line as a screen from abutting single family homes.
300-6.2.T	Recreational structures subject to requirements of the Table of Area Regulations, which requires rear yard of 50 feet and side yards of 20 feet for multifamily use in an RU District.	To the extent deemed applicable, allow recreational structures as shown on the plans of record.
300-6.1 and 6.3 Table of Height and Bulk Regulations (300 Attachment 3)	Restrictions applicable to Multifamily use in RU District under Table of Height and Bulk Regulations include: Maximum Height (feet): 35 ft. Permitted Height (stories): 2½ Maximum Floor Area Ratio (including accessory buildings): 0.35 Maximum Lot Coverage: 35%	Allow the following to allow for the building shown on the plans of record: Maximum Height (feet): 40'± from the average elevation of the naturally existing grade. Permitted Height (stories): 3 Maximum Floor Area Ratio: 0.5 Maximum Lot Coverage (building only): 19%±
300-6.3.D	Maximum amount of impervious surface allowed shall be as indicated in the Table of Height and Bulk Regulations.	Allow for impervious surface and lot coverage as shown on the plans of record.

300-6.3.E	Recreational structures are subject to the requirements of the Table of Height and Bulk Regulations, except that the ZBA may, by special permit, allow a greater maximum lot coverage not to exceed 5% beyond the maximum lot coverage for the zoning district.	Allow for impervious surface and lot coverage as shown on the plans of record.
300-8.1	Two parking spaces per unit required for dwelling use.	Allow 57 parking spaces (1.27 spaces per unit), as shown on the plans of record.
300-8.2.I	All parking and loading spaces and associated drainage shall be reviewed and approved by the Planning Board and inspected by the Zoning Enforcement Officer. No certificate of occupancy shall be granted until parking and loading facilities have been approved by the Planning Board.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-8.3.B(2)	Provide a substantial bumper of masonry, steel, heavy timber or concrete at edge of surfaced areas except driveways to protect abutting structures, property and sidewalks.	To the extent the plans of record are deemed not to comply with this requirement, allow curbing and/or wheel-stops as shown on the plans of record.
300-12	Special permission for earth removal and other approvals related to earth removal shall be obtained from the Board of Selectmen.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-12.8.F	Rye grass shall be seeded on reloamed areas at the rate of 200 pounds per acre.	Allow landscaping in accordance with the landscaping plans of record.
300-12.8.G	Fingerling fir, white pine or other approved trees shall be planted over the entire area, five to six feet on centers.	Allow landscaping in accordance with the landscaping plans of record.
300-13.3.H	There shall be no more than one freestanding sign per building.	Allow two freestanding signs in the locations shown on the plans of record.
300-13.7.A	No awning, canopy or projecting sign shall project more than five feet from the building face.	Allow entrance door canopy signs in accordance with the plans of record.

<p>The Medfield Building Department provided a copy of a document entitled "Section 13 – Sign Bylaw," which appears to be the Medfield sign bylaw in its previous format prior to being incorporated into, and superseded by, Section 300 – 13 of the Zoning Bylaw (Bylaws, Chapter 300, Section 13) as set forth at ecode360.com.</p>	<p>Sign standards under the superseded Medfield sign bylaw appear to be substantially the same as those provided at Section 300 – 13 of the Zoning Bylaw (Bylaws, Chapter 300, Section 13) as set forth at ecode360.com.</p>	<p>To the extent that any provision of the sign bylaw in the form provided by the Building Department is deemed applicable to the proposed development, a waiver of such provision is hereby requested as the proposed development will be governed by the sign bylaw as set forth at Section 300 – 13 of the Zoning Bylaw (subject to waivers thereof requested hereunder).</p>
<p>300-13.8.B</p>	<p>For two-sided freestanding or projecting signs, both sides are included in calculating sign area, whether used for copy or not.</p>	<p>Allow one freestanding sign on each side of the entrance/exit driveway shown on the plans of record, and allow a sign area of up to 50 square feet on the front side of each such sign (the side facing the entrance/exit driveway), excluding any sign area on the back side of each such sign (facing away from the driveway), which back side will not be used for copy.</p>
<p>300-13.8.C(3)</p>	<p>In an RU District, a multifamily complex containing 10 or more units shall be allowed one sign not to exceed eight square feet in area per side. This sign shall contain only the name and address of the complex.</p>	<p>Allow one freestanding sign on each side of the entrance/exit driveway shown on the plans of record, and allow a sign area of up to 50 square feet on the front side of each such sign (the side facing the entrance/exit driveway), excluding any sign area on the back side of each such sign (facing away from the driveway), which back side will not be used for copy.</p>
<p>300-14.2</p>	<p>Permits required from the Building Inspector or Board of Selectmen.</p>	<p>The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.</p>

300-14.5	Permit and certificate fees to be established by the Board of Selectmen.	To the extent that any such fee is applicable to the proposed development, the applicant requests a waiver thereof only to the extent it has requested a waiver as provided in Section 14 of this Waiver List (Local Fees) below.
300-14.10	Certain Special Permits required from ZBA.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-14.12	Site Plan Approval required from the Planning Board.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-14.15	Certain Special Permits required from Planning Board.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-14.16	Inclusionary zoning required for certain uses; Special Permit required from Planning Board; and specified affordability of residential units, deed restrictions, local preference, and certain Planning Board fees required.	Allow for affordability of residential units, deed restrictions, local preference, and fees of local authorities to be governed by the terms of the Comprehensive Permit. In addition, the Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-16.7(A)	Use in the Secondary Aquifer Protection Overlay District restricted to that allowed in underlying district and specifically allowed in other parts of Section 300-16 of the Zoning Bylaw.	Allow multifamily use as shown on the plans of record, including connection to the municipal sewer system.
300-16.7(B)(8)(f)	Removal of earth material within four feet of historical high groundwater table restricted or prohibited.	Allow grading as shown on the plans of record.
300-16.8(A)(4)	Special Permit required from the ZBA for injection wells.	Allow proposed underground stormwater infiltration systems (Class V injection wells) as shown on the plans of record.

Attachment 10

SITE CONTROL

AGREEMENT FOR OPTION TO LEASE REAL ESTATE

This Agreement for Option to Lease Real Estate (this "**Agreement**") is entered into as of July 9, 2024 (the "**Effective Date**"), between the MEDFIELD HOUSING AUTHORITY, a body corporate and politic (the "**Optionor**"), and ROSEBAY AT MEDFIELD LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "**Optionee**").

PREAMBLE

A. The Optionor owns certain undeveloped real property located within the larger public housing development commonly known as Tilden Village on Pound Street in the Town of Medfield, Norfolk County, Massachusetts, as more fully described on Exhibit A attached hereto (the "**Property**").

B. The Optionor intends to have affordable rental housing units developed on the Property (the "**Project**").

C. The Optionor procured NewGate Housing LLC, a Massachusetts limited liability company ("**NewGate**"), to serve as the developer of the Project and to obtain debt and equity funding necessary to proceed with the Project, which may include, without limitation, low-income housing tax credits ("**LIHTC**").

D. The Optionor and NewGate have entered into a Master Development Agreement as of November 27, 2023, under which NewGate has agreed to serve as the developer of the Project (the "**MDA**").

E. NewGate formed the Optionee to serve as the ownership entity for the Project.

F. The Optionee intends to develop the Project by constructing affordable rental housing units upon the Property.

G. The parties intend that the Property will be leased by the Optionor to the Optionee under a long-term ground lease on the terms set forth in the MDA and otherwise in form mutually acceptable to the Optionor and the Optionee (the "**Ground Lease**").

H. The Optionor and the Optionee wish to enter into an agreement describing their mutual intention to enter into the aforesaid long-term ground lease, upon the terms and conditions set forth herein.

AGREEMENT

In consideration of the promises and mutual covenants set forth herein, the parties hereto, with the intent to be legally bound hereby, agree as follows:

1. Option to Lease Property. During the Term (as defined in Paragraph 3 below), the Optionee shall have the exclusive right and option (the "**Option**") to lease the Property from the Optionor, upon the terms and conditions set forth herein. The Option shall be exercisable by written notice from the Optionee to the Optionor at any time before the termination of this Agreement.

2. Option Price. As consideration for the Option and concurrently with the execution of this Agreement, the Optionee shall pay to the Optionor the non-refundable sum of Ten Dollars (\$10.00).

3. Term. This Agreement shall commence as of the Effective Date and terminate upon the earlier of: (i) the financial closing of the Project as described in Section 2.02 of the MDA or (ii) the

termination of the MDA. Upon termination of this Agreement pursuant to this Paragraph 3, neither party shall have any further rights or obligations hereunder.

4. Title. At the Closing (as defined in Paragraph 9 below), the Optionor shall hold good record and marketable fee simple title, insurable at reasonable rates, to the Property.

5. Ground Lease. If the Optionee exercises the Option, then the Optionor and the Optionee shall enter into the Ground Lease at the Closing. The Ground Lease will provide for a lease term of ninety-nine years, a total rent of \$200,000, of which \$50,000 shall be payable at Closing and \$150,000 shall be payable at Completion of Construction (as defined in the MDA) and permanent loan conversion, and such other provisions as are typical of similar ground leases between housing authorities and developers.

6. Conditions Precedent to Performance by the Optionee. The Optionee shall be obligated to complete the transaction and to consummate the lease of the Property only upon the satisfaction of each of the following conditions set forth below or the waiver thereof by the Optionee:

- a. The Optionor is duly authorized to consummate the Ground Lease; and
- b. The Optionor shall be able to convey good record and marketable leasehold title to the Property insurable at reasonable rates.

7. Conditions Precedent to Performance by the Optionor. The Optionor shall be obligated to complete the transaction and to consummate the lease of the Property only upon the satisfaction of each of the following conditions set forth below or the waiver thereof by the Optionor:

- a. The representations and warranties of the Optionee contained in Paragraph 8 of this Agreement shall be true and correct in all respects on the date hereof and on the Closing Date (as defined in Paragraph 9 below) as though such representations and warranties were made on each such date; and
- b. On or before the Closing Date, the Optionee shall have satisfied all obligations and conditions for the financial closing of the Project under the MDA.
- c. At the Closing, the Optionee will make the initial rent payment to the Optionor set forth in the Ground Lease.

8. Representations and Warranties of the Optionee. The Optionee hereby represents, warrants and covenants to the Optionor, that:

- a. The Optionee is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts; and
- b. The Optionee has the right, power, legal capacity, and authority to execute, deliver, and perform this Agreement.

9. Closing. The closing shall occur on a date set forth in a written notice from the Optionee to the Optionor of the Optionee's exercise of the Option which date shall be within one hundred twenty (120) days after the date of such notice (the "**Closing**"), which date may be extended by the mutual written consent of the parties. At the Closing, each of the parties shall deliver such other documents and perform such other conditions as are required of them by the terms of this Agreement or which may reasonably be

required in order to complete the transaction contemplated herein. The date on which the Closing occurs is referred to as the **“Closing Date.”**

10. **Event of Default.** The occurrence of any of the following shall constitute an event of default:

a. The failure of the other party to perform any of its duties and obligations set forth in this Agreement; or

b. The termination of the MDA.

11. **Remedies.** Upon the occurrence and during the continuation of an event of default, which default is not cured within thirty (30) days following written notice thereof, the non-defaulting party may, at its option, elect to enforce the terms of this Agreement, including specific performance, or terminate this Agreement by written notice to the defaulting party.

12. **Notices.** All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given (i) when actually received if delivered by hand; (ii) two (2) days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) day after being sent by a nationally recognized, receipted overnight delivery service, addressed as follows:

If to Optionee:

Rosebay at Medfield Limited Partnership
c/o NewGate Housing LLC
61 Blueberry Lane
Westwood, MA 02090
Attn: Brian McMillin, Principal
Telephone: 617-571-6404

If to Optionor:

Medfield Housing Authority
30 Pound Street
Medfield, MA 02052
Attn: Candace Avery, Executive Director
Telephone: 508-359-6454

With a copy to:

Nolan Sheehan Patten LLP
84 State Street, Suite 940
Boston, MA 02109
Attn: Stephen M. Nolan, Esq.
Telephone: 617-419-3171

With a copy to:

KJP Partners LLP
56 Norman Street
Marblehead, MA 01945
Attn: Kurt A. James, Esq.
Telephone: 617-409-5398

13. **No Third Party Beneficiaries.** Nothing contained in this Agreement, nor any act of the Optionor, shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving the Optionor, the U.S. Department of Housing and Urban Development ("HUD"), or the Optionee.

14. **No Assignment of Funds.** The Optionee acknowledges and agrees that by execution of this Agreement it will not succeed to any rights or benefits of the Optionor or attain any privileges, authorities, interests, or rights in or under any funding agreements between the Optionor and HUD.

15. **Brokers.** Each party shall indemnify and hold the other party harmless from and against any and all commissions, fees, costs, or expenses incurred by or due to any real estate broker alleged to be engaged by either party or by reason of the execution of this Agreement or the Ground Lease.

16. Assignment. The Optionee may not assign, pledge, or otherwise transfer its interest in this Agreement without the prior written consent of the Optionor.

17. Modifications. No modification of this Agreement shall be effective unless set forth in writing and signed by both the Optionor and the Optionee.

18. Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.

19. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20. Entire Agreement. This Agreement and the MDA contain the entire agreement between the parties with respect to the transactions contemplated hereby, and supersede all prior oral and written agreements between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the MDA, the MDA shall supersede this Agreement.

21. Paragraph Headings. Captions at the beginning of each paragraph of this Agreement are solely for the convenience of the parties and are not part of this Agreement.

22. Exhibits. All exhibits which are attached to this Agreement are incorporated herein by this reference.

23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

24. Interpretation and Governing Law. This Agreement shall be construed as though prepared by both parties. This Agreement has been made and entered into and shall be construed, interpreted, and governed by the laws of the Commonwealth of Massachusetts, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts located in Norfolk County, Massachusetts.

25. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement, and the remaining parts shall remain in full force as though such invalid or unenforceable provision had not been a part of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
AGREEMENT FOR OPTION TO LEASE REAL ESTATE**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

MEDFIELD HOUSING AUTHORITY

By: Candace Avery
Candace Avery, Executive Director

ROSEBAY AT MEDFIELD LIMITED PARTNERSHIP

By: Rosebay at Medfield LLC, its general partner

By: NGH Manager LLC, its managing
member

By: _____
Brian J. McMillin, Authorized
Signatory

**SIGNATURE PAGE TO
AGREEMENT FOR OPTION TO LEASE REAL ESTATE**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

MEDFIELD HOUSING AUTHORITY

By: _____
Candace Avery, Executive Director

ROSEBAY AT MEDFIELD LIMITED PARTNERSHIP

By: Rosebay at Medfield LLC, its general partner

By: NGH Manager LLC, its managing member

By: 

Brian J. McMillin, Authorized Signatory

EXHIBIT A

PROPERTY

An approximately 2.6 acre portion of undeveloped real property located within the larger public housing development commonly known as Tilden Village on Pound Street, located at 30 Pound Street, in the Town of Medfield, Norfolk County, Massachusetts. Such portion shall be generally as shown on the Prospective A.N.R. plan attached hereto and approved by the Optionor under the MDA; provided, however, that the final delineation of such portion shall be as set forth in an "Approval Not Required" or other plan approved in connection with a comprehensive permit issued for the Project by the Town of Medfield Zoning Board of Appeals approved by Optionor in accordance with the MDA.

[Attach Draft ANR Plan]

