

# 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 EOHLC. 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 EOHLC 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**





**NEWGATE HOUSING**

*Opening Opportunities*

## **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± 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         | ❧ Walk-In Closet/Storage              |
| ❧ Library and Computer Center           | ❧ Energy-Efficient HVAC               |
| ❧ Wood Cabinetry                        | ❧ Green Building Design               |
| ❧ Energy Star Appliances                | ❧ 24-hour Emergency Maintenance       |
| ❧ Hardwood-style or Ceramic Tile Floors | ❧ Decorator Designed Kitchens         |
| ❧ Contemporary 2” Wood-like Blinds      | ❧ Rooftop Terrace Garden Deck         |
| ❧ Elevator Serving All Floors           | ❧ Coordinated Senior Services Program |
| ❧ Community Gardens                     | 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:	<div style="border: 1px solid black; padding: 2px;">The Rosebay at Medfield</div>												
1a . Application Completed By:	<div style="border: 1px solid black; padding: 2px;">NewGate Housing LLC</div>												
1b . Original Application Date:	<div style="border: 1px solid black; padding: 2px;">6/27/24</div>	Application Revision Date: <div style="border: 1px solid black; padding: 2px;"></div>											
2 . Project Address:	<div style="border: 1px solid black; padding: 2px;">30 Pound Street</div>												
3 . Neighborhood	<div style="border: 1px solid black; padding: 2px;"></div>												
4 . City/ Town	<div style="border: 1px solid black; padding: 2px;">Medfield</div>	<div style="border: 1px solid black; padding: 2px;">MA</div> <small>(state)</small>	<div style="border: 1px solid black; padding: 2px;">02052</div> <small>(zip code)</small>										
5 . County	<div style="border: 1px solid black; padding: 2px;">NORFOLK</div>												
6 . <input type="checkbox"/> Scattered sites													
7 . Is this a qualified census tract?	<div style="border: 1px solid black; padding: 2px;">No</div>	Enter a census tract <div style="border: 1px solid black; padding: 2px;">▼</div>											
8 . Difficult to develop area	<div style="border: 1px solid black; padding: 2px;">Yes</div>	QCT information last updated on: <div style="border: 1px solid black; padding: 2px;">6/27/2024</div>											
<i>Designated as DDA by DHCD as permitted by HERA (see 2023-2024 QAP).</i>													
Development Plan													
9 . Development Type (Please check all that apply.)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 20%; text-align: center;">Yes</td> <td>New construction</td> </tr> <tr> <td style="text-align: center;">No</td> <td>Acquisition, substantial rehab of existing housing</td> </tr> <tr> <td style="text-align: center;">No</td> <td>Acquisition, moderate rehab of existing housing</td> </tr> <tr> <td style="text-align: center;">No</td> <td>Acquisition, minimal or no rehab of existing housing</td> </tr> <tr> <td style="text-align: center;">No</td> <td>Adaptive re-use of non-residential structure</td> </tr> </tbody> </table>			Yes	New construction	No	Acquisition, substantial rehab of existing housing	No	Acquisition, moderate rehab of existing housing	No	Acquisition, minimal or no rehab of existing housing	No	Adaptive re-use of non-residential structure
Yes	New construction												
No	Acquisition, substantial rehab of existing housing												
No	Acquisition, moderate rehab of existing housing												
No	Acquisition, minimal or no rehab of existing housing												
No	Adaptive re-use of non-residential structure												
10 . Proposed Housing Type	<div style="border: 1px solid black; padding: 2px;">Rental (except SRO or Assisted Living, see below)</div>												
11 . <b>Project Description:</b>	<div style="border: 1px solid black; padding: 5px;">           Number of buildings: <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 50px; text-align: center;">1</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <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> </div>												
12 . <b>Development Schedule:</b>	<i>Original</i>	<i>Revised</i>	<i>Optional user comments</i>										
Application Date	<div style="border: 1px solid black; padding: 2px;">6/27/24</div>	<div style="border: 1px solid black; padding: 2px;"></div>											
Construction Loan Closing	<div style="border: 1px solid black; padding: 2px;">1/1/27</div>	<div style="border: 1px solid black; padding: 2px;"></div>											
Initial Loan Closing (MHFA only)	<div style="border: 1px solid black; padding: 2px;"></div>	<div style="border: 1px solid black; padding: 2px;"></div>											
Construction Start	<div style="border: 1px solid black; padding: 2px;">2/1/27</div>	<div style="border: 1px solid black; padding: 2px;"></div>											
50% Construction Completion	<div style="border: 1px solid black; padding: 2px;">10/1/27</div>	<div style="border: 1px solid black; padding: 2px;"></div>											
Construction Completion	<div style="border: 1px solid black; padding: 2px;">6/1/27</div>	<div style="border: 1px solid black; padding: 2px;"></div>											
First Certificate of Occupancy	<div style="border: 1px solid black; padding: 2px;">6/1/27</div>	<div style="border: 1px solid black; padding: 2px;"></div>											
Final Certificate of Occupancy	<div style="border: 1px solid black; padding: 2px;">6/1/27</div>	<div style="border: 1px solid black; padding: 2px;"></div>											
Sustained Occupancy	<div style="border: 1px solid black; padding: 2px;">2/1/27</div>	<div style="border: 1px solid black; padding: 2px;"></div>											
Permanent Loan Closing	<div style="border: 1px solid black; padding: 2px;">6/1/27</div>	<div style="border: 1px solid black; padding: 2px;"></div>											

The Rosebay at Medfield

Application Date: 6/27/24

#VALUE!

## 13 . Unit Mix:

	Low-Income Rental Assisted	Low-Income below 50%	Low-Income below 60%	Other Income 30%	Market Rate	Total Units
SRO						0
0 bedroom						0
1 bedroom	7		33	1		41
2 bedrooms	1		3			4
3 bedrooms						0
4 bedrooms						0
<b>Total Units</b>	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:

	Low-Income Rental Assisted	Low-Income below 50%	Low-Income below 60%	Other Income 30%	Market Rate	Average All Incomes
SRO						N/A
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:

	Low-Income Rental Assisted	Low-Income below 50%	Low-Income below 60%	Other Income 30%	Market Rate	Average All Incomes
SRO						N/A
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):	<input type="checkbox"/> No
Other	<input type="checkbox"/> Yes
Other.....	<input type="checkbox"/> AHTF
Other.....	<input type="checkbox"/> HSF
Other.....	<input type="checkbox"/>
Financing from MassDevelopment	<input type="checkbox"/> No

	Total	New Construction	Rehabilitation
17 . Number of buildings planned			
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:			
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	Optional user comments	
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:			
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:
<b>*12 additional future spaces are provided and can be added as needed.</b>			
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**

	Square Feet	Acres
32 . Size of Site:	109,700	2.52
33 . Wetlands area:	N/A	
34 . Buildable area:		

**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:	number of units	num. of bedrooms
a. Number of existing residential units/bedrooms:		
b. Number of units/bedrooms currently occupied:		
39 . If site includes commercial space:		
a. Square footage of existing commercial space:		square feet
b. Square footage currently occupied:		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 (Ground Lease Payment)
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*)

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

**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?
- 51 . Has a Chapter 21E assessment been performed?   
*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?
- 53 . Does the building require lead paint abatement?
- 54 . Does the building require asbestos abatement?
- 55 . Do radon tests show radon levels exceeding four picocuries/liter?   
*\*Radon to be tested at construction completion.*
- 56 . Is there any evidence that the premises are insulated with urea formaldehyde foam (UFFI)?
- 57 . Is the site located in an historic district, or contain buildings listed or eligible for listing in the State Register of Historic Places?
- 58 . Are there any above ground storage containers with flammable or explosive petroleum products or chemicals within 1/2 mile of the site?
- 59 . Is the site located in a floodplain or wetlands area?
- 60 . Does the site contain endangered animal or plant species?
- 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?

## Section 2

# DEVELOPMENT TEAM SUMMARY

**62 . Developer/Sponsor Type**

Limited dividend partnership
------------------------------

**(Owner Applicant)****63 . Developer/Sponsor:**

Form of Legal Entity

Limited liability company
---------------------------

Legal Name

NewGate Housing LLC (Managing Developer)
--

Address

61 Blueberry Lane
-------------------

Westwood, MA 02090
--------------------

Contact Person

Brian J. McMillin, Pres.
--------------------------

(617) 571-6404	
----------------	--

E-mail

bmcmillin@newgatehousing.com
------------------------------

**64 . Owner/Mortgagor:**

Legal Name

Rosebay at Medfield Limited Partnership
---

Address

c/o NewGate Housing LLC
-------------------------

61 Blueberry Lane
-------------------

Has this entity already been formed?

Yes	Soc. Sec. or Tax ID #	
-----	-----------------------	--

Principals

Brian J. McMillin
-------------------

Principals

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

61 Blueberry Lane
-------------------

Has this entity already been formed?

Yes	Soc. Sec. or Tax ID #	
-----	-----------------------	--

Principal (if corporate)

Brian J. McMillin
-------------------

Contact Person

Brian J. McMillin
-------------------

% of Ownership

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

N/A

**68 . Contractor:**

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

TBD

**69 . Architect:**

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

VMY Architects LLC
200 Reservoir Street, Suite 101
Needham, MA 02494
Marquis G. "Mark" Major
(617) 597-1900
mark@vmvarchitects.com

**70 . Management Agent:**

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

TBD

**71 . Attorney (Real Estate):**

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

Nolan Sheehan Patten LLP
84 State Street, Suite 940
Boston, MA 02109
Stephen M. Nolan, Esq.
(617) 491-3171
nolan@nspllp.com

**72 . Attorney (Tax):**

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

Nolan Sheehan Patten LLP
84 State Street, Suite 940
Boston, MA 02109
Stephen M. Nolan, Esq.
(617) 491-3171
nolan@nspllp.com

**73 . Syndicator:**

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

TBD

74 . **Guarantor:**

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


75 . **Service Provider or Coordinator:**

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

HESSCO (anticipated)
One Merchant Street
Sharon, MA 02067
Sheryl Leary
(781) 784-4944
sleary@hessco.org

76 . **Marketing Agent:**

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

TBD

77 . **Co-Developer***Other role*

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

ADC Communities of Massachusetts, LLC
26050 Mureau Road, Suite 200
Calabasas, CA 91302
Rose Basharzad
(818) 449-5805
rbasharzad@walkerdunlop.com

## 78 .

*Other role*

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 . <b>Total Public Equity</b>	\$25,000

**Subordinate Debt (see definition):**

	<i>Amount</i>	<i>Rate</i>	<i>Amortiz.</i>	<i>Term</i>
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):**

	<i>Amount</i>	<i>Rate</i>	<i>Override</i>	<i>Amortiz.</i>	<i>Term</i>	<i>MIP</i>
95 . <b>MHFA</b> MHFA Program 1	\$	%	%	yrs.	yrs.	%
96 . <b>MHFA</b> MHFA Program 2	\$	%	%	yrs.	yrs.	%
97 . <b>MHP Fund Permanent Loan</b>	\$1,250,000	7.50%		30.00	20.00	%
98 . <b>Other Permanent Senior Mortgage</b>	\$	%		yrs.	yrs.	%
Source:						
99 . <b>Other Permanent Senior Mortgage</b>	\$	%		yrs.	yrs.	%
Source:						
100 . <b>Total Permanent Senior Debt</b>	\$1,250,000					
101 . <b>Total Permanent Sources</b>	\$22,017,573					

**Construction Period Financing:**

	<i>Amount</i>	<i>Rate</i>	<i>Term</i>
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?

**\*\*Estimates are preliminary only, based on concept plans and similar previous developments\*\***

	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		
120 .	9	Lath & Plaster	\$831,477	
121 .	9	Drywall	\$107,387	
122 .	9	Tile Work		
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		
130 .	11	Cabinets	\$260,796	
131 .	11	Appliances	\$16,875	
132 .	12	Blinds & Shades		
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		
137 .	15	Heat & Ventilation	\$202,501	
138 .	15	Air Conditioning	\$837,613	
139 .	15	Fire Protection		
140 .	16	Electrical		
141 .		Accessory Buildings		
142 .		Other/misc		
143 .		<b>Subtotal Structural</b>	\$8,782,899	
144 .	2	Earth Work		
145 .	2	Site Utilities		
146 .	2	Roads & Walks		
147 .	2	Site Improvement	\$2,186,079	
148 .	2	Lawns & Planting		
149 .	2	Geotechnical Conditions	\$115,057	
150 .	2	Environmental Remediation		
151 .	2	Demolition		
152 .	2	Unusual Site Cond		
153 .		<b>Subtotal Site Work</b>	\$2,301,136	
154 .		<b>Total Improvements</b>	\$11,084,035	
155 .	1	General Conditions	\$1,103,381	Includes permits and P&P bond
156 .		<b>Subtotal</b>	\$12,187,416	
157 .	1	Builders Overhead	\$731,245	
158 .	1	Builders Profit	\$581,339	
159 .		<b>TOTAL</b>	\$13,500,000	

160

Total Cost/square foot:

\$261.73

Residential Cost/s.f.:

\$261.73

**Development Budget:**

	<i>Total</i>	<i>Residential</i>	<i>Commercial</i>	<i>Comments</i>
161 . Acquisition: Land	\$450,000	\$450,000		
162 . Acquisition: Building	\$0			
163 . <b>Acquisition Subtotal</b>	\$450,000	\$450,000	\$0	
164 . Direct Construction Budget	\$13,500,000	\$13,500,000		(from line 159)
165 . Construction Contingency	\$675,000	\$675,000		5.0% of construction
166 . <b>Subtotal: Construction</b>	\$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 . <b>Subtotal: Gen. Dev.</b>	\$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

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

215 . Letter of Credit Requirements

216 . Total of the Above

**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

**Debt Service Requirements:**

220 . Minimum Debt Service Coverage

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

*Optional user comments*

## Section 4

# OPERATING PRO-FORMA

Operating Income				
<b>Rent Schedule:</b>				
	<i>Contract</i>	<i>Utility</i>	<i>Total</i>	<i>No. of</i>
	<i>Rent</i>	<i>Allowance</i>	<i>Gross Rent</i>	<i>Units</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
<b>Commercial Income:</b>				
227 . Square Feet:	0	@	(average)	\$0
			/square foot =	
<b>Parking Income:</b>				
228 . Spaces:	57	@	(average)	\$0
			/month x 12 =	

The Rosebay at Medfield

Application Date: 6/27/24

#VALUE!

**Other Operating Income Assumptions:**

229 . Laundry Income (annual):

*Optional user calculations*

230 . Other Income:a.

Miscellaneous

\$ 11,626

b. Bad Debt/Concessions

\$ (11,801)

c.

d.

e.

f.

**Vacancy Allowance:**

231 . Low-Income (Rental Assistance)

3.0%

232 . Low-Income (below 50%)

233 . Low-Income (below 60%)

5.0%

234 . Other Income 30%

5.0%

235 . Market Rate

236 . Commercial

**Trending Assumptions for Rents:**

237 . Low-Income (Rental Assistance)

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%
%	%	%	%
%	%	%	%
%	%	%	%
%	%	%	%

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

-

**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 . <b>Subtotal: Administrative</b>	\$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 . <b>Subtotal: Maintenance</b>	\$165,761	\$165,761	\$0	
277 . <b>Resident Services</b>	\$14,000	\$14,000		
278 . <b>Security</b>	\$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 . <b>Subtotal: Utilities</b>	\$99,250	\$99,250	\$0	
284 . <b>Replacement Reserve</b>	\$15,750	\$15,750		
285 . <b>Operating Reserve</b>	\$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 . <b>Subtotal: Taxes, Insurance</b>	\$112,500	\$112,500	\$0	
292 . <b>TOTAL EXPENSES</b>	\$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:	N/A	
302 . Other Permanent Senior Mortgage		N/A
Source:	N/A	
303 . <b>Total Debt Service (Annual)</b>		\$104,882
304 . <b>Net Operating Income</b>	\$149,796	(in year one)
305 . <b>Debt Service Coverage</b>	1.43	(in year one)

**Affordability: Income Limits and Maximum Allowable Rents**

306 . County  MSA

This MSA does not match the county you have chosen

307 . **Maximum Allowed Rents, by Income, by Unit Size:**

Income Limits last updated on

	Maximum Income			Maximum Rent (calculated from HUD income data)		
	50%	60%	30%	50%	60%	30%
SRO				\$0	\$0	\$0
0 bedroom				\$0	\$0	\$0
1 bedroom	\$61,200	\$73,440	\$36,750	\$1,530	\$1,836	\$919
2 bedrooms	\$73,450	\$88,140	\$44,100	\$1,836	\$2,204	\$1,103
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	
1 bedroom	
2 bedrooms	
3 bedrooms	
4 bedrooms	
5 bedrooms	

FMR Information last updated on

Operations before this transaction:				Operations after:		
Type	Number	Current Rent	Annualized Income	Number	Future Rents	Market Rent GPR
309 . SRO	0	0	0	0	0	0
310 . 0 bedroom	0	0	0	0	0	0
311 . 1 bedroom	41	0	0	41	0	0
312 . 2 bedrooms	4	0	0	4	0	0
313 . 3 bedrooms	0	0	0	0	0	0
314 . 4 bedrooms	0	0	0	0	0	0
315 . <b>Gross Potential Rental Income</b>			0			0
316 . Vacancy		0%	0	Vacancy	5%	-37,224
317 . Other Income			0	Other Income		-175
318 . Effective Gross Income			0	Effective Gross Income		-37,399
<b>Operating Expenses</b>			<b>Year</b>	<b>Reason</b>	<b>% Change</b>	<b>Year</b>
319 . Management fee			0			44,261
320 . Administration			0			132,864
321 . Maintenance/Operations			0			165,761
322 . Resident Services			0			14,000
323 . Security			0			1,000
324 . Utilities			0			99,250
325 . Replacement Reserve			0			15,750
326 . Operating Reserve			0			0
327 . Real Estate Taxes			0			65,250
328 . Insurance			0			47,250
329 . <b>Total Expenses</b>			0			585,386
330 . <b>Net Operating Income</b>			0	<b>Net Operating Income</b>		-622,784
331 . <b>Transaction Description:</b>						
<i>Optional user calculations</i>						

# Section 5

## LOW INCOME HOUSING TAX CREDITS

### Percent of Project Which Qualifies for Tax Credit

332 . Low-Income Units .....	<input type="text" value="45"/>	Total Units:	<input type="text" value="45"/>
333 . Percent of Units .....	<input type="text" value="100.0%"/>		
334 . Low-Income Square Feet .....	<input type="text" value="30,880"/>	s.f.	Total Area: <input type="text" value="30,880"/> s.f.
335 . Percent of Area .....	<input type="text" value="100.0%"/>		
336 . Applicable Percentage .....	<input type="text" value="100.0%"/>	(This is the lower of lines 333 and 335 above.)	
337 . Is the project utilizing tax-exempt financing?	<input type="text" value="No"/>		
338 . Does the project qualify for an acquisition credit?	<input type="text" value="No"/>		
339 . Does the rehabilitation qualify for a 9% rather than 4% credit?	<input type="text" value="No"/>		
340 . How much financing is nonqualified (federally subsidized?)	<input type="text" value="\$2,000,000"/>		
341 . What grant funds must be subtracted from acquisition basis?	<input type="text" value="\$"/>		
342 . What grant funds must be subtracted from rehabilitation basis?	<input type="text" value="\$"/>		
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?	<input type="text" value="40% Of Units"/>		

### Historic Tax Credit:

344 . Does the project qualify for historic tax credits?	<input type="text" value="No"/>
345 . What are the rehabilitation costs which are not qualified for historic credits?	<input type="text" value="Not Applicable"/>

### Project Qualification for 130%:

346 . Is the project located in a "qualified census tract" or in a "difficult to develop" area?	<input type="text" value="Yes"/>
---	----------------------------------

### Calculation of Maximum Tax Credit Amount

	Acquisition Credit	Rehabilitation Credit
347 . Total Eligible Development Costs	<input type="text" value="\$0"/>	<input type="text" value="\$19,505,854"/>
348 . Less: Portion of Grants Allocated to Basis	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
349 . Less: 20% Historic Rehab Credit Basis Reduction	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
350 . Less: Nonqualified source of financing	<input type="text" value="\$0"/>	<input type="text" value="\$2,000,000"/>
351 . Subtotal: Eligible Basis	<input type="text" value="\$0"/>	<input type="text" value="\$17,505,854"/>
352 . "Hard to develop" area	<input type="text" value="100%"/>	<input type="text" value="130%"/>
353 . Percent Low-Income	<input type="text" value="100.0%"/>	<input type="text" value="100.0%"/>
354 . Applicable Rate	<input type="text" value="3.28%"/>	<input type="text" value="9.00%"/>
355 . Maximum Annual Tax Credit Amount	<input type="text" value="\$0"/>	<input type="text" value="\$2,048,185"/>
356 . Total Annual Tax Credit Amount		<input type="text" value="\$2,048,185"/>
357 . Estimated Net LIHTC Syndication Yield <input type="text" value="\$"/> <input type="text" value="0.95"/> rate per \$		<input type="text" value="\$19,457,757"/>
358 . Est. Net Historic Tax Credit Syndication Yield <input type="text" value="\$"/> <input type="text" value="-"/> rate per \$		<input type="text" value="\$0"/>
359 . Total Estimated Net Tax Credit Syndication Yield (based on above)		<input type="text" value="\$19,457,757"/>
360 . Applicant's Estimate of Net Tax Credit Equity.		<input type="text" value="\$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 . <b>Acquisition Subtotal</b>	\$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 . <b>Subtotal: Construction</b>	\$14,175,000		\$0	\$14,175,000	\$0
<b>General Development Costs:</b>					
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 . <b>Subtotal: Gen. Dev.</b>	\$4,843,125		\$0	\$2,781,406	\$2,061,719
394 . <b>Subtotal: Acquis., Const., and Gen. Dev.</b>	\$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 . <b>Total Development Cost</b>	\$22,017,573				
399 . <b>Total Net Development Cost</b>	\$21,188,915				
400 . <b>Total Eligible Tax Credit Basis</b>	\$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**



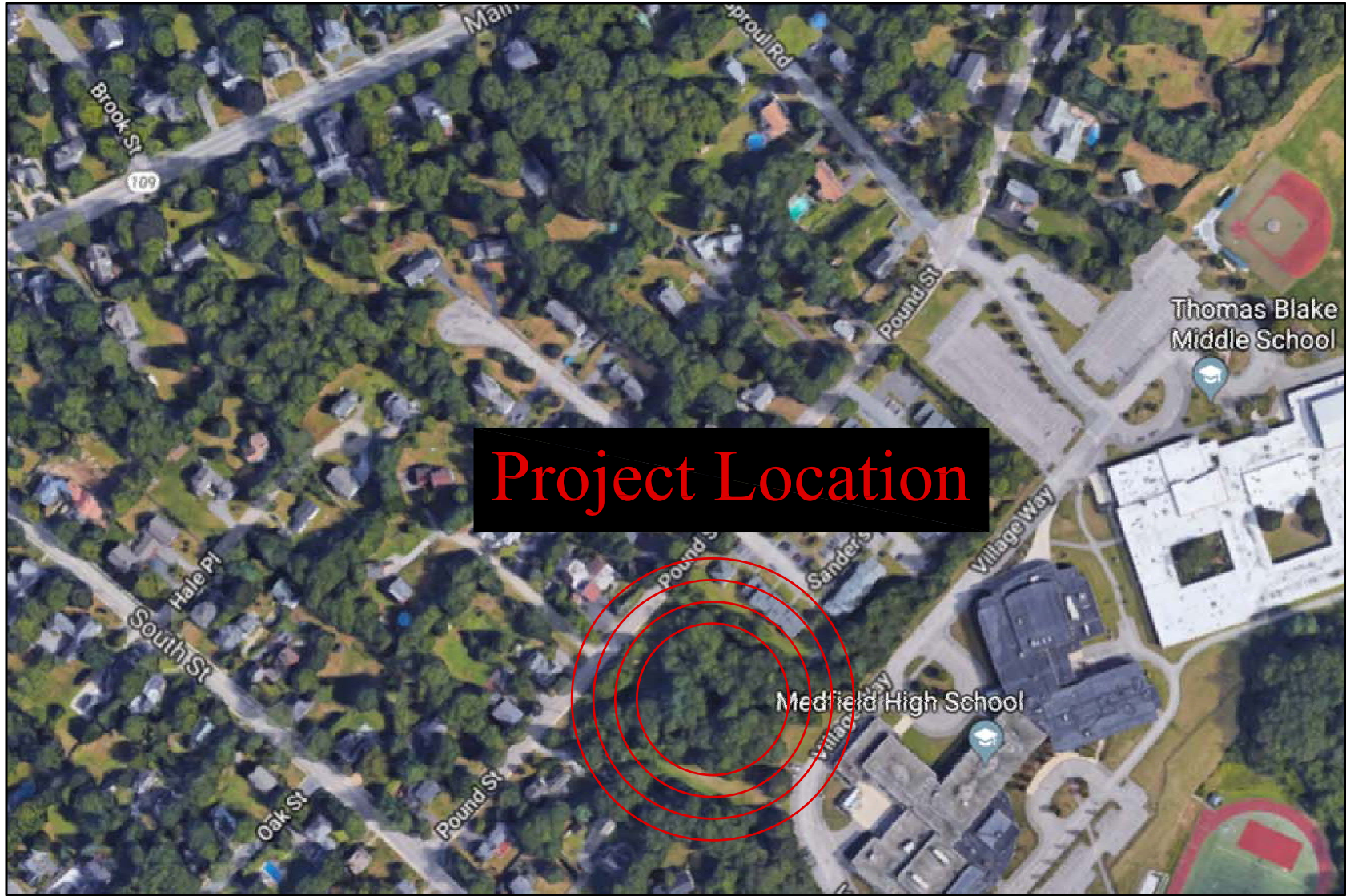
COMPREHENSIVE PERMIT "HYBRID" DESIGN SUBMISSION

THE ROSEBAY AT MEDFIELD

December 30, 2019

Another NewGate Housing Community

30 Pound Street, Medfield, Massachusetts



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		TOTALS
	1 BR Group One	1 BR HDCP	2 BR Group One	2 BR HDCP	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	14
FLOOR TWO	16	0	1	0	17
FLOOR THREE	12	0	0	0	12
TOTALS	38	2	1	1	42 APTS

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

PARKING SUMMARY

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

\*Includes 10 Handicap Van Accessible Spaces

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
Applicable Codes:	Massachusetts State Building Code 9th Edition Massachusetts Architectural Barriers Board Code

LIST OF DRAWINGS

DATE	TITLE	DESCRIPTION
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

APPLICANT

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

ENGINEERING/CONSTRUCTION CONSULTANT

Waypoint K L A  
24 Lakeview Road Framingham, MA 01701 (508) 877-2344

ARCHITECT

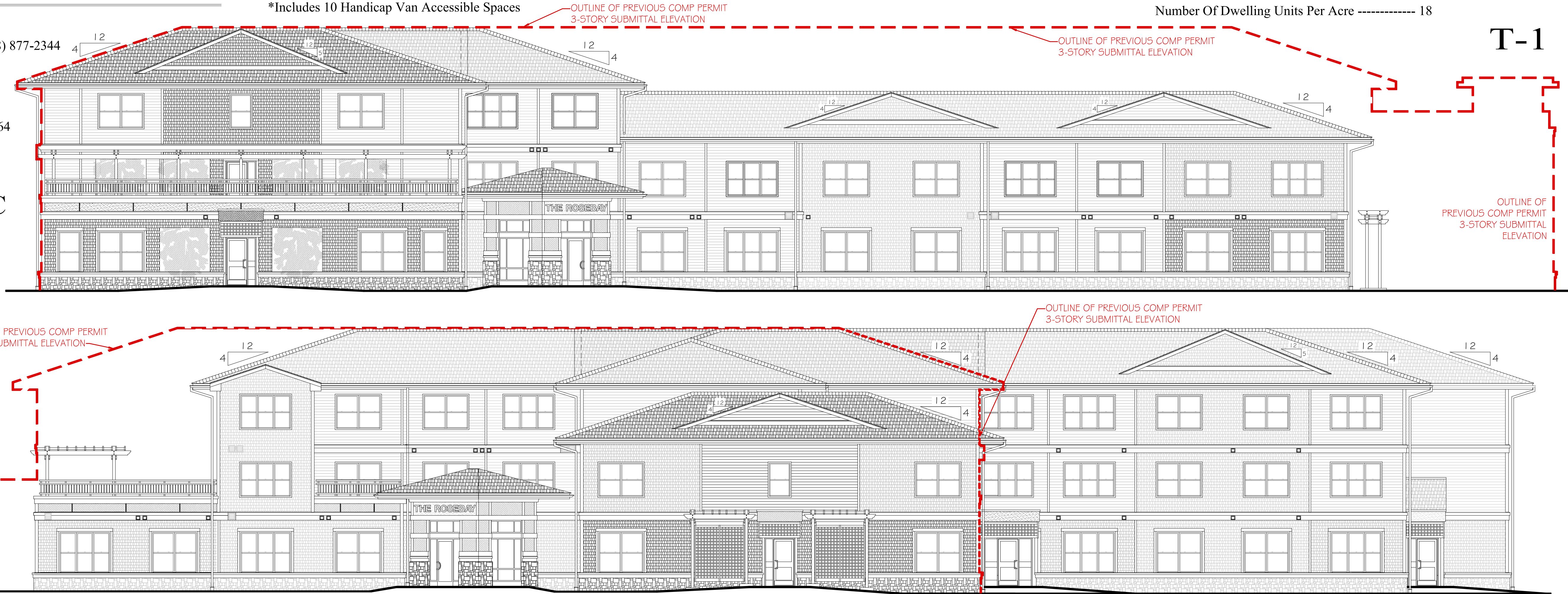
VMY Architects LLC  
188 Needham Street, Suite 260, Newton, MA 02464  
(617) 597-1900 Fax (617) 597-1905

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



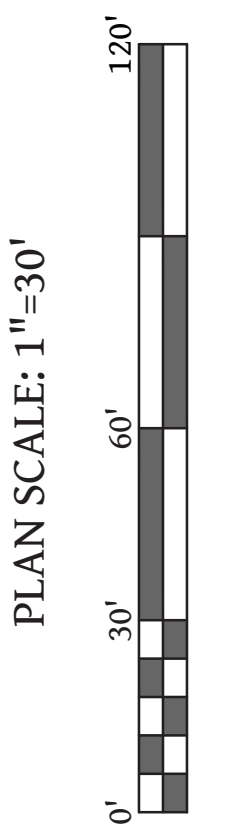


THE ROSEBAY AT MEDFIELD  
SITE PLAN OF LAND  
30 POUND STREET, MEDFIELD, MA



DECEMBER 17, 2018  
Latest Revision: December 26, 2019

## Another NewGate Housing Community

[illegible]

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(o)

C-0



**LEGACY**  
ENGINEERING

D127-01







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

w/f NANCEY C. CALLACHAN  
49-R POUND STREET  
ASSESSORS 43-086

w/f DENNIS P. DOWLING  
47-B POUND STREET  
ASSESSORS 43-087

w/f RICHARD C. SAURO  
47-A POUND STREET  
ASSESSORS 43-088

w/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

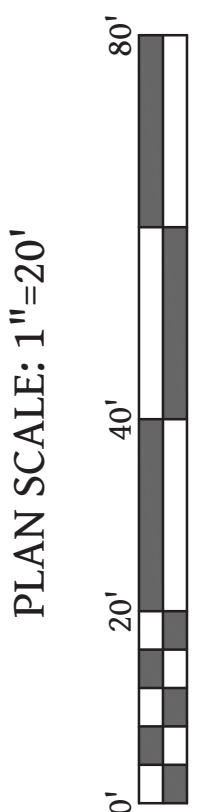
APPLICANT  
ROSEBAY AT MEDFIELD  
LIMITED PARTNERSHIP  
61 BLUEBERRY LANE  
WESTWOOD, MA 02090

ASSESSORS  
MAP 43, PARCEL 77

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



Digitally signed by Daniel J. Merrikin, P.E.  
Date: 2019.12.30 10:38:33 -05'00'



PLAN SCALE: 1"=20'

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DMH
UPDATED LANDSCAPING	2019-06-01	DMH
REVISED SITE LAYOUT	2019-12-26	DMH

PLAN DATE: DECEMBER 17, 2018

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

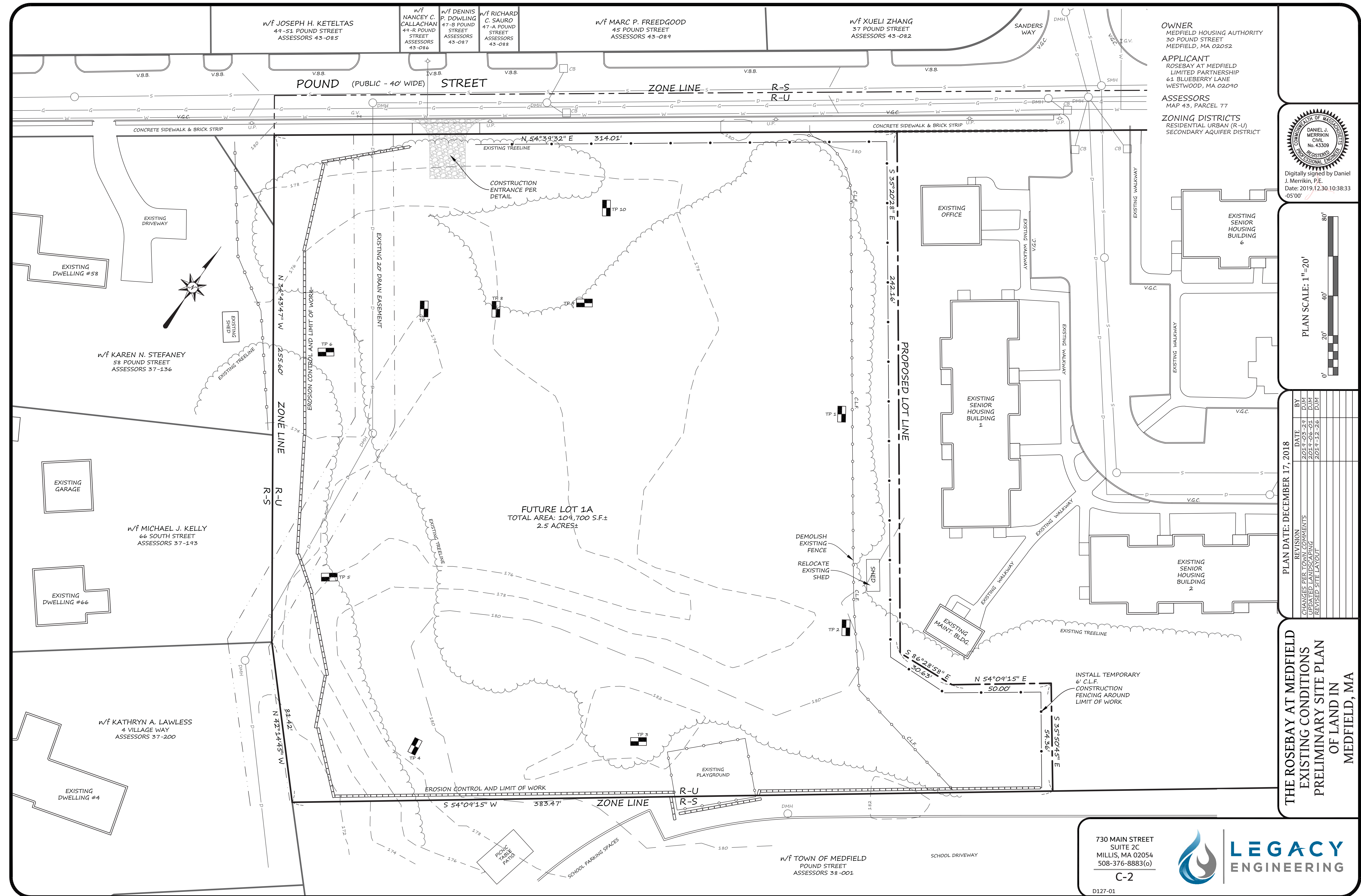
730 MAIN STREET  
SUITE 2C  
MILLIS, MA 02054  
508-376-8883(o)

C-2

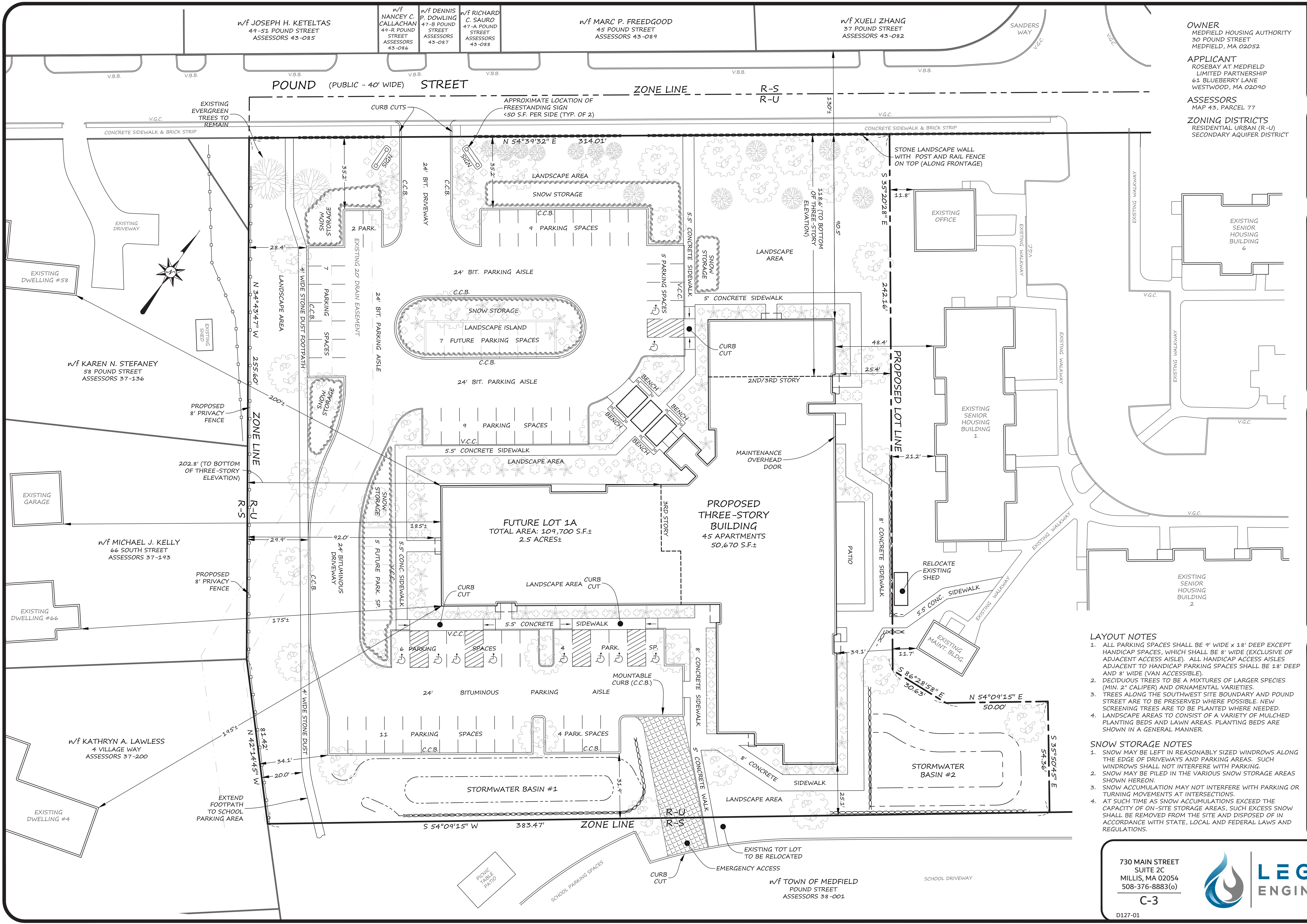
D127-01



LEGACY  
ENGINEERING







OWNER  
MEDFIELD HOUSING AUTHORITY  
30 POUND STREET  
MEDFIELD, MA 02052

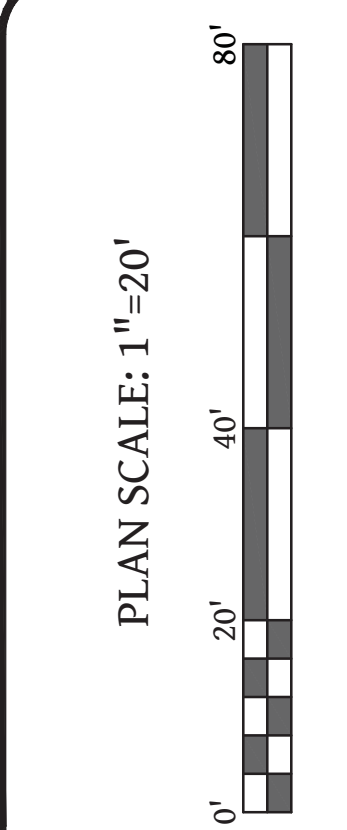
APPLICANT  
ROSEBAY AT MEDFIELD  
LIMITED PARTNERSHIP  
61 BLUEBERRY LANE  
WESTWOOD, MA 02090

ASSESSORS  
MAP 43, PARCEL 77

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



Digitally signed by Daniel J. Merrikin, P.E.  
Date: 2019.12.30 10:38:04 -05'00'



REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

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

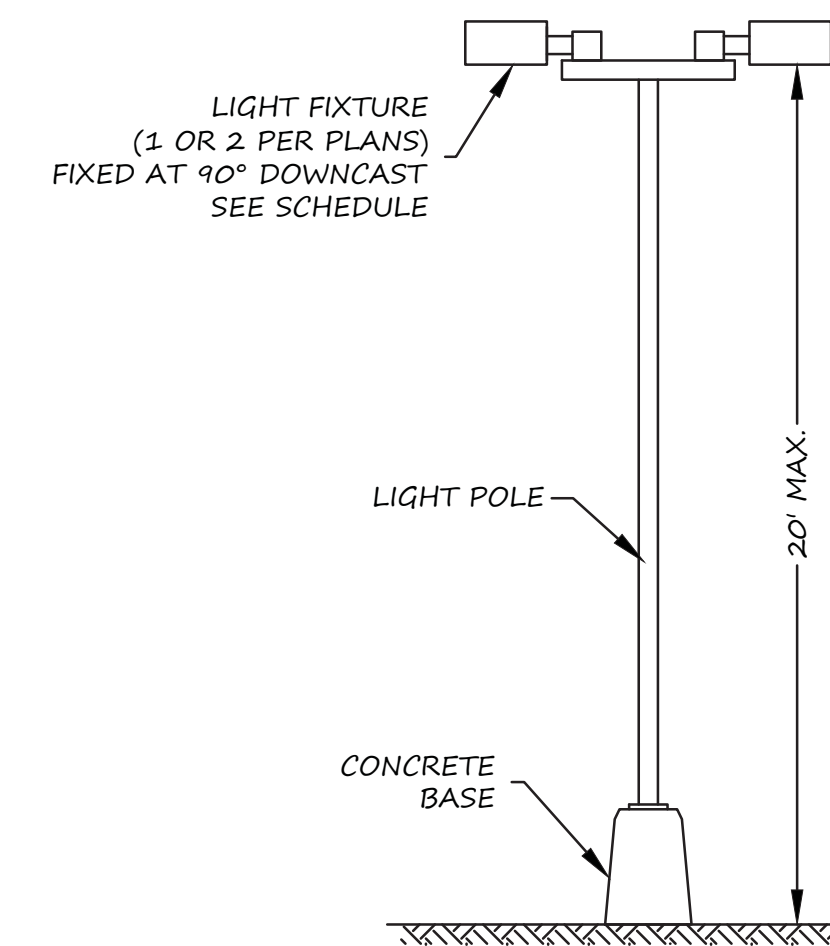
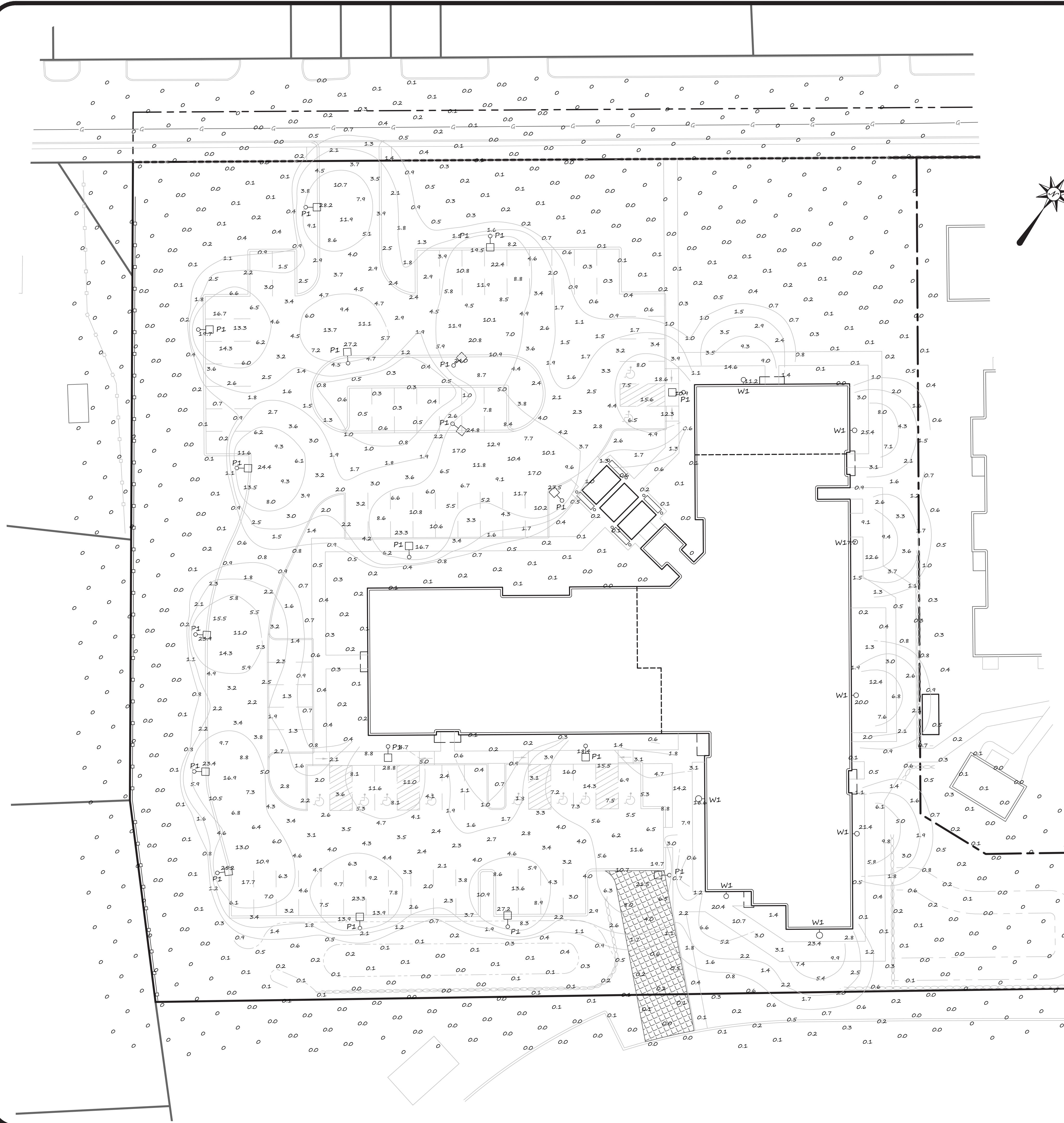
- LAYOUT NOTES**
- ALL PARKING SPACES SHALL BE 9' WIDE x 18' DEEP EXCEPT HANDICAP SPACES, WHICH SHALL BE 8' WIDE (EXCLUSIVE OF ADJACENT ACCESS AISLE). ALL HANDICAP ACCESS AISLES ADJACENT TO HANDICAP PARKING SPACES SHALL BE 18' DEEP AND 8' WIDE (VAN ACCESSIBLE).
  - DECIDUOUS TREES TO BE A MIXTURES OF LARGER SPECIES (MIN. 2" CALIPER) AND ORNAMENTAL VARIETIES.
  - TREES ALONG THE SOUTHWEST SITE BOUNDARY AND POUND STREET ARE TO BE PRESERVED WHERE POSSIBLE. NEW SCREENING TREES ARE TO BE PLANTED WHERE NEEDED. LANDSCAPE AREAS TO CONSIST OF A VARIETY OF MULCHED PLANTING BEDS AND LAWN AREAS. PLANTING BEDS ARE SHOWN IN A GENERAL MANNER.
- SNOW STORAGE NOTES**
- SNOW MAY BE LEFT IN REASONABLY SIZED WINDROWS ALONG THE EDGE OF DRIVEWAYS AND PARKING AREAS. SUCH WINDROWS SHALL NOT INTERFERE WITH PARKING.
  - SNOW MAY BE PILED IN THE VARIOUS SNOW STORAGE AREAS SHOWN HEREON.
  - SNOW ACCUMULATION MAY NOT INTERFERE WITH PARKING OR TURNING MOVEMENTS AT INTERSECTIONS.
  - AT SUCH TIME AS SNOW ACCUMULATIONS EXCEED THE CAPACITY OF ON-SITE STORAGE AREAS, SUCH EXCESS SNOW SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH STATE, LOCAL AND FEDERAL LAWS AND REGULATIONS.

730 MAIN STREET  
SUITE 2C  
MILLIS, MA 02054  
508-376-8883(o)  
**C-3**



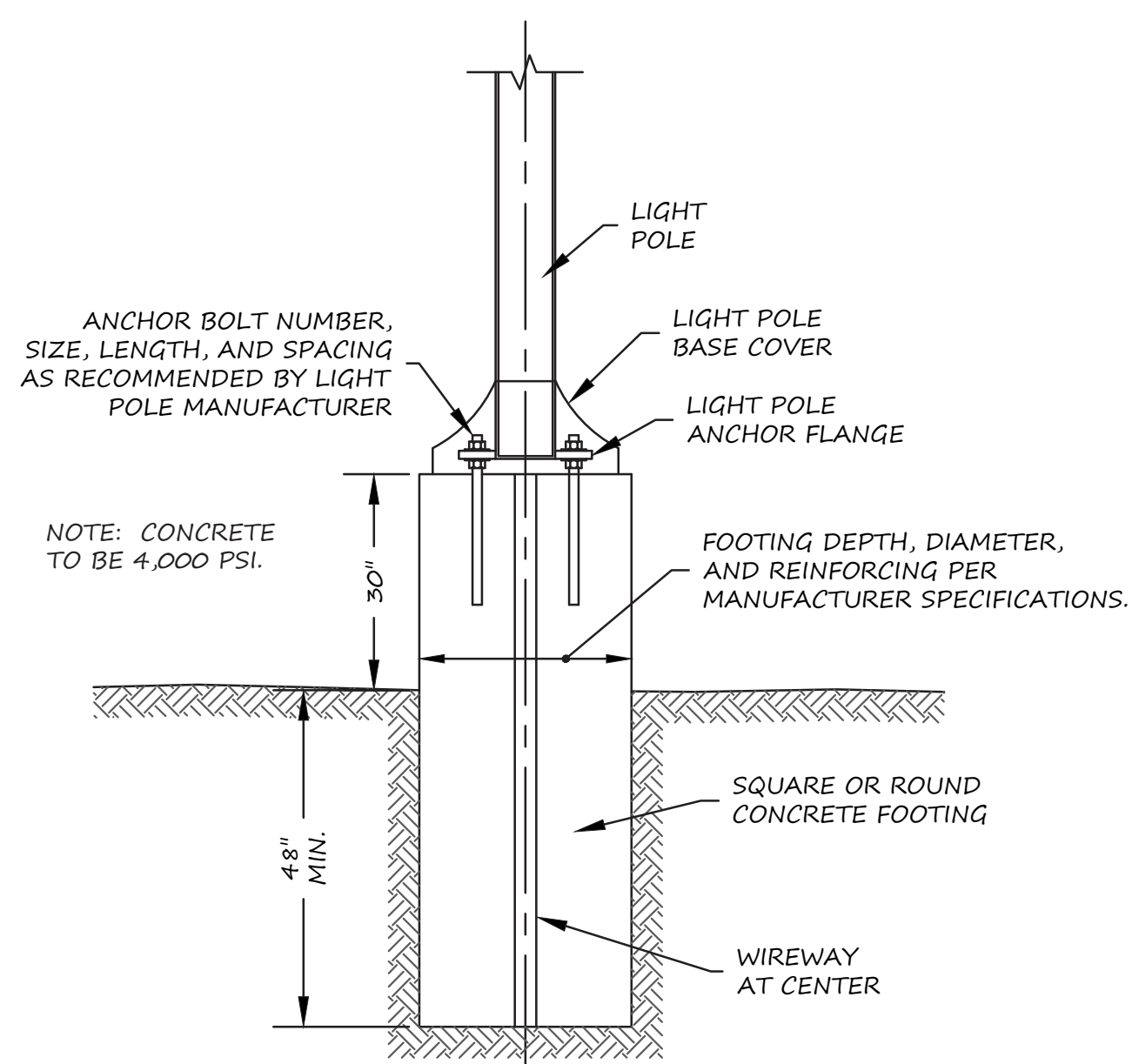
D127-01





TYPICAL LIGHT POLE DETAIL  
NOT TO SCALE

LUMINAIRE SCHEDULE					
CALLOUT	ILLUMINATION TYPLE	MOUNT STYLE	MOUNT 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 FIXUTRE	9'	RAB LIGHTING INC., WPLED4T50Y (TYPE IV)	8



CONCRETE LIGHT POLE BASE DETAIL  
NOT TO SCALE

OWNER  
MEDFIELD HOUSING AUTHORITY  
30 POUND STREET  
MEDFIELD, MA 02052

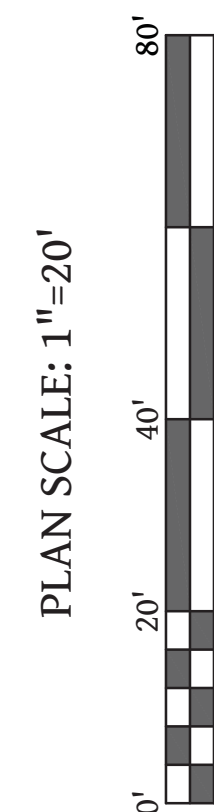
APPLICANT  
ROSEBAY AT MEDFIELD  
LIMITED PARTNERSHIP  
61 BLUEBERRY LANE  
WESTWOOD, MA 02090

ASSESSORS  
MAP 43, PARCEL 77

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



Digitally signed by Daniel J. Merrikin, P.E.  
Date: 2019.12.30 10:37:36 -05'00'



PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

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

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

C-4





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

w/f NANCEY C. CALLACHAN  
49-R POUND STREET  
ASSESSORS 43-086

w/f DENNIS P. DOWLING  
47-B POUND STREET  
ASSESSORS 43-087

w/f RICHARD C. SAURO  
47-A POUND STREET  
ASSESSORS 43-088

w/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)  
ZONE II



Digitally signed by Daniel J. Merrikin, P.E.  
Date: 2019.12.30 10:37:13 -05'00'

PLAN SCALE: 1"=20'

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2024-03-29	DJM
UPDATED LANDSCAPING	2024-06-01	DJM
REVISED SITE LAYOUT	2024-12-26	DJM

THE ROSEBAY AT MEDFIELD  
GRADING & UTILITIES  
PRELIMINARY SITE PLAN  
OF LAND IN  
MEDFIELD, MA

#### UTILITY NOTES:

1. DOMESTIC WATER SERVICE SHALL BE TYPE K COPPER IN ACCORDANCE WITH THE REQUIREMENTS OF THE SEWER AND WATER DEPARTMENT. THE PROJECT ARCHITECT SHALL VERIFY THE DOMESTIC, IRRIGATION AND FIRE WATER SERVICE PIPE SIZE REQUIREMENTS FOR THE BUILDINGS.
2. SEWER SERVICE SHALL BE 6-INCH SDR35 PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MEDFIELD SEWER AND WATER DEPARTMENT. CLEANOUTS SHALL BE POSITIONED IN LANDSCAPE AREAS.
3. DRAINAGE PIPING SHALL BE HDPE RATED FOR H2O LOADING. (ADS N12 OR EQUAL)
4. THE ELECTRIC COMPANY SHALL DETERMINE THE FINAL LOCATION AND DESIGN OF THE ELECTRIC SERVICE AND TRANSFORMER (IF NEEDED). CONDUITS TO PROPOSED LIGHT POLES SHALL BE DESIGNED BY THE ARCHITECT.

730 MAIN STREET  
SUITE 2C  
MILLIS, MA 02054  
508-376-8883(o)  
C-5



LEGACY  
ENGINEERING

D127-01



1. PLAN BOOK 247 NO. 916 OF 1974

1. BOOK 5087 PAGE 299

1. "ZONING LOT AREA" REFERENCES THE MEDFIED ZONING BYLAW'S DEFINITION OF "MINIMUM LOT AREA" PER THE FIRST ASTERISK FOOTNOTE OF THE TABLE IN SECTION 6.2, AND EXCLUDES WETLANDS, FLOOD PLAIN DISTRICT, WATERSHED PROTECTION DISTRICT, AND STORMWATER DETENTION AND RETENTION BASINS IN ACCORDANCE WITH THE BYLAW.

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

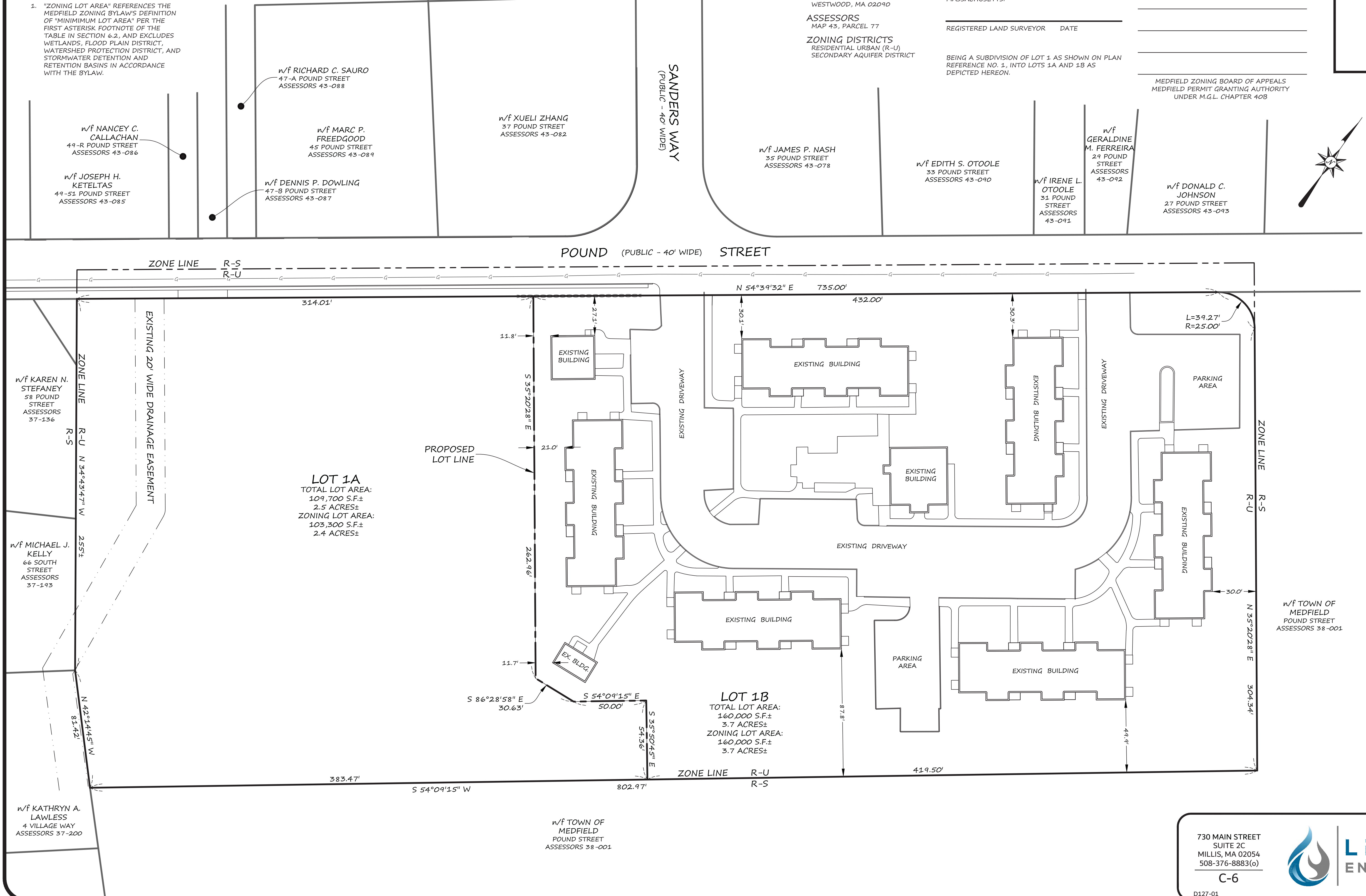
ZONING DISTRICTS  
RESIDENTIAL URBAN (R-U)  
SECONDARY AQUIFER DISTRICT

I CERTIFY THAT THIS SURVEY AND PLAN CONFORM TO THE ETHICAL, PROCEDURAL AND TECHNICAL STANDARDS OF THE COMMONWEALTH OF MASSACHUSETTS.

BEING A SUBDIVISION OF LOT 1 AS SHOWN ON PLAN  
REFERENCE NO. 1, INTO LOTS 1A AND 1B AS  
DEPICTED HEREON.

DATE:

FOR REGISTRY USE



PLAN SCALE: 1"=30'

[illegible]

THE ROSEBAY AT MEDFIELD  
PROSPECTIVE A.N.R.  
PRELIMINARY SITE PLAN  
OF LAND IN  
MEDFIELD, MA

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

---

C-6



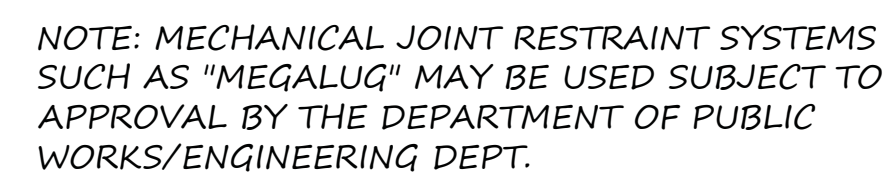
**LEGACY**  
ENGINEERING

D127-01

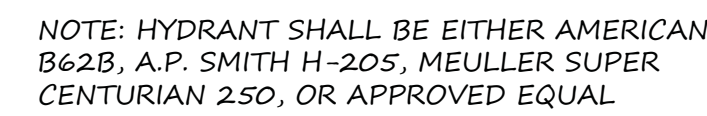




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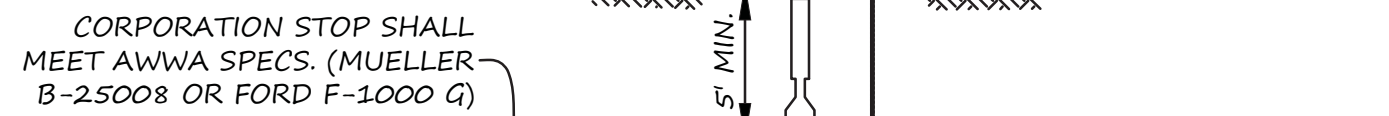
NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



- NOTES:

1. COPPER TUBING SHALL MEET AWWA SPEC. 76-CR TYPE K OR FEDERAL SPEC. WWT-799 TYPE K.
2. 1 1/2-INCH AND LARGER SERVICES SHALL BE INSTALLED WITH A SADDLE.

NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



SECTIONAL VIEW

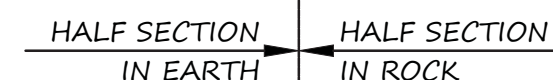
- NOTES:**
1. ENTRANCE SHALL BE INSTALLED BEFORE ANY EXCAVATION WORK OCCURS ON-SITE.
  2. ENTRANCE SHALL BE MAINTAINED IN GOOD CONTITION UNTIL A PAVED DRIVEWAY IS INSTALLED. REPLACE ENTRANCE IF FILLED WITH SOILS OR IF SOILS ARE BEING TRACKED ONTO ADJACENT ROADWAYS.

NOT TO SCALE



- NOTE: NON-BIODEGRADABLE SOCK SHELL FILLED WITH COMPOST MEDIA. JOINTS SHALL BE OVERLAPPED BY AT LEAST TWO FEET. ORANGE SNOW FENCE IS ONLY NEEDED IF THERE IS EVIDENCE OF THE COMPOST SOCK BEING BURIED BY CONSTRUCTION ACTIVITIES.

NOT TO SCALE



NOT TO SCALE

Digitally signed by Daniel  
J. Merrikin, P.E.  
Date: 2019.12.30 10:36:50  
-05'00'

PLAN SCALE: NOT TO SCALE

	REVISION	DATE	BY
	CHANGES PER TOWN COMMENTS	2014-02-29	DJM
	REVISED SITE LAYOUT	2014-07-16	DJM
		2014-9-12-26	DJM

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

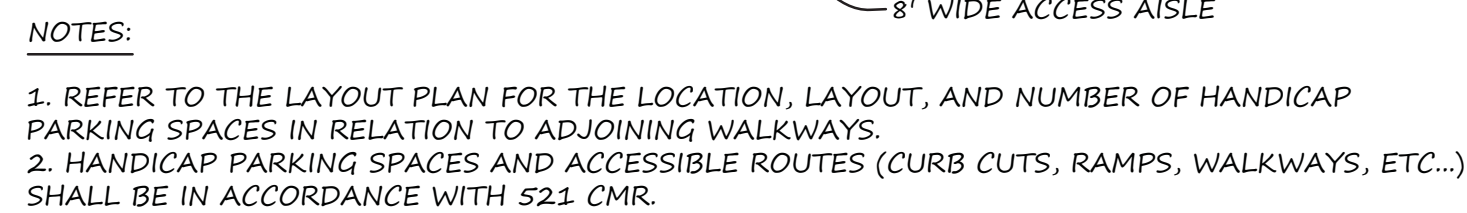
C-7

D127-01

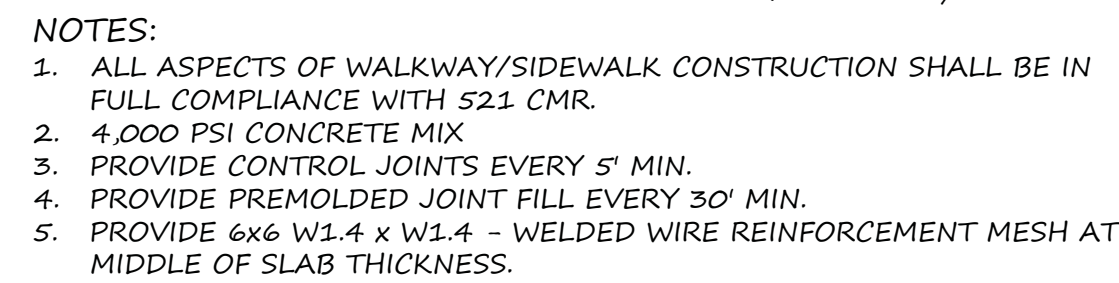


**LEGACY**  
ENGINEERING





(NO SCALE)



6" THICK CONCRETE SLAB.  
SLOPE 1% IN ANY DIRECTION.  
TOP 3" ABOVE SURROUNDING GRADE

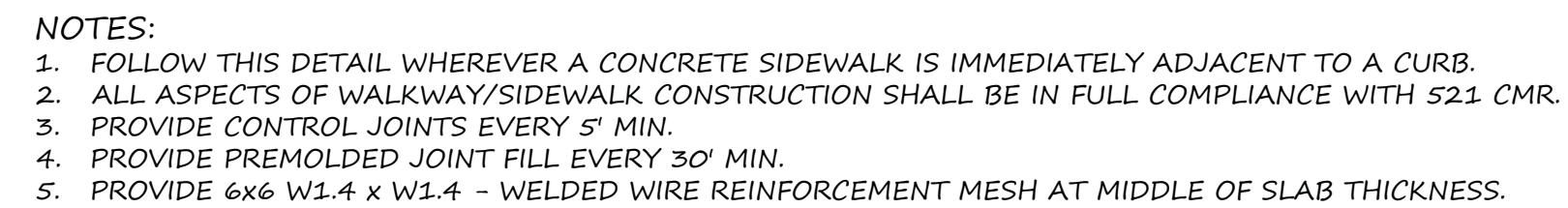
WIRE MESH

6" LOAM & SEED  
ADJACENT AREAS  
(UNLESS OTHERWISE  
SPECIFIED)

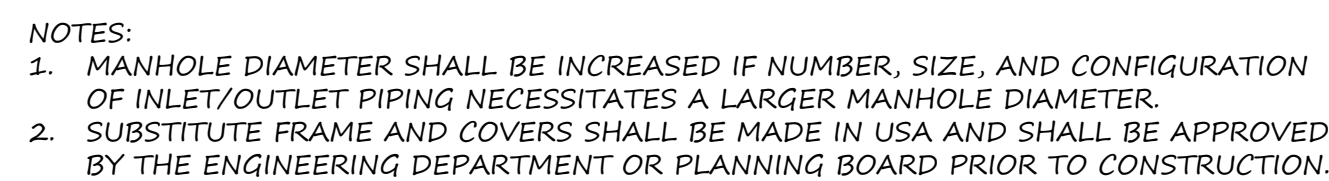
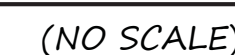
6" COMPACTED GRAVEL  
BORROW (EXTEND 3"  
BEYOND EDGE OF WALK)

- NOTES:
1. CONCRETE PADS SHALL BE INSTALLED IN ACCORDANCE WITH THE ARCHITECTURAL AND STRUCTURAL DRAWINGS WHERE SPECIFIED.
  2. MISCELLANEOUS NON-SPECIFIED CONCRETE PADS SHALL BE INSTALLED PER THIS DETAIL.
  3. 4,000 PSI CONCRETE MIX
  4. PROVIDE 6x6 W3.4 x W3.4 - WELDED WIRE REINFORCEMENT MESH AT MIDDLE OF SLAB THICKNESS

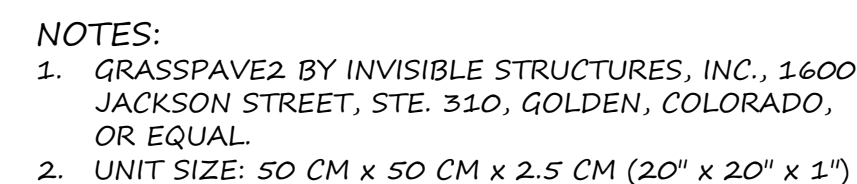
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(NO SCALE)



NOT TO SCALE



(NOT TO SCALE)



PLAN SCALE: NOT TO SCALE

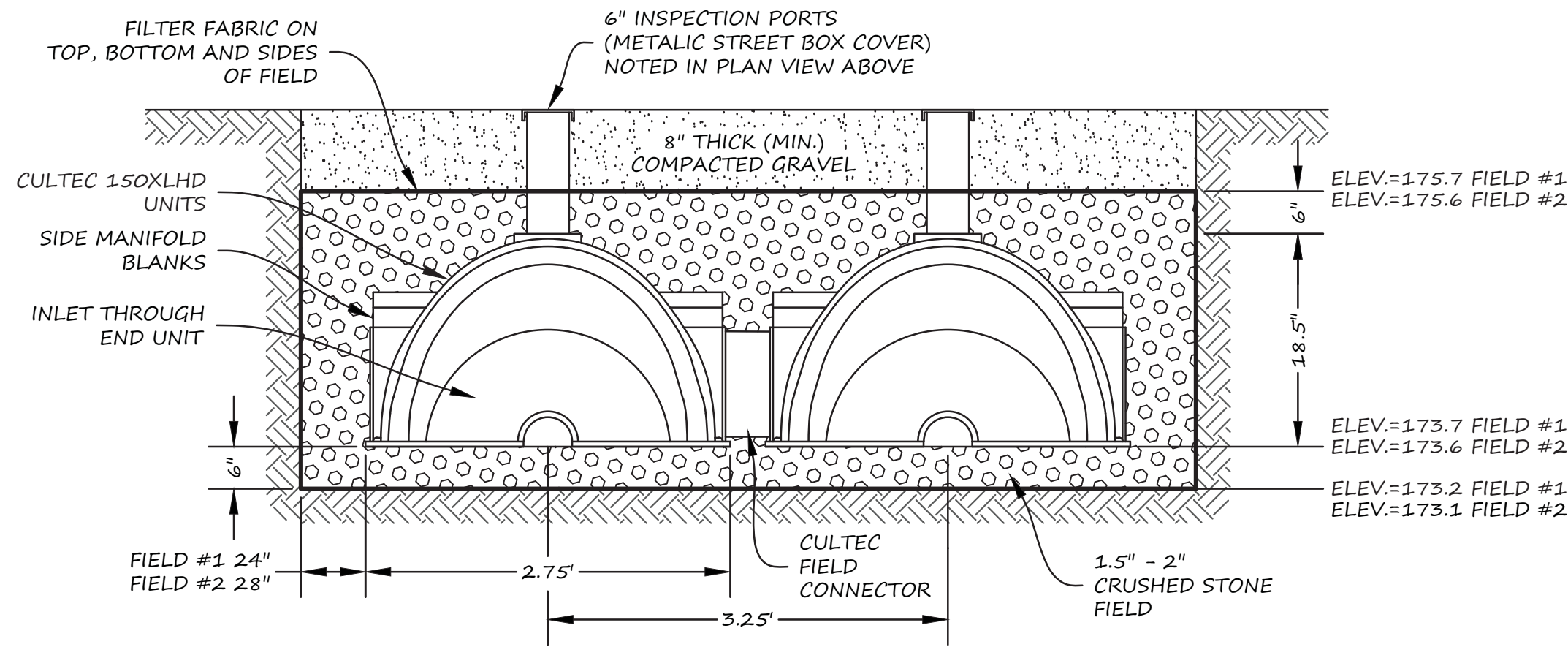
PLAN DATE: DECEMBER 17, 2018			
REVISION	DATE	BY	
CHANGES PER TOWN COMMENTS	2018-03-29	DJM	
UPDATED LANDSCAPING	2019-06-01	DJM	
REVISED SITE LAYOUT	2019-12-26	DJM	

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

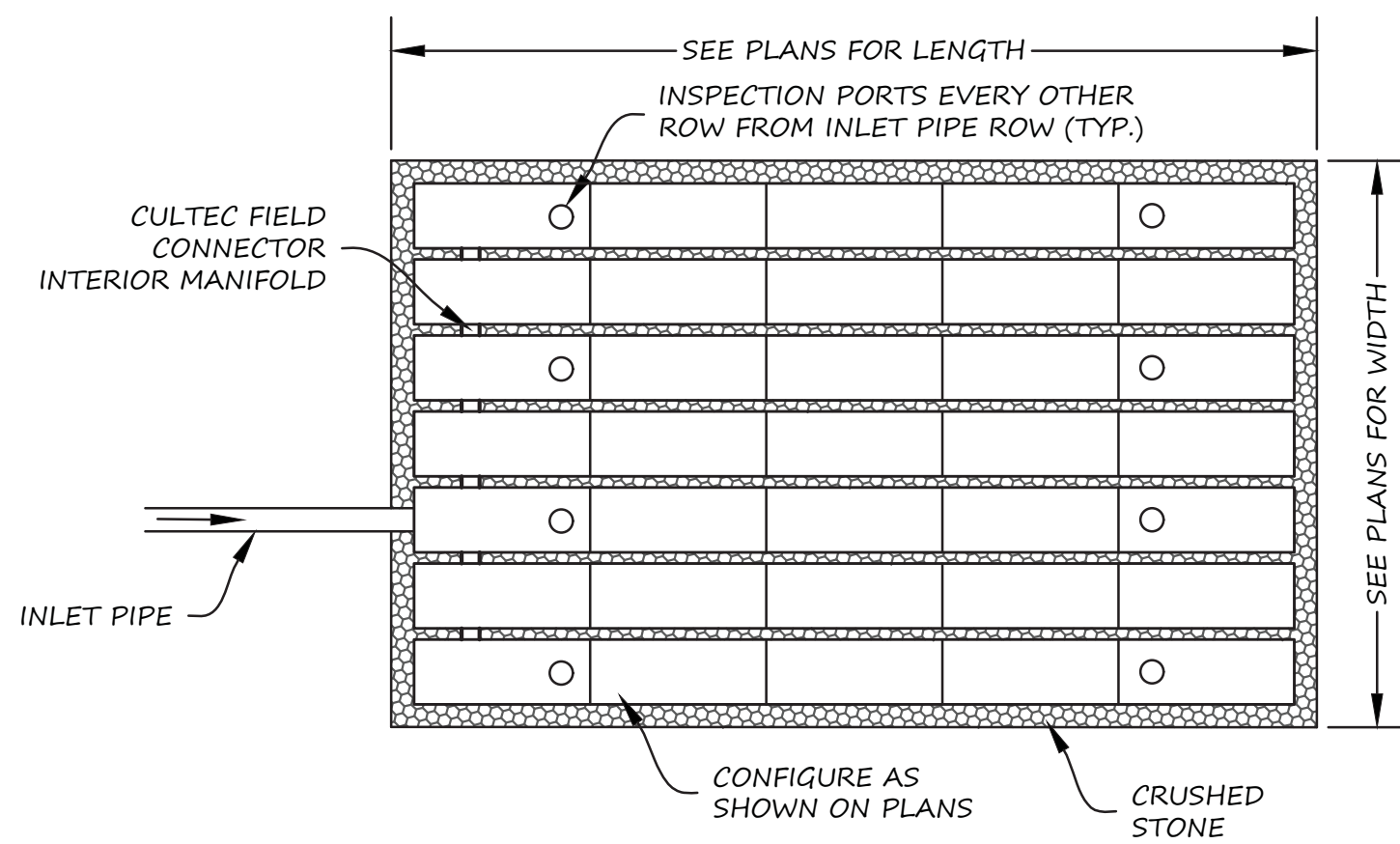
**LEGACY**  
ENGINEERING

D127-01





SECTION THROUGH TYPICAL LEACHING FIELD



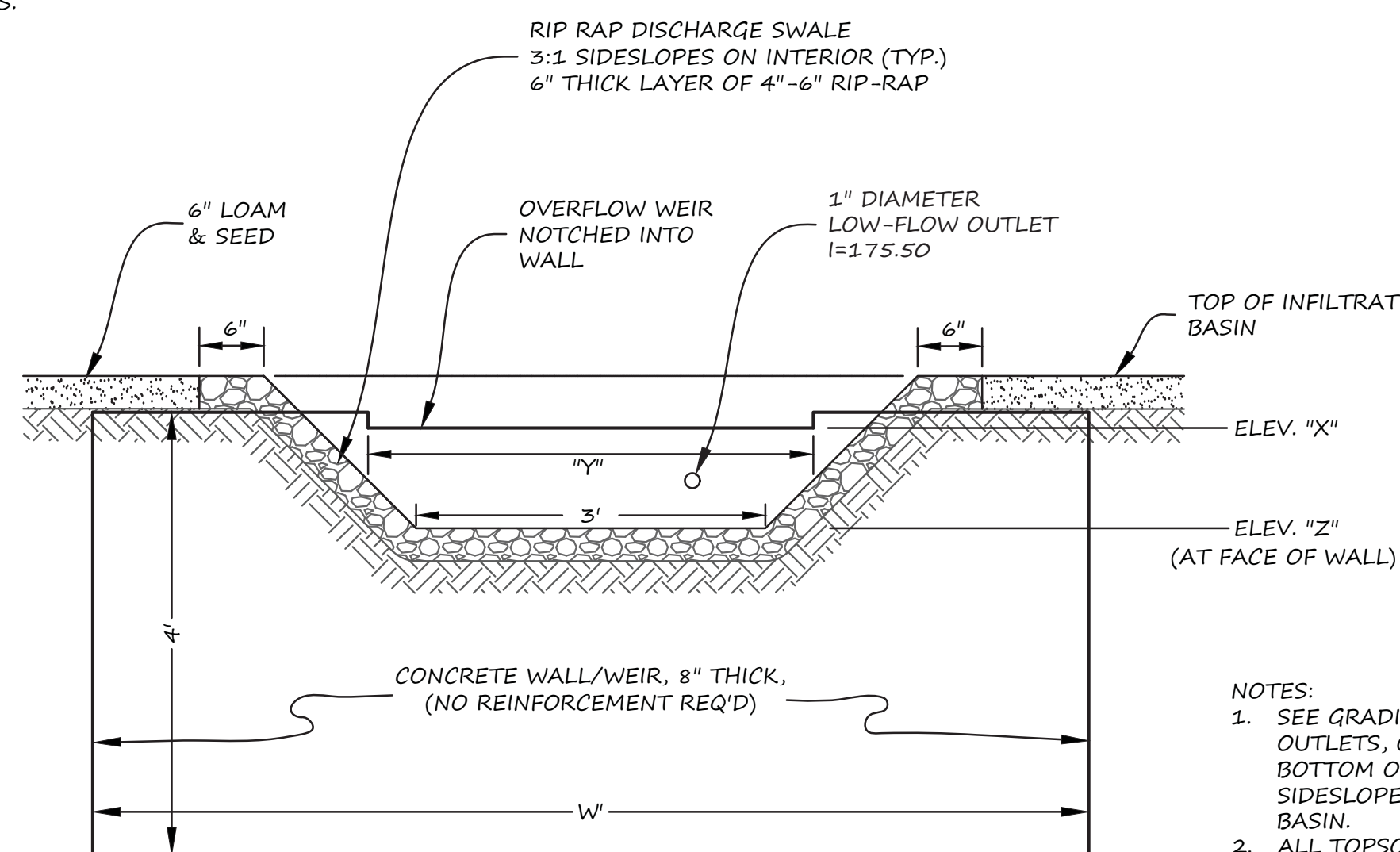
FIELD PLAN VIEW

NOTES:

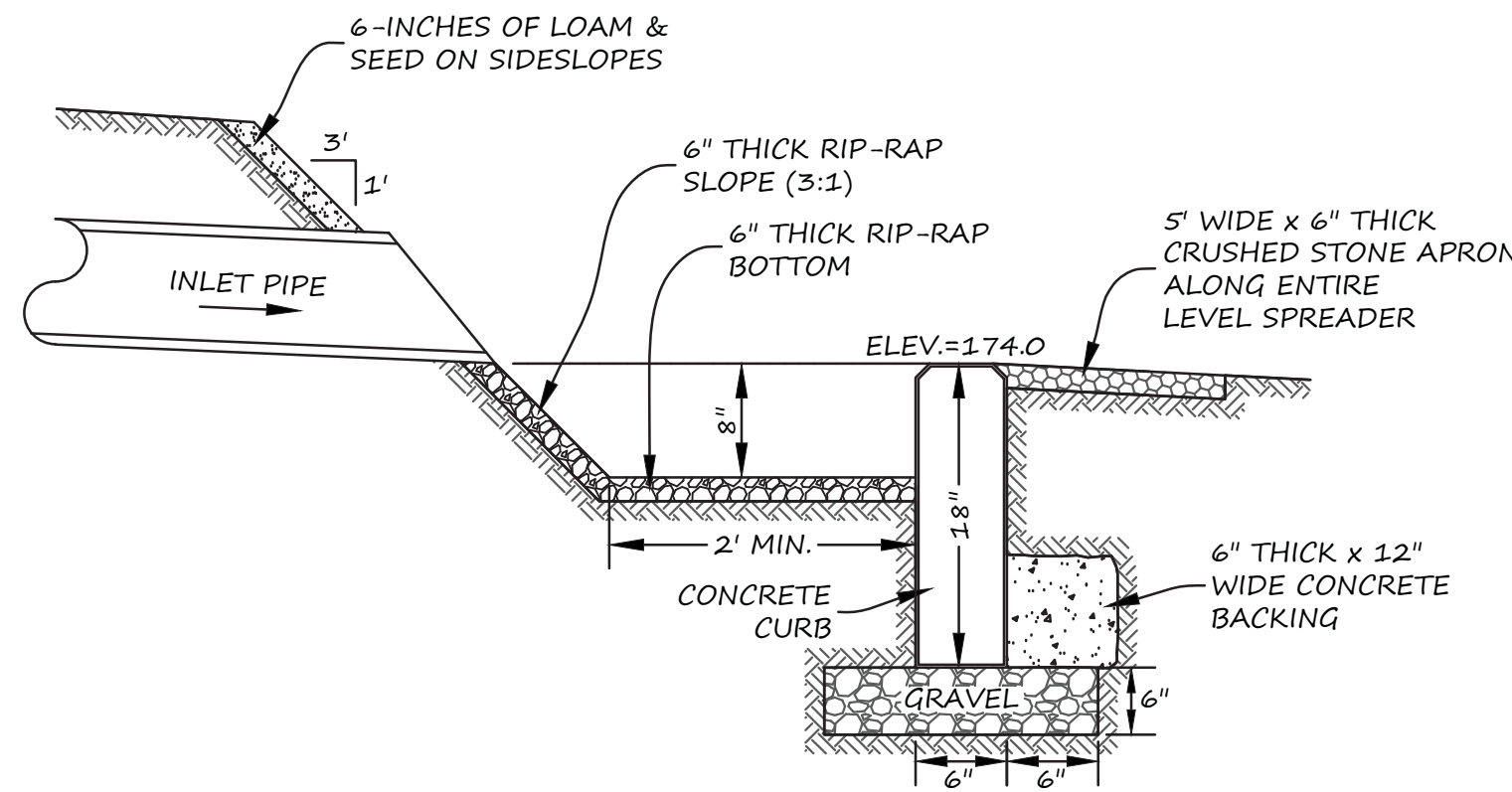
1. INFILTRATION TRENCH UNITS TO BE RECHARGER 150XLHD AS MANUFACTURED BY CULTREC, INC., 878 FEDERAL ROAD, BROOKFIELD, CT 06804, OR APPROVED EQUAL. APPROVED EQUALS MUST CONTAIN AT LEAST THE SAME TOTAL SYSTEM STORAGE VOLUME AND BOTTOM AREA.
2. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
3. TWO-TRENCH SYSTEM CROSS-SECTION SHOWN. MULTIPLE TRENCHES WOULD USE THE SAME EXTERIOR STONE THICKNESS AND INTERIOR CHAMBER SEPARATION VALUES.
4. INFILTRATION TRENCH UNITS SHALL BE ABLE TO WITHSTAND H-20 LOADINGS.

INFILTRATION FIELD DETAIL

NOT TO SCALE



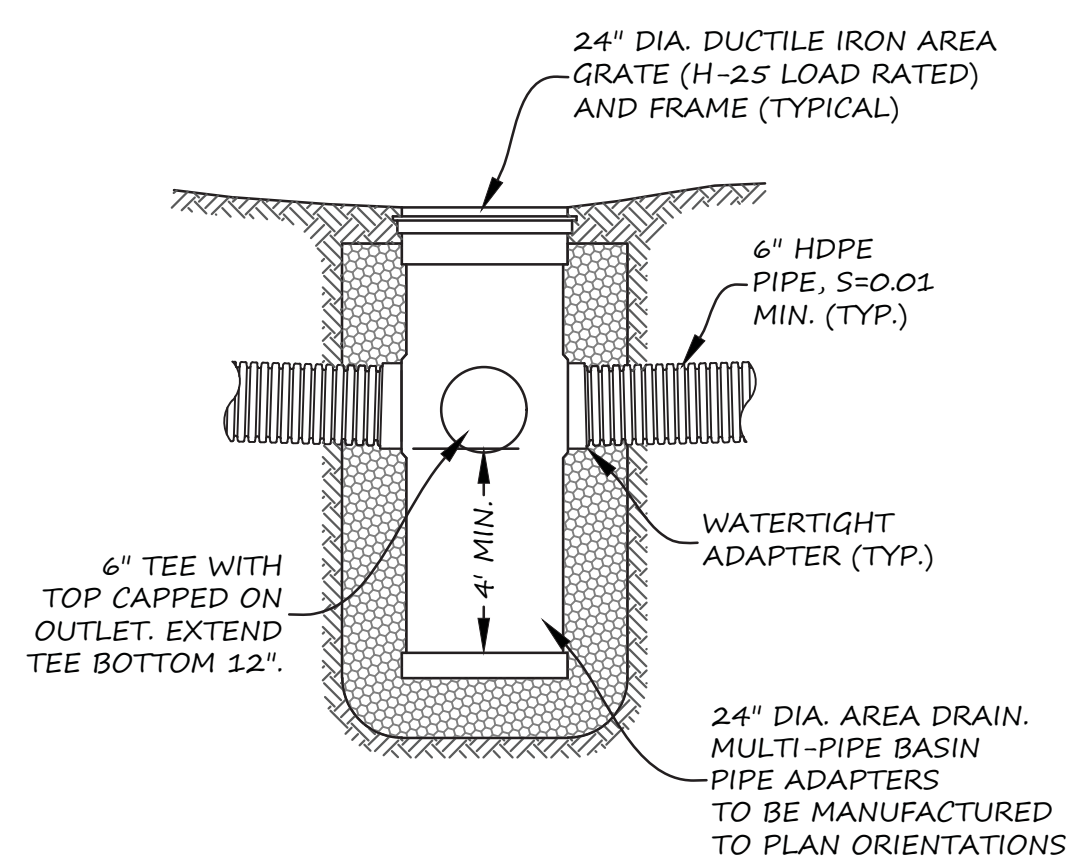
OUTLET WEIR AND RIP-RAP SWALE DETAIL



TYPICAL SECTIONAL VIEW

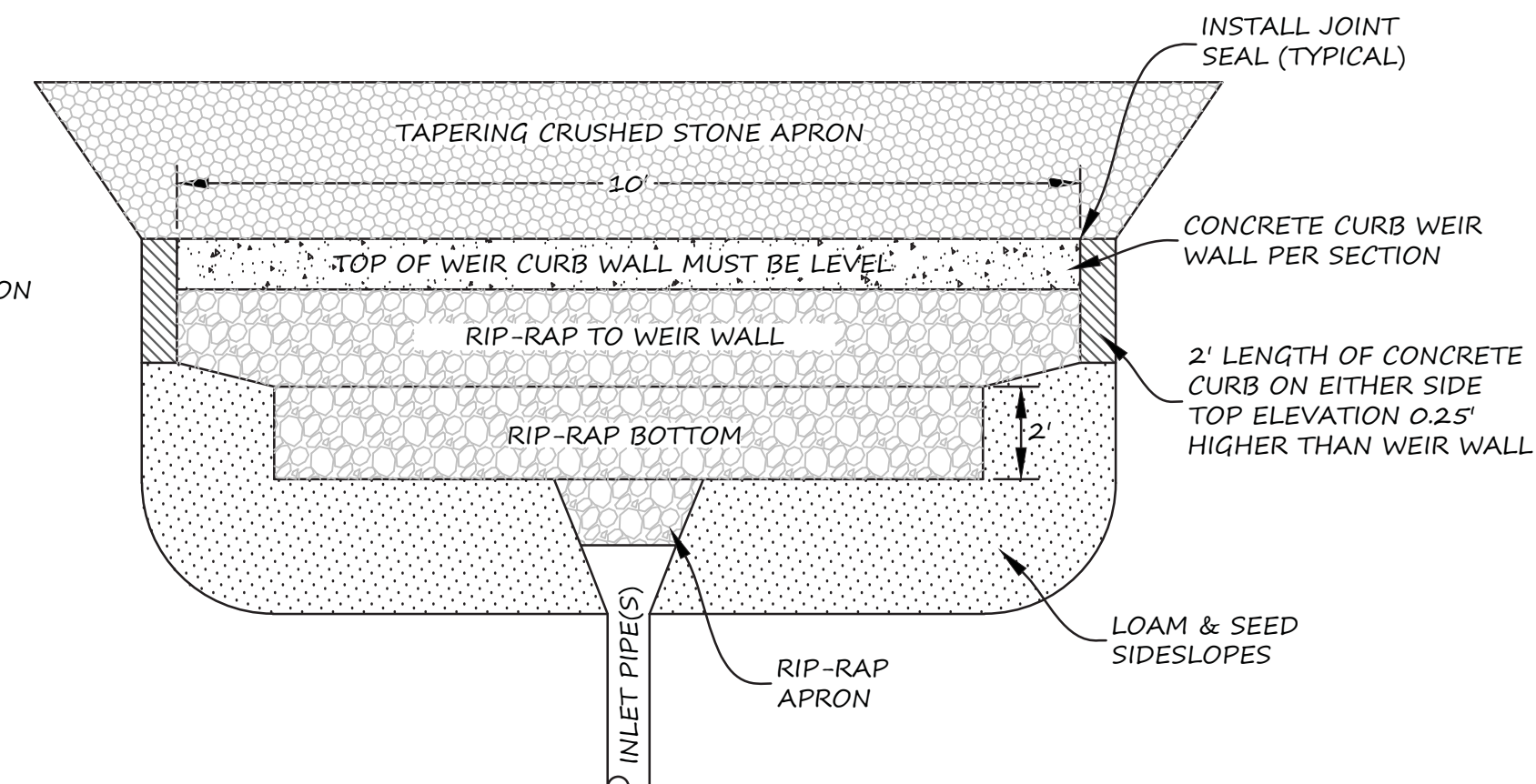
LEVEL SPREADER DETAIL

NOT TO SCALE

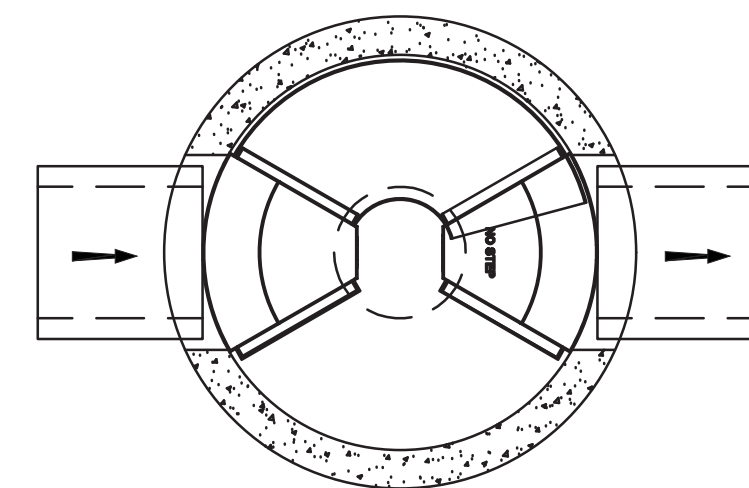


AREA DRAIN (A.D.) DETAIL

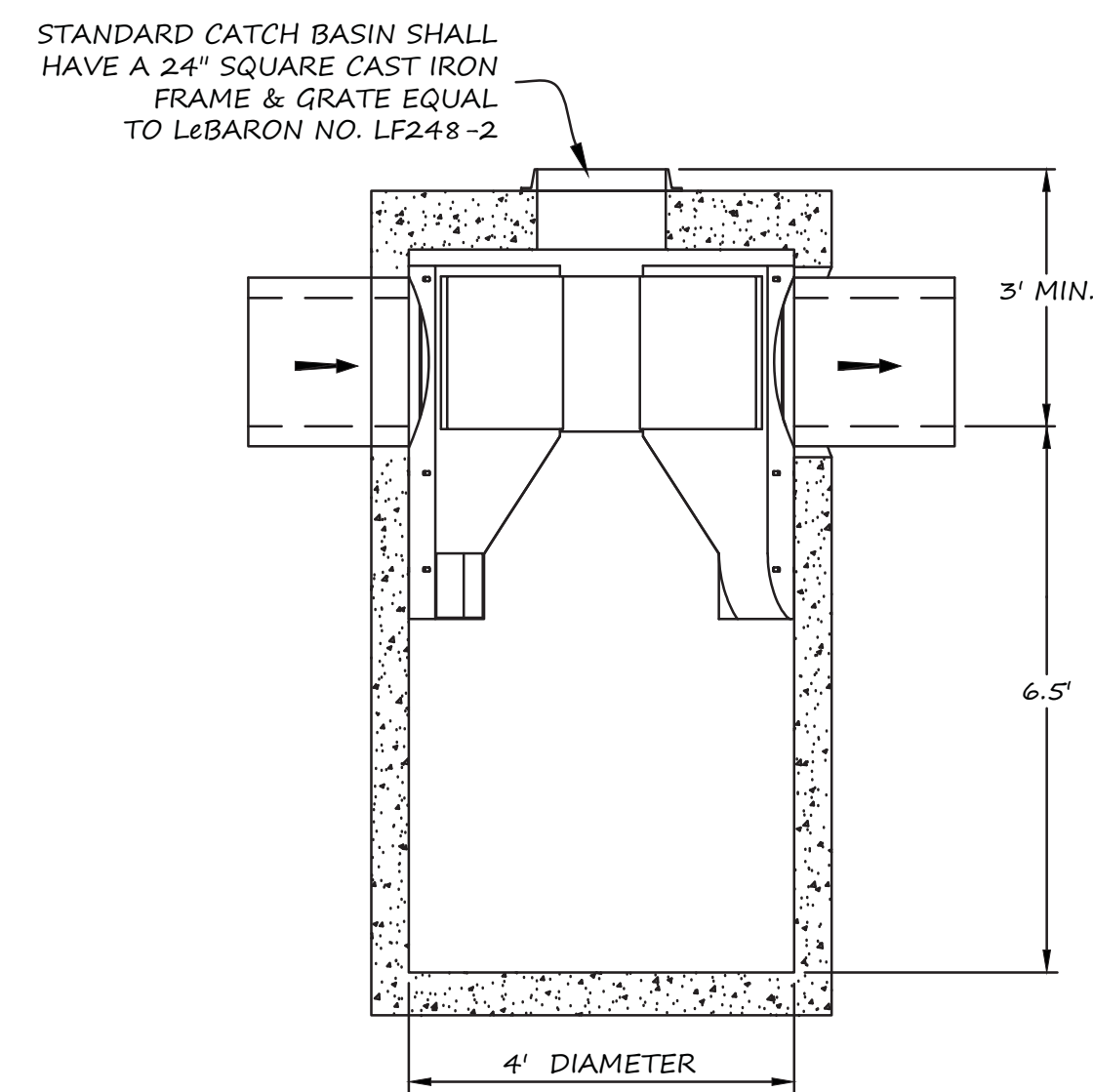
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PLAN VIEW



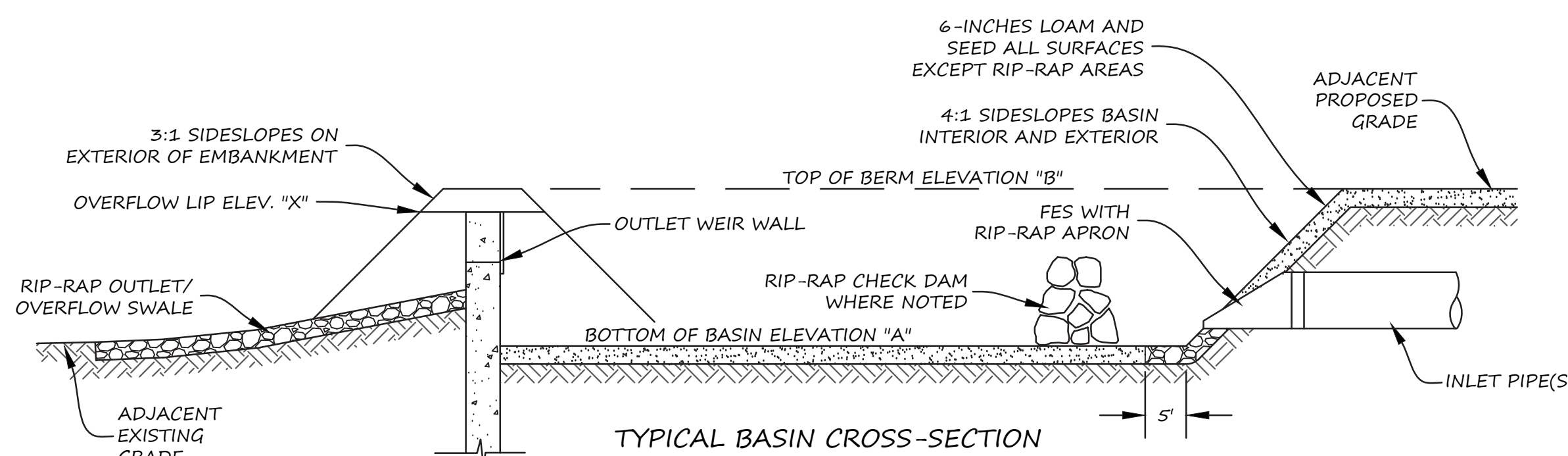
PLAN VIEW



PROFILE VIEW

FIRST DEFENSE (4' DIA. MODEL)

NOT TO SCALE



TYPICAL BASIN CROSS-SECTION

SCHEDULE OF DIMENSIONS AND ELEVATIONS

	BASIN #1	BASIN #2
BOTTOM OF BASIN ELEVATION "A"	174.0	174.0
TOP OF BERM ELEVATION "B"	177.0	177.0
OUTLET WEIR WALL LENGTH "W"	12'	N/A
OVERFLOW ELEVATION "X"	176.0	N/A
OVERFLOW WIDTH "Y"	5'0"	N/A
RIP RAP SWALE OUTLET ELEV. "Z" (AT FACE OF WALL)	175.5	N/R

NOTES:

1. SEE GRADING SHEETS AND PROFILE SHEETS FOR SIZE OF INLETS AND OUTLETS, OUTLET STRUCTURE SPECIFICATIONS, ELEVATION OF BOTTOM OF BASIN, ELEVATION OF TOP OF BASIN, SLOPE OF SIDESLOPES, AND OTHER DIMENSIONAL REQUIREMENTS FOR EACH BASIN.
2. ALL TOPSOIL AND SUBSOIL BELOW THE BOTTOM OF THE BASIN SHALL BE REMOVED PRIOR TO BASIN CONSTRUCTION. FILL MATERIALS UNDER THE BASIN BOTTOM SHALL BE CLEAN GRAVEL. FILL FOR BERMS MAY BE SAND, LOAMY SAND OR SANDY LOAM. (TITLE V CLASSIFICATIONS).
3. BERM AREAS SHALL BE REMOVED OF ALL TOP AND SUB-SOIL AND OTHER UNSUITABLE SOILS. BERM CORE SHALL CONSIST OF ORDINARY BORROW INSTALLED IN 12-INCH LIFTS TO A MINIMUM 93% PROCTOR DENSITY.

TYPICAL INFILTRATION BASIN CROSS-SECTION

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



Digitally signed by Daniel J. Merrikin, P.E.  
Date: 2019.12.30 10:36:14 -05'00'

PLAN SCALE: NOT TO SCALE

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

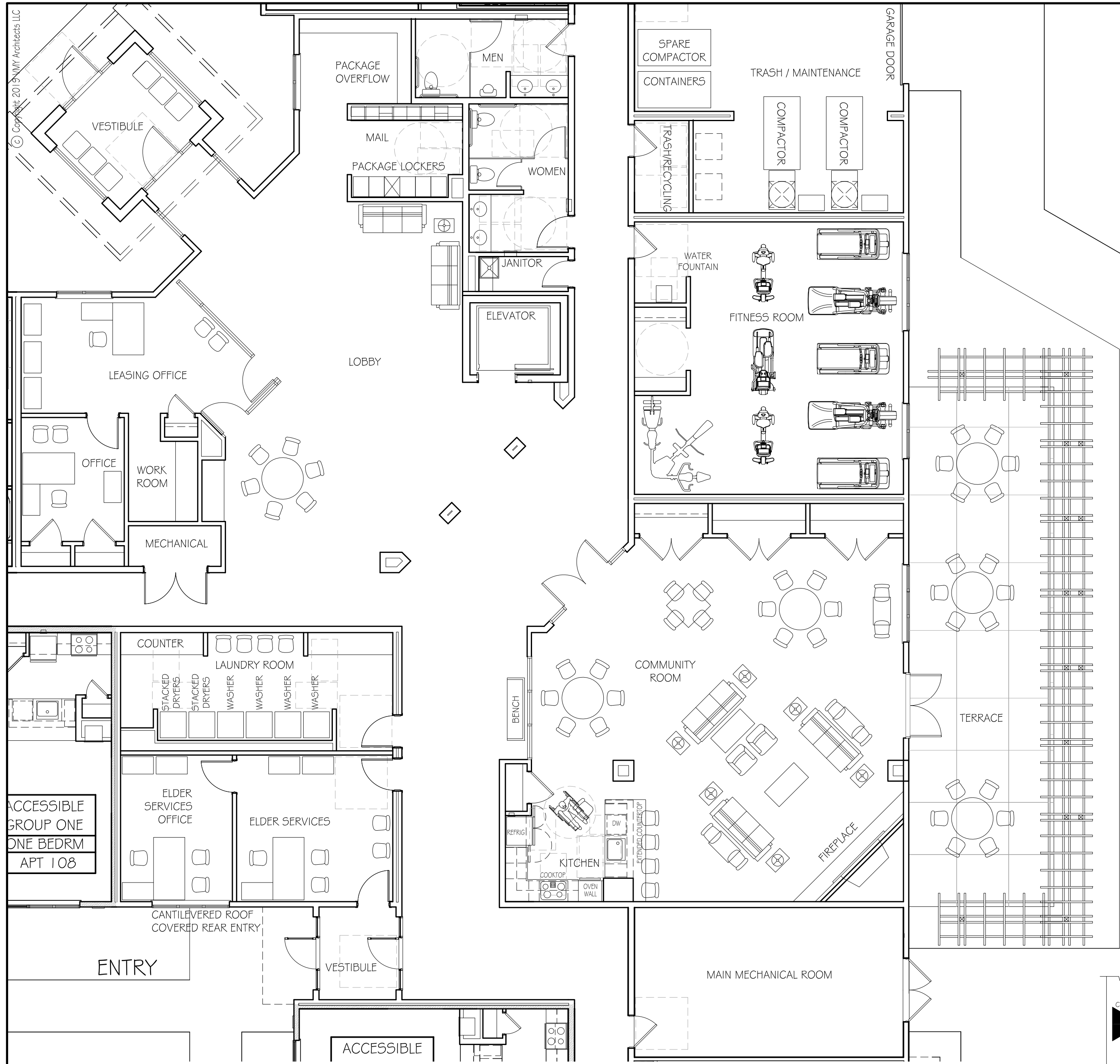
THE ROSEBAY AT MEDFIELD  
DETAILS  
PRELIMINARY SITE PLAN  
OF LAND IN  
MEDFIELD, MA

730 MAIN STREET  
SUITE 2C  
MILLIS, MA 02054  
508-376-8883(o)  
C-9



D127-01



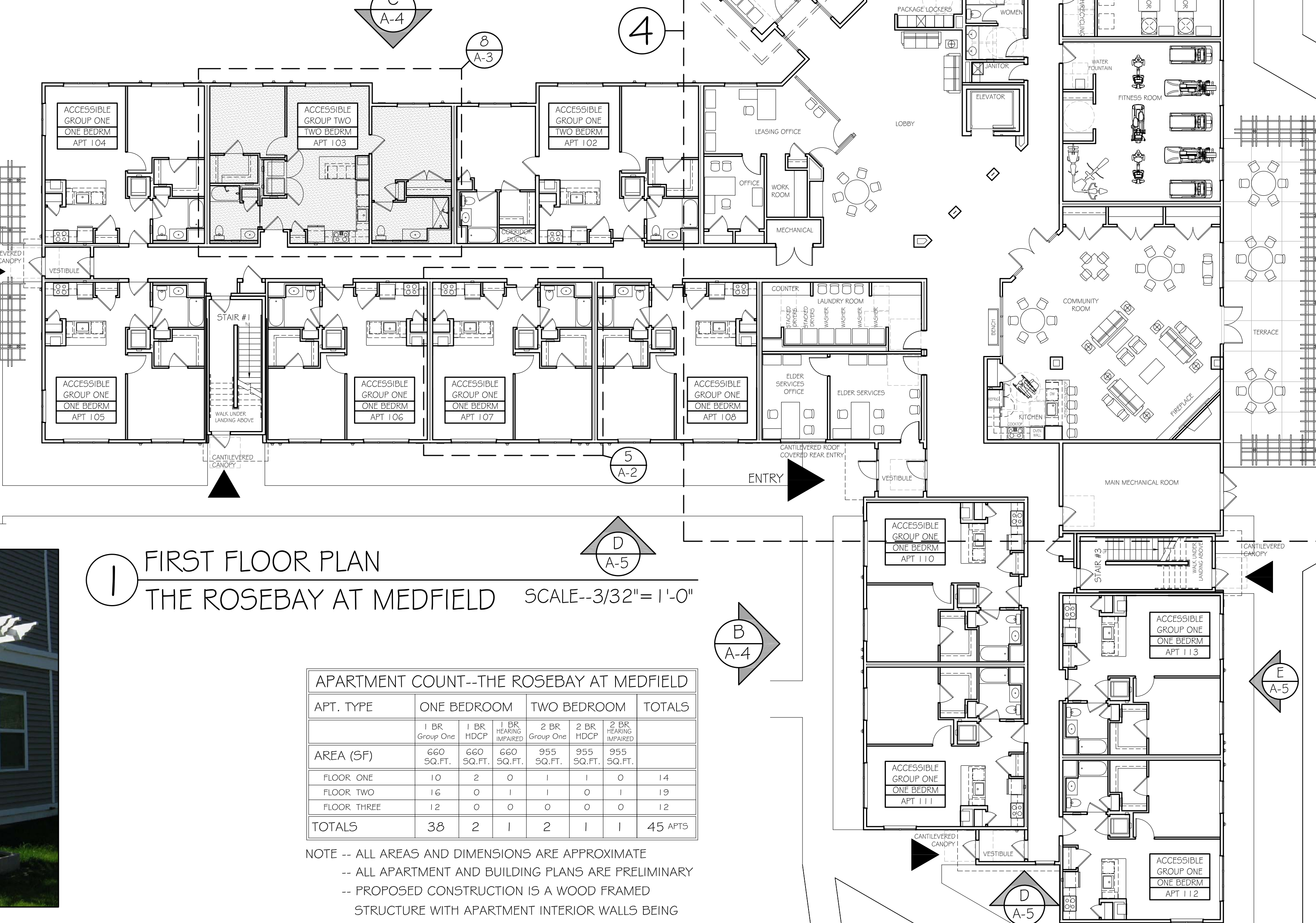


COMMUNITY ROOMS IN  
SIMILAR APARTMENT BUILDINGS



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



FIRST FLOOR PLAN  
THE ROSEBAY AT MEDFIELD SCALE--3/32"=1'-0"

APARTMENT COUNT--THE ROSEBAY AT MEDFIELD						
APT. TYPE	ONE BEDROOM		TWO BEDROOM		TOTALS	
	1 BR. Group One	1 BR. HDCCP	2 BR. HEARING IMPAIRED	2 BR. HDCCP	2 BR. HEARING IMPAIRED	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	1	14
FLOOR TWO	16	0	1	1	0	19
FLOOR THREE	12	0	0	0	0	12
TOTALS	38	2	1	2	1	45 APTS

NOTE -- ALL AREAS AND DIMENSIONS ARE APPROXIMATE  
 -- ALL APARTMENT AND BUILDING PLANS ARE PRELIMINARY  
 -- PROPOSED CONSTRUCTION IS A WOOD FRAMED STRUCTURE WITH APARTMENT INTERIOR WALLS BEING NON-LOAD BEARING METAL STUD ASSEMBLIES  
 -- SEE ELEVATIONS FOR EXTERIOR FINISHES

FIRST FLOOR PUBLIC SPACES  
THE ROSEBAY AT MEDFIELD SCALE--3/16"=1'-0"



VINYL TRELLIS ASSEMBLIES AT  
SIMILAR APARTMENT BUILDINGS



VINYL TRELLIS ASSEMBLIES AT  
SIMILAR APARTMENT BUILDINGS





SIMILAR APARTMENT LIVING ROOM



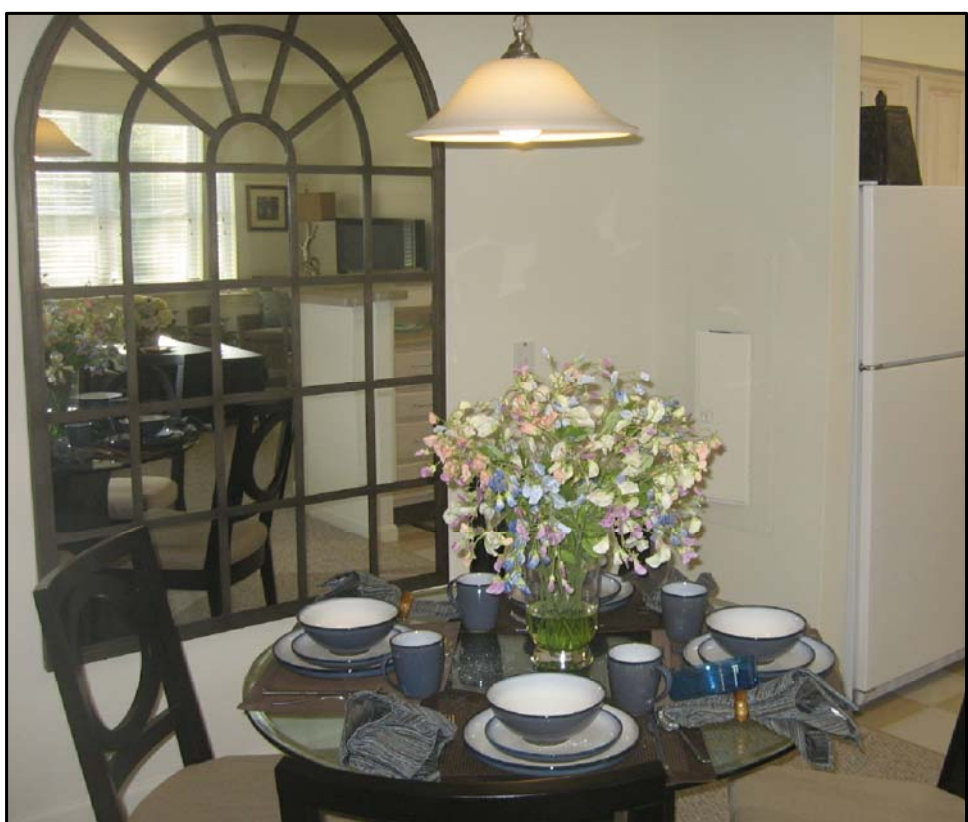
SIMILAR APARTMENT LIVING ROOM



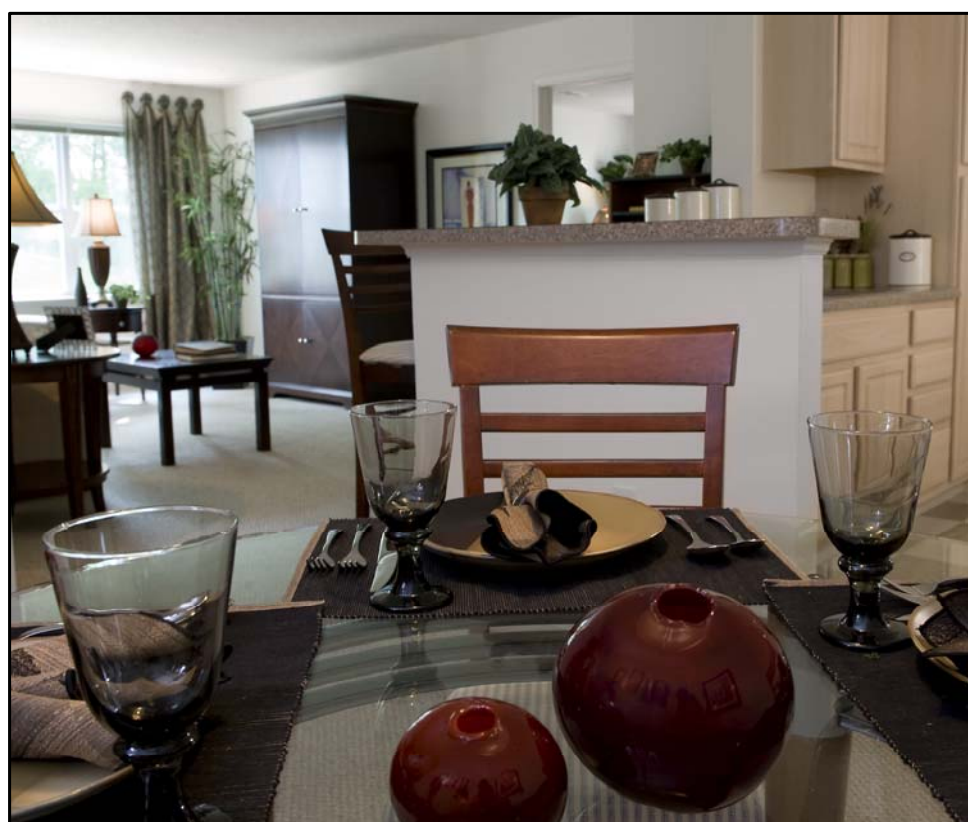
SIMILAR APARTMENT OPEN KITCHEN



SIMILAR APARTMENT BEDROOM



SIMILAR APARTMENT DINING AREA



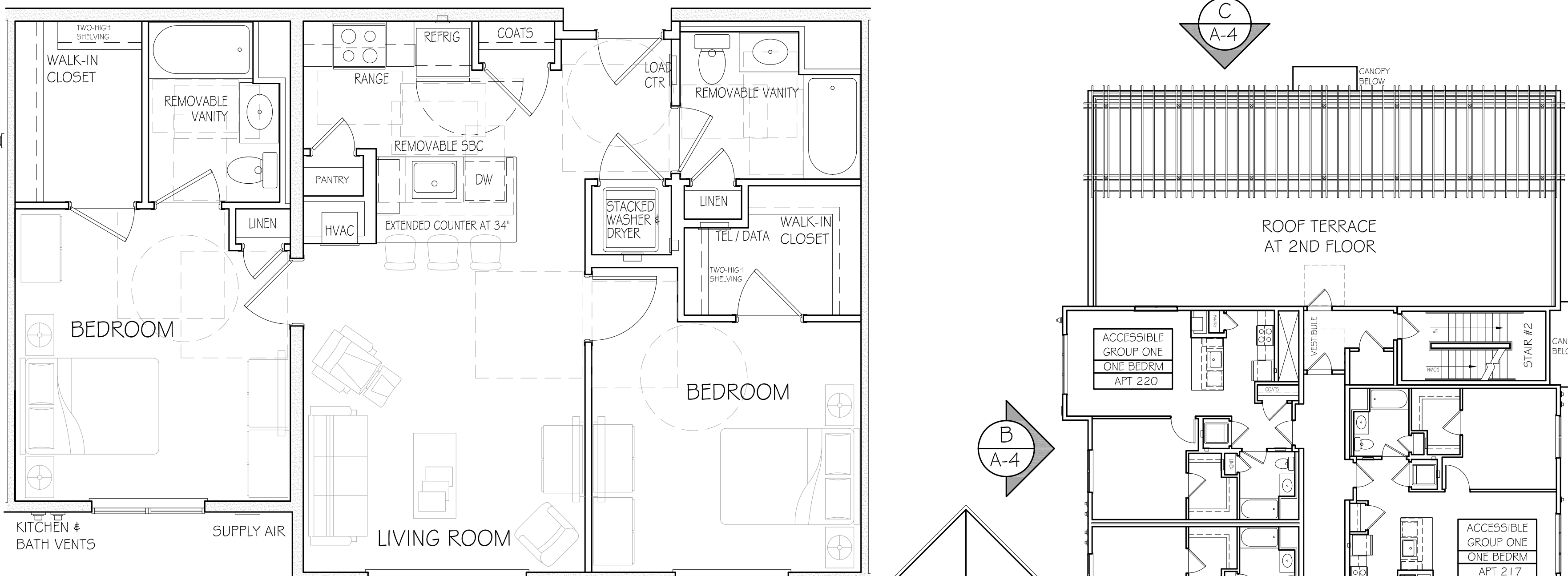
SIMILAR APARTMENT DINING AREA

ACCESSIBILITY SYMBOLS LEGEND

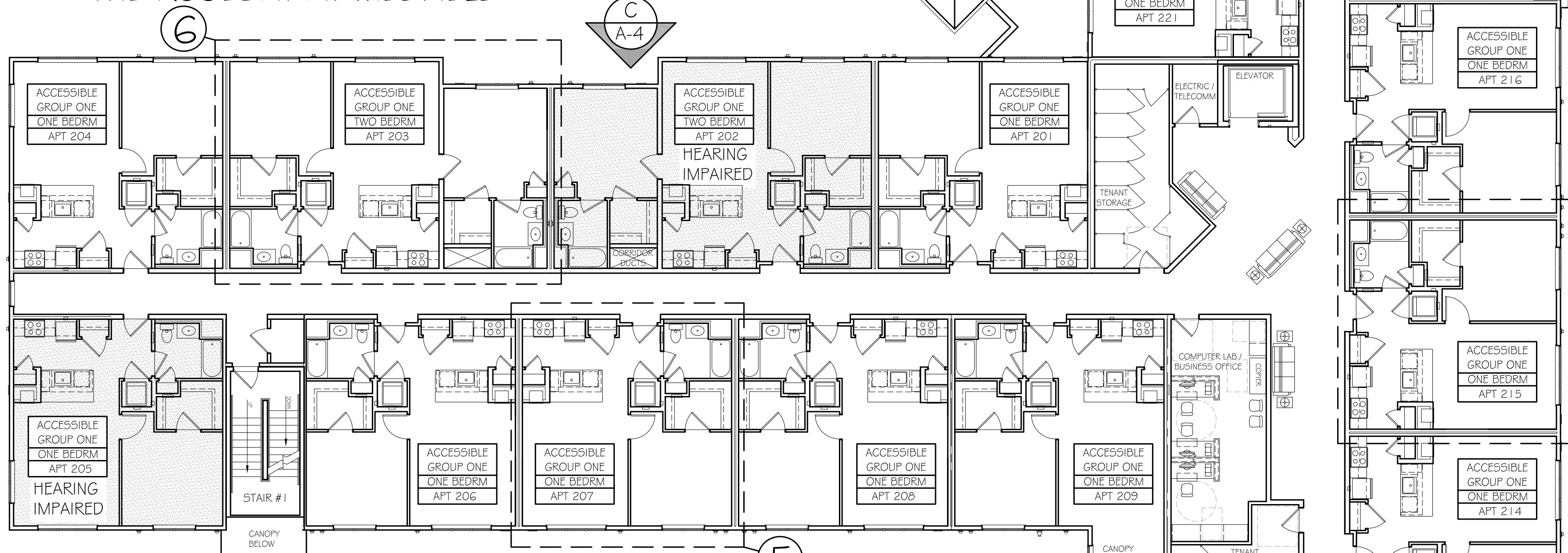
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- 30" x 48" CLEAR FLOOR SPACE FOR EITHER FORWARD OR PARALLEL APPROACH
- 60" x 60" OR 48" x 60" CLEAR FLOOR SPACE AT APPROACH TO INTERIOR DOORS

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 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	1	0	14
FLOOR TWO	16	0	1	1	0	1	19
FLOOR THREE	12	0	0	0	0	0	12
TOTALS	38	2	1	2	1	1	45 APTS.

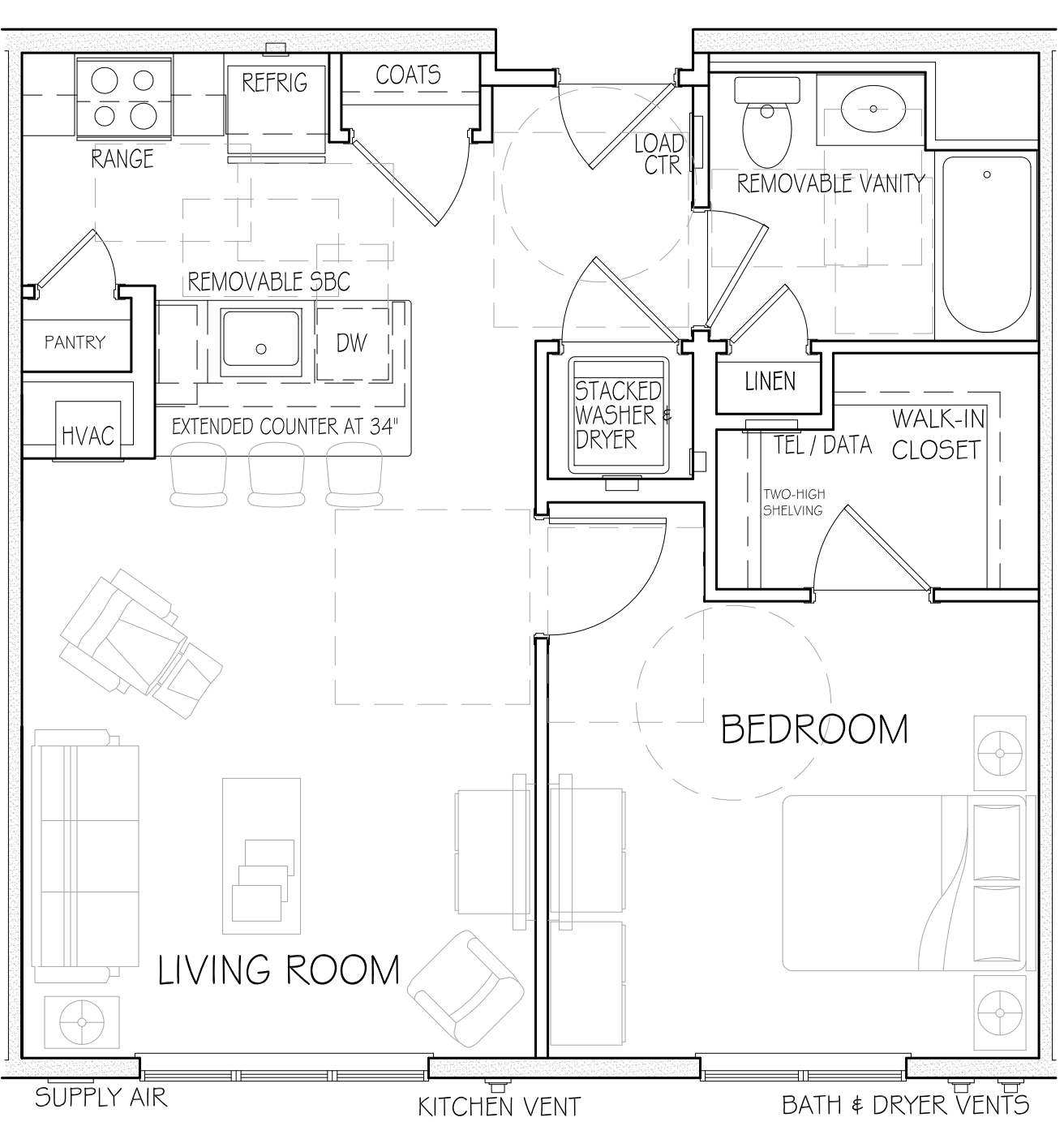
NOTE -- ALL AREAS AND DIMENSIONS ARE APPROXIMATE  
-- ALL APARTMENT AND BUILDING PLANS ARE PRELIMINARY  
-- PROPOSED CONSTRUCTION IS A WOOD FRAMED STRUCTURE WITH APARTMENT INTERIOR WALLS BEING NON-LOAD BEARING METAL STUD ASSEMBLIES  
-- SEE ELEVATIONS FOR EXTERIOR FINISHES



6 TYPICAL TWO BEDROOM GROUP ONE UNIT  
THE ROSEBAY AT MEDFIELD  
SCALE--1/4"=1'-0"

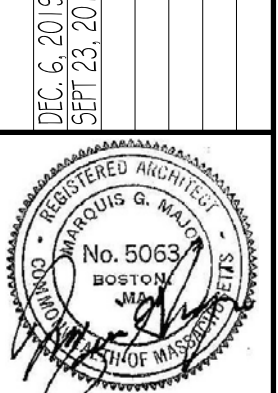


2 SECOND FLOOR PLAN  
THE ROSEBAY AT MEDFIELD  
SCALE--3/32"=1'-0"



5 TYPICAL ONE BEDROOM GROUP ONE UNIT  
THE ROSEBAY AT MEDFIELD  
SCALE--1/4"=1'-0"

Preliminary Design Plans and Drawings  
DEC. 6, 2019 : Issued for Comprehensive Permit  
SEP. 23, 2019 : Issued for Design Approval  
SEP. 23, 2019 : Issued for Const. Document Approval  
SEP. 23, 2019 : Issued for Building Permit  
SEP. 23, 2019 : Issued for Construction  
As-Built Documentation



Rosebay at Medfield Limited Partnership  
Owner--Applicant  
c/o NewGate Housing LLC, 61 Blueberry Lane Westwood, MA 02090  
V M Y Architects LLC ARCHITECTS/PLANNERS  
188 Needham Street, Suite 260, Newton, MA 02464  
(617) 597-1900 mark@vmyarchitects.com

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





SIMILAR APARTMENT LIVING ROOM



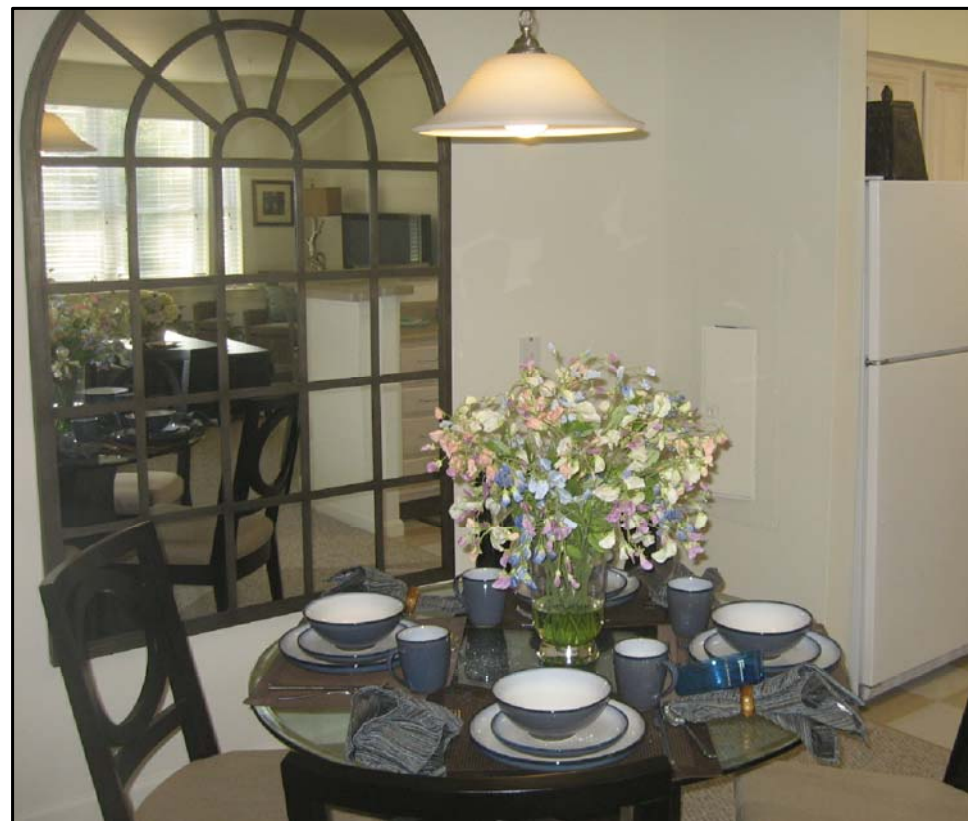
SIMILAR APARTMENT LIVING ROOM



SIMILAR APARTMENT OPEN KITCHEN



SIMILAR APARTMENT BEDROOM



SIMILAR APARTMENT DINING AREA



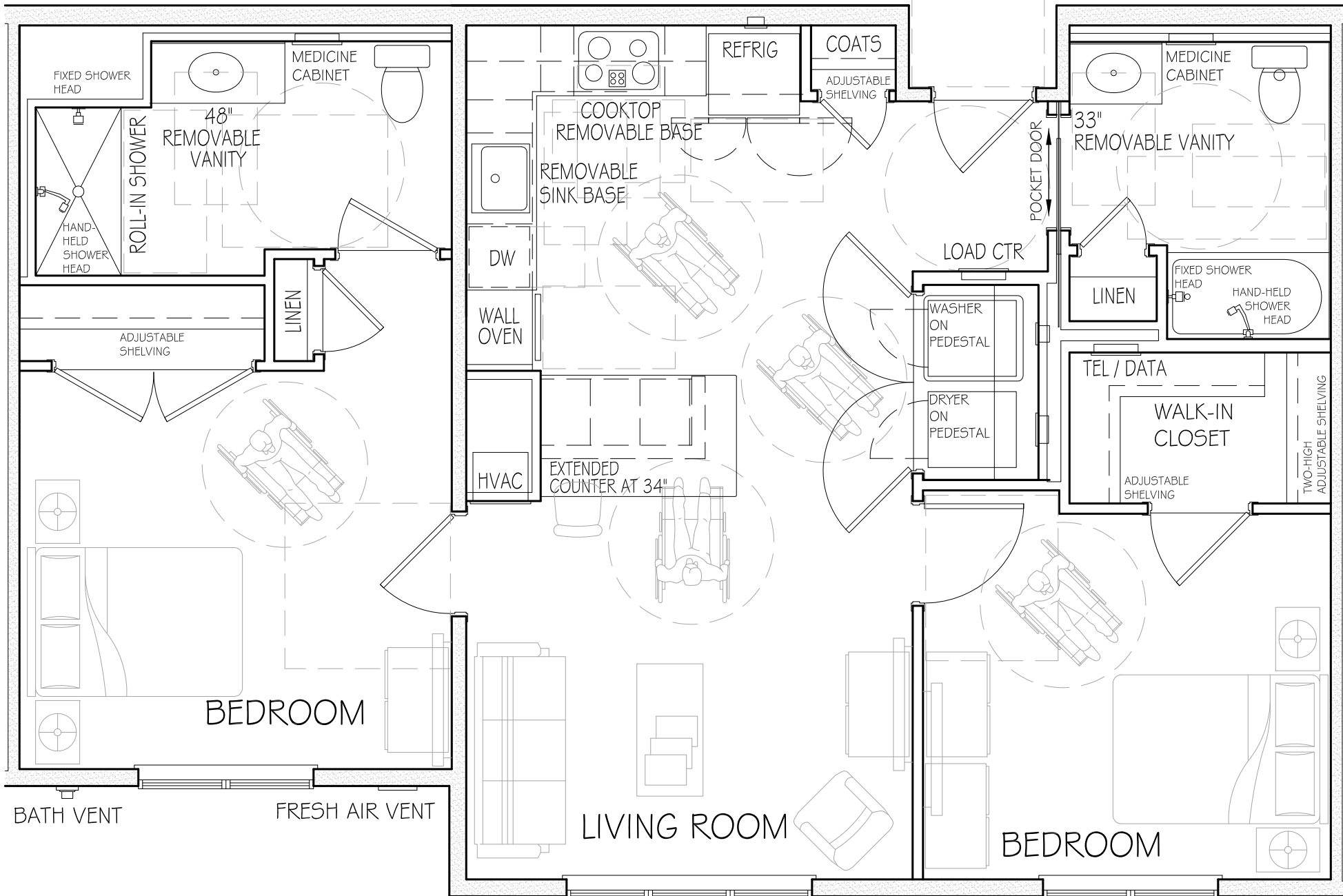
SIMILAR APARTMENT DINING AREA

ACCESSIBILITY SYMBOLS LEGEND

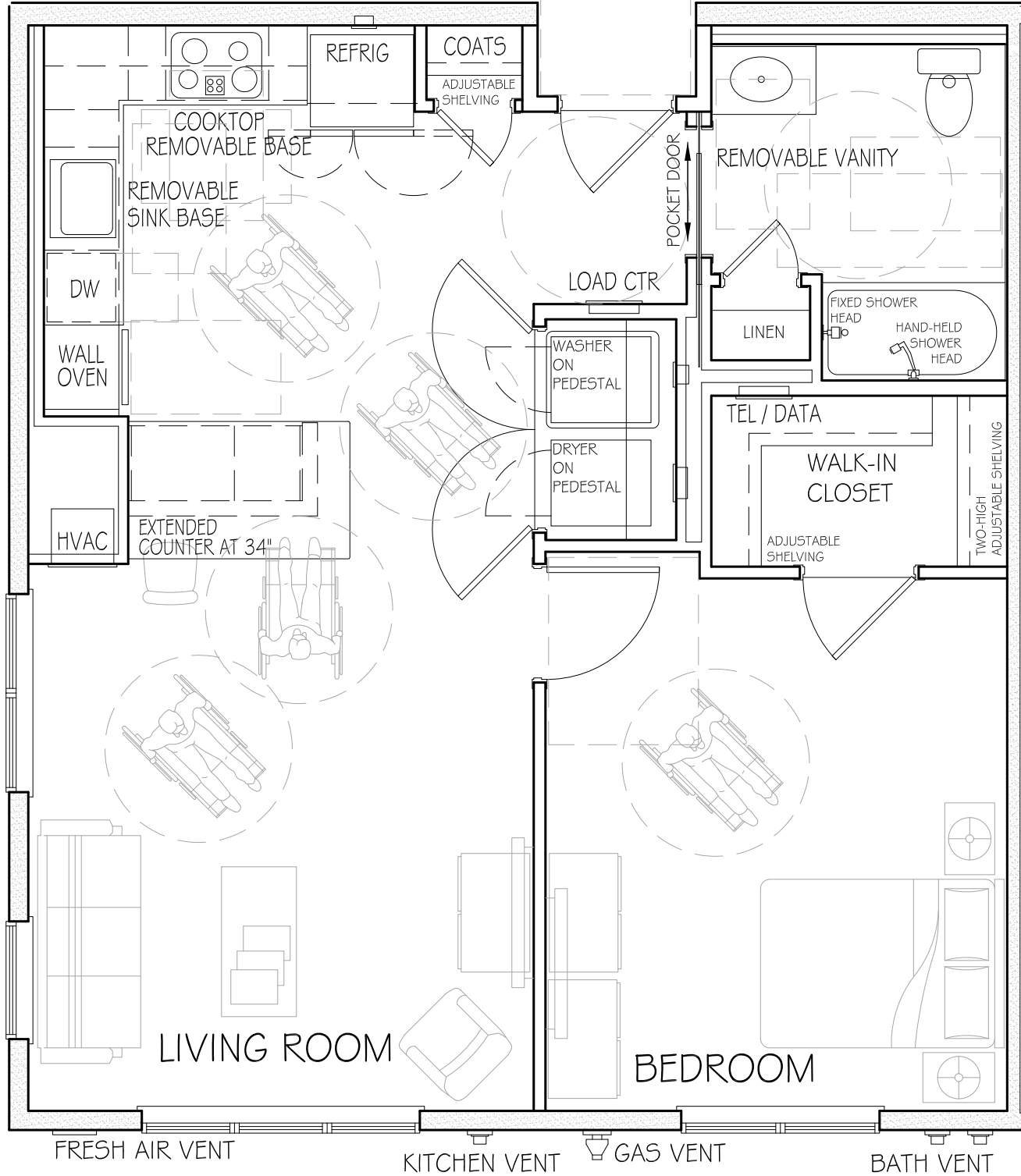
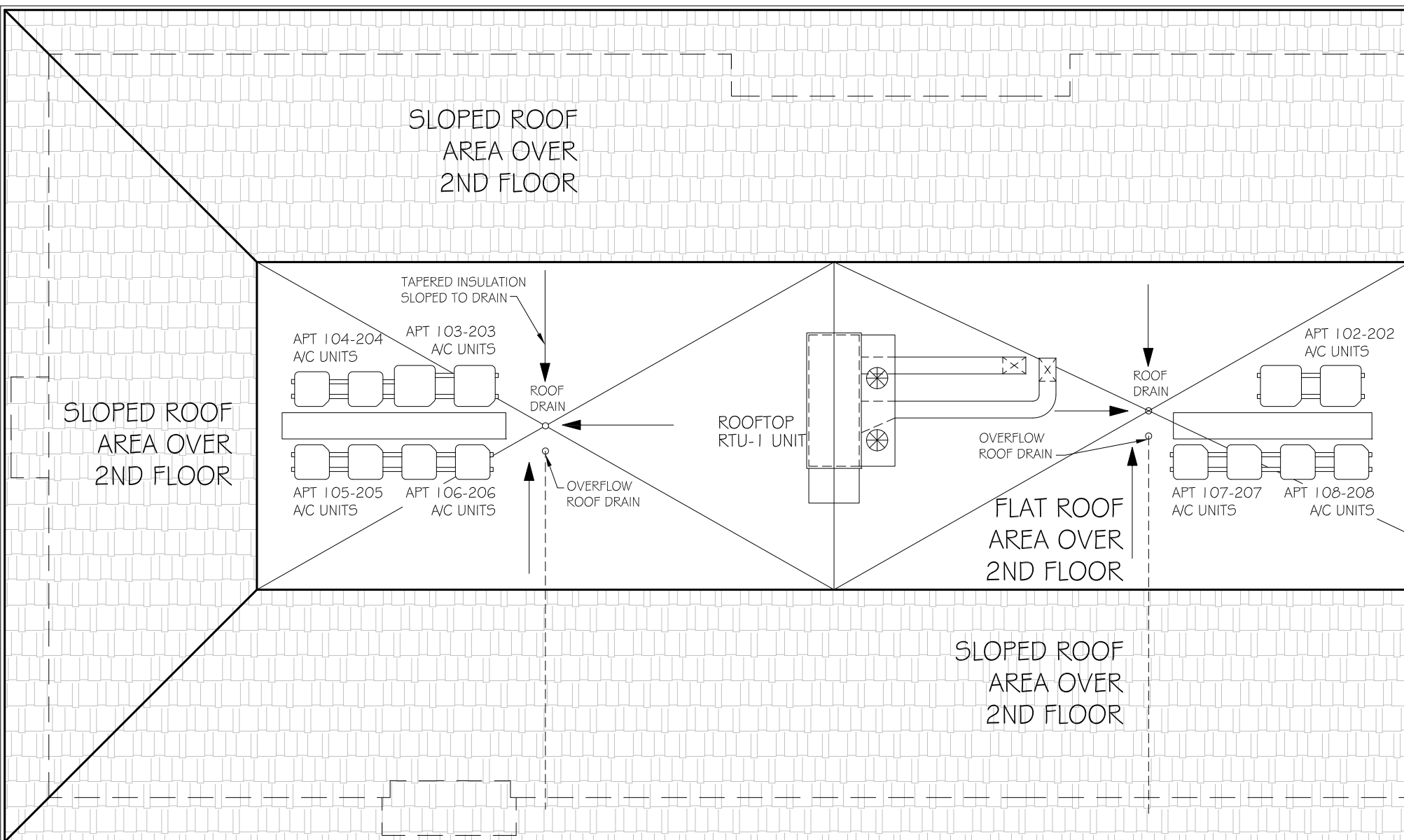
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APARTMENT COUNT--THE ROSEBAY AT MEDFIELD							
APT. TYPE	ONE BEDROOM		TWO BEDROOM		TOTALS		
	1 BR Group One	1 BR HDCP	2 BR HDCP	2 BR Group One	2 BR HDCP	2 BR Group One	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR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

NOTE -- ALL AREAS AND DIMENSIONS ARE APPROXIMATE  
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-- SEE ELEVATIONS FOR EXTERIOR FINISHES

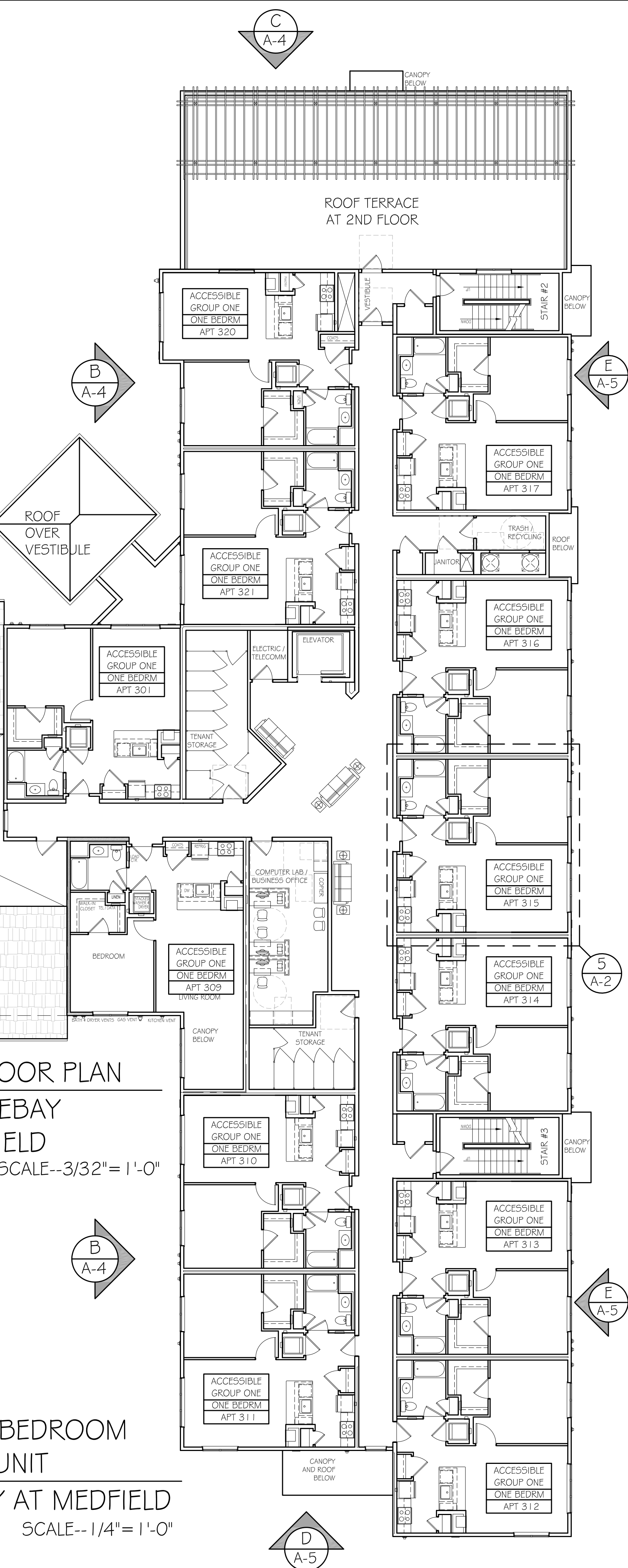


8 TYPICAL TWO BEDROOM GROUP TWO UNIT  
THE ROSEBAY AT MEDFIELD SCALE--1/4"= 1'-0"



3 THIRD FLOOR PLAN  
THE ROSEBAY AT MEDFIELD SCALE--3/32"= 1'-0"

7 TYPICAL ONE BEDROOM  
GROUP TWO UNIT  
THE ROSEBAY AT MEDFIELD SCALE--1/4"= 1'-0"







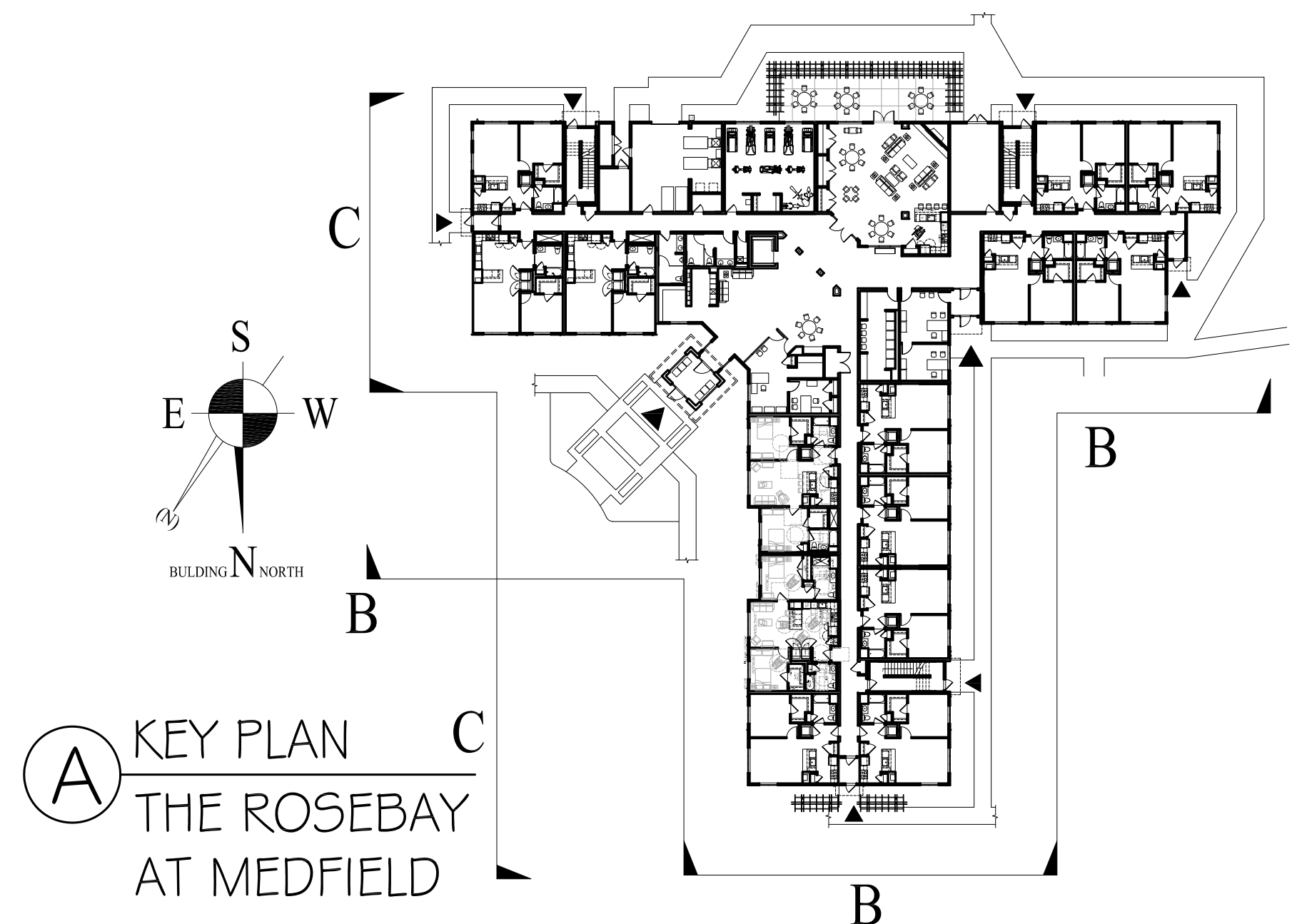
SIMILAR APARTMENT BUILDING  
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



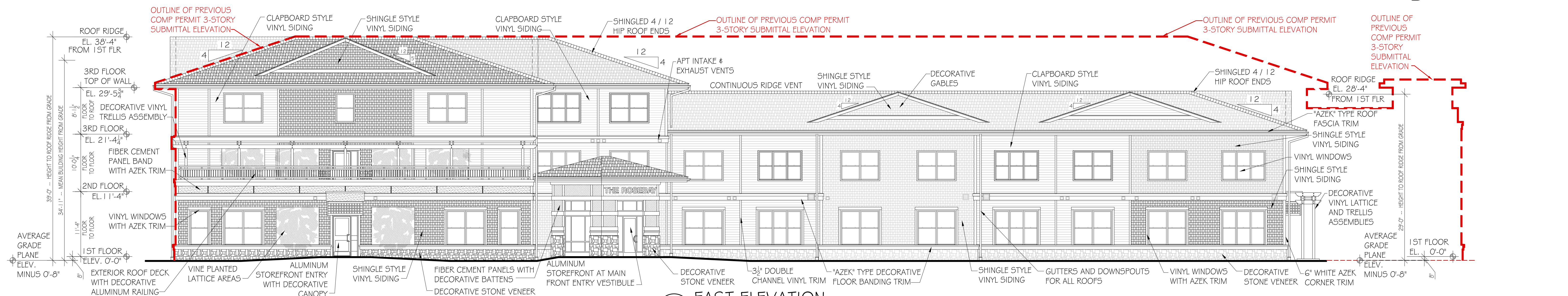
SIMILAR APARTMENT BUILDING DECORATIVE  
TRELLIS ASSEMBLY AT OUTDOOR PATIO AREA



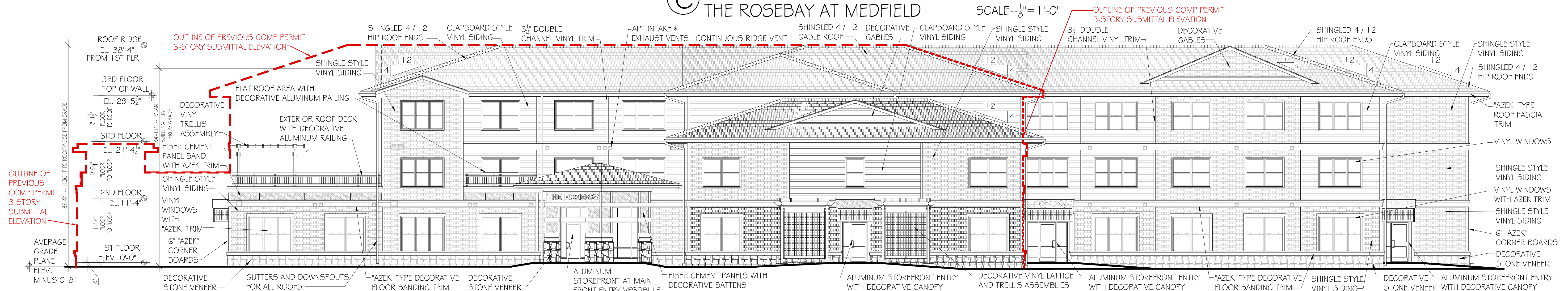
SIMILAR APARTMENT BUILDING ENTRY WITH  
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



KEY PLAN  
THE ROSEBAY  
AT MEDFIELD



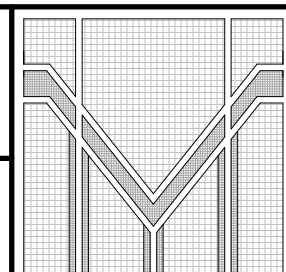
EAST ELEVATION  
THE ROSEBAY AT MEDFIELD



NORTH ELEVATION  
THE ROSEBAY AT MEDFIELD

**Rosebay at Medfield Limited Partnership**  
Owner--Applicant c/o NewGate Housing LLC, 61 Blueberry Lane West wood, MA 02090

**VMY Architects LLC** ARCHITECTS/PLANNERS  
188 Needham Street, Suite 260, Newton, MA 02464 (617) 597-1900 mark@vmymarchitects.com



: Issued for Tax Credit Application  
DEC. 6, 2019 : Issued for Comprehensive Permit  
SEPT. 23, 2019 : Issued for Design Approval  
: Issued for Const Document Approval  
: Issued for Building Permit  
: Issued for Construction  
: As-Built Documentation

**The Rosebay at Medfield**

30 Pound Street, Medfield, Massachusetts

FRONT (NORTH AND EAST) ELEVATIONS



Scale : As Noted  
Drawn : MMajor  
Chkd by : MGM  
Proj. No. : 1624

Dwg. No. :  
**A-4**





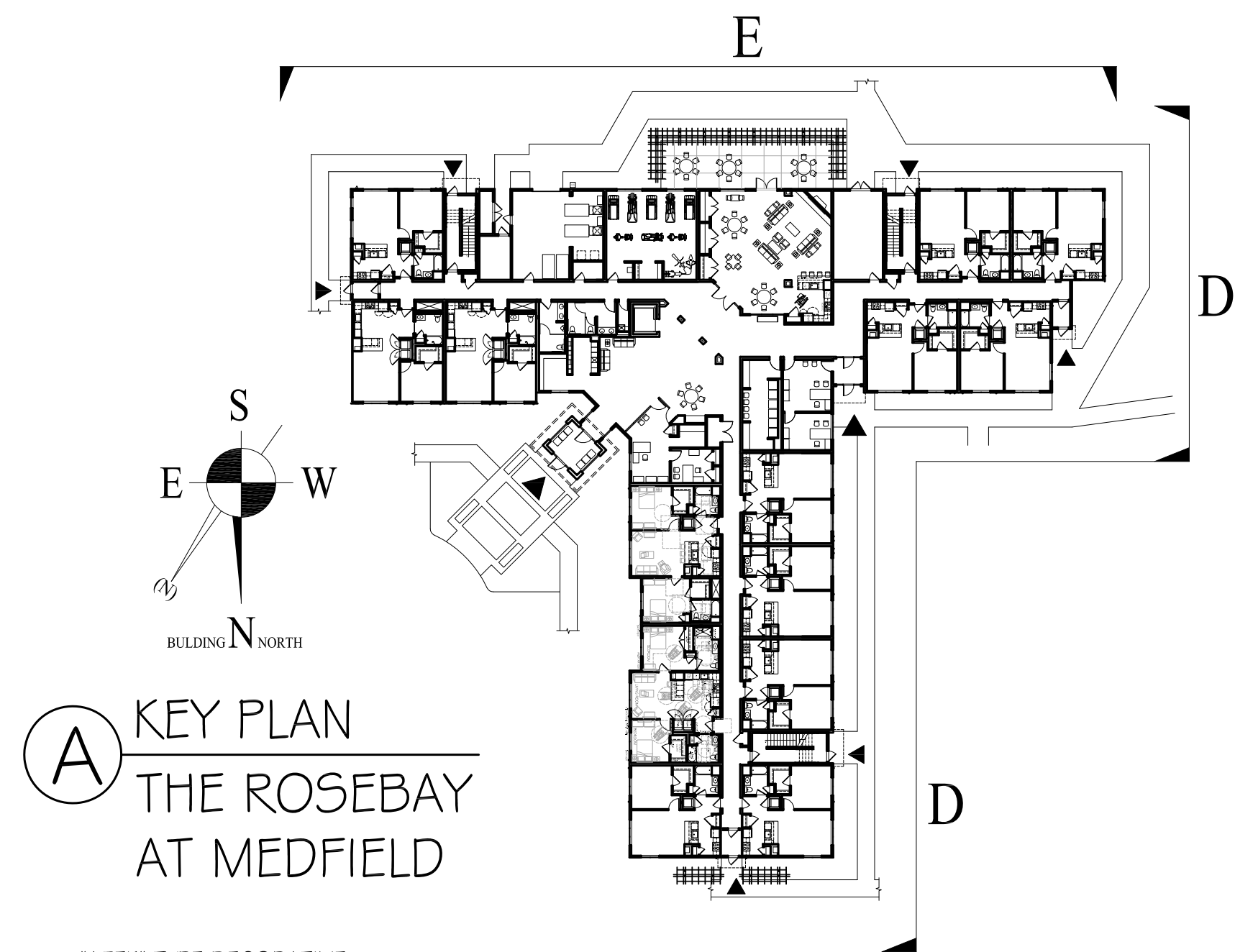
SIMILAR APARTMENT BUILDING  
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



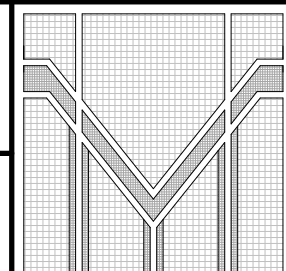
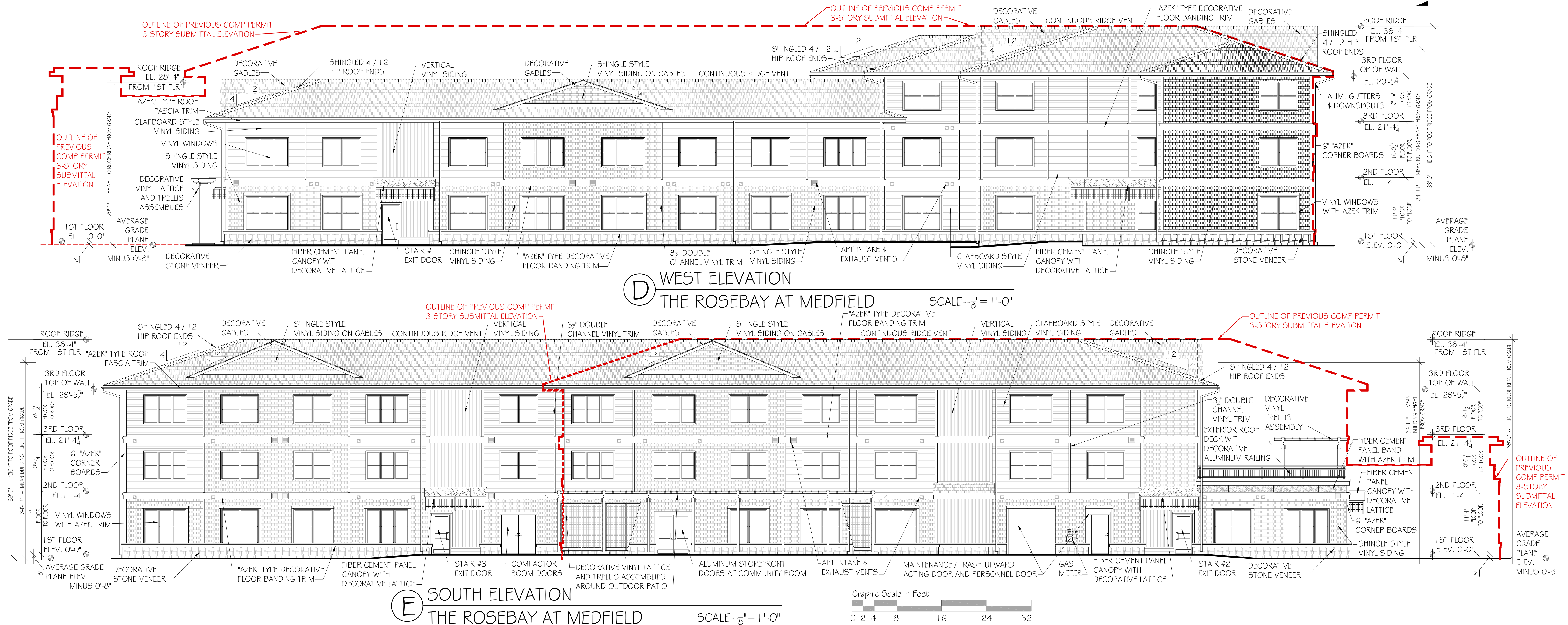
SIMILAR APARTMENT BUILDING DECORATIVE  
TRELLIS ASSEMBLY AT OUTDOOR PATIO AREA



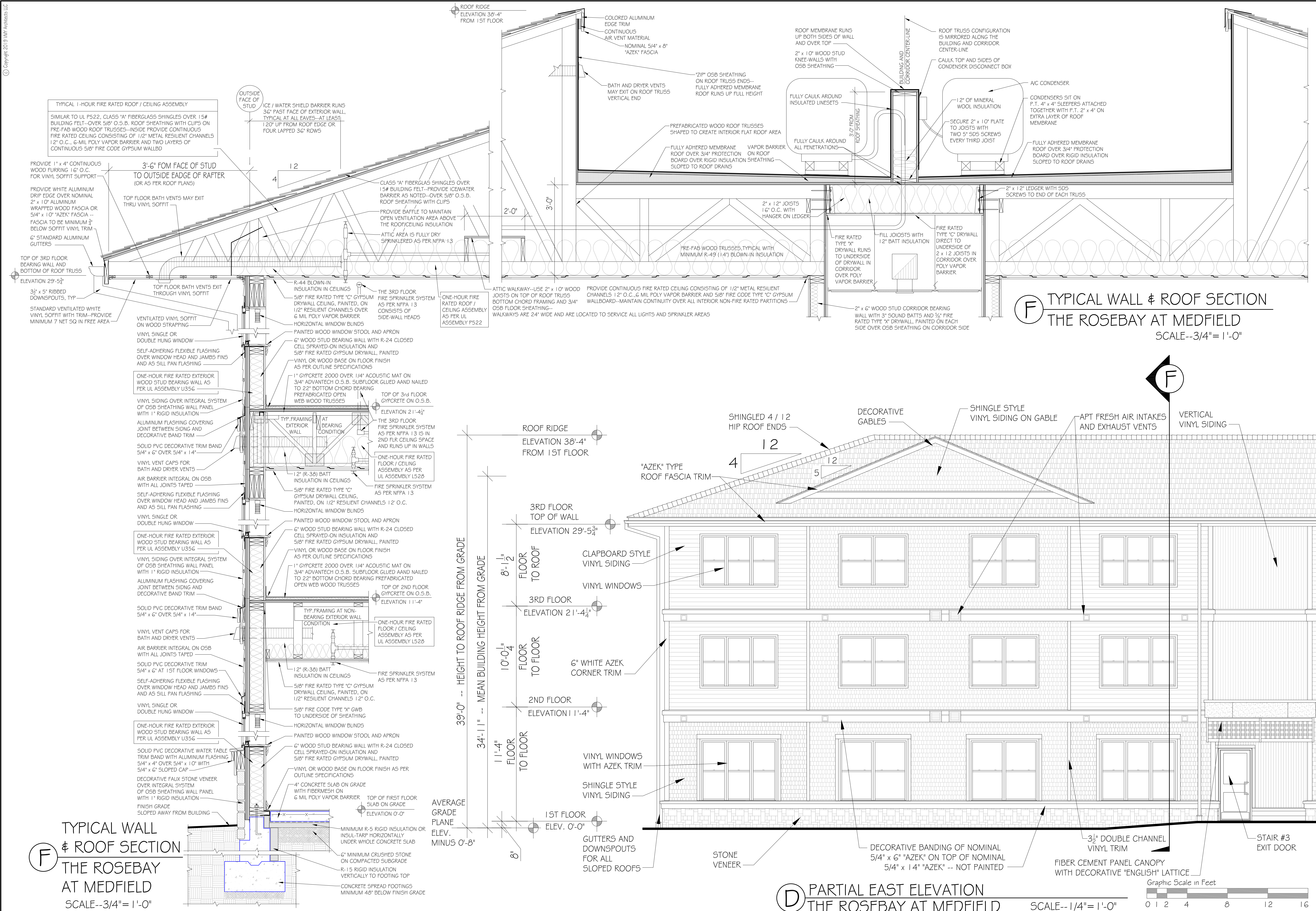
SIMILAR APARTMENT BUILDING ENTRY WITH  
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



KEY PLAN  
THE ROSEBAY  
AT MEDFIELD









Attachment 4

**LOCUS MAP**





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

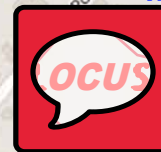
**United  
States  
Post Office**

**Medfield  
Town House  
(Town Hall)**

**Medfield  
Public  
Library**

**Medfield  
Housing  
Authority  
and Tilden  
Village**

**Medfield High School  
and Middle School Complex**



**LOCUS MAP**  
*The Rosebay at Medfield*

Attachment 5

**SITE CONTEXT PHOTOGRAPHS**





Proposed  
Development Site  
(Approx.)

**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.**





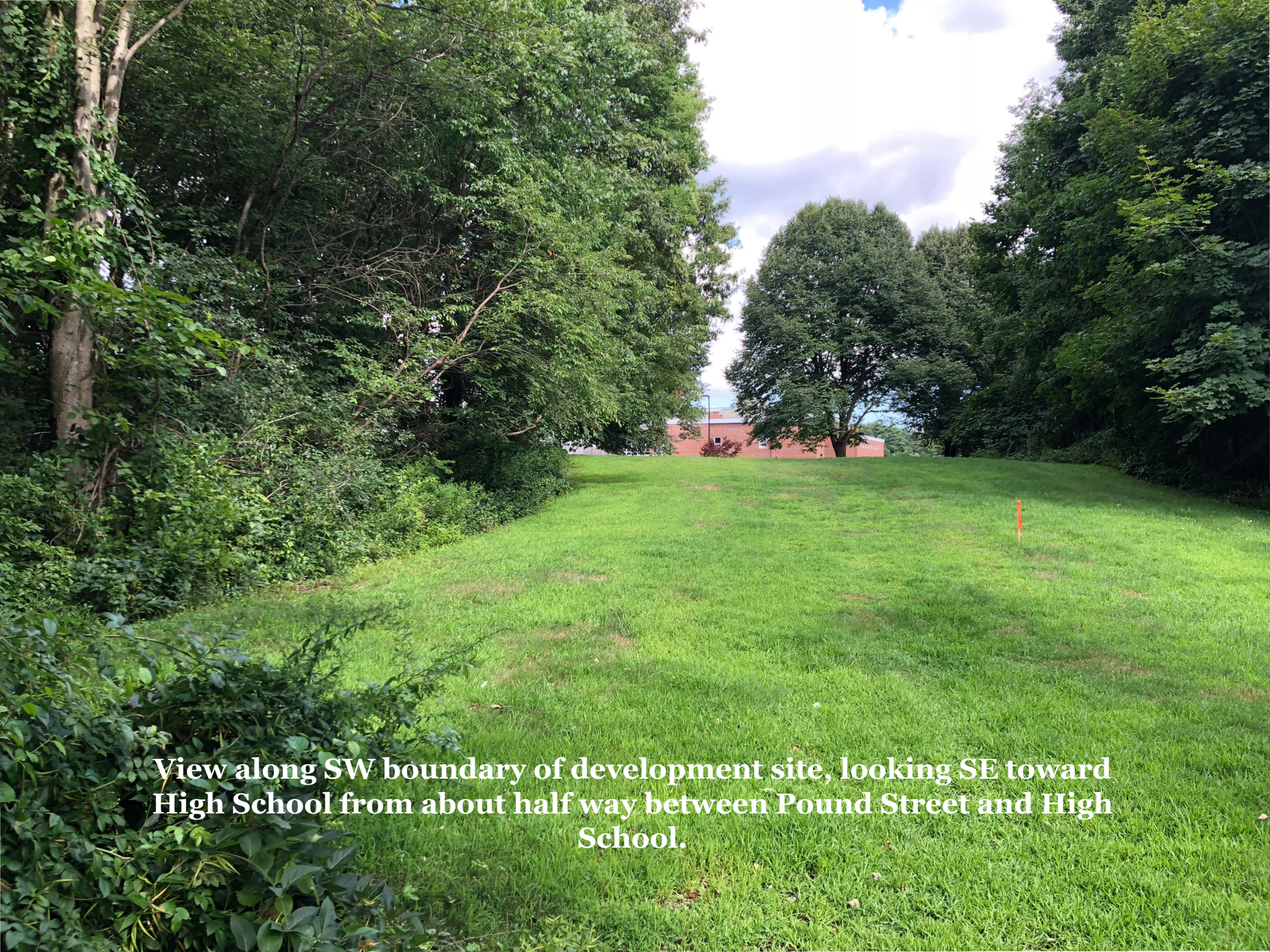
**View of front of development site along Pound Street, looking East  
from Pound Street.**



A photograph showing a view through a dense forest of green trees and foliage. A grassy path leads from the foreground into the distance, where a red building is visible through the trees. The scene is captured from a low angle, looking down the path. The text "View along SW boundary of development site, looking SE from Pound Street toward High School." is overlaid on the bottom of the image.

**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.**



A photograph of a dense forest. Several tall, dark tree trunks are visible, rising from a thick carpet of green undergrowth. The canopy is dense with green leaves, and some sunlight filters through. A fallen branch lies horizontally across the middle ground on the right side.

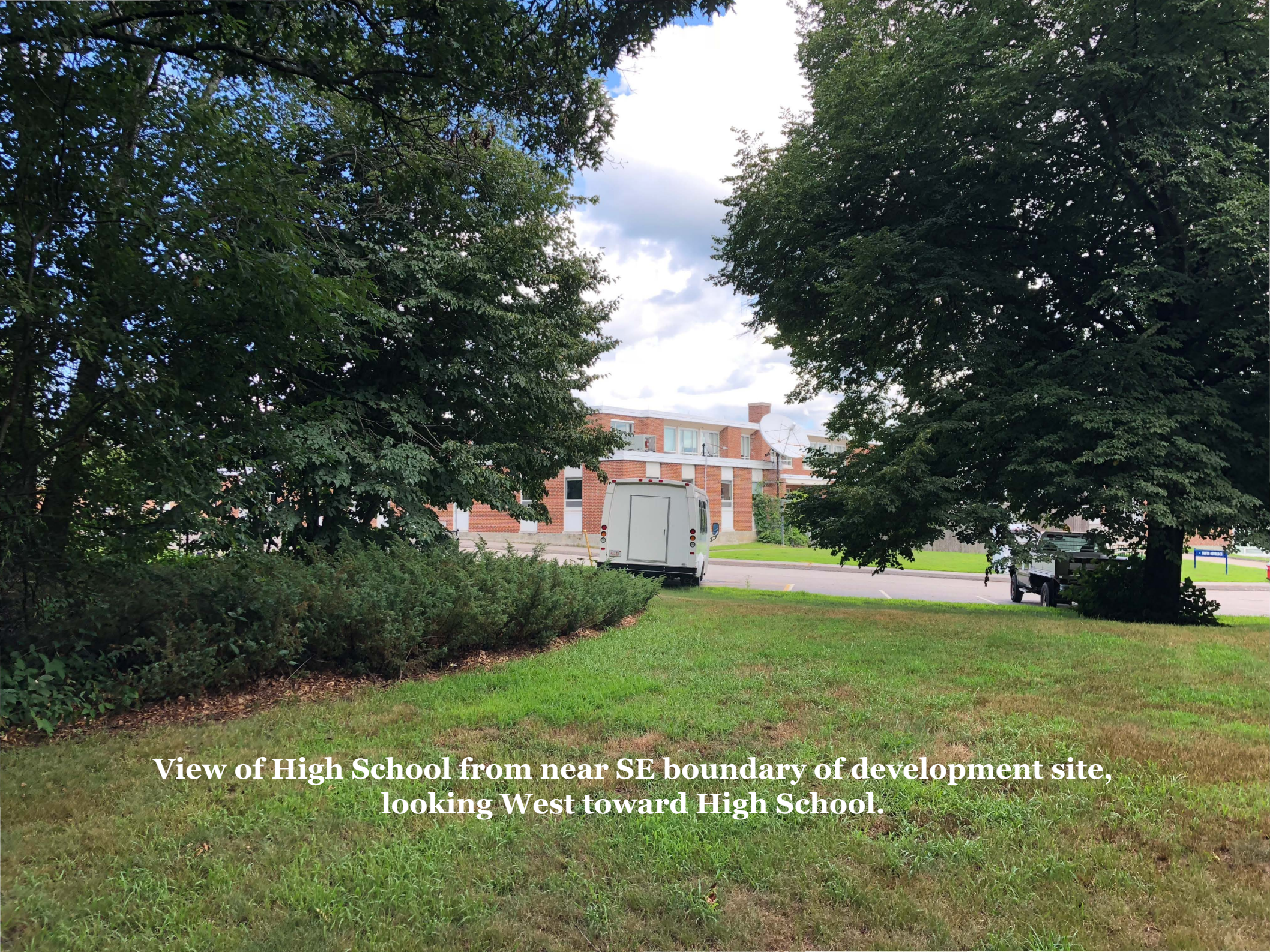
**View of development site interior, looking North from near SE  
boundary of development site about half way between Pound Street  
and the High School.**





**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 HDGP	1 BR HEARING IMPAIRED	2 BR Group One	2 BR HDGP	2 BR HEARING IMPAIRED	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	1	0	14
FLOOR TWO	16	0	1	1	0	1	19
FLOOR THREE	12	0	0	0	0	0	12
TOTALS	38	2	1	2	1	1	45 APTS
TOTAL GROUP TWO HP UNITS IS 3 WHICH EXCEEDS 5% ( $45 \times .05 = 2.25$ ) AS PER THE ARCHITECTURAL BARRIERS BOARD CODE TOTAL HEARING IMPAIRED UNITS IS 2 WHICH EXCEEDS 2% ( $45 \times .02 = 0.90$ ) AS PER THE ARCHITECTURAL BARRIERS BOARD CODE							

Note—"HDGP" 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](https://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)**

<b>Section</b>	<b>Local Standard</b>	<b>Requested Waiver</b>
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 <a href="http://ecode360.com">ecode360.com</a>.</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 <a href="http://ecode360.com">ecode360.com</a>.</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.	<p>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.</p> <p>In addition, the Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.</p>
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

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

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:

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**

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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]



# PLAN REFERENCES

1. PLAN BOOK 247 NO. 926 OF 1974

# DEED REFERENCES

1. BOOK 5087 PAGE 249

# GENERAL NOTES

1. "ZONING LOT AREA" REFERENCES THE MEDFIELD ZONING BYLAWS DEFINITION OF "MINIMUM LOT AREA" PER THE FIRST ASTERISK FOOTNOTE OF THE TABLE IN SECTION 6.2, AND EXCLUDES WETLANDS, FLOOD PLAIN DISTRICT, WATERSHED PROTECTION DISTRICT, AND STORMWATER DETENTION AND RETENTION BASINS IN ACCORDANCE WITH THE BYLAW.

**OWNER**  
MEDFIELD HOUSING AUTHORITY  
30 POUND STREET  
MEDFIELD, MA 02052

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

**ASSESSORS**  
MAP 43, PARCEL 77

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

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I CERTIFY THAT THIS SURVEY AND PLAN CONFORM TO THE ETHICAL, PROCEDURAL AND TECHNICAL STANDARDS OF THE COMMONWEALTH OF MASSACHUSETTS.

REGISTERED LAND SURVEYOR DATE

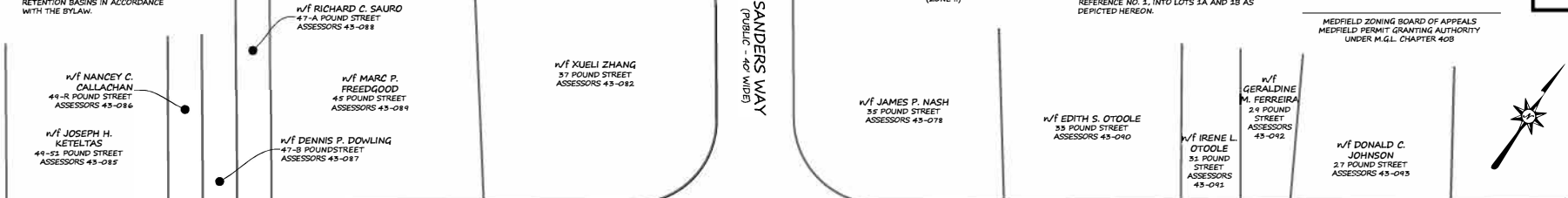
BEING A SUBDIVISION OF LOT 1 AS SHOWN ON PLAN REFERENCE NO. 3, INTO LOTS 1A AND 1B AS DEPICTED HEREON.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED:  
DATE:

JOHNSON

MEDFIELD ZONING BOARD OF APPEALS  
MEDFIELD PERMIT GRANTING AUTHORITY  
UNDER M.G.L. CHAPTER 40B

FOR REGISTRY USE



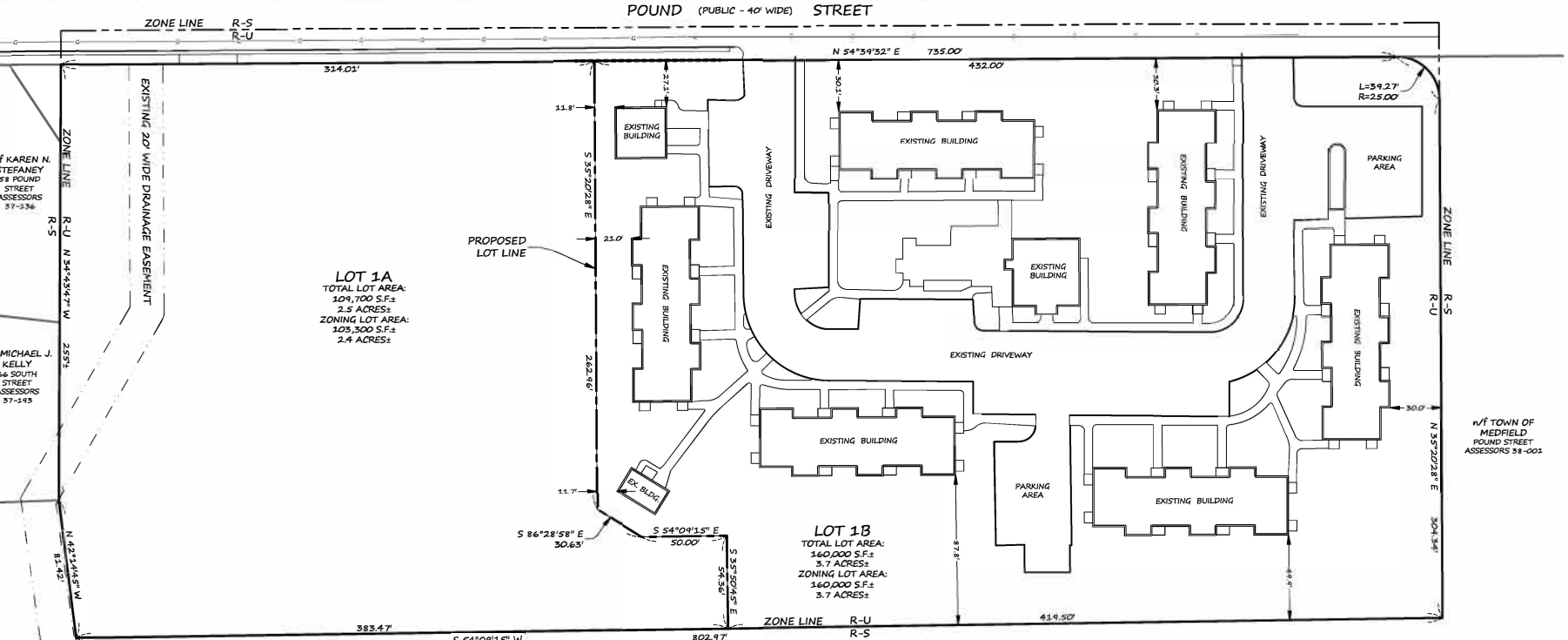
PLAN SCALE: 1"=30'



REVISION	DATE	BY
1	12/17/2018	PLM
2	01/24/2019	PLM
3	02/14/2019	PLM
4	02/27/2019	PLM
5	03/05/2019	PLM
6	03/05/2019	PLM
7	03/05/2019	PLM
8	03/05/2019	PLM
9	03/05/2019	PLM
10	03/05/2019	PLM
11	03/05/2019	PLM
12	03/05/2019	PLM
13	03/05/2019	PLM
14	03/05/2019	PLM
15	03/05/2019	PLM
16	03/05/2019	PLM
17	03/05/2019	PLM
18	03/05/2019	PLM
19	03/05/2019	PLM
20	03/05/2019	PLM

PLAN DATE: DECEMBER 17, 2018

THE ROSEBAY AT MEDFIELD  
PROSPECTIVE A.N.R.  
PRELIMINARY SITE PLAN  
OF LAND IN  
MEDFIELD, MA



w/t TOWN OF  
MEDFIELD  
POUND STREET  
ASSESSORS 58-001

w/t TOWN OF  
MEDFIELD  
POUND STREET  
ASSESSORS 34-001

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



**LEGACY**  
ENGINEERING

C-7

0127-01