May 9, 2017 Medway Planning and Economic Development Board 155 Village Street Medway, MA 02053

Members	Andy	Bob	Tom	Matt	Rich
	Rodenhiser	Tucker	Gay	Hayes	Di Iulio
Attendance	X	X	Absent with Notice	X	X

ALSO PRESENT:

Susy Affleck-Childs, Planning and Economic Development Coordinator Gino Carlucci, PGC Associates Steve Bouley, Tetra Tech

The Chairman opened the meeting at 7:01pm.

The Chairman asked for any Citizen Comments.

CITIZEN COMMENTS

Resident, Wayne Brundage, 268 Village Street:

Mr. Brundage questioned the footprint on the building plans for the duplex at Village Estates which is next door to his property. He believes it is not the same as what was shown on the approved subdivision plan. Susy Affleck-Childs responded that the Town has not issued a building permit. It was recommended that the resident keep in touch with the Building Department. He was made aware that the Zoning Board of Appeals issued the special permit authorizing construction of a two family dwelling. He also expressed concern about the location of the sewer line to the duplex. The plan shows one location but he has heard that it will be moved closer to his property and is concerned that it would damage the trees he has along the western edge of his land. The sewer line can be clarified with DPS and if there is a change from the definitive plan, this would need a modification. Engineering consultant Steve Bouley will follow-up with DPS on the status of the location of the planned sewer line.

Appointments - Open Space and Recreation Plan Task Force:

The Board is in receipt of the following document: (See Attached)

• Memo from Susy Affleck-Childs dated May 3, 2017 regarding recommended appointees.

On a motion made by Matt Hayes and seconded by Rich Di Iulio, the Board voted unanimously to appoint the following to the Open Space and Recreation Plan Update Task Force:

- Denise Legee, Open Space Committee
- David Blackwell, Conservation Commission
- Paul Atwood, citizen at large
- Richard Eustis, School Committee

PEDB Meeting Minutes - April 25, 2017:

On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to approve the minutes from the April 25, 2017 meeting.

Informal Pre-Application Discussion – Multifamily Housing/181 Main Street:

The Board is in receipt of the following documents (See Attached)

- Concept plan dated April 23, 2017.
- Announcement of the May 17, 2017 Demolition Delay public hearing with the Medway Historical Commission

The subject property is 1.88 acres and is presently owned by Ivan Szilassy.

Greg Coras was present to discuss his proposal. Mr. Coras is the prospective developer. The property is located in the Village Residential district and also in the Multifamily Overlay District. Mr. Coras is looking for a total of 20 units but could seek as many as 30 based on the regulations. The applicant is exploring several alternatives regarding the house on the premises. The applicant will need to go to Historical Commission if he plans to demolish the existing house on the property. The Commission can impose a 9 month demolition delay. There is enough parking and the project does meet the setback requirements. The site will have 60% open space. The applicant has hired an architect. It was recommended that the applicant attend a meeting with the Design Review Committee. There will need to be review of the landscape plan and buffer. These units will be three bedroom units. The price point would be high \$300,000s.

The Board is in agreement that the density of this site appears to be an issue.

Resident, Doug Heely, 8 Mann Street:

Mr. Heely indicated that density is an issue with this site. He is also concerned about the traffic from the Rt. 109 project. There is also an issue with stormwater. His property is lower than the ground table. The applicant needs to meet the special permit performance standards.

Resident, Doug Havens, 5 Mann Street:

Mr. Havens asked that the record show he is present at the meeting as a private citizen and not in his capacity as the Town's Community Housing Coordinator.

Resident Steven Houde, 184 Main Street:

Mr. Houde asked if a traffic impact study will be required. He noted that the sight lines for traffic pulling in and out will need to be reviewed. He also wanted to know if the data from the Rt. 109 traffic study will be used.

Consultant Carlucci noted that the Board can request an applicant to prepare a traffic impact study but the proposed size of the development may not meet the threshold for requiring one.

Resident, John Maloney, 31 Lincoln Street:

Mr. Maloney wanted to know what the density ratio of units is per acre. He was also hoping that there will be a softening in the look from Main Street to Lincoln Street.

Resident, 22 Wellington Street:

This resident wanted to know the possible timeline for this project since there will be more cut through traffic and disruptions.

The resident was informed that it is dependent on when the application is filed.

Resident Steve Wettengel, 182 Main Street:

Mr. Wettengel is concerned about the impact of additional 40 vehicles on Main Street and the lighting. He stated that this project is shameful and his quality of life will be impacted by this monstrosity.

Another resident was concerned about the parking.

Resident Donald Filser 33 Lincoln St:

Mr. Filser was concerned about the stormwater since he currently gets water in his basement.

Consideration of an ANR Plan - 39 Main Street:

The Board is in receipt of the following documents (See Attached)

- ANR application for 39 Main Street.
- ANR Plan for 39 Main St., dated May 1, 2017 prepared by Colonial Engineering.
- Review letter dated May 4, 2017 from Gino Carlucci, PGC Associates.

Dan Merrikin was present and explained the ANR plan. It will entail splitting the property into 2 house lots and one remaining parcel all with Main Street frontage. The remaining parcel is the site for a forthcoming subdivision application. He noted that the plan had been revised based on Mr. Carlucci's review comments. That plan is dated is dated May 4, 2017.

On a motion made by Bob Tucker and seconded by Rich Di Iulio, the Board voted unanimously to endorse the revised plan for 39 Main Street dated May 4, 2017.

Preliminary Subdivision Plan - Town Line Estates - 22 Populatic Street:

The Board is in receipt of the following documents (See Attached)

- Public Briefing notification to abutters
- Preliminary subdivision plan application
- Preliminary subdivision plan dated April 18, 2017 by L.A.L. Engineering.
- Development Impact Report dated April 17, 2017
- 2/7/2017 email memo from Gino Carlucci.

Engineer Jeffrey Kane from L.A.L Engineering provided an overview. This is an application for Robert and Lisa Lapinsky. The property is owned by Robert, Ronald and Richard Wasnewski. The applicant wants to provide a lot to his daughter. The plan shows the division of the subject property into two residential lots, one with frontage on Populatic Street, and the construction of an approximately 240' long, 18' wide permanent private roadway to create legal frontage for a back lot. The property is located in the Groundwater Protection District. Consultant Carlucci indicated that based on past practices and the intent of the Groundwater Protection District bylaw, the right-of-way would not be subject to a special permit to exceed 15% maximum impervious surface. The applicant has submitted a waiver list. It was

recommended that the future definitive plan include a no cut buffer zone on the perimeter of the property. There was a recommendation to pull the easement off of the lot line. The new house will be on septic and will have a pump station to existing manhole of Populatic Street. The applicant will need to get written documentation from the DPS and Fire Chief. The applicant was made aware that there is a Street Naming Committee and they will need to go through that process.

Mr. Stephen Freddo, 15 Walker Street:

This resident presented a letter dated May 9, 2017which was signed by six residents on Walker Street. The letter highlighted their concerns. (See Attached)

Mr. Dubois, 11 Walker Street:

Mr. Dubois asked about the timeframe of this project.

The applicant responded that it depends on the length of the hearing process but they would like to begin in the fall 2017.

Resident, Mr. Brady, 18 Populatic Street:

This resident is concerned about the water table since he currently gets water in his basement. The plan shows a close proximity to his leeching field. This needs to be reviewed.

There was a recommendation to check with the Board of Health to see if there will need to be a Waiver.

Informal, Pre-Application Discussion - Site Plan 17 Trotter Drive

The Board is in receipt of the following documents (See Attached)

• Concept plan dated May 1, 2017 by Meridian Associates.

Meghan O'Brien, the owner of O'Brien and Sons was present along with Scott Richardson, architect. It was explained that this company has been located in Medfield for many years and is looking to relocate the business to 17 Trotter Drive. They are purchasing a 1+ acre parcel that was recently created through the ANR of the Tony Mele property on Trotter Drive and Adler Street. They intend to construct a 10,531 sq. ft. office/warehouse building. There will be 17 employees. They plan for 19 parking spaces and will ask for a waiver from the 23 spaces required. The average deliveries will be once a week. The applicant was made aware that there are restrictions on truck usage of Alder Street east of Trotter Drive. The loading area needs to be reworked. The applicant indicated that there will be no outdoor displays of playground equipment. This is a 43D site which means they are allowed to take advantage of the expediting permitting.

Glen Brook Way: 40 B Comprehensive Permit Application:

The Board is in receipt of the following documents (See Attached)

- 4-28-17 notification from the ZBA of the 40 B application with a request for comments
- Comprehensive Permit application for the construction of 48 affordable rental apartments.

Susy will begin to prepare comments relating to the Glen Brook Way for the Board's review and discussion. The ZBA has asked for comments by May 15, 2017.

Public Hearing Continuation - Pine Ridge/Candlewood Bonds

The Board is in receipt of the following documents (See Attached)

- Public Hearing continuation notice dated April 12, 2017.
- Collection emails (Susy Affleck-Childs, Dave D'Amico and Jack Turner) from April 10 to May 3, 2017.
- Email and memo/punch list from Paul Yorkis dated April 10, 2017.
- Tetra Tech memo/punch list for Pine Ridge. Candlewood, and the emergency access way dated April 22, 2016, updated December 8, 2016.
- DPS punch list for Candlewood Drive and Island Road street acceptance dated July 7, 2016.
- Tetra Tech bond estimates for Pine Ridge OSRD only dated December 8, 2016 \$17,380.
- Tetra Tech bond estimate for emergency access way dated December 8, 2016 \$46,162.
- Tetra Tech bond estimate for Candlewood Drive and Island Road improvements (minutes the cost of emergency access) dated December 8, 2016 \$56,430.
- SAC memo date May 5, 2017 to Paul Yorkis
- SAC notes dated May 5, 2017 status on bund funds and estimates

The purpose of the hearing is to hear testimony to determine whether the developer of the Pine Ridge development and the owner of Candlewood Drive and Island Road is in default. The Board needs to determine whether it should take the sureties for the Pine Ridge OSRD and the adjacent Candlewood subdivision.

Attorney Bill Sack was present representing developer John Claffey/Pine Ridge LLC. He indicated that they are willing to perform the work in the Candlewood Drive and Island Road subdivisions from the DPS punch list which would include the creak sealing and cleaning of the basin along with other items.

The cost to complete the DPS punch list for Candlewood Road and Island Drive except for crack sealing, milling and overlay was estimated at \$8,200 by the developer. The developer's estimate for crack sealing and milling and overlay for Candlewood Drive and Island Road was \$14,975. The removal and disposal of brush and grass clippings based on the Conservation Commission enforcement order is \$9,000 according to the developer.

Entered into the record was an email from Town Administrator Michael Boynton dated May 5, 2017 in regards to the purchasing of a 2016 F-250 utility truck. (**See Attached**) This vehicle would be in lieu of constructing the emergency access way between Island Road and Candlewood Drive. The estimated cost for this is \$48,000.

Susy Affleck-Childs indicted that the DPS punch list does not include 276 linear feet of sidewalk replacement on Candlewood Drive or the signage as specified in the Pine Ridge plan. The Tetra Tech bond estimate for the sidewalk work is \$8,000.00. Tetra Tech's estimated signage cost is \$800.00.

Mr. Yorkis did not want to speak on behalf of the DPS but it was his impression that with the

noted work completed, he understood DPS would recommend Candlewood Drive and Island Road for street acceptance. The remaining work would be paid out of the bond money.

There was a question about the trail on the Pine Ridge open space parcel. The estimate for the trail and other items on Tetra Tech's Pine Ridge punch list (12-8-16) is \$17,380.00.

Chairman Rodenhiser stated he does not think the Town is getting a fair deal.

Member Tucker explained that there is not enough information for the Board to make a valid decision and he recommends that there be a document created to show the proposal addressing the various issues. He would like to see one total value of work to be completed and then the proposal to make comparisons. The proposal should include documentation from DPS and the Fire Department to get their position on the variety of issues.

Chairman Rodenhiser communicated that what is being presented is not workable. He represents the residents of the Town of Medway and wants this to be made right. It is the responsibility and obligation of the developer to do so. He also wants this to go through Town Counsel when they submit the documents described by Member Tucker.

Susy Affleck-Childs distributed a chart comparing what the developer has indicating he is willing to do against what the Pine Ridge plan and decision prescribe. (See Attached).

Susy Affleck-Childs noted that there are no funds remaining in the Pine Ridge construction account for Tetra Tech to undertake an inspection and create an updated punch list for Pine Ridge. The work previously noted in the Tetra Tech punch list for Pine Ridge was \$17,380.00. The developer has not indicated that they have any intention of completing this work.

Attorney Sack indicated that the bond limit is the legal obligation of this client. Pine Ridge LLC does not have any other assets except the bond. It was indicated that there are no additional funds available.

Chairman Rodenhiser asked who will be paying the attorney's fees if there are no additional resources for Pine Ridge LLC?

The funds remaining in the two bond accounts totals \$79,067.97. The developer's cost estimates including the truck totals \$80,175.

Comments:

Resident, Tom Anderson, 16 Candlewood:

Mr. Anderson stated that this proposal for a truck in lieu of constructing the emergency access way between Island Road and Candlewood Drive would benefit the Fire Department and but would not benefit the residents in a crisis. There are other items which could be addressed and fixed without buying a truck. He also questions how long the utility vehicle would last, and then what happens? Who is responsible then?

The Chairman indicated that the Town Administrator did the research on the truck and felt it was part of a possible mitigation measure. But the punch list of the other items still needs to be completed.

Resident, Petra Fallon, 13 Candlewood:

This resident wants something in writing from the Fire Department that this truck is able to access the houses.

Resident, Sat Bir & Siri Krishna Khalsa, 12 Candlewood:

This resident does not think mitigation should include the purchasing of a truck. The residents of Candlewood and Pine Ridge should have the same emergency access as all the other streets in Medway.

It was recommended that the Counsel for Candlewood and Pine Ridge put together a proposal to be supplied to our Town Counsel and the Board for review.

On the motion made by Matt Hayes and seconded by Bob Tucker, the Board voted unanimously to continue the hearing until June 13, 2017 at 7:15.

Construction Reports from Tetra Tech: (See Attached)

- Village Estates/Bedalia Lane- 5/2/17
- 2 Marc Road Report #17 4/12/17
- 2 Marc Road Report #18 4/12/17
- 2 Marc Road Report #19 4/12/17
- 2 Marc Road Report #20 5/2/17
- 2 Marc Road Report #21 5/4/17
- The Haven Report #1 3/22/17
- The Haven Report #2 5/2/17
- Cumberland Farms Landscape Inspection Report 5/8/17

Village Estates:

Tetra Tech Consultant Steve Bouley informed the Board that he met with abutter Wayne Brundage on site on May 2, 2017. There was discussion about the historical grades on the Village Estates property. It was recommended that Mr. Santoro prevent run off from entering Mr. Brundage's property until the proposed grading has been completed. There will need to be a mitigation plan to ensure all run off is maintained on site prior to final grading. The changes will need to be put on the as-built plan. The applicant is going to have to add funds to the construction account to cover the cost of Tetra Tech's services which would include review of mitigation, as-built plan and roof drainage. It was suggested to ask Mr. Santoro to attend the next PEDB meeting to discuss these items.

2 Marc Road Site Plan:

Tetra Tech Consultant Steve Bouley informed the Board that he did an inspection on April 13, 2017. Sediment remains on the roadway and regular sweeping is to be conducted. Project engineer Dan Merrikin was made aware that this needs to be addressed. The developer is also in the process of tapping into the existing water main for the proposed hydrant tap, domestic service and fire service. This will be inspected by the water department.

The Haven Subdivision:

The erosion controls have been installed and approved by the Conservation Agent. Excavating is taking place for the proposed infiltration trenches.

Cumberland Farms:

Some of the landscaping at Cumberland Farms is currently dying. This is adjacent to the "rock outcrop" along Route 109. The lighting has been addressed. The building inspector will be informed to check the site for excess window signage.

Medway Gardens:

Medway Gardens needs to redo the painting of the parking space lines and complete the various improvements shown on the site plan. A letter will be sent to address these items.

OTHER BUSINESS

Salmon ARCPUD

The Board is in receipt of a memo from Dario Design dated May 2, 2017 a modest reduction of square footage of the main building. (See Attached) The Board would like to have this matter placed on the agenda at the next meeting and the developer will be invited in to discuss. As this is a reduction in size, the Board felt this adjustment did not need a full public hearing.

Adjourn:

On a motion made by Matt Hayes and seconded by Bob Tucker, the Board voted unanimously to adjourn the meeting.

The meeting was adjourned at 11:00 pm.

Respectfully Submitted,

huy Sillerland

Amy Sutherland Recording Secretary

Reviewed and edited by,

Servic applet Cilles

Susan E. Affleck-Childs Planning and Economic Development Coordinator



May 9, 2017 Medway Planning & Economic Development Board Meeting

Appointments to the Open Space and Recreation Plan Update Task Force

 May 3, 2017 memo from Susy Affleck-Childs recommending additional appointments to the Task Force



TOWN OF MEDWAY Planning & Economic Development

155 Village Street Medway, Massachusetts 02053

MEMORANDUM

May 3, 2017

то:	Planning and Economic Development Board
FROM:	Susy Affleck-Childs, Planning and Economic Development Coordinator
RE:	Appointments to the Open Space and Recreation Plan Update Task Force

It is the Planning and Economic Development Board's responsibility to appoint members of the Task Force to update the Town's Open Space and Recreation Plan.

The Task Force is to consist of representative from the Open Space Committee, Conservation Commission, Board of Parks Commissioners, Planning and Economic Development Board, School Committee, Board of Selectmen or their designees, and an unaffiliated resident. Key Town staff involved in planning, conservation, and public facilities operations/maintenance will provide staff support and guidance. The Task Force will function for approximately 6-8 months to work with the selected consultant and Town staff.

At the April 25th meeting, you appointed Matt Hayes and Paul Mahoney (Parks Commission) to the Task Force. At this time, I recommend the PEDB appoint the following additional individuals to the Task Force:

- Denise Legee of the Open Space Committee
- David Blackwell of the Conservation Commission
- Paul Atwood as the Citizen At Large member. Paul is a retired land surveyor, open space advocate, board member of the Upper Charles Land Trust and is involved with the Medway Trail Club and the currently active Trail Task Force.
- Richard Eustis of the School Committee

We await a determination from the Board of Selectmen as to whether a member will serve on the Task Force of if the Board wishes to appoint a staff designee.

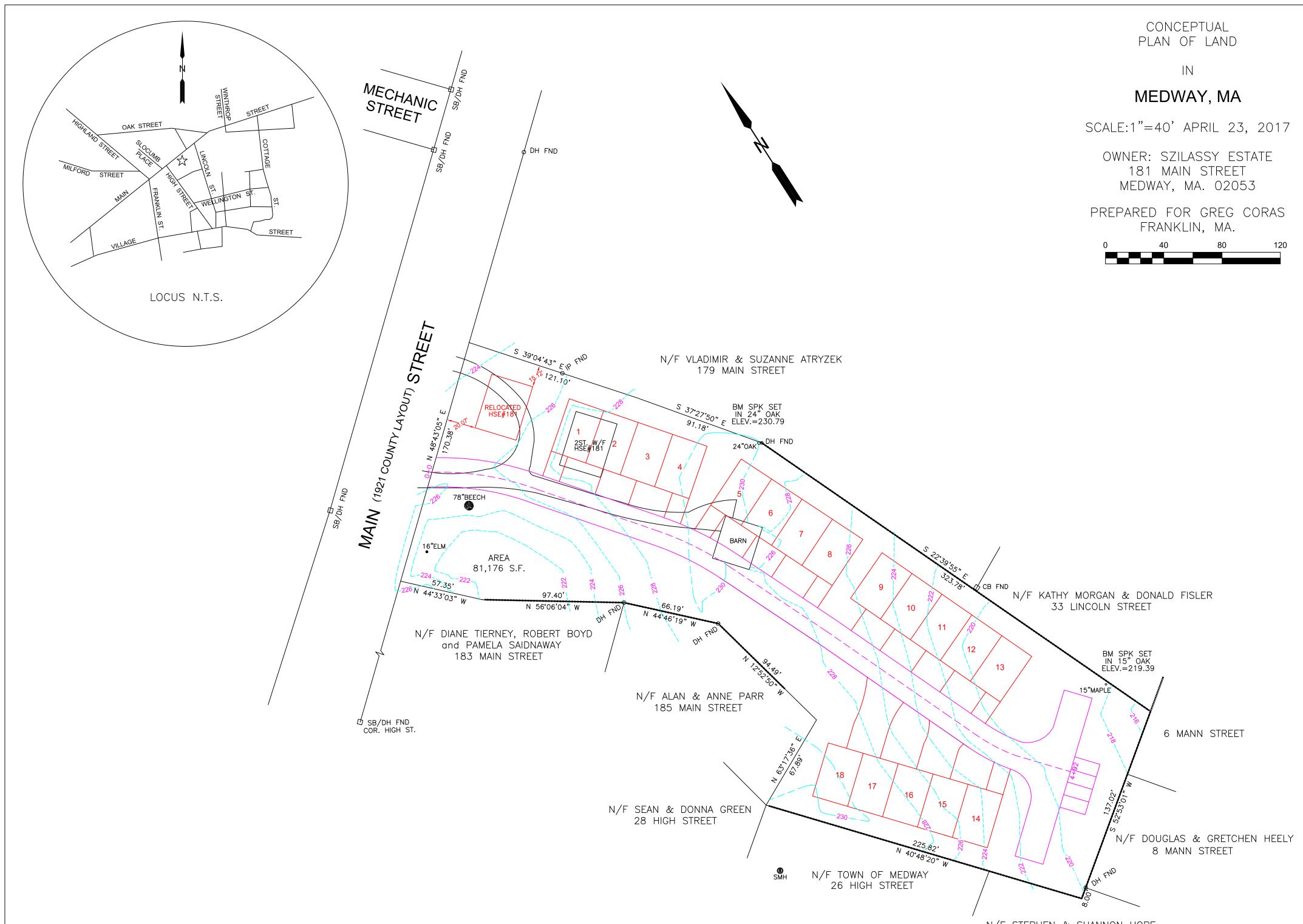


May 9, 2017 Medway Planning & Economic Development Board Meeting

<u>181 Main Street – Informal Discussion</u> with Greg Coras about a Multifamily <u>Housing Development</u>

- Concept plan dated April 23, 2017
- Announcement of the May 17, 2017 public hearing with the Medway Historical Commission regarding the proposed demolition of the historic home at 181 Main Street

The subject property is 1.88 acres and is presently owned by Ivan Szilassy. According to the Town of Medway Assessor's records, the building was constructed in 1870. Its assessed value is \$382,700. The property has been in the Szilassy family since 1960.



N/F STEPHEN & SHANNON HOPE 10 MANN STREET

Medway Historical Commission

announces a

PUBLIC HEARING

on the proposed demolition of the historic house at

181 Main Street



The hearing will take place at the Medway Senior Center 76 Oakland Street Wednesday, May 17th, 2017, at 7:30 p.m.



May 9, 2017 Medway Planning & Economic Development Board Meeting

ANR Plan for 39 Main Street

- ANR application for 39 Main Street
- ANR Plan for 39 Main Street, dated May 1, 2017 prepared by Colonial Engineering
- Review letter dated May 4, 2017 from Gino Carlucci, PGC Associates.

eud>-2-201

Merrikin Engineering, LLP

Consulting Engineers

730 MAIN STREET SUITE 2C MILLIS, MA 02054

TELEPHONE (508) 376-8883 FAX (508) 376-8823

May 2, 2017

Medway Planning & Economic Development Board Town of Medway 155 Village Street Medway, MA 02053

Ref: Application for Approval Not Required Plan (ANR) 39 Main Street

Dear Members of the Board:

On behalf of the applicant, Notwen Realty Trust, we are pleased to submit the enclosed ANR application to create two buildable lots (Lot A & B) and one unbuildable parcel (Parcel C) for land located at 39 Main Street. Each of Lots A and B have the required frontage on a public way and lot area and Lot A contains the existing dwelling no. 39. Parcel C is marked unbuildable. We therefore respectfully submit that the plan is entitled to ANR endorsement.

Please find the following enclosed in support of the application:

- Two signed original Form A Land subdivision applications;
- > One mylar, eight full-size and one 11x17 copies of the ANR Plan of Land;
- A check in the amount of \$455.00 made payable to the Town of Medway for the Town's ANR application fee.
- A check in the amount of \$95.00 made payable to the Town of Medway for the town's filing fee.

Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

Daniel Muni

Digitally signed by Daniel J. Merrikin, P.E. Date: 2017.05.02 11:29:24 -04'00'

Daniel J. Merrikin P.E.

cc: File Notwen Realty Trust (by email)

LAND SUBDIVISION - FORM A

Application for Endorsement of Plan Believed Not to Require Subdivision Approval (ANR)

Planning & Economic Development Board - Town of Medway, MA



May 2

20 ¹⁷

TO: The Planning & Economic Development Board of the Town of Medway, MA

The undersigned, wishing to record the accompanying plan of property in the Town of Medway and believing that the plan does not constitute a subdivision within the meaning of the Subdivision Control Law, herewith submits this Application and ANR Plan to the Medway Planning and Economic Development Board and requests its determination and endorsement that the Board's approval under the Subdivision Control Law is not required.

		ANR PLAN INFORMATION
Plan Title:	"39 Main Stree	et A.N.R. Plan of Land in Medway, MA"
Prepared by: _	Colonial Engin	eering, Inc.
P.E. or P.L.S r	egistration #: _	30466Plan Date:
		PROPERTY INFORMATION
ANR Location	Address:	39 Main Street, Medway, MA
The land show	n on the plan i	s shown on Medway Assessor's Map # $\frac{41}{2}$ Parcel # $\frac{035}{2}$
Total Acreage	of Land to be I	Divided:
Subdivision Na	me (if applicat	ble):

Medway Zor	Agricultural-Residential I (AR-I), Groundwater Protection District, and Flood Plain Overlay District
-	tage Requirement: 180'(ft.) Area Requirement: 44,000 (sq. ft.)
Is the road o	n which this property has its frontage a designated Medway Scenic Road? No
The owner's from: Paul R dated Februa	title to the land that is the subject matter of this application is derived under deed Newton and Margaret B. Newton to Notwen Realty Trust ary 25, 1992 and recorded in Norfolk County Registry of Deeds, Page 439 or Land Court Certificate of Title Number,
Land Court C	Case Number, registered in the Norfolk County Land Registry District
	APPLICANT INFORMATION
Applicant's N	
Applicant's S	ignature: Jan & New W
Address:	33 Fruit Street
	Norfolk, MA 02056
Telephone:	508-528-0812 Email: <u>n/a</u>
Official Repre Plan.	t hereby appoints <u>Merrikin Engineering</u> , LLP to act as its Agent/ esentative for purposes of submitting this application for endorsement of this ANR PROPERTY OWNER INFORMATION (if different than applicant)
	ner Name:
Owner's Sign	
Address:	
Telephone:	Email:
	ENGINEER or SURVEYOR INFORMATION
Name:	Colonial Engineering
Address:	11 Awl Street
	Medway, MA 02053
Telephone:	508-533-1644 Email: colonial.eng@verizon.net
	ATTORNEY INFORMATION
Name:	
Address:	······································
Telephone:	Email:

PROJECT EXPLANATION

Provide a cover letter with a detailed explanation of how you propose to divide the land, what land transaction will occur, and what land reconfiguration will result from the endorsement and recording of this ANR Plan.

APPROVAL NOT REQUIRED JUSTIFICATION

The Applicant believes that the Board's approval under the Subdivision Control Law is not required for the following reasons: *(Check all that apply.)*

- 1. The accompanying plan does not show a division of land.
- **√** 2.
 - Every lot shown on the plan has frontage as required by the Medway Zoning Bylaw. The frontage required by the Zoning Bylaw is located on <u>Main Street (Route 109)</u> (name of way(s), which is:
 - ✓ a. A public way. Date of street acceptance: unknown
 - b. A way certified by the Town Clerk as being maintained and used as a public way. (Attach Town Clerk's certification)
 - c. A way shown on a definitive subdivision plan entitled

that was previously endorsed by the Planning and Economic

Development Board on ______ and recorded

at the Norfolk County Registry of Deeds on

Provide detailed recording information:

- d. A private way in existence on the ground before 1952 when the Subdivision Control Law was adopted in the Town of Medway, which has, in the opinion of the Planning & Economic Development Board, adequate width, suitable grades, and adequate construction to provide vehicular access to the lot(s) for their intended purpose of and to permit the installation of municipal services to serve the lot(s) and any buildings thereon.
- 3. The division of land shown on the accompanying plan is not a *"subdivision"* for the following reasons:

ANR PLAN FILING FEE

\$250 plus \$100/lot or parcel for a plan involving three (3) or more lots/parcels, not to exceed a maximum of \$750.

Please prepare two checks: one for \$95 and one for the balance. Each check should be made payable to: Town of Medway

Fee approved 11-2-06

APPLICATION CHECKLIST – All items must be submitted 2 signed original ANR applications (FORM A) 8 prints of ANR plan – 1 for Town Clerk and 7 for Planning Electronic version of ANR plan for Planning Project Explanation - 1 for Town Clerk and 1 for Planning

Application/Filing Fee (2 checks)

Date Form A, ANR Plan, and Project Explanation Received by Planning & Economic Development Board: 5-2-17.

ANR Application/Filing Fee Paid: Amount: ______495____Check #____061_____

Merrikin Engineering, LLP

Consulting Engineers MILLIS, MA 02054

730 MAIN STREET SUITE 2C

TELEPHONE (508) 376-8883 FAX (508) 376-8823

May 2, 2017

Medway Planning & Economic Development Board Town of Medway 155 Village Street Medway, MA 02053

Ref: Application for Approval Not Required Plan (ANR) 39 Main Street

Dear Members of the Board:

On behalf of the applicant, Notwen Realty Trust, we are pleased to submit the enclosed ANR application to create two buildable lots (Lot A & B) and one unbuildable parcel (Parcel C) for land located at 39 Main Street. Each of Lots A and B have the required frontage on a public way and lot area and Lot A contains the existing dwelling no. 39. Parcel C is marked unbuildable. We therefore respectfully submit that the plan is entitled to ANR endorsement.

Please find the following enclosed in support of the application:

- ➤ Two signed original Form A Land subdivision applications;
- > One mylar, eight full-size and one 11x17 copies of the ANR Plan of Land;
- > A check in the amount of \$455.00 made payable to the Town of Medway for the Town's ANR application fee.
- > A check in the amount of \$95.00 made payable to the Town of Medway for the town's filing fee.

Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

Daniel J. Merrikin P.E.

cc: File

Notwen Realty Trust (by email)

Application for Endorsement of Plan Believed Not to Require Subdivision Approval (ANR)

Planning & Economic Development Board - Town of Medway, MA

INSTRUCTIONS TO APPLICANT/OWNER
This Application is made pursuant to the Medway Planning Board Subdivision Rules and Regulations. Please complete this entire Application.
ubmit two (2) signed originals of this Application, one copy of the ANR Plan, and one Project Explanation to the Town Clerk who will date stamp both Applications.
Provide one original ANR Application date stamped by the Town Clerk, one Project Explanation, eight copies of the ANR Plan, an electronic version of the ANR plan and the appropriate ANR Filing Fee to the Medway Planning & Economic Development office.
The Applicant certifies that the information included in this Application is a true, complete and accurate representation of the facts regarding the property under consideration.
In submitting this application, the Applicant and Property Owner authorize the Planning & Economic Development Board and its agents to access the site during the plan review process.
The Town's Planning Consultant will review the Application, Project Explanation and ANR plan and provide a recommendation to the Planning & Economic Development Board. A copy of that letter will be provided to you.
You or your duly authorized agent is expected to attend the Board meeting when the ANR Plan will be considered to answer any questions and/or submit such

additional information as the Board may request. Your absence may result in a delay in its review.

20 ¹⁷ May 2

TO: The Planning & Economic Development Board of the Town of Medway, MA

The undersigned, wishing to record the accompanying plan of property in the Town of Medway and believing that the plan does not constitute a subdivision within the meaning of the Subdivision Control Law, herewith submits this Application and ANR Plan to the Medway Planning and Economic Development Board and requests its determination and endorsement that the Board's approval under the Subdivision Control Law is not required.

ANR PLAN INFORMATION

"39 Main Street A.N.R. Plan of Land in Medway, MA" Plan Title:

Prepared by: Colonial Engineering, Inc.

Subm

P.E. or P.L.S registration #: ³⁰⁴⁶⁶ Plan Date:

PROPERTY INFORMATION

39 Main Street, Medway, MA ANR Location Address:

The land shown on the plan is shown on Medway Assessor's Map $\#^{41}$ Parcel $\#^{035}$

Total Acreage of Land to be Divided: ^{13.6}

Subdivision Name (if applicable):

Madura Zani		Distant and Eland	ential I (AR-I), Groundwater Protection Plain Overlay District
-	ng District Classification:	-	
Fronta	ge Requirement: <u>180'(ft.</u>) Area Require	ement: <u>44,000 (sq. ft.)</u>
Is the road on	which this property has	its frontage a desig	nated <i>Medway Scenic Road</i> ? <u>No</u>
The owner's ti from: Paul R.	tle to the land that is the Newton and Margaret B. N	subject matter of t	his application is derived under deed
dated Februar	y 25, 1992	and recorde	d in Norfolk County Registry of Deeds, rt Certificate of Title Number, e Norfolk County Land Registry District
Book <u>9237</u>	Page	or Land Cou	rt Certificate of Title Number, Norfolk County Land Registry District
Volume	, Page	, Tegistered in the	e Norloik County Land Registry District
		ICANT INFORM	ATION
Applicant's Na	ame: Notwen Realty T	rust	
Applicant's Sig	gnature: <u>Jan J</u>	New lov	
Address:	33 Fruit Street		
	Norfolk, MA 02056		
Telephone:	508-528-0812	Email: ^{n/a}	
Official Representation Plan.	sentative for purposes of PROPERTY OWNER er Name:	submitting this ap	to act as its Agent/ plication for endorsement of this ANR (<i>if different than applicant</i>)
Telephone:		Email:	
	ENGINEER o	or SURVEYOR IN	IFORMATION
Name:	Colonial Engineering		
Address:	11 Awl Street		
	Medway, MA 02053		
Telephone:	508-533-1644	Email:	colonial.eng@verizon.net
• And period and an		an a	
	ATTC	ORNEY INFORM	ATION
Name:			
Address:			
Telephone:		Email:	

PROJECT EXPLANATION

Provide a cover letter with a detailed explanation of how you propose to divide the land, what land transaction will occur, and what land reconfiguration will result from the endorsement and recording of this ANR Plan.

APPROVAL NOT REQUIRED JUSTIFICATION

The Applicant believes that the Board's approval under the Subdivision Control Law is not required for the following reasons: *(Check all that apply.)*

- 1. The accompanying plan does not show a division of land.
- ✓ 2. Every lot shown on the plan has frontage as required by the Medway Zoning Bylaw. The frontage required by the Zoning Bylaw is located on Main Street (Route 109) (name of way(s), which is:
 - ✓ a. A public way. Date of street acceptance: unknown
 - b. A way certified by the Town Clerk as being maintained and used as a public way. *(Attach Town Clerk's certification)*
 - _____ c. A way shown on a definitive subdivision plan entitled ______

that was previously endorsed by the Planning and Economic

Development Board on _____ and recorded

at the Norfolk County Registry of Deeds on

Provide detailed recording information:

- d. A private way in existence on the ground before 1952 when the Subdivision Control Law was adopted in the Town of Medway, which has, in the opinion of the Planning & Economic Development Board, adequate width, suitable grades, and adequate construction to provide vehicular access to the lot(s) for their intended purpose of and to permit the installation of municipal services to serve the lot(s) and any buildings thereon.
- ____ 3. The division of land shown on the accompanying plan is not a *"subdivision"* for the following reasons: _____

ANR PLAN FILING FEE

\$250 plus \$100/lot or parcel for a plan involving three (3) or more lots/parcels, not to exceed a maximum of \$750.

Please prepare two checks: one for \$95 and one for the balance. Each check should be made payable to: Town of Medway

Fee approved 11-2-06

APPLICATION CHECKLIST – All items must be submitted

2 signed original ANR applications (FORM A)

8 prints of ANR plan - 1 for Town Clerk and 7 for Planning

Electronic version of ANR plan for Planning

Project Explanation - 1 for Town Clerk and 1 for Planning

Application/Filing Fee (2 checks)

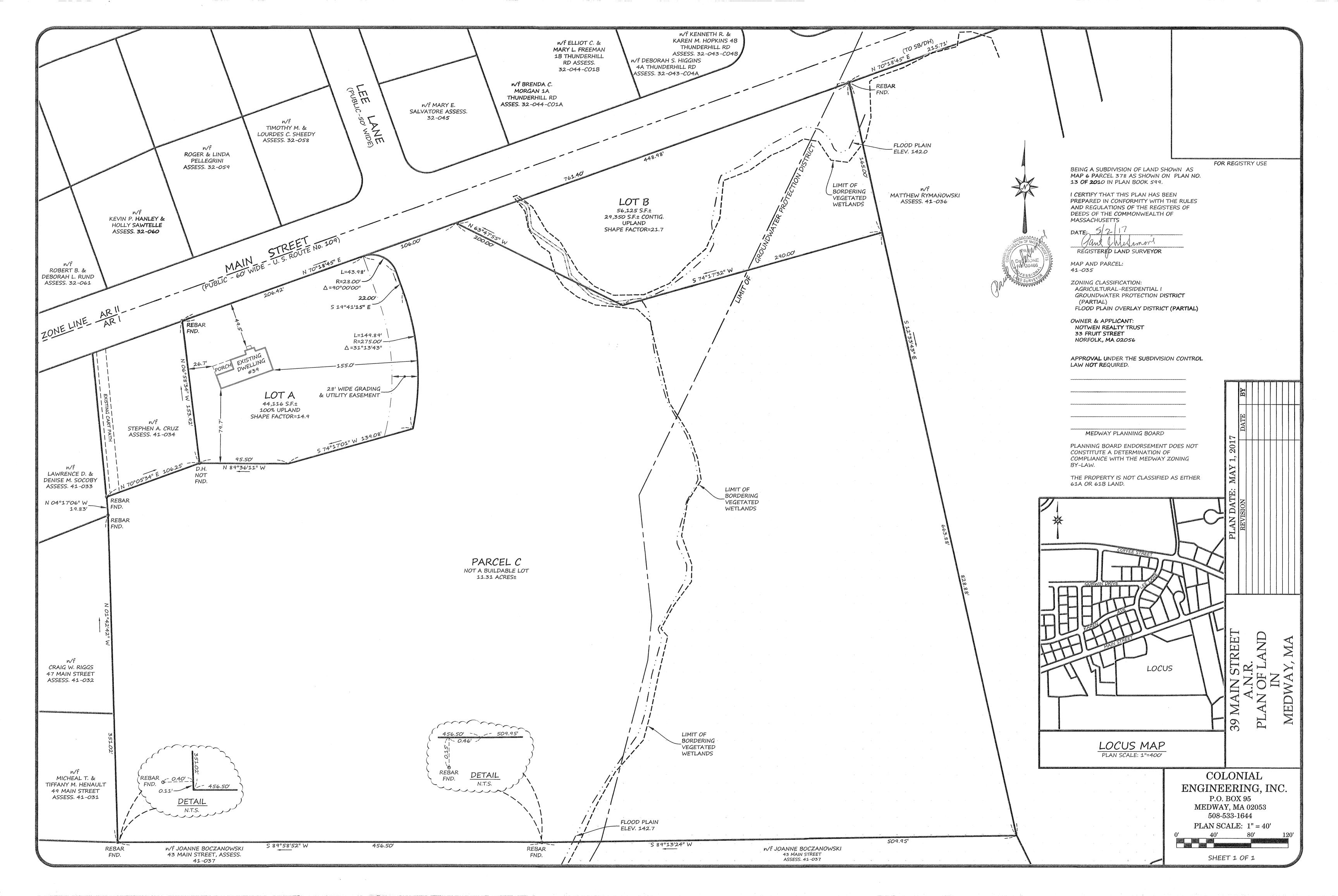
Date Form A, ANR Plan, and Project Explanation Received by Planning & Economic Development Board:

ANR Application/Filing Fee Paid: Amount:

Check #_____ Check #_____

1062 NOTWEN REALTY TRUST 33 FRUIT ST. NORFOLK, MA 02056 05-14 53-7301/2113 4/23/17 02 Date \$ 455. ⁰⁰ Pay to the Order of medicar or 004 X. Fi and Ð Features Details on Back. ou 100 S Charles River Bank Medway, Massachusetts 02053 R plan application Fee Bay I Hew For AA MP 01062 2869. 38 018 Ξ 7 E 91 1 INTOUCH® CUSTOM CREATIO

NOTWEN REALTY TRUST 05-14 33 FRUIT ST. NORFOLK, MA 02056	1061 53-7301/2113 02 Date
Pay to the Town of Medway Order of ninety-Fire and	95.00 <u>Dollars</u> <u>Dollars</u> <u>Bedia</u> on <u>Bedia</u> on <u>Bedia</u> on
Charles River Bank Medway Massachusetts 02053 For ANR Plan Filing Fee. 1:2113730181: 38941286911	Paul J Newtor M



MEMO TO: Medway Planning Board

FROM: Gino D. Carlucci, Jr.

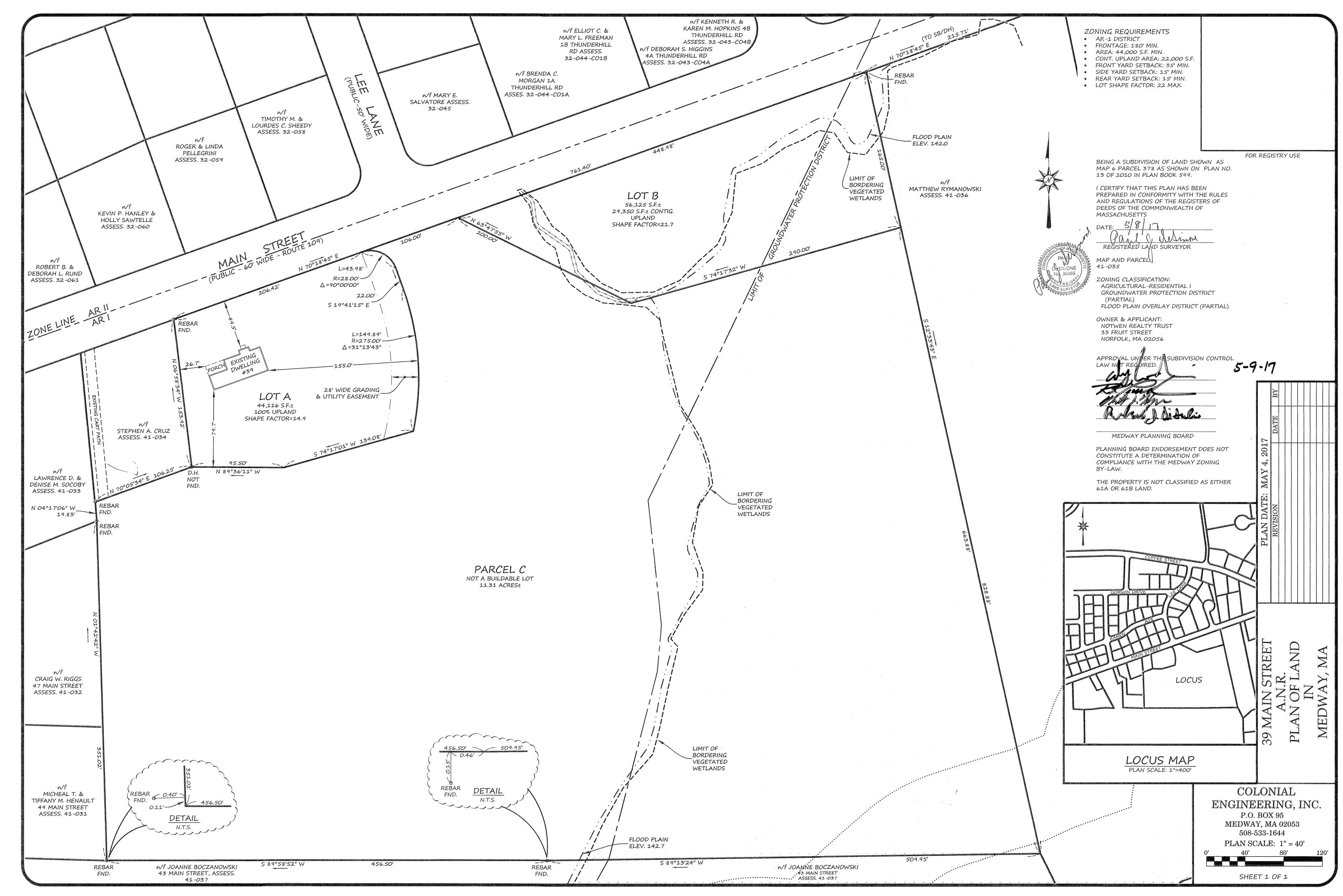
DATE: May 4, 2017

RE: Notwen ANR on 39 Main Street

I have reviewed the ANR plan submitted for endorsement by Notwen Realty Trust of Norfolk. The plan proposes to divide a parcel of about 13.61 acres at 39 Main Street into two ANR lots of 44,116 and 56,125 square feet respectively, and a parcel of 11.31 acres. The plan was prepared by Colonial Engineering of Medway and is dated May 1, 2017. I have comments as follows:

- 1. Section 3.2.3 requires that the plan indicate the minimum lot area as well as front, side and rear setback requirements for the applicable zoning district. This was not on the plan.
- 2. Section 3.2.7 requires that the status of the street be shown. This was provided except that Route 109 is labeled as "U.S. Route 109." Even with reconstruction, the state highway is not being upgraded to a U.S. highway!
- 3. As a reminder, the 11.31-acre parcel has previously been proposed as a subdivision. If it is proposed as a subdivision of 5 or more lots within 3 years, under current zoning, the affordable housing requirement would apply since it applies to projects with an increase of 6 or more units on land in common ownership within the previous 3 years (5 lots on the 11.31-acre parcel plus Lot B). If the proposed revision to the affordable housing bylaw is approved at Town Meeting, it would not apply to this project because the new affordability requirement would not apply to projects of fewer than 10 single family homes.

The plan meets the substantive requirements for ANR endorsement. I recommend that the technical issues of Items #1 and #2 above be corrected and that the plan be endorsed.





May 9, 2017 Medway Planning & Economic Development Board Meeting

Preliminary Subdivision Plan Public Briefing <u>TOWN LINE ESTATES</u> <u>2 lot subdivision – 22 Populatic Street</u>

- Public Briefing Notification
- Preliminary Subdivision Plan Application
- Preliminary Subdivision Plan dated April 18, 2017 by LAL Engineering Group, Millis, MA
- Development Impact Report dated April 17, 2017
- 2/7/17 email memo from Gino Carlucci

This pertains to an application for review of a Preliminary Subdivision Plan. Tetra Tech and PGC Associates have reviewed the plan and will offer their verbal comments at the meeting. Abutters have been notified.



TOWN OF MEDWAY Planning & Economic Development Board

155 Village Street Medway, Massachusetts 02053

Andy Rodenhiser, Chairman Robert K. Tucker, Vice-Chairman Thomas A Gay, Clerk Matthew Hayes, P.E. Richard Di Iulio

April 26, 2017

PUBLIC BRIEFING NOTICE

Town Line Estates - Preliminary Subdivision Plan - 22 Populatic Street Tuesday, May 9, 2017

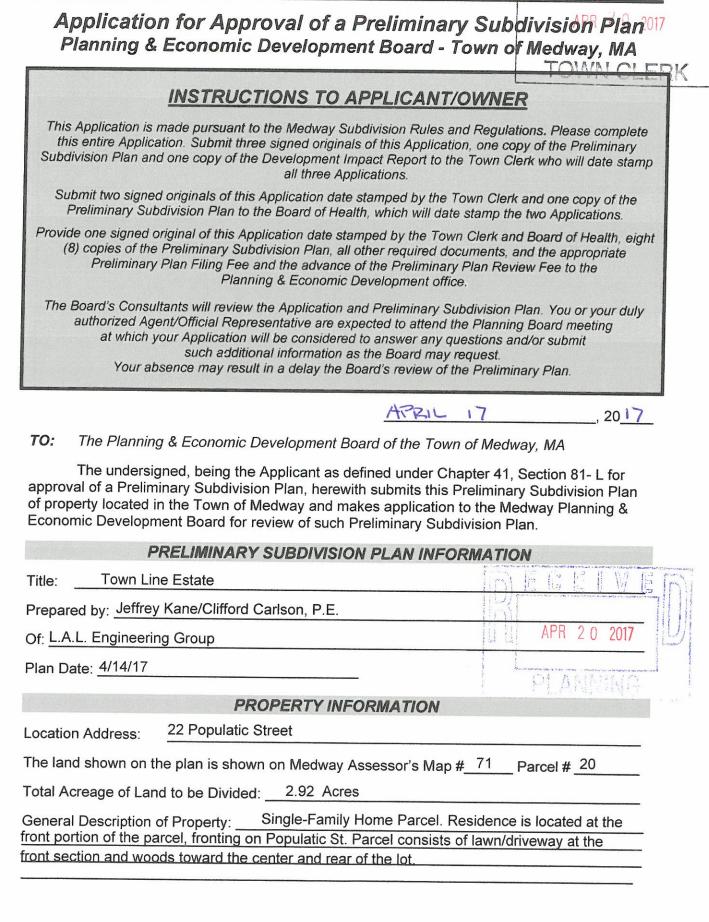
The Medway Planning & Economic Development Board has received an application from Robert and Lisa Lapinsky of Worcester, MA for approval of a *preliminary subdivision plan for a proposed 2 lot residential subdivision at 22 Populatic Street to be known as Town Line Estates.* Owned by Robert, Ronald and Richard Wasnewski, the 2.92 acre parcel (*Medway Assessors Map 71, Parcel 20*) is located in the Agricultural Residential II zoning district on the west side of Populatic Street. The *Town Line Estates Preliminary Subdivision Plan* is dated April 14, 2017 and was prepared by L.A.L. Engineering Group of Millis, MA. The plan shows the division of the subject property into two residential lots, one with frontage on Populatic Street, and the construction of an approximately 240' foot long, 18' wide permanent private roadway to create legal frontage for the back lot. The property is located in the Groundwater Protection District.

The applicant and their representative will present the proposed Town Line Estates Preliminary Subdivision Plan to the Medway Planning and Economic Development Board on Tuesday evening, May 9, 2017 at 8:00 p.m. in the Sanford Room on the second floor of Medway Town Hall, 155 Village Street, Medway, MA. You are invited to attend. A copy of the application and the Town Line Estates Preliminary Subdivision Plan are on file with the Medway Town Clerk and at the Planning and Economic Development office at Medway Town Hall, 155 Village Street, Medway, MA and may be inspected on Mondays from 7:30 a.m. to 5:30 p.m., Tuesday - Thursday from 7:30 a.m. to 4:30 p.m. and Fridays from 7:30 a.m. to 12:30 p.m. The plan has also been posted at the Board's web page at: <u>http://www.townofmedway.org/planning-economic-developmentboard/pages/recent-development-applications</u>.

Written comments may be forwarded to the Board at the above address, faxed to us at the number below, or emailed to us at: planningboard@townofmedway.org. Board members will review all submitted correspondence.

If you have any questions regarding this matter, please contact Medway Planning & Economic Development Coordinator Susan Affleck-Childs at 508-533-3291. Thank you.

RECEIVED



1

Medway Zoning District Classi	ification: Agricultural Residential II (AR-II)
Frontage Requirement	.: 150' Area Requirement: 22,500 s.f.
Scenic Road Does any portion of this X Yes No I	s property have frontage on a Medway Scenic Road? f yes, please name street:Populatic Street
Wetlands Is any portion of the pro	operty within a Wetland Resource Area? YesX_ No
Groundwater Protection Is any portion of the pro	operty within a Groundwater Protection District? X_Yes No
Flood Plain Is any portion of the pro	operty within a Flood Plain? Yes <u>X</u> No
dated July 8, 1988 Book Page	at is the subject matter of this application is derived under deed to <u>Robert J., Ronald E. & Richard K.</u> Wasnew and recorded in Norfolk County Registry of Deeds, or Land Court Certificate of Title Number <u>128967</u> , 668 , registered in the Norfolk County Land Registry District
	SUBDIVISION INFORMATION
Subdivision Name: Town Li	ne Estate
This is a: X Residen	tial Subdivision Non-Residential Subdivision
	and into ² building lots numbered Lot 1 & Lot 2 and
The plan shows the following ex	kisting ways that are being proposed as lot frontage:
Populatic Street	as frontage for lot(s)Lot 1
	as frontage for lot(s)
The plan shows the following pr	roposed new ways that are being proposed as lot frontage:
Tana and MA	as frontage for lot(s)Lot 2
	as frontage for lot(s)
	as frontage for lot(s) Roadway(s)260'
Are the new roads proposed to b	
Public>	
Proposed Utilities:	
_XWater	Well
SewerX	

		APPLICANT INFORMATION
Applicant's N	lame [.]	Robert & Lisa Lapinsky (Wasnewski)
Applicant's A		62 Allston Ave.
Applicant 3 A		Worcester, Ma 01604
Name of Prim	nary Con	tact: Robert Lewinsky
Telephone: ((508) 533	B-7450 FAX:
Email addres	s:	RLapinsky@gmail.com
Please	check her	e if the Applicant is the equitable owner (purchaser on a purchase and sales agreement.)
	PR	OPERTY OWNER INFORMATION (if not applicant)
Property Own	er Name	e: Robert, Ronald & Richard Wasnewski
Address:	22 Pop	ulstic St.
	Medwa	y, Ma 02053
Primary Conta	act: F	Richard Wasnewski
Telephone:	(508) 533	3-7450 FAX:
Email address	S: .	jedbos954@gmail.com
		CONSULTANT INFORMATION
ENGINEER:	L.A.L. E	Engineering Group
Address:	730 Ma	ain St- Suite 1F
	Millis, N	<i>l</i> a 02054
Primary Conta	ict:	Jeffrey Kane
Telephone: (7	81) 248-	1133 Fax:
Email address	Jeff.K	ane1@verizon.net
SURVEYOR:	Rod D.	Carter
Address:	15 Plea	sant St.
	Upton,	Ma 01568
Primary Conta	ct:	Rod Carter
Telephone: (5	08) 529-	7632 Fax:
Email Address	Blacks	stone.valley.mapping@gmail.com

	OFFICIAL REPRESE	NTATIVE INFORMATION
Name:	L.A.L. Engineering Group	
Address:	730 Main St Suite 1F	
	Millis, Ma 02054	
Primary Con	tact: Jeffrey Kane	
Telephone: _	(781) 248-1133	Fax:
Email addres	s:Jeff.kane1@verizon.net	

SIGNATURES

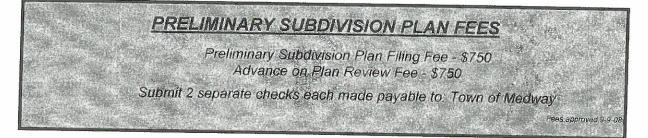
I hereby certify, under the pains and penalties of perjury, that the information contained in this application is true, accurate and complete to the best of my knowledge and belief. (If applicable, I hereby authorize Jeffrey Kane, L.A.L. Engineering Group to serve as my Agent/Official Representative to represent my interests before the Medway Planning & Economic Development Board with respect to this Preliminary Subdivision Plan application.) In submitting this application, I authorize the Board, Town staff and agents, and members of the Open Space Committee and Design Review Committee to access the site during the plan review process.

ichar Signature of Property Owner plicant (if other than Property Owner)

Date

Signature of Agent/Official Representative

Date



Date Form B and Preliminary Subdivision Plan Received by Planning & Economic Development office: $-\frac{4}{20}$

Amount

Amount

Preliminary Subdivision Plan Filing Fee Paid:

Advance on Plan Review Fee Paid:

Date Form B & Preliminary Subdivision Plan Received by Board of Health

Date Form B & Preliminary Subdivision Plan Received by Town Clerk

Check # 1120

Check #

1121

4

150

SO

"TOWN LINE ESTATE" PERMANENT PRIVATE WAY PRELIMINARY SUBDIVISION PLAN MEDWAY, MASSACHUSETTS

SHEET NUMBER

DRAWING TITLE

- COVER SHEET
- EXISTING CONDITIONS PLAN
- LOT DESIGNATION PLAN
- SITE & UTILITY PLAN
- GRADING & DRAINAGE PLAN
- PROFILE
- SITE DETAILS & GENERAL NOTES
- SITE DETAILS

SUBDIVISION AREA CHART

TOTAL AREA OF EXIST LOT = 127,174 S.F. TOTAL # OF LOTS & PARCLES = 2 TOTAL AREAS OF LOTS & PARCELS = 127,174 S.F. TOTAL AREA OF RIGHT-OF-WAY = 22,483 S.F. TOTAL AREA DEDICATED TO EASEMENTS = 9,525 S.F. TOTAL AREA DEDICATED TO OPEN SPACE = 0

ABUTTING STREET INFORMATION

POPULATIC STREET 33' PUBLIC WAY 21'± WIDE PAVEMENT

- NOTES: 1) ELEVATIONS BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988.
- 2) THE PARCEL IS OUTSIDE THE ALL MAPPED FEMA FLOOD PLAINS PER THE FLOOD INSURANCE RATE MAP (FIRM) PANEL No. 25021C0144E FOR THE TOWN OF MEDWAY, MASSACHUSETTS, NORFOLK COUNTY. 3) THE SITE IS NOT LOCATED WITHIN A DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) RESOURCE
- AREA. 4) THE SITE IS LOCATED WITHIN A ZONE II GROUNDWATER PROTECTION AREA.
- 5) UTILITY SERVICES, TELEPHONE, CABLE AND ELECTRIC - TO BE INSTALLED UNDERGROUND
- SEWER TO BE CONNECTED TO INDIVIDUAL ON SITE TITLE 5 SEWAGE DISPOSAL SYSTEMS. DRAINAGE - TO MEET MA DEP 2008 STORMWATER POLICY & TOWN REGULATIONS. WATER - TO BE CONNECTED TO THE TOWN WATER SUPPLY LINE

ASSESSORS REFERENCE		

ZONING REFERENCE

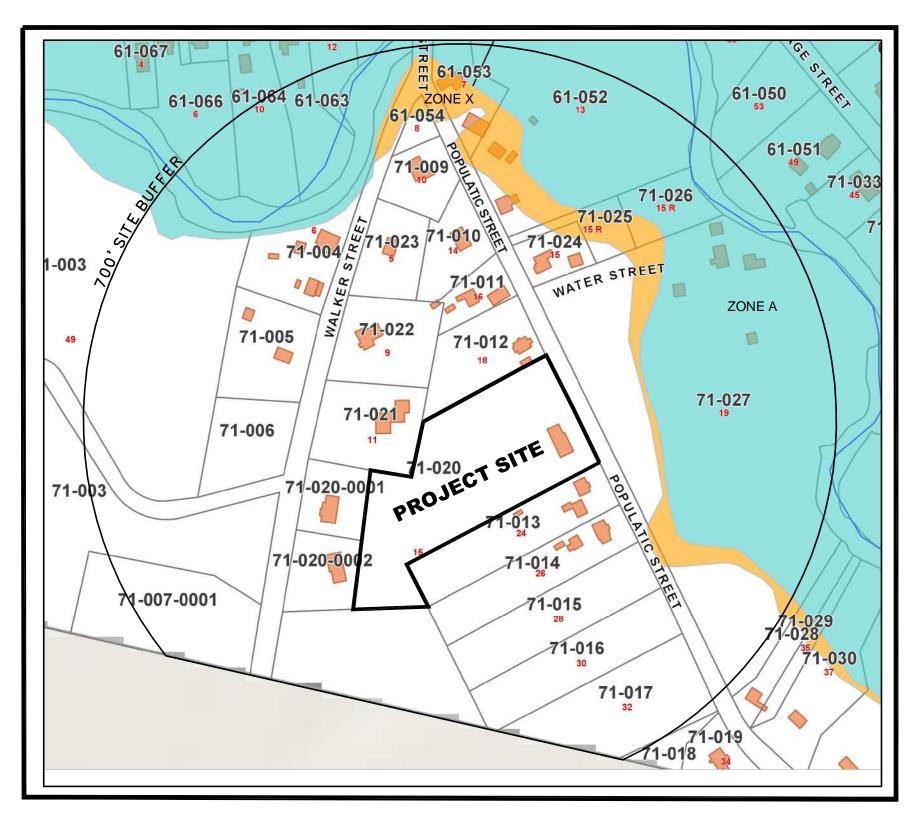
MAP 714, PARCEL 020

AR-II



CONTRACTOR TO NOTIFY DIG SAFE 72 HOURS PRIOR TO ANY EXCAVATION TELEPHONE NUMBER 1-888-344-7233 WWW.DIGSAFE.COM

NO. DATE REFERENCE REVISIONS DATE: APRIL 18, 2017	Engineer: <i>L.A.L. Engineering Group</i> DESIGN ~ PERMITTING PEER REVIEW LAYOUT 730 Main St, Suite 1F Millis MA 02054 P: (781) 248-1133 F: (508) 376-8440	Surveyor: ROD CAP LAN 15 H UP
---	---	--



SITE OVERVIEW SCALE: $1" = 200' \pm$

<u>LOCUS NOTE</u>S <u>SOILS ON SITE:</u> <u>HSG</u> <u>ID</u> A HINCKLEY SANDY LOAM A WINDSOR LOAMY SAND

ZONING AR II DISTRICT

Warson

RTER ASSOCIATE ND SURVEYORS PLEASANT STREET PTON, MA 01568 508-529-7632

(FROM TOWN OF MEDWAY MASSACHUSETTS PLANNING

7.6.2 D SEWER - REQUEST WAIVER FROM REQUIREMENT TO PROVIDE ALL LOTS ADEQUATE MUNICIPAL SEWER SERVICE.

REQUESTED WAIVER LIST

BOARD RULES & REGULATIONS)

7.7.2 STORM WATER - REQUEST WAIVER FROM REQUIREMENT THAT DETENTION/RETENTION BASINS AND ANY RELATED DRAINAGE STRUCTURES SHALL BE LOCATED ON SEPARATE PARCELS AND SHALL NOT BE INCLUDED ON INDIVIDUAL HOUSE/BUILDING LOTS.

7.7.2 STORM WATER - REQUEST WAIVER FROM REQUIRED 30' SETBACK FROM PROPERTY LINE.

SYSTEM.

7.9.1 STREET AND ROADWAY LOCATION - REQUEST WAIVER FROM REQUIRED 2' RESERVE STRIP OF LAND ALONG ROAD LAYOUT.

7.9.2 ALIGNMENT- REQUEST WAIVER FROM REQUIRED CURB RADIUS OF 40' TO 12' AT ROADWAY ENTRANCE.

7.9.5 C GRADE- REQUEST WAIVER FROM 100' LEVELING AREA AT THE INTERSECTION OF STREET RIGHT OF WAY LINES.

7.9.7 G ROADWAY CONSTRUCTION - REQUEST WAIVER FROM THE REQUIRED 18' MINIMUM WIDTH OF THE ROADWAY PAVEMENT FOR A PERMANENT PRIVATE WAY.

7.10.2 CURBS AND BERMS - REQUEST WAIVER FROM REQUIRED HOT MIX ASPHALT CAPE COD BERM.

7.17.1 - FIRE PREVENTION - REQUEST WAIVER FROM REQUIRED INSTALLATION OF FIRE ALARM SYSTEM.

OF STREET LIGHTS.



FOR REGISTRY USE ONLY:

APPROVED BY THE MEDWAY PLANNING BOARD. DATE :

7.6.2 B WATER FACILITIES INSTALLATION - REQUEST WAIVER FROM INSTALLATION OF WATER MAIN, HYDRANT AND VALVES AND OTHER EQUIPMENT REQUIRED FOR WATER MAIN TIE IN.

7.7.4 D CONSTRUCTION - REQUEST WAIVER FROM REQUIRED INSTALLATION OF AN INDEPENDENT HOUSE FOUNDATION DRAINAGE

7.21 STREET LIGHTS - REQUEST WAIVER FROM REQUIRED INSTALLATION

I CERTIFY THAT 20 DAYS HAVE PASSED SINCE PLANNING BOARD APPROVAL AND NO APPEAL HAS BEEN FILED IN THIS OFFICE.

DATE : _____

TOWN CLERK OF MEDWAY

<u>OWNER:</u> ROBERT, RONALD & RICHARD WASNEWSKI 22 POPULATIC ST. MEDWAY MASSACHUSETTS

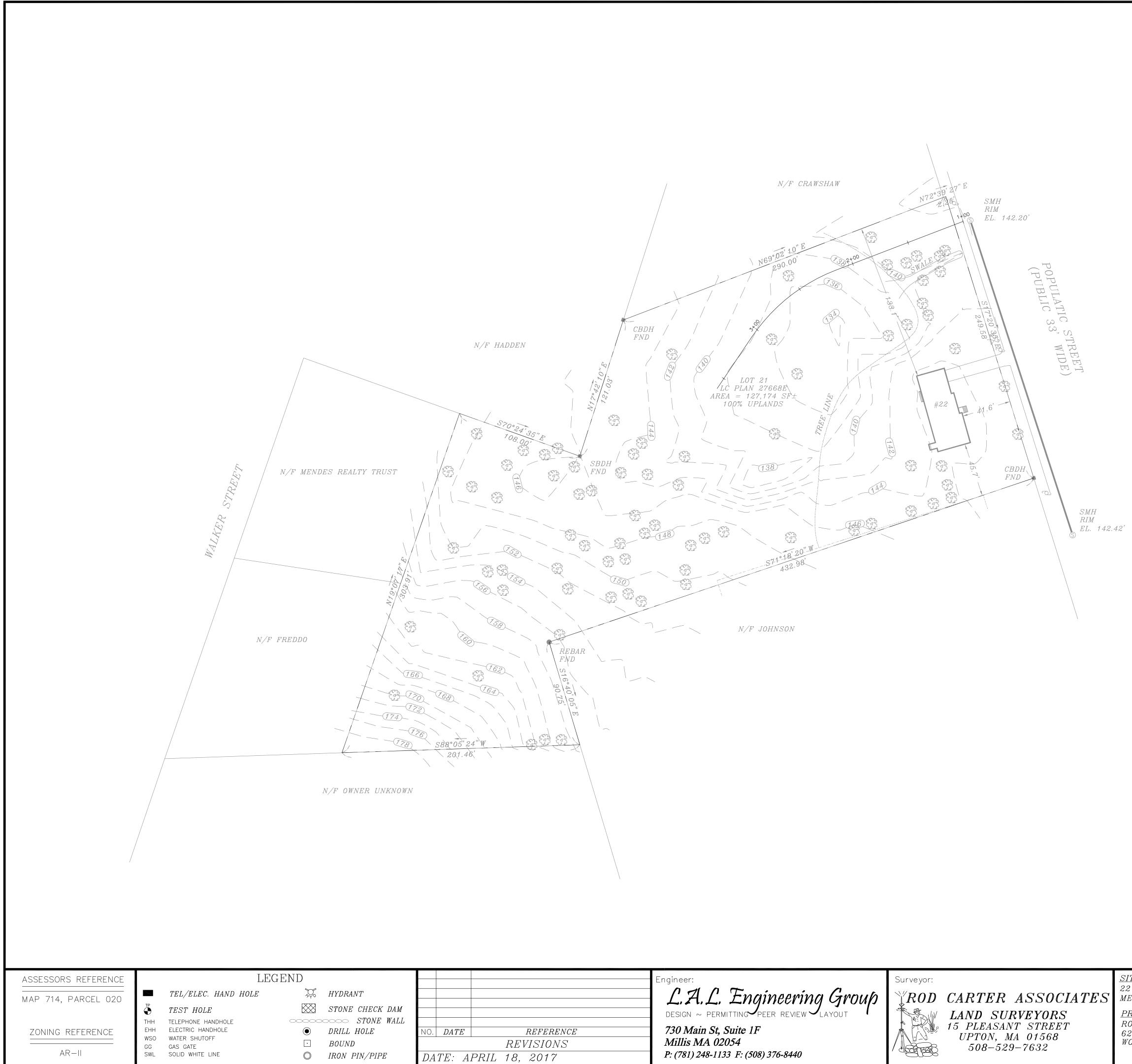
<u>PREPARED FOR:</u> ROBERT & LISA LAPINSKY (WASNEWSKI) 62 ALLSTON AVE. WORCESTER, MASSACHUSETTS



Ral 4. C. 5 4/18/17

"TOWN LINE ESTATE"

ES	<u>SITE LOCATION:</u> 22 POPULATIC STREET MEDWAY, MASSACHUSETTS	PRELIMINARY SUBDIVISION PLAN COVER SHEET MEDWAY, MASSACHUSETTS				
		SHEET NO.	SCALE	JOB NO.		
		1	AS NOTED	5332		



APPROVED BY THE MEDWAY PLANNING BOARD. DATE : _____

NOTES:

1.) ELEVATIONS REFER TO NAVD88. 2.) BENCHMARK USED — NORFOLK COUNTY ENGINEERING DEPARTMENT DISK — MW13

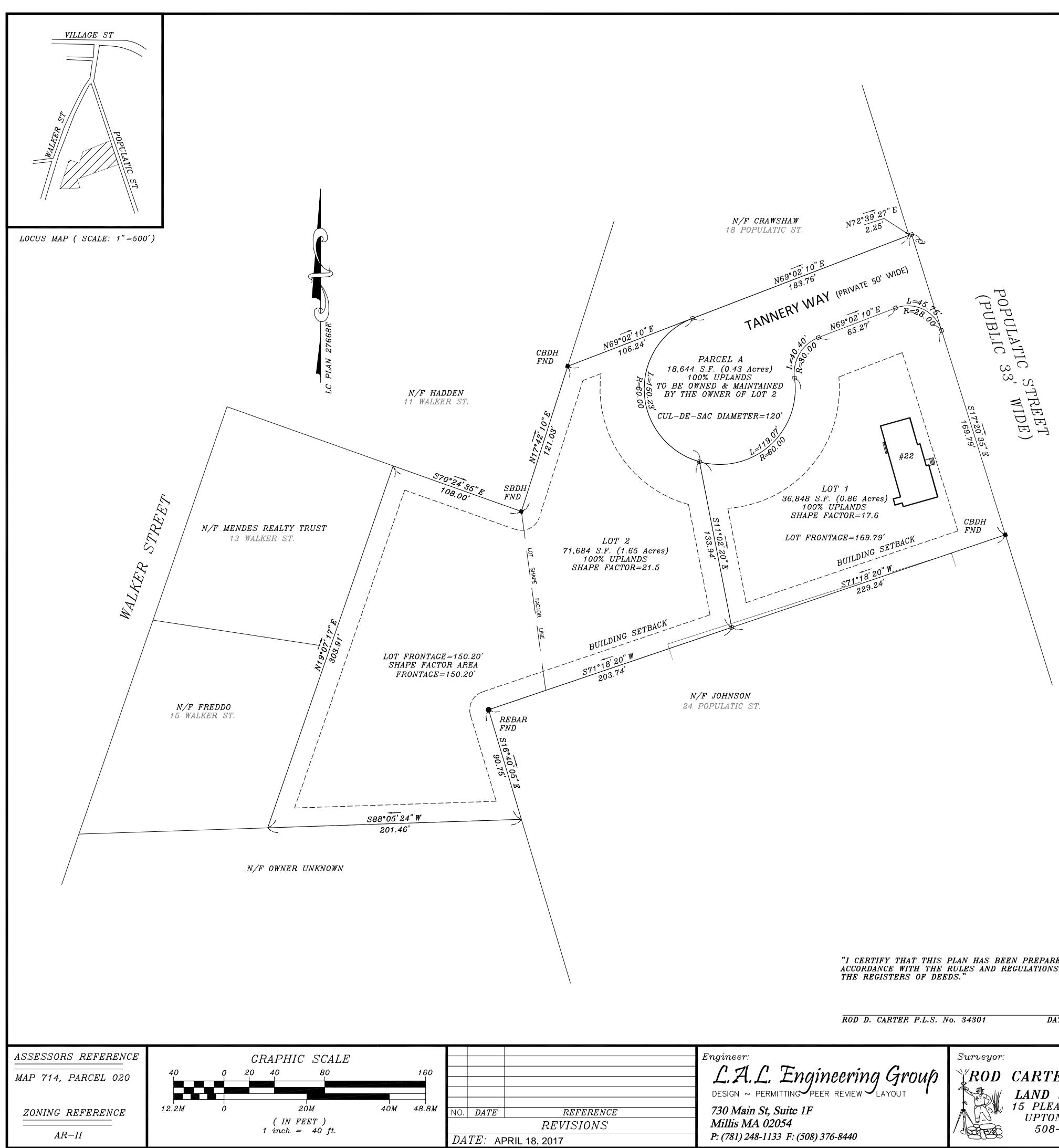
I CERTIFY THAT 20 DAYS HAVE PASSED SINCE PLANNING BOARD APPROVAL AND NO APPEAL HAS BEEN FILED IN THIS OFFICE.

DATE : _____

TOWN CLERK OF MEDWAY

"TOWN LINE ESTATE"

ES	<u>SITE LOCATION:</u> 22 POPULATIC STREET MEDWAY, MASSACHUSETTS <u>PREPARED FOR:</u> ROBERT & LISA LAPINSKY 62 ALLSTON AVE. WORCESTER, MASSACHUSETTS	PRELIMINARY SUBDIVISION PLAN EXISTING CONDITIONS PLAN MEDWAY, MASSACHUSETTS		
		SHEET NO.	SCALE	JOB NO.
	WORCESIER, MASSACHUSEIIS	2	1"=40'	5332



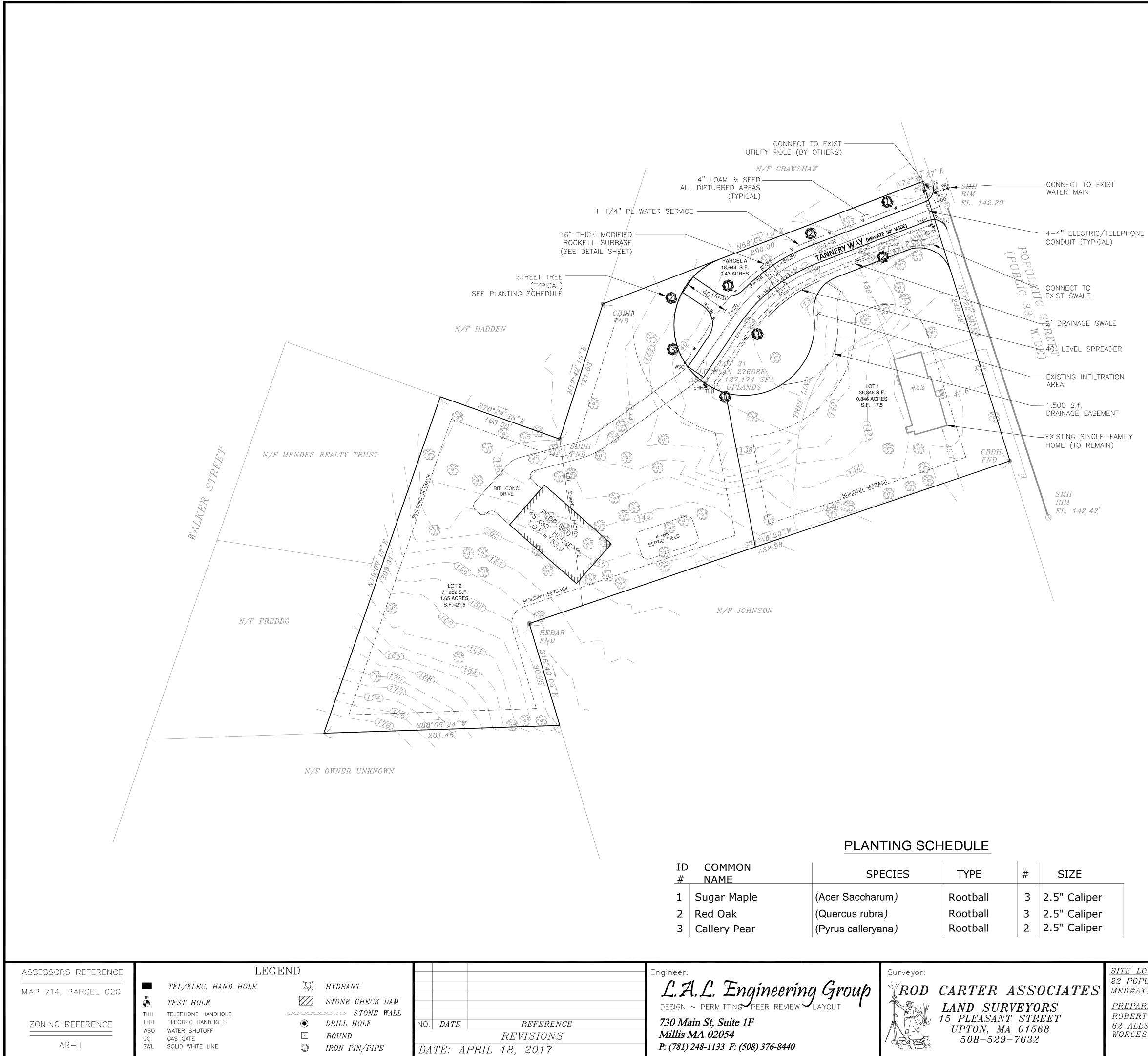
NOTES: 1.) ELEVATIONS REFE 2.) BENCHMARK USEL ENGINEERING DEPARI

"I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS."

DATE

eference SIONS	Engineer: L.A.L. Engineering Group DESIGN ~ PERMITTING PEER REVIEW LAYOUT 730 Main St, Suite 1F Millis MA 02054 P: (781) 248-1133 F: (508) 376-8440	Surveyor: ROD CARTER ASSOCIATES LAND SURVEYORS 15 PLEASANT STREET UPTON, MA 01568 508-529-7632	<u>SITE</u> 22 P MEDV <u>PREH</u> ROBI 62 A WORO
STUNS		508-529-7632	<i>w</i> 0

SUBDIVISION OF LOT 2: LC PLAN 27668E S REFER TO NAVD88. K USED – NORFOLK COUNTY DEPARTMENT DISK – MW13	LEGEND: LARGE TREES WATER VALVE UTILITY POLE SEWER MANHOLE	ତ ମି ∑€ { }}		
	REBAR FOUND BOUND FOUND BOUND TO BE SET SETBACK LINES -		PASSED SIN APPROVAL A BEEN FILED DATE :	THAT 20 DAYS HAVE ICE PLANNING BOARD ND NO APPEAL HAS IN THIS OFFICE.
			R. A1 F1 S1 F1 S1 R.	DNING: AR-II EQUIREMENTS: REA – 22,500 SF RONTAGE – 150' TTBACKS: RONT – 35' DE – 15' EAR – 15'
		25' F. EA= F=21.5	LO PERIMETE AREA=36,8 SF=PERIME (804.47') ²/36,8 (804.47') ²/36,8	T 2 SR=803.47' 348.05 S.F. TER /AREA= 348.05 S.F=17.6 AND
<i>OWNERS: ROBERT J., RONALD E. & RICHARD K. WASNEWSKY DEED REFERENCE: LCC 128967</i>		,	NE EST	HUSETTS ATE"
<u>SITE LOCATION:</u> 22 POPULATIC STREET MEDWAY, MASSACHUSETTS <u>PREPARED FOR:</u> ROBERT & LISA LAPINSKY 62 ALLSTON AVE.	MEDWA	ESIG Y, Ma	NATION ASSACHUS	PLAN SETTS
WORCESTER, MASSACHUSETTS	SHEET NO.		=40	JOB NO.
	3		-40	5332



APPROVED BY THE MEDWAY PLANNING BOARD. DATE :

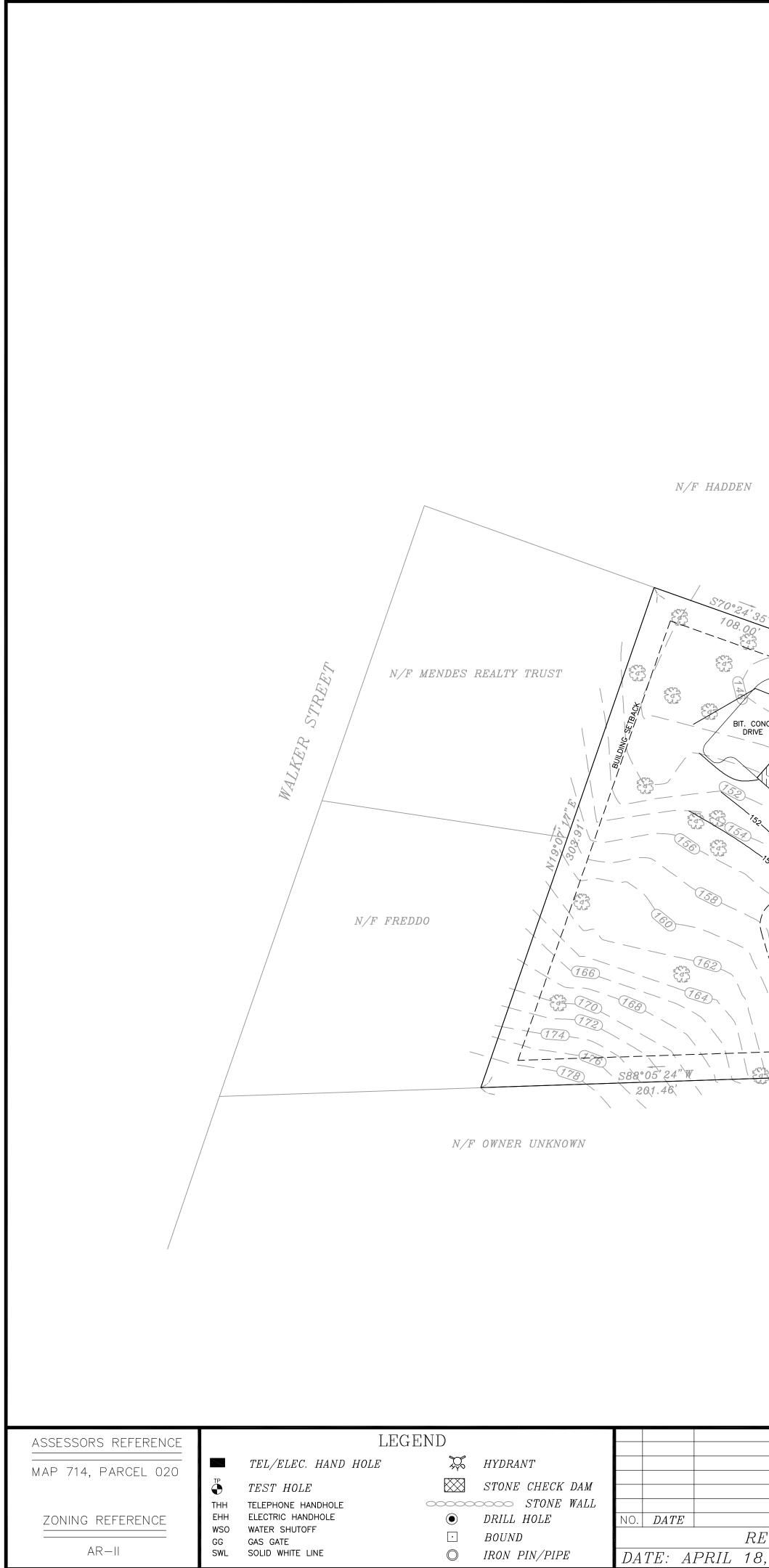
I CERTIFY THAT 20 DAYS HAVE PASSED SINCE PLANNING BOARD APPROVAL AND NO APPEAL HAS BEEN FILED IN THIS OFFICE.

DATE : _____

TOWN CLERK OF MEDWAY

"TOWN LINE ESTATE"

ES	<u>SITE LOCATION:</u> 22 POPULATIC STREET MEDWAY, MASSACHUSETTS <u>PREPARED FOR:</u> ROBERT & LISA LAPINSKY	SITE	RY SUBDIVIS & UTILITY Y, MASSACHUS	PLAN
	62 ALLSTON AVE.	SHEET NO.	SCALE	JOB NO.
	<i>WORCESTER, MASSACHUSETTS</i>	4	1"=40'	5332



REFERENCE REVISIONS	Engineer: <i>L.A.L. Engineering Group</i> DESIGN ~ PERMITTING PEER REVIEW LAYOUT <i>730 Main St, Suite 1F</i> <i>Millis MA 02054</i> P: (781) 248-1133 F: (508) 376-8440	Surveyor: ROD CARTER ASSOCIATE LAND SURVEYORS 15 PLEASANT STREET UPTON, MA 01568 508-529-7632
CONC. DRIVE		Surveyor:
N (SEÉ DET	N/F CRAWSHAW ALL DISTURBED AREAS (TYPICAL) K MODIFIED L SUBBASE (AIL SHEET) 140 140 140 140 140 140 140 140	CONNECT TO EXIST SWALE 2' DRAINAGE 40' LEVEL SI EL=136.50 EXISTING INF AREA 1,500 S.F. DRAINAGE EA

REFERENCE	
EVISIONS	
, 2017	

P: (781) 248-1133 F: (508) 376-8440

T GRADE

ONC. ROADWAY

LE

AGE SWALE

SPREADER

INFILTRATION

EASEMENT

AGE SWALE

2.42'

APPROVED BY THE MEDWAY PLANNING BOARD. *DATE* : _____

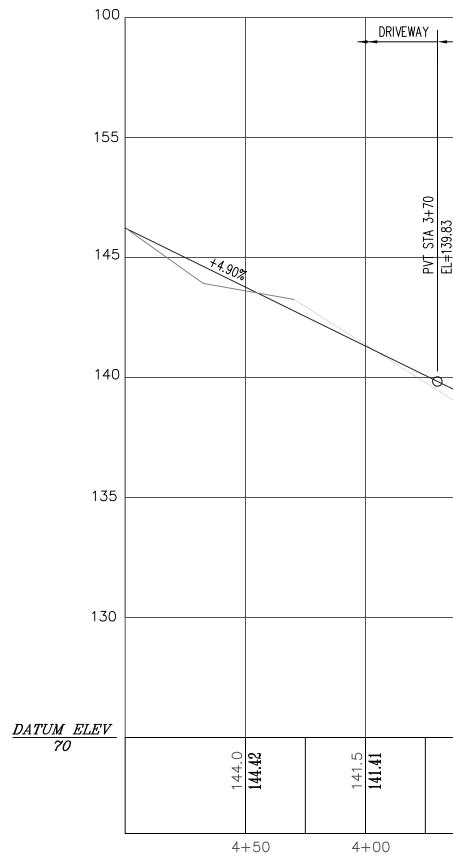
I CERTIFY THAT 20 DAYS HAVE PASSED SINCE PLANNING BOARD APPROVAL AND NO APPEAL HAS BEEN FILED IN THIS OFFICE.

DATE : _____

TOWN CLERK OF MEDWAY

"TOWN LINE ESTATE"

ES	<u>SITE LOCATION:</u> 22 POPULATIC STREET MEDWAY, MASSACHUSETTS <u>PREPARED FOR:</u> ROBERT & LISA LAPINSKY	PRELIMINARY SUBDIVISION PLAN GRADING & DRAINAGE PLAN MEDWAY, MASSACHUSETTS					
	62 ALLSTON AVE.	SHEET NO.	SCALE	JOB NO.			
	<i>WORCESTER, MASSACHUSETTS</i>	5	1"=40'	5332			



ASSESSORS REFERENCE				
WINT 711, TAROLL 020				
ZONING REFERENCE		NO.	DATE	REFERENCE
				REVISIONS
AR-II		DA	TE: MA	ARCH 7, 2016

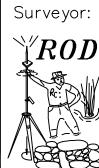
		140 0	' VC —										
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TANNERY WAY PROFILE

SCALE: HORIZONTAL 1"=40' VERTICAL 1"=4'

L.A.L. Engineering Group DESIGN ~ PERMITTING PEER REVIEW LAYOUT

730 Main St, Suite 1F Millis MA 02054 P: (781) 248-1133 F: (508) 376-8440



LAND SURVEYORS 15 PLEASANT STREET UPTON, MA 01568 508-529-7632

APPROVED BY THE MEDWAY PLANNING BOARD. DATE : _____

I CERTIFY THAT 20 DAYS HAVE PASSED SINCE PLANNING BOARD APPROVAL AND NO APPEAL HAS BEEN FILED IN THIS OFFICE.

DATE : _____

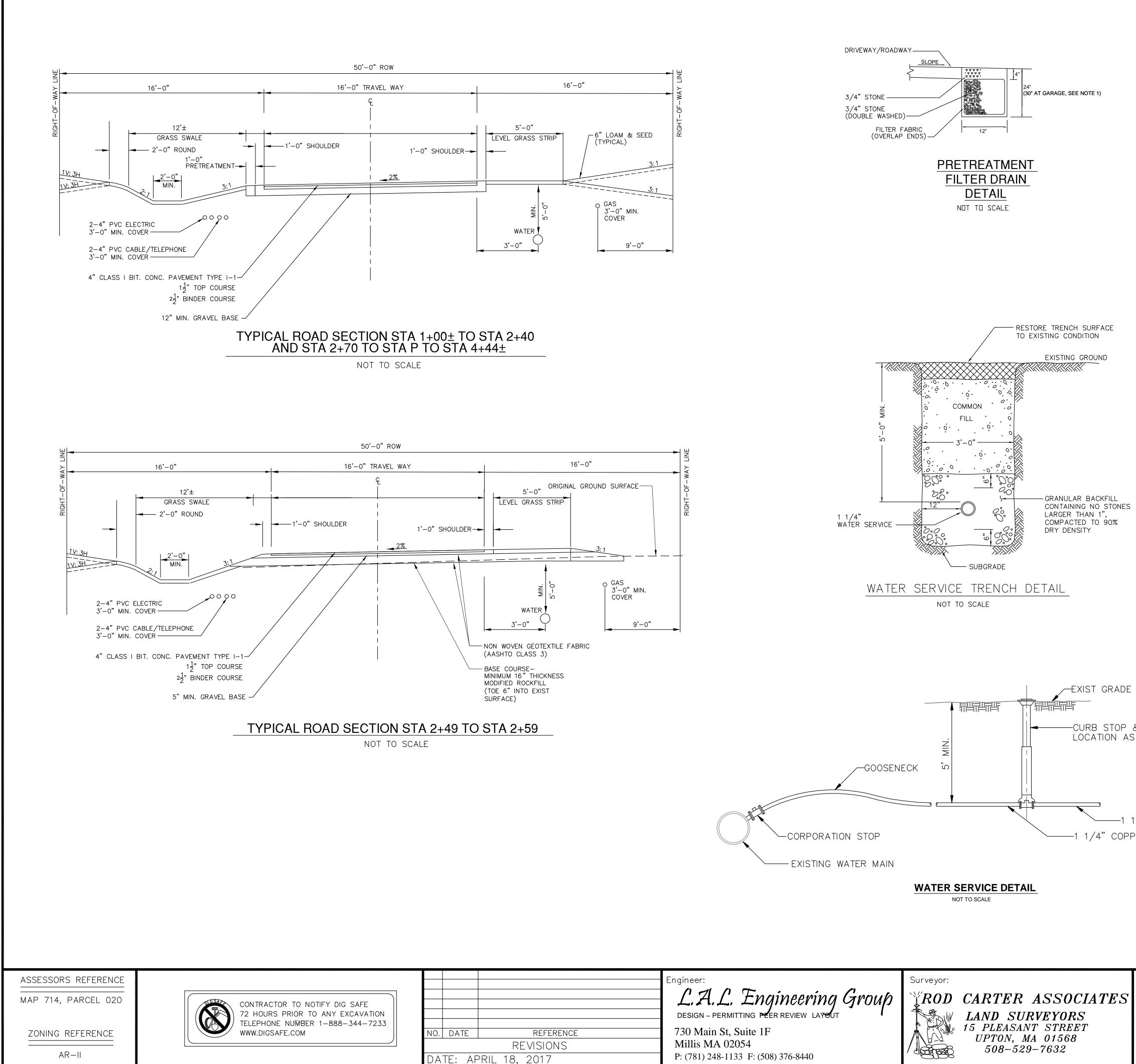
TOWN CLERK OF MEDWAY

"TOWN LINE ESTATE" Surveyor: Surveyor: Surveyor: SITE LOCATION: 22 POPULATIC STREET MEDWAY, MASSACHUSETTS PRELIMINARY SUBDIVISION PLAN PROFILE <u>PREPARED FOR:</u> ROBERT & LISA LAPINSKY 62 ALLSTON AVE. WORCESTER, MASSACHUSETTS MEDWAY, MASSACHUSETTS SHEET NO. SCALE JOB NO.

6

AS NOTED

5332



GENERAL NOTES

1. ALL CONSTRUCTION OF ALL SITE ELEMENTS SHALL MEET THE REQUIREMENTS OF THE TOWN OF MEDWAY, AND THE MASSDOT FOR WORK WITHIN THE ROADWAY RIGHT-OF-WAY. THE CONTRACTOR SHALL OBTAIN ANY PERMITS NOT PROVIDED BY THE OWNER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN THESE DOCUMENTS AND BE AWARE OF THEIR REQUIREMENTS PRIOR TO CONSTRUCTION.

2. LOCATION OF EXISTING UNDERGROUND UTILITIES/OBSTRUCTIONS/SYSTEMS SHOWN HEREON ARE APPROXIMATE ONLY. ALL UTILITIES/OBSTRUCTIONS/SYSTEMS MAY NOT BE SHOWN. LOCATE AND PROTECT ALL UNDERGROUND UTILITIES/OBSTRUCTIONS/SYSTEMS, WHETHER OR NOT SHOWN HEREON.

3. EMPLOY A LICENSED PROFESSIONAL LAND SURVEYOR TO LAY OUT BUILDING AND SITE FOR CONSTRUCTION.

4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION PLANNING, TRAINING, METHODS AND JOB SITE SAFETY.

5. REPAIRS AND/OR REPLACEMENT OF ANY EXISTING ITEMS DAMAGED DURING CONSTRUCTION THAT ARE NOT DESIGNATED FOR DEMOLITION AND/OR REMOVAL HEREON ARE THE RESPONSIBILITY OF THE CONTRACTOR. REPAIR SUCH DAMAGE TO THE SATISFACTION OF THE OWNER(S).

6. PRIOR TO IMPLEMENTATION, SEEK ENGINEERING REVIEW AND APPROVAL OF ANY INTENDED REVISION OF HORIZONTAL AND/OR VERTICAL DESIGN LOCATION OF IMPROVEMENTS SHOWN HEREON.

7. PROMPTLY NOTIFY TOWN OF MEDWAY UPON COMMENCEMENT OF CONSTRUCTION IN ORDER TO ENSURE THAT REQUIRED INSPECTIONS ARE PERFORMED IN A TIMELY AND EFFICIENT MANNER.

8. NOTIFY ENGINEER UPON DISCOVERY OF UNFORESEEN SURFACE OR SUBSURFACE CONDITIONS THAT MAY IMPACT SITE CONSTRUCTION, REGULATORY APPROVAL OR FUNCTION.

9. INSTALL FINISH RIM ELEVATIONS TO MATCH FINISH PAVEMENT, GRADING, OR LANDSCAPING SURFACE, UNLESS SPECIFICALLY INDICATED OTHERWISE.

10. PLUG/CAP/FILL EXISTING UTILITY LINES/STRUCTURES THAT ARE TO BE CUT/BROKEN DOWN/ABANDONED, IN ACCORDANCE WITH UTILITY OWNER REQUIREMENTS.

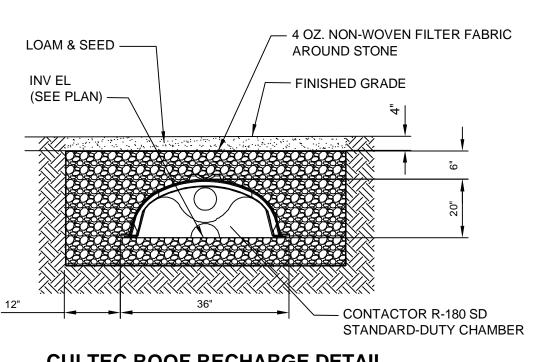
11. INSTALL EROSION CONTROL MEASURES, SUCH AS SILT FENCE OR HAY BALES AS MAY BE SHOWN HEREON, BEFORE EARTH DISTURBANCE OCCURS.

12. ALL SYSTEM COMPONENTS SHALL BE MARKED WITH MAGNETIC MARKING TAPE OR A COMPARABLE MEANS IN ORDER TO LOCATE THEM ONCE BURIED.

13. THE DESIGNER MUST PREPARE AND SUBMIT AN AS-BUILT PLAN OF THE INSTALLED WORK.

-CURB STOP & BOX LOCATION AS DIRECTED

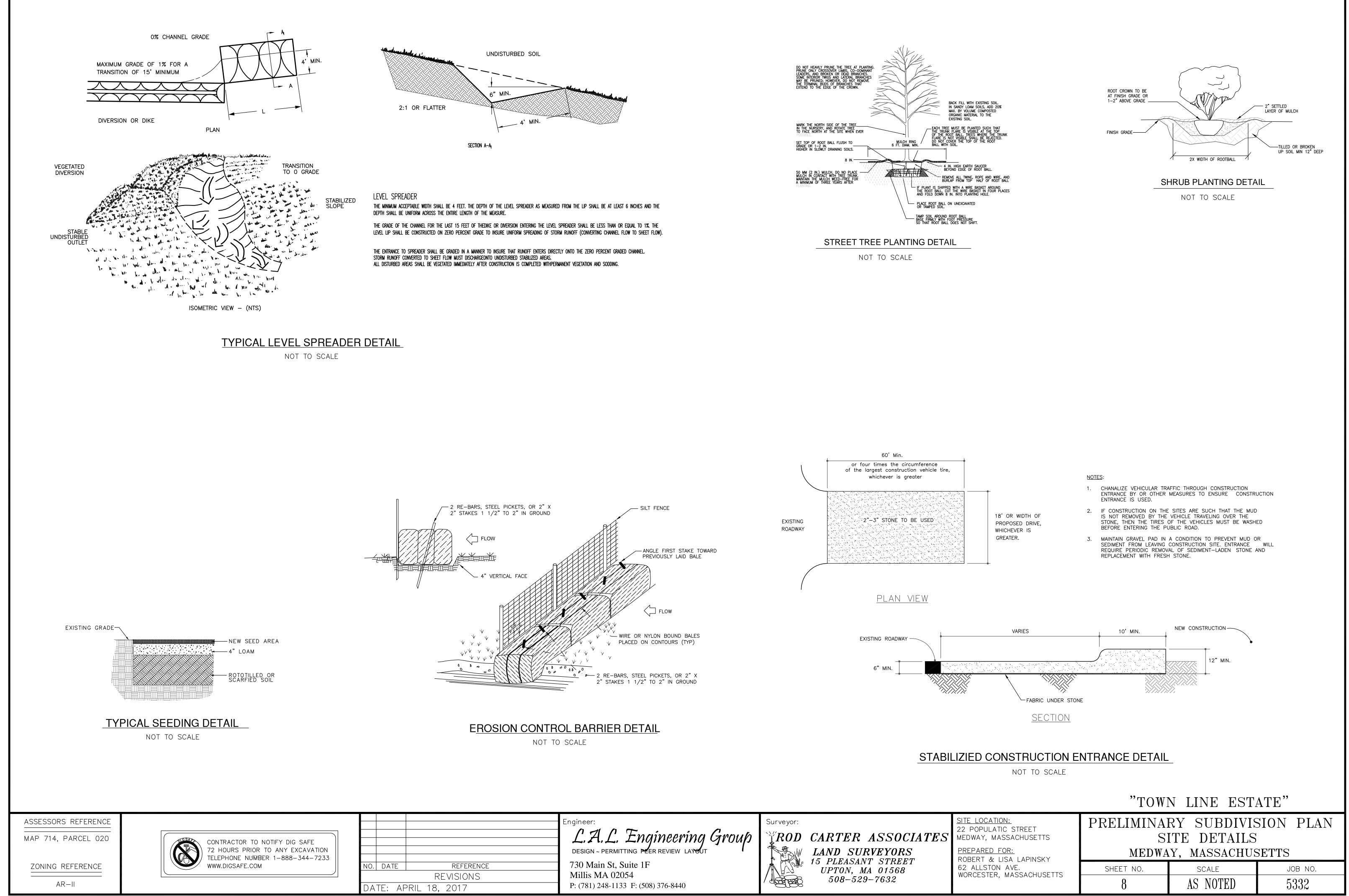
—1 1/4" PL -1 1/4" COPPER TUBE (TYPE "K")

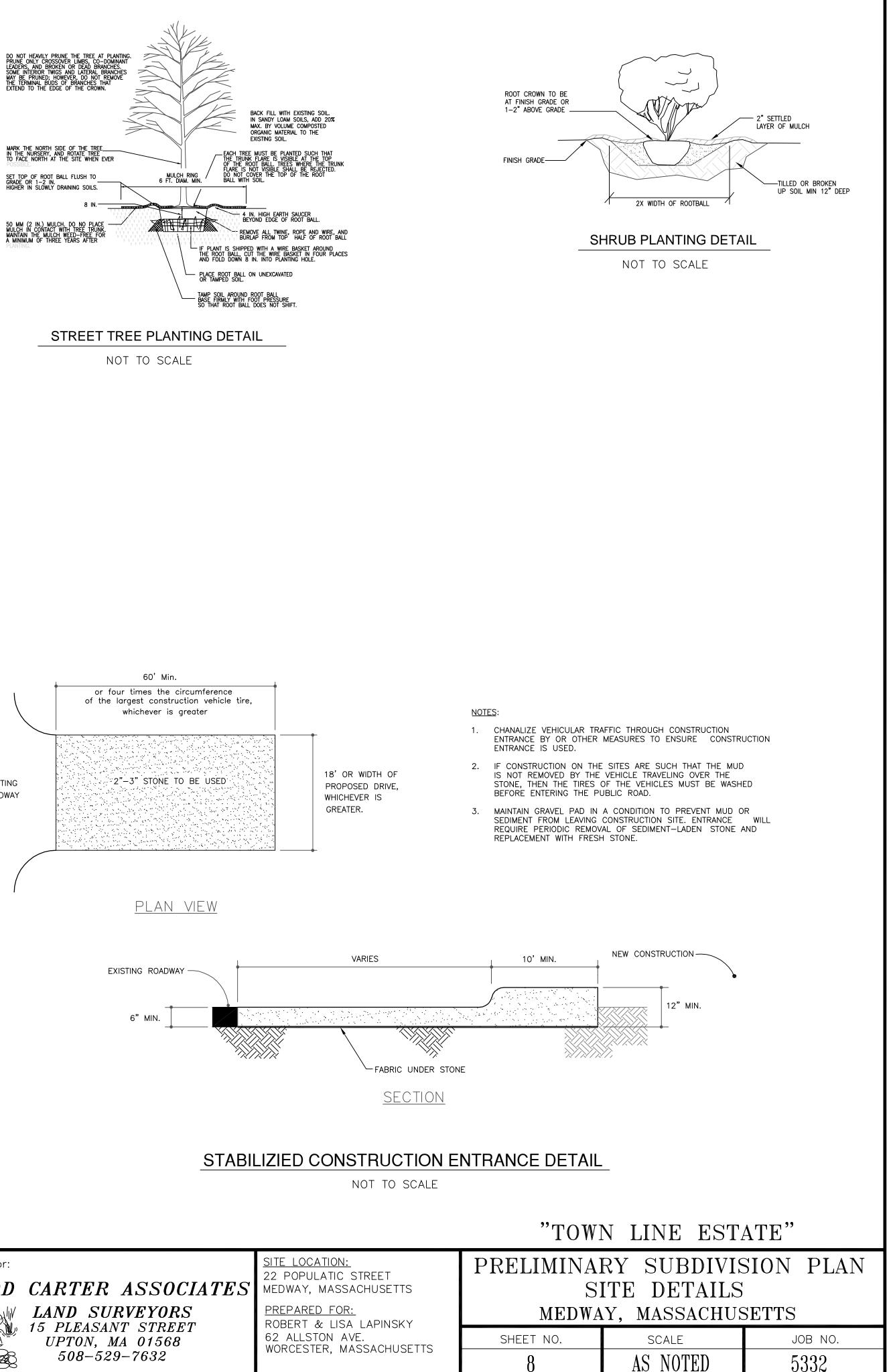


CULTEC ROOF RECHARGE DETAIL

NOT TO SCALE

		"TOW]	N LINE EST	ATE"
ES	<u>SITE LOCATION:</u> 22 POPULATIC STREET MEDWAY, MASSACHUSETTS <u>PREPARED FOR:</u> ROBERT & LISA LAPINSKY	SITE DETAI	RY SUBDIVIS ILS & GENEI IY, MASSACHUS	RAL NOTES
	62 ALLSTON AVE. WORCESTER, MASSACHUSETTS	SHEET NO.	SCALE	JOB NO.
	WORGESTER, MASSACHUSETTS	7	AS NOTED	5332





Development Impact Report (DIR) PLANNING BOARD – Town of Medway, MA

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The DIR is intended to serve as a guide to the applicant in formulating their development proposal, as well as a guide to the Planning Board in evaluating the proposed Subdivision Plan in the context of existing conditions and the Town's planning efforts. The DIR should be prepared as early in the design process as possible, even if certain aspects are unknown at that time.

The DIR seeks to raise the broad range of issues generally association with a subdivision development plan in a form and in language that is understandable to the layperson. The DIR shall identify and assess development impacts that could possibly be avoided or mitigated if recognized early in the development process. Other portions of the DIR request information that will help the Town plan ahead to provide adequate services in the future.

The DIR shall be filed with an application for approval of a Preliminary and a Definitive Subdivision Plan. It shall clearly and methodically assess the relationship of the proposed development to the natural, physical, and social environment of the surrounding area. In preparing the DIR, a systematic interdisciplinary approach shall be utilized to include professionals in the natural and social

sciences and environmental design arts.

1. Name of Proposed Subdivision: Town Line Estate

2. Location: 22 Populatic Street

3. Name of Applicant (s): Robert & Lisa Lapinsky

4. Brief Description of the Proposed Project: Two (2) Lot Residential Subdivision of

an existing 2.92 Ac. Parcel. Project will retain the existing Single-family home and add one (1)

Buildable Lot with private access drive.

5. Name of Individual Preparing this DIR Clifford Carlson, P.E.

Address: 80 Woburn St, Andover, Ma

Phone: (978) 390-1163

Professional Credentials: P.E. Reg. # 28343

F-1 SITE DESCRIPTION

6. Total Site Acreage: 2.92

Approximate Acreage	At Present	After Completion
Meadow/brushland (non-agricultural)		
Forested	2.22	1.09
Agricultural (includes orchards, croplands, pasture)		
Wetlands		
Water Surface Area		
Flood Plain		
Unvegetated (rock, earth or fill)		· · · · · · · · · · · · · · · · · · ·
Roads, buildings and other impervious surfaces	0.07	0.33
Other (indicate type) Lawn/Yard	0.63	1.50
TOTAL	2.92	2.92

7. Present permitted and actual land use by percentage of the site.

Uses	Percentage
Industrial	
Commercial	
Residential	100
Forest	
Agricultural	
Other (specify)	

8. List the zoning districts in which the site is located and indicate the percentage of the site in each district. *NOTE – Be sure to include overlay zoning districts.*

Zoning District	Percentage
Agricultural-Residential II (AR-II)	100

9. Predominant soil type(s) on the site: <u>Hinckley Sandy Loam & Windsor Loamy Sand</u>

Soil Drainage (Use the U.S. Soil Conservation Service's definition)

Soil Type	% of Site		
Well drained	100		
Moderately well drained			
Poorly drained			

F-2	
10.	Are there any bedrock outcroppings on the site?

If yes, specify:

11. Approximate percentage of proposed site with slopes between:

Slope	% of Site	
0 – 10%	66	
10 – 15%	18	
Greater than 15%	16	

12. In which of the Groundwater Protection Districts is the site located?

Zone(s) 2 Proximity to a public well: 440' feet

13. Does the project site contain any species of plant or animal life that is identified as rare or endangered? (*Consult the Massachusetts Heritage Program and the Medway Conservation Commission for information.*) _____ Yes __X__ No

If yes, specify:

14. Are there any unusual site features such as trees larger than 30 inches, bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formations or granite bridges?

Yes X No
If yes, specify:
15. Are there any established foot paths running through the site or railroad right of ways?YesX_No
If yes, please specify:
 16. Is the site presently used by the community as an open space or recreation area?YesX_No
If yes, please specify:
17. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view?YesXNo
If yes, please specify:

 Are there wetlands, lakes, pond, streams or rivers within or contiguous to the site? Yes X No
If yes, please specify:
19. Is there any farmland or forest land on the site protected under Chapter 61A or 61B of the Massachusetts General Laws? Yes X
If yes, please specify:
20. Has the site ever been used for the disposal of hazardous waste? Has a 21E study been conducted for the site? Yes X No
If yes, please specify:
21. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste?YesX_No If yes, please specify:
22. Does the project location contain any buildings or sites of historic or archaeological significance? (Consult with the Medway Historical Commission)
If yes, please describe:
23. Is the project contiguous to or does it contain a building located in a national register historic district?
If yes, please describe:

CIRCULATION

(0)

F 0

24. What is the expected average weekday traffic and peak hour volumes to be generated by the proposed subdivision?

Average weekday traffic	10 Vehicle Trips	
Average peak hour volumes – morning	1.35 (Enter & Exit)	
Average peak hour volumes - evening	1.70 (Enter & Exit)	

B. Describe the how the proposed stormwater management system will operate and how the existing stormwater patterns will be altered:

The existing stormwater pattern shows the site low point acting as an infiltration basin for all portions of the site and some surrounding areas. The proposed stormwater pattern will mimic/retain this feature. Stormwater from the proposed road will be conveyed through roadside grass swales and maintain the infiltration/groundwater recharge that exists today. The proposed runoff will meet the quality as outlined in the 2008 Ma DEP Stormwater Policy.

- C. Will a NPDS Permit be required? _____Yes X No
- 33. Please estimate the response time of the Fire Department to this site: (*Please consult with the Fire Department*): _____ < 4 min
- 34. Schools
 - A. Projected number of new school age children: 2
 - B. Distance to nearest elementary school: 5,000'

MEASURES TO MITIGATE IMPACTS - Please attach a brief description of the measures that haven been taken during subdivision design and will be taken during subdivision construction for each of the following:

- 35. Maximize stormwater infiltration and groundwater recharge
- 36. Prevent surface and groundwater contamination
- 37. Reduce detrimental impacts to water quality
- Maintain slope stability and prevent erosion
- 39. Conserve energy
- 40. Preserve wetlands
- 41. Preserve wildlife habitats, outstanding ecological or botanical features
- 42. Protect scenic views
- 43. Retain natural landscape features
- 44. Design street layouts to facilitate southern orientation of houses
- 45. Use curvilinear street patterns
- 46. Promote pedestrian and bicycle access and safety
- 47. Reduce the number of mature trees to be removed
- Provide green belt/buffer areas
- 49. Preserve historically important structures and features on the site
- 50. Retain natural valley flood storage areas
- 51. Minimize the extent of waterways altered or relocated
- 52. Reduce the volume of cut and fill
- 53. Minimize the visual prominence of man-made elements even if necessary for safety or orientation
- 54. Minimize municipal maintenance frequency and costs
- 55. Reduce building site frontages or driveway egresses onto primary or secondary streets

In describing each of the above, please use layman's terms where possible while still being accurate and comprehensive. Where appropriate, please use graphic illustrations. Identify data sources, reference materials and methodology used to determine all conclusions.

Measures to Mitigate Impacts

Form F -35-55

35. Maximize stormwater infiltration and groundwater recharge

The sandy nature of the on-site soils promotes the maximization of on-site infiltration. The site has no current discharge of stormwater run-off; all runoff is retained on site and infiltrated at the site low point. By retaining this infiltration area, and allowing no off-site stormwater discharge, stormwater infiltration and, sub sequentially, groundwater recharge will be maximized.

(See Attachment A)

36. Prevent surface and groundwater contamination

There is no discharge to surface waters proposed as part of this project. The project will be designed to meet the water quality requirements of the DEP 2008 Stormwater Policy. Stormwater runoff will be routed through a Best Management Practice (BMP)" treatment train" of Grass swales, check dams and infiltration.

37. Reduce detrimental impacts to water quality

The project will be designed to meet the water quality requirements of the DEP 2008 Stormwater Policy. Stormwater runoff will be routed through a Best Management Practice (BMP) treatment "train" of Grass swales, check dams and infiltration.

38. Maintain slope stability and prevent erosion

Erosion Control barrier will be installed at the toe of slope, adjacent to the on-site infiltration area to ensure infiltration integrity during construction. All disturbed areas will be seeded to prevent erosion and maintain long term stability.

39. Conserve energy

The proposed home associated with Lot 2 will be constructed under both the most current, 8th Edition, of the IBC Building Code, and the Board of Building Regulations and Standards (BBRS) Stretch Code as required by the Medway Building Department. The implementation of both codes will ensure the highest level of energy conservation.

40. Preserve wetlands

The National Wetland Inventory and Ma Department of Environmental Protection (DEP) mapping shows no wetland resource areas/Buffer zones within the project area. On Site review of the Parcel reveals there confirms are no wetland resource areas, no wetland Indicator plants and no hydric soils (project Low Point). (See Attachment B)

41. Preserve wildlife habitats, outstanding ecological or botanical features

To ensure minimize land disturbance, and subsequent protection of habitats and ecological features, the proposed subdivision utilizes a reduced width roadway, designed to be the minimum design width (18') allowed under Medway Regulations, that is designed to follow the existing site topography and by maximizing the land allotted to the one (1) new lot proposed lot. Under the zoning dimensional regulations for this area (AR-II), 22,500 s.f. lot sizes are allowed; by providing only one (1) new 1.7 Acres (71,880 s.f.) lot, the land disturbances and development density are minimized.

This combination of minimized roadway width and large single-family lot area provides for minimal impacts to the existing land/habitat and, furthermore, the development will prevent the use of the area for any future, more dense, development that would necessitate more land disturbance.

42. Protect scenic views

By combining a low density, one-lot development with a minimal width roadway designed to match the existing land topography, all existing scenic views will be maintained.

43. Retain natural landscape features

The proposed subdivision utilizes a reduced width roadway, designed to be the minimum design width (18') allowed under Medway Regulations, that is designed to follow the existing site topography and by maximizing the land allotted to the one (1) new lot proposed lot. Under the zoning dimensional regulations for this area (AR-II), 22,500 s.f. lot sizes are allowed; by providing only one (1) new 1.7 Acres (71,880 s.f.) lot, the land disturbances and development density are minimized.

This combination of minimized roadway width and large single-family lot area provides for minimal impacts to the existing land/habitat and, furthermore, the development will prevent the use of the area for any future, more dense, development that would necessitate more land disturbance.

44. Design street layouts to facilitate southern orientation of houses

The proposed limited (260') street length provides for a large usable lot size (1.7 Acres) which, in turn, allows for the proposed home to be situated with a southern orientation.

45. Use curvilinear street patterns

The proposed roadway has a curvilinear design.

46. Promote pedestrian and bicycle access and safety

Pedestrian and bicycle access will be minimal due to only one (1) new lot being located on the proposed roadway and the roadway being a dead end private road. The roadway does meet the design requirements of Section 5.2.5 of the Mass DOT Design manual for Shared Accommodation roadways where *"the traffic volumes and vehicle speeds will be low enough, now and in the future, so that all pedestrians can comfortably use the street".*

The roadway width (18') can safely allow the passage of vehicles and pedestrians based on the anticipated traffic volume of 10 weekday trips (per ITE Trip Generation Manual) for the one (1) residential lot.

47. Reduce the number of mature trees to be removed

By utilizing the narrowest allowable roadway (18') with no sidewalks, incorporating an existing roadside swale, and associated on site infiltrating "valley" drainage area, along with utilizing a "Hammerhead" turn around as opposed to a paved cul-de-sac, mature tree removal will be kept to a minimum.

48. Provide green belt/buffer areas

Unutilized areas within the proposed Right-of-Way will be left in a natural state; street trees will be added to provide additional greenery to areas between street line and residential lots. The proposed lot size far exceeds the minimum allowed lot size and will result in retaining a significant portion of on lot trees between abutting lots.

49. Preserve historically important structures and features on the site N/A.

No historic structures or features located on site.

50. Retain natural valley flood storage areas

The current owners of the property have mentioned the site was used for gravel mining previous to its transformation to residential in 1961. The National Resource and Conservation Service (NRCS) mapping confirms the presence to "Excessively Drained" Windsor and Hinckley type soils. The site contains a "valley" type feature located to the rear of the existing house and adjacent to the proposed roadway. This "valley" low point serves as an infiltration area and will be retained and utilized under the proposed design.

51. Minimize the extent of waterways altered or relocated

N/A.

No waterways exist on site.

52. Reduce the volume of cut and fill

The proposed roadway is designed to mirror the existing on site slopes to ensure a natural integration into the landscape and minimization of cut and fills.

53. Minimize the visual prominence of man-made elements even if necessary for safety or orientation

Man-made elements will be limited to horizontal roadway features such as Bituminous Concrete roadway, water gate valves and electric handholes. These elements do not present a visual prominence. There will be no man-made vertical (prominent) visual elements beyond the street sign.

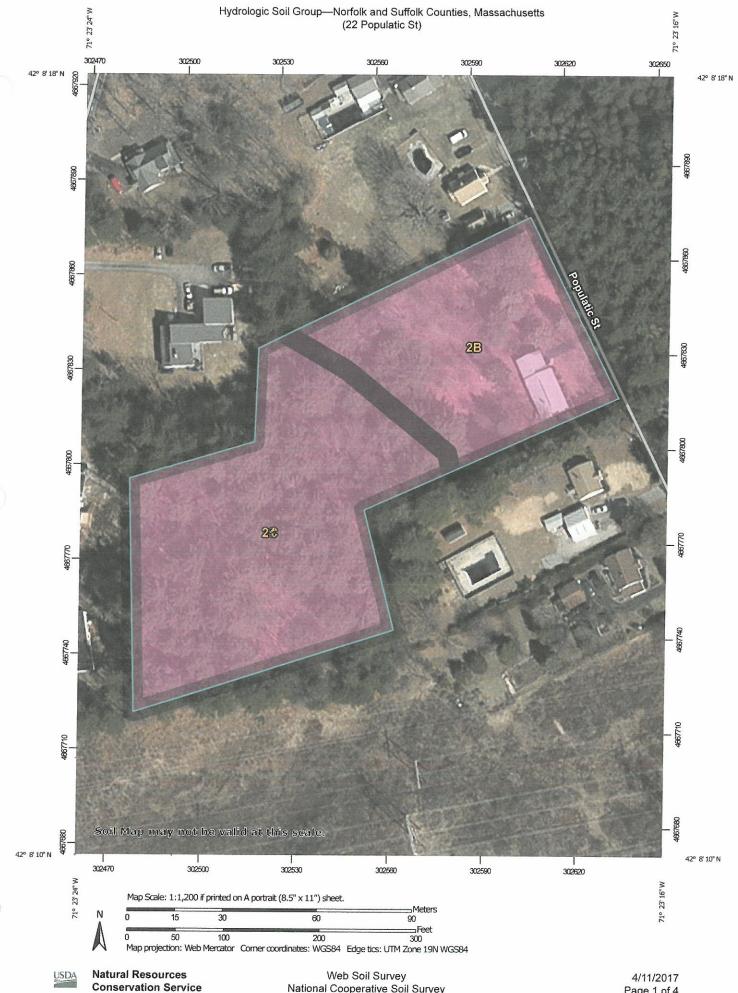
54. Minimize municipal maintenance frequency and costs

The roadway is proposed to be a Permanent Private Way. All Maintenance costs will be the responsibility of the owner of Lot 2.

55. Reduce building site frontages or driveway egresses onto primary or secondary streets

Though the project will not reduce the number of driveway openings onto Populatic St., the project proposes only one (1) new egress. St. The length of Populatic St from Walker St to the Franklin Town Line is approximately 1700'. Along that length there are only 13 existing driveway opening on to the roadway. The addition of one (1) additional opening onto Populatic St., which will service only one home, will not change the low density driveway egress character of this roadway.

Attachment A Soils Data



Page 1 of 4

National Cooperative Soil Survey

Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Norfolk and Suffolk Counties, Massachusetts (MA616)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
245C	Hinckley loamy sand, 8 to 15 percent slopes	A	1.7	61.9%
255B	Windsor loamy sand, 3 to 8 percent slopes	A	1.1	38.1%
Totals for Area of Inter	est		2.8	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

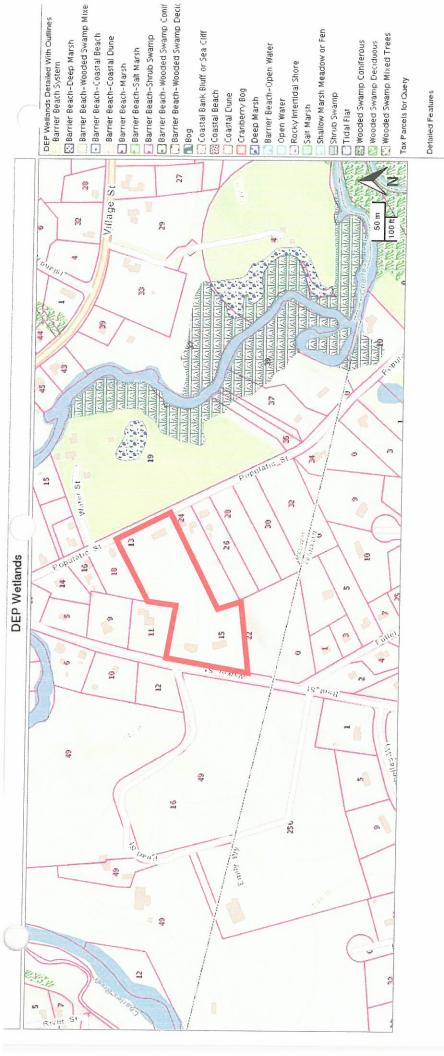
Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

USDA

Attachment B Wetland Data

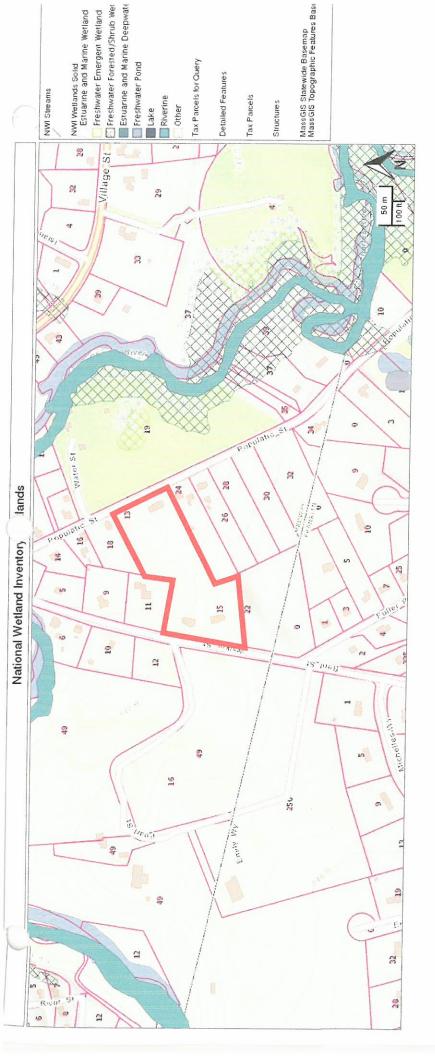
C



MassGIS Statewide Basemap MassGIS Topographic Features Basemap

Tax Parcets

Structures



MEMO TO: Susy Affleck-Childs

FROM: Gino D. Carlucci, Jr.

DATE: February 7, 2017

RE: Groundwater Protection District and 22 Populatic Street

I have reviewed the materials provided by Jeff Kane regarding a proposed development at 22 Populatic Street as well as the Groundwater Protection District (GPD bylaw). The concern is that the proposed private right-of-way does not meet the maximum 15% impervious surface allowed by the GPD bylaw without a special permit.

Section 5.6.3 E.3.e of the GPD bylaw lists uses that render impervious more than 15% or 2500 square feet of any "lot" as one requiring a special permit from ZBA. MGL Chapter 41 Section 81L defines "lot" as:

'Lot" shall mean an area of land in one ownership, with definite boundaries, <u>used, or</u> <u>available for use, as the site of one or more buildings.</u>

The Medway Zoning Bylaw definition is similar: "A single area of land in one ownership defined by bounds or boundary lines in a recorded deed or shown on a recorded plan." This definition stops short of adding the purpose, that is, being available as the site of a building. However, the Zoning Bylaw also defines "Lot Area" as "The total area of a lot, not including the area of any street rights-of-way." In my opinion, the exclusion of street rights-of-way from the lot area is due to the fact that such area cannot be used as a building site.

Furthermore, by definition, no street right-of-way could meet the maximum 15% impervious surface. As noted by Mr. Kane, even the narrowest allowed pavement width of 18 feet within a 50-foot ROW would require nearly 40% impervious surface. No such right-of-way created in Medway has ever been subject to the requirement to obtain a special permit from ZBA to exceed the 15% maximum.

Therefore, my conclusion is that by virtue of past practice and the apparent intent of the Groundwater Protection District bylaw, the right-of-way as proposed by Mr. Kane would not be subject to a special permit to exceed 15% maximum impervious surface.

May 9, 2017

To the Town of Medway Planning and Economic Development Board

Dear Board Members:

As Medway residents and land owners of the directly adjacent and impacted properties, we are opposed to the proposed subdivision plan located at 22 Populatic Street (Map 71, Parcel 20) also known as the Town Line Estates Subdivision, scheduled for discussion at Board meeting on May 9, 2017.

We respectfully ask for a denial of the application to subdivide this parcel not because we are antigrowth but because we are enthusiastic supporters of smart, planned land development in Medway. Our most compelling reasons include:

- 1. Wildlife and biological impact; this heavily wooded area provides important habitat for wildlife including turkey, deer, fox, owl and hawk.
- 2. Interference with our rights as property owners, specifically our rights to privacy as well as the use and enjoyment of our respective homes and property.
- 3. As property owners of adjacent properties, we stand to incur damages that are different from the Medway community in general, including specific damage to our property values.
- 4. We stand to incur damage to our property which derogates from our reasonable use and enjoyment. Those damages include the potential for storm water issues, increased noise and crime, fire and general decrease in home value.
- 5. With regard to the potential for fire, we understand petitioner has requested a waiver from installation of water main and hydrant as well as requested waiver from required installation of fire alarm system.
- 6. With regard to storm water, we understand petitioner has requested waiver from requirement that detention/retention basins and any related drainage structures be located on separate parcels and shall not be included on individual house/building lots.
- Also with regard to storm water, we understand petitioner has requested waiver from required 30' setback from property line.
- 8. We understand this site is located within a zone II groundwater protection area.
- 9. There is no particular condition of the petitioner's existing property that will create a hardship for the petitioner if some relief is not granted.

Within the plan, petitioner has noted that repairs and/or replacement of any existing items damaged during construction that are not designated for demolition and/or removal hereon are the responsibility of the contractor. If petitioner's application is not denied, we respectfully request that petitioner be held personally responsible for any and all damage incurred.

In summary, we believe the proposed subdivision will have a significant impact on the character and quality of our neighborhood. For the foregoing reasons, we the undersigned urge you to vote against this proposed subdivision plan.

May 9, 2017

To the Town of Medway Planning and Economic Development Board (page 2)

Respectfully submitted:

Name	Address	Phone	Signature
STEVE FREDDO	15 WALKER ST NEES WAY	813-541-229	o Strado
SACQUIE FREDDO	15 WALKER ST	813-541-2291	Honz
Was Du Bois	11 WALKER ST.	781-571-6346	Mel In Boz
Kelly DuBois	11 Walker St.	508-380-8266	Keen DiBos
John Carter	13 Walker Street	617-899-7908	surat
JENN CARTER	13 WALKER ST	508-321-1741	Angel Casta
			00



May 9, 2017 Medway Planning & Economic Development Board Meeting

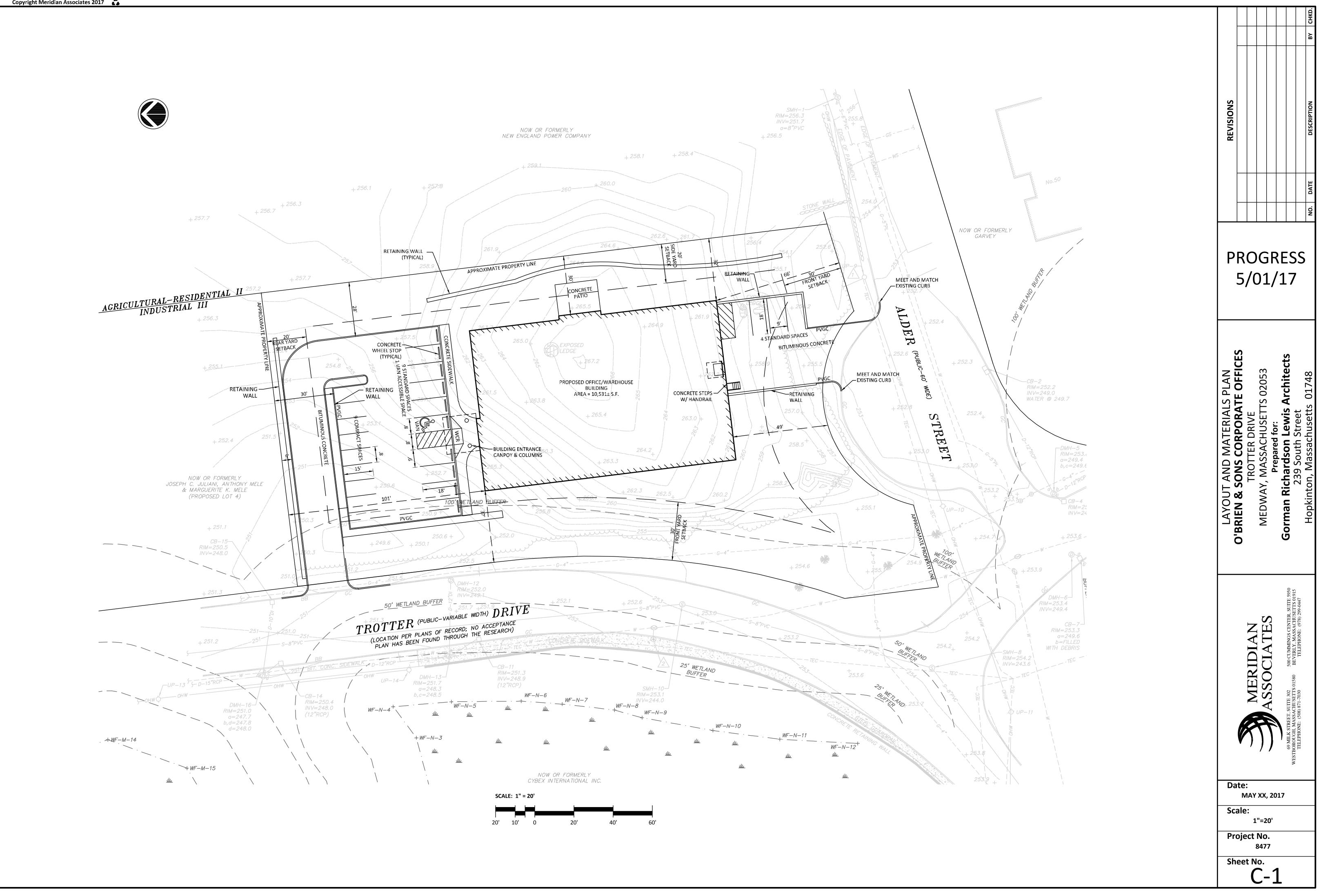
Informal, Pre-Application Site Plan Discussion O'Brien and Sons (Outdoor Recreation Equipment) <u>17 Trotter Drive</u>

 Concept plan dated May 1, 2017 by Meridian Associates

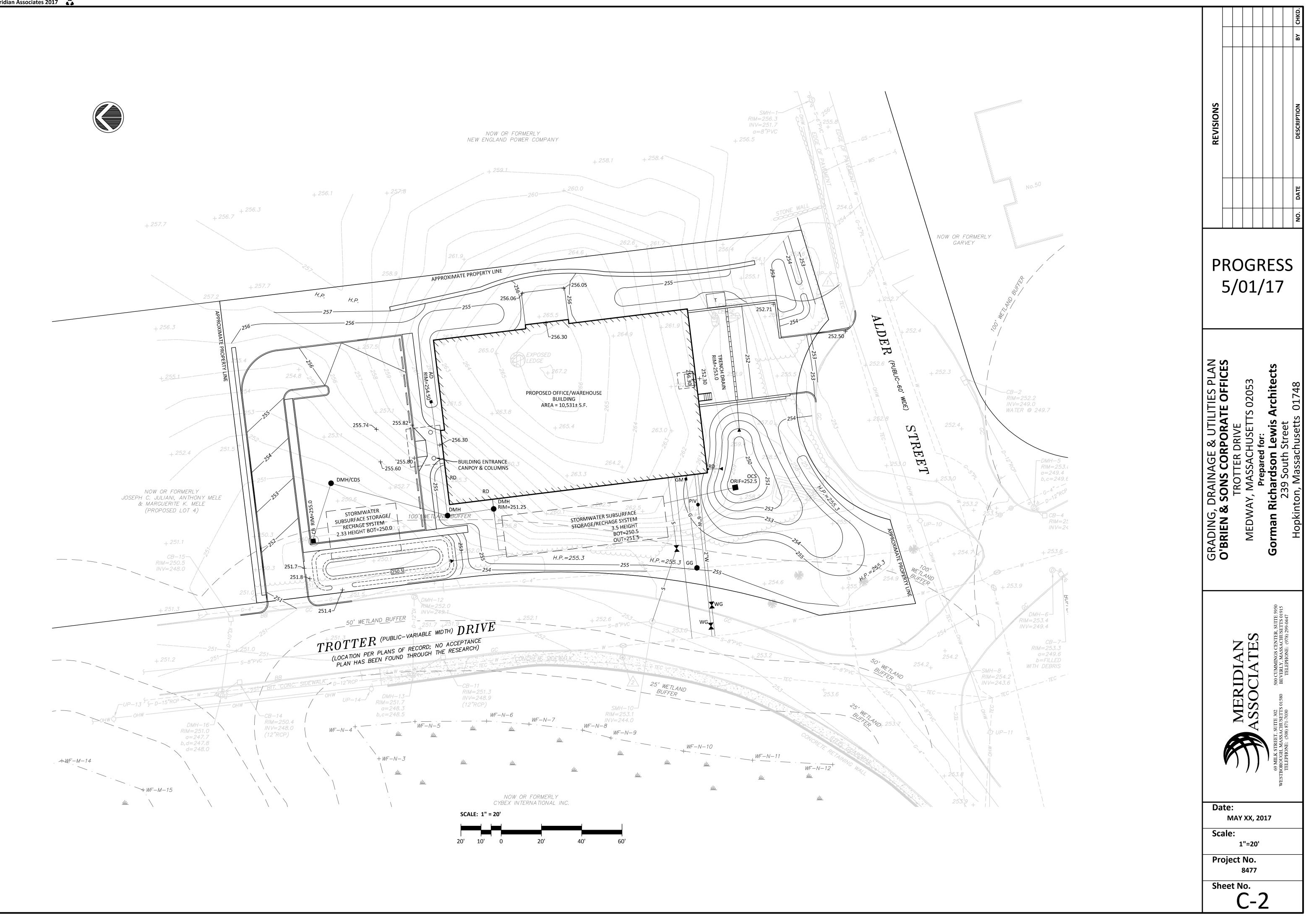
O'Brien and Sons has been located in Medfield for many years. Please check out their web site at: http://www.obrienandsons.com/

They are purchasing this 1+ acre parcel that was recently created through the ANR of the Tony Mele property on Trotter Drive and Alder Street and plan to relocate their operation to Medway with a 10,531 sq. ft. office/warehouse building.

Representatives of the O'Brien family will attend along with Mark Beaudry of Meridian Engineering, and Scott Richardson and Anita Sandberg of Gorman, Richardson & Lewis Architects.











May 9, 2017 Medway Planning & Economic Development Board Meeting

<u>Glen Brook Way – Multifamily Housing</u> 40B Comprehensive Permit Application

- 4-28-17 Notification of the ZBA's receipt of a 40B Comprehensive Permit application from Metro West Collaborative Development, Inc. and request for comments from Town boards and staff. Comments requested by 5/15/17. Public hearing will begin 5/17/17. This is a "friendly" 40B development.
- Comprehensive Permit application

Susan Affleck-Childs

From:	Mackenzie Leahy
Sent:	Friday, April 28, 2017 8:43 AM
То:	Allison Potter; Beth Hallal; Bridget Graziano; Carol Pratt; Chief Tingley; David Damico;
	Donna Greenwood; Jack Mee; Jeff Lynch; Jeff Watson; Joanne Russo; Susan Affleck-
	Childs; Barry Smith; Mary Becotte; Doug Havens; Michael Boynton; Stephanie
	Mercandetti; ArmandPires; DonaldAicardi; Courtney Riley
Cc:	Glenn Trindade (glenntrindade@verizon.net); asherry@charlesriverbank.com;
	pbmferrari@earthlink.net
Subject:	REQUEST FOR COMMENTS: 40B - Glen Brook Way
Importoneo	High
Importance:	High

To: **Department of Public Services** Planning & Economic Development Board **Fire Department Police Department** Building Department Board of Health **Conservation Commission** Medway Public Schools **School Committee Design Review Committee** Accounting Department Assessing Department **Board of Selectmen** Affordable Housing Committee Affordable Housing Trust Administration

The ZBA is in receipt of a <u>40B Comprehensive Permit Application</u> from Metro West Collaborative Development (MWCD), which was filed with the Board on April 24, 2017. MWCD proposes a 48-unit rental project located at <u>0, 1, and</u> <u>3 Glen Brook Way</u> and <u>33 West Street</u> (Parcel IDs 65-025, 66-001, 65-026, 66-002), of which all units would be considered affordable for low income under 40B.

<u>The ZBA is requesting comments from your Department/Board</u>. Please forward any comments you may have prior to the hearing <u>no later than 4:30 PM on Monday, May 15, 2017</u>. If your Department/Board has no comment, please also respond as such.

The Glen Brook Way 40B Application, along with 40B Regulations and Guidelines, may be found here: http://www.townofmedway.org/community-and-economic-development/pages/glen-brook-way-development

Town Employees may find all current project information here: H:\Community & Economic Development\Glen Brook Way

Thank you for your attention and review.

Mackenzie Leahy

Administrative Assistant Community & Economic Development Town of Medway 155 Village Street Medway, MA 02053 508.321.4915 <u>mleahy@townofmedway.org</u>

GLEN BROOK WAY

0, 1, 3 Glen Brook Way and 33 West St. Medway, Massachusetts



Application for a Comprehensive Permit Under M.G.L. Chapter 40B, Section 20-23

Submitted By:

Metro West Collaborative Development, Inc.

Submitted To: The Medway Zoning Board of Appeals April 2017

BLATMAN, BOBROWSKI & HAVERTY, LLC

- ATTORNEYS AT LAW -

9 DAMONMILL SQUARE, SUITE 4A4 CONCORD, MA 01742 PHONE 978.371.2226 FAX 978.371.2296

CHRISTOPHER J. ALPHEN, ESQ. Chris@bbhlaw.net

April 24, 2017

HAND DELIVERED

David Cole, Chair Zoning Board of Appeals Town of Medway 155 Village Street Medway MA 02053

RE: Metro West Collaborative Development, Inc. Comprehensive Permit Application Property located at 0, 1, 3 Glen Brook Way and 33 West Street, Massachusetts Assessor's Parcel Ids: 66-001, 66-002, 65-026

Dear Chair Cole:

This document comprises an application, pursuant to G. L. c. 40B, §§ 20-23 (the "Act"), and the regulations promulgated thereunder with regard to a Comprehensive Permit to authorize the construction of forty-eight (48) rental apartment units in four structures on land comprising approximately 3.17 acres located at 0, 1, 3 Glen Brook Way and 33 West Street, Massachusetts which is located in the Agricultural Residential 2 ("AR-II") zoning district (the "Property" or the "Site"). The Applicant's Application for Zoning Board of Appeals Hearing is attached hereto in "Section 1".

1.0 Applicant

The within application is filed by the Metro West Collaborative Development, Inc. (the "Applicant"), a Massachusetts 501(C)(3) not-for-profit corporation, with a principal address 76B Chapel Street, Newton, Massachusetts. A copy of the Applicant's Certificate of Organization as filed with the Massachusetts Secretary of State's Office is attached hereto in "Section 2".

The Applicant and related principals have developed a significant number of developments throughout Massachusetts. Metro West Collaborative Development, Inc. is a MassHousing approved Chapter 40B Monitoring Agent and has participated in 14 projects involving 100+ affordable units over the past five years. The Applicant has also provided support to several non-profits and municipalities in their LIP and LAU application including: LexHAB's Fairview project in Lexington; Town of Weston's Warren Avenue project; CAN-DO's Taft Avenue project and the Town of Watertown's Riverbank Lofts project.

The complete Development Team is attached hereto in "Section 3". The Applicant respectfully requests that all notices from the Board in connection with this Application be sent to Mark Bobrowksi and Paul Haverty, 9 Damonmill Sq., Concord, MA 01742, or electronically to mark@bbhlaw.com.

2.0 Limited Dividend Organization

The applicant, Metro West Collaborative Development, Inc., will conform to the limited dividend requirements of Chapter 40B which, in tum, require that the developer abide by whatever such requirements are imposed by the affordable housing program being proposed.

The Regulatory Agreement stipulates that the developer's profit, which shall be payable to Developer or to the partners, shareholders or other owners of Developer or the Project, shall be limited to a total development profit of no greater than 20% of total development costs, as determined by the cost certification report audited by MassHousing. The profit margin will be analyzed by MassHousing under its cost certification procedures and a copy of the report will be filed with the Town of Medway.

3.0 **Project Subsidy**

The Applicant has received a Project Eligibility Letter from the Department of Housing and Community Development ("DHCD") pursuant to the Low Income Housing Tax Credit ("LIHTC") Program. A copy of the Project Eligibility Letter is attached hereto in "Section 4". The Project Eligibility Letter issued by DHCD satisfies the jurisdictional subsidy requirements established under the Act and the regulations promulgated thereunder.

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The Project Eligibility Letter issued by DHCD contains the findings required by 760 CMR 56.04(4), including the finding that the Applicant controls the Site pursuant to 760 CMR 56.04(4)(g). Pursuant to 760 CMR 56.04(6), the determinations made by the Subsidizing Agency (in this instance DHCD) are conclusive, and any challenge to such determination may be made "solely upon the grounds that there has been a substantial change affecting the project eligibility requirements set forth at 760 CMR 56.04(1)."

The Applicant has notified the Subsidizing Agency of the submittal of this application. A copy of the notice to the DHCD is attached hereto in "Section 5".

4.0 Site Control

The Applicant controls the Property within the meaning of the Act. The Property is controlled by the Applicant and the Developer. A copy of the Purchase and Sale Agreements and Deeds are attached hereto in "Section 6".

5.0 The Property

The property currently consists of 3 parcels. The parcels are known as 0 Glen Brook Way or 1 Glen Brook Way, 3 Glen Brook Way and 33 West Street. Glen Brook Way is a non-existing 50' wide private way. The Property is shown on a set of plans by Merill Engineering (the "Site Development Plans"), the plans are attached hereto in "Section 7". Such plans fulfill the requirements of 760 CMR 56.05(2)(a), preliminary site development plans. Additionally, aerial photographs of the surrounding area are attached hereto in "Section 8". Such material, along with the existing conditions narrative contained herein, fulfills the requirement for an existing conditions summary contained in 760 CMR 56.05(2)(b). Proposed design features and floor plans and exterior elevations for the proposed structures are shown on a set of plans, prepared by Meander Studio are attached hereto in "Section 7" (the "Architectural Plans") (collectively, the Site Development Plans and the Architectural Plans are referred to as the "Project Plans" all which are attached hereto in "Section 7"). The Architectural Plans submitted herewith fulfill the requirement for submitting preliminary, scaled architectural plans contained in 760 CMR 56.05(2)(c).

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plans filed with a Comprehensive Permit application may be preliminary plans, and the Applicant reserves the right to revise the Project Plans prior to final approval of the Project.

6.0 **Project Description**

The entirety of the Property is located off West Street. West Street is predominantly a residential street with a mix of single family and multifamily residences. The Property abuts land zoned industrial. Abutting land is occupied by the Exelon Energy facility.

The site is equidistant from routes 126 and 109 which both have access to Rte. 495. At those interactions, which are approximately 2.5 miles from the Property there are significant shopping amenities. The site is 3 miles from Town Hall, the high school / middle school complex, as well as 3 miles from the elementary school. The site is 1.5 miles to the Medway Public Library and 1.6 miles to Choate Park.

Although the site will be denser than the surrounding neighborhood, the design of each building will incorporate elements from the Town's Design Review guidelines, in order to minimize the visual impact of the increased density. The site is also set back from the road and significantly landscaped so as to minimize visual impact from the street.

The proposed multi-unit residential buildings will be four (4) three-story townhouses. The buildings will consist of 48 rental units, all of which will be affordable. Of the 48 units, 16 will be one-bedroom, 21 will be two-bedroom and 11 will be three-bedroom. The project will be designed to include dark-sky sensitive site lighting and provide significant landscaping. A tabulation of proposed buildings type, size and ground coverage is attached hereto in "Section 9".

7.0 Existing Site and Surrounding Site Area Conditions (See 760 CMR 56.05(2)(b))

The subject property is located on the southwesterly side of West Street approximately ¹/₂ mile from the intersection of Hartford Avenue (Rte 126). The property is located within the Agricultural-Residential II (AR-II) district as depicted on the Town of Medway Zoning Map. According to the Medway Assessor's Maps, the Site is comprised of 3 parcels with frontage along Glen Brook Way which is within the Site Locus. A portion of the rear property line of Lot 3 is defined by the Hopping Brook. Glen View Way was never constructed and the Applicant plans to eliminate the existing interior lot lines and easements as part of this project. The property consists of a total of $3.16\pm$ acres of which $0.54\pm$ acres (23,411± s.f.) are wetlands.

The existing Site includes a residential dwelling which according to Assessor's records was constructed circa 1935 along with an attached garage, shed, bituminous concrete driveway and other associated site amenities.

Under existing conditions, stormwater runoff from the proposed project area flows from the higher areas of the Lot along West Street towards both Hopping Brook to the southwest and to the adjacent parcel, #31 West Street to the south. No treatment for water quality presently exists for any stormwater on the existing site, it simply flows overland towards one of the two tributary areas. Soil types were obtained from NRCS mapping and were found to be HSG A soils in the front or northeasterly portion of the lot and HSG B/D soils as you drop in elevation and get further into the site towards the river.

8.0 Proposed Landscaping/Buffers

The project will have two entrances via West Street. The Applicant has submitted proposed landscaping plantings designed to nicely compliment the surrounding area.

9.0 **Project Impacts**

A. Municipal Services

1. Water Supply

The Project will be serviced by public water from the Medway public water system, with a proposed connection from West Street. With ninety-seven (97) bedrooms it is estimated that the water usage will be 13,400 gpd for the Project. The Project will be constructed with the appropriate water savings plumbing fixtures such as low flow toilets.

2. Wastewater

The Project will be serviced by a connection to the municipal wastewater system, with a proposed connection from West Street. The estimated impact on the sewer system will be 10,670 gpd which will have little impact on the Medway sewer system.

3. Stormwater

The stormwater management system for the Project is designed in conformance with the Massachusetts Department of Environmental Protection's Stormwater Management Standards. The proposed stormwater management system utilizes two infiltration systems. No adverse impact on the municipal stormwater drainage system will be generated by the Project. See Stormwater Management Report and Hydrologic-Hydraulic Analysis attached hereto in "Section 10".

4. Public Safety

Impacts to public safety would be associated with adequate access to and from the Site. Public safety vehicle access to and from the site will be from West Street, a public way. Police and Fire apparatus will have full access to the side and front and rear of the structure. The Project will have no adverse impact upon public safety.

5. Utilities

Utilities, including electric and cable television, will be extended to the Site from West Street, as shown on the Site Development Plans. No adverse impacts relative to public services or utilities to abutting properties or to the Town in general are anticipated.

B. Construction Impacts

Anticipated impacts of the Project associated with the construction process include erosion and sedimentation, noise, dust and debris control. Although these impacts will be temporary in nature, mitigation controls will be in place. Such controls include the following:

 Construction sequencing, best management practices for erosion control, equipment and vehicle management, material storage and use, waste disposal and spill prevention and response.

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 A daily inspection of the site conditions, as needed, to control dust during construction and to provide watering, as needed.

C. Historical and Archeological Impacts

The Applicant is unaware of any historical or archeological impacts that will result from the Project.

D. Environmental Impacts

The Applicant does not expect the Project to result in any adverse environmental impacts to the Site. As noted above, the Applicant will take appropriate mitigation measures to address potential impacts, as needed.

E. Traffic Impacts

The Applicant does not anticipate any significant traffic impacts from the Project to the surrounding roadway system. The Property is located on West Street a major roadway in the Town. The additional traffic generated by the newly constructed units will have nominal impact on West Street. As noted above, a review of traffic impacts will be submitted separately from the submittal of this application.

10.0 Request for Zoning Waivers

The subject property is zoned Agricultural Residential II. Certain elements of the proposed development do not comply with the current underlying zoning. Consequently, an exception of use is required to enable multi-family residential at the proposed density to be constructed. Other exceptions to the Town of Medway's Zoning Bylaws and other local land use regulations are specifically detailed in this application. If any specific exceptions have not been listed in this application, the applicant, upon notification of such an oversight, shall promptly amend the list of exceptions included herein. The Waiver Request List is attached hereto in "Section 11".

11.0 G. L. c. 40B and Local Housing Needs

The Act, provides in relevant part that all communities are required to have a minimum of ten percent (10%) of their housing stock dedicated to low and moderate income housing. See G. L. c. 40B, §

20, and 760 CMR 56.03(3)(a). Based upon most recent applicable data available, the stock of housing utilized in Medway for low to moderate income purposes is 5.10% which is below the 10% requirement. See DHCD Subsidized Housing Inventory as of December 5, 2014, attached hereto in "Section 12". With the Town being below the required 10% threshold, there exists a legal presumption that there is a regional housing need which outweighs local concerns. In such case, the municipality must approve the Comprehensive Permit or approve it with conditions.

The Applicant proposes and agrees that one hundred percent (100%) of the total number of units in the Project will be dedicated as affordable units to persons earning not more than sixty percent (60%) of the area median income. The affordable units will be made available on a lottery basis, on terms acceptable to the Subsidizing Agency, in accordance with applicable fair housing law.

12.0 Filing with Other Boards

The Applicant has not filed any other applications with any other boards.

13.0 Additional Information

The Applicant has provided additional information / documents to this Application as described in the Table of Contents attached hereto.

The Applicant reserves the right to provide, and anticipates providing, additional information to the Board of Appeals during the course of the hearing process.

14.0 Phasing

The Applicant does not currently plan to phase the Project. The Applicant reserves the right to propose phasing, if necessary.

15.0 Finding of Fact

The applicant requests that the Board of Appeals make the following findings of fact in

connection with the action of the Board on this application:

1. Metro West Collaborative Development, Inc., a limited dividend organization within the meaning of General Laws, Chapter 40B, is eligible to receive a subsidy under a state or federal affordable housing program after a Comprehensive Permit has been granted.

- 2. The applicant has shown evidence of its site control to qualify it as a recipient of a Comprehensive Permit for this site.
- 3. MassHousing, as the Program Administrator of the New England Fund Program, will be the subsidizing agency within the meaning of the regulations of 40B (760 CMR 56.04) and within the meaning of the procedural regulations of the Housing Appeals Committee (760 CMR 56.07.
- 4. The number of low or moderate income housing units in the town of Medway constitutes less than ten percent (10%) as reported in the latest decennial census of the town and reported by the Department of Housing & Community Development.
- 5. The development as proposed in the application is consistent with local needs within the meaning of General Laws, Chapter 40B, Section 20.

The applicant respectfully requests the Board of Appeals after complying with the procedural

requirements as provided by law, to issue to the applicant a Comprehensive Permit for the development.

16.0 Summary

The within Application proposes an attractive, well-designed affordable housing development that will address a long-standing and serious shortage of rental housing for households earning less than sixty percent (60%) of Area Median Income. The Site design and existing conditions afford ample area to accommodate the proposed development. Moreover, the Project has been designed to minimize and mitigate potential impacts to municipal systems and services.

The Applicant respectfully submits that the Project will meet a severe regional and local need for affordable rental housing while also addressing the health, safety, and environmental concerns of Medway residents.

Respectfully submitted,

Metro West Collaborative Development, Inc. By its attorneys, Blatman, Bobrowksi & Haverty, LLC

Mark Bobrowksi Paul Haverty Christopher J. Alphen

Glen Brook Way

Table of Contents

- Section 1: Zoning Board of Appeals Completed Application
- Section 2: <u>Certificate of Organization</u> Documents demonstrating Metro West Collaborative Development, Inc.'s nonprofit status
- Section 3: <u>Development Team</u> Identification of development team members
- Section 4: <u>Project Eligibility Letter</u> Site approval letter from MassHousing
- Section 5: <u>Notice to the DHCD</u>
- Section 6: <u>Site Control</u> Indicating site control of the property
- Section 7: <u>Plans Set</u> Architectural Plans & Engineering and Landscaping Plans
- Section 8: <u>Aerial Photos & Locus Map</u> Includes photographs, assessors map and zoning map
- Section 9: <u>Tabulation of Proposed Buildings</u>
- Section 10: Stormwater Management Report and Hydrologic-Hydraulic Analysis
- Section 11: <u>List of Exceptions / Waiver Requests</u> A list of exceptions being requested to the Town's local zoning ordinance, permits and approvals related to this application
- Section 12: Unit Summary Table

- Section 13: <u>Trip Generation Estimates</u>
- Section 14: Sanitary Sewage Flows and Water Consumption
- Section 15: Housing Inventory
- Section 16: <u>Site Access Agreement Form</u>
- Section 17: Legal Notice Billing Agreement Form
- Section 18: Certified Abutters List

Section 1



TOWN OF MEDWAY Zoning Board of Appeals 155 Village Street, Medway, MA 02053 Phone: (508) 5321-4915 • Fax: (508) 321-4988

Application for Zoning Board of Appeals Hearing

Be sure all questions are answered fully. If more space is necessary, attach additional sheets.

Applicant Name(s)		Applicant Address		
Netro West Collaborative Development, 79-B Chapel St., Newton, MA			lewton, MA 02458	
		Applicant Telephone #	Applicant Email	
		617-923-3505	jvc@metrowestcd.org	
Attorney/Engineer/Consultant Name (if an	ny)	Address		
Mark Bobrowksi Blatman, Bobrowski & Haverty, LLC		9 Damonmill Sq., Suite A4A, Concord, MA 01742		
		Telephone #	Email	
		978-371-2226	mark@bbhlaw.com	
Property Owner (if different than Applicar	nt)	Address	Telephone #	
Location of Property			Zoning District(s)	
0,1, 3 Glen Brook Way	/ and	d 33 West St.	AR-II	
Registry of Deeds Book & Page No. and Date or Land Court Certificate No. and		Assessors Parcel ID #		
Date of Current Title		66-001, 66-002, 65-026		
Present use of property	Propos	ed use of property	Have you applied Has permit	
single family house and vacant lot 48 rental un		ntal units	for a building been denied? permit? $O Y O N O Y O N$	

Requested Relief (check all that apply):

	A Special Permit as provided	d in Section(s)	of the Medway Zoning Bylaws.
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A Variance from the re-	quirements of Section(s)	of the Medwa	y Zoning Bylaws.

An Appeal of the Building Commissioner's decision. (Attach copy of decision.)

A Comprehensive Permit under MGL c. 40B (subsidized housing)

Other, please explain:

State briefly reasons for application:

Metro West Collaborative Development is seeking to create 48 units of affordable rental housing at a location that would allow three single family homes under current zoning.

2017 ZBA Application

TO BE COMPLETED IF REQUESTING A VARIANCE:

What circumstances exist relating to the shape, topography, or soil conditions of the subject property, which do not generally affect other land in the zoning district? (See MGL c. 40A Section 10)

What substantial hardship is caused by the circumstances listed above, when the Medway Zoning Bylaw is applied? (See MGL c. 40A Section 10)

State why you believe the grant of relief would not nullify or derogate from the intent of the Zoning Bylaw.

I hereby certify that the above statements and all testimony to be given by me during the Zoning Board of Appeals public hearing associated with this application are true to the best of my knowledge and belief. Signature of Applicant(s) Date

Signature of Property Owner (if different than Applicant)

Date

 For Town Hall use only

 To be filled out by the Building Commissioner:

 Date Reviewed
 Medway Building Commissioner

 To be filled out by the Zoning Board of Appeals:
 Medway Building Commissioner

 Date Received
 Received by

2017 ZBA Application

Section 2

Tramine

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE MICHAEL J. CONNOLLY, Secretary ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

ARTICLE I

The name of the corporation is: Watertown Community Housing, Inc.

ARTICLE II

The Purpose of the corporation is to engage in the following active 141 The Watertown Community Housing, Inc. is formed pursuant to Chapter 180 of the General Laws of Massachusetts, exclusively for education and charitable purposes in the furtherance of its corporate goals to:

- 1. To advocate for the production, maintenance and rehabilitation of affordable housing in Watertown for low and moderate income persons.
- 2. To purchase, develop, acquire, manage, lease, mortgage, remortgage and renovate affordable housing for low and moderate income persons in the Town of Watertown.
- 3. To develop and implement programs and policies which will allow homeowners to maintain and preserve their homes.
- 4. To engage in programs and activities that help improve Watertown neighborhoods.
- 5. Through education and research, to promote public awareness of affordable hosuing programs and opportunities.
- 6. To engage in programs to maintain long-term affordable Watertown properties for rental or homeownership.
- 7. To develop programs and policies to assist homeless persons to prevent persons from becoming homeless.
- 8. To provide counseling to homewoners and tenants for the acquisition, renovation and renting of Watertown properties, and the resolution of disputes between landlords and tenants.

Through programs and policies, to promote the goals of 9. affirmative marketing and fair housing.

_____ P.C.

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M R.A

> Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8½ x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

ARTICLE III

If the corporation has one or more classes of members, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

None

AMEAL MILL

ARTICLE IV

• Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

See Attached

* If there are no provisions, state "None".

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE II Cont'd

10. Through programs and activities, to engage in Community Development projects that benefit low and moderate income persons in Watertown.

• .

- 11. To assist in the development and provision of resources for the rehabilitation of blighted Watertown properties.
- 12. To raise funds for the stated purposes of the corporation.
- 13. To develop new programs and policies to undertake the stated purposes of the corporation.
- 14. To undertake any other activity which will be consistent with the stated purposes of the organization.

• •

ARTICLE IV

The Corporation shall have the following powers in the furtherance of its corporate purposes:

1) The Corporation shall have perpetual succession in its corporate name;

2) The Corporation may sue and be sued;

3) The Corporation may have a corporate seal, which it may alter at its pleasure;

4) The Corporation may elect or appoint directors, officers, employees and other agents, fix their compensation and define duties and obligations;

5) The Corporation may purchase, receive, take by grant, gift, devise or bequest or otherwise deal in and with real or personal property, or any interest therein, wherever situated, and in an unlimited amount, in furtherance of the Corporation's charitable, educational, or scientific

purposes; 6) The Corporation may solicit and receive contributions from any and all sources and may receive and hold, in trust or otherwise, funds received by gift or bequest; 7) The Corporation may make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any interest in, all or any of its property or any interest therein, wherever situated; 8) The Corporation may lend money, invest and re-invest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested; 9) The corporation may be a partner in any business enterprise which it should have power to conduct by itself; 10) The Corporation may make contributions or donations to

other organizations; 11) The Corporation may be an incorporator or other

corporations of any type or kind;

12) The directors may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by law or the by-laws requires action by the members;

13) The Corporation may do business, carry on its operations, and have offices and exercise all powers granted or permitted by Massachusetts General Laws, Chapter 180 (as such chapter may incorporate powers available under other chapters of Massachusetts General Laws), as now in force or as hereinafter amended, in any jurisdiction within or without the United States, although the Corporation shall not be operated for the primary purpose of carrying on for profit a trade or business unrelated to its tax-exempt

14) The corporation may pay pensions, establish and carry out pension, savings, thrift and other retirement, incentive and benefit plans, trusts and provisions for any and all of its employees;

15) The Corporation may have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is formed; no such power or any of the powers enumerated above shall be exercised for the furtherance of any other purpose; no such powers shall be exercised in a manner inconsistent with Massachusetts General Laws, Chapter 180 or any other chapter of the General Laws of the Commonwealth or section 501 (c) 3 of the Internal Revenue Code.

No parts of the assets of the Corporation and no part of any net earnings of the Corporation shall be divided among or inure to the benefit of any officer or director of the Corporation or any private individual or be appropriated for any purpose other than the purposes of the Corporation as herein set forth; and no substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, (Including the publishing or distribution of statements) any political campaign for any candidate for public office.

It is intended that the Corporation shall be entitled to exemption from Federal income taxes under Section 501 (c) 3 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws, and shall not be a private foundation under Section 509 (a) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws. In the event that the Corporation is now or becomes a private foundation as that term is defined in Section 509 of the code, or corresponding provisions of any subsequent federal tax laws, then notwithstanding any other provision of the Articles of Organization or the By-Laws of the Corporation, the following provisions shall apply:

a) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code or corresponding provisions of any federal tax laws.

b) The Corporation shall not engage in any act of self dealing as defined in Section 4941 (d) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws.

c) The Corporation shall not retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws.

d) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code or of any subsequent federal tax laws.

e) The Corporation shall not make any taxable expenditures as defined in Section 4945 (d) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws.

The Corporation shall, to the extent legally permissible and only to the extent that the status of the Corporation as an organization exempt under Section 501 (c) 3 of the Internal Revenue Code is not effected thereby, indemnify each of its directors, officers, employees and other agents (including persons who serve at its request as directors, officers, employees or other agents of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgements, in compromise or as fines and penalties, counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee or agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the Corporation; provided, however, that as to any matter disposed of by compromise payment by such director, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Corporation, after notice that it involves such indemnification: i) by a disinterested majority of the directors then in office; or ii) by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director, officer, employee or agent appears to have acted in good faith in the reasonable belief that his action was in the best interest of the Corporation; or iii) by a majority of the disinterested members entitled to vote, voting as a single class. Expenses, including counsel fees, reasonably incurred by any such director, officer, trustee, employee or agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the undertaking of such individual to repay the amounts so paid to the Corporation if he shall be adjudicated to be not entitled : indemnification under Massachusetts General Laws, Chapter 180, section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee or agent may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law. As used in this paragraph, the terms "directors", "officers", "employee", and "agent" include their respective heirs, executors and administrators, and an "interested" director is one against

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whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending. ۰.

. . . .

Except as otherwise required by law, upon liquidation, dissolution or winding up of affairs of the Corporation, after its debts and obligations have been disposed of or new provision thereof has been taken by the Corporation or by a Court in Massachusetts, all assets of the Corporation shall be transferred to such organization or organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) 3 of the Internal Revenue Code or corresponding provisions of any federal tax laws as the Corporation of a Court may determine.

Except as otherwise required by law, these Articles of Organization may be amended from time to time by the members of the Corporation, provided that no amendment shall authorize or permit the Corporation to be operated otherwise. than exclusively for such educational or charitable purposes as qualify the Corporation for exemption from taxes under Section 501 (c) 3 of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws.

16) All references herein to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1986, as now in force or as hereinafter amended.

DIRECTORS AND INCORPORATORS

Paul Davis 24 Kimball Rd., Watertown, MA 02172
Alex Liazos 11 Parker St., Watertown, MA 02172
Michael Sherman 20 Keenan St., Watertown, MA 02172
Suzy Girouz 98 Bradford Rd., Watertown, MA 02172
Joan Blaustein 8 Riverside St., Watertown, MA 02172
Carol Baldassari 16 Walnut St., Watertown, MA 02172
Larry Sprague 7 Bridgeham Ave., Watertown, MA 02172
Lisa Sloane 75 Pearl St., Watertown, MA 02172
Gloria Leipzig 86 Highland Ave., Watertown, MA 02172
Sue Rudalevige 33 Lincoln St., Watertown, MA 02172

ARTICLE V

By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out below, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if a later date is desired, specify date, (not more than 30 days after date of filing).

The information contained in ARTICLE VII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VII

a. The post office address of the initial principal office of the corporation IN MASSACHUSETTS is: 20 Keenan Street, Watertown, MA 02172

b. The name, residence and post office address of each of the initial directors and following officers of the corporation are as follows:

NAMERESIDENCEPOST OFFICE ADDRESSPresident:Michael Sherman 20 Keenan St. Watertown, MA 02172Treasurer:Alex Liazos 11 Parker St. Watertown, MA 02172Clerk:Suzy Giroux 98 Bradford Rd. Watertown, MA 02172

Directors: (or officers having the powers of directors).

NAME

RESIDENCE

POST OFFICE ADDRESS

Same as above.

See attached list of directors.

c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is: None

I/We the below-signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named principal officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this / 8 day

19 9/2

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

324073

 Image: State of the common wealth of massachusetts

 Image: State of the common wealth of the common wealth

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$35.00 having been paid, said articles are deemed to have been filed with me this 21 me and 19 me 19 me 19 me 19 me 19 me 10 me 10

Effective date

19 9 0

MICHAEL J. CONNOLLY Secretary of State

A PHOTOCOPY OF THESE ARTICLES OF ORGANIZATION SHALL BE RETURNED

TO: <u>William T. Boyle</u> Boston Bar Association <u>16 Beacon Street</u> Boston, MA 02108

Telephone: (617) 723-0885



William Francis Galvin Secretary of the Commonwealth of Massachusetts	ALL CHILETT

Corporations Division

Business Entity Summary

ID Number: 223073668

Request certificate

New search

Summary for: METRO WEST COLLABORATIVE DEVELOPMENT, INC.

The exact name of the Nonprofit Corporation: METRO WEST COLLABORATIVE DEVELOPMENT, INC.

The name was changed from: WATERTOWN COMMUNITY DEVELOPMENT, INC. on 03-14-2012 The name was changed from: WATERTOWN COMMUNITY HOUSING, INC. on 09-22-2011

Entity type: Nonprofit Corporation

Identification Number: 223073668

Old ID Number: 000334054

Date of Organization in Massachusetts: 05-21-1990

Last date certain:

Current Fiscal Month/Day: /

Address: 79B CHAPEL ST.

City or town, State, Zip code, Country: NEWTON, MA 02458 USA

The name and address of the Resident Agent:

Name:

Address:

City or town, State, Zip code, Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address	Term expires
PRESIDENT	SUNEETH JOHN	35 CHERRY ST. NEWTON, MA 02465 USA	12-31-2017

http://corp.sec.state.ma.us/CorpWeb/CorpSearch/CorpSummary.aspx?FEIN=223073668&SEARCH_TYPE=1

Mass. Corporations, external master page

TREASURER	PAUL MORETON	58 PHILLIPS ST. WATERTOWN, MA 02472 USA	12-31-2017	
CLERK	KALYANI DEVAJYOTI	1060-B BELMONT ST. WATERTOWN, MA 02472 USA		
DIRECTOR	ALISA GARDNER-TODREAS	16 CHENERY TER. BELMONT, MA 02478 USA		
DIRECTOR	DANIELLE DEMOSS	21 COT HILL RD. BEDFORD, MA 01730 USA	12-01-2018	
DIRECTOR	MICHAEL THORMAN	290 PLEASANT ST. WATERTOWN, MA 02472 USA	12-01-2018	
Consent Confidential Data Merger Allowed Manufacturing				
View filings for this business entity: ALL FILINGS Annual Report Application For Revival Articles of Amendment Articles of Consolidation - Foreign and Domestic				
View filings				
Comments or n	otes associated with this business	s entity:		

New search

Section 3

Development Team

Applicant/Developer

Metro West Collaborative Development, Inc. 79-B Chapel Street Newton, MA 02458 Phone: (617) 923-3505 x 4 Email: jvc@metrowestcd.org

Engineer / Traffic Consultant

Merrill Engineers & Land Surveyors

427 Columbia Road Hanover, MA 02339 Telephone: 781-826-9200

40B Consultant / Legal Counsel

Blatman, Bobrowski & Haverty, LLC

9 Damonmill Square, Ste. 4A4 Concord, MA 01742 978.371.2226 Ext. 19 (office) 978.371. 2296 (fax) mark@bbhlaw.net

Architect

Meander Studio 60 Caldwell Road Waltham, MA 02453 401.954.3619 mwolfson@studiomeander.com

Contractor

Dellbrook JKS One Adams Place 859 Willard Street Quincy, MA 02169 781.380.1620 MFish@dellbrooksjks.com

Housing Consultant

Dan Violi 44 Harrison Street Newton, MA 02461 617.559.9888 dvioli@verzion.net

Marketing / Lottery Agent

Metro West Collaborative

Development, Inc. 79-B Chapel Street Newton, MA 02458 Phone: (617) 923-3505 x 4 Email: jvc@metrowestcd.org

Section 4



Commonwealth of Massachusetts DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor 🔶 Karyn E. Polito, Lt. Governor 🔶 Chrystal Kornegay, Undersecretary

April 18, 2017

Ms. Jennifer Van Campen Metro West Collaborative Development 79-B Chapel Street Newton, MA 02458

RE: Glen Brook Way, Medway

Dear Ms. Van Carfipen:

We are pleased to inform you that your application for project eligibility determination for the proposed Glen Brook Way project located in Medway, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 0-3 Glen Brook Way and 33 West Street, Medway, Massachusetts. This approval indicates that the proposed plan is for 48 units, 48 of which will be affordable (100%) at no more than 60% of area median income. The proposed development will consist of 16 one-bedroom units, 21 two-bedroom units, and 11 three-bedroom units, and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to the Green Brook Way project. It does create a presumption of fundability under 760CMR 56.04, and permits Metro West Collaborative Development to apply to the Medway Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

- 1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
- 2. DHCD has performed an on-site inspection of the proposed Glen Brook Way project and has determined that the proposed site is an appropriate location for the project.
- 3. The proposed housing design is appropriate for the site.
- 4. The proposed project appears financially feasible in the context of the Medway housing market.
- 5. The initial proforma for the project appears financially feasible and consistent with the requirements for cost examination and limitations on profits on the basis of estimated development

and operating costs. Please note again that a One Stop submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.

- 6. A third-party appraisal will be commissioned. The Low-Income Housing Tax Credit Program Guidelines state that the allowable acquisition value of a site with a comprehensive permit must be equal to or less than the value under pre-existing zoning, plus reasonable carrying costs.
- 7. Metro West Collaborative Development is a non-profit organization, and meets the general eligibility standards of the Low Income Housing Tax Credit program.
- 8. The applicant controls the site.
- 9. DHCD received specific comments on the application from the Town of Medway. They include plan detail questions, architectural design suggestions, storm water and fire access comments, and public safety concerns. They are attached. We expect any concerns will be addressed at the local level during the permitting process.

The proposed Metro West Collaborative Development project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of Final Approval pursuant to 760 CMR 56.04 (7) and an award of LIHTC funds. This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD. When construction is complete, a Chapter 40B cost certification and an executed and recorded 40B Regulatory Agreement in compliance with DHCD's requirements pertaining to Chapter 40B must be submitted and approved by DHCD prior to the release of a Low-Income Housing Tax Credit Form 8609.

This letter shall expire two years from this date, or on April 18, 2019, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the Town of Medway to increase its supply of affordable housing.

Sincerely Catherine Racer Associate Director

Cc: Glenn Trindade, Chairman, Board of Selectmen, Town of Medway

Board of Selectmen

Glenn D. Tsindade, Chair Maryjane White, Vice-Chair Richard A. D'Innocenzo, Clerk Dennis P. Crowley John A. Foresto



Medway Town Hall 155 Village Street Medway, MA 02053 Phone (508) 533-3264 Fax (508) 321-4988

TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

April 12, 2017

Ms. Rebecca Frawley Wachtel Tax Credits and HOME Program Director Massachusetts Department of Housing & Community Development 100 Cambridge Street, Suite 300 Boston, MA 02114

Re: Application for Project Eligibility – Glen Brook Way

Dear Ms. Wachtel:

On behalf of the Medway Board of Selectmen, thank you for giving us the opportunity to comment on the project eligibility application for Glen Brook Way in Medway presently under your review. The project consists of a 48 unit rental development at 0-3 Glen Brook Way and 33 West Street. Over the past few months, we have been working cooperatively with Metro West Collaborative Development (MWCD) on the project and its design. MWCD has met with our Town departments and also with the Medway Design Review Committee to review the proposed project. This letter provides, collectively, initial comments of the Town of Medway that will need to be addressed as the design, planning and comprehensive permit process moves forward.

1. Overall Site Design and General Comments:

The Town's Community and Economic Development Department has reviewed the proposed project and offers these initial comments:

- a. The location of the project is within a reasonable distance of area amenities and services. Medway High School, Choate Park, and the Public Library are within a 1.5 mile radius. Shopping centers and highway access are within a 2 mile radius. Medway Elementary Schools, Medway Middle School, and Town Hall are just on the periphery of the 2 mile radius.
- b. The following items should be addressed during the filing of a Comprehensive Permit application and associated plans with the Zoning Board of Appeals:

- i. A landscaping plan with details and specifications which provides for buffering and screening for abutting properties;
- ii. A site amenities plan with details on light fixtures, seating/benches, tot lot equipment, trash and/or storage enclosures, etc.;
- iii. A lighting/photometric plan;
- iv. Detailed elevations and dimensions of all buildings;
- v. Clear delineation of resident, visitor, management office/employee, and maintenance crew parking areas including dimensions of spaces and drive isles;
- vi. Supply projected water and sewer project demands;
- vii. Provide pre- and post- development stormwater and drainage details and/or calculations;
- viii. Supply a traffic report or summary;
 - ix. Provide details on snow and trash storage and/or removal; and
 - x. Include a list of requested waivers.
- c. Consideration of rooftop solar installation or other energy conservation measures. This would be beneficial for long term, reduced utility expenses.
- d. Consideration of sidewalk construction along the property's frontage on West Street, possibly extending southerly to Route 126 so as to provide safe pedestrian access to nearby consumer services in Bellingham.

The Medway Design Review Committee (DRC) met with MWCD and their architect, Meander Studio, on November 28, 2016 and April 3, 2017. The DRC is satisfied with the designs put forward to date, as they are consistent with the Town's *Design Review Guidelines*. As the Project moves forward, the DRC offers the following comments and suggestions:

- a. The two larger buildings that are situated at the rear of the site, each have lengthy main horizontal ridgelines that run perpendicular to the site. The DRC recommends that these vary in height for some portion of each structure. The architect noted a location on the ridgeline at which this could be accomplished.
- b. The DRC recommends that the landscape buffers along each side of the site provide comprehensive screening by using the combined elements of a landscape berm, privacy fence and vegetation. The fencing should be of a non-reflective material with a natural color tone and the vegetation should have four season elements.
- c. Completed plans for landscaping, open space, lighting and site amenities have not yet been prepared for the site. The DRC has requested to review them when available.
- d. The colors of the rear buildings have not been selected. When that has been completed the DRC has requested to review color and material samples for each of the proposed buildings.

2. Municipal Planning and Affordable Housing Comments:

The Town of Medway has made efforts to promote, preserve and create affordable housing and has availed itself of the various affordable housing production strategies advocated by the Commonwealth's housing agencies and the spirit of MGL c. 40B since its inception. The

Town has been thoughtful in its planning efforts to encourage a more diverse housing stock while increasing the number of affordable housing units within the community. The proposed project is overall consistent with the 2016 Medway Housing Production Plan and will add rental units to the Town's housing stock, a need strongly identified in the Plan. The project would suit the needs of Medway by providing "workforce" housing opportunities where the Town is currently limited.

3. <u>Environmental Concerns:</u>

The Medway Conservation Commission has jurisdiction to administer and enforce the Massachusetts Wetlands Protection Act with its Regulations and the Medway General Bylaw Article XXI with its Regulations. Therefore, it is the practice of the Commission to ensure the protection of all wetlands resources with includes protection of the interest of the Act and the Medway Wetlands Bylaw; protection of private water supply, protection of public water supply, flood control, storm damage prevention, prevention of pollution, protection of land containing shellfish, protection of fisheries and protection of wildlife habitat.

The Conservation Commission has issued an Order of Resource Area Delineation (ORAD) for the property at 3 Glen Brook Way under DEP #216-0884 for wetland resources, specifically, a perennial stream known as Stall Brook and Bordering Vegetated Wetlands.

The following resources will be reviewed and protected as the law provides:

- i. Bordering Vegetated Wetlands
- ii. Perennial Stream (1)
- iii. 200' Riverfront Area

The Riverfront Areas are subject to specific provision under the Massachusetts Wetlands Protection Act Regulations 310 CMR 10.58.

In review of the plans titled, "Glen Brook Way" by Meander Studio, dated March 7, 2017 the Conservation Office has the following comments:

- a. The Conservation Commission has reviewed the wetland delineation line under an ANRAD DEP #216-0884 and issued an ORAD approving the line.
- b. The plans show alteration of the Riverfront Area for the construction of a playing field, this seems to not meet the performance standards under the WPA Regulation 310 CMR 10.58 (4)(d)(1) for alteration within the 100' -200' Riverfront, as it exceeds the 10% or 5,000 sq ft threshold. It is requested that activities within the Riverfront are kept to the allowed disturbance under the Regulations.
- c. The applicant should make every effort to use any existing trails on the site for use by the residents. The Commission favors trails but not if they alter wetlands resources, therefore we ask that existing trails are utilized and new proposed trails are constructed 4'- 6' wide with natural walking surfaces where they fall under the Commission's jurisdiction. The application of any type of walking surface to jurisdictional areas is considered fill and will be assessed as such.

- d. The Conservation Commission does not have any Stormwater Drainage calculations for review and therefore cannot offer additional information as to whether the proposed system meets the Massachusetts Stormwater Management Standards. However, the Applicant will be required to meet these standards when applying to the Conservation Commission.
- e. It is suggested that soil test pits are dug in order to assess the depth to seasonal high groundwater, so appropriate designs for a stormwater management system can be achieved.
- f. Overall the plans make effort to place the majority of the development outside our jurisdiction. This is something the Commission looks favorably upon.

4. Fire Protection and Life Safety Concerns:

In its review, the Fire Department notes the following having to do with fire protection and life safety with the proposed project:

- a. According to National Fire Protection Association Codes and Standards (NFPA) 1 Sections 16.4.3.1, there are provisions relating to water supply. Specifically, hydrants must be installed and functioning prior to the beginning of any construction. More details including hydrant locations must be shown on any plans submitted for permitting.
- b. There is concern with access to the buildings. More information has been requested relative to the distances from the roadways and the possibility of placing fire department access to a second side to the buildings. Again, this information must be shown on any plans submitted for permitting.

5. Public Infrastructure and Safety Concerns:

The Department of Public Services and the Police Department has reviewed the project and noted the following comments:

- a. Roadway Design: As part of any plans submitted to the Zoning Board of Appeals as part of the Comprehensive Permit application, the plans should provide location for curb stops throughout the development.
- b. Internal site lighting: Details, such as a lighting plan, will need to be provided as part of the Zoning Board of Appeals Comprehensive Permit application to ensure that adequate lighting is provided. The Town encourages dark sky compliant lighting to ensure that there is no spillage onto the adjacent properties or the Town's right of way.
- c. Water: The developer will need to provide further details regarding materials, pipe sizes for water main connection and supply lines to the buildings, locations and meters.

The Town of Medway enthusiastically supports the proposal submitted by Metro West Collaborative Development and looks forward to continuing our collaborative relationship as the project moves to the next stage. We are appreciative of your consideration of our comments as you undertake your review. Should any additional information or clarity be required on any of our comments, please do not hesitate to contact us.

rv truly yours,

Michael E. Boynton, Town Administrator

Cc: Jennifer Van Campen, Executive Director, Metro West Collaborative Development

Section 5

BLATMAN, BOBROWSKI & HAVERTY, LLC

— ATTORNEYS AT LAW —

9 DAMONMILL SQUARE, SUITE 4A4 CONCORD, MA 01742 PHONE 978.371.2226 FAX 978.371.2296

CHRISTOPHER J. ALPHEN, ESQ. Chris@bbhlaw.net

April 24, 2017

Via First Class Mail Catherine Racer Department of Housing and Community Development 100 Cambridge Street, Suite 300 Boston, MA 02114

RE: Metro West Collaborative Development, Inc. Comprehensive Permit Application 0, 1, 3 Glen Brook Way and 33 West Street, Massachusetts

Dear Ms. Racer,

Please accept this correspondence as evidence that on this day, the Applicant Metro West Collaborative Development, Inc. submitted an application for a comprehensive permit to the Medway Zoning Board of Appeals seeking approval for the construction of forty-eight (48) rental units on property located at 0, 1, 3 Glen Brook Way and 33 West Street, Massachusetts. This project was approved by the DHCD via a Project Eligibility Letter dated April 18, 2017.

Please feel free to contact us if you have any questions regarding this matter.

Very Truly Yours,

C-

Christopher J. Alphen, Esq.

Section 6

Law Offices of Barry L. Queen Affiliate of Kaplan Law 291 Main Street Milford, MA 01757

FIDUCIARY PURCHASE AND SALE AGREEMENT

This day of December 17 2016.

1. PARTIES AND MAILING ADDRESSES.

KAREN A. ARBOUR of 1842 CR 428, Lake Panasoffkee, FL 33538 as Personal Representative of the Estate of Barbara E. Ashman Docket # 12P2822EA Norfolk Probate & Family Court, Dedham, Massachusetts hereinafter called SELLER agrees to SELL, and **METRO WEST COLLABORATIVE DEVELOPMENT, INC** 79B Chapel Street, Newton, Middlesex County, Massachusetts, hereinafter called BUYER, or PURCHASER, agrees to BUY, upon the terms hereinafter set forth the following described premises (the "Premises"):

2. DESCRIPTION OF THE PREMISES.

Real property with the buildings thereon known and numbered as **33 West Street**, **Medway**, **Norfolk County**, **Massachusetts**, and further described in a Deed recorded with the Norfolk Registry of Deeds in Book 4069, Page 504 less land conveyed by deed to Summit Home Builders, Inc. Book 23841, Page 257.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, air conditioning equipment, ventilators, dishwashers. **EXCLUDING the refrigerator, (if the washing machine, dryer and other items are owned by the current tenant) and Craftsman lawn tractor with all attachments , Spring Rods and other personal items in house and garage.**

4. <u>TITLE DEED</u>.

Said premises are to be conveyed by a good and sufficient fiduciary deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises as a residential property;

5. PLANS.

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. <u>REGISTERED TITLE</u>.

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. <u>PURCHASE PRICE</u>.

The agreed purchase price for said premises is **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**, of which

- \$ 15,000.00 have been paid as a deposit this date,
 \$ 10,000.00 are to be paid as a non-refundable deposit on January 1,
- \$ 10,000.00
 \$ are to be paid as a non-refundable deposit on April 1, 2017, and
 \$ 265,000.00
 \$ are to be paid at the time of delivery of the deed in cash, by a certified cashier's, treasurer's, bank check(s) or attorney's escrow check.
- \$ 300,000.00 TOTAL
- 8. <u>TIME FOR PERFORMANCE; DELIVERY OF DEED AND DUE DILIGANCE PERIOD</u>. Such deed is to be delivered at **12:00 o'clock P.M. on not later than June 30,2017**at the **Norfolk Registry of Deeds** or at the office of the **Attorney representing the Buyer**, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. The time period to May 1, 2017 is to be the due diligence period, which period shall be used to assure that the intended use is allowed under current zoning or with ZBA approval. The intended use is multifamily residential.

9. POSSESSION AND CONDITION OF PREMISE.

Full possession of said premises free of all tenants and occupants, (excepting current tenant(s) identified on <u>Rider C</u> (if lease has not terminated or has been renewed) occupying the Premises (the "<u>Current Tenant</u>")) is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) not in violation of said building and zoning laws, (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises within 24 hours prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts (not to exceed \$2,000.00) to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty days. The seller cannot use failure to secure alternative housing as a reason to extend the timeframe for delivery of the premises. However, sellers can give a written request to the buyers for an extension, which the buyers may choose to grant

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE.

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, used by Seller for purposes within the policy other than restoration of the premises, or
- (b) if holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED.

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. <u>USE OF MONEY TO CLEAR TITLE</u>.

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured in paying off institutional mortgages are recorded within a reasonable time thereafter in accordance with standard Massachusetts conveyancing practice..

15. <u>INSURANCE</u>.

Until the delivery of the deed, the SELLER shall maintain insurance as currently insured on said premises as follows:

Type of Insurance

Amount of Coverage

i.

(a) Fire and Extended Coverage \$ as at present RISK OF LOSS TO REMAIN WITH SELLER UNTIL TITLE IS CONVEYED

16. <u>ADJUSTMENTS</u>.

.-

Water and sewer use charges, if any, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES.

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

- 18. <u>BROKER'S FEE</u>. SEE RIDERS
- 19. <u>BROKER'S WARRANTY</u>. SEE RIDER
- 20. DEPOSIT.

All deposits made hereunder shall be held in escrow in Barry L. Queen Clients Fund Account as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER. No interest is paid on deposits.

21. BUYER'S DEFAULT; DAMAGES.

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be SELLER'S sole remedy at law or in equity.

22. RELEASE BY HUSBAND OR WIFE.

The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

24. WARRANTIES AND REPRESENTATIONS.

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or

incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER: SELLER as a Fiduciary makes no representations and/or warranties as the Premises is sold "AS IS".

Except as previously disclosed to Buyer, to Seller's knowledge, Seller is not aware of any facts or circumstances which would constitute a default by any Current Tenant listed on Rider C under a lease agreement (a "<u>Lease</u>"). Except as set forth in the Lease subject to #9 above, no tenant has any concessions, abatements, offsets or other basis for relief or adjustment of the rent. No rents or other deposits are held by Seller, except Security Deposits which are being transferred to Buyer at closing. No tenant under a Lease has asserted any offset, defense or claim under its Lease. Notwithstanding the foregoing, to the extent that the Current Tenant is occupying the Premises without a Lease, Seller shall provide Buyer with such information as requested by Buyer with respect to such tenancy, including, without limitation, recurring expenses incurred by Seller in connection with leasing the Premises to such tenant.

Buyer agrees to extend the existing Lease or, if the Current Tenant is occuping the Premises without a Lease, the current tenancy, for a minimum of six months with an option to further extend on a month-to-month basis.

25. MORTGAGE CONTINGENCY CLAUSE.

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan (a minimum of one complete application submission to a lender) of not more than 90 percent of the purchase price at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before MAY 1, 2017 the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement (excepting \$20,000.00 non refundable deposits) shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the Buyer be deemed to have used diligent efforts to obtain such commitment unless the Buyer submits a complete mortgage loan application conforming to the foregoing provisions within three (3) days after execution of this agreement. In the event Buyer does not give timely notice to Seller this clause shall be null and void. Only one mortgage application shall be required hereunder. This Agreement is subject to lender appraisal at not less than the purchase price.

26. CONSTRUCTION OF AGREEMENT.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

27. <u>LEAD PAINT LAW</u>.

The parties acknowledge that under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other

accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

28. <u>SMOKE AND CARBON MONIXIDE DETECTORS</u> The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.

29. ADDITIONAL PROVISIONS.

Rider "A" and Rider "B" attached hereto are incorporated herein by reference.

READ AND AGREED:

Executed as a sealed instrument as of the day and year first written above.

Karen A. Nubour Pers REP

BUYER: Metro West Collaborative Development, Inc.

By:

Name: Jennifer Van Campen Title: Executive Director

SELLER: Karen A. Arbour, Personal Representative of the above Estate & not personally

RIDER "A" TO PURCHASE AND SALE AGREEMENT

Regardless of any language to the contrary, the aforesaid Purchase and Sale Agreement and riders or amendments thereto are hereby amended by incorporation therein the following terms and conditions, and in the event of any inconsistent terms or conditions, the following provisions shall prevail:

- 1. It is understood and agreed by the Parties that the premises shall not be in conformity with the title provisions of this Agreement unless:
 - (a) all buildings, structures and improvements including, but not limited to, any driveways (unless such driveway encroaches on another's premises, but SELLER has an express grant of easement, duly recorded to use the same), garages and carports, and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity; and
 - (b) no buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said premises, provided, however, that encroaching

utility easements shall not be considered as a violation of the title provisions of this Agreement and further provided that any such utility easements shall not affect the use of the premises for residential purposes; and

- (c) the premises shall abut or have access to a public way, duly laid out or accepted as such by the city or town in which said premises are located; and
- (d) title to the premises is insurable, for the benefit of the BUYER (for owner's policy) and BUYER'S mortgage lender (loan policy) by a title insurance company of BUYER'S choice qualified to do business in Massachusetts and utilizing the American Land Title Association (ALTA) form currently in use, subject only to those printed exceptions to title normally included in the "Jacket" to such form or policy and those permitted pursuant to Paragraph 4 of this agreement.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYERS may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

At or before the closing, SELLER shall execute any and all documents reasonably required by the BUYER's mortgage lender or its agents or attorneys in the form and manner reasonably required by said attorney, including without limitation, any affidavit or other instrument with respect to: (i) parties in possession (if lease is not terminated), mechanic's or materialmens' liens with regard to the premises, including indemnity provisions as to such parties and claims sufficient in form and substance to enable the title insurance company to delete its standard ALTA exception for such liens; (ii) bills which could become liens pursuant to Chapter 521 of the Acts of 1980 (Municipal Lighting plans Real Estate Liens having been paid); (iii) UFFI disclosure under M.G.L. c. 167, Sec. 47; (iv) those documents necessary in order to comply with applicable Internal Revenue Service requirements; and (v) all usual and customary bank closing documents. The aforementioned will be complied with provided the material aspects of the transaction are not changed.

- 2. From and after the execution of this Agreement, the BUYER and its prospective lenders and their respective agents shall have the right of access to the premises (with at least 24 hour notice) up to two (2) times prior to the Buyer's pre-closing walk through for the purposes of taking measurements at a time that is convenient to Seller and in the presence of Seller or Seller's designee.
- 3. If any errors or omissions are found to have occurred in any calculation of figures used in the settlement statement signed by the Parties, and notice thereof is given within thirty days of the date of delivery of the deed to the Party to be charged, then such Party agrees to make a payment to correct the error or omission.
- 4. In the event that the Premises shall be substantially damaged by fire or other casualty prior to the time for performance hereof, the BUYER at BUYER's sole option may cancel this Agreement within three (3) days after notice to BUYER of such fire or other casualty, in which event all payments made by Buyer under this Agreement shall be refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. "Substantially damaged" shall mean damage in excess of \$10,000.00.

- 5. In the event that the SELLER needs to extend time for performance in compliance with this Agreement, and the BUYER'S mortgage rate lock will expire before the SELLER can perform, the BUYER shall have the option to terminate this Agreement unless the SELLER agrees to pay any costs of the BUYER, charged by the Lender, related to the rate lock extension.
- If the Premises are affected by a locus specific Order of Conditions issued by the Conservation Commission for the Town in which the Premises are situated SELLER shall provide BUYER or lender's counsel with a certificate of compliance for said Order of Conditions prior to closing.
- 7. Clause 10 shall further state: "This Paragraph shall not, however, be construed to excuse SELLER from vacating the premises at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder."
- 8. The SELLER shall execute the Deed as Fiduciary personally. It is hereby agreed that a Deed executed under Power of Attorney shall not constitute a satisfactory deed under Paragraph 4 of the Agreement.
- 9. The Property must appraise at or above the purchase price or Buyer may terminate the transaction and all deposits will be immediately returned.
- 10. At the closing, SELLER shall assign to BUYER (non-recourse), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances as well as those covering any termite or other pest treatments in connection with the Premises. SELLER will also provide BUYER, at closing, with all keys, automatic garage door openers, if any, and with all manuals and other information in SELLER'S possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Unit.

11. OMMITTED INTENTIONALLY

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- 12. Between the date of the signing of this Agreement and the time for performance pursuant to the Agreement, SELLER shall maintain and/or service the premises and its appurtenances at the same level of effort and expense as the SELLER has maintained and/or serviced the premises for the SELLER'S own account prior to the date of this Agreement.
- 13. With regard to this Agreement, and, Amendment to this Agreement or any contingencies included in the Agreement, facsimile and electronic signatures shall have the same effect as original signatures. The Attorneys, after consultation with clients, shall have the authority to agree to extend any provision by written agreement sent via facsimile and/or via email.
- 14. To the best of SELLER's knowledge, there are no lawsuits pending against or threatened against the SELLER. However, SELLER makes no representations as to this clause.

Executed as a sealed instrument as of the day and year first written above.

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BUYER: Metro West Collaborative Development, Inc. SELLER: Karen A. Arbour, as

By: Name: Jennifer Van Campen Title: Executive Director nc. SELLER: Karen A. Arbour, as Personal Representative of the above Estate & not personally

RIDER "B" TO PURCHASE AND SALE AGREEMENT

Seller: Karen A. Arbour, as Personal Representative of the above Estate Buyer: Metro West Collaborative Development, Inc. Property Address: 33 West Street, Medway, MA 02053

- 1. SELLERS and BUYERS agree to amend Paragraph 10 by adding the following language: "Sellers shall not be required to expend more than \$2,000.00 to satisfy reasonable efforts."
- In the event of a disagreement between the parties, the escrow agent shall retain the deposits pending instruction mutually given by the SELLERS and the BUYERS or the issuance of a final Judgment or Court Order having specific reference to said deposit.
- 3. BUYERS warrant, represent and acknowledge to SELLERS and agree that SELLERS are relying upon the following:

BUYERS acknowledge that BUYERS have been given the opportunity to conduct any and all inspections of the Premises and any and all component parts thereof, desired by the BUYERS, including, without limitation, mechanical, structural, utility systems, dimensions and area of the Premises pest and termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials, or substances and any and all appliances and personal property being conveyed with the Premises as provided in this Agreement, and that BUYERS are fully satisfied with the results of same, the condition of the Premises and accept the Premises "AS IS" and are not relying upon any representations of the SELLERS or SELLERS' agents as to the character, quality, use, value quantity or condition of the Premises or that it complies with current municipal, county, state or federal codes, ordinances, statutes, laws or regulations. The SELLERS have made no statements and no warranties or representations, expressed or implied, regarding the Premises on which the BUYERS have relied in connection with the BUYERS' decision to purchase the Premises; and it is the understanding of the Parties that the entire Agreement of the Parties with respect to the transaction which is the subject of this agreement is fully and completely and set forth in this agreement.

4. BUYERS acknowledge that the BUYERS' obligations hereunder are not conditioned or contingent upon the sale by BUYERS of any other real property and any such condition contained in BUYERS' mortgage loan commitment shall not be cause for BUYERS to terminate this contract pursuant to the financing contingency (if any) contained in this agreement.

- 5. BUYERS and SELLERS acknowledge that they have been both been afforded the opportunity to confer with and retain counsel of their own choosing respectively for representation with regards to this Purchase and Sale Agreement.
- 6. BUYERS represent and warrant to SELLERS and SELLERS represent and warrant to BUYERS that they have not dealt with any broker.
- 7. Any notice required hereunder shall be given in writing and shall be deemed duly received when mailed, certified mail, return receipt requested, or when mailed by recognized express carrier, or when delivered in hand, or when sent via facsimile transmission or by email to the respective party at the address set forth in paragraph 1 of this purchase and sales agreement and when mailed, emailed or faxed to the intended recipient's respective attorney as follows:

BUYERS' ATTORNEY:

SELLER'S ATTORNEY:

See below

BARRY L. QUEEN, ESQ. Affiliate of Kaplan Law 291 Main St Milford, MA 01757 Tel: 508-488-6301 Cell: 774-279-1096 Barrylaw2@aol.com

Wataru Matsuyasu Klein Horning LLP 101 Arch Street Suite 1101 Boston, MA 02110 Tel: 617-224-0622 wmatsuyasu@klienhorning.com

- 8. All title issues shall be resolved in accordance with the Real Estate Bar Association of Massachusetts Standards, formerly known as the Massachusetts Conveyances Association Standards.
- 9. BUYERS and SELLERS hereby acknowledge and agree that this executed Purchase and Sale Agreement and any and all addenda, Riders and exhibits attached hereto and incorporated herein and signed and/or initialed by both BUYERS and SELLERS represent the entire agreement between the parties with respect to the subject premises, except as this Agreement may be modified or altered by written agreement signed by the parties hereto.
- 10. In the event of any discrepancies between this Purchase and Sale Agreement and Rider A and/or Rider B, the applicable Rider shall control.
- 11. BUYERS and SELLERS hereby acknowledge and agree that a faxed or scanned copy of the Purchase and Sale Agreement containing faxed or scanned signatures shall be regarded the same as, and thus be given the same full force and effect as, an original copy of the Purchase and Sale Agreement containing original signatures.
- 12 All reasonable efforts shall be made in order to insure that the closing is scheduled to allow for the recording of the deed conveying title to **BUYER** on the same date of the closing and

in no event, later than one business day after papers pass. **BUYER** shall not be permitted occupancy of the premises until all proceeds which are due **SELLER** have been released from escrow.

- 13. The **BUYER**'s inspections were completed prior to entering this agreement and the property is accepted "AS IS".
- 14. In order to facilitate the execution of such documents extending the time for the performance of any event or of any notice that may be given under this agreement, each of the undersigned hereby authorizes his or her respective attorney to assent and execute on that party=s behalf, any agreements extending the time for the performance of any event or of any notice hat may be given under this Agreement.
- 15. The SELLER agrees to deliver at the time of delivery of the Deed hereunder a so-called "Non-Foreign Certificate" sufficient to qualify for exemption pursuant to Section 1445(b) (2) of said Code. SELLER will execute and provide all additional information necessary for filing of 1099 form as required.
- 16. BUYER acknowledges receipt of the Massachusetts Department of Public Health's notification concerning the possible presence of lead in paint, plaster or soil and acknowledges being advised of the availability of inspections concerning lead.
- 17. It is acknowledged and agreed that at the time for performance hereunder, the Premises shall be delivered in "AS IS" condition.
- 18. The **BUYER**(s) and **SELLER**(s) acknowledge that they have been afforded opportunity to confer with legal counsel of their own choice prior to signing the documents.
- 19. The **BUYER**(s) is (are) advised that the commonwealth of Massachusetts has banned the use of Chlordane for the control of insects effective June 11, 1985. Chlordane was commonly used in the past to chemically treat for the control of insects. The **SELLER**(s) make(s) no Warranty relative of no past use of chlordane on the property.
- 20. The **BUYER**(s) acknowledge(s) he/she/they has (have) been given the opportunity to have professional inspectors check the property for structural mechanical, pest, radon, asbestos and lead paint condition prior to signing this contract. The **BUYER**(s) hereby acknowledge(s) the inspections he/she/they chose to be performed on the premises (property) have been completed at the time of signing this contract and are acceptable.
- 21. There are no brokers involved on either side and if a broker claims under one or other party, that party will timely settle the claim.

Executed as a sealed instrument as of the day and year first written above.

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SELLER: Karen A. Arbour, as Personal Representative of the above Estate & not personally

BUYER: Metro West Collaborative Development, Inc.

By: nnifer Van Campen

Title: Executive Director

RIDER "C" TO PURCHASE AND SALE AGREEMENT

Information about Current Tenancy

Name of Tenant(s): <u>SEFIK</u> & CEURIYE AKYARAR Monthly Rent: \$ 1650 Term: Expires <u>IEASE</u> EXPIRES END OF FEB 2017 Month-to-Month Tenancy? Yes No ____

AT closing the TENANT will be gone

OPTION TO PURCHASE

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THIS OPTION TO PURCHASE (this "Agreement") is entered into as of April [15], 2016 (the "Effective Date") by and between SUMMIT HOME BUILDERS, INC., a Massachusetts corporation (the "Seller"), and METRO WEST COLLABORATIVE DEVELOPMENT, INC., a Massachusetts nonprofit corporation, and its assigns (the "Purchaser").

WHEREAS, Seller owns the land described on Exhibit A attached hereto incorporated herein by reference, which consists of three parcels (Parcel Nos. 65-025, 66-001 and 65-026) containing in the aggregate approximately 118,483 square feet, together with the buildings and improvements thereon (such land, buildings and improvements referred to as the "Property"), located at 0 1 and 3 Glenn Brook Way in Medway, Massachusetts;

WHEREAS, Seller desires to sell and grant to the Purchaser an option to purchase the Property (as hereinafter defined) as described herein below and on the further terms and conditions set forth herein.

NOW, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 Grant of Option; Purchase Price; Closing Date

Section 1.1 <u>Grant of Option.</u> In consideration of the sum of Eleven Thousand Dollars and no cents (\$11,000.00), receipt of which is hereby acknowledged, Seller does hereby give and grant unto Purchaser, the exclusive and irrevocable right, privilege, and option to purchase (an "<u>Option</u>"), under the conditions hereinafter provided, all of the Seller's right, title and interest in the Property.

Section 1,2 Purchase Price.

(a) Subject to the adjustments and apportionments as hereinafter set forth, the purchase price for the Property shall equal Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "<u>Purchase Price</u>"); provided that the appraised value of the Property shall equal or exceed \$350,000, which shall be established by means of an appraisal to be obtained by the Purchaser, at the Purchaser's sole expense, within thirty (30) days following the Effective Date. The Purchase Price shall be paid as follows:

(i)Concurrent with the execution of the Offer to Purchase Real Estate dated as of March 30, 2016, Purchaser has previously deposited a "good faith deposit" in the amount of \$1,000.00 with Saint James Real Estate Advisors, LLC;

(ii)Upon execution of this Agreement, Purchaser shall deposit with [Marsh, Moriarty, Ontell, Golder-Thomas L. McLaughlin P.C.] ("Escrow Agent") an

amount equal to Ten Thousand (\$10,000.00), which together with the so-called "good faith deposit" shall hereinafter be referred to as the "Option Payment";

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(iii)On the Closing Date, Purchaser shall pay to Seller by wire transfer of immediately available Federal funds, certified, cashier's or treasurer's check or bank check, an amount equal to the Purchase Price, minus the sum of the Option Payment which Seller shall receive at Closing from Escrow Agent and Saint James Real Estate Advisors, LLC and plus or minus, as the case may require, closing prorations and adjustments to be made pursuant to Section 6.4 below.

(b) In the event Purchaser terminates this Option during the Option Period, the Option Payment shall be returned promptly to Purchaser and no further obligation shall exist between the parties.

Section 1.3 <u>Closing Date</u>. The transaction contemplated hereby shall close within thirty (30) days following the end of the Option Period, as hereinafter defined (the "<u>Closing Date</u>"). The Purchaser shall not be obligated to purchase the Property unless the Approvals have been obtained and, if the Approvals cannot be obtained for the Property through no fault of the Purchaser or Seller, the Agreement shall terminate with respect to the Property and neither party shall have recourse against the other in law or in equity on account of such termination; provided that Seller shall return the Option Payment to Purchaser within ten (10) days of delivery of notice to Seller of notice of termination of this Agreement, Prior to the end of the Option Period, the Option may be exercised by the Purchaser and this Agreement shall convert to a purchase and sale agreement.

Approvals. Purchaser agrees to use commercially reasonable efforts to obtain Section 1.4 all necessary approvals, and Seller agrees, to co-operate with Purchaser to obtain all necessary approvals (collectively, the "Approvals") from the Town of Medway, Massachusetts and other applicable Federal, state and local authorities to develop and to operate a multifamily affordable rental property on the Property (the "Project"); provided, however, that if Purchaser determines, in its reasonable discretion, after conducting due diligence and meeting with public officials and other interested private parties, that Purchaser is not likely to obtain the Approvals for the Project, then Purchaser shall have the right to terminate this Agreement. The Approvals shall include any Federal, state, or municipal permits or approvals deemed by Purchaser to be necessary to develop the Project with not less than [32] affordable rental housing units, including, without limitation, approval of a comprehensive permit in connection with the Project and compliance with the NEPA/Funding Regulations set forth in Section 4.6 hereof . The granting of the Approvals for the Project shall be a condition precedent to the Purchaser's obligation to close. The period from the Effective Date and the date upon which all Approvals are unconditionally secured (including all appeal periods having passed or if appealed, the dismissal of any such appeals) shall constitute the "Option Period."

> ARTICLE 2 Title and Survey

Section 2.1 <u>Title and Survey.</u> Within five (5) Days from the Effective Date, Seller shall advise Purchaser whether there have been any owner's or lender's title insurance commitments or policies issued in connection with the Property within the last 10 years and if so, provide legible copies of those commitments for policies as well as all documents listed as exceptions to title in such insurance commitments or policies and Seller shall also provide all existing surveys of the Property, to the extent that the same are in Seller's possession or control; and (b) Purchaser shall order title commitments or pro forma title policies (the "<u>Title Commitments</u>") and (at Purchaser's election) a survey of the Property (the "<u>Survey</u>").

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Purchaser shall have until the end of the Study Period to give Seller a written Section 2.2 notice that sets forth any objections that Purchaser has to fitle or survey matters affecting the Property and disclosed on the Title Commitments or the Survey (the "Purchaser Title Objections"). Seller shall use reasonable efforts to cure the Purchaser Title Objections before the Closing Date, provided that: (i) except for Voluntary Liens, Seller shall not be obligated to expend more than \$20,000 to effectuate such cure; and (ii) Soller shall in no event be required to bring suit to clear any claimed title or survey defects. If, despite such reasonable efforts, Seller is unable to cure the Purchaser Title Objections by the Closing Date, Purchaser shall have the option (in its sole discretion) of either (y) accepting the title as it then is or (z) terminating this Agreement, in which event this Agreement shall terminate and Purchaser and Seller shall have no further obligations or liabilities hereunder other than Purchaser's obligations under Section 3.1(b) and Section 3.3 and provided that Seller shall return the Option Payment to Purchaser within ten (10) days of delivery of notice to Seller of termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, all Voluntary Liens will be satisfied by Seller on or prior to the Closing Date or, if not so satisfied, shall be satisfied at Closing out of the proceeds otherwise payable to Seller and Purchaser shall have no obligation to give Seller any notice of objection with respect to any Voluntary Liens.

ARTICLE 3 Inspection and Audit

Section 3.1 Information and Access.

(a) During the term of this Agreement, Seller shall promptly provide Purchaser with such information concerning the Property as Purchaser may reasonably request, to the extent that the same is in Seller's possession or control.

(b) During the term of this Agreement, Purchaser, personally or through its authorized agents or representatives ("Agents"), shall be entitled to enter upon the Property upon reasonable advance notice to Seller. Without limiting the foregoing, Purchaser shall have the right to make such investigations, including appraisals, engineering studies, soil tests, environmental studies, inquiry of governmental officials and underwriting analyses as Purchaser deems necessary or advisable, subject to the following limitations: (a) Purchaser shall give Seller written or telephonic notice at least two

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(2) business days (excluding Saturday, Sunday or any Federal or state holiday, a "Business Day") before conducting any inspections on the Property, and a representative of Seller shall have the right to be present when Purchaser or its Agents conduct any such inspections; (b) neither Purchaser nor its Agents shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental, geotechnical or similar tests, all of which shall promptly be repaired by Purchaser; (c) before entering upon the Property to conduct any tests thereon, Purchaser shall furnish to Seller such evidence of general liability insurance coverage naming Seller as an additional insured, in such amounts and insuring against such risks as Seller may reasonably request; and (d) Purchaser shall indemnify, hold harmless and defend the Seller against all costs (including reasonable attorneys' fees) and damage to the Property caused by the activities of Purchaser or its agents under this paragraph, provided; however, that such indemnity shall not include any costs or damages caused by (1) the acts of the Seller or its agents or representatives, (2) any claims of diminution in the value of the Property as a consequence of the results revealed by such tests and inspections or (3) any pre-existing condition of the Property. Purchaser agrees to that such testing and investigations will be as minimally invasive as is reasonable and customary, and that to the extent practicable, Purchaser will restore the Property after such testing to its former condition sufficient for its use at the time of such testing or investigation. The foregoing indemnification obligation shall survive the Closing or termination of this Agreement for a period of thirty (30) days, and no action or proceeding thereon shall be valid or enforceable, at law or in equily after said time periods. Purchaser also agrees to make a copy of any reports contemplated by this Section 3.1(b) that Purchaser commissions with respect to the Property available to the Seller, if requested by the Seller at no cost to the Seller.

Section 3.2 <u>Study Period.</u> Purchaser shall have the period for ninety (90) days from the Effective Date (the "<u>Study Period</u>") to undertake its investigation of the Property. At any time before the end of the first Business Day following the end of the Study Period, Purchaser may, in its absolute and unreviewable discretion determine the status of the Property unsatisfactory with respect to one or more matters, including without limitation: title and survey, environmental, soil conditions, utilities, historic/archeological/endangered species, wetlands, zoning and land use issues, and Purchaser then may terminate this Agreement by giving written notice thereof to Seller (the "Termination Notice"). In the event that Purchaser timely gives a Termination Notice, this Agreement shall automatically terminate and Seller and Purchaser shall have no further obligations or habilities to each other hereunder other than Purchaser's obligations under <u>Section 3.1(b)</u> and <u>Section 3.3</u> and further provided, provided that Seller shall return the Option Payment to the Purchaser within ten (10) days of delivery of notice to Seller of the termination of the Agreement.

Section 3.3 <u>Cooperation</u>. During the term of this Agreement, the Seller shall cooperate with the reasonable requests of the Purchaser, and shall direct its property managers, employees, contractors and consultants to cooperate with the reasonable requests of the Purchaser to obtain information concerning the Property.

ARTICLE 4 Conditions Precedent, Casualty Damage or Condemnation

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Section 4.1 <u>Conditions Precedent Favoring Purchaser</u>. In addition to any other conditions precedent in favor of Purchaser set forth elsewhere in this Agreement, Purchaser's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this <u>Section 4.1</u> on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only by written notice of such waiver from Purchaser to Seller:

(a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing;

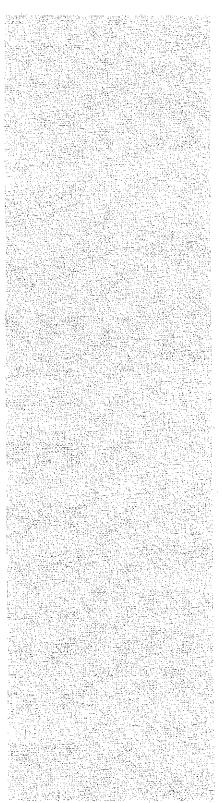
(b) On the Closing Date, the representations of Seller set forth in <u>Section 5.2</u> shall be true, complete and accurate;

(c) Purchaser shall have acquired or have the unconditional right to acquire the land and the improvements thereon located at 0, 1 and 3 Glenn Brook Way in Medway, Massachusetts as described on Exhibit A hereto;

(d) On the Closing Date, good and clear, record and marketable title to the Property shall be conveyed to Purchaser subject only to those permitted title exceptions to which Purchaser has agreed in writing (such exceptions referred to herein as the "Permitted Exceptions") and the Escrow Agent shall issue to Purchaser an extended coverage owner's and lender's title insurance policy (on the current ALTA Form B) in the amount of the Purchaser Price plus any equity and debt on the Property, together with the endorsements as may be required by Purchaser or its lenders, insuring good and indefeasible fee simple title to the Property in Purchaser, subject only to the Permitted Exceptions and the standard printed exceptions, except that: (i) the exceptions for mechanic's liens, unrecorded easements and sovereign lands shall be deleted; (ii) the survey exception shall be limited to Permitted Exceptions; (iii) the exception relating to ad valorem taxes shall relate only to taxes not due and payable as of the Closing and owing for the year of Closing and subsequent years; (iv) the parties-in-possession exception shall be deleted; shall be deleted; (ii) the exceptions; and (v) the exclusion relating to creditor's rights shall be deleted;

(e) On the Closing Date, (i) the Property shall be in the same condition that it is in now and free from tenants and occupants; (ii) there shall be no judicial or administrative or condemnation proceeding pending or threatened concerning the Property that was not disclosed in writing to Purchaser before the commencement of the Study Period; and (iii) the Property and the use and operation thereof shall comply in all material respects with all applicable legal requirements, except for any noncompliance that existed and of which the Purchaser had actual knowledge as of the commencement of the Study Period;

(f) Between the commencement of the Study Period and the Closing Date, there shall not have occurred any spill or release of Hazardous Materials at the Property that have not been fully remediated in accordance with all applicable laws to Purchaser's reasonable satisfaction;



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(g) Purchaser has obtained all Approvals necessary to build and operate a multifamily affordable rental project with no less than 32 housing units from and any/all applicable governmental agencies.

Section 4.2 <u>Conditions Precedent Favoring Seller.</u> In addition to any other condition precedent in favor of Seller set forth elsewhere in this Agreement, Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this <u>Section 4.2</u> on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part only by written notice of such waiver from Seller to Purchaser:

(a) Purchaser shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Purchaser prior to or at the Closing; and

(b) On the Closing Date, the representations of Purchaser set forth in Section 5.2 shall be true, accurate and complete.

Section 4.3 <u>Risk of Loss.</u> Unless and until the Closing is completed, the risk of loss to the Property from casualty or condemnation shall be borne by Seller. In the event of a fire or other casualty, (A) Purchaser shall have the option to purchase the Property in accordance with the terms hereof without reduction in the Purchase Price (except for any applicable deductible that will reduce the insurance proceeds assigned to Purchaser at Closing) and (B) Seller shall assign to Purchaser at Closing all insurance proceeds paid or payable on account of such damage (and the amount of any deductible shall be credited against the Purchase Price). If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) Business Days after written notice to Purchaser of the casualty. If any insurance proceeds paid or payable on account of a fire or other casualty are to be assigned to Purchaser in accordance with the provisions of this Agreement, Seller shall cooperate as reasonably requested by Purchaser to effectuate such assignment (including, if necessary, prosecuting claims in Purchaser's name or for Purchaser's benefit), and Seller's obligation to so cooperate shall survive the Closing.

Section 4.4 <u>Condemnation</u>. Unless and until the Closing is completed, the risk of loss to the Property from condemnation shall be borne by Seller. If, at any time before completion of the Closing, a taking or condemnation (or proceeding in lieu thereof) is commenced or threatened in writing: (i) of all or substantially all of the Property; or (ii) of less than all or substantially all of the Property that: (1) causes the Property to fail to comply with legal requirements or any applicable Agreements; (2) materially impairs access to or egress from the Property; and/or (3) otherwise, in Purchaser's reasonable business judgment, results in a loss of value in excess of \$50,000 (any of the foregoing, a "<u>Material Taking</u>"). Purchaser may, at Purchaser's sole option, elect either to:

(a) terminate this Agreement; or

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(b) purchase the Property subject to and in accordance with this Agreement.

In the event of condemnation or taking that does not constitute a Material Taking, or if there is a Material Taking but Purchaser elects to proceed under <u>Section 4.4(b)</u>: (1) Purchaser shall purchase the Property in accordance with the terms hereof (without reduction in the Purchase Price), (2) Seller shall assign to Purchaser at Closing all condemnation proceeds paid or payable as a result of such condemnation, (3) Purchaser shall have the right to be present with Seller at any hearings or negotiations with respect thereto, and (4) Seller shall not settle or compromise any such matter without Purchaser's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Purchaser shall be deemed to have elected to terminate this Agreement under <u>Section 4.4(b)</u>. If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) Business. Days after written notice to Purchaser of the Material Taking.

Section 4.5 Leasing and Other Activities Prior to Closing.

(a) Seller shall not enter into any lease of any portion of the Property except in the normal course of current operations of the Property and shall not grant any right to any Person to possess or occupy any portion of the Property unless and until this Agreement has terminated. However, Seller shall be allowed to continue to lease the Property as it is currently leased provided that Seller shall be responsible for evicting all tenants prior to the Closing Seller shall not, without Purchaser's prior written approval given or withheld in its sole and unreviewable discretion, sell any portion of the Property.

(b) Seller shall not, without Purchaser's prior written approval given or withheld in its sole and unreviewable discretion, (i) make any material alterations or additions to the Property, except as may be required by law or as may reasonably be required for the prudent repair and maintenance of the Property, (ii) change or attempt to change (or consent to any change in) the zoning or other legal requirements applicable to the Property, or (iii) cancel, amend or modify in any material respect any certificate, license, approval or permit held by or on behalf of Seller with respect to the Property.

(c) At all times prior to Closing, Seller shall: (i) take reasonable measures to prevent excessive deterioration due to the age and current use of the Property; (ii) perform its obligations under the Permitted Exceptions; (iii) maintain the insurance with respect to the Property that is in place as of the Effective Date and maintain liability insurance in accordance with generally prevailing industry standards; (iv) not sell or further encumber the Property or any direct or indirect interest therein or enter into any agreement relating thereto; (v) not cut or remove any trees on the Property, and (vi) promptly give Purchaser a reasonably detailed written notice of: (1) any fire, flood or other material adverse change with respect to the Property, (2) any actual or proposed condemnation (or proceeding in lieu thereof) of which Seller obtains actual knowledge, (3) any written notice received by Seller claiming that the Property or the use and operation thereof fails to comply with applicable legal requirements, and (4)

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any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Property. If Seller becomes aware during the term of this Agreement of any matters that render any of their representations or warranties untrue, Seller shall promptly disclose such matters to Purchaser in writing.

Section 4.6 <u>HUD Provisions.</u> The parties acknowledge that the exercise by the Purchaser of its option and purchase of the Property under this Agreement is subject to a determination by the entity(ies) responsible for performing an environmental review in connection with the proposed use of Federal funds for development of the Project on the desirability of the site for the Project as a result of the completion of the environmental review, in accordance with 24 CFR Part 58, as amended from time to time ("<u>NEPA/Funding Regulations</u>"). In the event that Purchaser determines, or is notified, that as a result of the environmental review, a Finding of No Significant Impact cannot be issued for the Property or the Property otherwise fails to satisfy the environmental review standards and timing requirements of the NEPA/Funding Regulations, Purchaser may terminate this Agreement and receive a refund of the Option Payment.

ARTICLE 5

Section 5.1 As-Is Sale.

(a) Purchaser acknowledges that prior to the Closing, it will have a full and complete opportunity to conduct such investigations, examinations, inspections and analysis of the Property and market conditions as Purchaser, in its absolute discretion, may deem appropriate. Purchaser further acknowledges that, except for Seller Representations, Purchaser has not relied upon any statements, representations or warranties by Seller or any agent of Seller.

(b) Except for the obligations of Seller under this Agreement and the Seller Representations, Purchaser agrees that the Property shall be sold and that Purchaser shall accept possession of the Property on the Closing Date strictly on an "as is, where is" basis, and that, except for the Seller Representations, such sale shall be without representation or warranty of any kind by Seller, express or implied.

Section 5.2 <u>Selfer's Representations.</u> Selfer warrants and represents to Purchaser as follows:

(a) <u>Representations Concerning Seller</u>.

(i) The Seller is a duly organized, validly existing corporation and in good standing under the laws of the Commonwealth of Massachusetts. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms;

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(ii) There are no actions, suits or proceedings pending or, to the best knowledge of Seller, threatened, against or affecting Seller which, if determined adversely to Seller, would adversely affect its ability to perform its obligations hereunder, actions or claims relating thereto or specified therein. Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Seller's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing it inability to pay its debts as they come due or (f) made an offer of settlement, extension or composition to its creditors generally. Seller has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement;

(iii) Neither the execution, delivery or performance of this Agreement (a) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Seller, (2) to the best of Seller's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority, or (3) any agreement or instrument to which Seller is a party or by which it is bound or (b) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument;

(iv) No authorization, consent, or approval of any governmental authority (including courts) or any other Person is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder;

(v) No party constituting Seller is a "foreign person" as defined in Section 1445 of the Code; the taxpayer identification numbers of the parties constituting Seller shall be provided to Purchaser prior to the end of the Study Period;

(b) <u>Representations Concerning the Property.</u>

(i) There are no other options, leases, licenses or other transfer of title or occupancy agreements affecting all or any portion of the Property;

(ii) Seller has not entered into any commitments or agreements with any governmental authorities or agencies or with any other Person affecting the Property that are not a matter of public record at the registry of deeds for the Property; and (2) Seller has not received any written notice requiring the correction of any condition with respect to the Property, or any part thereof, by reason of any alleged violation of any applicable

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federal, state, county or municipal law code, rule or regulation, or stating that any investigation has been commenced or is contemplated regarding any of the same;

(iii) Seller has delivered (or will deliver within the time provided in <u>Section 4.1</u>) to Purchaser (without representation or warranty, express or implied) true and complete copies of all plans, specifications, engineering, geotechnical, environmental, planning and other similar studies or reports (whether draft or final) in the possession or control of the Seller relating to the Property (the <u>Reports</u>"). Except as set forth in the Reports, Seller has not received any written notice of: (1) the presence of any Hazardous Materials at the Property in violation of any Environmental Law or that require any remediation or investigation; or (2) the presence of any underground storage tanks on any portion of the Property;

(iv) Seller has delivered (or will deliver within the time provided in <u>Section 3.1</u>) to Purchaser true and complete copies of all permits, licenses and approvals in Seller or in Seller's possession or control and relating to the ownership and operation of the Property (the "<u>Permits</u>"). Any permits, licenses and approvals relating solely to the operation of the Property are not included in the foregoing. To the best of Seller's knowledge, the Permits are in full force and effect and free from default. Seller has not received any written notice that any license, permit or approval is required in connection with the current ownership or use of the Property.

(v) There are no pending, or to Seller's best knowledge, threatened, judicial, administrative, condemnation or eminen domain proceedings or investigations relating to the Property,

(vi) All sums payable by reason of any labor or materials furnished with respect to the Property, and all sums payable with respect to the production and issuance of the Reports and the Permits, have been, or at or prior to Closing will be, paid in full, and Seller has no knowledge of any material disputes in connection therewith;

(vii) No portion of the Property comprises part of a tax parcel which includes property other than property comprising all or a portion of the Property. No application or proceeding is pending with respect to the establishment of such taxes. There are no tax refund proceedings relating to the Property which are currently pending. There are no special taxes or assessments to be levied against the Property nor is the Seller aware of any change in the tax assessment of the Property;

(viii) Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property;

(ix) To the Seller's best knowledge, the Seller has not failed to deliver to

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Purchaser a true and complete copy of any written report or document in Seller possession or control that materially affects the development, ownership, leasing, value or use of the Property;

(x) Seller is the sole owner of fee simple title to the Property;

(c) <u>Best of Knowledge</u>. When reference is made in this Agreement to the "best knowledge" of a person, it shall mean: (i) actual knowledge, and (ii) that knowledge that a prudent businessperson should have obtained in the management of his or her business affairs after making due inquiry and exercising due diligence with respect thereto. The knowledge (both actual and constructive) of any general partner, director, officer or key employee of an entity that is not a natural person shall be deemed to be the knowledge of such entity.

ARTICLE 6 Closing

Section 6.1 <u>Closing Date</u>. The Closing shall take place on the Closing Date set pursuant to <u>Section 1.3</u>; provided the Purchaser gives the Seller at least seven (7) days prior notice. Unless the parties otherwise agree in writing, the Closing shall be conducted through a customary arrangement with a title insurance company and, on or before the Closing Date, the Seller shall deliver to the Escrow Agent or Purchaser the documents listed in <u>Section 6.2</u> and the Purchaser shall deliver to the Escrow Agent the documents and funds described in <u>Section 6.3</u>.

Notwithstanding anything to the contrary in this Agreement, if, on the Closing Date, Purchaser is unable to bind property and casualty insurance for the Property solely because of the existence of a named hurricane or major snowstorm threatening the area in which the Property is located, Purchaser may, by written notice to Seller, adjourn the Closing until the date that is three (3) Business Days after the date that such condition no longer exists.

Section 6.2 <u>Seller's Deliveries.</u> At the Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items:

(a) (i) A quitclaim deed conveying good and clear record and marketable fee simple title, subject only to the Permitted Exceptions, in proper form for recording, (ii) the Representation Update Certificate with respect to its representation made in <u>Section 5.2</u>, and (iii) the Closing Statement;

(b) Such evidence or documents as may be reasonably required by the Escrow Agent or Purchaser relating to and sufficient to delete any exceptions for: (i) mechanics' or materialmen's liens; (ii) parties in possession (except with respect to Permitted Exceptions); (iii) survey exceptions; (iv) customary affidavits relating to endorsements required by Purchaser's financing sources; or (v) the status and capacity of Seller and the authority of the Person or Persons who are executing the various documents on behalf of Seller in connection with the sale of the Property;

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(c) All books, records and other documents, databases, computer files and other Intangible Property in the possession or control of Seller and material to Purchaser's ownership or operation of the Improvements, including permits, licenses, and approvals, as-built drawings, plans and specifications, and guaranties and warranties, contracts, certificates or records relating to the Property that are in Seller's possession or control and material to the Purchaser's ownership and operation of the Property;

(d) Evidence of authority to enter into the transaction, including an opinion of counsel to Seller; and

(e) A Certificate updating representations contained in Section 5.2.

Section 6.3 <u>Purchaser's Deliveries.</u> At the Closing, Purchaser shall deliver the following items:

(a) Immediately available federal funds sufficient to pay the Purchase Price and Purchaser's share of all escrow costs and closing expenses;

(b) the Closing Statement, duly executed (and, when required, acknowledged);

(c) Such evidence or documents as may reasonably be required by the Escrow Agent evidencing the status and capacity of Purchaser and the authority of the Person or Persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property;

(d) Such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby.

Section 6.4 Costs and Prorations.

(a) <u>General</u>. Real estate taxes and assessments allocable to the payment period that includes the Closing Date.

(b) <u>Taxes.</u> Real estate taxes will be paid by the Purchaser as required by statute based on an assessed value of the Property equal to the Purchase Price prorated as of the Closing Date. All real estate taxes accruing before the Closing Date shall be the obligation of Seller and all such taxes accruing on and after the Closing Date shall be the obligation of Purchaser.

(c) <u>Assessment Installments.</u> If as of the Closing Date the Property is encumbered or otherwise affected by any assessment (whether or not a lien) which is or may become payable in installments, then for the purposes of this Agreement, all inpaid installments of such assessments shall be deemed to have become due and payable prior to the Glosing Date and Purchaser shall be entitled to receive a credit against the Purchase Price in an amount equal to all unpaid installments of such assessments, and in such event Purchaser shall take title to the Property subject to the unpaid installments

not yet due and payable.

(d) <u>Utilities.</u> With respect to water, sewer, electric and gas charges, Seller shall make reasonable efforts to obtain a reading of the meter or other consumption measuring device as of the Closing Date. If the Seller is unable to obtain such a reading, Seller shall furnish a reading as of a date not more than thirty (30) days prior to the Closing Date and the unknown charges shall be apportioned on the basis of an estimate computed by utilizing such reading and the most recent bill from the utility provider.

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(e) <u>Closing Costs.</u> Purchaser and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Purchaser shall pay all costs associated with its due diligence, including the cost of appraisals, architectural, engineering, credit and environmental reports. Each party shall pay one-half of the charges for the escrow services of the Escrow Agent. Seller shall pay all recording fees in connection with the release of any encumbrances on the Property and all transfer taxes and documentary stamp charges. Purchaser shall pay the cost of recording the Deed and any title insurance premiums. All other customary purchase and sale closing costs shall be paid by Seller or Purchaser in accordance with the custom in the iurisdiction where the Property is located.

(f) <u>Closing Statement</u>. Purchaser and Seller shall cooperate to produce prior to the Closing Date a schedule of prorations to be made as of the Closing Date in accordance with the terms of this Agreement (the "<u>Closing Statement</u>"). If any of the items described in this <u>Section 6.4</u> cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned or otherwise, or are incorrectly apportioned at Closing or subsequent thereto, such items shall be apportioned or reapportioned, as the case may be, as soon as practicable after the Closing Date or the date such error is discovered, as applicable. The provisions of this <u>Section 6.4</u> shall survive the Closing.

Section 6.5 <u>Possession</u>. Possession of the Property shall be delivered to Purchaser by Seller at the Closing, subject only to the Permitted Exceptions.

ARTICLE 7 Real Estate Commission

Section 7.1 <u>Commissions</u>. The Purchaser and Seller represent and warrant that no broker's fees or commissions are due to any person in connection with this transaction, except for the payment of a 2.5% fee by Seller to Saint James Real Estate Advisors, LLC (the "Broker"), which shall be the sole obligation and responsibility of the Seller. Each party shall indemnify and hold the other harmless from all claims by any person claiming any fee or commission by, through or under the other party or otherwise in relation to this transaction, whether prior to or after the Closing. The provisions of this Section 7.1 shall survive the Closing.

ARTICLE 8

Termination and Default

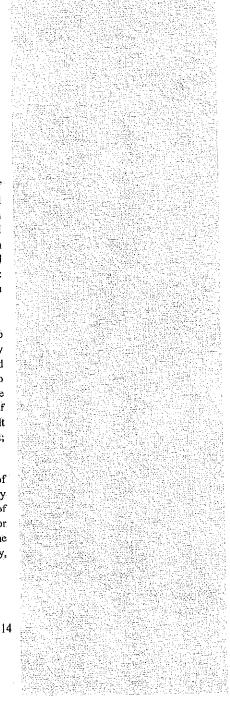
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Section 8.1 <u>Termination Without Default</u>. If the sale of the Property is not consummated because of the failure of any condition precedent to Purchaser's obligations expressly set forth in this Agreement of for any other reason except a default by Purchaser in its obligation to purchase the Property in accordance with the provisions of this Agreement (which shall be governed by <u>Section 8.2</u>) or any default by Seller of its obligations under this Agreement (which shall be governed by <u>Section 8.3</u>), the Agreement shall terminate and neither Party shall have any further obligations hereunder except for the return of the Option Payment to the Purchaser and the obligations that survive the termination of this Agreement.

Section 8.2 <u>Purchaser's Default</u>. If the sale contemplated hereby is not consummated because of a default by Purchaser in its obligation to purchase the Property in accordance with the terms of this Agreement, and if such default is not cured within thirty (30) days from written notice thereof from Seller to Purchaser or such longer period as may be reasonably necessary to effect a cure provided Purchaser is diligently pursuing same, then: then Seller may, as its sole and exclusive remedy at law or in equity: (a) retain the Option Payment as its full and liquidated damages as its sole remedy in lieu of all other rights and remedies which Seller may have against Purchaser at law or in equity for such default in which event the parties shall have no further obligation to each other; or (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement, then: (a) this Agreement shall terminate and (b) Seller and Purchaser shall have no further obligations to each other.

Section 8.3 <u>Seller's Default</u>. If Seller defaults in its obligation to sell the Property to Purchaser in accordance with the terms of this Agreement, and if such default is not cured within thirty (30) days from written notice thereof from Purchaser to Seller, then Purchaser may, as its sole and exclusive remedy at law or in equity: (a) terminate this Agreement by giving written notice thereof to Seller, in which event the parties shall have no further obligation to each other except for return of the Option Payment to the Purchaser within ten (10) days of delivery of notice to Seller of the termination of this Agreement and obligations that survive the termination of this Agreement or; (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) specifically enforce this Agreement.

Section 8.4 <u>Breach of Representations.</u> If either party becomes aware during the term of this Agreement of any matters that render any of their epresentations or warranties untrue, that party shall promptly disclose such matters to the other party in writing. The representations and warranties of Seller and Purchaser set forth in this Agreement or in any document or certificate delivered by Seller or Purchaser in connection herewith shall survive the Closing for a period of twelve (12) months (the "Survival Period"), and no action or proceeding thereon shall be valid or enforceable, at law or in equity, unless within such time written notice thereof is given to the other party.



Section 8.5 <u>Mutual Indemnifications.</u>

(u) Subject to the limitations set forth in Section 8.4, from and after the Closing, Seller shall indemnify Purchaser and defend and hold Purchaser harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable attorneys' fees, resulling from any misrepresentation or breach of warranty by Seller in this Agreement or in any document, certificate, or exhibit given or delivered by Seller pursuant to or in connection with this Agreement.

(b) Subject to the limitation set forth in <u>Section 8.4</u>, from and after the Closing, Purchaser shall indemnify Seller and defend and hold Seller harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable attorneys' fees, resulting from any misrepresentation or breach of warranty made by Purchaser in this Agreement or in any document, certificate, or exhibit given or delivered by Purchaser pursuant to or in connection with this Agreement:

(c) Subject to the limitation set forth in <u>Section 8.4</u>, Seller shall indemnify Purchaser and defend and hold Purchaser harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable attorneys' fees, asserted against, incurred or suffered by Purchaser resulting from: (i) any personal injury or property damage occurring in, on or about the Property or relating thereto and occurring during any period in which Seller or its affiliates owned the Property, from any cause whatsoever other than as a consequence of the acts or omissions of Purchaser, its agents, employees or contractors; (ii) any plaims under statute or common law, to the extent that such liability accrued prior to Closing, except to the extent that Purchaser has received a credit at Closing and/or Purchaser has assumed obligations or liabilities for such pre-Closing periods pursuant to the terms of this Agreement or the closing documents; or (iii) and any claims for transfer taxes, other taxes, and recording fees (including related interest or penalties) that are required to be paid by Seller as a result of the transactions contemplated by this Agreement.

(d) In the event either party hereto receives notice of a claim or demand which results or may result in indemnification pursuant to <u>Section 8.5</u>, such party shall promptly give notice thereof to the other party to this Agreement. The party receiving such notice shall promptly take such measures as may be reasonably required to properly and effectively defend such claim, and may defend same with counsel of its own choosing. In the event the party receiving such notice fails to properly and effectively defend such claim, and in the event such party is liable therefor, then the party so giving such notice may defend such claim at the expense of the party receiving such notice. The provisions of this <u>Section 8.5</u> shall survive the Closing.

ARTICLE 9 Miscellaneous

Section 9.1 Entire Agreement: Successors and Assigns: Miscellaneous Provisions.

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This Option to Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts, and all counterparts shall collectively constitute a single agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by both Seller and Purchaser. In the event the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein", "hereinafter", "hereof and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation." This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

Section 9.2 <u>Waiver: Governing Law.</u> The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. This Agreement shall be construed and the rights and obligations of Seller and Purchaser hereunder determined in accordance with the internal laws of the Commonwealth of Massachusetts without regard to the principles of conflict of laws.

Section 9.3 <u>Notices.</u> All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (with a copy thereof sent in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

To Seller:

Summit Home Builders, Inc. 10 Holbrook Street

KH 388876 I

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92-54

Hopkinton, MA 02053 Attn: Paul Zonghi

To Purchaser:

Metro West Collaborative Development, Inc. 79 Chapel Street Newton, MA 02458 Attn: Jennifer Van Campen 92 Jul

17

with a copy to:

Klein Hornig LLP 101 Arch Street, Suite 101 Boston, MA 02110 Attn: Henry Korman

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this <u>Section 10.3</u>. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

Confidentiality. Each of the parties hereto agrees to take reasonable steps to Section 9.4 maintain the confidentiality of the transaction as described herein, except that information regarding this Agreement and its terms may be disclosed (a) to its directors, officers, employees and agents, including accountants, legal counsel, auditors and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of the transaction and instructed to keep such information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, including the Massachusetts Public Records Law and related laws, ordinances or regulations, (d) in connection with the exercise of any remedies hereunder or under any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder or thereunder, (e) with the consent of the other parties hereto, (f) to any potential financing source for the Project; (g) to third party providers of goods and services engaged by the Purchasers or affiliates in matters related to the Project; (h to make public filings as per Section 10.9 below; or (i) to the extent such information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to any lender or equity investor on a nonconfidential basis from a source other than the parties hereto. Any Person required to maintain the confidentiality of information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such information as such Person would accord to its own confidential information. The provisions of this Section 10.4 shall survive the Closing.

Section 9.5 Attorneys' Fccs. In the event of a judicial or administrative proceeding or

action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

IRS Real Estate Sales Reporting. Purchaser and Seller hereby agree that the Section 9.6 Escrow Agent shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Code and shall prepare and file ail informational returns, including IRS Form 1099-S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

Section 9.7 Further Instruments. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

Section 9.8 Severability. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, inlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

Section 9.8

Recording. Purchaser shall have the right to a memorandum of this Section 9.9 Agreement.

Section 9.40Section 9.9No Implied Agreement. Neither Seller nor Purchaser shall have any obligations in connection with the transaction contemplated by this Agreement unless both Seller and Purchaser, each acting in its sole discretion, elects to execute and deliver this Agreement to the other party. No correspondence, course of dealing or submission of drafts or final versions of this Agreement between Seller and Purchaser shall be deemed to create any binding obligations in connection with the transaction contemplated hereby, and no contract or obligation on the part of Seller or Purchaser shall arise unless and until this Agreement is fully executed by both Seller and Purchaser. Once executed and delivered by Seller and Purchaser, this Agreement shall be binding upon them notwithstanding the failure Formatted: Justified, Right: 0.05", Space After: 12 pt. Line spacing: Exactly 15 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start et: 1 + Alignment: Left

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of Escrow Agent or any other Person to execute this Agreement.

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Section 9.14 Section 9.10 Electronically Transmitted Signatures. Signatures to this Agreement, any amendment hereof and any notice given hereunder, transmitted electronically or by telecopy shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original of this Agreement (and any amendment hereto) with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement (or any amendment hereto), it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted signature and shall accept the telecopied or electronically transmitted signature of the other party to this Agreement.

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[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Purchaser hereto have executed this Agreement as of the Effective Date,

PURCHASER:

METRO WEST COLLABORATIVE DEVELOPMENT, INC.

By: Name: Jennifer Van Campen

Title: Executive Director

SELLER:

SUMMIT HOME BUILDERS, INC.

By: , Name: PAul Title: Prizz.

20

AMENDMENT TO OPTION TO PURCHASE AGREEMENT

This AMENDMENT TO OPTION TO PURCHASE AGREEMENT (this "<u>Amendment</u>") is effective as of November <u>\S</u>, 2016 (the "<u>Effective Date</u>") by and between SUMMIT HOME BUILDERS, INC., a Massachusetts (the "<u>Seller</u>"), and METRO WEST COLLABOARATIVE DEVELOPMENT, INC., a Massachusetts nonprofit corporation, and its assigns (the "<u>Purchaser</u>"), and is intended to amend that certain OPTION TO PURCHASE AGREEMENT pertaining to property located at 0, 1 and 3 Glenn Brook Way in Medway, Massachusetts dated April 15, 2016 by and between Purchaser and Seller (the "Option").

Unless otherwise explicitly stated herein, all terms with initial capitalization used but not defined in this Amendment shall have the meanings provided in the Option.

Background

- A. Purchaser and Seller entered into the Option on April 15, 2016.
- B. Purchaser and Seller wish to amend the Option as set forth below.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Purchaser and Seller, Purchaser and Seller hereby agree as follows:

- 1. Section 1.2(a) of the Option is hereby replaced with the following:
- (a) Subject to the adjustments and apportionments as hereinafter set forth, the purchase price for the Property shall equal Three Hundred Fifty-Eight Thousand Dollars (\$358,000.00) (the "<u>Purchase Price</u>").mThe Purchase Price shall be paid as follows:
 - (i) Concurrent with the execution of the Offer to Purchase Real Estate dated as of March 30, 2016, Purchaser has previously deposited a "good faith deposit" in the amount of \$1,000.00 with Saint James Real Estate Advisors, LLC;
 - (ii) Upon execution of this Agreement, Purchaser shall deposit with Thomas L. McLaughlin, P.C. ("<u>Escrow Agent</u>") an amount equal to Ten Thousand (\$10,000.00), which together with the so-called "good faith deposit" shall hereinafter be referred to as the "<u>Option</u> <u>Payment</u>";
 - (iii) Prior to the Closing Date, Purchase shall pay non-refundable deposits to Seller (the "<u>Non-Refundable Deposits</u>") in the following amounts on the following dates, which Non-Refundable Deposits shall be credited toward the Purchase Price:
 - a. First Deposit: Ten Thousand and 00/100 Dollars (\$10,000.00) due to Seller on November 15, 2016;
 - b. Second Deposit: Ten Thousand and 00/100 Dollars (\$10,000.00) due to Seller on January 15, 2017;
 - c. Third Deposit: Ten Thousand and 00/100 Dollars (\$10,000.00) due to Seller on March 15, 2017; and
 - d. Fourth Deposit: Ten Thousand and 00/100 Dollars (\$10,000.00) due to Seller on May 15, 2017.
 - (iv) On the Closing Date, Purchaser shall pay to Seller by wire transfer of immediately available

Federal funds, certified, cashier's or treasurer's check or bank check, an amount equal to the Purchase Price, minus (i) the sum of the Option Payment which Seller shall receive at Closing from Escrow Agent and Saint James Real Estate Advisors, LLC, (ii) the sum of the Non-Refundable Deposits and (iii) plus or minus, as the case may require, closing prorations and adjustments to be made pursuant to Section 6.4 below.

2. In all other respects the terms and conditions of the Option shall be unchanged by this Amendment, except that Seller will exercise all diligent efforts to meet the timelines for closing set forth on the attached Schedule A and except that the closing in no event will occur after July 31, 2017.

(signature page follows)

,

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal as of the Effective Date.

1

SELLER:

SUMMIT HOME BUILDERS, INC., a Massachusetts corporation

By: Name: Title:

PURCHASER:

METRO WEST COLLABORATIVE DEVELOPMENT, INC., a Massachusetts nonprofit corporation

By

Name: Jounifer Van Campen Title: Executive Director

۰.

Schedule A

West St./Glen Brook Way Medway Timeline for Closing

November 2016 (\$10,000 on 11/15/16)

- Draft LIP application for review by Trust, Planning, etc.
- One Stop pre-application submission to DHCD

December 2016

- LIP application approval by BOS and submission to DHCD

January 2017 (\$10,000 on 1/15/17)

- One Stop full submission

February 2017

- DHCD site eligibility granted to Town

March 2017 (\$10,000 on 3/15/17)

- LIP/Comp permit request to ZBA

April 2017

- Comp permit awarded by ZBA'

May 2017 (\$10,000 on 5/15/17)

- Appeal period ends

June 2017

- Closing on Glen Brook Way

RECEIVED AND (BC CADED NORFOLK COUNTY REGETRY OF DEEDS DEDHAM, MA CERTIFY JULIN PO JOHNELL, REGISTER

DEED

I, Barbara E. Ashman, of Medway, Norfolk County, Massachusetts

for consideration paid, and in full consideration of \$ 210,000.00

grant to Summit Home Builders, Inc., a duly organized and existing Massachusetts corporation with a principal place of business at 10 Holbrook Street, Medway, MA 02053

with quitclaim covenants

The land in Medway, Norfolk County, Massachusetts on Glen Brook Way, being shown as Lots 2 and 3, and the fee interest in said Glen Brook Way, as shown on a plan entitled "Definitive Subdivision" "Hopping Brook Estates" Subdivision Plan of Land in Medway, Mass. Sale: 1'' = 40' Date: June 3, 2005 Prepared By: VEO Associates, Inc. to be recorded herewith and to which plan reference may be had for a more particular description of the granted premises.

Said Lot 2 contains 22,807 \pm S.F. and Lot 3 contains 70,817 \pm S.F. according to said plan.

Said Lot 3 is conveyed subject to a Drainage Easement as shown on said plan.

Being a portion of the premises conveyed to the grantor and her late husband, Glen H. Ashman by deed of Celia Kenion dated May 8, 1963 recorded with Norfolk Deeds, Book 4069, Page 504. See Death Certificate of Glen H. Ashman recorded with Norfolk Deeds, Book 17578, Page 221.

WITNESS my hand and seal this 30 day of June, 2006.

Jaca E. ashman

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

の影響

3 Glen Brook Way, MEdway, MA 02053

and

N

Property Address: Lots

June 30, 2006

On this 3 day of Jrne, 2006, before me, the undersigned notary public, personally appeared Barbara E. Ashman, proved to me through satisfactory evidence of identification, which was <u>hereonal knewledge</u>, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Puplic Notary

My commission expires:



I, Cella Kenion, formerly of West Street, Medway, Norfolk County, Messechusetts, now Dorchester, Suffolk County, Massachusetts, oł a widow

4039

bring MDRAWARE, for consideration psid, grant to Glen H. Ashman and Barbare E. Ashman, husband and wife, as tenants by the entirety, of Holliston, Massachusetts

with guitriaim concurats

the land in that part of said Medway commonly referred to as West Medway, on the Westerly side of West Street, bounded and described as follows:

(Description and en

Beginning at the Northeasterly corner of the granted premises on the Westerly side of said West Street at a stone wall and land now or formerly of Higas Kirkorian; thence

Westerly by said wall and land of Kirkorian, 554.24 feet, more or less to Hoppin Brook; thence; .

Southerly by said Hoppin Brook to land of Foscolo F. Bolzani et ux; thence

Easterly by said Solzani land to the Westerly line of West Street; thence

Northerly by said West Street, 219 feet, more or less, to the point of beginning.

Being the same premises conveyed to Morris Kenion and Cella Kenion, husband and wife, as tenants by the entirety, by Henry J. Pitz and Alice E. Pitz, husband and wife, dated September 24, 1955, and recorded with Norfolk Registry of Deeds, Book 3508, Page 50.

Said premises are conveyed subject to easements and restrictions of record, if any, and subject to the real estate taxes for the year 1963 which the grantees assume and agree to pay.

> \$ 17.05 in U.S. Federal Stamps \$ 17.50 in Mass. Escise Stamps strized and concelled on back of this doed,

> > LIGENCE CONTRACTOR

NOOROCOUCK AND COUCK THE OWNER WATCHING scorssid-m

eighth ωÂday of ... May 10 63. and seal this Kenson

The Commensative of Alexandrautic

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May 8 10 63

and acknowledged the foregoing instrument to be her free ect deed, before no

ney Ŀ HARH.D MEIZLER. Noney Public + NOCCOSTROX

moorded May 9,1963 at 98.138.4.N.

Section 7

Glen Brook Way

2



Project Description

Affordable rental Apartments

- 16 One-Bedroom \bullet
- 21 Two-Bedroom
- 11 Three-Bedroom \bullet

Site amenities including:

- Property management office
- 72 parking spaces
- Play ground

В

- School bus shelter
- Nature Path
- Significant landscaping
- Dark Sky sensitive site lighting

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Drawing List

C201 Civil Site Layout

C400 Civil Details

C401 Civil Details

C402 Civil Detials

L100 Landscape Schematic Plan L200 Playground Enlarged Schematic Plan/Equip

A105 Unit Type B - First Floor Plan (Not Included)

A115 Unit Type C2 - First Floor Plan A116 Unit Type C2 - Second Floor Plan

A200 Unit Type A - Elevation A201 Unit Type A - Elevation A210 Unit Type C1- Elevation A211 Unit Type C1- Elevation

A214 Unit Type C2 - Elevation

Unit Distribution	
-------------------	--

	1 E	BR	2 E	3R	3 E	Br		
	Sq.Ft	Units	Sq.Ft	Units	Sq.Ft	Units		Notes
Building Type A								2 Identical Buildings
(Buildings 1,2,3) Unit 1			821	3				3 Identical Buildings
Unit 2	649	2	021	3				
		3						
Unit 3	683	3	4000					
Unit 4			1032	3				
Unit 5			932	3				
Unit 6					951	3		
Unit 7					1008	3		
Total		3996		8355		3024	15375	
Building Type B (Building 4)								
Unit 1			821	1				Accessible
Unit 2	649	1						Accessible
Management Office	683							
	003		004					
Unit 4			924					
Unit 5		-	932	1	4405			
Unit 6					1165	1		
Unit 7					1007	1		
	1332		2677		2172		6181	
Building Type C1 (Building 5)								
Unit 1	580	1						
Unit 2	000		-		1120	1		Accessible
Unit 3	580	1			1120			
Unit 4	580	1						
	580	1						
Unit 5	580	1	040					
Unit 6		-	910	1				
Unit 7			910	1				
Unit 8			910	1				
Unit 9			910	1	the assessment			
Unit 10					1120	1		
Unit 11			910	1				
Total	2320		4550		2240		9110	
Building Type C2 (Building 6)								
Unit 1	580	1						
Unit 2	580	. 1					-	
Unit 3	580	1						
Unit 4	580	1						
	580	1						
Unit 5	560	1	040					
Unit 6			910	1				
Unit 7			910	1				
Unit 8			910	1				
Unit 9			910	1				
Unit 10					1120	1	1	
Total		4012		8376		3035	15423	
Total Unit Area							46,089	
Common Area							9,218	
Total Area							55,307	
5% Accessible 2A		200.6		418.8		151.8		771.

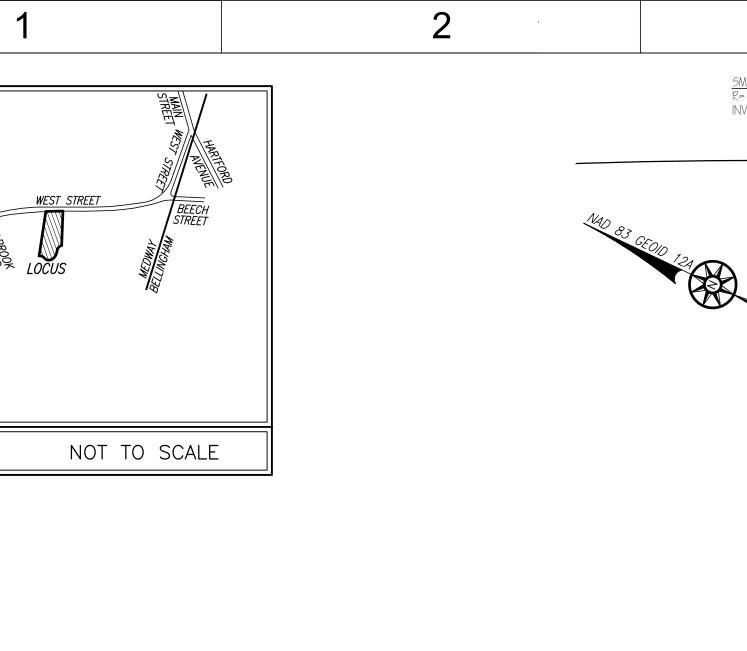
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C101 Civil Existing Conditions Plan

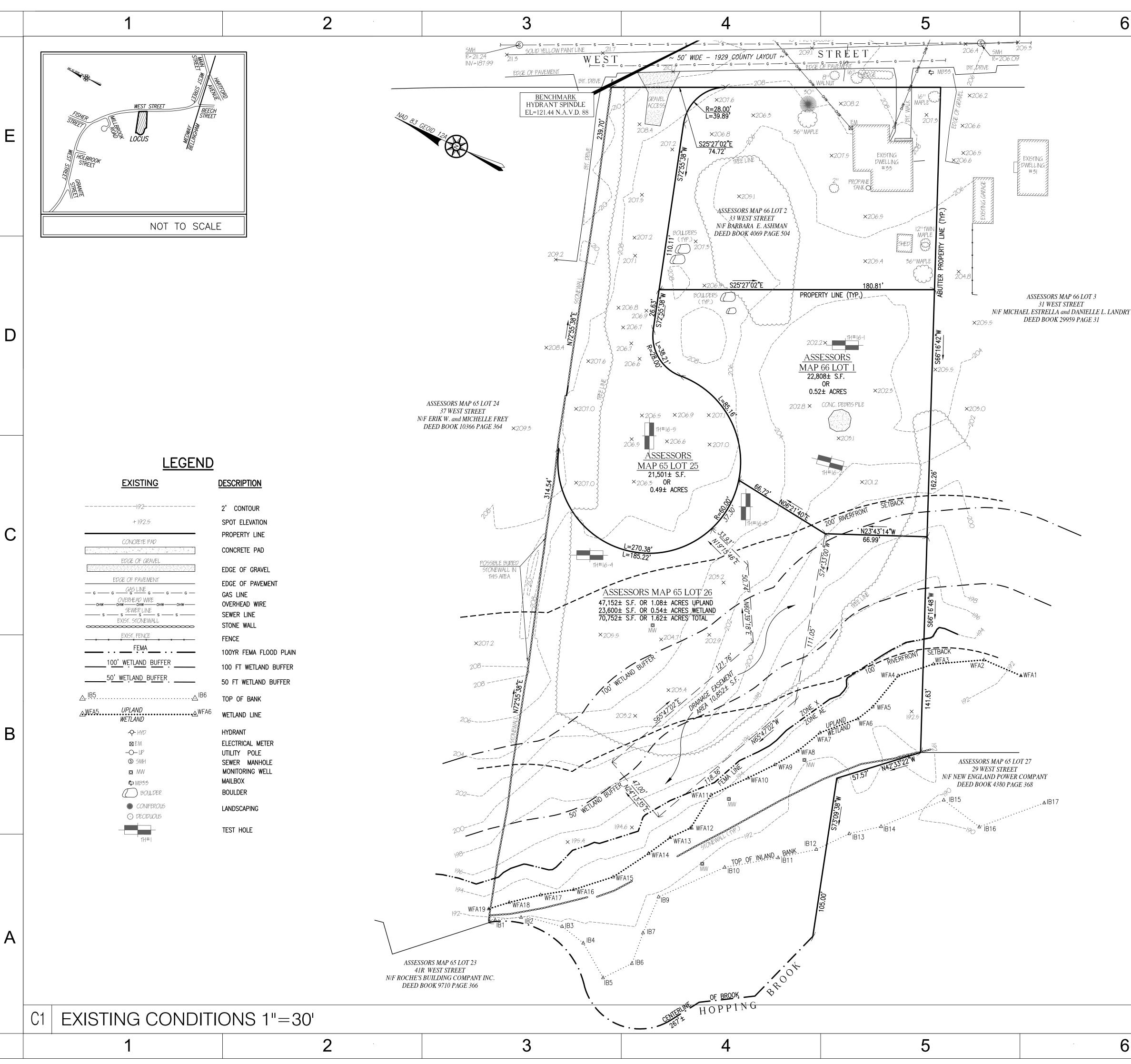
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- C301 Civil Grading and Utilities Plan
- A100 Unit Type A First Floor
- A101 Unit Type A Second Floor
- A102 Unit Type A Third Floor
- A103 Unit Type A Roof Plan
- A104 Unit Type A Basement Plan
- A110 Unit Type C1 First Floor Plan
- A111 Unit Type C1 Second Floor Plan
- A112 Unit Type C1 Third Floor Plan
- A113 Unit Type C1 Roof Plan (Not Included)
- A114 Unit Type C1 Basement Plan
- A117 Unit Type C2 Third Floor Plan
- A118 Unit Type C2 Roof Plan (Not Included)
- A119 Unit Type C2 Basement Plan
- A212 Unit Type C1- Elevation
- A213 Unit Type C2 Elevation

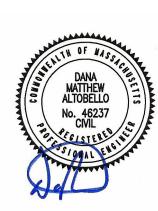




ASSESSORS MAP 65 LOT 24 *37 WEST STREET*



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RECORD OWNER: ASSESSORS MAP 65 LOT 25 SUMMIT HOME BUILDERS, INC. 0 GLEN BROOK WAY MEDWAY, MA 02053 DEED BOOK 23841 PAGE 257

ASSESSORS MAP 65 LOT 26 SUMMIT HOME BUILDERS, INC. 3 GLEN BROOK WAY MEDWAY, MA 02053 DEED BOOK 23841 PAGE 257 ASSESSORS MAP 66 LOT 01 SUMMIT HOME BUILDERS, INC. 1 GLEN BROOK WAY

MEDWAY, MA 02053 DEED BOOK 23841 PAGE 257

SUMMIT HOME BUILDERS, INC. 10 HOLBROOK STREET MEDWAY, MA 02053

NOTES:

- PROPERTY LINE, STREET LINE AND OWNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE NORFOLK COUNTY REGISTRY OF DEEDS AND THE TOWN OF MEDWAY ASSESSORS DEPARTMENT.
- 2. TOPOGRAPHY AND DETAIL INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND SURVEY PERFORMED BY MERRILL ENGINEERS AND LAND SURVEYORS DURING JULY OF 2016.
- ALL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988. PLAN IS HORIZONTALLY REFERENCED TO MASS MAINLAND NAD83 STATE PLANE COORDINATES.
- 4. SUBJECT SITE IS IN THE "AGRICULTURAL-RESIDENTIAL II (AR-II)" DISTRICT AS DEPICTED ON THE TOWN OF MEDWAY ZONING MAP.
- EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN COMPILED BASED 5. ON OBSERVED ABOVE GROUND EVIDENCE AND AVAILABLE RECORD PLANS AND ARE TO BE CONSIDERED APPROXIMATE. MERRILL CORPORATION DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN OR THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN.

ENVIRONMENTAL INFORMATION:

- 4. WETLAND RESOURCE AREAS SHOWN HEREON WERE DELINEATED BY ENVIRONMENTAL CONSULTANTS AND RESTORATION, LLC DURING APRIL OF 2016 AND FIELD LOCATED BY BY MERRILL ENGINEERS AND LAND SURVEYORS.
- 5. SITE IS NOT WITHIN AN A.C.E.C. (AREA OF CRITICAL ENVIRONMENTAL CONCERN).
- 6. SITE IS NOT WITHIN AN AREA OF ESTIMATED HABITAT OF RARE WILDLIFE PER NHESP MAP OCTOBER 1, 2010 "ESTIMATED HABITATS OF RARE WILDLIFE" FOR USE WITH THE MA WETLANDS PROTECTION ACT REGULATIONS (310 CMR 10)."
- 7. SITE DOES NOT CONTAIN A CERTIFIED VERNAL POOL PER NHESP MAP OCTOBER 1, 2010 "CERTIFIED VERNAL POOLS."
- 8. SITE IS NOT WITHIN A PRIORITY HABITAT PER NHESP MAP OCTOBER 1, 2010 "PRIORITY HABITATS OF RARE SPECIES" FOR SPECIES UNDER THE MASSACHUSETTS ENDANGERED SPECIES ACT, REGULATIONS (321 CMR10).
- 9. SITE IS NOT WITHIN A STATE APPROVED ZONE II GROUND WATER RECHARGE PROTECTION AREA.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" AND ZONE "AE" OF THE FLOOD INSURANCE RATE MAP, AS SHOWN ON COMMUNITY MAP No. 25021C0139E, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 2012, AND A PORTION OF THIS PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA.

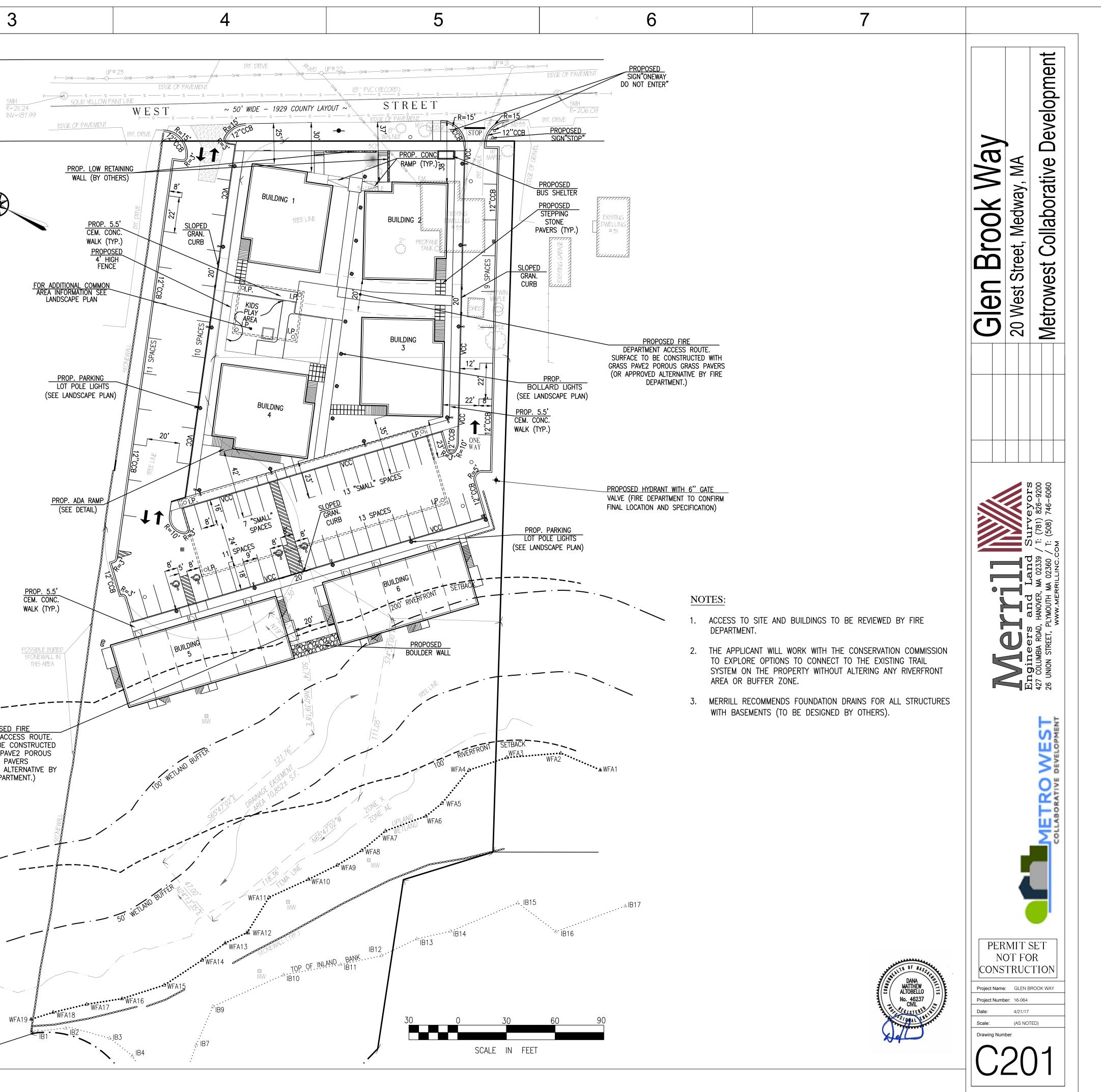
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	Fugineers and Land Surveyors	427 COLUMBIA ROAD, HANOVER, MA 02339 / T: (781) 826-9200 26 UNION STREET, PLYMOUTH MA 02360 / T: (508) 746-6060 www.merrillinc.com			
PERMIT SET					
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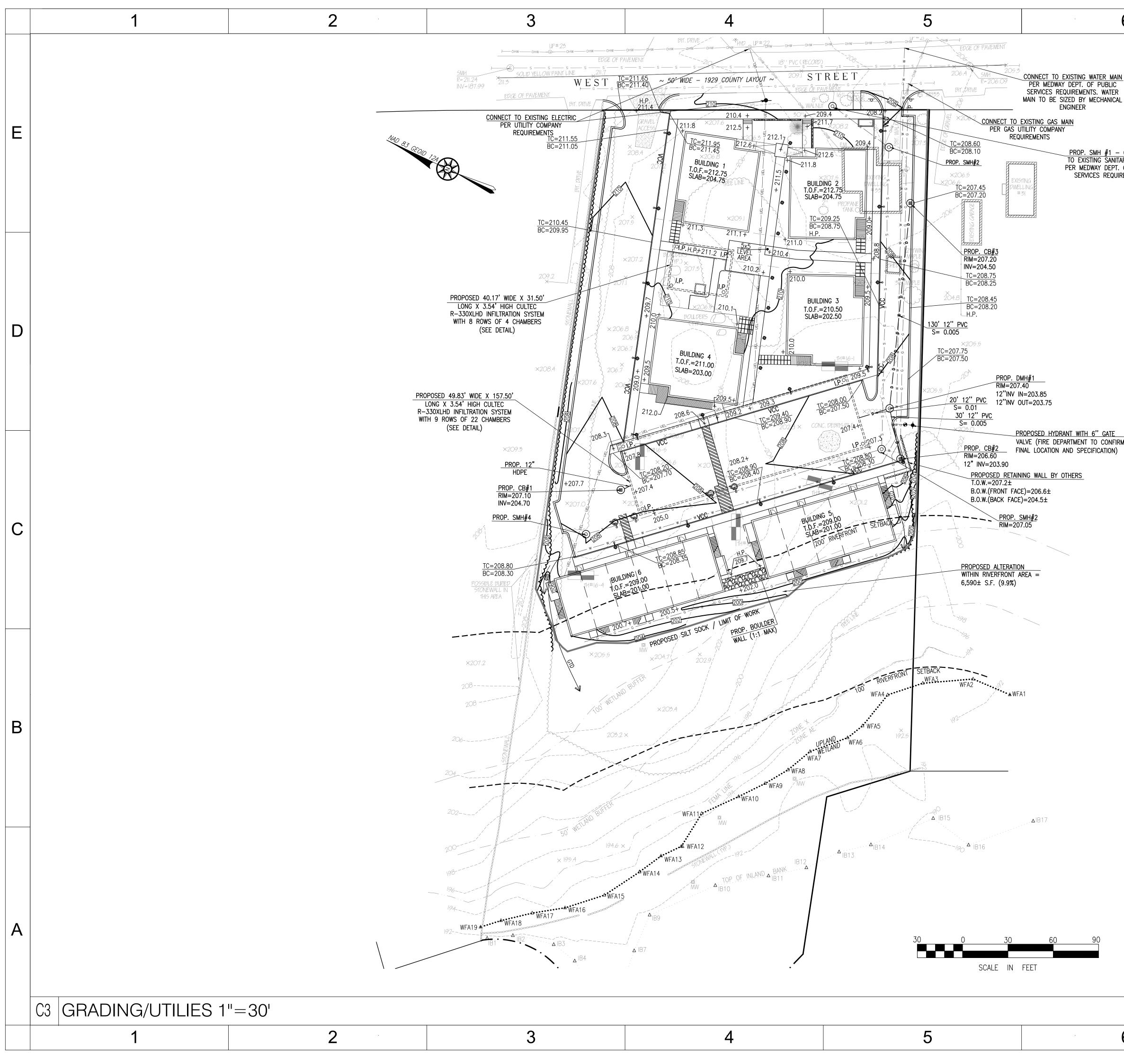
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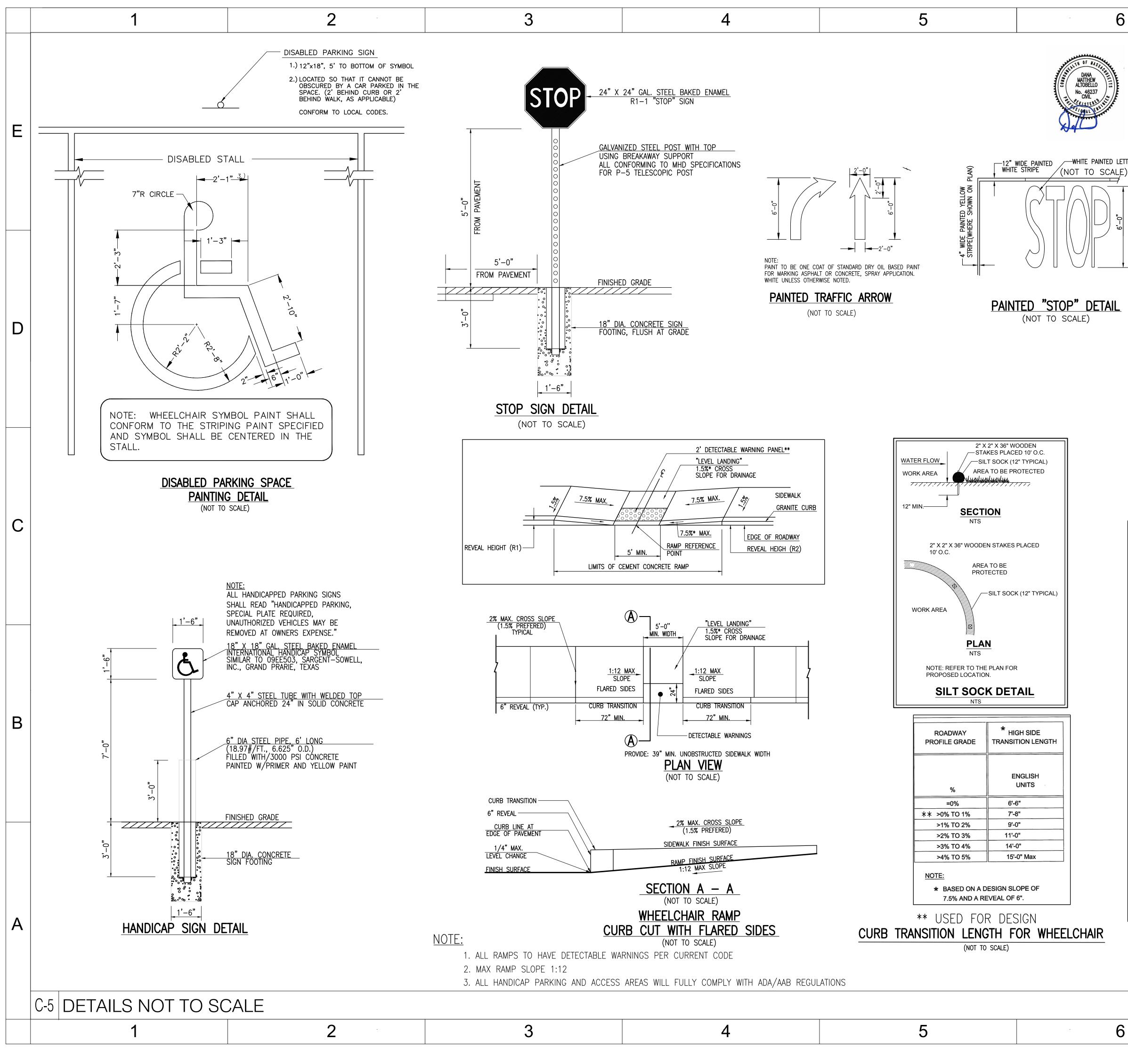
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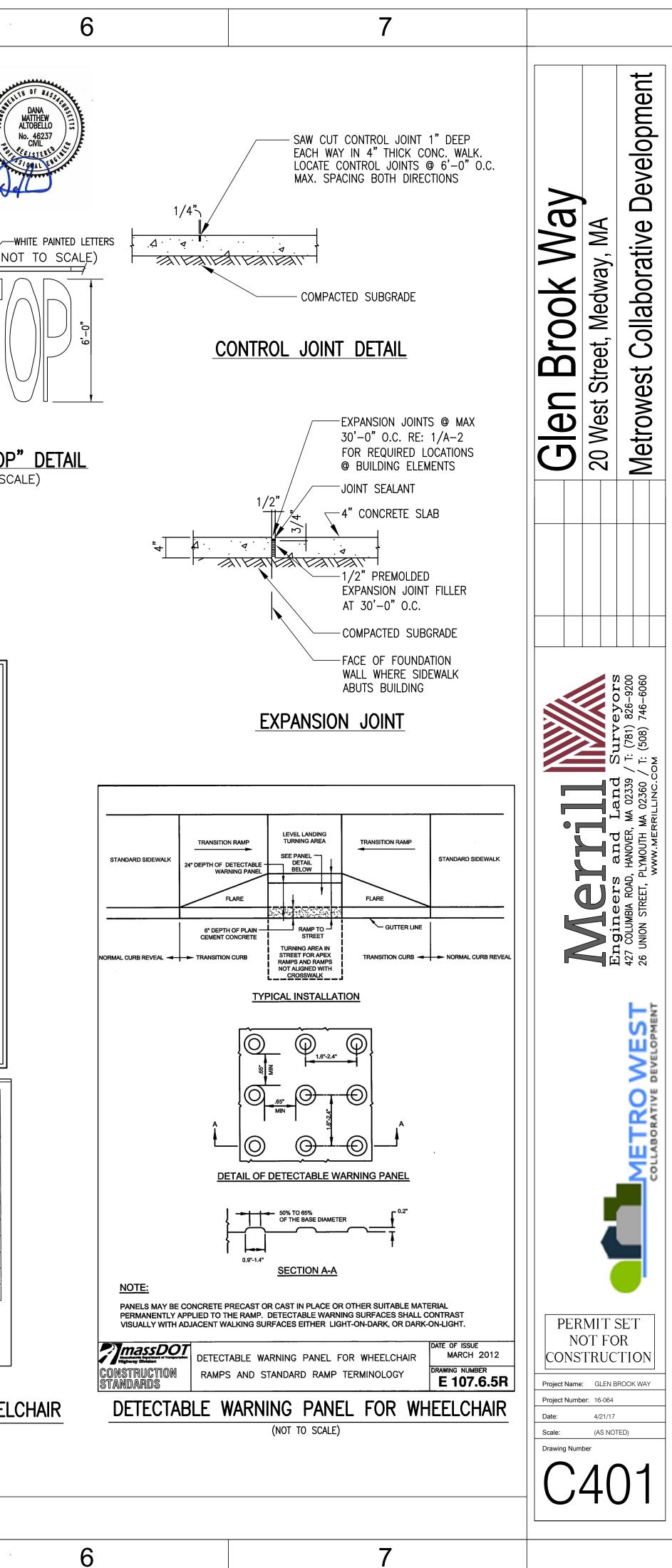
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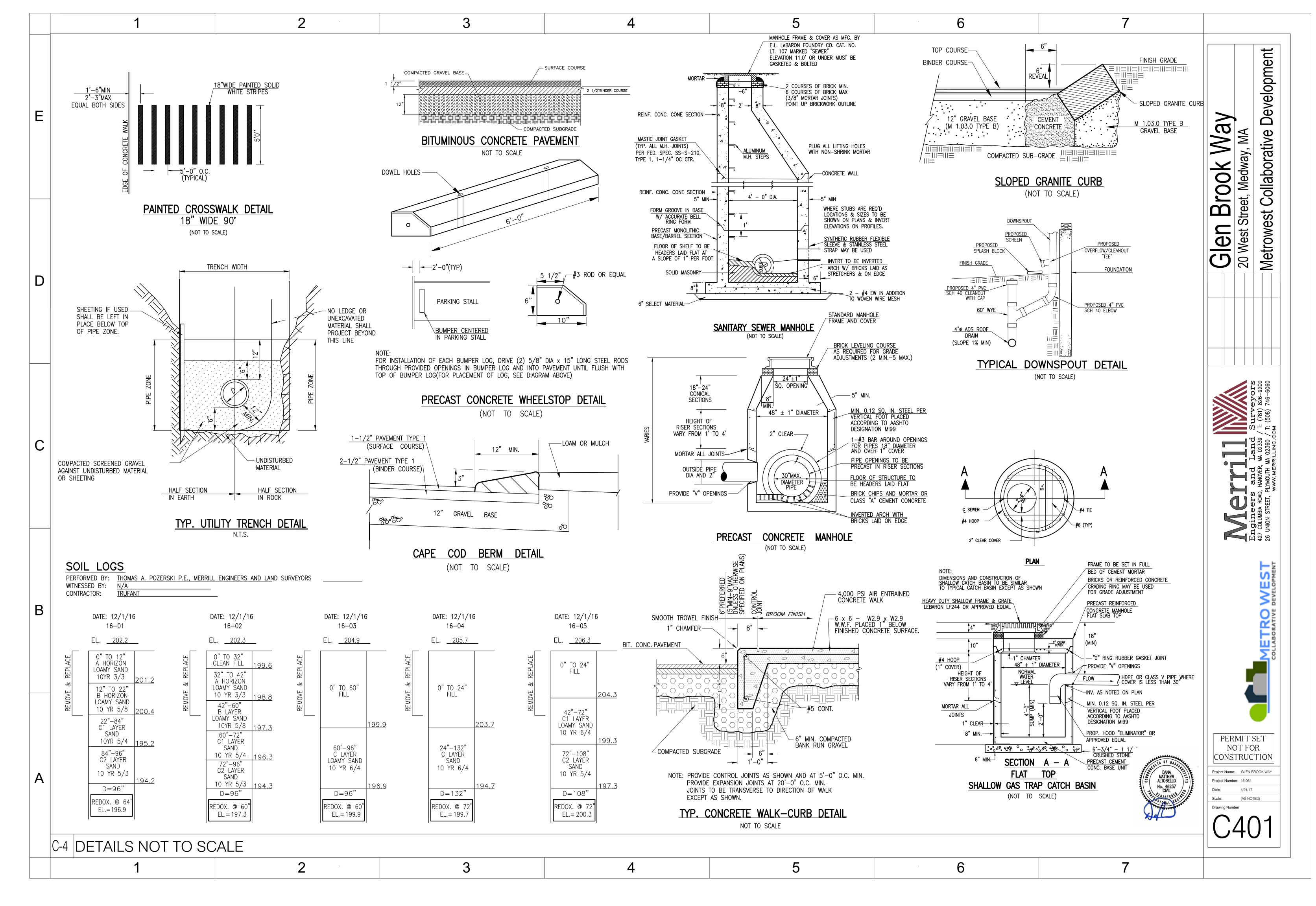


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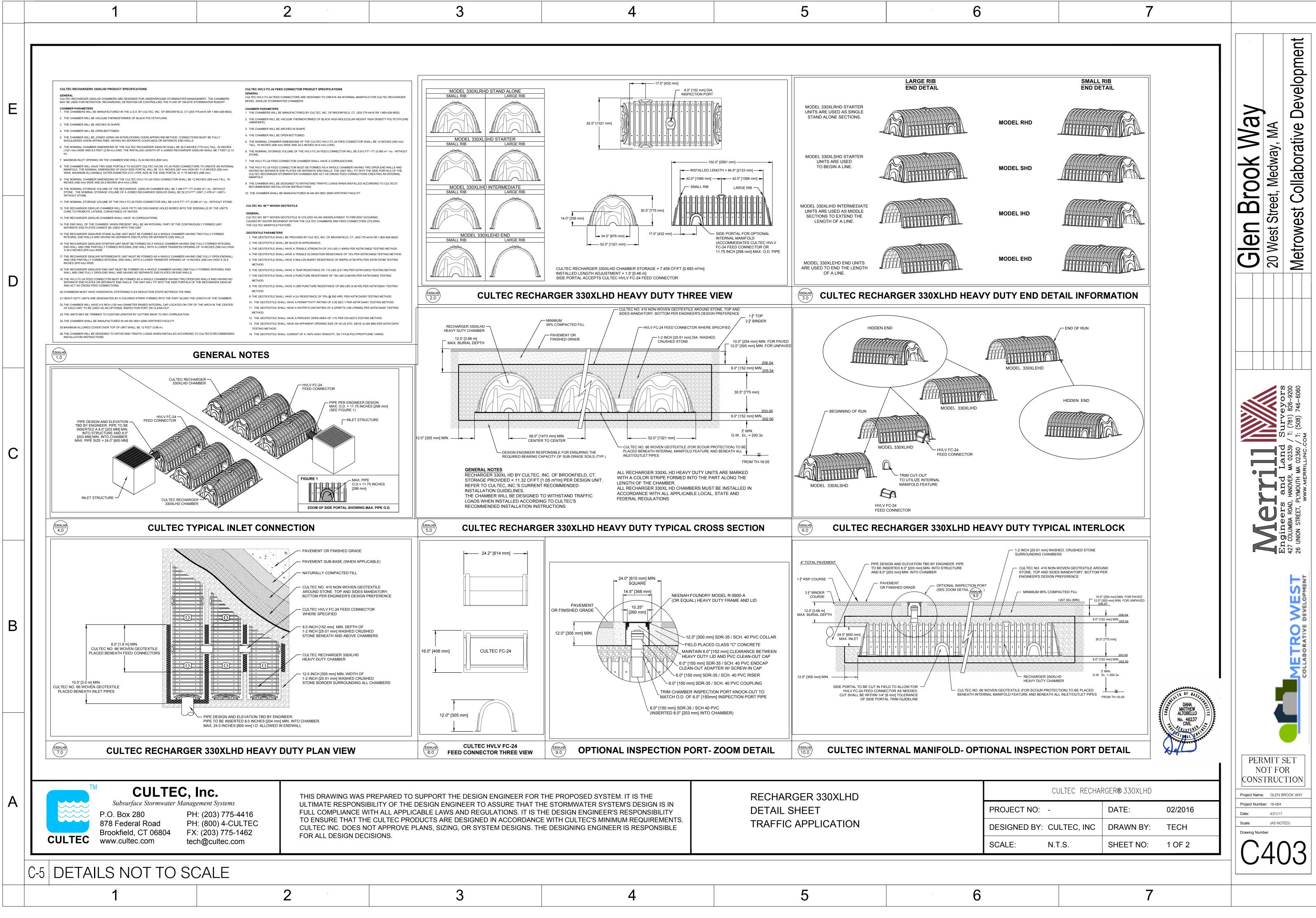
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CONNECT ARY SEWER OF PUBLIC REMENTS		Glen Brook Way 20 West Street, Medway, MA Metrowest Collaborative Development
M		Engineers and Land Surveyors 427 COLUMBIA ROAD, HANOVER, MA 02339 / T: (781) 826-9200 26 UNION STREET, PLYMOUTH MA 02360 / T: (508) 746-6060 www.MERRILLING.COM
		COLLABORATIVE DEVELOPMENT
	ALOBEIO No. 46237 CIVIL IN THE MARKEN ALOBEIO NO. 4637 CIVIL IN THE MARKEN ALOBEIO NO. 4637 C	PERMIT SET NOT FOR CONSTRUCTION Project Name: GLEN BROOK WAY Project Number: 16-064 Date: 4/21/17 Scale: (AS NOTED) Drawing Number
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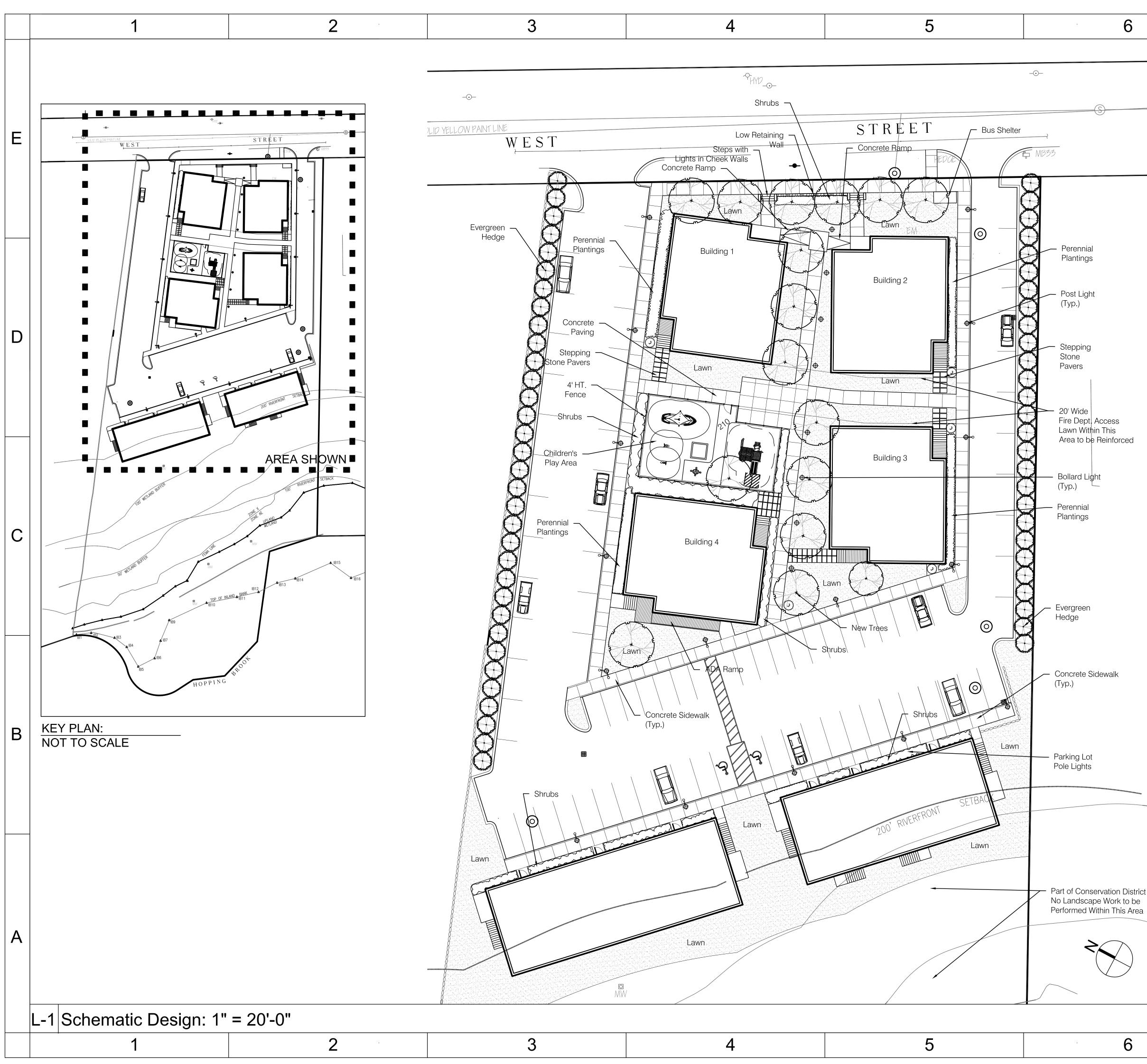




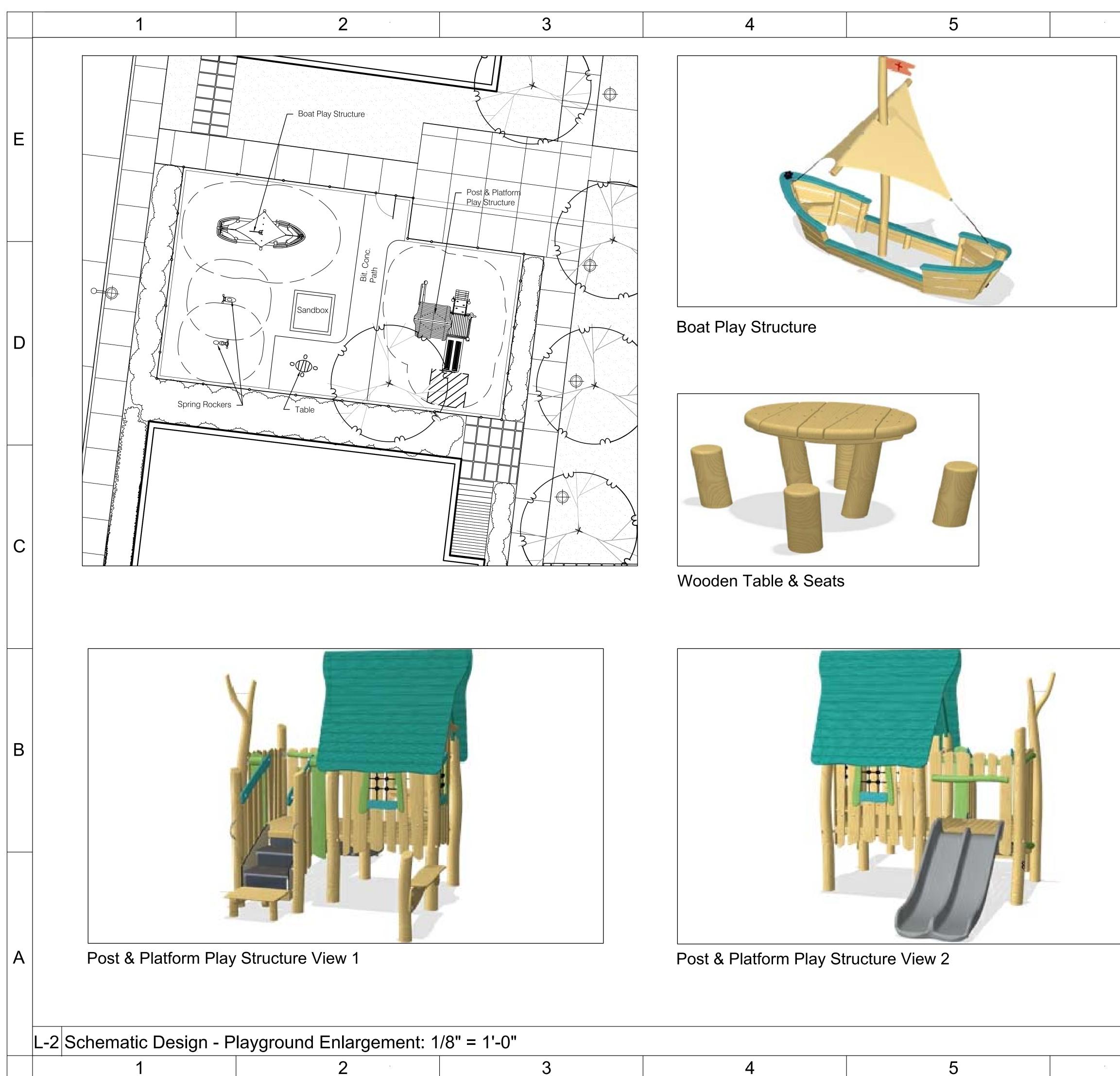


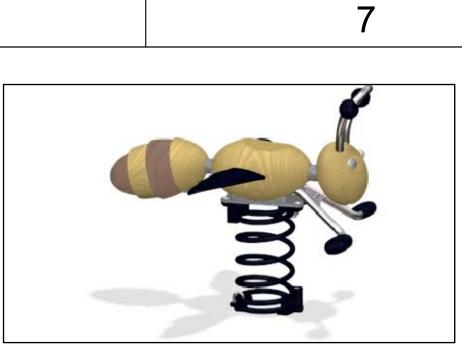
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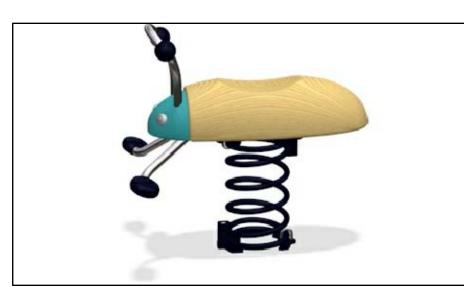


	7	
LIGHTING	KEY:	
¥ -	 edestrian Scale Post Light Fixture and pole to be selected. Fixture to comply with dark skies and to be shielded as required to prevent light from extending beyond property line. Locations shown are approximate. Footcandle diagrams to be provided after fixtures are selected. edestrian Scale Light Bollard Bollard to be selected. Locations shown are approximate. 	ook Way Medway, MA Ilaborative Development
	 Footcandle diagrams to be developed after bollards are selected. 	Brd Street, est Co
		20 West Metrow
		02141 octure ecture
		CBA Landscape Architects LLC KE STREET I CAMBRIDGE MA 02141 760 I www.cbaland.com I cba@cbaland.com landscape architecture urban design master planning
		Landscape A EET I CAMB www.cbaland.com
		CBA La
		CE 24 THORNDIKE phone 617.945.9760
		O WEST
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	ANTIMASSACHUSET TUM	
	REST AVDSCAPE AVD	Project Name: WEST-BASE Project Number: 160003 Date: 04/24/2017
	Not for Construct	Scale: 1"=20'-0" Drawing Number





Bee Spring Rocker

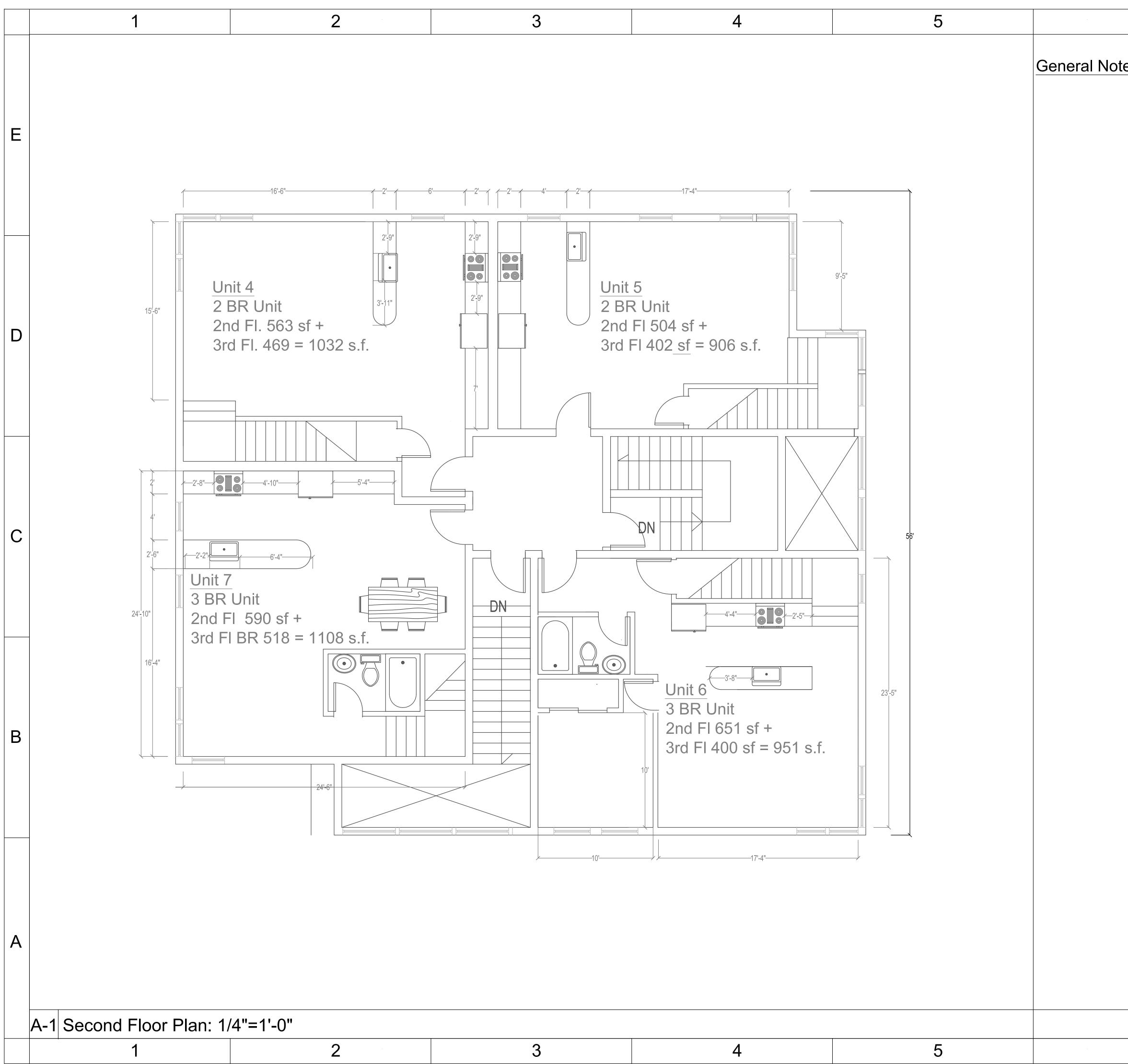


Ladybug Spring Rocker

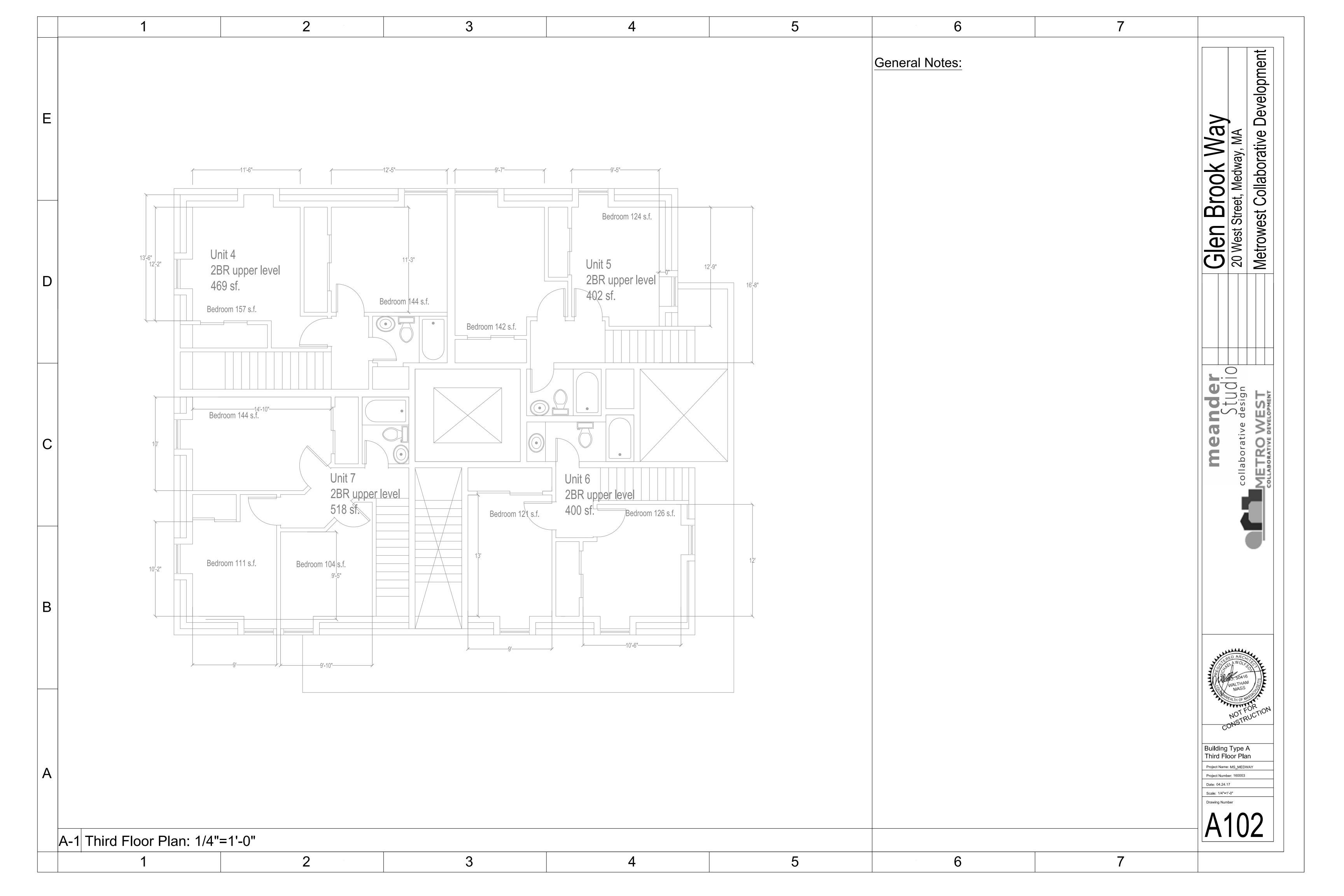
Not for Construction

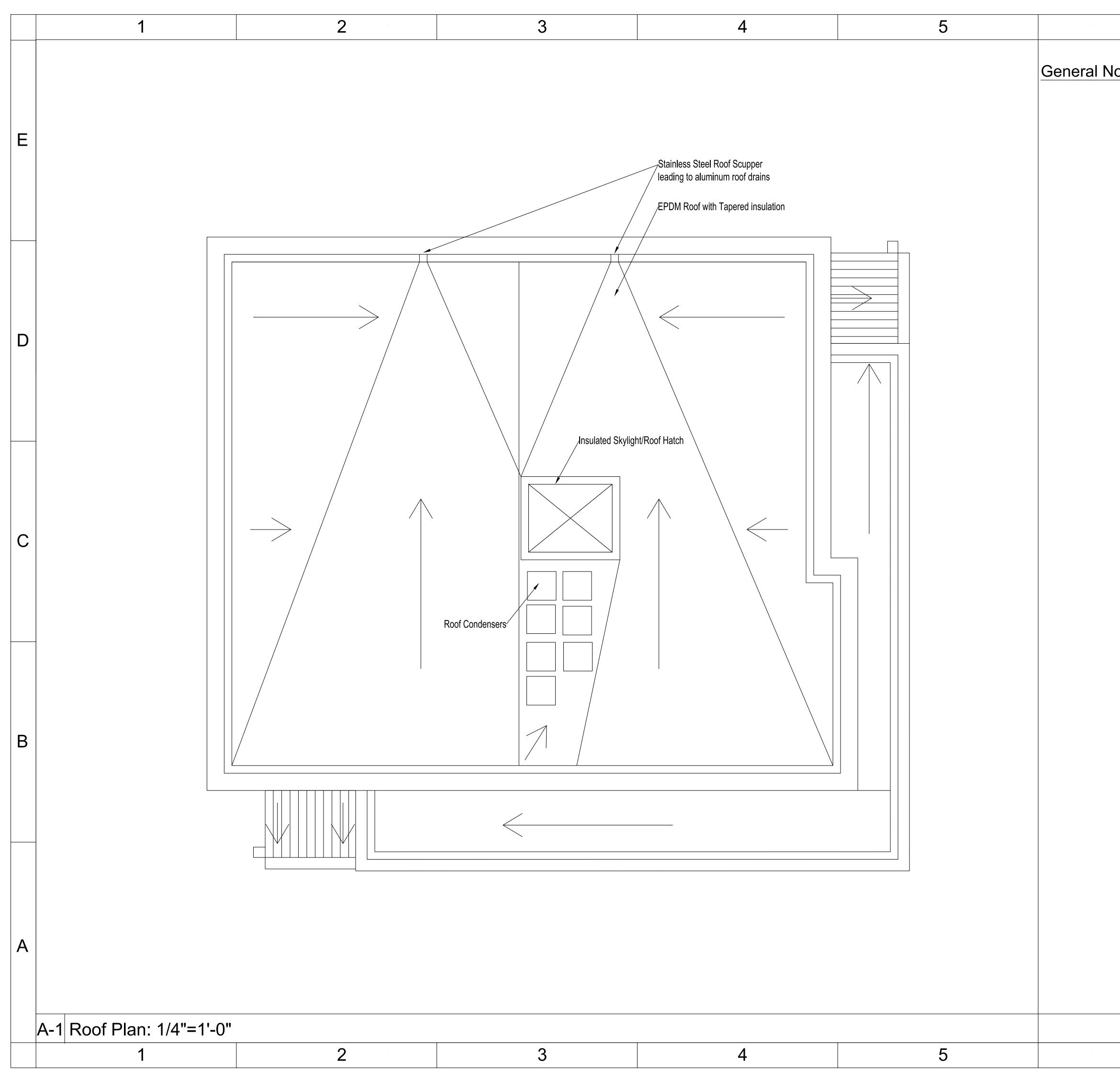
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Project	CBA Landscape Architects LLC	Glan Brook Wav
Name	- 1	
: WEST	24 THORNDIKE STREET I CAMBRIDGE MA 02141 Phone 617.945.9760 I www.cbaland.com I cba@cbaland.com	20 West Street Medway MA
-BASE	landscape architecture	
	urban design	
MEIRO WEST	master planning	
COLLABORATIVE DEVELOPMENT		



tes:	0		
Bading Type A Construction Budget of the second Construction Budget of the second Construction C			Brook Way eet, Medway, MA Collaborative Development
Building Type A Construction Construction Building Type A Second Floor Plan Proce theme theory throw Proce theme theory Proce theory Pro			
Building Type A Second Floor Plan Project Number: 160003 Date: 04-24-17 Scale: 14f=1-0r Drawing Number A101			collaborative of collab
			Building Type A CONSTRUCTION NOT FOR Number
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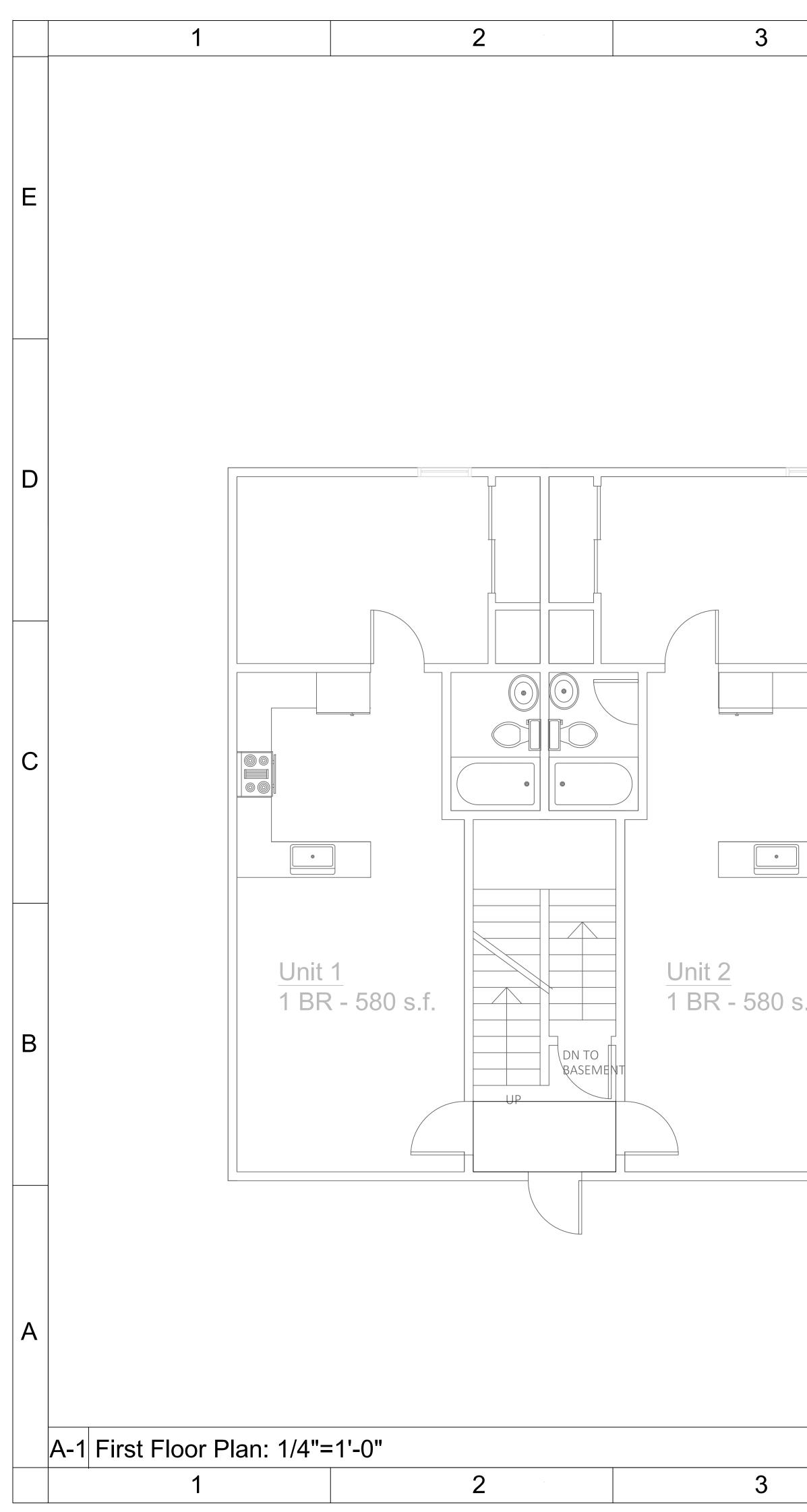




<u>Votes:</u>		Glen Brook Wav	20 West Street, Medway, MA Metrowest Collaborative Development
		meander	Collaborative design collaborative design collaborative bevelopment
		Buildir Roof Project Na Project Na Date: 04. Scale: 1/4 Drawing N	ame: MS_MEDWAY umber: 160003 24.17 4"=1'-0"
6	7]

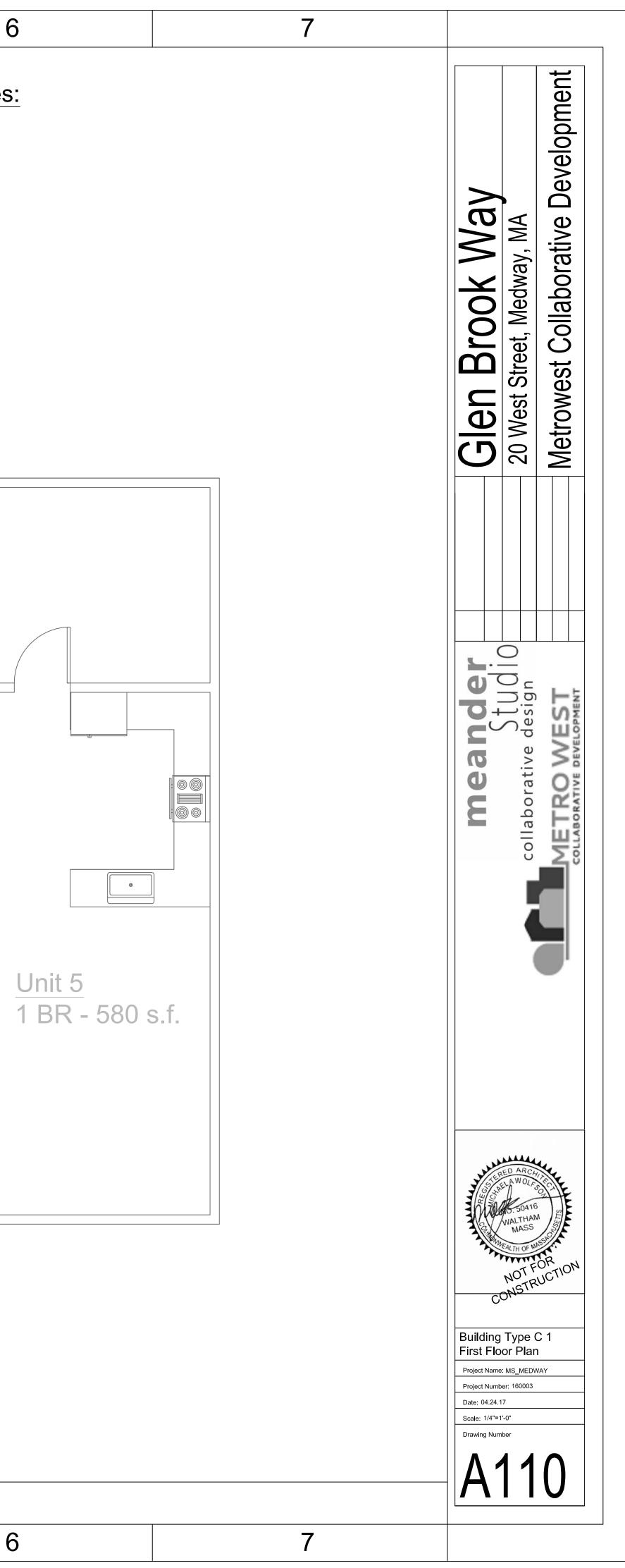


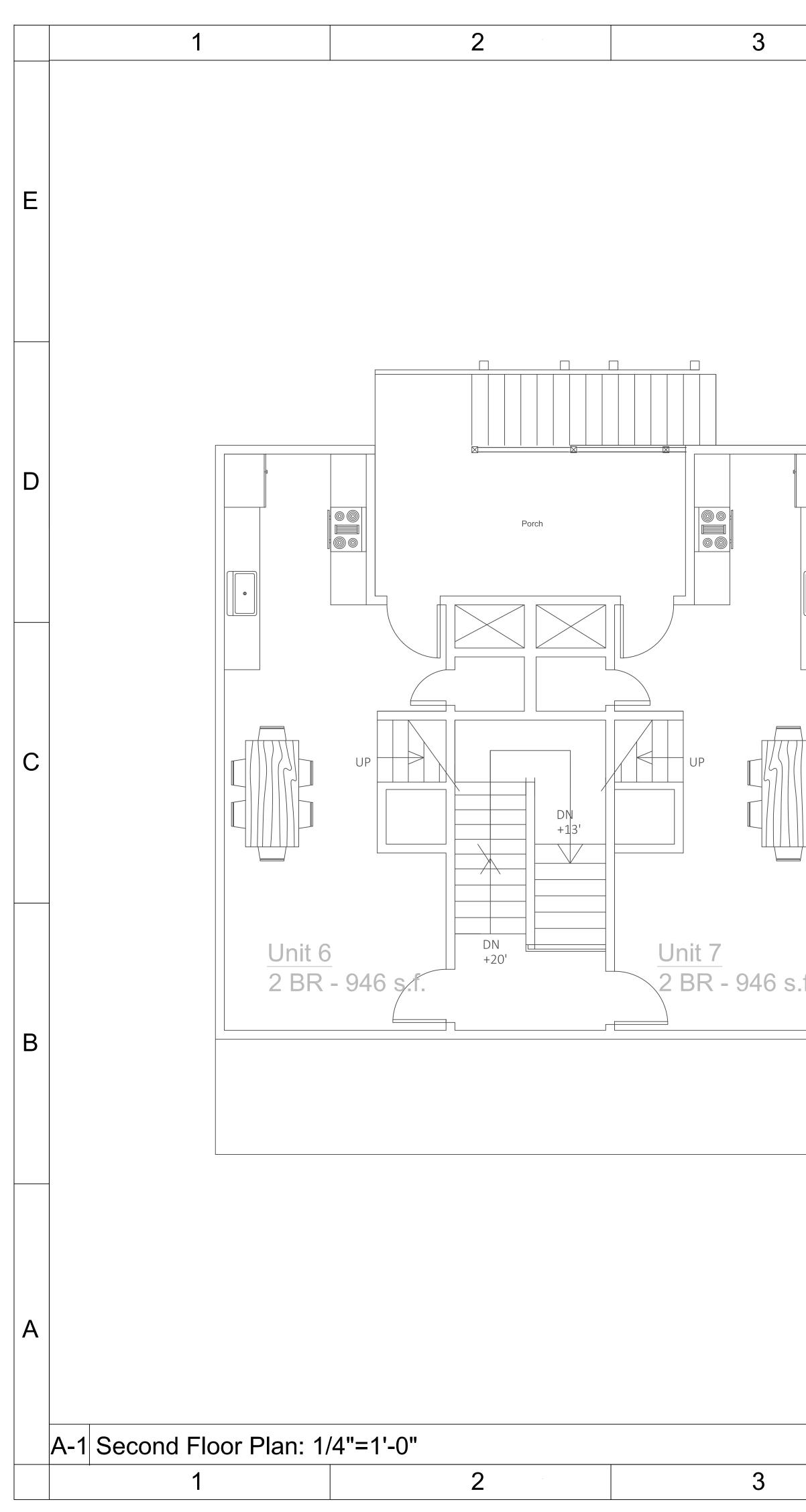
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Idg lech	Unit storage		General Notes:		meander Studio Glen Brook Way Studio 20 West Street, Medway, MA Collaborative design 20 West Street, Medway, MA Metrowest Metrowest Collaborative Development
UP to First Floor					Building Type A Building Type A Basement Plan Project Name: MS_MEDWAY Project Name: 160003 Date: 04.24.17 Scale: 1/4"=1-0" Drawing Number
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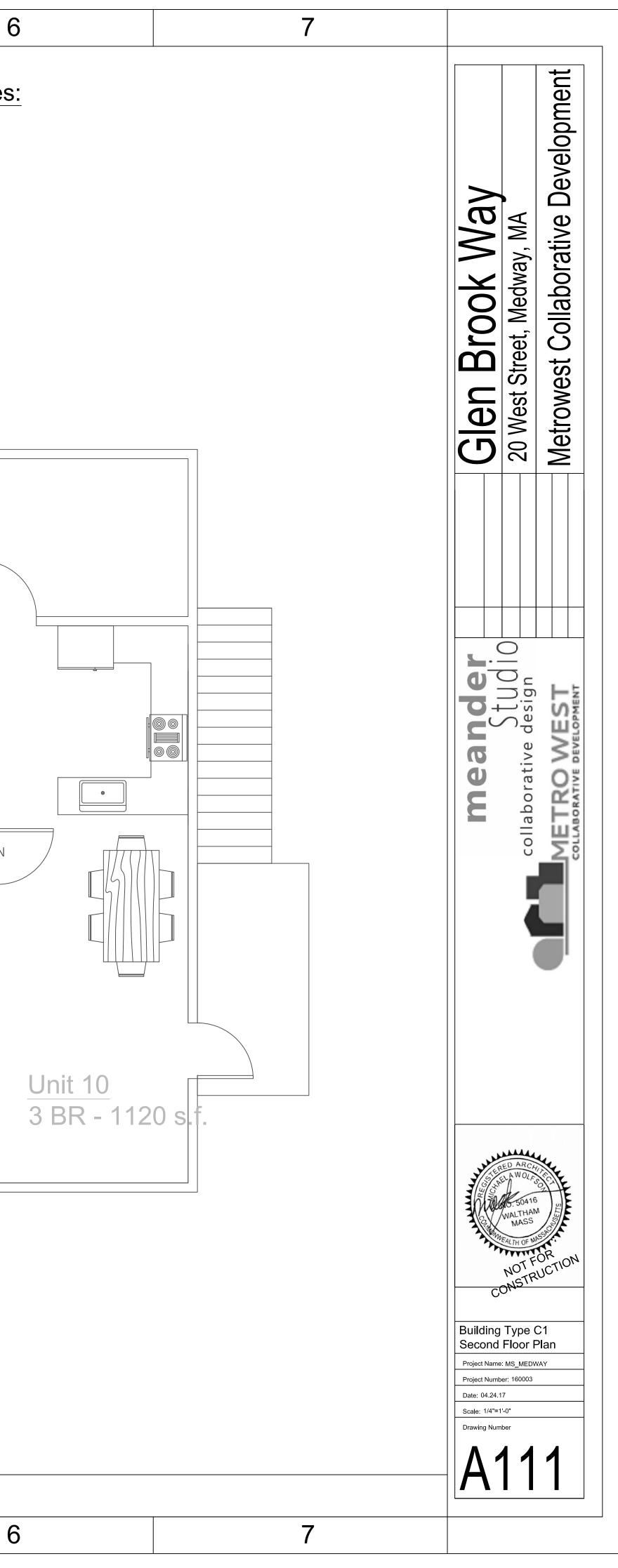
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				G	eneral Notes
<u></u>					
				©	
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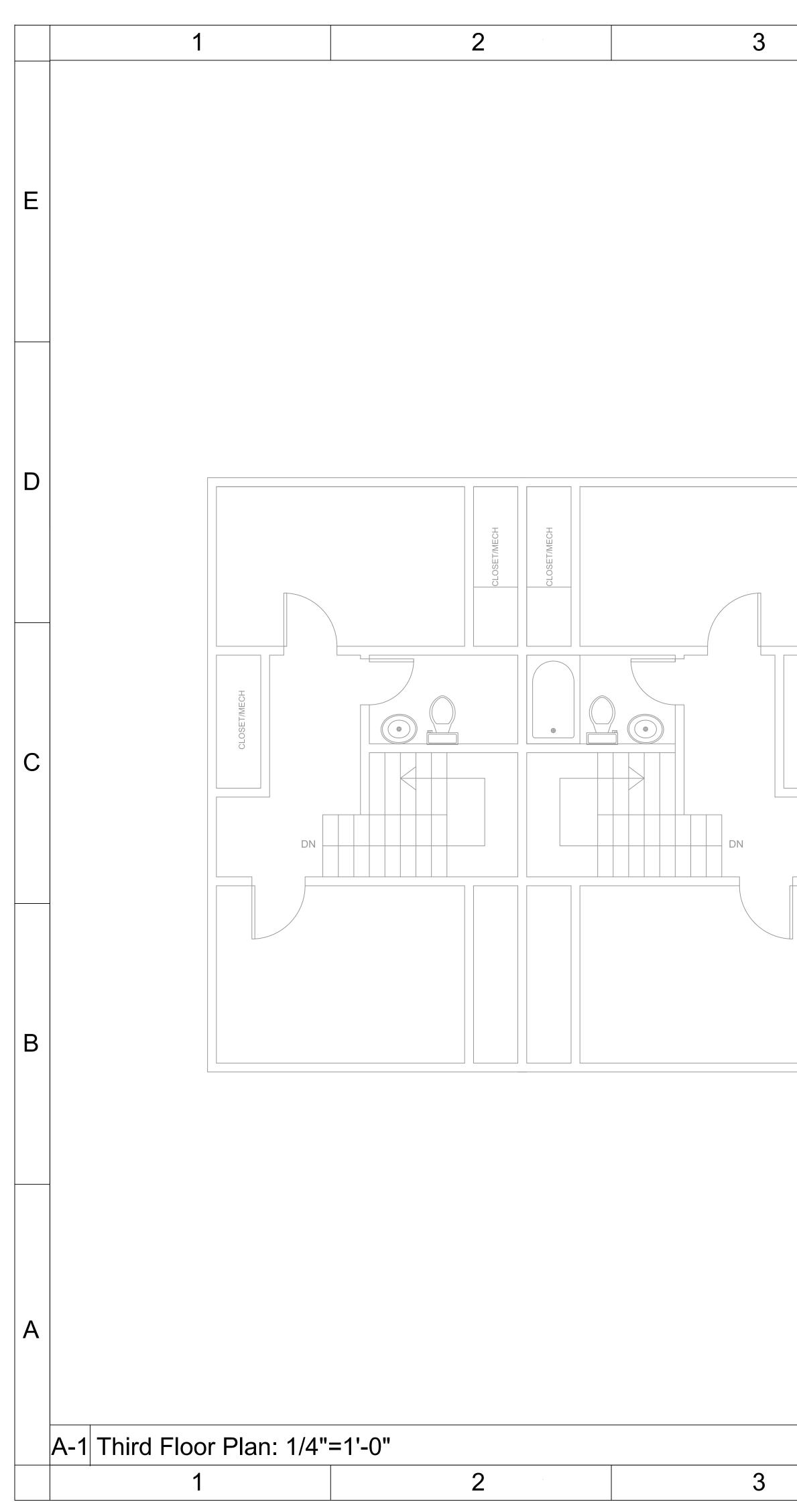
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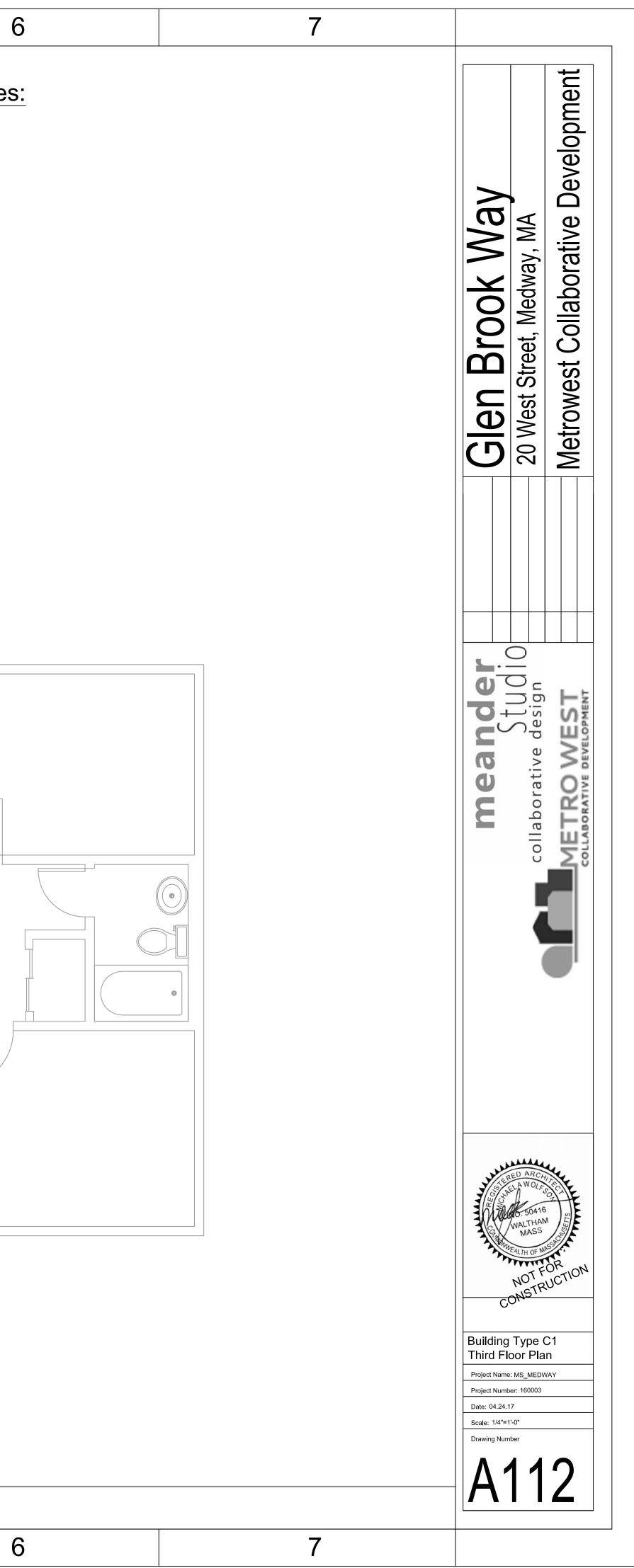


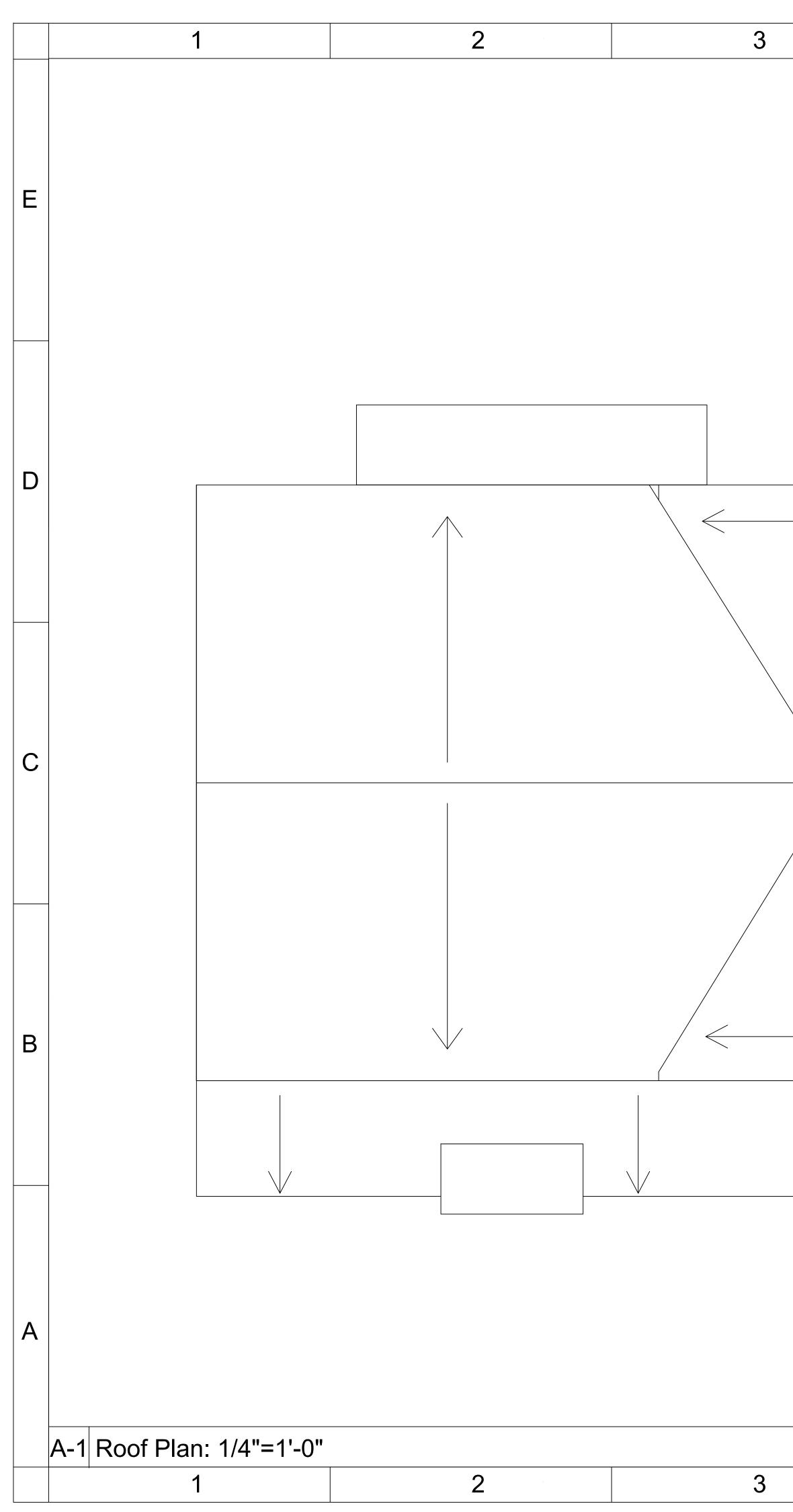
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Unit 8 2 BR - 946 st.	$\int_{1}^{1} \int_{2}^{1} H_{2}^{2} H_{2$	





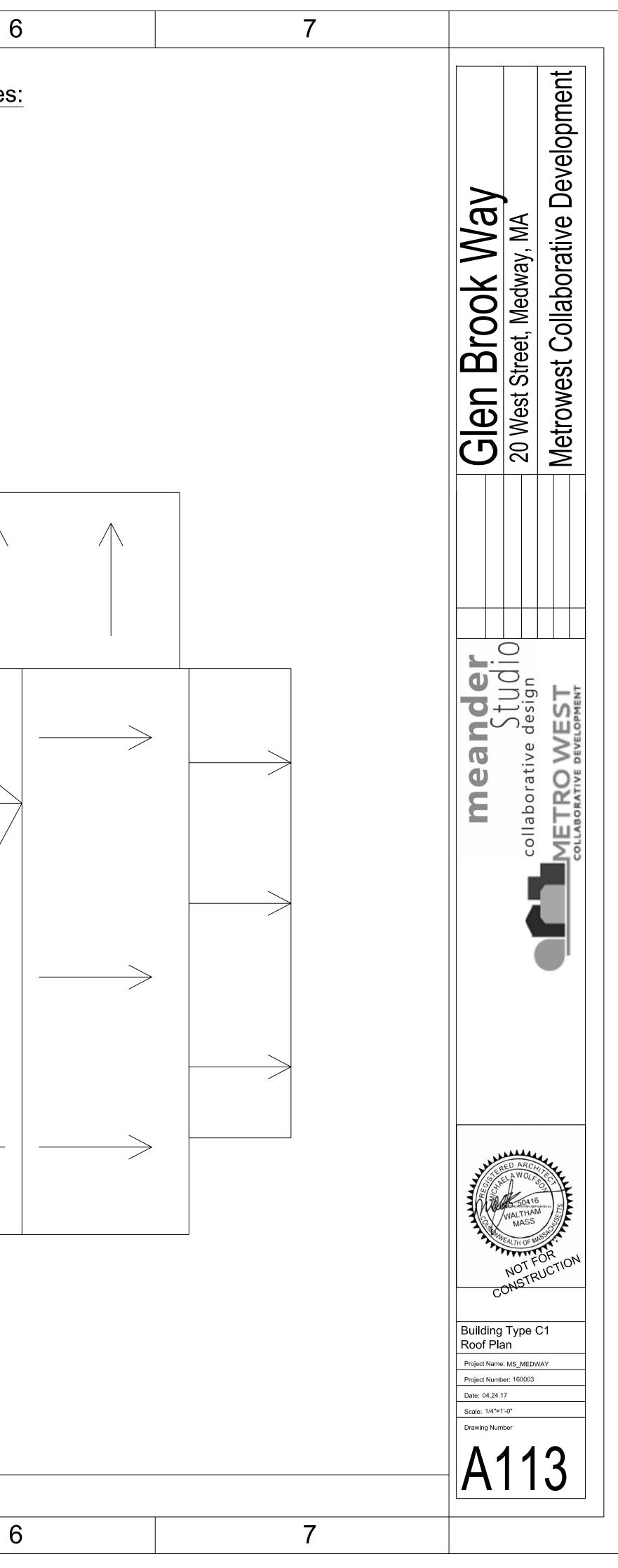
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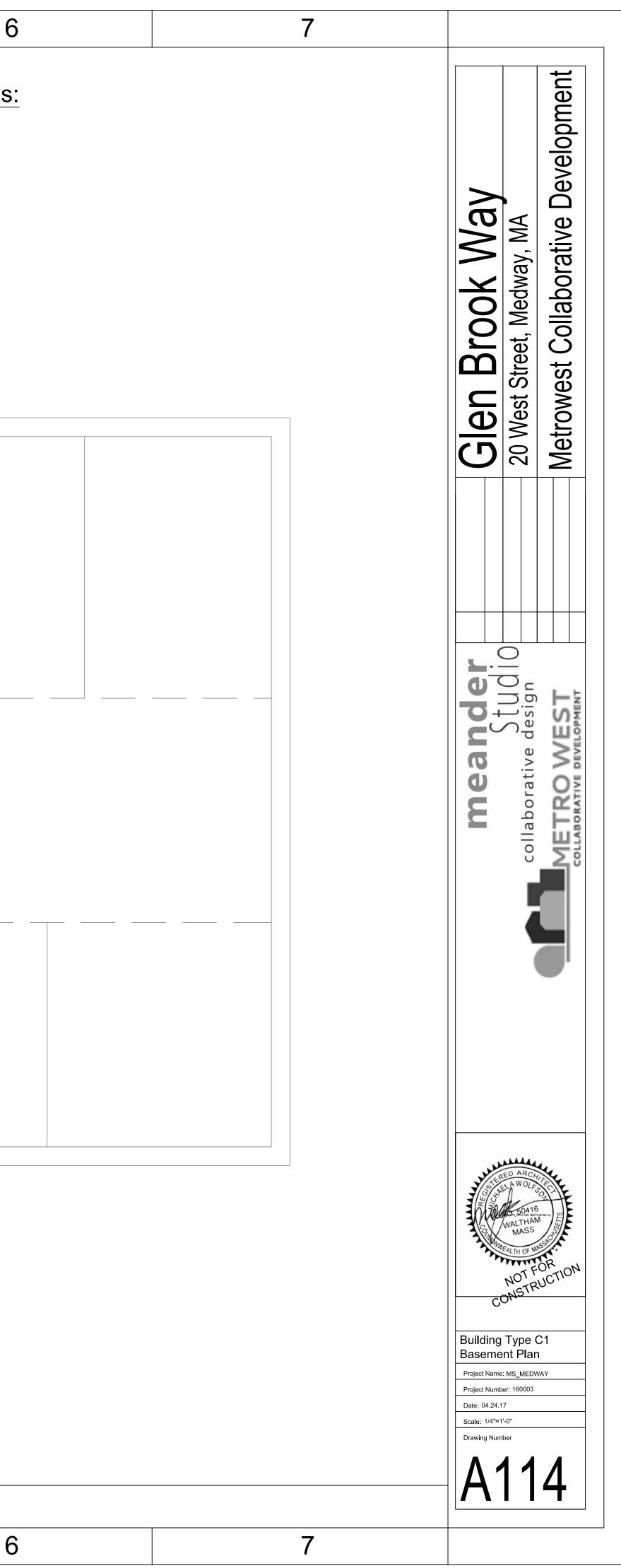


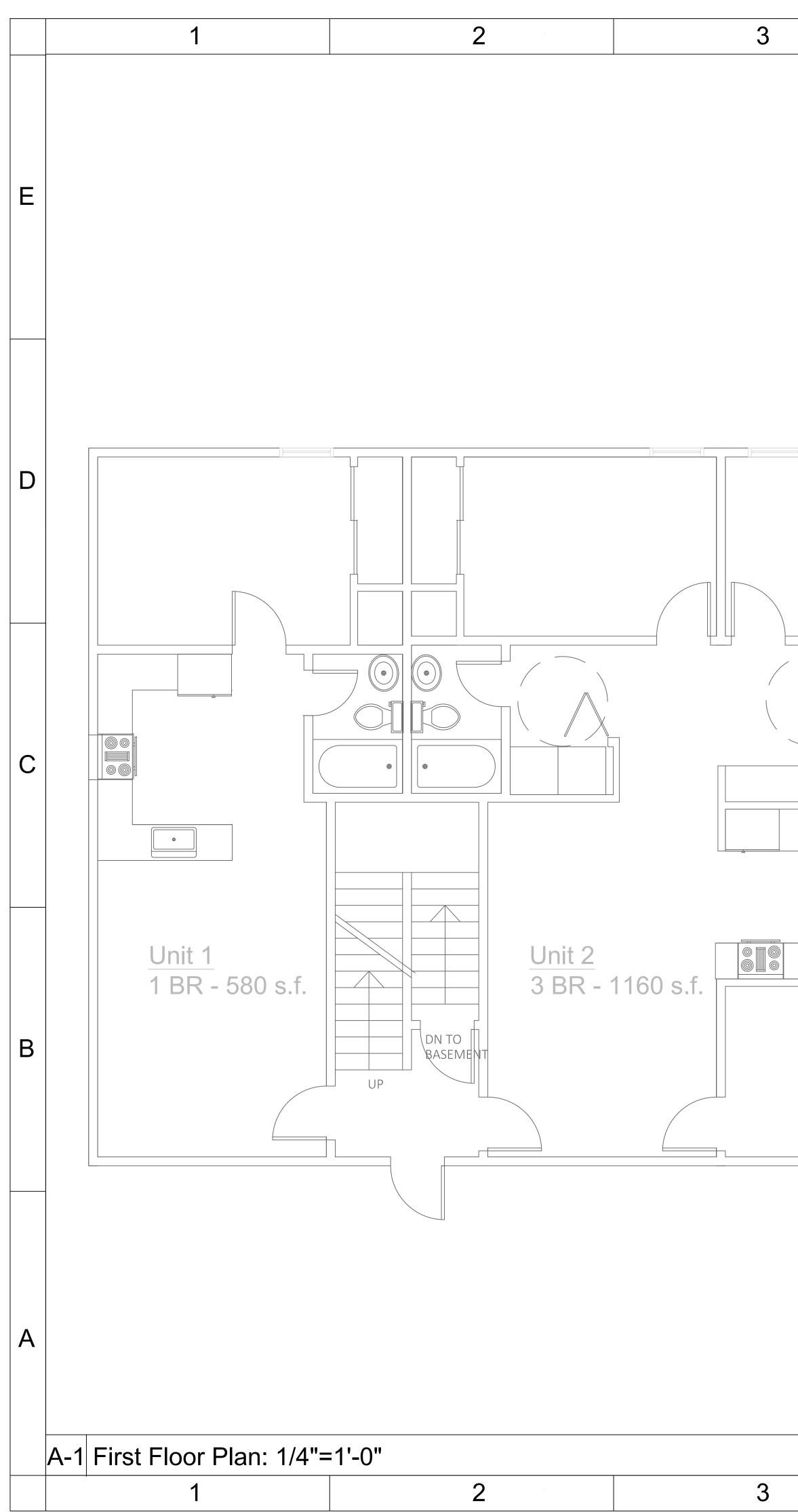
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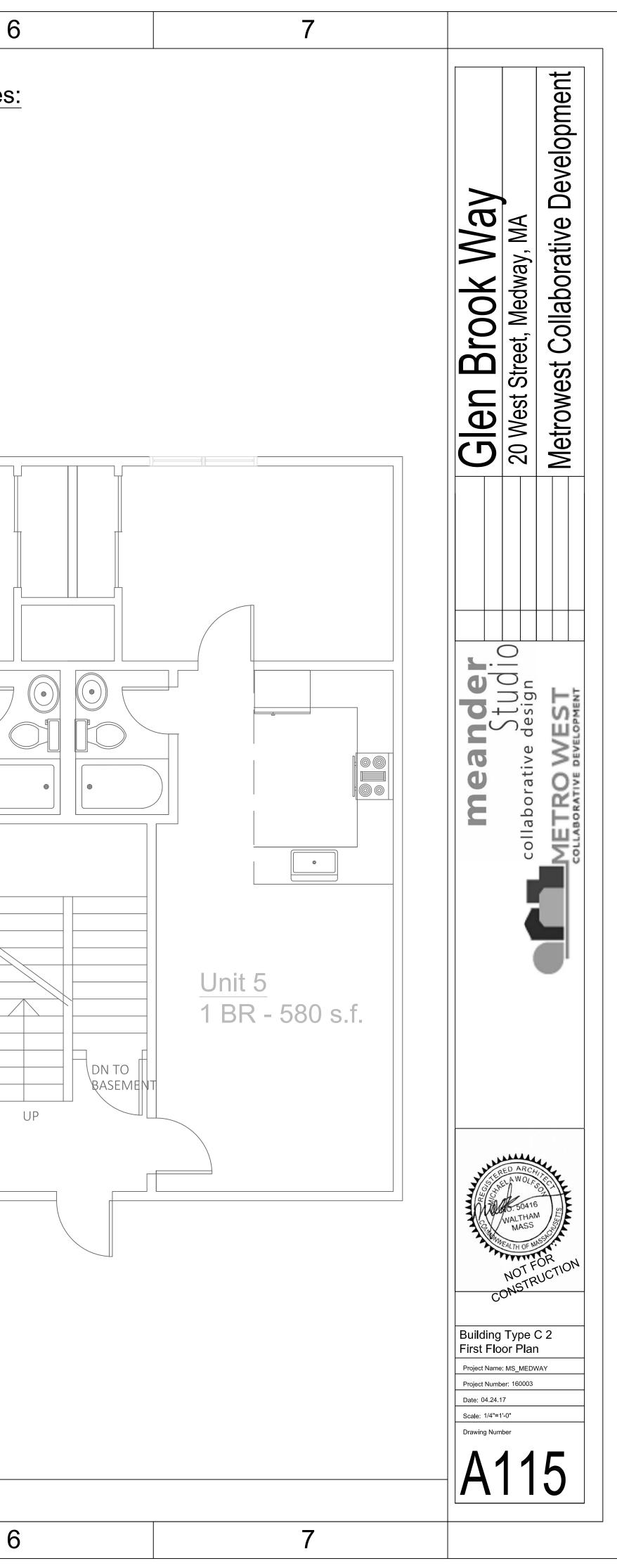
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	A-1 Basement Plan: 1/4"					
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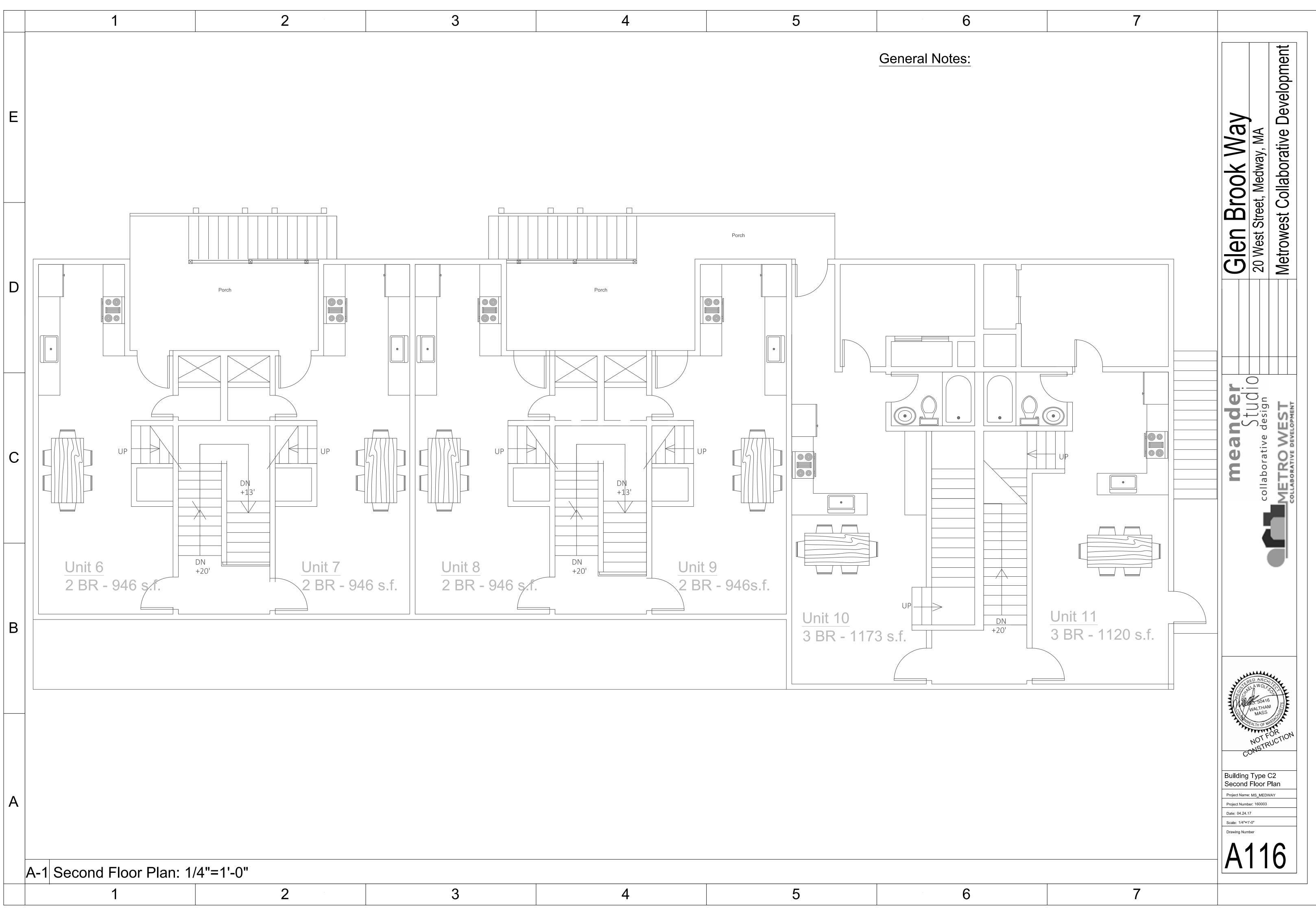




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		<u>General Notes</u>
	nit 4 BR - 580 s.f.	Unit 5 580 s.f.

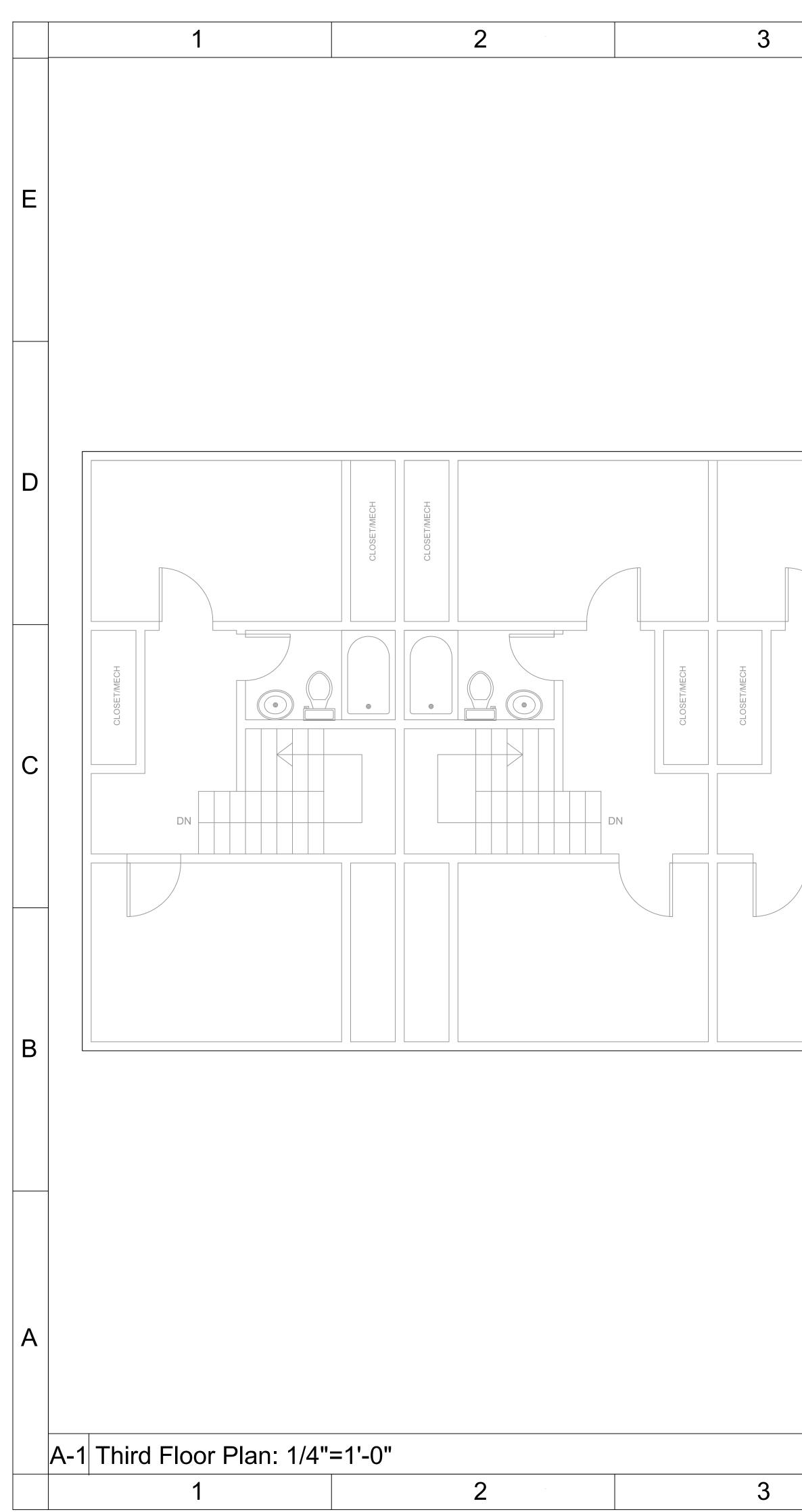
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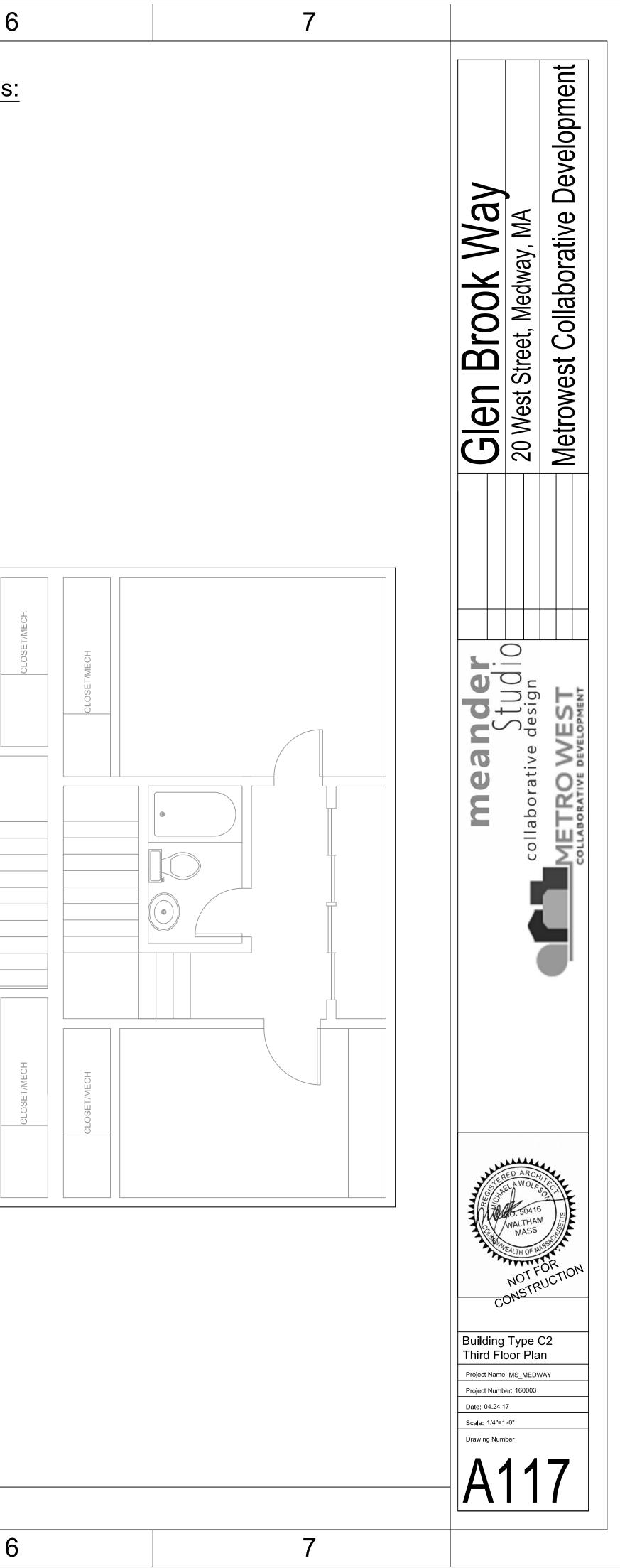
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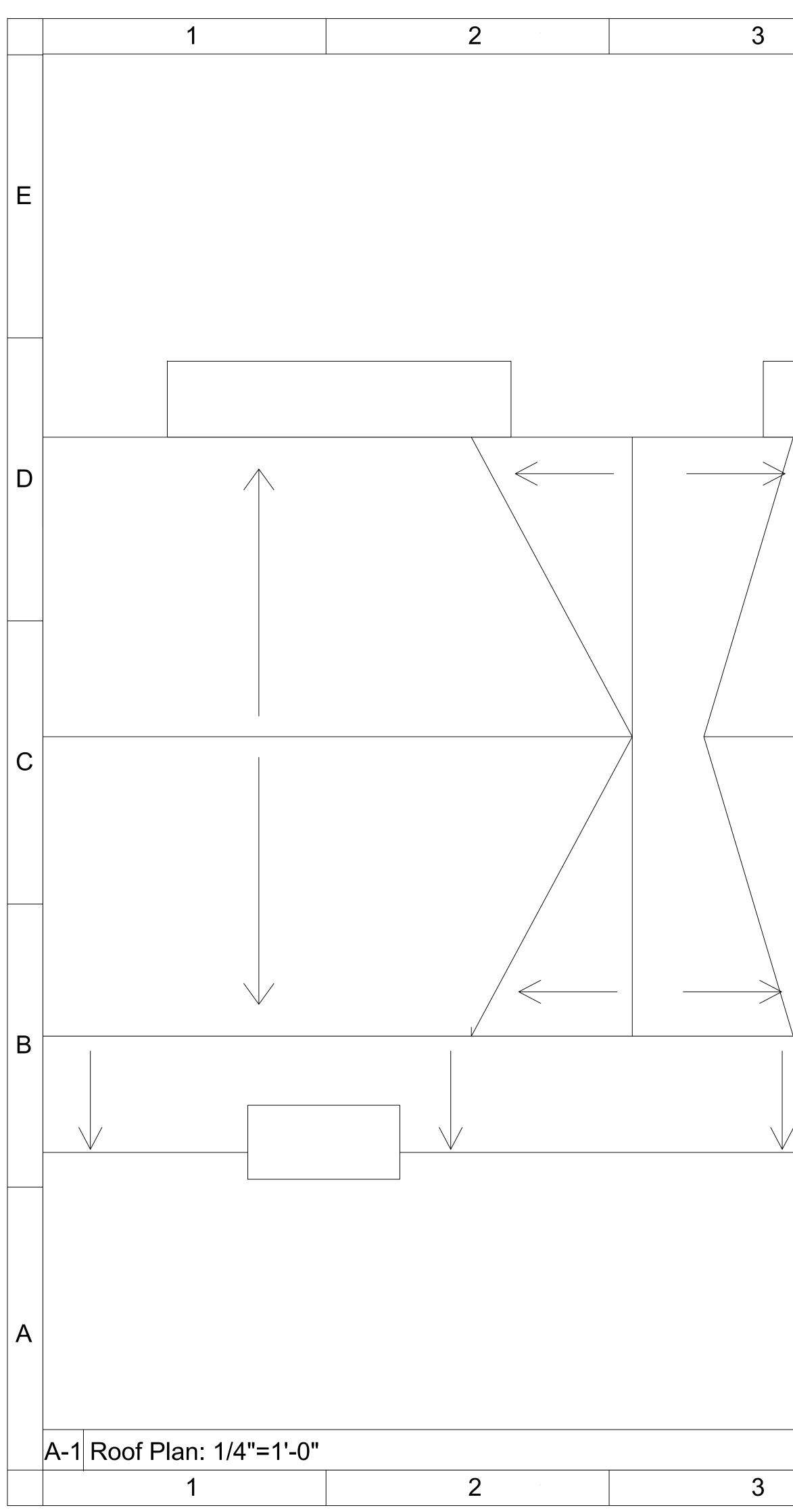
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4	5	6
		<u>General Notes:</u>

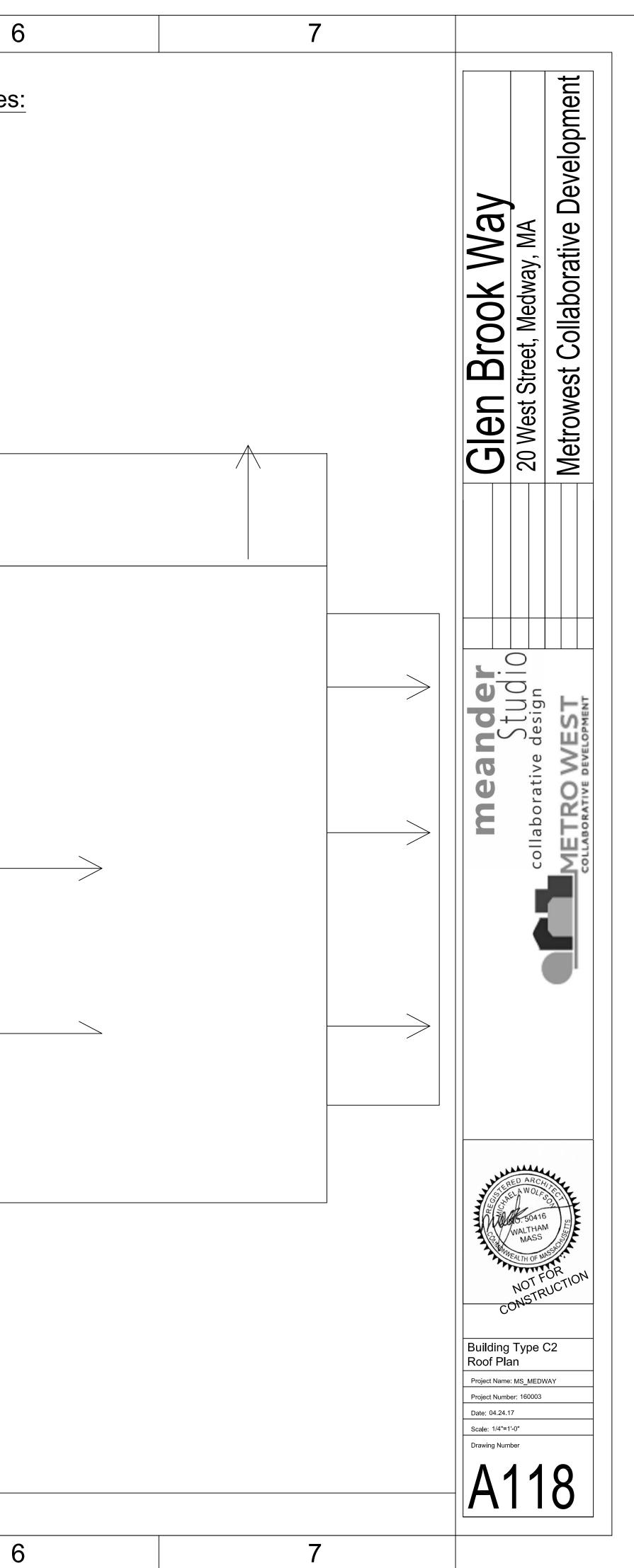
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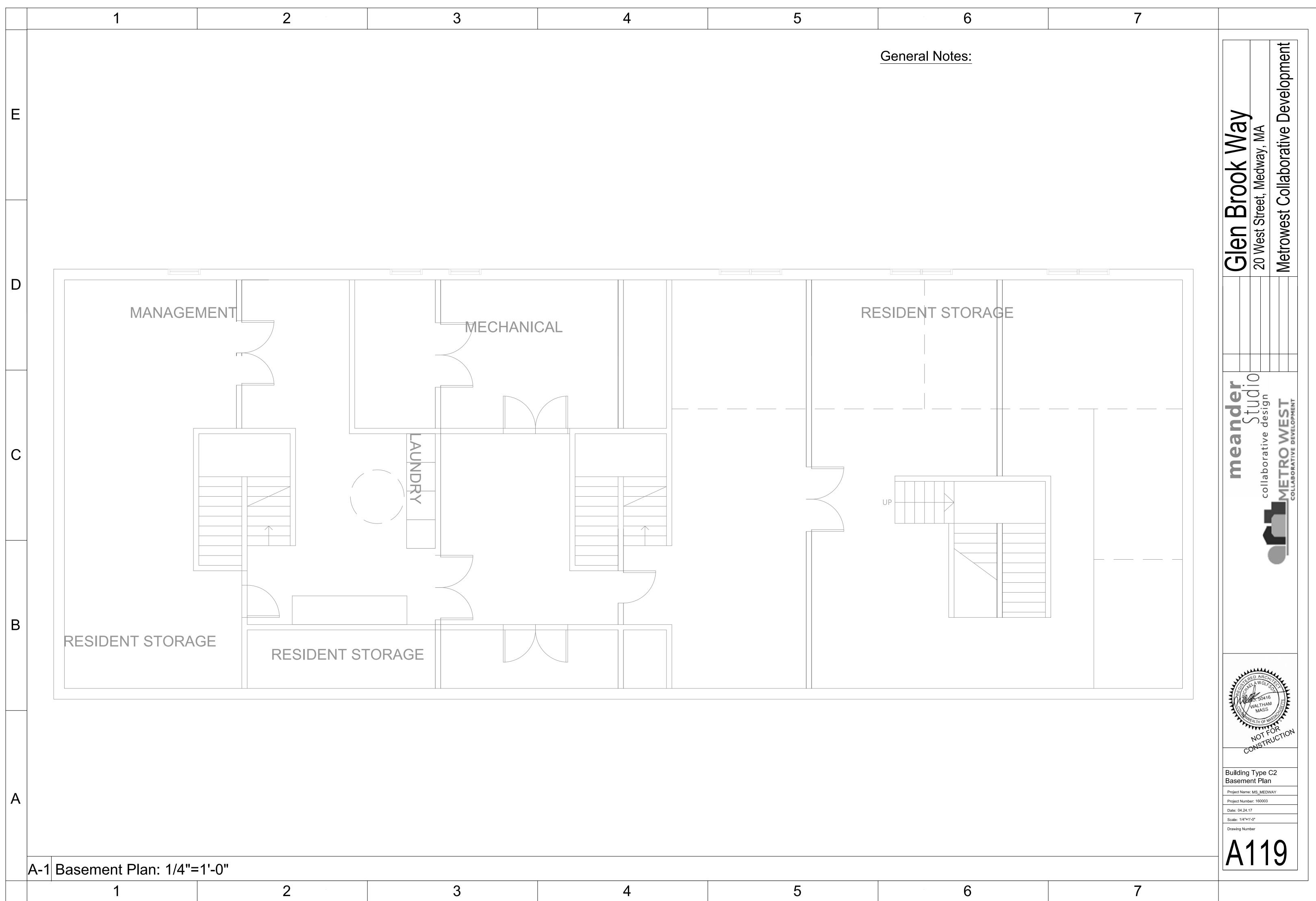




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			General Notes
/			
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/			

4	5	6





4	5	6
		General Notes

4	5	6



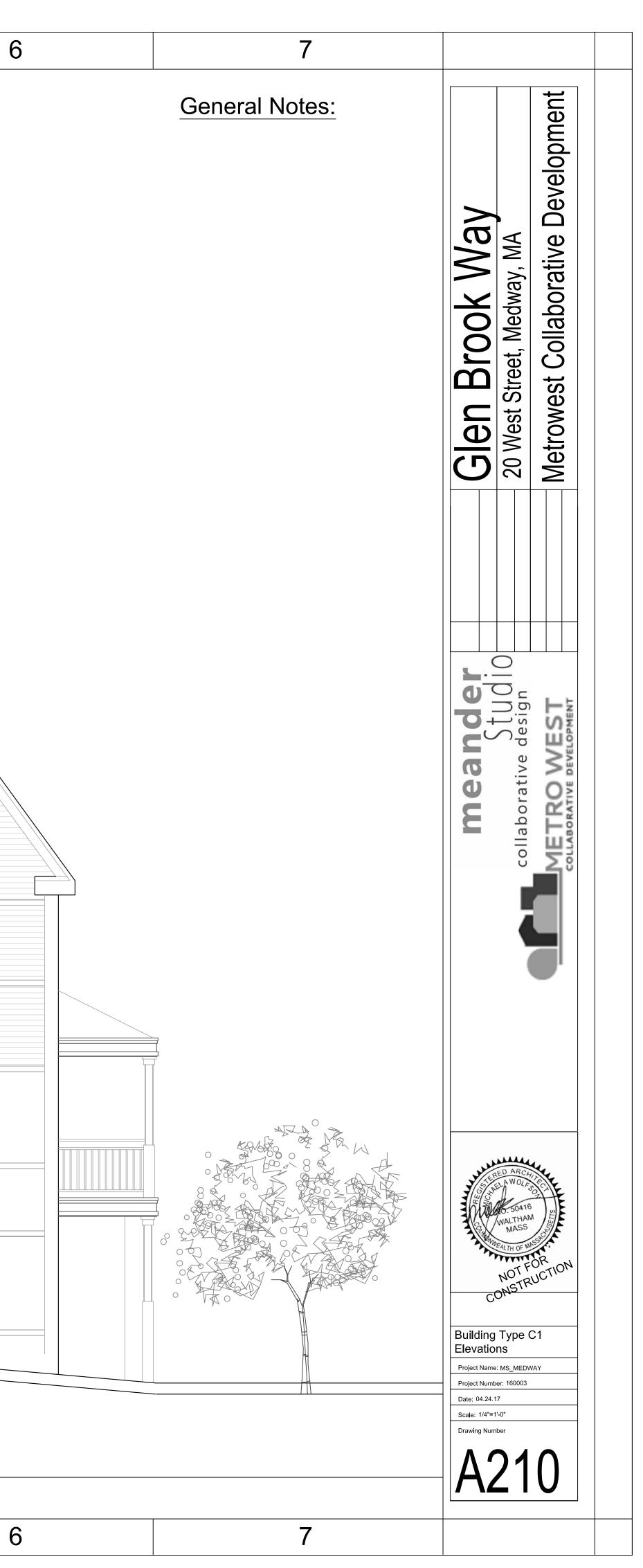
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3	4	5



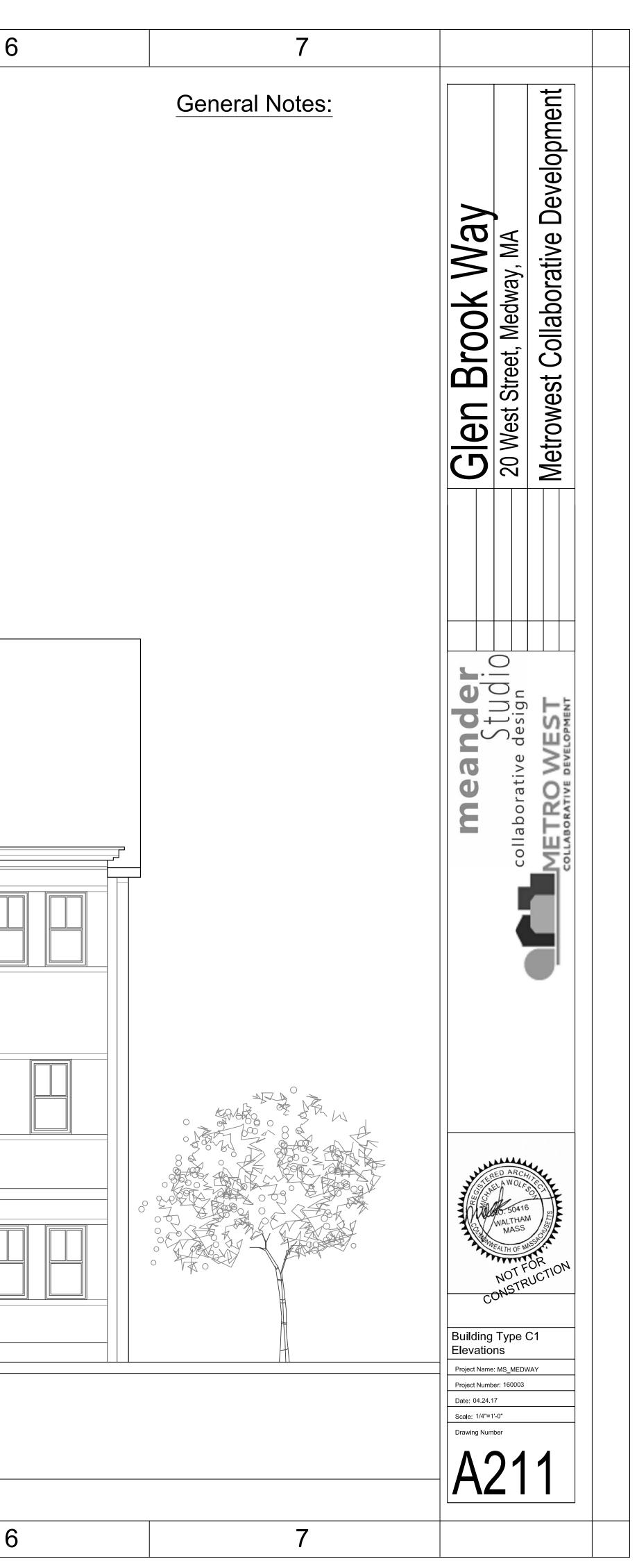
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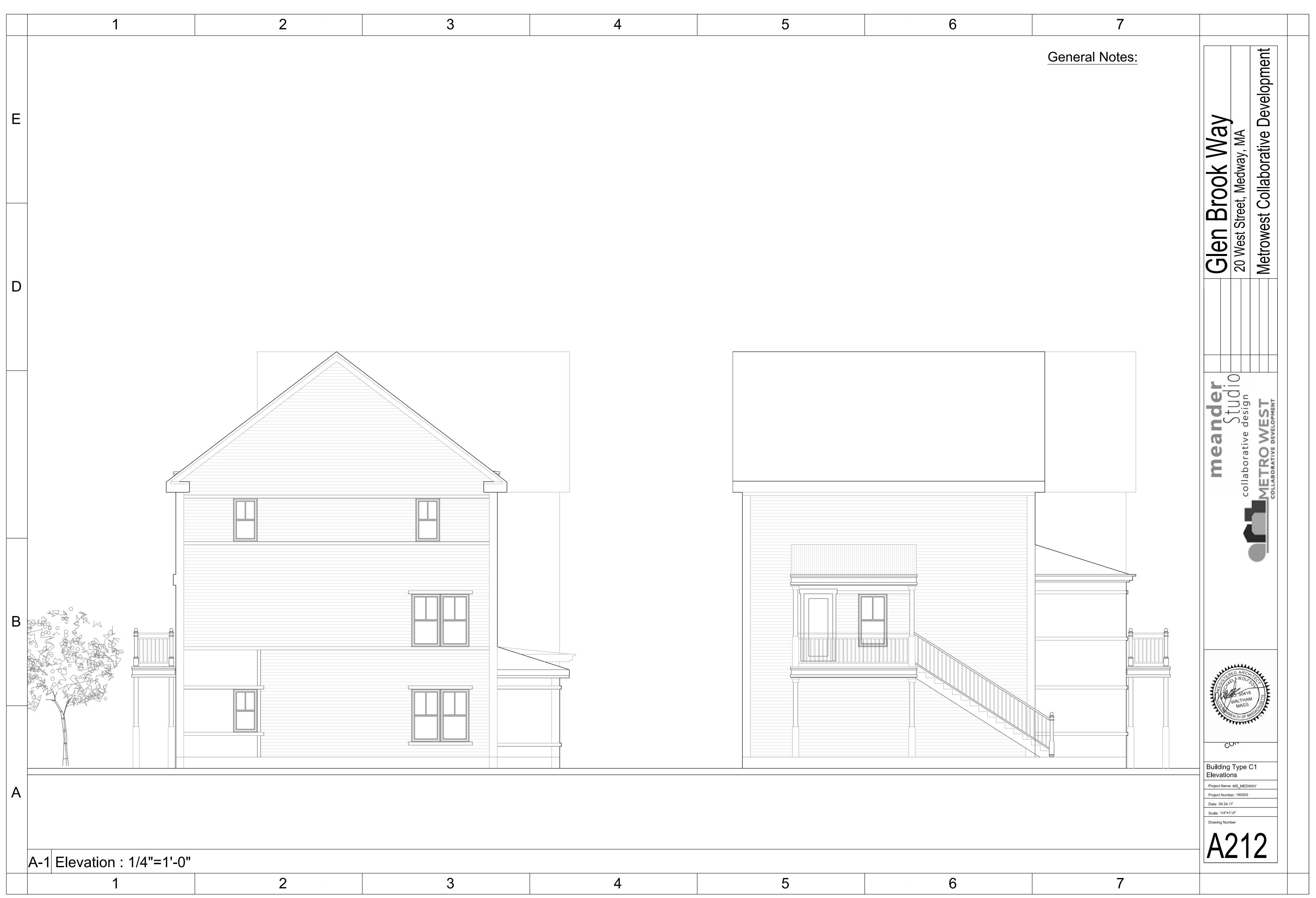




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4	5	6







4	5	6

4	5	





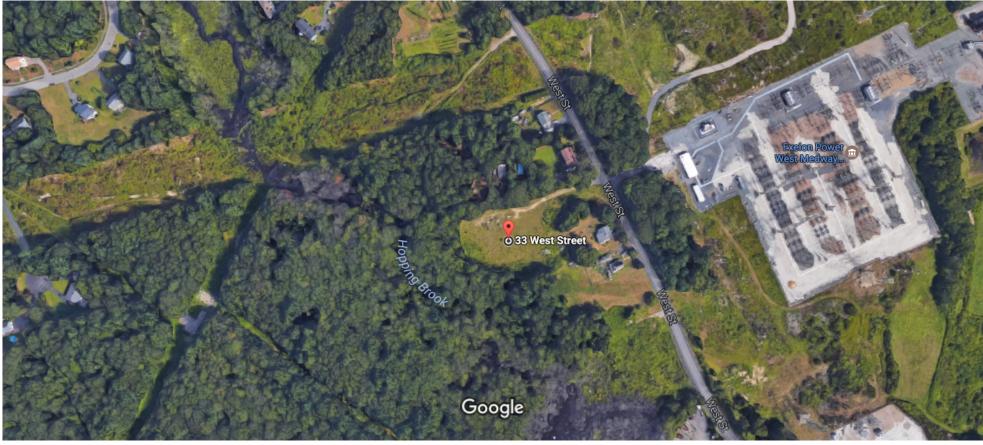
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4	5	



Section 8

Google Maps 1 glen book way, medway, ma to 33 West St, Medway, MA 02053

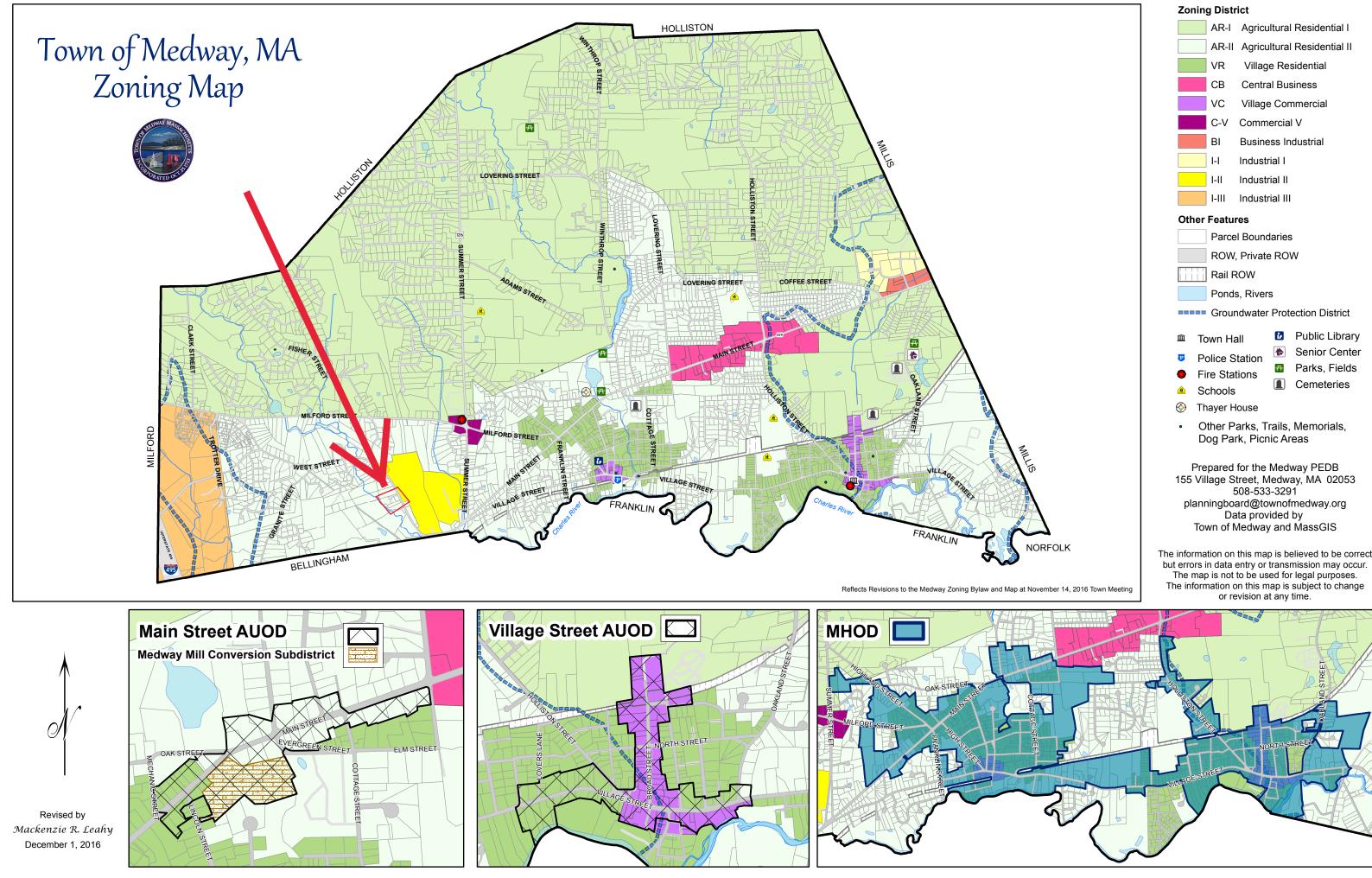


Imagery ©2017 Google, Map data ©2017 Google 200 ft

4/13/2017

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	Zoning District		
	AR-I Agricultural Residential I		
	AR-II Agricultural Residential II		
	VR Village Residential		
	CB Central Business		
	VC Village Commercial		
	C-V Commercial V		
	BI Business Industrial		
	I-I Industrial I		
	I-II Industrial II		
	I-III Industrial III		
	Other Features		
	Parcel Boundaries		
	ROW, Private ROW		
	Rail ROW		
	Ponds, Rivers		
	Groundwater Protection District		
	🏛 Town Hall 🚺 Public Library		
	Police Station		
	 Fire Stations Cemeteries 		
	Thayer House		
	 Other Parks, Trails, Memorials, Dog Park, Picnic Areas 		
5	Prepared for the Medway PEDB		
	155 Village Street, Medway, MA 02053		
	508-533-3291 planningboard@townofmedway.org		
<i>F</i>	Data provided by Town of Medway and MassGIS		
NORFOLK			
	The information on this map is believed to be correct but errors in data entry or transmission may occur.		
	The map is not to be used for legal purposes. The information on this map is subject to change		
November 14, 2016 Town Meeting	or revision at any time.		



Section 9

BUILDING TABULATION – Glen Brook Way

Unit Type	Number of Units	Number of Bedrooms	Number of Bathrooms	Square Footage
Affordable Units	48	91	59	55,410 s.f.
Market-Rate Units	n/a	n/a	n/a	n/a
Total	48	91	59	55,410 s.f.

Total Number of Buildings – 6

Units Per Building – Type A - 7 units; Type B - 6 units; Type C1-11 units; Type C2-10 units

Ground Coverage of Buildings – 19,268 s.f.

Percent of Site Covered by Buildings – 13.97%

Percent of Site Covered by Parking – 18.8%

Percent of Site Covered by Other Paved Areas – 7.54%

Percent of Open Space – 40.31%

Section 10



April 24, 2017

Stormwater Management Report

Submittal To:

Medway Zoning Board

Glen Brook Way

Definitive Site Plan "Glen Brook Way" #20 West Street Medway, Massachusetts

April 20, 2017

STORMWATER MANAGEMENT REPORT AND HYDROLOGIC-HYDRAULIC ANALYSIS

Project Summary

The subject property is located on the southwesterly side of West Street approximately $\frac{1}{2}$ mile from the intersection of Hartford Avenue (Rte 126). The property is located within the Agricultural-Residential II (AR-II) district as depicted on the Town of Medway Zoning Map. According to the Medway Assessor's Maps, the Site is comprised of 3 parcels with frontage along Glen Brook Way which is within the Site Locus. A portion of the rear property line of Lot 3 is defined by the Hopping Brook. The roadway was never constructed and the Applicant plans to eliminate the existing interior lot lines and easements as part of this project. The property consists of a total of $3.16\pm$ acres of which $0.54\pm$ acres ($23,411\pm$ s.f.) are wetlands.

The majority of the work associated with this proposal takes place within the front or northeasterly portion of the property with a small amount of alteration $(6,590\pm \text{ s.f.})$ within the Riverfront Area associated with Hopping Brook towards the rear of the property. Access to the site is currently provided from West Street.

The existing Site includes a residential dwelling which according to Assessor's records was constructed in about 1935 along with an attached garage, shed, bituminous concrete driveway and other associated site amenities. The proposed project includes the demolition of the existing residential structure and shed, etc and the construction of 6 new multi-family residential structures with a total of 48 rental units. Also included in this proposal are the construction of access driveways, children's play areas, parking areas, landscape features and other site amenities.

Methodology

Drainage computations were performed using the Natural Resources Conservation Services (NRCS) TR-20 method and HydroCAD[®] Drainage Calculation Software. The HydroCAD[®] Report, and copies of the calculation sheets are included as appendices to this report.

Existing Conditions

Under existing conditions, stormwater runoff from the proposed project area flows from the higher areas of the Lot along West Street towards both Hopping Brook to the southwest and to the adjacent parcel, #31 West Street to the south. No treatment for water quality presently exists for any stormwater on the existing site, it simply flows overland towards one of the two tributary areas. Soil types were obtained from NRCS mapping and were found to be HSG A soils in the front or northeasterly portion of the lot and HSG B/D soils as you drop in elevation and get further into the site towards the river. In order to confirm the soil class and groundwater depth characteristics of these soils, test pits were performed by Merrill Engineers and Land Surveyors in December of 2016. The area where all of the structures and proposed construction will occur is completely located within areas mapped as HSG A soils so this is where all of the soils testing was performed. Based on soil textures encountered at the time of testing, these areas were found to be consistent with an A soil (coarse sand). To be conservative, an exfiltration rate of 2.41in/hr was used in the stormwater calculations for the subsurface infiltration systems.

Proposed Conditions/Stormwater Management

Under the post development condition, a high point will be constructed at the propertyline for both access driveways and runoff from the new driveways and parking areas will follow the existing topography and slope towards the front of buildings 5 and 6 where there are two deep sump hooded catch basin's set at two low points to collect all of the runoff from the impervious driveway and parking areas along with landscaped areas between buildings 1-4. From here, the runoff will be directed into a 49.83' wide x 157.50' long subsurface infiltration infiltration system comprised of Cultec R-330XLHD chambers (see attached calculations and plans for more details). Runoff from the roof areas of buildings 1-3 would be considered "clean" runoff and therefore does not require pretreatment. This runoff would be routed directly into a smaller 40.17' long x 31.50' wide subsurface infiltration system using the same chambers. Both of these systems have been designed to infiltrate up to and including the 100 year design storm.

Mitigation of Stormwater Rates

Peak rates of runoff were calculated using the TR-20 methodology developed by the NRCS. There will be an increase in runoff rates due to the additional impervious area proposed on the site. This increase is attenuated by the proposed subsurface infiltration system by providing infiltration, storage volume and discharge controls. These measures will both detain and infiltrate runoff, mitigating increased rates and volumes of runoff for the 2, 10, 25 and 100 year storms events to both tributary areas.

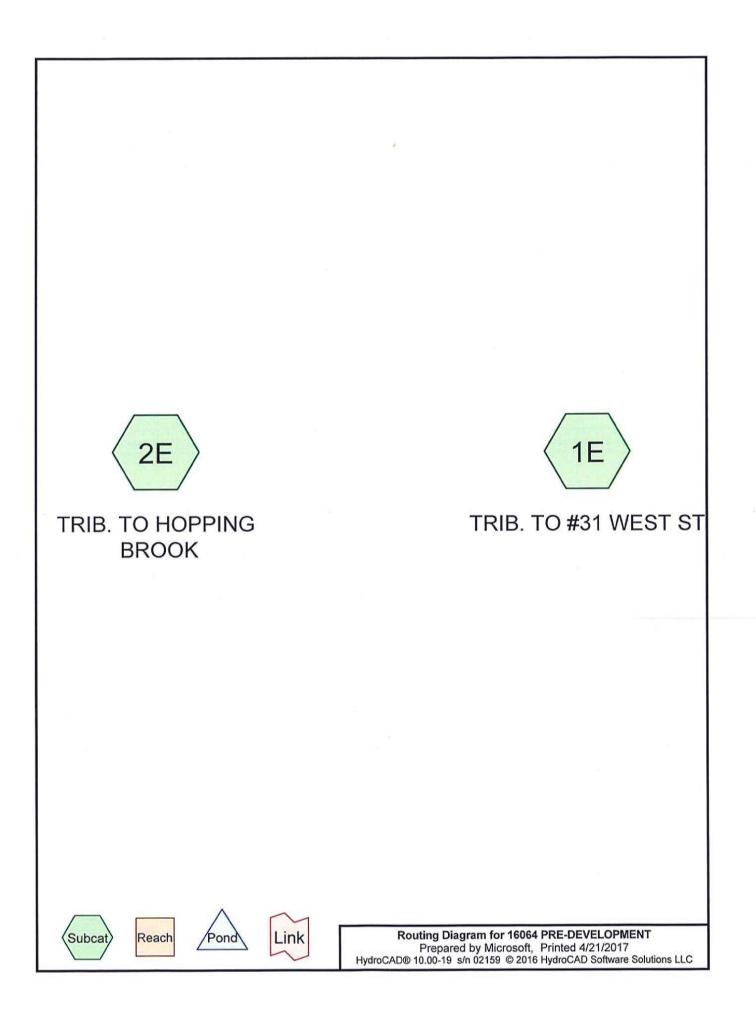
	EXISTING	CONDITIONS	PROPOSED CONDITIONS		
RETURN	TRIB TO #31	TRIB TO HOPPING	TRIB TO #31	TRIB TO HOPPING	
	WEST ST	BROOK	WEST ST	BROOK	
TERIOD	RATE (cfs),	RATE (cfs),	RATE (cfs),	RATE (cfs),	
	VOLUME (cf)	VOLUME (cf)	VOLUME (cf)	VOLUME (cf)	
2YR	0.00	0.09	0.00	0.09	
	14	1,093	2	925	
10YR	0.05	0.84	0.01	0.69	
	910	4,556	154	3,445	
25YR	0.30	1.95	0.05	1.46	
	2,424	8,406	410	6,157	
100YR	1.64	4.81	0.26	3.41	
	7,170	18,351	1,213	13,022	

The following is a summary of pre- and post-construction rates of runoff:

APPENDIX A

Existing Conditions

2, 10, 25 and 100 year return storm Summaries



16064 PRE-DEVELOPMENT

Prepared by Microsoft HydroCAD® 10.00-19 s/n 02159 © 2016 HydroCAD Software Solutions LLC

Area Listing (selected nodes)

	Area (sq-ft)	CN	Description (subcatchment-numbers)
	37,457	49	50-75% Grass cover, Fair, HSG A (2E)
	40,652	39	>75% Grass cover, Good, HSG A (1E)
	311	96	Gravel surface, HSG A (1E)
	1,888	98	Paved parking, HSG A (1E)
	12,624	77	Wetlands (1E, 2E)
	21,019	30	Woods, Good, HSG A (1E, 2E)
	12,952	55	Woods, Good, HSG B (1E, 2E)
ж.	126,903	47	TOTAL AREA

16064 PRE-DEVELOPMENT	Type III 24-hr	2-Year Rainfall=3.22"
Prepared by Microsoft		Printed 4/21/2017
HydroCAD® 10.00-19 s/n 02159 © 2016 HydroCAD Software Solutions	S LLC	Page 3

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1E: TRIB. TO #31 WEST ST	Runoff Area=53,197 sf 3.55% Impervious Runoff Depth=0.00" Flow Length=432' Tc=7.6 min CN=40 Runoff=0.00 cfs 14 cf
Subcatchment 2E: TRIB. TO HOPPING	Runoff Area=73,706 sf 0.00% Impervious Runoff Depth=0.18" ow Length=415' Tc=10.5 min CN=52 Runoff=0.09 cfs 1,093 cf

Total Runoff Area = 126,903 sf Runoff Volume = 1,107 cf Average Runoff Depth = 0.10" 98.51% Pervious = 125,015 sf 1.49% Impervious = 1,888 sf

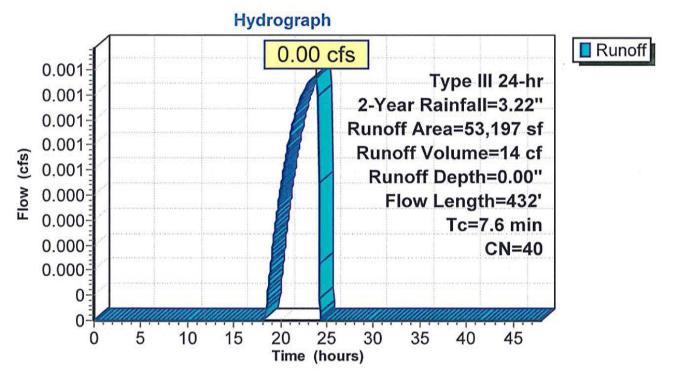
Summary for Subcatchment 1E: TRIB. TO #31 WEST ST

Runoff	=	0.00 cfs @	23.90 hrs,	Volume=	14 cf, Depth= 0.00"
--------	---	------------	------------	---------	---------------------

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 2-Year Rainfall=3.22"

_	А	rea (sf)	CN	Description						
1000		1,888	98	Paved park	ing, HSG A	λ				
		40,652	39	>75% Gras	s cover, Go	bod, HSG A				
		311	96	Gravel surface, HSG A						
		9,303	30	Woods, Go	od, HSG A					
		584	55	Woods, Go	od, HSG B					
*		459	77	Wetlands						
2		53,197	40	Weighted A	verage					
		51,309		96.45% Pei	vious Area					
		1,888		3.55% Impervious Are		a				
	Тс	Length	Slope		Capacity	Description				
_	(min)	(feet)	(ft/ft	(ft/sec)	(cfs)					
	5.5	50	0.0500	0.15		Sheet Flow,				
						Grass: Dense n= 0.240 P2= 3.40"				
	2.1	382	0.0340	2.97		Shallow Concentrated Flow,				
_						Unpaved Kv= 16.1 fps				
	7.6	432	Total							

Subcatchment 1E: TRIB. TO #31 WEST ST



Summary for Subcatchment 2E: TRIB. TO HOPPING BROOK

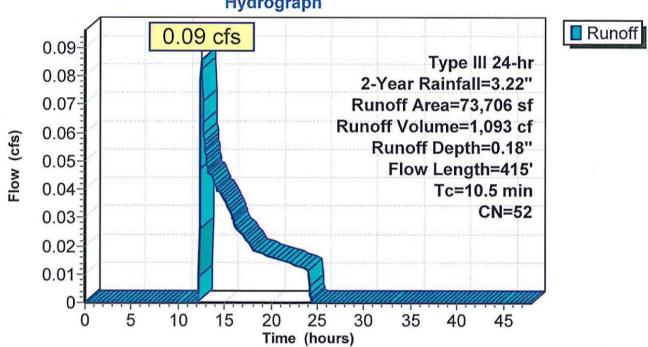
Page 5

Runoff =	-	0.09 cfs @	12.48 hrs,	Volume=	1,093 cf,	Depth= 0.18"	
----------	---	------------	------------	---------	-----------	--------------	--

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 2-Year Rainfall=3.22"

	A	rea (sf)	CN	Description		
		37,457	49	50-75% Gr	ass cover, l	Fair, HSG A
		11,716	30	Woods, Go	od, HSG A	
		12,368	55	Woods, Go	od, HSG B	
*		12,165	77	Wetlands		
2		73,706 73,706	52	Weighted A 100.00% P		a
	Tc (min)	Length (feet)	Slope (ft/ft		Capacity (cfs)	Description
	4.5	20	0.0360	0.07		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.40"
	4.2	30	0.0360	0.12		Sheet Flow,
	1.8	365	0.0420	0 3.30		Grass: Dense n= 0.240 P2= 3.40" Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
	10.5	415	Total			

Subcatchment 2E: TRIB. TO HOPPING BROOK



Hydrograph

16064 PRE-DEVELOPMENTType III 24-hr10-Year Rainfall=4.86"Prepared by MicrosoftPrinted 4/21/2017HydroCAD® 10.00-19 s/n 02159 © 2016 HydroCAD Software Solutions LLCPage 6

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1E: TRIB. TO #31 WEST ST Flow Length=432' Tc=7.6 min CN=40 Runoff Depth=0.21"

Subcatchment 2E: TRIB. TO HOPPING

Runoff Area=73,706 sf 0.00% Impervious Runoff Depth=0.74" Flow Length=415' Tc=10.5 min CN=52 Runoff=0.84 cfs 4,556 cf

Total Runoff Area = 126,903 sf Runoff Volume = 5,466 cf Average Runoff Depth = 0.52" 98.51% Pervious = 125,015 sf 1.49% Impervious = 1,888 sf

Summary for Subcatchment 1E: TRIB. TO #31 WEST ST

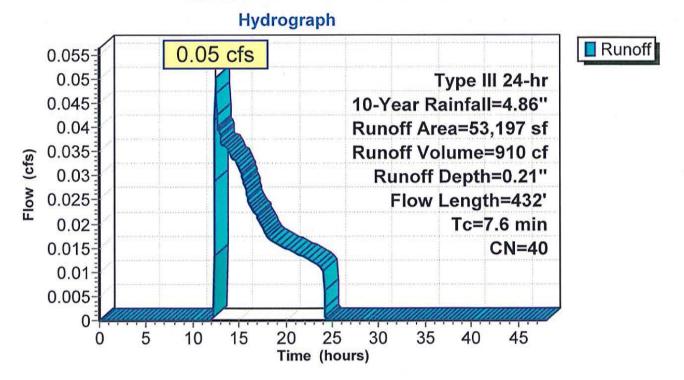
Runoff	=	0.05 cfs @	12.49 hrs,	Volume=	910 cf, Depth= 0.21"
--------	---	------------	------------	---------	----------------------

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 10-Year Rainfall=4.86"

	A	rea (sf)	CN	Description							
		1,888	98	Paved park	ing, HSG A						
		40,652	39	>75% Gras	5% Grass cover, Good, HSG A						
		311	96	Gravel surface, HSG A							
		9,303	30	Woods, Go	od, HSG A						
		584	55	Woods, Go	od, HSG B						
*		459	77	Wetlands	anerra o concileo. Inte						
_		53,197	40	Weighted A	verage						
		51,309		96.45% Per	vious Area	1					
		1,888		3.55% Impe	ervious Are	a					
	Тс	Tc Length Slope Velocity Capacity		Capacity	Description						
-	(min)	(feet)	(ft/ft)) (ft/sec)	(cfs)						
	5.5	50	0.0500	0.15		Sheet Flow,					
						Grass: Dense n= 0.240 P2= 3.40"					
	2.1	382	0.0340) 2.97		Shallow Concentrated Flow,					
1			1	- <u> </u>	+	Unpaved Kv= 16.1 fps					
1.1	76	432	Total								

1.6 lotal

Subcatchment 1E: TRIB. TO #31 WEST ST



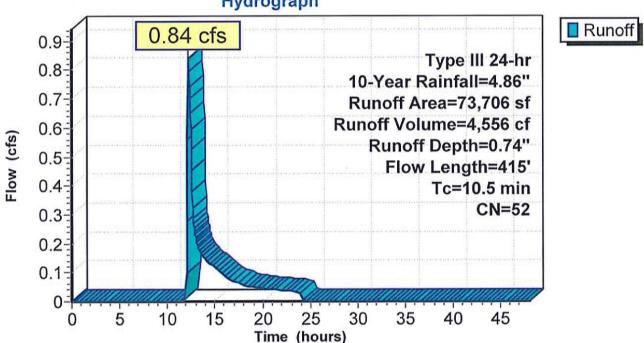
Summary for Subcatchment 2E: TRIB. TO HOPPING BROOK

Runoff	=	0.84 cfs @	12.20 hrs,	Volume=	4,556 cf,	Depth= 0.74"	
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 10-Year Rainfall=4.86"

	A	rea (sf)	CN	Description	escription							
		37,457	49	50-75% Gra	-75% Grass cover, Fair, HSG A							
		11,716	30	Woods, Good, HSG A Woods, Good, HSG B								
		12,368	55									
*		12,165	77									
	73,70652Weighted Average73,706100.00% Pervious Area											
	Tc (min)	Length (feet)	Slope (ft/ft)		Capacity (cfs)	Description						
10	4.5	20	0.0360	0.07		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.40"						
	4.2	30	0.0360	0.12		Sheet Flow, Grass: Dense n= 0.240 P2= 3.40"						
	1.8	365	0.0420	3.30		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps						
	10.5	415	Total									

Subcatchment 2E: TRIB. TO HOPPING BROOK



Hydrograph

Type III 24-hr 25-Year Rainfall=6.15" **16064 PRE-DEVELOPMENT** Prepared by Microsoft HydroCAD® 10.00-19 s/n 02159 © 2016 HydroCAD Software Solutions LLC

Printed 4/21/2017 Page 9

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1E: TRIB. TO #31 WEST ST Runoff Area=53,197 sf 3.55% Impervious Runoff Depth=0.55" Flow Length=432' Tc=7.6 min CN=40 Runoff=0.30 cfs 2,424 cf

Subcatchment 2E: TRIB. TO HOPPING

Runoff Area=73,706 sf 0.00% Impervious Runoff Depth=1.37" Flow Length=415' Tc=10.5 min CN=52 Runoff=1.95 cfs 8,406 cf

Total Runoff Area = 126,903 sf Runoff Volume = 10,830 cf Average Runoff Depth = 1.02" 98.51% Pervious = 125,015 sf 1.49% Impervious = 1,888 sf

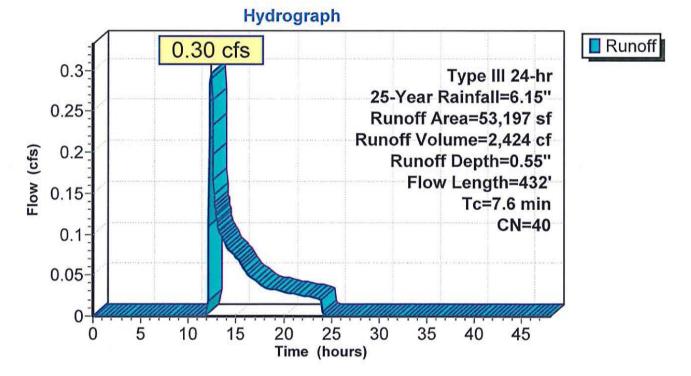
Summary for Subcatchment 1E: TRIB. TO #31 WEST ST

Runoff	=	0.30 cfs @	12.33 hrs,	Volume=	2,424 cf, Depth= 0.55"
--------	---	------------	------------	---------	------------------------

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 25-Year Rainfall=6.15"

_	A	rea (sf)	CN	Description	8					
-		1,888	98	Paved parking, HSG A						
		40,652	39	>75% Grass cover, Good, HSG A						
		311	96	Gravel surface, HSG A						
		9,303	30	Woods, Good, HSG A						
		584	55	Woods, Go	od, HSG B					
*		459	77	Wetlands	ADDRESS IN CALCULATION OF COMPANY					
0		53,197	40	Neighted A	verage					
		51,309	=	96.45% Pervious Area						
		1,888		3.55% Impervious Area						
	Тс	Length	Slope	Velocity	Capacity	Description				
	(min)	(feet)	(ft/ft)		(cfs)					
34	5.5	50	0.0500	0.15		Sheet Flow,				
						Grass: Dense n= 0.240 P2= 3.40"				
	2.1	382	0.0340	2.97		Shallow Concentrated Flow,				
_	(0		SAME DOUBLIN AND THE	88.06G233		Unpaved Kv= 16.1 fps				
	7.6	432	Total							

Subcatchment 1E: TRIB. TO #31 WEST ST



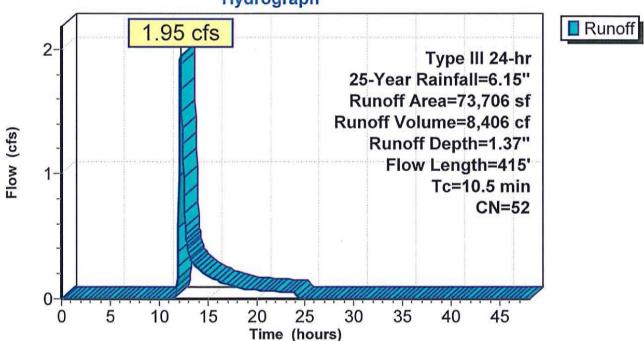
Summary for Subcatchment 2E: TRIB. TO HOPPING BROOK

Runoff = 1.95 cfs @	12.17 hrs, Volume=	8,406 cf, Depth= 1.37"
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 25-Year Rainfall=6.15"

_	A	rea (sf)	CN	Description								
0		37,457	49	50-75% Gra	0-75% Grass cover, Fair, HSG A							
		11,716	30	Woods, Good, HSG A Woods, Good, HSG B								
		12,368	55									
*		12,165	77	Wetlands								
		73,706 73,706		Weighted Average 100.00% Pervious Area								
	Tc (min)	Length (feet)	Slope (ft/ft)		Capacity (cfs)	Description						
	4.5	20	0.0360	0.07		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.40"						
	4.2	30	0.0360	0.12		Sheet Flow,						
22	1.8	365	0.0420	3.30	Grass: Dense n= 0.240 P2= 3.40" Shallow Concentrated Flow, Unpaved Kv= 16.1 fps							
	10.5	415	Total									

Subcatchment 2E: TRIB. TO HOPPING BROOK



Hydrograph

16064 PRE-DEVELOPMENTType III 24-hr100-Year Rainfall=8.80"Prepared by MicrosoftPrinted 4/21/2017HydroCAD® 10.00-19 s/n 02159© 2016 HydroCAD Software Solutions LLCPage 12

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1E: TRIB. TO #31 WEST ST Runoff Area=53,197 sf 3.55% Impervious Runoff Depth=1.62" Flow Length=432' Tc=7.6 min CN=40 Runoff=1.64 cfs 7,170 cf

Subcatchment 2E: TRIB. TO HOPPING

Runoff Area=73,706 sf 0.00% Impervious Runoff Depth=2.99" Flow Length=415' Tc=10.5 min CN=52 Runoff=4.81 cfs 18,351 cf

Total Runoff Area = 126,903 sf Runoff Volume = 25,521 cf Average Runoff Depth = 2.41" 98.51% Pervious = 125,015 sf 1.49% Impervious = 1,888 sf

Summary for Subcatchment 1E: TRIB. TO #31 WEST ST

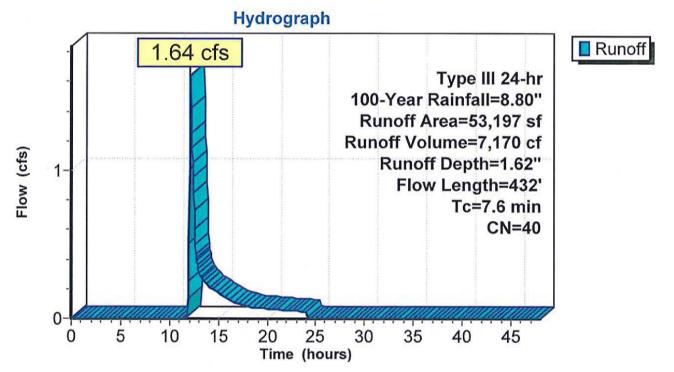
Runoff = 1.64 cfs @ 12.14 hrs, Volume= 7,170 cf	Depth= 1.62"	
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 100-Year Rainfall=8.80"

	A	rea (sf)	CN	Description						
2		1,888	98	Paved park	ing, HSG A	A				
		40,652	39			ood, HSG A				
		311	96	Gravel surface, HSG A						
		9,303	30	Woods, Go	od, HSG A					
		584	55	Woods, Go	od, HSG B					
*		459	77	Wetlands						
0		53,197	40	Weighted A	verage					
		51,309		96.45% Per		1				
		1,888		3.55% Impe	ervious Are	a				
	Тс	Length	Slope		Capacity	Description				
_	(min)	(feet)	(ft/ft) (ft/sec)	(cfs)					
	5.5	50	0.0500	0.15		Sheet Flow,				
						Grass: Dense n= 0.240 P2= 3.40"				
	2.1	382	0.0340	2.97		Shallow Concentrated Flow,				
	10751151		0	S 1615547641	9	Unpaved Kv= 16.1 fps				
-7	7.6	432	Total							

lota

Subcatchment 1E: TRIB. TO #31 WEST ST



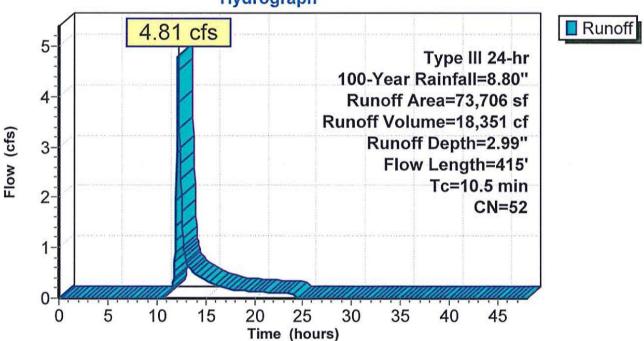
Summary for Subcatchment 2E: TRIB. TO HOPPING BROOK

Runoff = 4.81 cfs @ 12.16 hrs, Volume= 18,351 cf, Dep	th= 2.99"
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 100-Year Rainfall=8.80"

	A	rea (sf)	CN	Description									
17		37,457	49	50-75% Gra	ass cover, I	Fair, HSG A							
		12,368	55	Woods, Go	oods, Good, HSG B								
* 12,165 77 Wetlands													
5		73,706 73,706											
12	Tc (min)	Length (feet)	Slope (ft/ft)		Capacity (cfs)	Description							
	4.5	20	0.0360	0.07		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.40"							
	4.2	30	0.0360	0.12		Sheet Flow, Grass: Dense n= 0.240 P2= 3.40"							
	1.8	365	0.0420	3.30									
	10.5	415	Total),								

Subcatchment 2E: TRIB. TO HOPPING BROOK

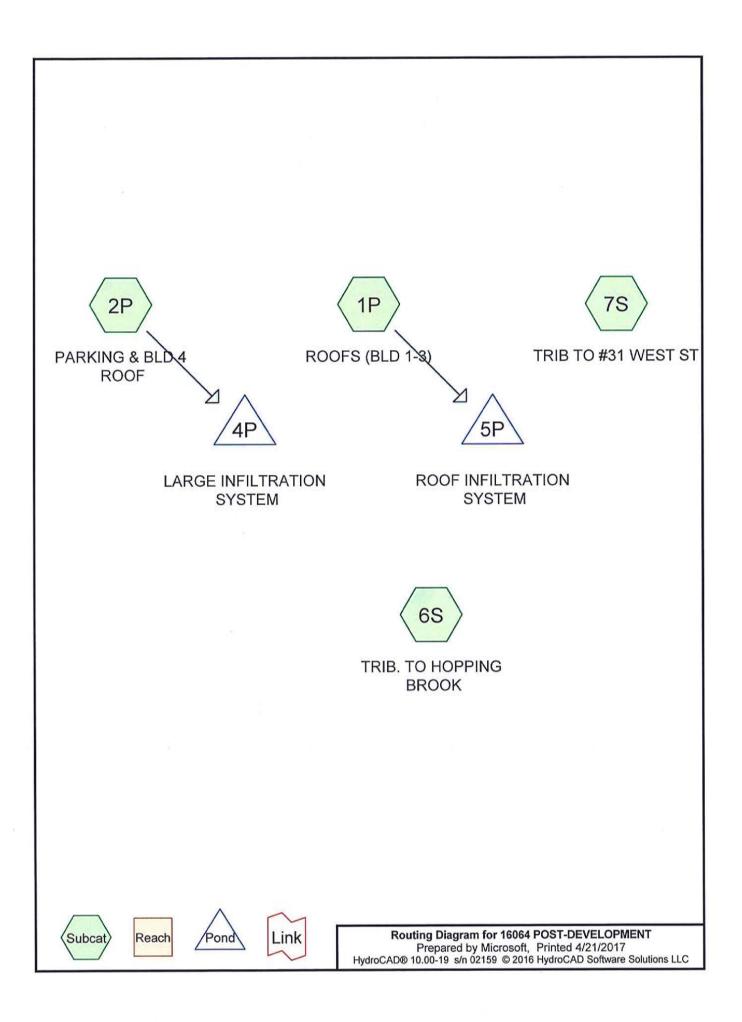


Hydrograph

APPENDIX B

Proposed Conditions

2, 10, 25 and 100 year return storm Summaries



16064 POST-DEVELOPMENT

Prepared by Microsoft HydroCAD® 10.00-19 s/n 02159 © 2016 HydroCAD Software Solutions LLC

Area Listing (selected nodes)

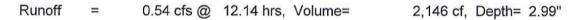
	Area (sq-ft)	CN	Description (subcatchment-numbers)
1	4,662	49	50-75% Grass cover, Fair, HSG A (6S)
1	9,228	39	>75% Grass cover, Good, HSG A (2P, 6S, 7S)
	188	72	Dirt roads, HSG A (7S)
4	6,983	98	Paved parking, HSG A (2P)
	8,622	98	Roofs, HSG A (1P)
1	2,624	77	Wetlands (6S, 7S)
1	1,644	30	Woods, Good, HSG A (2P, 6S, 7S)
1	2,952	55	Woods, Good, HSG B (6S, 7S)
12	26,903	71	TOTAL AREA

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

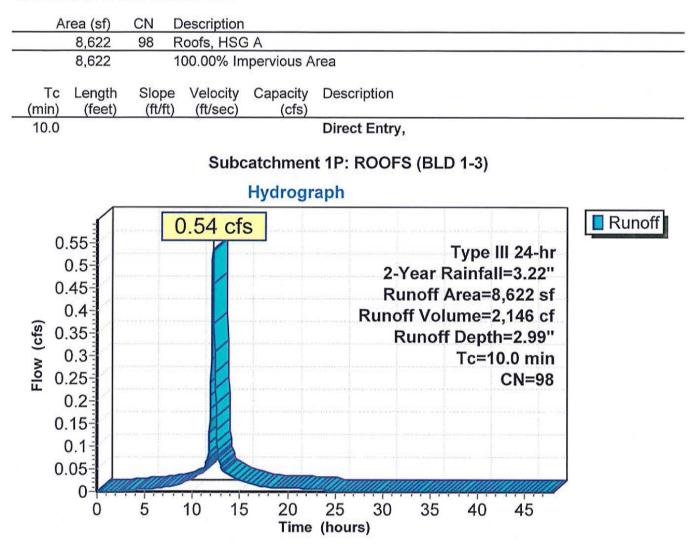
Subcatchment 1P: ROOFS (BLD 1-3)	Runoff Area=8,622 sf 100.00% Impervious Runoff Depth=2.99" Tc=10.0 min CN=98 Runoff=0.54 cfs 2,146 cf
Subcatchment 2P: PARKING & BLD 4	Runoff Area=60,825 sf 77.24% Impervious Runoff Depth=1.70" Tc=10.0 min CN=84 Runoff=2.40 cfs 8,612 cf
Subcatchment 6S: TRIB. TO HOPPING	Runoff Area=48,453 sf 0.00% Impervious Runoff Depth=0.23" Flow Length=192' Tc=11.0 min CN=54 Runoff=0.09 cfs 925 cf
Subcatchment 7S: TRIB TO #31 WEST ST	Runoff Area=9,003 sf 0.00% Impervious Runoff Depth=0.00" Flow Length=158' Tc=10.0 min CN=40 Runoff=0.00 cfs 2 cf
Pond 4P: LARGE INFILTRATION SYSTEM	Peak Elev=203.14' Storage=2,548 cf Inflow=2.40 cfs 8,612 cf Outflow=0.45 cfs 8,612 cf
Pond 5P: ROOF INFILTRATION SYSTEM	Peak Elev=203.39' Storage=666 cf Inflow=0.54 cfs 2,146 cf Outflow=0.08 cfs 2,146 cf
	C. D

Total Runoff Area = 126,903 sf Runoff Volume = 11,686 cf Average Runoff Depth = 1.11" 56.18% Pervious = 71,298 sf 43.82% Impervious = 55,605 sf

Summary for Subcatchment 1P: ROOFS (BLD 1-3)



Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 2-Year Rainfall=3.22"



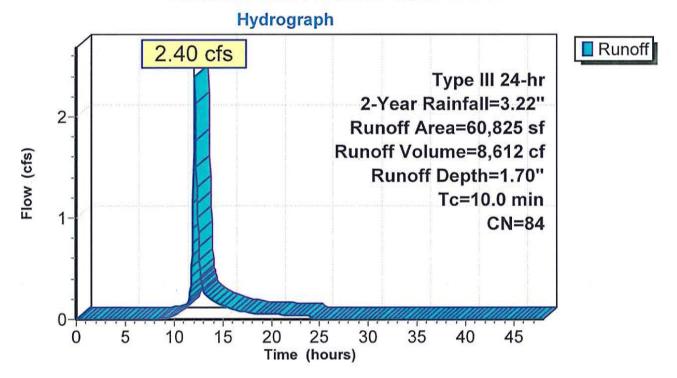
Summary for Subcatchment 2P: PARKING & BLD 4 ROOF

Dunoff		2 10 050 @	10 15 hrs	Valuman	9 612 of Doutha 1 70"
Runoff	-	2.40 cfs @	12.15 hrs,	volume=	8,612 cf, Depth= 1.70"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 2-Year Rainfall=3.22"

A	rea (sf)	CN	Description					
	46,983	98						
	12,866	39	>75% Gras	% Grass cover, Good, HSG A				
	976	976 30 Woods, Good, HSG A						
2.	60,825	84	Weighted A	verage				
	13,842		22.76% Per	vious Area				
	46,983 77.24% Impervious Are			pervious Ar	ea			
Tc (min)	Length (feet)	Slope (ft/ft		Capacity (cfs)	Description			
10.0					Direct Entry,			

Subcatchment 2P: PARKING & BLD 4 ROOF



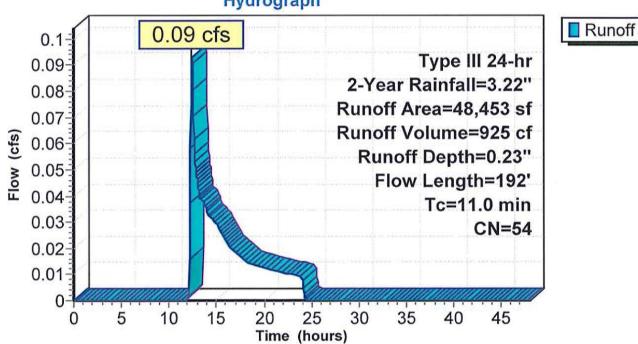
Summary for Subcatchment 6S: TRIB. TO HOPPING BROOK

			10 10 1		
Runoff	=	0.09 cfs @	12.43 hrs.	Volume=	925 cf, Depth= 0.23"
		\sim			

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 2-Year Rainfall=3.22"

	Area (sf)	CN	Description		
	14,662	49	50-75% Gra	ass cover, I	Fair, HSG A
	8,056	30	Woods, Go	od, HSG A	
	12,496	55	Woods, Go	od, HSG B	
•	12,239	77	Wetlands		
	1,000	39	>75% Gras	s cover, Go	bod, HSG A
	48,453	54	Weighted A	verage	
	48,453		100.00% Pe	•	a
Т	•	Slop		Capacity	Description
(min) (feet)	(ft/f	t) (ft/sec)	(cfs)	
10.	5 50	0.010	0.08		Sheet Flow,
					Grass: Dense n= 0.240 P2= 3.40"
0.5	5 142	0.090	0 4.83		Shallow Concentrated Flow,
545	с олися. У П. — — —	WARD POL			Unpaved Kv= 16.1 fps
11.0) 192	Total			

Subcatchment 6S: TRIB. TO HOPPING BROOK



Hydrograph

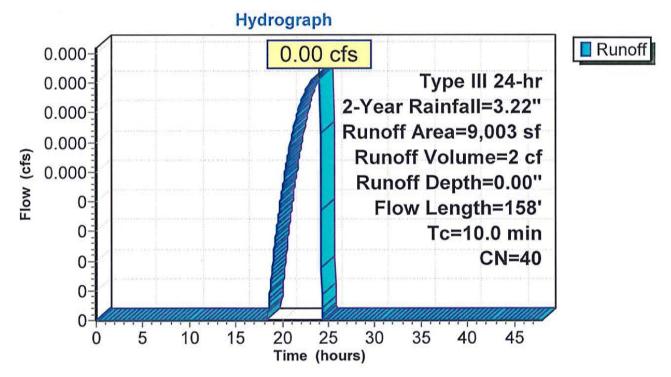
Summary for Subcatchment 7S: TRIB TO #31 WEST ST

Runoff	=	0.00 cfs @	23.92 hrs,	Volume=	2 cf,	Depth=	0.00"
						(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 2-Year Rainfall=3.22"

	A	rea (sf)	CN	Description			
		5,362	39	>75% Gras	s cover, Go	bod, HSG A	
		188	72	Dirt roads, I	HSG A		
		2,612	30	Woods, Go	od, HSG A		
		456	55	Woods, Go	od, HSG B		
*		385	77	Wetlands			
		9,003	40	Weighted A	verage		
		9,003		100.00% Pe		a	
	Tc (min)	Length (feet)	Slope (ft/ft)		Capacity (cfs)	Description	
	5.5	50	0.0500	0.15		Sheet Flow,	
						Grass: Dense n= 0.240 P2= 3.40"	
	0.6	108	0.0370	3.10		Shallow Concentrated Flow,	
						Unpaved Kv= 16.1 fps	
	3.9					Direct Entry,	
16 00	10.0	158	Total				

Subcatchment 7S: TRIB TO #31 WEST ST



Summary for Pond 4P: LARGE INFILTRATION SYSTEM

Inflow Area	a =	60,825 sf, 77.24% Impervious	s, Inflow Depth = 1.70" for 2-Year event
Inflow	=	2.40 cfs @ 12.15 hrs, Volume:	
Outflow	=	0.45 cfs @ 12.68 hrs, Volume:	= 8,612 cf, Atten= 81%, Lag= 32.0 min
Discarded	=	0.45 cfs @ 12.68 hrs, Volume:	= 8,612 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Peak Elev= 203.14' @ 12.68 hrs Surf.Area= 7,849 sf Storage= 2,548 cf

Plug-Flow detention time= 39.4 min calculated for 8,603 cf (100% of inflow) Center-of-Mass det. time= 39.4 min (872.4 - 833.0)

Volume	Invert	Avail.Storage	Storage Description
#1A	202.50'	6,485 cf	49.83'W x 157.50'L x 3.54'H Field A
			27,798 cf Overall - 11,586 cf Embedded = 16,211 cf x 40.0% Voids
#2A	203.00'	11,586 cf	Cultec R-330XLHD x 220 Inside #1
			Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf
			Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap
¥77			Row Length Adjustment= +1.50' x 7.45 sf x 10 rows
		18,071 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices	
#1	Discarded	202.50'	2.410 in/hr Exfiltration over Wetted area	

Discarded OutFlow Max=0.45 cfs @ 12.68 hrs HW=203.14' (Free Discharge) **1=Exfiltration** (Exfiltration Controls 0.45 cfs)

Pond 4P: LARGE INFILTRATION SYSTEM - Chamber Wizard Field A

Chamber Model = Cultec R-330XLHD (Cultec Recharger® 330XLHD)

Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= $+1.50' \times 7.45$ sf x 10 rows

52.0" Wide + 6.0" Spacing = 58.0" C-C Row Spacing

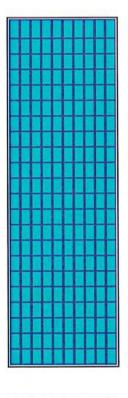
22 Chambers/Row x 7.00' Long +1.50' Row Adjustment = 155.50' Row Length +12.0" End Stone x 2 = 157.50' Base Length 10 Rows x 52.0" Wide + 6.0" Spacing x 9 + 12.0" Side Stone x 2 = 49.83' Base Width 6.0" Base + 30.5" Chamber Height + 6.0" Cover = 3.54' Field Height

220 Chambers x 52.2 cf +1.50' Row Adjustment x 7.45 sf x 10 Rows = 11,586.3 cf Chamber Storage

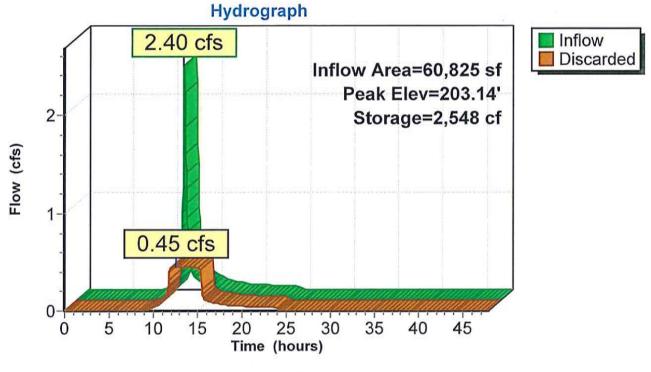
27,797.7 cf Field - 11,586.3 cf Chambers = 16,211.4 cf Stone x 40.0% Voids = 6,484.5 cf Stone Storage

Chamber Storage + Stone Storage = 18,070.8 cf = 0.415 af Overall Storage Efficiency = 65.0% Overall System Size = 157.50' x 49.83' x 3.54'

220 Chambers 1,029.5 cy Field 600.4 cy Stone



Pond 4P: LARGE INFILTRATION SYSTEM



1

Summary for Pond 5P: ROOF INFILTRATION SYSTEM

Inflow Area	a =	8,622 sf,100.00% Impervious	, Inflow Depth = 2.99" for 2-Year event
Inflow	=	0.54 cfs @ 12.14 hrs, Volume=	2,146 cf
Outflow	=	0.08 cfs @ 12.72 hrs, Volume=	2,146 cf, Atten= 85%, Lag= 35.1 min
Discarded	=	0.08 cfs @ 12.72 hrs, Volume=	2,146 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Peak Elev= 203.39' @ 12.72 hrs Surf.Area= 1,265 sf Storage= 666 cf

Plug-Flow detention time= 55.8 min calculated for 2,144 cf (100% of inflow) Center-of-Mass det. time= 55.8 min (815.7 - 760.0)

Volume	Invert	Avail.Storage	Storage Description
#1A	202.50	1,089 cf	40.17'W x 31.50'L x 3.54'H Field A
			4,481 cf Overall - 1,758 cf Embedded = 2,723 cf x 40.0% Voids
#2A	203.00'	1,758 cf	Cultec R-330XLHD x 32 Inside #1
			Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf
			Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap
			Row Length Adjustment= +1.50' x 7.45 sf x 8 rows
14		2,847 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices	
#1	Discarded	202.50'	2.410 in/hr Exfiltration over Wetted area	
			s @ 12.72 hrs HW=203.39' (Free Discharge)	

-1=Exfiltration (Exfiltration Controls 0.08 cfs)

Pond 5P: ROOF INFILTRATION SYSTEM - Chamber Wizard Field A

Chamber Model = Cultec R-330XLHD (Cultec Recharger® 330XLHD)

Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= $+1.50' \times 7.45$ sf x 8 rows

52.0" Wide + 6.0" Spacing = 58.0" C-C Row Spacing

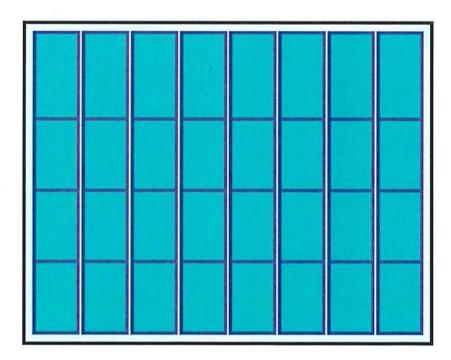
4 Chambers/Row x 7.00' Long +1.50' Row Adjustment = 29.50' Row Length +12.0" End Stone x 2 = 31.50' Base Length 8 Rows x 52.0" Wide + 6.0" Spacing x 7 + 12.0" Side Stone x 2 = 40.17' Base Width 6.0" Base + 30.5" Chamber Height + 6.0" Cover = 3.54' Field Height

32 Chambers x 52.2 cf +1.50' Row Adjustment x 7.45 sf x 8 Rows = 1,758.4 cf Chamber Storage

4,481.1 cf Field - 1,758.4 cf Chambers = 2,722.7 cf Stone x 40.0% Voids = 1,089.1 cf Stone Storage

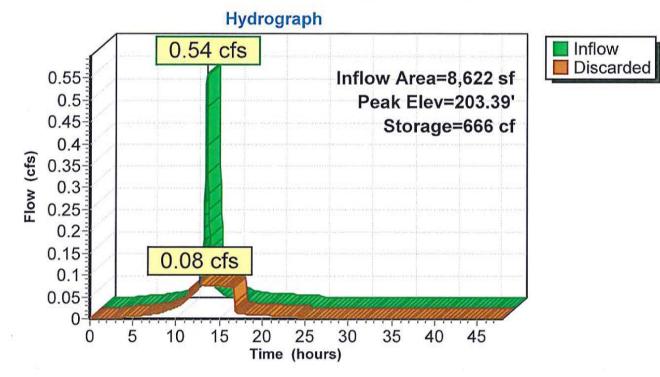
Chamber Storage + Stone Storage = 2,847.5 cf = 0.065 afOverall Storage Efficiency = 63.5%Overall System Size = $31.50' \times 40.17' \times 3.54'$

32 Chambers 166.0 cy Field 100.8 cy Stone





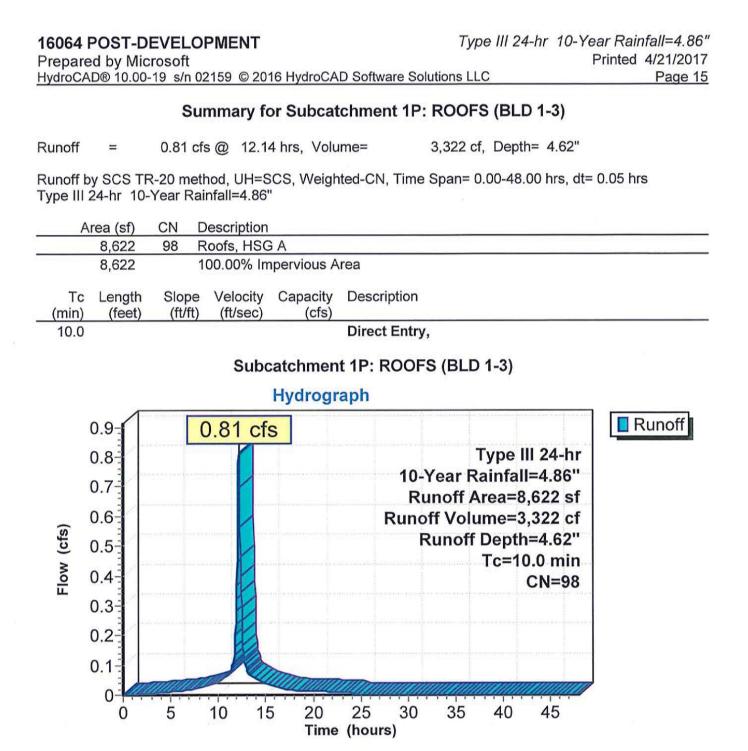
Pond 5P: ROOF INFILTRATION SYSTEM



Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1P: ROOFS (BLD 1-3)	Runoff Area=8,622 sf 100.00% Impervious Runoff Depth=4.62" Tc=10.0 min CN=98 Runoff=0.81 cfs 3,322 cf
Subcatchment 2P: PARKING & BLD 4	Runoff Area=60,825 sf 77.24% Impervious Runoff Depth=3.14" Tc=10.0 min CN=84 Runoff=4.42 cfs 15,929 cf
Subcatchment 6S: TRIB. TO HOPPING	Runoff Area=48,453 sf 0.00% Impervious Runoff Depth=0.85" w Length=192' Tc=11.0 min CN=54 Runoff=0.69 cfs 3,445 cf
Subcatchment 7S: TRIB TO #31 WEST ST F	Runoff Area=9,003 sf 0.00% Impervious Runoff Depth=0.21" Flow Length=158' Tc=10.0 min CN=40 Runoff=0.01 cfs 154 cf
Pond 4P: LARGE INFILTRATION SYSTEM	Peak Elev=203.68' Storage=6,145 cf Inflow=4.42 cfs 15,929 cf Outflow=0.47 cfs 15,929 cf
Pond 5P: ROOF INFILTRATION SYSTEM	Peak Elev=203.90' Storage=1,198 cf Inflow=0.81 cfs 3,322 cf Outflow=0.08 cfs 3,322 cf
Total Runoff Area = 126,903 sf	Runoff Volume = 22,850 cf Average Runoff Depth = 2.16"

56.18% Pervious = 71,298 sf 43.82% Impervious = 55,605 sf



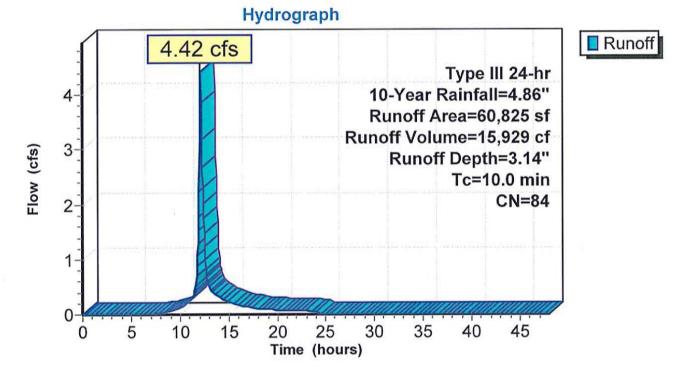
Summary for Subcatchment 2P: PARKING & BLD 4 ROOF

Runoff	=	4.42 cfs @	12.14 hrs.	Volume=	15,929 cf,	Depth= 3.14"
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 10-Year Rainfall=4.86"

A	rea (sf)	CN	Description			
7	46,983	98	Paved park	ing, HSG A		
	12,866	39	>75% Gras	>75% Grass cover, Good, HSG A		
	976	30	Woods, Go	od, HSG A		
	60,825	84	Weighted A	verage		
	13,842		22.76% Per	vious Area		
	46,983		77.24% Impervious Area			
Tc (min)	Length (feet)	Slope (ft/ft		Capacity (cfs)	Description	
10.0					Direct Entry,	

Subcatchment 2P: PARKING & BLD 4 ROOF



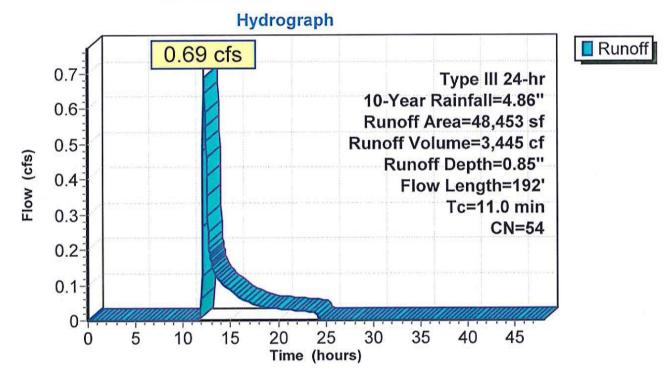
Summary for Subcatchment 6S: TRIB. TO HOPPING BROOK

Runoff	=	0.69 cfs @	12.20 hrs,	Volume=	3,445 cf,	Depth= 0.85'	"
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 10-Year Rainfall=4.86"

	A	rea (sf)	CN	Description					
-		14,662	49	50-75% Gra	ass cover, I	Fair, HSG A			
		8,056	30	Woods, Go	od, HSG A				
		12,496	55	Woods, Go	od, HSG B				
*		12,239	77	Wetlands					
		1,000	39	>75% Grass cover, Good, HSG A					
_		48,453	54	Weighted A	verage				
		48,453		100.00% Pe	ervious Are	a			
			2210		23 55				
	Тс	Length	Slope		Capacity	Description			
,	(min)	(feet)	(ft/ft) (ft/sec)	(cfs)				
	10.5	50	0.0100	0.08		Sheet Flow,			
						Grass: Dense n= 0.240 P2= 3.40"			
	0.5	142	0.0900	0 4.83		Shallow Concentrated Flow,			
						Unpaved Kv= 16.1 fps			
	11.0	192	Total						

Subcatchment 6S: TRIB. TO HOPPING BROOK



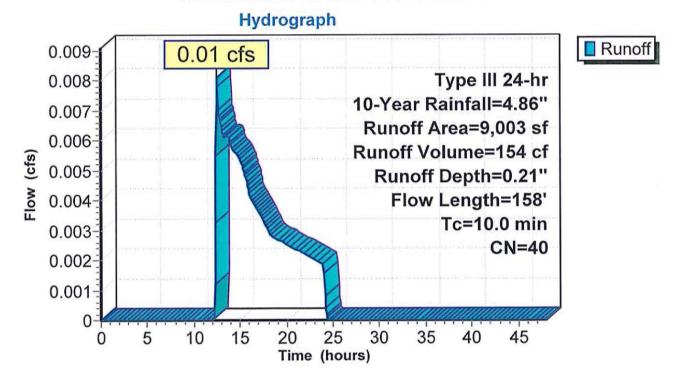
Summary for Subcatchment 7S: TRIB TO #31 WEST ST

Runoff = 0.01 cfs @ 12.53 hrs, Volume= 154 cf, Depth= 0.21"	olume= 154 cf, Depth= 0.21"
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 10-Year Rainfall=4.86"

	A	rea (sf)	CN E	Description			-
0.		5,362	39 >	75% Gras	s cover, Go	bod, HSG A	
		188	72 E	Dirt roads, I	HSG A		
		2,612	30 V	Voods, Go	od, HSG A		
		456	55 V	Noods, Good, HSG B			
*		385	77 V	Vetlands			
_		9,003	40 V	40 Weighted Average			
		9,003			ervious Are	a	
	Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description	
8	5.5	50	0.0500	0.15		Sheet Flow,	
						Grass: Dense n= 0.240 P2= 3.40"	
	0.6	108	0.0370	3.10		Shallow Concentrated Flow,	
						Unpaved Kv= 16.1 fps	
	3.9					Direct Entry,	
	10.0	158	Total				

Subcatchment 7S: TRIB TO #31 WEST ST



Summary for Pond 4P: LARGE INFILTRATION SYSTEM

Inflow Area	a =	60,825 sf, 77.24% Impervious, Inflow Depth = 3.14" for 1	D-Year event
Inflow	=	4.42 cfs @ 12.14 hrs, Volume= 15,929 cf	
Outflow	=	0.47 cfs @ 13.10 hrs, Volume= 15,929 cf, Atten= 89%	, Lag= 57.4 min
Discarded	=	0.47 cfs @ 13.10 hrs, Volume= 15,929 cf	

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Peak Elev= 203.68' @ 13.10 hrs Surf.Area= 7,849 sf Storage= 6,145 cf

Plug-Flow detention time= 110.6 min calculated for 15,913 cf (100% of inflow) Center-of-Mass det. time= 110.5 min (925.9 - 815.4)

Volume	Invert	Avail.Storage	Storage Description
#1A	202.50'	6,485 cf	49.83'W x 157.50'L x 3.54'H Field A
		2	27,798 cf Overall - 11,586 cf Embedded = 16,211 cf x 40.0% Voids
#2A	203.00'	11,586 cf	Cultec R-330XLHD x 220 Inside #1
			Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf
			Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap
			Row Length Adjustment= +1.50' x 7.45 sf x 10 rows
		18,071 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices	
#1	Discarded	202.50'	2.410 in/hr Exfiltration over Wetted area	
			s @ 13.10 hrs HW=203.68' (Free Discharge)	

1=Exfiltration (Exfiltration Controls 0.47 cfs)

Pond 4P: LARGE INFILTRATION SYSTEM - Chamber Wizard Field A

Chamber Model = Cultec R-330XLHD (Cultec Recharger® 330XLHD)

Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= +1.50' x 7.45 sf x 10 rows

52.0" Wide + 6.0" Spacing = 58.0" C-C Row Spacing

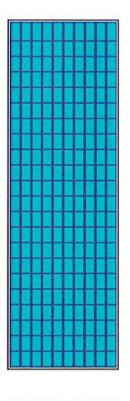
22 Chambers/Row x 7.00' Long +1.50' Row Adjustment = 155.50' Row Length +12.0" End Stone x 2 = 157.50' Base Length 10 Rows x 52.0" Wide + 6.0" Spacing x 9 + 12.0" Side Stone x 2 = 49.83' Base Width 6.0" Base + 30.5" Chamber Height + 6.0" Cover = 3.54' Field Height

220 Chambers x 52.2 cf +1.50' Row Adjustment x 7.45 sf x 10 Rows = 11,586.3 cf Chamber Storage

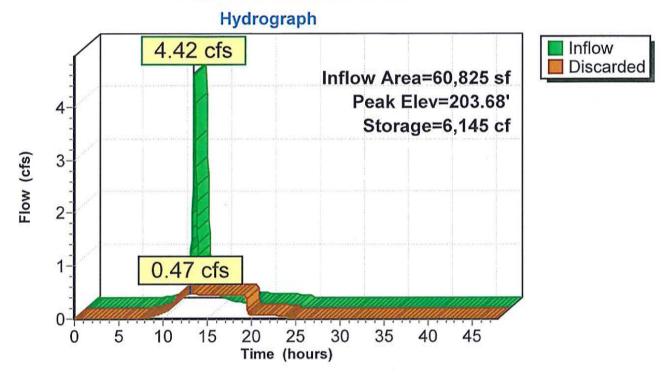
27,797.7 cf Field - 11,586.3 cf Chambers = 16,211.4 cf Stone x 40.0% Voids = 6,484.5 cf Stone Storage

Chamber Storage + Stone Storage = 18,070.8 cf = 0.415 af Overall Storage Efficiency = 65.0% Overall System Size = 157.50' x 49.83' x 3.54'

220 Chambers 1,029.5 cy Field 600.4 cy Stone



Pond 4P: LARGE INFILTRATION SYSTEM



Summary for Pond 5P: ROOF INFILTRATION SYSTEM

Inflow Area	a =	8,622 sf,100.00% Impervious	, Inflow Depth = 4.62" for 10-Year event
Inflow	=	0.81 cfs @ 12.14 hrs, Volume=	
Outflow	=	0.08 cfs @ 13.03 hrs, Volume=	3,322 cf, Atten= 90%, Lag= 53.6 min
Discarded	=	0.08 cfs @ 13.03 hrs, Volume=	3,322 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Peak Elev= 203.90' @ 13.03 hrs Surf.Area= 1,265 sf Storage= 1,198 cf

Plug-Flow detention time= 107.6 min calculated for 3,318 cf (100% of inflow) Center-of-Mass det. time= 107.4 min (859.6 - 752.2)

Volume	Invert	Avail.Storage	Storage Description
#1A	202.50'	1,089 cf	40.17'W x 31.50'L x 3.54'H Field A 4,481 cf Overall - 1,758 cf Embedded = 2,723 cf x 40.0% Voids
#2A	203.00'	1,758 cf	
		2,847 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices			
#1	Discarded	202.50'	2.410 in/hr Exfiltration over Wetted area			
Discarded OutFlow Max=0.08 cfs @ 13.03 hrs HW=203.90' (Free Discharge)						

-1=Exfiltration (Exfiltration Controls 0.08 cfs)

Pond 5P: ROOF INFILTRATION SYSTEM - Chamber Wizard Field A

Chamber Model = Cultec R-330XLHD (Cultec Recharger® 330XLHD)

Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= $+1.50' \times 7.45$ sf x 8 rows

52.0" Wide + 6.0" Spacing = 58.0" C-C Row Spacing

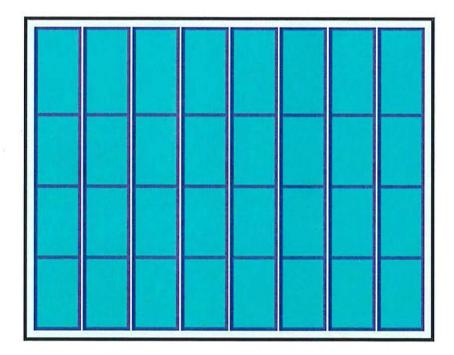
4 Chambers/Row x 7.00' Long +1.50' Row Adjustment = 29.50' Row Length +12.0" End Stone x 2 = 31.50' Base Length 8 Rows x 52.0" Wide + 6.0" Spacing x 7 + 12.0" Side Stone x 2 = 40.17' Base Width 6.0" Base + 30.5" Chamber Height + 6.0" Cover = 3.54' Field Height

32 Chambers x 52.2 cf +1.50' Row Adjustment x 7.45 sf x 8 Rows = 1,758.4 cf Chamber Storage

4,481.1 cf Field - 1,758.4 cf Chambers = 2,722.7 cf Stone x 40.0% Voids = 1,089.1 cf Stone Storage

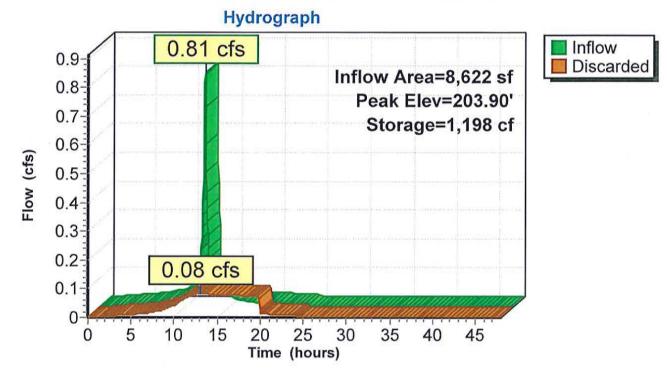
Chamber Storage + Stone Storage = 2,847.5 cf = 0.065 afOverall Storage Efficiency = 63.5%Overall System Size = $31.50' \times 40.17' \times 3.54'$

32 Chambers 166.0 cy Field 100.8 cy Stone





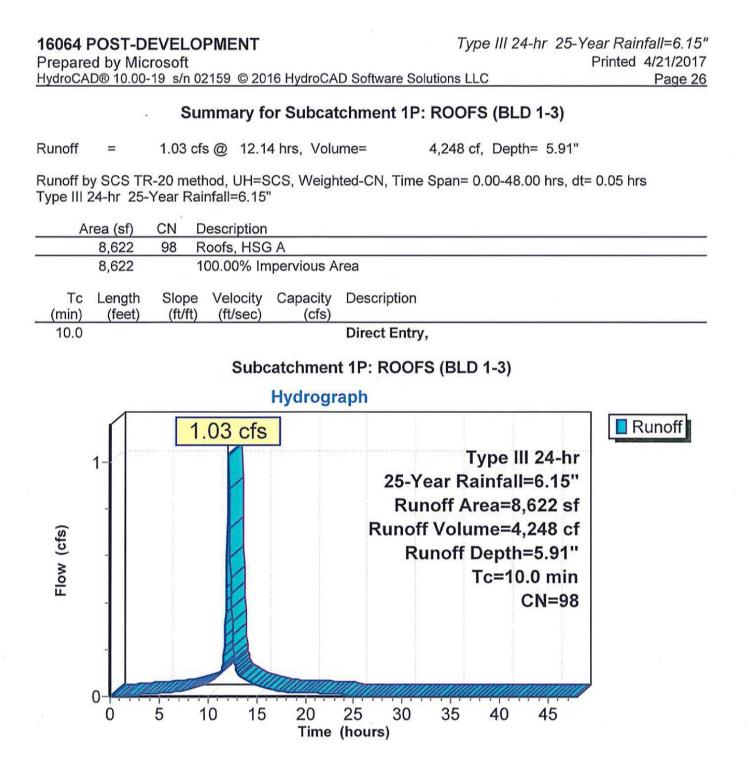
Pond 5P: ROOF INFILTRATION SYSTEM



Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1P: ROOFS (BLD 1-3)	Runoff Area=8,622 sf 100.00% Impervious Runoff Depth=5.91" Tc=10.0 min CN=98 Runoff=1.03 cfs 4,248 cf
Subcatchment 2P: PARKING & BLD 4	Runoff Area=60,825 sf 77.24% Impervious Runoff Depth=4.34" Tc=10.0 min CN=84 Runoff=6.03 cfs 21,984 cf
Subcatchment 6S: TRIB. TO HOPPING	Runoff Area=48,453 sf 0.00% Impervious Runoff Depth=1.52" Flow Length=192' Tc=11.0 min CN=54 Runoff=1.46 cfs 6,157 cf
Subcatchment 7S: TRIB TO #31 WEST ST	Runoff Area=9,003 sf 0.00% Impervious Runoff Depth=0.55" Flow Length=158' Tc=10.0 min CN=40 Runoff=0.05 cfs 410 cf
Pond 4P: LARGE INFILTRATION SYSTEM	Peak Elev=204.19' Storage=9,476 cf Inflow=6.03 cfs 21,984 cf Outflow=0.48 cfs 21,984 cf
Pond 5P: ROOF INFILTRATION SYSTEM	Peak Elev=204.37' Storage=1,667 cf Inflow=1.03 cfs 4,248 cf Outflow=0.09 cfs 4,248 cf
Total Runoff Area = 126,903 s	f Runoff Volume = 32,798 cf Average Runoff Depth = 3,10"

Total Runoff Area = 126,903 sf Runoff Volume = 32,798 cf Average Runoff Depth = 3.10" 56.18% Pervious = 71,298 sf 43.82% Impervious = 55,605 sf



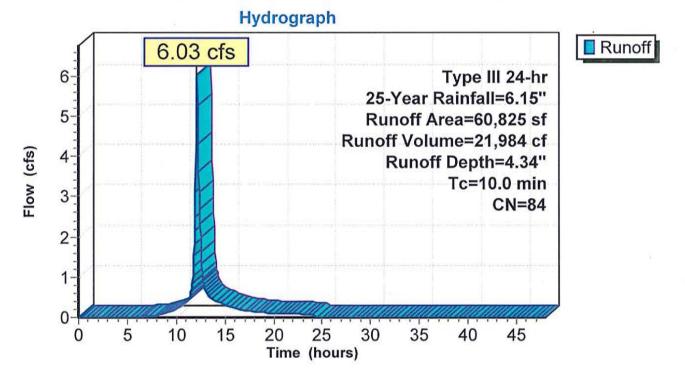
Summary for Subcatchment 2P: PARKING & BLD 4 ROOF

Runoff	=	6.03 cfs @	12 14 hrs	Volume=	21 984 cf	Depth= 4.34"
Runon	-	0.03 CIS @	12.14 115,	volume-	21,904 01,	Deptil 4.54

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 25-Year Rainfall=6.15"

A	rea (sf)	CN	Description				
	46,983	98	Paved parking, HSG A				
	12,866	39	>75% Gras	s cover, Go	ood, HSG A		
	976	30	Noods, Good, HSG A				
	60,825 13,842 46,983		Weighted Average 22.76% Pervious Area 77.24% Impervious Area				
Tc (min)	Length (feet)	Slope (ft/ft)	A CONTRACT OF	Capacity (cfs)	Description		
10.0					Direct Entry,		

Subcatchment 2P: PARKING & BLD 4 ROOF



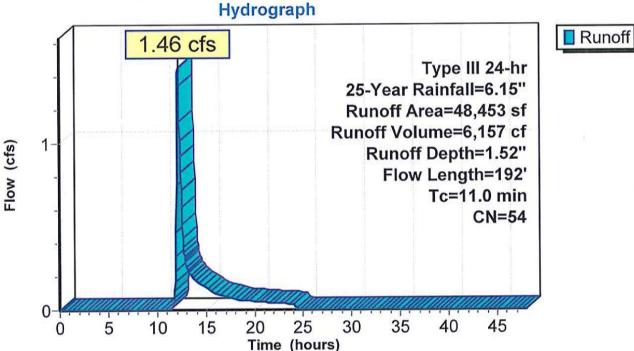
Summary for Subcatchment 6S: TRIB. TO HOPPING BROOK

Runoff	=	1.46 cfs @	12.17 hrs,	Volume=	6,157 cf, Depth= 1.52"
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 25-Year Rainfall=6.15"

	A	rea (sf)	CN	Description						
		14,662	49	50-75% Gra	ass cover, F	Fair, HSG A				
		8,056	30	Woods, Go	od, HSG A					
		12,496	55	Woods, Go	Woods, Good, HSG B					
*		12,239	77	Wetlands						
		1,000	39	>75% Gras	s cover, Go	bod, HSG A				
		48,453	54	Weighted A	verage					
		48,453		100.00% Pe		a				
	Tc	Length	Slope	e Velocity	Capacity	Description				
	(min)	(feet)	(ft/ft) (ft/sec)	(cfs)					
	10.5	50	0.0100	0.08		Sheet Flow,				
						Grass: Dense n= 0.240 P2= 3.40"				
	0.5	142	0.0900	4.83		Shallow Concentrated Flow,				
						Unpaved Kv= 16.1 fps				
_	11.0	192	Total							

Subcatchment 6S: TRIB. TO HOPPING BROOK



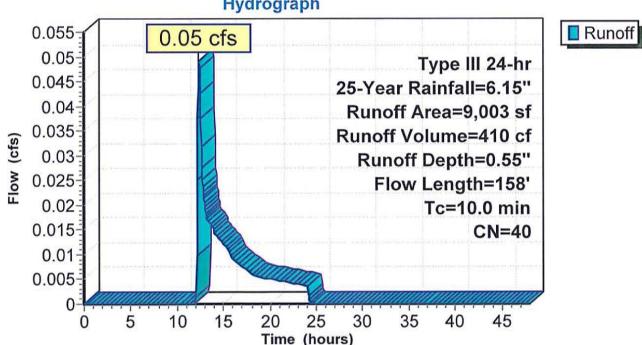
Summary for Subcatchment 7S: TRIB TO #31 WEST ST

Runoff = 0.05 cfs @ 12.37 hrs, Volume= 410 cf, Depth= 0.55	5"
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 25-Year Rainfall=6.15"

8	A	rea (sf)	CN I	Description						
		5,362	39 3	75% Gras	'5% Grass cover, Good, HSG A					
		188	72 I	Dirt roads, I	HSG A					
		2,612	30 \	Voods, Go	od, HSG A					
		456	55	Voods, Good, HSG B						
*		385	77 \	Vetlands						
		9,003	40	Veighted A	verage					
		9,003	1	100.00% Pervious Area						
	Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description				
8	5.5	50	0.0500	0.15		Sheet Flow,				
						Grass: Dense n= 0.240 P2= 3.40"				
	0.6	108	0.0370	3.10		Shallow Concentrated Flow,				
						Unpaved Kv= 16.1 fps				
	3.9					Direct Entry,				
	10.0	158	Total		_		· · · · · · · · · · · · · · · · · · ·			

Subcatchment 7S: TRIB TO #31 WEST ST



Hydrograph

Summary for Pond 4P: LARGE INFILTRATION SYSTEM

Inflow Area	=	60,825 sf, 77.24% In	npervious,	Inflow Depth = 4.34"	for 25-Year event
Inflow	=	6.03 cfs @ 12.14 hrs,	Volume=	21,984 cf	
Outflow	=	0.48 cfs @ 13.67 hrs,	Volume=	21,984 cf, Atte	en= 92%, Lag= 92.0 min
Discarded	=	0.48 cfs @ 13.67 hrs,	Volume=	21,984 cf	

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Peak Elev= 204.19' @ 13.67 hrs Surf.Area= 7,849 sf Storage= 9,476 cf

Plug-Flow detention time= 177.6 min calculated for 21,961 cf (100% of inflow) Center-of-Mass det. time= 177.4 min (983.7 - 806.3)

Volume	Invert	Avail.Storage	Storage Description
#1A	202.50'	6,485 cf	49.83'W x 157.50'L x 3.54'H Field A 27,798 cf Overall - 11,586 cf Embedded = 16,211 cf x 40.0% Voids
#2A	203.00'	11,586 cf	Cultec R-330XLHD x 220 Inside #1 Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= +1.50' x 7.45 sf x 10 rows
		18,071 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	202.50'	2.410 in/hr Exfiltration over Wetted area
Discard		Max=0.48 cf	e @ 13.67 brs. HW/=204.19' (Free Discharge)

Discarded OutFlow Max=0.48 cfs @ 13.67 hrs HW=204.19' (Free Discharge) **1=Exfiltration** (Exfiltration Controls 0.48 cfs)

Pond 4P: LARGE INFILTRATION SYSTEM - Chamber Wizard Field A

Chamber Model = Cultec R-330XLHD (Cultec Recharger® 330XLHD)

Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= $+1.50' \times 7.45$ sf x 10 rows

52.0" Wide + 6.0" Spacing = 58.0" C-C Row Spacing

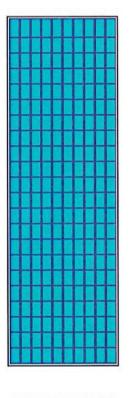
22 Chambers/Row x 7.00' Long +1.50' Row Adjustment = 155.50' Row Length +12.0" End Stone x 2 = 157.50' Base Length 10 Rows x 52.0" Wide + 6.0" Spacing x 9 + 12.0" Side Stone x 2 = 49.83' Base Width 6.0" Base + 30.5" Chamber Height + 6.0" Cover = 3.54' Field Height

220 Chambers x 52.2 cf +1.50' Row Adjustment x 7.45 sf x 10 Rows = 11,586.3 cf Chamber Storage

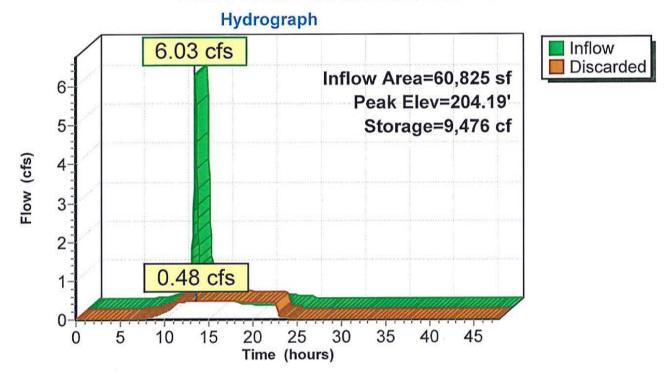
27,797.7 cf Field - 11,586.3 cf Chambers = 16,211.4 cf Stone x 40.0% Voids = 6,484.5 cf Stone Storage

Chamber Storage + Stone Storage = 18,070.8 cf = 0.415 af Overall Storage Efficiency = 65.0% Overall System Size = 157.50' x 49.83' x 3.54'

220 Chambers 1,029.5 cy Field 600.4 cy Stone



Pond 4P: LARGE INFILTRATION SYSTEM



Summary for Pond 5P: ROOF INFILTRATION SYSTEM

Inflow Area	a =	8,622 sf,100.00% Impervious	, Inflow Depth = 5.91" for 25-Year event
Inflow	=	1.03 cfs @ 12.14 hrs, Volume=	
Outflow	=	0.09 cfs @ 13.30 hrs, Volume=	4,248 cf, Atten= 92%, Lag= 69.7 min
Discarded	=	0.09 cfs @ 13.30 hrs, Volume=	4,248 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Peak Elev= 204.37' @ 13.30 hrs Surf.Area= 1,265 sf Storage= 1,667 cf

Plug-Flow detention time= 153.5 min calculated for 4,243 cf (100% of inflow) Center-of-Mass det. time= 153.3 min (901.8 - 748.5)

Volume	Invert	Avail.Storage	Storage Description
#1A	202.50'	1,089 cf	40.17'W x 31.50'L x 3.54'H Field A 4,481 cf Overall - 1,758 cf Embedded = 2,723 cf x 40.0% Voids
#2A	203.00'	1,758 cf	Cultec R-330XLHD x 32 Inside #1 Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= +1.50' x 7.45 sf x 8 rows
		2,847 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices	
#1	Discarded	202.50'	2.410 in/hr Exfiltration over Wetted area	
Discard	led OutFlow	Max=0.09 cf	s @ 13.30 hrs HW=204.37' (Free Discharge)	

☐1=Exfiltration (Exfiltration Controls 0.09 cfs)

Pond 5P: ROOF INFILTRATION SYSTEM - Chamber Wizard Field A

Chamber Model = Cultec R-330XLHD (Cultec Recharger® 330XLHD)

Effective Size= $47.8''W \times 30.0''H \Rightarrow 7.45 \text{ sf } \times 7.00'L = 52.2 \text{ cf}$ Overall Size= $52.0''W \times 30.5''H \times 8.50'L$ with 1.50' Overlap Row Length Adjustment= $+1.50' \times 7.45 \text{ sf } \times 8 \text{ rows}$

52.0" Wide + 6.0" Spacing = 58.0" C-C Row Spacing

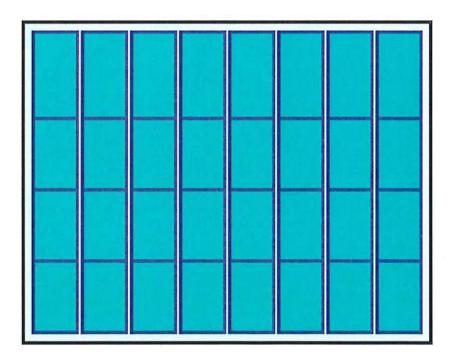
4 Chambers/Row x 7.00' Long +1.50' Row Adjustment = 29.50' Row Length +12.0" End Stone x 2 = 31.50' Base Length 8 Rows x 52.0" Wide + 6.0" Spacing x 7 + 12.0" Side Stone x 2 = 40.17' Base Width 6.0" Base + 30.5" Chamber Height + 6.0" Cover = 3.54' Field Height

32 Chambers x 52.2 cf +1.50' Row Adjustment x 7.45 sf x 8 Rows = 1,758.4 cf Chamber Storage

4,481.1 cf Field - 1,758.4 cf Chambers = 2,722.7 cf Stone x 40.0% Voids = 1,089.1 cf Stone Storage

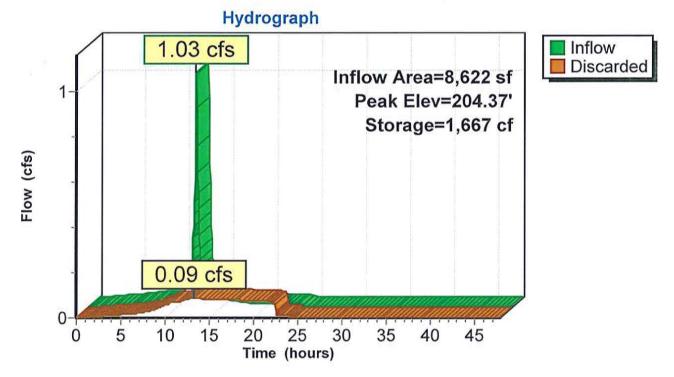
Chamber Storage + Stone Storage = 2,847.5 cf = 0.065 afOverall Storage Efficiency = 63.5%Overall System Size = $31.50' \times 40.17' \times 3.54'$

32 Chambers 166.0 cy Field 100.8 cy Stone





Pond 5P: ROOF INFILTRATION SYSTEM



Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

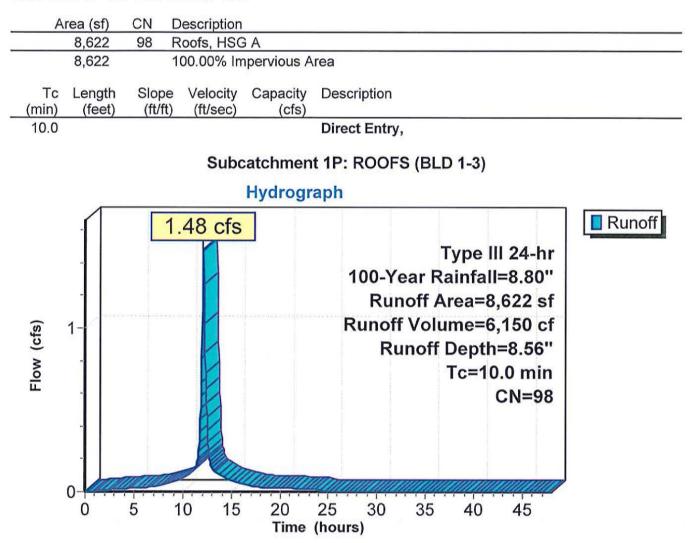
Subcatchment 1P: ROOFS (BLD 1-3)	Runoff Area=8,622 sf 100.00% Impervious Runoff Depth=8.56" Tc=10.0 min CN=98 Runoff=1.48 cfs 6,150 cf
Subcatchment 2P: PARKING & BLD 4	Runoff Area=60,825 sf 77.24% Impervious Runoff Depth=6.87" Tc=10.0 min CN=84 Runoff=9.36 cfs 34,801 cf
Subcatchment 6S: TRIB. TO HOPPING	Runoff Area=48,453 sf 0.00% Impervious Runoff Depth=3.22" Flow Length=192' Tc=11.0 min CN=54 Runoff=3.41 cfs 13,022 cf
Subcatchment 7S: TRIB TO #31 WEST ST	Runoff Area=9,003 sf 0.00% Impervious Runoff Depth=1.62" Flow Length=158' Tc=10.0 min CN=40 Runoff=0.26 cfs 1,213 cf
Pond 4P: LARGE INFILTRATION SYSTEM	Peak Elev=205.84' Storage=17,432 cf Inflow=9.36 cfs 34,801 cf Outflow=0.52 cfs 34,801 cf
Pond 5P: ROOF INFILTRATION SYSTEM	Peak Elev=205.83' Storage=2,743 cf Inflow=1.48 cfs 6,150 cf Outflow=0.10 cfs 6,150 cf

Total Runoff Area = 126,903 sf Runoff Volume = 55,186 cf Average Runoff Depth = 5.22" 56.18% Pervious = 71,298 sf 43.82% Impervious = 55,605 sf

Summary for Subcatchment 1P: ROOFS (BLD 1-3)

Runoff = 1.48 cfs @ 12.14 hrs, Volume= 6,150 cf, Depth= 8.56"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 100-Year Rainfall=8.80"



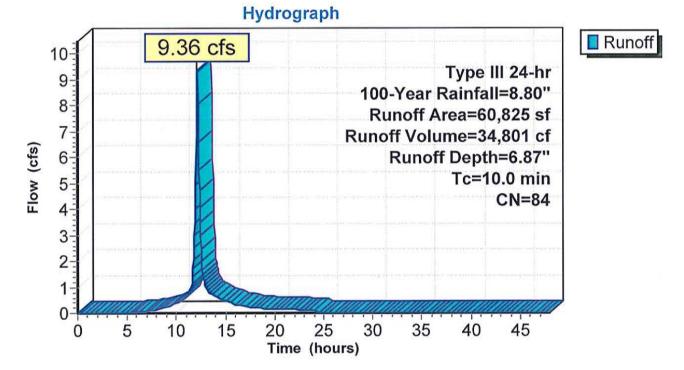
Summary for Subcatchment 2P: PARKING & BLD 4 ROOF

	지방 문화방법 - 유민 정영상	방송가는 것 안 잘 들을 줄	S. S. 522		
Runoff =	9.36 cfs @	12.14 hrs,	Volume=	34,801 cf,	Depth= 6.87"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 100-Year Rainfall=8.80"

A	rea (sf)	CN	Description						
	46,983	98	Paved park	ing, HSG A					
	12,866	39	>75% Gras	75% Grass cover, Good, HSG A					
	976	30	Woods, Go	od, HSG A					
	60,825		Weighted A						
	13,842 22.76% Pervious Area								
	46,983 77.24% Impervious Are			Dervious An	a				
Tc (min)	Length (feet)	Slope (ft/ft)		Capacity (cfs)	Description				
10.0			an a		Direct Entry,				

Subcatchment 2P: PARKING & BLD 4 ROOF



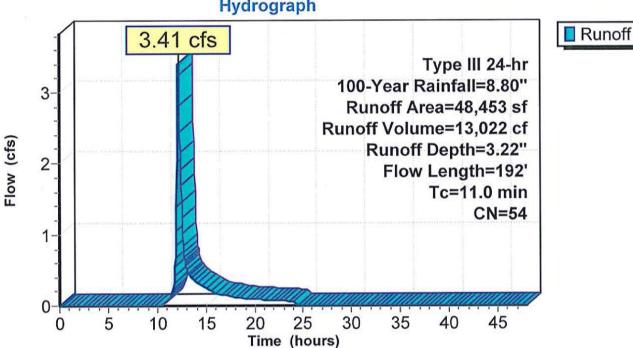
Summary for Subcatchment 6S: TRIB. TO HOPPING BROOK

Runoff	=	3.41 cfs @	12.16 hrs, Volume=	13,022 cf, Depth= 3.22"
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 100-Year Rainfall=8.80"

	A	rea (sf)	CN	Description						
93		14,662	49	50-75% Gra	ass cover, l	Fair, HSG A				
		8,056	30	Woods, Go	loods, Good, HSG A					
		12,496	55	Woods, Good, HSG B						
*		12,239	77	Wetlands						
		1,000	39	>75% Gras	s cover, Go	bod, HSG A				
	48,45354Weighted Average48,453100.00% Pervious Area					a				
	Tc (min)	Length (feet)	Slope (ft/ft	성장 (Capacity (cfs)	Description				
<u>.</u>	10.5	50	0.0100	0.08		Sheet Flow,				
	0.5	142	0.0900	0 4.83		Grass: Dense n= 0.240 P2= 3.40" Shallow Concentrated Flow, Unpaved Kv= 16.1 fps				
2	11.0	192	Total							

Subcatchment 6S: TRIB. TO HOPPING BROOK



Hydrograph

16064 POST-DEVELOPMENT

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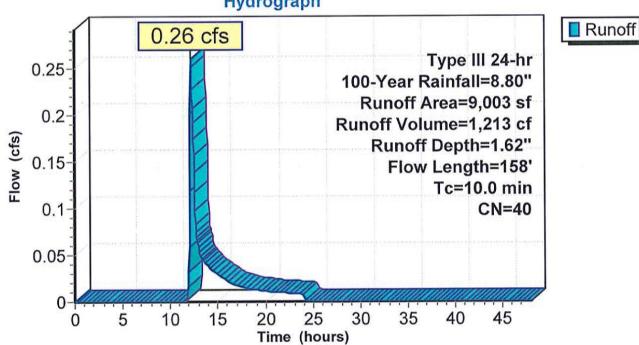
Summary for Subcatchment 7S: TRIB TO #31 WEST ST

Runoff	=	0.26 cfs @	12.17 hrs,	Volume=	1,213 cf, Depth= 1	1.62"	
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Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Type III 24-hr 100-Year Rainfall=8.80"

	A	rea (sf)	CN [Description							
		5,362	39 >	>75% Grass cover, Good, HSG A							
		188	72 D	Dirt roads, HSG A							
		2,612	30 V	Woods, Good, HSG A							
		456	55 Woods, Good, HSG B								
*		385	77 V	Vetlands	2-						
		9,003	40 V	Veighted A	verage						
		9,003 100.00% Pervious Area				a					
	Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description					
-	5.5	50	0.0500	0.15		Sheet Flow,					
						Grass: Dense n= 0.240 P2= 3.40"					
	0.6	108	0.0370	3.10		Shallow Concentrated Flow,					
						Unpaved Kv= 16.1 fps					
	3.9					Direct Entry,					
	10.0	158	Total								

Subcatchment 7S: TRIB TO #31 WEST ST



Hydrograph

Summary for Pond 4P: LARGE INFILTRATION SYSTEM

Page 41

Inflow Area	a =	60,825 sf,	77.24% Impervious,	Inflow Depth = 6.87" for 100-Year event
Inflow	=	9.36 cfs @	12.14 hrs, Volume=	34,801 cf
Outflow	=	0.52 cfs @	14.62 hrs, Volume=	34,801 cf, Atten= 94%, Lag= 149.2 min
Discarded	=	0.52 cfs @	14.62 hrs, Volume=	34,801 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Peak Elev= 205.84' @ 14.62 hrs Surf.Area= 7,849 sf Storage= 17,432 cf

Plug-Flow detention time= 322.8 min calculated for 34,764 cf (100% of inflow) Center-of-Mass det. time= 322.8 min (1,116.3 - 793.5)

Volume	Invert	Avail.Storage	Storage Description
#1A	202.50'	6,485 cf	49.83'W x 157.50'L x 3.54'H Field A
#2A	203.00'	11,586 cf	27,798 cf Overall - 11,586 cf Embedded = 16,211 cf x 40.0% Voids Cultec R-330XLHD x 220 Inside #1
11 2 - 1	200.00	11,000 01	Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf
			Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap
			Row Length Adjustment= +1.50' x 7.45 sf x 10 rows
		18,071 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices	
#1	Discarded	202.50'	2.410 in/hr Exfiltration over Wetted area	
Discard		Max=0.52 of	e @ 14.62 hrs HW=205.84' (Free Discharge)	

Discarded OutFlow Max=0.52 cfs @ 14.62 hrs HW=205.84' (Free Discharge) **1=Exfiltration** (Exfiltration Controls 0.52 cfs)

Pond 4P: LARGE INFILTRATION SYSTEM - Chamber Wizard Field A

Chamber Model = Cultec R-330XLHD (Cultec Recharger® 330XLHD)

Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= $+1.50' \times 7.45$ sf x 10 rows

52.0" Wide + 6.0" Spacing = 58.0" C-C Row Spacing

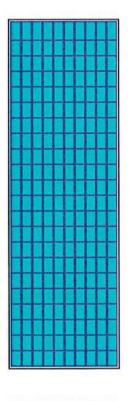
22 Chambers/Row x 7.00' Long +1.50' Row Adjustment = 155.50' Row Length +12.0" End Stone x 2 = 157.50' Base Length 10 Rows x 52.0" Wide + 6.0" Spacing x 9 + 12.0" Side Stone x 2 = 49.83' Base Width 6.0" Base + 30.5" Chamber Height + 6.0" Cover = 3.54' Field Height

220 Chambers x 52.2 cf +1.50' Row Adjustment x 7.45 sf x 10 Rows = 11,586.3 cf Chamber Storage

27,797.7 cf Field - 11,586.3 cf Chambers = 16,211.4 cf Stone x 40.0% Voids = 6,484.5 cf Stone Storage

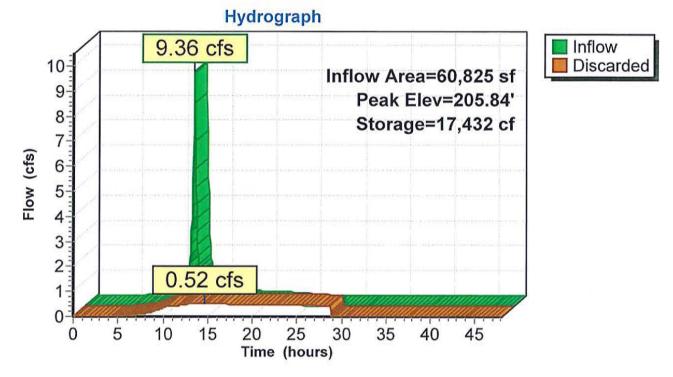
Chamber Storage + Stone Storage = 18,070.8 cf = 0.415 af Overall Storage Efficiency = 65.0% Overall System Size = 157.50' x 49.83' x 3.54'

220 Chambers 1,029.5 cy Field 600.4 cy Stone



00000000000

Pond 4P: LARGE INFILTRATION SYSTEM



Summary for Pond 5P: ROOF INFILTRATION SYSTEM

Inflow Area =		8,622 sf,100.00% Impervious,	Inflow Depth = 8.56" for 100-Year event
Inflow	=	1.48 cfs @ 12.14 hrs, Volume=	6,150 cf
Outflow	=	0.10 cfs @ 13.89 hrs, Volume=	6,150 cf, Atten= 93%, Lag= 105.1 min
Discarded	=	0.10 cfs @ 13.89 hrs, Volume=	6,150 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs Peak Elev= 205.83' @ 13.89 hrs Surf.Area= 1,265 sf Storage= 2,743 cf

Plug-Flow detention time= 249.3 min calculated for 6,144 cf (100% of inflow) Center-of-Mass det. time= 249.3 min (993.0 - 743.8)

Volume	Invert	Avail.Storage	Storage Description
#1A	202.50'	1,089 cf	40.17'W x 31.50'L x 3.54'H Field A 4,481 cf Overall - 1,758 cf Embedded = 2,723 cf x 40.0% Voids
#2A	203.00'	1,758 cf	Cultec R-330XLHD x 32 Inside #1 Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= +1.50' x 7.45 sf x 8 rows
N		2,847 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices	
#1	Discarded	202.50'	2.410 in/hr Exfiltration over Wetted area	
Discard	ed OutFlow	Max=0.10 cfs	s @ 13.89 hrs HW=205.83' (Free Discharge)	

1=Exfiltration (Exfiltration Controls 0.10 cfs)

Pond 5P: ROOF INFILTRATION SYSTEM - Chamber Wizard Field A

Chamber Model = Cultec R-330XLHD (Cultec Recharger® 330XLHD)

Effective Size= 47.8"W x 30.0"H => 7.45 sf x 7.00'L = 52.2 cf Overall Size= 52.0"W x 30.5"H x 8.50'L with 1.50' Overlap Row Length Adjustment= $+1.50' \times 7.45$ sf x 8 rows

52.0" Wide + 6.0" Spacing = 58.0" C-C Row Spacing

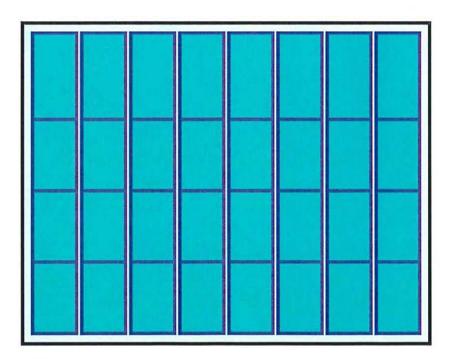
4 Chambers/Row x 7.00' Long +1.50' Row Adjustment = 29.50' Row Length +12.0" End Stone x 2 = 31.50' Base Length 8 Rows x 52.0" Wide + 6.0" Spacing x 7 + 12.0" Side Stone x 2 = 40.17' Base Width 6.0" Base + 30.5" Chamber Height + 6.0" Cover = 3.54' Field Height

32 Chambers x 52.2 cf +1.50' Row Adjustment x 7.45 sf x 8 Rows = 1,758.4 cf Chamber Storage

4,481.1 cf Field - 1,758.4 cf Chambers = 2,722.7 cf Stone x 40.0% Voids = 1,089.1 cf Stone Storage

Chamber Storage + Stone Storage = 2,847.5 cf = 0.065 afOverall Storage Efficiency = 63.5%Overall System Size = $31.50' \times 40.17' \times 3.54'$

32 Chambers 166.0 cy Field 100.8 cy Stone

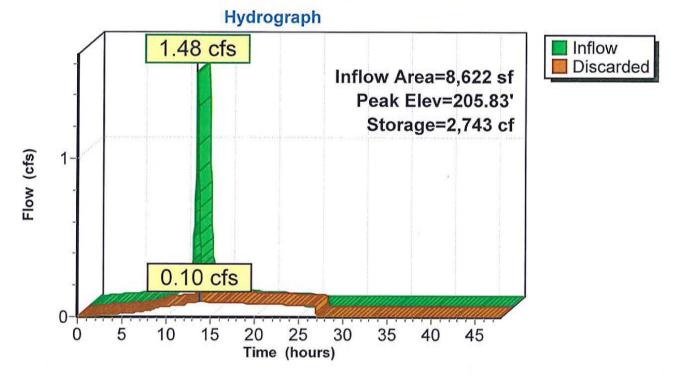




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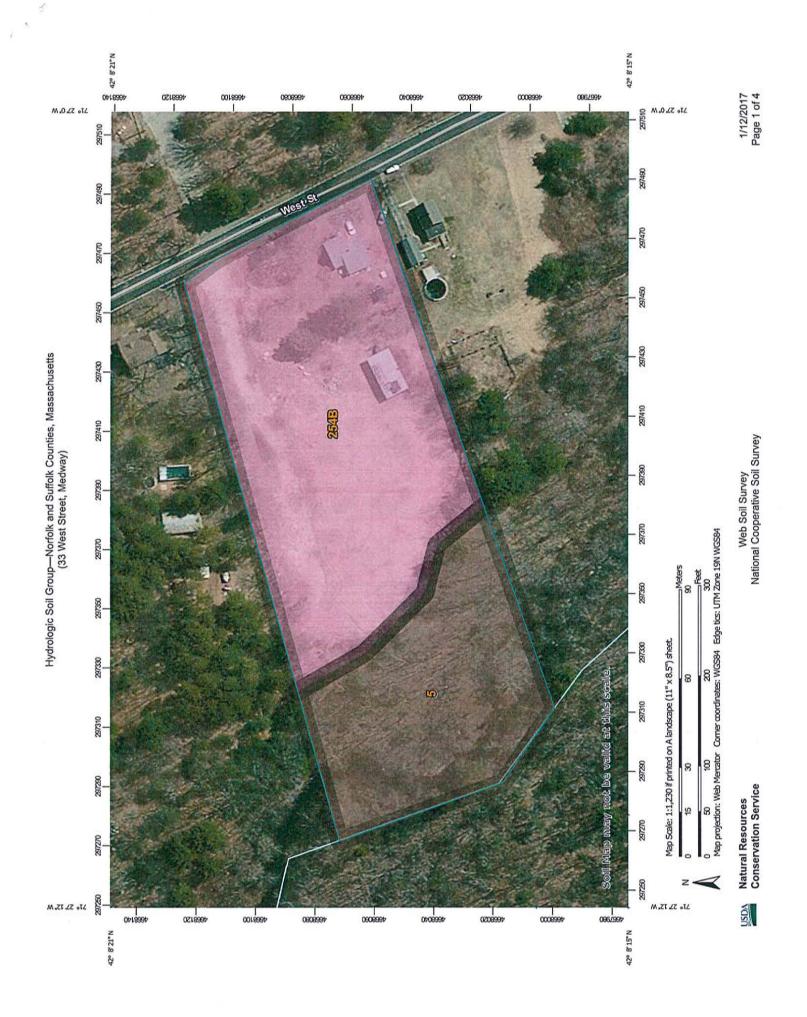
Pond 5P: ROOF INFILTRATION SYSTEM



APPENDIX C

Additional Calculations:

1. Soils Information



Hydrologic Soil Group

V. V. 6.155
34.4%
65.6%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

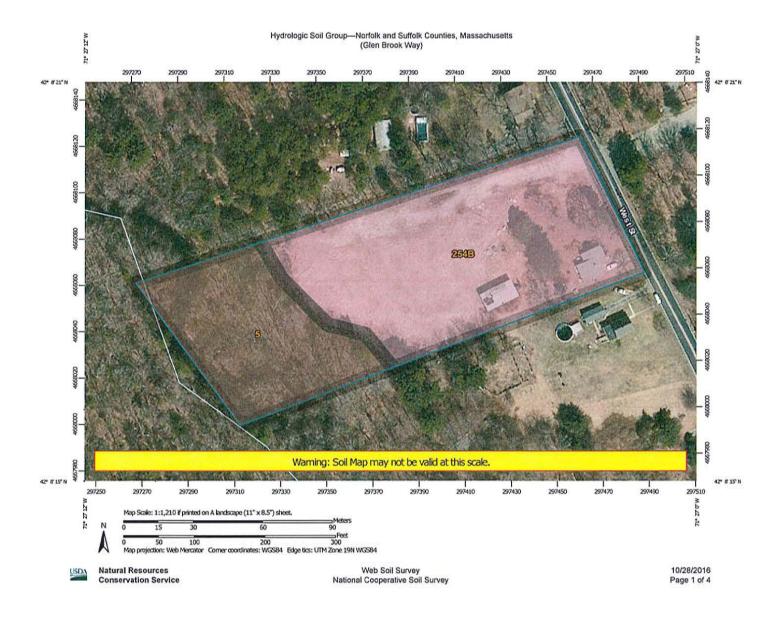
Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

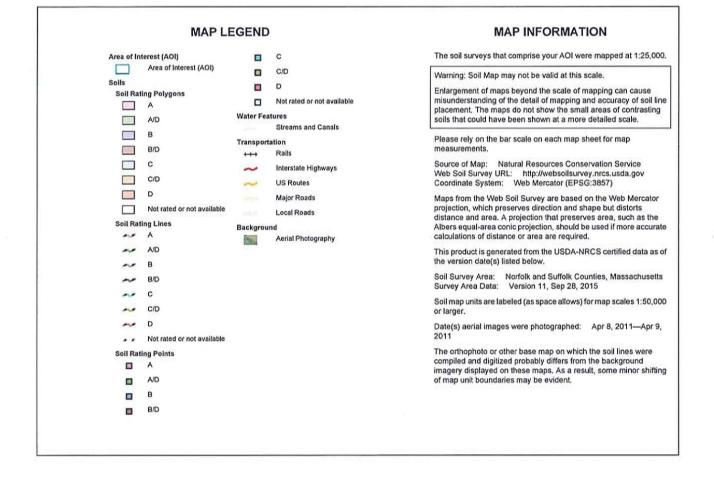
Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.



Hydrologic Soil Group—Norfolk and Suffolk Counties, Massachusetts (Glen Brook Way)



USDA

Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey 10/28/2016 Page 2 of 4

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
5	Saco silt loam, 0 to 3 percent slopes	B/D	1.1	32.5%
254B	Merrimac fine sandy Ioam, 3 to 8 percent slopes	A	2.2	67.5%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition Component Percent Cutoff: None Specified Tie-break Rule: Higher

ON-S	ITE	RE/	IEW
------	-----	-----	------------

	REVIEW		22122		
DEEP HOLE		DATE: 12/1		TIME: 8:00am	n WEATHER: Sunny 45*
SITE ADDR			Lot 1, West Str	eet, Medway MA	D NO - 46.064
		me Builders Inc			B NO.: 16-064
LOCATION	(identity on	Plan): See Attached Pla	an GRO	OUND ELEVATION	AT SURFACE OF HOLE: To be determined
LAND USE:	Reside	ntial SURF	ACE STONES:	Yes: X No:	SLOPE (%): 2-4%
VEGETATIC	N: Gravell	v- Field		LANDFORM:	Kame
DISTANCES	And a second sec	•••••			
OPEN WAT	ER BODY:	300'+ ft PROPERTY	Y LINE: 40'	ft POSSIBLE WE	T AREA: 200 ft DRAINAGEWAY: 300 ft
DRINKING V		ELL: - ft OTHE	ER:		
DEEP OBS		HOLE LOG			
Depth (inches)	Soil Hor./ Layer	Soil Texture (USDA)	Soil Color (Munsell)	Redoximorphic Features	Other (Structure, Consistency,% Gravels, Stones Boulders
0-12"	А	Loamy Sand (LS)	10yr3/3		Friable Roots (FR)
12"-22"	в	Loamy Sand (LS)	10yr5/8	-	Friable Roots (FR)
32"-84"	C1	Sand (S)	10yr5/4	64"	Med-Coarse Sand, Gravel 10% Stone
84"-96"	C2	Sand (S)	10yr5/3	Ox. 10yr5/8	Very Fine to Fine Sand, Ledge 96"
				Depl. 10yr6/2	
				Damp 84"+	
• • •				822	
PARENT M	ATERIAL:	Loamy Glacio Depostits(LGD)	Unsuitable Material	Present? Yes: X No: If Yes
Disturb	ed Soil:		mpervious Laye	er(s): We	eathered/Fractured Rock: Bedrock: X
GROUNDW	ATER OBS	ERVED: Yes: X	No:	If Yes: What is the	e depth of Groundwater:
Standing i	in Hole:	Weeping from	n Face:	Saturating t	he Face: 84" Mottling: 64"
		asonal High Ground Wat	er: <u>64</u> "		
PERCOL	ATION TE	EST			
Percolation I	Hole #:			Percolation Hol	e #:
Test Date:				Test Date:	
Depth of Per	rc:	<u></u>		Depth of Perc:	
Start of Pres	oak:			Start of Presoa	k:
End of Press	oak:			End of Presoak	
Time @ 12":				Time @ 12":	· · · · · · · · · · · · · · · · · · ·
Time @ 9":				_ Time @ 9":	
Time Elapse				- Time Elapse:(1	2"-9")
Time AT 6":				Time AT 6":	· · · · · · · · · · · · · · · · · · ·
Time Elapse	: (9"-6"):	<u></u>		_ Time Elapse: (9	
Rate: (min/ir				Rate: (min/in.):	
Test Passed		4.		Test Passed/ F Add. Testing R	
Discon/ Add	. Test Ked t			Add. Testing R	ey u.
Performed B Comments:		s A Pozerski Witness ge Test Pits TH 16-01-05	sed By: <u>N/A</u>		Mach./Oper.: Trufant

An indication that the "site passed" indicates only that the basic criteria for a soil evaluation and percolation test under Title 5 have been met in the area tested. Further soil evaluations and design work are necessary to determine whether a septic system for a particular use, meeting the requirements of Title5 and applicable local bylaws, will in fact be feasible on this site.

ON-SIT	ER	EVI	EW
	_		

ON-SITE		15 0 2011 - 10 10					
DEEP HOLI		DATE: 12/1			WEATHER: Sunny 45*		
SITE ADDR		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Lot 1, West Str	reet, Medway MA	D NO . 40 004		
States States Process	and the second se	me Builders Inc			B NO.: 16-064		
LOCATION	(identity on	Plan): See Attached Pla	GR GR	OUND ELEVATION A	AT SURFACE OF HOLE: To be determined		
LAND USE:	Reside	ntial SURF	ACE STONES	: Yes: X No:	SLOPE (%): 2-4%		
VEGETATIC DISTANCES		y-Field			Kame		
OPEN WAT	ER BODY:				T AREA: <u>145'</u> ft DRAINAGEWAY: <u>300'</u> ft		
DRINKING V		ELL: <u> </u>	IR:				
DEEP OBS							
Depth (inches)	Soil Hor./ Layer	Soil Texture (USDA)	Soil Color (Munsell)	Redoximorphic Features	Other (Structure, Consistency,% Gravels, Stones, Boulders		
0-32"		Clean Fill			Fine to Coarse Sand and Gravel		
32"-42"	A	Loamy Sand (LS)	10yr3/3		Friable Roots		
42"-60"	в	Loamy Sand (LS)	10yr5/8		Friable Roots		
60"-72"	C1	Sand	10yr5/4	60"	M-C Sand, Gravel 10% Stones		
72"-96"	C2	Sand	10yr 5/3	Oxid. 10yr5/8 Depl. 10yr6/2 Damp 72"+	Slightly Firm, Very Fine- Fine Sand Ledge 96"		
PARENT M	ATERIAL:	Loamy Glacio Deposits (L	.GD)	Unsuitable Material	Present? Yes: X No: If Yes:		
Disturb	ed Soil:	Fill Mat'l: X Ir	npervious Laye	er(s): We	eathered/Fractured Rock: Bedrock: X		
GROUNDW	ATER OBSI	ERVED: Yes: X	No:	If Yes: What is the	depth of Groundwater:		
Standing	in Hole:	Weeping from	n Face:	Saturating th	ne Face: 72"+ Mottling: 60"		
		asonal High Ground Wat	er: <u>60</u> '	•			
PERCOL	ATION TE	ST					
Percolation	Hole #:			Percolation Hole	e#:		
Test Date:				Test Date:			
Depth of Per		v		_ Depth of Perc:	······································		
Start of Pres				_ Start of Presoak			
End of Prese				End of Presoak:			
Time @ 12":				_ Time @ 12":			
Time @ 9":				_ Time @ 9":			
and the second s	Time Elapse:(12"-9")						
Time AT 6":				Time AT 6":			
Time Elapse	e: (9"-6"):	······		_ Time Elapse: (9	"-6"):		
Rate: (min/ir	Contraction of the second second second			_ Rate: (min/in.):			
Test Passed Discon/ Add		1:		Test Passed/ Fa Add. Testing Re			
Performed E Comments:	By: Thomas	s A Pozerski Witness	sed By: <u>N/A</u>	N	Mach./Oper.: Trufant		

An indication that the "site passed" indicates only that the basic criteria for a soil evaluation and percolation test under Title 5 have been met in the area tested. Further soil evaluations and design work are necessary to determine whether a septic system for a particular use, meeting the requirements of Title5 and applicable local bylaws, will in fact be feasible on this site.

DN-SITE REVIEW	
-----------------------	--

ON-SITE REV		01212 (121				2229
DEEP HOLE #: 1		DATE: 12/1			m WEATHER: Sunny	/ 50*
SITE ADDRESS			ot 26, West Stre	eet, Medway MA		
OWNER: Sum		CONTRACTOR OF CONTRACTOR OF CONTRACTOR	0.00		B NO.: 16-064	
LOCATION (Iden	itify on P	lan): See Attached Pla	an GRC	DUND ELEVATION	AT SURFACE OF HOLI	E: To be determined
LAND USE: F	Residen	tial SURF	ACE STONES:	Yes: X No:		SLOPE (%): 2-4%
VEGETATION: C	OM:		Y LINE: 20'	LANDFORM:	Kame	DRAINAGEWAY: 280 ft
DRINKING WATE	ER WEL	L: - ft OTH				
	l Hor./ ayer	Soil Texture (USDA)	Soil Color (Munsell)	Redoximorphic Features	a second the second second second second second second	nsistency,% Gravels, Stones, Boulders
0-60"		Fill				_
60"-96"	с	Loamy Sand (LS)	10yr6/4	60"	Fine to Med Sand with Boulder at 96".	Silt, 10% Stones, Large
				Oxid. 10yr6/8		
				Depl. 10yr 6/4	_	
				Damp 74"+		
PARENT MATER	RIAL:	Loamy Glacio Depostits(LGD)	Unsuitable Material	Present? Ye	s: X No: If Yes:
Disturbed So	oil:	Fill Mat'l:	mpervious Layer	r(s): 🚺 🛛 We	athered/Fractured Roc	k: Bedrock:
GROUNDWATER	ROBSE	RVED: Yes: X	No:	If Yes: What is the	depth of Groundwater:	
Standing in Ho	le:	Weeping from	n Face:	Saturating th	ne Face: 74"	Mottling: 60"
	to Sea	sonal High Ground Wat				
Percolation Hole	#:			Percolation Hol	e #:	
Test Date:				Test Date:		
Depth of Perc:				Depth of Perc:		
Start of Presoak:				Start of Presoal	<:	
End of Presoak:				End of Presoak		
Time @ 12":			· · · · · · · · · · · · · · · · · · ·	Time @ 12":		
Time @ 9":				Time @ 9":		
Time Elapse:(12"	'-9'')			Time Elapse:(1:	2"-9")	
Time AT 6":				Time AT 6":		
Time Elapse: (9"-	-6"):			Time Elapse: (9)"-6"):	
Rate: (min/in.):				Rate: (min/in.):		
Test Passed/ Fail Discon/ Add. Tes				Test Passed/ Face Add. Testing Re		
Performed By: 1 Comments: _	Thomas	A Pozerski Witnes	sed By: <u>N/A</u>		Mach./Oper.: Trufant	

An indication that the "site passed" indicates only that the basic criteria for a soil evaluation and percolation test under Title 5 have been met in the area tested. Further soil evaluations and design work are necessary to determine whether a septic system for a particular use, meeting the requirements of Title5 and applicable local bylaws, will in fact be feasible on this site.

0	١	1-	s	IT	Е	R	E	VI	E	W	

ON-SITE DEEP HOLI		DATE: 12/1	/16	TIME: 11:00a	m WEATHER: Sunny 51*
SITE ADDR	ESS or MAR	P/LOT #: Map 65, L	ot 26, West Str	eet, Medway MA	
OWNER:	Summit Hor	me Builders Inc			B NO.: 16-064
LOCATION	(Identify on	Plan): See Attached Pla	in GR	OUND ELEVATION	AT SURFACE OF HOLE: To be determined
LAND USE:	Resider	ntial SURF	ACE STONES:	Yes: X No:	SLOPE (%): 2-4%
VEGETATIC	the second second second second second second			LANDFORM:	Kame
OPEN WAT	ER BODY:	300 ft PROPERTY	/ LINE: 30	ft POSSIBLE WE	T AREA: 185 ft DRAINAGEWAY: 300 ft
DRINKING \		LL: <u> </u>	IR:		
DEEP OBSI		HOLE LOG			
Depth (inches)	Soil Hor./ Layer	Soil Texture (USDA)	Soil Color (Munsell)	Redoximorphic Features	Other (Structure, Consistency,% Gravels, Stones, Boulders
0-24"		Fill			Clean Fill M-C Sand and Gravel
24"-132"	с	Sand	10yr6/4	72" Faint	Fine-Coarse Sand and Gravel
				Ox. 10yr5/8	5
				Depl. 10yr 6/4	
the state of the state of the	Tota ere man	n and a part and the	UMANEN.	New and and and at the set	
PARENT M		Loamy Glacio Depostits(and a difference of the second second	Unsuitable Material	
	ed Soil:		npervious Laye	and the second second	eathered/Fractured Rock: Bedrock:
GROUNDW			No:		edepth of Groundwater:
	in Hole:				he Face: 74" Mottling: 72"
PERCOL		asonal High Ground Wate	er: <u>72</u> "		· · · · · · · · · · · · · · · · · · ·
Percolation I	Hole #:			Percolation Hole	e #:
Test Date:				Test Date:	
Depth of Per	rc:			Depth of Perc:	
Start of Pres	oak:			Start of Presoal	k:
End of Prese	oak:			End of Presoak	
Time @ 12":			_	Time @ 12":	
Time @ 9":		· · · · · · · · · · · · · · · · · · ·		Time @ 9":	/
Time Elapse	e:(12"-9")			Time Elapse:(1)	2"-9")
Time AT 6":		1		Time AT 6":	
Time Elapse	e: (9"-6"):			Time Elapse: (9	9"-6"):
Rate: (min/ir		2000 - 100 -		Rate: (min/in.):	
Test Passed Discon/ Add		8		Test Passed/ Fa Add. Testing Re	
Performed B Comments:	By: Thomas	s A Pozerski Witness	sed By: <u>N/A</u>	· · · · · ·	Mach./Oper.: Trufant

An indication that the "site passed" indicates only that the basic criteria for a soil evaluation and percolation test under Title 5 have been met in the area tested. Further soil evaluations and design work are necessary to determine whether a septic system for a particular use, meeting the requirements of Title5 and applicable local bylaws, will in fact be feasible on this site.

	ON-S	ITE	REV	EW
--	------	-----	-----	----

	REVIEW	DATE 404	110	TIME: 40:00-		
DEEP HOL	E #: 16-05	DATE: 12/1		eet, Medway MA	m WEATHER: Sunny 51*	
		me Builders Inc	ot 25, West Sti	the second s	B NO.: 16-064	
	(Identify on		an GR		AT SURFACE OF HOLE: To b	e determined
LOCATION	(identity on	Flan, Gee Allached Fla		OUND ELEVATION /		de determined
LAND USE:	Reside	ntial SURF	ACE STONES:	Yes: X No.	SLO	PE (%): 2-4%
VEGETATIO	ON: Gravell	y- Field		LANDFORM:	Kame	
DISTANCE	and the second					
OPEN WAT	ER BODY:	350 ft PROPERTY	Y LINE: 55	ft POSSIBLE WE	TAREA: 230 ft DRAIM	AGEWAY: 350 ft
	WATER WE		ER:			
	-	HOLE LOG				
Depth (inches)	Soil Hor./ Layer	Soil Texture (USDA)	Soil Color (Munsell)	Redoximorphic Features	Other (Structure, Consister Boulde	
0-42"		Fill				
42"-72"	C1	Loamy Sand	10yr6/4	72"	Fine-Coarse Sand, Gravel an	d 10% Stones
72"-108"	C2	Sand	10yr 5/4	Ox. 10yr5/8	Fine Sand, Ledge 108"	
				Depl. 10yr 6/2		
						N
PARENT M		Loamy Glacio Depostits(npervious Laye	Unsuitable Material	Present? Yes: X eathered/Fractured Rock:	No: If Yes: Bedrock: X
	ed Soil:	Constant of the second s	10001	and they make a	an an ann an	Bedrock.
	ATER OBS		No:		e depth of Groundwater:	
	in Hole:	Weeping from			he Face: N	lottling: 72"
	Depth to Se ATION TI	asonal High Ground Wat	er: <u>72</u> "			
Percolation		-51		Percolation Hol	e#	
Test Date:	noie #.	·		- Test Date:		
Depth of Pe	rc:			Depth of Perc:		
Start of Pres				- Start of Presoa	k:	
End of Pres				- End of Presoak		
Time @ 12"				- Time @ 12":		
Time @ 9":				- Time @ 9":		
Time Elapse	e:(12"-9")			- Time Elapse:(1	2"-9")	
Time AT 6":	18 - 186 1			Time AT 6":		
Time Elapse				Time Elapse: (9	9"-6"):	
Rate: (min/i	n.):			Rate: (min/in.):		
Test Passe Discon/ Add	d/ Failed/ I. Test Req'o	d:		Test Passed/ F Add. Testing R		
Performed I Comments:		s A Pozerski Witnes	sed By: N/A		Mach./Oper.: Trufant	

An indication that the "site passed" indicates only that the basic criteria for a soil evaluation and percolation test under Title 5 have been met in the area tested. Further soil evaluations and design work are necessary to determine whether a septic system for a particular use, meeting the requirements of Title5 and applicable local bylaws, will in fact be feasible on this site.

APPENDIX D

Existing and Proposed Watersheds Plan (Insert)

42

Glen Brook Way

EXHIBIT A – WAIVER LIST – APPROVAL DECISION

The applicant provides the following information to assist the permit granting authority in analyzing the project and assessing the likely impact on the community as defined in 760 CMR 56. The project meets the intent of each and every by-law, rule, and regulation in terms of interests sought to be protected thereunder. The applicant provides the following waiver language to allow the permit granting authority to easily adopt or modify as it deems appropriate.

The Board of Appeals authorizes the following waivers from the requirements of the Medway Zoning Bylaw and other local by-laws, rules, and regulations listed in this Exhibit A if and only if the Comprehensive Permit for the Project containing the Conditions identified in the attached Comprehensive Permit Application is finally issued and only to the extent necessary and sufficient to construct, occupy, and maintain the project in accordance with the Comprehensive Permit, the Conditions, and Plans and Specifications listed in the Conditions, and the Plans and specifications. Once the project has been fully constructed and certificates of occupancy have been issued, these Waivers, the Comprehensive Permit and the Conditions shall not authorize any further waiver of the Medway Zoning Bylaws or other local bylaws, rules, or regulations; any proposed further modification of the project or any unit within the project thereafter must conform to the Medway Zoning Bylaw and other local bylaws, rules, subject to the regulations concerning modifications of comprehensive permits found at 760 CMR 56.05(11).

ZONING BYLAWS OF THE TOWN OF MEDWAY (updated through the annual spring town meeting of May 2016)

In supplementation of the general information contained on page 1 of Exhibit A, the applicant believes the following waivers are required for issuance of the Comprehensive Permit and therefore requests the permit granting authority issue waivers relative to the following requirements:

Section Number	Title	Requirement, Waiver Requested
Section 5.4	SCHEDULE OF USES	The proposed Project includes multi-family structures which is not allowed as a matter of right within all zoning districts and only allowed by special permit by the Planning and Economic Development Board in the Town of Medway. Waiver requested from the use regulations to allow multi-family dwellings.
Section 5.6.4 (E)(6)	NUMBER OF DWELLINGS	The applicant requests the ZBA to waive the limitation that any multifamily development shall not exceed forty dwellings.
Section 5.6.4 (C)(3)	HEIGHT RESTRICTIONS	The proposed Project exceeds two and one half (2-1/2) stories in height, located in AR-II zoning district. Waiver requested from height regulation to allow a structure three (3) stories.
Section 5.6.4 (C)(1), also see Section 6.1	LOT SHAPE; FONT SET-BACK	The zoning by-laws sets a minimum front set back of 25 feet. The proposed project has a front setback of 5 feet. The Applicant requests a waiver of the front set back requirement.
Section 5.6.4 (D) and Section 5.6.4 (D)(3)	DENSITY	The proposed Project has a density of about 20 units per acre, the by- laws require the density of a multifamily dwelling not exceed twelve dwelling units per acre, unless granted by the Planning and Economic Development Board.
Section 3.5.3	SITE PLAN APPROVAL	The applicant requests the ZBA waive the Site Plan Approval requirement.
Section 5.6.4 (E)(3)	PARKING	The proposed project provides 72 parking spaces. The applicant requests the ZBA waive the requirement to provide one and one half spaces for each dwelling plus one additional visitor parking space for every two dwellings (96 parking spaces).

MEDWAY WATER/SEWER DEPARTMENT RULES AND REGULATIONS

In supplementation of the general information contained on page 1 of Exhibit A, the applicant believes the following waivers are required for issuance of the Comprehensive Permit and therefore requests the permit granting authority issue waivers relative to the following requirements:

Section Number	Title	Requirement, Waiver Requested
ARTICLE II	APPLICATION FOR SERVICE	Applicant seeks a waiver from this section as the Zoning Board of Appeals is provided with the authority to issue all local approvals.

MEDWAY BY-LAWS

In supplementation of the general information contained on page 1 of Exhibit A, the applicant believes the following waivers are required for issuance of the Comprehensive Permit and therefore requests the permit granting authority issue waivers relative to the following requirements:

Section Number	Title	Requirement, Waiver Requested
Article XXVI	STORMWATER MANAGEMENT BY-LAW	Applicant seeks a waiver from this Section. The Project does meet the intent of the Stormwater Management By-Law.

RULES AND REGULATIONS OF THE TOWN OF MEDWAY CONSERVATION COMMISSION

In supplementation of the general information contained on page 1 of Exhibit A, the applicant believes the following waivers are required for issuance of the Comprehensive Permit and therefore requests the permit granting authority issue waivers relative to the following requirements:

Section Number	Title	Requirement, Waiver Requested
SECTION 1, Also See ARTICLE XXI, Section 21.10 of the General By-Laws	GENERAL WETLANDS PROTECTION	Applicant seeks a waiver from this section as the Zoning Board of Appeals is provided with the authority to issue all local approvals.

Building 1		Gross	Totals	Units	Interior Common	Ext+ Walls	Totals (Check Nu
	1st Floor	2686		2071	318	297		
	2nd Floor 3rd Floor	2860 2310		2024 1995	434 0	402 315		
	310 FI001	2310	7856	6090	752	1014		7856
			1000	0000	152	1014		1000
Building 2								
5	Gross							
	1st Floor	2686		2071	318	297		
	2nd Floor	2860		2024	434	402		
	3rd Floor	2310		1995	0	315		
			7856	6090	752	1014		7856
Building 3	0							
	Gross	2696		2074	240	207		
	1st Floor 2nd Floor	2686 2860		2071 2024	318 434	297 402		
	3rd Floor	2310		1995	434	315		
		2010	7856	6090	752	1014		7856
			1000		102			1000
Building 4								
Ū	Gross							
	1st Floor	2686		2071	318	297		
	2nd Floor	2860		2024	434	402		
	3rd Floor	2310		1995	0	315		
			7856	6090	752	1014		7856
Building 5	1 of Elecr	4240		2459	469	24.4		
	1st Floor 2nd Floor	4240 3456		3458 2678	468 322	314 456		
	3rd Floor	3642		3408	0	234		
	510 1 1001	3042	11338	9544	790	1004		11338
			11000	0011	100			11000
Building 6								
5	1st Floor	3540		2885	390	265		
	2nd Floor	2798		2151	322	325		
	3rd Floor	2990		2840		150		
			9328	7876	712	740		9328
	Total	Gross SF	52090	41780	4510	5800	52090	52090
	Total	G1033 3F	52090	41760	4010	0000	52090	52090

Building 1		Gross	Totals	Units	Interior	Ext+ Walls
	1st Floor 2nd Floor 3rd Floor	2909		2161	539	
	310 F1001		2909			
Building 2	Gross 1st Floor 2nd Floor 3rd Floor		0			
Building 3	Gross 1st Floor 2nd Floor 3rd Floor		0			
Building 4						
	Gross 1st Floor 2nd Floor 3rd Floor					
			0			
Building 5	1st Floor	4240		3458	468	314
	2nd Floor 3rd Floor	3456 3642		2678 3408	408 322 0	456
			11338	9544	790	1004
Building 6	1st Floor 2nd Floor 3rd Floor	3540 2798 2990	9328	2885 2151 2840 7876	390 322 0 712	150
	Total	Gross SF	23575	17420	1502	1744

Totals Check Number

	1 E	BR	2 E	BR	3 B	r		
	Sq.Ft	Units	Sq.Ft	Units	Sq.Ft	Units		Notes
Building Type A								
(Buildings 1,2,3)								3 Identical Buildings
Unit 1			821	3				
Unit 2	649	3						
Unit 3	683	3						
Unit 4			1032	3				
Unit 5			932	3				
Unit 6					951	3		
Unit 7					1008	3		
						Ū		
Total		3996		8355		3024	15375	
Building Type B								
(Building 4)								
Unit 1			821	1				Accessible
Unit 2	649	1						Accessible
Management Office	683							
Unit 4			924	1				
Unit 5			932	1				
Unit 6			002		1165	1		
Unit 7					1007	1		
					1007	'		
	1332		2677		2172		6181	
Building Type C1	1002		2011		2112		0101	
(Building 5)								
Unit 1	580	1						
Unit 2	000				1120	1		Accessible
Unit 3	580	1			1120			
Unit 4	580	1						
Unit 5	580	1						
Unit 6	500	'	910	1				
Unit 7			910	1				
Unit 8			910	1				
Unit 9			910	1				
Unit 10			910	I	1120	1		
Unit 11			910	1	1120	1		
Total	2320		4550	1	2240		9110	
Building Type C2	2320		4550		2240		9110	
(Building 6)	500	1						
Unit 1	580	1						
Unit 2	580	1						
Unit 3	580	1						
Unit 4	580	1						
Unit 5	580	1	040					
Unit 6			910	1				
Unit 7			910	1				
Unit 8			910	1				
Unit 9			910	1	4400			
Unit 10					1120	1		
Total		4012		8376		3035	15423	
Total Unit Area							46,089	
Common Area							9,218	
Total Area							55,307	
5% Accessible 2A		200.6		418.8		151.8		771.15

33 West Street	22855
Lot 1 Lot 26 Lot 25	22808 70751 21501
	137915



February 16, 2017

Jennifer Van Campen, Executive Director Metro West Collaborative Development 79-B Chapel Street Newton, MA 02458

RE: Vehicle Trip Generation Estimates - Multi Family 40B Project 33 West Street Medway, Massachusetts

Dear Jennifer,

As requested our office has prepared the following Vehicle Trip Generation Estimates for the Proposed 48 Unit Multi Family 40B Project on West Street. These estimates were prepared using information from the Institute of Transportation Engineers (ITE) Trip Generation Manual 9th Edition which addresses the total anticipated number of vehicles entering and leaving the site.

Weekday Daily Total	280 Vehicle Trips
Entering	140
Exiting	140
Weekday Morning Peak Hour	22 Vehicle Trips
Entering	4
Exiting	18
Weekday Evening Peak Hour	26 Vehicle Trips
Entering	18
Exiting	8

Should you have any questions or need additional information please do not hesitate to contact our office.

Very truly yours,

MERRILL ENGINEERS AND LAND SURVEYORS

Peter G. Palmieri, P.E. Director of Engineering

H:\16-064\Documents\16064 Trip Generation Estimate, 2-16-17.docx



November 9, 2016

Mr. Thomas Holder, Director Department of Public Services Town of Medway 155 Village Street Medway, MA

RE: Sanitary Sewage Flows and Water Consumption Multi Family 40B Project Glenn Brook Way & West Street Medway, Massachusetts

Dear Mr. Holder,

We are working with Jennifer Van Campen of MetroWest Collaborative on a project on Glen Brook Way and West Street in Medway. The project is a multi-family 40B project which I discussed with you several months ago. Recently, additional property has been added to the project which now consists of 6 buildings with a total of 97 bedrooms.

It is our understanding that the Department of Public Services has requested sanitary sewage flow rates and water consumption rates for this project. The following information was based upon flow rates specified in The State Environmental Code, Title 5.

- Sanitary Sewage Flow 10,670 gallons per day
- Water Consumption 13,400 gallons per day

I hope this information is sufficient. If you could advise this office as to the application requirements to tie into the existing sanitary sewer and watermain on West Street it would be greatly appreciated.

Should you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

MERRILL ENGINEERS AND LAND SURVEYORS

Peter G. Palmieri, P.E. Director of Engineering

Cc: Metro West Calloborative

H:\16-064\Documents\DPW Water and Sanitary Sewage Flows, 11/09/16.docx

		December 5, 2014	· · · · · ·	
	2010 Census Year	Total		
	Round Housing	Development		
Community	Units	Units	SHI Units	%
Abington	6,364	511	478	7.5%
Acton	8,475	1,107	551	6.5%
Acushnet	4,097	133	103	2.5%
Adams	4,337	321	321	7.4%
Agawam	12,090	499	467	3.9%
Alford	231	0	0	0.0%
Amesbury	7,041	869	505	7.2%
Amherst	9,621	1,081	1,034	10.7%
Andover	12,324	1,428	1,145	9.3%
Aquinnah	158	41	41	25.9%
Arlington	19,881	1,429	1,121	5.6%
Ashburnham	2,272	147	32	1.4%
Ashby	1,150	0	0	0.0%
Ashfield	793	2	2	0.3%
Ashland	6,581	346	241	3.7%
Athol	5,148	247	247	4.8%
Attleboro	17,978	1,177	1,177	6.5%
Auburn	6,808	242	242	3.6%
Avon	1,763	74	74	4.2%
Ayer	3,440	456	290	8.4%
Barnstable	20,550	1,832	1,373	6.7%
Barre	2,164	83	83	3.8%
Becket	838	0	0	0.0%
Bedford	5,322	1,087	902	16.9%
Belchertown	5,771	398	372	6.4%
Bellingham	6,341	702	537	8.5%
Belmont	10,117	392	380	3.8%
Berkley	2,169	139	24	1.1%
Berlin	1,183	222	65	5.5%
Bernardston	930	24	24	2.6%
Beverly	16,522	2,142	1,946	11.8%
Billerica	14,442	1,487	857	5.9%
Blackstone	3,606	165	123	3.4%
Blandford	516	1	1	0.2%
Bolton	1,729	192	64	3.7%
Boston	269,482	52,453	49,324	18.3%
Bourne	8,584	1,227	596	6.9%
Boxborough	2,062	327	24	1.2%
Boxford	2,730	64	23	0.8%
2111-01-04	_,. 30	• ·		0.075

Department of Housing and Community Development Chapter 40B Subsidized Housing Inventory (SHI) as of December 5, 2014

Boylston	1,765	26	24	1.4%
Braintree	14,260	1,636	1,098	7.7%
Brewster	4,803	293	246	5.1%
Bridgewater	8,288	579	524	6.3%
Brimfield	1,491	80	80	5.4%
Brockton	35,514	4,485	4,485	12.6%
Brookfield	1,452	47	41	2.8%
Brookline	26,201	2,634	2,111	8.1%
Buckland	866	3	3	0.3%
Burlington	9,627	1,395	993	10.3%
Cambridge	46,690	7,174	7,084	15.2%
Canton	8,710	1,180	1,075	12.3%
Carlisle	1,740	52	46	2.6%
Carver	4,514	146	146	3.2%
Charlemont	615	3	3	0.5%
Charlton	4,774	83	83	1.7%
Chatham	3,460	176	170	4.9%
Chelmsford	13,741	1,545	1,169	8.5%
Chelsea	12,592	2,130	2,125	16.9%
Cheshire	1,481	0	0	0.0%
Chester	585	22	22	3.8%
Chesterfield	524	17	17	3.2%
Chicopee	25,074	2,588	2,551	10.2%
Chilmark	418	3	3	0.7%
Clarksburg	706	8	8	1.1%
Clinton	6,375	549	549	8.6%
Cohasset	2,898	325	311	10.7%
Colrain	731	0	0	0.0%
Concord	6,852	766	710	10.4%
Conway	803	0	0	0.0%
Cummington	426	16	16	3.8%
Dalton	2,860	158	158	5.5%
Danvers	11,071	1,472	1,109	10.0%
Dartmouth	11,775	959	929	7.9%
Dedham	10,115	1,152	1,107	10.9%
Deerfield	2,154	33	33	1.5%
Dennis	7,653	349	335	4.4%
Dighton	2,568	417	115	4.5%
Douglas	3,147	183	113	4.3%
-				
Dover	1,950	69	17	0.9%
Dracut	11,318	1,004	719	6.4%
Dudley	4,360	104	104	2.4%
Dunstable	1,085	0	0	0.0%
Duxbury	5,532	441	196	3.5%
East Bridgewater	4,897	230	173	3.5%
East Brookfield	888	0	0	0.0%
East Longmeadow	6,072	504	436	7.2%

Eastham	2,632	59	50	1.9%
Easthampton	7,567	505	449	5.9%
Easton	8,105	629	531	6.6%
Edgartown	1,962	94	89	4.5%
Egremont	596	0	0	0.0%
Erving	778	0	0	0.0%
Essex	1,477	40	40	2.7%
Everett	16,691	1,314	1,314	7.9%
Fairhaven	7,003	473	473	6.8%
Fall River	42,650	4,927	4,831	11.3%
Falmouth	14,870	1,231	963	6.5%
Fitchburg	17,058	1,656	1,655	9.7%
Florida	335	0	0	0.0%
Foxborough	6,853	621	611	8.9%
Framingham	27,443	2,870	2,870	10.5%
Franklin	11,350	1,543	1,078	9.5%
Freetown	3,263	98	80	2.5%
Gardner	9,064	1,297	1,297	14.3%
Georgetown	3,031	354	354	11.7%
Gill	591	24	24	4.1%
Gloucester	13,270	986	951	7.2%
Goshen	440	6	6	1.4%
Gosnold	41	0	0	0.0%
Grafton	7,160	642	325	4.5%
Granby	2,451	66	66	2.7%
Granville	630	3	3	0.5%
Great Barrington	3,072	316	244	7.9%
Greenfield	8,325	1,160	1,143	13.7%
Groton	3,930	378	212	5.4%
Groveland	2,423	137	80	3.3%
Hadley	2,200	285	285	13.0%
Halifax	2,971	28	28	0.9%
Hamilton	2,783	124	84	3.0%
Hampden	1,941	60	60	3.1%
Hancock	326	0	0	0.0%
Hanover	4,832	455	455	9.4%
Hanson	3,572	270	148	4.1%
Hardwick	1,185	22	22	1.9%
Harvard	1,982	279	110	5.5%
Harwich	6,121	333	333	5.4%
Hatfield	1,549	47	47	3.0%
Haverhill	25,557	2,694	2,465	9.6%
Hawley	137	0	0	0.0%
Heath	334	0	0	0.0%
Hingham	8,841	2,161	561	6.3%
Hinsdale	918	0	0	0.0%
Holbrook	4,262	439	439	10.3%

Holden	6,624	507	393	5.9%
Holland	1,051	19	19	1.8%
Holliston	5,077	332	225	4.4%
Holyoke	16,320	3,411	3,368	20.6%
Hopedale	2,278	108	108	4.7%
Hopkinton	5,087	558	439	8.6%
Hubbardston	1,627	49	49	3.0%
Hudson	7,962	1,089	918	11.5%
Hull	4,964	93	93	1.9%
Huntington	919	47	47	5.1%
Ipswich	5,735	520	494	8.6%
Kingston	4,881	356	179	3.7%
Lakeville	3,852	572	256	6.6%
Lancaster	2,544	207	124	4.9%
Lanesborough	1,365	28	28	2.1%
Lawrence	27,092	3,926	3,907	14.4%
Lee	2,702	173	176	6.5%
Leicester	4,231	163	163	3.9%
Lenox	2,473	178	178	7.2%
Leominster	17,805	1,479	1,442	8.1%
Leverett	792	2	2	0.3%
Lexington	11,946	1,510	1,329	11.1%
Leyden	300	0	0	0.0%
Lincoln	2,153	310	238	11.2%
Littleton	3,443	643	431	12.5%
Longmeadow	5,874	267	267	4.5%
Lowell	41,308	5,250	5,215	12.6%
Ludlow	8,337	187	187	2.2%
Lunenburg	4,037	164	164	4.1%
Lynn	35,701	4,452	4,451	12.5%
Lynnfield	4,319	704	491	11.4%
Malden	25,122	2,628	2,562	10.2%
Manchester	2,275	122	110	4.8%
Mansfield	8,725	1,042	946	10.8%
Marblehead	8,528	399	333	3.9%
Marion	2,014	204	155	7.7%
Marlborough	16,347	1,728	1,660	10.2%
Marshfield	9,852	753	550	5.6%
Mashpee	6,473	314	298	4.6%
Mattapoisett	2,626	71	71	2.7%
Maynard	4,430	387	369	8.3%
Medfield	4,220	209	191	4.5%
Medford	23,968	1,685	1,647	6.9%
Medway	4,603	285	233	5.1%
Melrose	11,714	1,209	892	7.6%
Mendon	2,072	77	40	1.9%
Merrimac	2,527	397	141	5.6%

Methuen	18,268	1,938	1,649	9.0%
Middleborough	8,921	928	509	5.7%
Middlefield	230	4	4	1.7%
Middleton	3,011	173	151	5.0%
Milford	11,379	980	718	6.3%
Millbury	5,592	244	221	4.0%
Millis	3,148	184	121	3.8%
Millville	1,157	26	26	2.2%
Milton	9,641	733	477	4.9%
Monroe	64	0	0	0.0%
Monson	3,406	152	152	4.5%
Montague	3,926	423	391	10.0%
Monterey	465	0	0	0.0%
Montgomery	337	0	0	0.0%
Mount Washington	80	0	0	0.0%
Nahant	1,612	48	48	3.0%
Nantucket	4,896	179	121	2.5%
Natick	14,052	1,672	1,442	10.3%
Needham	11,047	969	838	7.6%
New Ashford	104	0	0	0.0%
New Bedford	42,816	5,155	5,124	12.0%
New Braintree	386	0	0	0.0%
New Marlborough	692	0	0	0.0%
New Salem	433	0	0	0.0%
Newbury	2,699	94	94	3.5%
Newburyport	8,015	720	606	7.6%
Newton	32,346	2,515	2,438	7.5%
Norfolk	3,112	144	111	3.6%
North Adams	6,681	886	880	13.2%
North Andover	10,902	1,393	932	8.5%
North Attleborough	11,553	308	296	2.6%
North Brookfield	2,014	142	142	7.1%
North Reading	5,597	645	533	9.5%
Northampton	12,604	1,586	1,521	12.1%
Northborough	5,297	718	605	11.4%
Northbridge	6,144	470	455	7.4%
Northfield	1,290	27	27	2.1%
Norton	6,707	898	588	8.8%
Norwell	3,652	426	271	7.4%
Norwood	12,441	992	980	7.9%
Oak Bluffs	2,138	158	146	6.8%
Oakham	702	0	0	0.0%
Orange	3,461	431	431	12.5%
Orleans	3,290	337	307	9.3%
Otis	763	0	0	0.0%
Oxford	5,520	404	404	7.3%
Palmer	5,495	329	284	5.2%

Paxton	1,590	62	62	3.9%
Peabody	22,135	2,146	2,031	9.2%
Pelham	564	4	4	0.7%
Pembroke	6,477	807	625	9.6%
Pepperell	4,335	197	129	3.0%
Peru	354	0	0	0.0%
Petersham	525	0	0	0.0%
Phillipston	658	11	11	1.7%
Pittsfield	21,031	2,078	1,957	9.3%
Plainfield	283	0	0	0.0%
Plainville	3,459	209	175	5.1%
Plymouth	22,285	840	692	3.1%
Plympton	1,039	63	51	4.9%
Princeton	1,324	21	21	1.6%
Provincetown	2,122	210	169	8.0%
Quincy	42,547	4,077	4,077	9.6%
Randolph	11,980	1,279	1,279	10.7%
Raynham	5,052	604	489	9.7%
Reading	9,584	1,137	742	7.7%
Rehoboth	4,252	95	23	0.5%
Revere	21,956	1,769	1,759	8.0%
Richmond	706	3	3	0.4%
Rochester	1,865	8	8	0.4%
Rockland	7,030	453	407	5.8%
Rockport	3,460	135	135	3.9%
Rowe	177	0	0	0.0%
Rowley	2,226	179	94	4.2%
Royalston	523	3	3	0.6%
Russell	687	13	13	1.9%
Rutland	2,913	81	81	2.8%
Salem	18,998	2,350	2,348	12.4%
Salisbury	3,842	555	342	8.9%
Sandisfield	401	0	0	0.0%
Sandwich	8,183	566	287	3.5%
Saugus	10,754	825	749	7.0%
Savoy	318	0	0	0.0%
Scituate	7,163	355	310	4.3%
Seekonk	5,272	88	84	1.6%
Sharon	6,413	472	472	7.4%
Sheffield	1,507	30	30	2.0%
Shelburne	893	51	51	5.7%
Sherborn	1,479	41	34	2.3%
Shirley	2,417	60	60	2.5%
Shrewsbury	13,919	957	860	6.2%
Shutesbury	758	2	2	0.3%
Somerset	7,335	271	271	3.7%
Somerville	33,632	3,270	3,258	9.7%

South Hadley	7,091	396	396	5.6%
Southampton	2,310	44	44	1.9%
Southborough	3,433	610	286	8.3%
Southbridge	7,517	490	490	6.5%
Southwick	3,852	177	173	4.5%
Spencer	5,137	268	267	5.2%
Springfield	61,556	10,247	9,970	16.2%
Sterling	2,918	269	68	2.3%
Stockbridge	1,051	111	111	10.6%
Stoneham	9,399	501	495	5.3%
Stoughton	10,742	1,535	1,207	11.2%
Stow	2,500	331	179	7.2%
Sturbridge	3,759	260	209	5.6%
Sudbury	5,921	575	354	6.0%
Sunderland	1,718	8	8	0.5%
Sutton	3,324	176	42	1.3%
Swampscott	5,795	218	212	3.7%
Swansea	6,290	247	236	3.8%
Taunton	23,844	1,844	1,650	6.9%
Templeton	3,014	476	198	6.6%
Tewksbury	10,803	1,306	1,037	9.6%
Tisbury	1,965	123	109	5.5%
Tolland	222	0	0	0.0%
Topsfield	2,157	164	146	6.8%
Townsend	3,356	214	150	4.5%
Truro	1,090	27	27	2.5%
Tyngsborough	4,166	638	340	8.2%
Tyringham	149	0	0	0.0%
Upton	2,820	223	178	6.3%
Uxbridge	5,284	427	257	4.9%
Wakefield	10,459	1,059	694	6.6%
Wales	772	55	55	7.1%
Walpole	8,984	470	470	5.2%
Waltham	24,805	2,253	1,785	7.2%
Ware	4,539	425	425	9.4%
Wareham	9,880	889	759	7.7%
Warren	2,202	108	108	4.9%
Warwick	363	0	0	0.0%
Washington	235	0	0	0.0%
Watertown	15,521	1,219	1,000	6.4%
Wayland	4,957	362	200	4.0%
Webster	7,788	666	666	8.6%
Wellesley	9,090	597	561	6.2%
Wellfleet	1,550	34	34	2.2%
Wendell	419	5	5	1.2%
Wenham	1,404	190	122	8.7%
West Boylston	2,729	429	136	5.0%

West Bridgewater	2,658	173	119	4.5%
West Brookfield	1,578	57	57	3.6%
West Newbury	1,558	86	34	2.2%
West Springfield	12,629	440	440	3.5%
West Stockbridge	645	0	0	0.0%
West Tisbury	1,253	38	23	1.8%
Westborough	7,304	718	668	9.1%
Westfield	16,001	1,138	1,138	7.1%
Westford	7,671	987	575	7.5%
Westhampton	635	10	10	1.6%
Westminster	2,826	274	87	3.1%
Weston	3,952	252	142	3.6%
Westport	6,417	449	222	3.5%
Westwood	5,389	611	493	9.1%
Weymouth	23,337	1,919	1,895	8.1%
Whately	654	2	2	0.3%
Whitman	5,513	218	218	4.0%
Wilbraham	5,442	254	253	4.6%
Williamsburg	1,165	51	51	4.4%
Williamstown	2,805	148	148	5.3%
Wilmington	7,788	1,048	820	10.5%
Winchendon	4,088	345	345	8.4%
Winchester	7,920	199	152	1.9%
Windsor	387	0	0	0.0%
Winthrop	8,253	637	637	7.7%
Woburn	16,237	1,318	1,150	7.1%
Worcester	74,383	9,983	9,971	13.4%
Worthington	553	22	22	4.0%
Wrentham	3,821	269	165	4.3%
Yarmouth	12,037	625	518	4.3%
Totals	2,692,186	282,268	250,863	9.3%

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

Section 16



TOWN OF MEDWAY Zoning Board of Appeals 155 Village Street, Medway, MA 02053 Phone: (508) 5321-4915 • Fax: (508) 321-4988

Legal Notice Billing Agreement Form

The Zoning Board of Appeals will prepare and submit a legal notice to be published in the *Milford Daily News*. This legal notice will appear in two consecutive issues of the newspaper, at least 14 days prior to the date of your hearing. The cost varies based upon the applicant request and information required for the notice. The Zoning Board of Appeals will forward the ad proof with the total to be paid by the applicant.

Metro West Collaborative Dev., Inc.

Applicant Name

617-923-3505 x 4

Telephone Number

jvc@metrowestcd.org

E-mail Address

0, 1, 3 Glen Brook Way and 33 West St.

Property Address

66-001, 66-002, 65-026

Parcel ID

AR-II

Zoning District

I hereby agree to provide a check in the sum of the ad proof total provided by the Zoning Board of Appeals for the required legal notice for a public hearing before the Zoning Board of Appeals.

nature

<u>Please Note:</u> This form must be returned to the Zoning Board of Appeals when submitting your application package.

Section 17



TOWN OF MEDWAY Zoning Board of Appeals 155 Village Street, Medway, MA 02053 Phone: (508) 5321-4915 • Fax: (508) 321-4988

Site Access Agreement Form

Please complete this form, sign at the bottom, and return to the address indicated above.

By submitting this form with an application to the Zoning Board of Appeals (the Board),

, Jennifer Van Campen (Print Name)	, hereby give the Board, and/or Staff to the Board, access to the
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property in order to complete a site visit, if determined necessary. The Board, and/or Staff to the Board,

may also determine and request the necessary site visits from other Town of Medway Staff, Consultants,

Boards, and/or Committees.

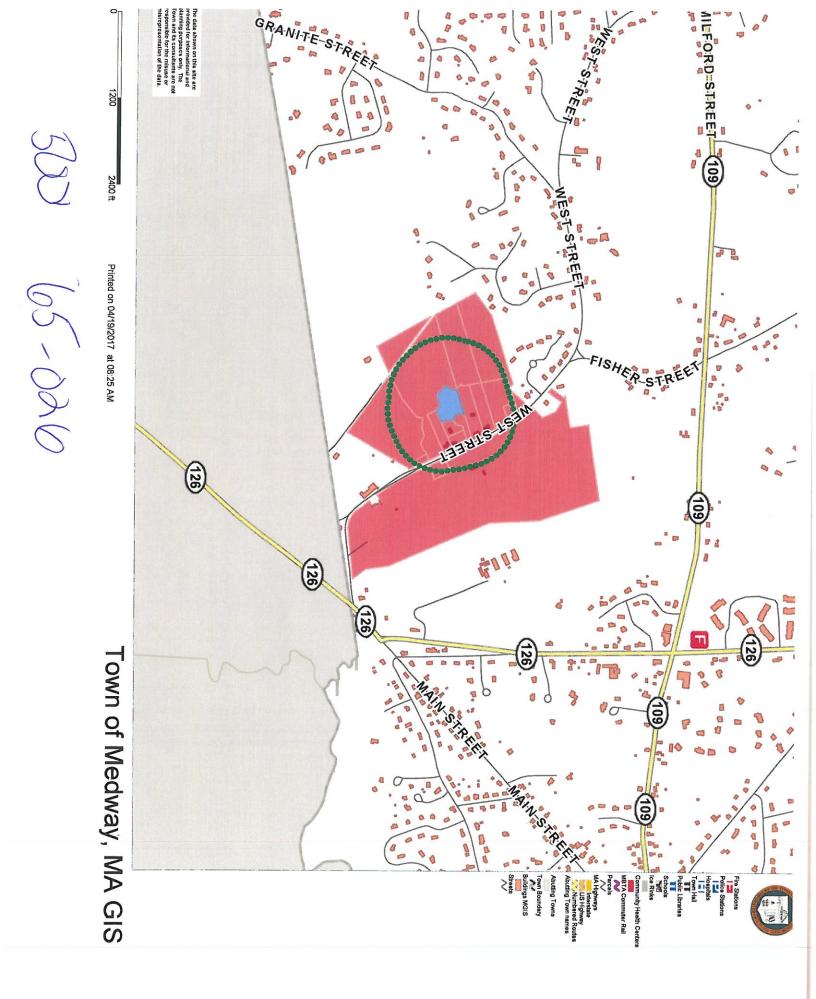
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the rightful property owner.

This form	s submitted with the application for	a comprehensive permit	with respect to the property
located at	0, 1, 3 Glen Brook Way and 33 West St.	(Special Permit, Variance, or Appeal)	with respect to the property
iocatcu at	(Property Address and/or Parcel ID)		
I am the:	Applicant	Signature:	1000
(Check All That	Apply) Property Owner		
		Date: 4/24/17)

By <u>declining</u> or <u>neglecting</u> to submit this form, you are denying access to the property prior to opening of the hearing. Upon opening of the hearing, the Board and/or Staff to the Board may determine that a site visit is necessary.

Section 18



Parcel ID: 65-026 SUMMIT HOME BUILDERS INC 26 NORTH AVE MENDON, MA 01756

Parcel ID: 55-049 BOSTON EDISON CO NSTAR SERVICES CO/PROP PO BOX 270 HARTFORD, CT 06141-0270

Parcel ID: 65-023 ROCHE'S BUILDING CO., 270 EXCHANGE ST. MILLIS, MA 02054

Parcel ID: 65-027 NEW ENGLAND POWER PROPERTY TAX DEPT. 40 SYLVAN ROAD WALTHAM, MA 02451

Parcel ID: 66-002 ASHMAN BARBARA E C/O ARBOUR KAREN 1842 CR428 LAKE PANASOFFKEE, FL 33538

Parcel ID: 66-011 NEW ENGLAND POWER PROPERTY TAX DEPT. 40 SYLVAN ROAD WALTHAM, MA 02451 Parcel ID: 55-048 BOSTON EDISON CO NSTAR SERVICES CO/PROP PO BOX 270 HARTFORD, CT 06141-0270

Parcel ID: 55-050 BOSTON EDISON CO NSTAR SERVICES CO/PROP PO BOX 270 HARTFORD, CT 06141-0270

Parcel ID: 65-024 FREY ERIK W. FREY MICHELLE 37 WEST ST. MEDWAY, MA 02053

Parcel ID: 65-028 NEW ENGLAND POWER PROPERTY TAX DEPT. 40 SYLVAN ROAD WALTHAM, MA 02451

Parcel ID: 66-003 ESTRELLA MICHAEL LANDRY DANIELLE L 31 WEST ST MEDWAY, MA 02053

Parcel ID: 66-012 EXELON WEST MEDWAY LLC C/O NSTAR SERVICES CO. PO BOX 270 HARTFORD, CT 06141-270 Parcel ID: 55-048 BOSTON EDISON CO NSTAR SERVICES CO/PROP PO BOX 270 HARTFORD, CT 06141-0270

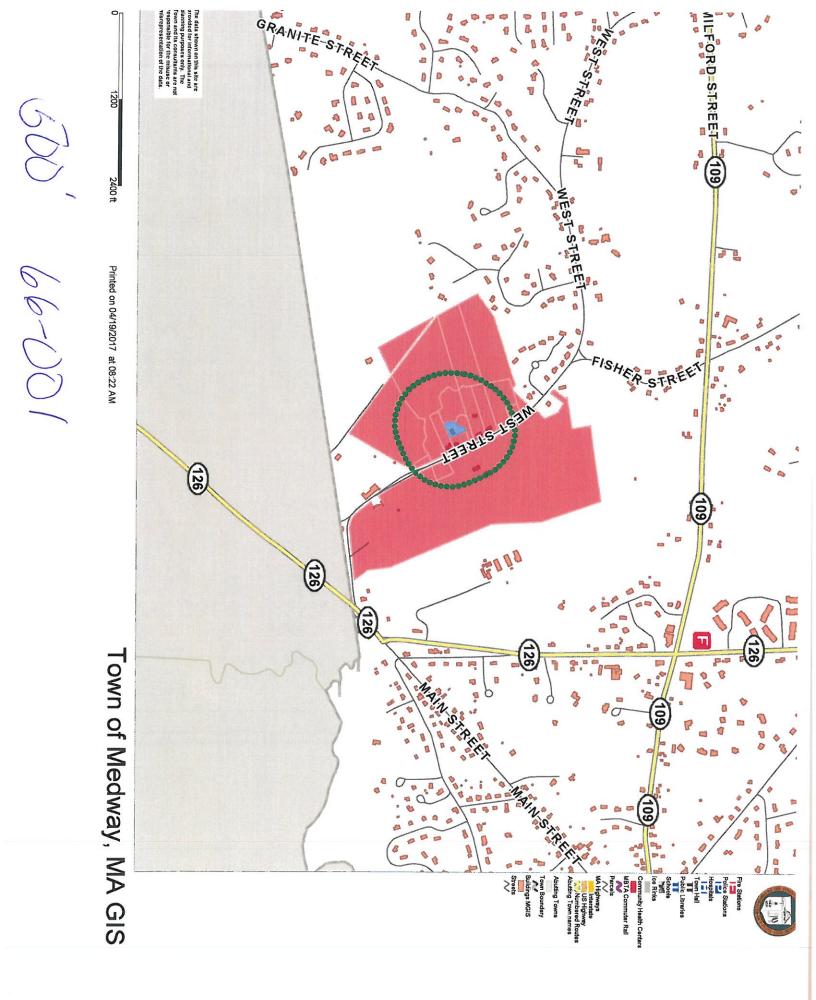
Parcel ID: 55-051 BERNARDO MEGHAN E HOFFMAN MICHAEL B 39 WEST STREET MEDWAY, MA 02053

Parcel ID: 65-025 SUMMIT HOME BUILDERS INC 26 NORTH AVE MENDON, MA 01756 S. 6. 18

Parcel ID: 66-001 SUMMIT HOME BUILDERS INC 26 NORTH AVE MENDON, MA 01756

Parcel ID: 66-004 NEW ENGLAND POWER PROPERTY TAX DEPT. 40 SYLVAN ROAD WALTHAM, MA 02451





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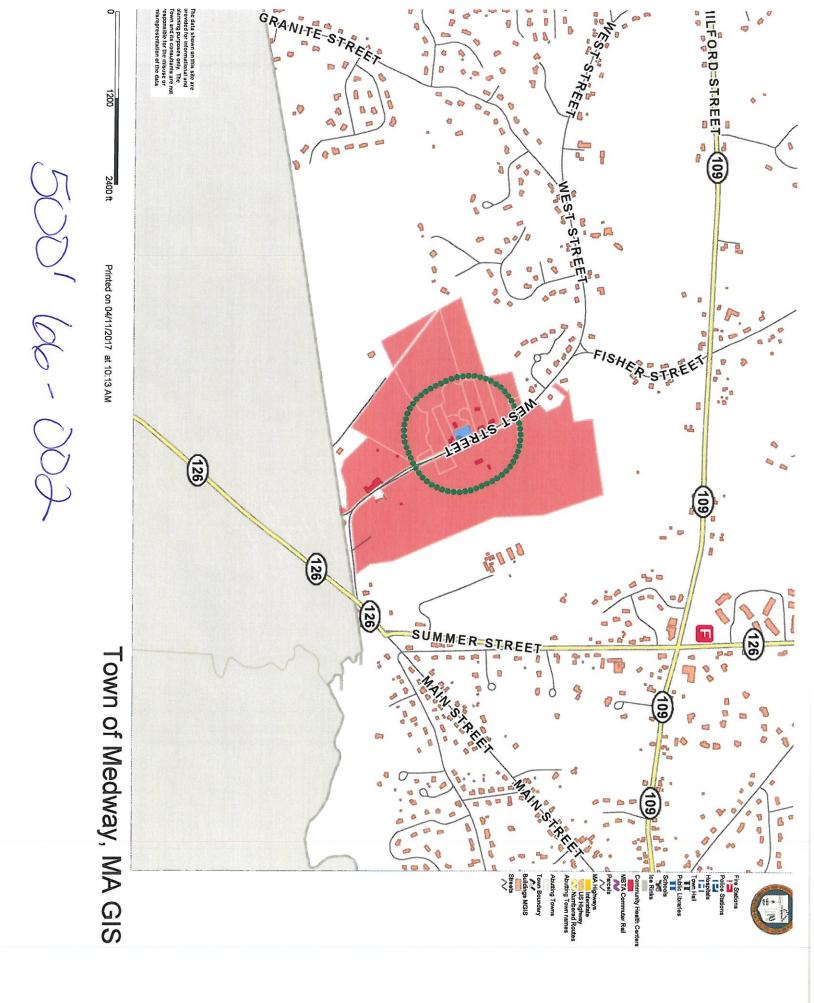
Parcel ID: 55-051 BERNARDO MEGHAN E HOFFMAN MICHAEL'B 39 WEST STREET MEDWAY, MA 02053

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Parcel ID: 66-004 NEW ENGLAND POWER PROPERTY TAX DEPT. 40 SYLVAN ROAD WALTHAM, MA 02451

Parcel ID: 66-012 EXELON WEST MEDWAY LLC C/O NSTAR SERVICES CO. PO BOX 270 HARTFORD, CT 06141-270 Parcel ID: 55-049 BOSTON EDISON CO NSTAR SERVICES CO/PROP PO BOX 270 HARTFORD, CT 06141-0270

Parcel ID: 65-023 ROCHE'S BUILDING CO., 270 EXCHANGE ST. MILLIS, MA 02054

Parcel ID: 65-026 SUMMIT HOME BUILDERS INC 26 NORTH AVE MENDON, MA 01756

Parcel ID: 66-001 SUMMIT HOME BUILDERS INC 26 NORTH AVE MENDON, MA 01756

Parcel ID: 66-005 WEST STREET REALTY TRUST WILLIAM E D'INNOCENZ/TR 15 WEST ST. MEDWAY, MA 02053 Parcel ID: 55-050 BOSTON EDISON CO NSTAR SERVICES CO/PROP PO BOX 270 HARTFORD, CT 06141-0270

Parcel ID: 65-024 FREY ERIK W. FREY MICHELLE 37 WEST ST. MEDWAY, MA 02053

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Parcel ID: 66-011 NEW ENGLAND POWER PROPERTY TAX DEPT. 40 SYLVAN ROAD WALTHAM, MA 02451





May 9, 2017 Medway Planning & Economic Development Board Meeting

Pine Ridge OSRD and Candlewood Subdivision Default and Bond Seizure Public Hearing

- Public Hearing continuation notice dated April 12, 2017
- Collection of emails (Susy Affleck-Childs, Dave D'Amico and Jack Turner) from April 10 to May 3, 2017.
- Email and memo from Paul Yorkis dated April 10, 2017
- Tetra Tech memo/punch list for Pine Ridge, Candlewood, and the emergency access way dated April 22, 2016, updated December 8, 2016
- DPS punch list for Candlewood Drive and Island Road street acceptance dated July 7, 2016
- Tetra Tech bond estimate for Pine Ridge OSRD only dated December 8, 2016 \$17,380
- Tetra Tech bond estimate for emergency access way dated December 8, 2016 - \$46,162
- Tetra Tech bond estimate for Candlewood Drive and Island Road improvements (minus the cost of the emergency access way) dated December 8, 2016 - \$56,430
- SAC memo dated May 5, 2017 to Paul Yorkis
- SAC notes dated May 5, 2017 Status on bond funds and estimates



TOWN OF MEDWAY Planning & Economic Development Board

155 Village Street Medway, Massachusetts 02053

Andy Rodenhiser, Chairman Robert K. Tucker, Vice-Chairman Thomas A. Gay, Clerk Matthew J. Hayes, P.E. Richard Di Iulio

MEMORANDUM

RE:	Public Hearing Continuation: CONTINUATION DATE: LOCATION:	Pine Ridge and Candlewood default and bond seizure Tuesday, May 9, 2017 at 7:15 p.m. Medway Town Hall – Sanford Hall, 155 Village Street	
FROM:	Susy Affleck-Childs, Planning & Economic Development Coordinator		
TO:	Maryjane White, Town Clerk Town of Medway Departments, Boards and Committees		
April 12, 2017			

At its meeting on April 11, 2017 the Planning and Economic Development Board voted to continue the public hearing regarding the default and bond seizure for the Pine Ridge and Candlewood developments to Tuesday, May 9, 2017 at 7:15 p.m. in Sanford Hall at Medway Town Hall, 155 Village Street.

The purpose of the hearing is to hear testimony so that the Board may determine whether the developer of the Pine Ridge Open Space Residential Development (OSRD) is in default for failure to complete the construction of ways and installation of utilities and services and the required off-site improvements in accordance with the Pine Ridge OSRD Special Permit, the associated Definitive Plan Certificate of Approval, the definitive plan and the Medway *Subdivision Rules and Regulations*. The Board will also determine whether it should take the sureties for the Pine Ridge OSRD and the adjacent Candlewood subdivision that are being held with Charles River Bank of Medway, MA in order to complete the unfinished on-site and off-site work as specified in the Pine Ridge decisions and plan.

Pine Ridge is a twenty unit, townhouse condominium development located off of Candlewood Drive which is off of Farm Street. The development was authorized by a special permit issued by the Planning and Economic Development Board in December 2005.

The developer, John Claffey, has been notified of the public hearing. The general public and abutters are invited to attend. All parties will be given an opportunity to comment and ask questions.

Please contact me if you have any questions. Thanks.

Susan Affleck-Childs

From:	Jack Tucker
Sent:	Wednesday, May 03, 2017 9:56 AM
То:	Susan Affleck-Childs; David Damico
Cc:	Andy Rodenhiser
Subject:	RE: Update Regarding Candlewood, Island Road and Pine Meadow

The only that changed on Candlewood Dr. Do not have to replace the drain frame and covers # 1,2,3,5,6,7

Island Rd.

The sewer covers were covered with snow at the time. Sewer manhole #1, 2, 4, the frames do not have to be replaced but the covers need to be replaced with a cover that has the word SEWER on it.

Other than that all remains the same.

Jack Tucker Highway Superintendent Town of Medway 774-993-8418

www.townofmedway.org Facebook Twitter

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-----Original Message-----From: Susan Affleck-Childs Sent: Tuesday, May 02, 2017 2:13 PM To: David Damico Cc: Jack Tucker; Andy Rodenhiser Subject: RE: Update Regarding Candlewood, Island Road and Pine Meadow

Hi there,

Does anyone have a revised, written scope of work for improvements to Candlewood Drive and Island Road as discussed/decided on when you met with Paul Yorkis in early April?

How does the new punch list differ from the DPS punch list from July 2016? (See Attached)

This matter is before the PEDB in public hearing on May 9th so we really need to know what you agreed to.

Thanks.

Susy

Susan E. Affleck-Childs Planning and Economic Development Coordinator

Town of Medway 155 Village Street Medway, MA 02053 508-533-3291 sachilds@townofmedway.org

Town of Medway – A Massachusetts Green Community

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-----Original Message-----From: David Damico Sent: Wednesday, April 19, 2017 4:31 PM To: Susan Affleck-Childs Cc: Andy Rodenhiser ; Jack Tucker Subject: RE: Update Regarding Candlewood, Island Road and Pine Meadow

Susy,

Paul had sent the attached to Jack and I also. His synopsis of our conversation is accurate. I believe we met April 6th in my office, but I'm not entirely sure of the date. Perhaps Jack has that date. Jack and Rich Kearnan, the Assistant Highway Superintendent, had visited the site and noted what we considered major deficiencies that need to be corrected. This information was then discussed with Paul with future actions outlined, again, as stated.

Paul stated that he needed to discuss the work with the developer, get estimates, and then determine a final scope of work with us in concert with your Board. If approved, we will perform on-site inspections during the work until completion.

Please let me know if you have any further questions.

Dave DPS Director Check us out on-line at www.townofmedway.org Please remember when writing or responding, the Massachusetts Secretary of State has determined that e-mail is a public record.

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-----Original Message-----From: Susan Affleck-Childs Sent: Wednesday, April 19, 2017 1:17 PM To: David Damico Cc: Andy Rodenhiser Subject: FW: Update Regarding Candlewood, Island Road and Pine Meadow

Hi Dave,

See attached memo dated April 10th from Paul Yorkis indicating he had met with you and Jack Tucker to discuss some revisions to the DPS punch list for Candlewood Drive and Island Road.

The PEDB has asked me to confirm that such a meeting occurred. When did the meeting take place and what was the nature of the conversation? What is your understanding of next steps.

The Board continues to consider its options for this area. The next public hearing for this is May 9th which Paul has indicated he plans to attend.

Thanks.

Susy

Susan E. Affleck-Childs Planning and Economic Development Coordinator

Town of Medway 155 Village Street Medway, MA 02053 508-533-3291 sachilds@townofmedway.org

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From: Paul G. Yorkis [mailto:pgyorkis@gmail.com] Sent: Monday, April 10, 2017 5:33 AM To: Susan Affleck-Childs Cc: Jack Tucker; David Damico; Michael Boynton; Stephanie Mercandetti Subject: Update Regarding Candlewood, Island Road and Pine Meadow

Attached please find a communication regarding Candlewood, Island Road and Pine Meadow.

I will continue to keep each of you informed as we try to reach an agreeable resolution.

Paul G. Yorkis Cell 508-509-7860 TO: Andy Rodenheiser Chair, Town of Medway Planning and Economic Development Board

FROM: Paul G. Yorkis

DATE: April 10, 2017

RE: Candlewood, Island Road, and Pine Ridge Update

I have had a discussion with Town Administrator Michael Boynton and a meeting with DPS Director David D'Amico and Jack Tucker, Highway Superintendent.

We reviewed the scope of the work to be completed.

I am in the process of obtaining updated quotations from several contractors

After I have all of the quotations and scope of work, David and Jack have agreed to review the information and confirm the scope and quotations. David and Jack have also agreed to conduct the inspections to ensure the work is completed to Town of Medway Standards.

Once I have their approval I will be requesting a meeting with the Town Administrator, Chair of the Planning and Economic Development Board, Director of DPS, Highway Superintendent to discuss moving forward in an effort to have the work completed.

Parallel to this process is the process of completing the work Associated with Pine Ridge that will need to be reviewed by the Planning and Economic Development Board's consulting engineer.

I would hope that this could be discussed at the Mary 9, 2017 meeting of the Planning and Economic Development Board.

CC: Michael Boynton David D'Amico Jack Tucker William Sack, Esq. Pine Ridge, LLC





То:	Susan Affleck-Childs – Medway Planning and Economic Development Board Coordinator
Cc:	
From:	Steven Bouley, EIT – Tetra Tech
Date:	April 22, 2016 (revised December 8, 2016)
Subject:	Pine Ridge-Candlewood Drive Punch List

On April 11, 2016 at the request of the Medway Planning and Economic Development Board (PEDB), Tetra Tech (TT), Dave Faist of McClure Engineering, Inc (MEI) and Dan O'Driscoll of O'Driscoll Land Surveying Co. (OLS) met at the Pine Ridge Subdivision location and performed a punch list inspection of the development. Nearby Candlewood Drive Subdivision was also included in the inspection. The inspections were conducted based upon the approved Pine Ridge OSRD Development plan set.

On December 8, 2016 at the request of the PEDB, Steven Bouley from TT conducted a follow-up punch list inspection of the Pine Ridge and Candlewood Drive Subdivisions. The inspections were conducted based upon the approved Pine Ridge OSRD Development plan set.

The following is a list of items and issues that should be repaired or resolved:

Pine Ridge

- 1. Proposed line striping and stop line has not been painted.
- 2. As-Built of the development should be submitted for review.
- 3. It is recommended the applicant clean the drainage system. Cleaning includes removing sediment and debris from catch basin structures, pipe and detention facilities.
- 4. Erosion control should be removed upon receiving certificate of compliance from Medway Conservation Commission.
- 5. The proposed 4'-wide walking path requires re-clearing as navigating the path is difficult. The path is inconsistent and markers are not present to direct pedestrians through the area.

Candlewood Drive

- 6. All items shown on Sheet 14 of 23 "Candlewood Drive and Emergency Access Improvements" of the Village at Pine Ridge OSRD Definitive Plan set have not been completed.
- 7. The emergency access path is proposed through an area that appears to be jurisdictional to the Medway Conservation Commission (culvert crossing). It is recommended the applicant contact the Conservation Agent prior to commencing work to determine if an open Order of Conditions exists for the project or if this area deemed as "Mosquito Control Maintenance Channel" is indeed jurisdictional area.

- 8. In addition to items on Sheet 14, it is recommended the applicant clean the existing drainage system and clear brush/trees from the limit of stormwater detention basins for the subdivision.
- 9. Upon completion of punch list items, as-built and street acceptance plans should be submitted for review.

Additional Items (2016-12-08)

Pine Ridge

- 10. Areas of the bituminous concrete roadway are beginning to crack. TT recommends crack sealing these areas to slow migration of cracking.
- 11. Hydrants shall be painted per town standards (blue and silver), coordinate with Medway DPS.
- 12. The center island in the cul-de-sac does not contain any larger growth shrubs or trees per the town's standard details, see town detail CD-10. TT has not acquired a landscape plan for the project to determine if landscaping was required at the time of plan approval.

Candlewood Drive

- 13. The roadway should be crack sealed to prevent further damage.
- 14. Drain/sewer frames and grates/covers should be replaced to town standard and all grade brick shall be re-grouted. Any frame and grate/cover extending above sidewalk surface shall also be reset to existing grade to prevent tripping hazards.
- 15. All pipe inverts, lift holes, structure section joints, etc. should be grouted to maintain integrity of pre-cast structures.
- 16. Electric trenches, which cross the roadway in multiple locations, have settled. These locations should be milled and overlaid.

These comments are offered as guides for use during the Town's review. If you have any questions or comments, please feel free to contact us at (508) 786-2200.

P:\21583\143-21583-16003 (PINE RIDGE CANDLEWOOD)\DOCS\MEMO_PINE RIDGE-CANDLEWOOD PUNCH LIST_2016-04-22 (REVISED 2016-12-08).DOC

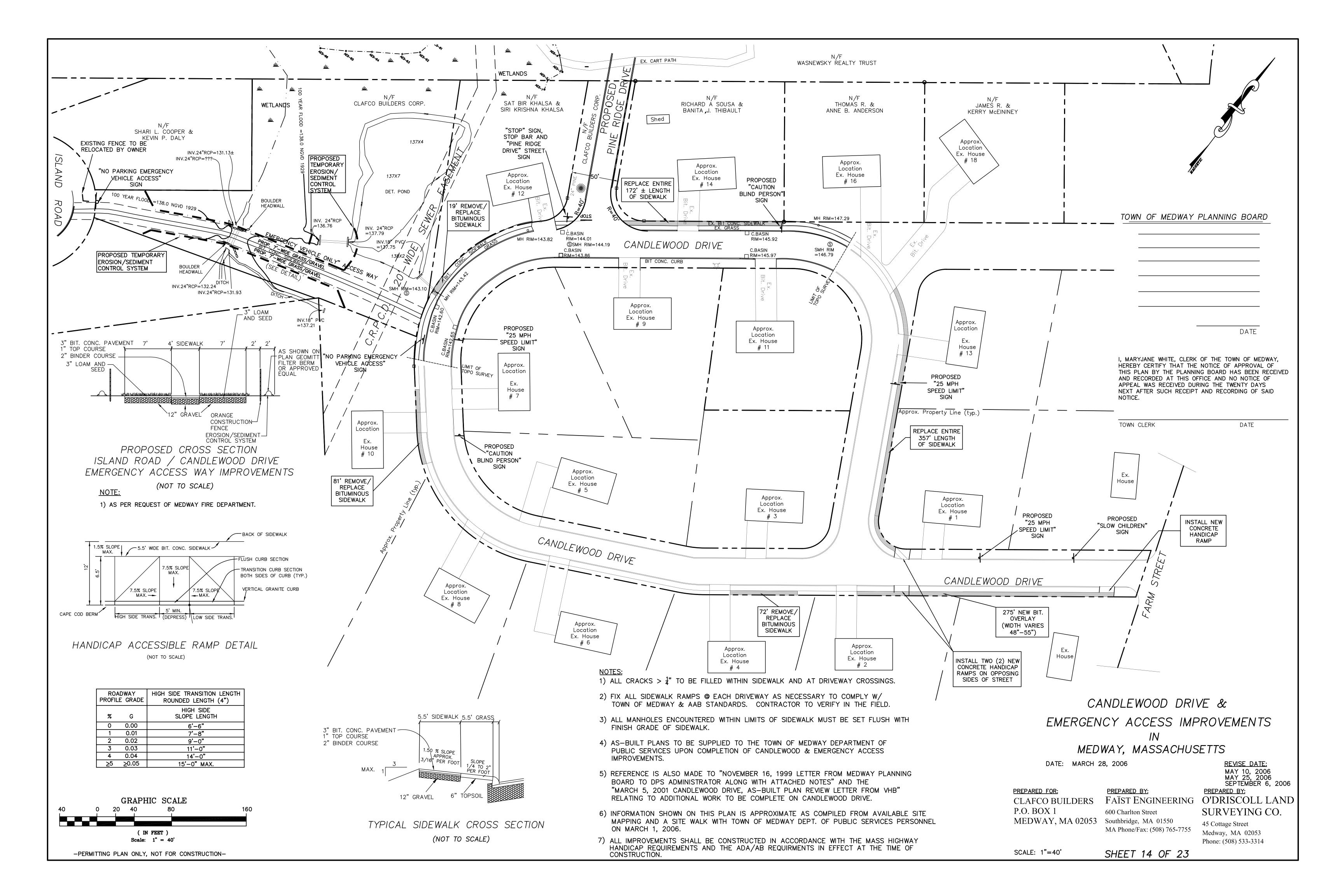


Candlewood Drive Street Acceptance Improvements

- Crack seal road surface throughout road limits.
- Drain frames & covers must be replaced with heavy duty. Cement brick collars need to be replaced to allow for new frames. (Drain numbers 1,2,3,5,6,7)
- Podge bricks of Catch Basin structures. (Catch Basin numbers 1,2,5,8,9*,12,13,16)
 *Cement outside of frame
- Fill & Patch Sinkhole
- Mill & overlay cross trenches. (Numbers 1-8)
- Podge lift holes (Catch Basin 16)
- Build Invert on Drain 2.
- Cement around pipes(Drain 8, Catch Basins 13,15)
 - Note: Cellar drains into Catch Basins 10,11,13 & Drain 11
 - Note: Surveyor to plot all utilities on plan, as built.

Island Road Street Acceptance Improvements

- Cement podge Catch Basin collar (Catch Basins 1,2, Drain 1)
- Cement pipe connections (Catch Basins 1,2, Drain 1)
- Podge entire structure (Catch Basin 3)
- Crack seal entire street and sidewalks.
- Replace sewer covers with standard heavy duty sewer frames and covers. (Sewers 2,3,4)
- Replace street sign & post.



Candlewood Drive

Candlewood Drains

- 🔷 Drain 1 🔷 Drain 2
- 🔷 Drain 3
- Orain 4
- 🔷 Drain 5
- Orain 6
- 🔷 Drain 7
- 🔷 Drain 8
- 🔷 Drain 9
- 🔷 Drain 10
- 🔷 Drain 11

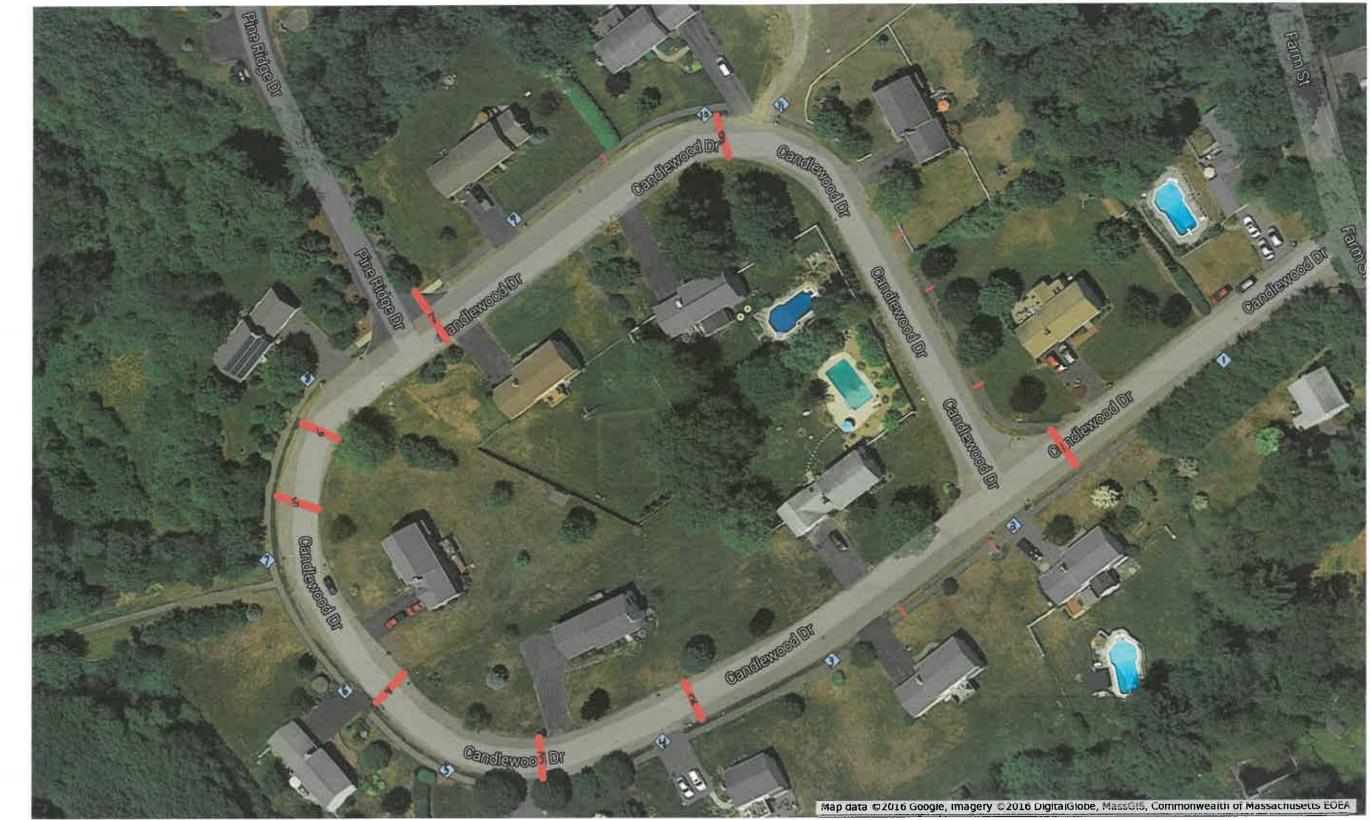
Candlewood Trenches

 Trench 1 💪 Trench 2

- 💪 Trench 3
- Trench 4
- 💪 Trench 5
- Trench 6
- 💪 Trench 7
- 💪 Trench 8

Candlewood Sidewalk Patch

- 💪 Patch 1
- 💪 Patch 2
- 💪 Patch 3
- 💪 Patch 4
- Patch 5
- 💪 Patch 6



Candlewood Drive

Candlewood Basins



Candlewood Sewer



Candlewood Misc.

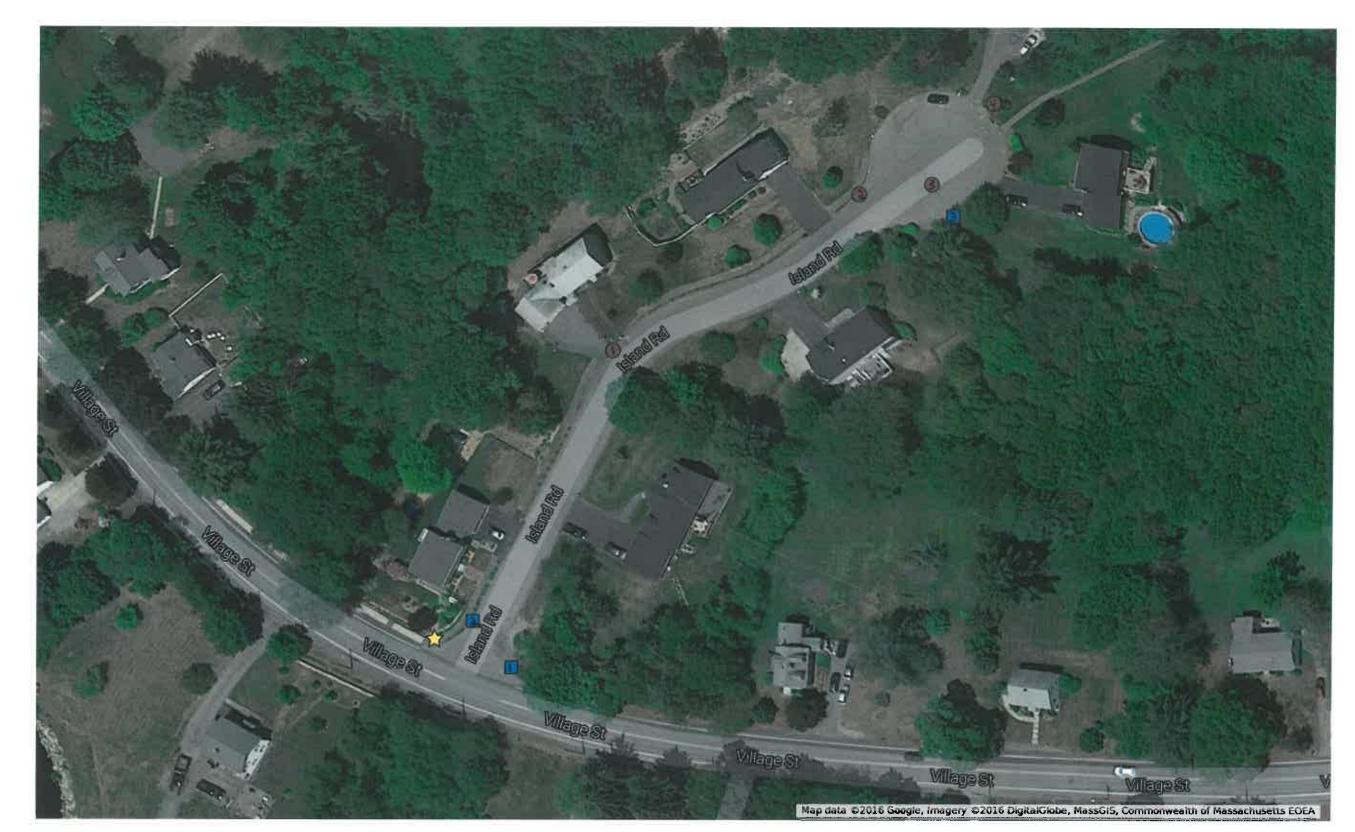


Candlewood Drive/Island Road

Island Basins

Basin 1 Basin 2 Basin 3 Island Sewer Sewer 1 Sewer 2 Sewer 3 Sewer 4

Island Misc.





Bond Value Estimate The Village at Pine Ridge Definitive Subdivision Medway, Massachusetts December 8, 2016

Marlborough Technology Park 100 Nickerson Road Marlborough, MA 01752 Tel 508.786.2200 Fax 508.786.2201

DESCRIPTION	QUANTITY	UNIT	UNIT COST	ENGINEERS ESTIMATE
Pavement Markings	1	LS	\$500.00	\$500
Clean Drain System	1	LS	\$3,500.00	\$3,500
Remove Erosion Control	1	LS	\$500.00	\$500
Clear Openspace Walking Path	1	LS	\$2,500.00	\$2,500
Crack Sealing	1	LS	\$1,000.00	\$1,000
Paint Hydrants	1	LS	\$500.00	\$500
Cul-De-Sac Landscaping	1	LS	\$2,000.00	\$2,000
As-built Plans	560	LF	\$5.00	\$2,800
Legal Services	1	LS	\$3,000.00	\$3,000
			Subtotal	\$15,800
			Contingency (10%)	\$1,580
	Recommended Bond Value			

Notes:

1. Unit prices are taken from the latest information provided on the Mass DOT website. They utilize the Mass DOT weighted bid prices (Combined - All Districts) for the time period 12/2015 - 12/2016.

TETRATECH Cand	Mariborough Technology Park 100 Nickerson Road Mariborough, MA 01752 Tel 508.786.2200 Fax 508.786.2201			
DESCRIPTION	QUANTITY	UNIT	UNIT COST	ENGINEERS ESTIMATE
Crack Sealing	1	LS	\$6,000.00	\$6,000
Frame & Cover	9	EA	\$750.00	\$6,750
Regrout Drain Structure Brick/Lift Holes/Pipe/Inv	13	EA	\$250.00	\$3,250
Repair Sinkhole	1	LS	\$500.00	\$500
Mill & Overlay Trenches	1	LS	\$3,500.00	\$3,500
Clean Drain System	1	LS	\$5,000.00	\$5,000
Maintain Drain Basin	1	LS	\$2,500.00	\$2,500
Construct Emergency Access ²		LS	\$35,000.00	\$35,000
Replace Sidewalk Sections	1	LS	\$8,000.00	\$8,000
Signage	8	EA	\$100.00	\$800
ADA Ramps	3	EA	\$1,000.00	\$3,000
As-Built/Street Acceptance Plans	1,800	LF	\$5.00	\$9,000
Legal Services	1	LS	\$3,000.00	\$3,000
			Subtotal	\$86,300

Contingency (10%)

Recommended Bond Value (min.)

Notes:

1. Unit prices are taken from the latest information provided on the Mass DOT website. They utilize the Mass DOT weighted bid prices (Combined - All Districts) for the time period 12/2015 - 12/2016. Items included in this bond estimate are combined from separate TT and Medway DPS punch list inspections as well as items shown on Sheet 14 of 23 "Candlewood Drive and Emergency Access Improvements" of the Village at Pine Ridge OSRD Definitive Plan set.

2. Pricing for construction of emergency access will be dependent on scope of design, permitting and construction. Value provided assumes similar construction to proposed as well as survey, design and permitting costs and is approximate only.

5,130 #56,430

. 4

TETRA TECH	December 8, 2016			Marlborough Technology Park 100 Nickerson Road Marlborough, MA 01752 Tel 508.786.2201 Fax 508.786.2201
DESCRIPTION	QUANTITY	UNIT	UNIT COST	ENGINEERS ESTIMATE
Survey	1	LS	\$2,500.00	\$2,500
Design	1	LS	\$5,000.00	\$5,000
Permitting	1	LS	\$4,500.00	\$4,500
Construction Phase Services	1	LS	\$4,000.00	\$4,000
Construction ¹	1	LS	\$30,000.00	\$30,000
As-Built	1	LS	\$2,500.00	\$2,500
Legal Services	1	LS	\$1,000.00	\$1,000
			Subtotal	\$49,500
			Contingency (10%)	\$4,950
Recommended Bond Value (min.)				\$54,450

Notes:

1. Pricing based on excavation to one foot (1-foot) below existing grade, installation of geotextile fabric, 8-inches of gravel borrow and 4-inches of dense graded crushed stone with a 5 foot wide, 2-inch depth sidewalk placed along the centerline of the emergency access driveway. Current MassDOT Weighted Average bid pricing used to estimate each construction item. This cost is dependent on whether existing culvert crossing is sufficient or if upgrade is necessary per Medway Conservation Commission requirements.



TOWN OF MEDWAY Planning & Economic Development 155 Village Street Medway, Massachusetts 02053

May 4, 2017 MEMORANDUM

TO: Paul YorkisFROM: Susy Affleck-Childs, Planning and Economic Development CoordinatorRE: Costs associated with Pine Ridge and Candlewood Drive/Island Road

This memorandum is in response to your email dated May 1, 2017 in which you requested information on the required work, costs and documents needed to complete the Pine Ridge and Candlewood/Island Road developments and have the Planning and Economic Development Board release the bonds and recommend street acceptance. The tables below detail the various items that will be needed from this office's perspective without specifying exact costs. The hourly rate for Town Counsel KP Law is \$195. The hourly rate for the Tetra Tech (TT) site inspector/plan reviewer is \$135.

PINE RIDGE OSRD

You have requested a list of all work that must be completed in order for the PEDB to release the Pine Ridge bond and all possible costs associated with the work necessary for the PEDB to recommend release of the Pine Ridge bond including any legal costs. I have added notes to indicate where that work will need to be inspected by Tetra Tech.

Work to Be Completed for Pine Ridge Bond Release				
Work to be Completed by Developer	TOM Engineering Costs			
Items specified in the Pine Ridge punch list dated 4-22-16 and updated 12-8-16 by Tetra Tech.	TT inspection and possible updated punch list and re-inspection and sign-off			
Construct trail/pathway on Pine Ridge open space parcel (Parcel 62-001) per Pine Ridge plan (Sheet 14)	TT inspection and possible punch list and re- inspection and sign-off			
Repairs/improvements on Candlewood Drive per Pine Ridge plan (Sheet 14) and Candlewood Drive punch list dated 4-22-16 and updated 12-8-16 by Tetra Tech	TT Inspection and punch list and possible re- inspection and sign-off			
Construct emergency access way between Candlewood Drive and Island Road on Parcel 62-027 per Pine Ridge plan OR/ whatever alternative is proposed by the developer and agreed to by the PEDB in lieu of the emergency access way.	TT inspection and possible punch list and re- inspection and sign -off			
Complete work specified in the ConCom Pine Ridge Order of Conditions (DEP 216-726) and which is determined to be acceptable to the Conservation Agent and ConCom				

You have also requested a list of the documents that the Town of Medway will require for the PEDB to release the Pine Ridge bond. I have noted where there will be outside consultant service costs associated with the Board's review of the documents.

	Documents Required for Pine Ridge Bond Release			
	Required Documents	TOM Legal Costs	TOM Engineering Costs	
*	Pine Ridge as-built plan		TT review, prepare letter, and review revised plan if needed.	
*	Possible new application to amend the Pine Ridge special permit and definitive plan decisions and plan if an alternative to construction of the emergency access way is agreed to by the PEDB		Possible TT review.	
*	Deed to convey Pine Ridge open space parcel to the TOM	KP Law title run down, review deed and record after BOS and ConCom acceptance		
*	Deed to convey public access easement on Pine Ridge Drive and parking area (to access the open space parcel) to the TOM	KP Law title run down, review deed and record after Town Meeting vote.		
~	ConCom Certificate of Compliance on Pine Ridge work (DEP 216-726). Note – The Order of Conditions (August 2006) has expired.			
~	New ConCom Order of Conditions for Candlewood emergency access way work (DEP 216-725) if such is agreed to. The original Order of Conditions (August 2006) has expired and no work has been done.			
	ConCom Certificate of Compliance on Candlewood emergency access way work or replacement work (if within ConCom's jurisdiction)			
by sta				
	te of acceptance of Pine Ridge Open Space Parcel BOS – Document to be prepared by TOM staff			
cur	nfirmation from Town Treasurer that taxes are rent on Parcel 62-001 and Parcel 62-027. PEDB ice will make that request.			

- Items to be supplied by developer and submitted to PED office.
- ✓ Developer to initiate and complete process

CANDLEWOOD DRIVE AND ISLAND ROAD

You have asked for information on all possible costs associated with the work necessary for the PEDB to recommend acceptance of the two roads (Candlewood Drive and Island Road) including legal costs. You have also requested a list of the documents that the Town of Medway will require for acceptance of the two roads and associated parcels of land. Please note that these documents are also needed for the PEDB to release the Candlewood bond.

Documents Required for Street Acceptance (Candlewood Drive & Island Road) and Candlewood Bond Release				
Required Documents	TOM Engineering Costs			
Inspection review letters from Tetra Tech after Candlewood Drive and Island Road improvements are constructed		TT to inspect and prepare review letter for PEDB for its determination whether to recommend street acceptance to Town Meeting		
Inspection review letters from DPS after Candlewood Drive and Island Road improvements are constructed.				
 As-built and street acceptance plans for Candlewood Drive 		TT to review, prepare letter and review revised plan if needed		
 As-built and street acceptance plans for Island Road 		TT to review, prepare letter and review revised plan if needed		
 Receipts for cleaning of Candlewood drainage basin on parcel 62-027 				
 Deed to convey Candlewood Drive and associated easements to TOM 	KP Law title run down, review deed and record after Town Meeting vote			
 Deed to convey Island Road and associated easements to TOM 	KP Law title run down, review deed and record after Town Meeting vote			
 Deed to convey the Candlewood drainage and access way parcel (62-027) to TOM 	KP Law title run down, review deed and record after Town Meeting Vote			
Documents for Candlewood Drive roadway layout vote by BOS – To be prepared by TOM staff				
Documents for Island Road roadway layout vote by BOS – To be prepared by TOM staff				
Documents for Town meeting vote to accept Candlewood drainage and emergency access way parcel (62-027) – To be prepared by TOM staff				

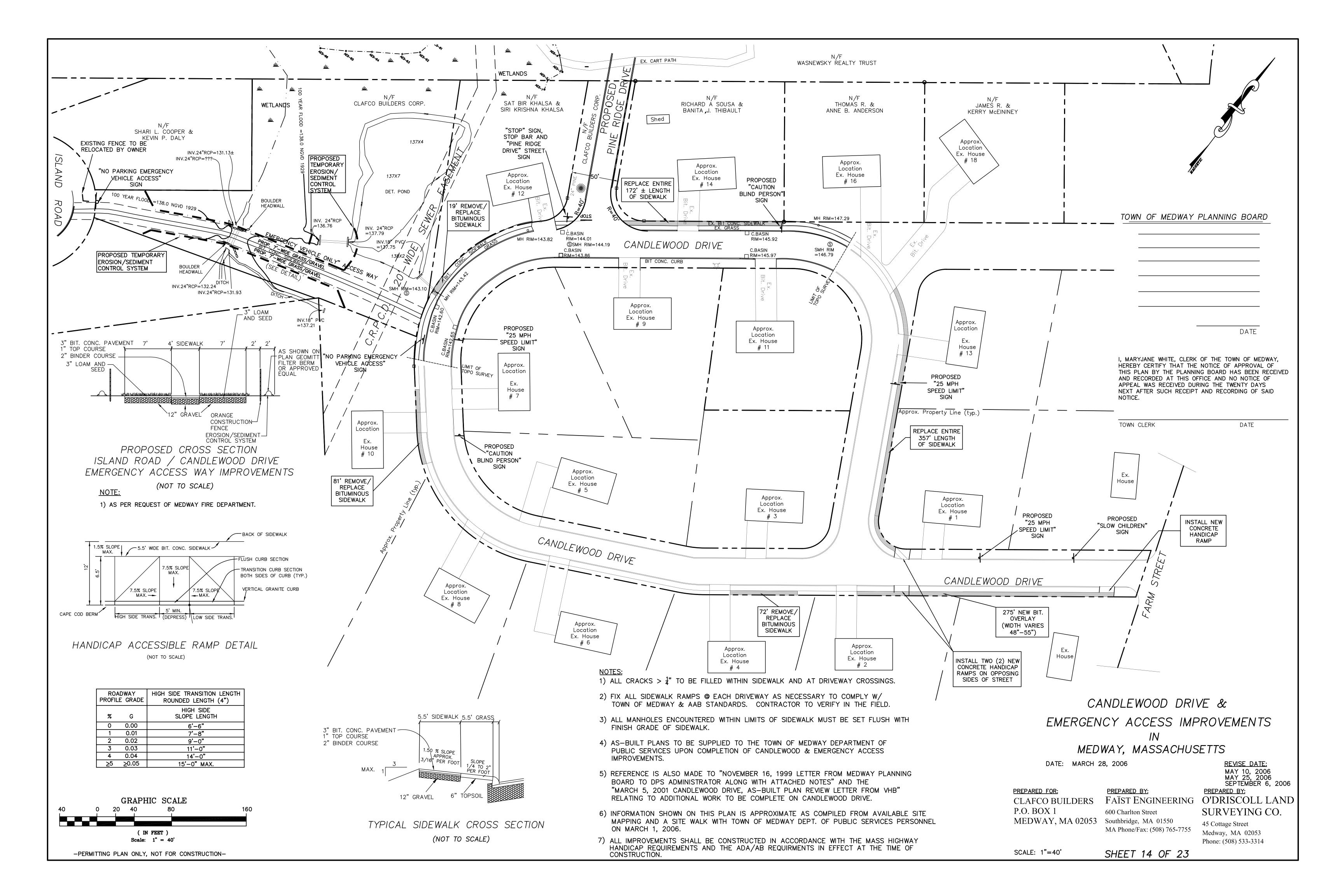
Items to be supplied by developer

I have also provided a list of all work that must be completed on Candlewood Drive and Island Road in order for the PEDB to release the Candlewood bond. I have added notes to indicate where that work will need to be inspected by Tetra Tech.

Work to Be Completed for Candlewood Bond Release				
Work to Be Completed by Developer	TOM Engineering Costs			
Repairs/improvements on Candlewood Drive per Pine Ridge plan (Sheet 14)	TT Inspection and punch list and possible re- inspection and sign off			
Repairs/improvements on Candlewood Drive per TT punch list dated 4-22-16 and updated 12-8-16 including clean-up of Candlewood drainage basin on Parcel 62-027	TT Inspection and punch list and possible re- inspection and sign off			
Construct emergency access way between Candlewood Drive and Island Road on Parcel 62-027 per Pine Ridge plan (Sheet 14) OR/ whatever may be proposed by the developer and agreed to by the PEDB in lieu of constructing the emergency access way.	TT Inspection and possible punch list and re- inspection and sign off			
Work on Candlewood Drive and Island Road per DPS punch list dated 7-7-16 and email dated 5-3-17 from Medway Highway Superintendent Jack Tucker				

Attachments:

- 1. Sheet 14 of Pine Ridge Plan Candlewood Improvements.
- 2. Pine Ridge punch list dated 4-22-16 and updated 12-8-16 by Tetra Tech.
- 3. Candlewood Drive and Island Road punch list from DPS dated 7-7-16.
- 4. Email from DPS Highway Superintendent Jack Tucker dated 5-3-17 to clarify the previous DPS punch list.







То:	Susan Affleck-Childs – Medway Planning and Economic Development Board Coordinator
Cc:	
From:	Steven Bouley, EIT – Tetra Tech
Date:	April 22, 2016 (revised December 8, 2016)
Subject:	Pine Ridge-Candlewood Drive Punch List

On April 11, 2016 at the request of the Medway Planning and Economic Development Board (PEDB), Tetra Tech (TT), Dave Faist of McClure Engineering, Inc (MEI) and Dan O'Driscoll of O'Driscoll Land Surveying Co. (OLS) met at the Pine Ridge Subdivision location and performed a punch list inspection of the development. Nearby Candlewood Drive Subdivision was also included in the inspection. The inspections were conducted based upon the approved Pine Ridge OSRD Development plan set.

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The following is a list of items and issues that should be repaired or resolved:

Pine Ridge

- 1. Proposed line striping and stop line has not been painted.
- 2. As-Built of the development should be submitted for review.
- 3. It is recommended the applicant clean the drainage system. Cleaning includes removing sediment and debris from catch basin structures, pipe and detention facilities.
- 4. Erosion control should be removed upon receiving certificate of compliance from Medway Conservation Commission.
- 5. The proposed 4'-wide walking path requires re-clearing as navigating the path is difficult. The path is inconsistent and markers are not present to direct pedestrians through the area.

Candlewood Drive

- 6. All items shown on Sheet 14 of 23 "Candlewood Drive and Emergency Access Improvements" of the Village at Pine Ridge OSRD Definitive Plan set have not been completed.
- 7. The emergency access path is proposed through an area that appears to be jurisdictional to the Medway Conservation Commission (culvert crossing). It is recommended the applicant contact the Conservation Agent prior to commencing work to determine if an open Order of Conditions exists for the project or if this area deemed as "Mosquito Control Maintenance Channel" is indeed jurisdictional area.

- 8. In addition to items on Sheet 14, it is recommended the applicant clean the existing drainage system and clear brush/trees from the limit of stormwater detention basins for the subdivision.
- 9. Upon completion of punch list items, as-built and street acceptance plans should be submitted for review.

Additional Items (2016-12-08)

Pine Ridge

- 10. Areas of the bituminous concrete roadway are beginning to crack. TT recommends crack sealing these areas to slow migration of cracking.
- 11. Hydrants shall be painted per town standards (blue and silver), coordinate with Medway DPS.
- 12. The center island in the cul-de-sac does not contain any larger growth shrubs or trees per the town's standard details, see town detail CD-10. TT has not acquired a landscape plan for the project to determine if landscaping was required at the time of plan approval.

Candlewood Drive

- 13. The roadway should be crack sealed to prevent further damage.
- 14. Drain/sewer frames and grates/covers should be replaced to town standard and all grade brick shall be re-grouted. Any frame and grate/cover extending above sidewalk surface shall also be reset to existing grade to prevent tripping hazards.
- 15. All pipe inverts, lift holes, structure section joints, etc. should be grouted to maintain integrity of pre-cast structures.
- 16. Electric trenches, which cross the roadway in multiple locations, have settled. These locations should be milled and overlaid.

These comments are offered as guides for use during the Town's review. If you have any questions or comments, please feel free to contact us at (508) 786-2200.

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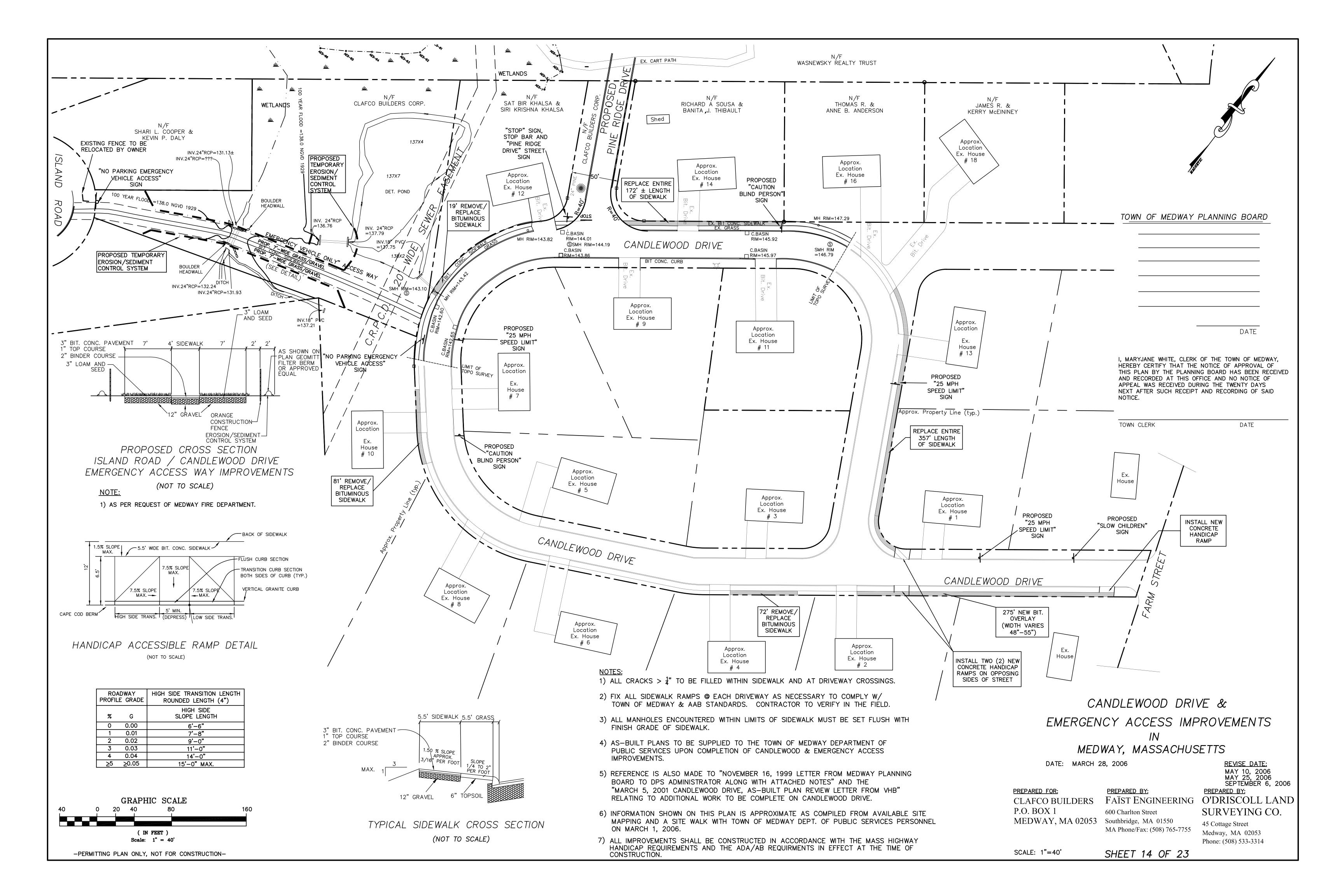


Candlewood Drive Street Acceptance Improvements

- Crack seal road surface throughout road limits.
- Drain frames & covers must be replaced with heavy duty. Cement brick collars need to be replaced to allow for new frames. (Drain numbers 1,2,3,5,6,7)
- Podge bricks of Catch Basin structures. (Catch Basin numbers 1,2,5,8,9*,12,13,16)
 *Cement outside of frame
- Fill & Patch Sinkhole
- Mill & overlay cross trenches. (Numbers 1-8)
- Podge lift holes (Catch Basin 16)
- Build Invert on Drain 2.
- Cement around pipes(Drain 8, Catch Basins 13,15)
 - Note: Cellar drains into Catch Basins 10,11,13 & Drain 11
 - Note: Surveyor to plot all utilities on plan, as built.

Island Road Street Acceptance Improvements

- Cement podge Catch Basin collar (Catch Basins 1,2, Drain 1)
- Cement pipe connections (Catch Basins 1,2, Drain 1)
- Podge entire structure (Catch Basin 3)
- Crack seal entire street and sidewalks.
- Replace sewer covers with standard heavy duty sewer frames and covers. (Sewers 2,3,4)
- Replace street sign & post.



Candlewood Drive

Candlewood Drains

- 🔷 Drain 1 🔷 Drain 2
- 🔷 Drain 3
- Orain 4
- 🔷 Drain 5
- Orain 6
- 🔷 Drain 7
- 🔷 Drain 8
- 🔷 Drain 9
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- 🔷 Drain 11

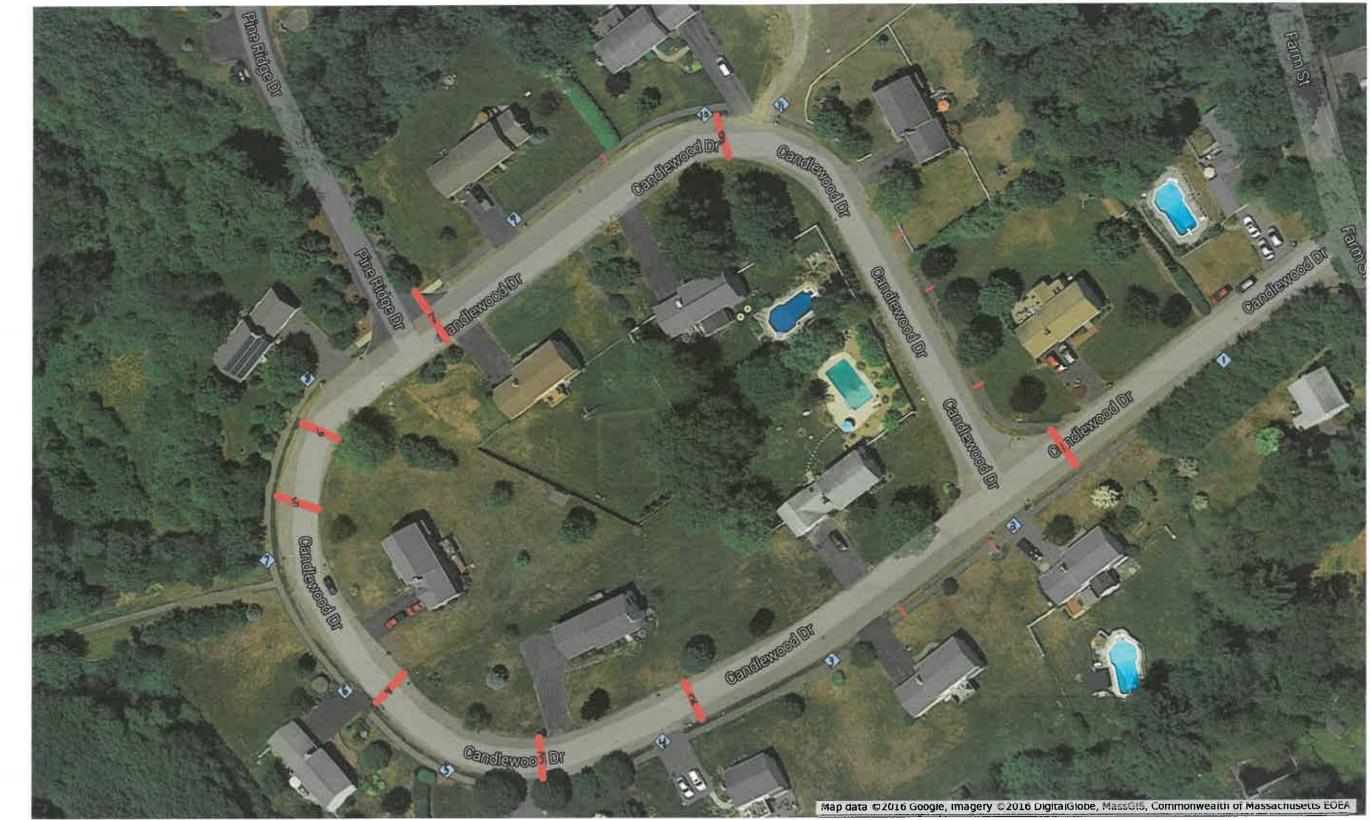
Candlewood Trenches

 Trench 1 💪 Trench 2

- 💪 Trench 3
- Trench 4
- 💪 Trench 5
- Trench 6
- 💪 Trench 7
- 💪 Trench 8

Candlewood Sidewalk Patch

- 💪 Patch 1
- 💪 Patch 2
- 💪 Patch 3
- 💪 Patch 4
- Patch 5
- 💪 Patch 6



Candlewood Drive

Candlewood Basins



Candlewood Sewer



Candlewood Misc.

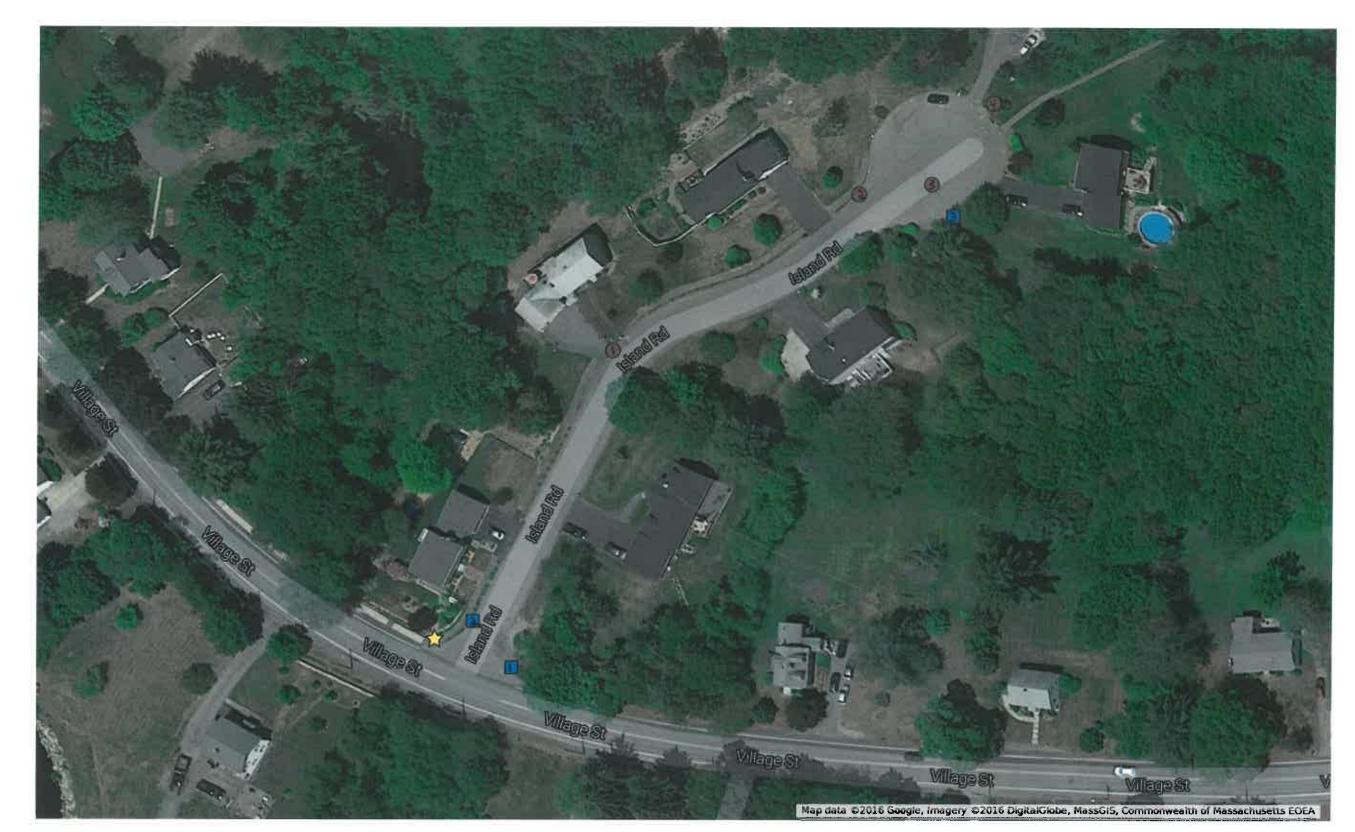


Candlewood Drive/Island Road

Island Basins

Basin 1 Basin 2 Basin 3 Island Sewer Sewer 1 Sewer 2 Sewer 3 Sewer 4

Island Misc.



Susan Affleck-Childs

From:	Jack Tucker
Sent:	Wednesday, May 03, 2017 9:56 AM
То:	Susan Affleck-Childs; David Damico
Cc:	Andy Rodenhiser
Subject:	RE: Update Regarding Candlewood, Island Road and Pine Meadow

The only that changed on Candlewood Dr. Do not have to replace the drain frame and covers # 1,2,3,5,6,7

Island Rd.

The sewer covers were covered with snow at the time. Sewer manhole #1, 2, 4, the frames do not have to be replaced but the covers need to be replaced with a cover that has the word SEWER on it.

Other than that all remains the same.

Jack Tucker Highway Superintendent Town of Medway 774-993-8418

www.townofmedway.org Facebook Twitter

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-----Original Message-----From: Susan Affleck-Childs Sent: Tuesday, May 02, 2017 2:13 PM To: David Damico Cc: Jack Tucker; Andy Rodenhiser Subject: RE: Update Regarding Candlewood, Island Road and Pine Meadow

Hi there,

Does anyone have a revised, written scope of work for improvements to Candlewood Drive and Island Road as discussed/decided on when you met with Paul Yorkis in early April?

How does the new punch list differ from the DPS punch list from July 2016? (See Attached)

This matter is before the PEDB in public hearing on May 9th so we really need to know what you agreed to.

Thanks.

Susy

Susan E. Affleck-Childs Planning and Economic Development Coordinator

Town of Medway 155 Village Street Medway, MA 02053 508-533-3291 sachilds@townofmedway.org

Town of Medway – A Massachusetts Green Community

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-----Original Message-----From: David Damico Sent: Wednesday, April 19, 2017 4:31 PM To: Susan Affleck-Childs Cc: Andy Rodenhiser ; Jack Tucker Subject: RE: Update Regarding Candlewood, Island Road and Pine Meadow

Susy,

Paul had sent the attached to Jack and I also. His synopsis of our conversation is accurate. I believe we met April 6th in my office, but I'm not entirely sure of the date. Perhaps Jack has that date. Jack and Rich Kearnan, the Assistant Highway Superintendent, had visited the site and noted what we considered major deficiencies that need to be corrected. This information was then discussed with Paul with future actions outlined, again, as stated.

Paul stated that he needed to discuss the work with the developer, get estimates, and then determine a final scope of work with us in concert with your Board. If approved, we will perform on-site inspections during the work until completion.

Please let me know if you have any further questions.

Dave DPS Director Check us out on-line at www.townofmedway.org Please remember when writing or responding, the Massachusetts Secretary of State has determined that e-mail is a public record.

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-----Original Message-----From: Susan Affleck-Childs Sent: Wednesday, April 19, 2017 1:17 PM To: David Damico Cc: Andy Rodenhiser Subject: FW: Update Regarding Candlewood, Island Road and Pine Meadow

Hi Dave,

See attached memo dated April 10th from Paul Yorkis indicating he had met with you and Jack Tucker to discuss some revisions to the DPS punch list for Candlewood Drive and Island Road.

The PEDB has asked me to confirm that such a meeting occurred. When did the meeting take place and what was the nature of the conversation? What is your understanding of next steps.

The Board continues to consider its options for this area. The next public hearing for this is May 9th which Paul has indicated he plans to attend.

Thanks.

Susy

Susan E. Affleck-Childs Planning and Economic Development Coordinator

Town of Medway 155 Village Street Medway, MA 02053 508-533-3291 sachilds@townofmedway.org

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From: Paul G. Yorkis [mailto:pgyorkis@gmail.com] Sent: Monday, April 10, 2017 5:33 AM To: Susan Affleck-Childs Cc: Jack Tucker; David Damico; Michael Boynton; Stephanie Mercandetti Subject: Update Regarding Candlewood, Island Road and Pine Meadow

Attached please find a communication regarding Candlewood, Island Road and Pine Meadow.

I will continue to keep each of you informed as we try to reach an agreeable resolution.

Paul G. Yorkis Cell 508-509-7860

Pine Ridge/Candlewood Bond Update

Bond Account Balances - Updates from Treasurer's office as of 3/31/17

Pine Ridge Bond	\$ 40,356.28
Candlewood Bond	<u>\$ 38,711.69</u>
	\$ 79,067.97

Tetra Tech punch list estimates

Pine Ridge	\$17,380	(12-8-16 estimate)
Candlewood/Island	\$56,430	(12-8-16 estimate)
Emergency access way	\$46,162	(1-26-17 estimate - construction of improvements as shown on Sheet 14 of the Pine Ridge plan)

NOTE – There are no construction service funds remaining for either the Pine Ridge or Candlewood developments to pay for any further inspection services by Tetra Tech.

sac/5-5-17

Susan Affleck-Childs

From: Sent: To: Subject: Michael Boynton Friday, May 05, 2017 3:51 PM Barbara J. Saint Andre; Susan Affleck-Childs; Stephanie Mercandetti RE: Medway Subdivisions

Hi All,

I just returned from Franklin Ford. In an effort to save cost, we found a 2016 F-250 color red. The cost of the truck alone is \$40,500 and it will require another \$7,500 for lights, radio, and equipment. The best and lowest number for the vehicle therefore is \$48,000.

MB

Sent from my Verizon 4G LTE smartphone

------ Original message ------From: "Barbara J. Saint Andre" <BSaintAndre@k-plaw.com> Date: 5/5/17 2:50 PM (GMT-05:00) To: Susan Affleck-Childs <sachilds@townofmedway.org>, Stephanie Mercandetti <smercandetti@townofmedway.org>, Michael Boynton <mboynton@townofmedway.org> Subject: FW: Medway Subdivisions

See email below from attorney Sack.

Barbara J. Saint Andre, Esq.

KP | LAW

101 Arch Street, 12th Floor Boston, MA 02110 O: (617) 556 0007 F: (617) 654 1735 bsaintandre@k-plaw.com www.k-plaw.com

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I spoke with John Claffey. He also wants this to go away by Tuesday and was very responsive to your idea concerning the fire vehicle. He would like to know from the Town what the "critical" punchlist items are to the Town. He thinks they are the ones cropped below. If the punchlist is limited to this and the access road is eliminated, he thinks we can make this work, depending on the cost of the vehicle.

I look forward to hearing from you Monday. Thank you.

The punch list prepared by the Town of Medway Depart the exception of the as built plan, crack sealing and milli Candlewood and Island Road:

\$8,200.00 (Vin Boczanowski)

The crack sealing and milling and overlay for Candlewoc

\$14,975.00 (Lorusso Corporation)

The removal and disposal of brush and grass clippings an brush in the detention basin per Conservation Commissi

\$9,000.00 (Vin Boczanowski)

William D. Sack, Esquire

Jepsky & Sack

1000 Franklin Village Drive

Suite 102

Franklin, MA 02038

phone: 508-520-3300

fax: 508-528-6069

Email: bsack@jepskysack.com

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May 9, 2017 Medway Planning & Economic Development Board Meeting

Tetra Tech Construction Reports

- Village Estates/Bedalia Lane 5/2/17
- 2 Marc Road Report #17 4/12/17
- 2 Marc Road Report #18 4/12/17
- 2 Marc Road Report #19 4/20/17
- 2 Marc Road Report #20 5/2/17
- 2 Marc Road Report #21 5/4/17
- The Haven Report #1 3/22/17
- The Haven Report #2 5/2/17
- Cumberland Farms Landscape Inspection Report – 5/8/17

Susan Affleck-Childs

From: Sent: To: Subject: Attachments: Bouley, Steven <Steven.Bouley@tetratech.com> Tuesday, May 02, 2017 3:56 PM Susan Affleck-Childs RE: visit with Wayne Brundage re Village Estates Brundage Flooding.pdf

Hi Susy,

I met with Wayne Brundage this morning at his property. We spoke about the following items:

- Historical grades on the Village Estates property: Mr. Brundage stated that prior to the existing conditions survey being completed for the Village Estates project, the applicant regraded the lot to divert stormwater (which once ran to the north toward the wetland system) to the south toward Village Street and Mr. Brundage's property. He is concerned since the original topography of the site was never picked up on the survey and that his property has had a history of being flooded since that regrading, see attached photo. It appears proposed grading needs to be completed on the project site to meet the approved plan north of the existing house on the Village Estates property. I requested this area be added to the as-built plans from when it was reviewed a few months ago and would need to see it to confirm if the grading has been substantially completed. I don't believe it has been completed since the proposed house has not been finalized and grading this area will largely depend on layout of the foundation. I would consider this a high importance item as if we do receive a larger rain event, Mr. Brundage's property could be at risk.
- 2. **Stone swale along the northeast property edge:** I expressed that this item is on the punch list to be completed and will most likely occur once house construction is finalized.
- 3. Size of the proposed house(s): Mr. Brundage was concerned that the size of the proposed house is not going to be as shown on the plans. He had a print-out from an online resource showing the proposed house plans. The original plan called for a duplex to be constructed at the site but Mr. Brundage found plans which call for two cape-style houses being connected with a small breezeway. I asked him to speak with Jack Mee or yourself since I didn't know what this would affect as far as the subdivision approval. Any change to the house size shouldn't affect stormwater since the roof is being discharged to subsurface infiltration chambers
- 4. Proposed sewer change: I stated I had been shown a proposed change by Mr. Santoro to install the sewer service for the proposed house between Mr. Brundage's property and the existing house at Village Estates. Mr. Brundage did not know of this change and I asked him to speak with yourself for clarification on the change. I have since recalled that the change may have resulted from Mr. Santoro speaking with DPS as to how they would prefer the proposed sewer tie-into the existing sewer main. I have a message into the sewer department to confirm where DPS prefers the sewer connection occur.

As a recommendation I would suggest Mr. Santoro prevent runoff from entering Mr. Brundage's property until proposed grading has been completed. Mr. Santoro's engineer can come up with a plan to mitigate this to ensure all runoff is maintained on-site prior to final grading.

Please let me know if you need anything else, thanks.

Steve

From: Susan Affleck-Childs [mailto:sachilds@townofmedway.org]
Sent: Monday, May 01, 2017 3:28 PM
To: Bouley, Steven <Steven.Bouley@tetratech.com>
Subject: RE: visit with Wayne Brundage re Village Estates

Thanks for setting this up.

Susy

Susan E. Affleck-Childs Planning and Economic Development Coordinator

Town of Medway 155 Village Street Medway, MA 02053 508-533-3291 sachilds@townofmedway.org

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From: Bouley, Steven [mailto:Steven.Bouley@tetratech.com]
Sent: Monday, May 01, 2017 3:24 PM
To: Susan Affleck-Childs
Subject: RE: visit with Wayne Brundage re Village Estates

Hi Susy,

I am going to meet him on-site tomorrow morning at 9:00 A.M. His main concern is the way the land is pitched and I expressed that the land is pitched per the approved plan. I also expressed that there is a punch list for the project and that the work is not complete. He wasn't able to send me the photos since he no longer has the camera.

He also started speaking of Russ's plans for the houses on the lot. I asked him to speak to you regarding anything with the houses and you can point him in the right direction.

Steve

From: Susan Affleck-Childs [mailto:sachilds@townofmedway.org]
Sent: Monday, May 01, 2017 3:03 PM
To: Bouley, Steven <<u>Steven.Bouley@tetratech.com</u>>
Subject: visit with Wayne Brundage re Village Estates

Hi,

Please let me know when you are going to meet. I will let Andy R know.

Susy

Susan E. Affleck-Childs

Planning and Economic Development Coordinator

Town of Medway 155 Village Street Medway, MA 02053 508-533-3291 sachilds@townofmedway.org

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Tetra Tech		
100 Nickerson Road		
Marlborough, MA 01752		
Project	Date	Report No.
2 Marc Road	04-12-2017	17
Location	Project No.	Sheet 1 of
Marc Road	143-21583-16009	2
Contractor	Weather	Temperature
Rosenfeld	A.M. SUNNY	A.M. 60°
Jon Rosenfeld	P.M.	P.M.
FI	ELD OBSERVATIONS	

On Wednesday, April 13, 2017 Steven Bouley from Tetra Tech (TT) visited the project site to inspect current condition and construction progress. The following observations were made:

1. Observations

- A. The contractor was in the process of installing the proposed 6' First Defense water quality unit upon arrival on-site. However, the contractor was having issues dewatering the excavation and was unable to set the structure during the inspection period. The contractor will setup dewatering and attempt to install the structure tomorrow.
- B. The contractor has replaced the construction entrance to the standard shown on the plans and appears to be operating as designed. However, sediment remains on the roadway (Marc Road) which blows around when traffic drives over it or wind blows it around. Regular sweeping of the roadway shall be conducted.

CONTRACTOR'S FORCE	AND EQUIPMENT
CONTRACTOR STOREL	

			Asphalt Paver	Dept. or Company	Description of Work
1	Backhoe		Asphalt Reclaimer		
1	Loader	1	Vib. Roller		
	Rubber Tire Backhoe/Loader		Static Roller		
2	Bobcat		Vib. Walk Comp.		
	Hoeram		Compressor		
	Excavator	1	Jack Hammer		
	Grader		Power Saw		
	Crane		Conc. Vib.		
	Scraper		Rock Crusher		
	Articulating Dump Truck		Chipper		
	Conc. Truck		Screener	OFFICIAL VISITORS TO JOB	
	Pickup Truck		Drill Rig		
	Dump Truck 6 Whl		Boom Lift		
	Dump Truck 10 Whl		Water Truck		
	Dump Truck 14 Whl		Lull		
	Dump Truck 18 Whl		Gradall		
				RESIDENT REPRE	SENTATIVE FORCE
l:30 A.N	М.			Name	Name
Work:					
				Resident Representative: Stev	e Bouley
		Rubber Tire Backhoe/Loader Bobcat Hoeram Excavator Grader Crane Scraper Articulating Dump Truck Conc. Truck Pickup Truck Dump Truck 6 Whl Dump Truck 10 Whl Dump Truck 18 Whl	Rubber Tire Backhoe/Loader 2 Bobcat Hoeram 1 Excavator 1 Grader 1 Crane 1 Scraper 1 Articulating Dump Truck 1 Dump Truck 1 Dump Truck 6 Whl 1 Dump Truck 10 Whl 1 Dump Truck 18 Whl 1	1 Loader 1 Vib. Roller Rubber Tire Backhoe/Loader Static Roller 2 Bobcat Vib. Walk Comp. Hoeram Compressor Excavator 1 Jack Hammer Grader Power Saw Crane Conc. Vib. Scraper Rock Crusher Articulating Dump Truck Chipper Conc. Truck Screener Pickup Truck Drill Rig Dump Truck 6 Whl Boom Lift Dump Truck 10 Whl Water Truck Dump Truck 18 Whl Gradall	1 Loader 1 Vib. Roller Image: Static Roller 2 Bobcat Vib. Walk Comp. Image: Static Roller Image: Static Roller 2 Bobcat Vib. Walk Comp. Image: Static Roller Image: Static Roller 4 Hoeram Compressor Image: Static Roller Image: Static Roller 4 Hoeram Compressor Image: Static Roller Image: Static Roller 4 Hoeram Compressor Image: Static Roller Image: Static Roller 5 Excavator 1 Jack Hammer Image: Static Roller 6 Grader Power Saw Image: Static Roller Image: Static Roller 6 Grader Conc. Vib. Image: Static Roller Image: Static Roller 7 Articulating Dump Truck Chipper Image: Streener OFFICIAL VIS 8 Pickup Truck Drill Rig Image: Streener OFFICIAL VIS 9 Dump Truck 6 Whl Boom Lift Image: Streener Image: Streener 9 Dump Truck 14 Whl Lull Image: Streener Image: Streener 9 Dump Tr

Project	Date	Report No.		
2 Marc Road	04-12-2017	17		
Location	Project No.	Sheet 2 of		
Marc Road	143-21583-16009	2		
Contractor	Weather	Temperature		
Rosenfeld	A.M. SUNNY	A.M. 60°		
Jon Rosenfeld	P.M.	P.M.		
FIELD OBSERVATIONS CONTINUED				

2. Schedule

A. TT will continue to monitor the site as construction continues.

3. New Action Items

A. N/A

4. Previous Open Action Items

- A. Applicant/contractor to determine cause of standing water in swales and ensure final stabilized swales are clean of all sediment. **TT Update: The engineer of record (Dan Merrikin) is aware of the issue and stated he has met with the conservation agent and that the issue will be dealt with spring 2017, TT will follow-up at that time.**
- B. It is recommended the contractor maintain the construction entrance as well as sweep existing pavement on Marc Road. TT Update: The contractor has replaced the construction entrance with 6"± rip-rap per the detail. However, sediment remains on the roadway. Regular sweeping of the roadway should be conducted.
- 5. Materials Delivered to Site Since Last Inspection: A. N/A

'etra Tech		
00 Nickerson Road		
Iarlborough, MA 01752		
roject	Date	Report No.
Marc Road	04-13-2017	18
ocation	Project No.	Sheet 1 of
Aarc Road	143-21583-16009	2
ontractor	Weather	Temperature
losenfeld	A.M. SUNNY	A.M. 60°
on Rosenfeld	P.M.	P.M.
FIELD OBS	SERVATIONS	
 Observations A. The contractor was in the process of setting The unit was bedding a layer of 1.5" crushe today and will install the outlet pipe next was 	ed stone. The contractor had connecte	
B. The contractor will begin installing the 4' d located directly west of the 6' downstream		it next week;

CONTRACTOR'S FORCE AND EQUIPMENT

CONTRACTOR STORES AND EQUITIENT				WORK DOILE DI OTTIERS			
Sup't		Bulldozer		Asphalt Paver		Dept. or Company	Description of Work
Foreman	1	Backhoe		Asphalt Reclaimer			
Laborers	1	Loader		Vib. Roller			
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.		Bobcat		Vib. Walk Comp.			
Carpenters		Hoeram		Compressor			
Masons		Excavator	1	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flag persons		Scraper		Rock Crusher			
Surveyors		Articulating Dump Truck		Chipper			
Driller		Conc. Truck		Screener		OFFICIAL VISITORS TO JOE	
Blast Crew		Pickup Truck	1	Drill Rig			
Sewer/Water Tester		Dump Truck 6 Whl		Boom Lift			
Town Inspector		Dump Truck 10 Whl		Water Truck			
		Dump Truck 14 Whl		Lull			
		Dump Truck 18 Whl		Gradall			
Police Details:				·		RESIDENT REPRESENTATIVE FORCE	
Time on site: 9:00 A.M	11:45 A.I	М.				Name	Name
CONTRACTOR'S Hours	of Work:						
					Re	sident Representative: Fran	k Guthman

Project	Date	Report No.		
2 Marc Road	04-13-2017	18		
Location	Project No.	Sheet 2 of		
Marc Road	143-21583-16009	2		
Contractor	Weather	Temperature		
Rosenfeld	A.M. SUNNY	A.M. 60°		
Jon Rosenfeld	P.M.	P.M.		
FIELD OBSERVATIONS CONTINUED				

2. Schedule

A. TT will continue to monitor the site as construction continues.

3. New Action Items

A. N/A

4. Previous Open Action Items

- A. Applicant/contractor to determine cause of standing water in swales and ensure final stabilized swales are clean of all sediment. **TT Update: The engineer of record (Dan Merrikin) is aware of the issue and stated he has met with the conservation agent and that the issue will be dealt with spring 2017, TT will follow-up at that time.**
- 5. Materials Delivered to Site Since Last Inspection:

A. N/A

Tetra Tech		
100 Nickerson Road		
Marlborough, MA 01752		
Project	Date	Report No.
2 Marc Road	04-20-2017	19
Location	Project No.	Sheet 1 of
Marc Road	143-21583-16009	2
Contractor	Weather	Temperature
Rosenfeld	A.M. SUNNY	А.М. 60°
Jon Rosenfeld	P.M.	P.M.
FIELD OBSERVATIONS		
On Thursday, April 20, 2017 Frank Guthman from Tetra Tech (TT) vis current condition and construction progress. The following observation	1 0	o inspect the

1. Observations

- A. The contractor was in the process of installing a rip-rap apron on the bank of the swale around the outlet pipes of the two first defense water quality units that tie into the swale adjacent to the southeast corner of the building
- B. The contractor plans to backfill the sewer pipe that runs parallel to the west side of the building; tying into the previously installed gas/oil interceptor.

CONTRACTOR'S FORCE AND EQUIPMENT

Sup't		Bulldozer		Asphalt Paver	Dept. or Company	Description of Work
Foreman	1	Backhoe		Asphalt Reclaimer		
Laborers	1	Loader	1	Vib. Roller		
Drivers		Rubber Tire Backhoe/Loader		Static Roller		
Oper. Engr.		Bobcat		Vib. Walk Comp.		
Carpenters		Hoeram		Compressor		
Masons		Excavator	1	Jack Hammer		
Iron Workers		Grader		Power Saw		
Electricians		Crane		Conc. Vib.		
Flag persons		Scraper		Rock Crusher		
Surveyors		Articulating Dump Truck		Chipper		
Driller		Conc. Truck		Screener	OFFICIAL VIS	SITORS TO JOB
Blast Crew		Pickup Truck	1	Drill Rig		
Sewer/Water Tester		Dump Truck 6 Whl		Boom Lift		
Town Inspector		Dump Truck 10 Whl		Water Truck		
		Dump Truck 14 Whl		Lull		
		Dump Truck 18 Whl		Gradall		
Police Details:					RESIDENT REPRE	SENTATIVE FORCE
Time on site: 9:00 A.M 1	1:30 A.M	И.			Name	Name
CONTRACTOR'S Hours o	f Work:					
					Resident Representative: Fran	k Guthman

Project	Date	Report No.
2 Marc Road	04-20-2017	19
Location	Project No.	Sheet 2 of
Marc Road	143-21583-16009	2
Contractor	Weather	Temperature
Rosenfeld	A.M. SUNNY	A.M. 60°
Jon Rosenfeld	P.M.	P.M.
FIEL	D OBSERVATIONS CONTINUED	

- 2. Schedule
 - A. The contractor will begin backfilling the sewer pipe that runs parallel to the west side of the building.
 - B. The contractor will begin installing the outlet control structures located in the infiltration basins per the approved plan details.
 - C. TT will continue to monitor the site as construction continues.
- 3. New Action Items
 - A. N/A
- 4. Previous Open Action Items
 - A. Applicant/contractor to determine cause of standing water in swales and ensure final stabilized swales are clean of all sediment. **TT Update: The engineer of record (Dan Merrikin) is aware of the issue and stated he has met with the conservation agent and that the issue will be dealt with spring 2017, TT will follow-up at that time.**
- 5. Materials Delivered to Site Since Last Inspection: A. N/A

Tetra Tech		
100 Nickerson Road		
Marlborough, MA 01752 Project	Date	Report No.
2 Marc Road	05-02-2017	1
		20
Location	Project No.	Sheet 1 of
Marc Road	143-21583-16009	2
Contractor	Weather	Temperature
Rosenfeld	A.M. SUNNY	A.M. 60°
Jon Rosenfeld	P.M.	P.M.
FIELD	OBSERVATIONS	
 condition and construction progress. The following Observations 	g observations were made:	
A. The contractor has excavated proposed excavation in preparation for tapping to be in good condition for tapping to take	o take place on Thursday 5/4. Existing wa	-
B. Contractor also excavating for proposed entrance.	d generator pad located adjacent to the pro-	oposed eastern
C. Contractor recently completed sewer m	nain installation from proposed gas/oil inte t.) and plans to loam and seed proposed in	

CONTRACTOR'S FORCE AND EQUIPMENT

coming weeks.

			-			
Sup't		Bulldozer		Asphalt Paver	Dept. or Company	Description of Work
Foreman	1	Backhoe		Asphalt Reclaimer		
Laborers	1	Loader	1	Vib. Roller		
Drivers		Rubber Tire Backhoe/Loader		Static Roller		
Oper. Engr.		Bobcat		Vib. Walk Comp.		
Carpenters		Hoeram		Compressor		
Masons		Excavator	1	Jack Hammer		
Iron Workers		Grader		Power Saw		
Electricians		Crane		Conc. Vib.		
Flag persons		Scraper		Rock Crusher		
Surveyors		Articulating Dump Truck		Chipper		
Driller		Conc. Truck		Screener	OFFICIAL VIS	SITORS TO JOB
Blast Crew		Pickup Truck	1	Drill Rig		
Sewer/Water Tester		Dump Truck 6 Whl		Boom Lift		
Town Inspector		Dump Truck 10 Whl		Water Truck		
		Dump Truck 14 Whl		Lull		
		Dump Truck 18 Whl		Gradall		
Police Details:					RESIDENT REPRE	SENTATIVE FORCE
Time on site: 11:00 A.M 12	2:00 P.	М.			Name	Name
CONTRACTOR'S Hours of	Work:					
					Resident Representative: Stev	e Bouley

Project	Date	Report No.
2 Marc Road	05-02-2017	20
Location	Project No.	Sheet 2 of
Marc Road	143-21583-16009	2
Contractor	Weather	Temperature
Rosenfeld	A.M. SUNNY	A.M. 60°
Jon Rosenfeld	P.M.	P.M.
FIEL	D OBSERVATIONS CONTINUED	

2. Schedule

A. TT will continue to monitor the site as construction continues.

3. New Action Items

A. N/A

4. Previous Open Action Items

- A. Applicant/contractor to determine cause of standing water in swales and ensure final stabilized swales are clean of all sediment. **TT Update: The engineer of record (Dan Merrikin) is aware of the issue and stated he has met with the conservation agent and that the issue will be dealt with spring 2017, TT will follow-up at that time.**
- 5. Materials Delivered to Site Since Last Inspection:

A. N/A

Tetra Tech		
100 Nickerson Road		
Marlborough, MA 01752		
Project	Date	Report No.
2 Marc Road	05-04-2017	21
Location	Project No.	Sheet 1 of
Marc Road	143-21583-16009	2
Contractor	Weather	Temperature
Rosenfeld	A.M.	A.M.
Jon Rosenfeld	P.M. SUNNY	р.м. 70°
FIELD OBSERV	ATIONS	
On Thursday, May 4, 2017 Steve Bouley from Tetra Tech condition and construction progress. The following observation	10	spect the current
1. Observations		
A. The contractor is in the process of tapping the e domestic service and fire service. Contractor cle tapping sleeve and torqued all bolts, performed	eaned surface of existing main, pl	laced proposed

corporation stops. Town water department also expected to inspect the installation.

CONTRACTOR'S FORCE AND EQUIPMENT

		ACTOR 5 TORCE AND EX	•		IL DI OIIIERS	
Sup't		Bulldozer	Asphalt Paver	Dept. or Company	Description of Work	
Foreman	2	Backhoe	Asphalt Reclaimer	Winwater	Water Tap	
Laborers	3	Loader	Vib. Roller			
Drivers		Rubber Tire Backhoe/Loader	Static Roller			
Oper. Engr.		Bobcat	Vib. Walk Comp.			
Carpenters		Hoeram	Compressor			
Masons		Excavator	Jack Hammer			
Iron Workers		Grader	Power Saw			
Electricians		Crane	Conc. Vib.			
Flag persons		Scraper	Rock Crusher			
Surveyors		Articulating Dump Truck	Chipper			
Driller		Conc. Truck	Screener	OFFICIAL V	ISITORS TO JOB	
Blast Crew		Pickup Truck	Drill Rig			
Sewer/Water Tester		Dump Truck 6 Whl	Boom Lift			
Town Inspector		Dump Truck 10 Whl	Water Truck			
		Dump Truck 14 Whl	Lull			
		Dump Truck 18 Whl	Gradall			
Police Details:		· ·		RESIDENT REPR	RESIDENT REPRESENTATIVE FORCE	
Time on site: 11:00 A.M 1	2:30 P	.M.		Name	Name	
CONTRACTOR'S Hours of	Work:					
				Resident Representative: St	eve Bouley	

Project	Date	Report No.			
2 Marc Road	05-04-2017	21			
Location	Project No.	Sheet 2 of			
Marc Road	143-21583-16009	2			
Contractor	Weather	Temperature			
Rosenfeld	A.M.	A.M.			
Jon Rosenfeld	P.M. SUNNY	р.м. 70°			
FIELD OBSERVATIONS CONTINUED					

2. Schedule

A. TT will continue to monitor the site as construction continues.

3. New Action Items

A. N/A

4. Previous Open Action Items

- A. Applicant/contractor to determine cause of standing water in swales and ensure final stabilized swales are clean of all sediment. **TT Update: The engineer of record (Dan Merrikin) is aware of the issue and stated he has met with the conservation agent and that the issue will be dealt with spring 2017, TT will follow-up at that time.**
- 5. Materials Delivered to Site Since Last Inspection:

A. N/A

Tetra Tech		
100 Nickerson Road		
Marlborough, MA 01752		
Project	Date	Report No.
The Haven	03-22-2017	01
Location	Project No.	Sheet 1 of
Fisher Street	143-21583-17003	2
Contractor	Weather	Temperature
Phil George	A.M. SUNNY	А.М. 30°
General Excavating Co.	P.M.	P.M.
FI	ELD OBSERVATIONS	

On Wednesday, March 22, 2017 Steve Bouley from Tetra Tech (TT) visited the project site to inspect the current condition of the site and construction progress. The following observations were made:

1. Observations

- A. The contractor is in the process of removing and stockpiling topsoil within the proposed roadway limit. Once complete, roadway subgrade will be inspected to determine presence of any organic material prior to start of roadway subbase installation.
- B. Erosion controls have been installed, reviewed and approved by the conservation agent.

CONTRACTOR'S FORCE AND EQUIPMENT

Sup't	1	Bulldozer		Asphalt Paver	Dept. or Company	Description of Work
	1				Dept. of Company	Description of work
Foreman		Backhoe		Asphalt Reclaimer		
Laborers		Loader		Vib. Roller		
Drivers		Rubber Tire Backhoe/Loader	1	Static Roller		
Oper. Engr.	1	Bobcat		Vib. Walk Comp.		
Carpenters		Hoeram		Compressor		
Masons		Excavator	1	Jack Hammer		
Iron Workers		Grader		Power Saw		
Electricians		Crane		Conc. Vib.		
Flag persons		Scraper		Rock Crusher		
Surveyors		Articulating Dump Truck		Chipper		
Driller		Conc. Truck		Screener	OFFICIAL VIS	SITORS TO JOB
Blast Crew		Pickup Truck	2	Drill Rig		
Sewer/Water Tester		Dump Truck 6 Whl		Boom Lift		
Town Inspector		Dump Truck 10 Whl		Water Truck		
		Dump Truck 14 Whl		Lull		
		Dump Truck 18 Whl		Gradall		
Police Details:					RESIDENT REPRE	SENTATIVE FORCE
Time on site: 9:00 A.M	10:00 A.M	М.			Name	Name
CONTRACTOR'S Hours	of Work:					
					Resident Representative: Stev	e Bouley

Project	Date	Report No.
The Haven	03-22-2017	01
Location	Project No.	Sheet 2 of
Fisher Street	143-21583-17003	2
Contractor	Weather	Temperature
Phil George	A.M. SUNNY	А.М. 30°
General Excavating Co.	P.M.	P.M.
FIELD OI	BSERVATIONS CONTINUED	-

2. Schedule

A. TT will inspect the site as construction progresses throughout the project.

3. New Action Items

A. N/A

4. Previous Open Action Items A. N/A

5. Materials Delivered to Site Since Last Inspection: A. N/A

Tetra Tech		
100 Nickerson Road		
Marlborough, MA 01752		
Project	Date	Report No.
The Haven	05-02-2017	02
Location	Project No.	Sheet 1 of
Fisher Street	143-21583-17003	2
Contractor	Weather	Temperature
Phil George	A.M. SUNNY	А.М. 65°
General Excavating Co.	P.M.	P.M.
FI	ELD OBSERVATIONS	

On Tuesday, May 2, 2017 Steve Bouley from Tetra Tech (TT) visited the project site to inspect the current condition of the site and construction progress. The following observations were made:

1. Observations

- A. The contractor has cleared the proposed roadway area and excavated to subgrade depth. Subgrade material appears to be sandy with pockets of silty sand with no signs of organic material present. Subgrade appears to be adequate for roadway construction to commence.
- B. Contractor is in the process of excavating for proposed Infiltration Trenches as shown on the approved plans. The bottom of excavation consisted of course grained sand with no trace of silt or other soil materials which may inhibit infiltration.

CONTRACTOR'S FORCE AND EQUIPMENT

Sup't		Bulldozer		Asphalt Paver	Dept. or Company	Description of Work
Foreman		Backhoe		Asphalt Reclaimer		*
Laborers		Loader		Vib. Roller		
Drivers		Rubber Tire Backhoe/Loader		Static Roller		
Oper. Engr.	1	Bobcat		Vib. Walk Comp.		
Carpenters		Hoeram		Compressor		
Masons		Excavator	1	Jack Hammer		
ron Workers		Grader		Power Saw		
Electricians		Crane		Conc. Vib.		
Flag persons		Scraper		Rock Crusher		
Surveyors		Articulating Dump Truck		Chipper		
Driller		Conc. Truck		Screener	OFFICIAL VI	SITORS TO JOB
Blast Crew		Pickup Truck		Drill Rig		
Sewer/Water Tester		Dump Truck 6 Whl		Boom Lift		
Fown Inspector		Dump Truck 10 Whl		Water Truck		
		Dump Truck 14 Whl		Lull		
		Dump Truck 18 Whl		Gradall		
Police Details:					RESIDENT REPRE	SENTATIVE FORCE
Time on site: 9:00 A.M 10	:00 A.N	И.			Name	Name
CONTRACTOR'S Hours of	Work:					
					Resident Representative: Stev	ze Boulev

Project	Date	Report No.
The Haven	05-02-2017	02
Location	Project No.	Sheet 2 of
Fisher Street	143-21583-17003	2
Contractor	Weather	Temperature
Phil George	A.M. SUNNY	A.M. 65°
General Excavating Co.	P.M.	P.M.
FIELD (DBSERVATIONS CONTINUED	

- 2. Schedule
 - A. The contractor plans to install the Infiltration Trench structures this week. TT will inspect prior to backfill.
- 3. New Action Items A. N/A
- 4. Previous Open Action Items A. N/A
- 5. Materials Delivered to Site Since Last Inspection: A. N/A

Susan Affleck-Childs

From:	Bouley, Steven <steven.bouley@tetratech.com></steven.bouley@tetratech.com>
Sent:	Monday, May 08, 2017 11:39 AM
То:	Susan Affleck-Childs
Subject:	RE: Medway Cumberland Farms Landscaping
Attachments:	Memo_Medway-Cumberland Farms Landscape Punch List_2016-06-24 (revised 20pdf

Hi Susy,

Please see attached report for Cumberland Farms. As I stated last week the major items are the dying trees adjacent to the "rock outcrop" area along Route 109. They plan to top (cut the top off of the trees) those trees to try to save them and they are replacing the dead tree adjacent to the CF sign. The landscape contractor believes that a majority of the islands are planted at capacity and adding the small ground covers may cause issues with overcrowding and proper maintenance, I would agree with that assessment.

I recommend we maintain the major action items (tree work/replacement) and forego the requirements to plant the smaller ground covers as planting them may do more harm than good.

Let me know if you need anything else, thanks.

Steve

From: Susan Affleck-Childs [mailto:sachilds@townofmedway.org]
Sent: Tuesday, April 25, 2017 11:43 AM
To: Bouley, Steven <Steven.Bouley@tetratech.com>
Subject: RE: Medway Cumberland Farms Landscaping

Perfect. Thanks.

Susy

Susan E. Affleck-Childs Planning and Economic Development Coordinator

Town of Medway 155 Village Street Medway, MA 02053 508-533-3291 sachilds@townofmedway.org

Town of Medway - A Massachusetts Green Community

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From: Bouley, Steven [mailto:Steven.Bouley@tetratech.com]
Sent: Tuesday, April 25, 2017 11:04 AM
To: Thomas Cacciola; Chris Connors
Cc: Guthman, Frank; Susan Affleck-Childs
Subject: Medway Cumberland Farms Landscaping

Tom/Chris,

We have noticed that the trees on-site haven't changed much since our meeting last summer and one additional tree has died since then (near the sign). We would like to conduct a follow-up meeting with you in order to rectify some of these issues with the landscaping and hopefully close out any issues the town has with the site. Please let me know when you are free this week and I will have Frank meet you on-site. I also attached the response letter you sent over last year after our meeting. Let me know if you have any questions, thanks.

Steve

Steven M. Bouley, EIT | Senior Project Engineer Direct: 508.786.2382 | Main: 508.786.2200 | Fax: 508.786.2201 steven.bouley@tetratech.com

Tetra Tech, Inc. | Water, Environment and Infrastructure Marlborough Technology Park | 100 Nickerson Road, Suite 200 | Marlborough, MA 01752 www.tetratech.com

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To:	Susan Affleck-Childs – Medway Planning and Economic Development Board Coordinator
Cc:	
From:	Steven Bouley, EIT – Tetra Tech Frank Guthman III – Tetra Tech
Date:	May 8, 2017
Subject:	Cumberland Farms Landscape Punch List

On June 1, 2016 at the request of the Medway Planning and Economic Development Board (PEDB), Tetra Tech (TT) conducted a site inspection of the current landscape conditions per **Section VII Specific Conditions K.1-K.2** of the "Cumberland Farms at Medway Gardens Special Permit and Site Plan Decision" dated February 4, 2014. The site, located at 38 Summer Street in Medway, was inspected and a punch list generated of landscape items which require maintenance or replacement by the Applicant. The inspections were conducted based upon the approved Site Plan Set titled "Site Plan Set for Cumberland Farms, 38 Summer Street (Route 126), Medway, MA 02053" dated February 13, 2014.

On June 24, 2016 at the request of the Medway Planning and Economic Development Board (PEDB), Tetra Tech (TT) conducted a site inspection of the current landscape conditions per **Section VII Specific Conditions K.1-K.2** of the "Cumberland Farms at Medway Gardens Special Permit and Site Plan Decision" dated February 4, 2014. The site, located at 38 Summer Street in Medway, was inspected and a punch list generated of landscape items which require maintenance or replacement by the Applicant. The inspections were conducted based upon the approved Site Plan Set titled "Site Plan Set for Cumberland Farms, 38 Summer Street (Route 126), Medway, MA 02053" dated February 13, 2014. Please see Table 1 below for a full itemized list of items that still need to be addressed.

On April 27, 2017 at the request of the Medway Planning and Economic Development Board (PEDB), Tetra Tech (TT) and representatives from Cumberland Farms (CF) and Greenscape Landscaping (GL) conducted a site inspection of the current landscape conditions per **Section VII Specific Conditions K.1-K.2** of the "Cumberland Farms at Medway Gardens Special Permit and Site Plan Decision" dated February 4, 2014. The site was inspected and the previous punch list dated June 24, 2016 was revised for items which require maintenance or replacement by the Applicant.

The following is a list of items and issues that should be repaired or replaced. TT updates and CF responses are listed below original comments:

Landscape

- Areas on the approved Site Plan Set labeled "Lawn Grass" are overgrown with crabgrass, weeds, and wild flowers. TT recommends these areas be repaired and maintained to their approved design condition. (See Photo 1-5)
 - TT 06/24/16 Update: It appears the Landscape Contractor has addressed this issue by mowing the overgrown "Lawn Grass" sections and reseeding areas of dead grass. However, there is still an abundance of weeds growing in the "Lawn Grass" sections that require attention. TT will revisit the site at a later date to ensure new grass has been established.

- CF 07/21/16 Response: Week of 6/9/16 CF contracted Greenscape Landscaping to removed 1" to 2" of topsoil in affected areas with bobcat and replaced with ½ screened topsoil. Spike aerated remaining areas. Treated for weeds, top-dressed the aerated areas and hydroseeded the affected areas.
 - TT 05/08/17 Update: Dead grass was observed throughout the "lawn grass" areas. GL will reseed areas of dead grass during their spring landscape cleaning and treat the areas to remove crab grass and other weeds. TT will revisit the site upon completion of the cleaning to verify these issues have been properly addressed.
- 2. Various trees located throughout the site have either died or are in the process of dying due to a lack of proper maintenance. TT recommends these trees be removed and replaced in kind with species designated on the plant material list. The Applicant shall then maintain these trees in accordance with the Decision. (See Photo 6-9)
 - TT 06/24/16 Update: It appears the Landscape Contractor has not fully addressed or replaced the trees that are either dead or in the process of dying. Please see Table 1 below for a full list of the trees that require attention.
 - CF 07/21/16 Response: Please see specifics below
 - TT 05/08/17 Update: It appears two fraser fir trees, located in the flower bed containing the blast rock adjacent to Milford Street, are dying from the top down. GL recommended topping the trees in order to potentially improve their overall health. Furthermore, one fraser fir tree, located in the planting bed adjacent to the CF sign at the intersection of Milford Street and Summer Street, has died. The contractor will remove and replace the tree in kind. TT will revisit the site upon completion of the spring maintenance to ensure the vegetation is healthy.
- 3. Various flowers, groundcover and shrubs have either died or are in the process of dying due to a lack of proper maintenance. TT recommends these plants be removed and replaced in kind with species designated on the plant material list. The Applicant shall then maintain these plants in accordance with the Decision. (See Photo 10-14)
 - TT 06/24/16 Update: It appears the Landscape Contractor has not fully addressed or replaced the shrubs/groundcover/etc. that are either dead or in the process of dying. Please see Table 1 below for a full list of the shrubs/groundcover/etc. that require attention.
 - CF 07/21/16 Response: Please see specifics below
 - TT 05/08/17 Update: It appears the contractor has removed and replaced the dead flowers, groundcover and shrubs in kind per the approved plan. The contractor will clean and treat the flowers, groundcover and shrubs as needed during their spring cleaning/maintenance. TT will revisit the site upon completion of the spring maintenance to ensure the vegetation is healthy.
- 4. It appears the irrigation system is not functioning as designed due to the length of the grass and shrubs. Water spraying from the irrigation heads is being blocked by the overgrown vegetation preventing water from reach necessary plantings.

- TT 06/24/16 Update: It appears the Landscape Contractor has addressed this issue by cutting back most of the overgrown vegetation blocking the sprinkler heads. TT will conduct a future site inspection to ensure proper hydration and growth of the approved plants and lawn grass areas.
 - CF 07/21/16 Response: A faulty well head was replaced. System repairs have been made and sprinkler system is functioning properly. System operating time has been extended.
 - TT 05/08/17 Update: Cumberland Farms maintenance stated the sprinkler system pump has been replaced and is now providing adequate hydration to the flower beds and lawn grass areas.

Parking Lot

- 5. The parking areas require sweeping as cigarette butts, trash and mulch has washed into the parking areas and is collecting against the sloped granite edging and is generally blowing around the site. These items are also washing into the catch basins which could potentially cause issues to downstream infrastructure if not properly maintained. (See Photo 17-18)
 - TT 06/24/16 Update: It appears the Landscape Contractor has not yet addressed this item. There remains an abundance of trash in the lot and plants beds and the catch basins have yet to be cleaned.
 - CF 07/21/16 Response: Greenscape Landscaping is contracted to service this site on a weekly basis.
 - TT 05/08/17 Update: It appears the parking lot and adjacent planting beds have accumulated sand and trash debris. GL stated they plan to sweep the lot and conduct spring cleaning of the planting beds in the coming weeks. TT will revisit the site upon completion of the spring maintenance to determine if these items have been completed.

			Table 1
Section	Symbol	Approved Qty	Comments
#1	JS	4	All plants accounted for and all appear to be in good health.
	PH	6	1 Missing, the rest appear to be in good health.
	CA	4	All plants accounted for and all appear to be in good health.
CF Response #1			Bed is full after plants have matured – missing 1 gallon ornamental grass.
#2	GT	1	All plants accounted for and all appear to be in good health.
	JS	7	All plants accounted for and all appear to be in good health.
	PH	8	4 plants are missing, the rest appear to be in good health.
	CA	4	All plants accounted for and all appear to be in good health.
CF Response #2			Planted to full capacity, all shrubs are accounted for – missing four 1 gallon ornamental grasses.
#3	CS	21	2 plants are missing, the rest appear to be in good health.
	CA	3	All plants accounted for and all appear to be in good health.
CF Response #3			Missing one 5 gallon Dogwood
#4	AP	9	All plants accounted for but none appear to be in good health.
	JS	18	7 plants appear to be dying, the rest appear to be in good health.

	IS	14	2 plants are missing, and none appear to be in good health.
	HS	13	All plants accounted for and all appear to be in good health.
	VM	2	No plants could be located.
	VIVI	2	
CF			Juniper - seasonal prune and fertilize
Response			Iris - missing (1) but the bed is full to capacity
#4			No - Vinca minor, ground cover not needed
#5	AP	8	All plants accounted for and all appear to be in good health.
	JS	18	1 plant missing, 3 are dead and the rest appear to be in good health.
	IS	12	2 plants are missing, the rest do not appear to be in good health.
	HS	16	2 plants are dead, the rest appear to be in good health.
	VM	2	No plants could be located.
			Juniper - seasonal prune, fertilize and add (1) juniper
			Iris - missing (1) but the bed is full to capacity
CF			Daylilies - are in good shape and healthy
Response			
#5	500	4	No - Vinca minor, ground cover not needed
#6	PCC	1	All plants accounted for and all appear to be in good health.
	JS	9	All plants accounted for and all appear to be in good health.
	PH	5	1 plant is missing and the rest appear to be dead.
	CA	8	All plants accounted for and all appear to be in good health.
CE			Hameln grasses - (1) stressed and recommend light fertilizing
CF			Crosses seess nelly dermant should respect to tractment
Response #6			Grasses seasonally dormant, should respond to treatment
#0 #7	RP	5	2 plants are missing, the rest do not appear to be in good health.
πı	JB	10	3 plants are dying, the rest appear to be in good health.
	PH	11	1 plant missing, 4 plants dead, the rest appear to be in good health.
	CA	8	All plants accounted for and all appear to be in good health.
	VM	1	No plants could be located.
			Rhododendron - bed is full
			Juniper - bed has extra juniper planted
CF			Hameln grasses - spacing does not allow for more
Response			No - Vinca minor, ground
#7			cover not needed
#8	RP	11	3 plants missing, the rest do not appear to be in good health.
	FG	17	6 plants missing, 10 do not appear to be in good health.
	JB	43	All plants accounted for and 17 appear to be dying.
	PH	37	All plants accounted for and 11 appear to be dying.
	CA	12	All plants accounted for and all appear to be in good health.
	VM	3	No plants could be located.
			Fothergilla - over planted by (7)
CF			Hameln grasses - over planted by (13)
Response			No - Vinca minor, ground cover not needed
#8			Disagree that plants appear to be dying, dormant due to heat
#9	GT	1	All plants accounted for and all appear to be in good health.
#10	BNC	5	All plants accounted for and do not appear to be in good health.
#11	PJM	6	6 plants are missing.
	SA	9	All plants accounted for, all do not appear to be in good health.
	JB	9	All plants accounted for and 3 appear to be dead.
	IS	14	2 plants missing, the rest appear to be dead/dying.
	VM	1	No plants could be located.
#12	PJM	7	3 plants missing and the rest do not appear to be in good health.

	SA	10	6 plants missing and the rest appear to be in good health.
	JB	10	All plants accounted for, 2 plants appear to be dead.
	IS	14	4 plants missing, the rest appear to be dead.
	VM	1	No plants could be located.
			Recommend (6) pim between section 11 and 12
			Spirea - add (2) one at each section
			Juniper - all healthy but the plantings were switched to
			accommodate further growth
CF			
Response			Iris - (2) missing on each section
#11 & 12		0	No - Vinca minor, ground cover not needed
#13	PJM	8	All plants accounted for and none appear to be in good health.
	FG	11	2 plants are missing, the rest do not appear to be in good health.
	JB	15	All plants accounted for and 8 appear to be dead.
	HS	21	2 plants missing, the rest appear to be in good health.
	IB	8	3 plants missing, the rest appear to be in good health.
	VM	2	No plants could be located.
			Juniper - all healthy
CF			Daylilies - (2) are missing
Response			No - Vinca minor, ground cover not needed
#13			Disagree that plants appear to be dying, dormant due to heat
#14	GT	1	All plants accounted for and all appear to be in good health.
	HP	3	All plants accounted for and all appear to be in good health.
	VM	1	No plants could be located.
CF			No - Vinca minor, ground cover not needed
Response			
#14			
#15	AF	4	All plants accounted for and all appear to be in good health.
	GT	2	All plants accounted for and all appear to be in good health.
	HP	3	All plants accounted for and all appear to be in good health.
	VM	1	No plants could be located.
CF			No - Vinca minor, ground cover not needed
Response			
#15	DDO *	4	
#16	PPG*	1	All plants accounted for and all appear to be in good health.
	BNC*	2	All plants accounted for and all appear to be in good health.
	FG	10	1 plant missing, 6 appear to be dead.
	VM	2	No plants could be located.
	AF*	1	This tree appears to be dead.
#17	PPG*	2	All plants accounted for and all appear to be in good health.
	BNC*	2	All plants accounted for and all appear to be in good health.
	FG	12	7 plants are missing, 2 appear to be dead.
	VM	3	No plants could be located.
CF			Fothergilla - (3) more are needed
Response			Fraser firs will continue be monitored to see if they
#16 & 17			respond to the increased watering frequency
#18	BNC*	1	All plants accounted for and all appear to be in good health.
	FG	3	All plants accounted for and 2 appear to be dead.
	VM	1	No plants could be located.
	AF*	1	Wrong tree was planted in its place.
CF			Fothergilla – need to see if they respond to increased water frequency
Response			No - Vinca minor, ground cover not needed
to #18			

#19	PH	8	All plants accounted for and all appear to be in good health.
#15	CA	9	All plants accounted for and all appear to be in good health.
	AP	6	All plants accounted for and all appear to be in good health.
#20	AF	9	All plants accounted for and all appear to be in good health.
#20	HP	5	All plants accounted for and all appear to be in good health.
	VM	5	No plants could be located.
	VIVI	5	No plants could be located.
CF			No - Vinca minor, ground cover not needed
Response			
#20			
#21	PPG	3	1 tree is missing.
CF			Missing spruce – CF will replace
Response			
#21			
#22	BNC	3	1 tree appears to be dead, the rest appear to be in good health.
	AP	17	6 plants are missing, the rest do not appear to be in good health. (None
			flowering)
	JS	15	All plants do not appear to be in good health. Browning in the center.
	IS	16	3 plants are missing, the rest appear to be dead. (None flowering)
	HS	13	All plants accounted for and all appear to be in good health.
	VM	3	No plants could be located.
			Replace (4) azaleas
			Juniper - seasonal prune and fertilize
CF			(2) extra juniper, better for that location
Response			Iris - are healthy
#22			No - Vinca minor, ground cover not needed
#23	AF*	4	1 tree is missing, the rest appear to be in good health.
	VM	20	No plants could be located.
CF			
Response			Tree is there planted further down bed for spacing
#23			No - Vinca minor, ground cover not needed
#24	AF*	2	1 tree is missing; the other appears to be in good health.
	JS	62	7 plants are missing, 5 appear to be dead.
	AF	2	All plants accounted for and all appear to be in good health.
CF			
Response			
#24			Bed area is overplanted
#25	PCC	2	All plants accounted for and all appear to be in good health.
	TD	15	All plants accounted for and some appear to be dying on their backsides.
	PPG	2	All plants accounted for and all appear to be in good health.
	VM	3	No plants could be located.
CF			No - Vinca minor, ground cover not needed
Response			
#25			
#26	PS	3	Cumberland Farms planted their own flowers in place of these plants.
	IB	8	Cumberland Farms planted their own flowers in place of these plants.
#27	PS	2	Cumberland Farms planted their own flowers in place of these plants.
	IB	4	Cumberland Farms planted their own flowers in place of these plants.
400	PS	2	Cumberland Farms planted their own flowers in place of these plants.
#28			
#Z8	IB	4	Cumberland Farms planted their own flowers in place of these plants.

TT recommends the applicant consult with a registered landscape architect for inspection during plant installation with TT oversight during the process. These comments are offered as guides for use during the Town's review. If you have any questions or comments, please feel free to contact us at (508) 786-2200.

At this time, we believe the planting beds are in a condition which is progressing. However, we await maintenance on the major items such as the tree topping and replacement of the evergreen tree adjacent to the CF sign. Many of the planting beds are at capacity based on the opinion of GL and placement of additional ground covers required by the plan may cause issues with overcrowding and proper maintenance as the vegetation grows.

P:\21583\143-21583-16006 (CUMBERLAND FARMS LANDSCAPE REVIEW)\CONSTRUCTION\PUNCH LIST\MEMO_MEDWAY-CUMBERLAND FARMS LANDSCAPE PUNCH LIST_2016-06-24 (REVISED 2017-05-08).DOC



May 2, 2017

Town of Medway Planning & Economic Development Board Medway Town Hall 155 Village Street Medway, MA 02053

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Dear Board Members:

This letter is notice to seek permission for a minor modification amendment to the Salmon Health and Retirement Community/ARCPUD Special Permit Site Plan, Village Street, Medway, MA dated 6-12-15, last revised 2-18-16. As discussed in a meeting with the town on Monday, May 1st, 2017, these revisions are minor in detail, both internal and external. We are seeking permission to pursue these modifications without a public hearing.

Attached is a narrative of the modifications as well as a complete plan set dated 04/18/2017 with all of the modifications incorporated.

The changes to the project include the following:

- Reducing the South Wing building corridor width from 8'-0" to 6'-0".
- Reconfiguring the end units of the South Wing building, reducing the overall length of the South Wing by 48'-0" on the Second, Third and Fourth floors.
- Reducing the Attached Independent Living Cottages corridor width from 8'-0" to 6'-0".
- Reducing the unit size of the Attached Independent Living Cottages.
- Increasing the number of parking spaces in the Garage located in the South Wing by 1 space.
- Reducing the impervious area by 8,931 s.f. without reducing the site drainage system resulting in additional drainage capacity.
- Exterior Elevation bump-out elements adjusted to align with the revised floor plans.

The changes to the Main Campus Building and Attached Cottages reduces the overall floor plan area from 318,229 s.f. to 300,313 s.f. A reduction of approximately 17,916 s.f. All of the proposed minor modification changes improve upon the discussions during our public hearings such as less impervious surface, more "internal" parking, a smaller main building, and softening of the ends of the main building by reducing the height. The design aesthetic was strictly maintained with all of the materials and colors remaining the same.

Please let us know at your earliest convenience when this can be discussed with the Planning & Economic Development Board. We can be reached anytime at 508.877.4444.

Sincerely,

Dario D. D. DiMare, AIA LEED AP President