

Tuesday August 13, 2019
Medway Planning and Economic Development Board
155 Village Street
Medway, MA 02053

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

The meeting is being broadcast and recorded by Medway Cable Access.

ALSO PRESENT:

Susy Affleck-Childs, Planning and Economic Development Coordinator
Gino Carlucci, PGC Associates
Amy Sutherland, Recording Secretary

The Chairman opened the meeting at 7:00 p.m.

PUBLIC COMMENTS:

- There were no public comments.

ANR – 81 LOVERING STREET:

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

- ANR Application dated 7-30-19
- Revised ANR plan dated 7-27-19
- PGC plan review letter 8-7-19

The Board reviewed the ANR application and plan which was prepared by Colonial Engineering and dated June 27, 2019. The plan is a revision of a plan that was endorsed by the Board at the June 11, 2019 meeting. This plan adjusts the lot line between what was Lots 2 and 3 on the previous plan. Lot 3A is increased in size. Consultant Carlucci has reviewed the application and recommends endorsement.

On a motion made by Bob Tucker and seconded by Matt Hayes, the Board voted unanimously to endorse the ANR Plan for 81 Lovering Street as presented.

NOTE – The Board endorsed the plan at the end of the meeting.

MEDWAY GREEN MULTIFAMILY HOUSING FIELD CHANGE:

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

- Proposal/scope of service
- Price Proposal
- Draft Contract

Mark Heavner was present at the meeting to discuss his requested Field Change for site lighting. The revised plan is for the installation of 4 lights in the parking lot. Various sheets of the approved plan show differing numbers of light posts. Mr. Heavner noted that there are streetlights on both Main and Mechanic Streets that provide light at the driveway aprons. The previously approved lighting plan also shows a post light for each unit which he feels are not necessary and would like to exclude.

The Board was also made aware that the applicant will need an extension for work completion. The landscaping and rain gardens are completed. He will be coming to the Board for a bond reduction on those items.

On a motion made by Rich Di Iulio and seconded by Bob Tucker, the Board voted unanimously to accept the field change as presented by Medway Green.

REPORT OF STAFF:

Forest Road Street Acceptance Update:

Susy Affleck-Childs was able to speak with Mr. Paul Rivard. He communicated that he would be willing to sign a deed to convey the road to the Town. He will not provide a street acceptance plan. The Town will need to do that. There will need to be title work done to see how the house lots were first conveyed and whether Mr. Rivard retained the “fee” in the roadway or whether the property owners own to the centerline of the street. This request has been submitted to Town Counsel. The street acceptance process will begin. The Board would like Dave Damico to be notified about these next steps. The goal is to have this ready for the Spring Town Meeting 2020.

On a motion made by Matt Hayes and seconded by Bob Tucker, the Board voted unanimously to move the process forward for bond seizure and street acceptance for Hidden Pine Subdivision Forest Road.

4 MARC ROAD – NEO ORGANICS, LLC – {LAN REVIEW FEE

ESTIMATES:

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

- PGC estimate dated 8-7-19
- Tetra Tech estimate dated 8-8-19
- Noise Control Engineering estimate dated 8-9-19
- Straughan Forensic estimate dated 8-13-19.

Susy Affleck-Childs reported that the Board had received various applications from Neo Organics, LLC for a cultivation and processing facility for adult recreational use marijuana. The Board is in receipt of the four fee estimates for the following review services:

1. PGC estimate dated 8-7-19 \$ 600

2.	Tetra Tech estimate dated 8-8-19	\$3,378
3.	Noise Control Engineering estimate dated 8-8-19	\$1,690
4.	Straughan Forensic estimate dated 8-13-19	\$5,040

On a motion made by Rich Di Iulio and seconded by Matt Hayes, the Board voted unanimously to approve the four estimates as presented in the amount of \$10,708.00.

ZBA PETITIONS:

The Board is in receipt of the following applications for variances or special permits: (**See Attached**)

- 1 Rolling Lane
- 2 Cottage Street
- 1 Wild Turkey Run

The Board reviewed the applications which were presented and did not feel it was necessary to provide comments on these applications to the ZBA.

CONTRACT WITH PGC ASSOCIATES:

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

- Proposal /Scope of services
- Price Proposal
- Draft Contract

The Board reviewed the draft contract and price proposal for the scope of services for Gino Carlucci.

On a motion made by Rich Di Iulio and seconded by Matt Hayes, the Board voted unanimously to recommend to the Board of Selectmen to enter into an on-call services contract with PGC Associates.

74 and 82 LOVERING STREET – Chapter 61A Farmland

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

- Notice dated July 24, 2019 regarding 74 Lovering Street
- Notice dated July 24, 2019 regarding 82 Lovering Street
- Email dated July 29, 2019 from Town Administrator's office
- Conservation Commission comments dated 8-8-19
- Comments from Tina Wright – Open Space Committee Chair dated 8-8-19
- Guidebook on Chapter 61 program

Susy Affleck-Childs noted that the Board had been contacted attorney Stephen Pisini who represents Paul Wilson Revocable Trust. It is their intent to sell property at 74 and 82 Lovering Street. These properties are participating in the Chapter 6A farmland preservation program. The

Town has the right of first refusal to buy these properties. The Board of Selectmen has asked that the PEDB review this matter and provide a recommendation by August 15th. The Board discussed that this was one of the high priority parcels through discussion of the Open Space and Recreation Plan Task Force.

On a motion made by Rich Di Iulio and seconded by Bob Tucker, the Board voted unanimously to support the Town's acquisition for 74 & 82 Lovering Street.

Susy Affleck-Childs will send a letter to the Board of Selectmen letting them know that the Board is in support of purchasing these parcels.

PEDB MEETING MINUTES:

July 23 & 30, 2019:

On a motion made by Rich Di Iulio and seconded by Matt Hayes, the Board voted unanimously to approve the minutes from the July 23 & 30, 2019 PEDB meetings.

CONSTRUCTION REPORT:

The Board is in receipt of the following construction reports from Tetra Tech: **(See Attached)**

- CTS/9 Trotter Drive Report #16 dated August 6, 2019
- Medway Community Church Reports #14 -18 from July 22 - August 1, 2019
- Salmon Reports #18 & 19 from July 25 and August 1, 2019

PUBLIC HEARING CONTINUATION - PROPOSED AMENDMENTS TO THE SITE PLAN RULES AND REGULATIONS:

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

- Public Hearing Continuation Notice
- Revised DRAFT Site Plan Rules and Regulations dated August 9, 2019.

On a motion made by Rich Di Iulio and seconded by Matt Hayes, the Board voted unanimously to open the continued hearing for the Site Plan Rules and Regulations.

The Board has a copy of edits made to the Site Plan Rules and Regulations dated August 9, 2019. The discussions and comments started on the following pages:

Page 6: 203-5 Use of Outside Consultants:

This includes language that Administrative Site Plan Review Team can retain outside consultants if needed.

Page 8: 204-3 G 1(b): Major Site Plan Review – Traffic Impact Assessment:

Language was recommended by traffic engineers at Tetra Tech to include what would trigger a full traffic Impact Assessment.

Page 11: 204 – 3 I: Major Site Plan Review Submittals:

The Stormwater Pollution Prevention Plan should include that this pertains to projects which are tied to the 20,000 sq. ft. of land disturbance and stormwater. This includes small projects of under one acre in size which are not subject to the standard SWPP requirements.

Page 29: 206-5 – Administrative Site Plan Contents:

There was language recommended by Barbara in regards to the Site Plan Contents. There was a recommendation to include language that the applicant may need to provide additional information to the review Team along with the Team being able to refer the application to other Town staff for comments.

Page 30: Development Standards:

The Board was made aware that the Site Maintenance During Construction section was moved from the Development Standards to the Administration Section (208-2). Also, the Post Construction Maintenance Site Plan Improvements were moved to the Administration section (208-7).

Page 32: Low Impact Development:

There was a suggestion to reference resources for Low Impact Development techniques in the definition section.

Page 32: Earth Filling and Grading:

The language in Section A was revised relative to prohibited materials and permitted fill materials. The Board would like to have Steve review this section and see if there can be language about a percentage of clean fill needed. All are in agreement that this section needs more revision.

Page 33: Pedestrian and Bicycle Access and Sidewalks:

There was language added which has vertical granite or concrete for curbing adjacent to the sidewalks.

Page 34: Traffic and Vehicular Circulation A. Site Access – Curb Cuts, Entrances and Egress:

This section includes language that the entrances be delineated by vertical granite curbing and that the perimeter of driveways shall be bounded with vertical granite curb. Susy will get information from the Fire Chief about if pervious pavers or similar materials are ok for driveways. Under B. Internal Site Circulation and Driveways ask the Fire Chief for his recommendation about the width for two way driveways.

Page 36: 207-13 Parking:

This section was revised to make sure that it is consistent with the parking section of the Zoning Bylaw. There was language added about electric vehicle charging stations to match the number of required ADA parking spaces.

Page 38: 207-20 Landscaping:

There was language added about irrigation and not being able to connect to the Town's water system.

Page 45: 208-3 Administration – Modification to Approved Site Plans and Decisions:

There is language added to show what things constitute a field change and what would elevate something to a field change. Barbara recommended removing reference to substantial and insubstantial modifications.

Page 52: 209-1 Fee Structure:

There was language added that the Administrative Site Plan Review Team could charge fees to retain outside consultants.

This document will be refined and presented to the Board at the next meeting.

On a motion made by Rich Di Iulio and seconded by Bob Tucker, the Board voted unanimously to continue the public hearing to August 27, 2019 at 7:45 pm

OTHER BUSINESS:

- The representative for the requested Field Change for Stepping Stone Drive at Millstone ARCPUD did not attend the meeting as had been scheduled.

UPCOMING MEETINGS:

- Tuesday August 27, 2019
- Tuesday, September 10, 2019

ADJOURN:

On a motion made by Matt Hayes and seconded by Rich Di Iulio, the Board voted unanimously to adjourn the meeting.

The meeting was adjourned at 9:15 pm.

Respectfully Submitted,

Amy Sutherland
Recording Secretary

Reviewed and edited by,

Susan E. Affleck-Childs
Planning and Economic Development Coordinator



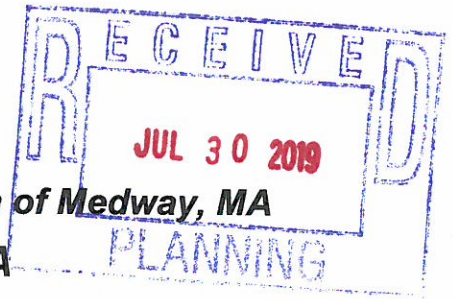
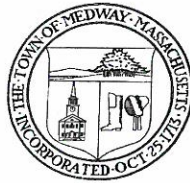
August 13, 2019

**Medway Planning & Economic Development Board
Meeting**

**REVISED ANR Plan for 81 Lovering
Street**

- ANR Application dated 7-30-2019
- Revised ANR plan dated 7-27-19
- PGC review memo dated 8-7-19

This ANR plan is a refinement/revision of a previously endorsed ANR plan from June 11, 2019 for this same property.



Planning & Economic Development Board - Town of Medway, MA

LAND SUBDIVISION – FORM A

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

INSTRUCTIONS TO APPLICANT/OWNER

This Application is made pursuant to the Medway *Subdivision Rules and Regulations*.
Please complete this entire Application.

Submit two (2) signed originals of this ANR Application, two copies of the ANR Plan, an electronic version (PDF) of the ANR plan, two Project Explanations, and the appropriate ANR application/filing fee checks to the Medway Planning and Economic Development office, 155 Village ST, Medway, MA 02053.

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. Revisions to the plan may be needed.

**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 the Board's review and decision.

July 30, 2019, 20__

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.

PROPERTY INFORMATION

ANR Location Address(es): 81 LOVERING STREET

The land shown on the plan is shown on Medway Assessor's Map # 21 Parcel(s) # 057

Total Acreage of Land to be Divided: 3.47 ACRES

Subdivision Name (if applicable): N/A

Medway Zoning District Classification: ARII

Frontage Requirement: 150 Area Requirement: 22,500

Is the road on which this property has its frontage a designated **Medway Scenic Road**? NO

The owner's title to the land that is the subject matter of this application is derived under deed from: LENORE B. WILSON REVOCABLE TRUST to MEDWAY MEADOWS, LLC dated JULY 2, 2019 and recorded in Norfolk County Registry of Deeds, Book 36947 Page 448 or Land Court Certificate of Title Number _____, Land Court Case Number _____, registered in the Norfolk County Land Registry District Volume _____, Page _____.

ANR PLAN INFORMATION

Plan Title: PLAN OF LAND IN MEDWAY, MA

Prepared by: COLONIAL ENGINEERING, INC.

P.E. or P.L.S registration #: 30466 Plan Date: JULY 27, 2019

APPLICANT INFORMATION

Applicant's Name: MICHAEL LARKIN

Address: 383 MAIN STREET, MEDFIELD, MA 02052

Telephone: 978-658-0333 Email: MICHAEL@LAWLARKIN.COM

PROPERTY OWNER INFORMATION

(If different than the applicant or if the plan shows a land swap between two adjacent properties)

Property Owner's Name: MEDWAY MEADOWS, LLC - C/O MICHAEL LARKIN

Address: 383 MAIN STREET, MEDFIELD, MA 02052

Telephone: 978-658-0333 Email: MICHAEL@LAWLARKIN.COM

ENGINEER or SURVEYOR INFORMATION

Name: COLONIAL ENGINEERING, INC.

Address: 11 AWL STREET, MEDWAY, MA 02053

Telephone: 508-533-1644 Email: COLONIAL.ENG@VERIZON.NET

ATTORNEY INFORMATION

Name: MICHAEL LARKIN, ESQ.

Address: 383 MAIN STREET, MEDWAY, MA 02052

Telephone: 978-658-0333 Email: MICHAEL@LAWLARKIN.COM

OFFICIAL REPRESENTATIVE INFORMATION

Name: MICHAEL LARKIN

Address: 383 MAIN STREET, MEDFIELD, MA 02052

Telephone: 978-658-0333 Email: MICHAEL@LAWLARKIN.COM

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.)*

- XX 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 LOVERING STREET (name of way(s), which is:
- XX a. A public way. Date of street acceptance: 11-3-1857
- _____ 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: _____
- _____
- _____

SIGNATURES

The undersigned, being the Applicant as defined under Chapter 41, Section 81P for endorsement of an Approval Not Required Plan, herewith submits this application and Approval Not Required Plan to the Medway Planning and Economic Development Board for review and endorsement.

I hereby certify, under the pains and penalties of perjury, that the information contained in this application is a true, complete and accurate representation of the facts regarding the property under consideration.

(If applicable, I hereby authorize _____ to serve as my Agent/Official Representative to represent my interests before the Medway Planning & Economic Development Board with respect to this Approval Not Required Application.)

In submitting this application, I authorize the Board, its consultants and agents, and Town staff to access the site during the plan review process.

_____ Signature of Property Owner	7-30-2019 Date
_____ Signature of Applicant (if other than Property Owner)	_____ Date
_____ Signature of Agent/Official Representative	_____ Date

ANR PLAN FILING FEE

\$250 plus \$100 per 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 \$100 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

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | 2 signed original ANR applications (FORM A) |
| <input checked="" type="checkbox"/> | 2 full size prints of ANR plan |
| <input type="checkbox"/> | Electronic version of ANR plan – A flash drive may be provided or a PDF of the plan may be emailed to: planningboard@townofmedway.org . |
| <input checked="" type="checkbox"/> | 2 copies of the Project Explanation |
| <input checked="" type="checkbox"/> | Application/Filing Fee (2 checks) – Check with PEDB office for amounts. |

ANR Application/Filing Fee Paid:

Amount: \$100	Check # 92
Amount: \$250	Check # 93

MEMORANDUM

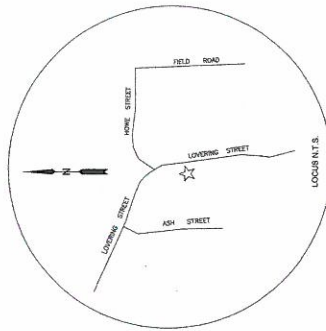
TO: MEDWAY PLANNING BOARD
FROM: MEDWAY MEADOWS, LLC
DATED: JULY 30, 2019

The application before the board tonight simply is a subdivision of the Lots 2 and 3 on a plan of Land by Colonial engineering, Inc. dated May 24, 2019 and recorded in Norfolk Deeds Plan Book 683, page 23.

Lot 3 increases its lot area from 22,500 s.f. to 30,005 s.f. as identified as Lot 3A

Lot 2 decreases its lot area from 2.956 acres to 2.783 acres as identified as Lot 2A.

OFFICIAL OF RECORD



Norfolk Registry of Deeds
 Dedham, Mass.
 Received May 9, 2019
 With _____
 Filed as Page 23
 PLBK 683
 Attest: John P. O'Connell
 Registrar

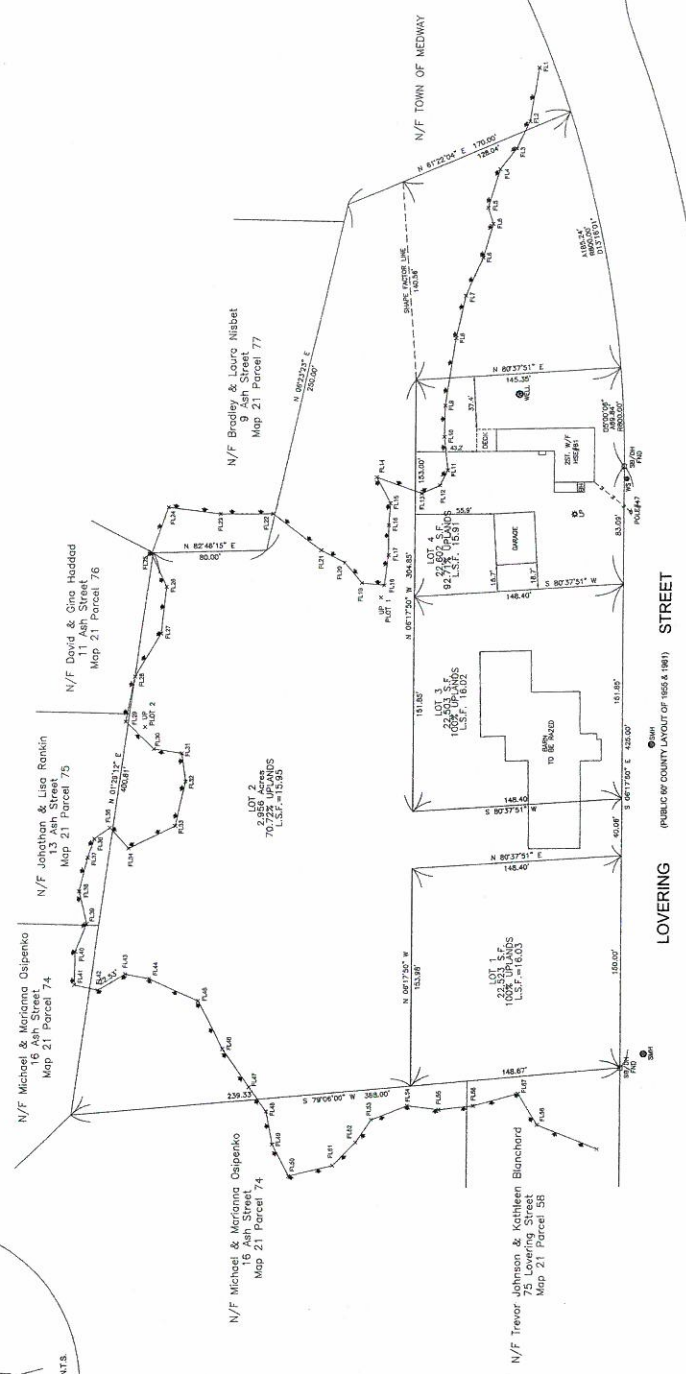
I CERTIFY THAT THIS PLAN HAS BEEN
 PREPARED IN ACCORDANCE WITH THE
 RULES AND REGULATIONS OF THE
 REGISTERED PROFESSIONAL LAND SURVEYORS
 OF THE COMMONWEALTH OF MASSACHUSETTS.
 DATE JUNE 5, 2019
Paul B. Wilson
 Surveyor



APPROVAL UNDER SUBDIVISION CONTROL
 DATE JUNE 5, 2019
John P. O'Connell
 Registrar

TOWN OF MEDWAY PLANNING BOARD
 PLANNING BOARD ENDORSEMENT DOES
 NOT CONSTITUTE AN ENDORSEMENT OF
 COMPLIANCE WITH MEDWAY ZONING
 BY-LAWS.
 NOTE: SUBJECT PROPERTY IS NOT
 CLASSIFIED AS CHAPTER 61A OR 61B.

ZONE AB-3
 MIN. LOT FRONTAGE 150.00
 MIN. LOT DEPTH 150.00
 MIN. LOT AREA 15,000
 MIN. LOT COVERAGE 40%
 MIN. LOT IMPERVIOUS LOT COVERAGE 40%
 NOT WITHIN THE C.P.D.



PLAN OF LAND
 IN
MEDWAY, MA.
 SCALE: 1"=40' MAY 24, 2019
 REVISED JUNE 5, 2019
 MAP 21 PARCEL 57
 OWNER: LENORE B. WILSON REVOCABLE TRUST
 81 LOWERING STREET
 MEDWAY, MA. 02053
 COLONIAL ENGINEERING INC.
 11 ARL STREET MEDWAY, MA.
 508-533-1644



Locus: 81 Lovering Street, Medway, Massachusetts

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY A N

William P. O'Donnell I A L
WILLIAM P. O'DONNELL, REGISTER Y

Bk 36947 Pg 448 #56532
07-09-2019 @ 11:23a

N O T MASSACHUSETTS STATE EXCISE TAX
Norfolk Registry of Deeds
A N Date: 07-09-2019 @ 11:23am
CL# 369 Doc# 56532
OFFICE Fee \$2,412.24 Cons: \$528,515.00
C O P Y

QUITCLAIM DEED

We, Lenore B. Wilson, Stephen C. Pisini and Stephen J. Maffeo, as Trustees of the Lenore B. Wilson Revocable Trust under an Indenture of Trust dated August 22, 1995 and recorded pursuant to M.G.L. c. 184 § 35 with the Norfolk County Registry of Deeds (the "Registry") in Book 31310, Page 163, of 81 Lovering Street, Medway, Massachusetts, for consideration paid, and in full consideration of Five Hundred Twenty-Eight Thousand Five Hundred and Fifteen and 00/100 (\$528,515.00) Dollars grant to Medway Meadows LLC, a Massachusetts limited liability company with a principal place of business of 383 Main Street, Medfield, Massachusetts 02052

with QUITCLAIM COVENANTS

The land in Medway, Norfolk County, Massachusetts, shown as Lot 1A on a plan entitled, "Subdivision Plan of Land in Medway, Massachusetts at #81 Lovering Street - Medway, Mass prepared for Paul and Lenore Wilson - 81 Lovering Street - Medway, Mass: dated August 18, 1997 by DeSimone Survey Service, Inc.", which plan is recorded with the Registry as plan number 147 of 1998, plan book 454. Said Lot 1A containing 196,394 square feet of land or 4.51 acres, more or less, according to said plan.

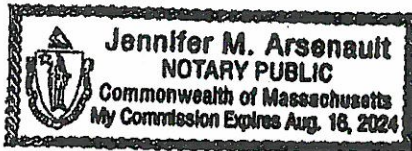
The Grantors hereby release all rights of Homestead in the premises and certify under the pains and penalties of perjury that there is no other person entitled to said rights.

Meaning and intending to convey and hereby conveying the same premises conveyed to us by Deed of the said Lenore B. Wilson dated May 3, 2013 and recorded with the Registry in Book 31310 Page 166.

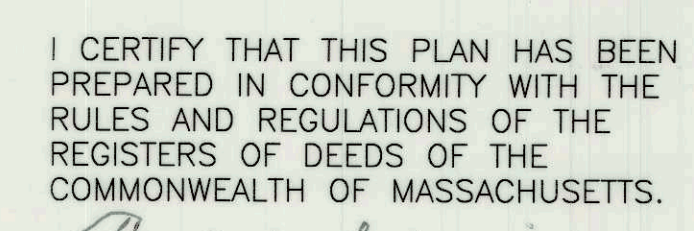
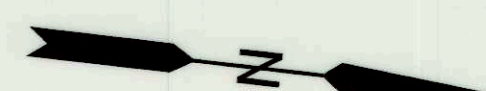
[Signature Page Follows]

COMMONWEALTH OF MASSACHUSETTS
A N A N
NORFOLK OFFICIAL OFFICIAL
Middlesex, ss. COPY COPY

On this 2nd day of July, 2019, before me, the undersigned notary public, personally appeared Stephen C. Pisini, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as trustee as aforesaid and not individually.



Jennifer M. Arsenault
Notary Public
My Commission Expires: 8/16/24

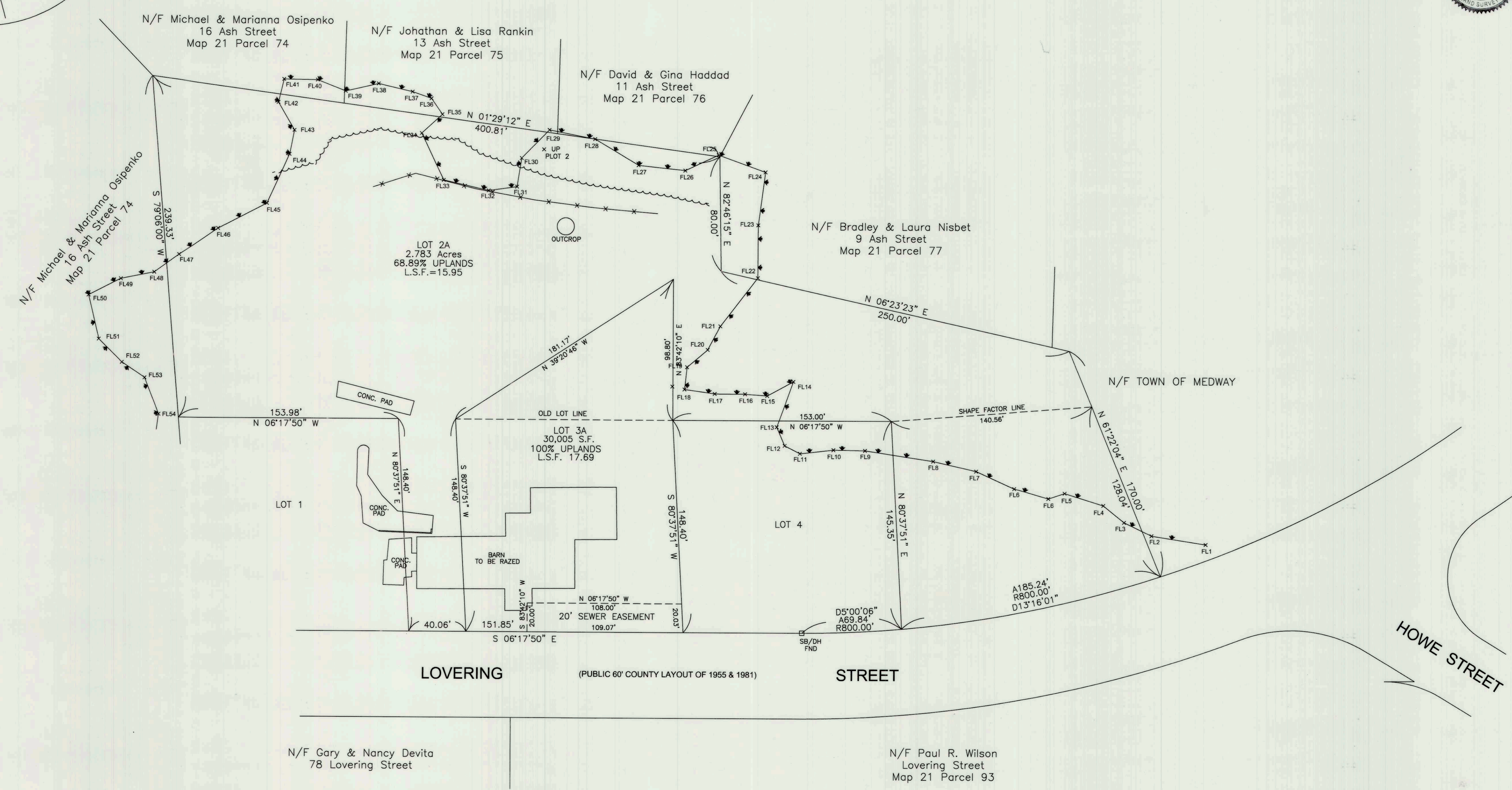


DATE: JULY 29, 2019

TOWN OF MEDWAY PLANNING BOARD

NOTE: SUBJECT PROPERTY IS NOT
CLASSIFIED AS CHAPTER 61A OR 61B.

BEING A SUBDIVISION OF LOTS 2 AND 3
ON PLAN BY COLONIAL ENGINEERING INC.
DATED MAY 24, 2019 AND RECORDED IN
NORFOLK DEEDS PLAN BOOK 683 PAGE 23



PGC ASSOCIATES, LLC.

1 Toni Lane
Franklin, MA 02038-2648
508.533.8106
gino@pgcassociates.com

MEMO TO: Medway Planning and Economic Development Board

FROM: Gino D. Carlucci, Jr.

DATE: August 7, 2019

RE: 81 Lovering Street ANR

I have reviewed the ANR plan submitted for endorsement by Medway Meadows LLC. The plan was prepared by Colonial Engineering, Inc. of Medway, and is dated July 27, 2019. This plan is a revision of a plan that was endorsed at the June 11 meeting. This plan adjusts the lot line between what was Lots 2 and 3 on the previous plan such that Lot 3 (now 3A) is increased in area from 22,500 square feet to 30,005 while Lot 2 (now 2A) is decreased from 2.956 acres, to 2.783 acres.

The plan meets the substantive and technical requirements for ANR endorsement.

I recommend that the plan be endorsed by the Board.



August 13, 2019

**Medway Planning & Economic Development Board
Meeting**

**Medway Green Field Change re:
Lighting**

UPDATED

Mark Heavner has asked to meet with the Board to discuss changes to the site lighting.

- Series of emails between Susy Affleck-Childs and Mark Heavner
- Summary of proposed changes with a drawing showing final proposed locations of parking area lighting
- Lighting plan excerpt from the endorsed site plan

Susan Affleck-Childs

From: Susan Affleck-Childs
Sent: Friday, August 09, 2019 10:49 AM
To: 'MARK HEAVNER'
Subject: RE: 176 main St

Hi Mark,

I called and left a message for your earlier this morning.

I am so sorry for my delay in getting back to you.

I have added you to the agenda for next Tuesday night's meeting as a field change discussion. 7:20 pm at Town Hall in the standard meeting room. ASAP, please send me info on what you want to do or change in terms of the lighting. Is it fixtures, location, quantity??

Thanks.

Susan E. Affleck-Childs
Planning and Economic Development Coordinator
Town of Medway
155 Village Street
Medway, MA 02053
508-533-3291

From: MARK HEAVNER [mailto:mark.heavner@mac.com]
Sent: Thursday, August 08, 2019 12:26 PM
To: Susan Affleck-Childs
Subject: 176 main St

Hi Susan

I sent you an email a few weeks ago requesting to get on the agenda for next weeks meeting to discuss the outdoor lighting on my project. I did not hear back from you. Just wondering if you will have time for me? I can send you an outline of my plans tomorrow if you do. I had hoped to have the landscaping completed in time for Steve to do an inspection but that probably won't happen. Thanks

Mark Heavner

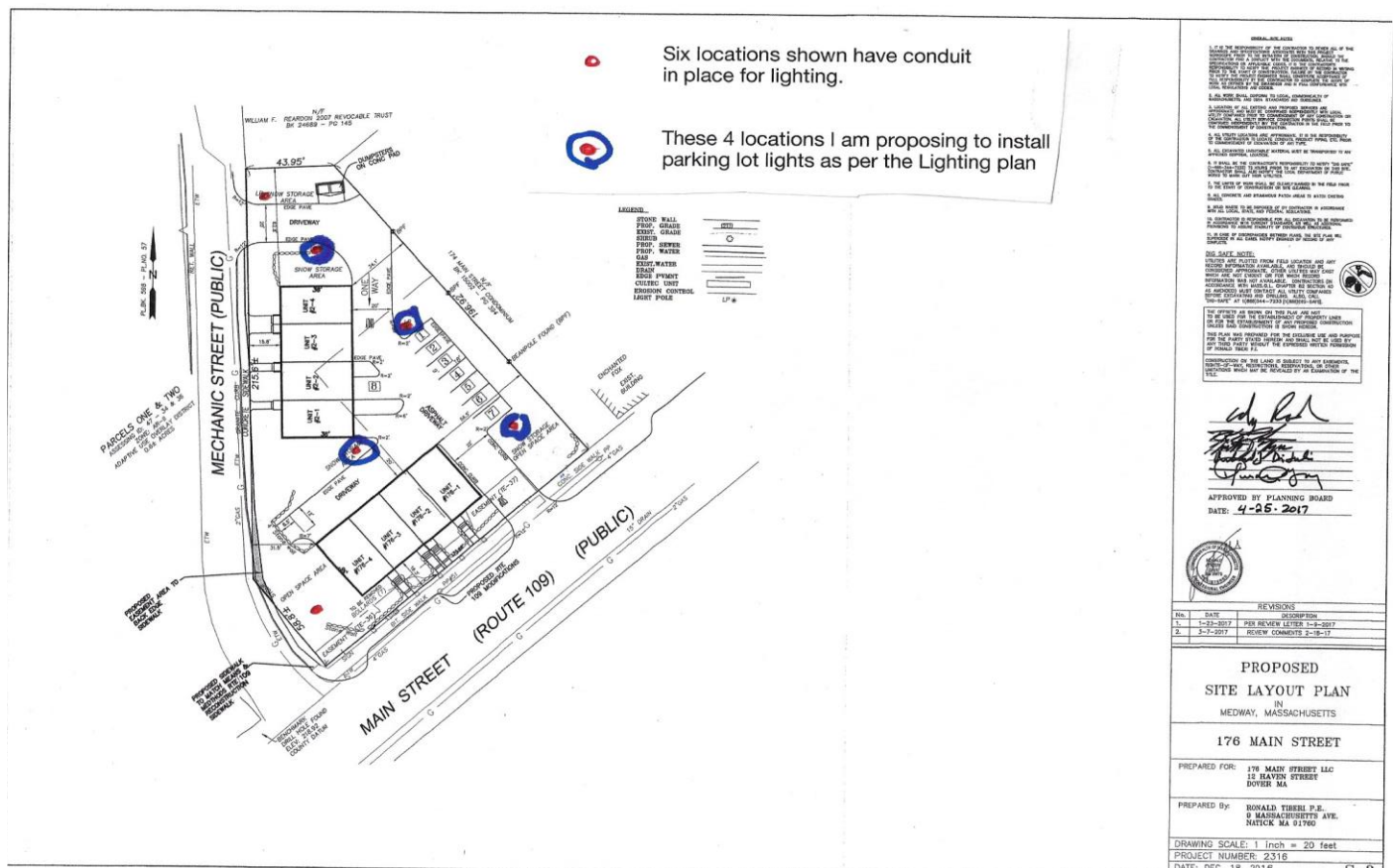
Courtland Pines, LLC.
838 Washington St
Holliston, MA 01746
www.heavnerconstruction.com

508-561-6091
mark.heavner@mac.com

Received 8-12-19 from Mark Heavner

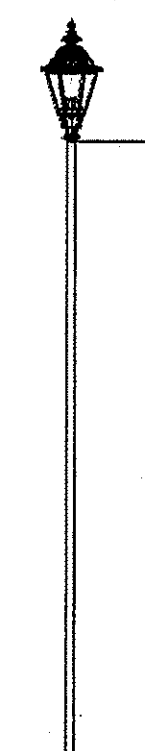
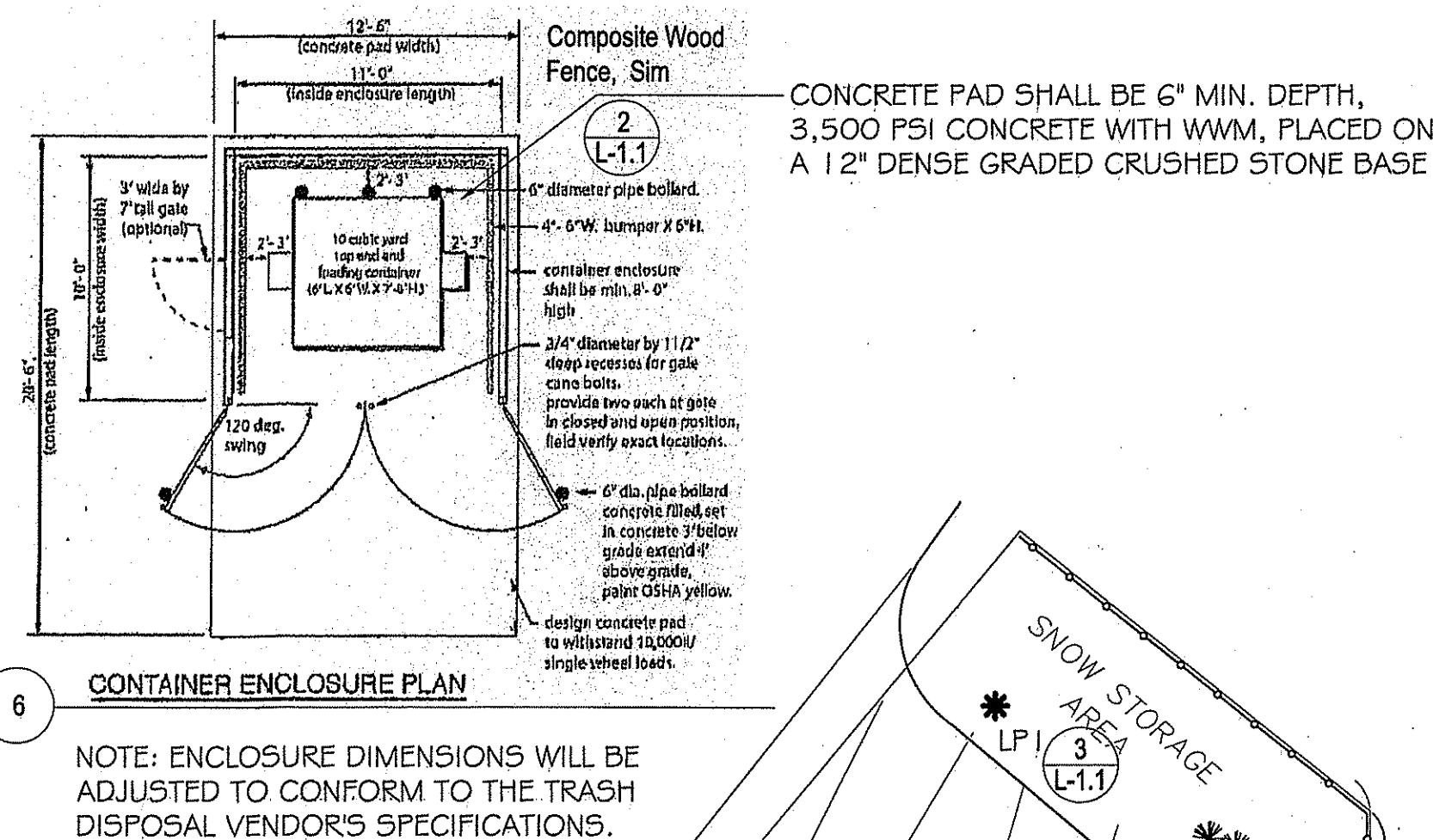
I am proposing to install 4 lights located as per the attached plan. There are street lights on both Main and Mechanic streets that provide light at the driveway aprons. The proposed locations will light all of the common parking areas.

The lighting plan shows a post light for each unit. I have wired for those to be switched within each unit but do not plan to install them. All of the stairs are illuminated by the overhead porch lighting and the walks are very short and well lit by the existing street lighting and the stair lighting.



LIGHTING NOTES:

1. AFTERMARKET LIGHT SHIELDS WILL BE ADDED TO SELECTED LUMINAIRES TO REDUCE LIGHT SPILLAGE LEVELS TO COMPLY WITH THE *MEDWAY ZONING BYLAW*.
2. ALL LIGHT FIXTURES WILL BE PROVIDED WITH LED LAMPS.



PERMIT

Hammer Walsh Design Inc.
Landscape Architecture + Master Planning + Urban Design
281 Summer Street, 6th Floor, Boston, MA 02210-1539
(617) 439-0125 www.hammerwalsh.com

CLIENT:

176 MAIN STREET LLC
12 Haven Street
Dover, MA


NOTES:

NOTES:

[Handwritten signatures]

4-25-2017

STAMP



PROJECT:

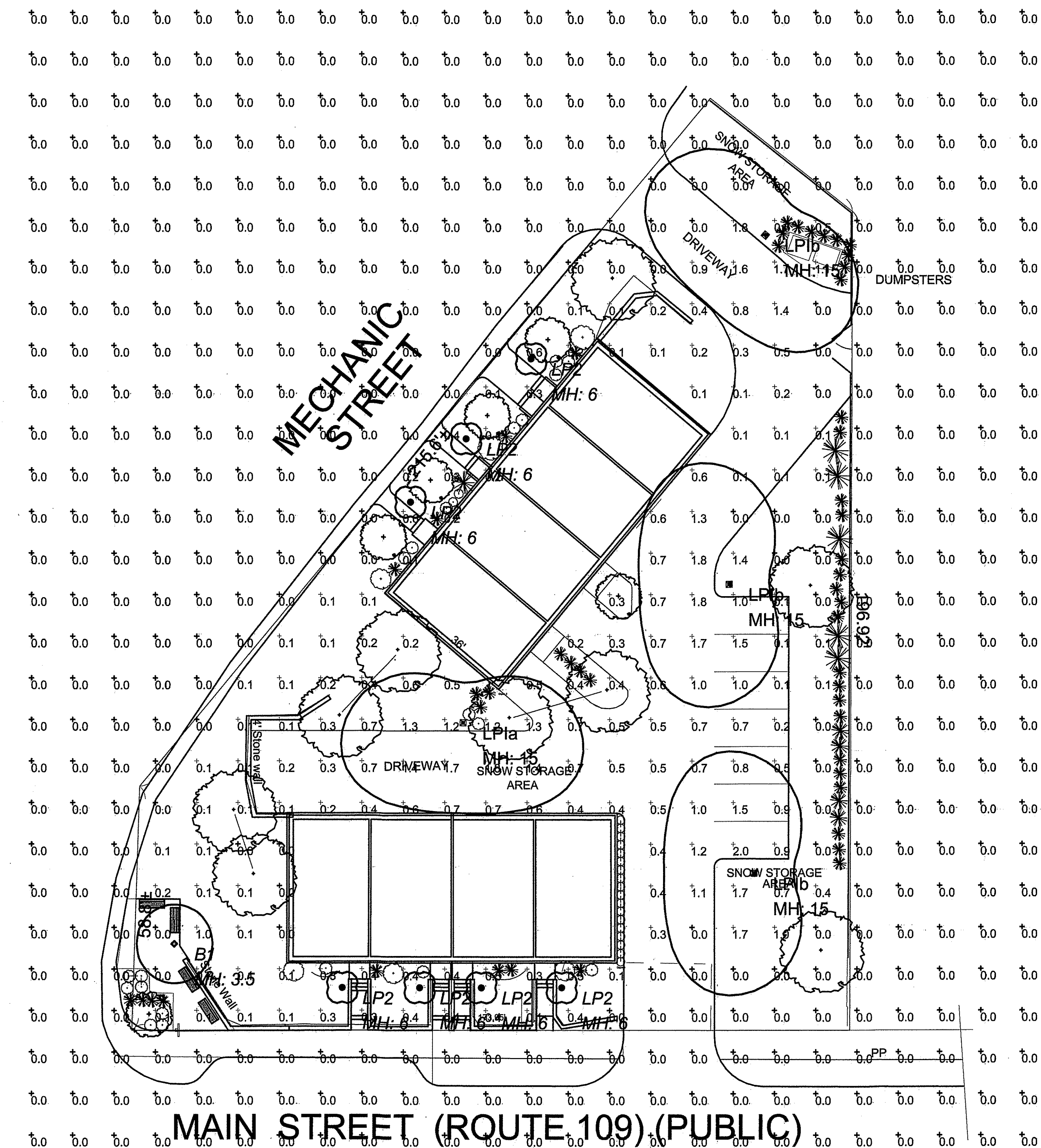
176 MAIN STREET
MEDWAY, MA

TITLE:

LANDSCAPE
PLAN

DATE: 4/10/17	DRAWING NO.: L-1.1
DRAWN BY: NRH	
CHECKED BY: DMW	
SCALE: 1" = 10'-0"	

L-1.1



CalcPts_1

Outdoor Luminaire Schedule						
Symbol	Qty	Label	Description	Lum. Lumens	LLF	Filename
	1	LP1a	6130LED-4ARC45T2-MDL03-SV2	5522	0.700	6130LED-4ARC45T2-MDL03-SV2.IES
	3	LP1b	6130LED-4ARC45T2-MDL03-SV2 HHS	5522	0.700	6130LED-4ARC45T2-MDL03-SV2.IES
	7	LP2	25 W JJ	1633	0.250	Vox11gc.ies
	1	B1	3901 MH 70W	1588	0.900	3901LB-70MH.IES

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	LP1b	64.75	108	15	228.976	0
2	LP2	8	78.25	6	0	0
3	LP2	-7.75	59	6	0	0
4	LP2	-21.25	43.75	6	0	0
5	LP1b	56	24	15	181.87	0
6	LP1a	-8.5	-9.25	15	288.21	0
7	LP1b	62	-45.5	15	180	0
8	B1	-78.445	-62.48	3.5	0	0
9	LP2	-37.75	-73	6	0	0
10	LP2	-19.046	-73	6	0	0
11	LP2	-4.083	-73	6	0	0
12	LP2	15.411	-73	6	0	0

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.14	2.0	0.0	N.A.	N.A.

PHOTOMETRIC DATA PROVIDED BY:

OMNI-LITE, INC.
263 WINN STREET BURLINGTON, MA 01803
PH # 781-272-2300, FAX # 781-272-0759 www.omnilight.com

NOTE:
LIGHT SHIELDS SHALL BE INSTALLED TO COMPLY
WITH LIGHT SPILLAGE LEVELS OF THE MEDWAY ZONING BYLAW

GENERAL SITE NOTES

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT WORKSCOPE PRIOR TO THE INVIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS, RELATIVE TO THE SPECIFICATIONS OR APPLICABLE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DERIVED BY THE DRAWINGS AND IN FULL CONFORMANCE WITH LOCAL REGULATIONS AND CODES.
- ALL WORK SHALL CONFORM TO LOCAL, COMMONWEALTH OF MASSACHUSETTS, AND OSHA STANDARDS AND GUIDELINES.
- LOCATION OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE AND MUST BE CONFIRMED INDEPENDENTLY WITH LOCAL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION. ALL UTILITY SERVICE CONNECTION POINTS SHALL BE CONFIRMED INDEPENDENTLY BY THE CONTRACTOR IN THE FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- ALL UTILITY LOCATIONS ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE CONDUITS, PRODUCT PIPING, ETC. PRIOR TO COMMENCEMENT OF EXCAVATION OF ANY TYPE.
- ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "DIG SAFE" (1-888-344-7233) 72 HOURS PRIOR TO ANY EXCAVATION ON THIS SITE. CONTRACTOR SHALL ALSO NOTIFY THE LOCAL DEPARTMENT OF PUBLIC WORKS TO MARK OUT THEIR UTILITIES.
- THE LIMITS OF WORK SHALL BE CLEARLY MARKED IN THE FIELD PRIOR TO THE START OF CONSTRUCTION OR SITE CLEARING.
- ALL CONCRETE AND BITUMINOUS PATCH AREAS TO MATCH EXISTING GRADES.
- SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- CONTRACTOR IS RESPONSIBLE FOR ALL EXCAVATION TO BE PERFORMED IN ACCORDANCE WITH CURRENT STANDARDS, AS WELL AS ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES.
- IN CASE OF DISCREPANCIES BETWEEN PLANS, THE SITE PLAN WILL SUPERSEDE IN ALL CASES. NOTIFY ENGINEER OF RECORD OF ANY CONFLICTS.

DIG SAFE NOTICE:

UTILITIES ARE PLOTTED FROM FIELD LOCATION AND ANY RECORD INFORMATION AVAILABLE, AND SHOULD BE CONSIDERED APPROXIMATE. OTHER UTILITIES MAY EXIST WHICH ARE NOT EVIDENT OR FOR WHICH RECORD INFORMATION WAS NOT AVAILABLE. CONTRACTORS (IN ACCORDANCE WITH MASS.G.L. CHAPTER 82 SECTION 40 AS AMENDED) MUST CONTACT ALL UTILITY COMPANIES BEFORE EXCAVATING AND DRILLING. ALSO, CALL "DIG-SAFE" AT 1(888)344-7233 (1(888)DIG-SAFE).

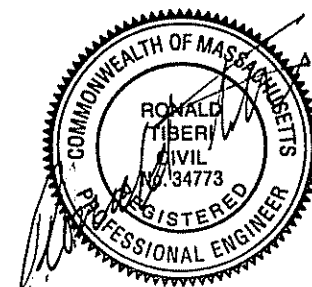
THE OFFSETS AS SHOWN ON THIS PLAN ARE NOT TO BE USED FOR THE ESTABLISHMENT OF PROPERTY LINES OR FOR THE ESTABLISHMENT OF ANY PROPOSED CONSTRUCTION UNLESS SAID CONSTRUCTION IS SHOWN HEREON.

THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE AND PURPOSE FOR THE PARTY STATED HEREON AND SHALL NOT BE USED BY ANY THIRD PARTY WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RONALD TIBERI P.E.

CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

[Signature]
[Signature]
[Signature]

APPROVED BY PLANNING BOARD
DATE: 4-25-2017



REVISIONS		
No.	DATE	DESCRIPTION
1.	1-23-2017	PER REVIEW LETTER 1-9-2017
2.	3-7-2017	PER REVIEW LETTER 2-23-2017
3.	3-31-2017	NOTE PER CONDITIONAL APPROVAL

PROPOSED
LIGHTING PLAN
IN
MEDWAY, MASSACHUSETTS

176 MAIN STREET

PREPARED FOR: 176 MAIN STREET LLC
12 HAVEN STREET
DOVER MA

PREPARED BY: RONALD TIBERI P.E.
9 MASSACHUSETTS AVE.
NATICK MA 01760

DRAWING SCALE: 1 inch = 30 feet

PROJECT NUMBER: 2316

DATE: DEC. 18, 2016



August 13, 2019

**Medway Planning & Economic Development Board
Meeting**

**4 Marc Road – Neo Organics – Plan
Review Fee Estimates**

UPDATED

On August 6th and 8th, we received various permit applications from Neo Organics, LLC to use the 4 Marc Road property and its existing industrial building for a cultivation and processing facility for adult recreational use marijuana. There are 3 permits for the PEDB to review – special use permit for the marijuana cultivation and processing, groundwater protection special permit as the impervious coverage of the site exceeds 25%, and minor site plan review. That public hearing will start August 27th. FYI - The site includes wetlands and the stormwater design includes disturbance in those wetland areas. Therefore, the stormwater review will be handled by Conservation.

Attached are **4** fee estimates:

- PGC estimate dated 8-7-19 for \$600
- Tetra Tech estimate dated 8-8-19 for \$3,378
- **Noise Control Engineering estimate dated 8-9-19 for \$1,690 for noise control plan**
- **Straughan Forensic estimated dated 8-13-19 for \$5,040 for odor control plan (plus his resume)**

Total = \$10,708

PGC ASSOCIATES, LLC

1 Toni Lane
Franklin, MA 02038-2648
508.533.8106
gino@pgcassociates.com

August 7, 2019

Mr. Andy Rodenhiser, Chairman
Medway Planning Board
155 Village Street
Medway, MA 02053

RE: 4 MARC ROAD RECREATIONAL MARIJUANA SPECIAL PERMIT

Dear Mr. Rodenhiser:

PGC Associates is pleased to present the following cost estimate to review and comment on the proposed special permit for a recreational marijuana cultivation facility. The owner/applicant is NEO Organics LLC of Sudbury.

The proposal is to convert an existing building to use it for cultivation and processing of recreational marijuana. The existing building has 29,718 square feet on a lot of 6.68 acres. The plan was prepared by DGT Associates of Framingham, and is dated August 6, 2019.

The property is located at 4 Marc Road in the East Industrial zoning district, and is partially within the Groundwater Protection District.

<u>Task</u>	<u>Hours</u>
Technical review and comment on initial submittal in relation to zoning and regulations pertaining to site plans, and special permits for marijuana facilities and development within a groundwater protection district	2.5
Attendance at Planning Board meetings/hearings	2.0
Review and comment on draft decision	1.5
Total	6.0
TOTAL ESTIMATE (@\$100)	\$600.00

If there are any questions about this estimate, please call me.

Sincerely,



Gino D. Carlucci, Jr.



August 8, 2019

Ms. Susan E. Affleck-Childs
Medway Planning and Economic Development Coordinator
155 Village Street
Medway, MA 02053

**Re: 4 Marc Road
Site Plan Review – Recreational Marijuana Special Use Permit
Medway, Massachusetts**

Dear Ms. Affleck-Childs:

We are pleased to submit this Proposal to the Town of Medway Planning and Economic Development Board (PEDB) (the Client) for professional engineering services associated with the 4 Marc Road Recreational Special Use Permit Site Plan Review in Medway, Massachusetts (the Project). The objective of our services is to review the site plan package and provide comments as they relate to latest Town of Medway Rules and Regulations Chapter 200 – Submission and Review of Site Plans (Site Plan Regulations) and sound engineering practice. We have excluded from our scope, the review of the application package as it relates to the Town of Medway Zoning By-Laws which will be conducted by a separate consultant. Stormwater will be reviewed as part of the Notice of Intent Process with Medway Conservation Commission.

Scope of Services

The following specifically describes the Scope of Services to be completed:

Task 1 – Site Visit

- A. Perform one (1) site visits to review the site and its surroundings.
- Budget Assumption: 1 Visit
2 hours @ \$143/hr = \$286
Total = \$286

Task 2 – Design Review

- A. Review the permit Application, and supporting documentation, and incorporate comments into review letter in Item C below.
- Budget Assumption: 1 hour @ \$143/hr = \$143
1 hour @ \$95/hr = \$97
Total = \$240
- B. Review the proposed Plans against the Town of Medway PEDB Site Plan Regulations and incorporate comments into review letter in Item C below.
- Budget Assumption: 2 hours @ \$143/hr = \$286
6 hours @ \$97/hr = \$582
Total = \$868
- C. Prepare a letter summarizing findings for presentation to the Town of Medway PEDB.
- Budget Assumption: 1 hour @ \$143/hr = \$143
3 hours @ \$97/hr = \$291
Total = \$434

- D. Coordinate with applicant to address items in initial review letter and issue one (1) revised letter upon receipt of modifications. This task is limited to minor changes in the site plans which directly address comments from our initial review letter. Major changes to the Plans will require additional funds.

- Budget Assumption: 1 hour @ \$143/hr = \$143
4 hours @ \$97/hr = \$388
Total = \$531

Task 3 – Meeting Attendance

- A. Participate in two (2) hearings/meetings with the Town of Medway PEDB.

- Budget Assumption: 2 Meetings @ 3 hours per meeting = 6 Hours
6 hours @ \$143/hr = \$858
Total = \$858

Cost

Our cost for the above Scope of Services will be on a time and expenses basis in accordance with Tetra Tech's and existing Town of Medway contract rates. Direct expenses will be billed at a fixed fee of five (5) percent of labor costs. We suggest that you establish a budget identified below for these services, which will not be exceeded without your approval. Please be advised that this estimate is based on our current understanding of the Project needs and is for budget purposes only. The total cost of our services will depend greatly on the completeness and adequacy of the information provided.

The breakdown of this fee by task is as follows:

Task	Task Description	Fee
Task 1	Site Visit	\$286
Task 2	Design Review	\$2,073
Task 3	Meeting Attendance	\$858
Labor Subtotal		\$3,217
Expenses (5%)		\$161
Total		\$3,378

Schedule

We are prepared to begin work immediately upon receipt of this executed Proposal. We recognize that timely performance of these services is an important element of this Proposal and will put forth our best effort, consistent with accepted professional practice, to comply with the project's needs. We are not responsible for delays in performance caused by circumstances beyond our control or which could not have reasonably been anticipated or prevented.

General Terms and Conditions

This Proposal is subject to the existing Terms and Conditions signed by Tetra Tech and the Town of Medway. Should this proposal meet with your approval, please sign and return a copy to us for our files. Your signature provides full authorization for us to proceed. We look forward to working with you on this Project. Please contact us with any questions, or if you require additional information.

Very truly yours,



Steven M. Bouley, P.E.
Senior Project Engineer



Sean P. Reardon, P.E.
Vice President

Date Approved by Town of Medway PEDB _____

Certified by:

Susan E. Affleck-Childs
Medway PEDB Coordinator

Date

Susan Affleck-Childs

From: Ron Dempsey <ron@noise-control.com>
Sent: Friday, August 09, 2019 6:10 PM
To: Susan Affleck-Childs
Subject: RE: Medway - Marijuana facility #2 - 4 Marc Road

Hello Susan,

Looking at the document that you sent, it is a very generalized plan, that appears to cover the basic requirements, but does not have any details or predictions. The review of that will be relatively quick and the response will include questions to ask them to confirm that they are approaching it correctly. I am estimating it as 2 hours for that document and questions back and forth. It discusses a real prediction report similar to the one Acentech prepared for 2 Marc Rd. That will likely be a more significant review similar to the 4 hours for that. There is also the possibility of a measurement report which could also be reviewed. I would see the maximum cost as being:

Review of Plan – 2 hours
Review of Prediction – 4 hours
Review of Measurements – 4 hours
Total Time – 10 hours / \$1690

This should be the maximum, assuming that there are no planning board meetings required. If the board would only like to authorize a small portion at a time that is fine as well.

Ron Dempsey
Noise Control Engineering, LLC
978-584-3025 (direct line)
www.noise-control.com

From: Susan Affleck-Childs <sachilds@townofmedway.org>
Sent: Thursday, August 8, 2019 12:42 PM
To: Ron Dempsey <ron@noise-control.com>
Subject: RE: Medway - Marijuana facility #2 - 4 Marc Road

Excellent. Thanks very much!!

Susan E. Affleck-Childs
Planning and Economic Development Coordinator
Town of Medway
155 Village Street
Medway, MA 02053
508-533-3291

From: Ron Dempsey [<mailto:ron@noise-control.com>]
Sent: Thursday, August 08, 2019 12:41 PM

To: Susan Affleck-Childs

Subject: RE: Medway - Marijuana facility #2 - 4 Marc Road

Hello Susan,

I will get an estimate to you tomorrow. I will be out of the office next week, but it should not be a problem to review those documents in time for August 21 if the board approves.

Ron Dempsey

Noise Control Engineering, LLC

978-584-3025 (direct line)

www.noise-control.com

From: Susan Affleck-Childs <sachilds@townofmedway.org>

Sent: Thursday, August 8, 2019 11:33 AM

To: Ron Dempsey <ron@noise-control.com>

Subject: Medway - Marijuana facility #2 - 4 Marc Road

Ron,

The Medway Planning and Economic Development Board has received a special use permit zoning application to use an existing 29,000+ sq. ft., industrial building at 4 Marc Road for the cultivation and processing of marijuana for adult recreational use. They will be undertaking a comprehensive retrofit of the building to accommodate the new use. As a required part of the application, a noise mitigation plan has been provided. See attached. I have also attached the site plan, floor plan, and project description. YES . . . this site is immediately to the west of the 2 Marc Road project with which you are already familiar!!

The Medway *Zoning Bylaw* requires the submittal of *"a comprehensive noise mitigation plan prepared by a qualified acoustical consultation (whose qualifications include Institute of Noise Control Engineering (INCE) board certification or equivalent experience)*. I do not know who prepared the submitted noise plan as attached. I have asked the applicant for that information.

Would you prepare a fee estimate to review this document and provide your written comments and recommendations? Please be advised that we will probably also need you to review a revised plan if the Planning and Economic Development Board determines that the initial plan is incomplete or insufficient, based on your feedback, of course! Would you be able to put together a fee estimate/proposal and email it to me by Monday? I have a Board meeting Tuesday night and the Board needs to approve the fees for all outside consultants.

The public hearing on this project will begin August 27th. I hope you can provide your review comments to me by August 21?

Please let me know if there is any additional information you need.

Best regards,

Susy

Susan E. Affleck-Childs

Planning and Economic Development Coordinator

Town of Medway

155 Village Street

Medway, MA 02053
508-533-3291

August 13, 2019

Susan Affleck - Childs
Planning and Economic Development Coordinator
Town of Medway
155 Village Street
Medway, MA 02053
508-533-3291
Email: sachilds@townofmedway.org

Re: 4 Marc Road Cultivation Facility, Odor Management

Dear Ms. Affleck - Childs:

Thank you for contacting me in regard to the above referenced matter. I've included my CV for your review. I am a building systems expert and am a licensed mechanical engineer in eight states, including Massachusetts. I have over 25 years of experience in the HVAC, refrigeration, plumbing, and fire protection industries and am familiar with building codes and standards for licensed marijuana grow and extraction facilities. Previously, I have consulted on a case involving odor management issues associated with a special permit for a cannabis cultivation facility in Massachusetts. My overall experience includes design, construction, commissioning, and forensic investigations of mechanical systems for commercial, industrial, and residential buildings. I look forward to working with you.

Scope of Work: Services provided are expected to include review of the NEO Manufacturing and NEO Cultivation Odor Mitigation Plan for 4 Marc Road and associated plans and other documents. A report or letter will be provided containing recommendations and the findings of the review. After the report is issued, telephone consultation will be provided if necessary. It is anticipated that a revised plan may be submitted for review as well. The total fee for services is not expected to exceed \$5040 as outlined in the table below. However, this is only an estimate, and actual costs may be higher or lower.

TASK	HOURS	RATE	AMOUNT
Review Architectural Floor Plan	1.00	\$ 180.00	\$ 180.00
Review Odor Mitigation Plan	2.00	\$ 180.00	\$ 360.00
Research proposed equipment and systems	2.00	\$ 180.00	\$ 360.00
Write review comments for plan	6.00	\$ 180.00	\$ 1,080.00
Review Revised Plan	7.00	\$ 180.00	\$ 1,260.00
Write review comments for revised plan	8.00	\$ 180.00	\$ 1,440.00
Telephone conference calls	2.00	\$ 180.00	\$ 360.00
TOTAL			\$ 5,040.00

Fee Schedule: The following applies to all work including file review, research, analysis, meetings/phone conferences, and reports.

1. Services provided to you will be invoiced at \$180 per hour.
2. No out-of-pocket expenses are expected to be incurred. However, if any expenses are in fact incurred, they will be passed through without a mark-up. This includes travel costs (mileage, airfare, parking, accommodations, tolls, and auto rental).
3. Invoices will be prepared for you intermittently on an in-progress basis and are due upon receipt. After 30 days, balances will accrue 1.5% interest per month. I reserve the right to discontinue work in the event of non-payment.
4. This agreement is strictly between you and Straughan Forensic, LLC. You are therefore responsible for payment of my invoices.

If this letter correctly expresses your understanding, please sign where indicated and return to me. Once the agreement has been signed and returned, work may commence.

Please forward payments and case materials to:

Straughan Forensic, LLC
10291 W. 77th Place
Arvada, CO 80005
E-mail: bastraughan@comcast.net
Phone: 720-525-9378

If you have any questions or comments, please don't hesitate to call. I appreciate the opportunity to do business with you.

Thank you,



Bruce Straughan, PE
Straughan Forensic, LLC

Susan Affleck-Childs

Date

BRUCE A. STRAUGHAN, P.E., CEM, CFEI
Mechanical Engineer

Licensed Mechanical Engineer, Certified Energy Manager (CEM), and Certified Fire and Explosion Investigator (CFEI) with over 25 years of experience in building systems, including HVAC, refrigeration, plumbing, appliances, controls, fire protection, smoke control, cogeneration, and energy conservation measures. Experienced in design, construction, operations, commissioning, forensic investigations, and project management of residential, commercial, industrial, and government projects.

PROFESSIONAL EXPERIENCE

May 2018 **Straughan Forensic, LLC**, Arvada, Colorado
- present *Owner*

Provide technical investigations, analysis, reports, and testimony toward the resolution of insurance claims, lawsuits, and criminal cases involving building mechanical systems. Cases may include personal injury, property damage, construction defect, design defect, or product liability. Areas of expertise include:

HVAC:

- Cooling Equipment: Chillers, cooling towers, waterside economizer systems, packaged DX and split systems.
- Heating Equipment: Boilers, furnaces, steam heat exchangers, gas-fired radiant heaters, flues.
- Steam Systems: Steam traps, safety relief valves, PRV stations, air separators.
- Hydronic Systems: Pumps, VFDs, and piping systems for chilled water, condenser water, heating water, flat plate heat exchangers. Glycol feeders, chemical pot feeders, chemical treatment control systems, expansion tanks.
- Terminal Units: Baseboard heaters, unit and cabinet unit heaters, reheat coils.
- Piping Accessories: Balance valves, control valves, check valves, strainers, thermometers, pressure gauges.
- Air Distribution: Air handling units, VFDs, duct systems, make-up air units, indoor air quality, heat recovery, exhaust fans, VAV boxes, Phoenix air valves, dampers, louvers.
- Controls: Building automation systems (BAS) commissioning and troubleshooting, energy management. Modulating valves and dampers; temperature, pressure, and CO2 sensors; humidity control.
- TAB: Testing, adjusting, and balancing of air and hydronic systems.

Refrigeration:

- Cooling Equipment: Compressors, condensers, cooling towers, unit coolers.
- Systems: Walk-in coolers and freezers, commercial freezers, liquid overfeed systems, ammonia systems.
- Compartments and Enclosures: Pre-fab refrigeration panels, insulation, vapor barriers.

Plumbing:

- Domestic Hot and Cold Water: Water heaters, mixing valves, hot water recirc. pumps, shock absorbers, clothes washers.
- Sanitary and Storm Drainage: Waste and vent piping, grease interceptors, sand and oil interceptors, acid neutralizing basins, septic tanks, leaching fields.
- Gas Systems: Natural gas and propane, gas piping, regulators, gas valves.
- Gas-fired Appliances: Boilers, furnaces, domestic water heaters, ranges, ovens, fryers, barbeques, gas logs.
- Fuel Oil: Tanks, pumping, delivery systems.

Fire Protection:

- Sprinkler Systems: Wet pipe, dry pipe, preaction systems, sprinkler heads, fire-entry stations, stand pipes, fire pump systems and jockey pumps.
- Kitchen Hood Fire Suppression Systems: Chemical agents, nozzles, fusible links.
- Fire Alarm Systems: Smoke detectors, heat detectors, carbon monoxide detectors, flow switches, pull stations.
- Smoke Control Systems: Annual testing, new building commissioning.

Industrial Systems:

- Process: High temperature hot water, high pressure steam, compressed air, ammonia refrigeration, absorption chillers, ice and chilled water storage, emergency power generators, cogeneration, heat recovery.
- Air Quality and Ventilation: Fans, ductwork, fume hoods, paint booths, blowers, air scrubbers.

Electrical:

- Lighting: Analysis of energy efficient upgrades.
- Controls: Low voltage control circuits, temperature control panels, VFDs, temperature and pressure sensors.

Design Consulting:

- Schematic Design: Selection of system types, value engineering.
- Design Development: Load calculations, equipment selections, coordination with other design disciplines.
- Construction Documents: Pipe and duct layout and sizing, terminal units, writing specifications, equipment schedules and details.
- Controls: Developing controls points lists and writing control sequences.

Construction Management:

- Bidding Phase: Pre-bid walk-thru, bid evaluation, bid bond, certificate of insurance, contractor's qualification statement.
- Contract Award: Contractual agreement, performance bond, payment bond, schedule of values, pull permits.
- Procurement: National vendor agreements, write purchase orders.
- Construction Phase: Chair construction meetings, evaluate change orders, manage construction schedule, coordinate work with sub-contractors, shop drawings, applications for payment, hazardous materials abatement.
- Contract Close-out: Punch lists, partial and final lien waivers, certificate of substantial completion, liquidated damages, consent of surety.

Performance Contracting and Retro-Commissioning of Existing Buildings:

- Feasibility: Field survey and on-site investigation, equipment condition assessment, data loggers and BAS trending, facility operator interviews, CO2 testing.
- Utility Analysis: Gas and electric usage analysis, EUA, rate schedules, performance baselines.
- Savings Analysis: Load profiles, energy savings calculations, cost estimates, simple payback.
- Design and Construction: Retrofit design calculations, construction drawings and specs, sub-contracting agreements, guaranteed savings agreements.
- Operations: Energy savings measurement and verification, energy model calibrations, operator training.

Commissioning of New Buildings:

- LEED Cx: Fundamental and Enhanced Commissioning.
- Planning and Design: Owner's Project Requirements, Basis of Design, design reviews, commissioning specifications, commissioning plan.
- Construction: Submittal review, installation verification, equipment start-ups.
- Functional Testing: TAB, write test procedures, point-to-point check-out, control sequence testing, troubleshooting, issues tracking log, chair commissioning meetings.
- Closeout: O&M Manuals, As-Built drawings, systems training, systems manual.
- Post Occupancy / Warranty: Opposite season functional testing, near end of warranty review, final commissioning report.

Types of Facilities:

Industrial, commercial, residential, healthcare, BSL-3 Labs, hospital laundries, commercial kitchens, food processing, commercial freezers, data centers, colleges and universities, K-12 schools, vehicle maintenance, hotels, RV trailers, indoor cultivation facilities, cannabis oil extraction facilities, natatoriums, shopping malls.

Tools and Instruments:

Experience with operating multi-meter, amprobe, watt meter, thermocouples, humidity sensors, data loggers, ultrasonic flowmeters, manometers, air flow hoods, soldering torch, pressure gauges, gas detectors.

Jan. 2019 **YA Engineering Services, Arvada, Colorado**

- present *Senior Project Manager*

Provide technical investigations, analysis, scope of repairs, cost estimates, reports, and testimony toward the resolution of insurance claims and lawsuits involving building mechanical systems.

2017 to **Bruce A. Straughan, PE, Arvada, Colorado**

2018 *Owner*

Provided technical investigations, analysis, reports, and testimony toward the resolution of insurance claims, lawsuits, and criminal cases involving building mechanical systems.

- 2015 to 2017 **Robson Forensic, Inc.**, Denver, Colorado
Mechanical Engineer
 Provided technical investigations, analysis, and reports toward the resolution of insurance claims and lawsuits involving building mechanical systems.
- 2005 to 2014 **Engineering Economics, Inc.**, Golden, Colorado
Commissioning Project Manager
 Led efforts to commission HVAC, plumbing, and fire suppression systems. Responsible for managing all aspects of projects, including budget, schedule, client relationship, field personnel, and all deliverables. New construction projects included design reviews, specification writing, installation inspections, functional testing, training, test report writing, and chairing meetings with contractors and clients. Retro-Commissioning projects included energy auditing, identifying energy conservation measures, calculating energy savings and estimating cost.
- 2003 to 2005 **American Energy Assets, LLC**, Greenwood Village, Colorado
Project Manager
 Managed projects involving design and feasibility studies, energy auditing, energy savings calculations for proposed retrofits, cost estimates, construction management, operations, and energy savings Measurement & Verification.
- 2002 to 2003 **Bruce A. Straughan, P.E.**, Aurora, Colorado
Owner
 Worked as an independent consultant on design projects, energy audits, and feasibility studies in HVAC, plumbing, and energy engineering.
- 2001 to 2002 **CH2M HILL**, Englewood, Colorado
Mechanical Engineer
 Worked in the Power Generation Group on power plant engineering, procurement, and construction (EPC) and energy management projects.
- 1995 to 2001 **TXU Energy / ServiceMaster Energy Management**, Englewood, Colorado
Project Manager
 Responsible for guaranteed energy savings performance contracting projects from conception through construction. Performed facility energy audits, utility rate analysis, retrofit cost vs. payback analysis, mechanical design, bidder selection, equipment procurement, construction management, and commissioning. Responsible for all aspects of projects, including budgets, schedule, and customer satisfaction. Also held a Director's position with responsibility for 10 direct reporting personnel.
- 1993 to 1995 **MKK Consulting Engineers**, Denver, Colorado
Mechanical Engineer
 Performed design and construction administration on commercial and institutional projects involving HVAC, Plumbing, and Fire Protection systems. Produced construction drawings and specifications; selected equipment; sized and laid out ductwork, piping and equipment rooms. Inspected installations for compliance with contract documents.

- 1992 to 1993 **Climate Masters Service Company**, Longmont, Colorado
Sales Engineer
Worked as Salesman, Estimator, and Design Engineer for residential and light commercial HVAC and plumbing installation projects.
- 1988 to 1991 **United States Army**, Kaiserslautern, West Germany
Utilities Equipment Repairer / Armorer
Honor Graduate of Utilities Equipment Repairer School – 52C (HVAC service technician training). Responsible for storage and repair of small arms including assault rifles, bayonets, pistols, 50 caliber machine guns, and M203 grenade launchers. Was custodian of initial supply of ammunition and sensitive electronics used for determining if approaching aircraft are friendly or hostile. Had a Secret Security Clearance. Served on active duty for the duration of the Persian Gulf War. Received National Defense Service Ribbon, Army Commendation Medal, and Honorable Discharge.

PROFESSIONAL CREDENTIALS

Registered Professional Engineer:

Colorado, New Mexico, Kansas, Nebraska, Wyoming, Arizona, New Jersey, District of Columbia, Massachusetts, NCEES

Certified Energy Manager (CEM), by Association of Energy Engineers (AEE)

Certified Fire & Explosion Investigator (CFEI), by National Association of Fire Investigators

SCUBA Diving – Certified Open Water Diver, by SCUBA Schools International (SSI)

U.S. Passport

EDUCATION

B.S., Mechanical Engineering, University of Wyoming, Laramie, Wyoming, 1987

Honor Graduate, US Army Utilities Equipment Repairer School, Ft. Belvoir, VA, 1989

PROFESSIONAL MEMBERSHIPS

American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

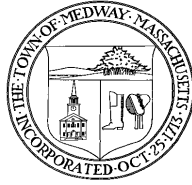
National Association of Fire Investigators (NAFI)

National Fire Protection Association (NFPA)

TESTIMONY

Deposition – July 17, 2017. Harvey Hottel vs. Windmuller Lucinde. District of Columbia Civil No. 2016 CA 002874 R(RP). Design / Construction defect.

Interview with Prosecuting Attorney – Sept. 7 and Sept. 19, 2018. State of Arizona vs. Valentin. CR2016-142954-001 DT. Testified in criminal court – Dec. 4, 2018.



August 13, 2019

**Medway Planning & Economic Development Board
Meeting**

**ZBA Petitions for 1 Rolling Lane, 2 Cottage
Street, and 1 Wild Turkey Run**

The ZBA has received three petitions on which it will conduct public hearings on September 4, 2019. The ZBA has requested review comments by September 3, 2019.

- 1 Rolling Lane – Accessory Family Dwelling Unit Special permit to “legalize” an existing in-law apartment already within the house
- 2 Cottage Street – Variance to allow the keeping of 2 goats on this property which is located in the Village Residential district where no livestock is allowed.
- 1 Wild Turkey Run – Special permit for a “kennel” to have 4 dogs as pets

GENERAL APPLICATION FORM



TOWN OF MEDWAY

ZONING BOARD OF APPEALS

155 Village Street
Medway MA 02053

Phone: 508-321-4915 | zoning@townofmedway.org
www.townofmedway.org/zoning-board-appeal

NOTE: THE APPLICATION WILL NOT BE CONSIDERED "COMPLETE" UNLESS ALL NECESSARY DOCUMENTS, FEES, & WAIVER REQUESTS ARE SUBMITTED. A GENERAL APPLICATION FORM MUST BE COMPLETED FOR ALL APPLICATIONS.

TO BE COMPLETED BY THE APPLICANT

Applicant/Petitioner(s):	Application Request(s):
William & Sheri Tagliaferri	
Property Owner(s):	
SAME	Appeal <input type="checkbox"/>
	Special Permit <input checked="" type="checkbox"/>
Site Address(es):	Variance <input type="checkbox"/>
1 ROLLING LN	Determination/Finding <input type="checkbox"/>
MEDWAY, MA 02053	Extension <input type="checkbox"/>
	Modification <input type="checkbox"/>
Parcel ID(s):	Comprehensive Permit <input type="checkbox"/>
58-028	
Zoning District(s):	
VR	
Registry of Deeds Book & Page No. and Date or Land Court Certificate No. and Date of Current Title:	
Book - Page 36938-114 07-03-2019	

TOWN CLERK STAMP

TO BE COMPLETED BY STAFF:

Check No.:
Date of Complete Submittal:
Comments:

GENERAL APPLICATION FORM**APPLICANT/PETITIONER INFORMATION**

The owner(s) of the land must be included as an applicant, even if not the proponent. Persons or entities other than the owner may also serve as co-applicants in addition to the owner(s), however, in each instance, such person shall provide sufficient written evidence of authority to act on behalf of the owner(s). For legal entities such as corporations, LLCs, etc., list the type and legal status of ownership, the name of the trustees/officer members, their affiliation, and contact information. Please provide attachment for information if necessary.

Applicant/Petitioner(s): William & Sheri Tagliaferri	Phone: 508-533-0490
	Email: the.tags@verizon.net
Address: 1 Rolling Ln Medway, MA 02053	
Attorney/Engineer/Representative(s): N/A	Phone:
	Email:
Address:	
Owner(s):	Phone:
	Email:
Mailing Address:	

Please list name and address of other parties with financial interest in this property (use attachment if necessary):
N/A

Please disclose any relationship, past or present, interested parties may have with members of the ZBA:
N/A

I hereby certify that the information on this application and plans submitted herewith are correct, and that the application complies with all applicable provisions of Statutes, Regulations, and Bylaws to the best of my knowledge, and that 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.

William Tagliaferri Sheri Tagliaferri 23-JUL-2019
Signature of Applicant/Petitioner or Representative Date

Signature Property Owner (if different than Applicant/Petitioner)

Date

GENERAL APPLICATION FORM

APPLICATION INFORMATION

		YES	NO
Applicable Section(s) of the Zoning Bylaw:	Requesting Waivers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SECTION 8.2	Does the proposed use conform to the current Zoning Bylaw?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present Use of Property: SINGLE FAMILY DWELLING	Has the applicant applied for and/or been refused a building permit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Is the property or are the buildings/ structures pre-existing nonconforming?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Use of Property: SINGLE FAMILY DWELLING W/ACCESSORY FAMILY DWELLING UNIT	Is the proposal subject to approval by the BOH or BOS?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Is the proposal subject to approval by the Conservation Commission?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Date Lot was created: 1988	Is the property located in the Floodplain District?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date Building was erected: 1989	Is the property located in the Groundwater Protection District?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the property meet the intent of the Design Review Guidelines? YES	Is the property located in a designated Historic District or is it designated as a Historic Landmark?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Describe Application Request: We are applying for a special permit for an Accessory Family Dwelling Unit. The unit has existed since the house was built in 1989. We purchased the house in 2005. We want our house to conform to the zoning bylaws that allows such a unit. The unit will be occupied by my wife's mother.			

GENERAL APPLICATION FORM

FILL IN THE APPLICABLE DATA BELOW

Required Data	Bylaw Requirement	Existing	Proposed
A. Use		Single Family	SF w/AFDU
B. Dwelling Units	1	1	1
C. Lot Size	22,500	39,345	39,345
D. Lot Frontage	150	56.17	56.17
E. Front Setback	20	241	241
F. Side Setback	10	24	24
G. Side Setback	10	35	35
H. Rear Setback	10	254	254
I. Lot Coverage	30%	3.4%	3.4%
J. Height	35	29	29
K. Parking Spaces		4	4
L. Other			

FOR TOWN HALL USE ONLY

To be filled out by the Building Commissioner:

Date Reviewed

Medway Building Commissioner

Comments:

After completing this form, please submit an electronic copy to zoning@townofmedway.org and 4 paper copies to the Community & Economic Development Department.



TOWN OF MEDWAY

ZONING BOARD OF APPEALS

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TO BE COMPLETED BY THE APPLICANT

Please provide evidence regarding how the Special Permit Decision Criteria, outlined below, is met. Please write "N/A" if you believe any of the Criteria is Not Applicable. Provide attachments if necessary.

<p>1. The proposed site is an appropriate location for the proposed use: Dwelling currently exists</p>
<p>2. Adequate and appropriate facilities will be provided for the operation of the proposed use: Dwelling currently exists</p>
<p>3. The proposed use as developed will not create a hazard to abutters, vehicles, pedestrians, or the environment: Dwelling currently exists</p>
<p>4. The proposed use will not cause undue traffic congestion or conflicts in the immediate area: Dwelling currently exists</p>
<p>5. The proposed use will not be detrimental to the adjoining properties due to lighting, flooding, odors, dust, noise, vibration, refuse materials, or other undesirable visual, site, or operational attributes of the proposed use: Dwelling currently exists</p>
<p>6. The proposed use as developed will not adversely affect the surrounding neighborhood or significantly alter the character of the zoning district: Dwelling currently exists</p>

GENERAL SPECIAL PERMIT FORM

7. The proposed use is in harmony with the general purpose and intent of this Zoning Bylaw:

YES

8. The proposed use is consistent with the goals of the Medway Master Plan:

YES

9. The proposed use will not be detrimental to the public good:

YES

William Todgeson
Signature of Applicant/Petitioner or Representative

23-JUL-2019
Date

2

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

Bk 36938 Pg114 #55155
07-03-2019 @ 09:15a

CERTIFY

William P. O'Connell
WILLIAM P. O'CONNELL REGISTER

N O T

A N

I C I A L

C O P Y

N O T

A N

O F F I C I A L

QUITCLAIM DEED C O P Y

William E. Tagliaferri, Jr. and Sheri R. Tagliaferri, husband and wife, of Medway, Massachusetts, and Carol A. Auty, of Uxbridge, Massachusetts

for consideration paid of ONE DOLLAR (\$1.00)

Grant to William E. Tagliaferri, Jr., and Sheri R. Tagliaferri, husband and wife, tenants by the entirety of

One Rolling Lane, Medway, Massachusetts

with QUITCLAIM COVENANTS

The land, together with the buildings located thereon, situated on the easterly side of Norfolk Avenue in Medway, Norfolk County, Massachusetts and being shown as LOT 2 on a plan of land entitled "Baker's Way in Medway, Mass." dated March 1, 1988, revised September 7, 1988, drawn by DeSimone Surveying Services, Inc., and recorded with the Norfolk County Registry of Deeds as Plan No. 1382 of 1988 in Plan Book 376 to which reference may be made for a more particular description.

Also the land on the easterly side of Norfolk Avenue in Medway and being shown as a 33 foot wide private layout called Rolling land on a plan of land entitled "Baker's Way in Medway, Mass." dated March 1, 1988, revised September 7, 1988, drawn by DeSimone Surveying Services, Inc. and recorded with Norfolk County Registry of Deeds as Plan Book 1382 of 1988 in Plan Book 376 to which plan reference may be made for a more particular description.

Subject to and with the benefit of rights, restrictions, easements and reservations of record, so far as now in force and applicable.

Carol A. Auty, under the penalties of perjury, hereby releases any and all rights of homestead in said premises.

For title reference, see deed dated June 16, 2005 recorded with the Norfolk Registry of Deeds in Book 22520, Page 31.

One Rolling Lane, Medway, MA

NOT
A N
Witness our Hands and seals this 28 day of June, 2019.
C O P Y

William E. Tagliaferri Jr.
William E. Tagliaferri, Jr.

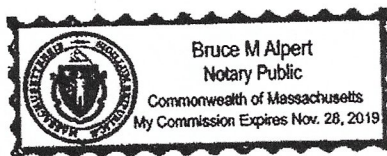
Sheri R. Tagliaferri
Sheri R. Tagliaferri

COMMONWEALTH OF MASSACHUSETTS

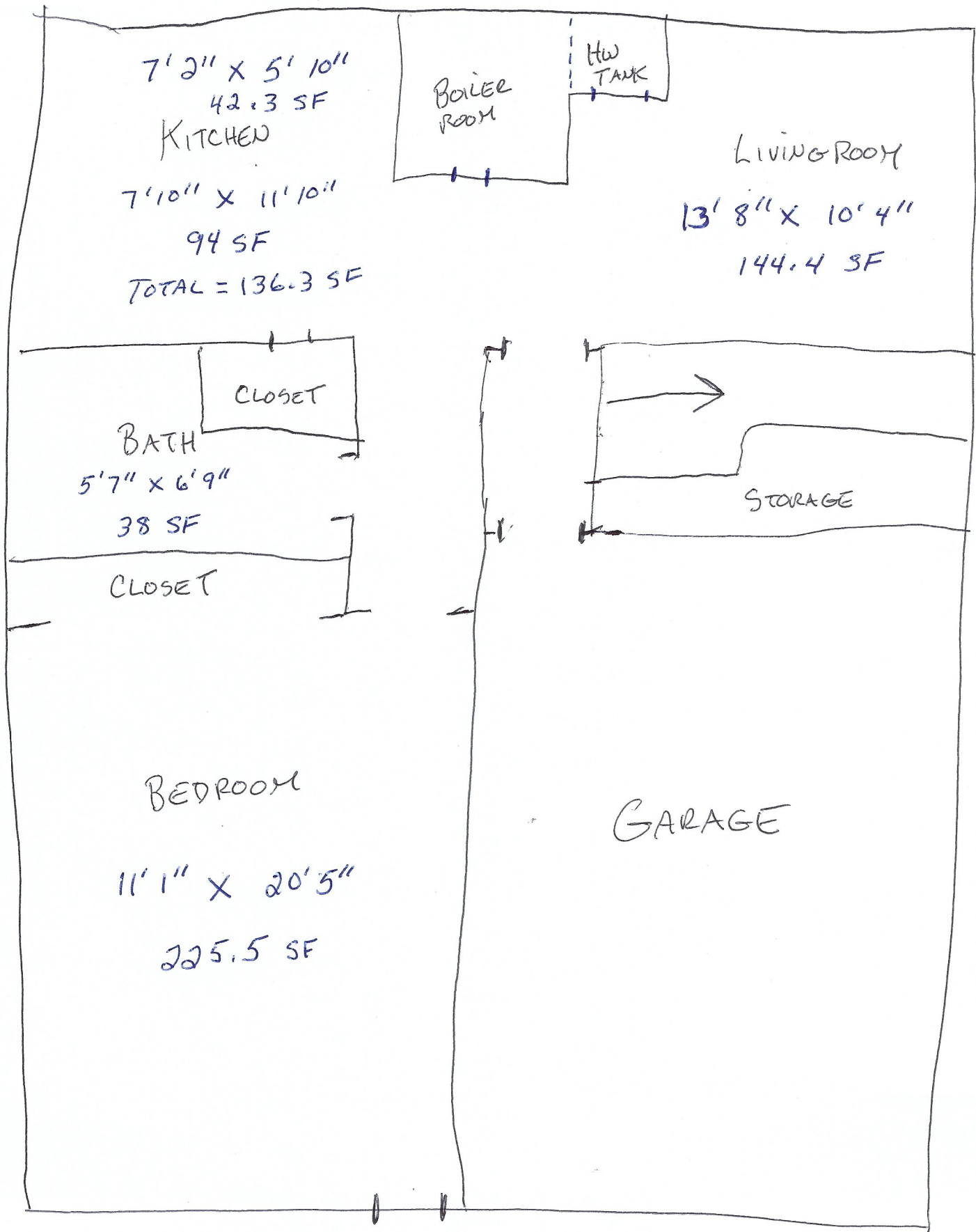
COUNTY OF Norfolk

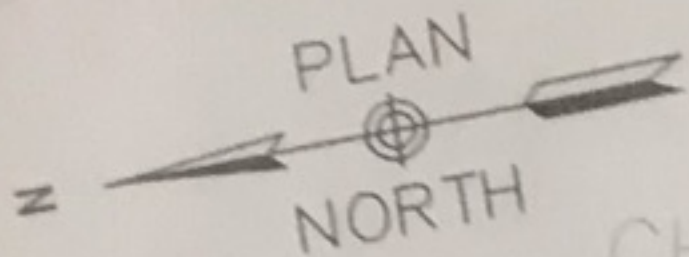
On this 28th day of June, 2019, before me, the undersigned notary public, personally appeared William E. Tagliaferri, Jr., and Sheri R. Tagliaferri, proved to me through satisfactory evidence of identification which were MA Driver's Licenses to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Bruce M. Alpert
Notary Public
My Commission Expires:

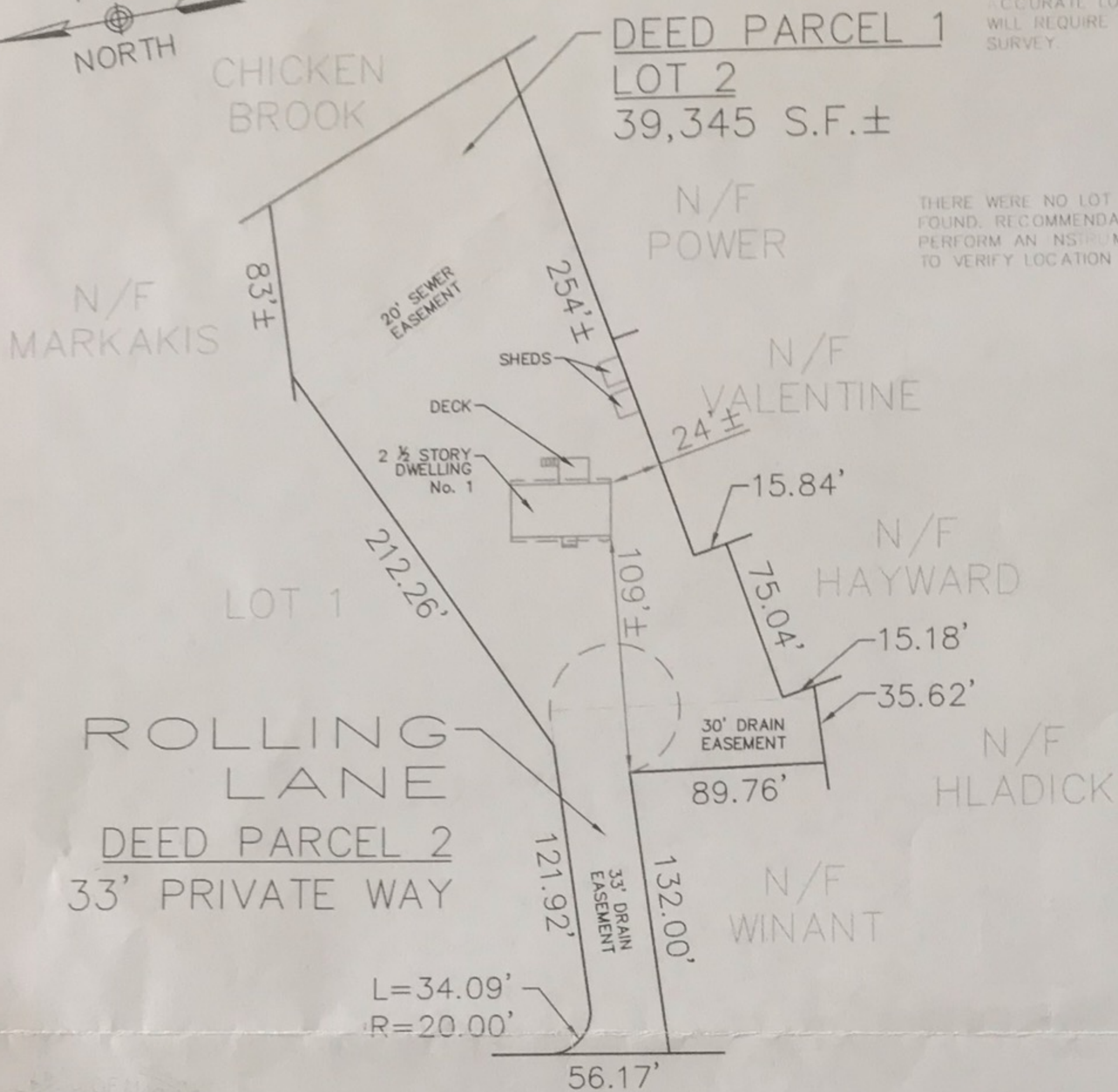


TOTAL = 542 SF





LOCATION OF STRUCTURE(S)
BASED ON LINES OF
OCCUPATION ONLY. A MORE
ACCURATE LOCATION
WILL REQUIRE AN INSTRUMENT
SURVEY.

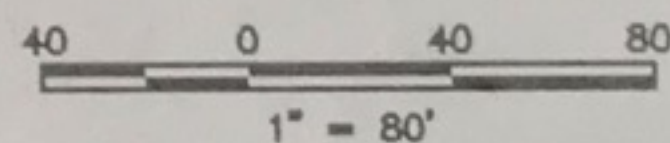


THERE WERE NO LOT CORNERS
FOUND. RECOMMENDATION IS TO
PERFORM AN INSTRUMENT SURVEY
TO VERIFY LOCATION AS SHOWN.



John S. Lauretani
June 7, 2005

NORFOLK
AVENUE



ASC #:	50068805
CLIENT #:	IMS-805
FIELDDED:	PD
DRAFTED:	CAD
APPROVED:	JSL
DATE:	6/7/05

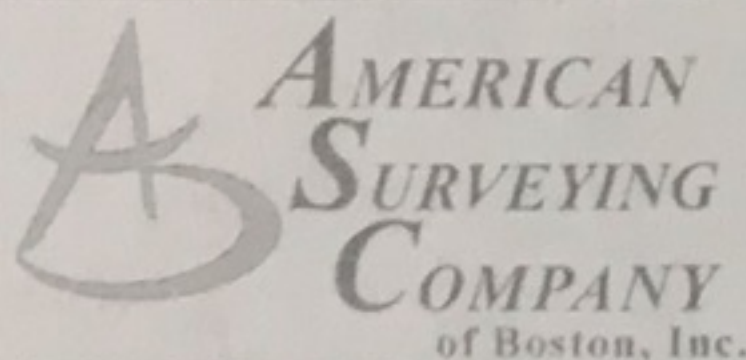
ADDRESS:

1 ROLLING LANE MEDWAY MA.

CERTIFIED TO:

INDEPENDENT MORTGAGE SERVICES, INC.

MORTGAGE INSPECTION PLAN

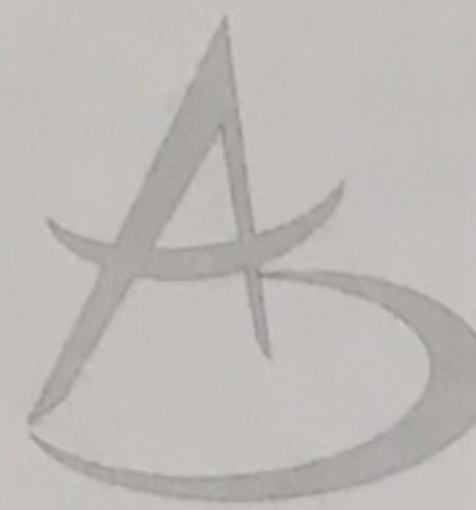


1264 Main Street • Waltham, MA 02451
TEL: 781-893-6477 FAX: 781-893-7091
www.ASCofBoston.com

WALSH & SWEENEY, LLP

140 Wood Road Suite 103 • Braintree, MA 02184

Phone: 781-843-2218 • Fax: 781-843-2234



I, JOHN S. LAURETANI, PLS
a Registered Land Surveyor, do
hereby certify that the above Mortgage
Inspection Plan was prepared for:
INDEPENDENT MORTGAGE SERV.
in connection with a new Mortgage
and is NOT intended or represented
to be a Land or Property Survey. No
corners were set, and it cannot be
used for establishing fence, hedge, or
building lines. The land shown hereon
is based upon client furnished
information, and may be subject to
further Out-Sales, Takings,
Easements and Rights of Way. No
responsibility is extended herein to the
Land Owner or Occupant. It is not
intended to be recorded.
© 2005 the Outland group

Deed recorded at: NORFOLK County
Registry of Deeds Book: 9507 Page: 131
Plan Reference: PLAN 1382 (1988) L. C. Cert. #:
Drawn per Town of: Assessor Map #:
Parcel #: Dated:
Address: 1 ROLLING LANE MEDWAY MA.
Borrower: W. E. & S. A. TAGLIAFERI & J. M. AUTY & C. AUTY
Client Name: WALSH & SWEENEY, LLP

The subject DWELLING lies in Flood Zone: B as shown on National Flood Insurance Program Flood Rate Map
Dated: 6/18/1980 Community Panel: 2502430004B

The location of the original dwelling shown hereon either was in compliance with local applicable Zoning Bylaws in effect when
constructed (with respect to horizontal dimensional requirements only), or is exempt from violation enforcement action under
Mass G.L. Title VII, Chapter 40A Section 7 unless otherwise noted or shown hereon. A confirmatory Instrument Survey is
advised when structures are shown less than 1' from property or required Zoning Setback Lines.

FOR ALL INQUIRIES CONTACT ASC OF BOSTON
AT (781) 893-6477

DATE	REVISION	DATE	REVISION



GENERAL APPLICATION FORM**TOWN OF MEDWAY****ZONING BOARD OF APPEALS**

155 Village Street
Medway MA 02053

Phone: 508-321-4915 | zoning@townofmedway.org
www.townofmedway.org/zoning-board-appeal

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TO BE COMPLETED BY THE APPLICANT

Applicant/Petitioner(s): Heidi McDade	Application Request(s):
Property Owner(s): Heidi McDade Ryan McDade	Appeal <input type="checkbox"/>
Site Address(es): 2 Cottage St.	Special Permit <input type="checkbox"/>
Parcel ID(s): 48-027	Variance <input checked="" type="checkbox"/>
	Determination/Finding <input type="checkbox"/>
	Extension (provide previous case #) <input type="checkbox"/>
	Modification (provide previous case #) <input type="checkbox"/>
Zoning District(s): VR	Withdrawal <input type="checkbox"/>
	Comprehensive Permit <input type="checkbox"/>
Registry of Deeds Book & Page No. and Date or Land Court Certificate No. and Date of Current Title:	

TOWN CLERK STAMP

**TO BE COMPLETED BY STAFF:**

Check No.:

Date of Complete Submittal:

Comments:

GENERAL APPLICATION FORM

APPLICANT/PETITIONER INFORMATION

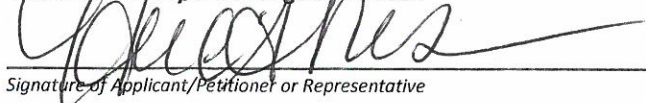
The owner(s) of the land must be included as an applicant, even if not the proponent. Persons or entities other than the owner may also serve as co-applicants in addition to the owner(s), however, in each instance, such person shall provide sufficient written evidence of authority to act on behalf of the owner(s). For legal entities such as corporations, LLCs, etc., list the type and legal status of ownership, the name of the trustees/officer members, their affiliation, and contact information. Please provide attachment for information if necessary.

Applicant/Petitioner(s): Heidi McDade		Phone: 978 551 7383
		Email: heidi_salons@yahoo.com
Address: 2 Cottage St.		
Attorney/Engineer/Representative(s):		Phone:
		Email:
Address:		
Owner(s): Heidi McDade Ryan McDade		Phone: 978 551 7383
		Email: heidi_salons@yahoo.com
Mailing Address: 2 Cottage St.		

Please list name and address of other parties with financial interest in this property (use attachment if necessary):

Please disclose any relationship, past or present, interested parties may have with members of the ZBA:

I hereby certify that the information on this application and plans submitted herewith are correct, and that the application complies with all applicable provisions of Statutes, Regulations, and Bylaws to the best of my knowledge, and that 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/Petitioner or Representative

8/5/19
Date

Signature Property Owner (if different than Applicant/Petitioner)

Date

GENERAL APPLICATION FORM

APPLICATION INFORMATION

YES NO

Applicable Section(s) of the Zoning Bylaw: <i>Section 5.4 table 1</i>	Requesting Waivers?	<input checked="" type="radio"/> Y <input type="radio"/> N
Present Use of Property: <i>single family home</i>	Does the proposed use conform to the current Zoning Bylaw?	Y <input type="radio"/> N <input checked="" type="radio"/>
	Has the applicant applied for and/or been refused a building permit?	Y <input type="radio"/> N <input checked="" type="radio"/>
	Is the property or are the buildings/ structures pre-existing nonconforming?	Y <input type="radio"/> N <input type="radio"/>
Proposed Use of Property: <i>to own 2 Nigerian Dwarf goats. Dairy goats.</i>	Is the proposal subject to approval by the BOH or BOS?	<input checked="" type="radio"/> Y <input type="radio"/> N
	Is the proposal subject to approval by the Conservation Commission?	Y <input type="radio"/> N <input checked="" type="radio"/>
Date Lot was created:	Is the property located in the Floodplain District?	Y <input type="radio"/> N <input checked="" type="radio"/>
Date Building was erected: <i>1875</i>	Is the property located in the Groundwater Protection District?	Y <input type="radio"/> N <input checked="" type="radio"/>
Does the property meet the intent of the Design Review Guidelines?	Is the property located in a designated Historic District or is it designated as a Historic Landmark?	Y <input type="radio"/> N <input checked="" type="radio"/>

Describe Application Request:

I would like to own 2 Nigerian Dwarf goats for dairy purposes. They will have their own gated enclosure in my already fenced in yard away from abutting properties. They are miniature so they do not require a lot of space / sq. footage. I plan to milk them for milk and cheese, which will substantially reduce my grocery bill. They will be clean, no smell and quiet. I will not be building or expanding any structure for them. Only a 15' x 30' rectangular wood fence on my property. I will only use 450' sq. ft of my property.

GENERAL APPLICATION FORM

FILL IN THE APPLICABLE DATA BELOW

Required Data	Bylaw Requirement	Existing	Proposed
A. Use			
B. Dwelling Units		SF	" "
C. Lot Size		10,945	" "
D. Lot Frontage		104	" "
E. Front Setback		104	" "
F. Side Setback		114	" "
G. Side Setback		114	" "
H. Rear Setback		89	" "
I. Lot Coverage			" "
J. Height			
K. Parking Spaces			
L. Other			

FOR TOWN HALL USE ONLY

To be filled out by the Building Commissioner:

Date Reviewed

Medway Building Commissioner

Comments:

After completing this form, please submit an electronic copy to zoning@townofmedway.org and 4 paper copies to the Community & Economic Development Department.



TOWN OF MEDWAY

ZONING BOARD OF APPEALS

155 Village Street
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TO BE COMPLETED BY THE APPLICANT

Please provide evidence regarding how the Variance Criteria, outlined below, is met. All Variance Criteria must be met to be considered. Provide attachments if necessary.

1. 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)

See attached - Qwest/Answer #1

2. What substantial hardship, financial or otherwise, is caused by the circumstances listed above when the literal enforcement of Medway Zoning Bylaw is applied? (See MGL c. 40A Section 10) (Cannot be *personal hardship*)

See attached - Qwest/Answer #2

3. State why desirable relief may be granted without substantial detriment to the public good.

The public will not be harmed in any way if granted because they are quiet, good natured animals. No abutting property can see full area due to location of enclosure. They will not be in plain sight. They do not smell or cause destruction. See attached photos.

4. State why relief may be granted without nullifying or substantially derogating from the intent or purpose of the Zoning Bylaw.

I will only be using 450 square feet of my property to house the goats. They are miniature so they do not need a lot of space. I do not need 44,000 sq. feet of property for them.

[Signature]
Signature of Applicant/Petitioner or Representative

8/5/19
Date

Answer for question #1

I will not be digging or adding any structure to my property for the goats. Only a rectangular fence that will sit more than required footage away from any abutting properties. I am in a zone that states I cannot have livestock with property under 44,000 square feet. I am in VR zone which my property lines touch other properties in zone AR-II, which can have livestock on less than 44,000 square feet. I am located at the very top of my zone. I would like to be seen as an exception to have these 2 dwarf dairy goats to due their small stature and only needing 450 square feet of enclosure for them. I will not be adding any addition of any sort to my existing home or land. This will not change any square footage of my property. As for the soil conditions, goat manure is odorless and

very beneficial for the soil. It is a common fertilizer to help produce healthier plants. Also helps fertilize herbs and vegetables. Their manure does not attract insects or burn plants as does manure from cows or horses. Goat manure can even be composted and used as mulch. Their dry pellets are easy to collect and are less messy. The layout of my property will stay the exact same. I have attached printed information on this topic.

Answer for question #2

The milk and cheese that can be provided by these dairy goats will substantially relieve our grocery bill. It will be a healthier lifestyle for us.



- Fire Stations
- Schools
- Public Libraries
- Police Stations
- Ice Rinks
- Hospitals
- Community Health Centers
- Zoning Districts December
- AR-I
- AR-II
- VR
- VC
- CB
- C-V
- BI
- LI
- LI-I
- LI-II
- LI-III
- Major Ponds
- Streams - Networked
- Parcels
- MA Highways
- US Highway
- Numbered Routes
- Abutting Town names
- Abutting Towns
- Town Boundary
- Buildings MGIS
- Streets

TEMPLE STREET

MAIN STREET

MAIN STREET

COTTAGE STREET

EVERGREEN STREET

ELM STREET

Handwritten: 143, 141, 145, 149, 146, 144, 2, 142, 4, 140, 138, 136, 129, 135, 139, 7, 9, 11, 6, 4, 2, Heidi, 13, 17, 19, 7

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

0 150 300 ft

Printed on 08/05/2019 at 11:47 AM

Town of Medway, MA GIS

III

garden
beds
can
create
the
optimal



Image by Tamhako the Jaguar

growing conditions for your plants. The naturally dry pellets are not only easy to collect and apply, but are less messy than many other types of manure. There are endless uses for goat manure. Goat droppings can be used in nearly any type of garden, including that of flowering plants, herbs, vegetables, and fruit trees. Goat manure can even be composted and used as mulch.

Is Goat Manure Good Fertilizer?

One of the most common uses for goat manure is as a fertilizer. Goat manure fertilizer can help gardeners produce healthier plants and crop yields. Goats not only produce neater pelletized droppings, but their manure doesn't typically attract insects or burn plants as does manure from [cows](#) or [horses](#). Goat manure is virtually odorless and is beneficial for the soil



COMPOSTING MANURES

Making And
Using Horse
Manure
Compost



COMPOSTING MANURES

Using
Composted
Alpaca Manure
In The Garden

Turn what you're
into a business

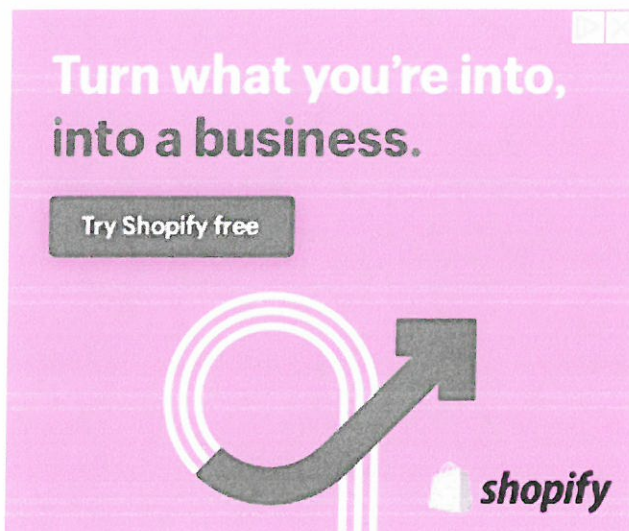
Try Shopify free



CHOOSE FIRST CLASS
BOSTON TO PITTS

This manure contains adequate amounts of the nutrients that plants need for optimal growth, especially when the goats have bed in stalls. As urine collects in goat droppings, the manure retains more nitrogen, thus increasing its fertilizing potency. However, this increase in nitrogen usually requires [composting](#) prior to use.

Using Goat Manure for Fertilizer



Using goat manure in garden areas is one of the best ways to enrich the soil. Its pelleted state makes it suitable for direct applications to flower and vegetable gardens without the worry of burning plants.

In addition, the pellets are easy to spread and [till into the garden](#). Working in equal parts of goat manure, sand, and straw to spring beds is another option, adding more or less manure throughout the season depending on the plants grown.

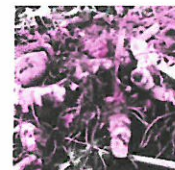
If desired, you can add your goat manure fertilizer to the garden in the fall and allow it to soak into the ground over winter. You can typically obtain goat manure fertilizer from garden supply centers or from local farms and retailers. In fact, if you are willing to come get it, many goat farmers would be more than happy to give you manure just to get it out of their way.

Composting Goat Manure

Newest Articles



CHRYSANTHEMUMS
Chrysanthemum Verticillium Wilt: Learn About Mum Verticillium Control



CANNAS
Canna Lily Rot: What Causes Rotting Canna Rhizomes



GARDEN SPACES
What Is A Stroll Garden – How To Make A Stroll Garden At Home

Making your own compost is not hard or messy. Finished compost is dry and very rich. Set up your composting device, which in most cases consists of a [bin-type structure](#). Mix the manure in with other organic materials such as [grass clippings](#), [leaves](#), straw, [kitchen scraps](#), [eggshells](#), etc. Keep the compost moist and occasionally [stir the pile to mix everything together](#) and increase airflow, which helps break it down. Depending on its size, this can take weeks or months. Keep in mind that the smaller the pile, the faster it will decompose.

Another advantage to using goat manure for fertilizer is the fact that the pelletized droppings allow more airflow into compost piles, which speeds up composting time as well. When composting goat manure, you may want to work the pile throughout fall and winter for spring application or you can take out what you need for a given job until the compost is finished.

Composted manure can add nutrients to the soil, promote healthier plant growth, and increase crop yields without the use of harmful chemicals.

[Printer Friendly Version](#)

This article was last updated on 01/17/18

[Read more about Composting Manures](#)

[< Previous](#)

[Next >](#)

You might also like...



BASIL

Diseases And Problems With Growing Basil



IMPATIENS

How To Grow Impatiens Plants



URBAN GARDENS

Allotment Gardens – Learning About Urban Community Gardening

Characteristics

There are two different height standards for the Nigerian Dwarf goat. The height standard maintained by the American Goat Society and the American Dairy Goat Association requires does to be less than 22.5 inches (57 cm) at the withers, and bucks to be less than 23.5 inches (60 cm) at the withers. The Nigerian Dwarf Goat Association states does should ideally be 17–19 inches (43–48 cm) in height, with a maximum allowed height of 21 inches (53 cm), and bucks should ideally be 19–21 inches (48–53 cm), with a maximum allowed height of 23 inches (58 cm).



Closeup of a blue eye in a Nigerian Dwarf goat.

They come in many colors: white, black, gold, red, cream and patterns such as buckskin (brown with a black cape over the head and neck along with other black markings) and chamoisee (similar to an Oberhasli goat), with or without white spots.^[3]

Milk

The Nigerian Dwarf does give a surprising quantity of milk for its size. Its production ranges from 0.5–4 kg of milk per day (one quart of milk weighs roughly 2 pounds), with an average doe producing about 2.5 pounds of milk per day. Production depends upon genetics, how many times the doe has freshened (given birth), quality and type of feed, and general good management.

Since Nigerians breed year-round, it is easy to stagger freshening in a herd for year-round production of milk. Thus, they are ideal milk goats for most families. Their milk has a higher butterfat content than milk from full-sized dairy goats, averaging 6.5% according to the American Dairy Goat Association.^[4]

Care

Nigerian Dwarf goats are gentle and intelligent.^[3]

References

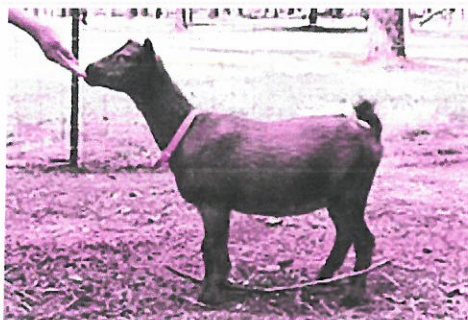
1. Barbara Rischkowsky, D. Pilling (eds.) (2007). List of breeds documented in the Global Databank for Animal Genetic Resources (ftp://ftp.fao.org/docrep/fao/010/a1250e/annexes/List%20of%20breeds%20documented%20in%20the%20Global%20Databank%20for%20Animal%20Genetic%20Resources/List_breeds.pdf), annex to *The State of the World's Animal Genetic Resources for Food and Agriculture* (<ftp://ftp.fao.org/docrep/fao/010/a1250e/a1250e.pdf>). Rome: Food and Agriculture Organization of the United Nations. ISBN 9789251057629. Accessed January 2017.
2. Valerie Porter, Lawrence Alderson, Stephen J.G. Hall, D. Phillip Sponenberg (2016). *Mason's World Encyclopedia of Livestock Breeds and Breeding* (<https://books.google.it/books?id=2UEJDAAQBAJ>) (sixth edition). Wallingford: CABI. ISBN 9781780647944.



Nigerian Dwarf twins

Nigerian Dwarf goat

Nigerian Dwarf



A 6-month-old doe

Conservation status FAO (2007): critical^{[1]:142}

Country of origin United States

Standard Nigerian Dwarf Goat Association (<http://www.ndga.org/ndga-breed-standard.html>)
 American [https://americangoatsociety.com/breed-standards.php American Goat Society (<http://adga.org/breed-standards/#Nigerian-Dwarf>)
 American Nigerian Dwarf Dairy Association (<http://www.andda.org/breedstandard.html>)

Traits

Height Male: 19–23.5 inches (48–60 cm)
 Female: 17–22.5 inches (43–57 cm)

Goat

Capra aegagrus hircus

small in stature

The **Nigerian Dwarf** is an American breed of dwarf goat. Like the Pygmy Goat, it derives from the West African Dwarf group of breeds of West Africa.^{[2]:416}

Contents

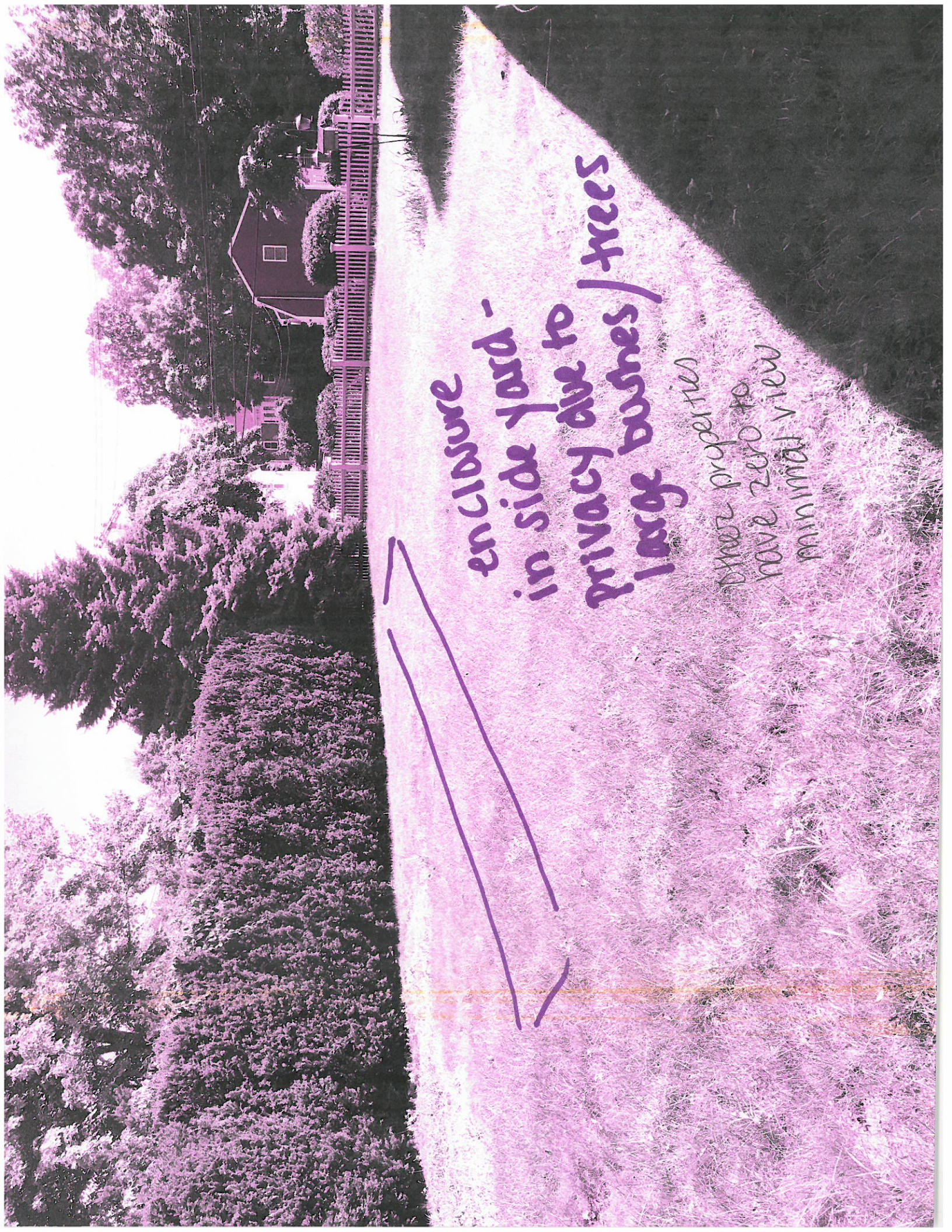
Characteristics

Milk

Care

References

Further reading



enclosure
in side yard -
privacy due to
large bushes / trees

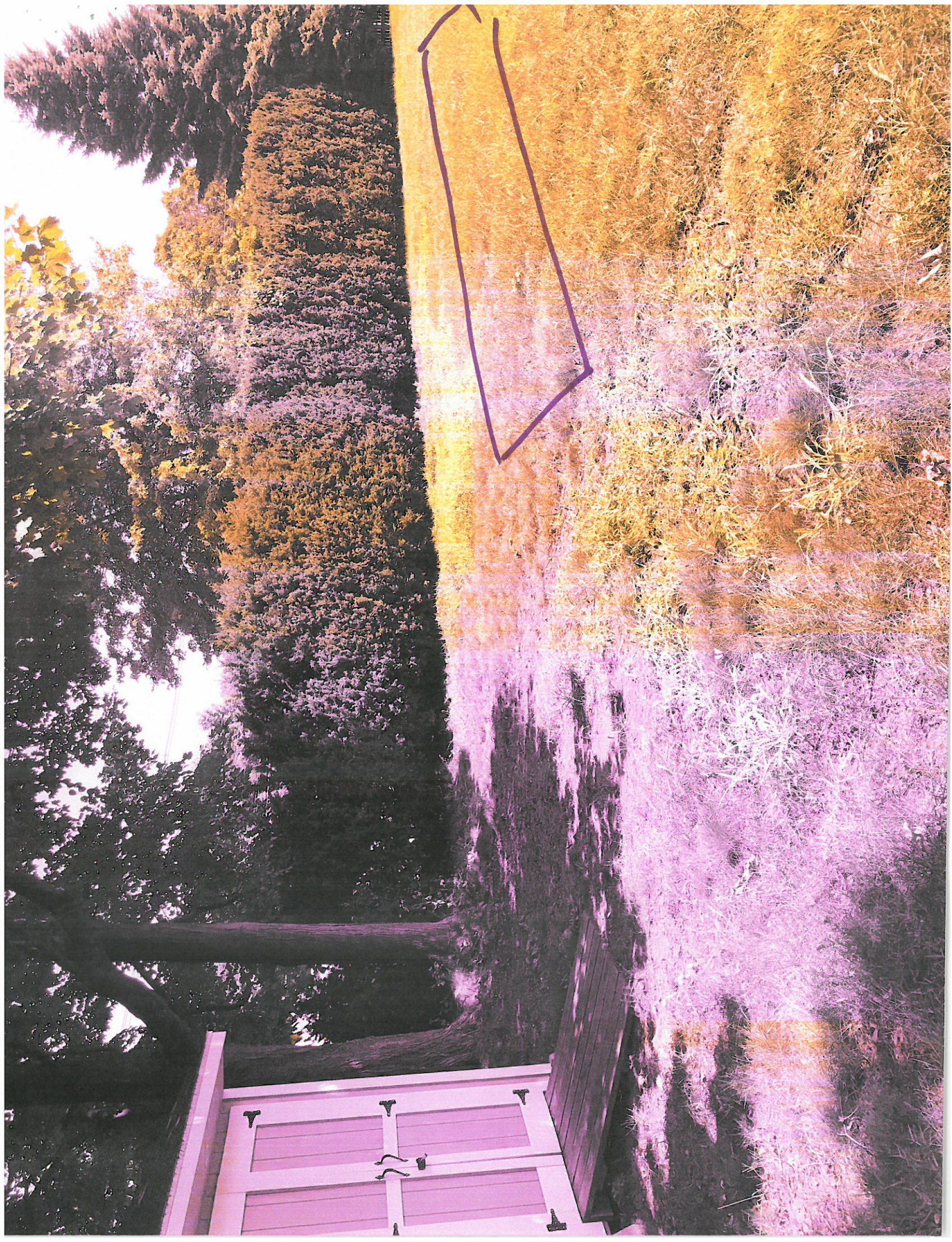
other properties
have zero to
minimal view

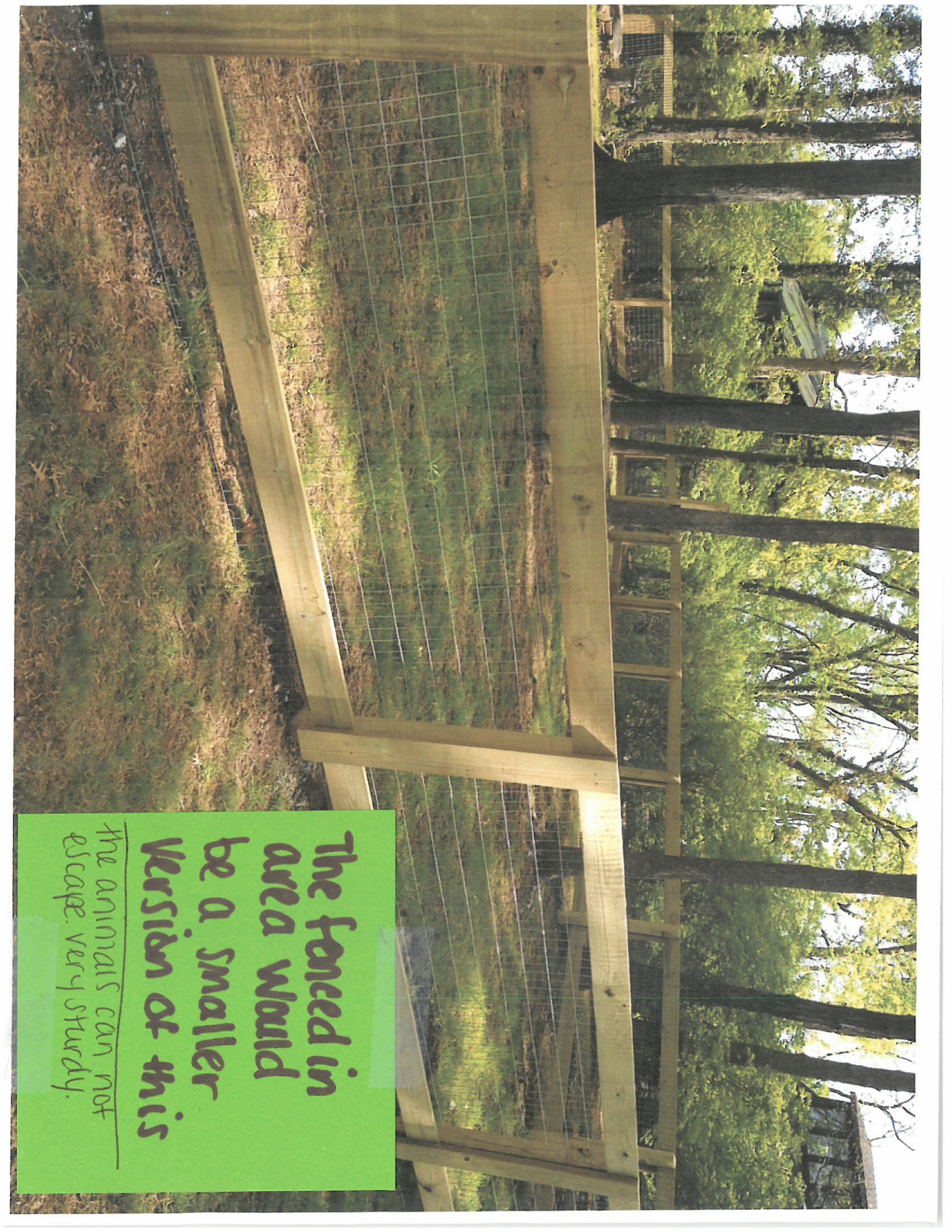
from
quartz
crystals



Shed is already on property







The fenced in
area would
be a smaller
version of this

The animals can not
escape. Very sturdy.

REGISTRY: NORFOLK

TITLE REFERENCE: BK 22243 Pg 469

PLAN REFERENCE: BK 4760 Pg 72



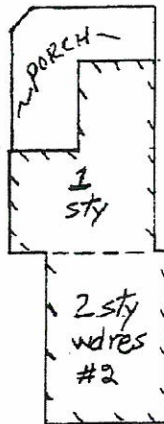
n/f
Munroe

89.0' ±

Area = 10,945 ± SF

n/f
Elliot

114.0' ±

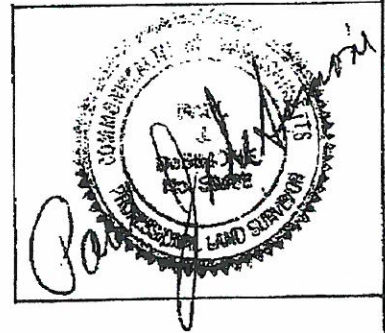


114.0' ±

n/f
Ozella

104.0' ±

COTTAGE STREET



This plan was not prepared from an instrument survey. Offsets and distances shown should not be used to establish property lines.

I certify that the structure _____ shown on this Plan was in conformance with zoning setbacks in effect at the time of construction.

I certify that the parcel shown is NOT located within a flood hazard area as depicted on HUD Flood Insurance Rate Maps for Community No: 250243

MORTGAGE INSPECTION PLAN

LOCATION 2 Cottage Street
Medway, MA.

SCALE: 1" = 30' DATE: 8-25-14

CERTIFIED TO:

-Leader Bank, N.A.

CAMERON BROTHERS

P.O. Box 621 Medford, MA. (781)572-0183

Job No.

QUITCLAIM DEED

I, **Claudia A. DiMillo**, unmarried, of Medway, Massachusetts,

For consideration paid, and in full consideration of THREE HUNDRED TWENTY THOUSAND AND 00/100 Dollars (U.S. \$320,000.00)

grant to

Ryan P. McDade and Heidi A. Small, as Joint Tenants, of 2 Cottage Street, Medway, Massachusetts 02053

with quitclaim covenants

The land with the building thereon in Medway, Norfolk County, Commonwealth of Massachusetts on the Southwesterly side of Cottage Street being shown on a plan entitled "Compiled Plan of Land in Medway, Mass. Scale 1" = 20' July 25, 1971 Ewald & Maschi, Inc., Engineering Consultants" recorded with the Norfolk County Registry of Deeds as Plan No. 645 of 1971 in Book 4760, Page 72, and being more particularly bounded and described as follows:

Northeasterly by Cottage Street, 104.00 feet, more or less;

Southeasterly by land now or formerly of Michael Elliot, 114.00 feet, more or less;

Southwesterly by land now or formerly of Elizabeth Munroe, 89.00 feet, more or less;

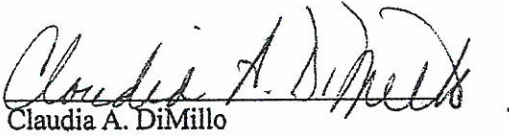
Northwesterly by land now or formerly of Anthony Ozella, 114.00 feet, more or less.

This conveyance is made subject to and with the benefit of restrictions and easements of record so far as now in force and applicable.

Meaning and intending to convey the same premises conveyed to the herein named grantor by deed recorded with Norfolk County Registry of Deeds in Book 22243, Page 469.

The signatory to this document hereby waives and releases any and all rights of homestead to the subject property and further state there are no others entitled to the right of homestead in subject property.

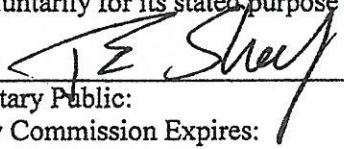
Witness my hand and seal this 22 day of August, 2014.


Claudia A. DiMillo

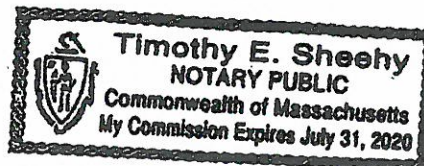
Commonwealth of Massachusetts

NORFOLK, ss.

On this 22 day of August, 2014, before me, the undersigned notary public, personally appeared Claudia A. DiMillo, proved to me through satisfactory evidence of identification, which was MA. DRIVER'S LICENSE to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as their free act and deed.


Notary Public:

My Commission Expires:



GENERAL APPLICATION FORM



TOWN OF MEDWAY ZONING BOARD OF APPEALS

155 Village Street
Medway MA 02053

Phone: 508-321-4915 | zoning@townofmedway.org
www.townofmedway.org/zoning-board-appeal

NOTE: THE APPLICATION WILL NOT BE CONSIDERED "COMPLETE" UNLESS ALL NECESSARY DOCUMENTS, FEES, & WAIVER REQUESTS ARE SUBMITTED. A GENERAL APPLICATION FORM MUST BE COMPLETED FOR ALL APPLICATIONS.

TO BE COMPLETED BY THE APPLICANT

Applicant/Petitioner(s): JOANNE TOSO	Application Request(s):
Property Owner(s): JOANNE TOSO	Appeal <input type="checkbox"/> Special Permit <input checked="" type="checkbox"/> Variance <input type="checkbox"/> Determination/Finding <input type="checkbox"/> Extension (provide previous case #) <input type="checkbox"/> Modification (provide previous case #) <input type="checkbox"/> Withdrawal <input type="checkbox"/> Comprehensive Permit <input type="checkbox"/>
Site Address(es): 1 WILD TURKEY RUN MEDWAY.	
Parcel ID(s): 38-003	
Zoning District(s): AR-1	
Registry of Deeds Book & Page No. and Date or Land Court Certificate No. and Date of Current Title: 36416 PAGE 70	

TOWN CLERK STAMP

TO BE COMPLETED BY STAFF:

Check No.: 5599 4100
Date of Complete Submittal: 8/7/19
Comments:

[Signature]

8/7/19

GENERAL APPLICATION FORM

APPLICANT/PETITIONER INFORMATION

The owner(s) of the land must be included as an applicant, even if not the proponent. Persons or entities other than the owner may also serve as co-applicants in addition to the owner(s), however, in each instance, such person shall provide sufficient written evidence of authority to act on behalf of the owner(s). For legal entities such as corporations, LLCs, etc., list the type and legal status of ownership, the name of the trustees/officer members, their affiliation, and contact information. Please provide attachment for information if necessary.

Applicant/Petitioner(s): JOANNE TOSO.		Phone: 857-523-0464.
		Email: JOJOAPPLE731@GMAIL.COM.
Address: 1 WILD TURKEY RUN. MEDWAY.		
Attorney/Engineer/Representative(s): JEREMY COHEN.		Phone: 978-867-7251
		Email: JCOHEN@BOSTONDOG LAWYERS.COM
Address: 100 CUMMINGS CTR, STE. 207-P BEVERLY, MA 01915.		
Owner(s): JOANNE TOSO.		Phone: 857-523-0464.
		Email: JOJOAPPLE731@GMAIL.COM.
Mailing Address: 1 WILD TURKEY RUN MEDWAY		

Please list name and address of other parties with financial interest in this property (use attachment if necessary):

n/a

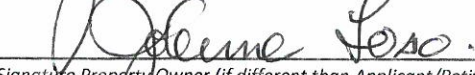
Please disclose any relationship, past or present, interested parties may have with members of the ZBA:

n/a

I hereby certify that the information on this application and plans submitted herewith are correct, and that the application complies with all applicable provisions of Statutes, Regulations, and Bylaws to the best of my knowledge, and that 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/Petitioner or Representative

8/7/19.
Date


Signature Property Owner (if different than Applicant/Petitioner)

8/7/19.
Date

GENERAL APPLICATION FORM

APPLICATION INFORMATION

YES NO

Applicable Section(s) of the Zoning Bylaw: 5.4 TABLE 1.0	Requesting Waivers?	Y <input checked="" type="radio"/> N
	Does the proposed use conform to the current Zoning Bylaw?	Y <input checked="" type="radio"/> N
Present Use of Property: RESIDENCE	Has the applicant applied for and/or been refused a building permit?	Y <input checked="" type="radio"/> N
	Is the property or are the buildings/ structures pre-existing nonconforming?	Y <input type="radio"/> N
Proposed Use of Property: RESIDENCE w/ KENNEL	Is the proposal subject to approval by the BOH or BOS?	Y <input checked="" type="radio"/> N
	Is the proposal subject to approval by the Conservation Commission?	Y <input checked="" type="radio"/> N
Date Lot was created:	Is the property located in the Floodplain District?	Y <input checked="" type="radio"/> N
Date Building was erected: 1928	Is the property located in the Groundwater Protection District?	Y <input checked="" type="radio"/> N
Does the property meet the intent of the Design Review Guidelines? yes	Is the property located in a designated Historic District or is it designated as a Historic Landmark?	Y <input checked="" type="radio"/> N

Describe Application Request:

REQUESTING 4 PERSONAL PETS (DOGS)
APPLYING FOR A KENNEL LICENSE TO
ALLOW 4 DOGS - NOT FOR BREEDING,
NOT FOR BUSINESS.

GENERAL APPLICATION FORM

FILL IN THE APPLICABLE DATA BELOW

Required Data	Bylaw Requirement	Existing	Proposed
A. Use			
B. Dwelling Units	SINGLE FAMILY	SINGLE FAMILY	SF W/ KENNEL
C. Lot Size	44,000 SQ FT.	44,002	44,002
D. Lot Frontage	180 FEET	313.21 FT.	313.21 FT
E. Front Setback	35 FEET	35 + FT	35 + FT
F. Side Setback	15 FEET.	15 + FT	15 + FT
G. Side Setback	15 FEET.	15 + FT	15 + FT
H. Rear Setback	15 FEET.	15 + FT	15 + FT
I. Lot Coverage			
J. Height			
K. Parking Spaces			
L. Other			

FOR TOWN HALL USE ONLY

To be filled out by the Building Commissioner:

Date Reviewed

Medway Building Commissioner

Comments:

After completing this form, please submit an electronic copy to zoning@townofmedway.org and 4 paper copies to the Community & Economic Development Department.

GENERAL SPECIAL PERMIT FORM



TOWN OF MEDWAY ZONING BOARD OF APPEALS

155 Village Street
Medway MA 02053

Phone: 508-321-4915 | zoning@townofmedway.org
www.townofmedway.org/zoning-board-appeal

NOTE: THE APPLICATION WILL NOT BE CONSIDERED "COMPLETE" UNLESS ALL NECESSARY DOCUMENTS, FEES, & WAIVER REQUESTS ARE SUBMITTED. A GENERAL APPLICATION FORM MUST BE COMPLETED FOR ALL APPLICATIONS.

TO BE COMPLETED BY THE APPLICANT

Please provide evidence regarding how the Special Permit Decision Criteria, outlined below, is met. Please write "N/A" if you believe any of the Criteria is Not Applicable. Provide attachments if necessary.

1. The proposed site is an appropriate location for the proposed use:	MY PROPERTY IS MORE THAN ADEQUATE SQUARE FOOTAGE FOR 4 FAMILY PETS.
2. Adequate and appropriate facilities will be provided for the operation of the proposed use:	4 FAMILY PETS. I WILL PROVIDE HOME, SECURITY, SAFETY, FOOD, WATER, COMFORT, BED, SOCIALIZATION AND LOVE.
3. The proposed use as developed will not create a hazard to abutters, vehicles, pedestrians, or the environment:	N/A. NOT A BUSINESS ONLY FAMILY
4. The proposed use will not cause undue traffic congestion or conflicts in the immediate area:	N/A. NOT A BUSINESS
5. The proposed use will not be detrimental to the adjoining properties due to lighting, flooding, odors, dust, noise, vibration, refuse materials, or other undesirable visual, site, or operational attributes of the proposed use:	N/A. ONLY FAMILY PETS.
6. The proposed use as developed will not adversely affect the surrounding neighborhood or significantly alter the character of the zoning district:	NO. MY NEIGHBORS LOVE MY DOGS AND MY DOGS LOVE MY NEIGHBORS AS WELL AS THE NEIGHBORHOOD.

[Signature]

07/19

GENERAL SPECIAL PERMIT FORM

7. The proposed use is in harmony with the general purposed and intent of this Zoning Bylaw:

YES.

8. The proposed use is consistent with the goals of the Medway Master Plan:

YES.

9. The proposed use will not be detrimental to the public good:

YES.

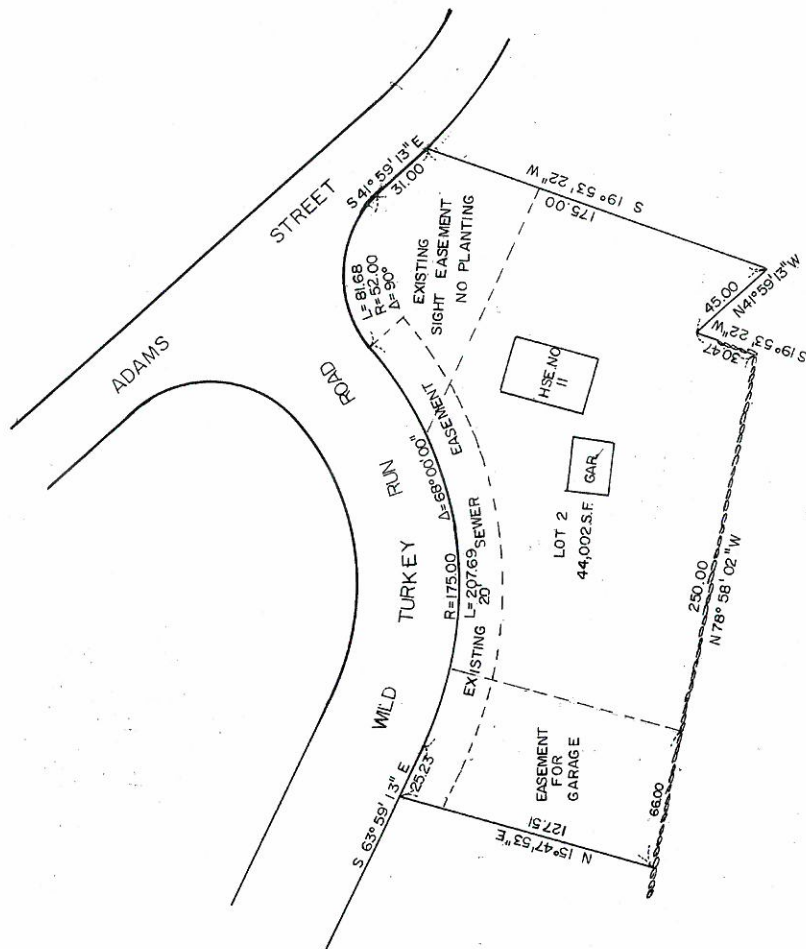


Signature of Applicant/Petitioner or Representative

8/7/19

Date

Closed



SHOWN AS LOT 2 ON MORGAN HEIGHTS
DATED JANUARY 2, 2002



August 13, 2019

**Medway Planning & Economic Development Board
Meeting**

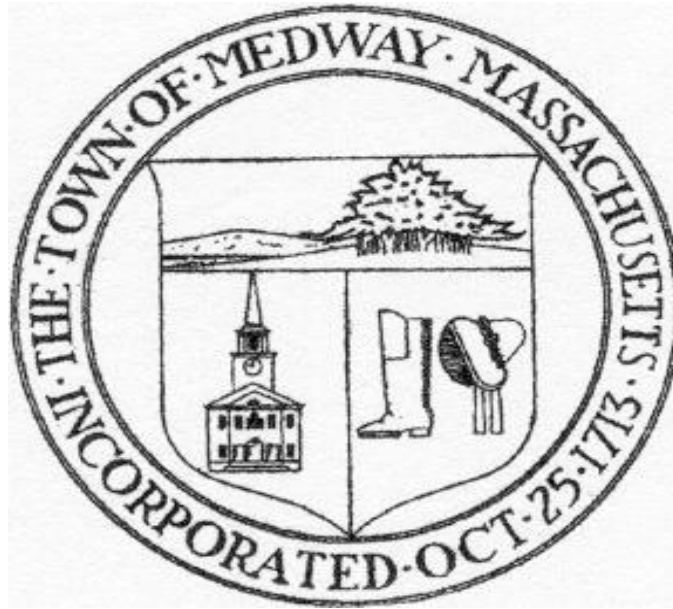
**Contract with PGC Associates/Gino
Carlucci for Planning Consulting
Services**

- Proposal/scope of services
- Price proposal
- Draft contract

We need a new contract for planning consulting services. The contract with PGC Associates expired June 30th. Attached is an updated proposal from Gino Carlucci along with his price proposal and a draft contract.

My hope is to bring this contract to the BOS for approval at its September 3 meeting.

PROPOSAL TO PROVIDE PLANNING SERVICES TO:



TOWN OF MEDWAY

PGC Associates, LLC
1 Toni Lane
Franklin, MA 02038-2648
gino@pgcassociates.com

August 6, 2019

PGC ASSOCIATES, LLC

1 Toni Lane
Franklin, MA 02038-2648
508.533.8106
gino@pgcassociates.com

August 6, 2019

Michael Boynton, Town Administrator
Town of Medway
155 Village Street
Medway, MA 02053

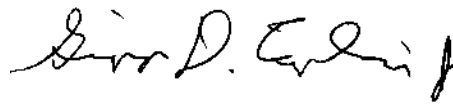
Dear Mr. Boynton:

Enclosed is a copy of my Technical Proposal for providing planning services to the Town of Medway. Also enclosed is a Price Proposal containing my proposed fee for these services.

I have very much enjoyed working with the Planning and Economic Development Board and the Town in general in providing these services for the past 17 years. It would be my pleasure and honor to continue to provide them.

I appreciate the opportunity to submit this proposal. I would be happy to address any questions you may have about it.

Sincerely,

A handwritten signature in black ink, appearing to read "Gino D. Carlucci, Jr.", with a stylized flourish at the end.

Gino D. Carlucci, Jr.

EXHIBIT A

STATEMENT OF UNDERSTANDING SCOPE OF SERVICES

Generally, I believe that my work in other towns and participation in regional and state organizations, such as the SouthWest Area Planning (SWAP) group, 495/Metrowest Corridor Partnership and Massachusetts Association of Planning Directors, exposes me to ideas, concepts and potential solutions that are applicable to Medway. This exposure also results in knowledge of current planning and land use issues and helps improve the quality of the desired scope of services. In addition, my experience working in a range of settings including a city of more than 500,000 and a town of under 4000, as well as different parts of the country and in the private sector helps provide a broad perspective in addressing issues.

More specifically, I propose the following tasks:

A. Planning and Economic Development Board

- Work with Planning and Economic Development Board and Town staff to review development project applications – I will review the plans and written documentation in light of applicable sections of the Zoning Bylaw, Planning Board Rules and Regulations, and Special Permit and Site Plan Rules and Regulations. I will then draft a letter noting instances where the plan is not in compliance with any of the above. In addition, where applicable, I will include additional comments that may raise questions about certain aspects of the plan or suggest areas or issues that may need to be addressed further.
- Assist in reviewing draft decisions of applications made to the Board – I will review drafts of decisions prepared by the Board's Planning and Economic Development Coordinator and/or prepare drafts as needed. In reviewing or drafting decisions, I will take notes of issues of concern raised during the public hearing, review comments from other reviewers, and, where applicable, review the minutes of public hearings to formulate or refine findings and/or conditions to be included in the decisions. In the case of subdivisions, I will also review the list of waiver requests and draft responses based on my knowledge of the Board's action on a previous similar request and/or based on discussions from the public hearing. In the case of special permits, I will address the special permit criteria based on the requirements of the Zoning Bylaw and the discussions at the public hearing. In all cases, I will note areas needing particular attention by using a bold font. In some cases alternative responses to waiver requests or possible conditions may be suggested.

As the Board reviews the first draft, I will note their responses or comments to the first draft and make changes as applicable. The changes in the second draft will be highlighted in bold font, and, as warranted, additions will be underlined and deletions will be shown with strikethrough font. This facilitates Board review of the second draft. This process will be repeated for any subsequent drafts.

- Work with the Board to develop and review zoning bylaw amendments on behalf of the Board and those bylaws presented by other Town boards by petition – I will assist the Board in determining the goal or objective of the bylaw in question (regardless of origin) and in evaluating whether the bylaw is consistent with the Town's Master Plan, Open Space and Recreation Plan, Housing Production Plan, or other plans of the town. I will perform research, as necessary, as part of such evaluation, and assist in formulating revisions that may result in closer conformity to such plans or goals.
- Work with the Board to develop Rules and Regulations for the Subdivision of Land, Site Plan Approval, Scenic Roads, Adult Retirement Community Planned Unit Developments, Open Space Residential Developments, and other Special Permit programs. – Again, the first step would be to determine if the regulation will be effective in achieving a particular goal or objective, and whether it is consistent with the Master Plan, or other goals of the town.
- Assist the Board in negotiating suitable mitigation measures to help manage the impact of such projects on the community – Suitable mitigation measures will be recommended and/or evaluated in terms of a nexus

with the proposed development and its impacts, as well as in accordance with applicable Town policies and precedents.

- Review applications transmitted to the Board by other Town entities, as appropriate – In the case of a Town entity submitting an application for a site plan or special permit, the application will be reviewed in the same manner as discussed in the first bullet point above. In the case of a Town entity requesting comments on an application or proposal, comments will be drafted for Board consideration in terms of the Board's statutory authority and/or its relation to the Master Plan, or other Town plan goal.
- Assist in updating and addressing action items in the Master Plan -- I will assist the Board in implementing action items in the Master Plan by providing research and analysis as needed, helping to identify innovative measures from other communities and assisting in formulating and refining proposed new bylaws and/or other growth management measures.
- Assist the Board in meeting statutory and policy requirements and other office duties when office staff is unavailable to do so –Being readily accessible, I have no problem covering the office when necessary. I can also assist in ensuring that statutory requirements such as hearing advertisements and filings with the Town Clerk are done in a timely manner.
- Assist with zoning map updates – I will assist the Board in evaluating and determining potential zoning map changes, and prepare potential map changes as requested.
- Prepare grant proposals on behalf of the Board – I have been successful in preparing grant applications for the Board and the Town to both state and federal agencies. These include MORE, CDAG, CDBG, Smart Growth Technical Assistance, Priority Development Fund, and Expedited Permitting (all state). I have also prepared grant applications for Hazard Mitigation (federal), and improving security at the schools (federal). Therefore, I would continue to be available to prepare a wide variety of grant applications that are a good match for the Town.

B. OTHER BOARDS/DEPARTMENTS

I have previously performed various tasks for other boards and departments of the Town including the Economic Development Committee, Affordable Housing Committee, Affordable Housing Trust, Open Space Committee and Town Administrator. I would continue to be available to assist these or other Town boards/departments as needed.

C. SERVICE REQUIREMENTS

I am available to continue to meet the service requirements of the Town, including attendance at Board meetings, attendance at other meetings as requested by the Board and consultation with the Board office as needed. I also have the required equipment for communication and transportation as required. All work will be performed by me (Gino Carlucci).

VITA

GINO D. CARLUCCI JR.

1 Toni Lane
Franklin, Massachusetts 02038

(508) 533-8106 (C)
(508) 533-6170 (H)
gino@pgcassociates.com

PROFESSIONAL EXPERIENCE

TOWN OF SHERBORN

Sherborn, Massachusetts

Town Planner (1995-present)

Part-time position whose main responsibilities are to review development applications, draft revisions to Zoning Bylaw and Subdivision Rules and Regulations, conduct studies of Town Center or other specific issues, prepare and help implement master plan and assist residents with development-related issues. Drafted Planned Unit Development bylaw, wireless communications bylaw and regulations, a stormwater management bylaw and assisted in preparing Open Space Subdivision bylaw. Also represents Planning Board and Town to regional organizations.

PGC ASSOCIATES, INC./LLC

Franklin, Massachusetts

Principal and Senior Planner (1989 - present)

Serves as consultant to Medway, Dover and Blackstone Planning Boards. Conducts policy and planning research and analysis, reviews plans, drafts decisions and manages implementation of projects. Assisted in preparation of a District Improvement Financing (DIF) program and MORE grant to extend sewer service to a business park. Prepared Chapter 43D Expedited Permitting grant application and program. Prepared open space and recreation plans for eleven towns, prepared Community Development Plans for two towns, completed sewer expansion impact study, prepared market feasibility study for an industrial park, analyzed economic impacts of universities on central cities, conducted "environmental scan" for Dean College, and prepared several successful grant applications (including Green Communities, MVP, CDBG, PWED, MORE, Ready Resource, Self-Help, Smart Growth Technical Assistance, Priority Development Fund, and CDAG). Also directed the design and/or construction of subdivisions (including infrastructure as well as houses) in Franklin and Shirley, MA, performed a feasibility and management study for an affordable housing project in Ashland, managed a downtown revitalization program in Franklin, and participated in a riverfront park design in Woonsocket, RI.

MORPHY MAKOFSKY MUMPHREY MASSON, INC.

Franklin, Massachusetts and New Orleans, Louisiana

Senior Planner (1985-1989)

Directed various research projects involving environmental and land use analysis, strategic and economic development planning, and economic base analysis. Managed an economic revitalization study. Provided project management services for an urban street reconstruction project. Participated in statewide transit plan, and airport master planning.

MAYOR'S OFFICE OF PLANNING AND DEVELOPMENT

New Orleans, Louisiana

Director of Analysis and Planning (1981-1985)

Director of Environmental Affairs (1978-1981)

Supervised staff of 20 to develop policy and manage programs involving environmental quality, transportation, recreation, emergency response, downtown and neighborhood development, and data analysis. Served as Mayor's liaison to numerous boards and commissions. Sample accomplishments:

Drafted and implemented a comprehensive environmental strategy for the City; completed new emergency response plan and conducted regular drills; developed bid specifications and negotiated lease with private developer for City-owned land; coordinated City's effort to implement a major mixed-use development on a site involving City, State, and Federal properties; led effort to create a Transportation Center Authority to upgrade the City's railroad station into a multi-modal facility; and procured and/or managed grants from the U.S. Departments of Transportation, Energy, Housing and Urban Development, and Interior, as well as the Environmental Protection Agency.

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Baton Rouge, Louisiana

Coastal Resources Analyst (1977-1978)

Provided technical assistance to six jurisdictions in preparing local coastal management plans.

ACADEMIC EXPERIENCE

UNIVERSITY OF NEW ORLEANS

Special Lecturer, School of Urban and Regional Studies (Fall, 1982)
Environmental Planning, URBN 4140

Graduate Research Assistant, Urban Studies Institute (1976-1977)

EDUCATION

MURP Master of Urban and Regional Planning, 1978
University of New Orleans
New Orleans, Louisiana

A.B. Government, 1974
Georgetown University
Washington, D.C.

BOARDS AND COMMISSIONS

495/Metrowest Corridor Partnership Board of Directors (2003-2014, 2016-present, Legislative Committee 2004-present, Executive Steering Committee, 2005-2014, 2016-present)
Southwest Area Planning (SWAP) subregion of Metropolitan Area Planning Council (1995-present, Chair 1999-2016)
Corporator, Strata Bank (1998-2009)
Franklin Water and Wastewater Task Force (1998-2000)
Georgetown Alumni Admissions Program (1994-present)
Franklin Industrial Development Finance Committee (1989-1999)
Economic Development Committee, United Chamber of Commerce (1993-1998)
Tri-Town Community Development Corporation (Board of Directors, 1994-1995)
Metacomet Land Trust (Board of Directors, 1988-1993)
Regional Planning Commission for New Orleans (1981-1985)
State Planning Council on Radioactive Waste Management (Alternate, 1980-1981)
New Orleans Mosquito Control Board (1979-1985)
Louisiana-Mississippi-Alabama Rapid Rail Transit Commission (Technical Advisory Committee, 1982-1985)
Louisiana Coastal Commission (Alternate, 1979-1984)
New Orleans Preservation Resource Center (1978-1980)

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Planners
American Planning Association
Massachusetts Association of Planning Directors

HONORS

Metacomet Land Trust Award, 2008 (for ongoing efforts to preserve and protect open space)
Who's Who in the East 1999-2000, 1998
Louisiana Chapter, APA, Outstanding Planning Award, 1985
Outstanding Young Men in America, 1980, 1982

PUBLICATIONS

The Role of Colleges and Universities in Central City Vitality (with P. Carlucci), The National Center for the Revitalization of Central Cities, New Orleans: College of Urban and Public Affairs, University of New Orleans, 1998

An Innovative Financing and Incentive Package To Reduce Municipal Energy Consumption, Urban Consortium for Technology Initiatives, Washington, D.C.: 1984

Financial Options For Energy Efficiency: A Program to Reduce the Energy Cost Burden On Low Income Residents, Urban Consortium for Technology Initiatives, Washington, D.C.: 1983

Environmental Planning for Offshore Oil and Gas, Volume V: Regional Status Reports, Part 3: Gulf Coast Region. (with A. J. Mumphrey), The Conservation Foundation, Washington, D.C.: U.S. Fish and Wildlife Service, 1978

OCS Development in Coastal Louisiana: A Socio-Economic Impact Assessment (with A.J. Mumphrey and 9 others), a report to the Louisiana State Planning Office, New Orleans: Urban Studies Institute, University of New Orleans, 1977.

The Impacts of Outer Continental Shelf Development on Lafourche Parish, (with A.J. Mumphrey, F. Wagner, M. Landry, and J. Miller), a report to the Louisiana State Planning Office, New Orleans: Urban Studies Institute, University of New Orleans, 1976.

PGC ASSOCIATES, LLC.

1 Toni Lane
Franklin, MA 02038-2648
508.533.8106
gino@pgcassociates.com

PRICE PROPOSAL

PGC Associates, LLC

Planning Services

August 6, 2019

July 1, 2019 – June 30, 2020: \$100.00/hour

July 1, 2020- June 30, 2021: \$105.00/hour

July 1, 2021- June 30, 2022 \$110.00/hour

AGREEMENT BETWEEN THE TOWN OF MEDWAY AND PGC ASSOCIATES, INC.

THIS IS AN AGREEMENT made on the _____ day of _____, 2019, by and between the Town of Medway, in the County of Norfolk and the Commonwealth of Massachusetts (hereinafter referred to as "Town"), and PGC Associates, LLC. (hereinafter "Consultant"), a corporation incorporated in the Commonwealth of Massachusetts with its principle place of business at 1 Toni Lane in Franklin, MA.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant including review of site plans, subdivision plans, ARCPUD (Adult Retirement Community Planned Unit Development) projects, OSRD (Open Space Residential Development) projects, AUOD (Adaptive Use Overlay District) projects and other development proposals with respect to the development of land; development of zoning bylaws and rules/regulations; preparation of grant proposals; and other planning services as mutually agreed to (hereinafter referred to as the "project") for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

This Agreement will become effective on the date that the last party fully executes the same.

1.0 CONTRACT DOCUMENTS

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between Town and Consultant and supersede any and all prior written or oral understandings between Town and Consultant.

Exhibits:

- A. Consultant's Proposal dated August 6, 2019
- B. Consultant's Price Proposal August 6, 2016
- C. Certificate(s) of Insurance Required by this Agreement
- D. Consultant's Corporate Authorizations

2.0 CONSULTANT'S SERVICES

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services as described herein including services rendered since July 1, 2019. This agreement shall expire on June 30, 2022. The continuation of this Agreement after June 30, 2019 is expressly conditioned upon the appropriation or other availability of funds. At no time will any provision of this agreement make the Town liable for payment for performance of work under this agreement in excess of the amounts that have been appropriated by Town Meeting and designated by the Board for expenditure for the purpose of this agreement.

3.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Consultant's Services.

4.0 PERFORMANCE CRITERIA

The performance of the Consultant will be evaluated on the basis of meeting the following goals.

- Review of site plans, subdivisions, and special permit projects with review documents provided to the Planning and Economic Development Board at least one week in advance of the public hearing/discussion.
- Consultant's thorough and creative completion of planning studies and grant applications.
- Consultant's initiative and follow-thru on assignments.

Evaluations shall be conducted periodically and may be initiated by the Consultant or the Town. Unsatisfactory performance evaluations may be grounds for termination of this agreement.

5.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

In order for the Town to process payment, the Consultant shall invoice the Town monthly for work performed and documented related expenses incurred during the invoice period. Invoices shall show individual, time per individual, itemized description of activities and hourly rate. The processing of payments to the Consultant shall be predicated upon the availability of sufficient funds within the project's account. All bills shall be submitted within two weeks after the month for which services by the Consultant were rendered.

Compensation to the Consultant shall be in accordance with rates negotiated for respective classes of services as identified in the Consultant's proposal submitted in response to the Town's request for Consultant's Services. The Town will not pay for travel time to or from the Town.

6.0 TERMINATION

6.1 By Town

6.1.1 In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall

notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Consultant's Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of Consultant's Services, in excess of what Town would have paid Consultant for the completion of Consultant's Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.

6.1.2 Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

6.1.3 In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

6.1.4 After the notice of termination for cause under Section 6.1.1 above, if it is determined by a court of competent jurisdiction that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 6.1.2. In such event, a payment adjustment shall be made as provided in Section 6.1.2.

6.1.5 Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

6.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy.

6.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

7.0 INSURANCE

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

- 7.1** Worker's compensation insurance in accordance with state law;
- 7.2** Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$500,000.00 for each occurrence and \$1,000,000.00 in the aggregate.
- 7.3** The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached to this Agreement as Exhibit C.

8.0 INDEMNIFICATION

Consultant hereby agrees to indemnify, defend, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the acts, omissions, or provision of Consultant's services, or any activities, operations, conducts, negligence, or omissions of Consultant, regardless of whether same is caused in part by Town or any third party.

9.0 MISCELLANEOUS PROVISIONS

9.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

9.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

9.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

9.4 Inspection by Town

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

9.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

9.6 Governing Law

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

9.7 Compliance with Massachusetts Tax Law

Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the Consultant has complied with all laws of the Commonwealth

relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

9.8 Corporate Contractor

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit E to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

9.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

9.10 Independent Contractor

The Consultant is considered an independent contractor for all services described herein and shall not be eligible for benefits, workers compensation, or unemployment benefits. Nothing herein shall be construed so as to imply an employment relationship.

9.11 Conflict of Interest

The Consultant shall agree to refrain from performing planning services in conjunction with development proposals in the Town of Medway during the term of the contract and for a period of one year thereafter.

IN WITNESS WHEREOF, the parties hereto have executed copies of this Agreement on the ____ day of _____, 2019.

CONSULTANT

For PGC Associates, LLC
By its duly authorized representative
Gino D. Carlucci, Jr., President

Date: _____

TOWN OF MEDWAY
By its duly authorized representative

John Foresto
Chairman – Medway Board of Selectmen

Date: _____

Approved as to Form

Esq.
KP Law, Town Counsel

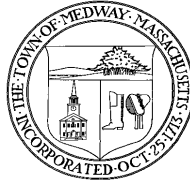
Date: _____

Approved as to Funds Availability

Carol Pratt
Medway Town Accountant

Date: _____

Funding Source: 01175002 5305
 25031752 5200



August 13, 2019

**Medway Planning & Economic Development Board
Meeting**

74 and 82 Lovering Street – Chapter 61A
Possible Land Acquisition – Town's Right of
First Refusal

On July 26th, various Town boards and officials were notified by attorney Stephen Pisini of Millis, MA, representing the Paul R. Wilson Revocable Trust, of the Trustees intent to sell property at 74 Street (.683 acres) and 82 Lovering Street (20.3 acres) to Lobisser & Ferreira Construction of Hopedale, MA. The property is zoned ARII. It is reasonable to expect that the land would likely be used for residential development. These properties are participating in the Chapter 61A farmland preservation program. Accordingly, the Town has a right of first refusal to buy these properties by matching the sales price. The Board of Selectman has asked that the PEDB review this matter and provide a recommendation by August 15th.

- Notice dated July 24, 2019 regarding 74 Lovering Street
- Notice dated July 24, 2019 regarding 82 Lovering Street
- Email dated July 29, 2019 from BOS/TA office requesting comments from the PEDB
- Conservation Commission comments to the BOS dated 8-8-19
- Comments from Tina Wright, Open Space Committee chair, to the BOS dated 8-8-19.
- Guidebook on Chapter 61 program

FYI . . . the BOS will discuss this at its meeting on Monday, August 12; estimated time is around 8:30 pm.

PISINI LAW GROUP

MILLISTON PLACE
730 MAIN STREET, SUITE 2B
MILLIS, MASSACHUSETTS 02054

TELEPHONE 508-478-9700
FACSIMILE 508-478-9872
E-MAIL steve@pisinilaw.com

RECEIVED
JUL 26 2019

MEDWAY
TOWN ADMINISTRATOR

July 24, 2019

VIA CERTIFIED MAIL – 7018 0680 0001 2952 2788

Board of Selectmen
Board of Assessors
Planning Board
Conservation Commission
Town of Medway
Municipal Building
155 Village Street
Medway, MA 02053

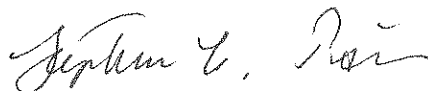
**Re: Paul R. Wilson (Lenore B. Wilson and Stephen C. Pisini,
Trustees of the Paul R. Wilson Revocable Insurance Trust
dated 8/22/1995)
Notice of Intent to Sell Real Estate (74 Lovering Street)**

Ladies and Gentlemen,

I am enclosing on behalf of Lenore B. Wilson and Stephen C. Pisini, Trustees of the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995, a Notice of Intent to Sell Real Estate for residential purposes pursuant to Massachusetts General Laws Chapter 61A, Section 14, for a parcel of land containing approximately .683 acres located at 74 Lovering St., Medway, Massachusetts. Being further described as Lot A on Plan no. 1120 of 1987, recorded in Plan Book 359; Assessors Map Parcel ID 21-095-0000; and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670.

A certified copy of the executed Purchase and Sale Agreement is enclosed along with a copy of the referenced plans.

Very truly yours,



Stephen C. Pisini, P.C.

SCP/jma
Enclosures
60064

The Paul R. Wilson
Revocable Insurance Trust
dated 8/22/1995
c/o Pisini Law Group
730 Main Street, Suite 2B
Millis, MA 02054

July 24, 2019

VIA CERTIFIED MAIL – 7018 0680 0001 2952 2788
RETURN RECEIPT REQUESTED

Board of Selectmen
Board of Assessors
Planning Board
Conservation Commission
Town of Medway
Municipal Building
155 Village Street
Medway, MA 02053

Re: 74 Lovering Street, Medway, Massachusetts
Notice of Intent to Sell Real Estate

Dear Sir or Madam,

This letter shall serve as notice to the Town of Medway, pursuant to Massachusetts General Laws Chapter 61A, Section 14, that the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995 intends to sell for \$204,700.00 the vacant land located on the easterly side of Lovering Street in Medway, Massachusetts for residential purposes, a parcel of land with approximately .683 acres located at 74 Lovering St., Medway, Massachusetts. Being further described as Lot A on Plan no. 1120 of 1987, recorded in Plan Book 359; Assessors Map Parcel ID 21-095-0000; and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670. The proposed plan which depicts locus is attached to the copy of the Purchase and Sale Agreement which is also enclosed.

Please advise as to the Town of Medway's position relative to the roll-back and conveyance taxes on the above-mentioned real estate. Also, please advise as to whether or not the Town of Medway is interested in exercising its option to purchase said real estate under M.G.L. c.61A.

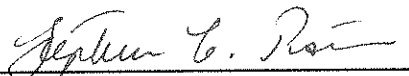
Board of Selectmen
Board of Assessors
Planning Board
Conservation Commission
Town of Medway
Page 2 of 2
July 24, 2019

This Notice has been sent via certified mail, return receipt requested, to each of the four addresses.

Since a sale of the subject parcel is contingent upon the Town's decision, your earliest convenient response would be most appreciated.

Very truly yours,

The Paul R. Wilson Revocable
Insurance Trust dated 8/22/1995

by: 
Stephen C. Pisini, Trustee

/jma
Enclosures
60064

BOARD OF SELECTMEN
TOWN OF MEDWAY
155 VILLAGE STREET
MEDWAY, MA 02053

PERSONAL AND CONFIDENTIAL

Lenore B. Wilson and Stephen C. Pisini, Trustees
c/o Pisini Law Group
730 Main Street, Suite 2B
Millis, MA 02054

Re: 74 Lovering Street, Medway, Massachusetts

Dear Ms. Wilson and Mr. Pisini:

Pursuant to Massachusetts General Laws Chapter 61A, Section 14, the members of the Board of Selectmen of the Town of Medway do hereby notify you that they have voted unanimously not to exercise the option under said M.G.L. c.61A, §14, to assign and/or purchase the real estate being currently held in the name of Paul R. Wilson (Lenore B. Wilson and Stephen C. Pisini, Trustees of the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995) and being described as a parcel of land with approximately .683 acres located at 74 Lovering St., Medway, Massachusetts. Being further described as Lot A on Plan no. 1120 of 1987, recorded in Plan Book 359; Assessors Map Parcel ID 21-095-0000; and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670.

Said vote was taken in response to your certain Notice of Intent to Sell Real Estate dated July _____, 2019.

BOARD OF SELECTMEN,

Date:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

PISINI LAW GROUP

MILLISTON PLACE
730 MAIN STREET, SUITE 2B
MILLIS, MASSACHUSETTS 02054

TELEPHONE 508-478-9700
FACSIMILE 508-478-9872
E-MAIL steve@pisinilaw.com

July 22, 2019

VIA CERTIFIED MAIL – 7018 0680 0001 2952 2801
RETURN RECEIPT REQUESTED

Massachusetts Department of Conservation
and Recreation
(Office of State Forester)
251 Causeway Street, Suite 900
Boston, MA 02114-2104

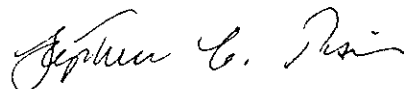
**Re: Paul R. Wilson (Lenore B. Wilson and Stephen C. Pisini,
Trustees of the Paul R. Wilson Revocable Insurance Trust
dated 8/22/1995)
Notice of Intent to Sell Real Estate (74 Lovering Street)**

Ladies and Gentlemen,

I am enclosing on behalf of Lenore B. Wilson and Stephen C. Pisini, Trustees of the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995, a Notice of Intent to Sell Real Estate for residential purposes pursuant to Massachusetts General Laws Chapter 61A, Section 14, for a parcel of land containing approximately .683 acres located at 74 Lovering St., Medway, Massachusetts. Being further described as Lot A on Plan no. 1120 of 1987, recorded in Plan Book 359; Assessors Map Parcel ID 21-095-0000; and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670.

A certified copy of the executed Purchase and Sale Agreement is enclosed along with a copy of the referenced plans.

Very truly yours,



Stephen C. Pisini, P.C.

SCP/jma
Enclosures
60064

cc. Medway Board of Selectmen
Medway Board of Assessors
Medway Conservation Commission
Medway Planning Board

Standard Form Land
Purchase and Sale Agreement

This 28 day of June, 2019

1. PARTIES

Lenore B. Wilson and Stephen C. Pisini, Trustees of the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995
hereinafter called the SELLER, agrees to SELL and
Lobisser & Ferreira Construction Corp. of 1 Charlesview Road, Hopedale, MA 01747
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A parcel of land with approximately .683 acres located at 74 Lovering St., Medway, Massachusetts. Further described as Lot A on Plan no. 1120 of 1987, recorded in Plan Book 359. Assessors Map Parcel ID 21-095-0000, and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670.

3. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim 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 buildings and zoning laws;
- (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) any liens for municipal betterments assessed after the date of the closing;
- (d) 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 for construction of a single-family residence.

4. 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, subject to the provisions of BUYER RIDER Paragraphs 15(b) and 20 attached hereto.

5. REGISTERED
TITLE

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.

6. PURCHASE
PRICE

The agreed purchase price for said premises is (\$204,700.00), to be paid as follows:

\$10,000.00 have been paid as a deposit this day

\$194,700.00 are to be paid at the time of delivery of the deed by certified or IOLTA check(s)

\$204,700.00 TOTAL

7. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered within thirty (30) days of all subdivision approvals and expiration of all appeal periods for the purchase of the premises located at 82 Lovering St., Medway, MA, at the office of attorney for Buyer or Buyer's mortgage lender, unless otherwise agreed upon. It is agreed that time is of the essence of this agreement. In no event shall the closing take place later than June 1, 2020 unless otherwise agreed to by the parties in writing.
8. POSSESSION and CONDITION of PREMISES. Full possession of said premises free of all tenants and occupants, 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, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 3 hereof. The BUYER shall be entitled to an inspection of the premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Said premises consist of raw, unimproved land only.
9. 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, then the SELLER *shall* use reasonable efforts (which shall not exceed \$2,500.00) 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.
10. 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 any 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.
11. 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 said premises have previously been restored 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 by the SELLER on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; OR
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore 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.
12. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be a full performance in discharge and release 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.

13. USE OF PURCHASE MONEY TO CLEAR TITLE 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 are recorded simultaneously with the delivery of said deed, or in accordance with local and customary conveyancing practices.
14. ADJUSTMENTS Water charges, operating expenses (if any) and taxes for the then current fiscal year, shall be apportioned 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.
15. 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 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.
16. BROKER(S) FEE NO BROKER IS INVOLVED IN THIS TRANSACTION.
17. BROKER(S) WARRANTY NO BROKER IS INVOLVED IN THIS TRANSACTION..
18. DEPOSIT All deposits made hereunder shall be held in escrow by Pisini Law Group, 730 Main Street, Suite 2B Millis, MA 02054, as Escrow Agent, in a non-interest bearing account, 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 instructions mutually given by the SELLER and the BUYER or a court of competent jurisdiction.
19. 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 equity.
20. 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.
21. 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.
22. 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 either the SELLER or the Broker(s): NONE.

23. MORTGAGE CONTINGENCY CLAUSE NOT APPLICABLE.

24. 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.

25. ADDITIONAL PROVISIONS The initialed riders, if any, attached hereto, are incorporated herein by reference.
SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF;
SEE BUYER RIDER ATTACHED HERETO AND MADE A PART HEREOF.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Stephen C. Bain
SELLER:

Lenore B. Wilson
SELLER:

Tim W. Lohman
BUYER:

Joe J. R.
BUYER:

EXHIBIT "A"

ADDITIONAL PROVISIONS TO PURCHASE AND SALE AGREEMENT

SELLER:

BUYER: LOBISSER & FERREIRA CONSTRUCTION CORP.

PROPERTY:

A1.

SELLER shall send any and all notices of its intent to sell as shall be required under G.L. c.61A §§1 et seq.

SELLER'S obligation to perform hereunder is expressly conditioned upon SELLER receiving from the town of Medway a release from said c.61A of all the premises subject to this Agreement, and SELLER shall notify BUYER promptly of its receipt of such release.

In the event the said town of Medway notifies SELLER that it intends to exercise its first refusal option to purchase all or any portion of the premises under this Agreement, this Agreement shall terminate, SELLER shall immediately return BUYER its deposit, and BUYER'S refund of its deposit shall be its sole and exclusive remedy, whether legal, equitable or otherwise.

SELLER shall pay all roll-back taxes related to said c. 61A withdrawal, but BUYER shall pay all real estate taxes assessed to the premises following withdrawal until the first to occur of the delivery of the deed from SELLER to BUYER, or termination of this Agreement as herein otherwise provided.

SELLER:

By: Stephen L. Rosen, trustee

SELLER:

By: Lenore B. Wilson

BUYER:

By: John M. Lohr, Treasurer

BUYER:

By: John M. Lohr, P.R.

BUYER RIDER

1. Without limiting any other provision of the Agreement as to the quality of title to be conveyed by SELLER(S) to BUYER(S), the PREMISES shall not be considered to be in compliance with the Agreement unless the PREMISES has legal access to and from a public way (or legal access to and from a private way having legal access to and from a public way), duly laid out or accepted as is by the city or town in which the PREMISES is located;
2. To the best of their knowledge and belief, the SELLER has received no written notices claiming or alleging any violation of any law, regulations, code, rule, ordinance or requirement of any federal, state or local governmental authority having jurisdiction of the PREMISES.
3. SELLER agrees that it shall be a condition to the closing hereunder that title to the property shall be insurable under an owner's form of title insurance policy issued to Buyer by a national title insurance company on ALTA Form B without taking exceptions for any encumbrance (other than preprinted exceptions or those allowed for in Paragraph 4 of the form agreement).
4. To the best of Seller's knowledge and belief, the premises are not in material violation of any applicable building, zoning, environmental, health or other law.
5. The net proceeds due to SELLER(S) at the time for performance of the Agreement shall be delivered to the attorney representing SELLER(S) to be held thereby in escrow pending recording of the Deed from SELLER(S) to BUYER(S) on the day of closing or by noon on the next business day if the closing occurs after 2:00 p.m., and said net proceeds may be in the form of a check drawn on the escrow account of the attorney for BUYER(S) or the attorney for the lender providing financing to BUYER(S), if any.
6. The premises shall not be in conformity with the title provisions of this Agreement unless:
 - a) No building, structure, or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
 - b) The premises shall abut a public way, duly laid out or accepted as such by the Town of Medway, or have access thereto;
 - c) The proposed lot shall have public water connections;
 - d) The lot shall be a buildable lot with access to public utilities;
 - e) Title to the premises is insurable for the benefit of Buyer by a Title Insurance Company reasonably acceptable to Buyer, in a fee Owner's Policy of Title Insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title included in the "jacket" to such form or policy and those matters set forth in Paragraph 3 of this Agreement. The availability of Title Insurance under this paragraph shall not relieve the Seller of the obligations to deliver title in accordance with the provisions of Paragraph 3.

7. SELLER shall execute and deliver the standard form affidavit and indemnification to the BUYER that there are no parties in possession at the premises, and that no work has been done on the premises which would entitle anyone to claim a mechanic's lien or to file a notice of contract relating to the property, as may be required for title insurance purposes.
8. Any title or practice matter which is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts at the time of delivery of the deed shall be governed by said title practice standard to the extent applicable.
9. To the best of SELLER'S knowledge and belief, neither the Seller nor any of the Seller's agents or employees have, as of this date, caused, or are aware of a release or threat of release of any "oil", "hazardous material", "hazardous wastes" or "hazardous substances" (the "Materials") as those terms are defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq., as amended, the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21 C, as amended, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L., Chapter 21 E, as amended, and regulations adopted thereunder (collectively the "Superfund and Hazardous Waste Laws") on the Premises. Should Buyer discover any such materials, upon written notice thereof to Seller, Buyer may terminate this Agreement. Upon Seller's receipt of said notice, all deposits made hereunder 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.
10. SELLER agrees to deliver to BUYER at the time of execution of this Agreement any plans, surveys, records, test results, documents, or other information that SELLER has in its possession or is aware of, that are in any way related to the property. Seller agrees to cooperate and sign any and all documents required to obtain permits, approvals, and orders, as required by the respective Board.
11. BUYER, or its authorized representative(s), shall have the right to enter upon the Property at reasonable times for the purpose of inspecting and measuring the property, to show the Property to contractors, engineers, architects, surveyors, insurers and lenders, to develop plans, drawings and specifications for the improvement of the Property, and to make legal, engineering, feasibility, and environmental tests, studies, reviews, analyses, investigations and surveys of the Property (collectively, the Investigations"), all as BUYER may determine to be necessary and appropriate, and all at BUYER'S sole cost and expense.
12. This Agreement is expressly contingent upon the residential lot having public water.
13. Accelerations and extensions of the time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel thereof, if any.
14. Signatures and initials on this agreement sent by facsimile communication shall be acceptable and treated as original signatures.
15. Buyer's obligation to purchase is contingent upon the provisions of the purchase of the premises located at 82 Lovering St., Medway. In the event that the Buyer does not purchase said property, Buyer may terminate this agreement, whereupon any payments made under this agreement shall be forthwith refunded to Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

16. If the above conditions are not satisfied after the acceptance of this Offer, this agreement shall terminate, Seller shall refund all of the deposits, and neither party shall have further recourse against each other.
17. SELLER agrees to deliver to BUYER at the time of execution of this Agreement any plans, surveys, records, test results, documents, or other information that SELLER has in its possession or is aware of, that are in any way related to the property. Seller agrees to cooperate and sign any and all documents required to obtain permits, approvals, if required by the respective Town Boards.
18. All connection fees, permit fees, development fees, system demand charges, or similar charges or assessments required to obtain a utility connection or building permit shall be the sole responsibility of the Buyer.
19. All Land Survey and Engineering required for construction of the lot shall be the sole responsibility of the Buyer.
20. During the term of this agreement, the Buyer, the Buyer's agents and employees, shall have the right to enter onto the premises for the purpose of conducting physical surveys, engineering inspections and other inspections as described herein.
21. In the event that the Buyer is not satisfied with the results of such tests, then the Buyer may terminate the Agreement. In this instance if the Buyer does not purchase the premises, the results of all surveys and tests, including all engineering work and plans relating to the premises shall become the property of the Seller, and Buyer shall deliver all such plans and records to the Seller and authorize the Buyer's agents or employees to release such records and plans to Seller. Buyer shall remain responsible for all costs of such surveys, testing or engineering.
22. Unless otherwise specified herein, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally and receipted or when delivered to an overnight, nationally recognized courier service, email or by telecopy to the respective numbers of the parties set forth below, to the respective address of the parties set forth below or to such other number or address as a party may hereafter designate by notice given in accordance herewith:

To Seller:

Stephen C. Pisini, P.C.
730 East Main Street, Suite 2B
Millis, MA 02054
Tel. (508) 478-9700
Fax. (508) 478-9872
Pisinis@molloylaw.com

To Buyer:

Suzette A. Ferreira, Esquire
Consigli and Brucato, P.C.
PO Box 170
Milford, MA 01757
Tel.: 508-478-2054
Fax: 508-478-7394
suzette@consigliandbrucato.com

23. This Agreement, including all referenced attachments and/or addenda, represents the entire agreement of the parties superseding any and all other agreements made prior hereto by and between the parties with respect to the transaction contemplated hereby and all prior negotiations and representations not herein expressly contained shall be of no force and effect.

SELLER:

BY:

Stephen C. Rain, owner

SELLER:

BY:

Lenore B. Wilson

BUYER:

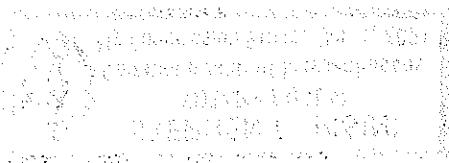
BY:

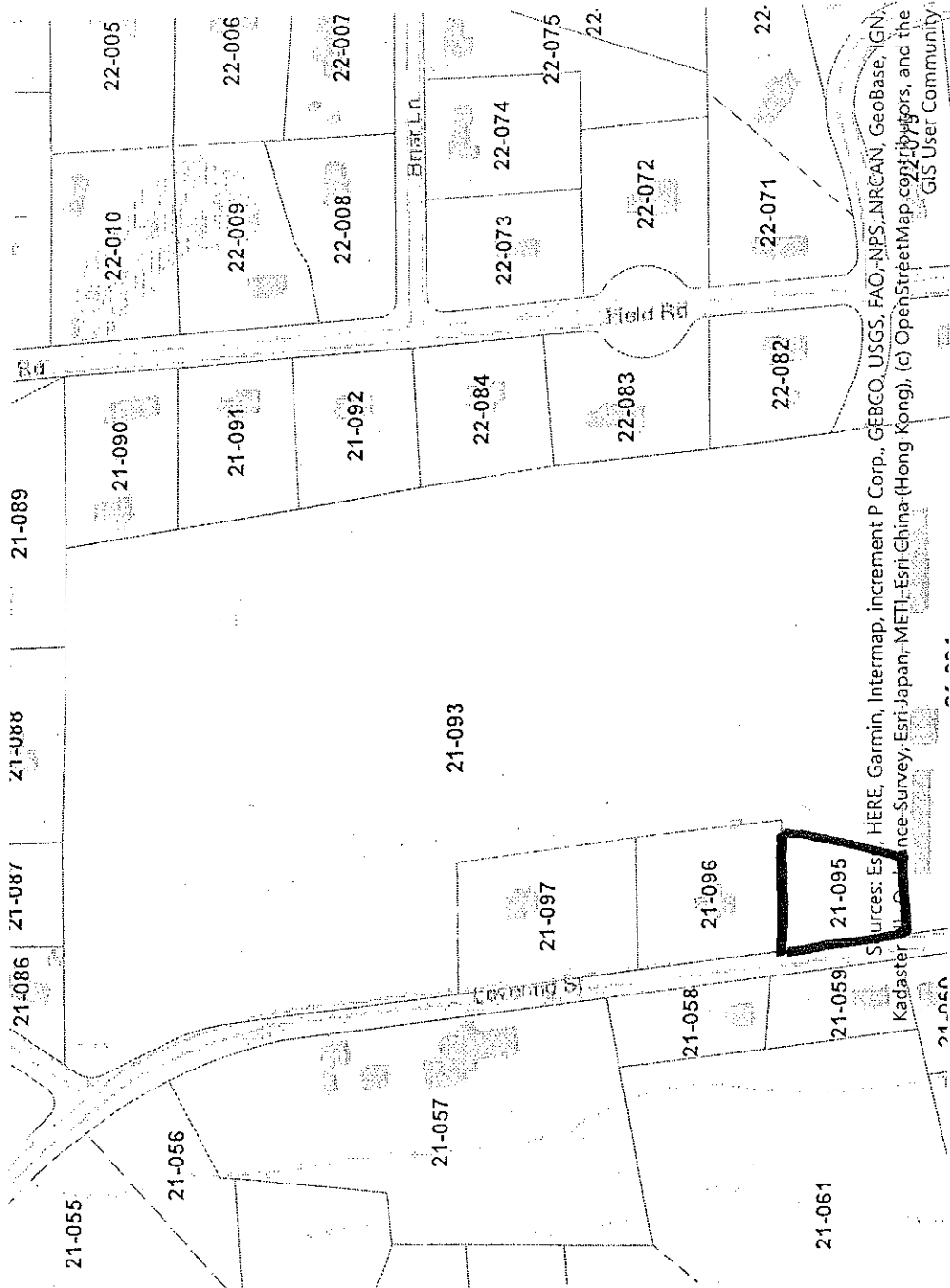
John W. John Treason

BUYER:

BY:

Joe F. Bick





Norfolk Registry of Deeds
Dedham, Mass.

Received Sept. 16 19 87
With _____

Filed as No. 1120 19 87

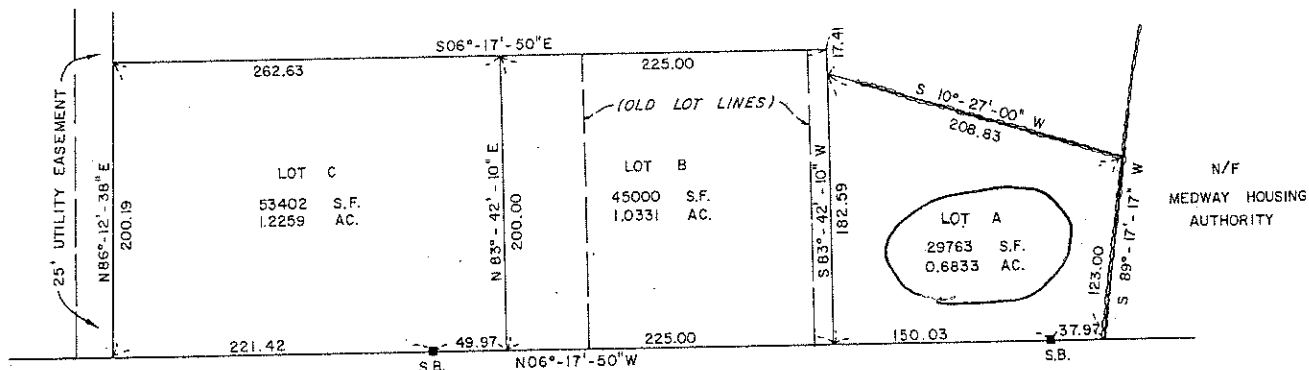
Pl/Bk. 359

Attest: Paul R. Wilson
Register

RESERVED FOR REGISTRY USE

N

N/F
PAUL R. WILSON



LOVERING (COUNTY LAYOUT 60' WIDE) STREET

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED.
MEDWAY PLANNING BOARD

James J. Bruders, Agent

DATE Sept. 8, 1987

REFERENCE

"SUBDIVISION PLAN OF LAND IN MEDWAY,
MASS. RED GATE ESTATES", OCT. 14, 1986
BY H2O ENGINEERING CONSULTANTS
ASSOC. INC.



PREPARED FOR

PAUL R. Wilson

Computed by: a.c.m.

Drawn by: m.c.m.

Checked by: a.c.m.

Job N#:

NOTE:

I CERTIFY THAT THIS PLAN CONFORMS
TO THE RULES AND REGULATIONS OF THE
REGISTER OF DEEDS, NORFOLK COUNTY.

Paul R. Wilson
REGISTERED LAND SURVEYOR



SUBDIVISION
PLAN OF LAND IN
MEDWAY, MASS.








SCALE: 1" = 60'

AUGUST 12, 1987

DESIMONE SURVEY SERVICE

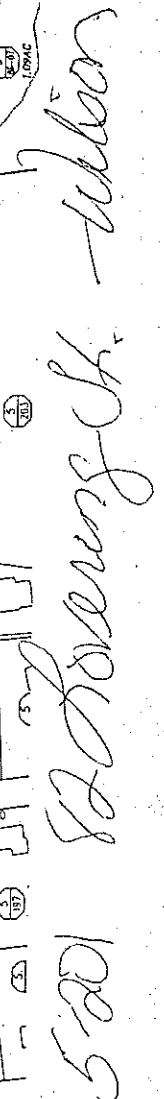
38 COFFEE STREET

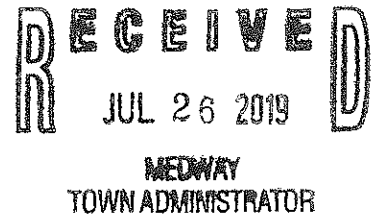
MEDWAY, MASS.

 LAKES OR PONDS
 TRAILS OR PATHS
 PRIVATE PAYS
 DENOTES PARCEL CONTINUITY
 POOL FOOTPRINT
 HOUSE FOOTPRINT
 DENOTES HOUSE ON LOT BUT NOT ACTUAL LOCATION

	MAP	INDI
6-1	8-2	8-3 7-1
6-7	8-5	6-4 7-4
5-7	5-4	5-4 6-1
4-1	5-8 3-2	5-6 X 6-8
4-2	5-9	5-10 6-7
4-5	5-10	5-11 5-12 6-7
4-1	5-10	5-11 5-13 6-1
3-2	2-1	2-4 1-1
3-3	2-8	2-7 2-6 1-5 1-8
3-1	2-8	2-7 2-6 1-5 1-8
3-1	2-8	2-7 2-6 1-5 1-8

1. PREPARED FOR TAX PURPOSES OR TO BE USED FOR CONVEYANCES.
2. THE MEDWAY ASSESSORS' ATLAS CREATED ELECTRONICALLY.
3. THE PARCELS SHOWN REPRESENTED WITH THE NORFOLK REGISTRY OF DEEDS 07/01/2000.
4. RIGHTS OF WAY AND PARCEL LOTS BASED ON THE SCHOFIELD BROTHERS' ATLAS LAST REVISED IN 1975 AND PLANS FILED WITH THE NORFOLK REGISTRY OF DEEDS 07/01/2000.





July 24, 2019

VIA CERTIFIED MAIL – 7018 0680 0001 2952 2795
RETURN RECEIPT REQUESTED

Board of Selectmen
Board of Assessors
Planning Board
Conservation Commission
Town of Medway
Municipal Building
155 Village Street
Medway, MA 02053

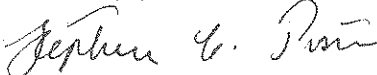
**Re: Paul R. Wilson (Lenore B. Wilson and Stephen C. Pisini,
Trustees of the Paul R. Wilson Revocable Insurance Trust
dated 8/22/1995)
Notice of Intent to Sell Real Estate (82 Lovering Street)**

Ladies and Gentlemen,

I am enclosing on behalf of Lenore B. Wilson and Stephen C. Pisini, Trustees of the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995, a Notice of Intent to Sell Real Estate for residential purposes pursuant to Massachusetts General Laws Chapter 61A, Section 14, for a parcel of land containing approximately 20.3 acres located at 82 Lovering St., Medway, Massachusetts. Being further described as a portion of the premises in Plan no. 1539 of 1986, recorded in Plan Book 344; Assessors Map Parcel ID 21-093-0000; and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670.

A certified copy of the executed Purchase and Sale Agreement is enclosed along with a copy of the referenced plans.

Very truly yours,


Stephen C. Pisini, P.C.

The Paul R. Wilson
Revocable Insurance Trust
dated 8/22/1995
c/o Pisini Law Group
730 Main Street, Suite 2B
Millis, MA 02054

July 24, 2019

VIA CERTIFIED MAIL – 7018 0680 0001 2795
RETURN RECEIPT REQUESTED

Board of Selectmen
Board of Assessors
Planning Board
Conservation Commission
Town of Medway
Municipal Building
155 Village Street
Medway, MA 02053

Re: 82 Lovering Street, Medway, Massachusetts
Notice of Intent to Sell Real Estate

Dear Sir or Madam,

This letter shall serve as notice to the Town of Medway, pursuant to Massachusetts General Laws Chapter 61A, Section 14, that the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995 intends to sell for \$1,170,300.00 the vacant land located on the easterly side of Lovering Street in Medway, Massachusetts for residential purposes, a parcel of land containing approximately 20.3 acres located at 82 Lovering St., Medway, Massachusetts. Being further described as a portion of the premises in Plan no. 1539 of 1986, recorded in Plan Book 344; Assessors Map Parcel ID 21-093-0000; and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670. The proposed plan which depicts locus is attached to the copy of the Purchase and Sale Agreement which is also enclosed.

Please advise as to the Town of Medway's position relative to the roll-back and conveyance taxes on the above-mentioned real estate. Also, please advise as to whether or not the Town of Medway is interested in exercising its option to purchase said real estate under M.G.L. c.61A.

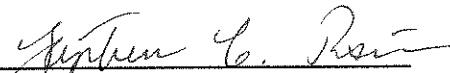
Board of Selectmen
Board of Assessors
Planning Board
Conservation Commission
Town of Medway
Page 2 of 2
July 24, 2019

This Notice has been sent via certified mail, return receipt requested, to each of the four addresses.

Since a sale of the subject parcel is contingent upon the Town's decision, your earliest convenient response would be most appreciated.

Very truly yours,

The Paul R. Wilson Revocable
Insurance Trust dated 8/22/1995

by: 
Stephen C. Pisini, Trustee

/jma
Enclosures
60064

BOARD OF SELECTMEN
TOWN OF MEDWAY
155 VILLAGE STREET
MEDWAY, MA 02053

PERSONAL AND CONFIDENTIAL

Lenore B. Wilson and Stephen C. Pisini, Trustees
c/o Pisini Law Group
730 Main Street, Suite 2B
Millis, MA 02054

Re: 82 Lovering Street, Medway, Massachusetts

Dear Ms. Wilson and Mr. Pisini:

Pursuant to Massachusetts General Laws Chapter 61A, Section 14, the members of the Board of Selectmen of the Town of Medway do hereby notify you that they have voted unanimously not to exercise the option under said M.G.L. c.61A, §14, to assign and/or purchase the real estate being currently held in the name of Paul R. Wilson (Lenore B. Wilson and Stephen C. Pisini, Trustees of the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995) and being described as a parcel of land containing approximately 20.3 acres located at 82 Lovering St., Medway, Massachusetts. Being further described as a portion of the premises in Plan no. 1539 of 1986, recorded in Plan Book 344; Assessors Map Parcel ID 21-093-0000; and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670.

Said vote was taken in response to your certain Notice of Intent to Sell Real Estate dated July _____, 2019.

BOARD OF SELECTMEN,

Date:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

PISINI LAW GROUP

MILLISTON PLACE
730 MAIN STREET, SUITE 2B
MILLIS, MASSACHUSETTS 02054

TELEPHONE 508-478-9700
FACSIMILE 508-478-9872
E-MAIL steve@pisinilaw.com

July 24, 2019

VIA CERTIFIED MAIL – 701800680 0001 2952 2818
RETURN RECEIPT REQUESTED

Massachusetts Department of Conservation
and Recreation
(Office of State Forester)
251 Causeway Street, Suite 900
Boston, MA 02114-2104

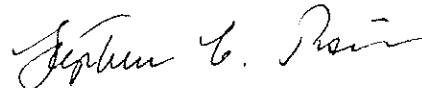
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Notice of Intent to Sell Real Estate (82 Lovering Street)**

Ladies and Gentlemen,

I am enclosing on behalf of Lenore B. Wilson and Stephen C. Pisini, Trustees of the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995, a Notice of Intent to Sell Real Estate for residential purposes pursuant to Massachusetts General Laws Chapter 61A, Section 14, for a parcel of land containing approximately 20.3 acres located at 82 Lovering St., Medway, Massachusetts. Being further described as a portion of the premises in Plan no. 1539 of 1986, recorded in Plan Book 344; Assessors Map Parcel ID 21-093-0000; and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670.

A certified copy of the executed Purchase and Sale Agreement is enclosed along with a copy of the referenced plans.

Very truly yours,



Stephen C. Pisini, P.C.

SCP/jma
Enclosures
60064

cc. Medway Board of Selectmen
Medway Board of Assessors
Medway Conservation Commission
Medway Planning Board

Standard Form Land
Purchase and Sale Agreement

This 28 day of June, 2019

1. PARTIES

Lenore B. Wilson and Stephen C. Pisini, Trustees of the Paul R. Wilson Revocable Insurance Trust dated 8/22/1995
hereinafter called the SELLER, agrees to SELL and
Lobisser & Ferreira Construction Corp. of 1 Charlesview Road, Hopedale, MA 01747

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth,
the following described premises:

2. DESCRIPTION

A parcel of land with approximately 20.3 acres located at 82 Lovering St., Medway, Massachusetts. Further described as a portion of the premises in Plan no. 1539 of 1986, recorded in Plan Book 344. Assessors Map Parcel ID 21-093-0000, and being a portion of the premises described in a deed recorded at the Norfolk Registry in Book 5028, Page 670.

3. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim 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 buildings and zoning laws;
- (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) any liens for municipal betterments assessed after the date of the closing;
- (d) 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 for construction of a residential subdivision.

4. 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, subject to the provisions of BUYER RIDER Paragraphs 15(b) and 20 attached hereto.

5. REGISTERED
TITLE

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.

6. PURCHASE
PRICE

The agreed purchase price for said premises is (\$1,170,300.00), to be paid as follows:

\$40,000.00 have been paid as a deposit this day
\$1,130,300.00 are to be paid at the time of delivery of the deed by certified or IOLTA check(s)

\$1,170,300.00 TOTAL

7. TIME FOR PERFORMANCE; DELIVERY OF DEED Such deed is to be delivered within thirty (30) days of all subdivision approvals and expiration of all appeal periods, at the office of attorney for Buyer or Buyer's mortgage lender, unless otherwise agreed upon. It is agreed that time is of the essence of this agreement. In no event shall the closing take place later than June 1, 2020 unless otherwise agreed to in writing by the parties.
8. POSSESSION and CONDITION of PREMISES. Full possession of said premises free of all tenants and occupants, 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, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 3 hereof. The BUYER shall be entitled to an inspection of the premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Said premises consist of raw, unimproved land only.
9. 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, then the SELLER *shall* use reasonable efforts (which shall not exceed \$2,500.00) 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.
10. 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 any 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.
11. 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 said premises have previously been restored 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 by the SELLER on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; OR
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore 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.
12. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be a full performance in discharge and release 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.
13. USE OF PURCHASE MONEY TO CLEAR TITLE 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 are recorded simultaneously with the delivery of said deed, or in accordance with local and customary conveyancing practices.

14. ADJUSTMENTS Water charges, operating expenses (if any) , and taxes for the then current fiscal year, shall be apportioned 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.
15. 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 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.
16. BROKER(S) FEE NO BROKER IS INVOLVED IN THIS TRANSACTION.
17. BROKER(S) WARRANTY NO BROKER IS INVOLVED IN THIS TRANSACTION..
18. DEPOSIT All deposits made hereunder shall be held in escrow by Pisini Law Group, 730 Main Street, Suite 2B Millis, MA 02054, as Escrow Agent, in a non-interest bearing account, 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 instructions mutually given by the SELLER and the BUYER or a court of competent jurisdiction.
19. 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 equity.
20. 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.
21. 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.
22. 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 either the SELLER or the Broker(s): NONE.
23. MORTGAGE CONTINGENCY CLAUSE NOT APPLICABLE.

24.
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.

25. ADDITIONAL
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF;
SEE BUYER RIDER ATTACHED HERETO AND MADE A PART HEREOF.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Stephen C. Rosen, Trustee
SELLER:

Lexa B. Wilson
SELLER:

William J. Trevisan
BUYER:

John James P.R.
BUYER:

EXHIBIT "A"

ADDITIONAL PROVISIONS TO PURCHASE AND SALE AGREEMENT

SELLER:

BUYER: LOBISSER & FERREIRA CONSTRUCTION CORP.

PROPERTY:

A1.

SELLER shall send any and all notices of its intent to sell as shall be required under G.L. c.61A §§1 et seq.

SELLER'S obligation to perform hereunder is expressly conditioned upon SELLER receiving from the town of Medway a release from said c.61A of all the premises subject to this Agreement, and SELLER shall notify BUYER promptly of its receipt of such release.

In the event the said town of Medway notifies SELLER that it intends to exercise its first refusal option to purchase all or any portion of the premises under this Agreement, this Agreement shall terminate, SELLER shall immediately return BUYER its deposit, and BUYER'S refund of its deposit shall be its sole and exclusive remedy, whether legal, equitable or otherwise.

SELLER shall pay all roll-back taxes related to said c. 61A withdrawal, but BUYER shall pay all real estate taxes assessed to the premises following withdrawal until the first to occur of the delivery of the deed from SELLER to BUYER, or termination of this Agreement as herein otherwise provided.

SELLER:

By: Stephen C. Proulx, Treasurer

BUYER:

By: Jon M. Lohr, TREASURER

SELLER:

By: Denore Bellison

BUYER:

By: Jon Ferreira P.R.

BUYER RIDER

1. Without limiting any other provision of the Agreement as to the quality of title to be conveyed by SELLER(S) to BUYER(S), the PREMISES shall not be considered to be in compliance with the Agreement unless the PREMISES has legal access to and from a public way (or legal access to and from a private way having legal access to and from a public way), duly laid out or accepted as is by the city or town in which the PREMISES is located;
2. To the best of their knowledge and belief, the SELLER has received no written notices claiming or alleging any violation of any law, regulations, code, rule, ordinance or requirement of any federal, state or local governmental authority having jurisdiction of the PREMISES.
3. SELLER agrees that it shall be a condition to the closing hereunder that title to the property shall be insurable under an owner's form of title insurance policy issued to Buyer by a national title insurance company on ALTA Form B without taking exceptions for any encumbrance (other than preprinted exceptions or those allowed for in Paragraph 4 of the form agreement).
4. To the best of Seller's knowledge and belief, the premises are not in material violation of any applicable building, zoning, environmental, health or other law.
5. The net proceeds due to SELLER(S) at the time for performance of the Agreement shall be delivered to the attorney representing SELLER(S) to be held thereby in escrow pending recording of the Deed from SELLER(S) to BUYER(S) on the day of closing or by noon on the next business day if the closing occurs after 2:00 p.m., and said net proceeds may be in the form of a check drawn on the escrow account of the attorney for BUYER(S) or the attorney for the lender providing financing to BUYER(S), if any.
6. The premises shall not be in conformity with the title provisions of this Agreement unless:
 - a) No building, structure, or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
 - b) The premises shall abut a public way, duly laid out or accepted as such by the Town of Medway, or have access thereto;
 - c) The proposed subdivision shall have public water connections;
 - d) Title to the premises is insurable for the benefit of Buyer by a Title Insurance Company reasonably acceptable to Buyer, in a fee Owner's Policy of Title Insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title included in the "jacket" to such form or policy and those matters set forth in Paragraph 3 of this Agreement. The availability of Title Insurance under this paragraph shall not relieve the Seller of the obligations to deliver title in accordance with the provisions of Paragraph 3.
7. SELLER shall execute and deliver the standard form affidavit and indemnification to the BUYER that there are no parties in possession at the premises, and that no work has been done on the premises which would entitle anyone to claim a mechanic's lien or to file a notice of contract relating to the property, as may be required for title insurance purposes.

8. Any title or practice matter which is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts at the time of delivery of the deed shall be governed by said title practice standard to the extent applicable.
9. To the best of SELLER'S knowledge and belief, neither the Seller nor any of the Seller's agents or employees have, as of this date, caused, or are aware of a release or threat of release of any "oil", "hazardous material", "hazardous wastes" or "hazardous substances" (the "Materials") as those terms are defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq., as amended, the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21 C, as amended, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L., Chapter 21 E, as amended, and regulations adopted thereunder (collectively the "Superfund and Hazardous Waste Laws") on the Premises. Should Buyer discover any such materials, upon written notice thereof to Seller, Buyer may terminate this Agreement. Upon Seller's receipt of said notice, all deposits made hereunder 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.
10. SELLER agrees to deliver to BUYER at the time of execution of this Agreement any plans, surveys, records, test results, documents, or other information that SELLER has in its possession or is aware of, that are in any way related to the property. Seller agrees to cooperate and sign any and all documents required to obtain permits, approvals, and orders, as required by the respective Board.
11. BUYER, or its authorized representative(s), shall have the right to enter upon the Property at reasonable times for the purpose of inspecting and measuring the property, to show the Property to contractors, engineers, architects, surveyors, insurers and lenders, to develop plans, drawings and specifications for the improvement of the Property, and to make legal, engineering, feasibility, and environmental tests, studies, reviews, analyses, investigations and surveys of the Property (collectively, the Investigations"), all as BUYER may determine to be necessary and appropriate, and all at BUYER'S sole cost and expense.
12. This Agreement is expressly contingent upon the residential subdivision being approved for single family building lots with public water.
13. Accelerations and extensions of the time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel thereof, if any.
14. Signatures and initials on this agreement sent by facsimile communication shall be acceptable and treated as original signatures.
15. Buyer's obligation to purchase is contingent upon:
 - a) Buyer purchasing the premises located at 74 Lovering St. In the event that the Buyer does not purchase said property, Buyer may terminate this agreement, whereupon any payments made under this agreement shall be forthwith refunded to Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
 - b) The Buyer, at its own expense, shall prepare a satisfactory Subdivision Plan upon the premises; and upon preparation of a satisfactory plan, Buyer shall secure final approval of all permits required from the Town of Medway to allow construction of said Subdivision Plan.

- c) Buyer being satisfied that the house Buyer intends to build on each lot will be in compliance with all applicable zoning requirements;
 - d) SELLER providing a release from the Town of Medway from c.61A, in recordable form, releasing the lots from the restrictions on building and sale;
 - e) Town water shall be available to all lots approved.
 - f) Buyer reserves the right to confirm any other information or matters which Buyer, in its sole discretion, deems pertinent to the Property or this transaction.
 - g) In the event that BUYER determines that any of these contingencies will not be satisfied for any or all of the lots, upon written notice thereof to Seller, Buyer may terminate this agreement, whereupon any payments made under this agreement shall be forthwith refunded to Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
16. In the event that that the BUYER is unable to get the necessary town approvals and approved subdivision or if the Buyer is not satisfied with the results of the such tests described herein, then in such event, then the Buyer may terminate the Agreement by giving written notice to the Seller, in which event all deposits, together with accrued interest, if any, shall be refunded to the Buyer and all other obligations of the parties shall cease and the Agreement shall be void and without recourse to the parties.
 17. If the above conditions are not satisfied after the acceptance of this Offer, this agreement shall terminate, Seller shall refund all of the deposits, and neither party shall have further recourse against each other.
 18. The closing date in paragraph 7, shall be extended after June 1, 2020 by the parties as long as the BUYER has made a good faith effort to obtain the necessary approvals and the subdivision is still in the approval process with the respective Town Boards.
 19. SELLER agrees to deliver to BUYER at the time of execution of this Agreement any plans, surveys, records, test results, documents, or other information that SELLER has in its possession or is aware of, that are in any way related to the property. Seller agrees to cooperate and sign any and all documents required to obtain permits, approvals, if required by the respective Town Boards.
 20. All connection fees, permit fees, development fees, system demand charges, or similar charges or assessments required to obtain utility connection or building permits shall be the sole responsibility of the Buyer.
 21. All Land Survey and Engineering required for the subdivision approval, road design and appurtenant improvements shall be the sole responsibility of the Buyer.
 22. During the term of this agreement, the Buyer, the Buyer's agents and employees, shall have the right to enter onto the premises for the purpose of conducting physical surveys, engineering inspections and other inspections as described herein.

23. In the event that the Buyer is not satisfied with the results of such tests, then the Buyer may terminate the Agreement. In this instance if the Buyer does not purchase the premises, the results of all surveys and tests, including all engineering work and plans relating to the premises shall become the property of the Seller, and Buyer shall deliver all such plans and records to the Seller and authorize the Buyer's agents or employees to release such records and plans to Seller. Buyer shall remain responsible for all costs of such surveys, testing or engineering.

24. Unless otherwise specified herein, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally and receipted or when delivered to an overnight, nationally recognized courier service, email or by telecopy to the respective numbers of the parties set forth below, to the respective address of the parties set forth below or to such other number or address as a party may hereafter designate by notice given in accordance herewith:

To Seller:
Stephen C. Pisini, P.C.
730 Main Street, Suite 2B
MILLIS, MA 02054
Tel. (508) 478-9700
Fax: (508) 478-9872
Pisinis@molloylaw.com

To Buyer:
Suzette A. Ferreira, Esquire
Consigli and Brucato, P.C.
PO Box 170
Milford, MA 01757
Tel.: 508-478-2054
Fax: 508-478-7394
suzette@consigliandbrucato.com

25. This Agreement, including all referenced attachments and/or addenda, represents the entire agreement of the parties superseding any and all other agreements made prior hereto by and between the parties with respect to the transaction contemplated hereby and all prior negotiations and representations not herein expressly contained shall be of no force and effect.

SELLER:
BY:

Stephen C. Pisini, Esquire

SELLER:
BY:

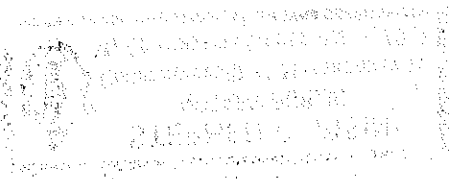
Lenore B. Wilson

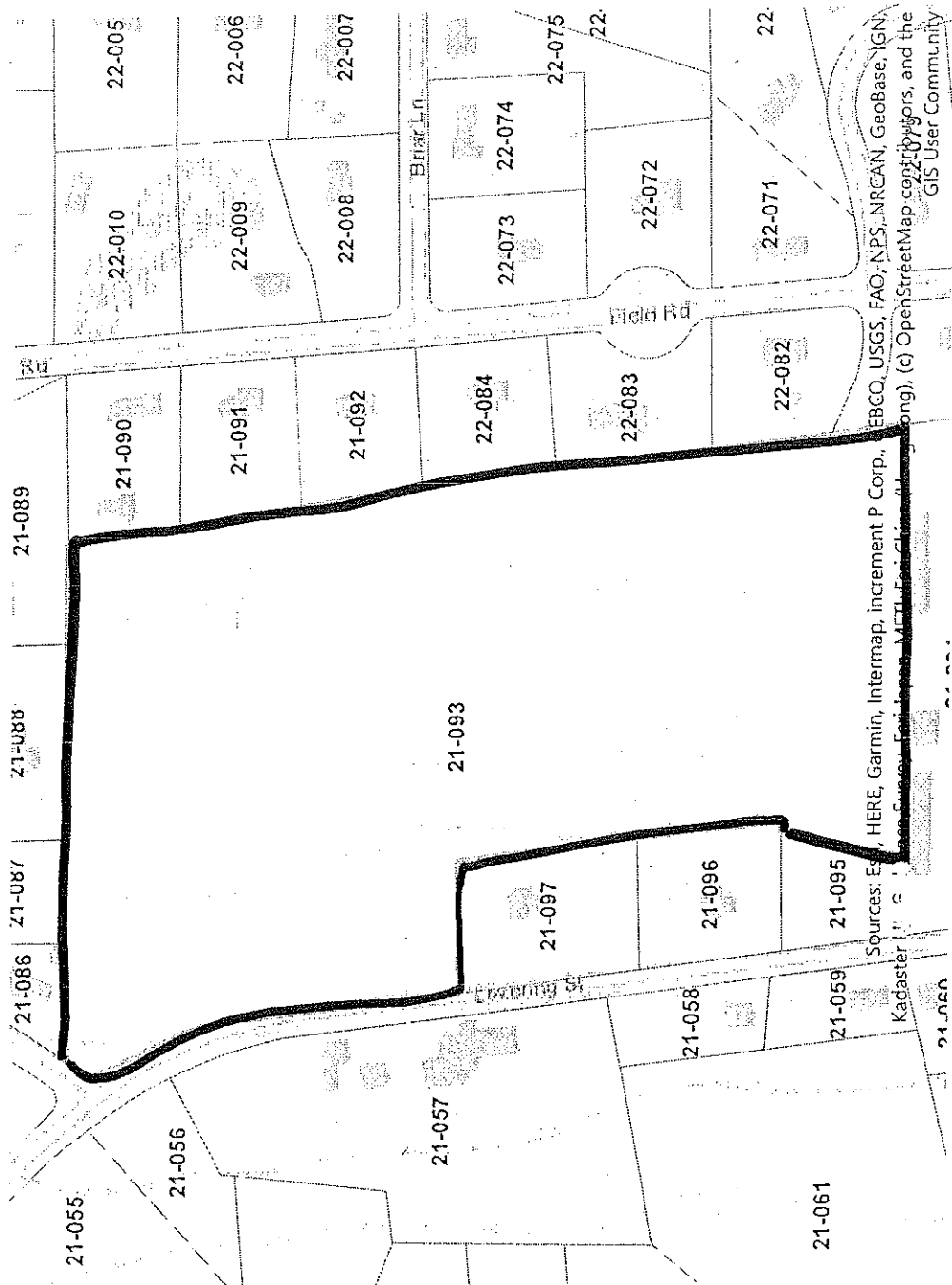
BUYER:
BY:

Timothy J. Treadwell

BUYER:
BY:

John J. Treadwell





Notary Registry of Deeds
Dorchester, Mass.
Received 10.8.86
Paul R. Wilson
Filed 10.8.86
Pl. Bk. 344
Attest: *[Signature]*
Register

REFERENCES
DEED, BOOK 3494 PAGE 300

APPROVAL UNDER THE SUBDIVISION
CONSTRUCTION ACT REQUIRED
SUBDIVISION PLANNING BOARD
[Signature]
DATE: 10.8.86

WILLIAM C. CHAMPION JR.
N 88° 42' 34" E 100.00' N 88° 42' 34" E 100.00' N 88° 42' 34" E 100.00'

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REMAINING LAND OF PAUL R. WILSON
56.7 ACRES

LOT 1
AREA 31,000 S.F.

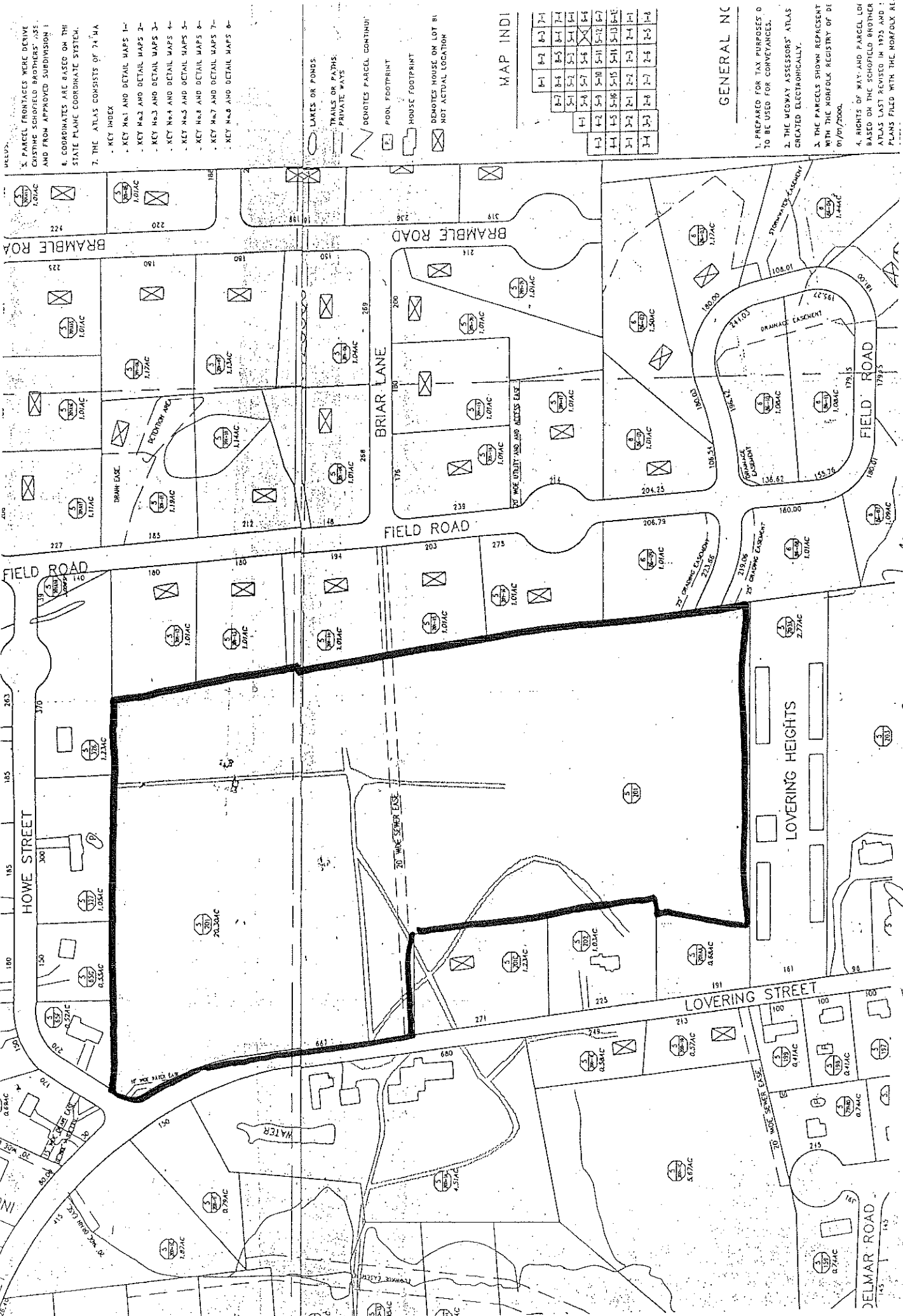
STREET
(60.00 WIDE - COUNTY L.O. 1981)

SUBDIVISION PLAN OF LAND
IN
MEDWAY, MASS.
SCALE: 1" = 50'
JUNE 15, 1986
DESIMONE SURVEY SERVICE
38 COFFEE STREET MEDWAY, MASS.



NOTE:
I CERTIFY THAT THIS PLAN CONFORMS
TO THE RULES AND REGULATIONS OF THE
REGISTER OF DEEDS, NOTARY PUBLIC,
COUNTY OF NORFOLK, MASS.
Robert J. Desimone
REGISTERED LAND SURVEYOR

PREPARED FOR
PAUL R. WILSON
COMPILED BY: J.M.C.
DRAWN BY: J.M.
CHECKED BY: P.J.D.
JOB NO.:



- 1. PARCEL FRONTAGES WERE DERIVED FROM THE RECORDS OF THE PLAT AND FROM APPROVED SUBDIVISIONS.
- 2. COORDINATES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM.
- 3. THE ATLAS CONSISTS OF 74 MAPS.
- 4. KEY INDEX
- 5. KEY MAPS AND DETAIL MAPS 1-10
- 6. KEY MAPS AND DETAIL MAPS 11-20
- 7. KEY MAPS AND DETAIL MAPS 21-30
- 8. KEY MAPS AND DETAIL MAPS 31-40
- 9. KEY MAPS AND DETAIL MAPS 41-50
- 10. KEY MAPS AND DETAIL MAPS 51-60
- 11. KEY MAPS AND DETAIL MAPS 61-70
- 12. KEY MAPS AND DETAIL MAPS 71-80

LEGEND

1. LAKES OR PONDS

2. TRAILS OR PATHS, PRIVATE WAYS

3. DEVOTES PARCEL CONTINUED

4. POOL FOOTPRINT

5. HOUSE FOOTPRINT

6. DENOTES HOUSE ON LOT BUT NOT ACTUAL LOCATION

7. MAP INDEX

8. PREPARED FOR TAX PURPOSES TO BE USED FOR CONVEYANCES.

9. THE MEDWAY ASSESSORS' ATLAS CREATED ELECTRONICALLY.

10. THE PARCELS SHOWN REPRESENT WITH THE HONOLULU REGISTRY OF DEEDS 01/01/2000.

11. RIGHTS OF WAY AND PARCEL LOT BASED ON THE HONOLULU BROTHER ATLAS LAST REVISED IN 1975 AND PLANS FILED WITH THE HONOLULU REGISTRY.

12. GENERAL NC

13. MAP INDEX

14. 1-1 1-2 1-3 1-4 1-5 1-6 1-7 1-8 1-9 1-10 1-11 1-12 1-13 1-14 1-15 1-16 1-17 1-18 1-19 1-20 1-21 1-22 1-23 1-24 1-25 1-26 1-27 1-28 1-29 1-30 1-31 1-32 1-33 1-34 1-35 1-36 1-37 1-38 1-39 1-40 1-41 1-42 1-43 1-44 1-45 1-46 1-47 1-48 1-49 1-50 1-51 1-52 1-53 1-54 1-55 1-56 1-57 1-58 1-59 1-60 1-61 1-62 1-63 1-64 1-65 1-66 1-67 1-68 1-69 1-70 1-71 1-72 1-73 1-74 1-75 1-76 1-77 1-78 1-79 1-80 1-81 1-82 1-83 1-84 1-85 1-86 1-87 1-88 1-89 1-90 1-91 1-92 1-93 1-94 1-95 1-96 1-97 1-98 1-99 1-100 1-101 1-102 1-103 1-104 1-105 1-106 1-107 1-108 1-109 1-110 1-111 1-112 1-113 1-114 1-115 1-116 1-117 1-118 1-119 1-120 1-121 1-122 1-123 1-124 1-125 1-126 1-127 1-128 1-129 1-130 1-131 1-132 1-133 1-134 1-135 1-136 1-137 1-138 1-139 1-140 1-141 1-142 1-143 1-144 1-145 1-146 1-147 1-148 1-149 1-150 1-151 1-152 1-153 1-154 1-155 1-156 1-157 1-158 1-159 1-160 1-161 1-162 1-163 1-164 1-165 1-166 1-167 1-168 1-169 1-170 1-171 1-172 1-173 1-174 1-175 1-176 1-177 1-178 1-179 1-180 1-181 1-182 1-183 1-184 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Susan Affleck-Childs

From: Liz Langley
Sent: Monday, July 29, 2019 3:26 PM
To: Barbara Saint Andre; Beth Hallal; Bridget Graziano; Carol Pratt; Chief Tingley; Courtney Riley; David Damico; Donna Greenwood; Jack Mee; Jeff Lynch; Julie Harrington; Mark Cerel; Andy Rodenhiser; Tina Wright; 'Dave T'; Debi Rossi
Cc: Dennis Crowley; Glenn Trindade; John Foresto; Mary Jane White; Rick D'Innocenzo; Susan Affleck-Childs; Allison Potter
Subject: USE THIS ONE PLEASE---74 & 82 Lovering Street (Wilson) CH61A
Attachments: 74 Lovering Street (Wilson) CH61A.pdf; 82 Lovering Street (Wilson) MGL CH61 Sec14.pdf

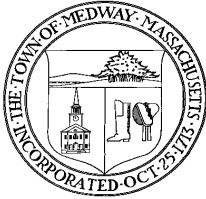
Dear All:

The Board of Selectmen would like your comments relative to the potential acquisition of the property (74 & 82 Lovering Street) referenced in the subject and attachment of this e-mail pursuant to MGL Chapter 61A, Section 14.

Please forward any comments you may have to me and I will send them on.

Thank you. Liz

Liz Langley
Administrative Assistant, Town Administrator's Office
Town of Medway
155 Village Street
Medway, MA 02053
(508) 533-3264



TOWN OF MEDWAY
Conservation Commission
155 Village Street
Medway, Massachusetts 02053

David Travalini, Chair
Ken McKay
Brian Snow
Scott Salvucci
Bridget Graziano, Agent

MEMORANDUM

**To: Michael Boynton, Town Administrator
Board of Selectmen**

**From: Bridget R. Graziano, Conservation Agent
Medway Conservation Commission**

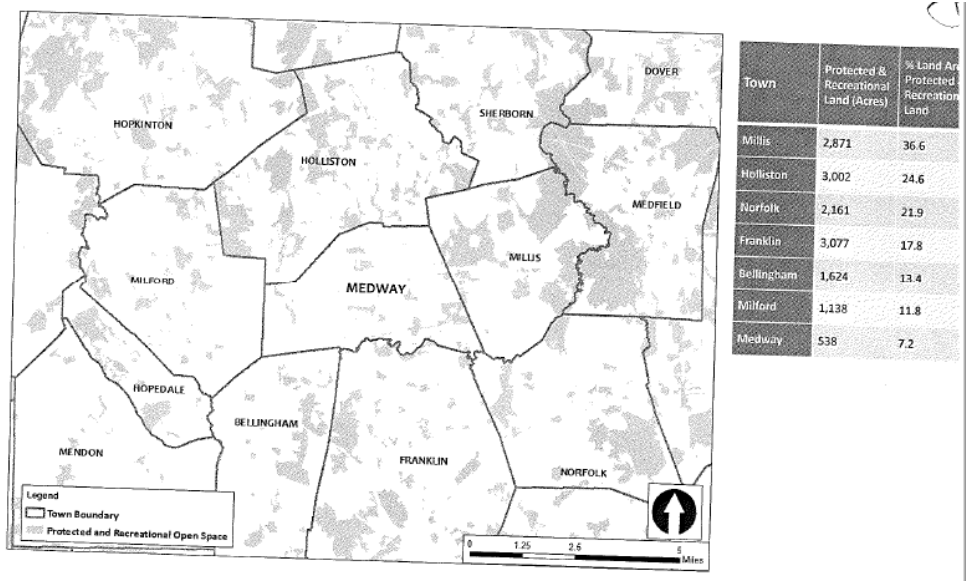
Subject: Proposal for Acquisition of 74/82 Lovering Street

Date: August 9, 2019

The Conservation Commission after discussion at its August 8, 2019 public meeting voted to support the acquisition of 74 and 82 Lovering Street (#74 may only be required for acquisition dependent on the goal for these lots). The land is currently under Chapter 61A for active agriculture (hay fields). The Commission reviewed and discussed the following reasons for acquisition;

1. The 2018 Open Space and Recreation Plan identified this parcel as a high priority for acquisition based on the criteria listed below, this is for the Conservation and Recreation Interest (see attached plan). This criteria may be found in Table 5-5 Criteria to Evaluate Private Lands within the 2018 Open Space and Recreation Plan. It should be noted that these two parcels were not only identified as land for acquisition for the Town but these were identified as one of the highest priority (level 10). The criteria is listed below when the parcels were assessed for priority for purchase.
 - a. Preserves open space
 - b. Preserves wildlife habitat or corridors
 - c. Protects wetlands, ponds, vernal pools, water ways, water resources, and groundwater/drinking water
 - d. Contains historical, geological, or local landmark features; or could provide/expand existing unique features
 - e. Provides frontage or access or is located adjacent to town owned or protected parcels
 - f. Provides access to Charles river/other waterways
 - g. Provides a large contiguous area of land
 - h. Is in an area of high visual or aesthetic value
 - i. Could provide trails/trail connectors
 - j. Requires limited preparation to achieve intended use
 - k. Categorized as chapter lands (61, 61A, 61B or otherwise similar uses)
2. The land has valuable resources on the site, such as wildlife habitat and wetland resources. Some wetlands were mapped by in MassGIS but since the Commission has not been on the property, it is not clear that all resources are known at this time (attached).

3. The State of Massachusetts has limited open meadow habitat, most of it is either developed, been converted, or through lack of maintenance returned to forest. Preservation of this parcel of land would allow for the protection of this dying habitat in Massachusetts.
4. The lot has been maintained as a farm and therefore, has viability to be a resource for our existing Community Farm or possibly leasing to other local farmers. The farm is currently hayed by Mike Lobisser and who may possibly continue this practice if under the ownership of the town. Other opportunities are leasing the land to other local farmers for the use for pasture for animals such as cattle or goats. There are a number of traveling herds of cattle and goats which may be interested in leasing some of the land. Recently, the Commission was approached to have cows graze at the Adam Street fields but due to the size and current status of the land it was not ideal for the farmer. Additionally, the use of this land for cattle or goats would be a great learning opportunity for our local schools for agriculture and science classes. Even if used as a farm there is still the opportunity to have passive recreation, trails, birdwatching, biking, or other light recreational activity.
5. The Massachusetts Audubon Society lists this as a high value agricultural parcel which the criteria includes wildlife habitat and open space value. This is mapped by a new mapping tool called Mapping and Prioritizing Parcels for Resilience which allows conservationist to rapidly identify specific parcels that if they could be protected could contribute the most to achieving land protection goals. The Wilson parcel (82 Lovering Street) for prime farmland is a level 3 high priority (see attached plan).
6. Medway's Open Space and Recreation Public Forum of June 25, 2018 presented information on the status of open space of Medway compared to its surrounding towns. This shows that Medway is at the lowest for protection of open space lands as compared to the abutting municipalities. Below is this chart for reference.



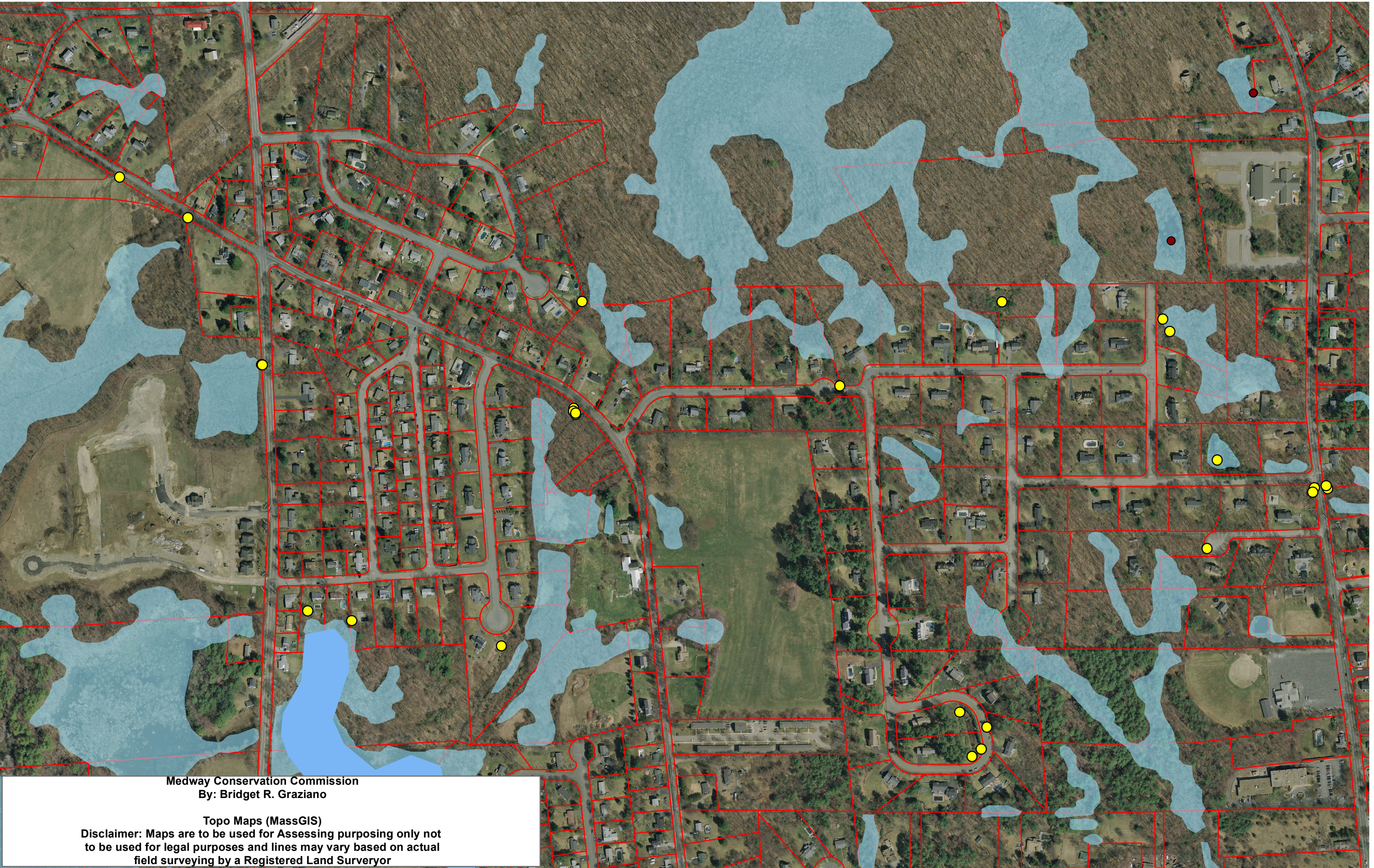
It is recommended that a site walk with the BOS is set up to assess the land along with the Town officials. Our office has not been on the property but would be interested to know if there were additional wetland resources besides the ones represented by MASS GIS OLIVER database as referenced previously.

The parcels under the ownership of the Paul Wilson Estate that are not under Chapter 61 A (81 Lovering Street) are already applying for development, if the town does not purchase this property there will be development on both sides of Lovering Street, which may alter the farming character of this existing

neighborhood and Medway's farming community charm. Additionally, there is a larger 143 unit subdivision which will be going in just to the north of this property.

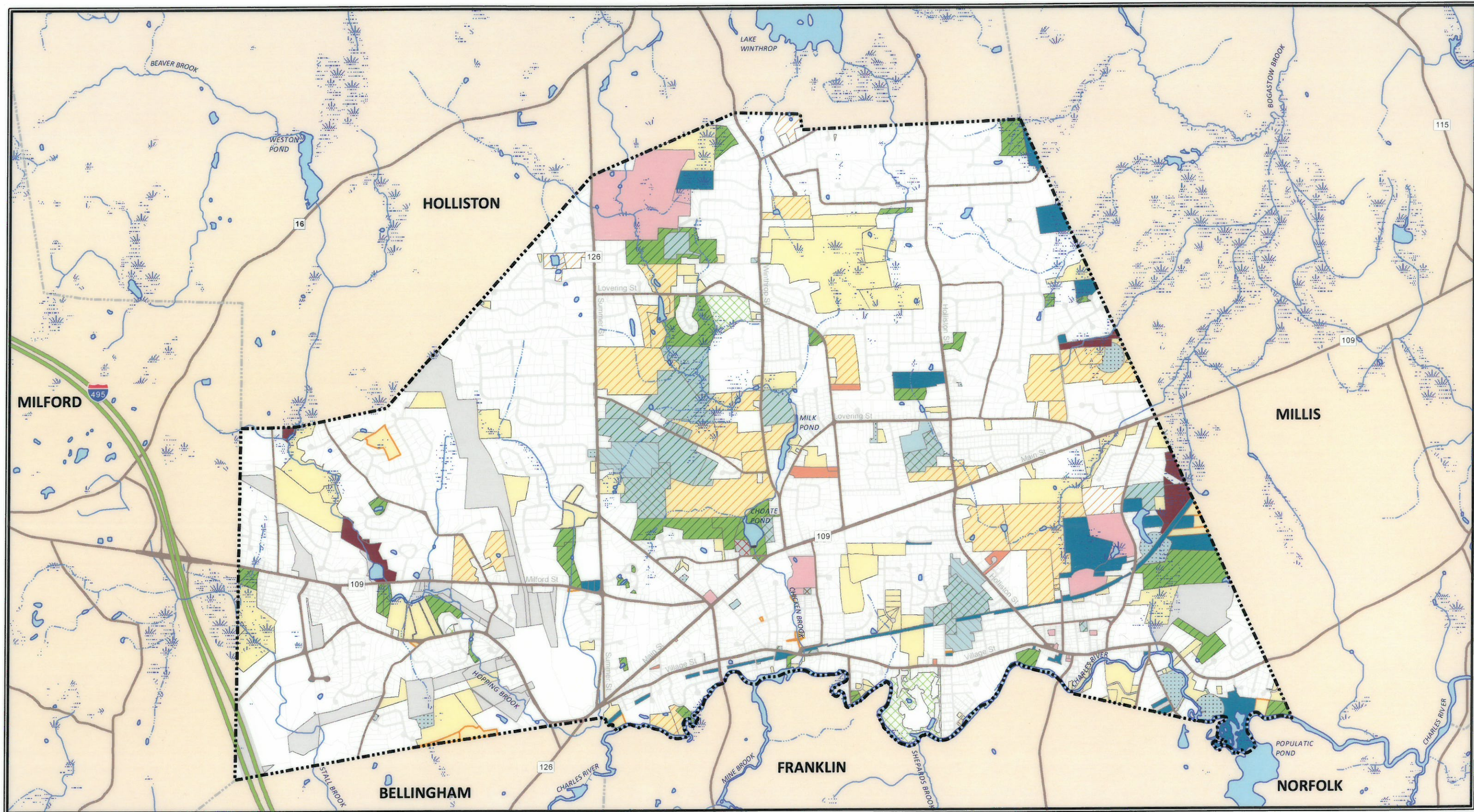
In the opinion of the Commission, the land requires limited preparation for use for the public immediately. Most of the acreage of the parcels is currently cleared for agriculture use. This makes these parcels of a higher interest since it would not take a large amount of additional funding to achieve goals such as use as part of the community farm or for open space. This would then allow for a more immediate gratification for use of this property for the residents of Medway. The frontage on this parcel is sufficient to allow for access and likely parking, if not there are other locations on the site where parking could be added.

The question is does the Town purchase both parcels, it is not 100% clear that both are needed to achieve the Town goals but may be depending on the proposal for the lots, if acquired. It is recommended that the proposed goal for these parcels be reviewed and it be determined if both are needed. However, at the very least the purchase of 82 Lovering Street being 20+ acres be strongly considered. The Selectman should also consider a shared use of this property if there are additional goals the town wishes to achieve, to allow for the protection of at least a portion of these lots.



Medway Conservation Commission
By: Bridget R. Graziano

Topo Maps (MassGIS)
Disclaimer: Maps are to be used for Assessing purposing only not
to be used for legal purposes and lines may vary based on actual
field surveying by a Registered Land Surveyor



0 0.125 0.25 0.5 0.75 1
MILES

DATA SOURCES:
 MASSGIS: SEE DETAILS ON DATA WITHIN THE 2018 OSRP
 ON THE "MASSGIS DATA SOURCES" APPENDIX
 MEDWAY ASSESSING, 10/2017
 MEDWAY COMMUNITY & ECONOMIC DEVELOPMENT, 03/2018

PREPARED BY MACKENZIE LEAHY



Water Bodies & Features

- Shoreline
- Intermittent Stream
- Perennial Stream
- Open Water
- Wetland

Land of Conservation & Recreation Interest

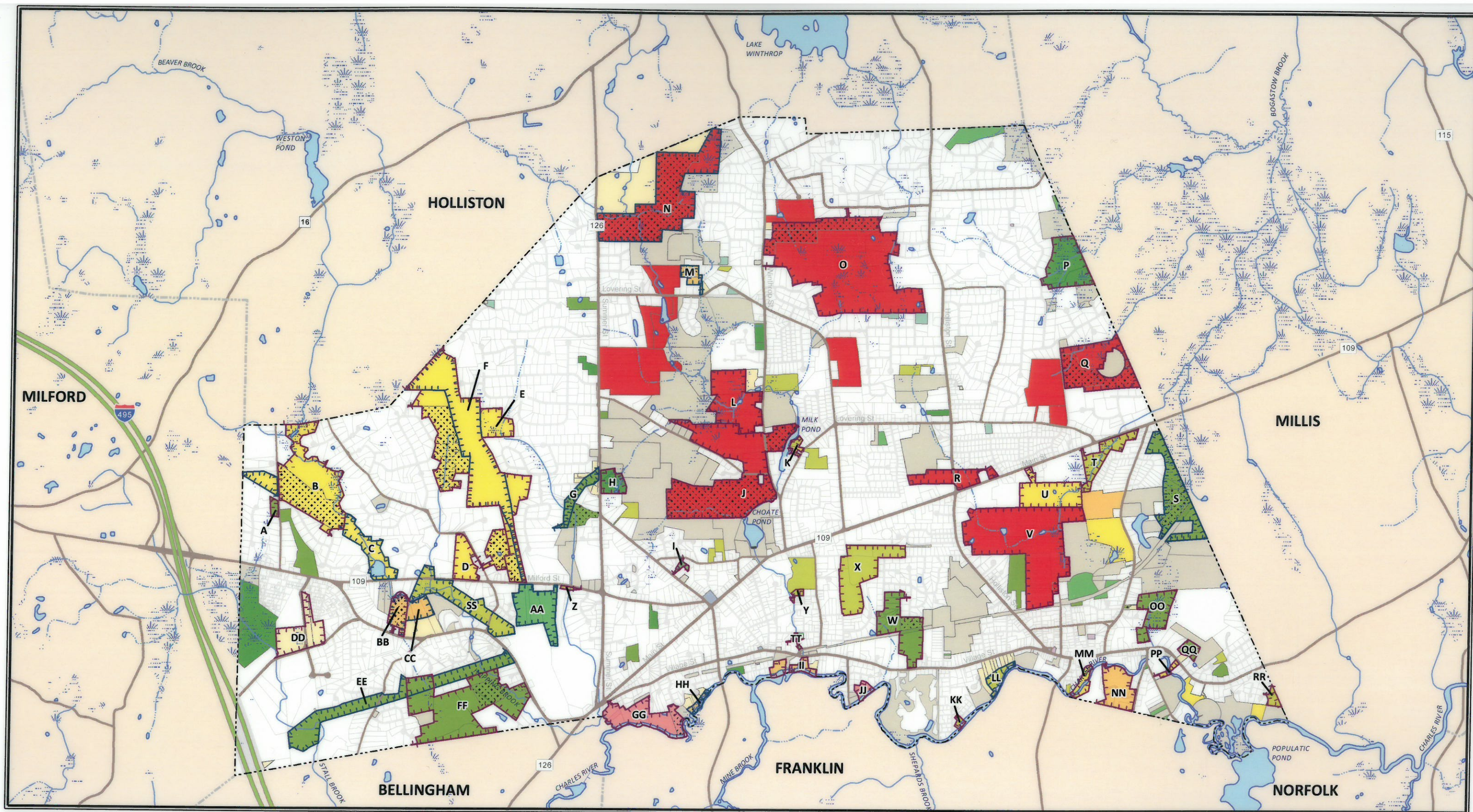
- Limited Protection**
- Municipal Schools & Associated Fields
 - Chapter Land
- Protected**
- Conservation Restriction
 - Conservation Land
 - Municipal Land
 - U.S. Army Corp of Engineers Land
 - Non-Profit

Owner Unknown

- Unprotected**
- Municipal Buildings & Facilities/Vacant Land
 - Non-Profit Land
 - Utilities
- Municipal**
- Drainage, Well, or Water Tank Parcel
 - Open Space & Recreation
 - Affordable Housing Trust
 - Historic Preservation

Lands of Conservation or Recreation Interest

TOWN OF MEDWAY
APRIL 13, 2018



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MILES

DATA SOURCES:

MASSGIS: SEE DETAILS ON DATA WITHIN THE 2018 OSRP
ON THE "MASSGIS DATA SOURCES" APPENDIX
MEDWAY ASSESSING, 10/2017
MEDWAY COMMUNITY & ECONOMIC DEVELOPMENT, 03/2018

PREPARED BY MACKENZIE LEAHY



Water Bodies & Features

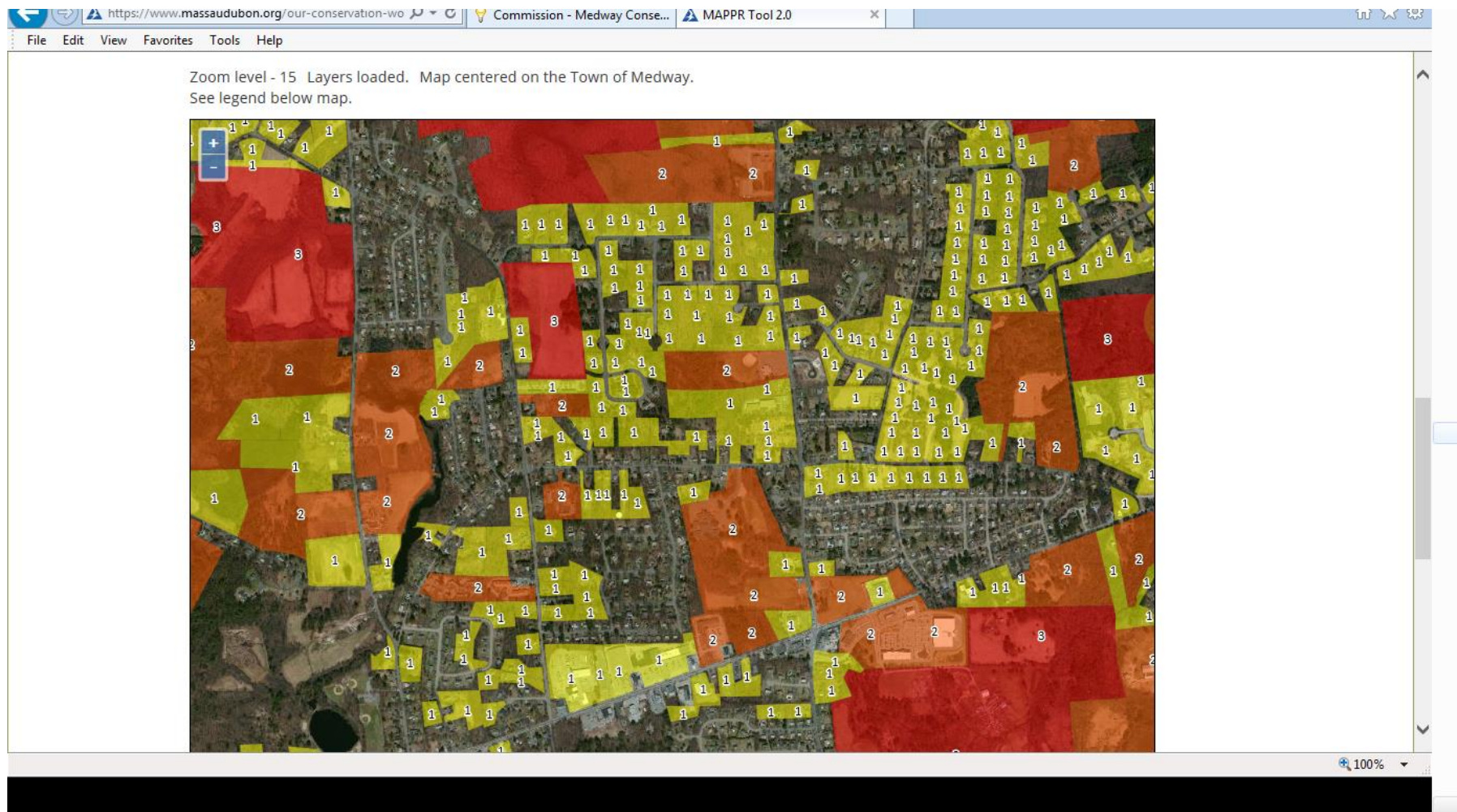
- Shoreline
- Intermittent Stream
- Perennial Stream
- Open Water
- Wetland

- Municipal & Conservation Land
- Land of Conservation or Recreation Interest
- Land of High Interest

- Critical Parcel(s) to Cluster
 - Land for Purchase or Gift
 - Land for Easement(s)
- 1 Land of Interest by Criteria 10
-

Land of Conservation and Recreation Interest by Cluster and Evaluation Criteria

May 31, 2018



Susan Affleck-Childs

From: Tina Wright <Tina.Wright@tbrassociates.com>
Sent: Friday, August 09, 2019 9:22 AM
To: Susan Affleck-Childs
Subject: Fwd: Lovering Street Property

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Tina Wright <Tina.Wright@tbrassociates.com>
Date: 8/8/19 2:51 PM (GMT-05:00)
To: Liz Langley <llangley@townofmedway.org>
Subject: Lovering Street Property

Good afternoon, Open Space could not meet this Tuesday- no quorum. We are meeting Tues the 12th.

However, Open Space had evaluated the parcels previously using the template we created. It ranked between a 62 and 82. Depending on the parcels to be purchased.

The committee is not opposed to the purchase of just the larger lot and is actually in favor if both parcels are included. The committee also felt strongly that both the Agricultural Commission and Affordable Housing Committee should review the parcels.

The parcels can support multiple uses – housing, possibly grazing, trails and scenic vista – this is also on a scenic road.

Senior housing on part of the parcel would be ideal as it is contiguous to current senior housing. 74 Lovering street would allow a second egress and facilitate building and integration with Lovering Heights.

The Northwest corner could be maintained as open space. It has a small seasonal pond, trees and meadow – a bench or picnic spot would be ideal here and would maintain the current scenic area as you come around the bend on Lovering street.

A trail around the entire parcel would be relatively flat but quite nice and just under a mile loop. It could be mowed to maintain it.

Tina



Tina Wright
TBR Associates
308 West Central Street Suite D
Franklin MA 02038
508 528 4300 xt 200

508 735 7711 - Cell

<http://www.tbrassociates.com>

Chapter 61 Programs

Understanding the Massachusetts
Ch. 61 Current Use Tax Programs



UMass
Extension



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Additional Information

*A conservationist is one who is
humbly aware that with each
stroke [of the axe] he is writing his
signature on the face of the land.*

—ALDO LEOPOLD, A SAND COUNTY ALMANAC



What is the purpose of the Chapter 61 programs?

Rising property values and taxes can make owning your land expensive. The Chapter 61 programs give Massachusetts landowners like you an opportunity to reduce your property taxes in exchange for providing important public benefits like clean water, wildlife habitat, rural character, wood products, food, and outdoor recreation.

Land that is not in a Chapter 61 program is assessed under Chapter 59 for its “highest and best use,” which is considered to be its development value. When you choose to keep your land in Chapter 59, you may find yourself paying property taxes based on your land’s development potential, even though your undeveloped land uses fewer town services, such as emergency services and schools, than developed land uses. Because undeveloped land provides valuable public benefits and requires fewer costly town services, the Chapter 61 programs offer a property tax break for landowners willing to commit to keeping some or all of their land undeveloped for a specified period of time.

The Chapter 61 programs can be helpful tools for keeping your land affordable and reaching your ownership goals. These programs can also help you

as you plan for the long-term future of your land (see “Conservation-Based Estate Planning,” p. 20, for more information).

As with any decision about your land, the key to success is for you to carefully consider your options. This information about the Chapter 61 programs is intended to help you make an informed decision that is right for you and your family.

Three different Chapter 61 programs

There are three different Chapter 61 programs:

- Chapter 61–Forestry
- Chapter 61A–Agriculture
- Chapter 61B–Open Space and Recreation

All the programs aim to keep land undeveloped, and each program focuses on a different type of land use. You are allowed to change your enrollment from one Chapter 61 program to another without penalty, although to save time and effort, it is recommended that you choose the program that best fits your current and desired future land use, as well as your financial needs.

“Chapter 61 programs offer a property tax break for landowners willing to commit to keeping some or all of their land undeveloped for a specified period of time.”

Chapter 61

FORESTRY

Land use in Ch. 61

Chapter 61-Forestry (Ch. 61) applies to land growing forest products, including wood, timber, Christmas trees, and other products produced by forest vegetation. Landowners receive a property tax reduction in exchange for a commitment to keep their land undeveloped and to manage it for forest products. Ch. 61 is a good fit for landowners interested in actively managing their forestland.

Minimum acreage in Ch. 61

The Ch. 61 program requires a minimum of 10 acres in active forest management. Some or all of a landowner's eligible land may be placed in the program. The landowner needs to exclude their residence, other structures, and any land used in connection with those buildings. The structures and excluded land continue to be taxed at the full assessment. Under current regulations, the minimum house lot size under the community's zoning is excluded if there is a house on the land.

The part(s) of the landowner's property that is excluded from enrollment in the program must be clearly shown on the property map of the forest management plan and described using metes and bounds. A registered survey is not required.

Types of eligible land in Ch. 61

In addition to meeting the minimum acreage requirement, land enrolled in the Ch. 61 program must be managed under a 10-year forest management plan approved by a state service forester. Some forestland that is not being managed for forest products may also be enrolled (typically no more than 25% of the total enrolled parcel). This "accessory land" may include uses such as forested wetlands, power lines, and open/shrub land managed for wildlife habitat, so long as such uses are deemed by the state service forester to be compatible with forest production. It may not include buildings, lawn, septic fields, or driveways that cannot be used for forest management.

Forest management in Ch. 61

In Ch. 61, forest management is *required* and must follow an approved 10-year forest management plan. The Massachusetts Department of Conservation and Recreation recommends that landowners hire a licensed private forester to develop the plan. A landowner may develop his or her own plan, provided it meets all applicable standards for 10-year forest management plans. The forest management plan is reviewed and approved by a state service forester.

“Chapter 61 is a good fit for landowners interested in actively managing their forestland.”

There are no minimum management requirements set by the state service forester as long as some active management consistent with the program is being conducted. Instead, the type, size, and timing of management activities are decisions that should be made in consultation with your private forester.

Tax reduction for Ch. 61 land

Rather than being assessed for its development value, land enrolled in Ch. 61 is assessed for its forestry use. Forestland assessment values are set annually by the Farmland Valuation Advisory Commission, a state-appointed commission, and are based on the estimated market value of the forest products the land is capable of producing. To see an example of how taxes are calculated under Ch. 61, see Example 1, p. 5. To use the online Ch. 61/61A Forestland Calculator to calculate your taxes under Ch. 61, visit www.masswoods.net.

For a comparison of tax reductions across all Ch. 61 programs, see Table 2, p. 16.

Administration of Ch. 61

The Massachusetts Department of Conservation and Recreation (DCR) Service Forestry Program administers the Ch. 61 program in cooperation with the local assessor's offices. To contact your local state service forester or download an application, visit www.masswoods.net. Applications can also be found in your local assessor's office.

Ch. 61 costs

When landowners choose to enroll their land in a Ch. 61 program, they are responsible for the cost of

preparing a 10-year forest management plan and for the registry recording fees for lien or release forms. State and federal grant funding, or cost-share monies, may be available to assist landowners with the cost of developing their 10-year forest management plan. For more information about landowner cost-share programs, visit www.masswoods.net.

Withdrawal penalties in Ch. 61

When a landowner enrolls in the Ch. 61 program, a lien is attached to the landowner's property to ensure that undeveloped land will continue to provide public benefits. This lien stays with the property when sold or transferred to another landowner. No penalties apply as long as the land remains enrolled or eligible for enrollment in one of the three Ch. 61 programs.

However, if the enrolled land is sold for or converted to a nonchapter use *within 10 years from the date it is acquired* or the earliest date of the uninterrupted use in forest management, then the landowner is responsible for *either* rollback taxes or conveyance taxes, whichever is greater. These penalties apply only to the portion of the land that is changed to a nonchapter use. However, when the classified land is being sold or converted to a residence for the owner; the owner's spouse, parent, grandparent, child, grandchild, brother or sister, or the surviving spouse of those relatives; or an employee working full-time in the use and care of the property for its classified use, no penalty tax is assessed.

Below is an explanation of the rollback and conveyance taxes. These penalties can be confusing. If you are uncertain about how

withdrawal penalties apply to your situation, contact your local assessor’s office or state service forester. To find the state service forester working in your town, visit www.masswoods.net.

ROLLBACK TAXES

The rollback tax is identical for Ch. 61 and Ch. 61B. The rollback tax is assessed if the land use changes while enrolled in Ch. 61 or within 5 years of withdrawal from the Ch. 61 program. Rollback taxes are the difference between what the property tax would have been at the full assessment, Ch. 59 taxes, and the tax paid under Ch. 61, plus 5% simple interest per year. The rollback tax is calculated for each year the landowner has been enrolled in the program, up to 5 years. After more than 5 years of enrollment, the rollback tax is calculated only for the 5 most recent years of enrollment.

CONVEYANCE TAXES

The conveyance tax is calculated the same way for Ch. 61 and Ch. 61A. The conveyance tax is designed to levy a more severe financial penalty if the land is sold for or converted to a nonchapter use within the early years of Ch. 61 enrollment. The intent of the conveyance tax is to discourage landowners from enrolling their land in the Ch. 61 program to save taxes before developing the land. If the land is sold for or converted to a nonchapter use

within 10 years from the beginning of the fiscal year when it was first acquired, this tax is due if it is greater than what the total rollback tax penalty would be. For Ch. 61, the conveyance tax is 10% of the total price of the property if the land is sold or converted within the first year of ownership (or uninterrupted use in forestry by the current owner), 9% if sold within the second year, and so on with the rate declining each year by 1% until it hits zero.

After the first 10 years of enrollment, the conveyance tax no longer applies. The conveyance tax can also be avoided if the land is purchased by a new owner who states on a notarized affidavit their intention to keep the land in a use covered by any Ch. 61 program for at least 5 years after the purchase. If the land is not continued in the use stated in the affidavit for at least 5 consecutive years, then the conveyance tax becomes due and payable by the new owner.

Some transfers are exempt from the conveyance tax, including transfers between husband and wife and parent and child when no consideration is paid for the property. Before making a transfer, the owner should determine whether it would trigger the conveyance tax. Note also that a conveyance tax does not apply to a seller who owned forestland classified under Ch. 61 in or before the fiscal year 2008.

KEY DATE TIMELINE: Chapter 61-Forestry

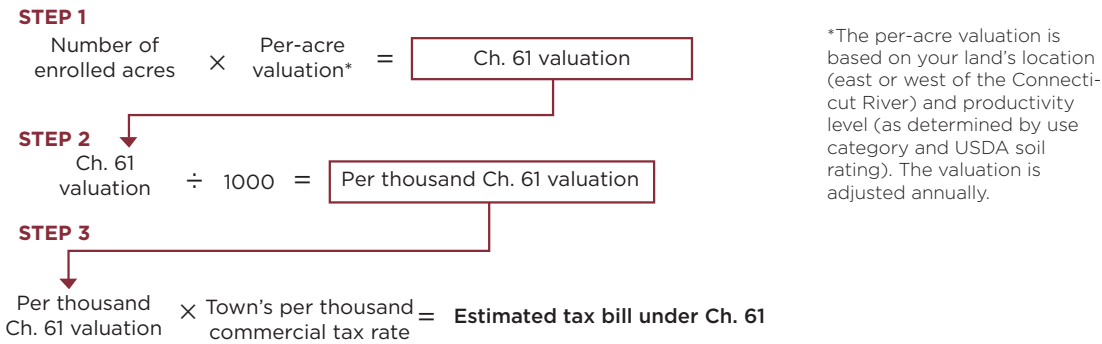


First refusal option in Ch. 61

All Ch. 61 programs give the town a first refusal option (sometimes referred to as the right of first refusal) that is triggered if the land use is converted to a nonchapter use (e.g., residential,

commercial, or industrial) while enrolled in the program or within one year of withdrawal from the program. Some exceptions apply. See “First Refusal Option,” p. 17, for more information.

EXAMPLE 1: Property Tax Calculation under Ch. 61 Based on FY 14 Rates



EXAMPLE The example below is for 45.87 acres of land with average productivity, located east of the Connecticut River in Sterling, Massachusetts, giving a per-acre current use valuation of \$49.00.

STEP 1 45.87 enrolled acres × \$49.00 = \$2,247.63

STEP 2 \$2,247.63 ÷ 1000 = 2.24763

STEP 3 2.24763 × 16.93* = **\$38.05 is the estimated tax bill under Chapter 61**

*This is based on Sterling's commercial tax rate of \$16.93 per \$1000 valuation.



*(legislative amendment pending to change to October 1)

Chapter 61A

AGRICULTURE

Land use in Ch. 61A

Chapter 61A (Ch. 61A) is for land growing agricultural or horticultural products, including fruits, vegetables, ornamental shrubs, timber, animals, and maple syrup. Ch. 61A is a good fit for landowners engaged in agriculture on their land.

Minimum acreage in Ch. 61A

The Ch. 61A program requires a minimum of 5 acres that has been in agricultural use for at least 2 years before applying. Some or all of a landowner's eligible land may be placed in the program. The landowner needs to exclude their residence, other structures, and any land occupied by a dwelling or regularly used for family living. The structures and excluded land continue to be taxed at the full assessment. Land under farm buildings, such as barns and farm sheds, is considered land in agricultural use.

Forest products are considered a type of agricultural product, so a landowner may enroll managed forestland in Ch. 61A. A 10-year forest management plan is required for this productive forestland.

An equal amount of contiguous, nonproductive land may also qualify for enrollment in the program as "accessory land." In other words, enrolled land may contain up to 50% nonagricultural

land that is not in residential, industrial, or commercial use. Accessory land may include unmanaged, or "nonproductive," forestland, which does not require a 10-year forest management plan. However, if the landowner decides to implement forest management, their forestland is automatically considered "productive" and an approved 10-year forest management plan must guide the management.

Types of eligible land in Ch. 61A

In addition to meeting the minimum acreage requirement, the landowner must demonstrate annual agricultural product sales of at least \$500 for the first 5 acres and \$5 for every additional productive agricultural acre or \$0.50 for every additional productive forestland acre. Given the longer growth time for forest products, these sales requirements are considered satisfied as long as the enrolled forestland is managed according to an approved 10-year forest management plan.

Forest management in Ch. 61A

In Ch. 61A, all enrolled productive forestland must follow an approved 10-year forest management plan. The Massachusetts Department of Conservation and Recreation recommends that landowners hire a licensed private forester to

develop the plan. A landowner may develop his or her own plan, provided it meets all applicable standards for 10-year forest management plans. The forest management plan is reviewed and approved by a state service forester.

There are no minimum management requirements set by the state service forester as long as some active management consistent with the program is being conducted. Instead, the type, size, and timing of management activities are decisions that should be made in consultation with your private forester.

In addition, if a landowner decides to implement forest management on land previously classified as nonproductive accessory land, then the land is automatically considered productive forestland and an approved 10-year forest management plan must guide the management.

Tax reduction for Ch. 61A land

Rather than being assessed at its development value, land enrolled in Ch. 61A is assessed for its agricultural use. Agricultural assessment values are set annually by the Farmland Valuation Advisory Commission, a state-appointed commission, and are based on the estimated market value of agricultural products the land is capable of producing. Productive forestland enrolled under the Ch. 61A program will have the *same* property taxes as forestland enrolled under the Ch. 61 program. To see an example of how taxes are calculated under Ch. 61A, see Example 2, p. 9. To use the online Ch. 61/61A Forestland Calculator to calculate your taxes under Ch. 61A, visit www.masswoods.net.

For a comparison of tax reductions across all Ch. 61 programs, see Table 2, p. 16.

Administration of Ch. 61A

Each community's board of assessors administers the Ch. 61A program. Find the application at your local assessor's office and at www.masswoods.net.

Ch. 61A costs

When landowners choose to enroll their land in a Ch. 61A program, they are responsible for the

registry recording fees for lien or release forms. If landowners are managing forestland under Ch. 61A, then they are also responsible for the cost of preparing a 10-year forest management plan. State and federal grant funding, or cost-share monies, may be available to assist landowners with the cost of developing their 10-year forest management plan. For more information about cost-share programs, visit www.masswoods.net

Withdrawal penalties in Ch. 61A

When a landowner enrolls in the Ch. 61A program, a lien is attached to the landowner's property to ensure that undeveloped land will continue to provide public benefits. This lien stays with the property when sold or transferred to another landowner. No penalties apply as long as the land remains enrolled or eligible for enrollment in one of the three Chapter 61 programs.

However, if the enrolled land is sold for or converted to a nonchapter use within 10 years from the date it is acquired or the earliest date of the uninterrupted use in agriculture, then the landowner is responsible for either rollback taxes or conveyance taxes, whichever is greater. These penalties apply only to the portion of the land that is changed to a nonchapter use. However, when the classified land is being sold or converted to a residence for the owner; the owner's spouse, parent, grandparent, child, grandchild, brother or sister, or the surviving spouse of those relatives; or an employee working full-time in the use and care of the property for its classified use, no penalty tax is assessed.

Below is an explanation of the rollback and conveyance taxes. These penalties can be confusing. If you are uncertain about how withdrawal penalties apply to your situation, contact your local assessor's office or state service forester.

“ Ch. 61A is a good fit for landowners engaged in agriculture on their land. ”

ROLLBACK TAXES

The rollback tax is calculated the same way for Ch. 61, Ch. 61A, and Ch. 61B, except under Ch. 61A there is a difference in who has to pay interest. The rollback tax is assessed if the land use changes while enrolled in Ch. 61A or within 5 years of withdrawal from the Ch. 61A program. Rollback taxes are the difference between what the property tax would have been at the full assessment, known as Ch. 59 taxes, and the tax paid under Ch. 61A, plus 5% simple interest per year. **However, landowners who enrolled in Ch. 61A before July 1, 2006, do not pay interest on the rollback tax.** The rollback tax is calculated for each year the landowner has been enrolled in the program, up to 5 years. After more than 5 years of enrollment, the rollback tax is calculated only for the 5 most recent years of enrollment.

If the landowner withdraws from the program, the rollback tax is still assessed if the land use changes to a nonchapter use within 5 years of withdrawal. In such cases, the rollback tax is due for each year within this 5-year look-back period for which Ch. 61A reduced taxes were paid.

There are no rollback tax penalties for withdrawing a property from Ch. 61A if the landowner keeps the land in a use eligible for any one of the Ch. 61 programs for a period of 5 years after it is withdrawn from the program.

CONVEYANCE TAXES

The conveyance tax is calculated the same way for Ch. 61A and Ch. 61. The conveyance tax is designed to levy a more severe financial penalty if the land is sold for or converted to another use within the early years of Ch. 61A enrollment. The intent of the conveyance tax is to discourage landowners from enrolling their land in the Ch. 61A program to save taxes before developing the land. If the land is sold for or converted to a nonchapter use within 10 years from the beginning of the fiscal year when it was first acquired, this tax is due if it is greater than what the total rollback tax penalty would be. For Ch. 61A, the conveyance tax is 10% of the total price of the property if the land is sold or converted within the first year of ownership (or uninterrupted use in agriculture by the current owner), 9% if sold within the second year, and so



©Shutterstock.com/Richard Pratt

on with the rate declining each year by 1% until it hits zero.

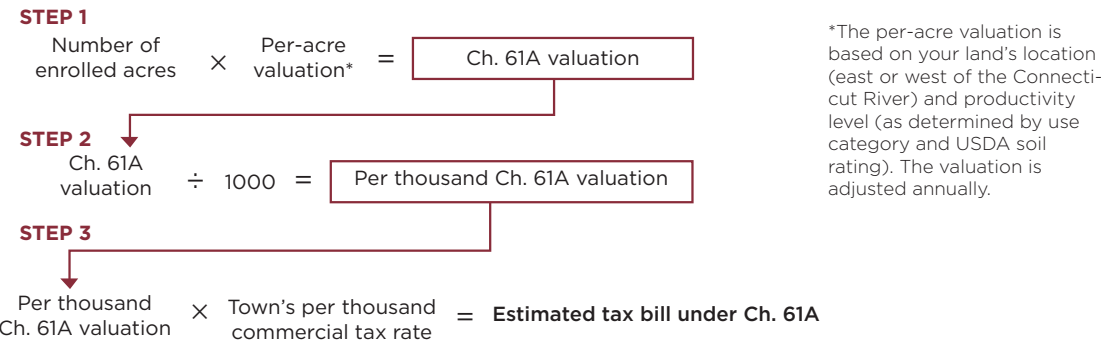
After the first 10 years of enrollment, the conveyance tax no longer applies. The conveyance tax can also be avoided if the land is purchased by a new owner who states on a notarized affidavit his/her intention to keep the land in a use covered by any Chapter 61 program for at least 5 years after the purchase. If the land is not continued in the use stated in the affidavit for at least 5 consecutive years, then the conveyance tax becomes due and payable by the new owner.

Some transfers are exempt from the conveyance tax, including transfers between husband and wife and parent and child when no consideration is paid for the property. Before making a transfer, the owner should determine whether it would trigger the conveyance tax.

First refusal option in Ch. 61A

All Ch. 61 programs give the town a first refusal option (sometimes referred to as the right of first refusal) that is triggered if the land use is converted to a nonchapter use (e.g., residential, commercial, or industrial) while enrolled in the program or within one year of withdrawal from the program. Some exceptions apply. See “First Refusal Option,” p. 17, for more information.

EXAMPLE 2: Property Tax Calculation under Ch. 61A Productive Forestland Based on FY 14 Rates



EXAMPLE The example below is for 45.87 acres of land with average productivity, located east of the Connecticut River in Sterling, Massachusetts, giving a per-acre current use valuation of \$49.00.

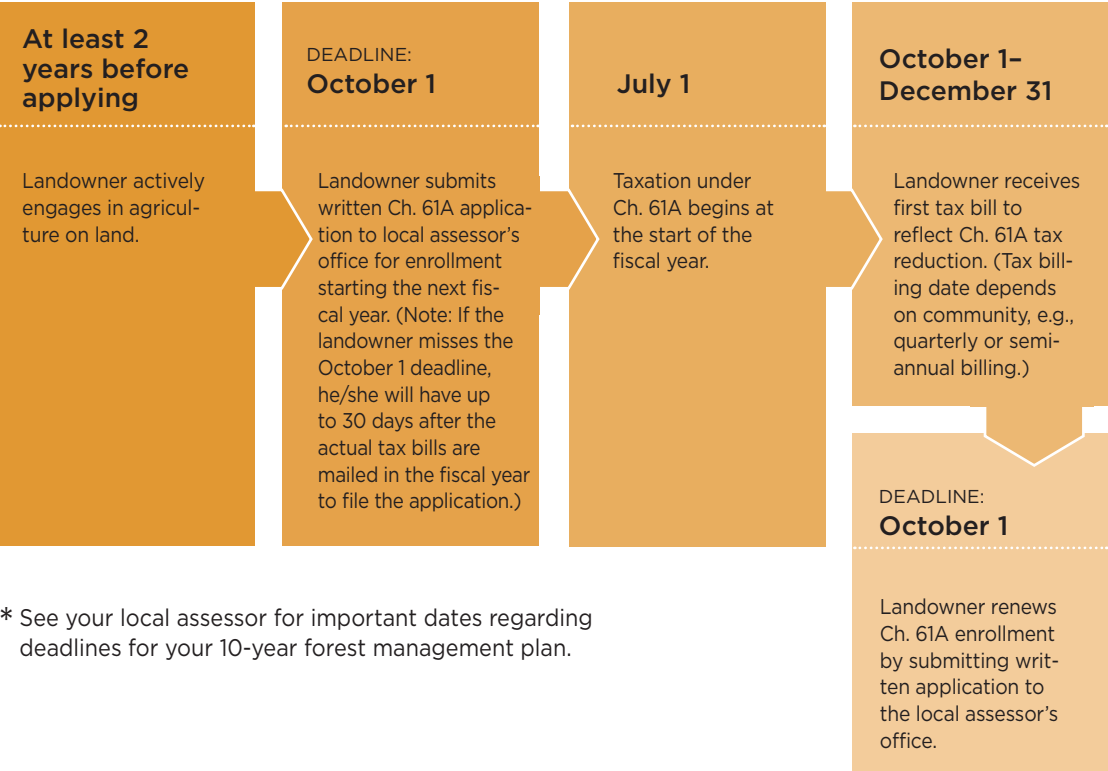
STEP 1 45.87 enrolled acres × \$49.00 = \$2,247.63

STEP 2 \$2,247.63 ÷ 1000 = 2.24763

STEP 3 2.24763 × 16.93* = **\$38.05 is the estimated tax bill under Chapter 61A**

*This is based on Sterling's commercial tax rate of \$16.93 per \$1000 valuation.

KEY DATE TIMELINE: Chapter 61A-Agriculture*



* See your local assessor for important dates regarding deadlines for your 10-year forest management plan.

Chapter 61B

OPEN SPACE AND RECREATION

Land use in Ch. 61B

Chapter 61B—Open Space and Recreation (Ch. 61B) is for land in open space and/or recreation. Because there is no requirement for land enrolled in Ch. 61B to be managed or have a 10-year forest management plan, the Ch. 61B program is a good fit for landowners who take a passive approach to their land.

Minimum acreage in Ch. 61B

The Ch. 61B program requires a minimum of 5 acres in an eligible land use. Some or all of a landowner's eligible land may be placed in the program. The landowner needs to exclude their residence, other structures, and any land used in connection with those buildings. The structures and excluded land continue to be taxed at the full assessment.

Types of eligible land in Ch. 61B

In addition to meeting the minimum acreage requirement, land enrolled in Ch. 61B must fit into one of the following two land categories:

OPEN SPACE

Land maintained in a substantially natural, wild, or open condition; land maintained in a landscaped or pasture condition; or managed forest under an approved 10-year forest management plan. Public access is not required for this category of land use.

RECREATION

Land that is available for recreational purposes—so long as they do not significantly interfere with the environmental benefits of the land—which include hiking, camping, nature study and observation, boating, golfing, noncommercial youth soccer, horseback riding, hunting, fishing, skiing, swimming, picnicking, private noncommercial flying, hang gliding, archery and target shooting, and commercial horseback riding and equine boarding. It may not be used for horse racing, dog racing, or any sport normally undertaken in a stadium, gymnasium, or similar structure. Land under this category must be open either to the public or to members of a nonprofit organization, though the landowner may charge a fee for this service.

Forest management in Ch. 61B

Forest management in Ch. 61B is *optional*. If done, it must follow an approved 10-year forest management plan as described in the Ch. 61 program.

Tax reduction for Ch. 61B land

Rather than being assessed for its development value, Ch. 61B land is assessed at its recreational use value, which cannot be more than 25% of the fully assessed value of the land. In other words, the assessed value of the land is reduced by at least

75%. To see an example of how taxes are calculated under Ch. 61B, see Example 3, p. 13. To use the online Ch. 61B Calculator to calculate your taxes under Ch. 61B, visit www.masswoods.net.

For a comparison of tax reductions across all Ch. 61 programs see Table 2, p. 16.

Administration of Ch. 61B

Each community's board of assessors administers the Ch. 61B program. Find the application at your local assessor's office and at www.masswoods.net.

Ch. 61B costs

When landowners choose to enroll their land in a Ch. 61B program, they are responsible for the registry recording fees for lien or release forms. If landowners decide to manage their forestland under Ch. 61B, then they are also responsible for the cost of preparing a 10-year forest management plan.

Withdrawal penalties in Ch. 61B

When a landowner enrolls in the Ch. 61B program, a lien is attached to the landowner's property to ensure that undeveloped land will continue to provide public benefits. This lien stays with the property when sold or transferred to another landowner. No penalties apply as long as the land remains enrolled or eligible for enrollment in one of the three Chapter 61 programs.

However, if the enrolled land is sold for or converted to a nonchapter use within 10 years from the date of its enrollment in Ch. 61B, then the landowner is responsible for either rollback taxes or conveyance taxes, whichever is greater.

These penalties apply only to the portion of the land that is changed to a nonchapter use. However, when the classified land is being sold or converted to a residence for the owner; the owner's spouse, parent, grandparent, child, grandchild, brother or sister, or the surviving spouse of those relatives; or an employee working full-time in the use and care of the property for its classified use, no penalty tax is assessed.

Below is an explanation of the rollback and conveyance taxes. These penalties can be confusing. If you are uncertain about how withdrawal penalties apply to your situation, contact your local assessor's office or state service forester.

ROLLBACK TAXES

The rollback tax is identical for Ch. 61B and Ch. 61. The rollback tax is assessed if the land changes use while enrolled or within 5 years of withdrawal from the Ch. 61B program. Rollback taxes are the difference between what the property tax would have been at the full assessment, known as Ch. 59 taxes, and the tax paid under Ch. 61B, plus 5% simple interest per year. The rollback tax is calculated for each year the landowner has been enrolled in the program, up to 5 years. After more than 5 years of enrollment, the rollback tax is calculated only for the 5 most recent years of enrollment.

If the landowner withdraws from the program, the rollback tax is still assessed if the land use changes to a nonchapter use within 5 years of withdrawal. In such cases, the rollback tax is due for each year within this 5-year look-back period for which Ch. 61B reduced taxes were paid.

“Because there is no requirement for land enrolled in Ch. 61B to be managed or have a 10-year forest management plan, the Ch. 61B program is a good fit for landowners who take a passive approach to their land.”



There are no rollback tax penalties for withdrawing a property from Ch. 61B if the landowner keeps the land in a use eligible for any one of the Chapter 61 programs for a period of 5 years after it is withdrawn from the program.

CONVEYANCE TAXES

The conveyance tax is calculated differently for Ch. 61B than it is for Ch. 61 and Ch. 61A. The conveyance tax is designed to levy a more severe financial penalty if the land is sold for or converted to another use within the early years of Ch. 61B enrollment. The intent of the conveyance tax is to discourage landowners from enrolling their land in the Ch. 61B program to save taxes before developing the land. If the land is sold for or converted to a nonchapter use within 10 years from the beginning of the fiscal year when it was first enrolled, this tax is due if it is greater than what the total rollback tax penalty would be. For Ch. 61B, the conveyance tax is 10% of the sale price if sold within 0–5 years of its first enrollment and 5% if sold within 6–10 years of the property’s first enrollment.

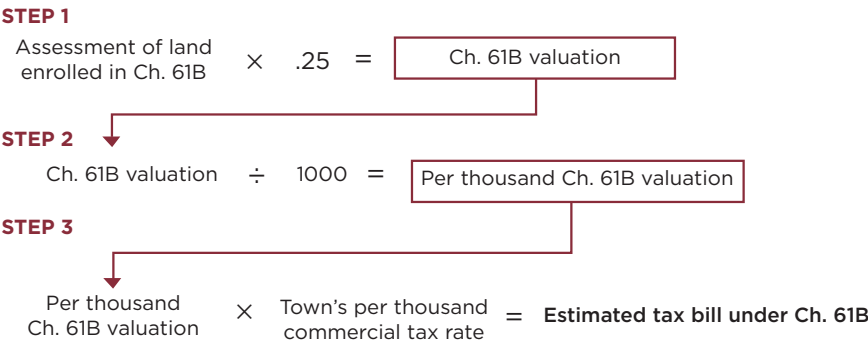
After the first 10 years of enrollment, the conveyance tax no longer applies. The conveyance tax can also be avoided if the land is purchased by a new owner who states on a notarized affidavit their intention to keep the land in a use covered by any Chapter 61 program for at least 5 years after the purchase. If the land is not continued in the use stated in the affidavit for at least 5 consecutive years, then the conveyance tax becomes due and payable by the new owner.

Some transfers are exempt from the conveyance tax, including transfers between husband and wife and parent and child when no consideration is paid for the property. Before making a transfer, the landowner should determine whether it would trigger the conveyance tax.

First refusal option in Ch. 61B

All Chapter 61 programs give the town a first refusal option that is triggered if the land use is converted to a nonchapter use (e.g., residential, commercial, or industrial) while enrolled in the program or within 1 year of withdrawing from the program. Some exceptions apply. See “First Refusal Option,” p. 17, for more information.

EXAMPLE 3: Property Tax Calculation under Ch. 61B Based on FY 14 Rates

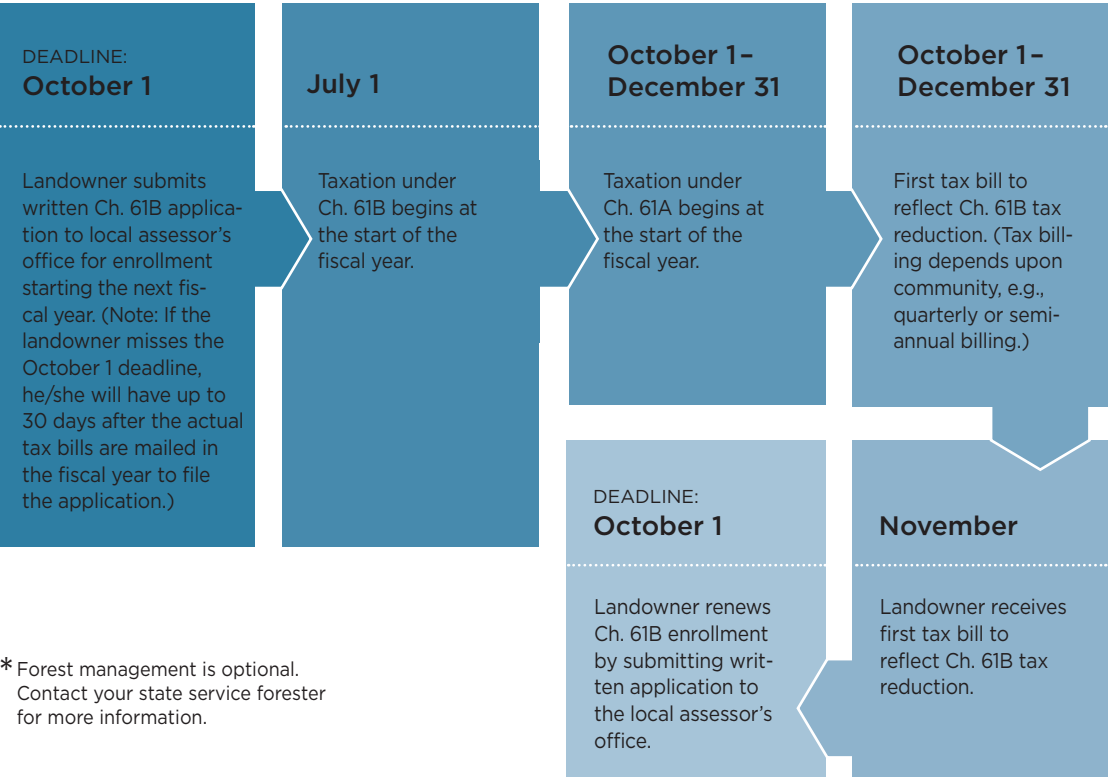


EXAMPLE The example below is for 13.68 acres located in Charlton, Massachusetts, with a land assessment of \$105,500.

- STEP 1** $\$105,500 \times .25 = \$26,375$
- STEP 2** $\$26,375 \div 1000 = 26.375$
- STEP 3** $26.375 \times 12.66^* = \text{\$333.91}$ is the estimated tax bill under Chapter 61B

*This is based on Charlton's commercial tax rate of \$12.66 per \$1000 valuation.

KEY DATE TIMELINE: Chapter 61B–Open Space and Recreation*



* Forest management is optional. Contact your state service forester for more information.

TABLE 1: COMPARING THE CHAPTER 61 PROGRAMS

Program Characteristics	Chapter 61 FORESTRY
Land Use	Forest management
Administration	Department of Conservation and Recreation (DCR) Service Forestry Program
Minimum Acreage	10 acres
Tax Reduction	Based on market value of forest products land is capable of producing, set annually by Farm Land Advisory Committee
Requirements	10-year forest management plan approved by the state service forester
Posting (excluding public access)	Posting allowed
Renewal Timeframe	Reapply every 10 years by September 30 with new 10-year forest management plan
Forest Management	Required
10-Year Forest Management Plan	Required

Chapter 61A

AGRICULTURE

Agriculture, including forest management

- Local board of assessors
- DCR Service Forestry Program if managing forestland

5 acres

Based on market value of farm products land is capable of producing, set annually by Farm Land Advisory Committee

- Demonstrate at least \$500 in annual sales of agricultural products, including forest products
- If managing forestland, 10-year forest management plan approved by the state service forester

Posting allowed

Reapply **annually** by October 1

Required for enrolled productive forestland

Required only if landowner manages forestland

Chapter 61B

OPEN SPACE AND RECREATION

Passive or recreational use (forest management optional)

- Local board of assessors
- DCR Service Forestry Program if managing forestland

5 acres

75% reduction of assessed value

- Land mostly natural, wild, or open, or used for an approved recreational use
- If managing forestland, 10-year forest management plan approved by the state service forester

- Posting allowed under “natural, wild, or open” category
- Posting may be allowed under the Recreation category for organizations with paying members

Reapply **annually** by October 1

Optional

Required only if landowner manages forestland

TABLE 2: COMPARISON OF PROPERTY TAXES

Comparison of Property Taxes for Forestland under Ch. 59 (no program), Ch. 61B & Ch. 61/61A Based on FY 14 Tax Rates

Town	Number of Enrolled Acres	Land Assessment	FY 2014 Tax Rate	Ch. 59 (no program)	Ch. 61B	Ch. 61/ 61A
Boxford	6.45	\$288,400	\$15.47	\$4,462	\$1,115	\$5*
Taunton	18.00	\$145,600	\$14.61 (Res) \$31.19 (Com)	\$2,127	\$532	\$13
Falmouth	9.46	\$289,300	\$8.15	\$2,358	\$589	\$4*
Phillipston	72.16	\$179,700	\$16.29	\$2,927	\$732	\$58
Sterling	45.87	\$293,300	\$16.93	\$4,966	\$1,241	\$38
Charlton	13.68	\$105,500	\$12.66	\$1,336	\$334	\$8
Hawley	41.00	\$70,400	\$16.05	\$1,130	\$282	\$43
Montague	14.64	\$75,300	\$16.34 (Res) \$24.85 (Com)	\$1,230	\$308	\$12
Williamsburg	67.63	\$263,400	\$17.37	\$4,575	\$1,144	\$76
Chester	130.25	\$107,300	\$20.88	\$2,240	\$560	\$177
Southwick	24.00	\$93,700	\$17.06	\$1,599	\$400	\$26
Richmond	22.23	\$549,500	\$10.29	\$5,654	\$1,414	\$15
Monterey	92.00	\$746,900	\$6.08	\$4,541	\$1,135	\$36

*Due to minimum acreage requirements, this value is calculated only for Ch. 61A Forestland



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What is the first refusal option?

The purpose of the Chapter 61 programs is to help keep land undeveloped; therefore when a landowner chooses to convert enrolled land to another use, the municipality's first refusal option (sometimes referred to as the right of first refusal) is triggered. If any land under Ch. 61, 61A, or 61B is intended to be converted to a nonchapter use (either sold or retained in the same ownership) while enrolled or within one fiscal year of being removed from the program, then the municipality has the option to match a bona fide offer to purchase the property at the price contained in the offer. If the owner is not selling the property but is converting its use to a nonchapter use, the municipality has an option to purchase the property at full market value as determined by an independent appraiser.

The option must be exercised by the municipality within 120 days of (1) receiving a notice from the owner that complies with the law (in the case of a sale) or (2) the agreement of the consideration (the market value) in the case of a conversion by the owner. After exercising the first refusal option, the land must then be acquired by the municipality within 90 days, unless an extension is agreed upon by the landowner. The municipality may exercise its first refusal option to buy the land or it may transfer the first refusal option to an eligible conservation organization (e.g., state conservation agency, land trust) who then must also acquire the land within 90 days.

For more information on the first refusal option process, including what must be included in the notice to sell or convert, visit www.masswoods.net.

The first refusal option is triggered

- when the landowner intends to sell the land for a residential, commercial, or industrial use;
- when the landowner maintains ownership of their land and changes the land use to residential, commercial, or industrial use; or
- if the landowner withdraws from the program and changes the land use within 12 months or within one fiscal year of withdrawal.

The first refusal option is NOT triggered if

- the landowner chooses to switch to a different current-use program;
- the change of use is for the construction of a residence for an immediate family member;
- the landowner chooses to withdraw from a program, but keeps the land in agricultural, forestry, or recreational use for a period of one year from the time it was last taxed under the Chapter 61 program; or
- the landowner sells the property to a new owner who agrees to maintain the land use, as verified through an affidavit.

“ The purpose of the Chapter 61 programs is to help keep land undeveloped. ”



Chapter 61

FORESTRY

Q: Neil and Danielle own 57 acres. They are interested in managing their forest, but want to make sure they are comfortable with the type of forest management being done on their land. Does the state require a minimum amount of forest management that needs to be done?

A: Though some forest management activity is required in the Ch. 61 program, the amount and type of management should be determined based on the landowner's goals, in consultation with the landowner's private forester.

Q: Addie has 40 acres in Ch. 61—Forestry. After 14 years in the program, she decides to build 10 houses on the property for sale outside the immediate family. Will Addie have to pay penalty taxes?

A: Because the land has been enrolled in Ch. 61 for over 10 years, it is not subject to a conveyance tax. Because she is converting the land use, however, Addie will have to pay rollback taxes. Her rollback taxes will be the difference in taxes between her Ch. 61 tax payment and the fair market assessment for each year within a period of 5 years, plus 5% interest per year. In addition to the rollback taxes, the town where Addie owns the land will have the right of first refusal to purchase it at a fair market price as determined by an independent appraiser. The town may also transfer the right to purchase the land to a qualified conservation organization.

Chapter 61A

AGRICULTURE

Q: Bob and Pam have had 89 acres in Ch. 61A—Agriculture for 12 years. They have decided to remove their land from the program, but not to change its land use. Will Bob and Pam have to pay penalty tax?

A: Bob and Pam will not have to pay any penalty tax as long as they maintain the land use for a minimum of 5 years and the town will have no first refusal option at the close of the fiscal year following the year that the land was enrolled. Because the land has been in Ch. 61A for longer than 10 years and because the land is not being sold for or converted to a nonchapter use, the conveyance tax does not apply.

Q: Jim and Lisa have 100 acres in Ch. 61A—Agriculture. Fifty acres are actively farmed, and 50 acres are included as nonproductive accessory forestland. They decide to harvest timber from these 50 forest acres. Can Jim and Lisa harvest timber and keep their land in Chapter 61A—Agriculture?

A: Jim and Lisa may harvest timber on forestland enrolled in Ch. 61A, and they must do so under the guidance of an approved 10-year forest management plan. Instead of being assessed as “nonproductive” accessory land, the forestland is now producing timber, and these “productive” acres are assessed based on the market value of the agricultural products (i.e., timber) produced as determined by the Farmland Valuation Advisory Commission.

Chapter 61B

OPEN SPACE AND RECREATION

Q: Dana and Mike have 17 acres enrolled in Ch. 61B—Open Space and Recreation. For years, they have taken a passive approach to managing their land, and now they have decided to harvest timber to help pay for unexpected medical bills. Can they stay in Ch. 61B and harvest timber, or do they have to switch to Ch. 61—Forestry?

A: Active forest management is allowed under Ch. 61B, but it is not required. Dana and Mike may stay in Ch. 61B and harvest timber from their land as long as an approved 10-year forest management plan guides the harvest.

Q: Eli has owned 13 acres, which he has had in Ch. 61B—Open Space and Recreation for 4 years, when he decides to sell the property to the Smith family. The Smiths intend to keep it in its open space land use. They sign an affidavit promising to not convert the land. Will Eli have to pay penalty taxes for selling the land?

A: No, as long as the new owners sign the affidavit saying they will not convert the land, Eli will not have to pay anything. The affidavit transfers any penalties for changing the land’s use to the new owners. The Ch. 61B lien will remain on the land. If the Smiths wish to keep it in Ch. 61B, they must file annually with the local assessor’s office.



Conservation-Based Estate Planning

Deciding what will happen to your land when you are gone may be the most important step you can take as a landowner. An estate is the total of all of your assets, including your land. Conservation-based estate planning ensures that your assets are distributed in a way that meets the personal and financial goals of you and your family and that your land is treated in a manner consistent with your goals.

The Chapter 61 programs can reduce your annual property taxes and help you maintain your ownership while you explore longer-term plans for the land. Chapter 61 programs can be combined with other conservation-based estate-planning tools such as trusts, conservation restrictions, and all types of private ownership. Although not a permanent land protection tool, a Chapter 61 lien will remain on your property after your passing until a future owner decides to remove it.



For more information about conservation-based estate planning and how the Chapter 61 programs may help you meet your goals for the future of your land, visit www.masswoods.net.

Next Steps

1. Discuss your short- and long-term goals for your land with your family.
2. Contact your local state service forester to discuss the Chapter 61 programs or request a site visit. Visit www.masswoods.net to find the state service forester working in your town.
3. Contact your local assessor's office for Ch. 61A or 61B applications or download them at www.masswoods.net. Contact a private forester to develop a forest management plan needed to enroll in the Ch. 61 program. Find a private forester working in your town by visiting www.masswoods.net.
4. Learn how the Ch. 61 programs can add to your conservation-based estate plan by visiting the "Future of My Land" section of the UMass Extension website: www.masswoods.net/future-my-land.



Additional Information

www.masswoods.net

The UMass Extension website for landowners, featuring information on:

- Ch. 61 programs and property tax calculators
- Ch. 61 Frequently Asked Questions (FAQs)
- Ch. 61, 61A, and 61B application forms
- Conservation-based estate-planning information
- State service foresters and private foresters working in your town
- Land trusts working in your town
- Landowner cost-share programs
- Enabling legislation for the Chapter 61 programs

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**UMass
Extension**





August 13, 2019

**Medway Planning & Economic Development Board
Meeting**

Construction Reports

- CTS/9 Trotter Drive Report #16 dated August 6, 2019
- Medway Community Church Reports #14 – 18 from July 22 – August 1, 2019
- Salmon Reports #18 & 19 from July 25 and August 1, 2019

Tetra Tech
100 Nickerson Road, Suite 200
Marlborough, MA 01752

FIELD REPORT

Project Converting Technical Services Facility	Date 8/6/2019	Report No. 16
Location 9 Trotter Drive, Medway, MA	Project No. 143-21583-18008	Sheet 1 of 2
Contractor Barrows Contracting (Site Contractor)	Weather A.M. SUNNY P.M.	Temperature A.M. 80°F P.M.

FIELD OBSERVATIONS

On Tuesday August 6, 2019, Steven M. Bouley, PE from Tetra Tech (TT) visited the project location to inspect the current condition of the site and monitor construction progress. The following report outlines observations made during the site visit.

1. Observations

- A. Upon arrival to the site, the electrical contractor was completing backfill and surface restoration of the landscape island. The alignment of the underground electric run matched the revised plan dated July 23, 2019. However, upon arrival the conduit and trench had been backfilled and set with concrete. The contractor stated the town electrical inspector was on-site to witness the installation.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't		Bulldozer		Asphalt Paver		Dept. or Company	Description of Work
Foreman	1	Backhoe	1	Asphalt Reclaimer			
Laborers	1	Loader		Vib. Roller			
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.		Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram		Compressor			
Masons		Excavator		Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
Roofers		Conc. Truck		Skidder		OFFICIAL VISITORS TO JOB	
Mechanical/HVAC		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck					
		Tri-Axle Dump Truck					
		Trailer Dump Truck					
Police Details: 1						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 6:00 P.M.						Name	Time on-site
						Steven M. Bouley, PE	9:00 A.M. – 10:00 A.M.

NOTE: Please use reverse side for remarks and sketches

Project Converting Technical Services Facility	Date 8/6/2019	Report No. 16
Location 9 Trotter Drive, Medway, MA	Project No. 143-21583-18008	Sheet 2 of 2

FIELD OBSERVATIONS CONTINUED

2. Schedule

A. TT will maintain communication with contractor and will inspect the site on an as-need basis.

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, Suite 200
Marlborough, MA 01752

FIELD REPORT

Project Medway Community Church	Date 7/22/2019	Report No. 14
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18009	Sheet 1 of 2
Contractor Rodenhiser Excavating, Inc. (Site Contractor)	Weather A.M. P.M. CLOUDY	Temperature A.M. P.M. 80°F

FIELD OBSERVATIONS

On Monday, July 22, 2019, Steven Bouley, P.E. from Tetra Tech (TT) visited the project location to inspect the current condition of the site and observe construction progress. The report outlines observations made during the site visit.

1. Observations

- A. General site conditions: Site is dry and undulating and in the process of being filled to subgrade elevation. Construction entrance from Slocumb Place appears to be functioning as designed. Straw wattle is installed around the site perimeter and is in good condition.
- B. Contractor is nearing completion of excavation for proposed Basin 1 at two feet below system bottom as spoken about at the site meeting last week. Ledge was encountered on the eastern portion of the system for nearly its entire length (north-south axis) to approximately half of its width (east-west axis). It appears the rock is fractured and easily removed by ripping method and is being removed in boulder sized pieces and exported off-site. Western portion of the excavation appears to be bony gravel and sand. Signs of water not visible in the excavation. Contractor plans to continue export of unsuitable materials and begin installation of sand tomorrow to bring the excavation to proposed system bottom elevation..
- C. The exposed filter fabric at Basin 2 has been backfilled with 2" minus gravel material to ensure filter fabric is not continually exposed to UV to prevent potential degradation of the fabric.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't	1	Bulldozer		Asphalt Paver		Dept. or Company	Description of Work
Foreman		Backhoe		Asphalt Reclaimer			
Laborers	1	Loader		Vib. Roller	1		
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.	1	Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram	1	Compressor			
Masons		Excavator	2	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
Roofers		Conc. Truck		Skidder		OFFICIAL VISITORS TO JOB	
Mechanical/HVAC		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck	3	Screener			
		Tri-Axle Dump Truck	2				
		Trailer Dump Truck					
Police Details: N/A						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 6:00 P.M.						Name	Time on-site
						Steven Bouley, P.E.	2:30 PM – 3:00 PM

NOTE: Please use reverse side for remarks and sketches

Project Medway Community Church	Date 7/22/2019	Report No. 14
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18008	Sheet 2 of 2

FIELD OBSERVATIONS CONTINUED

2. Schedule

- A. Contractor plans to continue installing Basin 1 this week. TT will maintain communication with contractor and will inspect the site on an as-need basis.

3. New Action Items

- A. N/A

4. Previous Open Action Items

- A. Design engineer to provide updated information regarding basin changes for the record. **TT Update: Updated information has been provided, see attached. However, we recommend the design engineer provide the mounding calculations conducted as they are not included in the submission. We have attached an email message from July 15, 2019 describing the mound generated under the system for the revised conditions.**
- B. TT recommends the PEDB require post-construction Monitoring of both basins. Monitoring should occur in a dry period a minimum 72 hours after 0.5"+ storm events to determine if basin is properly dewatering. We recommend a minimum one-year time period after final completion of the Project for this monitoring. **TT Update: This item will be discussed at the 7/23 PEDB hearing and expected to be resolved that evening.**
- C. Design engineer to provide documentation of filter fabric UV resistance. **TT Update: Contractor has backfilled the limits of Basin 2, no further action required.**

5. Materials Delivered to Site Since Last Inspection

- A. N/A

MEDWAY COMMUNITY CHURCH

9 & 11 Slocumb Place Site Improvements

Medway, MA 02053

**UNDERGROUND STORAGE UNIT No. 1
GROUNDWATER MOUNDING CALCULATIONS (REVISED)**

R-05940

TATA & HOWARD, INC.
Consulting Engineers
Marlborough, Massachusetts

JULY 2019


BY: MSB DATE: 7/15/2019 JOB No.: 5328

CHKD BY: SJL DATE: 7/15/2019 SHEET 1 OF 2

SUBJECT: Parking Improvements Stormwater Management Analysis - Hantush (1967) Groundwater Mounding Calculator Data

LOCATION: Medway Community Church, Medway, MA

Groundwater Mound Beneath Rectangular Recharge Area

by Glenn M. Duffield, President, HydroSOLVE, Inc. 

 Share

Hantush (1967) presented the following equations for predicting the maximum height of the [water table](#) beneath a rectangular recharge area:

$$h_m^2 - h_i^2 = Z_m(t) = (2w/K)vtS^*(0.5A/(4vt)^{1/2}, 0.5B/(4vt)^{1/2}) \dots (1)$$

$$v = K\bar{b}/\varepsilon \dots (2)$$

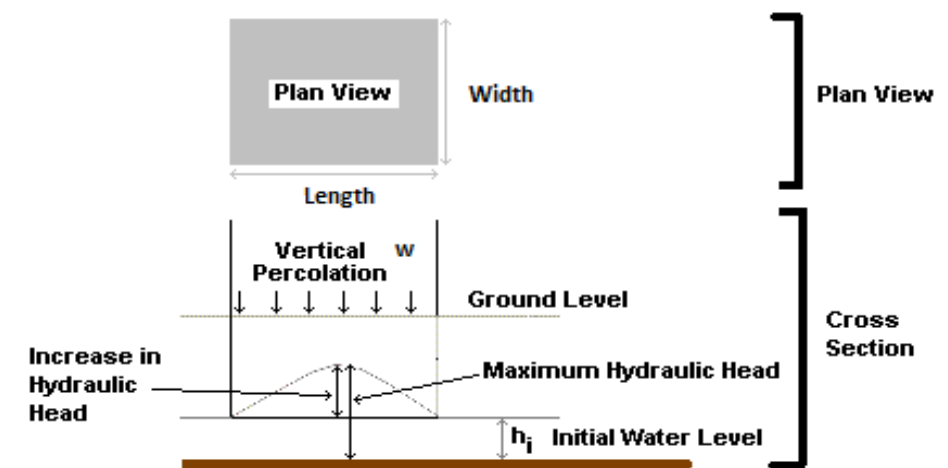
$$\bar{b} = 0.5[h_i(0) + h(t)] \dots (3)$$

where h_m is maximum height of mound above aquifer base (i.e., maximum saturated thickness of aquifer beneath recharge area); h_i is initial height of water table above aquifer base (i.e., initial saturated thickness of aquifer); K and ε are [hydraulic conductivity](#) and [storativity](#) ([specific yield](#)) of aquifer, respectively; w is constant rate of percolation from rectangular recharge area of length A and width B ; \bar{b} is a constant of linearization; and the function S^* is an integral expression (see [Hantush 1967](#)). The aquifer is unconfined and assumed to have infinite extent.

If infiltration ends at time $t=t_0$, Hantush (1967) applied the principle of superposition to compute the decay of the mound as follows:

$$h_m^2 - h_i^2 = Z_m(t) - Z_m(t-t_0) \dots (4)$$

Equation (1) is nonlinear owing to the definition of \bar{b} in Equation (3); however, the solution is readily obtained by successive approximation.



Source: Hantush, M.S.(1967). Growth and Decay of Groundwater-Mounds in Response to Uniform Percolation, Water Resources Research vol. 3, no. 1, pp 227-234.

Description and source of Input parameters used in the mounding calculations:

Recharge Rate, RR:

Volume of water infiltrated by each BMP for the 100-Yr Storm (denoted as "Discarded Volume" in the HydroCAD Analysis Output: Appendix A) divided by the surface area of the underground storage unit.

Duration of Application: T

The duration is 1 day to match the 100-yr, 24-hour rainfall event.

Specific Yield, Sy

The soil type identified during on-site investigation is Sand. A value for 30% for Sand, Coarse is selected from representative values of various geological materials shown on Appendix B.

Hydraulic Conductivity

The hydraulic conductivity are computed based on infiltration rate obtained from on-site percolation test at Observation Hole # 4 (Appendix C).

Initial Saturated Thickness

This value represents the depth to the highest natural restrictive layer (clay or bedrock). A value of 45 feet was estimated from a Well Completion Reports from the MassDEP Search Well database. The closest well to the project site is a residential well drilled for irrigation purposes located at 4 Brandywine Road which is 1,600 ft north of our site. The well was drilled in July 2000 with a depth to bedrock of 45.0' (Refer to Appendix D for the Well Report).

Length of application area

The length of the proposed underground storage unit

Width of application area

The width of the proposed underground storage unit

BY: MSB DATE: 7/15/2019 JOB No.: 5328
CHKD BY: SJL DATE: 7/15/2019 SHEET 2 OF 2
SUBJECT: Parking Improvements Stormwater Management Analysis - Hantush (1967) Groundwater Mounding Calculator Data
LOCATION: Medway Community Church, Medway, MA

Hantush (1967) Groundwater Mounding Calculator (<https://pubs.usgs.gov/sir/2010/5102/>) Data Input

Underground Storage Unit No. 2

- 1 Percolation Rate (PR) =

2 Hydraulic Conductivity (K)
Percolation Rate (ft/day): ((60 mph/PR)x(24hr/1day))/(12in/ft) =
K = (PR/6.03)^1.18 =

3 Specific Yield: Gravelly Sand =

4 T = (per Brett Rowe & Kermit Studley, MA DEP) =

5 Initial Sat'd Thickness (h_i): (Assumed from nearby irrigation well)
h_i = Depth to Bedrock - Static water level below ground = 45-10 =

6 Length of basin, A =

7 Width of basin, B =

8 Area of Basin = Length x Width =

9 Recharge Rate
Discarded Volume =
Recharge Rate =
- 2.67 MPI

44.9 ft/day
10.7 ft/day

0.3

1 days

38.5 ft

92.58 ft 46.29
59 ft 29.5
5,462 sf

24,867 cf /day (HydroCAD)
4.55 ft/day

Findings

The results of spreadsheet solving the Hantush (1967) equation for groundwater mounding beneath the underground infiltration basin shown on the next page.

Beneath the center of basin at the end of the infiltration period, the maximum thickness of saturated zone is 40.300 feet with a maximum groundwater mounding of 1.800 ft.

Basin No. 1 Elevations

Location	Elevation (Feet)	Notes
Test Pit No. 2 Elev @ Grade	257.00	(Bedrock 45-feet below grade)
Bedrock (257.0 - 45.0)	212.00	
Ledge Refusal	250.50	(Maintain Min. 2-feet of seperation)
Initial Saturated Thickness - h _i (0)	38.50	(Ledge Refusal less Bedrock)
Bottom of Stone	252.50	
Bottom of Chambers/Inlet Invert	253.00	
Top of Chambers	255.21	
Top of Stone	255.71	

This spreadsheet will calculate the height of a groundwater mound beneath a stormwater infiltration basin. More information can be found in the U.S. Geological Survey Scientific Investigations Report 2010-5102 "Simulation of groundwater mounding beneath hypothetical stormwater infiltration basins".

The user must specify infiltration rate (R), specific yield (Sy), horizontal hydraulic conductivity (Kh), basin dimensions (x, y), duration of infiltration period (t), and the initial thickness of the saturated zone (hi(0), height of the water table if the bottom of the aquifer is the datum). For a square basin the half width equals the half length (x = y). For a rectangular basin, if the user wants the water-table changes perpendicular to the long side, specify x as the short dimension and y as the long dimension. Conversely, if the user wants the values perpendicular to the short side, specify y as the short dimension, x as the long dimension. All distances are from the center of the basin. Users can change the distances from the center of the basin at which water-table aquifer thickness are calculated.

Cells highlighted in yellow are values that can be changed by the user. Cells highlighted in red are output values based on user-specified inputs. **The user MUST click the blue "Re-Calculate Now" button each time ANY of the user-specified inputs are changed** otherwise necessary iterations to converge on the correct solution will not be done and values shown will be incorrect. Use consistent units for all input values (for example, feet and days)

Input Values		use consistent units (e.g. feet & days or inches & hours)
4.5500	R	Recharge (infiltration) rate (feet/day)
0.300	Sy	Specific yield, Sy (dimensionless, between 0 and 1)
107.00	K	Horizontal hydraulic conductivity, Kh (feet/day)*
46.290	x	1/2 length of basin (x direction, in feet)
29.500	y	1/2 width of basin (y direction, in feet)
1.000	t	duration of infiltration period (days)
38.500	hi(0)	initial thickness of saturated zone (feet)

Conversion Table	
inch/hour	feet/day
0.67	1.33
2.00	4.00
hours	days
36	1.50

In the report accompanying this spreadsheet (USGS SIR 2010-5102), vertical soil permeability (ft/d) is assumed to be one-tenth horizontal hydraulic conductivity (ft/d).

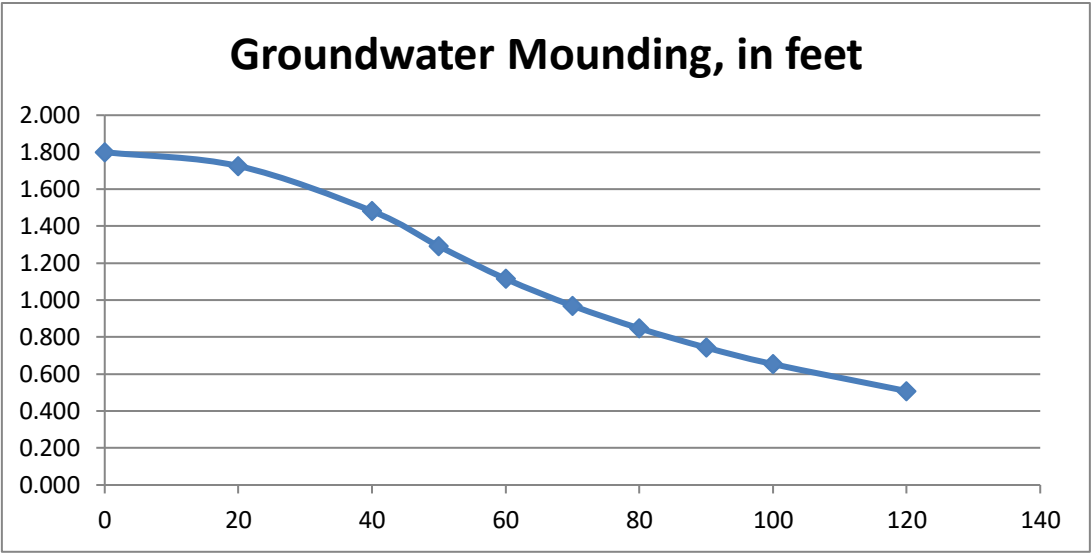
40.300	h(max)	maximum thickness of saturated zone (beneath center of basin at end of infiltration period)
1.800	Δh(max)	maximum groundwater mounding (beneath center of basin at end of infiltration period)

Ground-water Mounding, in feet	Distance from center of basin in x direction, in feet
--------------------------------	---

1.800	0
1.725	20
1.481	40
1.291	50
1.115	60
0.969	70
0.847	80
0.743	90
0.654	100
0.508	120



Re-Calculate Now



Disclaimer

This spreadsheet solving the Hantush (1967) equation for ground-water mounding beneath an infiltration basin is made available to the general public as a convenience for those wishing to replicate values documented in the USGS Scientific Investigations Report 2010-5102 "Groundwater mounding beneath hypothetical stormwater infiltration basins" or to calculate values based on user-specified site conditions. Any changes made to the spreadsheet (other than values identified as user-specified) after transmission from the USGS could have unintended, undesirable consequences. These consequences could include, but may not be limited to: erroneous output, numerical instabilities, and violations of underlying assumptions that are inherent in results presented in the accompanying USGS published report. The USGS assumes no responsibility for the consequences of any changes made to the spreadsheet. If changes are made to the spreadsheet, the user is responsible for documenting the changes and justifying the results and conclusions.

APPENDIX A

HydroCAD Analysis Output

Summary for Pond 1USC: Underground Storage Unit No. 1 - R-280HD, w/Exfiltration of 4.3 in/hr

Meadow Community Church/Parking Improvements - Underground Storage Unit No.1, R-280 HD
 w/Exfiltration of 4.3 in/hr.

Inflow Area =	39,341 sf, 79.14% Impervious,	Inflow Depth = 7.59"	for 100Yr_24Hr_Storm event
Inflow =	6.26 cfs @ 12.13 hrs,	Volume=	24,867 cf
Outflow =	0.52 cfs @ 11.57 hrs,	Volume=	24,867 cf, Atten= 92%, Lag= 0.0 min
Discarded =	0.52 cfs @ 11.57 hrs,	Volume=	24,867 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
 Peak Elev= 251.53' @ 13.34 hrs Surf.Area= 5,210 sf Storage= 9,309 cf
 Flood Elev= 257.50' Surf.Area= 5,210 sf Storage= 10,767 cf

Plug-Flow detention time= 133.8 min calculated for 24,867 cf (100% of inflow)
 Center-of-Mass det. time= 133.8 min (891.6 - 757.8)

Volume	Invert	Avail.Storage	Storage Description
#1A	249.00'	3,966 cf	89.83'W x 58.00'L x 3.21'H Field A 16,716 cf Overall - 6,800 cf Embedded = 9,916 cf x 40.0% Voids
#2A	249.50'	6,800 cf	Cultec R-280 x 160 Inside #1 Effective Size= 46.9"W x 26.0"H => 6.07 sf x 7.00'L = 42.5 cf Overall Size= 47.0"W x 26.5"H x 8.00'L with 1.00' Overlap
		10,767 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	249.00'	4.300 in/hr Exfiltration over Horizontal area Phase-In= 0.01'

Discarded OutFlow Max=0.52 cfs @ 11.57 hrs HW=249.09' (Free Discharge)
 ↑ **1=Exfiltration** (Exfiltration Controls 0.52 cfs)

Pond 1USC: Underground Storage Unit No. 1 - R-280HD, w/Exfiltration of 4.3 in/hr - Chamber Wizard File

Chamber Model = Cultec R-280

Effective Size= 46.9"W x 26.0"H => 6.07 sf x 7.00'L = 42.5 cf

Overall Size= 47.0"W x 26.5"H x 8.00'L with 1.00' Overlap

47.0" Wide + 6.0" Spacing = 53.0" C-C

8 Chambers/Row x 7.00' Long = 56.00' + 12.0" End Stone x 2 = 58.00' Base Length

20 Rows x 47.0" Wide + 6.0" Spacing x 19 + 12.0" Side Stone x 2 = 89.83' Base Width

6.0" Base + 26.5" Chamber Height + 6.0" Cover = 3.21' Field Height

160 Chambers x 42.5 cf = 6,800.4 cf Chamber Storage

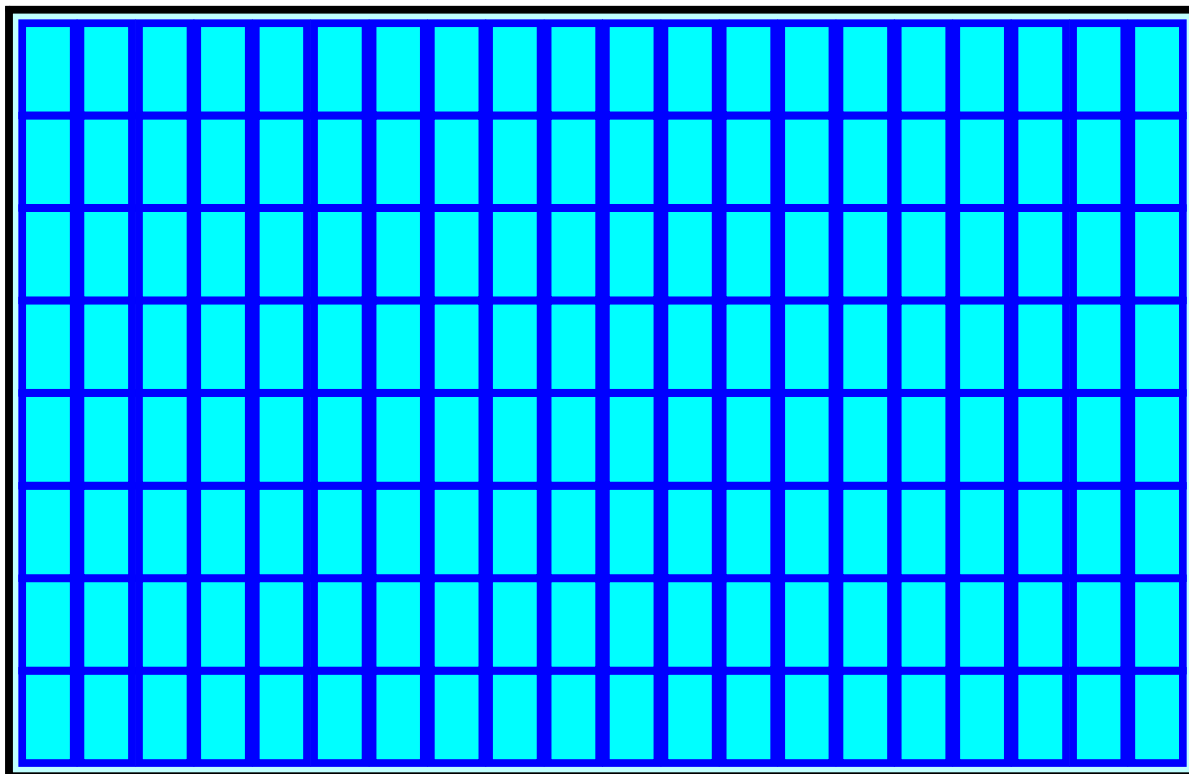
16,716.5 cf Field - 6,800.4 cf Chambers = 9,916.1 cf Stone x 40.0% Voids = 3,966.5 cf Stone Storage

Stone + Chamber Storage = 10,766.8 cf = 0.247 af

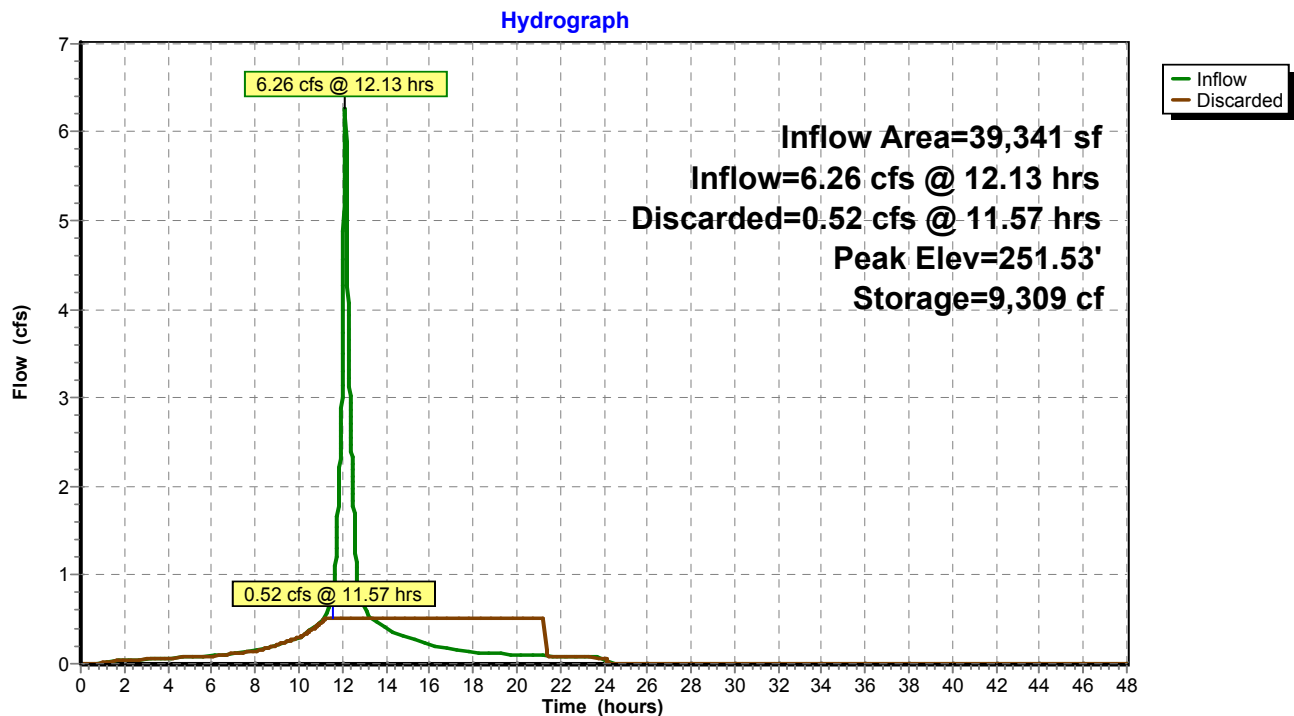
160 Chambers

619.1 cy Field

367.3 cy Stone



Pond 1USC: Underground Storage Unit No. 1 - R-280HD, w/Exfiltration of 4.3 in/hr



APPENDIX B

Representative values of various
geological materials

Specific Yield (Sy) - Representative Values

[Heath \(1983\)](#) reports the following values (in percent by volume) for porosity, specific yield and specific retention:

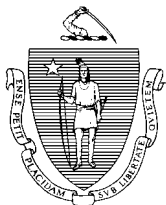
Material	Porosity (%)	Specific Yield (%)	Specific Retention (%)
Soil	55	40	15
Clay	50	2	48
Sand	25	22	3
Gravel	20	19	1
Limestone	20	18	2
Sandstone (unconsolidated)	11	6	5
Granite	0.1	0.09	0.01
Basalt (young)	11	8	3

The following table shows representative values of specific yield for various geologic materials (from [Morris and Johnson 1967](#)):

Material	Specific Yield (%)
Gravel, coarse	21
Gravel, medium	24
Gravel, fine	28
Sand, coarse	30
Sand, medium	32
Sand, fine	33
Silt	20
Clay	6
Sandstone, fine grained	21
Sandstone, medium grained	27
Limestone	14
Dune sand	38
Loess	18
Peat	44
Schist	26
Siltstone	12
Till, predominantly silt	6
Till, predominantly sand	16
Till, predominantly gravel	16
Tuff	21

APPENDIX C

Percolation Test



Commonwealth of Massachusetts
City/Town of Medway
Percolation Test
Form 12

Percolation test results must be submitted with the Soil Suitability Assessment for On-site Sewage Disposal. DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with the local Board of Health to determine the form they use.

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Site Information

Medway Community Church

Owner Name

9/11 Slocumb Place

Street Address or Lot #

Medway

City/Town

MA

State

02053

Zip Code

Matthew Barry

Contact Person (if different from Owner)

(508) 232-6228

Telephone Number

B. Test Results

	6/21/18 Date	8:49 AM Time	6/21/18 Date	10:50 AM Time
Observation Hole #	2		4	
Depth of Perc	56"-74"		51"-69"	
Start Pre-Soak	8:49 AM		10:50 AM	
End Pre-Soak	9:04 AM		11:05 AM	
Time at 12"	9:04 AM		11:05 AM	
Time at 9"	9:10 AM		11:26 AM	
Time at 6"	9:18 AM		11:53 AM	
Time (9"-6")	8 Mins.		17 Mins.	
Rate (Min./Inch)	2.67 Mins./Inch		5.67 Min./Inch	
	Test Passed: <input checked="" type="checkbox"/>		Test Passed: <input checked="" type="checkbox"/>	
	Test Failed: <input type="checkbox"/>		Test Failed: <input type="checkbox"/>	

Matthew Barry

Test Performed By:

Board of Health Witness

Comments:

For on-site stormwater disposal associated with site improvements/parking. No septic.

APPENDIX D

Soil Evaluation



Commonwealth of Massachusetts

City/Town of Medway

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

A. Facility Information

Medway Community Church

Owner Name

9/11 Slocumb Place

Street Address

Medway

City

MA

State

2B-56A

Map/Lot #

02053

Zip Code

B. Site Information

1. (Check one) ☒ New Construction ☐ Upgrade ☐ Repair
2. Soil Survey Available? ☐ Yes ☐ No If yes: Web Soil Survey 422B
Source Soil Map Unit
- Canton Fine Sandy Loam
Soil Name
- Coarse-loamy over sandy melt-out till
Geologic/Parent Material
3. Surficial Geological Report Available? ☒ Yes ☐ No If yes: 2006/USGS 1:24,000 Thin Till
Year Published/Source Publication Scale Map Unit
4. Flood Rate Insurance Map
- Above the 500-year flood boundary? ☒ Yes ☐ No Within the 100-year flood boundary? ☐ Yes ☒ No
If Yes, continue to #5.
5. Within a velocity zone? ☐ Yes ☒ No
6. Within a Mapped Wetland Area? ☐ Yes ☒ No MassGIS Wetland Data Layer: N/A
Wetland Type
7. Current Water Resource Conditions (USGS): Nov/2017 Range: ☐ Above Normal ☒ Normal ☐ Below Normal
Month/Year
8. Other references reviewed: Site No. 420545071174001 Norfolk Well Depth 18.4' 7.5 mi SE 11/28/17 6.45' (11/14/17 6.55')



Commonwealth of Massachusetts

City/Town of Medway

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (minimum of two holes required at every proposed primary and reserve disposal area)

Deep Observation Hole Number: 1 Date: 12/1/2017 Time: 8:15 AM Weather: 43 degrees, Partly Cloudy

1. Location

Ground Elevation at Surface of Hole: 255 feet Latitude/Longitude: ~N42d08' / ~W71d26'

Description of Location: Front of parcel at driveway

2. Land Use

Residential (e.g., woodland, agricultural field, vacant lot, etc.) Some stones/boulders visible rear of prop Surface Stones (e.g., cobbles, stones, boulders, etc.) 0-3 Slope (%)
Grassed lawn and trees
Vegetation Landform Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body ~1,500 feet Drainage Way - feet Wetlands 600+ feet
Property Line 10 feet Drinking Water Well - feet Other - feet

4. Parent Material: Coarse-loamy over sandy melt-out till Unsuitable Materials Present: ☐ Yes ☒ No

If Yes: ☐ Disturbed Soil ☐ Fill Material ☐ Impervious Layer(s) ☐ Weathered/Fractured Rock ☐ Bedrock

5. Groundwater Observed: ☐ Yes ☒ No If yes: - Depth Weeping from Pit - Depth Standing Water in Hole

Estimated Depth to High Groundwater: 120"+ inches - elevation



Commonwealth of Massachusetts

City/Town of Medway

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (continued)

Deep Observation Hole Number: 1

Depth (in.)	Soil Horizon/ Layer	Soil Matrix: Color- Moist (Munsell)	Redoximorphic Features			Soil Texture (USDA)	Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
			Depth	Color	Percent		Gravel	Cobbles & Stones			
2-0	Organic										
0-12	A	10YR 3/4	-	-	-	Loamy Sand	-	-	Weak Gr	Very Friable	
12-29	B	10YR 5/4	-	-	-	Sandy Loam	-	-	Weak abk	Friable	
29-120	C	2.5Y 6/1	-	-	-	Sand	-	-	Massive	Friable	

Additional Notes:



Commonwealth of Massachusetts

City/Town of Medway

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (continued)

Deep Observation Hole Number: 2 Date 12/1/2017 Time 9:15 AM Weather 43 degrees, Mostly Cloudy

1. Location

Ground Elevation at Surface of Hole: 257 feet Latitude/Longitude: ~N42d08' / ~W71d26'

2. Land Use Residential Some stones/boulders visible rear of prop 0-5
(e.g., woodland, agricultural field, vacant lot, etc.) Surface Stones (e.g., cobbles, stones, boulders, etc.) Slope (%)

Grassed lawn and trees

Vegetation

Landform

Position on Landscape (SU, SH, BS, FS,

3. Distances from: Open Water Body ~1,500 feet Drainage Way - feet Wetlands 600+ feet
Property Line 65 feet Drinking Water Well - feet Other - feet

4. Parent Material: Coarse-loamy over sandy melt-out till Unsuitable Materials Present: ☒ Yes ☐ No

If Yes: ☐ Disturbed Soil ☐ Fill Material ☐ Impervious Layer(s) ☒ Weathered/Fractured Rock ☐ Bedrock

5. Groundwater Observed: ☐ Yes ☒ No If yes: - Depth Weeping from Pit - Depth Standing Water in Hole

Estimated Depth to High Groundwater: 120"+ inches - elevation



Commonwealth of Massachusetts

City/Town of Medway

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (continued)

Deep Observation Hole Number: 2

Depth (in.)	Soil Horizon/ Layer	Soil Matrix: Color- Moist (Munsell)	Redoximorphic Features			Soil Texture (USDA)	Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
			Depth	Color	Percent		Gravel	Cobbles & Stones			
1-0	Organic										
0-8	A	10YR 3/3	-	-	-	Loamy Sand	-	-	Weak Gr	Very Friable	
8-32	B	10YR 4/6	-	-	-	Sandy Loam	-	-	Weak abk	Very Friable	
32-36	C1	2.5Y 5/4	-	-	-	Sandy Loam	-	-	weak abk	Very Friable	
36-42	C2	Fractured Rock	-	-	-	-	-	-	-	-	
42-120	C3	2.5Y 5/3	-	-	-	Sand	-	-	Massive	Friable	

Additional Notes:



Commonwealth of Massachusetts

City/Town of Medway

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

D. Determination of High Groundwater Elevation

1. Method Used:

☐ Depth observed standing water in observation hole

☐ Depth weeping from side of observation hole

☐ Depth to soil redoximorphic features (mottles)

☐ Depth to adjusted seasonal high groundwater (S_h)
(USGS methodology)

Obs. Hole #1 _____

Obs. Hole #2 _____

_____ inches

_____ inches

_____ inches

_____ inches

_____ inches

_____ inches

_____ inches

_____ inches

_____ Index Well Number

_____ Reading Date

$$S_h = S_c - [S_r \times (OW_c - OW_{max}) / OW_r]$$

Obs. Hole # _____ S_c _____ S_r _____ OW_c _____ OW_{max} _____ OW_r _____ S_h _____

Obs. Hole # _____ S_c _____ S_r _____ OW_c _____ OW_{max} _____ OW_r _____ S_h _____

E. Depth of Pervious Material

1. Depth of Naturally Occurring Pervious Material

a. Does at least four feet of naturally occurring pervious material exist in all areas observed throughout the area proposed for the soil absorption system?

☐ Yes ☐ No

b. If yes, at what depth was it observed?

Upper boundary: _____

_____ inches

Lower boundary: _____

_____ inches

c. If no, at what depth was impervious material observed?

Upper boundary: _____

_____ inches

Lower boundary: _____

_____ inches



Commonwealth of Massachusetts

City/Town of Medway

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

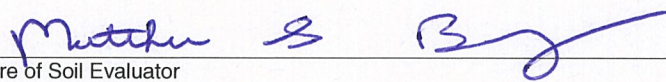
F. Board of Health Witness

Name of Board of Health Witness

Board of Health

G. Soil Evaluator Certification

I certify that I am currently approved by the Department of Environmental Protection pursuant to 310 CMR 15.017 to conduct soil evaluations and that the above analysis has been performed by me consistent with the required training, expertise and experience described in 310 CMR 15.017. I further certify that the results of my soil evaluation, as indicated in the attached Soil Evaluation Form, are accurate and in accordance with 310 CMR 15.100 through 15.107.



Signature of Soil Evaluator

Matthew S. Barry / SE13874

Typed or Printed Name of Soil Evaluator / License #

12/1/2017

Date

6/30/2021

Expiration Date of License

Note: In accordance with 310 CMR 15.018(2) this form must be submitted to the approving authority within 60 days of the date of field testing, and to the designer and the property owner with [Percolation Test Form 12](#).



Commonwealth of Massachusetts

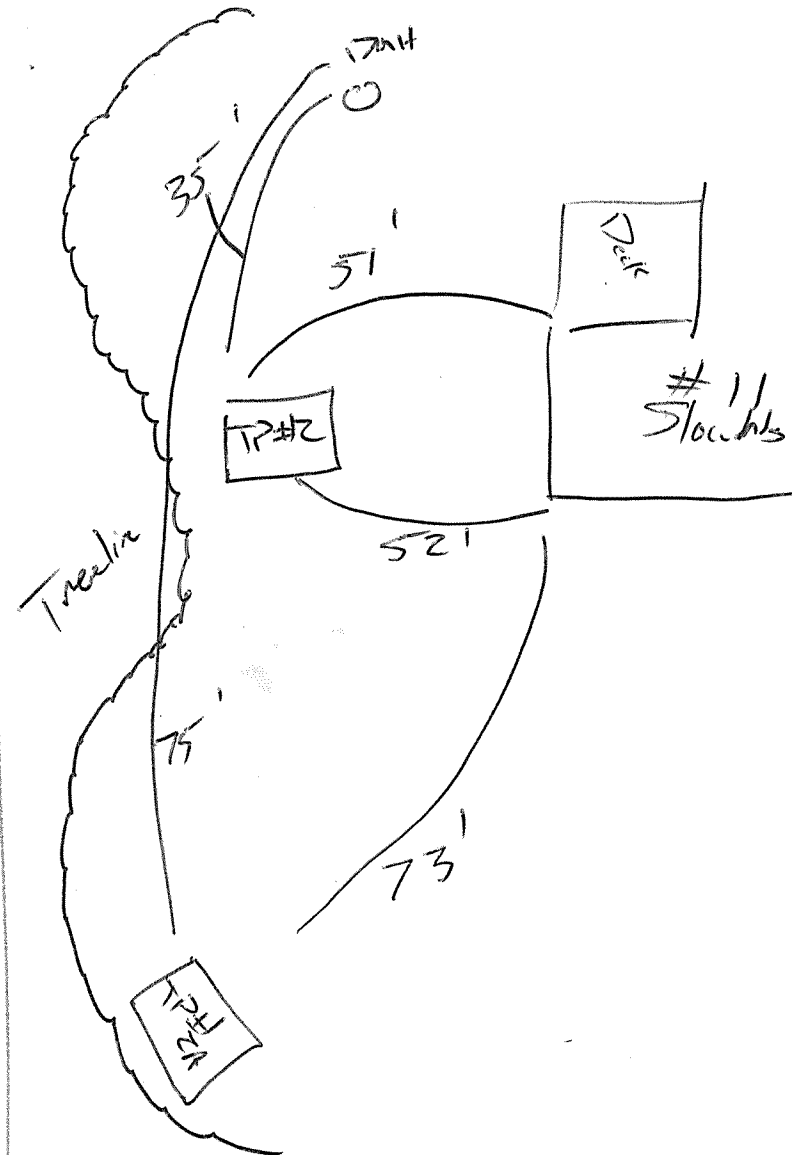
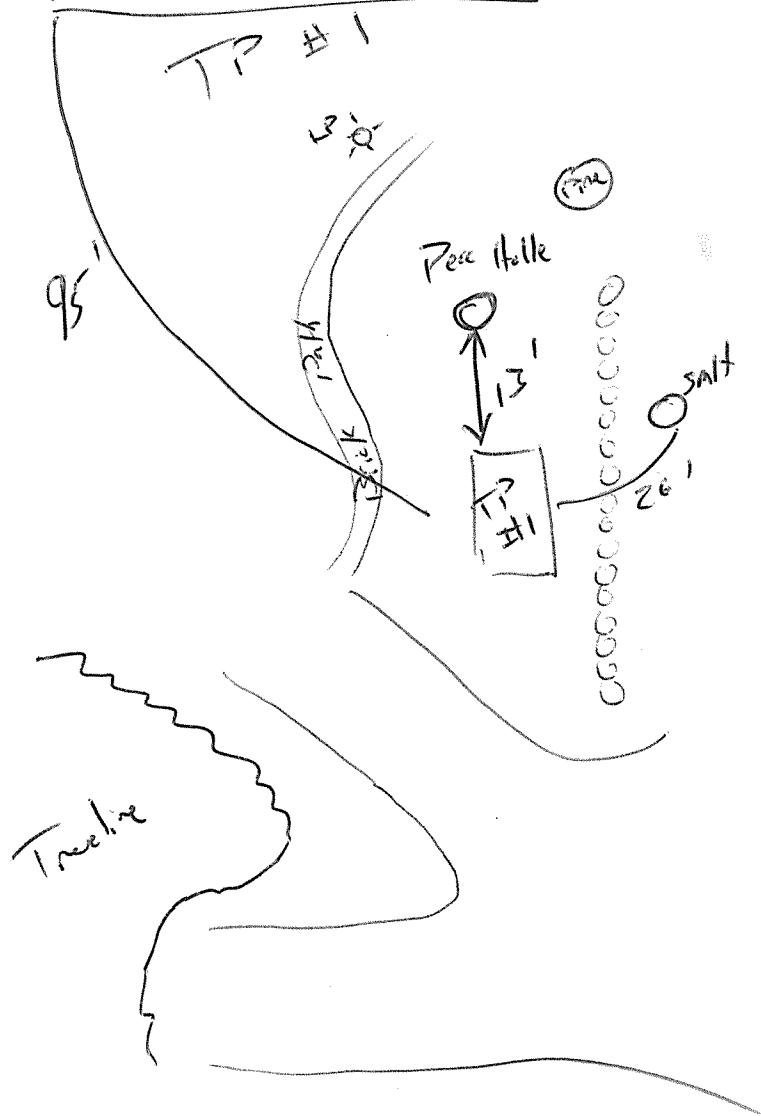
City/Town of -

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

Field Diagrams

#11 Slope 1mb

Use this sheet for field diagrams:



APPENDIX E

Wells Completion Report
From MassDEP Search Well database

MassDEP

Well Completion Report

GPS North:

Address: 4 Brandywine Road

Sub Division:

City/Town: MEDWAY

GPS West:

Assessors Map:

Assessors Lot:

Permit Number:

Date Issued:

Board Of Health Permit Obtained: Y

<u>Work Performed</u>	<u>Well Type</u>	<u>Drilling Method Overburden</u>	<u>Drilling Method Bedrock</u>
	Irrigation		

ADDITIONAL WELL INFORMATION

Developed: No

Disinfected: No

Total Well Depth: 505.00

Fracture Enhancement: No

Well Seal Type:

Depth to Bedrock: 45.00

PERMANENT PUMP (IF AVAILABLE)

Pump Description:

Type:

Nominal Pump Capacity:

Intake Depth:

Horsepower:

Comments: HYDROFRAC

<u>CASING</u>					<u>SCREEN</u>				
<u>From(ft)</u>	<u>To(ft)</u>	<u>Type</u>	<u>Thickness</u>	<u>Diameter</u>	<u>From(ft)</u>	<u>To(ft)</u>	<u>Type</u>	<u>slotsize</u>	<u>Diameter</u>
	60.00	Steel		6					

<u>WELL SEAL / FILTER PACK / ABANDONMENT MATERIAL</u>				<u>STATIC WATER LEVEL(ALL WELLS)</u>	
<u>From(ft)</u>	<u>To(ft)</u>	<u>Material Description</u>	<u>Purpose</u>	<u>Date Measured</u>	<u>Depth Below Ground Surface</u>
				07/18/2000	10.00

<u>WELL TEST DATA (ALL SECTIONS MANDATORY FOR PRODUCTION WELLS)</u>						
<u>Date</u>	<u>Method</u>	<u>Yield(GPM)</u>	<u>Time Pumped (hrs & min)</u>	<u>Pumping Level (Ft. BGS)</u>	<u>Time To Recoover (Hrs & min)</u>	<u>Recovery</u>
	Air Blow with Drill Stem	10.00	02:00:00	175	00:00:10	

<u>OVER BURDEN</u>								
<u>From(ft)</u>	<u>To(ft)</u>	<u>Lithology</u>	<u>Color</u>	<u>Comment</u>	<u>Water Zone</u>	<u>Loss / Add of Fluid</u>	<u>Drill Stem Drop</u>	<u>Drill Rate</u>

<u>BEDROCK</u>											
<u>From(ft)</u>	<u>To(ft)</u>	<u>Lithology</u>	<u>Comment</u>	<u>Water Zone</u>	<u>Drill Stem Drop</u>	<u>Extra Large</u>	<u>Drill Rate</u>	<u>Rust Stain</u>	<u>Loss / Add Of Fluid</u>	<u># of Fract Per Ft</u>	

Tetra Tech
100 Nickerson Road, Suite 200
Marlborough, MA 01752

FIELD REPORT

Project Medway Community Church	Date 7/24/2019	Report No. 15
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18009	Sheet 1 of 2
Contractor Rodenhiser Excavating, Inc. (Site Contractor)	Weather A.M. P.M. SUNNY	Temperature A.M. P.M. 75°F

FIELD OBSERVATIONS

On Wednesday, July 24, 2019, Bradley Picard, EIT and Steven Bouley, P.E. from Tetra Tech (TT) visited the project location to inspect the current condition of the site and observe construction progress. The report outlines observations made during the site visit.

1. Observations

- A. General site conditions: Site is dry and undulating and in the process of being filled to subgrade elevation. Construction entrance from Slocumb Place appears to be functioning as designed. Straw wattle is installed around the site perimeter and is in good condition.
- B. Contractor has completed installation of sand for proposed Basin 1. Contractor has installed sand two feet deep in the excavation to the proposed system bottom elevation. Contractor plans to continue export of excavated rock tomorrow. Contractor will continue the installation of proposed Basin 1, TT will maintain communication with contractor for updates on progress.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't	1	Bulldozer		Asphalt Paver		Dept. or Company	Description of Work
Foreman		Backhoe		Asphalt Reclaimer			
Laborers	1	Loader		Vib. Roller	1		
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.	1	Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram	1	Compressor			
Masons		Excavator	2	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
Roofers		Conc. Truck		Skidder		OFFICIAL VISITORS TO JOB	
Mechanical/HVAC		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck	3	Screener			
		Tri-Axle Dump Truck	2				
		Trailer Dump Truck					
Police Details: N/A						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 6:00 P.M.						Name	Time on-site
						Steven Bouley, P.E.	12:30 PM – 1:00 PM
						Bradley M. Picard, E.I.T.	4:30 P.M. – 5:00 P.M.
NOTE: Please use reverse side for remarks and sketches							

Project Medway Community Church	Date 7/24/2019	Report No. 15
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18008	Sheet 2 of 2

FIELD OBSERVATIONS CONTINUED

2. Schedule

- A. Contractor plans to continue installing Basin 1 this week. TT will maintain communication with contractor and will inspect the site on an as-need basis.

3. New Action Items

- A. N/A

4. Previous Open Action Items

- A. Design engineer to provide updated information regarding basin changes for the record. **TT Update: Mounding analysis has been provided. Item Resolved.**
- B. TT recommends the PEDB require post-construction Monitoring of both basins. Monitoring should occur in a dry period a minimum 72 hours after 0.5"+ storm events to determine if basin is properly dewatering. We recommend a minimum one-year time period after final completion of the Project for this monitoring. **TT Update: Item discussed during previous PEDB meeting, PEDB coordinator in process of finalizing language and requesting revision to operation and maintenance plan. Item resolved.**

5. Materials Delivered to Site Since Last Inspection

- A. N/A

Tetra Tech
100 Nickerson Road, Suite 200
Marlborough, MA 01752

FIELD REPORT

Project Medway Community Church	Date 7/26/2019	Report No. 16
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18009	Sheet 1 of 2
Contractor Rodenhiser Excavating, Inc. (Site Contractor)	Weather A.M. SUNNY P.M.	Temperature A.M. 75°F P.M.

FIELD OBSERVATIONS

On Friday, July 26, 2019, Bradley Picard, EIT from Tetra Tech (TT) visited the project location to inspect the current condition of the site and observe construction progress. The report outlines observations made during the site visit.

1. Observations

- A. General site conditions: Site is dry and undulating and in the process of being filled to subgrade elevation. Construction entrance from Slocumb Place appears to be functioning as designed. Straw wattle is installed around the site perimeter and is in good condition.
- B. Contractor has completed installation of Weir Manhole No. 1. Contractor has placed manhole on 12" of crushed stone and has backfilled structure up to the bottom elevation of proposed Basin 1. Contractor will begin installation of crushed stone bed for proposed Basin 1 and installing Cultec chambers as stone bed meets proposed grade. TT will maintain communication with contractor for updates on progress.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't	1	Bulldozer		Asphalt Paver		Dept. or Company	Description of Work
Foreman		Backhoe		Asphalt Reclaimer			
Laborers	1	Loader		Vib. Roller	1		
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.	1	Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram	1	Compressor			
Masons		Excavator	2	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
Roofers		Conc. Truck		Skidder		OFFICIAL VISITORS TO JOB	
Mechanical/HVAC		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck	3	Screener			
		Tri-Axle Dump Truck	2				
		Trailer Dump Truck					
Police Details: N/A						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 6:00 P.M.						Name	Time on-site
						Bradley M. Picard, E.I.T.	10:00 A.M. – 10:30 A.M.
NOTE: Please use reverse side for remarks and sketches							

Project Medway Community Church	Date 7/26/2019	Report No. 16
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18008	Sheet 2 of 2

FIELD OBSERVATIONS CONTINUED

2. Schedule

- A. Contractor plans to continue installing Basin 1 this week. TT will maintain communication with contractor and will inspect the site on an as-need basis.

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, Suite 200
Marlborough, MA 01752

FIELD REPORT

Project Medway Community Church	Date 7/31/2019	Report No. 17
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18009	Sheet 1 of 2
Contractor Rodenhiser Excavating, Inc. (Site Contractor)	Weather A.M. SUNNY P.M.	Temperature A.M. 85°F P.M.

FIELD OBSERVATIONS

On Wednesday, July 31, 2019, Bradley Picard, EIT from Tetra Tech (TT) visited the project location to inspect the current condition of the site and observe construction progress. The report outlines observations made during the site visit.

1. Observations

- A. General site conditions: Site is dry and undulating and in the process of being filled and compacted to subgrade elevation. Construction entrance from Slocumb Place appears to be functioning as designed. Straw wattle is installed around the site perimeter and is in good condition.
- B. Contractor has completed the installation of the Cultec 280HD chambers for proposed Basin 1. Contractor installed a total of 168 chambers (21 rows, 8 chambers per row), placed on a 6" bed of washed crushed stone. Filter fabric has been placed around the perimeter of the chambers with approximately 12" of overlap between sections. Inspection ports have been installed on either side of the system, as well as along the length of the separator row. Contractor is currently backfilling chambers with 6" of washed crushed stone. After completion of stone backfill, contractor will begin covering the system with filter fabric and install HDPE into Basin 1 from Weir Manhole No. 1. TT will maintain contact with contractor as Basin 1 installation nears completion.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't	1	Bulldozer	1	Asphalt Paver		Dept. or Company	Description of Work
Foreman		Backhoe		Asphalt Reclaimer			
Laborers	2	Loader		Vib. Roller	1		
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.	1	Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram		Compressor			
Masons		Excavator	2	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
Roofers		Conc. Truck		Skidder		OFFICIAL VISITORS TO JOB	
Mechanical/HVAC		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck	3	Screener			
		Tri-Axle Dump Truck	1				
		Trailer Dump Truck					
Police Details: N/A						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 6:00 P.M.						Name	Time on-site
						Bradley M. Picard, E.I.T.	9:15 A.M. – 10:00 A.M.
NOTE: Please use reverse side for remarks and sketches							

Project Medway Community Church	Date 7/31/2019	Report No. 17
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18008	Sheet 2 of 2

FIELD OBSERVATIONS CONTINUED

2. Schedule

- A. Contractor plans to continue installing Basin 1 this week. TT will maintain communication with contractor and will inspect the site on an as-need basis.

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, Suite 200
Marlborough, MA 01752

FIELD REPORT

Project Medway Community Church	Date 8/1/2019	Report No. 18
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18009	Sheet 1 of 2
Contractor Rodenhiser Excavating, Inc. (Site Contractor)	Weather A.M. SUNNY P.M.	Temperature A.M. 80°F P.M.

FIELD OBSERVATIONS

On Thursday, August 1, 2019, Bradley Picard, EIT from Tetra Tech (TT) visited the project location to inspect the current condition of the site and observe construction progress. The report outlines observations made during the site visit.

1. Observations

- A. General site conditions: Site is dry and undulating and in the process of being filled and compacted to subgrade elevation. Construction entrance from Slocumb Place appears to be functioning as designed. Straw wattle is installed around the site perimeter and is in good condition.
- B. Contractor has installed overflow bypass piping from Weir Manhole No. 1 into proposed Basin 1. Spaces between pipes and manhole have been sealed using PLUG fast setting hydraulic cement.
- C. Catch Basin 1-4 and Manhole 1-2 have been installed. Structures have been placed on 12 inches of crushed stone and backfilled to existing subgrade elevations. HDPE pipe is currently being installed from Catch Basin 1-4 to Manhole 1-2, and from Manhole 1-2 to Manhole 1-1. Pipes are bedded and backfilled with crushed stone. Contractor plans to install the remaining structures next week.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't	1	Bulldozer	1	Asphalt Paver		Dept. or Company	Description of Work
Foreman		Backhoe		Asphalt Reclaimer			
Laborers	2	Loader		Vib. Roller	1		
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.	1	Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram		Compressor			
Masons		Excavator	2	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
Roofers		Conc. Truck		Skidder		OFFICIAL VISITORS TO JOB	
Mechanical/HVAC		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck	3	Screener			
		Tri-Axle Dump Truck	1				
		Trailer Dump Truck					
Police Details: N/A						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 6:00 P.M.						Name	Time on-site
						Bradley M. Picard, E.I.T.	10:15 A.M. – 11:00 A.M.
NOTE: Please use reverse side for remarks and sketches							

Project Medway Community Church	Date 8/1/2019	Report No. 18
Location 9 & 11 Slocumb Place, Medway, MA	Project No. 143-21583-18008	Sheet 2 of 2

FIELD OBSERVATIONS CONTINUED

2. Schedule

- A. Contractor plans to continue installing Basin 1 and drainage structures throughout next week. TT will maintain communication with contractor and will inspect the site on an as-need basis.

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, Suite 200
Marlborough, MA 01752

FIELD REPORT

Project Salmon Health and Retirement Community (The Willows)	Date 7/25/2019	Report No. 18
Location Village Street, Medway, MA	Project No. 143-21583-15011	Sheet 1 of 2
Contractor Rubicon Builders (General Contractor) Marois Brothers, Inc. (Site Contractor)	Weather A.M. SUNNY P.M.	Temperature A.M. 80°F P.M.

FIELD OBSERVATIONS

On Thursday, July 25, 2019, Bradley M. Picard, E.I.T. from Tetra Tech (TT) visited the project location to inspect the current condition of the site and monitor construction progress. The following report outlines observations made during the site visit.

1. Observations

- A. General site conditions: The western portion of the site along Willow Pond Circle and the eastern portion of the site along Waterside Run are generally dry. The main open portion of the site is soft in some areas due to the recent heavy rain events. The contractor is continuing the installation of processed gravel fill throughout the main open portion of the site and watering all gravel with water truck during installation to keep dust levels down. Construction entrances (Waterside Run and Willow Pond Circle) from Village Street are stabilized with crushed stone and rip-rap material and appear to be functioning as designed. Silt fence barrier (SFB) and filter socks appear to be in good condition throughout the site. Stockpiled soil and several disturbed areas on the site are stabilized with vegetative cover.
- B. Contractor has installed DMH-38 and DMH-18A on Willow Pond Circle. Structures have been backfilled with processed gravel present in this area of the site, no piping has been installed. Lane SK180 chambers have been delivered to the site, TT will coordinate with contractor for inspections of excavation and system assembly.
- C. Contractor continues to install E/T/C vaults throughout the main open portion of the site. Manholes have been backfilled to existing road elevations, stockpiles of PVC conduit are present on Waterside Run. Inspections of E/T/C infrastructure to be conducted by Eversource.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't	1	Bulldozer	2	Asphalt Paver		Dept. or Company	Description of Work
Foreman	2	Backhoe		Asphalt Reclaimer			
Laborers	5+	Loader	1	Vib. Roller	1		
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.	3+	Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram		Compressor			
Masons		Excavator	3	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
		Conc. Truck		Skidder		OFFICIAL VISITORS TO JOB	
		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck	5+	Water Truck	1		
		Tri-Axle Dump Truck	30+				
		Trailer Dump Truck					
		Art. Dump Truck					
Police Details: N/A						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 3:30 P.M.						Name	Time on-site
						Bradley M. Picard, EIT	9:45 A.M. – 11:15 P.M.

NOTE: Please use reverse side for remarks and sketches

Project	Date	Report No.
Salmon Health and Retirement Community	7/25/2019	18
Location	Project No.	Sheet 2 of
Village Street, Medway, MA	143-21583-15011	2

FIELD OBSERVATIONS CONTINUED

- D. Installation of proposed sewer main along Willow Pond Circle is ongoing, contractor has installed manholes on the west side of the site from SMH-26 up to SMH-23. SMH-20 on Lilac Path has also been installed. Contractor is bedding and backfilling sewer lines with drainage stone. Medway DPS conducting sewer main inspections.
- E. Retaining wall construction continues from approximate STA 24+40 (Willow Pond Circle) towards the proposed parking area at the southern portion of the site. Construction of retaining wall along Willow Pond Circle from approximate STA 14+75 to approximate STA 15+90 on Waterside Run is ongoing. Retaining walls to be backfilled with crushed stone to approximately 12" below proposed surface elevation, then backfilled with fill to be flush with cap. Geogrid/Geosynthetic reinforcement and perforated drainage pipe are present in retaining walls currently under construction. Retaining walls are being constructed on 6" (minimum) granular leveling pads.
- F. Contractor continuing fill of main portion of the site along Willow Pond Circle, moving north towards the wetland crossing. Trucks have been hauling material into the site throughout the day, dumping in piles which are pushed by bulldozer and compacted with vibratory roller. Fill material is processed gravel.
- G. Contractor has cleared the area adjacent to Lilac Path. Upon inspection, bulldozer was pushing existing material to rough grade the area.

2. Schedule

- A. Contractor plans to continue filling of site to achieve proposed grades to begin installation of proposed campus building.
- B. TT will maintain communication with contractor and will inspect the site as construction progresses.

3. New Action Items

- A. Contractor to remove material from the bottom of Basin 1 prior to final stabilization to ensure it operates as designed.

4. Previous Open Action Items

- A. N/A

5. Materials Delivered to Site Since Last Inspection

- A. Lane SK180 Chambers
- B. HDPE pipe, various diameters.

Tetra Tech
100 Nickerson Road, Suite 200
Marlborough, MA 01752

FIELD REPORT

Project Salmon Health and Retirement Community (The Willows)	Date 8/1/2019	Report No. 19
Location Village Street, Medway, MA	Project No. 143-21583-15011	Sheet 1 of 2
Contractor Rubicon Builders (General Contractor) Marois Brothers, Inc. (Site Contractor)	Weather A.M. SUNNY P.M. SUNNY	Temperature A.M. 80°F P.M. 85°F

FIELD OBSERVATIONS

On Thursday, August 1, 2019, Bradley M. Picard, E.I.T. from Tetra Tech (TT) visited the project location to inspect the current condition of the site and monitor construction progress. The following report outlines observations made during the site visit.

1. Observations

- A. General site conditions: The western portion of the site along Willow Pond Circle and the eastern portion of the site along Waterside Run are generally dry. The main open portion of the site is soft in some areas due to the recent heavy rain events. The contractor is continuing the installation of processed gravel fill throughout the main open portion of the site and watering all gravel with water truck during installation to keep dust levels down. Construction entrances (Waterside Run and Willow Pond Circle) from Village Street are stabilized with crushed stone and rip-rap material and appear to be functioning as designed. Silt fence barrier (SFB) and filter socks appear to be in good condition throughout the site. Stockpiled soil and several disturbed areas on the site are stabilized with vegetative cover.
- B. Contractor has started construction of OCS-1. Upon inspection, Contractor was installing valve for emergency drawdown device.
- C. Contractor has installed CB-40, CB-41, CB-31, CB-32, DMH-30, CB-30, DMH-28, DMH-27, CB-27, and CB-28 on Willow Pond Circle. Structures have been backfilled with processed gravel present in this area of the site. Pipe installation has begun at DMH-27, and installation continues towards DMH-28. Pipe is bedded with gravel borrow.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't	1	Bulldozer	2	Asphalt Paver		Dept. or Company	Description of Work
Foreman	2	Backhoe		Asphalt Reclaimer			
Laborers	5+	Loader	1	Vib. Roller	1		
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.	3+	Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram		Compressor			
Masons		Excavator	3	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
		Conc. Truck		Skidder		OFFICIAL VISITORS TO JOB	
		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck	5+	Water Truck	1		
		Tri-Axle Dump Truck	30+				
		Trailer Dump Truck					
		Art. Dump Truck					
Police Details: N/A						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 3:30 P.M.						Name	Time on-site
						Bradley M. Picard, EIT	11:00 A.M. – 12:30 P.M.

NOTE: Please use reverse side for remarks and sketches

Project Salmon Health and Retirement Community	Date 8/1/2019	Report No. 19
Location Village Street, Medway, MA	Project No. 143-21583-15011	Sheet 2 of 2

FIELD OBSERVATIONS CONTINUED

- D. Contractor continues to install E/T/C vaults throughout the main open portion of the site. Manholes have been backfilled to existing road elevations, stockpiles of PVC conduit are present on Waterside Run. Inspections of E/T/C infrastructure to be conducted by Eversource.
- E. Installation of proposed sewer main along Willow Pond Circle is ongoing, contractor has installed manholes on from SMH-7 to SMH-9. SMH-21 and SMH-22 on Lilac Path has also been installed. SMH-28 has been installed on Walnut Grove. Contractor is bedding and backfilling sewer lines with drainage stone. Medway DPS conducting sewer main inspections.
- F. Retaining wall construction continues on the southwest portion of the site towards the proposed parking area at the southern portion of the site. Construction of retaining wall along Willow Pond Circle from approximate STA 14+75 to approximate STA 15+90 on Waterside Run is ongoing. Retaining walls to be backfilled with crushed stone to approximately 12" below proposed surface elevation, then backfilled with fill to be flush with cap. Geogrid/Geosynthetic reinforcement and perforated drainage pipe are present in retaining walls currently under construction. Retaining walls are being constructed on 6" (minimum) granular leveling pads.
- G. Contractor continuing fill of main portion of the site along Willow Pond Circle, moving north towards the wetland crossing. Trucks have been hauling material into the site throughout the day, dumping in piles which are pushed by bulldozer and compacted with vibratory roller. Fill material is processed gravel.

2. Schedule

- A. Contractor plans to continue filling of site to achieve proposed grades to begin installation of proposed campus building.
- B. TT will maintain communication with contractor and will inspect the site as construction progresses.

3. New Action Items

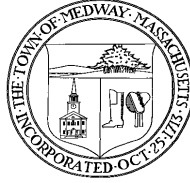
- A. N/A

4. Previous Open Action Items

- A. Contractor to remove material from the bottom of Basin 1 prior to final stabilization to ensure it operates as designed.

5. Materials Delivered to Site Since Last Inspection

- A. Lane SK180 Chambers
- B. HDPE pipe, various diameters.



August 13, 2019

**Medway Planning & Economic Development Board
Meeting**

**Public Hearing Continuation – Proposed
Amendments to Site Plan Rules and
Regulations**

- Public Hearing Continuation Notice
- Revised DRAFT Site Plan Rules and Regs dated August 9, 2019



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

MEMORANDUM

July 31, 2019

TO: Maryjane White, Town Clerk
Town of Medway Departments, Boards and Committees

FROM: Susy Affleck-Childs, Planning & Economic Development Coordinator

RE: ***Public Hearing Continuation – Proposed Amendments to the Medway Site Plan Rules and Regulations***
CONTINUATION DATE – Tuesday, August 13, 2019 at 7:45 p.m.
LOCATION – Medway Town Hall, 155 Village Street

At its meeting on July 30, 2019, the Planning and Economic Development Board opened the public hearing on proposed amendments to the *Medway Site Plan Rules and Regulations*.

The Board discussed the draft dated June 20, 2019 and subsequently voted to continue the public hearing to Tuesday, August 13, 2019 at 7:45 p.m. The continued public hearing will occur during the regular meeting of the Planning and Economic Development Board to be held in Sanford Hall at Medway Town Hall, 155 Village Street.

The June 20, 2019 draft of the proposed amendments may be reviewed at:
https://www.townofmedway.org/sites/medwayma/files/uploads/draft_site_plan_regs_6-20-19_edits.pdf. This draft will be revised in the coming week.

Please contact me if you have any questions.

REVISED DRAFT
August 9, 2019

TOWN OF MEDWAY

Planning & Economic Development Board Rules and Regulations

Chapter 200 - Site Plans

Rules & Regulations for Submission, Review and Approval of Site Plans

*Approved and Adopted by the Medway Planning Board
April 14, 1998*

Amended: April 28, 2000

Amended: March 13, 2001

Amended: November 1, 2001

Amended: July 9, 2002

Amended: December 3, 2002

Amended: _____

Medway Planning and Economic Development Board

Andy Rodenhiser, Chairman

Robert K. Tucker, Vice-Chairman

Thomas A. Gay, Clerk

Richard Di Iulio

Matthew J. Hayes, P.E.

**Medway Planning and Economic Development Board
Site Plan Rules and Regulations**

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TOWN OF MEDWAY

Planning and Economic Development Board

Rules and Regulations

Chapter 200 - Site Plans

Rules & Regulations for Submission, Review and Approval of Site Plans

ARTICLE I AUTHORITY

s. 201 – 1 Adoption - The Planning and Economic Development Board of the Town of Medway hereby adopts these *Rules and Regulations* to govern the submission, review, approval and modification of site plans pursuant to Section 3.5.5 of the *Zoning Bylaw*.

ARTICLE II GENERAL PROVISIONS

s. 202 – 1 Purpose – These *Rules and Regulations* provide for the uniform procedural and substantive requirements of Section 3.5 Site Plan Review of the *Zoning Bylaw*. Their purpose is to guide Applicants, Town officials and boards, and others involved in the preparation, processing and review of site plans and the issuance of site plan approval and modifications thereto. These *Rules and Regulations* address the process for submission, review and processing of site plan applications including the delegation of administrative review to the Board's designee for review of small-scale projects; site development standards; review and approval criteria; issuance of site plan approvals; project conditions, limitations, safeguards and mitigation measures; procedures for modifying approved site plans; and decisions and fees.

s. 203 - 2 Scope of Site Plan Review –The *Zoning Bylaw* provides for three levels of Site Plan Review: Major Site Plan Review, Minor Site Plan Review, and Administrative Site Plan Review. See Section 3.5.3 of the *Zoning Bylaw* for applicability.

s. 202 - 3 Requirement for Site Plan Review – No building permit shall be issued for any use, site, or building alteration, or other improvement subject to Section 3.5 of the *Zoning Bylaw* unless an application for Site Plan Review has been prepared in accordance with the requirements of these *Rules and Regulations*, and unless such application has been approved by the Planning and Economic Development Board or its administrative designee in the case of projects subject to Administrative Site Plan Review.

s. 202 – 4 Definitions – Terms used in these *Rules and Regulations* shall have the meanings as set forth in the *Medway Zoning Bylaw* and G.L. c. 40A. Additional terms are defined below:

Agent: Individual(s) authorized by the Board to review plans and/or observe and inspect construction

Alteration of Existing Parking Area: Includes installation, removal or relocation of any curbing, traffic channelization island, driveway, travel lanes, storm drainage, lighting, landscaping or similar facilities, but does not include resurfacing, striping or restriping pavement markings on existing parking or storage areas.

Applicant: See definition in SECTION II Definitions of this *Zoning Bylaw*.

Board: The Planning and Economic Development Board of the Town of Medway.

Design Review Guidelines: A written document produced by the Design Review Committee and adopted by the Medway Planning and Economic Development Board.

Developer: The individual or organization which will carry out the approved and endorsed site plan.

Rules and Regulations: Medway Planning and Economic Development Board *Rules and Regulations for Submission, Review and Approval of Site Plans*.

Team: Administrative Site Plan Review Team established by the Town Administrator and the Board.

s. 202 – 5 *Waivers of Site Plan Rules and Regulations*

A. The Board and the Administrative Site Plan Review Team **may** authorize waivers from strict compliance with these *Rules and Regulations* if it determines that:

- 1) the Rule or Regulation requested to be waived does not apply to the particular site or situation under review; or
- 2) that a waiver would permit a superior design; or
- 3) that a waiver would allow construction which will have no significant detriment to the achievement of any of the purposes of Site Plan Review and approval as set forth herein; or
- 4) that a waiver is in the best interests of the Town; or
- 5) that a waiver is consistent with the purpose and intent of the *Zoning Bylaw* and these *Rules and Regulations*.

B. Waivers **may** be requested from the Application Procedures and Requirements and the Development Standards. The Applicant for Site Plan Review shall submit a written request for waivers from the *Rules and Regulations* at the time of application on a Waiver Request form to be provided by the Board. Supplemental Waiver Requests **may** be submitted during the course of the Site Plan Review process. If an oral request for a waiver is made during the course of the Board's review, it shall also be submitted to the Board as a written request.

s. 202 – 6 *Permit Coordination* – When a development project requires other permits from the Board such as a special permit, land disturbance permit, or a scenic road work permit, the Board's review **may** be consolidated and run concurrently.

s. **202 - 7 *Validity*** – If, in any respect, any provision of these *Rules and Regulations* in whole or in part, shall prove to be invalid for any reason, such invalidity shall only affect the part of such provisions which shall be held invalid. In all other respects these *Rules and Regulations* shall stand. In the event of a conflict between these *Rules and Regulations* and the *Zoning Bylaw*, the provisions of the *Zoning Bylaw* shall control.

ARTICLE III SITE PLAN APPLICATION PROCEDURES

s. **203 - 1 *Eligible Applicants*** - An Applicant for Site Plan Review shall be as defined in the *Zoning Bylaw*. In the case where the Applicant is a person other than the record owner of the property, the Applicant shall submit, as part of the application, a written certification executed by the record owner of the property that the application is submitted with the knowledge and consent of the record owner.

s. **203 - 2 *Pre-Application Review***

A. ***Consultation with Town Staff*** – A pre-application consultation between a prospective Applicant and the Town's Community and Economic Development staff is recommended. The purpose of any pre-application consultation is to provide the Applicant with an opportunity to discuss the design concept of the proposed development during the early stages of the design process and to avoid unnecessary technical deficiencies in the application with a view toward promoting efficiency in the forthcoming processing and review of the proposed development project. However, Town staff are not responsible for assuring the accuracy, correctness or thoroughness of any application provided for review during a pre-application consultation. Any opinion given to the Applicant by employees of the Town during a pre-application consultation is advisory only and shall not be binding on the Board or the Town

B. ***Interdepartmental Project Review***

1) Prior to filing a site plan Application with the Board, prospective Applicants for Major Site Plan Review shall, and prospective Applicants for Minor Site Plan Review **may**, request that the Director of Community and Economic Development schedule a meeting with the Applicant and the Town's interdepartmental project review team. The purpose of such meeting is for the Applicant to brief representatives of Town departments on the proposed project and to help the Applicant better understand the permitting procedures of various Town agencies. This meeting also allows Town officials to identify project issues and opportunities which **may** benefit from further municipal attention, coordination or assistance.

2) ***Scope of Town Staff Review*** - Any opinion or information given to the Applicant by employee of the Town during the Interdepartmental Meeting shall be considered advisory only and shall not be binding on the Board or the Town.

C. ***Informal Pre-Application Meeting with the Board*** – Prior to filing a site plan Application with the Board, prospective Applicants for a Major or Minor Site Plan Review **may** request an informal, pre-application meeting with the Board to review conceptual plans and discuss permitting procedures. The requested pre-application meeting shall occur during a regularly scheduled Board meeting. This meeting provides the Applicant and the Board with the opportunity to discuss the project's objectives,

preliminary conceptual plan for the site, building design, and site amenities; review the Town's site plan review process and *Rules and Regulations*; identify possible requests for waivers from these *Rules and Regulations*; clarify what submittal items are required based on the scope of the project; and develop a preliminary schedule for application submittal and plan review. Requests for a pre-application meeting with the Board shall be made through the Planning and Economic Development office. A pre-application meeting shall not serve as a substitute for any public hearing or meeting required for the development project. Any opinion or information given to the Applicant by an individual Board member or its consultants during a pre-application meeting shall be considered advisory only and shall not be binding on the Board or the Town.

s. **203 – 3 Official Receipt of Site Plan Application** –The official site plan submission date is the date the site plan application is filed with the Board or Team, and the Town Clerk and is deemed complete in accordance with s. 203-4 of these *Rules and Regulations*, whichever is later.

s. **203 - 4 Completeness Review** - The Board or its Agent may, within twenty-one days of the date of receipt of a major or minor site plan application or the Team, within five days of receipt of an administrative site plan application, reject the application upon a determination that it does not satisfy the submission requirements of these *Rules and Regulations*. The Board or its Agent, or the Team shall provide the Applicant with a written explanation as to the specific reasons for the determination of incompleteness with a citation of the specific provisions of these *Rules and Regulations* where the application is lacking. The Board or its Agent, or the Team shall provide a notice of its determination to the Town Clerk. When brought into conformity with the requirements of these *Rules and Regulations*, a site plan application previously deemed incomplete may be resubmitted for consideration by the Board or the Team without prejudice. Upon receipt of all required items, the application shall be deemed complete and filed with the Town Clerk.

s. **203 - 5 Use of Outside Consultants**

- A. The Board or the Administrative Site Plan Review Team, may determine that the assistance of outside consultants such as engineers, lawyers, planners, urban or landscape design professionals, environmental consultants or other appropriate professionals is warranted due to the size, scale, or complexity of the proposed project or its potential impact on the Town and community. It is the Board's standard practice to do so. The Board or the Administrative Site Plan Review Team may engage the services of outside consultants to assist in reviewing the application and associated project documents to ensure compliance with all relevant laws, bylaws, and regulations and to address technical, legal or other issues. The Board or Administrative Site Plan Review Team shall have full authority to select the outside consultants. If the Board or Administrative Site Plan Review Team determines that such services are required, the Applicant shall pay a *Site Plan Review Fee* as authorized in s. 209 – 1 B. of these *Rules and Regulations*.
- B. The minimum qualifications for outside consultants shall consist of either an educational degree in or related to the field at issue or three or more years of practice in the field at issue or in a related field.

- C. The Applicant **may** appeal the selection of a particular outside consultant to the Board of Selectmen. The grounds for such an appeal shall be limited to claims that the selected consultant has a conflict of interest or does not possess the minimum required qualifications. The Applicant shall identify the specific grounds which the Applicant claims constitute the conflict of interest or how the consultant does not meet the minimum required qualifications. If no decision is made by the Board of Selectmen within thirty days following the filing of an appeal, the Board's consultant selection stands.

ARTICLE IV MAJOR SITE PLAN REVIEW

s. **204 - 1** *Applicability* – See Section 3.5.3 A of the *Zoning Bylaw*.

s. **204 – 2** *Town Clerk Submittals* - The Applicant shall deliver in hand, or by registered or certified mail, the following submittals to the Town Clerk during regular business hours:

- A. The Major Site Plan Application form signed by the Applicant, property owner(s), and designated representative, if any, on a form provided by the Board.
- B. One set of the site plan (24" x 36") prepared in conformance with these *Rules and Regulations* including all items as specified in **s. 204 – 5** of these *Rules and Regulations*.

s. **204 – 3** *Planning and Economic Development Board Submittals* - The Applicant shall deliver in hand, or by registered or certified mail, the following submittals to the Board:

- A. The Major Site Plan Application form signed by the Applicant, property owner(s), and designated representative, if any, on a form provided by the Board.
- B. Two sets of the site plan (24" x 36") and one set of the site plan (11" x 17") prepared in conformance with these *Rules and Regulations* including all items as specified in **s. 204 – 5** of these *Rules and Regulations*.
- C. One written *Project Narrative* regarding the proposed development. At a minimum, the Narrative shall include the following information wherever applicable:
 - 1) current and proposed uses;
 - 2) description of proposed site improvements including paving, stormwater management, landscaping, sidewalks, refuse storage and disposal facilities, site amenities, fencing, lighting, water and sewer service, open space, etc.;
 - 3) description of proposed building construction, renovation, façade improvements, and/or demolition including the size of the proposed building(s) or additions;
 - 4) projected water and sewer demand;
 - 5) expected number of employees and/or occupants;
 - 6) proposed hours of operation;
 - 7) existing and proposed means of vehicular and pedestrian access and egress;
 - 8) number of parking spaces required and how this number was determined;

- 9) calculation of proposed lot coverage and impervious surface;
- 10) timetable for project completion;
- 11) proposed on and off-site mitigation measures;
- 12) list of other required local, state and federal permits and the status of each; and
- 13) any other information the Applicant believes will assist the Board in reviewing and understanding the site plan application.

- D. One copy of the stormwater drainage report prepared in conjunction with the Post-Construction Stormwater Management Plan. The report shall be prepared in accordance with the most current standards of the MA Department of Environmental Protection (DEP) Stormwater Management Policy and Handbook and in conformance with Medway General Bylaws, Article XXVI, Stormwater Management and Land Disturbance. The drainage calculations shall be based on the rainfall data from the National Oceanographic and Atmospheric Administration (NOAA) Atlas 14, as **may** be revised.
- E. One list of all parties in interest as defined in G.L. c. 40A, §11 within three-hundred feet of the subject site as appearing on the most recent tax records list maintained by the Assessor's office. The list shall be certified by the Board of Assessors of all applicable communities.
- F. One copy of all relevant approvals, land use permits or decisions received to date from other Town boards and committees (ZBA, Conservation Commission, Board of Health, Historical Commission, Department of Public Services, etc.) and federal or state government agencies.
- G. A written *Development Impact Statement* which shall describe the potential and anticipated impacts of the proposed development, identify all positive and adverse impacts, and propose an acceptable program to prevent, reduce or mitigate adverse impacts.

The *Development Impact Statement* shall consist of the following four elements:

- 1) *Traffic Impact Assessment*
 - a) A brief *Analysis* of existing traffic safety and capacity issues at the development site and a summary of anticipated traffic impacts as a result of the proposed development; or
 - b) A full *Traffic Impact Assessment* is required if the **project**:
 1. proposes an additional twenty or more parking spaces; and
 2. contains frontage or proposes access on a public way; and
 3. includes uses expected to generate an additional one hundred trips to or from the site on an adjacent roadway during a peak hour based on the most recent edition of the Institute of Traffic Engineers publication *Trip Generation*.

Commented [A1]: Insert language recommended by Tetra Tech.

The Board **may** require an Applicant to prepare a full *Traffic Impact Assessment* even if the project does not meet all of the above criteria, if the Board finds that such information is necessary for it to complete its review.

c) The *Traffic Impact Assessment* shall:

1. document existing traffic volumes, capacities, controls, sidewalk and road conditions, roadway geometrics, hazards and level of service on the site and streets adjacent to the site and intersections near the site including but not limited to conditions within one-quarter mile of the proposed project; and
2. describe the volume and effect of projected traffic generated by the proposed project (total and peak hour) and post project level of service (LOS); and
3. identify traffic management and structural improvements and mitigation measures, both on and off the site, to reduce any adverse impacts of the proposed project on traffic. These could include demand management strategies, traffic control measures as well as capacity enhancements.

d) A *Traffic Impact Assessment* shall be prepared under the supervision of a qualified and experienced person with specific training in traffic and transportation engineering with several years of experience related to preparing traffic studies for existing or proposed development.

2) *Environmental Impact Assessment*

a) An *Environmental Impact Assessment* shall be required if the project involves one or more of the following characteristics:

1. proposes an additional thirty or more parking spaces; or
2. proposes a building footprint of fifteen thousand square feet or greater; or
3. proposes to disturb twenty thousand square feet of land or greater; or
4. proposes a project that is subject to the Town's *Stormwater and Land Disturbance Bylaw*.

b) The *Environmental Impact Assessment* shall describe the impacts of the proposed development with respect to on-site and off-site environmental quality including:

1. air and water quality;
2. surface water and groundwater;
3. flooding potential;
4. increases in impervious surfaces;
5. potential for erosion and proposed or existing control measures;
6. noise levels;
7. harmful or noxious emissions;

8. damage or threat to wetlands and flood plain;
 9. smoke;
 10. odors;
 11. vibration;
 12. waste disposal; and
 13. off-site environmental drainage impacts.
- c) If the Applicant is required to file a full Massachusetts Environmental Policy Act (MEPA) certification with the Massachusetts Department of Environmental Protection, that document **may** serve to replace the *Environmental Impact Assessment* as **may** be required herein.
- 3) *Neighborhood Impact Assessment*
- a) A *Neighborhood Impact Assessment* evaluates the impacts of the proposed development on the adjacent neighborhood.
 - b) A *Neighborhood Impact Assessment* shall identify the project's impacts to:
 1. the neighborhood's visual, architectural and historical character;
 2. the goals of existing community plans (master plan, open space plan, housing production plan, etc.) applicable to the neighborhood;
 3. the quality of life of its residents; and
 4. the expected demand for municipal services.
- 4) *Parking Impact Assessment*
- a) A *Parking Impact Assessment* is required if the proposed project includes the addition of thirty or more parking spaces.
 - b) The *Parking Impact Assessment* shall document existing parking conditions, evaluate off-site impacts of the proposed parking, and propose measures to mitigate any adverse parking impacts on the adjacent neighborhood.
 - c) The *Parking Impact Assessment* shall:
 1. identify existing off-site and on-street neighborhood parking conditions including streets likely to be affected by the development;
 2. identify the expected impact of proposed parking on the neighborhood; and
 3. propose mitigation measures including screening, creative parking lot design, use of alternative paving materials, and planting of trees for shading and buffer.
- H. A *Construction Management Plan* (CMP) which includes the proposed construction sequence, timetable, and methods for managing the construction process and minimizing the impacts of construction on public ways and to abutters. The CMP shall identify areas for parking, staging, and stockpile areas for construction materials and earth removed from or brought onto the site. Such areas shall be located as far from existing private and public ways as practicable and visually screened to the maximum extent possible from

such ways and surrounding residences or other buildings. The CMP shall note hours of construction and deliveries associated with construction.

- I. **Stormwater Pollution Prevention Plan** to manage stormwater during construction. This pertains to projects under ____ acre in size which are not subject to SWPPP requirements under the National Pollution Discharge Elimination System (NPDES) permitting program of the U.S. Environmental Protection Agency (EPA). **MORE Detail needed here. Get input from Steve B and Bridget.**
- J. **Earth Removal Calculations** of the estimated volume of soil, sod, loam, gravel, sand or other earth materials to be removed from the site which shall be prepared by and show the seal of a licensed Professional Engineer certified to practice in the Commonwealth of Massachusetts. A removal schedule shall be provided. This schedule shall state the size of the trucks or other vehicles to be used, their gross vehicle weight, the estimated number of trips per day for each removal vehicle, and the travel routes to be taken by removal vehicles and their approximate proposed hours of operation and the clearing procedures to be used.

NOTE - The extent of planned earth removal may be subject to Article IX, Removal of Earth Products of the Medway *General Bylaws*.
- K. **Earth Fill Estimates** of the volume of topsoil, borrow, rock, sod, loam, peat, humus, clay, sand, gravel and other earth materials to be brought on site which shall be prepared by and show the seal of a licensed Professional Engineer certified to practice in the Commonwealth of Massachusetts.
- L. A copy of an Order of Resource Area Delineation (ORAD) from the Medway Conservation depicting the approved wetland resource affecting the proposed project or a Determination of Applicability with a finding from the Conservation Commission that the proposed project is not within its jurisdiction.
- M. A copy of the latest recorded deed to the property(s) comprising the proposed development site to document proof of ownership, or a purchase and sale agreement.
- M. Requests for Waivers from these *Rules and Regulations* with specific reference to the applicable section(s) of these *Rules and Regulations* for which a waiver is requested, provided on the Site Plan Waiver Request form supplied by the Board.
- N. ALL APPLICATION MATERIALS (including forms, plans, reports, and attachments) SHALL ALSO BE SUBMITTED IN A SEARCHABLE ELECTRONIC FORMAT via email, on a portable electronic storage device, or to a central cloud repository on the internet. The email for such submittals is planningboard@townofmedway.org
- O. A *Major Site Plan Filing Fee* as authorized by **s. 209 – 1 A.** of these *Rules and Regulations*.
- P. A deposit toward the *Major Site Plan Review Fee* as authorized by **s. 209 – 1 B.** of these *Rules and Regulations*.

s. 204 – 4 Standards for Site Plan Preparation

- A. The site plan shall be prepared, stamped, signed and dated by qualified professionals including a Registered Professional Engineer, a Registered Land Surveyor, a Registered Architect, and/or a Registered Landscape Architect or other professional, registered in the Commonwealth of Massachusetts.
- B. The site plan shall be drawn at a scale of one inch equals forty feet or one inch equals thirty feet or one inch equals twenty feet or such other scale that has been approved in advance by the Board and that clearly and adequately represents the proposed improvements.
- C. All existing and proposed elevations shall refer to the North American Vertical Datum of 1988 (NAVD88).
- D. All site plan sheets shall be bound together in a complete set including building elevation plans.
- E. All site plan sheets shall contain a referenced north arrow, sheet number, plan dates and plan revision dates, name of project, name of plan, plan scale, legend, stamp of registered professional responsible for the content of said sheet, applicable notes, the Board's signature block, including *Decision* and plan endorsement dates, and the Town Clerk's no appeal certification.

s. **204 – 5 Site Plan Contents** – To be considered complete, a major site plan submitted pursuant to these *Rules and Regulations* shall include the information listed below. The Board may require additional information, if necessary, to complete its review.

- A. *Cover Sheet* – The cover sheet shall include the project name and address, name and address of owner, name and address of Applicant, name and address of engineer and other professional firms responsible for the plan, plan date, list of plan revision dates, project Assessor's Map and Parcel number, zoning district classification, list of requested waivers from these *Rules and Regulations*, Signature Block for Board endorsement, and a complete index of drawings.
- B. *Site Context Sheet*
 - 1) A locus plan showing the site and its boundaries in relation to all surrounding streets within two thousand feet of the perimeter of the site. The plan shall be at a maximum scale of one inch equals one thousand feet. Scenic roads shall be noted. Streets, buildings, brooks, streams, rivers, wooded areas, protected open spaces, recreation fields, landmarks and public facilities shall be shown on the locus plan with sufficient clarity to be easily discernable.
 - 2) Abutters' names and addresses with assessor's map/parcel references for properties within 300' of the development site
 - 3) Lot lines with dimensions and easement areas for the development site.
 - 4) Existing topography at two foot intervals from USGS survey maps or actual land survey of the development site.

- 5) All easements (utility, conservation and other) and rights-of-way on the development site.
- 6) Zoning district boundaries including groundwater protection district and flood plain zones on the development site.

C. *Existing Conditions Sheet(s)*

- 1) The location of all *existing man-made features and infrastructure* on the site shall be delineated including but not limited to buildings and structures, streets, bridges, utility poles, utilities and underground infrastructure including water, gas, electric, cable, and telephone, fire hydrants and fire alarm boxes, wells, septic systems, sanitary sewers, utility easements and other property encumbrances, sidewalks, driveways, trails, farm roads, stone walls, fences, monuments, historic markers, milestones, wells, and stormwater drainage infrastructure including basins, sub-surface systems, leaching galleys, swales and other methods to dispose of stormwater; refuse and solid waste storage and disposal facilities, and all entrances and exits on the site and within one hundred feet of the site.
- 2) Location and delineation of all *existing natural features* of the development site including but not limited to ledge or rock outcroppings, cliffs, sinkholes, ditches, all wetland resources as defined by the Wetlands Protection Act and Article 21 of the Medway General Bylaw including their associated buffers per state and local laws, and natural drainage courses and swales.
- 3) An *Existing Landscape Inventory* including a “mapped” overview of existing landscape features and structures including the specific identification of existing trees with a diameter of eighteen inches or greater at four feet above grade and any trees that will be beneficial for screening, all in order to determine their value for preservation.
- 4) Locations of all historically significant sites or structures on the site including but not limited to barns, other buildings, cellar holes, stone walls, earthworks, graves, any structure over fifty years of age, and any property listed on the National Register of Historic Places or included in a National Register Historic District or recognized by the Massachusetts Historical Commission

D. *Site Plan Information Sheets* – NOTE, site plan information sheets may be combined.

- 1) Location and dimensions of proposed buildings and structures including building setbacks from front, side and rear lot lines.
- 2) *Site Grading* - Topography showing proposed grading contours at two foot intervals, limit of work (area of disturbance), and limit of clearing.
- 2) *Parking Plan* - Location and dimensions of proposed parking, including lot line setbacks, loading and unloading areas with traffic patterns, access lanes and curb radii. The Parking Plan shall be in conformance with the provisions of Section 7.1.1 of the *Zoning Bylaw*.

- 3) *Site Improvements* - Location and dimensions of proposed improvements and site amenities including but not limited to travel ways, roads, driveways, maneuvering spaces and aisles, fire lanes, parking areas, loading and unloading areas, utility boxes, curbs, curb cuts, wheel stops, bollards, bumpers, decorative and retaining walls, fences, outdoor lighting, open space areas, recreational areas, pedestrian areas, service entries, snow storage areas, facilities for waste disposal and storage, sidewalks, pedestrian and bike pathways with cross sections, design and materials details and dimensions, and easements.

- 5) *Erosion and Sediment Control Plan* – Erosion control measures shall be specified including sedimentation barriers, construction entrances, stabilizing materials to be used on site during and after construction, and temporary blocking of entrances when construction is not active. The *Erosion and Sediment Control Plan* shall be as specified in Section 26.7 of *Medway General Bylaws*, ARTICLE XXVI, Stormwater Management and Land Disturbance.

NOTE – If the proposed development also needs to file a Notice of Intent with the Medway Conservation Commission for an Order of Conditions, the Erosion and Sediment Control Plan shall be submitted to and be reviewed and acted on by the Conservation Commission and not to the Board as specified in ARTICLE XXVI, Stormwater Management and Land Disturbance of the *Medway General Bylaws*.

- 7) *Post-Construction Stormwater Management Plan* - The plan and the associated Long Term Operations and Management Plan shall comply with the requirements of Section 26.8 of *Medway General Bylaws*, ARTICLE XXVI, Stormwater Management and Land Disturbance; the Massachusetts DEP Stormwater Management Standards, and EPA's National Pollutant Discharge Elimination System (NPDES) requirements if applicable.

NOTE - If the proposed development also needs to file a Notice of Intent with the Medway Conservation Commission for an Order of Conditions, the above noted *Post Construction Stormwater Management Plan* shall be submitted to and be reviewed and acted on by the Conservation Commission and not the Board as specified in ARTICLE XXVI, Stormwater Management and Land Disturbance of the *Medway General Bylaws*.

- 8) *Site Utilities Plan* – All proposed utilities, mechanisms, materials and layouts for refuse and trash disposal systems, water, electricity, gas, cable, fire hydrants, and telephone service, sewage disposal and methods of solid waste storage and disposal.

- 9) *Landscape Plan*

- a) A *Landscape Plan* shall be prepared by a Registered Professional Landscape Architect licensed to practice in the Commonwealth of Massachusetts or a Massachusetts Certified Landscape Professional.
- b) The *Landscape Plan* shall be prepared as an overlay of the existing conditions sheets and shall incorporate, whenever possible, the significant

features of the existing site and topography to be retained, particularly existing trees with a diameter of eighteen inches or greater at four feet above grade.

- c) The *Landscape Plan* shall indicate the areas of proposed excavation; any woodlands, trees or other existing features or structures to be retained; all new plantings by common and Latin name including their proposed locations and sizes at the time of installation. Plan graphics for tree canopies shall reflect, as closely as possible, the actual canopy dimension of proposed tree plantings at the time of installation with a screened graphic used to represent expected tree canopy at maturity.
 - d) The *Landscape Plan* shall specify a suitable maintenance program to ensure the viability and longevity of the landscape installation.
- 10) *Building Elevations and Architectural Plan* with dimensions and details of façade designs of each building from all directions including specifications on building style, architectural features, materials, and colors including awnings.
 - 11) *Color Renderings* of the project and buildings shall be provided from at least four directions depicting proposed structures, signage, landscaping, site amenities, and common views of the completed project as viewed from a public way and adjacent properties. These may include 3D views of the site, buildings, and site improvements.
 - 12) *Building Layout or Floor Plan* with the use of all areas labeled.
 - 13) *Entry and Exit to Structures*. All means of entry and exit (main, service, emergency and mechanical) from the building including steps and ramps, designation of the primary entrance (front entrance) and loading docks and other access ways shall be shown.
 - 14) *Site Amenities Details* for benches, trash containers, dumpster enclosures, bollards, planters, fences, walls, bike racks, and any other forms of outdoor site amenities to be installed.
 - 15) *Master Signage Plan* with preliminary proposed designs, locations, materials, dimensions, and lighting for:
 - a) the proposed development sign and all business identification signage, both freestanding and attached; and
 - b) standards for tenant signs.
 - 16) *Lighting Plan* prepared in conformance with Section 7.1.2 of the *Zoning Bylaw*.
 - 17) Horizontal sight distances on the public way(s) at all entrances and exits in both directions.
 - 18) A table outlining the proposed development's conformance with the *Zoning Bylaw* requirements including lot area, continuous frontage, lot depth, lot width, front, side, and rear setbacks, building height, lot coverages, gross floor area,

open space calculations, maximum seating capacity, number of employees, and number of parking spaces including handicapped and employee spaces, and other items as appropriate for the applicable zoning district and proposed uses.

- 19) Locations of proposed fire hydrants, fire lanes and access for equipment shall be provided to the satisfaction of the Fire Department.
- 20) Information quantifying on-site generation of noise and odors, if applicable.
- 21) Any proposed off-site roadway and traffic management improvements.
- 22) Other information the Board may determine as necessary.

s. 204 – 6 Review by Town Officials

A. Within fourteen days of the official site plan submission date, the Board shall transmit the site plan to the following boards, departments and committees, inform them of the public hearing schedule, and request their review and preparation of an advisory report to assist the Board with its review.

- 1) Building Department;
- 2) Conservation Commission;
- 3) Fire Department;
- 4) Police Department;
- 5) Assessors' Office;
- 6) Board of Health;
- 7) Department of Public Works;
- 8) Design Review Committee; and
- 9) Other departments and committees as determined to be appropriate depending on the nature of the project including but not limited to the Economic Development Committee and Historical Commission.

B. Said departments, boards, and committees may, at their discretion, evaluate the site plan and submit an advisory report or recommendation to the Board. If no report is submitted to the Board within thirty days of distribution, this shall be deemed lack of opposition thereto. The advisory report may include an assessment of the project's impact on the community, the status of any meetings or actions the respective board, committee or department has already taken or is taking regarding the project, and any recommended conditions or remedial measures needed to avoid, accommodate or mitigate the expected impacts of the proposed development. All reports shall be entered into the public record during the public hearing.

C. Review by Building Department – The Building Commissioner or his designee, shall review the application and associated materials for compliance with the *Zoning Bylaw* and provide a written communication to the Board, prior to the first public hearing date, to identify any current zoning violations existing at the site which may be addressed through the site plan review process.

s. 204 – 7 Public Hearing

- A. The Board shall conduct a public hearing on the major site plan application in accordance with the provisions of G.L. c. 40A and the *Zoning Bylaw*. The public shall have the opportunity to be heard, in person, or by agent or attorney, or in writing during the hearing.
- B. *Public Notice* - The Board shall prepare the public hearing notice and post such notice in accordance with the provisions of G.L. c. 40A and the *Zoning Bylaw*. The Board shall notify all parties in interest of the time, date and location of the public hearing as provided in G.L. c. 40A, §11.
- C. *Appearance of Applicant at Public Hearing* – An Applicant **may** appear on his own behalf or be represented by a designated representative. It is the responsibility of the Applicant or the designated representative to present the site plan to the Board and public during the public hearing. Failure to appear at a public hearing could jeopardize approval of an application. In the absence of an appearance by the Applicant or designated representative, the Board **may** decide the matter using the information it has received.
- D. The Board **may** continue the public hearing to other dates as **may** be needed.
- E. *Coordination with Other Permitting Authorities* – The Board shall make every reasonable effort to coordinate its review with other Town boards, committees or officials which have jurisdiction over other permits and approvals required for the project to proceed. If requested by the Applicant, coordinated or joint public hearings **may** be conducted to the extent allowed by law, recognizing that each permitting authority is subject to specific statutory decision requirements and that all such decision periods **may** not coincide.
- F. *Additional Information*
- 1) During the course of the public hearing, the Board **may** require the Applicant to provide additional information if it finds that such information is necessary to properly act upon the application in question.
 - 2) Any items or plan revisions submitted by an Applicant in support of a previously filed application shall be submitted to the Board no less than ten business days before the date of the continued public hearing. However, in no case shall the Board allow new evidence or testimony to be admitted after the public hearing is closed.
 - 3) The Board **may** enter information into the record of the public hearing including but not limited to reports of outside consultants and comments from Town staff, boards and committees.
- G. The Board **may** keep the public hearing open during the preparation and deliberation of its *Decision*. However, the public hearing shall be closed after the Board's vote and before the *Decision* is filed with the Town Clerk.

s. 204 – 8 *Decision*

- A. *Deadline to File Decision* - Following the Board's review, the Board shall prepare and file its written site plan *Decision* with the Town Clerk within ninety calendar days from the official date of site plan application. Failure of the Board to take final action by filing its *Decision* with the Town Clerk within the prescribed time period shall be deemed constructive approval of the application. A copy of the *Decision* shall be provided to the Building Commissioner and other Town officials.
- B. *Deadline Extension* - The deadline by which the Board shall file its *Decision* may be extended upon mutual agreement of the Board and Applicant when the Applicant or its designated representative requests such an extension in writing and the Board agrees thereto. Notice of the Board's acceptance of the Applicant's request for a deadline extension shall be provided in writing by the Board to the Town Clerk.
- C. Before the Board begins its deliberations on the *Decision*, the Applicant shall provide the Board a written document specifically describing how the proposed development, as revised during the public hearing process, satisfies the site plan decision criteria established in *s. 204 – 8 F.* of these *Rules and Regulations*.
- D. *Decision Options* - The Board may approve, approve with conditions, limitations, safeguards and mitigation measures, or disapprove a site plan application in accordance with Section 3.5.4 G. of the *Zoning Bylaw*. The Board's *Decision* to disapprove a site plan shall state the reasons for such disapproval.
- E. *Voting* - An affirmative vote of a simple majority of the membership of the Board shall be sufficient for the *Decision*.
- F. *Approval Criteria Findings* – In making its *Decision*, the Board shall consider the following criteria as applicable to the particular proposal:
- 1) The proposed buildings, uses and site improvements are appropriately located on the development site in relation to the terrain and the location and scale of buildings and site features on abutting sites.
 - 2) The construction and/or renovation of buildings and site improvements and amenities are designed to reflect or be compatible with the *Medway Design Review Guidelines*.
 - 3) Building and site designs reflect the character, materials and scale of existing buildings in the vicinity as well as *Master Plan* goals for the area.
 - 4) Reasonable use is made of building location, grading and landscaping and other site features to reduce the visible intrusion of structures, parking areas, and outside facilities for the storage, handling and disposal of sewage, refuse and other solid wastes resulting from the normal operation of the establishment(s) from public views or from adjacent residential properties.
 - 5) Private drives are properly designed and constructed to serve the intended use and provide an adequate level of service in relation to the traffic to be generated by the development.

- 6) Internal circulation, queuing and egress promote traffic safety, access via minor streets servicing residential areas is minimized, and traffic backing up into the public way is avoided.
- 7) Convenient and adequate access for fire-fighting and emergency vehicles is provided to each structure and throughout the site.
- 8) Design and construction minimize, to the extent reasonably practical, the following environmental impacts:
 - a) the volume of cut and fill;
 - b) the number of trees to be removed with particular care taken with mature trees and root systems;
 - c) the visual prominence of man-made elements not necessary for safety;
 - d) the removal of existing stone walls;
 - e) the impacts on waterways and environmental resource areas;
 - f) soil erosion and pollution; and
 - g) noise.
- 9) Pedestrian ways, access driveways, loading areas and vehicular and bicycle parking facilities are properly designed for public convenience, accessibility, and safety of customers, employees and the general public.
- 10) Design and construction, to the maximum extent feasible, preserve and incorporate the visual prominence of the site's natural and historic features (i.e. hills, water bodies, wetlands, trees, tree groves, wooded areas, rock outcrops, native plants, stone walls, wildlife habitats, and other areas of aesthetic or ecological interest).
- 11) Lighting on the site complies with Section 7.1.2 of the *Zoning Bylaw*.
- 12) The proposed limit of work area is reasonable and protects sensitive environmental and/or cultural resources on the site and on adjacent parcels. The project as designed will not cause substantial or irrevocable damage to the environment, which damage could be avoided or ameliorated through an alternative development plan or mitigation measures.
- 13) The project's impact on abutting residential neighborhoods has been adequately mitigated. Adjacent and neighboring properties are protected from nuisance and harmful effects caused by noise, traffic, noxious or harmful fumes, and the glare of headlights and other light sources generated by uses on the development site.
- 14) The project is compatible with the existing and potential future development of the surrounding area and with the character of adjacent residential neighborhoods.
- 15) Off-street loading facilities and methods for unloading vehicles, goods, products, materials and equipment incidental to the normal operation of the establishment(s) to be located on the site are conveniently and safely provided while the visual intrusion thereof is appropriately screened from public view.

- 16) The project complies with the requirements of Section 26.8 of Medway *General Bylaws*, ARTICLE XXVI, Stormwater Management and Land Disturbance; the Massachusetts DEP Stormwater Management Standards, and EPA's National Pollution Discharge Elimination System requirements.
- 17) The effects and the impacts of the proposed use of land or structures on vehicular and pedestrian traffic, municipal services and utilities, roadways, parking, drainage, environmental quality, water resources, signage, lighting, and the community's character, values, amenities and appearance have been identified and evaluated and reasonable conditions, limits, safeguards and mitigation measures are established pursuant to **s. 204-8 G** of these *Rules and Regulations*.

G. *Approval Conditions, Limitations & Safeguards* - In a *Decision* to approve a site plan, the Board **may** waive provisions of these *Rules and Regulations* in accordance with **s. 202-5** of these *Rules and Regulations*. The Board **may** also require plan modifications, conditions, mitigation measures, limitations and safeguards which the Board finds are consistent with Town bylaws, regulations, and standards, which **may** include but are not limited to the following measures:

- 1) Plan revisions;
- 2) Site and building design modifications;
- 3) Controls on the location and type of access to the site;
- 4) Controls on the number, type and time that service vehicles access the site;
- 5) Provision for open space or preservation of views;
- 6) Limitations on the hours of operation;
- 7) Donation and/or dedication of land for right-of-way to provide for roadway and/or intersection widening or improvements related to the development;
- 8) Conditions to minimize off-site impacts and environmental quality during construction;
- 9) Requirements for screening parking facilities from adjoining premises or from the street by walls, fences, plantings or other devices to mitigate adverse impacts;
- 10) Conditions to mitigate adverse impacts on the neighborhood and abutters, including but not limited to adverse impacts caused by noise, dust, fumes, odors, lighting, headlight glare, hours of operation, or snow storage;
- 11) Compliance measures including but not limited to construction observation and inspection, performance guarantees, and as-built plan submittals;
- 12) *Mitigation Measures* – Pursuant to Section 3.5.4 I. of the *Zoning Bylaw*, the Board **may** require reasonable mitigation measures to offset adverse impacts of the development on the community including off-site improvements up to a maximum value of six percent of the total development cost the proposed project to improve the capacity and safety of roads, intersections, bridges, pedestrian

access, water, sewer, drainage, and other public facilities and infrastructure including traffic signals and controls, or municipal services, sufficient to service the development project. This **may** also include donation and/or dedication of land for necessary right-of-way improvements.

13. The Board **may** include specific site maintenance requirements in the *Decision* including but not limited to construction timing, management of dust, rubbish and construction debris, maintenance of erosion and siltation control measures, maintenance of stormwater management facilities, daily site clean-up, tracking of construction materials off-site, and management of construction traffic.

H. *Distribution of Notice of Site Plan Decision* - The Board will prepare and mail a Notice of site plan *Decision* to all parties in interest.

s. **204 – 9 Appeal** - Any person aggrieved by the Board's *Decision* **may** appeal to the appropriate court within twenty days of the date the *Decision* is filed with the Town Clerk, as provided in G.L. c. 40A, section 17.

s. **204 – 10 Plan Endorsement**

- A. In cases where the Board has approved or conditionally approved the proposed site plan, the Applicant, within ninety days after the Board has filed its *Decision* with the Town Clerk, shall revise and submit a final site plan reflecting all required changes, if any, to the Board for endorsement. The deadline for plan endorsement **may** be extended upon mutual agreement when the Applicant or its designated representative requests such an extension in writing and the Board agrees thereto.
- B. The Board shall not endorse a site plan until it is brought into compliance with the Board's *Decision* and the twenty day appeal period has elapsed following the filing of the Board's *Decision* with the Town Clerk and the Clerk has notified the Board that no appeal has been filed. If an appeal is properly filed, plan endorsement shall not occur until after the court's decision sustaining the Board's site plan *Decision*.
- C. If the Conservation Commission is the permitting authority for the Stormwater Management and Land Disturbance Permit required under Article XXVI of the Medway General Bylaws, the site plan presented for the Board's endorsement shall include the stormwater design as approved by the Conservation Commission. The Board will not endorse the site plan without such Conservation Commission approval.
- D. The Applicant shall provide an original of the revised site plan for endorsement by the Board.
- E. After endorsement, the Applicant shall provide two paper copies of the endorsed site plan to the Board. The Applicant shall also provide the endorsed plan in portable document format (PDF) format and in shape files compatible with MASS GIS requirements. The Board shall retain a copy of the endorsed site plan and shall distribute copies to the Town Clerk, the Building Commissioner, the Department of Public Works, the Assessor's office, and the Town's Consulting Engineer.

s. **204 – 11 Recording** – The Applicant shall record the *Decision* at the Registry of Deeds and submit evidence of such recording to the Board and the Building Commissioner. No

construction shall be allowed to begin at the subject site until such recording verification is presented.

ARTICLE V. MINOR SITE PLAN REVIEW

- s. **205 - 1** *Applicability* – See Section 3.5.3 A of the *Zoning Bylaw*.
- s. **205 – 2** *Town Clerk Submittals* - The Applicant shall deliver by hand, or by registered or certified mail the following submittals to the Town Clerk during regular business hours:
- A. The Minor Site Plan Application form signed by the Applicant, property owner(s), and designated representative, if any, on a form provided by the Board.
 - B. One set of the Site Plan prepared in conformance with these *Rules and Regulations* including all items as specified in s. 204 – 5 of these *Rules and Regulations*.
- s. **205 – 3** *Planning and Economic Development Board Submittals* - The Applicant shall deliver in hand, or by registered or certified mail the following submittals to the Board:
- A. The Minor Site Plan Application form signed by the Applicant, property owner(s), and designated representative, if any, on a form provided by the Board.
 - B. Two sets of the site plan (24” x 36”) and one set of the site plan (11” x 17”) prepared in conformance with these *Rules and Regulations* including all items as specified in s. 205 – 5 of these *Rules and Regulations*.
 - C. One written *Project Narrative* regarding the proposed development. At a minimum, the Narrative shall include the following information:
 - 1) current and proposed uses;
 - 2) description of proposed site improvements including paving, stormwater management, landscaping, sidewalks, refuse storage and disposal facilities, site amenities, fencing, lighting, water and sewer service, open space, etc.;
 - 3) description of proposed building construction, renovation, façade improvements, and/or demolition including the size of the proposed building(s) or additions;
 - 4) projected water and sewer demand;
 - 5) expected number of employees and/or occupants;
 - 6) proposed hours of operation;
 - 7) existing and proposed means of vehicular and pedestrian access and egress;
 - 8) number of parking spaces required and how this number was determined;
 - 9) calculation of proposed lot coverage and impervious surface;
 - 10) timetable for project completion;
 - 11) proposed on and off site mitigation measures;
 - 12) list of other required local, state and federal permits and the status of each; and
 - 13) any other information the Applicant believes will assist the Board in reviewing and understanding the site plan application.
 - D. A *Stormwater Drainage Evaluation* report signed and stamped by a Professional Engineer licensed in the Commonwealth of Massachusetts. This report shall:
 - 1) Describe the existing stormwater drainage patterns and system on the site; and

- 2) Identify how the proposed site improvements will impact the existing stormwater drainage patterns and system; and
- 3) Describe the location and design of proposed stormwater management measures to be used for the on-site disposal of added surface water resulting from the proposed site changes.

The Board **may** require more extensive drainage information (up to and including complete drainage system design and calculations) depending on the extent of the proposed site changes and the sensitivity of the site and its abutting properties. At the Board's discretion, it **may** require the Applicant to provide a full stormwater drainage analysis and design as specified in **s. 204-3 D.** of these *Rules and Regulations*.

- E. One list of all parties in interest as defined in G.L. c. 40A, §11 as appearing in the most recent tax records list. The list shall be certified by the Board of Assessors of all applicable communities.
- F. One copy of the latest recorded deed to the property(s) comprising the proposed development site.
- G. One copy of all relevant approvals received to date from other Town boards and committees (ZBA, Conservation Commission, Board of Health, Historical Commission, etc.) and other federal and state government agencies.
- H. Requests for waivers from these *Rules and Regulations* with specific reference to the applicable section(s) of these *Rules and Regulations* for which a waiver is requested, provided on the Site Plan Waiver Request form supplied by the Board.
- I. ALL APPLICATION MATERIALS (including forms, plans, reports, and attachments) SHALL ALSO BE SUBMITTED IN A SEARCHABLE ELECTRONIC FORMAT via email, on a portable electronic storage device, or to a central cloud repository on the web. The email for such submittals is planningboard@townofmedway.org
- J. A *Minor Site Plan Filing Fee* as authorized in **s. 209-1 A.** of these *Rules and Regulations* and as specified in the Board's *Fee and Bond Schedule*.
- K. A deposit toward the *Minor Site Plan Review Fee* as authorized in **s. 209 – 1 B.** of these *Rules and Regulations* and as specified in the Board's *Fee and Bond Schedule*.

s. 205 – 4 Standards for Site Plan Preparation – See **s. 204 – 4** of these *Rules and Regulations*.

s. 205 – 5 Site Plan Contents – To be considered complete, a minor site plan submitted pursuant to these *Rules and Regulations* shall include the information listed below. The Board **may** require additional information, if necessary, to complete its review.

- A. *Cover Sheet* - The cover sheet shall include the project name and address, name and address of owner, name and address of Applicant, name and address of engineer and other professional firms responsible for the plan, plan date, list of plan revision dates, project Assessor's Map and Parcel number, zoning district classification, list of requested waivers from these *Rules and Regulations*, Board Signature Block, and an index of drawings.

B. *Site Context Sheet*

- 1) A locus plan showing the site and its boundaries in relation to all surrounding streets within two thousand feet of the perimeter of the site. The plan shall be at a maximum scale of one inch equals one thousand feet. Scenic roads shall be noted. Streets, buildings, brooks, streams, rivers, wooded areas, protected open spaces, recreation fields, landmarks and public facilities shall be shown on the locus plan with sufficient clarity to be easily discernable.
- 2) Abutters' names and addresses with assessor's references for properties within 300' of the development site.
- 3) Lot lines with dimensions and easement areas for the development site.
- 4) Existing topography at two foot intervals from United States Geological Survey (USGS) survey maps or actual land survey of the development site.
- 5) All easements (utility, conservation and other) and rights-of-way located on the development site.
- 6) Zoning district boundaries including groundwater protection district and flood plain zones on the development site.

C. *Existing Conditions Sheet* – A plan showing all bearings and distances of property lot lines and existing structures and buildings; topography; easements; existing uses of land; freestanding signs; driveways, parking spaces and walkways; utilities; fences and walls; trash disposal facilities; impervious surfaces; significant landscape and natural features, and wetlands and other natural resources under the jurisdiction of the Medway Conservation Commission, all at a minimum scale of one inch equals one hundred feet.

D. *Plot Plan*, certified by a land surveyor, indicating total land area boundaries, angles, and dimensions of the site and a north arrow.

E. *Site plan*, at a minimum scale of one inch equals forty feet, showing the following:

- 1) Property boundaries, dimensions of the site and a north arrow;
- 2) Proposed use(s) of land and buildings;
- 3) Dimensions of proposed building(s) or other structures including height, setbacks from front, side and rear lot lines, total square footage of building area;
- 3) Design features of the construction or renovation of buildings (s) and structures, including building elevations, materials, colors, etc.;
- 4) For non-residential buildings and for non-residential uses in any building, the total square footage of building area on each floor or the total square footage occupied on a given floor by non-residential uses;
- 5) Site grading;
- 6) Locations and dimensions of any proposed easements, public or private rights-of-way, or other encumbrances;

- 7) All parking and loading areas, including surface parking lots, showing the number, location, and dimension of parking and loading spaces, driveways, travel aisles, sidewalks and the like;
- 8) Horizontal sight distances on the public way(s) at all entrances and exits in both directions;
- 9) Proposed site improvements including, but not limited to walls, fences, signs, utilities, trash disposal facilities, landscaping, utilities, lighting, utility boxes, snow storage areas, etc.;
- 10) Erosion and sediment control measures;
- 11) Stormwater management facilities as noted in **s. 205 – 3 D.** of these *Rules and Regulations*; and
- 12) A table outlining the proposal's conformance with the zoning requirements including lot area, continuous frontage, lot depth, lot width, front, side and rear setbacks, building height, lot coverages, gross floor area, open space calculations, and the number of parking spaces.

s. 205 – 6 Review by Town Officials

- A. Within fourteen days of the official site plan submission date, the Board shall transmit one copy of the site plan to the following boards, departments and committees, inform them of the public review meeting with the Board, and request their review and preparation of an advisory report to assist the Board in its review.
 - 1) Building Commissioner
 - 2) Conservation Commission
 - 3) Fire Department
 - 4) Police Department
 - 5) Assessor's Office
 - 6) Board of Health
 - 7) Department of Public Works
 - 8) Design Review Committee
 - 9) Others as determined to be appropriate depending on the nature of the project including but not limited to the Economic Development Committee and Historical Commission
- B. Said departments, boards, and committees **may**, at their discretion, evaluate the site plan and submit an advisory report or recommendation to the Board. If no report is submitted to the Board within fourteen days of distribution, this shall be deemed lack of opposition thereto. The advisory report **may** include an assessment of the project's impact on the community, the status of any meetings or actions the respective board, committee or department has already taken or is taking regarding the project, and any recommended conditions or remedial measures needed to avoid, accommodate or mitigate the expected impacts of the proposed development. All reports shall be entered into the public record during the public hearing.
- C. Review by Zoning Enforcement Officer – The Building Commissioner shall review the application and associated materials for compliance with the *Zoning Bylaw* and provide a written communication to the Board, prior to the first public hearing date, to identify

any current zoning violations existing at the site which may be addressed through the site plan review process.

s. 205 – 7 Public Review

- A. *Board Meeting* – Within thirty calendar days of the official site plan submission date, the Board shall consider the proposed Minor Site Plan Application as an agenda item at a duly posted Board meeting at which the Applicant shall present their proposed site plan and the public shall have an opportunity to be heard, in person, or by agent or attorney, or in writing. The Board may continue its review and consideration to other meetings as may be needed.
- B. *Abutter Notice* – At least fourteen days prior to the date of the public meeting, the Board shall send, by first class mail, a notice of the time, date and location of the public review meeting to all parties in interest as defined in G.L. c. 40A, §11. The notice shall include a brief description of the site plan project.
- C. *Public Review Notice* – At least fourteen days prior to the date of the public meeting, the Board shall file the public review notice with the Medway Town Clerk for official posting.

s. 205 – 8 Decision

- A. *Deadline to File Decision* – Following the Board's review, the Board shall prepare and file its *Minor Site Plan Decision* with the Town Clerk within sixty calendar days from the official date of site plan submission. Failure of the Board to take its final action by filing its *Decision* within such sixty day period shall be deemed constructive approval of said application. A copy of the *Decision* will also be provided to the Building Commissioner and other Town officials.
- B. *Deadline Extension* – See s. 204-8, B. of these *Rules and Regulations*.
- C. The Board may approve, approve with conditions, limitations, safeguards and mitigation measures or disapprove a site plan application in accordance with Section 3.5.4 G. of the *Zoning Bylaw*. The Board's *Decision* to disapprove a site plan shall state the reasons for such disapproval.
- D. *Voting* – An affirmative vote of a simple majority of the membership of the Board shall be sufficient for the site plan *Decision*.
- E. *Approval Criteria Findings* – In making its site plan *Decision*, the Board shall consider the criteria as set forth in s. 204-7 F. of these *Rules and Regulations*.
- F. *Approval Conditions, Limitations and Safeguards* – See Section 204-7, G. of these *Rules and Regulations*.

s. 205 – 9 Appeal – Any person aggrieved by the Board's *Minor Site Plan Decision* may appeal to the appropriate court within twenty days of the date the *Decision* is filed with the Town Clerk as provided in G.L., c. 40A, section 17.

s. 205 – 10 Plan Endorsement

- A. In cases where the Board has approved or conditionally approved the proposed site plan, the Applicant, within sixty days after the Board has filed its *Decision* with the Town Clerk, shall revise and submit a final site plan reflecting all required changes, if any, to the Board to review for compliance with the Board's site plan *Decision*, before the Board endorses the site plan. The deadline for plan endorsement **may** be extended upon mutual agreement when the Applicant or its designated representative requests such an extension in writing and the Board agrees thereto.
- B. The Board shall not endorse the site plan until it is brought into compliance with the provisions of the Board's *Decision* and a twenty day appeal period has elapsed following the filing of the *Decision* with the Town Clerk and the Clerk has notified the Board that no appeal has been filed. If an appeal is properly filed, plan endorsement shall not occur until after the court's decision sustaining the Board's *Decision*.
- C. The Applicant shall provide an original of the revised site plan for endorsement by the Board.
- D. The Board shall retain a copy of the endorsed site plan and shall distribute copies to the Town Clerk, the Building Commissioner, the Department of Public Works, the Assessor's office, and the Town's Consulting Engineer.

ARTICLE VI. ADMINISTRATIVE SITE PLAN REVIEW

- s. **206 - 1** *Applicability* – See Section 3.5.3 A of the *Zoning Bylaw*.
- s. **206 - 2** *Designated Agent for Administrative Site Plan Review* – Pursuant to Section 3.5.5. A. 2. of the *Zoning Bylaw*, the Town Administrator and the Board have established an *Administrative Site Plan Project Review Team* to be comprised of the following Town employees: Building Commissioner, Director of Community and Economic Development, and Planning and Economic Development Coordinator. The *Team* **may** consult with other Town employees on a case by case basis depending on the nature of the proposed site plan project.
- s. **206 - 3** *Administrative Site Plan Submittals*
 - A. Town Clerk Submittals - The Applicant shall deliver in hand, or by registered or certified mail the following submittals to the Town Clerk during regular business hours.
 - 1. Administrative Site Plan Review Application form with original signatures.
 - 2. One set of the site plan (24" x 36") prepared in conformance with these *Rules and Regulations* including all applicable items as specified in **s. 206 - 5** of these *Rules and Regulations* plus an electronic version.
 - B. Community and Economic Development Department Submittals – The Applicant shall deliver in hand, or by registered or certified mail the following submittals to the Community and Economic Development Department during regular business hours.
 - 1. Administrative Site Plan Review Application form with original signatures.
 - 2. One set of the site plan (24" x 36") and three reduced size (11" x 17") sets of the site plan prepared in conformance with these *Rules and Regulations* including all

applicable items as specified in **s. 206 – 5** of these *Rules and Regulations* plus an electronic version.

3. One written *Project Description* of the proposed development including: current and proposed uses, proposed site improvements, construction, and demolition; existing and proposed means of vehicular and pedestrian access and egress; anticipated number of employees and occupants; methods and hours of operation; and timetable for project completion. The Project Description shall include but not be limited to building construction, renovation, paving, drainage, retaining walls, landscaping, refuse storage and disposal facilities, sidewalks, handicap access, site amenities, outdoor lighting, and proposed mitigation measures.
 4. *Stormwater Drainage Evaluation* report signed and stamped by a Professional Engineer licensed in the Commonwealth of Massachusetts. This report shall:
 - a) Describe the existing stormwater drainage patterns and system on the site; and
 - b) Identify how the proposed site improvements will impact the existing stormwater drainage patterns and system; and
 - c) Describe the location and design of proposed stormwater management measures to be used for the on-site disposal of added surface water resulting from the proposed site changes.
 5. One copy of all relevant approvals received to date from other Town boards and commissions (ZBA, Conservation Commission, Board of Health, Historical Commission, etc.) and other government agencies.
 6. A list of waivers being requested by the Applicant with specific reference to the applicable section(s) of these *Rules and Regulations* for which a waiver is requested, on a form provided by the Board.
 7. ALL APPLICATION MATERIALS (including forms, plans, reports, and attachments) SHALL ALSO BE SUBMITTED IN A SEARCHABLE ELECTRONIC FORMAT via email, on a portable electronic storage device, or to a central cloud repository on the web. The email for such submittals is planningboard@townofmedway.org
 8. A *Site Plan Filing Fee* as authorized in **s. 209 - 1 A.** of these *Rules and Regulations* and as specified in the Board's *Fee Schedule*.
- C. Filing of the application and plan does not, of itself, constitute the official receipt date. The Team shall review the application for completeness and notify the Applicant of any missing items within five business days of submission. In such a case, the application will be deemed to not to have been submitted. Upon receipt of all required items, the application shall be deemed complete and filed with the Town Clerk.

s. 206 - 4 Standards for Site Plan Preparation

- A. The site plan shall be prepared, stamped, signed and dated by a qualified professional including a Registered Professional Engineer, a Registered Land Surveyor, a Registered Architect, and/or a Registered Landscape Architect or other professional, registered in the Commonwealth of Massachusetts.

- B. The site plan shall be drawn at a scale of one inch equals forty feet or one inch equals thirty feet or one inch equals twenty feet
- C. All existing and proposed elevations shall refer to the North American Vertical Datum of 1988 (NAVD88).
- D. All site plan sheets shall be bound together in a complete set including building elevation plans.
- E. All site plan sheets shall contain a referenced north arrow, sheet number, plan dates and plan revision dates, name of project, name of plan, plan scale, legend, stamp of registered professional responsible for the content of said sheet, applicable notes, signature block, including *Decision* and plan endorsement dates, and the Town Clerk's no appeal certification
- s. **206 - 5 Site Plan Contents** – In addition to information required in Sections 206-3 and 206-4, the site plan shall include:
 - A. *Existing Conditions Sheet* – A plan showing name and address of owner, name and address of Applicant, name and address of engineer and other professional firms responsible for the plan, project street address, project Assessor's Map and Parcel number, zoning district classification, all bearings and distances of property lot lines and existing structures and buildings; topography; easements; existing uses of land; freestanding signs; driveways, parking spaces and walkways; utilities; fences and walls; scenic roads; trash disposal facilities; impervious surfaces; significant landscape and natural features, and wetlands and other natural resources under the jurisdiction of the Medway Conservation Commission.
 - B. *Site plan* showing the following:
 - 1) Property boundaries, dimensions of the site
 - 2) Dimensions of proposed building(s) or other structures including height, setbacks from front, side and rear lot lines, total square footage of building area;
 - 3) Site grading;
 - 4) Locations and dimensions of any proposed easements, public or private rights-of-way, or other encumbrances;
 - 5) All parking and loading areas, including surface parking lots, showing the number, location, and dimension of parking and loading spaces, driveways, travel aisles, sidewalks and the like;
 - 6) Proposed site improvements including, but not limited to walls, fences, signs, utilities, trash disposal facilities, landscaping, utilities, lighting, utility boxes, snow storage areas, etc.;
 - 7) Erosion and sediment control measures;
 - 8) Stormwater management facilities; and
 - 9) A table outlining the proposal's conformance with the zoning requirements including lot area, continuous frontage, lot depth, lot width, front, side and rear setbacks, building height, lot coverages, gross floor area, open space calculations, and the number of parking spaces.

s. **206 - 6 Review Process** - Within fourteen calendar days of the official site plan submission date, the *Team* shall consider the administrative site plan application at a duly posted meeting at which time the Applicant **may** present its plan. The *Team* **may** consult with other Town officials and continue its review and consideration to other meetings as **may** be needed.

s. **206 - 7 Decision** - Following the *Team*'s review, the *Team* shall prepare and file its *Administrative Site Plan Decision* with the Town Clerk within twenty-one calendar days from the official date of site plan submission. Failure of the *Team* to take its final action within the twenty-one day period shall be deemed constructive approval of said application. A copy of the *Decision* shall be provided to the Applicant. The deadline by which the *Team* shall file its *Decision* **may** be extended upon mutual agreement when the Applicant or its designated representative requests such an extension in writing and the *Team* agrees thereto. Notice of the *Team*'s acceptance of the Applicant's request for a deadline extension shall be provided in writing by the *Team* to the Town Clerk.

s. **206 - 8 Appeal** - Any person aggrieved by the *Decision* of the *Administrative Site Plan Project Review Team* for a site plan project subject to Administrative Site Plan Review **may** appeal such *Decision* to the Board in writing within twenty days after the *Decision* is filed with the Town Clerk. The appeal shall be considered as an agenda item at a duly posted meeting of the Board at which the Applicant's appeal shall be heard.

s. **206 - 9 Plan Endorsement**

- A. In cases where the *Administrative Site Plan Project Review Team* approved or conditionally approved the proposed site plan, the Applicant, within sixty days after the *Decision* is filed with the Town Clerk, shall revise and submit a final site plan reflecting all required changes, if any, to the *Team* to review for compliance with the *Decision*, before the *Team* endorses the site plan.
- B. The *Team* shall not endorse the site plan until it is brought into compliance with the provisions of the *Decision* and a twenty day appeal period has elapsed following the filing of the *Decision* with the Town Clerk. If appeal is made, endorsement shall not occur until after the Board's *Decision* addressing the appeal of the *Team*'s site plan *Decision*.
- C. The Applicant shall provide an original of the revised site plan for endorsement.
- D. The *Team* shall retain a copy of the endorsed site plan and shall distribute copies to the Town Clerk, the Building Commissioner, the Department of Public Services, the Assessor's office, and the Town's Consulting Engineer.

ARTICLE VII. DEVELOPMENT STANDARDS – Development projects requiring Site Plan Review shall be designed to the greatest extent feasible to comply with the following development standards. These standards are intended to achieve well designed projects without discouraging creative and/or innovative solutions to each site's particular features and challenges. Projects which do not meet these Development Standards are required to submit Waiver Requests with the application. See s. 202-5 of these *Rules and Regulations*.

s. **207 - 1 Design Principles**

- A. Commercial/Business Zoning Districts – See *Medway Design Review Guidelines*, Section 2 - Commercial Zone Guidelines, Sub-Section B. Principles and Intentions
- B. Industrial Zoning Districts - See *Medway Design Review Guidelines*, Section 3 – Industrial Zone Guidelines, Sub-Section B. Principles and Intentions
- C. Residential Zoning Districts - See *Medway Design Review Guidelines*, Section 4 – Residential Zone Guidelines, Sub-Section B. Principles and Intentions

s. 207 – 2 Site Design

- A. Commercial/Business Zoning Districts – See *Medway Design Review Guidelines*, Section 2 - Commercial Zone Guidelines, Sub-Section C. 1. Site Composition and C. 2. Building Orientation
- B. Industrial Zoning Districts - See *Medway Design Review Guidelines*, Section 3 – Industrial Zone Guidelines, Sub-Section C. 1 Site Composition and C. 2. Building Orientation
- C. Residential Zoning Districts - See *Medway Design Review Guidelines*, Section 4 – Residential Zone Guidelines, Sub-Section C. 1 Site Composition and Building Orientation

s. 207 – 3 Architecture

- A. Commercial Zoning Districts – See *Medway Design Review Guidelines*, Section 2 - Commercial Zone Guidelines, Sub-Section D. Architectural Guidelines
- B. Industrial Zoning Districts - See *Medway Design Review Guidelines*, Section 3 – Industrial Zone Guidelines, Sub-Section D. Architectural Guidelines
- C. Residential Zoning Districts - See *Medway Design Review Guidelines*, Section 4 – Residential Zone Guidelines, Sub-Section D. Architectural Guidelines

s. 207 – 4 Energy Efficiency and Sustainability

- A. New buildings **should** be positioned on the site to take advantage of the existing terrain and solar gains. Where possible, elongate the buildings on the east/west axis, maximize north and south exposures for daylighting, minimize east and west facing windows, and orient the most populated areas of a building to the north and south. Green roofs are encouraged.

s. 207 - 5 Environmental Considerations

- A. *General* - Environmental elements relating to the prevention of soil pollution and erosion, protection of significant vistas, preservation of trees, protection of water courses and water resources, topography, soil and noise shall be reviewed. The design of the proposed development shall minimize the destruction of trees and unique natural features and the site plan shall show measures to minimize any adverse impacts on these elements.

- B. *Low Impact Development (LID)* – Applicants **should** utilize Low Impact Development (LID) management practices in site design and incorporate environmentally sensitive design in site landscape improvements and buildings when practicable.
- C. *Nuisance* - The proposed development shall not create any significant emission of light, noise, dust, fumes, odors, noxious gases, radiation, or water pollutants, or any other similar significant adverse environmental impacts without suitable mitigation measures.

s. 207 – 6 Erosion and Sediment Control

- A. Erosion and sediment control measures shall comply with ARTICLE XXVI Stormwater Management and Land Disturbance of the Medway *General Bylaws*, Section 26.7.
- B. The final slope of the land shall not exceed one foot vertical to three feet horizontal, unless retaining walls or other suitable stabilization methods as determined by the Board are provided.
- C. Permanent vegetation and other erosion control measures shall be installed as soon as possible after construction ends.
- D. All disturbed areas shall be permanently stabilized within six months of occupancy.

s. 207 – 7 Site Clearing and Grubbing – See Section 7.4 of the *Medway Subdivision Rules and Regulations*.

s. 207 – 8 Earth Filling & Grading

- A. *Prohibited materials.* Solid or hazardous waste, refuse, junk, industrial waste, volatile, explosive or flammable materials, building materials, construction and demolition debris, glass, metal, toxic, infectious, radioactive, corrosive or reactive materials or waste shall not be used as fill. Fill material shall have no concentration of oil or hazardous material, toxic substance or infectious biological material greater than federal, state or local reportable or action criteria or materially greater than pre-fill conditions prevailing in the area to be filled. Fill material shall also be free from organic material such as trees, stumps, and garbage, and shall contain fifteen percent or less of total organic carbon by lab analysis.
- B. *Permitted fill materials.* Fill materials shall include only clean sand, gravel, clay, stone, quarried rock, topsoil, borrow, rock, sod, loam, peat, humus, or other subsurface products free from solid waste, with an aggregate size of twelve inches or less. Recycled concrete and ground and recycled asphalt millings that have been certified as clean fill **may** be used.
- C. *Final cover.* All filling shall be covered with a minimum of four inches of organic topsoil and shall be seeded and mulched to stabilize the fill material. Where filling is incidental to facilitate parking of vehicles, the fill material shall be covered by a suitable binding material to prevent airborne dust and erosion.
- D. *Additional Conditions.* The Board **may** set reasonable conditions including but not limited to hours of the day during which filling **may** take place, maximum load sizes, truck routes to be used to access the site, and grasses, shrubs and trees to be planted.

The Board **may** also impose requirements for monitoring the type and distribution of fill on the subject site.

- E. Development sites shall not be used for the temporary storage of fill materials intended for use elsewhere.
- F. Projects involving site filling in excess of two thousand cubic yards shall submit a Soil Management Plan to the Planning and Economic Development office prior to the pre-construction meeting for review by the Town's Consulting Engineer. The Soil Management Plan shall include the following:
 - a) Agreement that bills of lading in the form specified by the Board will be exclusively used for the transport and acceptance of earth materials for fill;
 - b) Complete descriptions of pre-fill environmental conditions and findings and sample locations;
 - c) Procedures for verification of fill material origin and acceptance;
 - d) Record keeping practices;
 - e) Site security, fill operation inspection and site control;
 - f) Transport routes, times and days of operation, locations of equipment parking and storage, and duration of fill activities;
 - g) Qualifications of applicant personnel responsible for adhering to the soil management plan;
 - h) Erosion, dust and stormwater controls and inspection and maintenance thereof;
 - i) Effects of the filling on groundwater recharge;
 - j) Quality assurance and quality control procedures including testing protocols
 - k) Emergency response and notification procedures, including telephone numbers and contact individuals and firms;
 - l) Total proposed earth material fill volume;
 - m) Daily personnel procedures and operation management procedures, including types, numbers, locations and hours of operation of any processing equipment on site;
 - n) Environmental monitoring plan to maintain protection of human health, public safety, welfare and the environment during and following fill operations; and
 - o) Cover material, revegetation, erosion and pollution control, and monitoring and maintenance plan.

s. 207 – 9 Pedestrian & Bicycle Access and Sidewalks

A. Pedestrian and Bicycle Access

- 1) Pedestrian ways shall be provided within the site to connect buildings with parking areas, other buildings, and site amenities.
- 2) For pedestrian safety and site design enhancement, on-site crosswalks between parking areas and the building (s) and where possible, on adjacent roadways shall be provided and have a change in materials and/or color, texture or pattern.
- 3) Pedestrian and bicycle circulation shall be maximized on and off site and shall be separated from motor vehicle circulation as much as practicable. Safe pedestrian and bicycle access to the site shall be provided by walkways or other means which ensure protection and separation from vehicular traffic.

- 4) Existing pedestrian ways shall be maintained or improved.
- 5) Where no pedestrian ways exist, the Applicant **should** create pedestrian ways and connections between streets, the proposed development, surrounding neighborhoods, adjacent commercial developments and other surrounding uses.
- 6) Curbing adjacent to sidewalks shall be vertical granite or concrete.
- 7) Sidewalks and pedestrian ways and connections shall comply with the requirements of the Americans with Disabilities Act (ADA).

B. Sidewalks

- 1) Five foot wide sidewalks shall be provided within parking areas. Where sidewalks abut parking areas, the sidewalk width **may** be increased by two feet to accommodate vehicular bumper overhang so as to not impede foot traffic.
- 2) For buildings where tenants **may** wish to use interior site sidewalks for temporary outdoor display purposes, sidewalks shall be increased in width such that at least five feet is maintained for pedestrian passage.
- 3) Pursuant to Section 5.5.4. I, c. of the *Zoning Bylaw*, sidewalks shall be provided along the entire frontage of the subject property along existing public ways.

s. 207 – 10 Traffic and Vehicular Circulation - The site plan must address safety and convenience of vehicular and pedestrian movement within the site as well as in relation to adjacent streets, properties or improvements.

A. Site Access - Curb Cuts, Entrance and Egress

- 1) The site shall be evaluated as a whole to determine the number of curb cuts to be allowed.
- 2) Curb cuts on public ways shall be minimized.
 - a) Curb cuts for contiguous commercial areas **may** be limited to one per street frontage unless compelling safety benefits or other siting considerations are demonstrated by the Applicant.
 - b) Wherever possible, existing driveways should be combined.
 - c) All proposed curb cuts within a commercial district or a contiguous commercial area shall be designed to enhance traffic flow on major streets and to minimize additional traffic circulation on neighboring residential streets in order to maximize safe vehicular movement and pedestrian safety.
- 3) The entrance shall be clearly delineated by vertical granite curbing or other approved material along the entire radius of the opening, shall extend at least twelve feet beyond each side along the gutter line of the road and at least the first

twenty-five feet of a driveway, and shall be sloped at the end to prevent a vertical obstruction to exist.

- 4) The site design shall allow vehicles to enter, park and exit the property without difficulty. Arrows, signs, and/or pavement markings to control the traffic flow **may** be required. Consideration shall be given to site access for delivery vehicles and the ability of these vehicles to maneuver on site. Passenger vehicles and delivery vehicles **should** be segregated where possible.
- 5) Where possible and as appropriate to site conditions, curb cuts **should** be aligned with curb cuts on the opposite side of the road to create common junctions.
- 6) Curb cuts for entrance and exit driveways shall be located and designed so as to achieve maximum practicable distance from existing and proposed access connections from adjacent properties.
- 7) Where a site occupies a corner of two intersecting roads, curb cuts shall be located at the maximum distance practicable from the intersection. At a minimum, a curb cut **should** be located at least fifty feet from the point of tangency of the intersection.
- 8) Driveways shall be located so as to afford maximum safety, convenient ingress and egress and minimize conflict with the flow of off-site traffic.
- 9) Driveways shall be located to maximize sight distances where the proposed driveway meets an existing way. Sight distances for turning movements to and from the development shall meet current minimum AASHTO standards and shall be clearly shown on the site plan.
- 10) Left-hand egress turns **should** be minimized.
- 11) Driveways **should** intersect the road at an angle of ninety degrees.
- 12) No part of any driveway shall be located within fifteen feet of a side property line when the property abuts a residential use.
- 14) The slope of the paved entrance way **should** not exceed two percent for the first twenty-five feet measured perpendicular from the front property line.

B. *Internal Site Circulation and Driveways*

- 1) Where possible, adjoining parcels shall have unified access and promote inter-parcel circulation.
- 2) The perimeter of driveways shall be bounded with vertical granite curb.
- 3) Internal driveway width - Two way driveways shall be twenty-four feet wide. The width of one-way driveways shall be as determined by the Board based upon the angle of appurtenant parking.
- 4) Driveway materials – Asphalt or cement concrete or other durable materials shall be used for driveway paving. Pervious pavers or similar materials **may** be used

for fire lanes if authorized by the Fire Chief. Driveways shall be designed so that stormwater, dirt, gravel, stones, or other materials will not wash onto adjacent streets from the driveway.

- 5) Provision shall be made for safe and convenient pedestrian and vehicular traffic movements within the site with emphasis on the layout of parking and off-street loading and unloading areas, and the movement of people goods, and vehicles on access roads, on driveways and between buildings or structures within the site.
 - 6) Provision **should** be made for safe and convenient pedestrian and traffic movement to connect with adjacent commercial sites.
- D. *Emergency Vehicle Access* - The site shall be designed to provide adequate accessibility by fire, police, and emergency personnel, equipment and vehicles to each building. The access shall be maintained and kept in passable condition at all times.
- E. *Mitigation* - The Board may require the Applicant to provide mitigation where project-related increased traffic volume will create unsafe, or poor level of service conditions based on findings of the traffic study. Mitigation measures include but are not limited to the implementation of turning lanes, traffic signal installation and improvements, roadway improvements, sidewalks, and acceleration and deceleration lanes.

s. 207 – 13 Parking

- A. Parking shall be provided in full compliance with Section 7.1.1 of the *Zoning Bylaw*.
- B. To the maximum extent possible, parking **should** be located to the side and rear of the site. Placement of parking areas **should** not be near a high volume of traffic where parking movements can obstruct traffic flow. Parking **should** not create a hazard to abutters, vehicles or pedestrians. Where parking is proposed adjacent to the street, plantings or appropriate fencing shall be incorporated to screen parking areas and reduce their visual impact.
- C. *Pedestrian Protection* - Pedestrian walkways through parking areas **may** require protection (*barriers or bollards*) or crosswalk striping.
- D. *Designated Parking Areas* – Areas for small vehicles and motorcycles may be shown.
- E. *Asphalt Surface* - Parking areas shall have durable, all-weather paved surfaces. Hot mix asphalt surfacing **should** be a minimum of three and one-half inches over eight inches of gravel borrow or as required by site conditions.
- F. Adverse impacts of parking on abutters, residents or businesses in the area shall be mitigated.
- G. *Parking Spaces*
- 1) *Number of spaces* - See Section 7.1.1 D. of the *Zoning Bylaw* – Table 3 Schedule of Off-Street Parking Requirements and Section 7.1.1.I. regarding bicycle parking requirements.
 - 2) *Parking space design*

- a) Dimensional Standards – See Section 7.1.1 E. 3. of the *Zoning Bylaw*. All handicap parking spaces shall comply with state and federal regulations.
- b) Angle parking - In the event site constraints limit drive aisles to one-way travel, angled parking **may** be permitted. The Applicant shall provide analysis that proper maneuverability through the site can be achieved, stalls are of proper length to limit overhang into the drive aisle, and proper lane width is designed to provide suitable reverse turning movements. Pull through angle parking stalls shall not be allowed.

3) *Location*

- a) The location of parking spaces shall not impede proper traffic flow or the maneuvering of other vehicles. Parking spaces shall not be located in the following areas: building entrances, building exits, loading and unloading areas, pedestrian ways, and fire lanes.
- b) Parking spaces shall not be located within fifteen feet of the front, side and rear property lines.
- c) Parking spaces shall be located such that a vehicle backing out of a space does not impede traffic entering from a public traveled way within the first fifty feet into the site.
- d) Drive aisles **should** have a minimum paved width of twenty-four feet and provide for two-way traffic, and shall extend a minimum of five feet beyond the last parking space in any dead end parking row.

I. *Curbing*

- 1) The perimeter of the parking area shall be bounded with vertical granite curb, bituminous concrete curb, or cement concrete curb to delineate the parking lot and collect and direct stormwater runoff.
- 2) All curbing shall have a minimum radius of three feet and shall transition tangentially. No protruding angle points shall be allowed.

- K. *Electric Vehicle Charging Stations* – Industrial, commercial, and multifamily housing sites with fifteen or more parking spaces shall provide parking spaces with electric vehicle charging stations for employee, customer and resident use. The quantity of such parking spaces shall be as follows:

Total # of Parking Spaces	# of Electric Vehicle Parking Spaces
15 – 25	1
26 – 50	2
51 - 75	3
76 - 100	4
101 - 150	5

151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 100	2% of total

s. **207 – 14 Loading and Unloading** - At the time of erection of any principal building or enlargement of any principal building or the establishment of any activity on open land, there shall be created adequate off-street loading and unloading areas as follows:

- A. One or more off-street loading and unloading areas shall be provided for any business that may be regularly serviced by delivery vehicles so that adequate areas are provided to accommodate all delivery vehicles expected at the premises at any one time.
- B. The location of off-street loading and unloading areas and facilities shall be designed with an adequate off-street maneuvering area so that it will not be necessary for delivery vehicles to use a public way to maneuver into a loading or unloading space and so that egress from such spaces will not require backing onto a public way.
- C. Loading and unloading areas shall in all cases be on the same lot as the use they are intended to serve unless there is common ownership of an adjacent property. In no case shall the required loading and unloading areas be part of the area used to satisfy the parking requirements of the *Zoning Bylaw*.
- D. Loading and unloading areas should be located at either the side or rear of each building to be removed from view and to mitigate noise impacts.
- E. Loading and unloading areas shall be designed to avoid traffic conflicts with vehicles which use the site or adjacent sites.
- F. Each loading and unloading area shall not be less than twelve feet in width and not less than sixty-five feet in length. Height clearance shall not be less than fourteen feet.
- G. Loading and unloading areas and spaces shall not encroach on parking spaces or maneuvering space, nor shall they obstruct access to fire hydrants, sprinkler connections, or fire or emergency vehicle lanes.
- H. Off-street loading and unloading areas and the associated maneuvering areas shall be paved with hot mix asphalt, or other satisfactory hard surface paving.
- I. Loading areas shall not face any residential area unless no other location is feasible.
- J. Loading areas are prohibited on the front façade of any building unless no other location is feasible.
- K. All service, loading and trash storage areas viewable from a public right of way or from an adjacent residential area shall be screened by one or a combination of masonry, a wood screen, or evergreen plantings to reduce their visual impact.

s. **207 – 15 Stormwater Management**

- A. The Post-Construction Stormwater Management Plan shall incorporate Low Impact Development (LID) site planning and design strategies and best management practices to the maximum extent feasible, and shall comply with ARTICLE XXVI Stormwater Management and Land Disturbance of the Medway *General Bylaws*, Section 26.8, the current Massachusetts Stormwater Management Standards, and the DEP Stormwater Management Handbook Volumes I and II.
- B. Detention and retention basins shall be designed to be integrated into the site's topography and natural features such that the basin contours are softened and a naturalized appearance is achieved.
- C. Subsurface detention and infiltration systems shall be designed with access manholes and inspection ports to provide means to properly inspect and maintain the system. All subsurface detention and infiltration systems shall contain an internal "forebay" or pre-treatment chamber row which will allow treatment of first flush runoff prior to discharging stormwater to the remainder of the system and shall be designed to allow for proper access for inspection and maintenance.
- D. Infiltration measures shall be provided to mitigate post development increases in runoff resulting from proposed rooftops. Runoff from proposed rooftops throughout the site shall be directly routed to dedicated infiltration Best Management Practices (BMPs). Discharge of roof runoff directly to surface grade is strictly prohibited. If runoff is directed to infiltration BMPs which also mitigate surface runoff, the roof runoff shall be directly discharged to the BMP and not allowed to comeingle with untreated surface runoff prior to discharge to the BMP. Metal roofs shall be properly treated prior to infiltration if located within critical areas listed in the DEP Stormwater Management Handbook.
- E. Headwalls that are visible from a roadway or driveway shall be fabricated to have a natural stone appearance to the satisfaction of the Board.
- F. See **s. 207 – 20** of these *Rules and Regulations* for landscaping requirements around stormwater detention and retention areas.

s. 207 - 16 Water Supply and Sewage Disposal

- A. *Water Supply* - Unless proven to be unfeasible, all projects requiring site plan approval shall connect to the public water supply distribution system, except that connection to the public water supply system for on-site irrigation of landscaping is not permitted. Wells for irrigation are permitted through the Board of Health; the locations for such wells shall be shown on the site plan.
- B. *Sewage Disposal* – The proposed method of sanitary sewage disposal for all buildings and uses shall be shown on the site plan. It shall meet the applicable Town regulations for sewage disposal systems and connections whether it is an on-site septic system or connected to the public sewer system.

s. 207 – 17 Utilities

- A. All electric, telephone, cable TV, and other utilities shall be located underground to the extent feasible.
- B. Permanently installed generators shall be positioned on cement pads, be located to the rear of the site, and shall be fully screened or bermed to mitigate noise and appearance.
- C. Utilities shall be installed in accordance with Section 7.6 Utilities of the *Medway Subdivision Rules and Regulations*.
- D. Architectural features shall be incorporated into the building design to screen rooftop utilities.

s. 207 – 18 **Solid Waste Removal - Dumpsters, Trash and Recycling Containers**

- A. Dumpsters and recycling and trash containers shall be located to the rear of the site such that their view from roadways is minimized.
- B. Dumpsters and recycling and trash containers shall be fully screened on all sides and to the full height of the dumpster or container by suitable fencing and/or evergreen plantings. The size of the enclosure shall include suitable space around and between the various containers to be enclosed there.
- C. Multi-tenant developments shall incorporate the use of shared trash compactors.
- D. Egress to dumpsters and trash containers shall provide for the efficient removal with a minimum of backing up required by the service vehicles.

Commented [A2]: Keith Lawrence of Lawrence Waste is going to provide some additional info for specs on trash corrals (enclosures)

s. 207 - 19 **Outdoor Lighting**

- A. Outdoor lighting shall comply with Section 7.1.2 of the *Zoning Bylaw*.
- B. For new construction, no overhead wiring for outdoor lighting is permitted.
- C. Light fixture design **should** comply with the *Medway Design Review Guidelines*.

s. 207 – 20 **Landscaping**

- A. *General* - Landscaping enhances the site, provides a pleasing environment and reduces the visual impact of the site on the surrounding areas. The Board requires that the Applicant provide sufficient landscape treatment to create adequate buffering for neighboring properties and provide positive visual impacts as provided herein. The preservation of existing trees and vegetation where feasible and appropriate in lieu of or in addition to new landscaping as required herein is permitted and encouraged.
- B. *Landscape Buffers* - The use of proportionally sized landscaped buffers and berms between the street and structures, between the street and parking areas, between the site and its neighbors, and throughout parking lots is encouraged to provide for more immediate visual screening and improved topographical variation.
 - 1) Landscape buffers between the street and parking areas are required. Tree-lined sidewalks at the street front shall be included. Plantings along the front property

line and access roads shall take into consideration sight distance criteria. Planting of new or replacement trees every twenty-five feet along both sides of an access road is required.

- 2) Perimeter landscaping shall be provided around the entire site. Four season evergreen landscape buffers between the site and adjoining properties are required, particularly to protect adjacent residential uses to the greatest extent possible. Landscaped buffer areas shall be a minimum of fifteen feet in depth and **may** be comprised of existing woodlands and native vegetation supplemented by new landscape plantings. Vegetation in buffer areas **may** also be augmented with earth berms of a reasonable height and high quality and durable fencing using materials approximating wood.

C. *Parking Areas*

- 1) Internal landscape planted divisions (*islands and peninsulas*) shall be constructed within all parking areas containing ten or more parking spaces to provide visual relief from expanses of pavement and vehicles and provide shade.
 - a) A minimum of ten percent of the total internal parking area shall be provided as landscaped island areas, exclusive of perimeter landscaping.
 - b) The ends of parking aisles that have more than fifteen parking spaces in length shall incorporate enclosing landscape islands at both ends of the rows. The width of such landscaped islands shall be at least four feet at the ends.
 - c) Where the length of parking aisles exceeds twenty-five spaces, intermediary landscaped islands shall be installed at regular intervals, not to be more than every thirteen spaces.
 - d) At least one deciduous shade or canopy tree of a minimum three inches caliper with a height of not less than twelve feet above grade shall be provided for every six parking spaces. Only trees providing shade to the parking area shall be counted as meeting this requirement. The Board may waive this requirement in favor of the preservation of existing site trees.
- 2) Landscaping shall be provided around the perimeter of all parking areas to prevent direct views of parked vehicles from streets and sidewalks, avoid spillover light, glare, noise or exhaust fumes onto adjacent properties, and to provide parking areas with a reasonable measure of shade. Such vegetation shall be no less than five feet high at the time of planting.
- 3) Parking entrances at curb cuts shall be landscaped with a combination of trees, shrubs and flowering plants. These areas **may** also be used for signage pursuant to Section 7.2.4 F. 5 of the *Zoning Bylaw*. No trees or shrubs shall be planted in a manner that would obstruct sight line visibility for vehicles entering and exiting a site. The maximum height of vegetation, except trees, at full growth or any other

physical object within the Sight Distance Triangles of a curb cut shall not exceed three feet in height.

- 4) To the maximum extent feasible, plant materials used in landscaped islands and in the perimeter of parking areas shall be drought resistant, salt tolerant, non-invasive species as identified in *The Evaluation of Non-Native Plant Species for Invasiveness in Massachusetts* by the Massachusetts Invasive Plant Advisory Group.
- 5) Landscaped areas **should** be designed to receive and accommodate stormwater runoff in accordance with the *Massachusetts DEP Stormwater Handbook* through the use of rain gardens and bio-retention areas.

D. *Screening and Buffers* – Where disturbance on the site is necessary beyond the building footprint, parking and access areas, or where the Board determines that additional plantings are needed to achieve four seasons of screening, the Landscape Plan shall include landscape plantings, berms, and/or manmade hardscape structures such as fences, stone walls and trellises sufficient to immediately screen one-hundred percent of the HVAC equipment, utilities, dumpsters, storage areas, truck loading areas, machinery, utility buildings, and accessory structures etc. from the view at any perimeter point on the site. The proposed plantings shall be of sufficient maturity to immediately integrate the building and site into its surroundings. The scale, extent and density of such landscape and hardscape treatment shall be determined by the size of the building, the extent of planned disturbance to the site's existing landscape, the adjacent uses, and the need for additional screening.

E. *Landscaping Around Stormwater Detention/Retention Areas* – Substantial landscaping shall be provided around stormwater detention and retention basins and shall be included in the design of the stormwater drainage system to the satisfaction of the Board. For screening purposes and to minimize the visual impact of stormwater basins, such landscaping **should** include two staggered rows of suitable trees and shrubs. Landscaping shall be designed to not obstruct access to the stormwater basins for maintenance purposes.

F. Trees shall be non-invasive, deciduous hardwoods. The following species are preferred:

- 1) Red Oak - *Quercus borealis*
- 2) Pin Oak - *Quercus palustris*
- 3) Scarlet Oak - *Quercus coccinea*
- 4) Red Maple - *Acer rubrum*
- 5) Sugar Maple - *Acer saccharum*
- 6) Thornless Honey Locust - *Gleditsia triacanthos intemis*
- 7) London Plane Tree
- 8) Ginko (*Fruitless male*)
- 9) Swamp White Oak
- 10) Zelcova
- 11) Sweetgum (*Rotundiloba/fruitless*)
- 12) Linden

Smaller variety trees:

- 13) Crab Apple (*if insect and disease resistant*)
- 14) Kousa Dogwood
- 15) Serviceberry
- 16) Hedges Maple

Evergreen species:

- 17) Norway Spruce
- 18) Hemlock
- 19) Capitata Yew
- 20) Cedar

The Applicant **may** propose alternative trees that **may** be better choices for the particular site based on proximity to utility lines, sidewalks and pavement, area available for root growth, tolerance to salt, rooting characteristics, resistance to disease and insects, tolerance to root pruning, branching habit, fruit and seed production, and maintenance needs. The Board **may** seek the advice of the Medway Tree Warden to evaluate alternative tree proposals.

- G. *Tree Replacement* – All hardwood trees twenty-four inches or more in diameter that are to be removed from the site shall be replaced with new trees on the site. Wherever feasible, existing trees of eighteen inches or more in diameter **should** be preserved.
- H. *Tree Size* – New and replacement trees shall have a diameter of at least an average of two and one-half inches as measured four feet above finish grade and shall be a minimum of twelve feet in height.
- I. *Landscape Requirements* – To the maximum extent feasible, all additional landscaping shall be drought resistant, pest tolerant, non-invasive species as identified in *The Evaluation of Non-Native Plant Species for Invasiveness in Massachusetts* by the Massachusetts Invasive Plant Advisory Group.
- J. *Irrigation* – On-site wells, cisterns to capture rainfall, or private watering service is required to maintain landscaping installations. The Town does not permit connection to the Town's water service for landscape irrigation. Well locations shall be shown on the site plan and are subject to approval of the Medway Board of Health.

s. 207 – 21 Site Amenities

- A. When incorporated as part of a site plan or included as mitigation measures, the selection of types and materials for fencing, retaining walls, gates, benches, planters, bike racks, and other site amenities **should** comply with the *Medway Design Review Guidelines*.
- B. Proposed hardscape features and materials such as fences and stone walls shall be compatible with the design of the building. Vehicle sight lines shall not be affected by such landscape features or built hardscapes.

s. 207 - 22 Snow Removal – The site shall be designed to accommodate adequate snow storage for snow that is removed from the paved areas. The snow storage area(s) shall be located and graded such that the runoff from melting snow shall not enter the public way or wetland

resource areas. Stored snow shall not affect visibility and sight distance of vehicles entering and exiting the site. Snow storage areas **should** safely accommodate a minimum volume equal to six inches over the entire site area subject to snow removal. The Board **may** condition a site plan decision to require removal of excess snow off-site.

s. **207 – 23 Outdoor Storage** – To the maximum extent possible, outdoor storage of materials, goods, equipment and advertising, if permitted, shall be screened from view from adjacent and nearby streets and properties by suitable fencing and/or evergreen plantings. Check *Table 1 Schedule of Uses* of the *Zoning Bylaw* for areas where outdoor storage is permitted.

ARTICLE VIII ADMINISTRATION

s. 208 – 1 Preconstruction

A. Pre-Construction Meeting - Prior to the commencement of any site work (earth removal, clearing of vegetation, mobilization of construction equipment, etc.) for an approved Major or Minor Site Plan project, the Developer, the site general contractor, and other representatives of the Developer shall attend a preconstruction meeting with the Planning and Economic Development Coordinator, Building Commissioner, Department of Public Works Director, Conservation Agent, or their designees, and other Town staff as **may** be determined appropriate, and the Town's Consulting Engineer.

- 1) The Developer or general contractor shall request the pre-construction meeting at least one week prior to commencing any site work on the property by contacting the Planning and Economic Development office.
- 2) If applicable to the project, the Developer shall provide a copy of the final Stormwater Pollution Prevention Plan (SWPPP) required by the U.S. Environmental Protection Agency (EPA) to the Town at or prior to the pre-construction conference.
- 3) The Developer shall also provide a detailed construction schedule, copies of other permits or approvals, emergency contacts list, etc.

s. 208 – 2 Site Maintenance During Construction

- A. Any construction site is required to have a stone mat construction entrance for a minimum of fifty feet or as site constraints allow. The stone mat shall be maintained regularly to allow for proper reduction of sediment tracking onto adjacent roadways. In events where excessive mud is generated at the site, wheel washing stations **may** be required to further prevent sediment tracking onto Town ways.
- B. Construction of the approved development shall not create any significant emission of light, noise, dust, fumes, odors, noxious gases, radiation, or water pollutants, or any other similar significant adverse environmental impacts without suitable mitigation measures and remedies.
- C. Construction projects meeting the eligibility requirements of the U.S. Environmental Protection Agency (EPA) for a National Pollutant Discharge Elimination System

(NPDES) Construction General Permit (CGP) and the associated Stormwater Pollution Prevention Plan (SWPPP) shall file the required documents with the EPA, provide documentation of that filing to the Board, fulfill all responsibilities pertaining to their NPDES CGP. The SWPPP shall be retained on the construction site.

- D. Upon completion of all work on the ground, the Developer shall remove from the site and adjoining property, all temporary structures, all surplus material, debris, tree stumps, loose rocks, silt fences and synthetic erosion control measures unless authorized by an Order of Conditions to be left in place, and such rubbish which **may** have accumulated during construction, and shall leave the work site in a neat and orderly fashion.

s. 208 – 3 Construction Inspections and Reporting

- A. At the Developer's expense, the Town's Consulting Engineer shall inspect infrastructure construction and the ongoing maintenance of such and provide regular site inspection reports to the Board and the Developer. See **s. 208-4 C.** of these *Rules and Regulations*. The Developer or its representatives shall notify the Town's Consulting Engineer at least 48 hours in advance of needed inspections.
- B. If a site plan project is required to file its own individual National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) with the U.S. Environmental Protection Agency (EPA), copies of all required inspection reports and corrective action reports shall be forwarded to the Board for review during the construction term of the project.

s. 208 – 3 Modifications to Approved Site Plans and Decisions - Construction work shall comply with the approved site plan, unless the Developer requests approval of a modification to the site plan and/or *Decision* and such approval is provided pursuant to any one of the methods specified below:

A. On-Site Field Changes

- 1) During construction, the Developer **may** be authorized to make limited, minor, on-site field changes to an approved site plan project based on unforeseen conditions, situations or emergencies necessitated by field conditions. These field changes shall not alter items which **may** affect the site's compliance with the *Zoning Bylaw* or these regulations or conflict with a specific condition of the decision. Prior to undertaking such field changes, the Developer and/or contractor shall discuss the possible field changes with the Town's Consulting Engineer and submit a letter and drawings to the Planning and Economic Development Coordinator and the Building Commissioner describing the proposed changes and what conditions, situations or emergencies necessitate such changes. In accordance with Section 3.5.2.C of the *Zoning Bylaw*, the Building Commissioner **may** determine that the field change is insubstantial, authorize the change, and so notify the Board. Otherwise, the Board shall review the proposed field changes at a public meeting and determine whether the proposed field changes are acceptable based on the unforeseen conditions, situations or emergencies and whether other options are feasible or more suitable.

2. The Board shall prepare a Field Change Decision to document whether the field change is authorized and specify suitable conditions. The Field Change Decision shall be provided to the Developer and the Building Commissioner. Any approved field change shall be made a permanent part of the approved site plan documents and shall be shown on the final as-built plan.

3. **Field** Changes **may** include, but are not limited to:

- a) Decrease in the height of a building
- b) Decrease in the size of a building footprint less than 10% and the corresponding reduction in parking
- c) Shifting of structures, parking spaces or other site amenities less than 1 foot in distance, provided the change does not result in any violations of setback, buffer or open space requirements.
- d) Changes to infrastructure utilities (water, sewer, electric) with written approval by the agency responsible for such utility
- e) Changes in the type and quantity of landscaping
- f) Minor façade or building elevation changes such as changes in window installation
- g) Moving of accessible parking locations
- h) Changes in the design of stormwater management facilities if deemed insignificant by the Town's consulting engineer.
- i) Adjustment in site amenities

Commented [A3]: I added this section. What else might we want to include as illustrative examples of "field changes"

3. **The** Board may determine that a proposed field change or a combination of field changes are such that the proposal warrants consideration as a plan modification. If so, the modification shall be handled in accordance with the provisions for reviewing and approving the corresponding category of site plan modification by the Board.

Commented [A4]: I added this section.

B. *Major Site Plan Projects*

1) *Plan Modification*

- a) Proposed modifications (not including on-site field changes) to a previously approved major site plan shall be subject to review by the Board. ~~The Developer shall submit a letter to the Building Commissioner and the Board describing the proposed changes and the reasons for the proposed modifications. The Building Commissioner shall make a written determination if the proposed modifications are Substantial or Insubstantial as specified herein and provide such determination to the Developer and the Board. Substantial modifications require review by the Board with a formal public hearing process. Non-substantial modifications require review by the Board as an agenda item during a public meeting.~~

Commented [A5]: Comments from Barbara - I have always felt that a modification requires compliance with the same procedure as the original permit. The ZBL does provide that the BC can approve an insubstantial change, which is covered by Subsection A above. Anything else it seems to me should be handled as a modification.

- b) **Plan** modifications include, but are not limited to:

1. Changes in the design of the stormwater management facilities if deemed significant by the Town's consulting engineer

Commented [A6]: I added this section.

2. Changes in the location, dimensions and composition of buffer areas and screening measures
 3. An increase in the size of a building footprint in excess of 10%
 4. An increase in the height of a building
 5. A change in the location of a building on the site by one foot or more
 6. A change in the location and quantity of curb cuts (access and egress points)
 7. A change in the layout of parking
 8. An increase in the quantity of parking
- b) ~~Substantial Modification Determination~~ To make a determination whether the proposed changes are *Substantial* or *Insubstantial*, the Building Commissioner shall consider the proposed changes as a whole. However, the following proposed changes will generally be considered as *Substantial*:
1. ~~an increase in the height of a building;~~
 2. ~~an increase in the size of a building footprint in excess of 10%;~~
 3. ~~a change in the location of a building on the site (other than insignificant changes);~~
 4. ~~changes or redesign of the stormwater management facilities if deemed significant by the Town's consulting engineer;~~
 5. ~~changes in the location, dimensions and composition of buffer areas and screening measures; or~~
 6. ~~any other changes, individually or as a whole that substantially change the site plan including but not limited to:~~
 - a. ~~reduction of site amenities;~~
 - b. ~~changes in the location and quantity of access and exits or curb cuts; or~~
 - c. ~~the layout and quantity of parking.~~
- c) The request for a *Substantial Modification* to a previously approved major site plan shall be subject to the same application and review process including a public hearing as provided in **s. 204 Major Site Plan Review** of these *Rules and Regulations* including the payment of plan modification filing fee and plan review fee. The Board shall issue its *Modification Decision*, file such with the Town Clerk, and provide copies to the Building Commissioner, other Town officials and the Developer. Any modifications approved by the Board shall be made a permanent part of the approved site plan project documents and shall be shown on the final as-built plan.
- d) ~~The request for an *Insubstantial Modification* to a previously approved major site plan shall be subject to the same application and review process as provided in **s. 205 Minor Site Plan Review** of these *Rules and Regulations* including the payment of plan modification filing fee and plan review fee. The Board shall issue its *Decision*, file such with the Town Clerk, and provide copies to the Building Commissioner, other Town officials, and the Developer. Any modifications approved by the~~

~~Board shall be made a permanent part of the approved site plan project documents and shall be shown on the final as-built plan.~~

- 2) *Decision Modification* – If the Developer proposes a modification to the original *Decision* for a major site plan project and the proposed modification pertains to a specific condition of approval of the original *Decision*, the Board shall conduct a public hearing on the proposed change. ~~Otherwise, the Board may review and act on the proposed modification to the *Decision* at a public meeting without a public hearing.~~ Any application for a modification to the previously issued *Decision* shall be filed with the Board along with the modification filing fee. Any decision modification approved by the Board shall be filed with the Town Clerk, provided to the Building Commissioner, other Town officials, and the Developer, and made a permanent part of the project record.

C. *Minor Site Plan Projects*

1) *Plan Modification*

- a) The Developer shall submit a letter to the Building Commissioner and the Board describing the proposed changes to a previously approved minor site plan project and the reasons for the proposed modifications. If proposed modifications to a previously approved minor site plan project are such that the changes would result in the development meeting the criteria for Major Site Plan Review pursuant to Section 3.5.3.A.1. of the *Zoning Bylaw*, the modification shall be handled in accordance with the provisions for reviewing and approving a Modification to a Major Site Plan project as specified in s. 208 – 3 B. of these *Rules and Regulations*.
 - b) Modifications of minor site plan projects, other than insubstantial field changes as provided in Section 3.5.2.C of the *Zoning Bylaw*, require review by the Board as an agenda item during a public meeting. The request for a modification to a previously approved minor site plan shall be subject to the same application and review process for Minor Site Plan Review as described in s. 205 of these *Rules and Regulations*, including the payment of fees. A written *Modification Decision* shall be prepared by the Board and filed with the Town Clerk, Building Commissioner and other Town officials. Any modifications shall be made a permanent part of the approved site plan record and shown on the as-built plan presented for project completion.
- 2) *Decision Modification* – If a modification is needed to the original *Decision* for a previously approved minor site plan project, the Board may review and act on the proposed modification at a public meeting without a public hearing. Any application for a modification to the previously issued *Decision* shall be filed with the Board along with the modification filing fee. Any decision modification approved by the Board shall be filed with the Town Clerk, provided to the Building Commissioner, other Town officials, and the Developer, and made a permanent part of the project record.

D. *Administrative Site Plan Projects*

1) *Plan Modification*

- a) Proposed modifications to a previously approved administrative site plan project shall be subject to *Administrative Review* as described in [§. 206](#) of these *Rules and Regulations*. The Developer shall follow the same application and review process as provided herein including the payment of fees. Any modifications approved by the Administrative Site Plan Project Review Team shall be made a permanent part of the approved site plan record. A written modification *Decision* shall be prepared by the Administrative Site Plan Project Review Team and filed with the Town Clerk.
- b) The Administrative Site Plan Project Review Team [may](#) determine that a proposed modification to a previously approved administrative site plan project is such that the change would result in the development meeting the criteria for *Minor or Major Site Plan Review*. If so, the modification shall be handled in accordance with the provisions for reviewing and approving those categories of site plan by the Board.
- c) Appeal of an *Administrative Review Decision* to modify a previously approved administrative site plan project [may](#) be made to the Board within twenty days of the date the *Decision* was filed with the Town Clerk.

2) *Decision Modification* – If a modification is requested to the original *Decision* for an administrative site plan project, the Team [may](#) review and act on the proposed modification. A written *Decision* shall be filed with the Town Clerk.

E *Modification Expenses* - Whenever additional reviews by the Board, its staff or consultants, or the Administrative Site Plan Review Team are necessary due to proposed modifications, the Developer shall be billed and be responsible for the supplemental costs incurred including site plan filing fees, plan review fees, and all costs associated with another public hearing including legal notice. If the proposed revisions affect only specific limited aspects of the site, the Board [may](#) reduce the scope of the required review and waive part of the Filing and Review Fees. Supplemental fees must be paid in full before the Board approves site plan modifications.

s. 208 – 4 *Compliance*

A. *Construction Inspection* – The Board [may](#) determine site inspections are necessary to ensure that the development project is constructed to comply with the approved site plan and *Decision*. It is their standard practice to do so. These shall be performed by Town staff, the Board's consultant or Agent, or a Board member. The Board [may](#) determine that the assistance of outside consultants is needed to monitor construction due to the size, scale, or complexity of the approved project or because of its impact on the Town. If the Board determines that such consultant services are required, the Applicant shall pay a Construction Services fee prior to the Board's endorsement of the plan. See [§. 209 – I. C.](#) of these *Rules and Regulations*.

- B. *Occupancy Permit* - See Section 3.5.2 of the *Zoning Bylaw*.
- C. *Performance Security* - If a Developer seeks an occupancy permit before completion of the approved site improvements, the Developer may request that the Board accept a deposit of funds or other form of security acceptable to the Board and the Treasurer/Collector sufficient to assure the satisfactory completion of site improvements, landscaping and amenities, and off-site mitigation measures as shown on the approved plan. Whether to accept such security in lieu of completion of the project shall be determined by the Board in its sole discretion. The Board shall determine a reasonable and sufficient amount to cover the Town's cost to complete the work if the Developer fails to do so. The Town's consulting engineer shall prepare an estimate of the current cost to complete the work that remains unfinished at the time the occupancy permit is requested. The estimate shall be based on unit prices in the latest Weighted Average Bid Prices by the Massachusetts Department of Transportation. The estimate shall include the cost to maintain the infrastructure, site improvements, amenities and off-site mitigation measures in the event the Developer fails to adequately perform such. The estimate shall reflect the cost for the Town to complete the work as a public works project, which may necessitate additional engineering, inspection, legal and administrative fees, staff time and public bidding procedures. A contingency of up to thirty percent shall be added to the total estimate. The Board shall approve the estimate and notify the Town Treasurer/Collector and the Building Commissioner of the approved amount. A performance security agreement shall be executed by the Developer, the Board, and the surety.

s. 208 – 5 ***Project Completion***

- A. *Construction Deadline* - Site plan approval shall lapse after two years of the grant thereof, which shall not include such time required to pursue or await the determination of an appeal under s. 204-9 or s. 205-9 herein, if construction has not commenced except for good cause. Upon receipt of a written request by the Developer filed at least thirty days prior to the date of expiration, the Board shall consider the request at a public meeting and may grant an extension for good cause. Such extension shall not exceed two years beyond the original expiration date of the site plan approval.
- B. *As-Built Plans*
- 1) Developers of *Major and Minor Site Plan Projects* shall provide an as-built plan stamped by a Professional Land Surveyor or Engineer registered in the Commonwealth of Massachusetts, which shall show actual as-built locations and conditions and any plan modifications authorized by the Board. See Section 6.7 of the *Medway Subdivision Rules and Regulations* for as-built plan requirements. The as-built plan shall be accompanied by a certification from a Registered Professional Engineer that the site has been developed in substantial conformance with the approved site plan.
 - 2) Developers of *Administrative Site Plan Projects* shall provide an as-built plan showing the as-built locations of the constructed site work.
- C. *Certificate of Site Plan Completion: Major and Minor Site Plan Projects*

- 1) Before Board issues a *Certificate of Site Plan Completion*, the following items must be completed or provided to the satisfaction of the Board:
 - a) Receipts to document cleaning of the stormwater system
 - b) A signed statement from the Developer and/or Owner committing to the ongoing maintenance of the stormwater management facilities per the Post Construction Stormwater Management Plan and replacement of landscaping.
 - c) Removal of erosion controls
 - d) Full stabilization of the site
 - e) Off-site improvements
- 2) Upon completion of all required improvements as shown on the approved Site Plan, including any off-site mitigation measures, the Developer's engineer shall submit a letter verifying completion to the Board. The letter shall certify that the project, as constructed, substantially conforms to the approved site plan and that any provisions of the *Decision* including construction of any required on and off-site improvements have been completed.
- 3) The Board's Agent or a Board member shall conduct a final inspection of the site within thirty days of the filing of the Developer's engineer's letter with the Board and provide a written report and punch list to the Board and Developer identifying any remaining work to be completed.
- 4) The Board shall determine if all work has been completed in substantial conformance with the Site Plan approval. The Board **may** consult with its Consulting Engineer, the Conservation Commission, Department of Public Services, Building Commissioner, Treasurer/Collector and other Town boards, committees and departments to help it determine whether the project is complete and all obligations to the Town are fulfilled including payment of taxes and fees. If so, the Board, at its next regularly scheduled meeting, shall sign a *Certificate of Site Plan Completion* to document that the project as constructed has been completed, in its opinion, in conformance with the approved site plan and any conditions, including construction of any required on and off-site improvements. If a *Certificate of Site Plan Completion* is not signed, a complete list of work to be completed on or off-site in compliance with the approved site plan and *Decision* shall be provided to the Developer.

D. *Certificate of Site Plan Completion: Administrative Site Plan Projects*

- 1) Upon completion of all required improvements as shown on the approved Site Plan, the Developer shall contact the Community and Economic Development office to request a *Certificate of Site Plan Completion*.
- 2) A Team member or the Board's Agent shall inspect the site to determine if the project has been completed in substantial conformance with the approved scope of work and all conditions. The Team **may** consult with other Town boards, committees and staff to help with its determination. If so, the Team, shall sign a *Certificate of Site Plan Completion*. If not, a complete list of work to be

completed in accordance with the approved site plan and *Decision* shall be provided to the Developer.

s. **208 – 6 Post Construction On-Going Maintenance** – The Owner shall maintain site amenities, landscape installations, and stormwater management facilities in good condition throughout the life of the facility and to the same extent as shown on the endorsed site plan and in accordance with the approved long term stormwater operations and maintenance plan. Trees, shrubs, bushes and other landscape features shown on the plan which die or become diseased shall be replaced by the following planting season.

ARTICLE IX FEES

s. **209 – 1 Fee Structure** – The Board shall adopt a *Fee Schedule*, which shall specify the amount of filing and other applicable fees.

A. **Site Plan Filing Fee** - A non-refundable *Site Plan Filing Fee* as specified in the Board's *Fee Schedule* shall be remitted to the Board at the time the site plan application is filed with the Board.

B. **Site Plan Review Fee**

- 1) **Applicability** – A *Site Plan Review Fee* may be established by the Board or the Administrative Site Plan Review Team for review of the site plan based on an itemized budget estimate prepared by an outside consultant(s). This fee shall be the reasonable costs to be incurred to retain outside consultant(s) to assist in the review of the proposed project. The *Site Plan Review Fee* shall not be a fixed amount but will vary depending on the nature and scale of the project and the expected costs to be incurred. See the Board's *Fee Schedule*.
- 2) **Fee Payment** - The Applicant shall remit a deposit toward the *Site Plan Review Fee* at the time the site plan application is submitted pursuant to the Board's *Fee Schedule*. The balance shall be remitted by the Applicant upon receipt of an invoice from the Board or the Department of Community and Economic Development prior to the substantive review of the application by the outside consultants, and before the public hearing or meeting commences. Failure to pay the full *Site Plan Review Fee* before the public hearing or meeting begins may delay the public review process and constitute grounds for denial of the proposed site plan.
- 3) **Additional Review Fees** – If the expense of the consultant(s)' review of the site plan exceeds the original estimate or should the services of additional outside consultants be required after the initial *Site Plan Review Fee* has been expended, the Applicant shall be required to pay all additional fees incurred to cover the cost of additional reviews. A new estimate for additional plan review services shall be prepared and remitted to the Applicant. The Applicant's failure to pay plan review fees in their entirety shall constitute grounds for the Board or Administrative Site Plan Review Team to deny approval and endorsement of the plan.

C. *Construction Services Fee*

- 1) *Applicability* – The Board **may** establish a *Construction Services Fee* for the reasonable costs to be incurred by the Board to retain outside consultant(s) to assist in the inspection of the construction and on-going maintenance of the development's infrastructure and the review of any legal documents associated with performance security and project completion. The *Construction Services Fee* shall not be a fixed amount but will vary with the scale of the project and the expected costs to be incurred by the Board.
- 2) *Fee Payment* - The Applicant shall remit the *Construction Services Fee* to the Board before the site plan is endorsed. Failure to pay the *Construction Services Fee* **may** constitute grounds for the Board to not endorse the site plan.
- 3) *Additional Fees* – If the expense of the consultant(s)' services exceeds the original estimate, or **should** the services of additional outside consultants be required after the initial *Construction Services Fee* has been expended, the Developer shall be required to pay all additional fees incurred to cover the additional cost. The Board shall prepare a new estimate for additional construction services and remit an invoice to the Developer for payment.

- D. *Other Costs and Expenses* - All expenses for professional plan reviews, ancillary report reviews, supplemental studies, advertising, publication of notices, and all other expenses in connection with Site Plan Review and construction including plan or decision modification fees shall be borne by the Applicant and/or Developer.

s. **209 – 2** *Payment of Fees*

- A. Fees paid shall be by check made payable to the **Town of Medway** and submitted to the Planning and Economic Development office.
- B. When the *Site Plan Review Fee* and *Construction Services Fee* are received by the Board or the Administrative Site Plan Review Team pursuant to this section, they shall be deposited with the Town Treasurer/Collector in special accounts for these purposes established pursuant to G. L. c. 44, Section 53G. Expenditures from the special account **may** be made without further appropriation. Expenditures from the special account shall be made only for services rendered in connection with a specific project or projects for which a fee has been or will be collected. Accrued interest **may** also be spent for this purpose.
- C. At the completion of the project, any excess amount in the plan review and construction accounts, including interest, attributable to a specific project shall be repaid to the Applicant or Developer or their successor in interest. Upon request, a final report of said account shall be made available. For the purpose of these *Rules and Regulations*, any person or entity claiming to be the Applicant's successor in interest shall provide the Board or the Administrative Site Plan Review Team with documentation establishing such succession in interest.

These *Site Plan Rules and Regulations* were adopted by a vote of the Medway Planning and Economic Development Board following proper legal notice published twice in the *Milford Daily News* and a copy thereof filed with the Town Clerk. These amended *Rules and Regulations* take effect on the date of the filing of the approved document with the Town Clerk.

Originally adopted: April 14, 1998
Amended: April 25, 2000
Amended: March 13, 2001
Amended: November 1, 2001
Amended: July 9, 2002
Amended: December 3, 2002
Amended: xxxxxx

Attest:

Susan E. Affleck-Childs
Planning and Economic Development Coordinator

Date

A true copy attest:

Maryjane White
Town Clerk

Date