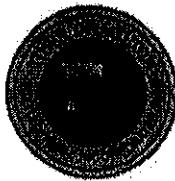


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Town of Milton Planning Board
Town Hall Offices
525 Canton Avenue
Milton, MA 02186
617-898-4847

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FORM SP

**APPLICATION FOR APPROVAL OF A
SPECIAL PERMIT**

(Milton General By-laws, Ch. 10, §III, G, and §VI, J to O inclusive)

Date: October 21 2014

To the Planning Board of the Town of Milton:

The undersigned hereby applies, pursuant to the provisions of the above-mentioned Section III and Section VI of Chapter 10 of the General By-laws, for a SPECIAL PERMIT for:

() Cluster Development () Attached Cluster Development () Condominium Conversion
() Open Space Development () Planned Unit Development

Accompanying this application is a plan entitled:

Thayer Nursery - 270 Hillside Street

Plans prepared by: DeCelle and Burke Dated: 10-21-14

Parcel(s) Street Address: 270, 272, 273 Hillside and 0.211 Forest

The undersigned's title to said land is derived from: Norfolk County Registry of Deeds

Milton Assessor's Map Number(s): N/2 Parcel(s): 1A, 1B, 1C Zoning District: A and AA

Deed of Property Recorded in Norfolk County Registry Book number(s): 4354 page(s): 2 (See attached)

Registered in Norfolk County Registry District of the Land Court, Certificate of Title number(s): _____

Number of Proposed Units/Lots: NA Total Acreage: 9.053

Said land is current with regards to taxes and is free of encumbrances except for the following:

NA

Owner: Oldfield Family LLC

Applicant: maggie Oldfield and Josh Oldfield

Company: _____

Company: Thayer Nursery

Address: 270 Hillside St

Address: 270 Hillside Street

Milton 02186

Milton 02186

Phone: 617-698-2009

Phone: 617-698-2009

Signature of Owner: Maggie Oldfield Date: 10-20-2014

Signature of Applicant (or Agent): Maggie Oldfield Date: 10/21/14

Application for Special Permit:

LANDSCAPING BUSINESS USE

Date: March 10, 2015

Name: Oldfield Family, LLC and The Thayer Nursery Corp.

Address: 217, 237, 270 Hillside Street and 0, 24 Forest Street

1. Purpose, Property History and Ownership

The Owner, Oldfield Family, LLC, and Applicant, Thayer Nursery Corp., hereby request the issuance of a Special Permit and Site Plan Approval for the operation of a Landscaping Business Use as that term is defined under Section III, K of the Zoning Bylaw.

As required in the Bylaw, this Application provides information about the state of Thayer Nursery's businesses in 2012/2013. It also describes various plans required and recommended measures to be implemented by Thayer to control/mitigate the impacts of its landscaping business.

The Applicant, Thayer Nursery, operates as tenant, the properties known as 217, 237 and 270 Hillside Street and 0 and 24 Forest Street (the "Property.") As shown on the Site Plan, these properties contain in excess of 8.5 acres of land in Milton's Residence A and AA Zoning District. Thayer Nursery currently operates agricultural and nursery business and seeks a Special Permit to reincorporate their Landscaping Business Use back into its operations. The Landscaping Business Use will operate primarily on a portion of the Property known as 270 Hillside Street and 0 and 24 Forest Street within the area identified as the LandCare Yard and the Wood Barn; it operates ancillary portions at 217 and 237 Hillside Street.

This nursery business is a protected pre-existing, non-conforming use that pre-dates the writing of the 1938 zoning bylaws. It is recorded with the Massachusetts Historical Commission that 270 Hillside Street is historically significant for the reasons of "Agricultural, Architectural, Commerce and Recreation." Mass Historical goes on to state "the house and land at 270 Hillside Street, site of the home of Robert Oldfield and his Thayer Nurseries, was probably built and first occupied by Bezer Thayer, an independent farmer, born in Braintree, 1768. Thayer likely moved to Milton in the 1790's settled in the Scott's Woods area along Hillside St. and took up farming. Following Bezer's death, the property, with some partitions, stayed in the Thayer family to recent times. The following is a sidelight from Teele's History: "eight years ago (1879) Henry F. Thayer, a long skillful florist in Roxbury, removed to Milton, his old home, and engaged in floriculture on Hillside St. where he is raising flowers for the market with great success." (See Mass Cultural Resource Info attached)

Following Bezer Thayer's death in 1812, the property stayed in the Thayer family. According to property tax records, from 1933 to 1960 the description of real estate at the Property is 'house, stable and greenhouses.' In 1938, a building permit was issued by to Charles Thayer for the set-up and rebuild of an old greenhouse located on the Property. (See attached Town of Milton Tax Records and Building Permit)

In 1963, Robert and Margaret Oldfield purchased the home of Roger Thayer's pre-existing, non-conforming farm site at 270 Hillside Street to grow their business. In 1967, the Oldfield's were granted a Special Permit

by the Zoning Board of Appeals to construct a greenhouse and lath house and for the purpose of selling produce and plants as well as mulches and other fertilizer type products and to conduct a landscaping business. In 1976, The Oldfields purchased the property at 0 Forest Street, an additional lot at the rear of the Nursery. In 1987, The Oldfields purchased the property at 24 Forest Street. The Special Permit was amended by the Board of Appeals to allow the new lots to be used in conjunction with the nursery business, to allow for the erection of a display room and an office, and to authorize the sale of products raised on the premises and for the display and sale of items accessory to the sale of such products, including garden tools and firewood.

(This additional acreage gave the Oldfield's the minimum 5 acres needed to qualify for agricultural exemption. This exemption lies in Mass General Law 40A Section 3, commonly known as the "Dover Amendment." It protects and exempts certain religious, educational and agricultural uses from local zoning restrictions. As far back as the 1950's, state law has afforded certain protections to agricultural uses and in the mid 1970's, the protections were expanded to enable 5 acres or more, meeting certain financial criteria, even if not specifically zoned for agriculture, to conduct agricultural operations without being unreasonably regulated by municipalities. Milton Zoning Bylaw, Section III-A-4a, also allows agricultural uses as a matter of right on parcels of 5 acres or more, provided that all produce sold be grown on the premises. MGL 40A Section 3 would overrule the restriction in Milton bylaws that mandate "grown on premises" as this law sets specific parameters and allows for certain amount of products to be grown at other locations and sold on the premises.

In 2002 and 2005, the Oldfields purchased 217 Hillside Street and 237 Hillside Street, respectively.

(In 2010, MGL 40A Sections 3 was amended by increasing protections for agriculture by reducing the acreage requirement to include a parcel of only 2 acres or more. Reiterated throughout documents pertaining to the legislative history, it is stated that their intent is to encourage and promote agricultural uses throughout the Commonwealth.)

In 2010, the Milton ZBA declared the use of the Properties located at 217 and 237 Hillside Street were appropriately protected by MGL 40A Section 3 because it consists of (2) two acres or more, and was being used for the primary purpose of commercial horticulture.

From 1963 to present, the Oldfield Family has resided on the Property, has held ownership of the Thayer Nursery Corp. and has operated continuously as a nursery agribusiness selling bulk mulches, soils, and firewood as well as conducting a landscaping business at the Property. The current operators are Josh Oldfield, who holds a B.S. in Landscape Design and Horticulture from The University of Maine, and Maggie Oldfield, who holds a B.S. in Business Administration from St. Michael's College; both are Accredited Organic Land Care Professionals (AOLCP.)

2. Definition of Landscape Business Use; Permissible Activities

Thayer Nursery provides landscaping services in conjunction with its horticultural nursery and agribusiness. Thayer Nursery's landscaping services include installing and maintaining lawns, trees, yards, shrubs, gardens, patios, walls, walkways, drainage systems, and other related outdoor areas which are owned by others.

In 2012, Thayer Nursery had in its employ (19) nineteen employees. (See attached Employee List.) In 2012, Thayer Nursery was issued (11) eleven Vehicle Registrations from The Commonwealth of Massachusetts for its pieces of equipment that required such registration. The remaining (8) eight pieces of equipment that Thayer Nursery owned in 2012 do not require plates. (See attached Vehicle List and Registration.)

Finally, Thayer Nursery received and handled an aggregate volume of bulk agricultural/earth materials, which is used across its agribusiness, including its Landscaping Business. The aggregate volumes are identified on the attached Agricultural Materials Schedule.

Thayer Nursery is comprised of several interests but the activities of the Landscape Business Use shall include:

- (a) Landscaping Services: Thayer Nursery has been providing landscaping services to off-site clients since 1965. (See attached 1968, 1969 and 1984 Milton Record Transcript advertisements.) Modern-day nursery/landscaping services refer to any activity that modifies the visible features of an area of land, including the sale, delivery, and installation of trees, shrubs, annuals, perennials, sod, seed, loam, mulch, compost, walls, walkways, patios, drainage systems and other related materials and services that are needed to implement all aspects of a landscape design for properties that are owned by others to enhance the quality of their local living.
- (b) Snow Management Services: Thayer Nursery has been providing snow plowing and ice management services for municipal, institutional, business and residential customers since the 1960's, one of Thayer Nursery's largest client was Milton Hospital. (See attached 1979 Milton Record Transcript advertisement and Invoices.) Snow Management Services include plowing, snow blowing, sanding, salting, and the removal of large quantities of snow using bobcats, front end loaders and dump trucks from the site.

3. Landscape Business Use May Exist on a Lot With Other Uses, Including Agricultural, Greenhouse, Nursery and/or Residential

○ Thayer Nursery is a pre-existing, non-conforming agribusiness consisting of multiple related businesses, including horticultural nursery, greenhouse and garden shop that grows, nourishes, maintains, manages and sells plant material, landcare products, garden ornamentation and decorations, Christmas trees and related items, bulk earth and agricultural materials including soil, compost, mulch, sand, stone and firewood.

Thayer Nursery seeks to reintroduce its landscaping, firewood delivery and snow management services in conjunction with these uses. As used in this subsection, a lot shall be deemed to include all contiguous lots, including lots that may be separated by a road or waterway, under common ownership or lease. (See attached Massachusetts General Law.)

(a) Nursery: Thayer Nursery grows, nourishes, maintains and manages fruits, vegetables, berries, ornamental plants and shrubs, flowers, sod, trees, nursery and greenhouse products for the purpose of selling and planting these products in the regular course of business. Thayer Nursery specializes in growing trees, evergreens, deciduous shrubs, perennials, herbs, groundcovers to a usable size. Thayer Nursery is a modern-day garden center that sells and installs the most current products and trends in the nursery, garden center and landscaping industry. The Nursery's services include the sale of agricultural and earth materials that include composts, soil, mulch, stone, masonry products, tools and equipment that are needed for tending after a garden or landscape, firewood, and other items needed for decorating the landscape, the garden and the patio including but not limited to garden ornamentation, furniture, giftware and seasonal decorating items.

○ Thayer Nursery receives bulk agricultural and earth materials to the Property that is available for nursery sales. Bulk agricultural and earth materials are available for pick-up from the Property or are delivered to off-site clients. Thayer Nursery seeks to receive, store and deliver all bulk agricultural and earth materials at and from the Property.

Thayer Nursery's Seasonal Farmers and Artisan Markets shall be the sought-after destination for fresh, seasonal produce, meat, seafood and poultry grown by family farmers as well as unique, one-of-a-kind crafts created by local artisans. More than just a shopping trip, markets have become integral parts of regional food systems, economies, and social networks. Markets offer a place to connect with neighbors, meet local farmers, and support many local, independent small businesses all in one location. Thayer Nursery aims to educate the community about agricultural diversity and sustaining a vibrant local economy. (See attached MFB letter and MDAR Law Memos.)

(b) Christmas Trees and Holiday Season Sales: Thayer Nursery sells Christmas and Holiday items between the Friday after Thanksgiving and New Year's Day. These products include trees, wreaths, greenery, flowers, giftware and other seasonally appropriate holiday decorating items that are grown or fabricated elsewhere. These products are seasonally staged in the fields along the left (north) of the main driveway and to the left of the Garden Shoppe and GreenHouse, as shown on the Plan. The wreaths are staged under and around the Shed, the Lath House and in the LandCare Yard. Christmas trees and holiday season sales shall occur in the Garden Shoppe, the Barn, the Shed, the Green House and the Lath House. Because sales shall occur up until 9:00 pm, outdoor lighting is used. Lights are located on the Existing Plan and the Lighting Plan and shall be directed downward and into the Property so as to avoid light spillage onto abutting properties.

(c) Firewood Sales: Thayer Nursery began receiving, selling and delivering firewood from its property since 1966. Firewood is a common and accepted product customarily found at nurseries. Nursery customers currently purchase and load small quantities of firewood into personal vehicles by hand or may purchase larger quantities to be loaded into the back of vehicles or into small trailers. Thayer Nursery seeks to receive and deliver firewood to the homes of their off-site clients from the Property. (See Delivery Schedule, MFB letter and Advertisement, supra)

(d) Snow and Ice Management Services: Thayer Nursery provides snow and ice management services off-site, for municipal, institutional, business and residential customers. Snow management services shall operate seasonally and as necessary to meet the snow and ice conditions. Typically, the snow service season is from December thru March.

(e) Landscaping Services: Thayer Nursery has been providing landscaping services since 1963. In 2014, these operations were moved off-site to a rented yard in Canton; it seeks to reintroduce the landscaping operation at the Property. Modern-day nursery/landscaping services refer to any activity that modifies the visible features of an area of land, including: living elements, such as flora or fauna; the art and craft of growing plants with a goal of creating a beautiful environment within the landscape; natural elements such as landforms, terrain shape and elevation, or bodies of water; human elements such as structures, buildings, fences or other material objects created and/or installed by humans; and abstract elements such as the weather and lighting conditions.

Landscaping Services include the installation, construction and maintenance of trees, shrubs, sod, seed, loam, mulch and related materials such as stone, stone dust, gravel, pavers, landscape ornamentation, timbers and related materials that are needed to implement a full and complete landscape design for off-site properties owned by others to enhance the quality of their local living. These services are provided seasonally from March through December and will be staged within in the LandCare Yard.

4. Plans, Rules and Specifications of a Landscape Business Use

The attached Site Plan identifies existing and proposed conditions and tracks the list of required plans. The main Property is known as 270 Hillside Street, is bounded partially by Hillside and Forest Streets and consists of 5.35 acres of land. The Nursery also operates on property known as 217 and 237 Hillside Street. This portion of the Property consists of 3.69 acres. In total, Thayer Nursery operates on more than 8.5 acres. The Site Plans contains the following elements:

(a) Existing Conditions Plan

This Application contains an Existing Conditions Plan prepared by DeCelle Burke & Associates, dated December 22, 2014, revised February 6, 2015. The plan identifies buildings, including location, height and square footage, existing site topography, driveways, landscape, natural features, and areas of use at each of the properties. The utility services, including water and sewer, are already existing onsite.

(b) Deeds and Leases

As required, copies of deeds and leases have been provided. (See attached)

(c) Wetlands Plan

There are no wetlands on the property. (See attached report of EcoTech, Inc., dated February 5, 2014)

(d) Drainage Plan

Drainage is shown on the Existing Conditions & Drainage Plan prepared by DeCelle Burke & Associates, Inc., revised February 25, 2015. Drainage is also described in the report prepared by DeCelle Burke entitled "Engineering Report for Existing Nursery and Landscape Business in Milton Massachusetts" dated February 25, 2016 (See copy attached)

This plan identifies drainage features that are proposed to manage the flow and retention of stormwater on the Property. The drainage system is designed to incorporate low impact development techniques, to minimize non-point source stormwater flow and to prevent the generation of additional stormwater by reducing impervious surfaces, disrupting flow paths, maximizing open space and protecting natural features.

The combination of these four major changes to the Property will significantly improve stormwater management of the site:

1. Installation of a drainage trench along the southerly property line, from Forest Street to a point that is easterly of the Wood Barn. This trench is sited to catch and retain the non-point source of water flow coming down Forest Street from the uphill neighbors and the Blue Hills. It is intended to ensure that other mitigation features proposed to be installed such as the berm along the southerly boundary line, do not cause stormwater to be redirected to the property to the south. The drainage trench is three (3) feet deep and lined with filter fabric, sand and crushed stone. (See attached photos)
2. Leach pits that will connect to the trench and which will disperse the stormwater underground in the area to the east of the Wood Barn.

3. Removal of impervious surface in the area to the east of the Wood Barn to be replaced with new loam and nursery stock area. This new vegetated grow-out field will naturally reduce storm water runoff. The plant material will capture and store rainfall in their canopies, their roots and their leaf litter, the planted field will create conditions that promote the infiltration of storm water into the soil, it will help slow down and temporarily store runoff, and it will reduce pollutants.
4. A series of Cultec chambers in the low area on the northeasterly section of the property proximate to and parallel to Hillside Street, which will tie in to the town's storm drain system in Hillside Street.

(e) Landscape Plan

Proposed modifications to landscaping are as shown on the Proposed Conditions & Drainage Plan. Descriptions are included in the Noise and Attenuation Plans within the Mitigation Plan. New features include the following:

1. A new and expanded nursery stock area in the southeast corner of the Property shall be created. Thayer Nursery shall remove approximately 10,800 square feet of this gravel area and install a softer compost/loam mix in its place. Nursery stock will replace an area of essentially impervious gravel that formerly served as the main landscaping operations area. This new grow-out area will reduce the impact of operations by minimizing the conditions that contributed to dust creation; it will also increase the existing 30' natural buffer by adding an additional 50' of new nursery stock for the easterly abutters. This new nursery stock will capture, retain and reduce dust migration to the abutting properties.
2. A (8') eight foot pressure treated fence with 6"x 6" posts, placed (8) eight feet on center, will be installed on a 1' high planting berm along the southerly property line and shall be set back (15) feet from the lot line. The fence will run from the back right corner of the Wood Barn approximately (240) two hundred forty lineal feet towards Forest Street. This fence shall be treated with sound attenuation material to muffle the sound of operations in the LandCare Yard. (See description provided in Mitigation section)
3. Evergreen plant material will be sited to soften the appearance of the fence and to create an increased buffer at elevated heights. This new natural evergreen buffer will capture, retain and reduce the dust migration to the abutting property and shall be taller than the proposed fence. They will be planted approximately (16') sixteen feet apart on the abutter's property and shall be sited with input from Pam Lepore, the abutter.

Evergreen Plant List On Abutters Property:

(13) Norway Spruce (10-12')

Evergreen Plant Material on Thayer Nursery Property:

(11) Arborvitae 'deer resistant' (10-12')

4. A (10') ten foot pressure treated fence with 6"x 6" posts (8) eight feet on center shall be installed from the existing deer fence and run approximately (120) one hundred twenty feet along the easterly property line. It shall run parallel to the property line and shall be set back approximately (30) thirty feet. The top of fence shall be at elevation 194, approximately (12) twelve feet above the ground elevation of abutting properties.

(f) Operations

Thayer Nursery proposes the following for its Landscape Business Use operations:

1. Hours of Operation for Landscape Business Use:

Monday thru Saturday 7:00am - 6:00pm

○ Provided that the use of equipment, including bobcats, for loading and unloading plant and materials may occur:

Monday thru Friday 7:00am – 6:00pm

Saturday 8:00am – 5:00pm and Sunday 10:00am – 3:00pm

It is further suggested that if equipment use is needed outside of these hours, the operators will maintain a log stating the type, the time of delivery and the reason why it was made out-of-hours.

2. Receiving/In-Coming Delivery Plan: The Proposed Conditions & Drainage Plan identifies the location of driveways and loading/unloading areas on the property at 270 Hillside Street. All loading and unloading will occur either inside the Wood Barn (firewood) or in the LandCare Yard at least 40' from the southerly property line. (The Proposed Conditions & Drainage Plan depicts the main LandCare operations area.)

Incoming deliveries shall be scheduled to occur Monday – Friday between the hours of 9:00 am and 2:00 pm. A log of incoming deliveries shall be kept onsite for review by the proper permit granting authorities as needed.

A standard set of delivery directions (See attached) will be provided to all suppliers, which will provide that deliveries are to follow I-93 to Route 28 North (Randolph Ave.) to a left on Hillside Street and a left on Forest Street. Directions will note that Chickatawbut Road from either Route 28 and from the Houghton's Pond area come under the jurisdiction of DCR, which does not allow over-sized truck traffic. In conjunction with the Town's Department of Public Works, street signs will be prepared and installed establishing a truck delivery route for incoming deliveries of bulk products to the property.

The plan identifies the direction of travel for all trucks operating on the site. Incoming trucks shall follow along the single driveway to the LandCare Yard that is centrally located on the Property. Incoming deliveries shall pull in to the LandCare Yard where the trucks shall be unloaded. Nursery Stock will be offloaded and will be prepared for planting in the appropriate field, Bulk Materials will be offloaded in the appropriate bin and other products will be offloaded and will be appropriately stored. Firewood delivery trucks shall drive past the Wood Barn and then back into the barn so that wood can be unloaded within. Upon completion of delivery, the delivery truck will pull out back onto the main driveway and exit the Property by right turn onto Forest Street, then right onto Hillside Street to Route 28 (Randolph Avenue).

To the extent possible, backup alarms on bobcats and loaders that are used to fill the trucks will be deactivated, or set at the lowest sound level possible. Landscape Business Use trucks will be in compliance with Mass General Law Chapter 90 Section 16A.

3. Bulk Agricultural/Earth Materials: All bulk agricultural/earth materials shall be properly stored in three-sided contained bins that will be set back approximately 40' feet from the southerly lot line shown on the Plan. The bins shall be made of concrete block and shall either abut the Wood Barn or the existing interior fence along the property line of 24 Forest Street, the home of Josh Oldfield. Any requirements of 527 CMR 1.00, Chapter 31 shall be obtained and shall be kept current prior to the storage of such bulk agricultural/earth materials. The LandCare Yard will provide a safe, quiet and convenient delivery and pick up area for suppliers and nursery customers. Bulk agricultural/earth materials are received and managed for sale and distribution in the LandCare Yard and in the Wood Barn on a seasonal basis.

Aggregate Volume Chart on Annual Basis:

Agricultural Material	Total Volume cubic yards	Total Deliveries to nursery	Average Deliveries per Week	Maximum Deliveries per Week
			40 weeks excluding firewood	40 weeks excluding firewood
NutriMulch	3300 cy	55	1.4	4
Hemlock Mulch	1000 cy	16	0.4	2
Playground Chips	350 cy	6	0.15	1
Loam	1500 cy	25	0.6	4
NutriSoil	1500 cy	25	0.6	4
Organic Gro Compost	2000 cy	33	0.8	4
Stone 3/4" stone, dense grade, stone dust	2000 cy	33	0.8	4
Sand	500 cy	10	0.25	1
Firewood	1000 cords	50	.96	4

The delivery rates assume a 40 week long season (excluding firewood – 52 weeks) for the receipt and distribution of these materials and assumes an initial buildup at the start of each season and periodic refills, based on the specific material. Each of the material bins described in the Building Plan below, has a capacity of approximately 160 cubic yards. Thayer Nursery will fill each at the start of the season and reorder when volumes drop to 40 cubic yards. There are occasional weeks when there will be as many as four deliveries of a particular product, particularly for Nutrimulch in May and June, which is the busiest period for such material. Likewise, there will be occasional weeks in September and October when there will be as many as four deliveries of firewood.

The LandCare Yard and the materials in the bins shall be watered regularly by means of the (5) five permanently mounted sprinklers, by hand or by tank irrigation as needed. Sprinklers shall be installed proximate to the storage bins, as shown on the Plan. The LandCare Yard shall be irrigated a minimum of (3) three times per week for a minimum of (15) fifteen minutes or as needed to control dust and odor.

- Dust will be mitigated on the Property using best practice methods which include the use of (20) twenty permanently mounted over-head sprinklers placed throughout the Property as shown on the Plan, or by hand or tank irrigation regularly. There are 9 within the nursery stock area in the northeasterly quadrant of the property; 5 in the southeasterly quadrant of the property; 2 along the westerly side of the Wood Barn; 2 along the westerly edge of the LandCare Yard; 1 on the southerly side of the Garden Shoppe; and 1 on the northerly side of the Garden Shoppe. Depending on weather conditions, the sprinklers will be turned on a minimum of (3) three times per week for a minimum of (15) fifteen minutes or as needed to water the nursery stock and to control dust.

- 5. The beds of the Landscape Business Use dump trucks used for firewood delivery shall be muffled with $\frac{3}{4}$ " thick rubber matting of the type found in hockey rinks and gym weight rooms. The matting will serve to muffle the noise of initial loads being deposited in the trucks. (See attached.)
- 6. The 217 and 237 Hillside Street properties will be used for composting, the storage of materials that are the by-products of the composting process and for the growing of nursery stock. (See attached MDAR Composting Certificate.)
- 7. Thayer Nursery contracts with public and private entities to perform snow and ice management services on public ways, private parking lots and driveways, and the like. Snow and ice removal is a seasonal business. As much as possible, the equipment used for the snow plow services will be prepared, equipped and stored in the Wood Barn before and after use. Off-season plows and other equipment shall be stored neatly in the LandCare Yard.

(g) Parking Plan

The parking areas and driveways are shown on the Proposed Conditions & Drainage Plan. Thayer Nursery proposes a total of 34 parking spaces to be shared among its customers, employees and for the parking of its vehicles when not in use. These do not include area within the Wood Barn for the parking of bobcats and other equipment when not in use nor does it take into consideration the available additional parking at the 217 site or at the accompanying dwellings. In particular, spaces numbered 1-16 on the Plan shall be reserved for customers; spaces 17-24 shall be reserved for employees; and spaces 25-34 are available for the parking of equipment when not in use. (Please see attached Parking Schedule portion of the Plan)

The customer requirement for the Landscape Business Use is very minimal. Most clients of the Landscape Business Use are met at their homes off the Property. However, the sixteen spaces allocated to customers is more than adequate to handle routine nursery customer parking on the site.

Thayer Nursery also conducts seasonal special events. Any necessary permits and/or appropriate law enforcement assistance which may be needed to aid in the management of temporary, on-street public parking shall be obtained from the Milton Police Department.

The driveway and parking areas shall be maintained in good condition and shall be free from litter. Lighting shall ensure safe movement of vehicles and people after dark. Clearance of snow from the parking areas and driveways as reasonably necessary for motorists and customer use shall be the responsibility of Thayer Nursery.

(h) Building Plans

All of the buildings on the Property are as identified on the Existing Conditions Plan. The closest building to any lot line is the Dry Storage shed attached to the rear of the Wood Barn, which is located 37' from the southerly lot line at its closest point. The following buildings and relevant areas are identified on the Plan:

- 1. The Garden Shoppe is located as shown on the Plan. The Garden Shoppe was constructed in 1987. It is two stories tall with a height of 24.5 feet and contains 1,620 square feet. The Garden Shoppe is used to display seasonally appropriate and accessory garden products customarily sold at nurseries, including potting soil, pottery, seed starting supplies, composts, fertilizers and other soil amendments. It also houses the office and administration spaces and is the primary location where retail sales are conducted.

2. The Green House is located as shown on the Plan. The GreenHouse was constructed in 1967. It is a one story structure with a height of 11.4 feet and contains 2,552 square feet. The Green House is used to grow, nourish and maintain seasonal plant material including annuals, perennials, herbs and vegetables.
3. The Lath House is located as shown on the Plan. The Lath House was constructed in 1987. It is a one story structure with a height of 10 feet and contains 1,930 square feet. The Lath House is used to grow, nourish and maintain seasonal plant material, including annuals, perennials, herbs and vegetables.
4. The 1798 Barn is located as shown on the Plan. It is a historic three story structure with a height of 28 feet and contains 2,518 square feet. The 1798 Barn is used to display seasonally appropriate and accessory garden products customarily sold at nurseries including pottery, trellises, fire pits, garden ornamentation, garden benches and related furniture.
5. The Shed is located as shown on the Plan. It is a pre-existing one story structure with a height of 16.1 feet and contains 414 square feet. The Shed is used to display seasonally appropriate and accessory garden products customarily sold at nurseries including fertilizers, insect and fungus controls, peat moss and other bagged products.
6. The Wood Barn is located as shown on the Plan. The Wood Barn was constructed between the years of 1990-1993. It is a three-sided structure with a height of 23.3 feet and contains 3,299 square feet. The Wood Barn is one of few such structures constructed for the purpose of storing firewood. It provides a sturdy and permanent enclosure to minimize dust and noise and to insure dryness and protection of product. It has a concrete floor and its side-walls contain steel trusses and columns, using wood as a secondary framing material. It is used during the firewood season (late-summer until mid-spring) to store firewood for purchase at both retail and for delivery. Off-season, it is used to store seasonally appropriate and accessory garden products customarily sold at nurseries including bagged soils, mulches, peat moss, stone, fertilizer, insect and fungus controls. The Wood Barn shall also be the location designated for routine equipment repair and storage.
7. The Tool Shop is located as shown on the Plan. The Tool Shop was constructed in 2005. It is a one story structure with a height of 15 feet and contains 1,263 square feet and is connected to the Wood Barn. The Tool Shop is used to house tools, rakes, shovels, wheel barrels, burlap, drainage pipe, hammers, compressors, compactors, aerators and other equipment and supplies for nursery and land care activities.
8. The Fuel Shed/Dry Storage is located as shown on the Plan. It is a one story structure with a height of 12.6 feet and contains 437 square feet and is connected to the rear of the Wood Barn. The Fuel Shed houses and above ground fuel tank, which is recorded with the Milton Fire Department, as well as portable fuel containers, blowers, trimmers and other small equipment used for nursery and nursery services. Dry Storage is also used for the off-season storage of seasonally appropriate displays and merchandise.
9. The Recyclable/Compost Plot is located as shown on the Plan. It is a two-sided enclosed area containing approximately 100 square feet along the easterly side of the Wood Barn adjacent to the Tool Shop. The Recyclable/Compost Plot is the area that houses compost, dumpsters and recyclables, including grower pots and containers.
10. Bulk Agricultural/Earth Material Bins will be located along the westerly side of the Wood Barn and along the boundary of Josh Oldfield's house on 24 Forest Street. Nine new bins as shown on the Proposed Conditions & Drainage Plan shall be made of concrete block. Each of the 6 bins abutting the Wood Barn

shall be 30' deep and 13' wide. The bins will be installed at least 40' from the southerly property line. The 3 bins along the Oldfield property shall be 30' deep and 15' wide and shall be at least 50' from the southerly lot line. These bins will contain compost, mulch, soil, washed stone, dense gravel, stone dust and other stone material including bluestone, brick, cobblestone, and field stone. In addition, as discussed in the Dust Control Plan, sprinklers will be installed at the corners of the bins to control dust and odors.

(i) List of Business Activities

The following list sets out all the business activities of Thayer Nursery. Thayer Nursery seeks a Special Permit to reintroduce the Landscaping Services, Delivery of Firewood, and Snow Management Services.

1. **Nursery:** Nursery activities consist of a retail nursery and garden center that sells to the general public, to other nurseries, to commercial gardeners and landscapers, and to institutions. Thayer Nursery activities include the growing, nourishing, maintaining and managing of plant material, the sale of composts, soils, mulches, stone, masonry products, tools and equipment that are needed for tending after a garden or landscape, as well as other provisions needed for decorating the garden and landscape such as garden ornamentation, furniture, giftware and holiday decorating items. Mulch, soil, compost, stone are common and accepted products customarily sold at nurseries for pick-up and delivery. Nursery customers shall purchase and load small quantities of bulk material into personal vehicles by hand or may purchase larger quantities to be loaded into the back of their truck or small trailer. In addition, Thayer Nursery shall deliver and dump the bulk materials at the homes of their off-site clients so as to be installed by the client. An agricultural use is defined in and shall be conducted in accordance with Massachusetts General Law c. 128 s. 1(a), c. 40A s. 3 and c. 61A. The Nursery operates year-round with the primary months being April thru December. Nursery Sales typically occur in the Garden Shoppe, the Barn, the Shed, the Wood Barn and the growing fields.
2. **Christmas Trees and Holiday Season Sales:** In accordance with Milton Bylaw Section 111 A 7d, Thayer Nursery sells Christmas and Holiday items that include trees, wreaths, greenery, flowers, giftware and other seasonally appropriate holiday decorating items. These holiday materials are typically loaded into clients personal vehicles by hand. The sale of Christmas and Holiday traditionally occur from the last Friday before Thanksgiving Day to the following January 1. These sales are staged around the Shed, under the Lath House and around the Garden Shoppe. Christmas and Holiday Season is typically Thanksgiving thru December.
3. **Firewood Sales:** Firewood is a common and accepted product customarily sold at nurseries for pick-up, delivery. Nursery customers shall purchase and load small quantities of firewood into personal vehicles by hand or may purchase larger quantities to be loaded into the back of their truck or small trailer. In addition, Thayer Nursery shall deliver and dump firewood at the homes of their off-site clients. Firewood is loaded into Thayer Nursery trucks and is brought to the client's offsite location. Firewood is sold primarily September thru March. Firewood is shall be stored and staged in the Wood Barn. Firewood sales shall occur year-round with the months of September thru February being the most active.
4. **Landscaping Services:** Landscaping Services include the designing, installation, construction and maintenance of trees, shrubs, sod, seed, loam, mulch and related materials such as stone, stone dust, gravel, pavers, landscape ornamentation, timbers and related materials that are needed to implement a full and complete landscape design for off-site properties owned by others to enhance the quality of their local living. These services occur off the Property at the clients homes. Typically, Landscapers

prepare for their day in the morning by loading up any necessary plant material, bulk material and machinery needed for the project of the day. They then head offsite to design and install the project. At the end of the day, the Landscapers return to the Property, off-load any unused materials, unload tools and equipment and clean up trucks. If time allows, they start to prepare for the next day's project. These services are customarily provided seasonally from March through December and will be staged within in the LandCare Yard. The landscaping season is typically March thru November.

5. Snow Management Service Plan: Thayer Nursery provides snow and ice services off-site, for municipal, institutional, business and residential customers. Snow services shall operate seasonally and as necessary to meet the snow and ice conditions. Typically, the snow service season is from December thru February. As much as possible, the equipment in use for snow plow services will be prepared, equipped and stored in the Wood Barn prior to and after use.

(j) Mitigation Plan

Thayer Nursery proposes the following measures to mitigate the impact of its Landscaping Business Use on abutting properties:

1. Dust Control: There are 20 permanently mounted sprinklers located in various areas of the property. As shown on the Existing Conditions Plan, there are 9 within the nursery stock area in the northeasterly quadrant of the property; 5 in proposed the nursery stock area in the southeasterly quadrant of the property, 2 along the westerly side of the wood barn, 2 along the westerly edge of the proposed LandCare Yard, 1 on the southerly side of the Garden Shoppe, and 1 on the northerly side of the Garden Shoppe.

Thayer Nursery proposes to maintain the sprinklers as currently located, but will relocate the sprinklers in the LandCare Yard to the corners of the new material bins, as shown on the Proposed Conditions & Drainage Plan and the LandCare Mitigation Sheet, attached. Depending on weather conditions, the sprinklers will be turned on at least 3 times per week for 15 minute intervals as necessary to water the plant stock and to control dust.

In addition to the sprinklers, Thayer Nursery proposes to remove approximately 10,000 square feet of existing hard packed gravel in the area to the east of the Wood Barn and replace with a softer loamy surface and planted nursery products.

2. Noise and Odor Attenuation Plan – LandCare Yard: Thayer Nursery proposes to implement several measures to mitigate the impacts of noise, particularly in the area of the LandCare Yard, as depicted on the LandCare Mitigation Sheet, attached. An (8') eight foot pressure treated fence with 6"x 6" posts, placed (8) eight feet on center, will be installed on a 1' high planting berm along the southerly property line and shall be set back (15') fifteen feet from the lot line. This will provide a (9') nine foot noise attenuating barrier between the LandCare Yard and the southerly lot line. With the exception of the incoming delivery trucks making seasonal deliveries, the average height of Thayer Nursery's equipment is (9').) In-coming delivery trucks will not circle the Wood Barn, and unloading shall take place (40') forty feet inside the lot line. The fence will buffer trucks from view. Thayer Nursery proposes that the fence will run from the back right corner of the Wood Barn approximately (240') two hundred forty linear feet towards Forest Street. This fence shall be treated with sound attenuation material to muffle the sound of operations in the LandCare Yard. (Please see description of sound attenuation prepared by Cascade Engineering, attached.)

Evergreen plant material will be placed along the southerly property line to soften the appearance of the fence and to create an increased noise, dust and odor buffer at heights above 9'. This new natural evergreen buffer will be taller than the proposed fence. Norway Spruces will be planted approximately (16') sixteen feet apart on the abutter's property and shall be sited with input from the abutter, Pam Lepore. Arborvitae will be planted on the LandCare Yard side of the fence.

Evergreen Plant List on Abutters Property:

(13) Norway Spruces – 10-12' in height (initially)

Evergreen Plant Material on Thayer Nursery Property:

(11) Arborvitae 'deer resistant' – 10-12' in height (initially)

Materials that are delivered in bulk form, such as mulch, loam, stone, etc. will be stored in material bins to be erected and maintained along the Wood Barn and the westerly side of the Yard. Dust will be mitigated on the Property using best practice methods which will over-head sprinklers, hand or tank irrigation regularly as needed.

3. Noise, Dust and Odor Attenuation Plan – Area to the East of the Wood Barn: Most of this area was comprised of hard packed gravel, which was substantially impervious and dusty in dry weather. (See Area East of Wood Barn Sheet, attached) Approximately 10,000 square feet of impervious gravel surface will be removed and will be replaced with a softer loamy material to provide for a new grow-out area for nursery stock, as shown. This new grow-out area will reduce the impact of operations by minimizing the conditions that contributed to dust creation; it will also increase the existing 30' natural buffer by adding an additional 50' of new nursery stock for the easterly abutters. This new nursery stock will capture, retain and reduce dust migration to the abutting properties.

A (10') ten foot pressure treated fence, with 6"x 6" posts set (8') eight feet on center, will be installed along the back side of the nursery stock from the existing deer fence and run approximately (120) one hundred twenty feet along the easterly property line. The fence will run parallel to the property line and be set back approximately (30) thirty feet. The fence will be situated such that the top of the fence will stand at elevation 194', an elevation that is 12' above the ground of the abutting property, which is at elevation 182.

Approximately (8) eight evergreens shall be spot sited and planted along the easterly lot line (Cole Property with input from the Coles) to increase the density of the existing established berm. These evergreens shall consist of a mix of Arborvitae 'Green Giant' (8-10'), White Pine (8-10') and Norway Spruce (8-10').

Dust will be mitigated in this area by over-head sprinklers or by hand or tank irrigation regularly as needed.

4. The drainage trench located along the southerly property line as shown on the Plan will be installed. The trench will extend from Forest Street turning into the gravel area east of the Wood Barn into an underground set of leach pits as shown on the Drainage Plan. This trench is sited to catch and retain the non-point source of water flow coming down Forest Street from the Blue Hills and from the uphill neighbors. The drainage trench shall be 3 feet deep, and lined with filter fabric, sand and crushed stone.

5. Sound attenuating matting shall be installed in the beds of the delivery trucks that are used for firewood deliveries. This matting will minimize and absorb the sound of the firewood as it is being deposited into the bed of the truck.
6. In the event that delivery truck traffic cannot adequately access the business property due to the narrow nature of both Hillside and Forest Streets, Thayer Nursery shall make necessary improvements to minimize and repair damage to edges of roadway, as needed. As an example, Thayer has placed large stones/boulders along the edge of pavement on the side of Forest Street that is opposite the main entrance to the Property. Thayer Nursery has installed 3/8" crushed stone in front of the Properties located at 217, 237 and 270 Hillside as well as 24 Forest Street. This area essentially provides additional space for either pedestrian or horse use because a sidewalk is not present or it provides additional area to accommodate trucks. Thayer Nursery would be willing to install similar stone in front of any neighbor's property upon request.

(k) Lighting Plan

Exterior lighting is as shown on Existing Conditions Plan and the Lighting Plan. They are located as follows:

1. (4) Four 1,000 watt flood lights mounted: (1) one on The Barn at 13.1', (2) two on the Garden Shoppe at 22' and (1) one on the Shed at 10'.
2. (2) Two accent wall lights on either side of the doors on the Barn.
3. (2) Two accent wall lights on either side of doors on the Shed.
4. (4) Four florescent tube lights under-mounted on the ceiling of the porch of the Shed.
5. (8) Eight task lighting fixtures along the center of the roof of the Lath House.
6. (5) Five post lights along the site driveway entrance.
7. (5) Five light cans under-mounted on the entrance of the Garden Shoppe.

While most of the lighting is set at low elevation and low wattage, there are (4) 1,000 watt flood light fixtures that are used for security, and they are located as follows:

The first is located on the southeasterly corner of the Barn at a height of 13.1 feet and faces to the east over the nursery stock area and the area in which Christmas trees are sold. The second is located on the northern peak of the Garden Shoppe at a height of 22' and faces north over the same nursery stock area.

The third is located on the southern peak of the Garden Shoppe, also at a height of 22', and faces south to the proposed LandCare Yard. The fourth is located on the Shed at a height of 10' and also faces the LandCare Yard.

The Lighting Plan demonstrates that foot candle effect of each dissipates substantially before the light leaves the premises. (See attached Photometric Plan) However, Thayer Nursery proposes to adjust these flood lights by pointing them in a downward fashion, installing covers and insuring that these lights are shut off by 10:00 pm each night unless needed for safety. They shall be pointed downward so as to avoid light spillage into abutting properties and shall be turned off by 10:00 pm each night

(l) Street Improvement Plan

Thayer Nursery operates seasonal businesses on a year-round basis. Seasonally appropriate materials are delivered to the Property as described on the Delivery Schedule. Incoming deliveries are received by various sized trucks, including pickups, box vans, 10-wheel dump trucks and tractor trailers. Thayer Nursery will provide a standard set of delivery directions to all suppliers, which will provide that deliveries are to follow from 1-93 northbound on Randolph Ave. (Route 28) to a left onto Hillside Street,

then left onto Forest Street and into the property. Once on-site, trucks will proceed to the LandCare Yard for unloading, and then reverse their direction of travel to I-93 when complete.

Thayer Nursery shall repair and improve, as need and in a timely, any damage to the street shoulders or adjoining properties in the event truck traffic entering or exiting the Property causes harm. In particular, Thayer has installed large stones/boulders along the opposite side of Forest Street from the corner of Hillside Street to a point that is opposite the driveway entrance. The purpose of these boulders is to encourage large trucks to make tighter turns when entering and exiting the Property from Hillside Street. In order to prevent rutting and other damage, Thayer Nursery will install stone along Forest Street and the northerly sideline of Hillside Street where turns are made by the incoming delivery trucks. Thayer Nursery will continue to monitor and repair damage as it may occur.

(m) Sign Plan

Thayer Nursery owns five signs. Their locations are shown on the Existing Conditions Plan. There is one sign on Hillside Street opposite Harland Street and a second sign on Hillside, proximate to Forest Street. There is a third sign at the entrance to the Nursery at Forest Street. There is a fourth sign atop above the entrance to the Garden Shoppe. The fifth sign is located at the island at Hillside Street and Randolph Avenue. (It should be noted that Thayer Nursery provides an attractive landscaped setting on the island.)

(n) List of Vehicles

The equipment owned by Thayer in 2012 is identified on the Vehicle List; Thayer Nursery owns and operates all of the same equipment in 2015. The expected replacement date for each is included. All equipment shall be properly registered with the Registry of Motor Vehicles and shall be maintained in proper running order. All safety signals are inspected yearly when the equipment is inspected for their annual inspection stickers. Routine maintenance, repair or cleaning of equipment shall be performed inside the Wood Barn as possible. Landscape Business Use trucks will be in compliance with Mass General Law Chapter 90 Section 16A. (See attached Registration and Equipment List as of 2012.)

(o) Rules

1. Landscape Business Use trucks and equipment will comply with the idling laws of Mass General Law Chapter 90 Section 16A.
2. Vehicle movements will be forward-only as much as possible to minimize the effect of backup alarms.
3. Employees will wear earphones when listening to radios, CD players or the like.
4. If music is outdoors with a loudspeaker or amplifier, Thayer Nursery shall seek appropriate approval from the Town of Milton and shall position equipment so as not to intrude on abutting properties.

(p) Firewood Plan

Thayer Nursery has sold firewood from the premises since 1966. Firewood sales accounted for approximately 51% of all sales generated by Thayer Nursery from December through March. Incoming firewood deliveries to the Property will be scheduled to occur Monday through Friday between the hours of 9:00 am and 2:00 pm. The firewood is received from several foresters that are permitted to forest and sell firewood by their respective states. All deliveries typically arrive and are emptied at midday. In particular, some states restrict trucks from leaving the supplier's yard before 7:00 am. (See attached letter regarding Vermont environmental restrictions.) In 2012, Thayer received an average of 4 deliveries of

firewood per week for the months of September through November, and an average of 3 deliveries per week December through March. (See Delivery Schedule, *supra*.)

Trucks will pull forward to a point just past the Wood Barn, then back into the barn where the wood is off-loaded. Trucks are off-loaded using a “walking floor” mechanism. (For good demonstrations of the “walking floor”, please refer to https://www.youtube.com/watch?v=1m0_QFxP_m4&feature=youtu.be) The walking floor is a slow, quiet mechanism that pushes the load out the back of the truck in 12” intervals. The wood is then pushed to the rear of the barn by bobcat or similar equipment. A typical load fills up an area that is 25’ x 12’ (~300 sf), approximately 10% of the floor area of the Wood Barn itself, which contains 3,299 sf. Thayer Nursery maintains a maximum volume on-hand of 200 cords, which fills approximately half of the interior of the Wood Barn. Once emptied, the delivery trucks return to I-93 via Hillside Street and Randolph Ave.

Firewood is sold in two main ways; for pick-up by drive-in clients or delivered to off-site clients. Drive-in clients pull into the Wood Barn and their vehicles are either loaded by hand or machine. Most amounts sold are small – designed to fit in personal vehicles. The second is by delivery. Thayer Nursery delivers in its own dump trucks, up to 2 cords per load. The first two bucket fills can be loud as the wood is deposited into the dump trucks; Thayer Nursery proposes to mitigate that noise by installing $\frac{3}{4}$ ” thick, tough rubber matting in its dump truck beds, similar to that found in weight rooms, hockey rinks, etc. All loading will be done inside the Wood Barn in order to capture dust and muffle noise associated with the operation.

Firewood sales occur year-round with the months of September thru February being the most active.

(q) Snow Management Services Plan

Thayer Nursery operates a small snow plowing operation in which they provide snow and ice management services to residential, commercial and municipal clients. Equipment used in snow removal will be parked in the Wood Barn in season, and will be used on an as needed basis during snow and ice conditions. Off-season, equipment will be stored in the equipment storage area. Snow Management Services shall operate as necessary to meet the snow and ice conditions.

The snow management service season is typically from December thru February.

(r) Sales Plan of the Landscape Business Use

The sales office of the Landscape Business Use shares space with the Nursery. The Landscape Business Use office is located on the second floor of the Garden Shoppe. The Landscape Business purchases products from the Nursery that are available for sale located in buildings and grow-out fields located on the Property as outlined above in Section 4(h). The sales hours shall be Monday through Saturday, 7:00 am to 6:00 pm and on Sunday between 8:00 am and 6:00 pm

The landscaping season is typically March thru November.

(s) Christmas Trees and Holiday Materials Plan

Thayer Nursery has sold Christmas trees and other holiday items since approximately 1967. Such sales shall be in compliance with MGL 40a S3, 128 S1A and Section 111 A 7(d) of the Town of Milton Bylaws.

They take place daily between the day after Thanksgiving and New Year's Day, between the hours of 8:00 am and 9:00 pm. Deliveries to the Nursery are scheduled to occur Weekdays between the hours of 9:00 am and 2:00 pm. Trees are staged in the nursery stock area on in the northerly side of the main entrance driveway and in the area on the northerly side of the Garden Shoppe and the Lath House. Other holiday materials are sold from the Barn and the Garden Shoppe. Sales are made on a retail basis and they are hand loaded onto/into customer vehicles.

Christmas and Holiday Season is typically Thanksgiving thru December.

5. Requirements for a Landscaping Business Use

(a) Storage, Loading and Unloading of Materials

All bulk agricultural/earth materials shall be properly stored in three-sided contained bins that will be set back at least 40' feet from the lot line shown on the Plan. Any requirements of 527 CMR 1.00, Chapter 31 regarding the storage of mulches shall be obtained and shall be kept current prior to the storage of such bulk agricultural materials. The LandCare Yard and the materials in the bins shall be watered regularly by the (5) five permanently mounted sprinklers in the area or by hand or tank irrigation as needed. The LandCare Yard will provide a safe and convenient delivery and pick up area for suppliers and customers. OSHA Regulation, 29 CFR s. 1926.601 provides that backup alarms are not required if the operator has a clear view of the area behind the vehicles. Thayer Nursery believes that it may be able to turn off the alarms on its bobcats on the Property because the operator has rear visibility. Loading and unloading of bulk agricultural/earth materials using equipment used for the Landscape Business Use shall occur Weekdays between the hours of 7:00am until 6:00pm, Saturdays between the hours of 8:00am until 5:00pm and on Sundays from 10:00am until 3:00pm.

(b) Storage of Fertilizer / Fuel

The Wood Barn houses seasonally appropriate and accessory garden products including fertilizers, insect, weed and fungus controls. These types of products will be located inside the Wood Barn at least (35') thirty-five feet from the lot line. These fertilizer type products typically are organic in nature and come in liquid form stored in 55 gallon plastic barrels. They get deposited into the water tank/hydroseeder which is then diluted with water. They may also come in granular form packaged in water resistant bags that are stored on wooden pallets on the concrete floor of the Wood Barn away from any water source or drain basin. The appropriate product is applied on an as needed seasonal schedule. The Wood Barn keeps these products contained and dry and available for Landscape Business Use as needed.

The above ground Diesel Tank is located in the Fuel Shed that is attached to the rear of the Wood Barn. The Diesel Tank shall be properly stored approximately 35' feet from the lot line. Fuel delivery trucks shall be set back (35') thirty five from the property line when making deliveries. Diesel deliveries to the Nursery shall be scheduled Weekdays between 9:00 am and 2:00 pm. Thayer Nursery will restrict the time when it fuels its trucks and equipment on Weekdays between the hours of 7:00 am and 6:00 pm, and on Saturdays from 8:00 am to 5:00 pm. The fuel delivery truck shall be equipped with any necessary extension hoses to adhere to the setback requirement. Any requirements of 527 CMR 1.00, Chapter 31 shall be obtained and shall be kept current. The current Diesel Tank Storage Permit is on file with the Milton Fire Department (See attached)

For additional clarification, diesel fuel is the same as home heating oil; the only "difference" is that home heating oil contains a red dye so state and federal regulatory agencies can conduct inspections to insure the proper product is being used for the appropriate application. Both products have a very high flash point temperature. Flash point temperature is the minimum temperature at which the fuel will ignite (flash) on application of an ignition source under specified conditions. Flash point varies inversely with the fuel's volatility. Due to its higher flash point temperature, diesel fuel is inherently safer than many other fuels. The Diesel Tank storage area will kept clean and clear of debris.

(c) Operators of a Landscape Business

Josh Oldfield of 24 Forest Street, Milton 774-259-5555
Maggie Oldfield of 237 Hillside Street, Milton 774-259-5554

(d) Vehicles

All equipment shall be properly registered, inspected and shall be maintained in proper running order. To the extent possible, backup alarms on bobcats and loaders that are used to fill the trucks will be deactivated, or set at the lowest sound level possible. All safety signals and horns are inspected yearly when the equipment is inspected for their annual inspection stickers. Landscape Business Use trucks will be in compliance with Mass General Law Chapter 90 Section 16A and OSHA Regulation, 29 CFR s. 1926.601. Routine maintenance, repair or cleaning of equipment shall be performed inside the Wood Barn as possible. (The Registration and Equipment List as of 2012 is attached)

(e) On-Site Traffic; Loading; Deliveries

The Proposed Conditions Plan depicts the main LandCare operations area where loading and/or off-loading of trucks and equipment for Landscaping Business Use shall be concentrated. The driveway to the rear of the Wood Barn is located 15' of the lot line and the loading areas shall be located at least 30' of the south lot line.

The LandCare Yard shall be buffered by the Wood Barn, the sound attenuated fence and evergreens located along the southerly side of the property. Because the operator has rear visibility, Thayer Nursery believes that it may be able to turn off the back-up alarm of the Bobcat which will help minimize the impact of the Landscape Business Use. Thayer Nursery trucks will be in compliance with Mass General Law Chapter 90 Section 16A. Loading of the Landscape Business Use trucks will be scheduled to occur Monday through Friday between 7:00am until 6:00pm, Saturday between 8:00am until 5:00pm and Sunday between 10:00am until 3:00pm. With respect to any deliveries made outside these hours, the operators shall maintain a log stating the type and time of delivery and the reason why it was made out-of-hours.

Incoming deliveries shall be scheduled to occur Monday – Friday between the hours of 9:00 am and 2:00 pm. A log of incoming deliveries shall be kept onsite for review by the proper permit granting authorities as needed.

The plan identifies the direction of travel for all trucks operating on the site. Incoming trucks shall follow along the single driveway to the LandCare Yard that is centrally located on the Property. Incoming deliveries shall pull in to the LandCare Yard where the trucks shall be unloaded. Nursery Stock will be offloaded and will be prepared for planting in the appropriate field, Bulk Agricultural/Earth Materials will be offloaded in the appropriate bin and other products will be offloaded and will be appropriately stored. Firewood delivery trucks shall drive past the Wood Barn and then back into the barn so that wood can be unloaded within. Upon completion of delivery, the delivery truck will pull out back onto the main driveway and exit the Property by right turn onto Forest Street, then right onto Hillside Street to Route 28 (Randolph Avenue). Seasonal equipment may be stored off-season on-site so long as storage is orderly and space efficient.

(f) Outside Truck Traffic

Thayer Nursery will undertake to ensure that deliveries to the site shall be limited to the hours between 9:00 am and 2:00 pm on Weekdays. A standard set of delivery directions will be provided to all suppliers,

which will provide that deliveries are to follow 1-93 to Route 28 North (Randolph Ave.) to left on Hillside Street and left on Forest Street. Directions will note that Hillside Street and Chickatawbut Road from Route 138 come under the jurisdiction of DCR Road which does not allow over-sized truck traffic. In conjunction with the Town of Milton Department of Public Works, street signs will be prepared and installed establishing a truck delivery route for incoming deliveries. Thayer Nursery receives deliveries of materials on a seasonal basis, as described on the attached Delivery Schedule. Deliveries are received by various sized trucks, including large 10 wheel dump trucks and 48' and 50' tractor trailers. Thayer Nursery will monitor damage to sidelines of streets and restore same, as necessary, in conjunction with requests of affected property owners.

(g) Dumpsters

The dumpster and compost pile are located proximate to the rear of the barn and will be screened by the fence to be installed along the southerly boundary. Thayer Nursery shall ensure that movement and/or emptying shall be scheduled Weekdays only, between 10:00 am and 2:00 pm. The dumpster area shall be changed/cleaned at regular intervals to ensure that there will be minimal emission of dust or odors.

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	MLT.85
Historic Name:	Thayer, Bezer House
Common Name:	
Address:	270 Hillside St
City/Town:	Milton
Village/Neighborhood:	Scott's Woods
Local No:	
Year Constructed:	C 1798
Architect(s):	
Architectural Style(s):	Federal
User(s):	Agricultural; Single Family Dwelling House
Significance:	Agriculture; Architecture
Area(s):	MLT.C: Scott's Woods Historic District
Designation(s):	Nat'l Register District (11/5/1992)



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

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Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

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Saturday, July 28, 2012 at 10:18 AM

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, State House, Boston

West Blue Hill

P.D. South Woods



In Area no. 85 Form no. 85

Milton

MLT.85

Address 270 Hillside St.

Name The Bezer Thayer House

Present use Dwelling House, plant and
tree nurseries.

Present owner Robert Oldfield

Description:

1790-98

Source Hamilton's History of Milton.
Milton town records.
Type Hip roof Federal

Architect Unknown

Exterior wall fabric Clapboard

Outbuildings (describe) Barn and corn-crib

Other features

See architectural review

Altered Extensively Date 19th & 20th cens.

Moved Date

5. Lot size:

One acre or less Over one acre 4.75 acre

Approximate frontage 600 ft.

Approximate distance of building from street
50 ft.

6. Recorded by William J. Loughran

Organization Milton Historical Commission

Date May 5, 1978

(over)

DO NOT WRITE IN THIS SPACE
USGS Quadrant

MHC Photo no.

7. Original owner (if known) Probably Bezer Thayer

Original use Dwelling House and farm

Subsequent uses (if any) and dates Horticulture and plant nursery

8. Themes (check as many as applicable)

Aboriginal		Conservation	<input checked="" type="checkbox"/>	Recreation	
Agricultural	<input checked="" type="checkbox"/>	Education		Religion	
Architectural	<input checked="" type="checkbox"/>	Exploration/		Science/	
The Arts		settlement		Invention	
Commerce	<input checked="" type="checkbox"/>	Industry		Social/	
Communication		Military		humanitarian	
Community development		Political		Transportation	

9. Historical significance (include explanation of themes checked above)

The house and land at 270 Hillside St., site of the home of Robert Oldfield and his Thayer Nurseries, was probably built and first occupied by Bezer Thayer, an independent farmer, born in Braintree, 1768. Thayer likely moved to Milton in the 1790's, settled in the Scott's Woods area along Hillside St. and took up farming. He dabbled in real estate, as his name appears in a few real estate transactions in other parts of the town.

Bezer (probably a contraction of Ebenezer) died rather prematurely at age 44 in March, 1812. His will is interesting in that it provides a measure of the dramatic rise in property values between then and now.

House lot, 11 3/4 acres	\$418.
House	800.
Barn	78.
45 acres north side of road (Hillside St.)	<u>1800.</u>
Whole sum	\$3096.

The same property might be valued today at between three and four hundred thousand dollars.

Following Bezer Thayer's death, the property, with some partitions, stayed in the Thayer family to recent times. In Oct., 1938, the will of Charles Thayer transferred it to a Thayer estate. Robert Old field bought from the Thayer estate in Oct., 1963.

The following is a sidelight from Teele's History: "Eight years ago (1879) Henry F. Thayer, long a skilful florist in Roxbury, removed to Milton, his old home, and engaged in floriculture on Hillside St. where he is raising flowers for the market with great success."

10. Bibliography and/or references (such as local histories, deeds, assessor's records, early maps, etc.)

Norfolk will probate

Hamilton's History of Milton (1956)

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

MLT.85

Community: MILTON Form No: 85

Property Name: Bezer Thayer House

Indicate each item on inventory form which is being continued below.

(9). Robert Oldfield, on the same land, is currently raising plants, flowers and seedlings, with what success we will permit the gentleman, himself, to say.

Mr. Oldfield is chairman of the Milton Conservation Commission.

ARCHITECTURAL REVIEW

The Beza (Bezer) Thayer House, built before 1798, is typical of the Federal Style.

The main house, comprised of eight rooms (two rooms deep) is organized around a central hallway and 2 internal symmetrically placed fireplaces. The house is illustrative of the Federal Style concerns of symmetry and the use of graceful curved forms. The staircase, located in the central hall, ascends in an elliptical form. The front entrance is framed by side lights and an elliptical fanlight. The front porch (probably a later addition and at one time extending to 2 sides of the house) is supported by slender Doric columns. The massing of the original portion of the house is rather geometric with a low pitched hip roof.

An ell has been added to the rear of the house.

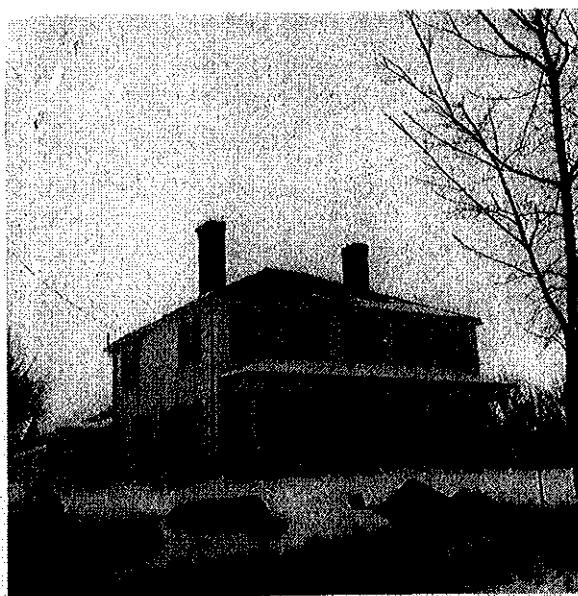
Also on the property are a small 'corn crib' and a large barn.

Respectfully submitted

Kathleen Fitzgerald

el/

MAR 67



Staple to Inventory form at bottom

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ADDRESS 2710 HILLSIDE STREET

23

7.08119

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DESCRIPTION OF
THE STATE

280

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House	CHARLES H THAYER AND CHRISTINE F CALDERWOOD
HOUSE	10900
STABLE	7000
GREEN HOUSE	6000
GREEN HOUSE	6000
HOUSE	7300
STABLE	4000
GREEN HOUSE	6000
HOUSE	7900
STABLE	4000
GREEN HOUSE	5900
HOUSE	7900
STABLE	4000
GREEN HOUSE	5900
HOUSE	2500
STABLE	500
GREEN HOUSE	500
HOUSE	2500
STABLE	500
GREEN HOUSE	400

Transfer Card Number	Date	Record Owner of Property	Book Page	Conveyance Number	Book Page	Deed Number	Deed Number
WIL 6-18-22		HENRY F. THAYER	Book 62230	32673	Book 62365	14388	14388
WIL 7-12-22		Charles H. Thayer					

Information from Building Inspector							
Year Built	Building Number	Previous Owner	Record Number	Record Number	Record Number	Record Number	Record Number
1925	32673		Book 62365	14388	14388	14388	14388

Deeds of Land Sold							
Conveyance Instrument	Transfer Number	Deed Number	Deed Number	Deed Number	Deed Number	Deed Number	Deed Number
Ellen Forbes		732	9-20-37	5.316A			

270 Hillside Street

Thayer, Charles H.

11,410 Set up and rebuild old Greenhouse 1/9/38

Visits

5/2/38

5/2/38

14/2/38

19/2/38

Completed

Thayer Nursery Employee List

Prepared By: Asha
Date: 1/15/2015
For: The Thayer Nursery Corp.
Customer Number: TNC1
Criteria: 01/01/2012 and 12/31/2012

Employee Name	Department	Social Security	Hours Work	Pay Quantity
1	N	XXX	XXX	XXX
2	L/N	XXX	XXX	XXX
3	L/N	XXX	XXX	XXX
4	L	XXX	XXX	XXX
5	L	XXX	XXX	XXX
6	L	XXX	XXX	XXX
7	L	XXX	XXX	XXX
8	L	XXX	XXX	XXX
9	L	XXX	XXX	XXX
10	L	XXX	XXX	XXX
11	N/L	XXX	XXX	XXX
12	L/N	XXX	XXX	XXX
13	L/N	XXX	XXX	XXX
14	N/L	XXX	XXX	XXX
15		XXX	XXX	XXX
16		XXX	XXX	XXX
17		XXX	XXX	XXX
18		XXX	XXX	XXX
19		XXX	XXX	XXX

Year	Expected Replacement*	Vehicle Description	Predominant Vehicle Use	Description Of Vehicle Use
2002	2017	Chevy Silverado Pickup	Nursery/Landscaping	Making sales calls and deliveries
2	2018	Chevy 5500 Dump Truck	Nursery	Delivery of plant material and bulk material
3	2016	Chevy Dump Truck	Nursery/Landscaping	Delivery of plant material and bulk material
4	2020	GMC TopKick Dump Truck	Nursery/Landscaping	Delivery of plant material and bulk material
5	1997	Mack Dump Truck	Landscaping	Delivery of plant material and bulk material
6	2019	Chevy 5500 Dump Truck	Landscaping	Delivery of plant material and bulk material
7	2021	Sprinter Van	Nursery	Pickup and delivery of plant material
8	2020	Water Tank/Hydroseeder	Nursery/Landscaping	Watering plant material, driveway and for installing new lawns
9	1998	2016	John Deere Excavator	Excavating trenches for irrigation, drainage, patios and walls
10	2021	2017	Bobcat 1	Planting of material in fields, loading/unloading plant and bulk material
11		2018	Bobcat 2	Planting of material in fields, loading/unloading plant and bulk material
12		2019	Bobcat 3	Planting of material in fields, loading/unloading plant and bulk material
13		2020	Bobcat 4	Planting of material in fields, loading/unloading plant and bulk material
14		2025	Trailer 1	Pick-up and delivery of plant material
15		2025	Trailer 2	Delivery of plant material and equipment
16		2025	Trailer 3	Delivery of plant material and equipment
17		2020	Bobcat Gator	Moving of plant material, mulching of fields
18		2020	John Deere Gator	Moving of plant material, mulching of fields
19		2017	Golf Cart	Moving of plant material, mulching of fields

*This Expected Replacement Date is only an estimated date.

Thayer Nursery shall NOT be considered NON-Compliant if equipment is not replaced according to the schedule above.

2011



THE COMMONWEALTH OF MASSACHUSETTS
www.mass.gov/mav

REGISTRY OF MOTOR VEHICLES

PARK

CERTIFICATE OF REGISTRATION

FEES	NUMBER OF OWNERS AND BUSINESS ADDRESS
REGISTRATION FEES	THAYER NURSERY CORP 270 HILLSIDE STREET MITTON, MA 02186
TOTAL	100.00
	220.00
	320.00

PLATE NUMBER	REGISTRATION NUMBER
PAN	1000
EXPIRATION DATE	10/06/11
EXPIRATION DATE	09/30/12

NAME OF OWNER
 FARMER
 BUSINESS
 ADDRESS

PERLESS INSURANCE

REGISTRATION NUMBER
 13127985370102
 PERIOD OF INSURANCE
 09/30/12

REGISTRATION NUMBER
 13127985370102
 PERIOD OF INSURANCE
 09/30/12

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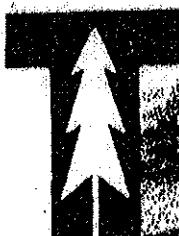
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Thayer Nursery
Bulk Agricultural Materials Schedule

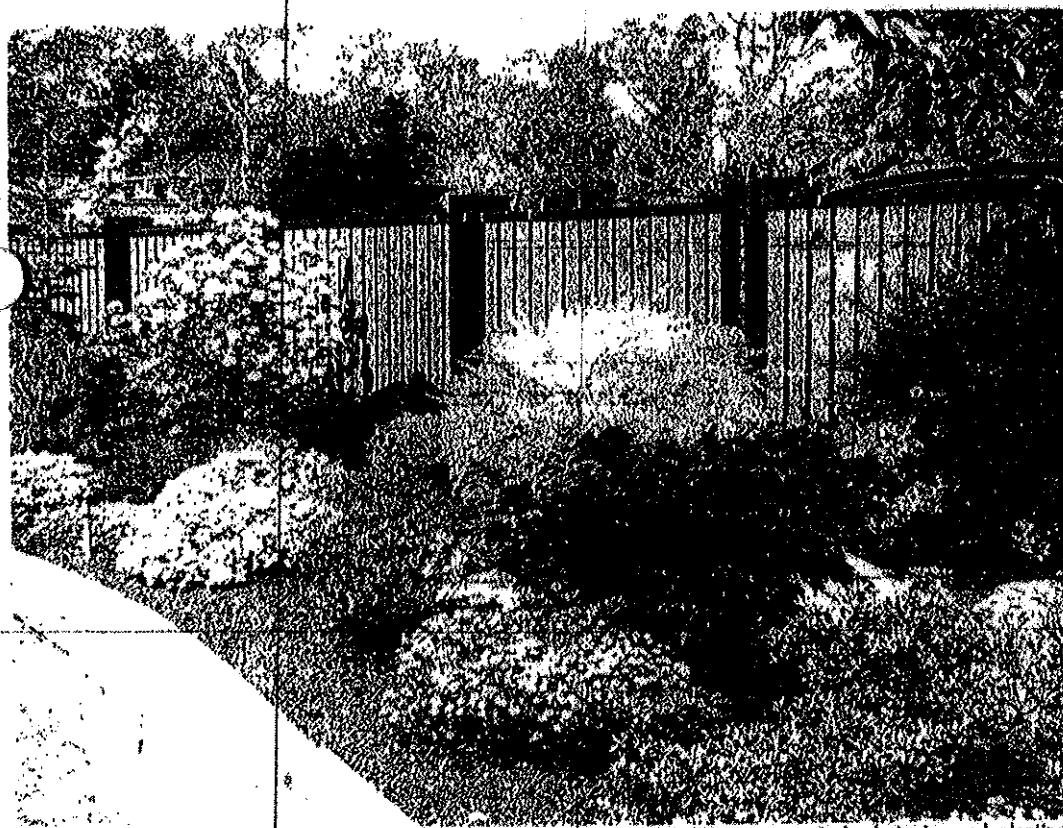
Material	Total Volume (cubic yards)	Total Deliveries to Nursery	Avgerrage Deliveries per Week (40 weeks excluding firewood)	Maximum Deliveries per Week (40 weeks excluding firewood)
Nutrimulch	3300 cy	55	1.4	4
Hemlock Mulch	1000 cy	16	0.4	2
Playground Chips	350 cy	6	0.15	1
Loam	1500 cy	25	0.6	4
NutriSoil	1500 cy	25	0.6	4
Organicro Compost	2000 cy	33	0.8	4
Stone: 3/4" stone, dense grade, stone dust	2000 cy	33	0.8	4
Sand	500 cy	10	0.25	1
Firewood	1000 cords	50	0.96	4



THAYER NURSERY

270 HILLSIDE STREET MILTON, MASS. 02186
TELEPHONE Area Code (617) 698-2005

LANDSCAPING



It may sound funny... but national beautification does begin in your yard! We are experts in designing and planting.

HARDY TREES

Decorative Shrubs

PEAT MOSS

FERTILIZERS

ANNUALS

SEED FLATS

AGERATUM
ALYSSUM
ASTER
BACHELOR BUTTON
CALENDULA
CLEOME
DAHLIA
MARIGOLD
NICOTIANA
PETUNIAS

PORTRULACA
SALVIA
DWARF
SNAPDRAGONS
VERBENA
ZINNIA
VINCA
TOMATO
PLANTS

SEEDLINGS



THAYER NURSERY
270 HILLSIDE STREET MILTON, MASS. 02186
TELEPHONE Area Code 617 698-2005

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Thayer is a professional nursery, doing business all year long in the town of Milton. We know what is best for your garden and lawn. Our many years of experience give you a feeling of confidence that we will do superior work and will always make you happy with your grounds.

We carry only the finest of products. Among these are Scotts, Heritage House, Greenfield and Old Fox. We use only tested methods and products in our work.

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TIME
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YOUR YARD**

OUR SERVICES INCLUDE

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We Carry and Use Only **FINE** Products.

Scotts

Greenfield

HERITAGE HOUSE

Old Fox

MRT
April 17
1969

HEADQUARTERS FOR HOME IMPROVEMENT

Rollicking; Colorful Climbers

ROSES

Spectacular Hybrid Teas

Superb Floribundas

PEAT MOSS

LIME

N.H. PINE BARK

BONE MEAL



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PANSIES

"The Dandelions Are Coming."

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& Fri. till 9
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773-0466

773-0333

9/12

A tape recorder was reported stolen from a Milton Village office. 9/13
A resident of Canton Ave. reported

three of which he completed at Milton High School. As a result of these courses and a few he added in his freshman year, Bruce has at-

THEY ARE HERE,

A biology major, Bruce plans a career in genetic engineering after completing his undergraduate and graduate studies.

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TIPS

TELL
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RENTALS
List:
Location
Number of
Rooms
Bath
Shower

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21

JUNIOR

Boys begin
Sat., Sept.
Girls begin

BOYS A

MIX

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For All your Gardening Needs

- Lawn Fertilizer • Peat Moss • Grass Seed
- Loam • Top Soil • Cow Manure • Annuals • Perennials • Vegetable Plants • and more . . .

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TELEPHONE Area Code (617) 698-2005



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LANDSCAPING

**FIGHT NOW IS THE BEST TIME FOR LAWN
SEEDING & LANDSCAPING**

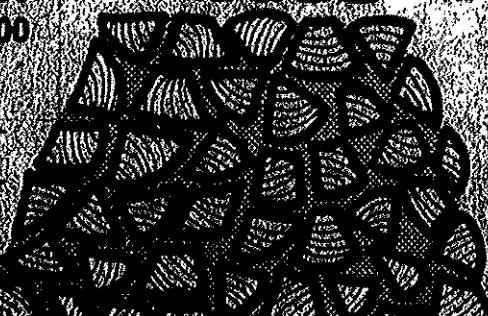
IT IS ALSO THE TIME FOR FALL MUMS IN STOCK

FIREWOOD

**PLACE ORDERS
EARLY FOR DELIVERIES**

	PICK UP	DELIVERED
1/4 cord	\$ 45.00	\$ 60.00
1/2 cord	\$ 90.00	\$105.00
3/4 cord	\$135.00	\$150.00
1 cord	\$180.00	\$175.00
1 1/2 cord	\$250.00	\$265.00
2 cord	\$330.00	\$350.00

**FIRE
WOOD**



Milton
Milton Transcript Sept 21, 1984

Milton Record Transcript
December 20, 1979

CHRISOM BRICK & STONE, INC.

Cash Receipt

Paid To:

Thayer Nursery Corp.

Received By:

Maggie Oldfield

Date:

February 3, 2012

Amount:

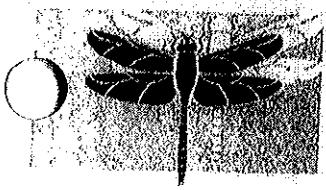
\$ [REDACTED]

For Plowing and Snow Removal

74 WATERLOO CIRCLE • DOVER, NEW HAMPSHIRE 03820

TEL 603-742-5280 • FAX 603-743-5190

WWW.CHRISOMBRICKANDSTONE.COM • CHRISOMBRICK@COMCAST.NET



RECEIPT of PAYMENT

John E. Driscoll
Landscaping

399 Reedsdale Road
Milton, MA 02186

Phone: 617-698-3109

Date: March 15, 2012

Vendor Name: Thayer Nursery

Vendor Address: 270 Hillside Street, Milton 02186

Total Paid: [REDACTED]

Cash or Check Number:

Memo: Plowing Services
February 2012

Authorized Vendor Signature:



399
Reedsdale
Road

Mass General Law

Chapter 128 (main definition of agriculture)

Section 1A. "Farming" or "agriculture" shall include farming in all of its branches and the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products upon forest land, the raising of livestock including horses, the keeping of horses as a commercial enterprise, the keeping and raising of poultry, swine, cattle and other domesticated animals used for food purposes, bees, fur-bearing animals, and any forestry or lumbering operations, performed by a farmer, who is hereby defined as one engaged in agriculture or farming as herein defined, or on a farm as an incident to or in conjunction with such farming operations, including preparations for market, delivery to storage or to market or to carriers for transportation to market.

Chapter 40a section3 (zoning protections)

[First paragraph effective until August 1, 2010. For text effective August 1, 2010, see below.]

Section 3. No zoning ordinance or by-law shall regulate or restrict the use of materials, or methods of construction of structures regulated by the state building code, nor shall any such ordinance or by-law prohibit, unreasonably regulate, or require a special permit for the use of land for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, nor prohibit, unreasonably regulate or require a special permit for the use, expansion, reconstruction or construction of structures thereon for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, including those facilities for the sale of produce, wine and dairy products, provided that either during the months of June, July, August and September of each year or during the harvest season of the primary crop raised on land of the owner or lessee, 25 per cent of such products for sale, based on either gross sales dollars or volume, have been produced by the owner or lessee of the land on which the facility is located, or at least 25 per cent of such products for sale, based on either gross annual sales or annual volume, have been produced by the owner or lessee of the land on which the facility is located and at least an additional 50 per cent of such products for sale, based upon either gross annual sales or annual volume, have been produced in Massachusetts on land other than that on which the facility is located, used for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, whether by the owner or lessee of the land on which the facility is located or by another,

except that all such activities may be limited to parcels of 5 acres or more in area not zoned for agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture. For such purposes, land divided by a public or private way or a waterway shall be construed as 1 parcel. No zoning ordinance or by-law shall exempt land or structures from flood plain or wetlands regulations established pursuant to the General Laws. For the purposes of this section, the term "agriculture" shall be as defined in section 1A of chapter 128, and the term horticulture shall include the growing and keeping of nursery stock and the sale thereof. Said nursery stock shall be considered to be produced by the owner or lessee of the land if it is nourished, maintained and managed while on the premises.

Chapter 40a section 3 REVISION

[First paragraph as amended by 2010, 240, Sec. 79 effective August 1, 2010. See 2010, 240, Sec. 206. For text effective until August 1, 2010, see above.]

No zoning ordinance or by-law shall regulate or restrict the use of materials, or methods of construction of structures regulated by the state building code, nor shall any such ordinance or by-law prohibit, unreasonably regulate, or require a special permit for the use of land for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, nor prohibit, unreasonably regulate or require a special permit for the use, expansion, reconstruction or construction of structures thereon for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, including those facilities for the sale of produce, wine and dairy products, provided that either during the months of June, July, August and September of each year or during the harvest season of the primary crop raised on land of the owner or lessee, 25 per cent of such products for sale, based on either gross sales dollars or volume, have been produced by the owner or lessee of the land on which the facility is located, or at least 25 per cent of such products for sale, based on either gross annual sales or annual volume, have been produced by the owner or lessee of the land on which the facility is located and at least an additional 50 per cent of such products for sale, based upon either gross annual sales or annual volume, have been produced in Massachusetts on land other than that on which the facility is located, used for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, whether by the owner or lessee of the land on which the facility is located or by another, except that all such activities may be limited to parcels of 5 acres or more or to parcels 2 acres or more if the sale of products produced from the agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture use on the parcel annually generates at least \$1,000 per acre based on gross sales dollars in area not zoned for agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture. For such purposes, land divided by a public or private way or a waterway shall be construed as 1 parcel. No zoning ordinance

or by-law shall exempt land or structures from flood plain or wetlands regulations established pursuant to the General Laws. For the purposes of this section, the term "agriculture" shall be as defined in section 1A of chapter 128, and the term horticulture shall include the growing and keeping of nursery stock and the sale thereof. Said nursery stock shall be considered to be produced by the owner or lessee of the land if it is nourished, maintained and managed while on the premises.

Chapter 61a (land in horticultural use define)

Section 2. Section 2. Land shall be considered to be in horticultural use when primarily and directly used in raising fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flower, sod, trees, nursery or greenhouse products, and ornamental plants and shrubs for the purpose of selling these products in the regular course of business; or when primarily and directly used in raising forest products under a certified forest management plan, approved by and subject to procedures established by the state forester, designed to improve the quantity and quality of a continuous crop for the purpose of selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising these products and preparing them for market.



Agricultural Law Memo

ALM 10-04

Revised November 19, 2010

TOPIC: Small Plot Farming: Amendments to Chapter 40A, Section 3

ISSUE: General Laws Chapter 40A, Section 3 ("Section 3") contains a conditional exemption for agriculture from zoning by-laws or ordinances, at the same time giving cities and towns the conditional power, by express provision in their ordinances and by-laws, to limit this exemption to parcels of stated minimum size. The purpose of this ALM is to explain the parcel size limits that zoning by-laws and ordinances may impose.

Chapter 40A, Section 3, provides a conditional exemption from zoning on parcels of land whose primary purpose is commercial agriculture, whether relating to the use of land or the construction and use of agricultural structures. Section 3 provides that no zoning ordinance or by-law may prohibit, unreasonably regulate, or require a special permit for agricultural uses that satisfy the conditions established or authorized by that section. Those conditions are: (1) whether the primary use of the parcel is "commercial agriculture" within the very broad definition of agriculture laid down in G.L. c. 128, Section 1A; (2) whether the parcel is zoned for agriculture; (3) whether the parcel meets or exceeds the applicable minimum size limit imposed by the ordinance, by-law, or state law; and (4) whether the parcel generates annual revenues at or above \$1,000 per acre.

Prior to a recent amendment of Section 3¹, the conditional exemption might have been re-stated as follows: *For parcels zoned for agriculture, the exemption shall apply regardless of parcel size. For parcels of any size not zoned for agriculture, the exemption shall still apply, but the city or town by express provision in its ordinance or by-law may limit the availability of the exemption to parcels of five or more acres.*

Blanket prohibitions often found in ordinances and by-laws that prohibit all uses except those expressly allowed do not satisfy the statutory requirement that area limitations on the agricultural exemption be explicit and specific, and thus do not serve to limit the area of parcels in agricultural use. Such blanket provisions, being unlimited as to area, can only be seen as tantamount to an outright prohibition, and thus inconsistent with Section 3. If the town seeks to limit the exemption based upon parcel size, it must expressly adopt such limit. That is, the ordinance or by-law must expressly state that, in areas not zoned for agriculture, agricultural uses shall be subject to the express limits imposed by the ordinance or by-law.

¹ The amendment to Section 3 creating "small plot farming" was adopted under an outside section of the budget bill and became effective immediately upon the Governor's signing on August 5, 2010. It should also be noted that the amendment to Section 3 does not alter the acreage requirements of other laws, such as use taxation under Chapters 61, 61A and 61B.

Under the "small plot farming" amendment to Section 3, the power of cities and towns to set the minimum area of parcels whose primary use is commercial agriculture has been narrowed with respect to agricultural parcels of two acres or more if the sale of products from the agricultural use generates \$1,000 or more per acre of gross annual sales. For convenience, we shall call a parcel that generates at least \$1,000 or more per acre in gross annual revenue a "revenue-producing" parcel. This amendment requires that we revise our re-statement of the conditional exemption to the following: *For parcels zoned for agriculture, the exemption shall apply to parcels of any size. For parcels of any size not zoned for agriculture, the exemption shall still apply, but the city or town by express provision in its ordinance or by-law may limit the availability of the exemption to parcels of stated minimum size. That minimum may not exceed 5 acres generally; but such minimum shall not apply to parcels of 2 or more acres that are revenue producing.*

While under the small plot farming amendment of Section 3 area limits imposed in the ordinance or by-law may continue to apply to any parcel in agricultural use generally, by operation of state law they shall no longer apply to any parcel that is both revenue-producing and 2 or more acres in area.

It should be noted that an ordinance or by-law may be more generous to agriculture than what is stated in Section 3 by creating exemptions for parcels of less than 5 acres of non-revenue-producing land or parcels of less than 2 acres of revenue-producing land. A by-law might also establish lower revenue thresholds, such as a minimum parcel size of 2 acres or more that generates more than \$500 per acre; but for convenience, our analysis below will make reference to 5 acres and 2 acres and gross annual revenue of \$1,000 or more per acre.

Now let's apply the re-stated general exemption with attention to the four factors identified in the first paragraph:

Let "A" mean "allowed," let "P" mean "prohibited," and let "SP" mean "special permit." The 6 rows are hypothetical parcel sizes. The 4 columns illustrate how parcels of each of the 6 sizes may or may not qualify for the statutory exemption after the small plot farming amendment. It should be remembered that where no express area limitation is imposed in the zoning ordinance or by-law, commercial agriculture benefits from the exemption regardless of parcel size.

Parcel Size (acres)	[A] Zoned for Agriculture	[B] By-Law prohibits all uses other than those expressly permitted	[C] Revenue-Producing	[D] Non-Revenue Producing
5+	A	A	A	A
5	A	A	A	A
4	A	A	A	P / SP
3	A	A	A	P / SP
2	A	A	A	P / SP
1	A	A	P / SP	P / SP

The following are hypothetical illustrations of how the conditional exemption might apply.

Situation 1: The parcel is 1 acre of revenue-producing land but is located in an area in which agriculture is expressly allowed. The exemption applies because the parcel is "zoned for agriculture." [Column A]

Situation 2: Consider two non-revenue-producing parcels, one 5 acres and the other 3 acres, and both are in areas not zoned for agriculture. Assume that the zoning by-law limits the area of parcels not zoned for agriculture to 5 acres or more. The five-acre parcel enjoys the exemption of Section 3 regardless of the level of revenue it produces. The three-acre parcel does not enjoy the exemption, and a by-law may prohibit or may require a special permit for agricultural uses. [Columns C and D]

Situation 3: Now take the three-acre parcel of land, and assume that it generates \$10,000 in annual revenues and is located in an area not zoned for agriculture. Again, assume the by-law limit the exemption of Section 3 to parcels of 5 acres or more in areas not zoned for agriculture (this may be the case with zoning by-laws adopted prior to the small plot farming amendment). In this case, while the parcel size is less than 5 acres, it is greater than 2 acres and, since its revenue amounts to \$3,333 per acre, it also meets the \$1,000 revenue-production requirement. Since, as explained above, Section 3 allows an exemption for parcels 2 acres or more that are revenue-producing, a five-acre zoning by-law limit would unlawfully restrict a revenue-producing parcel of 2 or more acres. The five-acre limit will not apply to this parcel. [Column C]

Situation 4: Next, consider a three-acre parcel of land that generates \$10,000 in annual revenues and is located in an area not zoned for agriculture. The by-law, however, provides the Section 3 exemptions for parcels of 2 acres or more that generate more than \$1,000 per acre. In this case, since the parcel is 2 acres or more and generates \$3,333 per acre, the parcel would receive the exemption. If only \$2,000 were generated, then the exemption of Section 3 would not apply since the per-acre revenue is \$667 which is less than \$1,000. [Columns C and D]

Situation 5: Now consider a parcel of 1 acre that produces no revenue and is not in an area zoned for agriculture. As in situation 4 above, however, the by-law provides the Section 3 exemptions to parcels for 2 acres or more that generate \$1,000 or more of revenue. The one-acre parcel meets neither the parcel size requirement nor the revenue requirement and would therefore be ineligible for the exemptions. Even if the parcel generated \$10,000 of revenue, it would not meet the parcel size requirement and again would be ineligible for the exemptions. [Column C]

Situation 6: Finally, the parcel size requirements and the revenue requirements could be lower than those identified in the statute. For example, the five-acre minimum parcel size in situation 2 could be set at 3 acres with no revenue requirement. Such a by-law limit would extend the exemption of Section 3 to the three-acre parcel. Similarly, the by-law limits in Situation 4 could establish a one-acre minimum parcel size and \$500 per acre revenue requirement. This would extend the exemptions to the one-acre parcel that generates \$10,000 in revenue.

Chapter 240 of the Acts of 2010

SECTION 79. Section 3 of chapter 40A of the General Laws is hereby amended by inserting after the word "more", in line 25, as so appearing, the following words: or to parcels 2 acres or more if the sale of products produced from the agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture use on the parcel annually generates at least \$1,000 per acre based on gross sales dollars.

Amended Section 3 of Chapter 40A (inserting text in bold):

No zoning ordinance or by-law shall regulate or restrict the use of materials, or methods of construction of structures regulated by the state building code, nor shall any such ordinance or by-law prohibit, unreasonably regulate, or require a special permit for the use of land for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, nor prohibit, unreasonably regulate or require a special permit for the use, expansion, reconstruction or construction of structures thereon for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, including those facilities for the sale of produce, wine and dairy products, provided that either during the months of June, July, August and September of each year or during the harvest season of the primary crop raised on land of the owner or lessee, 25 per cent of such products for sale, based on either gross sales dollars or volume, have been produced by the owner or lessee of the land on which the facility is located, or at least 25 per cent of such products for sale, based on either gross annual sales or annual volume, have been produced by the owner or lessee of the land on which the facility is located and at least an additional 50 per cent of such products for sale, based upon either gross annual sales or annual volume, have been produced in Massachusetts on land other than that on which the facility is located, used for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, whether by the owner or lessee of the land on which the facility is located or by another, except that all such activities may be limited to parcels of 5 acres or more or to parcels 2 acres or more if the sale of products produced from the agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture use on the parcel annually generates at least \$1,000 per acre based on gross sales dollars in area not zoned for agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture. For such purposes, land divided by a public or private way or a waterway shall be construed as 1 parcel. No zoning ordinance or by-law shall exempt land or structures from flood plain or wetlands regulations established pursuant to the General Laws. For the purposes of this section, the term "agriculture" shall be as defined in section 1A of chapter 128, and the term horticulture shall include the growing and keeping of nursery stock and the sale thereof. Said nursery stock shall be considered to be produced by the owner or lessee of the land if it is nourished, maintained and managed while on the premises. (Emphasis added.)



Agricultural Law Memo

ALM 10-05

September 14, 2010

TOPIC: Agri-tourism and Agriculture

ISSUE: Farmers in the Commonwealth have historically used innovative marketing ideas to capture a larger proportion of the retail dollar for their farm products. Some of these marketing techniques, often referred to as agri-tourism, appear to be non-agricultural activities that would otherwise be regulated as a non-agricultural activity. But because agri-tourism activities are incidental to the primary purpose of agriculture, they are extended the same rights and privileges under the law as agricultural activities. MDAR has established certain criteria for those instances when we must differentiate between agri-tourism and non-agricultural activities. We are also often asked to provide these criteria to others to assist in distinguishing one from the other. The purpose of this memorandum is to provide the criteria by which an activity may be deemed agri-tourism as opposed to its non-agricultural counterpart.

Farming and agriculture have considerable rights and privileges under the laws of the Commonwealth, such as reduced taxation, exemption from certain local zoning provisions and state environmental laws, and even preferential treatment under the state building code. So, activities that would otherwise come under the authority or scrutiny of a law or regulation enjoy a certain level of exemption from such authority or scrutiny because the activities are associated with agriculture.

Consider a farm stand, for example. A farmer may construct a small structure on his property near the road to sell vegetables during the summer. Clearly, this is simply selling vegetables and is considered an agricultural activity as defined by Massachusetts General Laws (M.G.L.) c. 128, Sec.1A. In contrast, consider a farmer who constructs a large supermarket type of a building at which not only vegetables from the farm but also the full range of supermarket items are sold. In fact, the products sold from this structure that comes from the farm may only account for a very small proportion of the sales. This would be considered a supermarket, not an agricultural structure. The farm stand is protected as agriculture while the supermarket would not be. The conclusions are intuitive for these two extreme cases, but difficulties arise when the circumstances fall somewhere in between. Agri-tourism activities fall into this difficult area.

Agri-tourism refers to a broad category of planned activities by which the activities and property of an agricultural enterprise serve as a destination for visitors whose objective is to experience agricultural life and operations with resulting benefits to agriculture in the Commonwealth and the economic viability of the agricultural enterprise. Some agri-tourism activities are clearly agricultural in that they include the planting, cultivation or harvest of an agricultural product (e.g. Pick Your Own operations). Accordingly, this ALM is intended to help identify agri-tourism activities that may be incidental to, or so directly related to, the agricultural enterprise as to share the agricultural nature of the enterprise. As a simple measure, the less related the activity is to agriculture, the less the activity ought to be considered agri-tourism.

Among the factors to be weighed in concluding that such activities qualify as agri-tourism are the agricultural focus of: (1) the property itself; (2) its commercial aspects; (3) the activities involved; and (4) the accommodations or other benefits accorded to the visitor.

Answers to the following questions are meant to assist in weighing whether an activity is agri-tourism.

The Property: At the most basic level, the primary underlying use of the property must be agricultural as defined by law. The following questions help establish the primary use as agriculture:

- (1) Are "farming" or "agricultural" activities as defined in M.G.L. c. 128, Sec. 1A taking place on the property?
- (2) What is the size of the property?
- (3) What agricultural products derive from the property?
- (3) Does the property enjoy the benefits accorded under M.G.L. c. 61 or 61A, or under M.G.L. c. 40A, Sec. 3?

The Commercial Aspects: A property may meet the basic threshold of agriculture, but still may not be considered commercial agriculture where revenues from supplemental agri-tourism activities predominate over agricultural revenues:

- (1) What is the primary focus of the commercial activities at the property?
- (2) What percentage of the revenues from the property is generated from commercial agricultural activities as opposed to the revenue derived from the supplemental agri-tourism activities?
- (3) Is the commercial agricultural activity directed at consumers?

- (4) What is the potential for improving the economic viability of the enterprise for continued use in connection with the supplemental agri-tourism activity?
- (5) Is the property marketed or used as a visitor destination, or is the property marketed or used as ancillary to off-property destinations such as sports venues or museums?

The Activities: Often a property may demonstrate its primary use as agriculture by the preponderance of activities conducted on the property and the relationship of those activities with agricultural activities:

- (1) Are agri-tourism activities primary, supplemental, or complementary to the use of the property?
- (2) What percentage of the activities occurring on the property are agri-tourism activities?
- (3) What is the primary use of the property when agri-tourism activities are not taking place?
- (4) Are the agri-tourism activities designed specifically to bring the public to the property for an agricultural related experience?
- (5) Are the agri-tourism activities designed to enhance the viability of a traditional agricultural operation?

The Accommodations: The kind of accommodations made available to visitors can shed light on whether those accommodations should be treated as part of the agricultural enterprise or are essentially non-agricultural commerce. Accommodations directed at drawing or keeping consumers on the property so as to participate in agricultural activities of the property support a conclusion of agri-tourism:

- (1) What accommodations are provided to visitors?
- (2) What is the duration and frequency of visits?
- (3) What, if anything, do visitors pay?
- (4) Is the agri-tourism activity best described as a farm stay, work exchange, or educational stay?
- (5) What products or services are provided to visitors while they are on the property?
- (6) Are meals provided to visitors and, if so, are they prepared with products and commodities grown on the property?

(7) What involvement, if any, do visitors have with traditional agricultural operations?

The foregoing is not meant to be an exhaustive list of considerations in reaching a conclusion as to whether an activity is agri-tourism or non-agricultural commerce, but is meant only to suggest some relevant factors to be weighed in reaching that conclusion.

Relevant Laws and regulations: M.G.L. c. 128, Sec. 1A, c. 40A, Sec. 3, c. 61, c. 61A, c. 131, Sec. 40, c. 111, Sec. 125A, 330 CMR 22.02; The State Building Code (Among other sections 780 CMR 312; 780 CMR 120.C)



Agricultural Law Memo

ALM 10-02

February 5, 2010

TOPIC: Normal Farming Practices – Refrigeration Trailers

ISSUE: Whether the use of refrigeration units on a farm to store and cool produce harvested on the farm while awaiting transportation to market is deemed to be a "normal farming practice."

This shall serve to address the issue of whether the use of refrigeration units on a farm to store and cool produce harvested on the farm that is awaiting transportation to market is a "normal farming practice." Often, a farmer is unable to deliver his produce directly to market immediately after harvesting. As a result, the produce must be cooled and stored until delivery to market can be made. This is often done through the use of, or "running", refrigerated trailers. These refrigeration units are large trailers, normally hauled over the road by tractor trailer trucks, with refrigeration units attached to them as an integral part of the trailer, and are typically parked on the farm to be used as refrigeration units.

M.G.L. c. 128, §1A defines "farming" or "agriculture" as follows:

"Farming" or "agriculture" shall include farming in all of its branches and the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products upon forest land, the raising of livestock including horses, the keeping of horses as a commercial enterprise, the keeping and raising of poultry, swine, cattle and other domesticated animals used for food purposes, bees, fur-bearing animals, and any forestry or lumbering operations, performed by a farmer, who is hereby defined as one engaged in agriculture or farming as herein defined, or on a farm as an incident to or in conjunction with such farming operations, including preparations for market, delivery to storage or to market or to carriers for transportation to market.

Refrigeration and storage of produce after harvesting is considered a practice that is incident to and in conjunction with farming operations. Therefore, the Department of Agricultural Resources deems the use of refrigeration trailers for on-farm storage as a "normal agricultural practice" as set forth in M.G.L. c. 128, §1A.



MASSACHUSETTS FARM BUREAU FEDERATION, INC.

"The Voice of Agriculture"

249 Lakeside Ave, Marlborough, MA 01752-4503 • Phone: 508.481.4766 Toll Free: 1.866.548.MFBF • Fax: 508.481.4768
www.MFBF.net

March 3, 2015

To: Milton Planning Board
From: Brad Mitchell, Massachusetts Farm Bureau
RE: Special Permit Thayer Nursery

It has come to the attention of the Massachusetts Farm Bureau Federation that the Milton Planning Board is considering issuing a Special Permit to Thayer Nursery. We wanted to advise the Planning Board that much, if not all of this operation falls under the auspices of MGL 40a Section 3 which specifically prohibit the issuance of special permits to agricultural operations:

Section 3. No zoning ordinance or by-law shall regulate or restrict the use of materials, or methods of construction of structures regulated by the state building code, nor shall any such ordinance or by-law prohibit, unreasonably regulate, or require a special permit for the use of land for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, nor prohibit, unreasonably regulate or require a special permit for the use, expansion, reconstruction or construction of structures thereon for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, including those facilities for the sale of produce, wine and dairy...

It is our understanding that Thayer Nursery is largely a nursery operation encompassing the raising and selling of horticultural/floricultural products. Nursery production, including retail sales of nursery products clearly meets the definition of a horticultural operation under MGL 40a S3. Further, Thayer Nursery clearly meets thresholds specified for protection under MGL 40a S3:

1. Thayer Nursery utilizes a minimum of 2 acres of land devoted towards agricultural activities
2. Thayer Nursery has income of at least \$1,000/per acre of land involved in production
3. Thayer Nursery meets thresholds for percentage of product produced on that parcel, from that parcel or another qualifying MA parcel, or during the primary season of the primary crop – as specified in MGL 40a S3.

The Commonwealth limits the authority under which local zoning may regulate agriculture under MGL 40a S. 3. MGL 40a S. 3 specifically references MGL Chapter 128 S. 1a as the definition to be used in defining agricultural operations to which MGL 40 S. 3 applies. In accordance with MGL 40a Section 3, the Milton Planning Board may not lawfully require a Special Permit for nursery activities occurring on this property, or otherwise unreasonably regulate this operation.

It is our further understanding that Thayer Nursery also offers items for sale such as wood and mulch, as well as landscaping services.

Unlike nursery production and sale, landscaping services and sale of wood and mulch are not specifically protected under MGL 40a S3. However there is clear precedent that where landscaping activities are subordinate to an operation covered under 40A S3, and have a distinct relation to such activities, then the protection of MGL 40a S3 also encompass such subordinate activities. This is the very same rationale that allow farm stands operating under 40a S3 to sell non-farm items such as coffee without running afoul of zoning prohibitions on retail sale.

Similarly, sawmills are protected under MGL 40a 3 on sites where wood production meets the provisions of MGL 40a S3 1a includes "any forestry or lumbering operations, performed by a farmer, who is hereby defined as one engaged in agriculture or farming as herein defined, or on a farm as an incident to or in conjunction with such farming operations, including preparations for market, delivery to storage or to market or to carriers for transportation to market.".

A firewood operation occurring on a farm clearly meets this definition of MGL 128 S.1a and should be considered by the town to be subject to the provisions of MGL 40a S. 3.

Composting operations where compost inputs are solely sourced from a farm are considered to be part of the agricultural operation and subject to the provisions of MGL 40a S. 3. Composting operations which take inputs from off-farm, but which are licensed by the Department of Agricultural Resources (rather than DEP) are considered to be agricultural and subject to the provisions of MGL 40a Section 3.

Town of Milton Bylaws

SECTION III. Use Regulations.

A. Residence AA, A, B, and C District Uses. In a Residence AA, A, B, C district, except as herein otherwise provided, no building or land shall be used and no building shall be erected or altered which is intended or designed to be used for a store or shop, or for manufacturing or commercial purposes, or for other purposes except one or more of the following:

4. (a) Agricultural, horticultural, or floricultural use on a parcel of more than five acres if such use is the primary one, selling only produce raised on the premises; but the term "agricultural use" shall not include maintenance of a piggery or fur farm.

(b) On a parcel of five acres or less, agricultural use, selling only produce raised on the premises; provided, however, that this paragraph 4(b) shall not be deemed or construed to permit to authorize the maintenance of any building or structure.

7. Any of the following uses, if authorized by permit issued by the Board of Appeals and subject to appropriate conditions, limitations, and safeguards stated in writing by the Board of Appeals and made a part of the permit:

(d) On a parcel of five acres or less a greenhouse or nursery selling only produce raised on the premises; provided, however, that greenhouses and nurseries in single residence districts shall be permitted to sell, only during the Christmas season, cut trees, Christmas trees, boughs, holly and wreaths grown or fabricated elsewhere than on the premises;

B. Accessory Uses in Residence AA, A, B and C Districts.

1. In Residence AA, A, B and C districts the following are hereby declared not to be "accessory uses" within the meaning of the bylaw.

(a) Except with respect to a parcel of more than five acres primarily used for agricultural, horticultural or floricultural purposes, the garaging or maintaining on any lot of a total of more than five registered automobiles at any time, or the maintaining of any unregistered automobile whether assembled or disassembled unless such unregistered automobile is stored within an enclosed building, unless a special permit is granted by the Board of Appeals pursuant to the provisions of Section IX.C.

SECTION IV A. Earth Materials Removal and Deposit of Fill.

5. b) The provisions of said Section IV shall be deemed not to prohibit a nursery from the deposit of clean earth materials on its premises on a temporary basis and from selling such clean earth materials in the course of its business.

MASSACHUSETTS STATE EXCISE TAX
 Norfolk County Land Court
 Date: 11-26-2014 @ 10:03am
 Ctf#: 393 Doc#: 1318870
 Fee: \$2,781.60 Const: \$610,000.00

QUITCLAIM DEED

HANNA B. RICCIARDI and RICHARD F. RICCIARDI, Husband and Wife, of Milton, Massachusetts, for consideration paid in the amount of SIX HUNDRED TEN THOUSAND AND 00/100 (\$610,000.00) DOLLARS, hereby grant to F. JOSHUA OLDFIELD and STEPHANIE OLDFIELD, Husband and Wife, as Tenants by the Entirety, of Milton, Massachusetts, WITH QUITCLAIM COVENANTS,

The following parcels of land, together with the building thereon, situated in Milton, Norfolk County, Massachusetts, bounded and described as follows:

PARCEL I

SOUTHEASTERLY by Hillside Street, two hundred eighteen and 88/100 (218.88);
 SOUTHWESTERLY one hundred five and 06/100 (105.66) feet;
 NORTHWESTERLY twenty and 22/200 (20.22) feet;
 SOUTHWESTERLY four hundred sixty-one and 04/100 (461.04) feet;
 NORTHWESTERLY by land now or formerly of Edward Cunningham, et al, one hundred ninety-seven and 49/100 (197.49) feet; and
 NORTHEASTERLY by lot 2, shown on the plan hereinafter referred to, five hundred forty-six and 38/100 (546.38) feet.

Said parcel is shown as lot numbered 1 on a plan dated June 20, 1956 by William S. Crocker, Civil Engineer, as approved by the Land Court and filed in the Land Registration Office in Boston as Plan No. 2636C, a copy of a portion of which is filed with the Norfolk County Registry District with Certificate of Title No. 58912, Book 295, Page 112.

PARCEL II

SOUTHEASTERLY by Hillside Street, six and 01/100 (6.01) feet;
 SOUTHWESTERLY one hundred four and 99/100 (104.99) feet;
 NORTHWESTERLY six and 01/100 (6.01) feet, by lot numbered 9 as shown on plan hereinafter referred to; and
 NORTHEASTERLY by lot numbered 1, as indicated on said plan, one hundred five and 06/100 (105.06) feet.

LOCUS: 217 Hillside Street, Milton, Massachusetts 02186

Said parcel is shown as lot numbered 8 on a plan dated July 22, 1961 by William S. Crocker, Inc., C.E., as approved by the Land Court and filed in the Land Registration Office in Boston as Plan No. 2636H, a copy of a portion which is filed with the said Registry District with the Certificate of Title No. 70099, Book 351, Page 99.

PARCEL I and PARCEL II are conveyed subject to an Order of Taking by the County of Norfolk for the relocation of Hillside Street filed with said Registry District as Document No. 64749.

For Grantor's Title to PARCEL I and PARCEL II, see Deed of the Fiduciary Trust Company, Executor under the Will of Emilie S. Perry, to Richard F. Ricciardi and Hannah B. Ricciardi, dated May 16, 2002, filed with the Norfolk County Registry District of the Land Court as Document No. 922916, as noted on Certificate of Title No. 162221.

WITNESS MY HAND AND SEAL THIS 26th DAY OF NOVEMBER, 2014.

Hanna B Ricciardi 11/26/14
Hanna B. Ricciardi
Richard F. Ricciardi 11/26/14
Richard F. Ricciardi

COMMONWEALTH OF MASSACHUSETTS

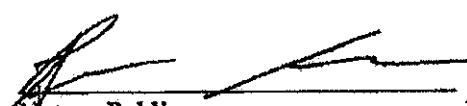
Norfolk, ss

On this 26th day of November, 2014, before me, the undersigned notary public, personally appeared Hanna B. Ricciardi, proved to me through satisfactory evidence of identification, which was a Driver's License or [] _____, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



AUREL CENOLLI
Notary Public

Commonwealth of Massachusetts
My Commission Expires 3/28/2019


Notary Public
My commission expires: 3/28/2019

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 26 day of November, 2014, before me, the undersigned notary public, personally appeared Riorhard F. Ricciardi, proved to me through satisfactory evidence of identification, which was a [] Driver's License or [] _____, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



AUREL CENOLLI
Notary Public
Commonwealth of Massachusetts
My Commission Expires 3/28/2019

A handwritten signature of the notary public, appearing to read "Aurel Cenoli".

Notary Public
My commission expires: 3/28/2019

2014-121

FITZGERALD LAW OFFICES
1212 Hancock Street, Suite 320
Quincy, MA 02169
(617) 984-0600 • Fax (617) 984-0680

Doc#:1,088,198 12-08-2005 2:40
Ctf#:171619
Norfolk County Land Court
MASSACHUSETTS QUITCLAIM DEED

1. Pamela R. Bailey and Charles S. Bailey, executors OF THE ESTATE OF GLORIA RICE
BAILEY NORFOLK PROBATE NUMBER 03P2845 PURSUANT TO POWER
CONFERRED BY THE WILL OF GLORIA RICE BAILEY.

For consideration paid, and in full consideration of

Six Hundred Twenty Five Thousand and (\$625,000.00) 00/100 Dollars

grant to Philip F. Laing and Margaret T. Oldfield as husband and wife Tenants by the Entirety,
with *fullclaim covenants*

A certain parcel of

Said parcel is shown as lot number 1900 a plan drawn by Yunits Engineering Co., Inc., Surveyor, dated February 15, 1985, as approved by the Land Court, filed in the Land Registration Office as No. 2636M, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 121068, Book 606

The above described land is subject to a right of way as set forth in Document No. 466999 and shown on said plan as a driveway easement.

The above described land is subject also to the restriction set forth in Document No. 469923.

For title see Certificate No. 121488 at the Registry District of Norfolk County

For title see Book

DECEMBER 11, 2005
NORTHERN CALIFORNIA
REG#117
86805
CASH \$2850.00
FEE \$25.00
SUBTOTAL \$2825.00
TAX \$0.00
TOTAL \$2825.00
CANCELLED

APPROVED FOR REGISTRATION
BY THE COURT.

Witness my hand and seal this 5th day of Dec, 2005.

Witness my hand and seal this 5 day of Aug, 2000.

Pamela R. Bailey, executorial

Charles S. Bailey, executor
Commonwealth of Massachusetts

Norfolk, B.B.

December 5, 2005

On this 5th day of December, 2005, before me, the undersigned notary public, personally appeared Pamela R. Bailey, and Charles S. Bailey, executors and proved to me through satisfactory evidence of identification, to be the persons whose names are signed on the foregoing document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Myrna C. Clegg
, Notary Public

My Commission Expires:

237 Hillside



(Page 1 of 2)

From the Office of:
Gilmore, Rees & Carlson, P.C.
1000 Franklin Village Drive
Franklin, MA 02038

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

QUITCLAIM DEED

I, MARGARET T. OLDFIELD, of Milton, Massachusetts,

For consideration paid of less than One Hundred (\$100.00) Dollars,

Grant to OLDFIELD FAMILY, LLC, a Massachusetts limited liability company with a principal place of business located at 217 Hillside Street, Milton, Massachusetts 02186,

WITH QUITCLAIM COVENANTS:

The land with all improvements thereon situated in said Milton, being the premises numbered 270 on the present numbering of Hillside Street, bounded and described as follows:

NORTHWESTERLY: by Hillside Street by two lines measuring one hundred eighty-seven and 91/100 (187.91) feet and two hundred sixty-seven and 61/100 (267.61) feet;

NORTHEASTERLY: by a stone wall in part by a way and in part by land now or formerly of Eugene and Elva I. Bernat, two hundred seventy-nine and 82/100 (279.82) feet;

SOUTHEASTERLY: by land now or formerly of Thayer by two lines measuring two hundred fifty-five and 23/100 (255.23) feet and two hundred twenty-nine and 21/100 (229.21) feet;

SOUTHWESTERLY: by Forest Street two hundred sixty-one and 51/100 (261.51) feet; and

WESTERLY: by a curved line forming the intersection of Forest Street and Hillside Street thirty-eight and 31/100 (38.31) feet.

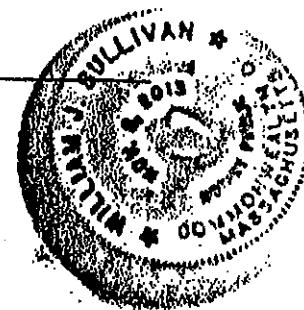
Containing 141,210 square feet, more or less.

For Grantor's title see Quitclaim Deed of Robert C. Oldfield to Robert C. Oldfield et ux dated February 24, 1966 and recorded with the Norfolk County Registry of Deeds in Book 4354, Page 2. Robert C. Oldfield having died on January 18, 2000 (See Death Certificate of Robert C. Oldfield recorded with said Registry in Book 27643, Page 274).

NO TITLE SEARCH HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSFER.

WITNESS my hand and seal this 14 day of May, 2012.

Margaret T. Oldfield
MARGARET T. OLDFIELD



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 14 day of May, 2012, before me, the undersigned notary public, personally appeared MARGARET T. OLDFIELD, proved to me through satisfactory evidence of identification, which was Mass license, to be the person whose name is signed on the within document, and acknowledged that she signed it voluntarily for its stated purpose.

Willie Kelley

Notary Public
My Commission Expires:

11-8-2013

512567.1

(Page 1 of 2)

From the Office of:
Gilmore, Rees & Carlson, P.C.
1000 Franklin Village Drive
Franklin, MA 02038

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTRR

QUITCLAIM DEED

I, MARGARET T. OLDFIELD, of Milton, Massachusetts,

For consideration paid of less than One Hundred (\$100.00) Dollars,

Grant to OLDFIELD FAMILY, LLC, a Massachusetts limited liability company
with a principal place of business located at 217 Hillside Street, Milton, Massachusetts
02186,

WITH QUITCLAIM COVENANTS:

A certain parcel of land with all improvements thereon situated near Forest Street
and Hillside Street, Milton, Norfolk County, Massachusetts shown as Lot B² on a plan
entitled "Plan of Land - Milton, Massachusetts, Scale: 1" = 40' dated November, 1975
by R. H. Delaney, R.L.S., which plan is filed with the Norfolk County Registry of Deeds
as Plan No. 22 of 1976 in Book 5192, Page 377, said lot being bounded and described as
follows:

SOUTHERLY: by Lot B¹ as shown on said plan by other land of Florence H.
Thayer, seventy-eight and 68/100 (78.68') feet;

WESTERLY: by Lot A, as shown on said plan by land of Robert C. Oldfield et al,
two hundred fifty-five and 23/100 (255.23') feet;

NORTHERLY: by lands of Richard D. Curtis and J. Brooks Robbie as shown on
said plan two hundred and 00/100 (200.00') feet; and

EASTERLY: by land of Elizabeth W. Frederick as shown on said plan two
hundred, fifty-six and 49/100 (256.49') feet.

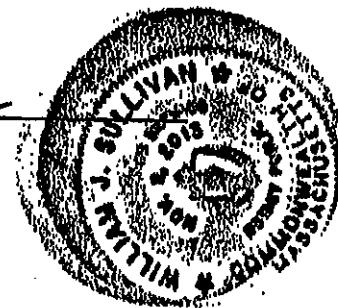
Said Lot B² is shown as containing 48,328 square feet according to said plan.

For Grantor's title see Quitclaim Deed of Florence H. Thayer to Robert C. Oldfield et ux dated January 9, 1976 and recorded with the Norfolk County Registry of Deeds in Book 5192, Page 377. Robert C. Oldfield having died on January 18, 2000 (See Death Certificate of Robert C. Oldfield recorded with said Registry in Book 27643, Page 274).

NO TITLE SEARCH HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSFER.

WITNESS my hand and seal this 15th day of May, 2012.

Margaret T. Oldfield
MARGARET T. OLDFIELD



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 15th day of May, 2012, before me, the undersigned notary public, personally appeared MARGARET T. OLDFIELD, proved to me through satisfactory evidence of identification, which was Mass. license, to be the person whose name is signed on the within document, and acknowledged that she signed it voluntarily for its stated purpose.

W. J. Sullivan
Notary Public
My Commission Expires:

(Page 1 of 4)

From the Office of:
Gilmore, Rees & Carlson, P.C.
1000 Franklin Village Drive
Franklin, MA 02038

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTRY

QUITCLAIM DEED

We, F. JOSHUA OLDFIELD, also known as JOSHUA OLDFIELD and MARGARET T. OLDFIELD, also known as MAGGIE OLDFIELD, as Trustees of the ROBERT C. OLDFIELD TRUST, dated September 6, 1985, as amended (See Certificate of Trust Pursuant to M.G.L. c. 184 § 35, as amended, dated May 1, 2012 and recorded herewith) and MARGARET T. OLDFIELD and F. JOSHUA OLDFIELD, as Executors of the ESTATE OF ROBERT C. OLDFIELD, late of Milton, Massachusetts (See Norfolk County Probate Court Docket No. 00P0322EP),

For consideration paid of less than One Hundred (\$100.00) Dollars,

Grant to OLDFIELD FAMILY, LLC, a Massachusetts limited liability company with a principal place of business located at 217 Hillside Street, Milton, Massachusetts 02186,

WITH QUITCLAIM COVENANTS:

A certain parcel of land with all improvements thereon situated near Forest Street and Hillside Street, Milton, Norfolk County, Massachusetts shown as Lot B¹ on a plan entitled "Plan of Land - Milton, Massachusetts, Scale: 1" = 40' dated November, 1975 by R. H. Delaney, R.L.S., which plan is recorded with the Norfolk County Registry of Deeds as Plan No. 22 in Book 5192, Page 377, said lot being bounded and described as follows according to said plan:

NORTHERLY: by Lot B² as shown on said plan by land of Robert C. Oldfield one hundred and seventy-eight and 68/100 (178.68') feet;

WESTERLY: by Lot A as shown on said plan by land of Robert C. Oldfield et al, two hundred and twenty-nine and 21/100 (229.21') feet;

SOUTHERLY: along Forest Street, two hundred and three and 07/100 (203.07') feet; and

Property Address: 24 Forest Street, Milton, Massachusetts

EASTERLY: by lands of Elizabeth W. Frederick as shown on said plan two hundred twenty-eight and 21/100 (228.21).

Said Lot B¹ is shown as containing 43,568 square feet according to said plan.

For Grantor's title see Quitclaim Deed of Richard Tebbets to Robert C. Oldfield dated October 25, 1989 and recorded with the Norfolk County Registry of Deeds in Book 8469, Page 40. See also the Estate of Robert C. Oldfield (Norfolk County Probate Court Docket No. 00P0322EP).

The Executors of the Estate of Robert C. Oldfield join in the within conveyance to release the power of sale under the Last Will and Testament of Robert C. Oldfield.

NO TITLE SEARCH HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSFER.

WITNESS my hand and seal this 15th day of May, 2012.

ROBERT C. OLDFIELD TRUST

By: F. Joshua Oldfield 
F. JOSHUA OLDFIELD, a/k/a JOSHUA
OLDFIELD, Trustee

ESTATE OF ROBERT C. OLDFIELD

By: F. Joshua Oldfield
F. JOSHUA OLDFIELD, Executor

COMMONWEALTH OF MASSACHUSETTS

Notarized, ss

On this 1st day of May, 2012, before me, the undersigned notary public, personally appeared F. JOSHUA OLDFIELD, a/k/a JOSHUA OLDFIELD, as Trustee and Executor aforesaid, proved to me through satisfactory evidence of identification, which was Mass License, to be the person whose name are signed on the within document, and acknowledged that he signed it voluntarily for its stated purpose on behalf of the ROBERT C. OLDFIELD TRUST and the ESTATE OF ROBERT C. OLDFIELD.



Notary Public
My Commission Expires:

11-8-13

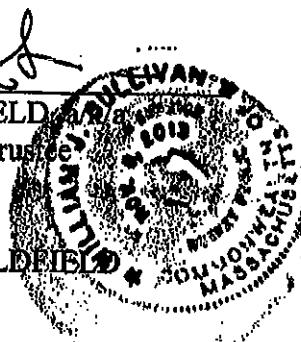
WITNESS my hand and seal this 1st day of May, 2012.

ROBERT C. OLDFIELD TRUST

By: Varshini S. S.

MARGARET T. OLDFIELD
MAGGIE OLDFIELD, Trust

ESTATE OF ROBERT C.



By: Margaret T. Oldfield
MARGARET T. OLDFIELD, Executor

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 15th day of May, 2012, before me, the undersigned notary public, personally appeared MARGARET T. OLDFIELD, a/k/a MAGGIE OLDFIELD, as Trustee and Executor aforesaid, proved to me through satisfactory evidence of identification, which was Mass license, to be the person whose name are signed on the within document, and acknowledged that she signed it voluntarily for its stated purpose on behalf of the ROBERT C. QLDFIELD TRUST and the ESTATE OF ROBERT C. OLDFIELD.

Missy Miller
Notary Public
My Commission Expires:

AGRISTER LEASE
237 Hillside Street
Milton, Massachusetts 02186

1. PARTIES.

LESSOR - Maggie Oldfield and Philip Laing of 237 Hillside Street, Milton, Norfolk County, Massachusetts (the LESSOR) which expression shall include its successors, and assigns where the context so admits, does hereby lease to the

LESSEE - The Thayer Nursery Corporation of 270 Hillside Street, Norfolk County, Massachusetts (the LESSEE), which expression shall include his successors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises on January 1, 2009.

2. PREMISES.

LESSEE leases the premises (described as the Leased Premises) located in Milton, Massachusetts and containing approximately .967 acre as shown on the Milton Assessor's Map. The Leased Premises are more particularly described on Addendum "A" attached hereto.

3. TERM.

The term of this lease shall be 5 years.

4. RENT.

The LESSEE shall pay to the LESSOR the rent of One Dollar (\$1.00) paid on or before January 1 each year.

5. UTILITIES.

LESSEE shall reimburse the LESSOR, all charges for electricity and other utilities that are furnished to the Leases Premises. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which shall not be unreasonably withheld or delayed.

6. LEASED PREMISES COMPLIANCE WITH LAWS.

LESSEE shall use the Leased Premises for the operation of a nursery, farm stand (both wholesale and retail) and composting site. The LESSEE acknowledges that no trade or occupation shall be conducted on the Leased Premises or use made thereof which will be unlawful, improper or contrary to any law in force in the Town of Milton.

7. FIRE INSURANCE.

LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part or on the contents of said property. The LESSEE shall on demand reimburse the LESSOR and all other tenets, all extra insurance premiums caused by the LESSEE'S use of the premises.

8. LESSEE'S MAINTENANCE OBLIGATIONS.

LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, nor suffer any waste. LESSEE shall obtain consent of LESSOR before erecting any sign on the premises. The removal of snow and ice from the immediate area bordering upon the leased premises shall be responsibility of the LESSEE.

9. ALTERATIONS - ADDITIONS.

Lessee shall not make any structural or non-structural alterations or additions to the Leased Premises, unless the LESSOR consents thereto. All such alterations shall be at LESSEE'S expense and shall be of quality construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the Leased Premises. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

10. ASSIGNMENTS OR SUBLEASING.

The LESSEE shall not assign or sublet the whole or any part of the Leased Premises without LESSOR'S prior written consent. The transfer of this lease to any affiliate or parent company of the LESSEE or its stock or equity interests among the existing stockholders or members of the LESSEE or among members of their respective families for estate planning purposes shall not be deemed an assignment under this section.

11. SUBORDINATION.

This section is intentionally left blank.

12. LESSOR'S ACCESS.

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR shall elect to do and may show Leased Premises to others, at reasonable times so as not to interrupt LESSE'S business within (3) three months before expiration of the term.

13. INDEMNIFICATION AND LIABILITY.

LESSEE shall save the LESSOR harmless from all loss and damage resulting from its failure to comply with its covenants and obligation under this Lease, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR.

14. LESSEE'S LIABILITY INSURANCE.

15. LESSEE shall maintain with respect to the leased premises and the property of which the Leased Premises are a part comprehensive public liability insurance with property damage insurance with responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided.

16. FIRE CASUALTY - EMINENT DOMAIN.

Should as substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. The LESSOR reserves, and the LESSEE grants the LESSOR all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment and relocation expenses.

17. DEFAULTS AND BANKRUPTCY.

(C) In the event that: (i) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for (10) ten days after written notice thereof; or (ii) the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within (3) thirty days after written notice thereof; or (iii) LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property from the benefit of creditors, the LESSOR shall then have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, (iv) to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

(D) LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of (18%) eighteen per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

18. NOTICE.

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSOR. All rent notices shall be paid and sent to the LESSOR at such address as the LESSOR may from time to time advise in writing.

19. SURRENDER.

LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises, (including without hereby limiting the generality of the

foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises.) LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted.

20. LANDLORD'S COVENANTS AND NON-DISTURBANCE.

If LESSEE pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, LESSEE shall peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by LESSOR, except if such acts are beyond control of LESSOR. LESSOR warrants that he is the fee owner of the Premises and that he has full authority to enter into this Lease with LESSEE. LESSEE shall be entitled to the benefit of any real estate tax abatements received by LESSOR for any tax period during the term of this Lease and LESSOR shall remit to LESSEE its proportionate share of such abatements within (5) five days of LESSOR'S receipt of same (including receipt by LESSOR after the expiration or earlier termination of this Lease, so long as such abatement applies to a tax period during the term of this Lease (as it may be extended.)

21. OTHER PROVISIONS.

See Addendum "A" attached hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seal this 1 day of January 2014.

LESSORS

LESSEE

Maggie Oldfield
Maggie Oldfield

Josh Oldfield
The Thayer Nursery Corporation
Josh Oldfield

Philip Laing
Philip Laing

AGRISTER LEASE
270 Hillside Street
0 and 24 Forest Street
Milton, Massachusetts 02186

1. PARTIES.

LESSOR - Margaret Oldfield and 'The Oldfield Family Trust' of 270 Hillside Street, 0 and 24 Forest Street, Milton, Norfolk County, Massachusetts (the LESSOR) which expression shall include its successors, and assigns where the context so admits, does hereby lease to the LESSEE - The Thayer Nursery Corporation of 270 Hillside Street, Norfolk County, Massachusetts (the LESSEE), which expression shall include his successors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises on January 1, 2009.

2. PREMISES.

LESSEE leases the premises (described as the Leased Premises) located in Milton, Massachusetts and containing approximately 5.284 acres as shown on the Milton Assessor's Map. The Leased Premises are more particularly described on Addendum "A" attached hereto.

3. TERM.

The term of this lease shall be 5 years.

4. RENT.

The LESSEE shall pay to the LESSOR the rent of One Dollar (\$1.00) paid on or before January 1 each year.

5. UTILITIES.

LESSEE shall reimburse the LESSOR, all charges for electricity and other utilities that are furnished to the Leases Premises. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which shall not be unreasonably withheld or delayed.

6. LEASED PREMISES COMPLIANCE WITH LAWS.

LESSEE shall use the Leased Premises for the operation of a nursery, farm stand (both wholesale and retail) and composting site. The LESSEE acknowledges that no trade or occupation shall be conducted on the Leased Premises or use made thereof which will be unlawful, improper or contrary to any law in force in the Town of Milton.

7. FIRE INSURANCE.

LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part or on the contents of said

property. The LESSEE shall on demand reimburse the LESSOR and all other tenets, all extra insurance premiums caused by the LESSEE'S use of the premises.

8. LESSEE'S MAINTENANCE OBLIGATIONS.

LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, nor suffer any waste. LESSEE shall obtain consent of LESSOR before erecting any sign on the premises. The removal of snow and ice from the immediate area bordering upon the leased premises shall be responsibility of the LESSEE.

9. ALTERATIONS - ADDITIONS.

Lessee shall not make any structural or non-structural alterations or additions to the Leased Premises, unless the LESSOR consents thereto. All such alterations shall be at LESSEE'S expense and shall be of quality construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the Leased Premises. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

10. ASSIGNMENTS OR SUBLEASING.

The LESSEE shall not assign or sublet the whole or any part of the Leased Premises without LESSOR'S prior written consent. The transfer of this lease to any affiliate or parent company of the LESSEE or its stock or equity interests among the existing stockholders or members of the LESSEE or among members of their respective families for estate planning purposes shall not be deemed an assignment under this section.

11. SUBORDINATION.

This section is intentionally left blank.

12. LESSOR'S ACCESS.

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR shall elect to do and may show Leased Premises to others, at reasonable times so as not to interrupt LESSE'S business within (3) three months before expiration of the term.

13. INDEMNIFICATION AND LIABILITY.

LESSEE shall save the LESSOR harmless from all loss and damage resulting from its failure to comply with its covenants and obligation under this Lease, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR.

14. LESSEE'S LIABILITY INSURANCE.

LESSEE shall maintain with respect to the leased premises and the property of which the Leased Premises are a part comprehensive public liability insurance with property damage insurance with responsible companies qualified to do business in Massachusetts

and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property a provided.

15. FIRE CASUALTY - EMINENT DOMAIN.

Should as substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. The LESSOR reserves, and the LESSEE grants the LESSOR all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment and relocation expenses.

16. DEFAULTS AND BANKRUPTCY.

(E) In the event that: (i) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for (10) ten days after written notice thereof; or (ii) the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within (3) thirty days after written notice thereof; or (iii) LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property from the benefit of creditors, the LESSOR shall then have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, (iv) to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

(F) LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of (18%) eighteen per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

17. NOTICE.

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSOR. All rent notices shall be paid and sent to the LESSOR at such address as the LESSOR may from time to time advise in writing.

18. SURRENDER.

LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises, (including without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises.) LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted.

19. LANDLORD'S COVENANTS AND NON-DISTURBANCE.

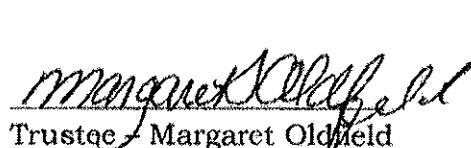
If LESSEE pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, LESSEE shall peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by LESSOR, except if such acts are beyond control of LESSOR. LESSOR warrants that he is the fee owner of the Premises and that he has full authority to enter into this Lease with LESSEE. LESSEE shall be entitled to the benefit of any real estate tax abatements received by LESSOR for any tax period during the term of this Lease and LESSOR shall remit to LESSEE its proportionate share of such abatements within (5) five days of LESSOR'S receipt of same (including receipt by LESSOR after the expiration or earlier termination of this Lease, so long as such abatement applies to a tax period during the term of this Lease (as it may be extended.))

20. OTHER PROVISIONS.

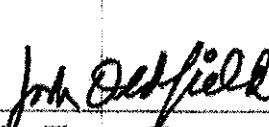
See Addendum "A" attached hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seal this 1 day of Jan, 2014.

LESSORS


Trustee Margaret Oldfield

LESSEE


The Thayer Nursery Corporation
Josh Oldfield

AGRISTER LEASE
217 Hillside Street
Milton, Massachusetts 02186

1. PARTIES.

LESSOR - Stephanie and Josh Oldfield of 217 Hillside Street, Milton, Norfolk County, Massachusetts (the LESSOR) which expression shall include its successors, and assigns where the context so admits, does hereby lease to the LESSEE - The Thayer Nursery Corporation of 270 Hillside Street, Norfolk County, Massachusetts (the LESSEE), which expression shall include his successors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises on November 26, 2014.

2. PREMISES.

LESSEE leases the premises (described as the Leased Premises) located in Milton, Massachusetts and containing approximately 2.68 acres as shown on the Milton Assessor's Map. The Leased Premises are more particularly described on Addendum "A" attached hereto.

3. TERM.

The term of this lease shall be 5 years.

4. RENT.

The LESSEE shall pay to the LESSOR the rent of One Dollar (\$1.00) paid on or before January 1 each year.

5. UTILITIES.

LESSEE shall reimburse the LESSOR, all charges for electricity and other utilities that are furnished to the Leases Premises. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which shall not be unreasonably withheld or delayed.

6. LEASED PREMISES COMPLIANCE WITH LAWS.

LESSEE shall use the Leased Premises for the operation of a nursery, farm stand (both wholesale and retail) and composting site. The LESSEE acknowledges that no trade or occupation shall be conducted on the Leased Premises or use made thereof which will be unlawful, improper or contrary to any law in force in the Town of Milton.

7. FIRE INSURANCE.

LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part or on the contents of said property. The LESSEE shall on demand reimburse the LESSOR and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.

8. LESSEE'S MAINTENANCE OBLIGATIONS.

LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, nor suffer any waste. LESSEE shall obtain consent of LESSOR before erecting any sign on the premises. The removal of snow and ice from the immediate area bordering upon the leased premises shall be responsibility of the LESSEE.

9. ALTERATIONS - ADDITIONS.

Lessee shall not make any structural or non-structural alterations or additions to the Leased Premises, unless the LESSOR consents thereto. All such alterations shall be at LESSEE'S expense and shall be of quality construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the Leased Premises. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

10. ASSIGNMENTS OR SUBLEASING.

The LESSEE shall not assign or sublet the whole or any part of the Leased Premises without LESSOR'S prior written consent. The transfer of this lease to any affiliate or parent company of the LESSEE or its stock or equity interests among the existing stockholders or members of the LESSEE or among members of their respective families for estate planning purposes shall not be deemed an assignment under this section.

11. SUBORDINATION.

This section is intentionally left blank.

12. LESSOR'S ACCESS.

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR shall elect to do and may show Leased Premises to others, at reasonable times so as not to interrupt LESSE'S business within (3) three months before expiration of the term.

13. INDEMNIFICATION AND LIABILITY.

LESSEE shall save the LESSOR harmless from all loss and damage resulting from its failure to comply with its covenants and obligation under this Lease, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR.

14. LESSEE'S LIABILITY INSURANCE.

LESSEE shall maintain with respect to the leased premises and the property of which the Leased Premises are a part comprehensive public liability insurance with property damage insurance with responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property a provided.

15. FIRE CASUALTY - EMINENT DOMAIN.

Should as substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. The LESSOR reserves, and the LESSEE grants the LESSOR all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment and relocation expenses.

16. DEFAULTS AND BANKRUPTCY.

(G) In the event that: (i) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for (10) ten days after written notice thereof; or (ii) the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within (3) thirty days after written notice thereof; or (iii) LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property from the benefit of creditors, the LESSOR shall then have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, (iv) to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

(H) LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of (18%) eighteen per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

17. NOTICE.

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the LESSOR. All rent notices shall be paid and sent to the LESSOR at such address as the LESSOR may from time to time advise in writing.

18. SURRENDER.

LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises, (including without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises.) LESSEE shall deliver to the LESSOR the Leased Premises and all keys,

locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted.

39. LANDLORD'S COVENANTS AND NON-DISTURBANCE.

If LESSEE pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, LESSEE shall peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by LESSOR, except if such acts are beyond control of LESSOR. LESSOR warrants that he is the fee owner of the Premises and that he has full authority to enter into this Lease with LESSEE. LESSEE shall be entitled to the benefit of any real estate tax abatements received by LESSOR for any tax period during the term of this Lease and LESSOR shall remit to LESSEE its proportionate share of such abatements within (5) five days of LESSOR'S receipt of same (including receipt by LESSOR after the expiration or earlier termination of this Lease, so long as such abatement applies to a tax period during the term of this Lease (as it may be extended.))

40. OTHER PROVISIONS.

See Addendum "A" attached hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seal this 26th day of November, 2014.

LESSORS

Josh Oldfield
Josh Oldfield

Stephanie F. Oldfield
Stephanie Oldfield

LESSEE

Maggie Oldfield
Maggie Oldfield
The Thayer Nursery Corp.

Josh Oldfield
Josh Oldfield
The Thayer Nursery Corp.

EcoTec, Inc.
ENVIRONMENTAL CONSULTING SERVICES
102 Grove Street
Worcester, MA 01605-2629
508-752-9666 – Fax: 508-752-9494

February 5, 2014

James Burke, PE
DeCelle-Burke & Associates
149 Independence Avenue
Quincy, MA 02169

RE: Wetland Resource Evaluation, 270 Hillside Street, Milton, Massachusetts

Dear Mr. Burke:

On January 29, 2014, EcoTec, Inc. inspected the above-referenced property for the presence of wetland resources as defined by: (1) the Massachusetts Wetlands Protection Act (M.G.L. Ch. 131, § 40; the “Act”) and its implementing regulations (310 CMR 10.00 *et seq.*; the “Regulations”); (2) the U.S. Clean Water Act (i.e., Section 404 and 401 wetlands); or (3) the Town of Milton Wetlands Protection Bylaw and regulations. Scott Morrison, RPSS conducted the inspection.

The subject site consists of a 5.0± acre parcel located to the south of Hillside Street and east of Forest Street in Milton. This site consists of three parcels including Assessor’s Map N-12, Parcels 1A, 1B, and 1C, which is the Thayer Nursery property. The upland portions of the site consist of an existing greenhouse facility including two homes, barns, greenhouse, parking lot, lawn, and nursery storage and growing areas. Plant species observed include apple (*Pyrus malus*), sugar maple (*Acer saccharum*), shag-bark hickory (*Carya ovata*), white ash (*Fraxinus americana*), and Norway maple (*Acer platanoides*), trees and/or saplings; oriental bitter-sweet (*Celastrus orbiculata*), poison ivy (*Toxicodendron radicans*), and Virginia creeper (*Parthenocissus quinquefolia*), climbing woody vines; bramble (*Rubus sp.*), honeysuckle (*Lonicera sp.*), multiflora rose (*Rosa multiflora*), winged euonymus (*Euonymus alata*) Japanese barberry (*Berberis thunbergii*) shrubs; and grasses (Gramineae sp.), and white clover (*Trifolium repens*) ground cover. Numerous ornamental trees, saplings, and shrubs were also observed.

Findings

The site and areas within 100 feet of the site were evaluated and no Bordering or Isolated Vegetated Wetlands were observed. Therefore, the site is not located within the Buffer Zone.

The Massachusetts Rivers Protection Act amended the Act to establish an additional wetland resource area: Riverfront Area. Based upon a review of the current USGS Map (i.e., Norwood Quadrangle, dated 1985, attached) and observations made during the site inspection, there are no mapped or unmapped streams located within 200 feet of the site. Accordingly, Riverfront Area would not occur on the site. Riverfront Area does not have a Buffer Zone under the Act.

Mr. Burke, PE
February 5, 2014
Page 2.

The Regulations require that no project may be permitted that will have any adverse effect on specified habitat sites of rare vertebrate or invertebrate species, as identified by procedures set forth at 310 CMR 10.59. Based upon a review of the *Massachusetts Natural Heritage Atlas*, 13th edition, Priority Habitats and Estimated Habitats, Blue Hills Quadrangle, valid from October 1, 2008, there are no Estimated Habitats [for use with the Act and Regulations (310 CMR 10.00 *et seq.*)], Priority Habitats [for use with Massachusetts Endangered Species Act (M.G.L. Ch. 131A; "MESA") and MESA Regulations (321 CMR 10.00 *et seq.*)], or Certified Vernal Pools on or in the immediate vicinity of the site. A copy of this map is attached.

Bordering Land Subject to Flooding is an area that floods due to a rise in floodwaters from a bordering waterway or water body. Where flood studies have been completed, the boundary of Bordering Land Subject to Flooding is based upon flood profile data prepared by the National Flood Insurance Program. Section 10.57(2)(a)3. states that "The boundary of Bordering Land Subject to Flooding is the estimated maximum lateral extent of flood water which will theoretically result from the statistical 100-year frequency storm." Based upon a review of the Middlesex County FIRM Map 25021C0202E the site is not located within a flood zone.

Based upon the assessment described above, it is EcoTec's opinion that the site is not located within jurisdiction of the Wetlands Protection Act or the Town of Milton Wetlands Protection Bylaw. The reader should be aware that the regulatory authority for determining wetland jurisdiction rests with local, state, and federal authorities. A brief description of my experience and qualifications is attached. If you have any questions, please feel free to contact me at any time.

Cordially,
ECOTEC, INC.



Scott M. Morrison, RPSS
Senior Environmental Scientist

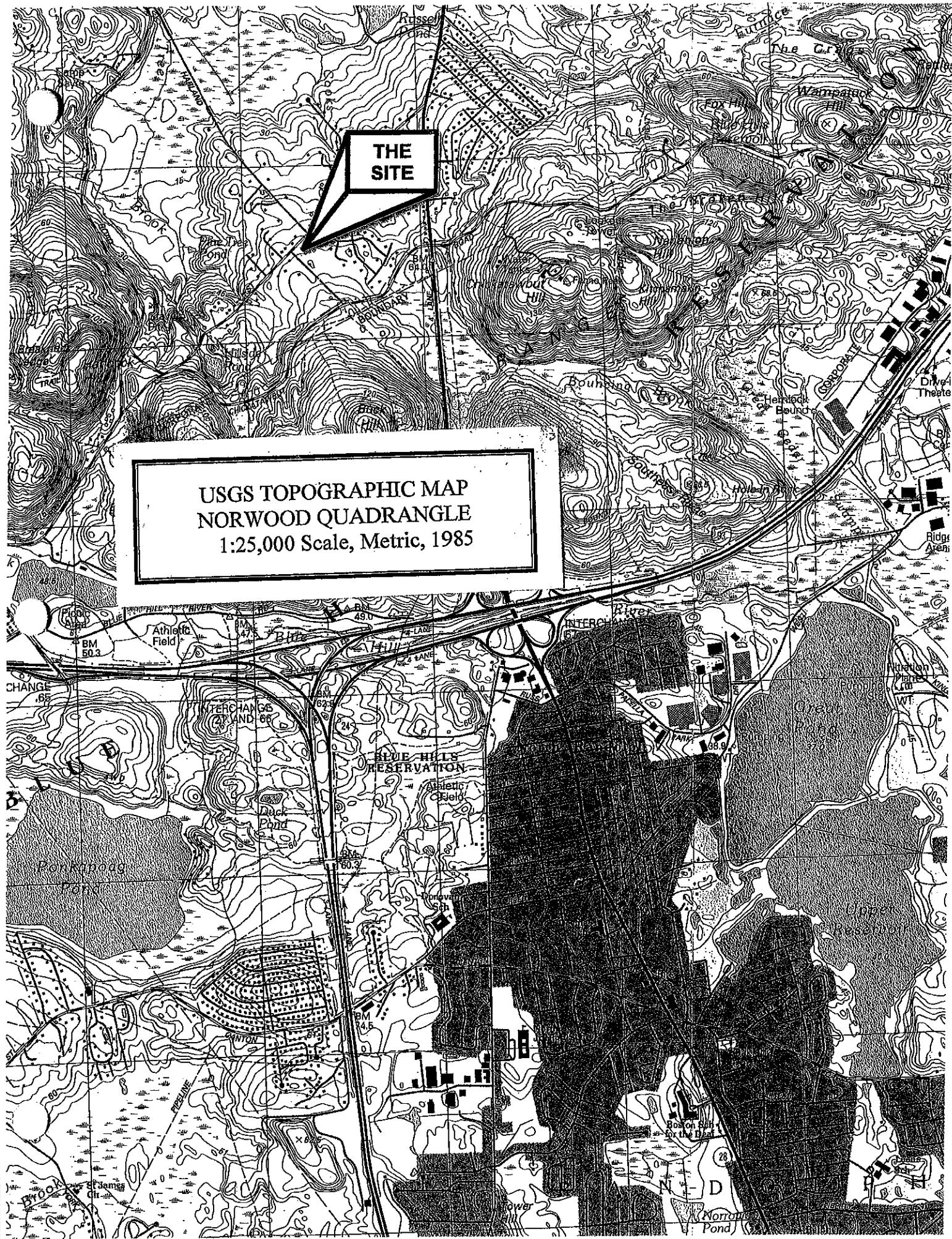
Attachments (4, 4 pages)

17/B/Milt270HillsideStreport

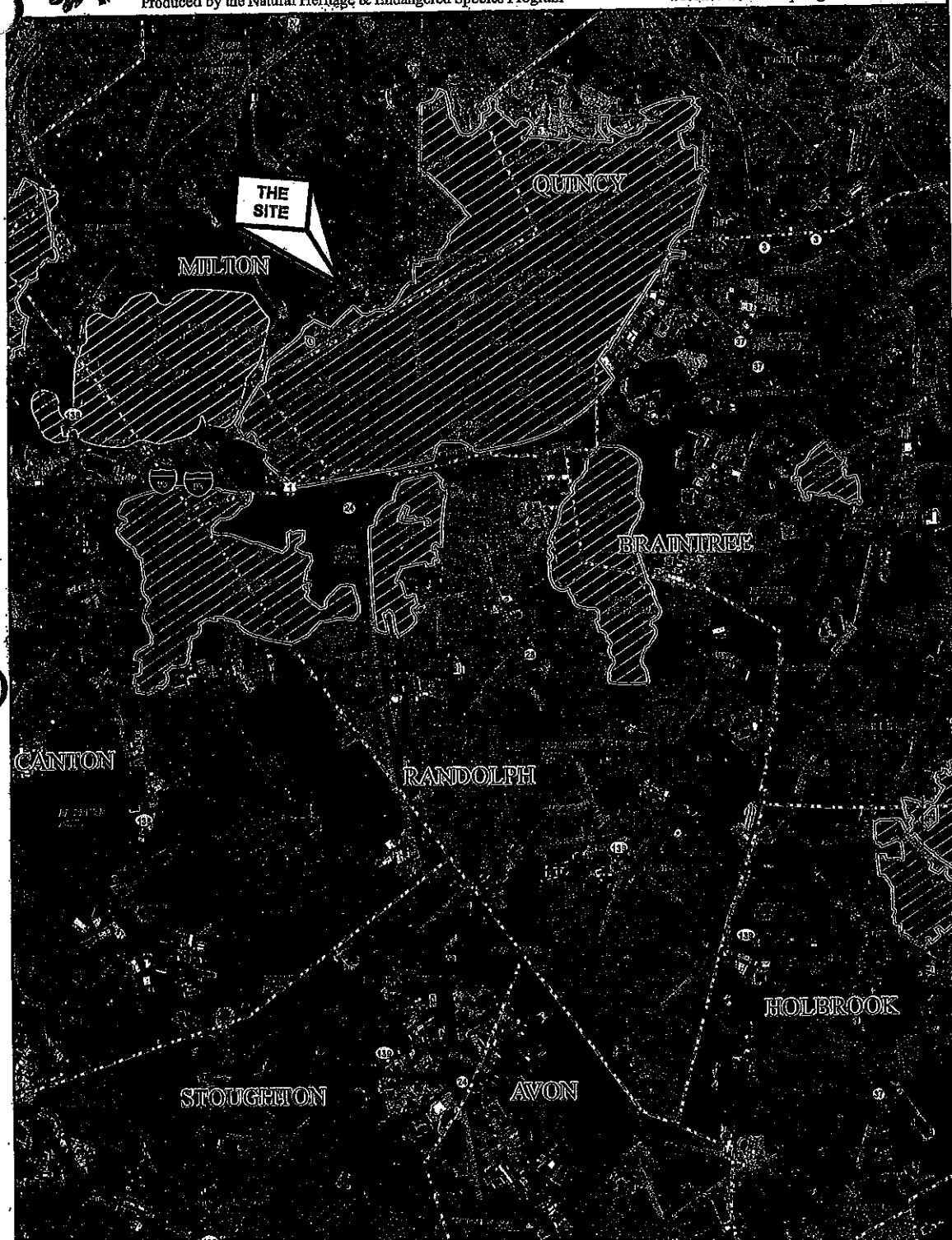
EcoTec, Inc.

THE SITE

USGS TOPOGRAPHIC MAP
NORWOOD QUADRANGLE
1:25,000 Scale, Metric, 1985

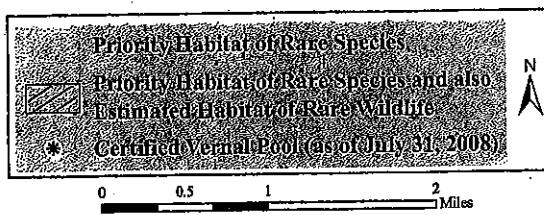


Priority Habitats and Estimated Habitats - Effective October 1, 2008
Priority Habitats for use with the MA Endangered Species Act Regulations (321 CMR 10)
Estimated Habitats for use with the MA Wetlands Protection Act Regulations (310 CMR 10)
Produced by the Natural Heritage & Endangered Species Program website: www.nhesp.org

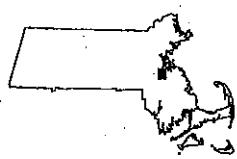


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p.135	p.136	p.137	p.138	p.139



Blue Hills Quad



MAP SCALE 1" = 500'

1000
500
0 FEET

METERS

PANEL 0202E

FIRM

**FLOOD INSURANCE RATE MAP
NORFOLK COUNTY,
MASSACHUSETTS
(ALL JURISDICTIONS)**

PANEL 202 OF 241

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	NUMBER	PANEL	SUFFIX
COMMUNITY:	250245	0202	E
NEWTON, TOWN OF CITY/OF	250249	0202	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER

25021C0202E

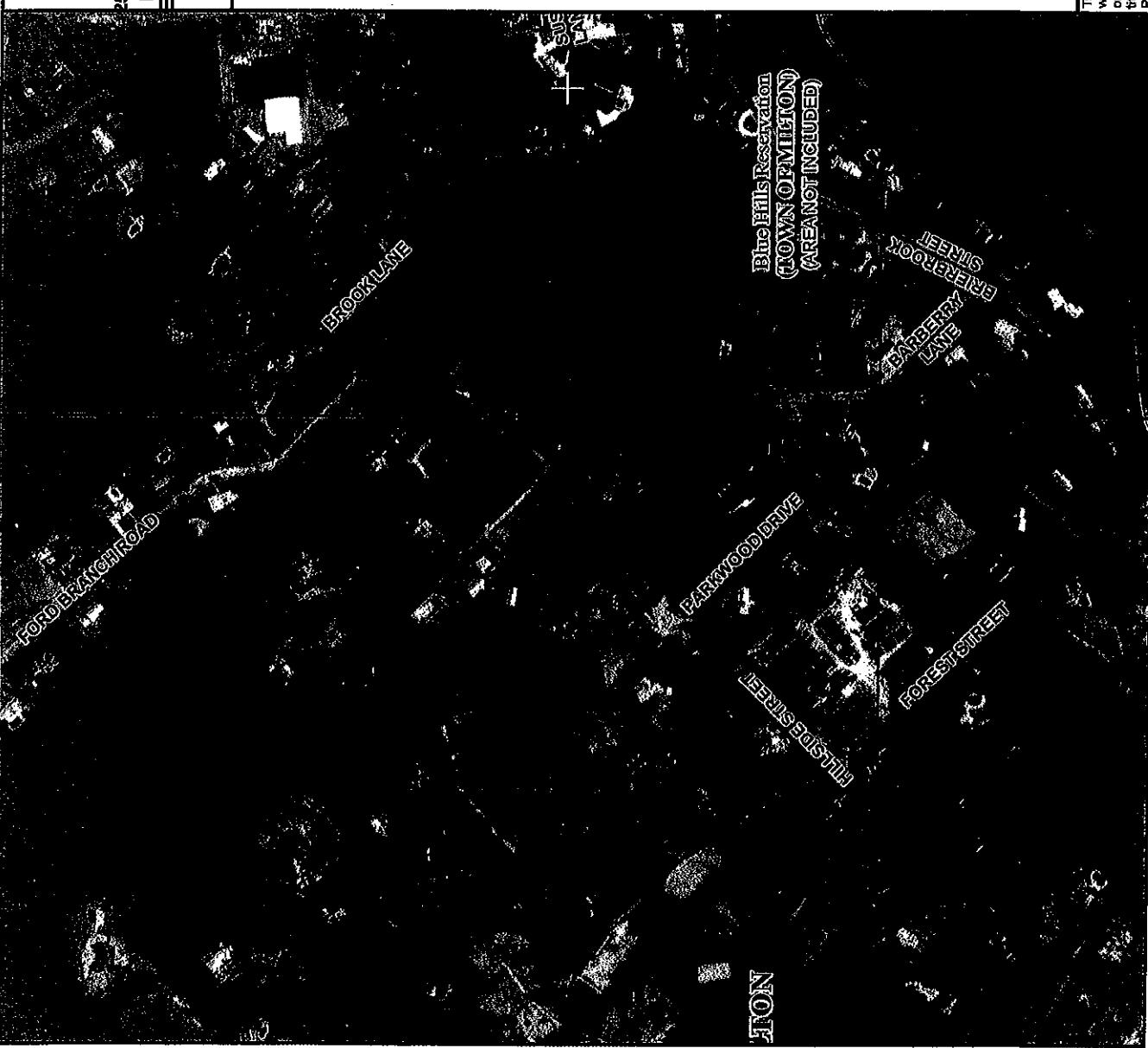
EFFECTIVE DATE

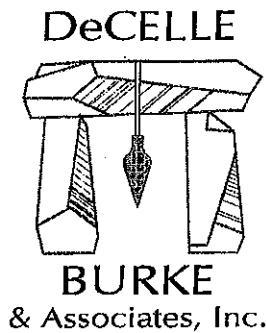
JULY 17, 2012

Federal Emergency Management Agency



This is an official copy of a portion of the above referenced flood map. It was extracted using F-MITT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.msfc.fema.gov.





Engineering Report for a Existing Nursery and Landscape Business In Milton, Massachusetts

Prepared by:

DeCelle-Burke and Associates, Inc.
1266 Furnace Brook Parkway, Unit 401
Quincy, MA 02169

Prepared for:

Thayer Nursery
270 Hillside Street
Milton, MA 02186

February 25, 2015

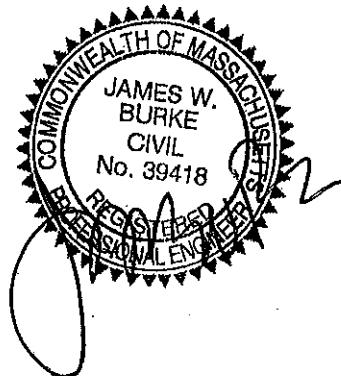


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Section 1 – Project Narrative
Existing Conditions
Proposed Conditions
Stormwater Report

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USGS Map
FEMA Panel
Soils Map
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Operations and Maintenance Plan
HydroCad Calculations

SECTION I

PROJECT NARRATIVE

Existing Conditions

The project locus, 270 Hillside Street in Milton, Massachusetts is a 5.4 acre parcel of land located in the Residence A zoning district. The parcel is improved with two (2) single family dwellings, a 2-1/2 story shop building, a greenhouse and several large barns and sheds. The lot is accessed from Forest Street from a single curb cut that services a gravel parking area. The property abuts Hillside Street to the west, and Forest Street to the south. Residential properties abut the locus to the north and east.

The buildings are serviced by public water, private sewer, and overhead power and communications from the Hillside Street and Forest Street public layouts. No existing site drainage was found servicing the site. The site drains overland uncontrolled into abutting streets and private properties. The site topography ranges from a high elevation of 196 at the southeast corner to a low of 182 along the north eastern property boundary. The elevations are based on the North American Vertical Datum of 1988 (NAVD). The site is not in any FEMA mapped flood zone.

The primary use of the property is as a tree nursery and landscaping business. Operations on the property include but are not limited to tree planting and transplanting, transportation and storage of landscape materials such as mulch and stone dust, transportation of hardscape materials such as pave stone and concrete block, and the sale and storage of kiln dried firewood. The nursery also stocks Christmas trees and wreaths for seasonal sales.

Site soils for the parcel are defined by the Natural Resources Conservation Service (NRCS) as Woodbridge, a fine sandy loam. These soils are defined as moderately well drained sloping soils on top of hills, on the side slope and on toe slopes of uplands.

Proposed Conditions

The existing business operations on the site are being realigned to minimize visual, auditory and fugitive dust impacts to abutting properties. Hours of operation and rules regarding operations on site will be outlined under separate cover..

Fences outfitted with sound attenuating material will be installed along the property lines with residential abutters as shown on the site plans. These fences combined with new vegetative plantings will provide visual, noise and dust reduction to the maximum extent practicable.

To help mitigate runoff from leaving the site a drainage trench has been installed along the southeasterly property line. This trench will convey runoff to two leach pits that were installed behind the existing barn. Overland flow from the site will follow existing flow paths. Limited regrading to the site is proposed. The overland flow will flow to a new catch basin connected to a twelve (12) unit Cultec recharge system located in the northerly nursery stock area. The Cultecs will capture and recharge site runoff not captured by the trench. A ten (10) inch PVC overflow will connect the proposed catch basin to a catch basin in the Hillside Street Public layout.

Stormwater Management

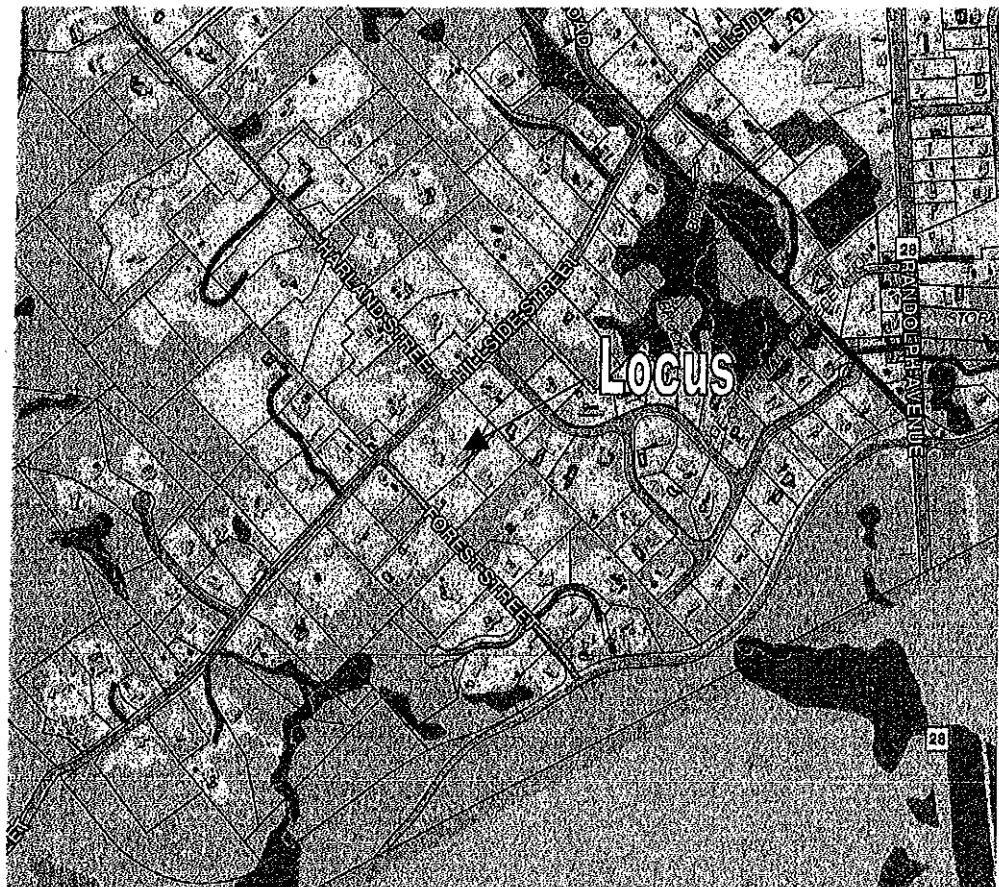
Thayer Nursery proposes to comply with Massachusetts Stormwater Management Policy by installing twelve Cultec chambers. The chambers will recharge the stormwater runoff generated by the buildings and parking areas. Calculations are attached that provide the hydraulic performance model of the chambers for the 2, 10, 25 & 100-year storm event. The infiltration chambers exceed the required water quality storage volume and eliminates any suspended solids contaminated runoff generated from this area.

Stormwater Runoff Comparison Chart for Pre- and Post-Construction

2-Year Storm (3.2")			
Existing Conditions		Proposed Conditions	
Area Description	Flow (CFS)	Area Description	Flow (CFS)
Flow off-site	8.70	Flow off-site	8.55
10-Year Storm (4.7")			
Existing Conditions		Proposed Conditions	
Area Description	Flow (CFS)	Area Description	Flow (CFS)
Flow off-site	16.52	Flow off-site	14.84
25-Year Storm (5.6")			
Existing Conditions		Proposed Conditions	
Area Description	Flow (CFS)	Area Description	Flow (CFS)
Flow off-site	21.43	Flow off-site	18.30
100-Year Storm (7.0")			
Existing Conditions		Proposed Conditions	
Area Description	Flow (CFS)	Area Description	Flow (CFS)
Flow off-site	29.38	Flow off-site	25.02

Section 2 - Supporting Maps

Assessor's Map
USGS Map
FEMA Panel
Soils Map
NHESP Map



Map N Block 12 Lots 1A, 1B & 1C

DATE: February 25, 2015	TITLE: ASSESSORS MAP	SCALE: NOT TO SCALE
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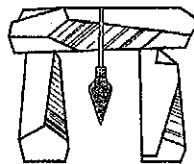
PREPARED FOR:

**Thayer Nursery
270 Hillside Street
Milton, MA**

DeCELLE

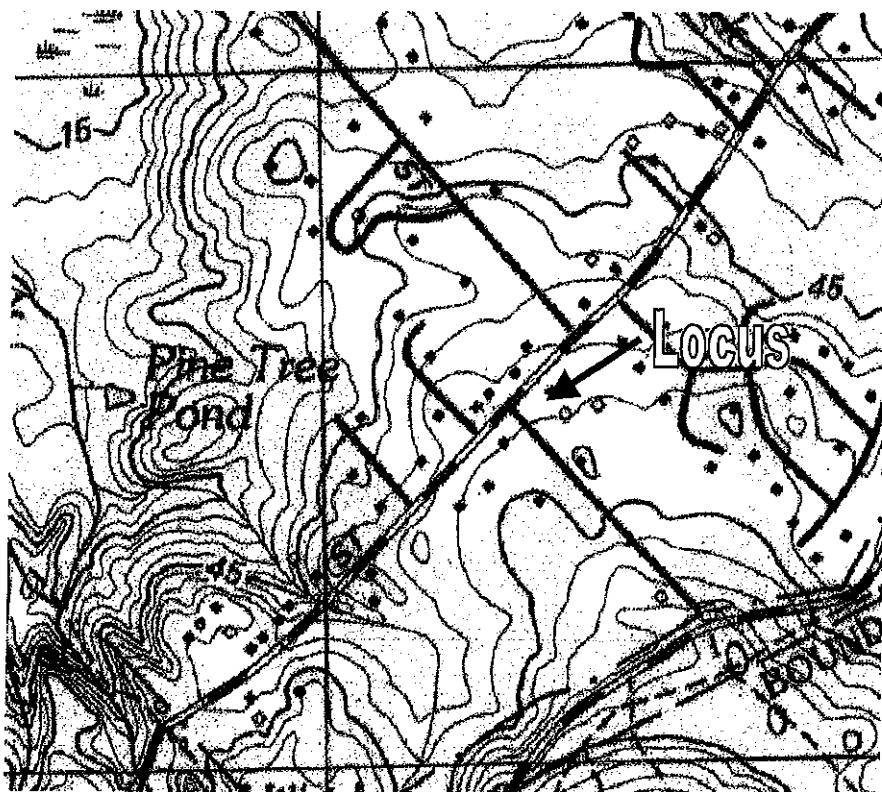
PROJECT TITLE:

**Theyer Nursery
270 Hillside Street
Milton, MA**



BURKE
& Associates, Inc.

1266 Furnace Brook Parkway, Unit 401, Quincy, MA 02169
(617) 405-5100 (O) (617) 405-5101 (F)



DATE:
February 25, 2015

TITLE:

USGS MAP

SCALE:
NOT TO SCALE

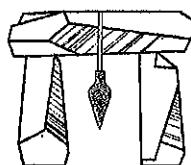
PREPARED FOR:

Thayer Nursery
270 Hillside Street
Milton, MA

DeCELLE

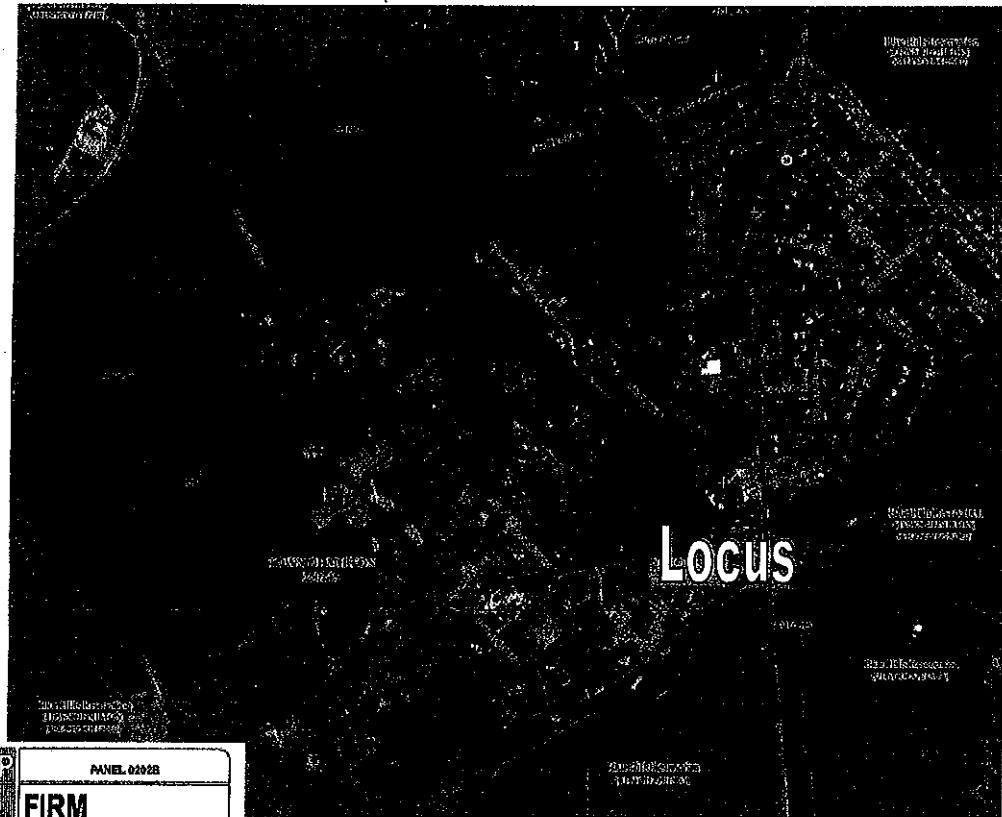
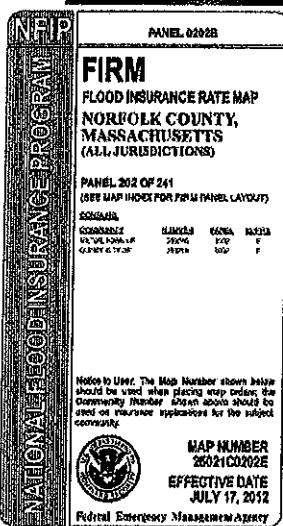
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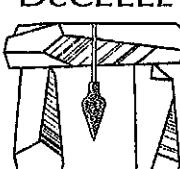
Thayer Nursery
270 Hillside Street
Milton, MA

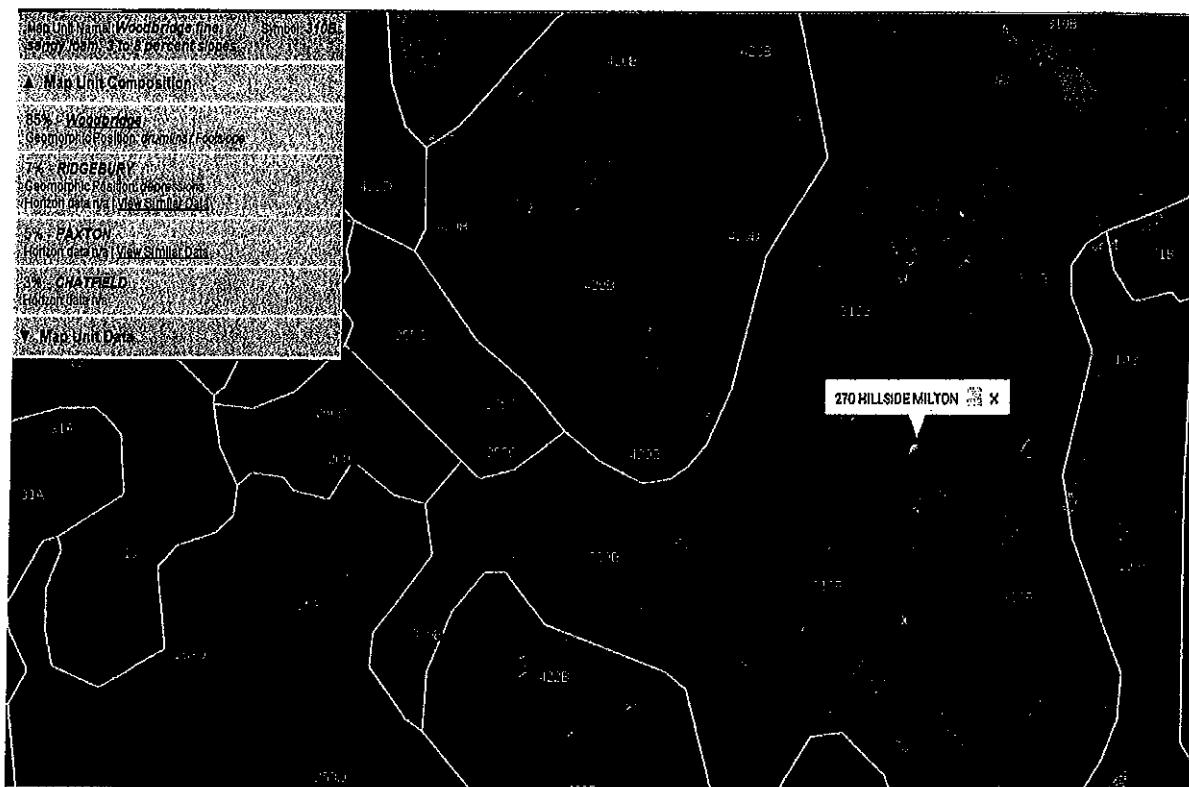


BURKE
& Associates, Inc.

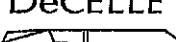
1266 Furnace Brook Parkway, Unit 401, Quincy, MA 02169
(617) 405-5100 (O) (617) 405-5101 (F)

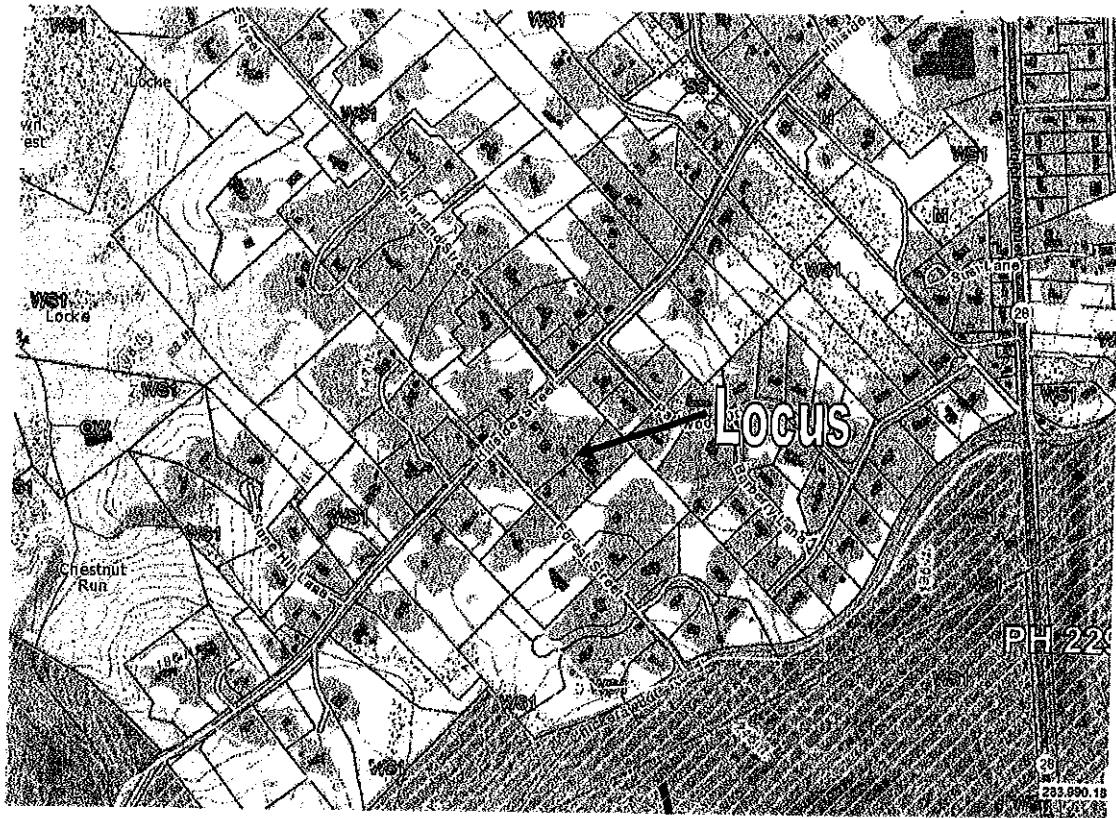


DATE: February 25, 2015	TITLE: FEMA FLOOD MAP	SCALE: NOT TO SCALE
PREPARED FOR:		
Thayer Nursery 270 Hillside Street Milton, MA		
 DeCELLE BURKE & Associates, Inc. 1266 Furnace Brook Parkway, Unit 401, Quincy, MA 02169 (617) 405-5100 (O) (617) 405-5101 (F)		
PROJECT TITLE: Thayer Nursery 270 Hillside Street Milton, MA		



Soils Map provided by a website maintained by the University of California-Davis and supported by the Natural Resources Conservation Service.

DATE: February 25, 2015	TITLE: Soils MAP	SCALE: NOT TO SCALE
PREPARED FOR: Thayer Nursery 270 Hillside Street Milton, MA		PROJECT TITLE: Thayer Nursery 270 Hillside Street Milton, MA
 DeCELLE BURKE & Associates, Inc. 1266 Furnace Brook Parkway, Unit 401, Quincy, MA 02169 (617) 405-5100 (O) (617) 405-5101 (F)		



DATE:
February 25, 2015

TITLE:

NHESP MAP

SCALE:
NOT TO SCALE

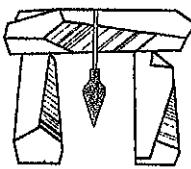
PREPARED FOR:

Thayer Nursery
270 Hillside Street
Milton, MA

DeCELLE

PROJECT TITLE:

Thayer Nursery
270 Hillside Street
Milton, MA



BURKE
& Associates, Inc.

1266 Furnace Brook Parkway, Unit 401, Quincy, MA 02169
(617) 405-5100 (O) (617) 405-5101 (F)

Section 3 — Stormwater Operation & Maintenance Plan

Structural Operations

Catch Basin

The catch basin was installed to remove trash, debris, sediment and a percentage of grease and oil from stormwater. Oil and grease will float on the surface of the pooled water and be trapped by an inverted elbow. To ensure maximum capacity and efficiency, the sumps will be cleaned when half of the available capacity of the deep sump has been used or at a minimum of once per year. The Manager shall inspect the manhole sumps at least twice per year. The Manager shall hire a contractor in good standing in the Commonwealth of Massachusetts with experience in cleaning stormwater sumps with a vacuum truck. All sediment and water retrieved from the tanks shall be disposed of by the hired company off-site in a legal manner. The Manager shall provide a written inspection report of which an example form is attached.

Underground Cultec Chambers

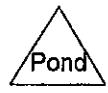
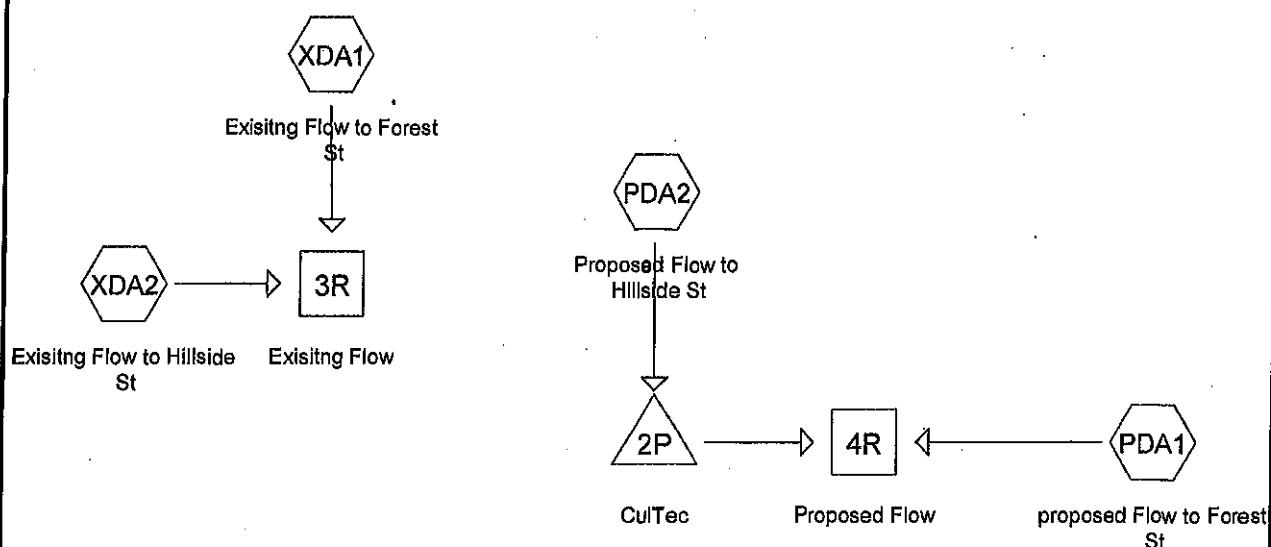
The underground Cultec chambers were installed to recharge stormwater runoff from the roof of the building. The benefit of this structural stormwater BMP is that the roof runoff does not generate sediment and the chambers shall remain effective for a long period of time. Inspection ports brought to grade are ineffective given the location of the chambers under a residential slab floor. Overflow ports at the building can be observed to determine the effectiveness of the chambers. The Site Manager shall inspect the chambers overflows during large storm events to determine the effectiveness.

Site Management

The site shall be inspected on a quarterly basis for rutting, potholes, broken berms, depressions eroded areas and any other site damage caused by vehicular or human activity. The landscaped areas shall be raked as necessary to maintain their grade. Grassed areas shall be raked out and seeded as needed to maintain an even vegetated surface. The Manager shall hire a contractor in good standing in the Commonwealth of Massachusetts with experience in paving to repair any potholes, broken berms or other damaged paved area. The Manager shall hire a landscaper in good standing in the Commonwealth of Massachusetts with experience in re-vegetating eroded areas.

Record Keeping

Records of the inspections and maintenance for the Non-Structural and Structural Operations performed or organized by Manager for the property shall be up to date and available for review and inspection. An example record keeping sheet is attached.



Routing Diagram for Thayer Nursery
 Prepared by DeCelle-Burke & Associates, Printed 2/27/2015
 HydroCAD® 10.00-12 s/n 07920 © 2014 HydroCAD Software Solutions LLC

Thayer Nursery

Prepared by DeCelle-Burke & Associates

HydroCAD® 10.00-12 s/n 07920 © 2014 HydroCAD Software Solutions LLC

Type III 24-hr Rainfall=3.20"

Printed 2/27/2015

Page 2

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond 2P: CulTec

Peak Elev=180.87' Storage=1,323 cf Inflow=6.10 cfs 0.405 af

Discarded=0.00 cfs 0.002 af Primary=6.03 cfs 0.396 af Outflow=6.03 cfs 0.398 af

Reach 3R: Existing Flow

Inflow=8.70 cfs 0.576 af

Outflow=8.70 cfs 0.576 af

Reach 4R: Proposed Flow

Inflow=8.55 cfs 0.568 af

Outflow=8.55 cfs 0.568 af

Subcatchment PDA1: proposed Flow to

Runoff Area=62,948 sf 2.81% Impervious Runoff Depth>1.43"

Tc=5.0 min CN=82 Runoff=2.60 cfs 0.172 af

Subcatchment PDA2: Proposed Flow to

Runoff Area=171,578 sf 13.26% Impervious Runoff Depth>1.23"

Tc=5.0 min CN=79 Runoff=6.10 cfs 0.405 af

Subcatchment XDA1: Existing Flow to

Runoff Area=62,948 sf 2.81% Impervious Runoff Depth>1.43"

Tc=5.0 min CN=82 Runoff=2.60 cfs 0.172 af

Subcatchment XDA2: Existing Flow to

Runoff Area=171,578 sf 15.03% Impervious Runoff Depth>1.23"

Tc=5.0 min CN=79 Runoff=6.10 cfs 0.405 af

Total Runoff Area = 10.768 ac Runoff Volume = 1.153 af Average Runoff Depth = 1.28"
88.90% Pervious = 9.573 ac 11.10% Impervious = 1.195 ac

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Type III 24-hr Rainfall=3.20"

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Summary for Pond 2P: CulTec

Inflow Area = 3.939 ac, 13.26% Impervious, Inflow Depth > 1.23"
 Inflow = 6.10 cfs @ 12.08 hrs, Volume= 0.405 af
 Outflow = 6.03 cfs @ 12.11 hrs, Volume= 0.398 af, Atten= 1%, Lag= 1.5 min
 Discarded = 0.00 cfs @ 12.11 hrs, Volume= 0.002 af
 Primary = 6.03 cfs @ 12.11 hrs, Volume= 0.396 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 180.87' @ 12.11 hrs Surf.Area= 603 sf Storage= 1,323 cf

Plug-Flow detention time= 12.1 min calculated for 0.397 af (98% of inflow)
 Center-of-Mass det. time= 6.1 min (811.5 - 805.4)

Volume	Invert	Avail.Storage	Storage Description
#1A	175.00'	593 cf	7.00'W x 86.17'L x 3.67'H Field A 2,212 cf Overall - 730 cf Embedded = 1,481 cf x 40.0% Voids
#2A	175.50'	730 cf	Cultec R-V8HD x 12 Inside #1 Effective Size= 55.2" W x 32.0" H => 8.68 sf x 7.50' L = 65.1 cf Overall Size= 60.0" W x 32.0" H x 8.00" L with 0.50' Overlap Row Length Adjustment= -5.83' x 8.68 sf x 1 rows
#3	181.00'	9,249 cf	Custom Stage Data (Prismatic) Listed below
			10,572 cf Total Available Storage

Storage Group A created with Chamber Wizard

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
181.00	1,500	0	0
182.00	16,998	9,249	9,249

Device	Routing	Invert	Outlet Devices
#1	Primary	175.60'	10.0" Round Culvert L= 10.0' Ke= 0.500 Inlet / Outlet Invert= 175.60' / 175.60' S= 0.0000' / Cc= 0.900 n= 0.009 PVC, smooth interior, Flow Area= 0.55 sf
#2	Discarded	175.00'	0.170 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 0.00'
#3	Primary	180.80'	12.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

Discarded OutFlow Max=0.00 cfs @ 12.11 hrs HW=180.61' (Free Discharge)
 2=Exfiltration (Controls 0.00 cfs)

Primary OutFlow Max=5.62 cfs @ 12.11 hrs HW=180.60' (Free Discharge)
 1=Culvert (Inlet Controls 5.62 cfs @ 10.31 fps)
 3=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

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Type III 24-hr Rainfall=3.20"

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Summary for Reach 3R: Existing Flow

Inflow Area = 5.384 ac, 11.75% Impervious, Inflow Depth > 1.28"
 Inflow = 8.70 cfs @ 12.08 hrs, Volume= 0.576 af
 Outflow = 8.70 cfs @ 12.08 hrs, Volume= 0.576 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Reach 4R: Proposed Flow

Inflow Area = 5.384 ac, 10.45% Impervious, Inflow Depth > 1.27"
 Inflow = 8.55 cfs @ 12.10 hrs, Volume= 0.568 af
 Outflow = 8.55 cfs @ 12.10 hrs, Volume= 0.568 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Subcatchment PDA1: proposed Flow to Forest St

Runoff = 2.60 cfs @ 12.08 hrs, Volume= 0.172 af, Depth> 1.43"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=3.20"

Area (sf)	CN	Description
1,464	98	Roofs, HSG B
13,311	75	Small grain, straight row, Good, HSG B
10,817	75	Small grain, straight row, Good, HSG B
7,539	61	>75% Grass cover, Good, HSG B
302	98	Paved parking, HSG B
21,106	96	Gravel surface, HSG B
8,409	79	<50% Grass cover, Poor, HSG B
62,948	82	Weighted Average
61,182		97.19% Pervious Area
1,766		2.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0				Direct Entry,	

Summary for Subcatchment PDA2: Proposed Flow to Hillside St

Runoff = 6.10 cfs @ 12.08 hrs, Volume= 0.405 af, Depth> 1.23"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=3.20"

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Type III 24-hr Rainfall=3.20"

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Area (sf)	CN	Description
1,837	98	Roofs, HSG B
2,518	98	Roofs, HSG B
6,197	98	Roofs, HSG B
4,999	98	Roofs, HSG B
4,215	98	Paved parking, HSG B
2,554	98	Paved parking, HSG B
19,494	61	>75% Grass cover, Good, HSG B
3,111	61	>75% Grass cover, Good, HSG B
7,334	73	Small grain, contoured, Good, HSG B
31,891	73	Small grain, contoured, Good, HSG B
2,900	79	<50% Grass cover, Poor, HSG B
5,021	60	Woods, Fair, HSG B
426	98	Unconnected pavement, HSG B
79,081	82	Dirt roads, HSG B
171,578	79	Weighted Average
148,832		86.74% Pervious Area
22,746		13.26% Impervious Area
426		1.87% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Summary for Subcatchment XDA1: Existing Flow to Forest St

Runoff = 2.60 cfs @ 12.08 hrs, Volume= 0.172 af, Depth> 1.43"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=3.20"

Area (sf)	CN	Description
1,464	98	Roofs, HSG B
13,311	75	Small grain, straight row, Good, HSG B
10,817	75	Small grain, straight row, Good, HSG B
7,539	61	>75% Grass cover, Good, HSG B
302	98	Paved parking, HSG B
21,106	96	Gravel surface, HSG B
8,409	79	<50% Grass cover, Poor, HSG B
62,948	82	Weighted Average
61,182		97.19% Pervious Area
1,766		2.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Summary for Subcatchment XDA2: Existing Flow to Hillside St

Runoff = 6.10 cfs @ 12.08 hrs, Volume= 0.405 af, Depth> 1.23"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=3.20"

Area (sf)	CN	Description
1,837	98	Roofs, HSG B
2,518	98	Roofs, HSG B
6,197	98	Roofs, HSG B
4,999	98	Roofs, HSG B
4,215	98	Paved parking, HSG B
5,594	98	Paved parking, HSG B
19,494	61	>75% Grass cover, Good, HSG B
3,111	61	>75% Grass cover, Good, HSG B
5,687	73	Small grain, contoured, Good, HSG B
30,498	73	Small grain, contoured, Good, HSG B
2,900	79	<50% Grass cover, Poor, HSG B
5,021	60	Woods, Fair, HSG B
426	98	Unconnected pavement, HSG B
79,081	82	Dirt roads, HSG B
171,578	79	Weighted Average
145,792		84.97% Pervious Area
25,786		15.03% Impervious Area
426		1.65% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

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Type III 24-hr Rainfall=4.70"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond 2P: CulTec Peak Elev=181.05' Storage=1,825 cfs Inflow=11.77 cfs 0.779 af
Discarded=0.01 cfs 0.002 af Primary=10.29 cfs 0.769 af Outflow=10.30 cfs 0.771 af

Reach 3R: Existing Flow Inflow=16.52 cfs 1.095 af
Outflow=16.52 cfs 1.095 af

Reach 4R: Proposed Flow Inflow=14.84 cfs 1.086 af
Outflow=14.84 cfs 1.086 af

Subcatchment PDA1: proposed Flow to Runoff Area=62,948 sf 2.81% Impervious Runoff Depth>2.63"
Tc=5.0 min CN=82 Runoff=4.76 cfs 0.317 af

Subcatchment PDA2: Proposed Flow to Runoff Area=171,578 sf 13.26% Impervious Runoff Depth>2.37"
Tc=5.0 min CN=79 Runoff=11.77 cfs 0.779 af

Subcatchment XDA1: Existing Flow to Runoff Area=62,948 sf 2.81% Impervious Runoff Depth>2.63"
Tc=5.0 min CN=82 Runoff=4.76 cfs 0.317 af

Subcatchment XDA2: Existing Flow to Runoff Area=171,578 sf 15.03% Impervious Runoff Depth>2.37"
Tc=5.0 min CN=79 Runoff=11.77 cfs 0.779 af

Total Runoff Area = 10.768 ac Runoff Volume = 2.191 af Average Runoff Depth = 2.44"
88.90% Pervious = 9.573 ac 11.10% Impervious = 1.195 ac

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Type III 24-hr Rainfall=4.70"

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Summary for Pond 2P: CulTec

Inflow Area = 3.939 ac, 13.26% Impervious, Inflow Depth > 2.37"
 Inflow = 11.77 cfs @ 12.08 hrs, Volume= 0.779 af
 Outflow = 10.30 cfs @ 12.12 hrs, Volume= 0.771 af, Atten= 12%, Lag= 2.6 min
 Discarded = 0.01 cfs @ 12.12 hrs, Volume= 0.002 af
 Primary = 10.29 cfs @ 12.12 hrs, Volume= 0.769 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 181.05' @ 12.12 hrs Surf.Area= 2,945 sf Storage= 1,825 cf

Plug-Flow detention time= 8.6 min calculated for 0.771 af (99% of inflow)
 Center-of-Mass det. time= 4.9 min (795.6 - 790.6)

Volume	Invert	Avail.Storage	Storage Description
#1A	175.00'	593 cf	7.00'W x 86.17'L x 3.67'H Field A 2,212 cf Overall - 730 cf Embedded = 1,481 cf x 40.0% Voids
#2A	175.50'	730 cf	CulTec R-V8HD x 12 Inside #1 Effective Size= 55.2" W x 32.0" H => 8.68 sf x 7.50'L = 65.1 cf Overall Size= 60.0" W x 32.0" H x 8.00'L with 0.50' Overlap Row Length Adjustment= -5.83' x 8.68 sf x 1 rows
#3	181.00'	9,249 cf	Custom Stage Data (Prismatic) Listed below
		10,572 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Elevation (feet)	Surf.Area (sq-ft)	Inc. Store (cubic-feet)	Cum. Store (cubic-feet)
181.00	1,500	0	0
182.00	16,998	9,249	9,249

Device	Routing	Invert	Outlet Devices
#1	Primary	175.60'	10.0" Round Culvert L= 10.0' Ke= 0.500 Inlet / Outlet Invert= 175.60' / 175.60' S= 0.0000 '/' Cc= 0.900 n= 0.009 PVC, smooth interior, Flow Area= 0.55 sf
#2	Discarded	175.00'	0.170 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 0.00'
#3	Primary	180.80'	12.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

Discarded OutFlow Max=0.01 cfs @ 12.12 hrs HW=181.05' (Free Discharge)
 ↗ 2=Exfiltration (Controls 0.01 cfs)

Primary OutFlow Max=10.14 cfs @ 12.12 hrs HW=181.05' (Free Discharge)
 ↗ 1=Culvert (Inlet Controls 5.89 cfs @ 10.80 fps)
 ↗ 3=Broad-Crested Rectangular Weir (Weir Controls 4.25 cfs @ 1.42 fps)

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Type III 24-hr Rainfall=4.70"

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Summary for Reach 3R: Existing Flow

Inflow Area = 5.384 ac, 11.75% Impervious, Inflow Depth > 2.44"
 Inflow = 16.52 cfs @ 12.08 hrs, Volume= 1.095 af
 Outflow = 16.52 cfs @ 12.08 hrs, Volume= 1.095 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Reach 4R: Proposed Flow

Inflow Area = 5.384 ac, 10.45% Impervious, Inflow Depth > 2.42"
 Inflow = 14.84 cfs @ 12.10 hrs, Volume= 1.086 af
 Outflow = 14.84 cfs @ 12.10 hrs, Volume= 1.086 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Subcatchment PDA1: proposed Flow to Forest St

Runoff = 4.76 cfs @ 12.08 hrs, Volume= 0.317 af, Depth> 2.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=4.70"

Area (sf)	CN	Description
1,464	98	Roofs, HSG B
13,311	75	Small grain, straight row, Good, HSG B
10,817	75	Small grain, straight row, Good, HSG B
7,539	61	>75% Grass cover, Good, HSG B
302	98	Paved parking, HSG B
21,106	96	Gravel surface, HSG B
8,409	79	<50% Grass cover, Poor, HSG B
62,948	82	Weighted Average
61,182		97.19% Pervious Area
1,766		2.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Summary for Subcatchment PDA2: Proposed Flow to Hillside St

Runoff = 11.77 cfs @ 12.08 hrs, Volume= 0.779 af, Depth> 2.37"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=4.70"

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Type III 24-hr Rainfall=4.70"

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Area (sf)	CN	Description
1,837	98	Roofs, HSG B
2,518	98	Roofs, HSG B
6,197	98	Roofs, HSG B
4,999	98	Roofs, HSG B
4,215	98	Paved parking, HSG B
2,554	98	Paved parking, HSG B
19,494	61	>75% Grass cover, Good, HSG B
3,111	61	>75% Grass cover, Good, HSG B
7,334	73	Small grain, contoured, Good, HSG B
31,891	73	Small grain, contoured, Good, HSG B
2,900	79	<50% Grass cover, Poor, HSG B
5,021	60	Woods, Fair, HSG B
426	98	Unconnected pavement, HSG B
79,081	82	Dirt roads, HSG B
171,578	79	Weighted Average
148,832		86.74% Pervious Area
22,746		13.26% Impervious Area
426		1.87% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Summary for Subcatchment XDA1: Existing Flow to Forest St

Runoff = 4.76 cfs @ 12.08 hrs, Volume= 0.317 af, Depth> 2.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=4.70"

Area (sf)	CN	Description
1,464	98	Roofs, HSG B
13,311	75	Small grain, straight row, Good, HSG B
10,817	75	Small grain, straight row, Good, HSG B
7,539	61	>75% Grass cover, Good, HSG B
302	98	Paved parking, HSG B
21,106	96	Gravel surface, HSG B
8,409	79	<50% Grass cover, Poor, HSG B
62,948	82	Weighted Average
61,182		97.19% Pervious Area
1,766		2.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

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Type III 24-hr Rainfall=4.70"

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Summary for Subcatchment XDA2: Existing Flow to Hillside St

Runoff = 11.77 cfs @ 12.08 hrs, Volume= 0.779 af, Depth> 2.37"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=4.70"

Area (sf)	CN	Description
1,837	98	Roofs, HSG B
2,518	98	Roofs, HSG B
6,197	98	Roofs, HSG B
4,999	98	Roofs, HSG B
4,215	98	Paved parking, HSG B
5,594	98	Paved parking, HSG B
19,494	61	>75% Grass cover, Good, HSG B
3,111	61	>75% Grass cover, Good, HSG B
5,687	73	Small grain, contoured, Good, HSG B
30,498	73	Small grain, contoured, Good, HSG B
2,900	79	<50% Grass cover, Poor, HSG B
5,021	60	Woods, Fair, HSG B
426	98	Unconnected pavement, HSG B
79,081	82	Dirt roads, HSG B
171,578	79	Weighted Average
145,792		84.97% Pervious Area
25,786		15.03% Impervious Area
426		1.65% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

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Type III 24-hr Rainfall=5.60"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond 2P: CulTecPeak Elev=181.14' Storage=2,594 cf Inflow=15.34 cfs 1.021 af
Discarded=0.02 cfs 0.003 af Primary=12.75 cfs 1.011 af Outflow=12.77 cfs 1.013 af**Reach 3R: Existing Flow**Inflow=21.43 cfs 1.430 af
Outflow=21.43 cfs 1.430 af**Reach 4R: Proposed Flow**Inflow=18.30 cfs 1.420 af
Outflow=18.30 cfs 1.420 af**Subcatchment PDA1: proposed Flow to**Runoff Area=62,948 sf 2.81% Impervious Runoff Depth>3.40"
Tc=5.0 min CN=82 Runoff=6.13 cfs 0.409 af**Subcatchment PDA2: Proposed Flow to**Runoff Area=171,578 sf 13.26% Impervious Runoff Depth>3.11"
Tc=5.0 min CN=79 Runoff=15.34 cfs 1.021 af**Subcatchment XDA1: Existing Flow to**Runoff Area=62,948 sf 2.81% Impervious Runoff Depth>3.40"
Tc=5.0 min CN=82 Runoff=6.13 cfs 0.409 af**Subcatchment XDA2: Existing Flow to**Runoff Area=171,578 sf 15.03% Impervious Runoff Depth>3.11"
Tc=5.0 min CN=79 Runoff=15.34 cfs 1.021 af

Total Runoff Area = 10.768 ac Runoff Volume = 2,860 af Average Runoff Depth = 3.19"
88.90% Pervious = 9.573 ac 11.10% Impervious = 1.195 ac

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Type III 24-hr Rainfall=5.60"

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Summary for Pond 2P: CulTec

Inflow Area = 3.939 ac, 13.26% Impervious, Inflow Depth > 3.11"
 Inflow = 15.34 cfs @ 12.08 hrs, Volume= 1.021 af
 Outflow = 12.77 cfs @ 12.13 hrs, Volume= 1.013 af, Atten= 17%, Lag= 3.4 min
 Discarded = 0.02 cfs @ 12.13 hrs, Volume= 0.003 af
 Primary = 12.75 cfs @ 12.13 hrs, Volume= 1.011 af

Routing by Star-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 181.14' @ 12.13 hrs Surf.Area= 4,233 sf Storage= 2,594 cf

Plug-Flow detention time= 7.5 min calculated for 1.010 af (99% of inflow)
 Center-of-Mass det. time= 4.6 min (789.0 - 784.4)

Volume	Invert	Avail.Storage	Storage Description
#1A	175.00'	593 cf	7.00'W x 86.17'L x 3.67'H Field A 2,212 cf Overall - 730 cf Embedded = 1,481 cf x 40.0% Voids
#2A	175.50'	730 cf	CulTec R-V8HD x 12 Inside #1 Effective Size= 55.2" W x 32.0" H => 8.68 sf x 7.50'L = 65.1 cf Overall Size= 60.0" W x 32.0" H x 8.00'L with 0.50' Overlap Row Length Adjustment= -5.83' x 8.68 sf x 1 rows
#3	181.00'	9,249 cf	Custom Stage Data (Prismatic) Listed below
		10,572 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
181.00	1,500	0	0
182.00	16,998	9,249	9,249

Device	Routing	Invert	Outlet Devices
#1	Primary	175.60'	10.0" Round Culvert L= 10.0' Ke= 0.500 Inlet / Outlet Invert= 175.60' / 175.60' S= 0.0000 '/' Cc= 0.900 n= 0.009 PVC, smooth interior, Flow Area= 0.55 sf
#2	Discarded	175.00'	0.170 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 0.00'
#3	Primary	180.80'	12.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

Discarded OutFlow Max=0.02 cfs @ 12.13 hrs HW=181.13' (Free Discharge)

2=Exfiltration (Controls 0.02 cfs)

Primary OutFlow Max=12.54 cfs @ 12.13 hrs HW=181.13' (Free Discharge)

1=Culvert (Inlet Controls 5.94 cfs @ 10.89 fps)

3=Broad-Crested Rectangular Weir (Weir Controls 6.60 cfs @ 1.66 fps)

Summary for Reach 3R: Existing Flow

Inflow Area = 5.384 ac, 11.75% Impervious, Inflow Depth > 3.19"
 Inflow = 21.43 cfs @ 12.08 hrs, Volume= 1.430 af
 Outflow = 21.43 cfs @ 12.08 hrs, Volume= 1.430 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Reach 4R: Proposed Flow

Inflow Area = 5.384 ac, 10.45% Impervious, Inflow Depth > 3.16"
 Inflow = 18.30 cfs @ 12.11 hrs, Volume= 1.420 af
 Outflow = 18.30 cfs @ 12.11 hrs, Volume= 1.420 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Subcatchment PDA1: proposed Flow to Forest St

Runoff = 6.13 cfs @ 12.07 hrs, Volume= 0.409 af, Depth> 3.40"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type III 24-hr Rainfall=5.60"

Area (sf)	CN	Description
1,464	98	Roofs, HSG B
13,311	75	Small grain, straight row, Good, HSG B
10,817	75	Small grain, straight row, Good, HSG B
7,539	61	>75% Grass cover, Good, HSG B
302	98	Paved parking, HSG B
21,106	96	Gravel surface, HSG B
8,409	79	<50% Grass cover, Poor, HSG B
62,948	82	Weighted Average
61,182		97.19% Pervious Area
1,766		2.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Summary for Subcatchment PDA2: Proposed Flow to Hillside St

Runoff = 15.34 cfs @ 12.08 hrs, Volume= 1.021 af, Depth> 3.11"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type III 24-hr Rainfall=5.60"

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Type III 24-hr Rainfall=5.60"

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Area (sf)	CN	Description
1,837	98	Roofs, HSG B
2,518	98	Roofs, HSG B
6,197	98	Roofs, HSG B
4,999	98	Roofs, HSG B
4,215	98	Paved parking, HSG B
2,554	98	Paved parking, HSG B
19,494	81	>75% Grass cover, Good, HSG B
3,111	61	>75% Grass cover, Good, HSG B
7,334	73	Small grain, contoured, Good, HSG B
31,891	73	Small grain, contoured, Good, HSG B
2,900	79	<50% Grass cover, Poor, HSG B
5,021	60	Woods, Fair, HSG B
426	98	Unconnected pavement, HSG B
79,081	82	Dirt roads, HSG B
171,578	79	Weighted Average
148,832		86.74% Pervious Area
22,746		13.26% Impervious Area
426		1.87% Unconnected

Tc	Length	Slope	Velocity	Capacity	Description
(min)	(feet)	(ft/ft)	(ft/sec)	(cfs)	
5.0	Direct Entry,				

Summary for Subcatchment XDA1: Existing Flow to Forest St

Runoff = 6.13 cfs @ 12.07 hrs, Volume= 0.409 af, Depth> 3.40"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=5.60"

Area (sf)	CN	Description
1,464	98	Roofs, HSG B
13,311	75	Small grain, straight row, Good, HSG B
10,817	75	Small grain, straight row, Good, HSG B
7,539	61	>75% Grass cover, Good, HSG B
302	98	Paved parking, HSG B
21,106	96	Gravel surface, HSG B
8,409	79	<50% Grass cover, Poor, HSG B
62,948	82	Weighted Average
61,182		97.19% Pervious Area
1,766		2.81% Impervious Area

Tc	Length	Slope	Velocity	Capacity	Description
(min)	(feet)	(ft/ft)	(ft/sec)	(cfs)	
5.0	Direct Entry,				

Summary for Subcatchment XDA2: Existing Flow to Hillside St

Runoff = 15.34 cfs @ 12.08 hrs, Volume= 1.021 af, Depth> 3.11"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=5.60"

Area (sf)	CN	Description
1,837	98	Roofs, HSG B
2,518	98	Roofs, HSG B
6,197	98	Roofs, HSG B
4,999	98	Roofs, HSG B
4,215	98	Paved parking, HSG B
5,594	98	Paved parking, HSG B
19,494	61	>75% Grass cover, Good, HSG B
3,111	61	>75% Grass cover, Good, HSG B
5,687	73	Small grain, contoured, Good, HSG B
30,498	73	Small grain, contoured, Good, HSG B
2,900	79	<50% Grass cover, Poor, HSG B
5,021	60	Woods, Fair, HSG B
426	98	Unconnected pavement, HSG B
79,081	82	Dirt roads, HSG B
171,578	79	Weighted Average
145,792		84.97% Pervious Area
25,786		15.03% Impervious Area
426		1.65% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

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Type III 24-hr Rainfall=7.00"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond 2P: CulTecPeak Elev=181.27' Storage=3,826 cfs 1.413 af
Discarded=0.02 cfs 0.003 af Primary=17.57 cfs 1.402 af Outflow=17.60 cfs 1.405 af**Reach 3R: Existing Flow**Inflow=29.38 cfs 1.971 af
Outflow=29.38 cfs 1.971 af**Reach 4R: Proposed Flow**Inflow=25.02 cfs 1.960 af
Outflow=25.02 cfs 1.960 af**Subcatchment PDA1: proposed Flow to** Runoff Area=62,948 sf 2.81% Impervious Runoff Depth>4.63"
Tc=5.0 min CN=82 Runoff=8.24 cfs 0.558 af**Subcatchment PDA2: Proposed Flow to** Runoff Area=171,578 sf 13.26% Impervious Runoff Depth>4.31"
Tc=5.0 min CN=79 Runoff=21.13 cfs 1.413 af**Subcatchment XDA1: Existing Flow to** Runoff Area=62,948 sf 2.81% Impervious Runoff Depth>4.63"
Tc=5.0 min CN=82 Runoff=8.24 cfs 0.558 af**Subcatchment XDA2: Existing Flow to** Runoff Area=171,578 sf 15.03% Impervious Runoff Depth>4.31"
Tc=5.0 min CN=79 Runoff=21.13 cfs 1.413 af**Total Runoff Area = 10.788 ac Runoff Volume = 3.942 af Average Runoff Depth = 4.39"**
88.90% Pervious = 9.573 ac 11.10% Impervious = 1.195 ac

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Type III 24-hr Rainfall=7.00"

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Summary for Pond 2P: CulTec

Inflow Area = 3.939 ac, 13.26% Impervious, Inflow Depth > 4.31"
 Inflow = 21.13 cfs @ 12.07 hrs, Volume= 1.413 af
 Outflow = 17.60 cfs @ 12.13 hrs, Volume= 1.405 af, Atten= 17%, Lag= 3.4 min
 Discarded = 0.02 cfs @ 12.13 hrs, Volume= 0.003 af
 Primary = 17.57 cfs @ 12.13 hrs, Volume= 1.402 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 181.27' @ 12.13 hrs Surf.Area= 6,297 sf Storage= 3,826 cf

Plug-Flow detention time= 6.6 min calculated for 1.405 af (99% of inflow)
 Center-of-Mass det. time= 4.3 min (781.1 - 776.7)

Volume	Invert	Avail.Storage	Storage Description
#1A	175.00'	593 cf	7.00'W x 86.17'L x 3.67'H Field A 2,212 cf Overall - 730 cf Embedded = 1,481 cf x 40.0% Voids
#2A	175.50'	730 cf	CulTec R-V8HD x 12 Inside #1 Effective Size= 55.2" W x 32.0" H => 8.68 sf x 7.50'L = 65.1 cf Overall Size= 60.0" W x 32.0" H x 8.00'L with 0.50' Overlap Row Length Adjustment= -5.83' x 8.68 sf x 1 rows
#3	181.00'	9,249 cf	Custom Stage Data (Prismatic) Listed below
		10,572 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
181.00	1,500	0	0
182.00	16,998	9,249	9,249

Device	Rouling	Invert	Outlet Devices
#1	Primary	175.60'	10.0" Round Culvert L= 10.0' Ke= 0.500 Inlet / Outlet Invert= 175.60' / 175.60' S= 0.0000 '/' Cc= 0.900 n= 0.009 PVC, smooth interior, Flow Area= 0.55 sf
#2	Discarded	175.00'	0.170 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 0.00'
#3	Primary	180.80'	12.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

Discarded OutFlow Mex=0.02 cfs @ 12.13 hrs HW=181.26' (Free Discharge)
 2=Exfiltration (Controls 0.02 cfs)

Primary OutFlow Mex=17.23 cfs @ 12.13 hrs HW=181.26' (Free Discharge)
 1=Culvert (Inlet Controls 6.01 cfs @ 11.03 fps)
 3=Broad-Crested Rectangular Weir (Weir Controls 11.22 cfs @ 2.02 fps)

Thayer Nursery

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Type III 24-hr Rainfall=7.00"

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Summary for Reach 3R: Existing Flow

Inflow Area = 5.384 ac, 11.75% Impervious, Inflow Depth > 4.39"
 Inflow = 29.38 cfs @ 12.07 hrs, Volume= 1.971 af
 Outflow = 29.38 cfs @ 12.07 hrs, Volume= 1.971 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Reach 4R: Proposed Flow

Inflow Area = 5.384 ac, 10.45% Impervious, Inflow Depth > 4.37"
 Inflow = 25.02 cfs @ 12.11 hrs, Volume= 1.960 af
 Outflow = 25.02 cfs @ 12.11 hrs, Volume= 1.960 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Subcatchment PDA1: proposed Flow to Forest St

Runoff = 8.24 cfs @ 12.07 hrs, Volume= 0.558 af, Depth> 4.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type III 24-hr Rainfall=7.00"

Area (sf)	CN	Description
1,464	98	Roofs, HSG B
13,311	75	Small grain, straight row, Good, HSG B
10,817	75	Small grain, straight row, Good, HSG B
7,539	61	>75% Grass cover, Good, HSG B
302	98	Paved parking, HSG B
21,106	96	Gravel surface, HSG B
8,409	79	<50% Grass cover, Poor, HSG B
62,948	82	Weighted Average
61,182		97.19% Pervious Area
1,766		2.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Summary for Subcatchment PDA2: Proposed Flow to Hillside St

Runoff = 21.13 cfs @ 12.07 hrs, Volume= 1.413 af, Depth> 4.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type III 24-hr Rainfall=7.00"

Thayer Nursery

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Type III 24-hr Rainfall=7.00"

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Area (sf)	CN	Description
1,837	98	Roofs, HSG B
2,518	98	Roofs, HSG B
6,197	98	Roofs, HSG B
4,999	98	Roofs, HSG B
4,215	98	Paved parking, HSG B
2,554	98	Paved parking, HSG B
19,494	61	>75% Grass cover, Good, HSG B
3,111	61	>75% Grass cover, Good, HSG B
7,334	73	Small grain, contoured, Good, HSG B
31,891	73	Small grain, contoured, Good, HSG B
2,900	79	<50% Grass cover, Poor, HSG B
5,021	60	Woods, Fair, HSG B
426	98	Unconnected pavement, HSG B
79,081	82	Dirt roads, HSG B
171,578	79	Weighted Average
148,832		86.74% Pervious Area
22,746		13.26% Impervious Area
426		1.87% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Summary for Subcatchment XDA1: Existing Flow to Forest St

Runoff = 8.24 cfs @ 12.07 hrs, Volume= 0.558 af, Depth> 4.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=7.00"

Area (sf)	CN	Description
1,464	98	Roofs, HSG B
13,311	75	Small grain, straight row, Good, HSG B
10,817	75	Small grain, straight row, Good, HSG B
7,539	61	>75% Grass cover, Good, HSG B
302	98	Paved parking, HSG B
21,106	96	Gravel surface, HSG B
8,409	79	<50% Grass cover, Poor, HSG B
62,948	82	Weighted Average
61,182		97.19% Pervious Area
1,766		2.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Thayer Nursery

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Type III 24-hr Rainfall=7.00"

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Summary for Subcatchment XDA2: Existing Flow to Hillside St

Runoff = 21.13 cfs @ 12.07 hrs, Volume= 1.413 af, Depth> 4.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr Rainfall=7.00"

Area (sf)	CN	Description
1,837	98	Roofs, HSG B
2,518	98	Roofs, HSG B
6,197	98	Roofs, HSG B
4,999	98	Roofs, HSG B
4,215	98	Paved parking, HSG B
5,594	98	Paved parking, HSG B
19,494	61	>75% Grass cover, Good, HSG B
3,111	61	>75% Grass cover, Good, HSG B
5,687	73	Small grain, contoured, Good, HSG B
30,498	73	Small grain, contoured, Good, HSG B
2,900	79	<50% Grass cover, Poor, HSG B
5,021	60	Woods, Fair, HSG B
426	98	Unconnected pavement, HSG B
79,081	82	Dirt roads, HSG B
171,578	79	Weighted Average
145,792		84.97% Pervious Area
25,786		15.03% Impervious Area
426		1.65% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,









Proposed Evergreens:

Arborvitae 'Green Giant'

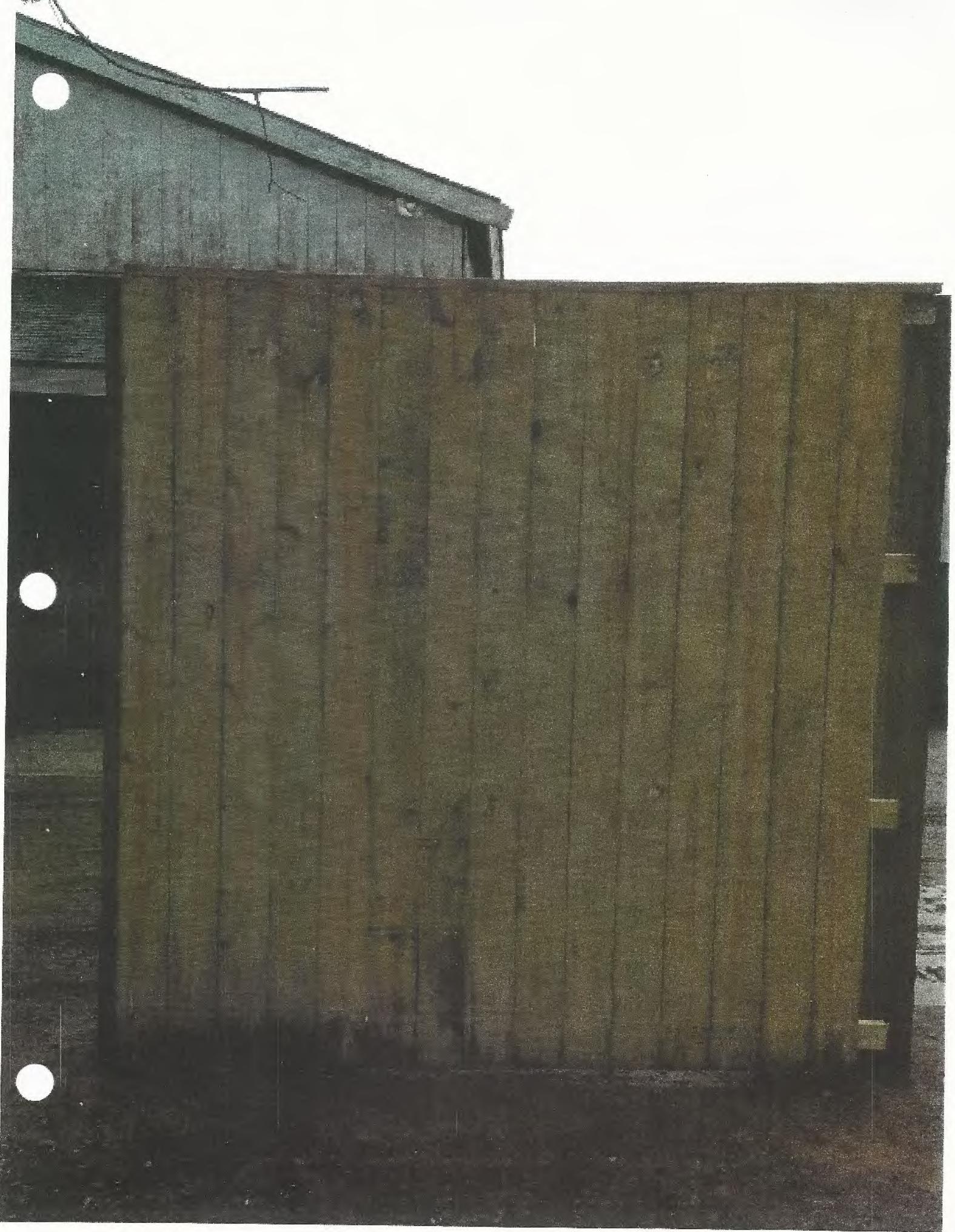


White Pine



Norway Spruce













Sound Barrier:



Thayer Nursery
270 Hillside Street
Milton, Mass. 02186
617-698-2005

Information for Incoming Deliveries

Receiving Hours:

Monday – Friday: 9:00am – 2:00pm

Dumpster Hours:

Monday – Friday: 10:00am – 2:00pm

Delivery Directions:

From 128/95N/93S:

- Exit 5B, Milton/Rte 28N.
- Follow 28N for 2 miles going thru 1 light.
- At 2nd light take left onto Hillside Street.
- We are number 270 Hillside Street.
- Our entrance is actually 2nd left which is Forest Street.
- Pull into back of property and go around the Wood Barn into the receiving area of the LandCare Yard.

NOTES:

- Do NOT Follow GPS Directions.
- Hillside Street and Chickatawbut Road access from Route 138 is NOT allowed. They come under the jurisdiction of Department of Conservation and Recreation (DCR) which does not allow over-sized truck traffic
- Parking on the street is NOT allowed.

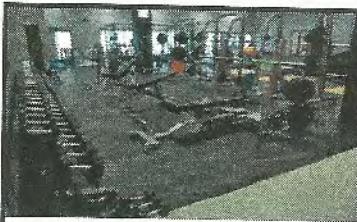
Nursery Contact Numbers:

617-698-2005 xt 1 Nursery

774-259-5555 Josh

774-259-5554 Maggie





Stamina

100% recycled vulcanized flooring that can be adhered, loose laid, or interlocked. The non-porous surface makes it an ideal flooring product for use in hockey arenas, free weight/fitness facilities or anywhere that a tough, slip-resistant, easy-to-clean floor is required.



Custom logo cutting available

Technical Specifications		
Hardness Shore A	ASTM D2240	80
Wear Layer Thickness	ASTM F410	>.050 (Passes)
Static Load Resistance	ASTM F970	0.002 (Passes)
Resistance to Chemicals	ASTM F925	Good
Resistance to Heat	ASTM F1514	4.29 (Passes)
Abrasion Resistance	ASTM D3389	0.16 gr. (Passes)
Dimensional Stability	ASTM F2199	Across (Passes)
Critical Radiant Flux	ASTM E648-03	Class II
Co-efficient of Friction	ASTM C1028	>.80 dry >.64 wet
Moisture Absorption	ASTM D570	0.27%
Thickness	ASTM F386	Passes
Size	ASTM F2055	Passes
Squareness	ASTM F2055	Passes
Quality of Cut	ASTM F511	Passes
Qualifies for LEED Points		Yes
Anti-microbial/Anti-fungal Properties		Yes

Size Specifications

Construction - 100% recycled vulcanized rubber

Thickness	Square			Interlock		
	Dimension	Weight	Area	Dimension	Weight	Area
10mm (3/8")	48" x 72"	60 lbs.	24 sq.ft.	44.3" x 66.5"	56 lbs.	20.46 sq. ft.
				22.2" x 22.2"	9 lbs.	3.42 sq. ft.
12mm (1/2")	48" x 72"	70 lbs.	24 sq.ft.	44.3" x 66.5"	66 lbs.	20.46 sq. ft.
17mm* (3/4")	48" x 72"	100 lbs.	24 sq.ft.	44.3" x 66.5"	86 lbs.	20.46 sq. ft.

* block only

Standard Colors



Colors: 100 Black 110 Black with Red speckle 120 Black with Grey speckle 130 Black with Blue speckle
 190 Black with Earth speckle
 Custom colors are available by special order

Finishes: Smooth top, textured bottom

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



DEVAL L. PATRICK
Governor

RICHARD K. SULLIVAN JR.
Secretary

GREGORY C. WATSON
Commissioner

Certificate of
Agricultural Composting Registration
2014

The Thayer Nursery Corp

Registration No.

77

Expiration Date

March 31, 2015

*The Department of Agricultural Resources has received and
approved an application/Annual Report from the above named
entity. The Department hereby grants The Thayer Nursery
Corp. an Agricultural Composting Registration to operate an
agricultural composting operation at:*

*217 Hillside Street and
270 Hillside Street
Milton, MA 02186*

*This Registration is subject to suspension
and/or revocation under 330 CMR 25.06.*

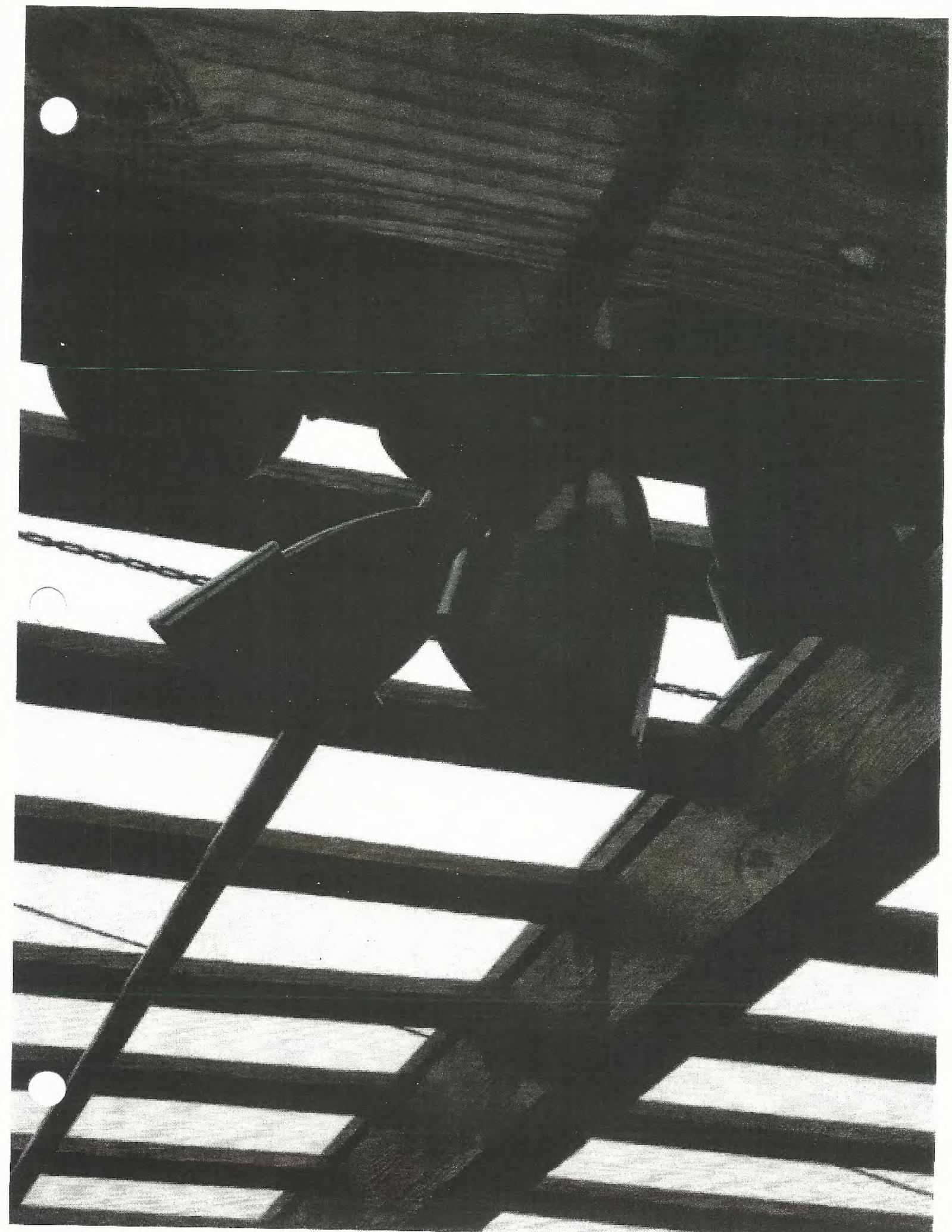
William Blanchard

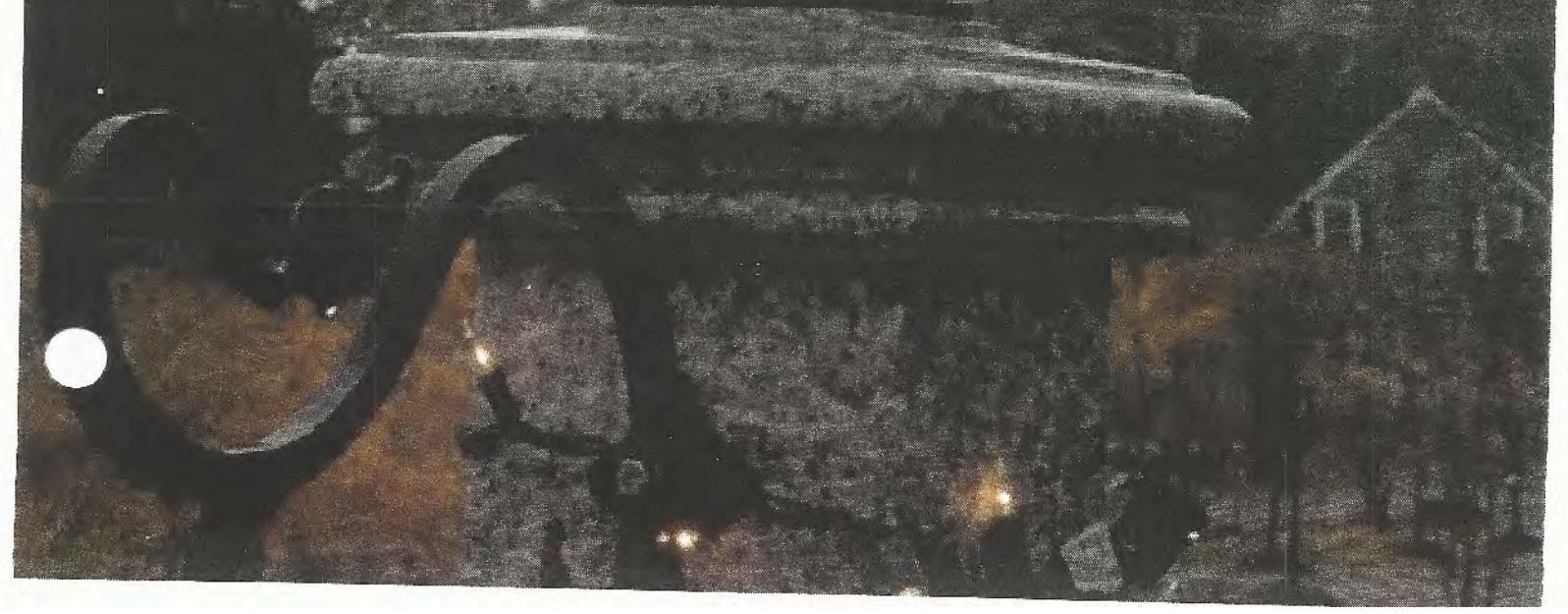
*William Blanchard
Department of Agricultural Resources*

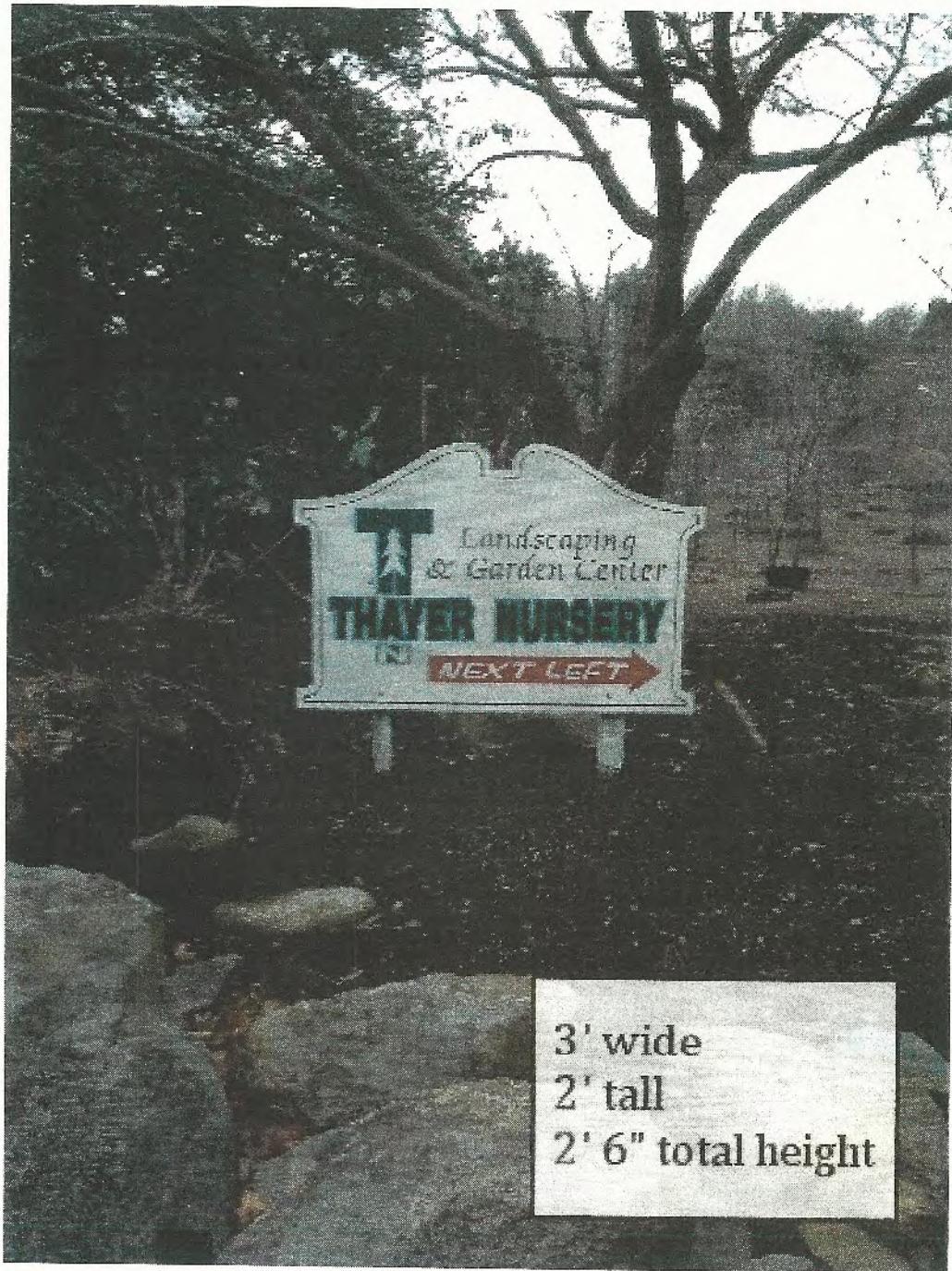












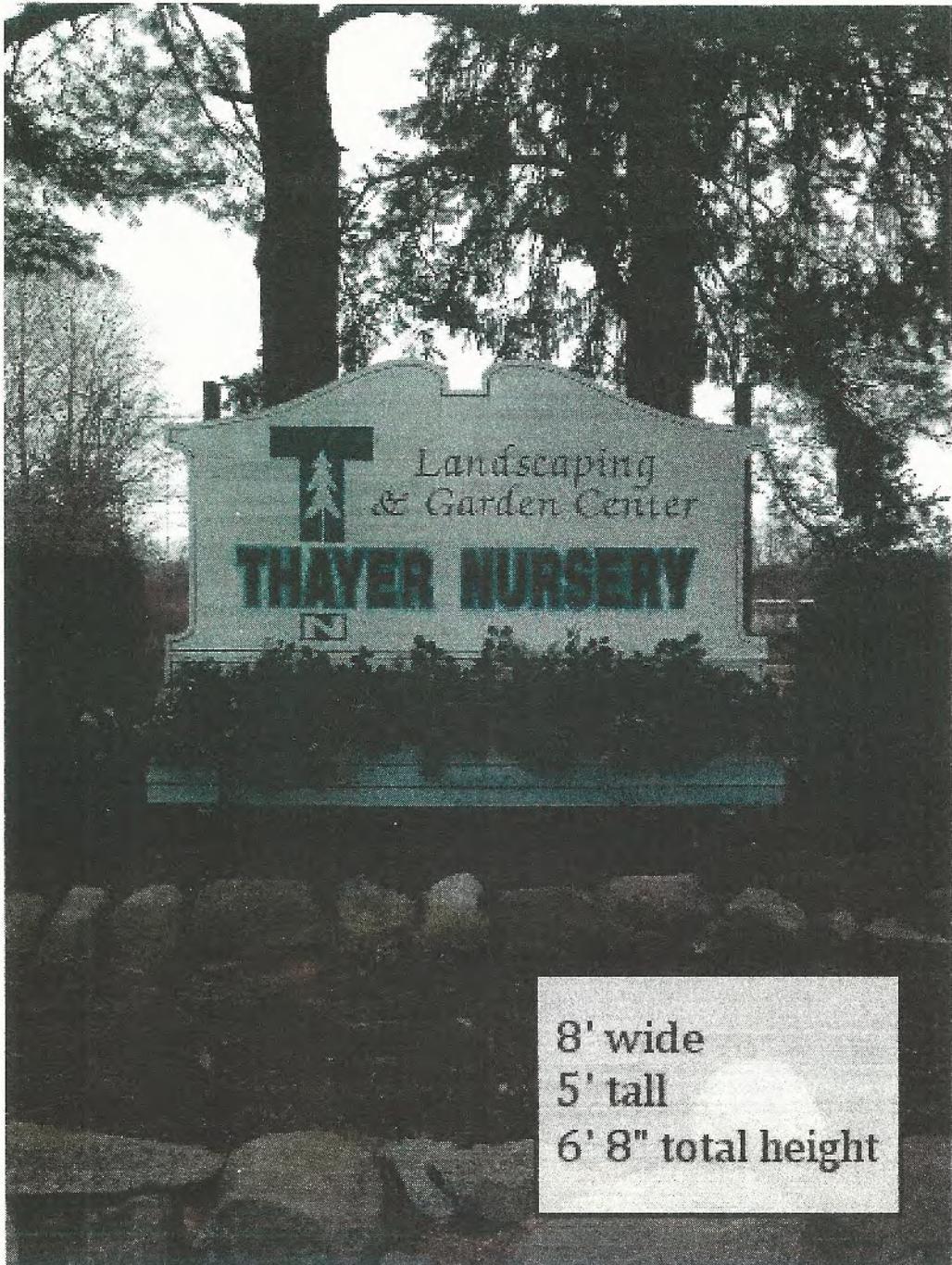
3' wide
2' tall
2' 6" total height



3' wide
2' tall
3' total height



4' 10" wide
3' tall
5' total height



8' wide
5' tall
6' 8" total height

Colton Enterprises, Inc.

1697 Route 100, PO Box 688, Pittsfield, VT 05762
(802) 746-8033 www.coltonenterprises.com

January 7, 2014

Thayer Nursery
c/o Josh & Maggie Oldfield
270 Hillside Street
Milton, MA 02186

SUBJECT: Colton Kiln Dried Firewood

Dear Maggie & Josh:

As a board member of the Vermont Forest Products Association I am in continual communication with forestry, agricultural and regulatory counterparts. Proper utilization of our forest resource is a main concern of Colton Enterprises. State foresters oversee logging operations and select trees to be used for firewood. Wood energy can use our forest resource wisely and enhance the health and vigor of our forests for future generations. Our firewood comes from select hardwood logs from these logging sites, primarily from the surrounding counties of Rutland and Windsor, Vermont. Foresters monitor the high quality stewardship and management of Vermont's forests for sustainable use.

We work closely with the Vermont Agency of Agriculture for our out-of-state firewood compliance agreement and the Vermont Department of Forests, Parks and Recreation which promotes the responsible and sustainable manufacture of forest products in this state and assists businesses, like ours, which create energy generation from wood.

As we are heavily constrained by our Vermont Act 250 permits, we cannot leave our yard before 7 AM for deliveries to your area.

Sincerely,



Ray G. Colton
President



The Commonwealth of Massachusetts

City/Town of Milton



FP-006
(Rev. 1.1.2015)

Application for Standard Permit

→ Return completed application to: Milton Fire Dept.

Permit Number:

City or Town: Milton

Date: 1-8-15

DIG SAFE NUMBER

111

Start Date:

In accordance with the provisions of M.G.L. Chapter 148, as provided in Section DT5 application is hereby made
by Thayer Nursery 617-698-2005
(Full Name of Person, Firm or Corporation) (Phone Number)
of 270 Hillside St. Milton 02182
(Address: Street or P.O. Box, City or Town, Zip Code)

for permission to (state clearly purpose for which permit is requested)

storage tanks for diesel fuel for nursery business

Name of Competent Operator (if applicable) Thayer Nursery Cert. No.

Date Issued-rejected 1-8-15 By Milton Fire Dept.

(Signature of Applicant)

Date of expiration Fee #25.00 Amount Paid \$ 25.00

FP-006

(Rev. 1.1.2015)

The Commonwealth of Massachusetts

City/Town of Milton



PERMIT

City or Town: Milton

Date: 1-8-15

DIG SAFE NUMBER

111

Start Date:

In accordance with the provisions of M.G.L. Chapter 148, as provided in this permit is granted
to Thayer Nursery (Full Name of Person, Firm or Corporation)

for to store & dispense 1,000 gal. diesel fuel tanks

Restrictions: for nursery business
at 270 Hillside St. Milton

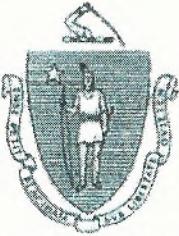
(Street and If or Describe Location for Adequate Identification)

Fee Paid \$ 25.00

This permit will expire on

Signature of Official Granting Permit: H. Brian Reilly Title Fire Marshal

→ This permit must be conspicuously posted upon the premises ←



The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road



STEPHEN D. COAN
STATE FIRE MARSHAL

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January 15, 2015

Philip Johenning
23 Parkwood Drive
Milton, Massachusetts 02186

Re: Thayer Nursery Corporation, Milton, MA

Dear Mr. Johenning:

I am in receipt of your correspondence dated December 18, 2014.

In regard to your complaint, I assigned my Senior Compliance Officer, David Beaudin, to conduct a site visit at the subject property located at 270 Hillside Street Milton, Massachusetts.

Compliance Officer Beaudin indicates that the Milton Fire Department has issued a permit for the storage of diesel fuel on the premises. Additionally, at the present time, there is no mulch storage on site. However, the owners of the nursery have been informed and have agreed to obtain a permit to comply with all requirements of 527 CMR 1.00, Chapter 31, before they will be allowed to store such mulch in the spring.

Finally, Officer Beaudin informs me that the chemicals and fertilizers that you mentioned are properly stored and secured and that the nursery appears to be "a well run operation."

Given Officer Beaudin's report, I find no basis for your appeal at this time. Thank you for your interest in fire safety. If I can be of any further assistance, please feel free to contact me.

Very truly yours,

Stephen D. Coan
State Fire Marshal

SDC/ml

CC: Chief John J. Grant, Jr., Milton Fire Department

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy