Request for Proposals (RFP)

To select a developer to design, construct, operate and manage affordable rental units consisting of no more than 35 units on approximately 3.5 acres of land at 165 Governor Stoughton Ln. Milton, MA 02186

Important Dates

Pre-Proposal Meeting/Site Tour: Friday, December 15, 2023 at 8 am
Proposal Submission Deadline: January, 15, 2024 at 11:00 am

Table of Contents

I. Invitation to Bid
II. Proposal Submission and Selection Process
III. Site Tour and Briefing
IV. Development Objectives
V. Property Description
VI. Proposal Submission Requirements
VII. Developer Selection Criteria
VIII. Selection Process
IX. Post Selection
X. Attachments

I. Invitation to Bid

The Governor Stoughton Trust ("Trust"), through its Trustees, is seeking proposals from qualified developers to develop no more than 35 units of affordable rental housing at a range of incomes on a parcel of land owned by the Town of Milton. The property, totaling +/- 4 acres, is located at 165 Governor Stoughton Lane Milton MA 02186. At least 50% of the units shall be affordable to households having an income of no more than 80% of AMI, with a preference for units targeted to households with a range of incomes between 50% and 80% AMI. **Increasing the percentage of affordable units and/or the range of affordability is encouraged and will score higher**.

The Trust intends to enter into a Land Disposition Agreement and to lease the property to the developer, with affordability restrictions. The developer will be responsible for the design, construction, development, and operation of the rental units at the property.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to carry out a development project that best addresses the needs and goals of the community as described in this RFP. The most advantageous proposal, from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the RFP, will be selected.

Request for Proposal documents can be obtained at the Town of Milton Office of Select Board 525 Canton Ave. Milton, 02186 or by accessing the Town website:
https://www.townofmilton.org/Bids.aspx

II. Proposal Submission and Selection Process

Applicants shall submit on or before 11:00 a.m., January 15, 2024, a clearly marked original proposal plus seven copies, including an electronic copy on a flash drive, to:
Nicholas Milano
Milton Town Hall, 2nd Floor
Select Board/Town Administrator's Office
525 Milton Avenue
Milton, MA 02186

Faxed or electronically mailed proposals will be deemed non-responsive and will not be accepted.

Proposals submitted after the submission deadline will not be accepted. In order to be considered a complete submission, proposals should be marked ***"Milton's Town Farm Housing Proposal"*** and must include all required documents completed and signed by a duly authorized signatory, including the following:

1. Cover page labeled Milton's Town Farm Housing Proposal to the Town of Milton for the development of rental family housing, specifying: (1) the development entity, (2) primary contact person, and (3) all contact information.
2. One clearly marked original, in a three-ring binder, and 7 copies of the proposal with required attachments.
3. An electronic version of the complete proposal submission on a flash drive.

The Trust reserves the right to reject any or all proposals or to cancel this Request for Proposals if that is deemed to be in the best interest of the Town.

Inquiries on RFP

All inquiries should be made via e-mail and directed to: Josh Eckart-Lee at jlee@townofmilton.org no later than **4:00 p.m. on December 20, 2023**. Inquiries should have a subject line entitled: *Milton's Town Farm Housing RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries for which a response is provided, together with the responses, will be shared with all proposers who have provided their contact information.

Proposers' Responsibility for Due Diligence

Proposers should undertake their own review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations. The property will be disposed in "as is" condition.

Additional Notes

Proposals will be opened publicly at 11:00 am on January 15, 2024 in the Cronin Conference Room in Milton Town Hall, 2nd Floor, 525 Canton Ave, Milton MA 02186. A Proposer may correct, modify, or withdraw a proposal by written notice received prior to the time set for the submission of proposals, but not thereafter. Each responsive proposal will be evaluated first for compliance with the threshold (minimum) criteria and, if it meets those criteria, then evaluated according to the criteria set forth in Attachment (A) 'Comparative Evaluation Criteria'.

The Trust makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments, is made subject to errors, omissions, and withdrawal without prior notice, and different interpretations of laws and regulations. The Proposer assumes all risk in connection with the use of the information and releases the Trust from any liability in connection with the use of the information provided by the Trust. Further, the Trust makes no representation or warranty with respected to the property, including without limitation, the value, quality or character of the property or its fitness or suitability for any particular use and/or the physical and environmental condition of the property. The property will be conveyed in "AS-IS" condition.

Each Proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the property, applicable zoning, and other land use laws, required permits and approvals, and other development, ownership and legal considerations pertaining to the property and the use of the property, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the Proposer's use. All costs and expenses of leasing and developing the property, including, without limitation, the costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

The Milton Affordable Housing Trust has applied for funding to the Community Preservation Committee for assistance in their work supporting development at the site.

III. Site Tour and Briefing

Interested Proposers are encouraged to attend a voluntary on-site briefing session at 165 Governor Stoughton Lane Milton, MA 02158 **on December 15, 2023 at 8:00 am (See Locus maps in Attachment B).** The site visit is not mandatory; however, all proposers must familiarize themselves with the property by undertaking an independent review and analysis of physical conditions, regulatory constraints, required permit and approvals, and other legal considerations.

IV. Development Objectives

The Trust is seeking a developer to build affordable rental housing units consisting of no more than 35 units on the site. The development should be designed for a variety of households (individuals of all ages, families with children, persons with disabilities) and reflect a mix of affordability levels.

The Trust would like to see an architecturally harmonious development with no more than (3) buildings. The bedroom mix should be based on the site's capacity, good site planning and landscaping considerations, and the market and financial feasibility of an affordable rental project at this location. **The Trust would also like the developer to honor the property's history as a working poor farm**, which means considering imitating existing or former buildings and including green design elements such as green roofing and/or shared garden space.

Preservation of the existing Pest House at its current site should be included in all proposals. The Pest House (1888) was historically used to house smallpox patients and additional living quarters to supplement space in the Men's Almshouse. Beginning in 1941, the Pest House, along with other structures on the Town Farm, were rented with the proceeds used by Trustees for the poor of Milton. The Pest House was moved to its present location by Pulte Homes of New England during the development of Woodlot Drive.

The development of the property will be subject to a Land Disposition Agreement and Ground Lease in forms that are acceptable to the Trust. Once the conditions of the Land Disposition Agreement are satisfied, the Trust and Developer will enter into a 99-year Ground Lease (See example in Attachment D).

Affordability

At least 50% of the units shall be affordable to households at or below 80% Area Median Income (AMI). The Trust prefers that the development include units that are affordable to households with incomes ranging from 30% AMI to 80% AMI (See Evaluation Criteria at Attachment A for details). The proposer should include a clear analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix. The Trust is seeking affordability in the design of the units (e.g., energy efficient utilities and maintenance) in addition to affordability by restriction. All affordable units must meet the requirements for inclusion in the Executive Office of Housing and Livable Communities' (EOHLC) Subsidized

Housing Inventory (SHI) and the developer shall be responsible for ensuring that all units count in the SHI.

The developer may enter into a Regulatory Agreement with the Subsidizing Agency. Proposers are advised that all mortgages and other monetary liens encumbering the property may be subject and subordinate to a Regulatory Agreement and the affordable housing restriction. The affordability requirements may survive the foreclosure of any mortgage, deed given in lieu thereof, or any similar action, to the extent financially feasible to do so.

Unit Types

The development should reflect the needs of Milton and provide housing for a range of household sizes. For this reason, the Trust is interested in no more than 3 buildings as well as "universally accessible" design. At least 10% of the units shall contain three or more bedrooms to satisfy the State's family housing policy. Unit layouts should emphasize efficiency. Kitchens should be sized based on the bedroom composition of the unit.

Building Design and Aesthetics

The development's architecture should reflect and be compatible with the existing architecture and style of the Milton community. The goal is for the development to look like it belongs on the site and respects the land use history of Milton's Town Farm.

The Trust encourages the following:

- Multiple buildings, no more than 3, which can be of various sizes.
- Buildings shall not be more than 3 stories.
- Native landscaping in keeping with Milton character.
- Outdoor common and recreation areas, including walkways.
- Ample storage for residents in either the basement or sheds
- Bicycle storage racks
- Onsite laundry facilities
- Parking should be scattered as much as possible.
- Areas for outdoor trash and recycling receptacles
- Sensitivity to neighborhood and adjacent properties
- Space for community gardening

Energy Efficiency

The Trust is looking for proposals that include building and site designs that reduce the tenants ' energy, water usage and cost, and limit the project's environmental impact. Details regarding sustainable design features should be incorporated into the proposal.
Proposals that meet Passive House, LEED or other energy efficiency standards are preferred.

Site

The property is located at 165 Governor Stoughton Lane Milton, MA 02158, and is identified as Assessor's Parcel ID # K-6-3(See Locus maps Attachment B). It contains approximately 4 Acres. The parcel is bound by the Milton Woods residential development to the south; residential

properties to the east; forested land to the west; and the Quisset Brook residential development to the north. The Site has limited frontage on Governor Stoughton Lane to the northeast. The Site is developed with four existing buildings, a lawned field area, undeveloped wooded areas, a paved access road to Governor Stoughton Lane and is the current home of the Milton Animal Shelter.

The Site is encumbered by two easements: An access/drainage easement (Easement #1) is located within the southwestern portion of the Site and an access/utility easement is located within the eastern portion of the Site. Easement #1 appears to provide maintenance access to an infiltration basin constructed as part of the abutting Milton Woods development south of the Site. Easement #2 appears to provide emergency vehicle access to the same development in addition to providing maintenance access for several utilities. Additional utility information related to these easements can be found in Section 5.0. These easements reduce the buildable area of the lot to approximately 3.5 acres. The Easement Agreements are included as Attachment I.

Project Permitting

The property is zoned RES A. Proposals should include a description of the permitting process that the developer plans to use. The Trust anticipates permitting will be through M.G.L. Chapter 40B (Comprehensive Permit) as a "Friendly" 40B/40B/local initiative program or a Planned Unit Development ("PUD").

Rental Management

The successful respondent's development team must include a qualified and experienced property management firm, or, if not identified at the time of submission, a description of the process for procuring such a firm and the performance standards to be met by the property management firm. There shall be on-site management and 24-hour emergency maintenance service.

V. Property Description

Ownership

The property was gifted to the Town by Governor William Stoughton. Please see Attachment C for the Will. The will reads, in part: "…and to the Town of Milton I give out of my great wood Lot there Forty acres, to be conveniently and equally laid out to them. The whole improvement thereof to be for the benefit of the poor of that Town as the Selectmen thereof shall judge best…"

Zoning

The property is currently zoned RES A; however, it is expected that the successful developer will work with the Town of Milton to gain approval of a "friendly" 40B permit utilizing a Comprehensive Permit through M.G.L. Chapter 40B.

Utilities

- Water: Public/Town
- Wastewater/Sewer: Public/Town
- Electric: Eversource
- Gas: National Grid

Ground Lease

The Ground Lease shall require the Proposer to maintain insurance in amounts reasonably acceptable to the Trust and name the Trust as an additional insured, and shall be an absolute triple net lease, requiring the Proposer to be solely responsible for the maintenance and operation of the property, including, without limitation, the payment of utilities, taxes and insurance of the property, among other costs. The Ground Lease shall be substantially similar to the Lease attached hereto and incorporated herein.

VI. Proposal Submission Requirements

The Development Team

The proposal must include a description of the development team, the individuals, and organizations involved in the development, **including the project manager**, and the experience of these parties. The development team may include, without limitation, the developer, property manager, architect, contractor, engineers, consultants, lenders, and investors. Proposals must include:

- The name, address, e-mail address, and telephone number of the proposer; the name of any representative authorized to act on his/her behalf, and the name, title and contact information for the individual designated by the developer to receive all correspondence from the Trust and its agents.
- The names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under their own name, a description of the firm and legal form and status of the organization (e.g., whether a for-profit, not-for-profit, a general or limited partnership, a corporation, LLC, LLP) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit entity, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The ownership structure of the entity to enter into the Ground Lease and the Land Disposition Agreement with the Trust and its relationship to any investors, lenders, and guarantors of debt, if any.
- Identification of all principals, partners, co-venturers, or sub-developers participating in the transaction, and the nature and share of each participants' ownership in the project.
- Identification of the person designated to be the property manager if the property developer will also be the property manager. If this is not the case, state the legal and financial relationship between the entities and describe the process for securing

property management services and criteria and minimal qualifications it will use in selecting the property management firm.

- Identification of the development team, such as architects, engineers, landscape designers, contractor, and development consultants. In addition, provide background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project.
- A summary of the developer's and the development team's experience, both collectively and individually, with similar projects. Particular attention should be given to demonstrate experience with **projects of a similar scale and complexity, site conditions, permitting issues, design and/or financing**, community involvement, as well as location. Proposers should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.
- A list of all projects in progress or planned with details of their status.

Format

Proposers should use the following format to submit the information required (above):

- For referenced projects: project name, location, project type, number of residential units, project scope, start date, projected and actual completion date, total development costs, development team, key personnel, and status.
- Narrative on why the Proposer's experience is relevant to the 165 Governor Stoughton Lane housing development.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Trust and the development team during all phases of the project.
- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals, or any affiliates.
- Confirmation that no local, state, or federal taxes are delinquent and outstanding for the development team or any constituent thereof.
- Provision of third-party references for 3 completed projects including at least one affordable housing project. Provide contact names, title, and current telephone numbers, who can provide information to the Trust concerning the Proposer's experience with similar projects.

Development Concept

The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:

- Number and size of units (square footage and number of bedrooms) and affordability levels. Include narrative as to why/how the mix of bedrooms, sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Preliminary site design.

- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings and green design elements of the buildings and site design.
- Construction staging plan and **discussion of construction and future impacts as to how the project will be managed to limit impact on neighbors**, in particular with respect to noise and traffic during and after the construction period and drainage and vehicle access after the project is completed.
- Project financing – provide a sources and uses pro forma (see comparative evaluation criteria), and describe previous experience in securing such funding. Describe in detail what, if any, local, state, or federal subsidy funds will be sought to create affordability and the timeline for securing those sources.
- Projected 10-year operating budget
- Letters of interest from both construction and permanent lenders (mentioned in the comparative evaluation criteria)

Conceptual Design Drawings

The proposal must include 11 x 17 plans including:

- Site plan that shows parking layout and numbers of parking spaces, roadways and walkways, building footprints, any programmed outdoor space, and vegetated buffers.
- Landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas and the users of those areas.
- Floor plans
- Elevations with material indications
- Typical unit plans
- Color Renderings from two perspectives

Management Plan

Please provide a management plan that includes the following:

- Description of the target market (e.g., pricing and the strategy for marketing and lottery process).
- In addition, if the Proposer includes a property manager as part of the team, all relevant information as outlined under 'The Development Team', above, including details of any projects where the Proposer and Manager have previously worked together.
- Lottery for affordable units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all the affordable units. Proposals may include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units for inclusion on the Subsidized Housing Inventory prior to issuance of a building permit. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.
- Experience with Low Income Housing Tax Credits if proposed as a funding source.
- Experience with project-based rental assistance, Section 8, 811, and/or MRVP if proposing such subsidies.

The Proposer and/or its property manager must demonstrate:

- A clear understanding of fair housing requirements/laws.

- A clear understanding of the local preference opportunities and requirements, and how the lottery will address any local preference.
- Ability and commitment to utilize appropriate stated standards to determine program and unit eligibility – i.e., qualified tenants.
- Clear criteria for tenant selection and a fair and unbiased selection process.
- Competency for selecting properly qualified tenants.
- Ability and commitment to maintain all necessary reports and certifications required under state and federal law.

Implementation Plan and Timeline

The proposed development should be completed within 4 years of the execution of the Land Disposition Agreement. Extensions may be granted at the discretion of the Trustees. The proposal must include a description of how the development concept will be implemented, including, but not limited to:

- Detailed development schedule for all elements of the plan including key milestones, financing benchmarks, zoning approvals and compliance, and projected completion/occupancy timeframes.
- Outline of the required land use, environmental, operation, and other governmental or regulatory approvals, including zoning, development, and environmental permits. The proposer should provide a schedule for securing approvals as part of the proposal. The Proposer should note what zoning variances, special permits, or modifications, if any, are required as part of the development plan.

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. Proposers may be invited to present their proposal to the review committee. The presentation will not be scored.

Price Proposal

The Price Proposal Form (Attachment H) should be completed and submitted with the proposal.

VII. Developer Selection Criteria

Minimum Threshold Criteria

The following are minimum criteria for Proposal consideration. Proposals that do not clearly and fully convey compliance with these minimum criteria will not be considered.

- Complete conformance with all Submission Requirements (Sec. VI)
- Price Proposal Form, setting forth the lease fee for the land, found in Attachment H
- Proposer must have a minimum of 5 years' experience in development. If the proposer does not have experience with affordable housing development, then a development consultant or partner must have 5 years' experience with affordable housing.

- A successful track record of similarly sized projects with at least 3 references
- Availability to begin work towards permitting within 60 days of executing the Land Disposition Agreement and show sufficient staff resources and availability to perform required services.
- Complete required forms found in Attachment I (Certificate of Tax Compliance), Attachment J (Certificate of Non-Collusion), Attachment K (Disclosure Statement required by M.G.L. c. 7C, Section 38 (formerly M.G.L. c. 7, Section 40J) and Attachment L (Certificate of Authority)

Comparative Evaluation Criteria

Projects meeting the minimum threshold criteria will then be judged and scored based on the Comparative Evaluation Criteria further explained and outlined in Attachment A.

Proposal Submission Terms and Requirements

A. The Trust reserves the right to reject any and all proposals in whole or in part, and to waive minor informalities, when in its sole discretion to do so is deemed to be in the best interests of the Trust and to the extent permitted by law.

B. Proposals that meet all quality requirements shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as nonresponsive.

C. All proposals shall be submitted to the Trust, as and where set forth above, on or before the proposal deadline. Proposals and unsolicited amendments to proposals received by the Trust after the proposal deadline will not be considered, and requests for extensions of time will not be granted. Proposers who mail proposals should allow sufficient time for receipt by the Trust by the proposal deadline. Proposals received after the proposal deadline will be returned to the Proposer unopened.

D. All proposals shall be signed in ink by the Proposer. If the Proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation.

E. All proposals submitted shall be binding upon the Proposer for a minimum period of one hundred twenty (120) calendar days following the opening of proposals.

F. Proposals submitted to the Trust shall be securely kept and shall remain unopened until the proposal deadline and the opening of proposals.

G. Proposals once submitted may, upon request of the Proposer prior to the proposal deadline, be withdrawn or amended. If amended, resubmission of the proposal shall comply with all

requirements of this RFP. No amendments may be made, or proposals withdrawn after the proposal deadline.

H. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the proposal deadline. The Trust does not assume any responsibility for errors, omissions, or misinterpretations which may have resulted in whole or in part from the use of incomplete proposal documents. Any Proposer finding an ambiguity, inconsistency, or error shall promptly notify the Trust.

I. If it becomes necessary to revise any part of this RFP or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all Proposers who have requested this RFP and provided their contact information. No addenda will be issued within the immediate five (5) business day period prior to the proposal deadline.

J. By submitting a proposal in response to this RFP, the Proposer shall be deemed to have certified that no officer, agent, or employee of the Trust or Town of Milton has a direct or substantial financial interest in the procurement, that the proposal is submitted in good faith and exclusively on Proposer's own behalf, without fraud, collusion or connection of any kind with any other Proposer for the same work or with any undisclosed party.

K. Proposers may add additional stipulations or otherwise qualify their proposals, but the Trust shall retain the sole right to judge the importance of any such stipulation or qualification. If the Trust determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the Proposer does not clearly indicate this to be an alternative for consideration, then the Trust reserves the right to reject such proposal.

L. Selection of a Proposer's proposal will not create any rights on the Proposer's part, including, without limitation, rights of enforcement, equity, or reimbursement, until the Land Disposition Agreement and all related documents are fully executed.

M. It is understood, agreed upon and made a part hereof, and shall be a part of the Land Disposition Agreement, that the Agreement entered into between the Trust and the Proposer and/or the Proposer's rights therein shall not be assigned, except to an entity formed by the Proposer for the purpose of entering into the Group Lease,, unless or until the Trust shall have first assented thereto in writing, in its sole discretion.

N. The Trust reserves the right to modify any specifications and submission requirements associated with the proposal and the scope of the project.

VIII. Selection Process

An evaluation committee, to be formed by the Governor Stoughton Trustees, will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein, and make a recommendation to the Governor Stoughton Trustees after determining which proposal is deemed the most advantageous and responsive proposal. Evaluation of the proposals will be based on the information provided in the Proposers'

submissions in accordance with the submission requirements of this RFP and any interviews, references, and additional information requested and/or gathered by the Trust.

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Trust reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Trust may request additional information of one or more proposers relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the evaluation committee and/or the Trustees. Failure to comply with this request will result in a rejection of the proposal at issue.

Following the receipt of any additional information requested of the proposers by the Trust, if any, proposals will be evaluated and rated by the Trust according to the comparative evaluation criteria set forth in this RFP. The Trust will select the most advantageous proposal, taking into consideration price and all the evaluation criteria set forth in this RFP.

The Trust will notify all Proposers in writing of its decision.

The Trust reserves the right to reject any or all proposals or to cancel this Request for Proposals at any time if doing so is in the best interests of the Trust.

IX. Post Selection

Land Disposition Agreement and Ground Lease

The proposer selected by the Trust will be given exclusive rights to negotiate with the Trust the terms of the Land Disposition Agreement (LDA) and the Lease of the property, which LDA and Lease will be substantially on the same terms as attached hereto as Attachment D. If, at any time, such negotiations are not proceeding to the satisfaction of the Trust, in its sole discretion, then the Trust may choose to terminate said negotiations. The Trust may select another proposer with whom to initiate negotiations.

The selected proposer and the Trust shall enter into the LDA within ninety (90) days from the date the proposer is notified of the award unless the Trust extends the same, in its discretion. Once all conditions of the LDA are met, the Ground Lease will be finalized and endorsed.

Attachments

A. **Comparative Evaluation Criteria**

B. **Locus Map and Existing Conditions Survey**

C. **Deed**

D. **Draft Land Disposition Agreement and Ground Lease**

E. **Housing Production Plan**

F. **Bohler Reports: Due Diligence**

G. **Conceptual Site Designs**

H. **Price Proposal Form**

I. **Easements**

J. **Certificate of Tax Compliance**

K. **Certificate of Non-Collusion**

L. **Disclosure Statement**

M. **Certificate of Vote**

N. **Conflict of Interest**

O. **Massachusetts Historical Commission Inventory Form**

TT CHM NT

Com arative valuation Criteria: overnor Stoughton Lane Milton M

	Less Advantageous	Advantageous	Highly Advantageous
Developer Experience & Capacity (Team)			
• Demonstrated experience as a principal or lead development officer in and capability for designing, permitting, developing, and managing similar residential projects. • Outcome of comparable projects • Property management experience with similar projects • The quality of the team's reputation and references, particularly in terms of its regulatory track record and ability to complete projects as proposed • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements	Development team members have only minimal experience in the development of projects with similar scope – including legal, design, development, financing, and management experience with rental housing.	Development team members have significant experience in the development of projects of similar scope – including legal, design, financing, affordable housing management. Energy efficient buildings are not part of standard approach. Past developments demonstrate good property management structure.	Development team members have extensive experience in the development of projects of similar scope – including legal, design, financing, affordable housing management. Energy efficient design is their standard approach to design and development. Past developments demonstrate excellent property management structure and professionalism.
Affordability			
Proposal meets a range of incomes. All the affordable units must be restricted to households at or below 80% AMI	Less than 50% of the units are affordable to 80% AMI.	All affordable units are affordable to 80% AMI and at least 50% of the units are affordable.	All the affordable units are affordable to 80% AMI or below with the affordability ranging from 30% AMI to 80% AMI and at least 75% of the units are affordable.

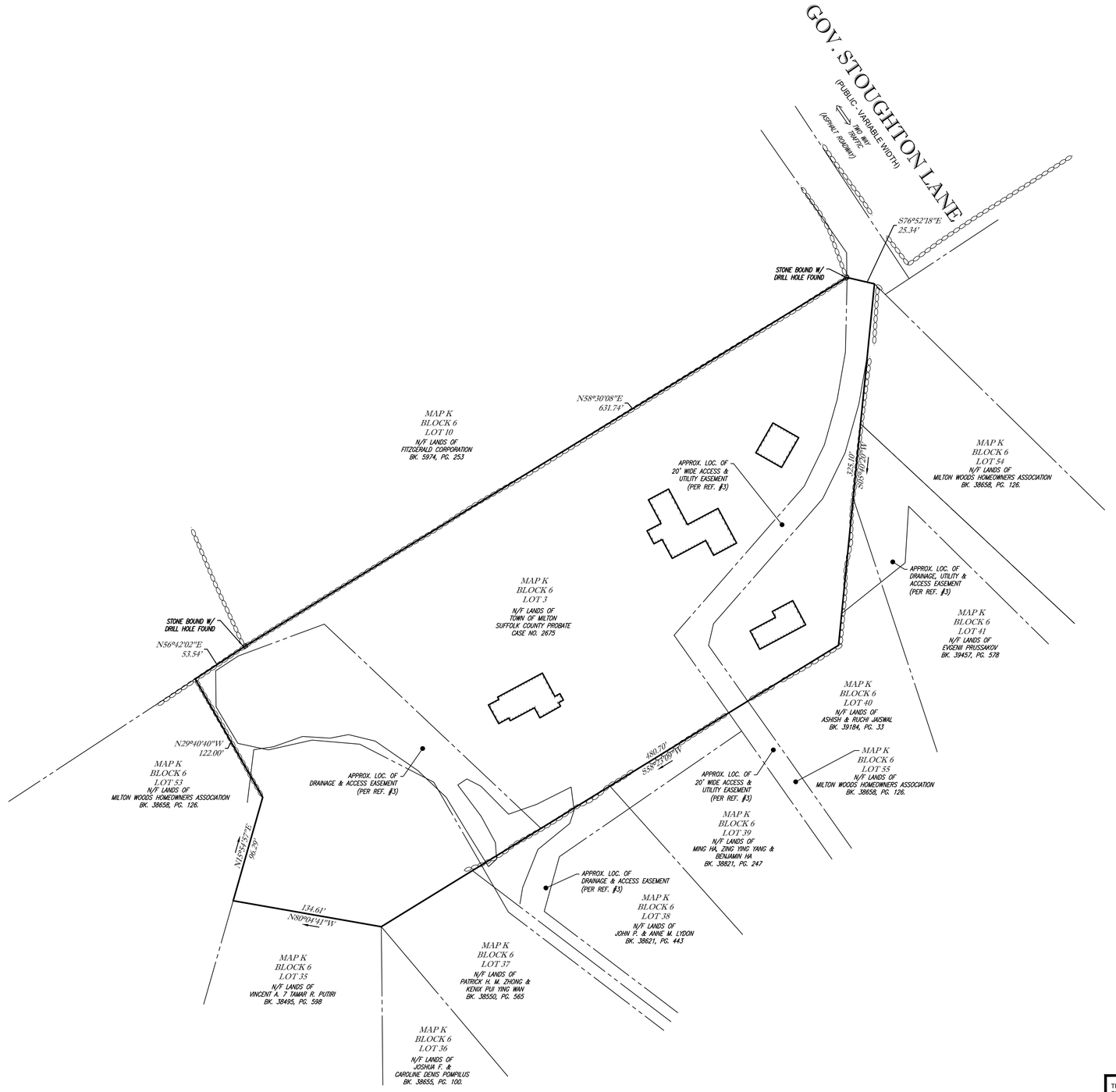
Site Design			
• Thoughtful and efficient site design using the natural topography of the site as much as feasible. • Efficient, safe traffic flow • Underground utilities • Exterior lighting – minimal impact to neighbors and night sky • Landscape plan including within parking area includes native plantings and, when feasible, enhances rather than replaces existing vegetation. • Designated area for snow • Adequate parking and walkways for residents and visitors • Natural buffer to surrounding residential neighbors as required in the narrative (Section IV, Site) • Respects adjacent properties. • Provides programmed outdoor community gathering space for a variety of ages. • Includes bike racks.	Proposal fails to meet the majority of the RFP criteria for site design.	The proposal meets some or all of the RFP site design criteria with thoughtful building siting, safe, efficient traffic flow, and maintains the natural buffers to surrounding neighborhoods, as required.	Proposal meets or exceeds all of criteria
Infrastructure and Green Design			
• Underground utilities • Storm water management uses standards of low impact development. • Buildings are located for maximum solar potential. • Roof construction is “solar ready” (designed to support solar panels) • Meets green design standards for LEED, Passive House, or other comparable programs. • Provide charging station(s) for EVs.	Proposal fails to meet a majority of the RFP criteria for infrastructure and green design	The proposal meets some of the RFP infrastructure and green design criteria	Proposal meets the or exceeds all of criteria

Building Design			
• Conceptual design includes no more than 3 buildings. • Exterior is of high quality, while remaining compatible with local architectural design • Creative design that is cost effective and high quality. • Interior design and layouts meet a variety of household sizes, aesthetics, and resident mobility needs. • Finishes support durability and low maintenance for tenants • Construction maximizes soundproofing between units. • Provides community space for residents, preferably with kitchen facilities • Includes office space for management. • Provides storage space, either in basements or sheds • Prefer individual exterior space (patios or balconies) • Pest House is preserved as part of development	Design appears incongruous with local designs, interior layout does not meet a variety of household types and mobility needs, and does not comply with a majority of the RFP criteria	Design reflects or complements local designs, layout provides for a variety of household types and mobility needs. Complies with a majority of the RFP criteria and preferences and Pest House is preserved.	Design proposal articulates a creative development vision that is a cost-effective, energy efficient, attractive design that reflects and/or complements the local aesthetics and provides a variety of household types and mobility needs. Complies with all the RFP criteria and preferences and Pest House is preserved.
Financial Feasibility			
• Adequacy of proposed budgets (development and operating) • Appropriateness of rents in relation to the market • Track record of securing proposed financing • Availability and likelihood of approval of proposed pre-development, construction, and permanent financing	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing and/or does not have a successful record of securing financing.	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing.	Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.

References, Site Visits, and Interviews			
• A minimum of three references including references from all projects undertaken in the last 10 years including from community members/neighbors of projects. • The evaluation committee may choose to visit proposers' completed projects. • The evaluation committee may require proposers to present their proposals. Presentations will not be scored.	Did not provide a minimum of 3 references, or references were poor and/or inadequate. Properties visited were in poor condition.	Strong references reflecting projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, and buildings were well designed.	Strong references reflecting timely completion, excellent budget control, excellent property management structure and professionalism of developer. Properties visited were in great condition, site layout building design, and landscaping excellent, and use of energy efficient and durable materials and impacted community members were in support of projects.

Attachment B

Locus Ma – overnor Stoughton Lane Milton M

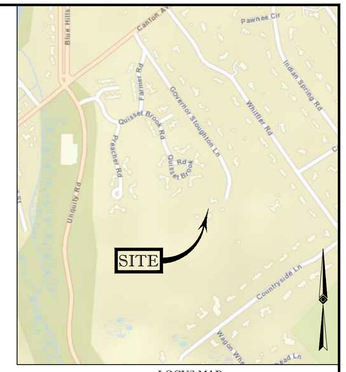


GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

MASSACHUSETTS STATE PLANE COORDINATE SYSTEM - NAD 83



LOCUS MAP
© 2013 ESRI WORLD STREET MAPS
NOT TO SCALE

NOTES:

1. PROPERTY KNOWN AS LOT 3 AS SHOWN ON THE CITY OF MILTON, NORFOLK COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP No. K.

2. AREA = 174,285 SQUARE FEET OR 4.001 ACRES.

3. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE AS-BUILT PLANS AND UTILITY MARK-OUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. CONTROL POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.

   THE SOURCE OF UNDERGROUND UTILITIES ARE SHOWN UTILIZING A QUALITY LEVEL SYSTEM:

   QUALITY LEVEL D - UTILITIES SHOWN BASED UPON REFERENCE MAPPING OR ORAL HISTORY. NOT FIELD VERIFIED.

   QUALITY LEVEL C - LOCATION OF UTILITY SURFACE FEATURES SUPPLEMENTS REFERENCE MAPPING. INCLUDES MARK-OUT BY OTHERS.

   QUALITY LEVEL B - UTILITY LOCATION DATA IS COLLECTED THROUGH GEOPHYSICAL SENSING TECHNOLOGY TO SUPPLEMENT SURFACE FEATURES AND OR REFERENCE MAPPING. INCLUDES MARK-OUT BY CONTROL POINT ASSOCIATES, INC.

   QUALITY LEVEL A - HORIZONTAL AND VERTICAL LOCATION OF UTILITIES ARE OBTAINED USING VACUUM EQUIPMENT EXCAVATION OR OTHER METHODS TO EXPOSE THE UTILITY. LOCATION SHOWN AT SINGLE POINT WHERE EXCAVATION OCCURRED UNLESS UTILITY WAS LOCATED PRIOR TO FILLING.

   ALL FOUR TYPES MAY NOT BE PRESENT ON THIS SURVEY.

4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT, A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC., AND OTHER REFERENCE MATERIAL AS LISTED HEREON.

5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN. IT IS STRONGLY RECOMMENDED THAT A COMPLETE TITLE SEARCH BE PROVIDED TO THE SURVEYOR FOR REVIEW PRIOR TO THE PLACEMENT OF OR ALTERATION TO IMPROVEMENTS ON THE PROPERTY.

6. EXISTING FIRM: BY GRAPHIC PLOTTING ONLY PROPERTY IS LOCATED IN FLOOD HAZARD ZONE X-UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER REF. #2.

7. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS UTILIZING THE KEYSTONE VRS NETWORK (KEYNETGPS).
   TEMPORARY BENCH MARKS SET:

   TBM-A: SPIKE SET IN UTILITY POLE #11. ELEVATION = 127.89'

   TBM-B: SPIKE SET IN UTILITY POLE #12-3. ELEVATION = 138.01'

   PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS SKETCH HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED. ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.

9. THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.

10. THE WETLAND DELINEATION LINE WAS PLACED IN THE FIELD BY LUCAS ENVIRONMENTAL, LLC ON JUNE 22 & 23, 2022, AND FIELD LOCATED BY CONTROL POINT ASSOCIATES, INC. ON JUNE 27, 2022.

REFERENCES:

1. THE TAX ASSESSOR'S MAP OF MILTON, NORFOLK COUNTY, MAP K.

2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, NORFOLK COUNTY, MASSACHUSETTS (ALL JURISDICTIONS) PANEL 202 OF 241," MAP NUMBER 25021C0202E, MAP EFFECTIVE DATE: JULY 17, 2012.

3. MAP ENTITLED "EASEMENT PLAN OF LAND, MILTON WOODS, IN MILTON, MA. PREPARED FOR: PULTE HOMES OF NEW ENGLAND, LLC," PREPARED BY MARCHIONDA & ASSOCIATES, L.P., DATED JANUARY 24, 2019. TWO SHEETS. RECORDED WITH THE NORFOLK COUNTY REGISTRY OF DEEDS AS PLAN BOOK 680 , PLANS 15 & 16.

4. MAP ENTITLED "EXISTING CONDITIONS, DEFINITIVE SUBDIVISION PLAN, MILTON WOODS, IN MILTON, MA, PREPARED FOR: PULTE HOMES OF NEW ENGLAND, LLC," PREPARED BY MARCHIONDA & ASSOCIATES, L.P., DATED NOVEMBER 9, 2016. LAST REVISED OCTOBER 18, 2017. SHEET 3 OF 23. RECORDED WITH THE NORFOLK COUNTY REGISTRY OF DEEDS AS PLAN BOOK 666, PLAN 73.

5. MAP ENTITLED "UTILITY PLAN, DEFINITIVE SUBDIVISION PLAN, MILTON WOODS, IN MILTON, MA, PREPARED FOR: PULTE HOMES OF NEW ENGLAND, LLC," PREPARED BY MARCHIONDA & ASSOCIATES, L.P., DATED NOVEMBER 9, 2016. LAST REVISED OCTOBER 18, 2017. SHEET 14 OF 23. RECORDED WITH THE NORFOLK COUNTY REGISTRY OF DEEDS AS PLAN BOOK 666, PLAN 84.

6. UNDERGROUND ELECTRIC FACILITY MAPPING PROVIDED BY EVERSOURCE ELECTRIC.

7. MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, PULTE HOMES, 175 GOVERNOR STOUGHTON LANE, LOT 2, BLOCK 6, SECTION K, TOWN OF MILTON, NORFOLK COUNTY, COMMONWEALTH OF MASSACHUSETTS," PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED APRIL 28, 2014. LAST REVISED JANUARY 16, 2015. FOUR SHEETS.

No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN	APPROVED	DATE
1	OWNER INFORMATION UPDATED	-	R.J.K.	G.L.H.	7-7-2022

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS
GERRY L. HOLDRIGHT
NO. 49211
REGISTERED
PROFESSIONAL LAND SURVEYOR

7-7-2022
DATE

GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE	6-27-2022
FIELD BOOK NO.	22-09 MA
FIELD BOOK PG.	37-40
FIELD CREW	B.S.B.
DRAWN:	R.A.
REVIEWED:	R.J.K.

BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY
165 GOVERNOR STOUGHTON LANE
MAP K, BLOCK 6, LOT 3
TOWN OF MILTON
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX

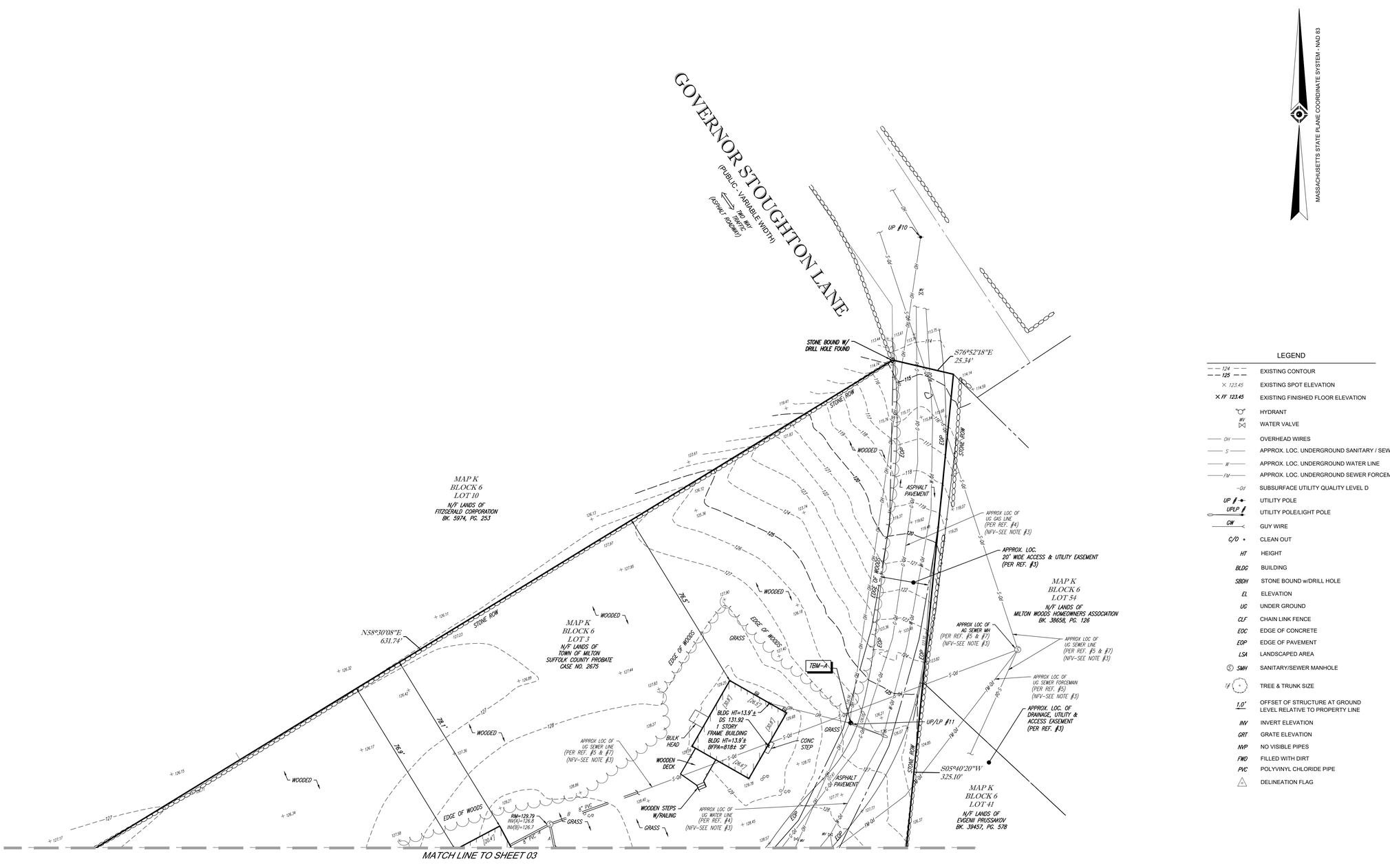
ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-9800
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411
MT LAUREL, NJ 609-857-2099
WARREN, NJ 908-668-0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	6-30-2022	1"=50'	03-220121-00	1 OF 4

CONTROL POINT ASSOCIATES, INC. ALL RIGHTS RESERVED
THE DRAWINGS, DESIGNS AND PLANS CONTAINED HEREIN ARE THE PROPERTY OF CONTROL POINT ASSOCIATES, INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED.

811 DIG SAFE
1-888-344-7233
STOP - CALL BEFORE YOU DIG!

THE COMMONWEALTH OF MASSACHUSETTS REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH.



MASSACHUSETTS STATE PLANE COORDINATE SYSTEM - NAD 83

LEGEND

124 / 125	EXISTING CONTOUR
× 123.45	EXISTING SPOT ELEVATION
× FF 123.45	EXISTING FINISHED FLOOR ELEVATION
	HYDRANT
	WATER VALVE
OH	OVERHEAD WIRES
S	APPROX. LOC. UNDERGROUND SANITARY / SEWER LINE
W	APPROX. LOC. UNDERGROUND WATER LINE
FM	APPROX. LOC. UNDERGROUND SEWER FORCEMAIN
-Ud	SUBSURFACE UTILITY QUALITY LEVEL D
UP	UTILITY POLE
UPLP	UTILITY POLE/LIGHT POLE
GW	GUY WIRE
C/O	CLEAN OUT
HT	HEIGHT
BLDG	BUILDING
SBDH	STONE BOUND w/DRILL HOLE
EL	ELEVATION
UG	UNDER GROUND
CLF	CHAIN LINK FENCE
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
LSA	LANDSCAPED AREA
SMH	SANITARY/SEWER MANHOLE
TREE & TRUNK SIZE	
1.0'	OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
INV	INVERT ELEVATION
GRT	GRATE ELEVATION
NVP	NO VISIBLE PIPES
FWD	FILLED WITH DIRT
PVC	POLYVINYL CHLORIDE PIPE
	DELINEATION FLAG

GRAPHIC SCALE

20 0 10 20 10 120

(IN FEET)
1 inch = 20 ft.

No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN:	APPROVED:	DATE
1	OWNER INFORMATION UPDATED	-	R.J.K.	G.L.H.	7-7-2022

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS
GERRY L. HOLDRIGHT
NO. 49211
REGISTERED PROFESSIONAL LAND SURVEYOR

7-7-2022
DATE

GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE	6-27-2022
FIELD BOOK NO.	22-09 MA
FIELD BOOK PG.	37-40
FIELD CREW	B.S.B.
DRAWN:	R.A.
REVIEWED:	R.J.K.

BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY
165 GOVERNOR STOUGHTON LANE

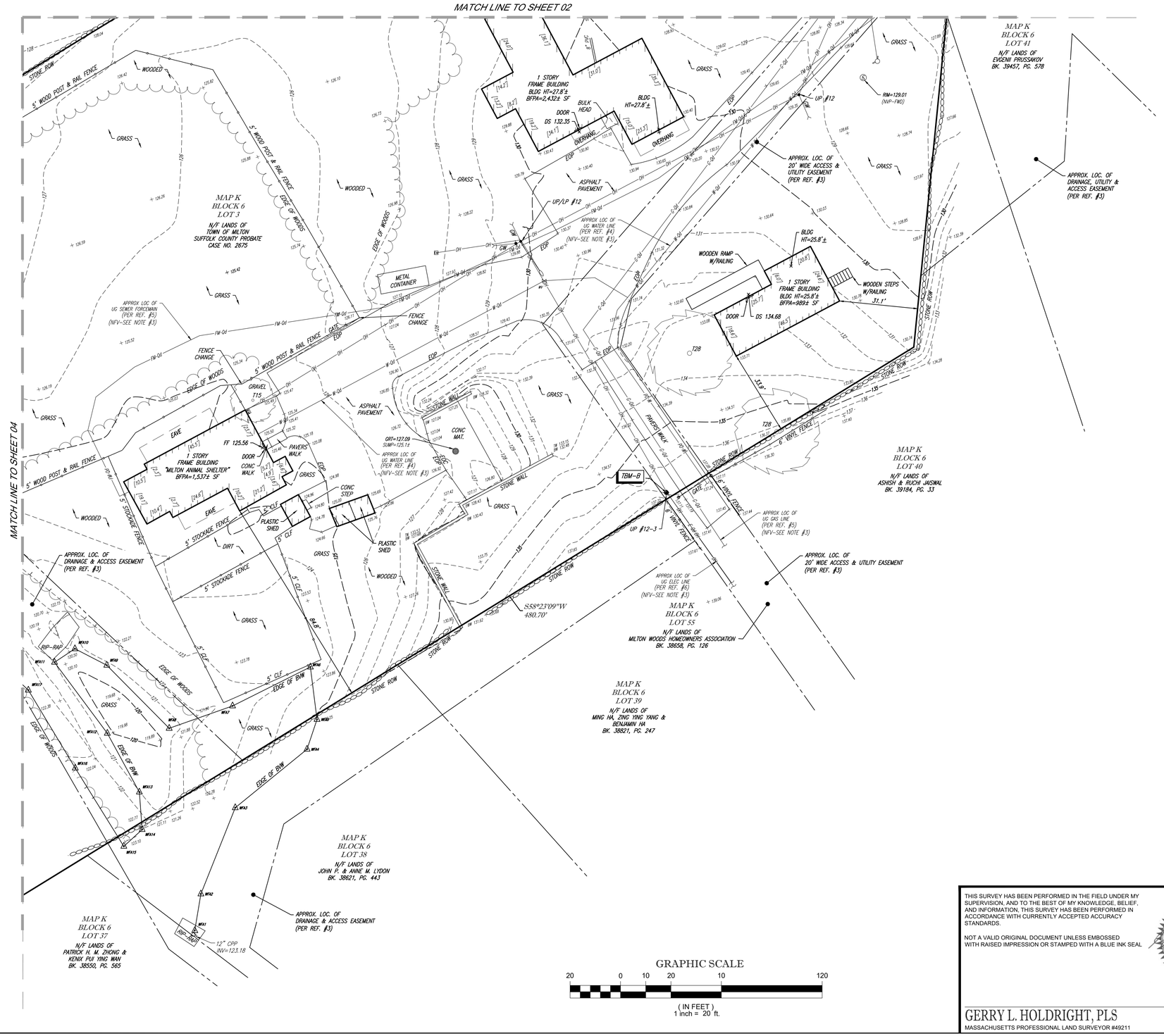
MAP K, BLOCK 6, LOT 3
TOWN OF MILTON
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX

ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-9800
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411
MT LAUREL, NJ 609-857-2099
WARREN, NJ 908-668-0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	6-30-2022	1"=20'	03-220121-00	2 OF 4

CONTROL POINT ASSOCIATES, INC. - ALL RIGHTS RESERVED
THIS PLAN AND ITS CONTENTS ARE THE ORIGINAL PROJECT OR
TOPOGRAPHIC SURVEY AS INSTRUMENTS OF SERVICE AND ARE
THE PURPOSE ORIGINALLY INTENDED. WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED



GRAPHIC SCALE

20 0 10 20 10 120

(IN FEET)
1 inch = 20 ft.

MASSACHUSETTS STATE PLANE COORDINATE SYSTEM - NAD 83

LEGEND

124 / 125	EXISTING CONTOUR
× 123.45	EXISTING SPOT ELEVATION
× FF 123.45	EXISTING FINISHED FLOOR ELEVATION
	HYDRANT
WV	WATER VALVE
OH	OVERHEAD WIRES
S	APPROX. LOC. UNDERGROUND SANITARY / SEWER LINE
W	APPROX. LOC. UNDERGROUND WATER LINE
FM	APPROX. LOC. UNDERGROUND SEWER FORCEMAIN
QL	SUBSURFACE UTILITY QUALITY LEVEL D
UP	UTILITY POLE
UPLP	UTILITY POLE/LIGHT POLE
GW	GUY WIRE
C/O	CLEAN OUT
HT	HEIGHT
BLDG	BUILDING
SBDH	STONE BOUND w/DRILL HOLE
EL	ELEVATION
UG	UNDER GROUND
CLF	CHAIN LINK FENCE
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
LSA	LANDSCAPED AREA
SMH	SANITARY/SEWER MANHOLE
tree	TREE & TRUNK SIZE
1.0'	OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
INV	INVERT ELEVATION
GRT	GRATE ELEVATION
NVP	NO VISIBLE PIPES
FWD	FILLED WITH DIRT
PVC	POLYVINYL CHLORIDE PIPE
	DELINEATION FLAG

CONTROL POINT ASSOCIATES, INC. - ALL RIGHTS RESERVED
THIS SURVEY AND ORIGINAL PROJECT OR CONSTRUCTION DRAWINGS ARE THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED

No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN:	APPROVED:	DATE
1	OWNER INFORMATION UPDATED	-	R.J.K.	G.L.H.	7-7-2022

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS · GERRY L. HOLDRIGHT · NO. 49211 · REGISTERED PROFESSIONAL LAND SURVEYOR

7-7-2022
DATE

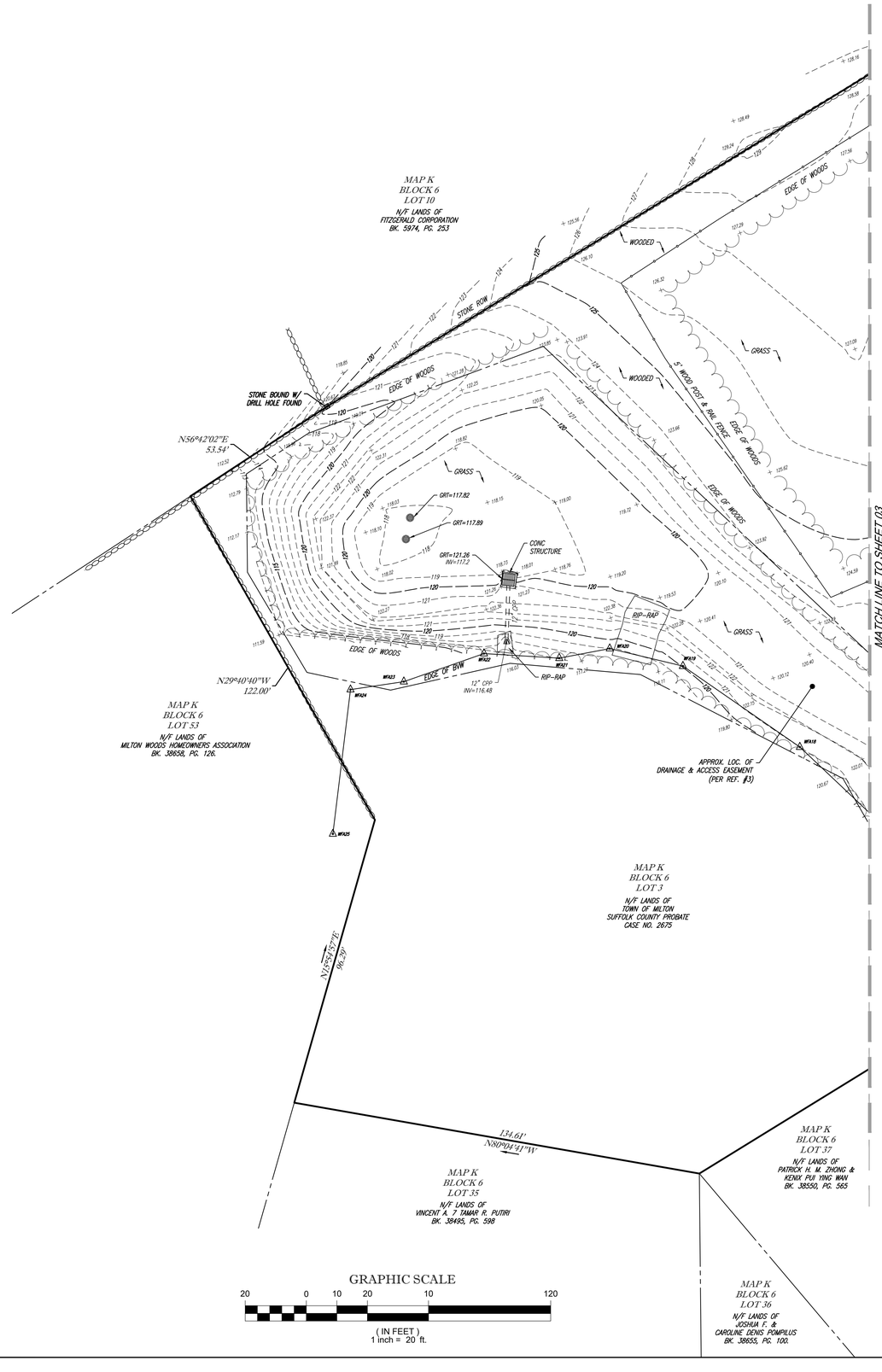
GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE	6-27-2022
FIELD BOOK NO.	22-09 MA
FIELD BOOK PG.	37-40
FIELD CREW	B.S.B.
DRAWN:	R.A.
REVIEWED:	R.J.K.

BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY
165 GOVERNOR STOUGHTON LANE
MAP K, BLOCK 6, LOT 3
TOWN OF MILTON
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX
ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-9800
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411
MT LAUREL, NJ 609-857-2099
WARREN, NJ 908-668-0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	6-30-2022	1"=20'	03-220121-00	3 OF 4



MASSACHUSETTS STATE PLANE COORDINATE SYSTEM - NAD 83

LEGEND

124	EXISTING CONTOUR
125	EXISTING CONTOUR
× 123.45	EXISTING SPOT ELEVATION
× FF 123.45	EXISTING FINISHED FLOOR ELEVATION
HY	HYDRANT
WV	WATER VALVE
OH	OVERHEAD WIRES
S	APPROX. LOC. UNDERGROUND SANITARY / SEWER LINE
W	APPROX. LOC. UNDERGROUND WATER LINE
FM	APPROX. LOC. UNDERGROUND SEWER FORCEMAIN
QL	SUBSURFACE UTILITY QUALITY LEVEL D
UP	UTILITY POLE
UPLP	UTILITY POLE/LIGHT POLE
GW	GUY WIRE
C/O	CLEAN OUT
HT	HEIGHT
BLDG	BUILDING
SBDH	STONE BOUND w/DRILL HOLE
EL	ELEVATION
UG	UNDER GROUND
CLF	CHAIN LINK FENCE
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
LSA	LANDSCAPED AREA
SMH	SANITARY/SEWER MANHOLE
	TREE & TRUNK SIZE
1.0'	OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
INV	INVERT ELEVATION
GRT	GRATE ELEVATION
NVP	NO VISIBLE PIPES
FWD	FILLED WITH DIRT
PVC	POLYVINYL CHLORIDE PIPE
	DELINEATION FLAG

CONTROL POINT ASSOCIATES, INC. - ALL RIGHTS RESERVED
THIS PLAN AND DESIGN IS THE PROPERTY OF CONTROL POINT ASSOCIATES, INC. AND THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED

No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN	APPROVED	DATE
1	OWNER INFORMATION UPDATED	-	R.J.K.	G.L.H.	7-7-2022

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS · GERRY L. HOLDRIGHT · NO. 49211 · REGISTERED PROFESSIONAL LAND SURVEYOR

7-7-2022
DATE

GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE: 6-27-2022
FIELD BOOK NO.: 22-09 MA
FIELD BOOK PG.: 37-40
FIELD CREW: B.S.B.
DRAWN: R.A.
REVIEWED: R.J.K.

BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY
165 GOVERNOR STOUGHTON LANE
MAP K, BLOCK 6, LOT 3
TOWN OF MILTON
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX
ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-9800
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411
MT LAUREL, NJ 609-857-2099
WARREN, NJ 908-668-0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	6-30-2022	1"=20'	03-220121-00	4 OF 4

Attachment C

I, William Stoughton of Dorchester in the County of Suffolk within his Majesty's Province of Massachusetts Bay in New England. [indistinct word] being many ways minded (?) of the frailty of this life and by the growing decay and infirmities of my old age made sensible of the near approach of death, and being at present (through God's goodness) of sound disposing mind, most humbly begging and believing the pardon of all my great and many Sins both of heart and life and grounding my hope for the same and of the enjoyment of everlasting life, upon the alone merits and righteousness of the eternal Son of God made man, my most dear and blessed Lord and Savior Jesus Christ, the great Mediator and Surety of the new Covenant, do now make and declare this my Last Will and Testament revoking all others whatsoever heretofore by me made.

My body I commit to the earth by a decent Funeral, wherein my Will is that all unprofitable Ceremonies and Expenses be avoided. Strictly prohibiting and forbidding any Military appearances therein as altogether contrary to my mind and inclination.

As to the worldly estate which God hath bestowed on me (for which I most humbly thank a bountiful Lord and Maker) I do order and dispose of the same as followeth.

In the first place, I will all my just debts to be duly and speedily paid, and then by way of particular Legacy and Testimony of my affection and respect to the persons here after named. I do give and bequeath as follows.

That is to say, to the Reverend M. Samuel Torrey five pounds.

To Mrs. Esther Flint, forty shillings and to each of her children five pounds.

To Mr. Nathaniel Clap of Rhode Island five pounds.

To my Kinswoman Mary Maxfield, Widow, five pounds.

To the Church of Dorchester, I give two pieces of Plate for the Communion of six pounds value each; as also the sum of Fifty pounds to be settled (?) and kept under improvement by the care and diligence of the Deacons from time to time under the oversight of the Teaching and Ruling Officers of that Church, the yearly Income to be for any such service of the Church as shall be judged most needful.

Towards the relief of the poor of Dorchester, I give the like sum of Fifty pounds to be improved by the care of the Selectmen and annual income to be distributed to the most needy Inhabitants.

Unto the School of Dorchester I give the sum of one hundred fifty pounds to be alike secured and settled under improvement for a yearly advancement of the Salary of the School Master, wherein my will is that if within the space of ten years next following the date of this my last Will, the Town of Dorchester shall not have provided and settled such a salary of their own proper gift as shall make up the present salary already settled to be and continued to the full value of forty pounds a year. In that case, I say my Will is that until they shall have provided and

settled a salary to that value of forty pounds a year, the whole income and improvement of this my gift shall yearly be paid in to the Steward of Harvard College in Cambridge and at the discretion of the President and Fellows thereof be given towards the encouragement of some well deserving student there coming from or belonging to the Town of Milton if any such there be; otherwise to some other that may well deserve it.

Unto the Church of Milton I give one piece of Plate for the Communion of six pounds value;

and to the Town of Milton I give out of my great wood Lot there Forty acres, to be conveniently and equally laid out to them. The whole improvement thereof to be for the benefit of the poor of that Town as the Selectmen thereof shall judge best.

Unto the Widow and Children of my late dearest Friend and faithful servant of Christ Mr. John Collins of London, deceased, I give the sum of one hundred pounds, the Debt due to me for what I lent and laid out for the maintenance of old Mrs. Collins of Charlestown during her life being at this time thirty seven pounds (for the payment whereof the house and grounds that she lived in stands made over and secured to me by her Deed of Trust/being to be reckoned as part thereof).

Of which hundred pounds I give twenty pounds to Mrs. Margaret Collins, his [indistinct word], and the remainder to his three sons, namely Mr. Edward Collins, Mr. Francis Collins, and Mr. Thomas Collins, the last of whom (being a scholar) to have double to either of the other. And in case of the death of the said Mrs. Collins or of the said Edward or Francis Collins before payment made to them, the part of the deceased to go to the said Thomas Collins or his Children but if he also shall be deceased before payment made as aforesaid, his part shall go to his children if he leave any, otherwise the same shall be distributed to his brothers or their Children that shall be surviving.

Unto Theophilus Minot I give the Sum of three hundred pounds.

Unto Mr. John Danforth I give fifty pounds, my Negroman Dick, my little silver drinking can and one of my silver headed canes which he shall choose and my silver Standish.

Unto his wife Mrs. Elizabeth Danforth my niece and to her heirs for ever give my little Orchard on the hill by Nathan Bradley.

Unto my niece Mrs. Sara Tailer I give as a particular remembrance of me, twelve pounds to buy a piece of plate.

Unto each of the children of my nephew Tailer and of my nieces Nelson, Danforth and Cooper that shall be alive at my death I give the sum of ten pounds.

To my niece Elizabeth Danforth, I further give my down bed with its furniture and the furniture of the Chamber where it stands, also all my Pewter and Brass and Linen and the one halfe of all my other household stuff.

The other halfe thereof I give to my Nephew William Tailer aforesaid. To whom I do

also give and bequeath the sum of one hundred pounds.

I confirm unto the said Mr. John Danforth and his children by my niece all that Upland and Salt Meadow which I formerly gave him and is in his possession already.

Unto Sarah Maxfield I give forty shillings and if she be in my service when I die, I will that it be made up five pounds beside all wages due.

Unto John Maxfield I give forty shillings.

Unto Mrs. Joanna Atkins, my present housekeeper, I give forty shillings.

Unto my loving and respected Kinswomen Mrs. Warren, Mrs. Hutchinson, and Mrs. Woolcot, I give forty shillings apiece to buy each of them a ring.

Unto each of the children of my kinswomen Mary Smith deceased and Mary Maxfield I give twenty schillings to buy some good practical book in remembrance of me.

Unto my very good friend Doctor Bailey and his wife I give five pounds apiece.

My Library I give to such of Mr. Danforth's sons as shall be bred up Scholars, only my Law books I give to Mr. John Nelson and my best Quarto Bible to his wife, my niece.

Unto the Judges of the Superior Court, I give twenty shillings apiece for a ring, and the same sum for the same purpose I give to my very good friends Major Nathan Thomas and Nathaniel Byfield Esq. and his wife and Major Stephen Sewall.

Unto Mr. James Maxwell Door Keeper to the Council and Mrs. Corlet of Cambridge and to Nathan Bradley [indistinct word] of Dorchester I give the sum of forty shillings apiece.

Unto Mrs. Nelson, my niece I give one of my [indistinct word] silver tankards, the other I give to my niece Mrs. Cooper and to her Son William Cooper my Silver teapot.

All the rest of my plate I give unto my nephew William Tailer and my said niece Danforth equally to be divided between them.

Unto the children of the Colonel Bartholomew Gedney, deceased, I give twenty shillings apiece for a ring in testimony of my respect to that family for their father's Sake my especial and dear Friend.

And unto Edward Tusfrey I give twenty shillings for a ring.

AND WHEREAS through the great goodness of God (for which I most solemnly bless him) as a testimony of my unfeigned respect to Harvard Colledge at Cambridge, the place of my first publick education (which Nursery of good Learning hath been an inestimable blessing to the Churches and People of God in this Wilderness and may ever continue to be if this People continue in the favour of God) I have lately erected and finished an additional Building to that

Colledge with the previous consent and grant of the President and Fellows that it shall be in my liberty to make an establishment and appropriation of some part of the Income of that Building to be for the benefit of some students in particular as I shall reasonably appoint.

It is therefore my desire and will accordingly and I do hereby direct and appoint that for and during the space of five years from and next after the date of this my Will, there be reserved out of the Revenues and Incomes of the said Building the Sum of Twenty Pounds a year which shall be exhibited toward the support of education of Elijah Danforth, son of the Reverend Mr. John Danforth before named, Pastor of the Church of Dorchester who is now resident at the Colledge.

And at and after the expiration of the said five years that there be reserved out of the Revenues and Income of the said Building the Sum of ten pounds [indistinct word] yearly forever to be exhibited at the discretion of the President and Fellows of the Colledge for the time being towards the support and education of some poor Schollar at the Colledge as they shall judge most indigent and deserving. A Minister's son to have preference of others, cateris paribus (?).

Provided nevertheless, when any of my own kindred descended either from my Father or from my Uncle Mr. Thomas Stoughton late of Windsor in the Colony of Connecticut Deceased shall happen to be a student at the Colledge and stand in need of support, such shall be preferred in first place to the said Exhibition and next unto them any poor Schollar that shall come either from the Town of Dorchester or the Town of Milton within this Province.

And that none shall receive the benefit of this Exhibition that shall not actually reside at the Colledge nor for any longer time than until he shall have taken the degree of Master of Arts.

As a further Testimony of my desire to promote good Literature and the Education of Such Therein as may be serviceable to God and these Churches I do further give and bequeath unto the President and Fellows of Harvard Colledge aforesaid and their successors forever all that my Pasture in Dorchester which is now in the occupation of John Robinson and all that my parcel of Salt Meadow which is in the occupation of John Trescott, Willing and appointing the clear Rent and Income of both to be exhibited in the first place to a Schollar of the Town of Dorchester and if there be none to a Schollar in the Town of Milton and in want of such to any Indian student that may be at the Colledge and in want of such then any other well-deserving Schollar that shall be most needy.

And for the further encouragement of Indian Students, my desire and will is that when any such shall be sent to the Colledge, one of the Garret Chambers in the Building by me erected may be allowed to two of them gratis.

And concerning the Pasture hereby given to the Colledge, My Will is that first of all out of the Rents all the Fence property belonging thereunto be well repaired or new made so as to be good substantial stone wall fence of the best sort.

The whole remainder of my Estate in Lands and moveables I give devise and bequeath in equal proportion and on due apprisement divided unto my nephew William Tailer and my three

aforesaid nieces, To wit, Elizabeth Danforth, Elizabeth Nelson and Mehatabel Cooper, To hold unto them and their heirs forever. And as to the division, my Will is that my said Nephew Tailer and my said Niece Danforth shall have and enjoy all my Lands and houses within the body of the Town of Dorchester. That is to say, my said Nephew Tailer shall have in his part my Mansion house and all the Buildings belonging to it; with the Orchard and Lands adjoining as they are now fenced in on both sides of the highway, halfe my Salt Meadow wheresoever lying and halfe of all my Pastures and Swamp Meadows as they are now fenced in. And my said Niece Danforth shall have contained in her share the other halfe of all my Salt Meadows, Pasture and Swamp Meadows with my Lot lying by the Burying place. A just and equal apportionment of them all to be made either by mutual consent or by indifferent men mutually chosen, and their determination to be conclusive.

And my Will is That my said Mansion house and house adjoining shall be let and reckoned at halfe the reasonable value only.

Unto the furtherance of the work of Gospellizing the Indians I give to that Corporation one hundred pounds.

To my worthy and dear friends Samuel Sewall and Isaac Addington, Esq. I give the sum of ten pounds apiece. Desiring them to be the Overseers of this my Will.

To John Leverett, Esq. and his wife and Mr. Thomas Newton I give twenty shillings apiece for a ring.

And in case during my life I shall my selfe satisfy and pay any of the Legacies herein before given unto any person or use herein mentioned it shall be accounted so far a performance of my Will in that respect without any other payment or demand to be made therefor.

And of my Last Will and Testament I do nominate ordain and constitute my said nephew William Tailer and my three nieces afore named, to wit, Elizabeth Danforth, Elizabeth Nelson, and Mahetabel Cooper to be Executors and will that they pay all my Legacies within one year after my decease. Unto which payment of my Legacies I do make all the improvements, rents and income of my whole Estate for the space of one year after my death liable before the partition or division of my said Estate between my Nephew and Nieces shall be made.

And in testimony that the before written is my last Will and Testament I have hereunto set my hand and affixed my seal the Sixth day of July. Anno Domini One thousand Seven hundred and one and annoque RR Guilielmi Tertii Anglio & decimo tertio.

Signed, Sealed, Published and Declared by the Honorable Wm. Stoughton Esq. as and for his last Will and Testament in presence of us who subscribed our names as witnesses thereto in the said Testator's presence Thomas Mawdelsey [indistinct word], William W. Ryal, Thomas Evans, Alexander Atkins.

Attachment D

GROUND LEASE

between

THE GOVERNOR STOUGHTON TRUST

as Landlord

and

[TENANT]

as Tenant

for Premises located on

165 Governor Stoughton Lane, Milton Massachusetts 02186

TABLE OF CONTENTS

PAGE

SECTION 1. Land 1
SECTION 2. Improvements, Repairs, Additions Replacements 1
SECTION 3. Term 2
SECTION 4. Benefits to Landlord 2
SECTION 5. Taxes and Utility Expenses 3
SECTION 6. Requirements of Public Authority 3
SECTION 7. Covenant against Liens 4
SECTION 8. Access to Premises 4
SECTION 9. Assignment and Subletting 4
SECTION 10. Indemnity 4
SECTION 11. No Warranty or Covenant 4
SECTION 12. Insurance 5
SECTION 13. Waiver of Subrogation 5
SECTION 14. Destruction 5
SECTION 15. Eminent Domain 5
SECTION 16. Easements 8
SECTION 17. Leasehold Mortgages 8
SECTION 18. Quiet Enjoyment; Landlord's Warranties 10
SECTION 19. Defaults 11
SECTION 20. Bankruptcy and Insolvency 11
SECTION 21. Waivers 12
SECTION 22. Soil Tests 12
SECTION 23 Landlord's Right to Audit 12
SECTION 24. Zoning 12
SECTION 25: Failure to Finance, Secure Required Approvals 12
SECTION 26. Permitting and Construction Schedule 13
SECTION 27. Force Majeure 13
SECTION 28. Notices 13
SECTION 29. Certificates 14
SECTION 30. Dispute Resolution 14
SECTION 31. Governing Law 14
SECTION 32. Partial Invalidity 14
SECTION 33. Short Form Lease 14
SECTION 34. Interpretation 14
SECTION 35. Entire Agreement 15
SECTION 36. Parties 15

GROUND LEASE

THIS GROUND LEASE (this "Lease") is made and entered into as of the _____ day of _____, 2023 (the "Execution Date"), by and between the Governor Stoughton Trust a charitable trust corporation with a usual place of business at 525 Canton Avenue, Milton, Massachusetts, 02186, by and through its Board of Trustees, (the "Trust" or "Landlord"), and [Tenant] a [Jurisdiction and Entity] with a usual place of business at [Address] (the "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord is the owner of an approximately four (4) acre parcel of land located on 165 Governor Stoughton Lane, Milton, County of Norfolk, Commonwealth of Massachusetts, also known as the Milton Town Farm, and more particularly described in Section 1 herein and **Exhibit A** hereto (the "Land"); and

WHEREAS, Tenant desires to lease the Land from Landlord for the purposes described in this Lease; and

WHEREAS, this Lease was approved by the Governor Stoughton Trust Board of Trustees meeting held on _____, and Landlord is thus authorized to enter into said Lease;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

SECTION 1. Land: Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all of that tract, piece or parcel of land, situated on Governor Stoughton Lane in the Town of Milton, County of Norfolk and Commonwealth of Massachusetts, more particularly described in **Exhibit A** attached hereto and made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, including the Project, as defined herein (all of the foregoing hereinafter sometimes referred to as the "Premises").

SECTION 2. Improvements, Repairs, Additions Replacements:

(a) Tenant shall, solely at its own cost and expense, construct a mixed-use development on the Premises, no more than 35 units of affordable rental housing at a range of incomes (the "Project"), all as set forth on the conceptual plans attached hereto as **Exhibit B**. The final plans for the Project (the "Plans") shall be submitted to and approved by Landlord prior to the commencement of construction. Such Plans shall be attached to this Lease **Exhibit C** after Landlord has approved such Plans. Tenant shall not make any material changes to the Plans attached hereto without receiving the written consent of Landlord. In addition to the terms and conditions of this Section 2(a) and by way of clarification and not limitation, in no event shall

Tenant permit, allow, suffer or use the Premises for any residential uses, housing, dormitory, boarding home or the like.

(b) Following completion of the Project, Tenant may, at its own cost and expense, at any time and from time to time, make such reasonable alterations, changes, replacements, improvements and additions in and to the Project, subject to all applicable laws, including the demolition of any building(s) and improvement(s) and/or structure(s) that now or hereafter may be situated or erected on the Land (the Project, including any future alterations, changes, replacements, improvements and additions thereto, together with the Land, are hereinafter referred to as the "Premises"); provided, however, that Tenant shall not make any material changes to the scope of the Project without receiving the prior written consent of Landlord.

(c) Tenant shall be responsible for maintaining the Premises in good and usable condition, in a workmanlike fashion and in a manner that similar facilities, of good repute, are maintained, and Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the Premises during the term of this Lease.

(d) Until the expiration or sooner termination of this Lease (subject, however, to the rights of the holder of any Leasehold Mortgage to obtain a new lease as set forth in Section 18), title to any building or buildings or improvements situate or erected on the Premises and the building equipment and other items installed thereon and any alteration, change or addition thereto shall remain solely in Tenant.

(e) **NOTWITHSTANDING ANYTHING EXPRESS OR IMPLIED TO THE CONTRARY HEREIN: On the last day or sooner termination of the term of this Lease, for whatever reason, Tenant, and all of Tenant's agents, representatives, employees, subcontractors and instrumentalities, shall immediately quit and surrender to Landlord the Premises, free and clear of all liens and encumbrances of any kind, and obtain record discharge(s) of any Financing(s) or Leasehold Mortgage(s), and shall relinquish Tenant's title, ownership and all rights thereto. Title, ownership and possession shall immediately vest in Landlord with respect to the Premises, and Tenant shall cooperate with Landlord, using best efforts, to facilitate the transfer of title, ownership and possession to Landlord, including but not limited to the execution of any and all reasonable documentation necessary or recommended to accomplish such transfer and evidence such vesting.**

SECTION 3. Term: The term of this Lease shall commence on the Execution Date (the "Commencement Date") and shall be for a period of ninety-nine (99) years beginning on the Commencement Date. Tenant agrees, in the event of termination of this Lease in accordance herewith, to execute and deliver to Landlord an instrument, suitable for recording in the Plymouth County Registry of Deeds, evidencing the termination of this Lease.

SECTION 4. Benefits to Landlord: Tenant shall pay rent to Landlord of _____ per year in connection with this Lease, in addition to other consideration hereby expressly acknowledged.

DRAFT

SECTION 5. Taxes and Utility Expenses:

(a) Tenant shall, during the term of this Lease, pay and discharge punctually, as and when the same shall become due and payable, all sewer rents and charges for water, stormwater, steam, gas, heat, hot water, electricity, light and power, and other service or services furnished to the Premises or the occupants thereof during the term of this Lease (hereinafter referred to as "Utility Expenses"). Each of Landlord and Tenant acknowledge and agree that Landlord shall have no responsibility whatsoever to provide, connect, install, maintain, upgrade or otherwise ensure or obtain any utility service for the Premises. Landlord hereby acknowledges that Tenant, as a tax-exempt corporation, is exempt from municipal taxes, including property taxes, and Landlord agrees to reasonably cooperate with Tenant, if necessary, in securing such exemption(s), at Tenant's sole expense.

(b) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Utility Expenses paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord shall, upon the reasonable written request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will forthwith pay over to Tenant such refund or rebate as received by Landlord.

SECTION 6. Requirements of Public Authority:

(a) During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, bylaws, requirements, orders, directives, rules and regulations of the federal, state, county, Town and Town governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant, without cost or expense to Landlord, the validity or application of any law, bylaw, rule, regulation or requirement of the nature referred to in Section 6(a), and, if by the terms of any such law, bylaw, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit Tenant so to contest the validity or application of any law, bylaw, order, rule, regulation or requirement of the nature referred to in Section 6(a) (except for laws, bylaw, orders, rules, regulations or requirements of the Town), and to cooperate fully with Tenant in such contest.

DRAFT

SECTION 7. Covenant against Liens: If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within one hundred twenty (120) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands resulting therefrom.

SECTION 8. Access to Premises: Landlord or its agents shall have the right to enter upon the Premises at reasonable times and upon reasonable prior notice to examine the same; provided, however, that Landlord or its agents shall have the right to enter the Premises at any time, with or without prior notice, if compelled to do so by a Massachusetts court or when in the interest of the public safety, health or welfare.

SECTION 9. Assignment and Subletting: Tenant may not assign or sublease (in whole or in part or parts) this Lease (in whole or in part or parts) or sublease all or any part of the Premises and may not mortgage or otherwise encumber this Lease or any part of the Premises; provided, however, that Tenant may mortgage its leasehold interest in the Premises pursuant to Section 18 herein.

SECTION 10. Indemnity:

(a) Tenant shall indemnify and save harmless Landlord from and against any and all claims, debts, demands, obligations, liabilities, damages, penalties or judgments arising out of, occasioned by, or related to (1) Tenant's possession, use, occupation or control of the Premises, (2) any failure or default on the part of Tenant or its agents, servants, employees or contractors to perform any of the obligations imposed on Tenant by the terms of this Lease, or, during the term of this Lease, (3) any injury (including death) or damage to any persons or property while on or about the Premises. If Landlord shall be made a party to any litigation arising out of or in connection with any circumstance which Landlord is entitled to be indemnified against hereunder, Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation as well as all sums which Landlord may be called upon to pay by reason of the entry of any judgment against Landlord in such litigation.

(b) Except for its acts or negligence, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors or invitees, or anyone claiming by, through or under Tenant.

SECTION 11. No Warranty or Covenant: Landlord makes no warranty or covenant regarding the condition, suitability, habitability or fitness of the Premises and Tenant accepts the Premises on an "as is" basis. Landlord and Tenant acknowledge and agree that Tenant has inspected the Property and the Premises thoroughly and is fully satisfied with the existing condition thereof.

DRAFT

Tenant accepts full responsibility for any and all latent and patent defects, problems or conditions on or associated with the Property and Premises.

SECTION 12. Insurance:

(a) Tenant shall provide at its expense, and keep in force during the term of this Lease, general liability insurance in a good and solvent (Moody's AA Rating or higher) insurance company or companies authorized to do business in the Commonwealth of Massachusetts, selected by Tenant, and reasonably satisfactory to Landlord, in limits of not less than $_____ combined single limit per occurrence and $_____ in the aggregate. **[NOTE: Tenant's insurance advisors to specify insurance amounts.]** Such policy or policies shall include Landlord as an additional insured. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this Lease and thereafter not less than thirty (30) days prior to the expiration of any such policy. Such insurance shall be noncancellable without thirty (30) days' prior written notice to Landlord.

(b) During the term of this Lease, Tenant shall keep all buildings and improvements erected by Tenant on the Premises at any time insured for the benefit of Landlord and Tenant and the holder of any Leasehold Mortgage permitted pursuant to Section 18, as their respective interests may appear, against loss or damage by fire, and those casualties covered by the customary extended coverage endorsements, in a minimum amount necessary to avoid the effect of coinsurance provisions of the applicable policies. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to such Leasehold Mortgagee, if any, or, if none, to Tenant. Any proceeds paid to Tenant shall be retained by Tenant and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord shall, at Tenant's sole cost and expense, cooperate reasonably fully with Tenant in order to obtain the largest possible recovery and shall execute any and all consents and other instruments and take all other actions reasonably necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

SECTION 13. Waiver of Subrogation: All insurance policies carried by either party covering the Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party.

SECTION 14. Destruction: In the event that, at any time during the term of this Lease, any one or more of the buildings on the Premises shall be destroyed or damaged in whole or in part by fire or other cause, Tenant shall, prior to the expiration of the term of this Lease, either repair and restore such damaged buildings to complete architectural units, or demolish and remove such damaged buildings from the Premises and remove all rubble; provided, however, that Tenant shall replace or rebuild such buildings in due course.

SECTION 15. Eminent Domain:

DRAFT

(a) With respect to any exercise of the power of eminent domain, or any agreement in lieu of condemnation between the Landlord, the Tenant and a condemning authority for a conveyance to such authority (collectively, a "Taking"), the Tenant and any Leasehold Mortgagee, in cooperation with the Landlord, shall have the right to participate in negotiations, or any proceeding or agreement related to a Taking to protect their respective interests to the extent allowable by law. The total award made or the consideration paid or payable in connection with a Taking shall be paid by whomever received, to the Leasehold Mortgagee or another bank or financial institution selected by Tenant that has agreed to act as a fiduciary and comply with the provisions of this Lease (the "Depository"), which shall apply the same as herein provided. The term "Net Award" shall mean the total award, less all reasonable costs, expenses and attorneys' fees incurred in the collection thereof (which shall be reimbursed to the Landlord or the Tenant or both, as appropriate, by the Depository prior to any other disbursement). The term "Individual Net Award Payment" shall mean the pro tanto payment and each additional payment, if any, over and above the pro tanto, which in the aggregate comprise the total award received in connection with a Taking, less all reasonable costs, expenses and attorneys' fees incurred in the collection of the pro tanto and each such additional payment (which shall be reimbursed to the Landlord or the Tenant or both, as appropriate, by the Depository prior to any other disbursement).

(b) If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the Premises pursuant to which more than fifteen percent (15%) of the land area of the Premises is so taken (or so purchased) or if as a result of a taking (or purchase) the Premises are deprived of direct access to the public streets and highways, or are not reasonably useable for the business or activities then being conducted upon the Premises, Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date which is ninety (90) days after the date of such taking (or purchase), and upon the giving of such notice of termination the term of this Lease shall expire and come to an end (except as to this Section 18 and any other provisions of this Lease that survive termination) on the last day of the calendar month in which such notice shall be given with the same force and effect as if such day had been originally fixed herein as the expiration date of the term of this Lease, and neither party shall have any further rights or liabilities hereunder.

(c) In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of Section 17(a) the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking, and further agree that the following values shall be determined as of the Termination Date by agreement of the Landlord and the Tenant or, failing such agreement, by appraisal in the manner set forth in Section 15 hereof:

(1) Value of the Landlord's Interest. The value of the Landlord's interest shall be (a) the then fair market value of the fee interest in the Premises as encumbered and benefited by this Lease, plus (b) the reversionary present value, if any, of the Improvements on the Premises at the end of the Term of this Lease, determined as if no Taking had occurred, and

(2) Value of the Tenant's Interest. The value of the Tenant's interest shall be (a) such fair market value of the Project and any other improvements on the Premises recognizing that the residual value of such Project and improvements belongs to Landlord at the expiration of the Term of this Lease, plus (b) the value of the Tenant's leasehold interest in the Premises under this Lease.

(d) After making the determinations described in paragraph (c), above, each Individual Net Award Payment comprising the Net Award shall be distributed in the amounts described in Sections 17(c)(1) and 17(c)(2) above to Landlord and to Tenant (or to any Leasehold Mortgagee up to the amount of Tenant's indebtedness under any such Leasehold Mortgage) in proportion to the ratio between the amounts described in Sections 17(c)(1) and 17(c)(2) above; provided, however, that in the event that the Net Award is the result of a Taking by Landlord (or any public instrumentality succeeding to Landlord's interest in this Lease), then the Individual Net Award Payment comprising the Net Award shall be paid first to Tenant in the amount described in Section 17(c)(2), and then to Landlord in the amount described in Section 17(c)(1), and any amounts remaining after such payment to Landlord shall be paid to Tenant.

(e) If Landlord and Tenant are unable to agree on the values to be determined under Section 17(c), the values shall be set by an independent panel of three appraisers who are members of MAI (or a successor organization) with at least ten (10) years experience in the valuation of commercial real estate in the Greater Boston area similar in kind and size to the Project (or any proposed alteration or replacement thereof (each a "Qualified Appraiser"), one to be selected by Landlord, one to be selected by Tenant, and the third to be selected by mutual agreement of the two first selected. Such appraisals shall be made at the request of either Landlord or Tenant and shall be carried forward expeditiously once requested. Each party shall pay its own Qualified Appraiser's fees and costs and one-half (1/2) of the fees and costs of the third Qualified Appraiser.

(f) (1) In the event of a partial taking (or purchase) not resulting in the termination of this Lease pursuant to the provisions of Section 17(b), Tenant shall, at its own cost and expense, make all repairs to the buildings and improvements on the Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase); provided, however, that in the event that the compensation paid to Tenant pursuant to paragraph (2) below is not sufficient to restore the buildings and improvements on the Premises to a complete architectural unit, then Tenant and Landlord shall agree on plans to restore such buildings and improvements to the greatest extent possible with the compensation received by Tenant. In no event shall Tenant be obligated to expend an amount in excess of the proceeds of the net award available to Tenant for such purposes, as hereinafter provided.

(2) All compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase), shall be paid to Tenant for the purpose of paying towards the cost of such restoration, or, in the event that the parties hereto agree that only a portion of the aggregate award is needed to so restore, then only such portion as agreed upon shall be paid to Tenant for such purpose and the balance shall be distributed in the same manner as is provided in Section

17(c) and (d), except that all compensation for any temporary taking during the term of the Lease shall be distributed to Tenant without participation by Landlord.

SECTION 16. Easements: Tenant shall have the right to enter into reasonable agreements with third parties, including but not limited to utility companies, private parties and/or public authorities creating easements (which may be reciprocal in nature and/or perpetual in term) in favor of such parties as are required in order to provide utilities, access, parking, drainage, wetlands and other mitigation areas, open space or conservation areas or other easements, in connection with the development of the Premises or the provision of services or amenities to the occupants of the buildings on the Premises upon the prior written consent of the Landlord, such consent not to be unreasonably withheld; and if so consented to by Landlord, then Landlord covenants and agrees to execute any and all reasonable documents, agreements and instruments, and to take all other reasonable actions, in order to effectuate the same, all at Tenant's cost and expense.

SECTION 17. Leasehold Mortgages: Tenant is hereby given the right by Landlord in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage or otherwise pledge its interests in this Lease, or any part or parts thereof, under one or more leasehold mortgage(s) or other similar instruments (the "Leasehold Mortgage(s)"), upon the condition that all rights, if any, acquired under such Leasehold Mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein. If Tenant shall mortgage this leasehold or any part or parts thereof, and if the holder(s) of such Leasehold Mortgage(s) (the "Leasehold Mortgagee(s)") shall send to Landlord written notice of such Leasehold Mortgage(s) specifying the name and address of the Leasehold Mortgagee(s) and the pertinent recording data with respect to such Leasehold Mortgage(s), Landlord agrees that so long as any such Leasehold Mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without notice in writing to the Leasehold Mortgagee(s).

(b) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the Leasehold Mortgagee(s); provided, however, it shall be Tenant's sole duty to provide Landlord with the then current address(es) of all such Leasehold Mortgagee(s) immediately upon receipt of such notice of default. The Leasehold Mortgagee(s) shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee(s) as if the same had been done by Tenant, subject to the Act.

(c) Anything herein contained notwithstanding, while such Leasehold Mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Landlord, if any default shall occur which, pursuant to any provision of this Lease, entitles

Landlord to terminate this Lease, and if before the expiration of ten (10) days from the date of service of notice of termination upon such Leasehold Mortgagee(s), such Leasehold Mortgagee(s) shall have notified Landlord of its desire to nullify such notice, and shall have complied or shall commence the work of complying with all of the requirements of this Lease, except as provided in Section 19(f), if any are then in default, and shall prosecute the same to completion with best efforts, then in such event Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect; provided, however, unless such action by the Leasehold Mortgagee(s) is violative of the Act.

(d) If the Landlord shall elect to terminate this Lease by reason of any default of Tenant, the Leasehold Mortgagee(s) shall not only have the right to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than six (6) months, provided that such Leasehold Mortgagee(s) shall cure or cause to be cured any then existing defaults and comply with and perform all of the terms, conditions and provisions of this Lease on Tenant's part to be complied with and performed, other than past non-monetary defaults, and provided further, that the Leasehold Mortgagee(s) shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of such six (6) month period the Leasehold Mortgagee(s) shall be actively engaged in meaningful steps to acquire or sell Tenant's interest herein, the time of such Leasehold Mortgagee(s) to comply with the provisions of this Section 19 shall be extended for such period as shall be reasonably necessary to complete such steps with best efforts by the Leasehold Mortgagee(s), unless such action by the Leasehold Mortgagee(s) is violative of the Act..

(e) Nothing herein contained shall require the Leasehold Mortgagee(s) or its nominee(s) to cure any default of Tenant referred to in Section 24.

(f) Landlord agrees promptly after submission to execute, acknowledge and deliver any reasonable agreements modifying this Lease requested by any Leasehold Mortgagee(s), solely at the expense of the Leasehold Mortgagee(s), provided that such modification does not decrease Tenant's obligations or decrease Landlord's rights pursuant to this Lease, or cause an undue or impermissible burden on Landlord, as determined solely in Landlord's discretion.

(g) The proceeds from any insurance policies or arising from a condemnation are to be held by any Leasehold Mortgagee(s) and distributed pursuant to the provisions of this Lease, but the Leasehold Mortgagee(s) may reserve its rights to apply to the mortgage debt all, or any part, of Tenant's share of such proceeds pursuant to such Leasehold Mortgage(s).

(h) The Leasehold Mortgagee(s) shall be given notice by Tenant of any arbitration proceedings by the parties hereto and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such interventions. In the event that the Leasehold Mortgagee(s) shall not elect to intervene or become a party to such proceedings, the Leasehold Mortgagee(s) shall receive notice of, and a copy of any award or decision made in such arbitration proceedings.

DRAFT

(i) Landlord shall upon request, execute, acknowledge and deliver to each Leasehold Mortgagee(s), an agreement prepared at the sole cost and expense of Tenant in form reasonably satisfactory to such Leasehold Mortgagee(s) between Landlord, Tenant and the Leasehold Mortgagee(s), agreeing to all of the provisions of this Section 19.

(j) At all times during the term of this Lease and notwithstanding anything express or implied to the contrary, the Tenant shall comply with, and ensure the compliance with, the following terms and conditions relevant to any and all Leasehold Mortgage(s) or similar financing vehicle (collectively a "Financing"):

- Any Financing, or any renewal or extension term thereof or new mortgage or re-financing, shall be paid and satisfied in full by Tenant, and discharged of record by Tenant, upon the expiration of the fortieth (40^{th}) year of the term of the Lease;
- Tenant acknowledges and agrees that, in the event this Lease terminates prior to the expiration of the fortieth (40^{th}) year, for whatever reason, Tenant shall be obligated to pay and discharge any Financing and other liens made or suffered by Tenant at that time;
- Tenant agrees to notify Landlord promptly of any application for Financing of any type; and
- Tenant acknowledges and agrees that the total principal balance due to a Leasehold Mortgagee(s) shall never exceed 75% of the appraised value of the Premises, as fairly determined by the Leasehold Mortgagee(s).

SECTION 18. Quiet Enjoyment; Landlord's Warranties:

(a) Tenant, upon paying all sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation.

(b) Landlord warrants and represents to Tenant, upon which warranty and representation Tenant has relied in the execution of this Lease and in the payment of the initial installments of rent hereunder:

(1) that Landlord now holds fee simple title to the Premises;

(2) that Landlord has the power and authority to execute and deliver this Lease and to perform its obligations hereunder; and

(3) that at the time of the commencement of the term, sole and undisturbed physical possession of the entire Premises will be delivered to Tenant free from all encumbrances, liens, defects in title, leases, tenancies and easements, except for those set forth in **Exhibit A** hereto and elsewhere herein.

SECTION 19. Defaults:

(a) Upon Tenant's failure to perform any of the covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of sixty (60) days after receipt by Tenant of notice in writing from Landlord, and provided Tenant shall not cure such failure as provided in Section 23(b); then, Landlord may, at its option, give to Tenant a notice of election to end the term of this Lease upon a date specified in such notice, which date shall be not less than fifteen (15) business days (Saturdays, Sundays and legal holidays excluded) after the date of mailing of such notice from Landlord, and upon the date specified in such notice, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided. Simultaneously with the sending of any such notice to Tenant, Landlord shall send a copy thereof to any Leasehold Mortgagee(s) and to any persons or parties having an interest in the Premises that Tenant may designate in writing from time to time. The curing of any default(s) within the above time limits by any of the aforesaid parties or combination thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured same hereunder.

(b) In the event that Landlord gives notice of a default of such a nature that it cannot be cured within such sixty (60) day period then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default using best efforts and continues to take all steps necessary to complete the same within a period of time using due haste. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by any of the causes specified in Section 29.

(c) Upon any termination of the term of this Lease pursuant to Section 23(a), or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, re-enter the Premises, and recover possession thereof and dispossess any or all occupants of the Premises (except as provided in Section 20) in the manner prescribed by applicable law; but Tenant in such case shall remain liable to Landlord as hereinafter provided.

SECTION 20. Bankruptcy and Insolvency: If, after the commencement of the term of this Lease: (a) the Tenant then having the title to the leasehold estate created hereunder shall while having such title be adjudicated a bankrupt or adjudged to be insolvent; (b) a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; (c) the aforesaid Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (d) any execution or attachment shall be issued against the aforesaid Tenant or any of the aforesaid Tenant's property, whereby the Premises or any building or buildings or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted; or (e) Tenant shall dissolve itself pursuant to Mass. Gen. Laws c.180, and such adjudication, appointment,

DRAFT

assignment, petition, execution, attachment, or dissolution shall not be set aside, vacated, discharged or bonded within one hundred twenty (120) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Section 23 shall become effective and Landlord shall have the rights and remedies provided for therein.

SECTION 21. Waivers: Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment of any amounts due under this Lease shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

SECTION 22. Soil Tests, Other Assessments of Premises: Immediately following the execution and delivery of this Lease, Tenant and its designees may enter upon the Premises from time to time for the purpose of inspecting, making surveys and studies and conducting test borings and other surface and sub-surface soil tests in order to determine whether it is economically and environmentally feasible to use the Premises for the Tenant's contemplated project. Tenant may also conduct assessments regarding access to the Premises and the availability of utilities to the Premises. In the event that Tenant, pursuant to Section 3(b), shall elect to terminate this Lease, Tenant shall restore the surface of the Premises to substantially the condition existing just prior to such entry.

SECTION 23. Landlord's Right to Audit: Landlord shall have the right, at its expense, to have access to the books and records of the Tenant sufficient to perform a financial review ("Audit"), on an annual basis, of the Premises and Landlord's operation of the Project and Buildings. Without limitation, Tenant shall provide Landlord with all of Tenant's annual or required filings in conjunction with the Audit, including but not limited to Tenant's Annual Report, Form PC and Form 990, as applicable. The parties agree and acknowledge that one of the reasons for this

SECTION 24. Zoning: Tenant shall be entitled to pursue any and all applications, proceedings and appeals in connection with obtaining any necessary approvals or consents under the zoning, land use and/or building regulations, bylaw, codes, laws and directives of all of the federal, state, Town and other authorities having jurisdiction over the development and use of the Premises, including but not limited to the rezoning of the Premises.

SECTION 25. Failure to Finance, Secure Required Approvals: In the event that (i) Tenant fails to raise funds through its capital campaign that are sufficient, in Tenant's sole judgment, to adequately finance the construction, development, and operation of the Project; (ii) Tenant fails to secure other satisfactory sources of financing that Tenant deems necessary for the construction, development, and operation of the Project; (iii) Tenant fails to secure any governmental votes, orders, decisions, licenses, permits, or the like that are necessary to complete the Project; or (iv) Tenant determines, based on assessments of the Premises conducted after the Execution Date of this Lease, that certain conditions identified on the Premises, such as soil conditions, access, and the availability of utilities, render the Project not economically

DRAFT

feasible in Tenant's sole discretion, then Tenant shall have the right, in its sole judgment, to terminate this Lease at any time until two years following the Commencement Date by giving written notice of such termination to Landlord, and upon the giving of such notice the term of this Lease shall cease and come to an end as of the last day of the calendar month in which such notice is given as fully as if such day was originally fixed as the expiration date of the term of this Lease.

SECTION 26. Permitting and Construction Schedule: Tenant shall use best efforts to comply with the permitting and construction schedule set forth on **Exhibit D** hereto and such compliance shall be deemed to be a material term of this Lease, the breach of which shall give raise to Landlord's ability to terminate the Lease immediately upon proper notice; provided, however, that all reasonable delay shall not give rise to such breach and Tenant shall be entitled to proceed with construction after such reasonable delay as if no such delay had occurred.

SECTION 27. Force Majeure: In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, failure of power, riots, insurrection, war or terrorism, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 28. Notices: Any notice, consent or approval required or permitted to be given under this Lease shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another national overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two (2) business days after being deposited in the United States mail, certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Landlord: Governor Stoughton Trust
c/o Town of Milston
Attention: Town Administrator
525 Canton Street
Milton, MA 02186
Superintendent@bpsma.org
(508)-580-7000

with a copy to: Town Counsel
Murphy, Hesse, Toomey & Lehane, LLP
50 Braintree Hill Office Park, Suite 410
Braintree, MA 02184
(617) 479-5000

If to Tenant:

DRAFT

with a copy to:

or such other address as either party may from time to time specify in writing to the other.

SECTION 29. Certificates: Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee, or proposed mortgagee, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may reasonably be so requested.

SECTION 30. Dispute Resolution: Any action brought under or with respect to this Lease must be brought in a court having jurisdiction location in the County in which the Premises is located.

SECTION 31. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

SECTION 32. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 33. Short Form Lease: The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form, memorandum or notice of lease, setting forth a description of the Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may reasonably request or any applicable law may require.

SECTION 34. Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner for the time being of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

DRAFT

SECTION 35. Entire Agreement: No oral statements or prior written matter by or between Landlord and Tenant or their respective agents shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements of Landlord or any agent of Landlord other than those contained in this Lease. This Agreement shall not be modified or cancelled except by writing subscribed by all parties.

SECTION 36. Parties: Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the date first above written.

GOVERNOR STOUGHTON TRUST

By:_____
Name:_____
Title:_____
Hereunto duly authorized

[TENANT]
By:_____
Name:_____
Title:_____
Hereunto duly authorized

DRAFT

EXHIBIT A

DESCRIPTION OF PREMISES

EXHIBIT B

CONCEPTUAL PLANS

EXHIBIT C

PLANS

EXHIBIT D

PERMITTING AND CONSTRUCTION SCHEDULE

LAND DISPOSITION AGREEMENT

This Disposition Agreement (the **"Agreement")** is made this ___day of _____, 2023, by and between the Trustees of the Governor Stoughton Trust (the **"Trust")** with a principal place of business located at 525 Canton Avenue, Milton, Massachusetts 02186, and [Entity], a [Jurisdiction] [type of entity] with a principal office located at [address] **("ENTITY ").** For purposes of this Agreement, the Trust and **ENTITY** may be referred to individually as a **"Party"** or collectively as the **"Parties".** A plan showing the land located in Milton, Norfolk County, MA is attached as Exhibit A (the **"Site").**

WHEREAS, the Site comprises approximately +/- 4 acres of land with the improvements thereon located at 165 Governor Stoughton Lane Milton MA 02186, and is further described in a deed recorded with the Norfolk County Registry of Deeds in Book 35777, Page 371.

WHEREAS, the Trustees issued a Request for Proposals to provide reuse of the Site, to develop no more than 35 units, in a mix of market rent and affordable rental housing at a range of incomes. At least 50% of the units shall be affordable to households having an income of no more than 80% of AMI, with a preference for units targeted to households with a range of incomes between 30% and 80% AMI. Increasing the percentage of affordable units and/or the range of affordability is encouraged.

WHEREAS, **ENTITY** has submitted a bid and said bid has been accepted by the Trust;

WHEREAS, the Trust makes no representations, warranties, or guarantees as to the capacity of the Site to be developed, and makes no representations or guarantees that **ENTITY shall** receive all required permits and approvals for each phase, or feature;

WHEREAS, the Trust and **ENTITY** wish to enter into this Agreement to memorialize their mutual understandings and agreements;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

A. General:

1.

Interested parties will be permitted to inspect the existing buildings and perform engineering surveys at their own expense. Interested parties will be responsible for determining the adequacy of the structure to support their proposed reuse.

2. The Trust makes no representations, warranties, or guarantees as to the capacity of the Site to be developed so as to accommodate the development, and makes no representations or guarantees that the ENTITY shall receive all required permits and approvals. The Trust makes no representations of any kind with respect to the Land's development potential or of any buildings' adequacy for reuse. The property is for disposition in "AS IS CONDITION", as the Trust has no intentions of making nay improvements to the property prior to its disposition.

3. Nothing in this Agreement shall be construed as a waiver or release from compliance with any and all applicable local, state, and federal laws, rules, regulations, and bylaws as they apply to the Project.

4. The Parties recognize and agree that the development proposals and any approvals granted herein may be subject to pre-existing covenants and easement agreements recorded with the Norfolk County Registry of Deeds.

5. ENTITY shall provide for Town of Milton approval, such approval not to be unreasonably withheld, of any and all reciprocal easement agreements and/or other agreements for shared responsibility for and use of the roadways, stormwater and wastewater systems, and other utilities among different buildings and owners of portions of the Site.

B. <u>Hazardous material cleanup</u>

1. ENTITY acknowledges that the Governor Stoughton Trust has a definite interest in insuring that the Site is properly investigated and remediated to a degree and in a manner that allows the Site to be redeveloped safely for use. Accordingly, the Trust shall retain an LSP (the "Trust LSP") to represent its interests throughout all phases of the investigation and remediation process, including, but not limited to, the development of a scope of work and selection of a remedy, and so on. **ENTITY agrees** to timely reimburse the Trust for all expenses incurred in connection with the Trust LSP within 60 days of the date on which the Trust presents **ENTITY** with an invoice for such expenses. Failure by **ENTITY** to reimburse the Trust in full for all such expenses shall be grounds for the Zoning Board of Appeals not to grant any permits unless or until such reimbursement is made.

3. All investigations, assessment, and remediation shall comply with Massachusetts Department of Environmental Protection ("DEP") laws, regulations and requirements, including G.L. c. 21E, otherwise known as the Oil and Hazardous Material Release Prevention Act, and the Massachusetts Contingency Plan, 310 CMR 40.0000.

C. Traffic Impact Mitigation and Pedestrian Circulation:

1. Traffic impacts shall be evaluated by a traffic study paid for and prepared by **ENTITY** and reviewed through the comprehensive permit process with the Zoning Board of Appeals. Said study must include, but not be limited to, consideration of minimizing traffic impacts on Governor Stoughton Lane and Canton Avenue, and other streets within the neighborhood that could potentially be impacted by the Development. Consideration shall also be given to pedestrian access within the Site and to and from the Site by providing for sidewalks along the property.

2. **ENTITY** shall comply with all requirements of the Planning Board or any other Town Board on all issues related to traffic and parking.

D. Notice:

1. All notices required to be given hereunder shall be in wiring and delivered to, or mailed first class to, the Parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

E. Miscellaneous:

1. **ENTITY shall** not assign or transfer any of its rights, duties, or obligations under this Agreement without the prior written approval of the Trust, which approval shall not be unreasonably withheld. Upon transfer of ownership of the Site to **ENTITY,** this Agreement shall be recorded with the Norfolk County Registry of Deeds simultaneously with the recording of the deed and other transfer instruments. The Parties agree that this Agreement shall be binding upon the Parties and their successors in interest and assigns, and shall become a covenant that runs with the land. **ENTITY agrees** that upon acquisition of title to the Site the provisions of this Agreement shall be incorporated and accepted as a deed restriction on the property.

2. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to choice of law principles.

3. This Agreement embodies the entire agreement between the Parties related to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof (other than the Purchase Agreement), including, but not limited to, any letter of intent, term sheet, or similar document preliminary to this Agreement. This Agreement may not be amended, altered, or modified except by an instrument in writing and signed by the Parties.

4. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder.

5. This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

6. The Parties do not intend for any third party to be benefitted hereby.

7. Any action at law or suit in equity instituted by a Party as a result of the performance, non-performance, or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Norfolk County, Massachusetts, and in no other court or jurisdiction.

DRAFT

8. By entering into this Agreement, **ENTITY** certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. **ENTITY** certifies under the penalties of perjury, pursuant to M.G.L. c. 62C, Section 49A(b), that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support. **ENTITY** and its officers, employees, agents, subcontractors, and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law (M.G.L. c. 268A) or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

9. **ENTITY** hereby waives any and all rights and claims challenging the lawfulness of any provision of this Agreement. Except as provided herein, if any provision, or portion thereof, of this Agreement nonetheless shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

DRAFT

IN WITNESS WHEREOF, the Parties hereto set their hands and seals as of the day and year first above written.

GOVERNOR STOUGHTON TRUST
ACTING BY AND THROUGH ITS BOARD OF TRUSTEES:

Agreed to by:

Governor Stoughton Trust	ENTITY
_____	_____
	Signature
_____	_____
	Printed Name
_____	_____
	Printed Title
_____	
_____	

Attachment E

TOWN OF MILTON
HOUSING PRODUCTION PLAN

Prepared by
Housing Production Plan Working Group Members
Richard Boehler
Thomas Callahan
William Clark
Melinda Collins
Kathleen M. Conlon
Julie Creamer
Frank Davis
Lauren Masiar
Philip D. Murphy
Cheryl Tougias
Allyson Quinn

Karen Sunnarborg, Housing and Planning Consultant
With technical support from William Clark, Director of Planning and Community Development

January 2020

Acknowledgements
The Town of Milton and Consultant would like to acknowledge the following individuals for their helpful contributions to this document:

Bill Brauner, Community Economic Development Assistance Corporation (CEDAC)
Robert Bushway and Nancy Shibley, Assessor's Office
Barbara Cataldo, Town Clerk's Office
Noreen Dolan, Milton Residents Fund
Deborah Felton, Fuller Village
Mary Gormley and Glenn Pavlicek, Milton Public Schools
Margaux LeClair, Massachusetts Department of Community and Housing Development
Sarah McLaren, Milton Residences for the Elderly (MRE)
Joseph Prondak, Building Commissioner
Mary Ann Sullivan, Council on Aging
Brian Tatro, Milton Housing Authority

It is also important to acknowledge all those who generously gave their time to participate in the project's Community Housing Forums.

TOWN OF MILTON
HOUSING PRODUCTION PLAN

Table of Contents

		Page
I.	**Executive Summary**	**1**
	A. Introduction	1
	B. Summary of Housing Needs Assessment	2
	C. Summary of Priority Housing Needs	6
	D. Summary of Housing Production Goals	7
	E. Summary of Housing Strategies	7
II.	**Introduction**	**11**
	A. Housing Goals	11
	B. Definition of Affordable Housing	13
III.	**Housing Needs Assessment**	**15**
	A. Demographic and Economic Profile	15
	B. Housing Profile	31
	C. Subsidized Housing Inventory	47
	D. Priority Housing Needs	54
IV.	**Challenges to Producing Affordable Housing**	**61**
V.	**Housing Production Goals**	**70**
VI.	**Housing Strategies**	**74**
	A. Zoning Strategies	75
	B. Capacity-Building Strategies	85
	C. Housing Production Strategies	90
	D. Housing Preservation Strategies	103
	Attachment 1: Local and Regional Organizations	108

TOWN OF MILTON
HOUSING PRODUCTION PLAN

I. EXECUTIVE SUMMARY

A. Introduction

Milton is among the most desirable places in the state to live, work, and raise children. Milton is in fact a town of neighborhoods, including many small sub-neighborhoods in addition to the more readily identifiable areas of Columbine, Hillside Street, or Milton Hill. Most of these neighborhoods include housing that was built in the 1920s and 1930s where single-family homes predominate with pockets of two-family dwellings on tree-lined streets with sidewalks. Some areas, such as Hillside Street and Milton Hill, have historic homes with Victorians and New England Colonials. The Town feels established and is family-oriented.

These appealing community characteristics have resulted in high property values which have remained high despite the financial crisis of more than a decade ago. As a result, many residents, particularly those with lower incomes, are hard-pressed to find housing that is affordable or remain in their homes. Children who grew up in town are now facing the likelihood that they may not be able to return to raise their own families locally. Long-term residents, especially the elderly, are becoming less able to maintain their homes but unable to secure alternative housing that responds to their current lifestyles and resources. Families are unable to find affordable starter housing unless it is subsidized and municipal employees as well as other local workers continue to find it challenging to live in the community given such high housing costs. More housing options are required to meet the needs of these diverse populations.

Based on the Massachusetts Department of Housing and Community Development's most recent data on affordable housing in Milton, the Town has 479 units that are included on the Subsidized Housing Inventory (SHI) per Chapter 40B comprehensive permit requirements, representing 4.97% of the year-round housing stock, up from 426 units and 4.42% in 2013. However, at least 964 of the existing units need to be "affordable" to meet the 10% standard under Chapter 40B,[1] representing a current gap of 485 affordable housing units.[2] Because the 10% state affordability threshold is recomputed every decade as new decennial census figures are released, it is a moving target and it is likely to fall closer to about 4.8% when the 2020 census results are issued based on projected building activity.

Reaching the 10% affordability goal will be a significant challenge in Milton. First, because the Town is an older established suburb of Boston, it is largely built-up with limited land available for new development. Second, local zoning provides obstacles to affordable housing development, and current

[1] Chapter 774 of the Acts of 1969 established the Massachusetts Comprehensive Permit Law (Massachusetts General Laws Chapter 40B) to facilitate the development of affordable housing for low- and moderate-income households (defined as any housing subsidized by the federal or state government under any program to assist in the construction of low- or moderate-income housing for those earning less than 80% of median income) by permitting the override of local zoning and other local restrictions in communities where less than 10% of the year-round housing is low- and moderate-income housing.

[2] It should be noted that under Chapter 40B requirements, all units are counted in the SHI for rental projects while only the required 25% affordable units in ownership developments are eligible for inclusion in the SHI.

regulations would have to be reformed or in some cases overridden through "friendly" comprehensive permits. Third, the Town needs to build its capacity to create new units by aggressively reaching out for necessary technical and financial resources as well as political support to get the job done. Because Milton does not have Community Preservation Act (CPA) funding, it lacks an important financial resource to invest in local improvements, including affordable housing, and leverage other public and private financing to make development feasible.[3] Despite these obstacles, the community must continue to strategically plan for more affordable and accessible residential development in appropriate locations to meet the range of local needs in response to current and projected demographic and economic conditions and more limited development opportunities.

This Housing Plan provides an opportunity to obtain information on current demographic, economic and housing characteristics and trends in order to identify priority housing needs and articulate strategies to address these needs. Through a range of strategies including zoning changes, partnerships with developers and service providers, and subsidies; the Town can continue to play a meaningful role in promoting housing options that match people to appropriately located, priced and sized units – producing housing that reflects the range of Milton's local preferences and priorities.

B. Summary of the Housing Needs Assessment

The Housing Needs Assessment, which is the first major component of the Housing Production Plan, presents an overview of the existing and projected housing dynamic that provides the context within which a responsive set of affordable housing and smart growth initiatives can be developed.

Demographic Trends

In general, the Town's population has been growing slowly and is projected to continue to increase, particularly among older residents, driven by the Baby Boom generation. Moreover, Milton continues to be a community of families and has experienced small increases in children which are reflected in higher school enrollments and capacity issues.

Population Growth

- *Limited population growth* with a population of 27,003 in 2010, comparable to 27,190 in 1970 and up to 27,527 according to 2017 census estimates.
- *Population projections indicate continuing growth* through 2030 to at least 27,792 according to the Metropolitan Area Planning Council (MAPC) "Status Quo" scenario of continuing rates of births, deaths, migration and housing occupancy.
- Milton has been experiencing small increases in children, large increases in middle-age residents with accompanying declines in younger adults and only marginal changes in the population of seniors.
- The aging of the population, particularly those age 45 to 64 and part of the Baby Boom generation, is reflected in increases in the median age from 39.3 years in 2000 to 43.1 years in 2010.

Those 65 years of age or older are estimated to increase from 15.4% of all residents in 2010 to a range of 25% to 26% by 2030, representing a gain of between about 3,000 and 4,000 residents. This is very high in comparison to total projected population growth of about 3% to 6%. The Town will have to be alert to additional opportunities for downsizing.

[3] On the other hand, the Town will likely be able to access some of the $5 million in sales proceeds from the Town Farm that can help finance affordable housing on the property and leverage important resources.

- Population projections predict decreases in those 34 years of age and younger. While projections suggest modest increases in the 35 to 44 age range, significant declines are predicted for the middle-aged population ages 45 to 64.

Race

- The number and percentage of *minority residents have increased substantially* from 6.2% in 1990 to about 26% by 2017 and is now proportionately higher than county and state levels of 20.6% and 21.1%, respectively. This is likely a signal that more and more people consider Milton a welcoming community.

Households

- Milton has *more families,* involving about three-quarters of all households compared to 66% and 64% for the county and state, respectively.
- Milton has fewer residents who live alone at 23% of all households in 2010 and down somewhat to about 19% in 2017. This is lower than county and state levels of 27% of 28%, respectively.
- Of the estimated 1,715 single-person households in 2017, 1,238 or 72% were 65 years of age or older.
- MAPC projections suggest possible growth in the number of households, from 9,274 in 2010 to at least 10,565 through 2030, which would necessarily be dependent on more housing production.

Economic Trends

On the whole, Milton residents are becoming more affluent although there are growing income disparities related to tenure, age and type of householder. It is not surprising that families with middle-aged heads of households have significantly higher incomes than single individuals, particularly older residents on fixed incomes. While these higher income households can afford Milton's high housing prices, others are struggling to remain in the community. It will be important for the Town to promote more social and economic diversity to avoid becoming a place where only the rich or those living in subsidized housing can afford to live.

Income

- Median household income increased by approximately $25,000 each decade from $24,777 in 1979 to $126,000 according to 2017 census estimates. Moreover, while only 383 households earned more than $75,000 in 1979, 3,073 earned more than double that at $150,000 by 2011, increasing to 3,847 by 2017.
- The *median household income of $126,0*00 was considerably higher than the median of $95,668 for Norfolk County and $74,167 for the state.
- The 60% increase in median income between 1999 and 2017 was considerably higher than the rate of inflation during that period of 47%.
- *Poverty has also increased since 1999*, representing 1,129 residents or 4% of all individuals and 208 or 3% of all families; increasing from 2.7% and 1.6%, respectively in

While income levels for most Milton residents have increased substantially, there remains a significant population with very limited financial means. For example, about 15% of all households had incomes of less than $35,000 while 43% were earning more than $150,000. This level of affluence is substantially higher than county and state levels with 28% and 20% having incomes of $150,000 or more, respectively.

1999. While poverty levels are lower than the county and state at 6.5% and 11.1% of all individuals, respectively, this increase is worrisome given the general affluence of the community. Of particular concern is the growing poverty among those 65 years and over, increasing from 4.3% to 9.2% between 1999 and 2017.

Income Disparities

- There were significant disparities between the median incomes of owners and renters, at $144,363 and $51,161, respectively. Other disparities involved age with median household incomes of those 25 to 44 years of age of $152,917 and $159,464 for those ages 45 to 64. On the other hand, the median income of households with seniors age 65 and over was $53,109, less than half the median income for the community of $126,000.
- Employment data indicates that the average weekly wage of those with jobs in the community was $1,063 which translates into an annual income of about $55,500 which is less than half of Milton's median household income. *This indicates that it is likely that many of those who work in Milton cannot afford to live in the community, particularly given a median single-family home price of $700,000 and rents well above $2,000.*

Housing Trends

Limited housing production and high demand, reflected in zero percent vacancy rates, have been driving up the costs of housing leading to wider affordability gaps for both homeownership and rentals as well as increasing cost burdens.

Housing Growth

- Higher recent past and future housing growth than total population growth with a projected number of units reaching more than 11,000 by 2030 compared to 9,700 in 2010 given conservative MAPC projections. Without substantial changes in zoning and greater incentives and resources for new housing development, it is difficult to imagine this level of growth. For example, between 2010 and August 2019, only 164 net new units were added to the housing stock.
- Almost half of Milton's housing stock predates World War II with a median age of 71 years. It is likely that many of these units have deferred maintenance needs including some with lead-based paint that is hazardous to young children.

Housing Occupancy

- Milton has *limited housing diversity* as about three-quarters of units are in single-family detached homes. Nevertheless, there has been a considerable increase in units in larger multi-family structures of ten units or more, from 304 units in 1990 to 870 in 2017.
- Milton has a *high level of owner-occupancy* at about 82% compared to 69% and 62% for the county and state, respectively.
- The conversion of two-family homes into condominiums has also been eroding some of Milton's more affordable private housing stock.
- Milton's *housing units are getting somewhat larger*, from a median of 6.9 rooms in 2011 to 7.1 by 2017. This is likely reflective of some teardown activity with larger more expensive homes replacing more modest and affordable ones. Demo/replacement activity is still limited to less than 10% of new residential construction permits.
- *Housing vacancy rates are about zero* for both ownership and rentals indicating extremely tight market conditions and driving up housing prices.

Housing Costs and Affordability Gaps

- *High and rising housing prices are creating wider affordability gaps*. For example, to afford the median sales price of a single-family home of $700,000 as of May 2019, a household would have to earn approximately $158,250,[4] much higher than the required income of $96,250 in 2013 based on a median of $460,000. This assumes that the purchaser has cash on hand of about $150,000 to afford the upfront costs of the down payment and closing costs based on typical mortgage lending practices of 80% financing.
- There was an affordability gap of $142,600, the difference between what the median income earning household can afford ($557,400) and the median single-family house price ($700,000).
- A gap of $387,000 emerges when the affordability analysis focuses on those low- and moderate-income households earning at the 80% of area median income (AMI) limit, or $80,300 for a family of three based on HUD 2019 income limits.[5] These households are unable to afford a house costing more than $313,000 assuming they can qualify for subsidized mortgages like the ONE Mortgage Program or a MassHousing mortgage without private mortgage insurance and 95% financing.
- The gap increases to almost $700,000 for a single-person household earning at the 80% AMI limit of $62,450 who could likely afford a home for no more than about $243,500.
- In regard to rentals, the median gross median rent of $1,520, according to the 2017 census estimates, requires an income of about $68,800,[6] which is within HUD's current income limit for three-person households earning at 80% AMI ($80,300) but substantially more than the median income for renter households of $51,161. About 28% of Milton households would still be unable to afford to rent at this level, assuming they were spending no more than 30% of their income on housing costs.
- Local listings indicate that market rents are actually considerably higher, ranging from $2,151 for a basic two-bedroom apartment to $7,500 for a high-end rental of a single-family house. Internet sources indicate a median rent of $2,875 which would require an income of approximately $123,000, not much less than Milton's $126,000 median household income.
- Focusing on low- and moderate-income earning households with a median income of $80,300 for a household of three, the rental affordability gap would be $675 based on the difference between what they could afford of approximately $2,200 and the Internet listed median of $2,875. The gap increases to $1,115 for a single-person household earning at the 80% AMI limit of $62,450 who could afford a rent of about $1,760.[7]
- It should also be noted that rentals involve considerable up-front cash requirements including potentially first and last month's rent and a security deposit. On the $2,875 apartment, this would amount to $8,625, a considerable amount for those with limited incomes and savings. Moreover, landlords are increasingly obtaining credit records and references for tenants, which also can pose barriers to securing housing.

[4] Figures based on 80% financing, interest of 4.5%, 30-year term, annual property tax rate of $13.18 per thousand, and insurance costs of $6 per thousand for single-family homes. Given 80% financing, private mortgage insurance (PMI) was not included in calculations. Figures also assume that a household will pay no more than 30% of its income on housing costs.

[5] The average household size was 2.86 persons based on 2017 census estimates.

[6] Assumes monthly utility charges of $200.00.

[7] Rental calculations include a household not spending more than 30% of their income on housing costs, including monthly utility bills averaging $200.00.

Of the households earning at or below 80% AMI, 1,928 or 71% were spending more than 30% of their income on housing and of these 1,185 or 44% were spending more than half of their income on housing, compared to 68% and 45% with cost burdens and severe cost burdens in 2009, respectively.

Cost Burdens

- *Cost burdens, defined as spending more than 30% of income on housing costs, are also high and largely increasing for lower income households.*
- Altogether 2,743 households or 30% of all Milton households were living in housing that is by common definition beyond their means and unaffordable. This includes 14% with severe cost burdens as they were spending more than half of their income on housing costs.
- There were 2,720 total households earning at or below 80% AMI, who might be eligible for housing assistance based on income alone, higher than 2,365 such households in 2009.
- Of the 6,354 households earning more than 80% AMI, 815 or 13% were spending too much on their housing, down from 6,720 and 20% in 2009.

The convergence of these trends – an aging population, fewer young adults, limited new housing production, very high and rising housing prices, extremely low vacancy rates, widening affordability gaps, increasing cost burdens, and large up-front cash requirements for homeownership and rentals – all point to greater housing challenges for the Milton community.

C. Summary of Priority Housing Needs

Based on the indicators of need that are documented throughout the Housing Needs Assessment, it is clear that even if the Town reached the 10% state affordability threshold there would still be many residents with unmet housing needs. These needs are not restricted to a particular target population and Milton's most vulnerable residents, but also include more middle-income residents who struggle to remain in the community. While focusing on those earning at or below 80% AMI, the Housing Needs Assessment suggests that some attention should also be given to those earning above this level who are still priced out of the community's high-priced housing market. Of particular need, however, are those spending more than half of their income on housing costs including seniors and those with disabilities on fixed incomes as well as young families who need starter housing.

This Housing Needs Assessment suggests that the Town focus on the production of affordable housing with a split favoring rental over homeownership units. Currently almost all state and federal subsidy funding is for rental unit development, and there are extensive wait times for subsidized rentals as well as high cost burdens for existing renters. Moreover, all units in a Chapter 40B rental development can be included in the Subsidized Housing Inventory (SHI) as opposed to only the affordable ones in an ownership project. Another issue is that it is difficult to qualify homeowners for affordable housing assistance, particularly long-term owners, as there are limits on financial assets.

Priority Housing Needs Require a Greater Diversity of the Housing Stock

A combination of information on demographic shifts, cost burdens, affordability gaps, and the community's affordable housing mix suggest the following priority housing needs:

Housing Production

- Goal of 250 affordable units over the next five years reflecting about 10% to the total estimated unmet housing need and annual housing production goals.
- Rental development goal of 85% of all new units created.
- About half of *rental* units produced directed to seniors or single individuals (many with special needs) through one-bedroom units, 40% for small families with two bedrooms, and 10% of units for larger families with at least three bedrooms (required by state for units that are not age-restricted or for single person occupancy.)
- About 25% of *ownership units* targeted to seniors or single individuals through one-bedroom units, 25% for small families with two bedrooms, and 50% for larger families with three plus bedrooms.
- 20% of one-bedroom units with handicapped accessibility and/or supportive services and at 10% for other units created.

Housing Preservation and Stabilization

While new housing production is the top priority, housing preservation and stabilization strategies are also key to this Housing Production Plan to support health and safety improvements and help keep residents in their homes through emergency assistance. While these investments most likely cannot be counted as part of the SHI or towards annual production goals because they do not meet state requirements, they still serve pressing local housing needs.

D. Summary of Housing Production Goals

The state administers the Housing Production Program that enables cities and towns to adopt an affordable housing plan that demonstrates the production of 0.50% over one year or 1.0% over two-years of its year-round housing stock eligible for inclusion in the Subsidized Housing Inventory.[8] Milton would have to produce at least 48 affordable units annually, a formidable challenge, and housing growth will continue to drive-up the 10% goal. The annual housing production goal will increase when the 2020 census is released, but likely to no more than 50 units. If the state certifies that the locality has complied with its annual production goals, the Town may be able, through its Zoning Board of Appeals, to deny or conditionally approve comprehensive permit applications for one (with 48 units produced) or two years (with 96 units produced). See Section V for details.

The state's subsidizing agencies have also entered into an Interagency Agreement that provides more guidance to localities concerning housing opportunities for families with children and are now requiring that at least 10% of the units in affordable production developments that are funded, assisted or approved by a state housing agency have three or more bedrooms with some exceptions (e.g., age-restricted housing, assisted living, supportive housing for individuals, SRO's. etc.).

E. Summary of Housing Strategies

The strategies listed in Table I-1 are based on previous plans, reports, studies, the Housing Needs Assessment, housing goals, and the experience of Milton to date and other comparable localities in the region and throughout the Commonwealth. The strategies are grouped according to the type of action proposed – Zoning, Building Local Capacity, Housing Production, and Housing Preservation – and categorized by Two-Year and Five-Year Action Plans. Two-Year actions are those that can begin within

[8] The state has issued changes to Chapter 40B that included modifications to the Planned Production requirements. For example, the annual production goals are instead based on one-half of one percent of total housing units and plans are now referred to as Housing Production Plans (HPP).

the next two years, most of which will involve some immediate actions. Those strategies included in the Five-Year Action Plan involve focused attention after the next couple of years, working towards implementation after Year 2 but before Year 5.

In addition to the specific housing goals that are included in this Housing Plan (see Section II.A), housing strategies are also based on several guiding principles in selecting project sites, determining types of development, and identifying priorities. Whenever possible, the Town of Milton will pursue development projects based on the following development objectives:

Support Smart Growth Principles

- Look to areas of town that can accommodate higher housing densities and mixed-uses such as business areas, transit stations and other areas with concentrations of nonresidential uses.
- Avoid targeting development projects in areas that are ecologically sensitive and will degrade nearby conservation land; however, look to opportunities to combine open space preservation and housing development through cluster development.
- Pursue affordable housing opportunities that will minimize neighborhood impacts such as accessory apartments, small infill projects, adaptive reuse or buy-down/conversion initiatives.
- Preserve existing historic resources and integrate them with affordable housing.

Promote Affordability

- Leverage public and private resources to the greatest extent possible.
- Target development projects to Town-owned properties where feasible to take advantage of parcels that will have discounted or nominal acquisition costs to make affordable housing more financially feasible.
- Look for opportunities to obtain privately-owned land or other resources for free or at below market values as tax-deductible gifts.

Distribute and Diversify New Production

- Spread the impacts of new housing development geographically throughout town to avoid substantial impacts in any one residential neighborhood.
- Develop a number of project alternatives in recognition of a range of housing needs in town including rental and homeownership options as well as housing for seniors, families, and those with special needs. Allow more types of housing in more areas of town.
- Encourage mixed-income development to minimize stigmas associated with concentrations of low-income units and address a wider range of housing needs.

The Town has actually effectively achieved a number of these objectives through relatively recent initiatives including:

- *Milton Hill House*
  The Town received a $1 million grant from the state's MassWorks Program to connect two business districts – Milton Village and the Central Avenue Business District – and pursue transit-oriented development as both districts are adjacent to MBTA train stations. The Milton Hill House at 50 Eliot Street was subsequently built that included 27 total units three of which are affordable. Waits for these affordable units can be as long as nine years, demonstrating the need and demand for such units.

- *The Residence at Brook Hill/36 Central Avenue*
  The Town also approved a project at 36 Central Avenue in the business district through its Planned Unit Development (PUD) bylaw that included 18 residential units, two (2) of which are affordable, as well as three (3) commercial units. The market rate units were priced between $399,000 and $589,000 and the affordable units sold for $157,000.

- *Zoning*
  New zoning was also adopted to guide the development of several projects. For example, 36 housing units were built as part of the Woodmere at Brush Hill development, including four affordable units. This project was permitted through the Planned Unit Townhouse Development bylaw. Additionally, the Wolcott Woods development will include 54 units of "over 55" age-restricted housing and six affordable units of non-age restricted units off-site. This project was permitted through the Great Estate Planned Unit Development bylaw.

- *Work, Inc. Special Needs Housing*
  Work, Inc. built special needs housing for five (5) disabled young adults in a state-of-the-art special facility that the Town committed a significant amount of HOME Program funding.

- *475 Adams Street*
  While not including affordable units, the single-family house at 475 Adams Street in East Milton was demolished to make way for a mixed-use property that will include two units of rental housing, thus diversifying the housing stock.

- *Other Initiatives*
  In addition to the above projects, the Town has implemented a number of other strategies that were included in the 2006 Housing Plan including obtaining approval for a Municipal Affordable Housing Trust Fund and joining the South Shore HOME Consortium to secure another important resource for creating affordable housing.

Based on prior planning efforts, housing goals and objectives, the Housing Needs Assessment, interviews with local housing stakeholders, a Community Housing Forum, past affordable housing efforts and those of comparable communities; the following strategies are recommended as part of this Housing Production Plan. It is important to note that these strategies are presented as a package for the Town to consider, prioritize, and process, each through the appropriate regulatory channels.

Table I-1: Summary of Housing Strategies

Strategies	Timeframe for Implementation		Lead Entities
	Priority 1: Years 1-2	Priority 2: Years 3-5	
A. Zoning Strategies *			
1. Adopt additional zoning for mixed-use development	X		Planning Board
2. Explore inclusionary zoning	X		Planning Board
3. Streamline permit approval process/Affordable Housing Guidelines		X	Planning Board
4. Amend accessory apartment Bylaw	X		Planning Board
5. Amend the condo conversion bylaw	X		Planning Board
B. Capacity-Building Strategies *			
1. Conduct outreach and education	X		Housing Trust
2. Capitalize the Housing Trust Fund	X		Select Board
C. Housing Production Strategies			
1. Make publicly-owned property available for affordable housing	X		Select Board
2. Continue to pursue mixed-use and transit-oriented development	X		Planning Board
3. Continue to promote adaptive reuse	X		Planning Board
4. Support scattered-site infill housing		X	Planning Board
D. Housing Preservation Strategies *			
1. Introduce a Small Repair Grant Program	X		Housing Trust
2. Help residents access housing assistance	X		Housing Trust
3. Maintain affordability of SHI		X	Select Board

* Indicates actions that are unlikely to directly produce new affordable units by themselves but are key to creating the regulations and capacity that will contribute to actual unit creation.

II. INTRODUCTION

This Housing Production Plan provides an opportunity to analyze updated demographic, economic and housing information to obtain a better understanding of the current housing market dynamic and local needs. It also enables the Town to revisit what has been accomplished since its previous housing planning efforts that included a Community Development Plan prepared by the Metropolitan Area Planning Council (MAPC) in tandem with the Milton Planning Board in 2004 with funding from Executive Order 418, an Affordable Housing Plan completed in 2006, as well as a Housing Production Plan in 2014. The Town also completed a Master Plan in 2015 which included diversifying the housing stock as a top priority. This current planning effort enables the Town to further define its housing agenda based on current conditions, resources and evolving community needs.

A. Housing Objectives and Goals

The 2006 Affordable Housing Plan and 2014 Housing Production Plan established and maintained the following housing objectives that represented the building blocks on which specific housing strategies were recommended. These still resonate today.

- *Meet local housing needs along the full range of incomes, promoting social and economic diversity and the stability of individuals and families living in Milton*. Diversity in a community has been found to contribute to local health and vitality. Certainly, the preservation and production of affordable housing is a proven method for promoting diversity, allowing those individuals and families with more limited means to afford to live in town. Solutions need to be found to enable children who grew up in town to return to raise their own families here, to offer Town employees the opportunity to live in the community in which they work, to provide housing alternatives to elderly residents who have invested much of their lives in the community but now require alternatives to their large single-family homes, and to offer starter housing for families.

- *Leverage other public and private resources to the greatest extent possible*. Because Milton is a small town that does not receive federal funding for affordable housing on an entitlement basis[9] and because it does not have large pockets of poverty that make it a target for state or federal funding, the Town needs to be creative in how it can leverage both public and private resources to make affordable housing development possible. State agencies recognize the importance of suburban localities doing their fair share in housing lower income households and want to be supportive of affordable housing initiatives. Nevertheless, the Town needs to be strategic in how it invests its limited resources towards the production of new housing opportunities.

- *Ensure that new housing creation is harmonious with the existing community*. New affordable housing development should be an amenity that blends well within the architectural context of Milton. The town is comprised of many neighborhoods, many of which provide an established and family-oriented feel due to the Victorian and Colonial-style homes and tree-lined streets. Therefore, developments should incorporate a number of characteristics – cover a wide range of income needs, include low to medium densities, eliminate huge impacts in any one neighborhood, direct greater density in appropriate "smart" locations, be well designed to make

[9] Cities with populations of more than 50,000 receive federal funds, such as the Community Development Block Grant and HOME Program funding, directly from the federal government on a formula basis and are referred to as entitlement communities.

maximum use of any natural attributes of development sites, and comply with the architectural character of the community.

- *Strive to meet the 10% state standard for affordable housing***.** There is currently a 485-unit gap between the state's affordable housing standard (10% of the year-round housing stock that has been subsidized by the federal or state government to benefit those earning at or below 80% of area median income) and the current 479 affordable units that are part of Milton's Subsidized Housing Inventory (SHI).

- *Provide a wide range of housing alternatives to meet diverse housing needs.* This Housing Production Plan, through its Housing Needs Assessment, identifies a wide range of housing needs based on limited opportunities for first-time homeownership, special needs housing, rental units for families, and more options for households interested in downsizing and remaining in the community. To accommodate this range of needs, the Town should stimulate the production of a variety of housing types, focusing on those who are priced out of the private housing market.

- *Promote smart growth development.* Smart growth development is a response to the problems associated with unplanned, unlimited suburban development – or sprawl. Smart growth principles call for more efficient land use, compact development patterns, less dependence on the automobile, a range of diverse housing opportunities and choices, equitable allocation of the costs and benefits of development, and an improved jobs/housing balance. Examples of smart growth development and planning that incorporate affordable housing include:

    - Providing mixed-use development near the town and village centers;
    - Locating housing in close proximity to public transportation;
    - Allowing higher density housing or mixed-use development near transit stops, along commercial corridors or in town and village centers;
    - Redeveloping environmentally impacted or brownfield sites;
    - Restoring vacant and abandoned residential buildings to productive use;
    - Converting vacant or underutilized former manufacturing, commercial or municipal buildings to housing;
    - Encouraging the development of housing and preservation of open space so that the goals of each will be mutually satisfied using techniques such as cluster zoning, transfer of development rights, or other innovative zoning or regulatory devices;
    - Promoting the redevelopment of vacant infill parcels; and
    - Participating in regional responses to addressing affordable housing needs.

    Milton is in an excellent position to promote development in keeping with smart growth principles particularly in regard to transit-oriented development in proximity to its four MBTA stations as well as mixed-use redevelopment opportunities in Milton Village, Central Avenue, and East Milton Square.

- *Preserve the existing affordable housing stock including its diversity of prices, building types, and lot sizes.* Besides the 479 units that are included in Milton's state-approved Subsidized Housing Inventory (SHI), and despite high housing prices, there are still rental and homeownership units included in the town's private housing market that would be considered affordable as the occupants have incomes of not more than 80% of area median income and they are not paying

more than 30% of their incomes on housing expenses. Such housing is becoming rarer given increasingly rising housing values and some households are facing difficulties in remaining in their homes. Many of these households are elderly on fixed incomes who have problems affording property taxes, insurance, medical bills, utility expenses, etc. and are likely to have deferred home maintenance problems as well. The Town of Milton should consider how it could support these households in remaining independent in their homes and making necessary home improvements. The Town also needs to ensure that the units that are counted in the Subsidized Housing Inventory remain affordable for as long a period of time as possible.

Participants of the September 14, 2019 Community Housing Forum echoed the importance of these objectives, providing the following responses to the question regarding their hope for the future of housing in Milton (an aspirational goal to strive for):

- Develop housing that is harmonious with neighborhood and community character.
- Develop affordable housing through the "Friendly 40B" process as part of the state's Local Initiative Program (LIP).
- Ensure sufficient housing diversity to accommodate local needs.
- Create sufficient housing opportunities for seniors and young families.
- Build more "Milton-like" or Unquity House type of development.
- Make smaller homes available.

Subsequent to the completion of the 2014 Housing Production Plan, the Town embarked on a Master Planning process, completing the Master Plan in 2015. The goal of improving housing and neighborhoods emerged as a top community priority with the following goal statement:

To preserve and enhance existing housing and become more proactive in providing affordable housing and meeting a variety of changing housing needs; to preserve and enhance existing neighborhood character.

Master Plan recommendations were revisited as part of preparing this Housing Production Plan, integrating key strategies and actions into the Town's housing agenda for the next five years.

B. Definition of Affordable Housing

There are a number of definitions of affordable housing as federal and state programs offer various criteria. For example, HUD generally identifies units as affordable if gross rent (including costs of utilities borne by the tenant) is no more than 30% of a household's net adjusted income (with a small deduction for each dependent, for child care, for extraordinary medical expenses, etc.) or if the carrying costs of purchasing a home (mortgage, homeowners association fees, property taxes and insurance) is not more than typically 30% of net adjusted income. If households are paying more than these amounts, they are described as experiencing housing affordability problems; and if they are paying 50% or more for housing, they have severe housing affordability problems and cost burdens.

Affordable housing is also defined according to percentages of median income for the area, and most housing subsidy programs are targeted to particular income ranges depending upon programmatic goals. Extremely low-income housing is directed to those earning at or below 30% of area median income (AMI) as defined by the U.S. Department of Housing and Urban Development ($32,000 for a family of three for the Boston area) and very low-income is defined as households earning more than

30% AMI but at or below 50% AMI ($53,350 for a family of three). Low-income generally refers to the range between 51% and 80% AMI ($80,300 for a family of three).[10]

Chapter 774 of the Acts of 1969, which established the Massachusetts Comprehensive Permit Law (Massachusetts General Laws Chapter 40B), counts a housing unit as affordable if it is subsidized by state or federal programs that support low- and moderate-income households with incomes at or below 80% AMI and meet other requirements. Consequently, most state-supported housing assistance programs are targeted to households earning at or below 80% AMI, however, some funding sources can provide support to somewhat higher income households while many rental financing resources reach lower income thresholds.

While Milton has not passed the Community Preservation Act (CPA), this funding source, derived from a property tax surcharge and state matching funds, supports municipal efforts to promote open space preservation, recreational activities, historic preservation and community housing in half of the communities across the state. CPA funding is available to assist households earning up to 100% AMI, however, only units targeting the 80% AMI limit and meet other state requirements are eligible for inclusion on the SHI.

Table II-1 includes the HUD income limits for 2019 as well as the CPA 100% AMI limits. It also includes what some might term as workforce housing limits of up to 120% AMI targeted to those who do not meet other funding criteria but may still be priced out of the housing market.

Table II-1: 2019 Income Limits for the Boston-Cambridge-Quincy, MA-NH Metro Area

# Persons in Household	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI
1	$24,900	$41,500	$62,450	$79,310	$95,172
2	$28,450	$47,400	$71,400	$90,640	$108,768
3	$32,000	$53,350	$80,300	$101,970	$122,364
4	$35,550	$59,250	$89,200	$113,300	$135,960
5	$38,400	$64,000	$96,350	$122,364	$146,837
6	$41,250	$68,750	$103,500	$131,428	$157,714
7	$44,100	$73,500	$110,650	$140,492	$168,590
8+	$46,950	$78,250	$117,750	$149,556	$179,467

Sources: U.S. Department of Housing and Urban Development (HUD), the Community Preservation Coalition for 100% AMI figures and 120% AMI limits based on 1.2 times the 100% AMI ones.

It is worth noting that extrapolating those earning less than the 80% AMI limit for a household of three from 2017 census estimates, about 2,900 or almost one-third of households might be income-eligible for affordable housing using the 80% AMI criterion.[11] This is up from 2,835 households or 30% based on the 2011 census estimates.

[10] The family of three (3) is illustrated here and is used in affordability calculations as the average household size was 2.75 persons per the 2010 census and 2.86 persons in the 2017 census estimates.

[11] This is based on income estimates alone and do not take financial assets into consideration.

III. HOUSING NEEDS ASSESSMENT[12]

This Housing Needs Assessment presents an overview of the past and current housing dynamic in the town of Milton, providing the context within which a responsive set of strategies can be developed to address housing needs.

A. Demographic and Economic Profile

It is important to closely examine demographic and economic characteristics, particularly past and future trends, in order to understand the composition of the population and how it relates to current and future housing needs. Key questions to be addressed include the following:

- What have been the growth trends in Milton?
- What are the ramifications of increases and decreases of various age groups in regard to housing needs?
- What are the variations in household size and types of households that suggest unmet or greater housing needs?
- What changes in income levels have occurred and how does this relate to housing affordability?
- What proportion of the population is disabled or has other special needs that suggest the need for supportive services or home modifications?

In general, the Town's population has been growing slowly and is projected to continue to increase, particularly among older residents, driven by the Baby Boom generation. Moreover, Milton continues to be a community of families and has experienced small increases in children which are reflected in higher school enrollments and capacity issues.

1. Population Growth – Little net growth since 1970

Milton's population growth occurred largely during the early decades of the 20th Century and has been relatively modest since then as shown in Table III-1 and visually presented in Figure III-1. Most of the growth occurred after World War I and II. In fact, the Town actually spurred some of this growth when it sold house lots of approximately 10,000 square feet to returning veterans for $500 in a couple of locations.

The population actually decreased during the economic recession of the late 1980s and early 1990s. The town then gained 337 new residents between 1990 and 2000, representing only a 1.3% population change, and then increased by an additional 941 residents between 2000 and 2010, reflecting higher growth of 3.6% and reaching a total population of 27,003. This total population count is actually somewhat less than the population of 27,190 in 1970. The 2017 census estimates indicate continued growth to 27,527 residents.

The Town census figure was 26,698 as of July 17, 2019. The disparity between the federal and local figures is largely because federal census counts students as living at their colleges and universities while the Town counts only those students living on Milton's college campuses or boarding at Milton Academy if they choose to register to vote in Milton.

[12] This Housing Needs Assessment uses the most recent data sources available. It should be noted, however, because the 2010 census includes actual counts from all households, not samples, they are more reliable. Census data from the American Community Survey (ACS) is used for other types of data, but because ACS data involves estimates from a sample of residents/households, they have some margin of error.

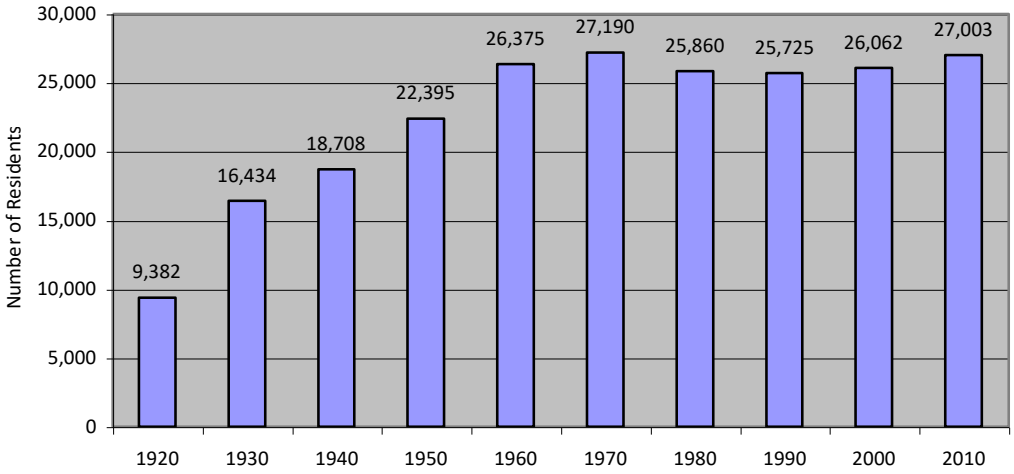
Table III-1: Population Growth: 1920 to July 2019

Year	Total Population	Change in # Residents	Percent Change in Population
1920	9,382	--	--
1930	16,434	7,052	75.6
1940	18,708	2,274	13.8
1950	22,395	3,687	19.7
1960	26,375	3,980	17.8
1970	27,190	815	3.1
1980	25,860	(1,330)	(4.9)
1990	25,725	(135)	(0.5)
2000	26,062	337	1.3
2010	27,003	941	3.6
2017	27,527	524	1.9
As of 7-17-19	26,698	-829	-3.0

Sources: U.S. Census Bureau, decennial figures and American Community Survey Five-Year Estimates for 2013-2017; and Milton Town Clerk, July 10, 2019

Figure III-1

Population Growth, 1920 to 2010



2. Age Distribution – Notable growth in middle-age residents

Census data on the changes in the age distribution from 1990 to 2017 is provided in Table III-2 and visually presented in Figure III-2 for 2000 through 2017. In general, there were small increases in children, large increases in middle-age residents with accompanying declines in younger adults and only marginal changes in the population of seniors. The median age climbed during these decades, from 39.3 years in 2000 to 41.4 years by 2010, higher than the county median of 40.7 years and largely reflective of the substantial increase in the 45 to 64-age group. The 2017 census estimates indicate a significant decrease to 38.7 years, this time lower than the county median of 41.0 years.

Specific changes in the Town's age distribution are summarized below.

- *Increases in children*
  The number of those 18 years or younger increased significantly, from 5,749 in 1990, to 6,683 by 2010, and up higher to 7,007 children according to 2017 census estimates. Nevertheless, children have continued to represent about one-quarter of the Town's population since 2000, higher than 22.7% for the county and 21.7% for the state in 2010, and 21.5% and 20.4%, respectively, in 2017. Figure III-2 clearly shows the relatively large portion of children in the under 18 range, including the estimated recent increase. Some of the increase is likely attributable to Milton Academy adding a boarding component that includes 320 beds.

- *Fluctuations in very young adults*
  Younger adults in the 20 to 24 age range decreased significantly between 1990 and 2000, down to 1,301 residents and then increased to 2,114 by 2017. A good many of these residents likely included residential students at local colleges.

- *Net decreases in Millennials*
  Demographic trends also suggest that escalating housing costs were likely pricing younger individuals and families out of the housing market. Those entering the labor market and forming new families were dwindling in numbers, reducing the pool of entry-level workers and service employees. Housing costs may also be prompting grown children who were raised in town to relocate outside of Milton, although these young Millennials may have a preference for living in more urban settings. For example, those between the ages of 25 and 34 decreased by 43% between 1990 and 2010, from 3,450 to 1,955 residents. The 2017 census estimates suggest a small increase to 2,114 residents in this age range.

- *Net decreases in the younger middle-aged residents*
  Residents in the age 35 to 44 range fluctuated somewhat over the decades but generally decreased from 4,155 residents in 1990 to 3,422 in 2010 and then up somewhat to 3,797 according to 2017 census estimates. This represented an 8.6% net decrease since 1990.

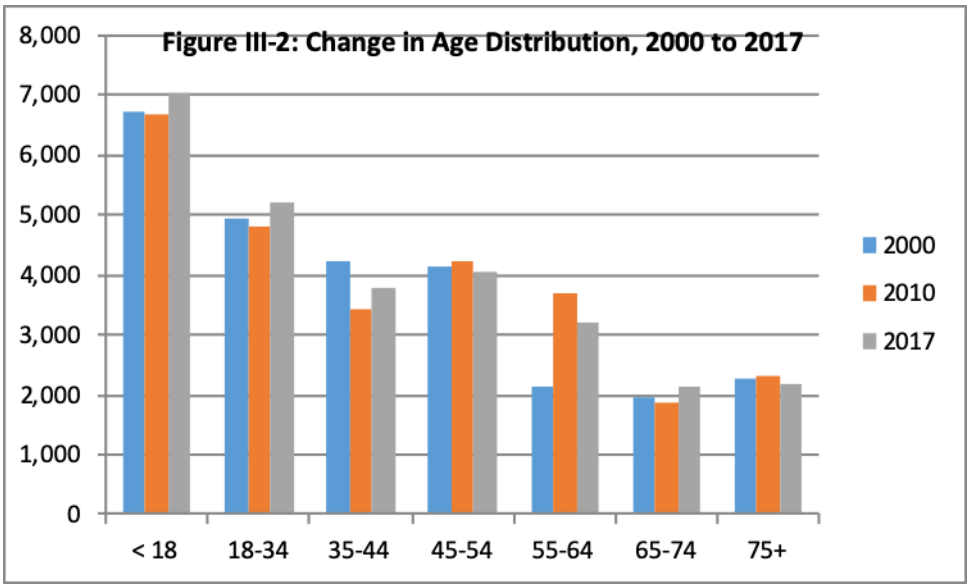
Table III-2: Age Distribution, 1990-2017

	1990		2000		2010		2017	
Age Range	**#**	**%**	**#**	**%**	**#**	**%**	**#**	**%**
Under 5 Years	1,745	6.8	1,640	6.3	1,544	5.7	1,757	6.4
5 – 9 Years	1,670	6.5	1,832	7.0	1,968	7.3	2,033	7.4
10 – 14 Years	1,487	5.8	2,064	7.9	1,941	7.2	1,855	6.7
15 – 19 Years	1,718	6.7	1,959	7.5	2,313	8.6	2,376	8.6
20 – 24 Years	1,910	7.4	1,301	5.0	1,779	6.6	2,054	7.5
25 – 34 Years	3,450	13.4	2,533	9.7	1,955	7.2	2,114	7.7
35 – 44 Years	4,155	16.2	4,212	16.2	3,422	12.7	3,797	13.8
45 – 54 Years	2,573	10.0	4,155	15.9	4,238	15.7	4,031	14.6
55 – 64 Years	2,524	9.8	2,132	8.2	3,686	13.7	3,190	11.6
65 – 74 Years	2,351	9.1	1,947	7.5	1,861	6.9	2,140	7.8
75 – 84 Years	1,652	6.4	1,599	6.1	1,497	5.5	1,398	5.1
85 Years and Over	490	1.9	688	2.6	799	3.0	782	2.8
Total	25,725	100.0	26,062	100.0	27,003	100.0	27,527	100.0
Population Under 18	5,749	22.3	6,721	25.8	6,683	24.7	7,007	25.5
Population 65+	4,493	17.5	4,234	16.2	4,157	15.4	4,320	15.7

Source: U.S Census Bureau, 1990, 2000 and 2010 and American Community Survey 5-Year Estimates 2013-2017.

- *Substantial increases in the older middle-age population*
  There were substantial increases in those age 45 to 64 between 1990 and 2010, many who were aging during this period as part of the Baby Boom generation. There were 5,097 residents in this age category in 1990, rising to 7,924 by 2010, representing a 55.5% increase in growth despite only 5% total population growth. The 2017 census estimates suggest a 9% fall-off of in this age range since 2010 to 7,221 residents. This data points to a need for more housing that is smaller and easier to maintain by empty nesters and younger seniors in the years ahead.

- *Small net decreases in older adults*
  There was a 7.5% decrease in residents 65 years of age or older between 1990 and 2010, from 4,493 to 4,157 residents. Census estimates indicate an increase to 4,320 residents by 2017, still short of the 1990 level. This data suggests that some of those who were retiring opted to move out of the community in search of other housing options, perhaps looking for more affordable living conditions as their incomes became fixed, or even perhaps moving outside of the area.



3. Population Projections – Continued growth including major gains in those 65 years and older

Given limited population growth in prior decades, 5% between 1990 and 2010, it is difficult to imagine the high levels of projected population growth, particularly without substantial changes in zoning and greater incentives and resources for new housing development.

Population projections suggest continued growth through 2030. This Housing Plan presents three sets of projections, two from the Metropolitan Area Planning Council (MAPC), Milton's regional planning agency, and the other from the State Data Center at the University of Massachusetts Donahue Institute.

The MAPC projections forecast continued population growth with the "Status Quo" figures estimating a population of 27,792 by 2030, representing 2.9% growth since 2010 and predicated on continued patterns of births, deaths, migration and occupancy. Its "Stronger Region" estimates indicate higher population growth to 28,705 residents by 2030, representing 6.3% growth since 2010 and based on a number of smarter growth

assumptions described below. Both projections suggest significant growth in those 65 years and older driven largely by the Baby Boom generation.

The State Data Center estimates higher levels of growth, at 10.6%, to a population of 31,277 residents by 2030. It also predicts an even greater increase in older residents age 65 and older to comprise 26.1% of Milton's population by 2030 from 15.4% in 2010.

MAPC "Status Quo" Projections

Population projections from MAPC estimate that the population will reach 27,183 residents by 2020 under its "Status Quo" scenario which is based on the continuation of rates of births, deaths, migration and housing occupancy. This figure is less than the 2017 census estimate of 27,527 residents. MAPC projections further indicate continued growth to 27,792 residents by 2030, 3% more than the 2010 census figure and only 265 residents above the 2017 census figure. Table III-3 offers these projections by age category for 2020 and 2030, comparing these figures to 2010 census figures.

These projections also indicate some significant age distributional changes. For example, those under age 20 are predicted to decrease from 28.8% to 24.5% of the total population between 2010 and 2030, representing a 12.4% population loss of about 963 residents. The projections further suggest a loss of 332 residents or 18.7% in the 20 to 24 age range and a net increase of 379 residents in the 25 to 34 age category by 2030, or by 19.4%, not insignificant. Those in the 35 to 44 range are projected to increase by 5.6%, or by 191 residents, while those in the 45 to 54 age range are projected to decrease still more, by 24%, representing a loss of 1,017 residents. The population of older middle-aged residents in the 55 to 64 range is expected to decrease as well with a net loss of 474 residents or 13% following a shorter-term increase in 2020.

These projected population changes suggest the need for housing alternatives to accommodate the increasing population of seniors, such as more handicapped accessibility, housing with supportive services, and units without substantial maintenance demands. Additionally, to maintain a diverse population, more affordable starter housing opportunities to attract young adults, including young families, should be promoted both as rentals and first-time homeownership.

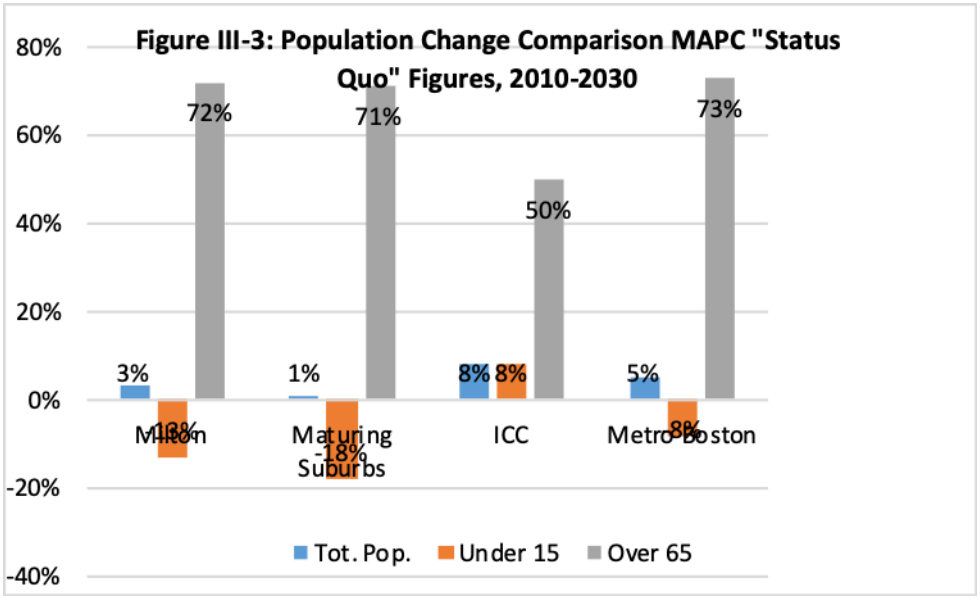
Table III-3: Age Distribution, 2010 Census and MAPC "Status Quo" Projections

Age Range	2010 Census		2020 Projections		2030 Projections	
	#	%	#	%	#	%
Under 5 Years	1,544	5.7	1,327	4.9	1,376	5.0
5 – 19 Years	6,222	23.0	5,818	21.4	5,427	19.5
20 – 24 Years	1,779	6.6	1,562	5.7	1,447	5.2
25 – 34 Years	1,955	7.2	2,407	8.9	2,334	8.4
35 – 44 Years	3,422	12.7	3,031	11.2	3,613	13.0
45 – 54 Years	4,238	15.7	3,540	13.0	3,221	11.6
55 – 64 Years	3,686	13.7	3,839	14.1	3,212	11.6
65 – 74 Years	1,861	6.9	3,425	12.6	3,620	13.0
75 – 84 Years	1,497	5.5	1,476	5.4	2,749	9.9
85+ Years	799	3.0	757	2.8	794	2.9
Total	27,003	100.0	27,183	100.0	27,792	100.0
Under 20	7,766	28.8	7,145	26.3	6,803	24.5
Age 65+	4,157	15.4	5,658	20.8	7,163	25.8

Source: Metropolitan Area Planning Council (MAPC), January 2014

Those over age 65 are estimated to increase from 15.4% of all residents in 2010 to 25.8% by 2030, representing a gain of 3,006 residents in this age category and growth of 72%.

These projected demographic shifts are further presented in Figure III-3, comparing projections for Milton to other maturing suburbs, the Inner Core subregion,[13] and Metro Boston from 2010 to 2030. Estimates suggest that Milton will experience relatively comparable growth patterns with respect to very modest total population increases and losses in those under 15 and substantial gains in those over age 65. These losses of children run counter to school enrollment projections.



MAPC "Stronger Region" Projections
MAPC's "Stronger Region" scenario projects higher population growth to 27,640 residents by 2020 and 28,705 residents by 2030. These figures represent growth of 6.3% between 2010 and 2030 and the addition of 1,702 residents, more than double the 2.9% rate under the "Status Quo" projections.

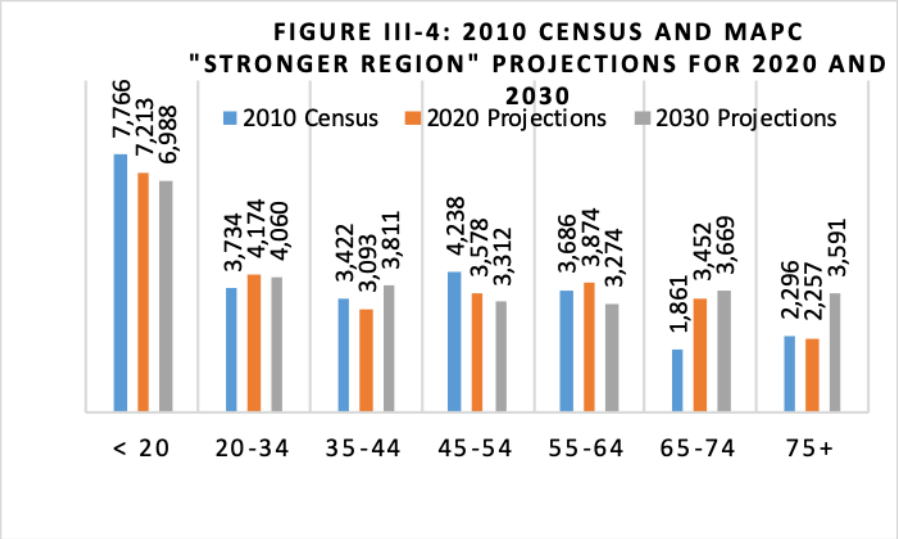
These "Stronger Region" projections are based on the following assumptions:

- The region will attract and retain more people, especially young adults, than it does today;
- Younger households (born after 1980) will be more inclined toward urban living than their older counterparts and less likely to choose to live in single-family homes; and
- An increasing share of older adults will choose to downsize from single-family homes to apartments or condominiums.

These "Stronger Region" projections are presented in Figure III-4 and are significantly higher than the 2017 census estimate of 27,527 residents and the "Status Quo" projection of 27,792.

[13] In addition to Milton, MAPC's Inner Core Communities (ICC) subregion includes the communities of Arlington, Belmont, Boston, Brookline, Cambridge, Chelsea, Everett, Lynn, Malden Medford, Melrose, Needham, Newton, Quincy, Revere, Saugus, Somerville, Waltham, Watertown, and Winthrop.

The "Stronger Region" figures estimate that those under age 20 will decrease from 7,766 residents, or 29% of the population in 2010, to 6,988 or 24.3% of all residents by 2030. On the other end of the age range, t**hose 65 years of age or older are estimated to grow from 4,157 residents or 15.4% of all residents in 2010 to 7,260 and 25.3% of all residents by 2030, representing growth of 3,103 seniors or 75%.** Other more modest demographic shifts include some increases in 20 to 44-year olds and declines in the middle aged 45 to 54 and 55 to 64 age ranges.



State Data Center Projections

The State Data Center at the University of Massachusetts Donahue Institute predicts considerably higher population growth in 2020 and 2030 of 29,445 and 31,277 residents, respectively, both well above the 2017 census estimate. Like the MAPC estimates, the State Data Center indicates that those under age 15 will comprise almost 17% of all residents, down from 20% in 2010. The State Data Center figures show a significant decline in those age 15 to 19, going from 2,313 residents in 2010 to 1,776 by 2030, representing a loss of 537 residents or 23% despite a projected population increase of 15.8%. Again, this runs counter to school enrollment projections

Table III-4: Age Distribution, 2010 Census and State Data Center Projections 2020 and 2030

Age Range	2010 Census		2020 Projections		2030 Projections	
	#	%	#	%	#	%
Under 5 Years	1,544	5.7	1,336	4.5	1,506	4.8
5 – 19 Years	6,222	23.0	6,367	21.6	5,523	17.7
20 – 24 Years	1,779	6.6	1,484	5.0	1,594	5.1
25 – 34 Years	1,955	7.2	2,344	8.0	2,549	8.1
35 – 44 Years	3,422	12.7	3,379	11.5	4,240	13.6
45 – 54 Years	4,238	15.7	4,017	13.6	3,708	11.9
55 – 64 Years	3,686	13.7	4,383	14.9	3,981	12.7
65 – 74 Years	1,861	6.9	3,497	11.9	4,055	13.0
75 – 84 Years	1,497	5.5	1,656	5.6	3,023	9.7
85+ Years	799	3.0	982	3.3	1,099	3.5
Total	27,003	100.0	29,445	100.0	31,277	100.0
Under 20	7,766	28.8	7,703	26.2	7,029	22.5
Age 65+	4,157	15.4	6,135	20.8	8,177	26.1

Source: University of Massachusetts, Donahue Institute, State Data Center.

On the other end of the age range, the State Data Center projects a very high increase of those 65 year of age or older to 8,177 residents, from 15.4% of the population to 26.1%. The age cohorts in between demonstrate some similar fluctuations to MAPC estimates with increases in 25 to 44-year olds and general declines in older middle-age residents age 45 to 64.

Table III-5 compares the two MAPC projections and the State Data Center figures. The State Data Center predicts not only greater total population growth but also forecasts a greater proportionate decrease in those under 20, particularly in the age 15 to 19 age range. It also projects greater numbers of seniors. **Once again, given relatively slow overall growth during the last several decades, even the most conservative projections from MAPC's "Status Quo" figures appear high unless new zoning incentives and housing resources are created.**

Table III-5: Comparison of Population Projections, 2030

Age Range	MAPC "Status Quo"		MAPC "Stronger Region"		State Data Center	
	#	%	#	%	#	%
< Age 15	4,719	17.0	4,860	16.9	5,253	16.8
< Age 20	6,803	24.5	6,988	24.3	7,029	22.5
Age 65+	7,163	25.8	7,260	25.3	8,177	26.1
Total Pop	27,792	100.0	28,750	100.0	31,277	100.0

Sources: MAPC and the State Data Center at the UMass Donahue Institute

It should be noted that previous MAPC projections from its MetroFuture Report suggested a total population of 26,991 by 2030, lower than the 2017 census estimate of 27,527 residents and thus likely underestimating growth.

4. Race – Substantial increase in minority residents

As indicated in Table III-6, the population has remained predominantly White, but is becoming more diverse. The 2010 census indicates that the number and percentage of minority residents had climbed significantly from 6.2% of the population in 1990 to 22.6%, involving a total of 6,102 residents. Approximately 64% of the 2010 minority population identified themselves as Black or African-American, 22% as Asians, and 14% as Hispanic or Latino.

Table III-6: Key Demographic Characteristics, 1990-2017

Demographic Characteristics	1990		2000		2010		2017	
	#	%	#	%	#	%	#	%
Total Population	25,725	100	26,062	100	27,003	100.0	27,527	100.0
Minority Population*	1,605	6.2	3,810	14.6	6,102	22.6	7,115	25.8
Total # Households	8,749	100.0	8,982	100	9,274	100.0	8,970	100.0
Family Households**	6,675	76.3	6,757	75.2	6,835	73.7	6,931	77.3
Female Heads of Households with Children < 18**	1,038	11.9	443	4.9	483	5.2	479	5.3
Non-family Households **	2,074	23.7	2,225	24.8	2,439	26.3	2,039	22.7
Average Household Size	2.85 persons		2.79 persons		2.75 persons		2.86 persons	

Sources: U.S. Census Bureau 1990, 2000 and 2010 decennial counts and American Community Survey Five-Year Estimates, 2013-2017. *All Non-White classifications ** Percent of all households

The 25.8% level of minority residents is significantly higher than 20.6% for the county and 21.1% for the state.

The 2017 census estimates suggest continued growth of minority residents to 25.8% of the population. This data identified 4,136 or 58% of minority residents as Black or African-American and another 1,811 or 25.5% as Asian. A total of 1,094 residents, or 4% of the population, identified themselves as having Hispanic or Latino heritage.

5. Households – Increasing number of families

As Table III-6 and Figure III-5 indicate that while Milton's population remained relatively flat between 1990 and 2010, growing by 5.0%, the number of households increased by 6.0%, from 8,749 to 9,274. This is reflective of some small decrease in the size of families with the average household size decreasing from 2.85 persons to 2.75 during this period. It is also due to the increasing numbers of nonfamily households, which grew by 17.6% compared to the 2.4% growth in family households between 1990 and 2010.

The 2017 census estimates indicate a decrease in the number of households, to 8,970 and close to the 1990 level, representing a decline of 3.3% in the context of 1.9% population growth. This decrease is surprising and the data may be questionable. The 2017 estimates also indicate increases in the average household size from 2.75 persons in 2010 to 2.86 in 2017 with the size of families increasing from 3.27 persons to 3.30.

Still about three-quarters of Milton's households involved families, considerably higher than the 65.5% for the county and 63.0% for the state in 2010. The 2017 census estimates indicate some growth in the number and percentage of families despite a decrease in the number of households. This is further reflected in the average household size which increased from 2.75 persons in 2010 to 2.86. The average family size increased even more. It should be noted that in many comparable communities, particularly affluent communities, the number of families and average household size has typically decreased, due largely to increasing number of older residents living alone, empty nesters, and families having fewer children.

Figure III-5: Types of Households, 2000 to 2017

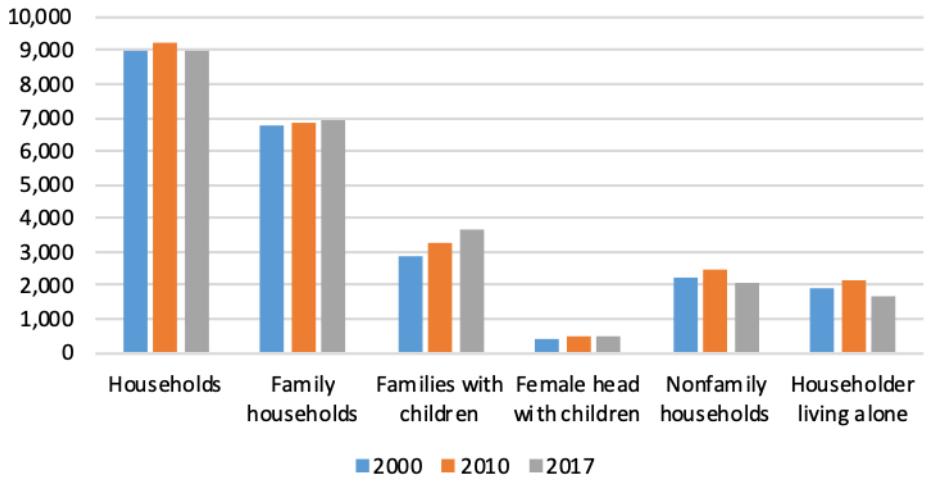


Table III-7 examines the types of households by household size for 2000, 2010 and 2017 with the following findings demonstrating the continuing growth of smaller households:

- Single-person households comprised 21.2% of all households and 85.6% of the nonfamily households in 2000, increasing to 23% of all households and 87.4% of nonfamily households by 2010. The 2017 figures surprisingly indicate a decline in these households to 19.1% of all households and 84.1% of all nonfamily households. This level of single-person households is both lower than the county level of 27.0% and the state at 28.5%.
- Of the estimated 1,715 single-person households in 2017, 1,238 or 72% were 65 years of age or older.
- Almost half of Milton households involved only two or three members, ranging from 47.6% of all households in 2000, down to 46.5% in 2010, and then up a bit to 47.9% according to 2017 census estimates.
- Four-person households declined from 18.5% of all households in 2000, to 18.0% in 2010, and then grew significantly to 20.1% in 2017.
- The proportion of large families of five or more persons remained about the same at 12.7% in 2000, to 12.6% in 2010, and then up modestly to 12.9% in 2017.
- A total of 519 or 14.7% of the households with children under age 18 were headed by one parent (92.3% of these involved single mothers) based on 2017 census estimates.

Table III-7: Types of Households by Size, 2000, 2010 and 2017

Households by Type and Size	2000		2010		2017	
	#	%	#	%	#	%
Nonfamily households	**2,225**	**24.8**	**2,439**	**26.3**	**2,039**	**22.7**
1-person household	1,905	21.2	2,131	23.0	1,715	19.1
2-person household	262	2.9	259	2.8	300	3.3
3-person household	31	0.3	31	0.3	0	0.0
4-person household	19	0.2	11	0.1	0	0.0
5-person household	5	0.1	4	0.04	24	0.3
6-person household	2	0.02	2	0.02	0	0.0
7 or more person-household	1	0.01	1	0.01	0	0.0
Family households	**6,757**	**75.2**	**6,835**	**73.7**	**6,931**	**77.3**
2-person household	2,336	26.0	2,390	25.8	2,354	26.2
3-person household	1,645	18.3	1,629	17.6	1,639	18.3
4-person household	1,643	18.3	1,657	17.9	1,806	20.1
5-person household	780	8.7	755	8.1	878	9.8
6-person household	229	2.5	282	3.0	195	2.2
7 or more person-household	124	1.4	122	1.3	59	0.7
Total	**8,982**	**100.0**	**9,274**	**100.0**	**8,970**	**100.0**

Source: U.S. Census Bureau, 2000 and 2010 Summary File 1 and 2013-2017 American Community Survey Five-Year Estimates

MAPC projections suggest notable growth in the number of households, from 9,274 in 2010 to 10,565 or 10,922 through 2030 based on their "Status Quo" or "Stronger Region" figures, respectively. This represents a 13.9% or 17.8% level of growth, respectively, compared to the projected 2.9% or 6.3% projected population growth. This indicates that the projections forecast greater numbers of smaller households in the future that is likely largely driven by the aging of the Baby Boom generation and more childless households, including those living alone. As noted earlier, projections may likely overestimate future growth patterns without substantial changes in zoning and new housing development.

6. Income Distribution – Very high incomes but growing income disparities

On the whole, Milton residents are becoming more affluent although there are growing income disparities related to tenure, age and type of householder. It is not surprising that families with middle-aged heads of households have significantly higher incomes than single individuals, particularly older residents on fixed incomes. While these higher income households can afford Milton's high housing prices, others are struggling to remain in the community. It will be important for the Town to promote more social and economic diversity to avoid becoming a place where only the rich or those living in subsidized housing can afford to live.

A comparison of income figures for the past several decades is presented in Table III-8 and Figure III-6, suggesting that Milton has in general become significantly more affluent over the past several decades. For example, there were only 383 households that earned more than $75,000 in 1979, however, 3,073 earned more than double that amount, $150,000, by 2011, increasing to 3,847 by 2017.

Milton's 60% increase in median household income between 1999 and 2017 was considerably higher than the rate of inflation during this period of 47%.

The dramatic upsurge in relative affluence is also demonstrated by increases in median income levels, increasing by approximately $25,000 each decade from $24,777 in 1979. Milton's 2017 median household income of $126,000 was significantly higher than Norfolk County's median of $95,668 and the state of $74,167.

Table III-8: Income Distribution by Household, 1979-2017

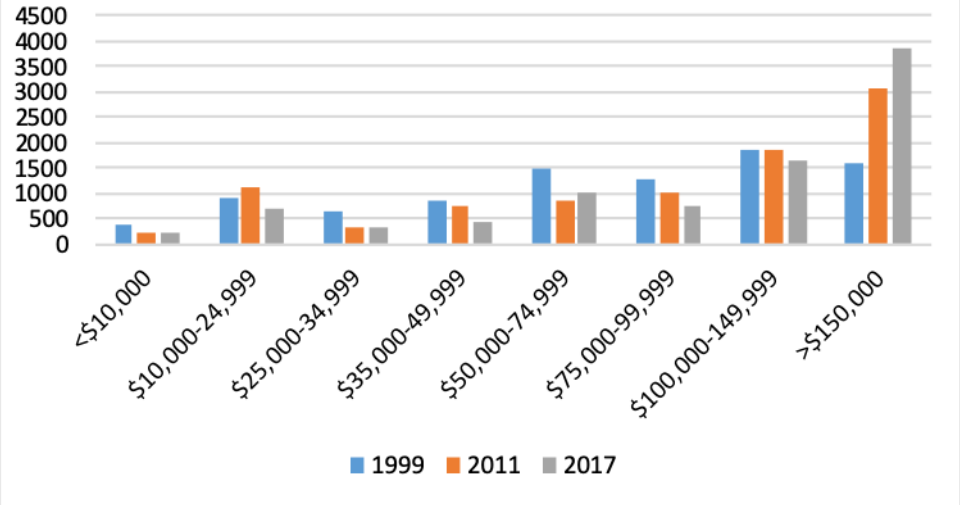
	1979		1989		1999		2011		2017	
Income Range	**#**	**%**	**#**	**%**	**#**	**%**	**#**	**%**	**#**	**%**
Under $10,000	1,363	16.3	569	6.6	383	4.3	245	2.6	206	2.3
$10,000-24,999	2,870	34.3	1,166	13.5	924	10.3	1,118	12.1	718	8.0
$25,000-34,999	1,762	21.0	775	9.0	628	7.0	351	3.8	357	4.0
$35,000-49,999	1,371	16.4	1,491	17.3	833	9.3	756	8.2	430	4.8
$50,000-74,999	625	7.5	2,026	23.4	1,479	16.4	858	9.2	1,033	11.5
$75,000-99,999	383	4.6	1,183	13.7	1,285	14.2	1,023	11.0	753	8.4
$100,000-149,999			916	10.6	1,852	20.6	1,852	20.0	1,626	18.1
$150,000 or more			513	5.9	1,609	17.9	3,073	33.1	3,847	42.9
Total	8,374	100.0	8,639	100.0	8,993	100.0	9,276	100.0	8,970	100.0
Median income	$24,777		$53,130		$78,985		$104,357		$126,000	

Source: U.S. Census Bureau, 1980, 1990 and 2000 Summary File 3 and 2009-2011 and 2013-1017 American Community Survey Five-Year Estimates.

The percentage of households earning under $75,000 decreased from almost all households in 1979 (95.4%) to about 36% by 2011, and then to 30.6% in 2017. Of these, 5,995 households had incomes of less

than $35,000 in 1979 compared to 1,935 in 1999 and 1,281 in 2017. This dramatic decrease in lower income households is likely correlated to the high costs of living in Milton, housing costs in particular.

Figure III-6: Change in Income Distribution, 1999, 2011 and 2017



As shown in Figure III-7, median income levels vary considerably by tenure and household type. For example, the median income for those households that include children – families – was $151,120, up from $135,750 in 2011 and $94,359 in 1999. On the other hand, nonfamilies had a median income of only $42,369 from $28,889 in 1999 and $31,380 in 2011. This was largely related to the predominance of single persons, including retired individuals, in these households. There were also significant discrepancies between the median incomes of owners and renters, at $144,363 and $51,161, respectively.

Another comparison of median income level relates to the age of the principal householder. While the sample size was too small for the youngest of households of less than age 25, the 2017 census estimates indicate that the median household income of those age 25 to 44 was $152,917, not much less than those age 45 to 64 of $159,464. On the other hand, the median income of households with seniors age 65 and over was $53,109, half the median income for the community of $126,000 and correlated with the larger numbers of those living alone and on fixed income in this age range.

Figure III-7: Median Income by Household Type, 1999, 2011 and 2017

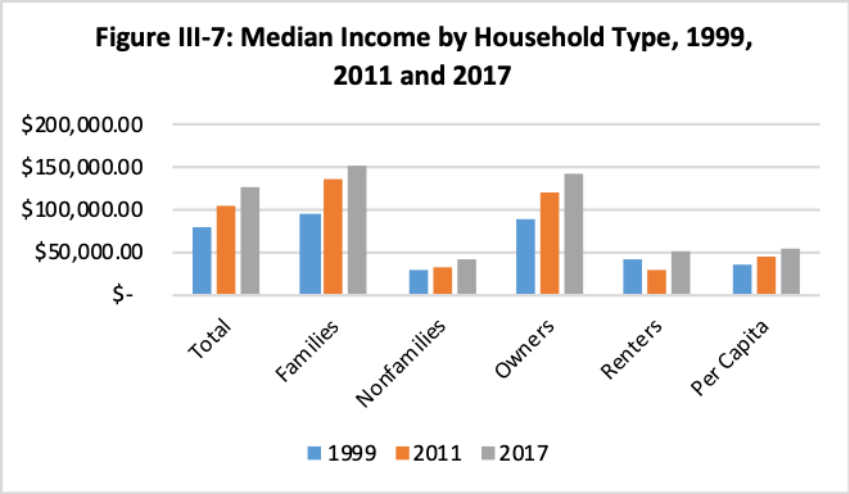


Table III-9 presents information on the comparative distribution of incomes between Milton and Norfolk County as another comparison. As the table demonstrates, Milton has been somewhat more affluent than the county as a whole. The percentage of those earning less than $75,000 was 42.5% in 2017 for Norfolk County, down from 58.5% in 1999. On the other hand, those earning below this level included only 30.6% of Milton households, down from 47.2% in 1999. Those earning more than $150,000 included 28.4% of all households in Norfolk County in 2017 compared to about 43% for Milton. Higher income levels in Milton were also reflected in the median income levels as noted earlier.

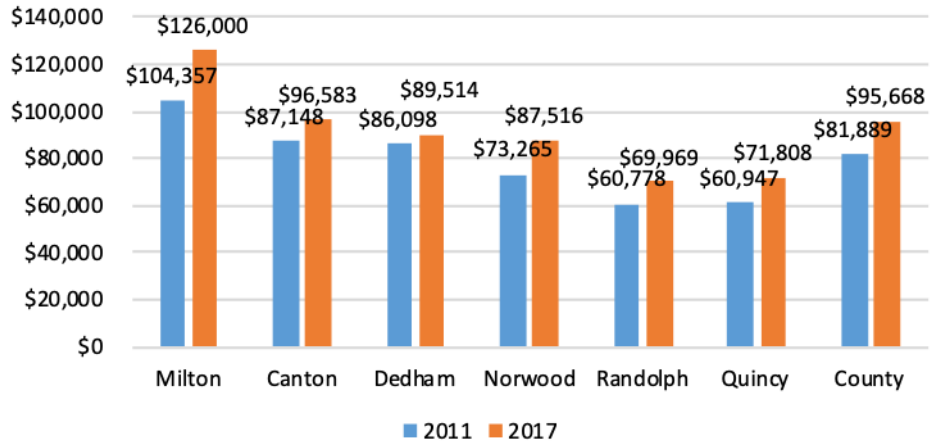
Table III-9: Income Distribution by Household: Norfolk County and Milton, 1999 and 2017

Income Range	Norfolk County				Milton			
	1999		2017		1999		2017	
	#	%	#	%	#	%	#	%
Under $10,000	14,002	5.6	10,363	4.0	383	4.3	206	2.3
$10,000-24,999	28,589	11.5	23,552	11.5	924	10.3	718	8.0
$25,000-34,999	21,077	8.5	14,559	5.6	628	7.0	357	4.0
$35,000-49,999	31,912	12.8	20,672	7.9	833	9.3	430	4.8
$50,000-74,999	50,129	20.1	35,483	13.5	1,479	16.4	1,033	11.5
$75,000-99,999	37,684	15.1	31,670	12.1	1,285	14.2	753	8.4
$100,000-149,999	37,315	15.0	51,412	19.6	1,852	20.6	1,626	18.1
$150,000 or more	28,193	11.4	74,613	28.4	1,609	17.9	3,847	42.9
Total	248,901	100.0	262,324	100.0	8,993	100.0	8,970	100.0
Median Income	$63,342		$95,668		$78,985		$126,000	

Source: U.S. Census Bureau, 2000 Summary File 3 and 2013-2017 American Community Survey Five-Year Estimates.

This relative affluence of Milton is also demonstrated through a comparative look at the median household income levels of neighboring communities as shown in Figure III-8. Median household incomes ranged from a low of $69,969 for Randolph to a high of $126,000 for Milton. Milton also demonstrated the greatest increase since 2011.

Figure III-8: Median Household Income of Milton and Neighboring Towns, 2011 and 2017



7. Poverty – Increasing levels of poverty, particularly among seniors

While income levels for most town residents have increased substantially, there remains a significant population within the town of Milton with very limited financial means and living below the poverty level.[14] The 2000 census indicated that the absolute numbers of those with incomes below the poverty level decreased from 1979 to 1999 as shown in Table III-10, with the exception of those 65 years or older where the numbers increased somewhat. Since 1999, poverty has risen, representing 1,129 residents or 4.1% of all individuals and 208 families or 3.0% of all families. Of particular concern is the growing poverty among those 65 years and over, increasing from 4.3% to 9.2% between 1999 and 2017. While poverty in Milton is lower than the county and state, at 6.5% and 11.1% of all individuals, respectively, these increases are nevertheless disturbing.

Table III-10: Poverty Status, 1979-2017

Household Type	1979		1989		1999		2011		2017	
	#	%	#	%	#	%	#	%	#	%
Individuals *	957	3.7	758	2.9	697	2.7	1,350	5.0	1,129	4.1
Families **	188	2.8	125	1.9	108	1.6	184	2.7	208	3.0
Related Children Under 18 Years (Under 17 Years for 1990 data) ***	306	5.0	49	0.6	147	2.2	307	4.6	140	2.0
Individuals 65 and Over****	138	3.1	216	4.8	183	4.3	229	5.5	397	9.2

Source: U.S. Census Bureau 1980, 1990 and 2000 Summary File 3 and the American Community Survey, Five-Year Estimates for 2009-2011 and 2013-2017. *Percentage of total population **Percentage of all families
***Percentage of all related children under 18 years ****Percentage of all individuals age 65+

This data should also be viewed in light of the town's limited Subsidized Housing Inventory that included 479 subsidized housing units with another 140 or so rental subsidies, the total of which is insufficient to cover the housing affordability issues most likely confronting this very vulnerable population.

8. Employment – Growing labor force driven by educational and health services

Of the population 16 years of age or older, 14,491 or 68.1% were in the labor force according to 2017 census estimates, higher than 13,700 or 64.8% in 2011. In the context of an expanding labor force were decreases in the unemployment rate, from 8.2% in 2011 to 2.7% in 2017 according to census estimates. Estimates further suggest that 60% of Milton residents who were in the labor force were in management, business, science and arts occupations, 11.6% were in service occupations, 19.3% in sales and office occupations, and the remaining workers in a mix of jobs related to construction, production and transportation. Half of workers were involved in professional, scientific, educational, and health related services. Approximately two-thirds of workers commuted alone by car, down from three-quarters in 2011, with about 10% carpooling and 12% using public transportation. The average commute was 32.9 minutes, up from almost 30 minutes in 2011.

Detailed information on employment patterns from the state Executive Office of Labor and Workforce

[14] The 2019 federal poverty level from the U.S. Department of Health and Human Services was $12,490 for an individual and $21,330 for a three-person household.

Development shows that of the 14,746 workers in the labor force, 14,354 were employed, with an unemployment rate of 2.7% in May 2019. This data reflects employment patterns for those living in Milton, but state data also includes information on local Milton jobs for 2017 as summarized in Table III-11. This data shows an average employment of 6,486 workers with much of the Town's economic base driven by educational services and health care/social assistance reflective of Milton's significant number of public and private educational institutions as well as Milton Hospital.

The average weekly wage by industry varied considerably from a high of $1,848 in professional and financial services to only $498 in accommodation and food services. There were 636 business establishments in Milton which provided a total wage level of more than $358 million, with an average weekly wage of $1,063. As a point of comparison, the average weekly wage for Boston was $1,878, $1,240 for Quincy, and $967 for Plymouth. **Milton's average weekly wage translates into an annual wage of about $55,500, less than half of Milton's median household income of $126,000. This indicates that it is likely that many of those who work in Milton cannot afford to live in the community, particularly given a median single-family home price of $700,000 as of May 2019.**

Table III-11: Average Employment and Wages by Industry in Milton, 2017

Industry	# Establishments	Total Wages	Ave. Employment	Ave. Weekly Wage
Construction	84	$19,272,959	252	$1,471
Wholesale trade	22	$12,702,226	56	$1,362
Retail trade	33	$14,127,929	433	$627
Information	13	$3,242,205	58	$1,075
Finance & insurance	29	$9,995,035	104	$1,848
Real estate, rental and leasing	30	$8,602,284	153	$1,081
Professional and technical services	100	$27,241,285	281	$1,864
Administrative and waste services	20	$3,988,058	103	$745
Education services	10	$118,394,762	2,217	$1,027
Health care and social assistance	138	$80,849,300	1,445	$1,076
Arts, entertainment and recreation	15	$6,089,934	230	$509
Accommodation and food services	25	$13,596,026	525	$498
Other services	83	$9,115,617	236	$743
Public administration	19	$22,250,568	263	$1,627
TOTAL	**636**	**$358,628,754**	**6,486**	**$1,063**

Source: Massachusetts Executive Office of Labor and Workforce Development, July 14, 2019

* Shaded industries involve average employment of more than 400 workers.

9. Education – Very high educational attainment and small increases in school enrollments

The educational attainment of Milton residents has improved over the last couple of decades. In 2011, 96.9% of those 25 years and older had a high school diploma or higher and 61.2% had a Bachelor's degree or higher (compared with 49.4% for the county and 39.1% for the state), up from the 2000 figures of

94.6% with at least a high school diploma and more than half, 52.2%, with a Bachelor's degree or higher. The 2017 census estimates indicate continuing high levels of educational attainment with 95.6% having at least a high school degree and, of these 61.8% had a bachelor's degree or higher.

Enrollment projections from the New England School Development Council (NESDEC) indicate continued growth in enrollments to 4,465 students by 2023-2024 and 4,664 by 2028-2029 that will result in school capacity problems.

Those enrolled in school (nursery through graduate school) totaled 9,070 in 2011 but decreased to 8,844 students according to 2017 census estimates. These figures include students at Curry College, Milton Academy and other area private schools. There were 5,866 students enrolled in nursery school through high school, representing an increase of 149 students since 2000, but comparable to the 2011 level of 5,890 students.

Enrollments in the Milton Public School District have increased slightly, from 3,807 students in the 2000-2001 school year to 3,836 in 2012-2013 and then to 4,139 in 2018-2019. Consequently, almost one-quarter of school-age students under the high school level are likely attending the town's considerable number of private schools. See Section IV for more information on school enrollments and capacity issues.

10. Group Quarters Population – Major increases since 1990

The 2010 census counted 1,516 residents living in group quarters including 1,229 living in college/university housing, 150 living in other noninstitutional housing, most likely Milton Academy, and 137 in nursing facilities. This is up considerably from the 2000 census count of 1,035 residents in group quarters (265 in institutional settings and 770 living outside of institutionalized group quarters) as well as 751 residents in 1990 (139 in institutions and 612 in other group quarters). Consequently, those living in group quarters almost doubled between 1990 and 2010, largely reflecting increased enrollments of residential students at local colleges and Milton Academy for example. The 2017 census estimates indicate a continuing increase to 1,831 residents living in group quarters.

11. Disability Status – About one-third of seniors claimed some type of disability

A total of 2,160 residents claimed some type of disability according to the 2017 census estimates, representing about 8% of Milton's population. This is down from 2,781 disabled residents in 2011 that comprised 10.4% of all residents. Of the 2017 population under age 18, 143 or 2% had some type of disability, and of the population 18 to 64, 686 or 4.3% claimed a disability, half of those who claimed a disability in 2011. Of the population 65 years of age or older, 1,331 or 31.5% in this age range identified themselves as having a disability, down again from the 2011 level of 35% but about the same number of residents.

Additional information on the types of disabilities for local seniors is summarized in Table **III**-1**2**, comparing Milton estimates to those of the state based on the Tufts Health Plan Foundation's Healthy Aging Community Profile.

Compared to the state, those 65 years and older who live in Milton do the same or somewhat worse on all of the disability levels with the exception of self-reported ambulatory difficulties. Milton is considered an emerging Dementia-Friendly Community and some local resources for promoting the health of older residents include a Council on Aging, Cultural Council, a memory café, and lifelong learning opportunities. These community resources will become increasingly important given projected increases in seniors.

Table III-12: Types of Disabilities, Percentage 65 Years of Age and Older

Population Characteristics	Milton Estimates	State Estimates
Self-reported hearing difficulty	15.3%	14.2%
Clinical diagnosis of deafness Or hearing impairment	17.0%	16.1%
Self-reported vision difficulty	8.7%	5.8%
Clinical diagnosis of blindness or vision difficulty	1.5%	1.5%
Self-reported cognition Difficulty	10.0%	8.3%
Self-reported ambulatory difficulty	19.4%	20.2%
Clinical diagnosis of mobility impairments	4.3%	3.9%
Self-reported self-care difficulty	8.5%	7.9%
Self-reported independent living difficulty	18.6%	14.3%

B. Housing Profile

This section of the Housing Needs Assessment summarizes housing characteristics and trends, analyzes the housing market from a number of different data sources and perspectives, compares what housing is available to what residents can afford, summarizes what units are defined as affordable by the state, and establishes the context for identifying priority housing needs.

In general, limited housing production and high demand, reflected in zero percent vacancy rates, have been driving up the costs of housing leading to wider affordability gaps as well as increasing cost burdens.

1. Housing Growth – Higher recent past and future housing growth than total population growth

As shown in Table III-13, from a total of 9,700 housing units that were counted as part of the 2010 census, approximately half (4,535 units or 46.8%) predate World War II, and a total of 7,300 units or three-quarters of the units were constructed prior to 1960. This clearly identifies Milton as one of the older suburbs of Boston with most of its development occurring during the earlier part of the 20th century. This older housing may be in need of repairs, remodeling, or lead paint removal. This early housing development is significantly higher than countywide levels where 28.9% of all units were built prior to 1939 with an additional 21.2% between 1940 and 1960.

Since the early 1960s, housing development fell off considerably with the total number of units built per decade ranging from a low of 259 in the 1990s to a high of 607 in the 1960s. Between 2000 and 2010, a total of 539 housing units were built, representing 5.6% of the housing stock and higher than the 3.6% population growth during the same period.

The 2017 census estimates suggest a substantial decrease in the total number of housing units, down to 9,377 units, which is surprising and questionable. It is likely that few if any units have been lost since 2010, especially given permit activity summarized in Table III-14.

Table III-13: Year Structure Built, 2010

Years	#	%
2000 to 2010	539	5.6
1990 to 1999	259	2.7
1980 to 1989	421	4.3
1970 to 1979	574	5.9
1960 to 1969	607	6.3
1940 to 1959	2,765	28.5
1939 or earlier	4,535	46.8
Total	9,700	100.0

Source: U.S. Census Bureau, 2000 and 2010

Table III-14 presents housing growth since 2010 and indicates that 177 units have been permitted through August 21, 2019. Most of these units were mostly single-family homes but the units at Woodmere and the Milton Hill House at 50 Eliot Street were also included, both developments including affordable units. Of the 177 total units, 11 involved the demolition and replacement of units for a total of 164 net new units. Consequently, teardown activity, replacing more affordable homes in the private housing market with larger more expensive ones, is still relatively limited in Milton compared to 40% of all new single-family homes in Hingham and more than 90% in Needham for example. Table III-14 also shows the estimated cost of this new development with average costs per year varying considerably but averaging almost $434,000 over this period. However, it would be over $500,000 if the analysis focused solely on single-family homes.

Table III-14: Building Permit Activity, 2010 to August 21, 2019

Year	New Units	Demo/ Replacement Units	Net New Units	Estimated Cost	Average Cost/Unit
2010	5	0	5	$2,367,000	$473,400
2011	4	0	4	$1,034,000 + $1,238,000	$344,667[15]
2012	12	1	11	$3,281,870	$273,489
2013	6 27 (50 Eliot St.)	0	6 27	$4,148,516 $5,110,868	$639,103 $189,291
2014	19	2	17	$8,895,723	$468,196
2015	8	1	7	$7,346,784	$918,348
2016	36	3	33	$14,086,952	$391,304
2017	22	4	18	$9,897,079	$449,867
Subtotal	*139*	*11*	*128*	*$57,407,637*	*$413,005*
2018	23	2	21	$12,807,760	$556,859
As of 8-21-19	15	0	15	$6,566,693	$437,780
Subtotal	*38*	*2*	*36*	*$19,374,453*	*$509,854*

[15] One of the four units was estimated to cost $1,238,000 which was not included in the average as it would have significantly skewed results.

Total	**177**	**13**	**164**	**$76,782,090**	**$433,797**

Source: Milton Building Department; Karen Sunnarborg Consulting

Metropolitan Area Planning Council (MAPC) projections suggest continued housing growth to as many as 11,029 units by 2030 under its "Status Quo" scenario and 11,397 units based on its "Stronger Region" figures. This represents significant future housing growth of 13.7% and 17.5% between 2010 and 2030, respectively, higher than the projected population growth of 2.9% and 6.3%, respectively, under the two scenarios. As noted earlier in this Plan, such growth, even under the more conservative "Status Quo" analysis, appears to greatly overestimate future growth. **Based on the permitting activity above and the 9,700-unit count in the 2010 census, it is hard to believe that more than 10,000 units will be built by 2020 and 11,000 units by 2030 would be remarkable given prior housing growth rates of less than 6% per decade since 1970.**

2. Housing Occupancy – Continuing high level of owner-occupancy

As shown in Table III-15, Milton had 9,700 total units based on 2010 census data, including 9,274 occupied units and 9,641 year-round units.[16] Of these, 7,644 or 82.4% were owner-occupied while the remaining 1,630 or 17.6%, were rental units. This level of owner-occupancy was substantially higher than the county and state at 69.2% and 62.3%, respectively. However, about two-thirds of the growth in occupied housing units involved rentals between 2000 through 2010, despite the high level of town-wide owner-occupancy.

As noted above, the 2017 census estimates suggest a decrease in the total number of housing units, from 9,700 in 2010 to 9,377, which did not occur as documented by building permit data. Of these, 95.7% were shown as occupied with a similar split in tenure as 2010 with a net loss of 243 owner-occupied units and 61 rental units during this period. It is also interesting to note that the average household size of the owner-occupied units increased from 2.89 persons in 2010 to 3.05 persons in 2017, reflective of the growing size of households and families included in the 2017 demographic data. On the other hand, the average household size of renters decreased from 2.08 to 2.01 persons.

The 2010 census counted 4.4% or 426 units as vacant, up from 1.5% and 179 units in 2000. The 2017 census estimates show a continuing level of 4.4%.

Table III-15: Housing Occupancy, 1990-2017

Occupancy Characteristics	**1990**		**2000**		**2010**		**2017**	
	#	**%**	**#**	**%**	**#**	**%**	**#**	**%**
Total Units	9,003	100.0	9,161	100.0	9,700	100.0	9,377	100.0
Occupied Units *	8,749	97.2	8,982	98.5	9,274	95.6	8,970	95.7
Total Vacant Units *	254	2.8	179	1.5	426	4.4	407	4.4
Owner-Occ. Units **	7,219	82.5	7,554	84.1	7,644	82.4	7,401	82.5
Renter-Occ. Units **	1,530	17.5	1,428	15.9	1,630	17.6	1,569	17.5
Ave. Household Size of Owner-Occupied/ Renter Unit	2.98/2.25 persons		2.92/2.09 persons		2.89/2.08 persons		3.05/2.01 persons	

Source: U.S. Census Bureau 1990, 2000 and 2010 and American Community Survey Five-Year Estimates 2013-2017. * Percentage of total housing units ** Percentage of occupied housing units

[16] Year-round units that are used as the basis for the 10% Chapter 40B affordability goal and annual housing production goals and are calculated by subtracting seasonal, occasional or recreational units from total housing units in the decennial census.

As indicated in Table III-16, the homeowner vacancy rate was 1.1% and the rental vacancy rate was 5.9% in 2010, up only slightly from 2000 and still well below state and national levels. The 2017 census estimates indicate still lower vacancy rates to 0.4% for ownership and zero for rentals that do not even take normal housing turnover into consideration. Such vacancy rates consequently demonstrate extremely tight market conditions.

Table III-16: Vacancy Rates by Tenure, 2010 and 2017

Tenure	Milton 2010	Milton 2017	State 2010	State 2017
Renter-Occupied	5.9%	0.0%	6.5%	4.0%
Owner-Occupied	1.1%	0.4%	1.5%	1.1%

Source: U.S. Census Bureau 2010 and American Community Survey Five-Year Estimates, 2013-2017.

3. Types of Units and Structures – Relatively homogeneous housing stock

As shown in Table III-17, the 2017 census estimates indicate that three-quarters of the existing housing units were in single-family detached structures, significantly higher than the 58.5% level for the county. However, census estimates suggest that Milton experienced some loss of these units between 2000 and 2011, from 7,209 to 6,905 units, and then regained some to 7,020 units by 2017.

Table III-17: Units in Structure, 1990 – 2017

Type of Structure	1990		2000		2011		2017	
	#	%	#	%	#	%	#	%
1-Unit Detached	6,982	77.5	7,209	78.7	6,905	73.8	7,020	74.9
1-Unit Attached	178	2.0	179	2.0	241	2.6	309	3.3
2 to 4 Units	1,412	15.7	1,334	14.6	1,079	11.5	1,125	12.0
5 to 9 Units	63	0.7	80	0.9	89	1.0	43	0.5
10 or More Units	304	3.4	351	3.8	1,044	11.2	870	9.3
Other	64	0.7	8	0.1	0	0.0	10	0.1
Total	9,003	100.0	9,161	100.0	9,358[17]	100.0	9,377	100.0

Source: U.S. Census Bureau 1990 and 2000 and American Community Survey 2009-2011 and 2013-2017.

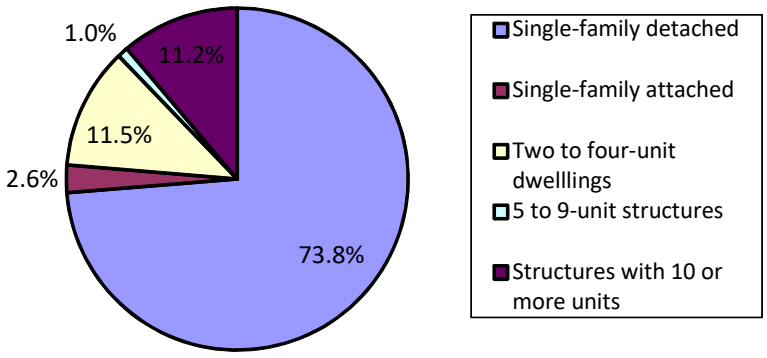
Another 309 units were located in single-family attached dwellings, up from 179 in 2000 and 241 in 2011. On the other hand, there was a continuing loss of units in two to four-unit structures, from 1,412 units in 1990 to 1,079 by 2011. The 2017 census estimates indicate some modest increase in these units to 1,125. The net decline in these units, however, is reflected in some conversions of units to high-priced condominiums and thus eroded some of the community's more affordable private market housing. It is important to note that small multi-family dwellings tend to provide relatively less costly rental and ownership opportunities. Because lenders typically will count 75% of rental income in their underwriting, lower income purchasers can usually qualify.

There was a small gain in the number of units in five to nine-unit structures between 1990 and 2011, once again reversed according to 2017 census estimates to 43 units, less than half of the 2011 level. Similarly, there was a substantial increase in units in larger multi-family structures with ten or more units from 304

[17] The American Community Survey (ACS) involves sampling data and is somewhat off from the actual 2010 census counts, in this case counting 9,358 units as opposed to 9,700. The 2010 ACS figure is actually relatively close to the 2017 census estimate of 9,377 units.

to 1,044 units between 1990 and 2011, increasing to 11.2% of the Town's total housing units. Once again, the 2017 census estimates questionably suggest a reversal of this trend, down to 870 units from 1,044 in 2011. The census counted eight (8) mobile homes in 2000, none by 2011, and then ten in 2017, although Assessor's data indicates that there are no mobile homes remaining in Milton. The 2017 reversals of past trends are surprising and highly questionable and the proportionate distribution of units in 2011 is likely more reliable.

Figure III-9: Units in Structure, 2011



The median number of rooms per housing unit was 7.1 in 2017, up from 6.9 rooms in 2011, indicating that homes are getting somewhat larger. This is also likely reflective of some teardown activity of larger more expensive homes replacing more modest and affordable ones. In 2011, 1,364 units or 14.6% of units had four rooms or less, decreasing to 1,277 units or 13.6% in 2017. There were also decreases in larger units as those with nine rooms or more declined modestly from 2,226 units or 23.8% of the housing stock in 2011 to 2,012 and 21.5% in 2017. This decrease is another surprising outcome given the level of teardown activity.

4. Housing Values – High and rising housing costs for both homeownership and rentals

The following analysis of the housing market examines values of homeownership and rental housing from a number of data sources including:

- The 1990, 2000 and 2010 Decennial U.S. Census figures
- The U.S. Census Bureau's 2009-2011 and 2013-2017 American Community Survey Five-Year Estimates
- The Warren Group's median sales price statistics and sales volume by year, from 1990 through May 2019
- Multiple Listing Service (MLS) data
- Internet rental listings (rental housing)

Ownership Costs

Census data on housing values for owner-occupied units is provided in Table III-18, indicating a median house value of $558,700 in 2017 up 154% from the median of $219,600 in 1990 which is much higher than the rate of inflation during this period of 42.3%. Only 150 units were valued below $200,000, up from 104 units in 2011. Almost 500 units were valued between $200,000 and $300,000 in 2011, declining to 324 units in 2017 and still relatively affordable.

While the number of units valued between $300,000 and $499,999 decreased from 47.1% to 34.7% of all units between 2011 and 2017, those in the $500,000 to $999,999 range increased markedly from 37.4% of all owner-occupied units to 51.3%. The small number of affordable homes is in sharp contrast to the 569 homes valued at more than $1 million. This data indicates that the number and percentage of properties worth more than $1 million remained about the same in 2011 and 2017, at 7.6%.

Table III-18: Housing Values for Owner-Occupied Properties, 1990 – 2017

	1990		2000		2011		2017	
Value	**#**	**%**	**#**	**%**	**#**	**%**	**#**	**%**
Less than $100,000	136	2.2	55	0.8	104	1.4	107	1.5
$100,000 to $149,999	429	6.9	254	3.8	0	0.0	0	0.0
$150,000 to $199,999	1,949	31.2	871	13.1	0	0.0	43	0.6
$200,000 to $299,999	2,454	39.3	2,505	37.8	491	6.5	324	4.4
$300,000 to $499,999	1,282	20.5	2,132	32.1	3,551	47.1	2,571	34.7
$500,000 to $999,999			693	10.4	2,819	37.4	3,794	51.3
$1,000,000 or more			122	1.8	569	7.6	562	7.6
Total	6,250	100.0	6,632	100.0	7,534	100.0	8,970	100.0
Median (dollars)	$219,600		$285,800		$481,800		$558,700	

Source: U.S. Census Bureau 1990 and 2000 and American Community Survey 2009-2011 and 2013-2017.

While census data is derived primarily from Assessors information that typically underestimates existing values somewhat, *The Warren Group* tracks more updated market data from Multiple Listing Service (MLS) data derived through actual sales. This historic market information since 2000 through May 2019 is summarized in Table III-19. It is also visually presented in Figure III-10 which shows relatively slow and steady increases in median housing values for both single-family homes and condos following the recession with the exception of the 2019 condo median which is largely based on the very high market sales prices at the Woodmere development.

After a decline in market prices in the early 1990s, due largely to an economic slump, the market began to revive and rose significantly after 1997 to the height of the market in 2005 with a median single-family house price of $475,000. After that housing values were relatively stable for single-family homes despite the "bursting of the housing bubble" with a median of $450,000 as of the end of 2012. Since then prices have risen significantly to $700,000 as of May 2019.

Median prices of condos have been largely lower as shown in Figure III-10, from $515,000 at the height of the pre-recession market in 2004, dipping to a low of $330,000 in 2007, and then steadily increasing to $547,500 in 2018. The median as of May 2019 was stunningly high, at $1,027,500, once again reflective largely of the high sales prices at the Woodmere development, ranging from $835,000 to $1.25 million.

The numbers of sales in any year has ranged considerably for both single-family homes and condos. For example, sales of single-family homes ranged from high of 365 in 2005 to a low of 232 in 2006, showing the effects of the recession. Market activity fell to 233 sales in 2010, reviving somewhat to 297 in 2012 and up to 322 sales in 2017. The number of sales declined somewhat again to 286 in 2018.

Condo sales reached a high of 49 in 2004 but have been down considerably since then to only nine in 2009 and then to 22 in 2011, 2012 and 2013. In 2017, sales activity was at its highest since the recession, to 35 sales, and then fell off again to 22 sales in 2018.

Table III-19: Median Sales Prices: 2000 through May 2019

Year	Months	Single-family	# Single-family Sales	Condos	# Condo Sales
2019	Jan – May	$700,000	83	$1,027,500	8
2018	Jan – Dec	685,500	286	547,500	22
2017	Jan – Dec	640,000	322	520,000	35
2016	Jan – Dec	615,000	309	502,450	32
2015	Jan – Dec	565,000	305	419,000	16
2014	Jan – Dec	525,000	284	410,000	17
2013	Jan – Dec	492,500	308	394,375	22
2012	Jan – Dec	450,000	297	372,500	22
2011	Jan – Dec	446,500	247	385,000	22
2010	Jan – Dec	469,000	233	385,000	20
2009	Jan – Dec	440,500	246	350,000	9
2008	Jan – Dec	456,000	256	385,000	15
2007	Jan – Dec	441,000	265	330,000	24
2006	Jan – Dec	466,000	232	400,500	24
2005	Jan – Dec	475,000	365	489,000	42
2004	Jan – Dec	469,000	349	515,000	49
2003	Jan – Dec	441,500	300	385,500	10
2002	Jan – Dec	378,500	295	364,000	13
2001	Jan – Dec	338,700	314	350,500	10
2000	Jan – Dec	330,000	317	289,750	14

Source: The Warren Group, July 15, 2019

Figure III-10: Change in Median Housing Values, 2007 to May 2019

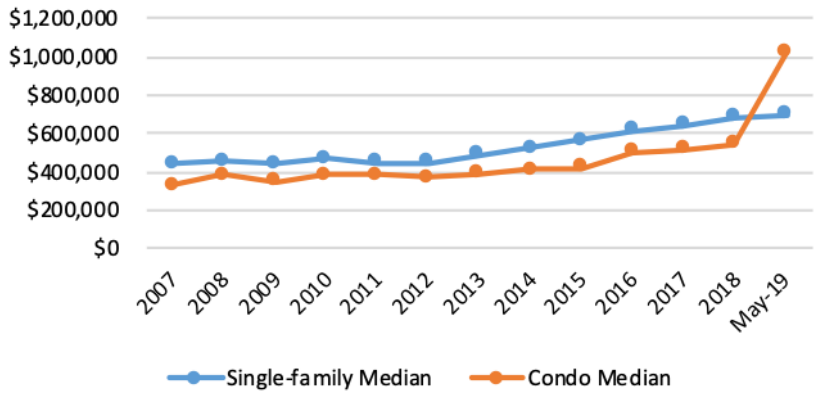


Figure III-11 compares Milton's median sales data to those of neighboring communities for 2005, near the top of the housing market, as well as March of 2013 and May 2019. Milton's housing values remain the highest. Of particular note is the spike in Milton's median to $700,000 as of May 2019. Like Milton, all of the 2019 median values from the nearby communities included in this analysis have surpassed the pre-recession ones, which is not the case in numbers of communities throughout the state.

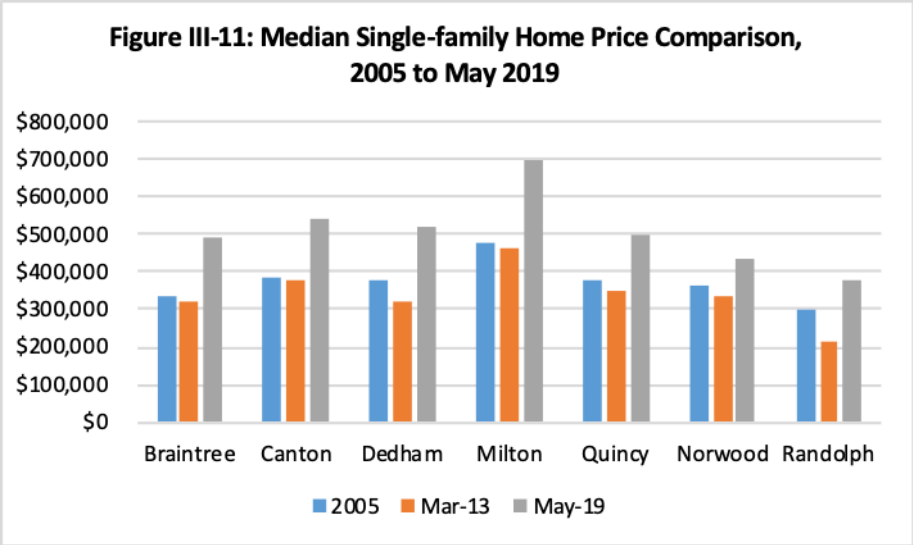
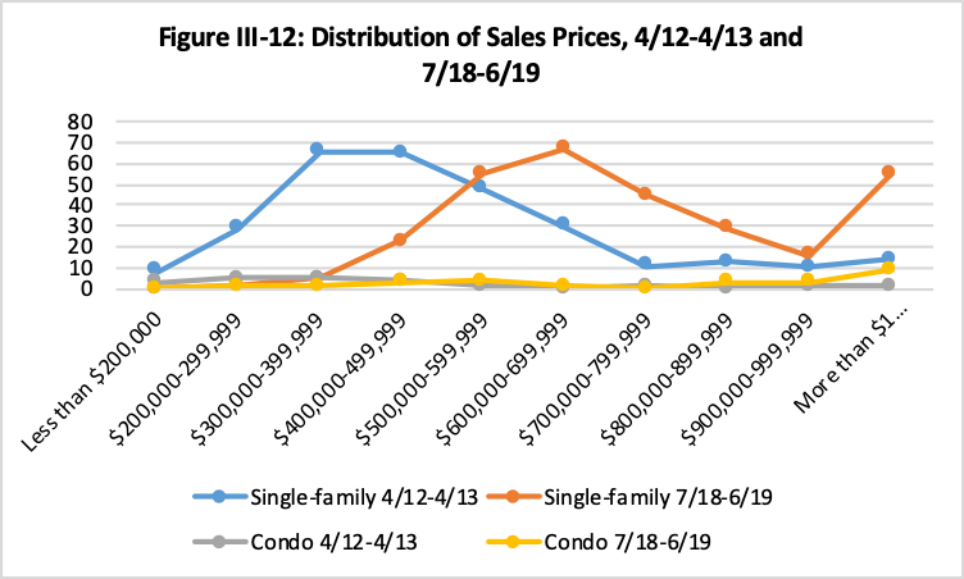


Table III-20 and Figure III-12 summarize *sales activity for single-family homes and condos between July 2018 and June 2019*. There were no sales for less than $200,000, and only three ranging from $200,000 to $300,000. About 40% of sales occurred between $500,000 and $700,000 with half of the units sold above this level including about 20% over $1 million. It is interesting to note that there were 15 or 60% of condo sales above $800,000 including nine selling for more than $1 million, almost all part of the Woodmere development off of Brush Hill Road. Median sales prices were $688,000 and $900,000 for single-family homes and condos, respectively, the condo median skewed by the high Woodmere prices. Figure III-12 demonstrates the clear shift towards higher market prices and also the increase in sales above $1 million.

Table III-20: Single-family House and Condo Sales, July 2018 through June 2019

Price Range	Single-family Homes		Condominiums		Total	
	#	%	#	%	#	%
Less than $200,000	0	0.0	0	0.0	0	0.0
$200,000-299,999	2	0.7	1	4.0	3	0.9
$300,000-399,999	5	1.7	1	4.0	6	1.9
$400,000-499,999	23	7.7	3	12.0	26	8.1
$500,000-599,999	55	18.5	4	16.0	59	18.3
$600,000-699,999	67	22.6	1	4.0	68	21.1
$700,000-799,999	45	15.2	0	0.0	45	14.0
$800,000-899,999	29	9.8	3	12.0	32	9.9
$900,000-999,999	16	5.4	3	12.0	19	5.9
Over $1 million	55	18.5	9	36.0	64	19.9
Total	297	100.0	25	100.0	322	100.0
Median Price	$688,000		$900,000		--	

Source: *Banker & Tradesman*, July 19, 2019



As Table III-21 indicates, very few housing units were valued in the more affordable ranges according to Assessor's records. Of the 7,174 single-family homes and 322 condominium units, there were only 11 properties assessed for less than $200,000 with all four of the condos as part of the Woodmere development. Another 160 of these properties were assessed between $200,000 and $300,000, still relatively affordable. While 16% of the units were assessed between $400,000 and $500,000, almost half were assessed in the $500,000 to $700,000 range. Another 27% were assessed above $700,000, including 976 units or 13% at over a $1 million, demonstrating Milton's significant luxury housing market.

The median single-family assessment was $621,200 and the condo median was $501,900. These values are lower than those reported by Banker & Tradesman based on actual sales of $700,000 and $547,500 (for 2018 as the sample size was too small for a reliable median as of May 2019), respectively. Assessments are typically lower than actual market values, particularly in rising housing markets.

Assessor's data also shows significant numbers of small multi-family properties, particularly two-family dwellings, with 584 two-families (1,168 units) and 21 three-family residences (63 units). More than half of the two-family properties were assessed between $500,000 and $600,000. Median values for these properties were $573,500 and $611,900, respectively.

Additionally, the Assessor's database includes the following additional inventory of residential properties:

- 36 properties with multiple homes on the same lot, 75% of which were assessed for more than $1 million and with a median assessment of $1,615,200.
- 4 properties with four to eight units that ranged in value from $747,000 to $1,076,500.
- 7 properties with more than 8 units that included 50 Eliot Street, Unquity House, Winter Valley Residences, and Fuller Village. These properties ranged in valued from $5,590,000 to $25,579,700.
- 27 mixed-use properties with assessments ranging from $421,400 to $14,073,700.

Table III-21: Assessed Values of Residential Properties, FY19

Assessment	Single-Family Dwellings		Condominiums		Total Units		Small Multi-Unit Dwellings 2-family/3-family	
	#	%	#	%	#	%	#	%
$0-$199,000	7	0.1	4	1.2	11	0.1	1/0	0.2/0.0
$200,000 - 299,000	16	0.2	21	6.5	37	0.5	0/0	0.0/0.0
$300,000 - 399,000	98	0.4	62	19.3	160	2.1	4/0	0.7/0.0
$400,000 - 499,000	1,129	15.7	74	23.0	1,203	16.0	51/1	9.1/4.8
$500,000 - 599,000	1,976	27.5	74	23.0	2,050	27.3	300/8	51.4/38.1
$600,000 - 699,000	1,486	20.7	28	21.1	1,514	20.2	163/8	27.9/38.1
$700,000 - 799,000	830	11.6	15	4.7	345	4.6	53/2	9.1/9.5
$800,000 - 899,000	389	5.4	13	4.0	402	5.4	6/2	1.0/9.5
$900,000 - 999,000	281	3.9	17	5.3	298	4.0	2/0	0.3/0.0
Over $1 Million	962	13.4	14	4.3	976	13.0	2/0	0.3/0.0
Total	7,174	100.0	322	100.0	7,496	100.0	584/21	100.0/100.0

Source: Milton Town Assessor

Rental Costs

Census data on the costs of rental units from 1980 through 2017 is included in Table III-22. These census estimates indicate that there were 1,569 occupied rental units in Milton in 2017, and that the median gross rental was very high, at $1,520, up considerably from $1,268 in 2011 and $830 in 2000. The 2017 gross rent for the county was high but lower, at $1,450, with the state median well below at $1,173.

Only about 14% of the rental units were renting for less than $500 by 2017, surprisingly higher than 10.6% in 2011. On the other end of the price range, 46% of the rental units were priced at $1,500 or more including 303 or 19% with rents of at least $2,000.

It should be noted that the census data includes subsidized rents and consequently does not totally reflect market values.

Table III-22: Rental Costs, 1980-2017

Gross Rent	1980		1990		2000		2011		2017	
	#	%	#	%	#	%	#	%	#	%
Under $200	202	15.0	160	10.7	58	4.1	33	2.0	216	13.8
$200-299	332	24.7	94	6.3	33	2.3	102	6.3		
$300-499	569	42.3	233	15.5	152	10.8	38	2.3		
$500-749	101	7.5	417	27.8	310	21.9	172	10.6	221	14.1
$750-999			321	21.4	270	19.1	269	16.6		
$1,000-1,499					382	27.0	393	24.3	252	16.1
$1,500 or more			109	7.3	66	4.7	557	34.4	722	46.0
No cash rent	142	10.5	165	11.0	143	10.1	54	3.3	158	10.1
Total	1,346	100.0	1,499	100.0	1,414	100.0	1,618	100.0	1,569	100.0
Median rent	$321		$646		$830		$1,268		$1,520	

Source: U.S. Census Bureau 1980, 1990 and 2000 Summary File 3 and American Community Survey 2007-2011 and 2013-2017.

Recent listings of rental units are presented in Table III-23, indicating the high cost of rental housing in Milton. The lowest listings were in two-family homes or a duplex, ranging from $2,151 to $2,350 in July 2019, much higher than the $1,475 to $1,650 range in 2013. Houses were listed from $3,750 to $7,500, also substantially higher than the 2013 rents of between $1,795 and $3,200. The Trulia website cited a median rent of $2,875.

Table III-23: Rental Listings, July 2019

Unit Type	# Bedrooms	# Baths	Square Footage	Rent
Condo for rent	2	1	956	$2,151
Two-family	2	1	1,100	$2,300
Duplex	2	2	1,350	$2,300
Two-family	2	1	NA	$2,350
Condo	2	2	1,260	$2,590
Condo	2	2	1,500	$3,300
Multi-family	3	1	NA	$2,500
Multi-family	3	1	1,250	$2,600
Townhome	3	2.5	3,592	$4,200
Single-family House	3	3.5	3,400	$4,750
Single-family House	3	2	1,867	$5,000
Single-family House	4	2.5	2,415	$3,750
Single-family House	4	3.5	5,583	$7,500

Sources: Internet listings in Trulia, Apartments.com, and Zillow, July 16, 2019.

5. Affordability Analysis – Widening affordability gaps and cost burdens

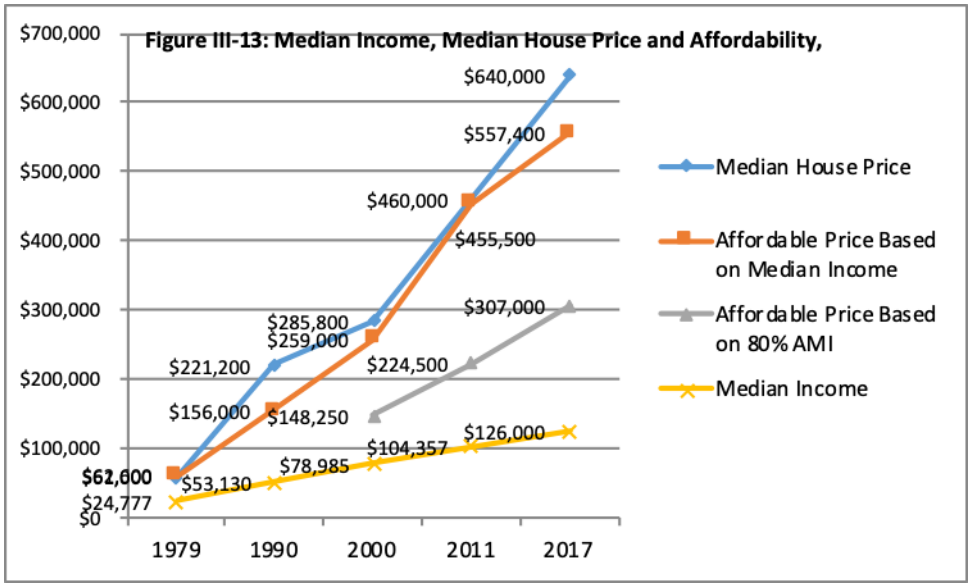
Current housing market data tells us that at least 40% of Milton's households do not have sufficient income of an estimated $158,250 to afford the median single-family sales price of $700,000 as of May 2019. Also, about 28% of households cannot afford the median rent cited on the Internet of $2,875, which requires an income of about $68,800. These high housing costs obviously have the most severe impact on those on the lowest rungs of the income ladder, but the effects of such high housing prices have spread well into the middle class. Clearly if you do not already own a home or are not affluent, you will be hard-pressed to purchase a home in Milton.

Affordability Gaps

A traditional rough rule of thumb is that housing is affordable if it costs no more than 2.5 times the buyer's household income. By this measure, the median income earning household could afford a house of approximately $315,000, approximately half the median house price of $700,000. This implies that the household in the middle of the town's income range faced an "affordability gap" of almost $385,000.

Additionally, housing prices have risen faster than incomes making housing much less affordable as demonstrated in Figure III-13. As time went by, the gap between median household income and the median single-family house price widened considerably from median income being 40.6% of the median house price in 1979 to 20% in 2017. Another way of analyzing this figure is that *the gap between income and house value was only $36,223 in 1979 but increased to $514,000 by 2017*. The gap would be much greater if more recent market prices were taken into consideration with a median single-family house price of $700,000 as of May 2019.

Figure III-13 also compares the median single-family sales prices to two different affordable prices. One set of affordable prices is based on what a median-income earning household can afford and the other is based on the 80% AMI limit for a household of three, the average Milton household size.[18] The affordable price for the median-income earning household was close to the median market price in 1979 and between 2000 and 2011 but has diverged since then. The affordable price, based on the 80% AMI limit, is considerably lower than the median market price however, and shows a widening affordability gap. It should be noted that these prices are higher than what would be allowed under the state's Local Initiative Program (LIP) which bases affordable purchase prices on the 70% AMI limit to offer a window for marketing purposes.



A second calculation of ownership affordability is to estimate the "affordability gap", typically defined as the difference between the cost of housing and the proportion of income that is reasonable to pay for it, generally using HUD's definition of 30% of gross income as this affordability threshold. To afford the median sales price of a *single-family home* in Milton of $700,000 as of May 2019, a household would have to earn approximately $158,250, much higher than the required income of $96,250 in 2013.[19] This assumes that the purchaser has cash on hand of about $150,000 to afford the upfront costs of the down payment and closing costs based on typical mortgage lending practices of 80% financing.

The borrowing power of the median income earning household, with an income of $126,000 based on the latest 2017 census estimates, is about $557,400, significantly lower than the median house value of $700,000. Consequently, **there was an affordability gap of $142,600, the difference between what the median income earning household can afford ($557,400) and the median single-family house price ($700,000).** The high upfront cash requirements effectively widen this gap, particularly for those who do not have equity in a previous home, substantial savings, or a major gift.

[18] Figures based on 80% financing, 30-year term, interest rates and property tax rates at the time, and insurance costs of $6 per thousand. Given 80% financing, private mortgage insurance (PMI) was not included in calculations. Figures also assume that a household will pay no more than 30% of its income on housing costs.

[19] Figures based on 80% financing, interest of 4.5%, 30-year term, annual property tax rate of $13.18 per thousand, insurance costs of $6 per thousand. Given 80% financing, private mortgage insurance (PMI) was not included in calculations. Figures also assume that a household will pay no more than 30% of its income on housing costs.

A gap of $387,000 emerges when the affordability analysis focuses on those low- and moderate-income households earning at the 80% of area median income limit, or $80,300 for a family of three based on HUD 2019 income limits.[20] These households are unable to afford a house costing more than $313,000 assuming they can qualify for subsidized mortgages like the ONE Mortgage Program or a MassHousing mortgage without private mortgage insurance and at least 95% financing. **The gap increases to almost $700,000 for a single-person household earning at the 80% AMI limit of $62,450 who could likely afford a home for no more than $243,500.**

In regard to *rentals*, the median gross median rent of $1,520, according to the 2017 census estimates, requires an income of about $68,800,[21] which is within HUD's current income limit for three-person households earning at 80% of area median income ($80,300) but substantially more than the median income for renter households of $51,161. About 28% of Milton households would still be unable to afford to rent at this level, assuming they were spending no more than 30% of their income on housing costs.

Local listings indicate that market rents are actually considerably higher, ranging from $2,151 for a basic two-bedroom apartment to $7,500 for a high-end rental of a single-family house. Internet sources indicate a median rent of $2,875 which would require an income of approximately $123,000, not much less than Milton's $126,000 median household income. Consequently, there is no affordability gap.

Focusing on low- and moderate-income earning households with a median income of $80,300 for a household of three, the rental affordability gap would be $675 based on the difference between what they could afford of approximately $2,200 and the internet listed median of $2,875. The gap increases to $1,115 for a single-person household earning at the 80% AMI limit of $62,450 who could afford a rent of about $1,760.[22]

It should also be noted that rentals also involve considerable up-front cash requirements including potentially first and last month's rent and a security deposit. On the $2,875 apartment, this would amount to $8,625, a considerable amount for those with limited income and savings. Moreover, landlords are increasingly requiring credit records and references for tenants, which also can pose barriers to securing housing.

Findings generally point to small increases in cost burdens over the past few years, especially for lower income residents and renters, including some increases for lower income owners as well. Significant numbers of cost burdened seniors and single individuals also suggest a need for smaller affordable rental units.

Cost Burdens

Another way to analyze affordability is to see how many households are paying too much for their housing, which is typically defined as paying more than 30% of a household's income on housing expenses whether towards homeownership or rental. The 2017 census estimates indicated that 393 households or 5.3% of Milton homeowners were paying between 30% and 35% of their income for housing (mortgage, utilities, taxes, homeowners association fees, and insurance) and another 1,471 homeowners or 20% of all homeowners were paying 35% and higher. In regard to renters, 96 renters or 6.1% were spending between 30% and 34% of their income on

[20] The average household size was 2.86 persons based on 2017 census estimates.
[21] Assumes monthly utility charges of $200.00.
[22] Rental calculations include a household not spending more than 30% of their income on housing costs, including monthly utility bills averaging $200.00.

housing and another 644 or 41% of renting households were allocating 35% or more of their income for housing. **This data suggests that 2,604 households, or 29% of all households, were overspending on their housing, also referred to as having cost burdens. This is up from the 2,466 households, or 26.6% of all Milton households with cost burdens in 2011.**

The U.S. Department of Housing and Urban Development (HUD) also provides data on these housing cost burdens by tenure, income level and type of household. Table III-24 summarizes this information for 2015 (the latest report available). The data is based on the U.S. Census Bureau's American Community Survey Five-Year Estimates for 2011-2015. They also reflect the high costs of housing in Milton, whether for ownership or rentals, that make it extremely challenging to afford to live in the community.

Altogether 2,743 households or 30% of all Milton households were living in housing that is by common definition beyond their means and unaffordable.

Total Households

- **Of those Milton households with cost burdens, 1,286 or 14% had severe cost burdens as they were spending more than half of their income on housing costs. These figures are down somewhat from 2009 with 33% and 14.6% levels of cost burdens and severe cost burdens, respectively.**
- **There were 2,720 total households earning at or below 80% of median family income (MFI),[23] who might be eligible for housing assistance based on income alone, higher than 2,365 such households in 2009.**
- **Of the households earning at or below 80% MFI, 1,928 or 71% were spending more than 30% of their income on housing and of these 1,185 or 44% were spending more than 50% of their income on housing, compared to 68% and 45% with cost burdens and severe cost burdens in 2009, respectively.**
- Of the 6,354 households earning more than 80% Median Family Income (MFI), 815 or 13% were spending too much on their housing as well, down from 6,720 and 20% in 2009.
- Of the 919 households earning at or below 30% MFI, 689 or 75% were spending too much on their housing with 565 or 62% spending more than half of their income on housing costs. This is up from 885 households extremely low-income households in 2009 but with a higher level of 78.5% with severe cost burdens in 2009. Many households in this income range without cost burdens were likely living in subsidized units.
- This data also indicates that between 2009 and 2015 there was an increase of 418 renter households compared to an increase of 435 owner households.

Renter Households

- **Of the 1,219 renter households earning at or below 80% MFI, 784 or 64% were spending too much on their housing including 435 or 36% who were spending more than half of their income on housing expenses. These figures are largely higher than those for 2009 with 925 households with incomes at or below 80% MFI, 607 or 66% with cost burdens, and 364 or 39% with severe cost burdens.**
- There were 494 renter households earning at or below 30% MFI which were experiencing cost burdens with 190 or 38.5% having severe cost burdens. This is higher than the 360 households in

[23] Median Family Income (MFI) is used in this report but is the equivalent of Area Median Income (AMI) used throughout this Plan.

this income category in 2009 but at that time 280 or 78% had severe cost burdens. **Of particular concern are the 190 seniors with severe cost burdens based on the 2015 figures.**

- Of the 625 renter households earning between 30% and 80% MFI, 490 or 78% were overspending including 225 or 36% with severe cost burdens, up from 57% and 15% in 2009, respectively. **There are significant unmet needs of seniors as well as small families in this income range.**
- It can largely be assumed that many of the 435 renter households earning below the 80% MFI level and without cost burdens were living in subsidized housing or doubled up with friends or family given the high costs of rentals in Milton.
- About two-thirds or 520 of the 780 elderly renter households earning less than 80% MFI were overspending on their housing, including 255 or 33% with severe cost burdens. Many of those remaining 260 seniors earning below 80% MFI and not overspending were likely living in Milton's subsidized housing reserved for seniors or other subsidized developments. These figures also suggest increased cost burdens from 2009 data when 62% of the 495 seniors in this income range were experiencing cost burdens, only 2% with severe cost burdens.
- Of the 284 small families (2 to 4 household members) who had incomes lower than 80% MFI, 204 or 72% were paying too much for their housing. Of particular concern are the 150 households earning between 30% and 50% MFI with severe cost burdens. It is likely that those without cost burdens were living in affordable housing. This is also up considerably from 100 or 53% of the 190 small family renter households with cost burdens in 2009.
- There were no large families (5 or more members) with incomes below 50% MFI, but 30 of the 50 households earning between 50% and 80% MFI had cost burdens. There were only 35 such households earning at or below 80% MFI in 2009, all with incomes between 30% and 50% MFI and including 29 with cost burdens.
- There were also 105 non-elderly, non-family households (single individuals) earning at or below 80% MFI, of which 30 were overspending on their housing, all with severe cost burdens. This is down from 200 such households in 2009, 55% with severe cost burdens.

Owner Households

These high levels of cost burdens among low-income elderly owners likely point to a situation where long-term senior residents, who are retired and living on fixed incomes, are experiencing challenges affording the high housing costs in Milton, including rising energy, insurance costs, and property taxes. Many of these owners are empty nesters living in single-family homes that cost too much to maintain and have more space than they require at this stage of their lives.

- **Of the 7,104 owner households, 1,905 or 27% were overspending on their housing including 847 or 12% with severe cost burdens. This included 750 households earning at or below 80% MFI with severe cost burdens. These levels are down a bit from 2009 when 30% of the 7,575 owner households were overspending including a comparable 12% with severe cost burdens.**
- Of the 1,495 owner households earning at or below 80% MFI, 1,144 or 76.5% were spending too much and 750 or half were spending more than 50% of their earnings on housing costs. These levels of cost burdens are up from 2009, from 70% and 48%, respectively.
- There were 855 elderly owners with incomes at or below 80% MFI (57% of all owner households in this income range), down from 985 in 2009. In 2015, 610 of these households or 71% were overspending, including 390 or 46% with severe cost burdens. These

levels of cost burdens are up from 60% and 39%, respectively, in 2009.

- Of the 410 small family households earning at or below 80% MFI, 345 or 84% were spending too much, including 215 or 52% with severe cost burdens. The numbers of households in this income range was lower in 2009, at 230 households, and the percentage with cost burdens was also a bit lower at 83% with a higher proportion of those with severe cost burdens at 72%.
- There were only 165 large families earning less than 80% MFI, of which 95 or 58% had severe cost burdens. This represents a slight increase from 80 such large households in 2009, 60 or 75% with severe cost burdens.
- There were also 65 non-elderly, non-family owner households earning at or below 80% MFI of which 50 or 77% were spending too much for their housing, all with severe cost burdens. The 2009 data also shows more than double such households in this category, 145, including 90 or 62% with severe cost burdens.

Table III-24: Cost Burdens, 2015

Type of Household By Tenure	Households Earning <30% MFI/# with cost burdens *	Households Earning > 30% to < 50% MFI/ # with cost burdens *	Households Earning > 50% to < 80% MFI/# with cost burdens *	Households Earning > 80% and < 100% MFI /# with cost burdens *	Households Earning > 100% MFI/ # with cost burdens *	Total
Elderly Renters	460/80-190	225/145-50	95/40-15	29/0-4	160/0-0	969/265-259
Small Family Renters	4/4-0	160/0-150	120/50-0	30/20-0	275/0-0	589/74-150
Large Family Renters	0/0-0	0/0-0	50/30-0	10/0-0	20/20-0	80/50-0
Other Renters	30/0-20	45/0-0	30/0-10	35/10-0	150/0-0	290/10-30
Total Renters	**494/84-210**	**430/145-200**	**295/120-25**	**104/30-4**	**605/20-0**	**1,928/399-439**
Elderly Owners	290/30-235	270/110-110	295/80-45	195/39-8	930/65-15	1,980/324-413
Small Family Owners	110/10-95	95/25-60	205/95-60	110/55-40	3,300/345-4	3,820/530-259
Large Family Owners	15/0-15	40/4-10	110/40-70	10/0-0	740/100-15	915/144-110
Other Owners	10/0-10	20/0-20	35/0-20	30/0-15	330/60-0	425/60-65
Total Owners	**425/40-355**	**425/139-200**	**645/215-195**	**345/94-63**	**5,300/570-34**	**7,140/1,058-847**
Total	**919/124-565**	**855/284-400**	**940/335-220**	**449/124-67**	**5,905/590-34**	**9,068/1,457-1,286**

Source: U. S. Department of Housing and Urban Development (HUD), SOCDS CHAS Data, American Community Survey, 2011-2015 Five-Year Estimates. Note: Median Family Income (MFI), used in this report, is the equivalent of Area Median Income (AMI).*First number is total number of households in each category/second is the number of households paying between 30% and 50% of their income on housing – and third number includes those that are paying more than half of their income on housing expenses (with severe cost burdens). Small families have two to four family members while larger families include five or more members. The "Other" category, for both renters and owners, includes non-elderly and non-family households, basically single individuals.

Foreclosures

Another indicator of housing affordability involves the ability to keep up with the ongoing costs of housing which some residents have found challenging since the recession about a decade ago. This recession forced some Milton homeowners to confront the possibility of losing their home through foreclosure as shown in Table III-25.

A total of 11 homeowners have in fact lost their homes to foreclosure auctions since 2010 with more than another hundred possibly facing foreclosure through petitions filed to foreclose. There were relatively few actual auctions relating to the resolution of problems. While there were no foreclosures prior to 2010, the highest level of foreclosures occurred in 2016. The jump in recent foreclosure activity is reputed to relate

to a backlog of cases that had been on hold pending court cases and the need to clarify new regulations. This is the case in many communities across the state.

Table III-25: Foreclosure Activity, 2008 through 2018

Year	Petitions to Foreclose	Foreclosure Auctions	Total
1/1/19-6/30/19	6	0	6
2018	17	0	17
2017	13	0	13
2016	28	0	28
2015	10	0	10
2014	7	0	7
2013	5	1	6
2012	14	1	15
2011	10	6	16
2010	12	3	15
2009	0	0	0
2008	0	0	0
2007	0	0	0
Total	122	11	133

Source: The Warren Group, July 21, 2019.

C. Subsidized Housing Inventory (SHI)

The Subsidized Housing Inventory (SHI) is the official list of units, by municipality, that the state counts towards a community's 10% housing affordability goal as prescribed by Chapter 40B comprehensive permit law. To be counted as affordable under Chapter 40B, housing must be dedicated to long-term occupancy of income-eligible households through affordability restrictions. Table III-26 presents the income limits for the affordable units based on the 2019 HUD guidelines for the Boston area, including the town of Milton, directed to those earning at or below 80% of area median income adjusted by household size.

Table III-26: 2019 Income Limits for Boston PMSA
Based on 80% of Area Median Income

Number of Persons in Household	Income Limit
1	$62,450
2	$71,400
3	$80,300
4	$89,200
5	$96,350
6	$103,500
7	$110,650
8	$117,750

Source: U.S. Department of Housing and Urban Development (HUD)

1. Current Inventory – About half-way to the 10% affordability goal

Milton has 479 or 4.97% of its 9,641 year-round housing units included in its Subsidized Housing Inventory (SHI), up from 426 units or 4.42% in 2013 and 380 units in 2004. These units are listed in Table III-27. Of the 479 SHI units, 52 are public housing units, 388 are privately owned, and 39 involve units in group homes supported by the state Department of Developmental Services (DDS) or Department Mental Health (DMH). Almost all of the SHI units involve rentals with the exception of two affordable units at The Residence at Brook Hill and four at Woodmere at Brush Hill. None of the SHI units involved Chapter 40B comprehensive permits.

All of the privately-owned subsidized housing is for the elderly. In total, 91% of the Town's subsidized housing is for the elderly, 4% is for families, and about 5% is for people with special needs.

The Milton Housing Authority (MHA) owns and manages 51 units of public housing, 39 for the elderly and disabled and twelve (12) for families. Demand for the Town's subsidized housing is very strong, particularly for the family units. According to the Milton Housing Authority, the **n**umber of applicants on the senior/disabled waiting list is 251 that includes 123 local applicants. The waiting time is ambiguous as the Milton Housing Authority averages only two or three vacancies per year at the senior/disabled complex. Thirteen and a half percent (13.5%) of senior housing must house young (under 60) disabled applicants. The Milton Housing Authority has met this percentage and therefore the wait time for these applicants on this list is longer.

MHA's Miller Avenue

The number of applicants on the family list is 500. Of that number, 62 are local families. **There has not been a vacancy in the family units in six years**! The Milton Housing Authority has two handicapped accessible units at the senior/disabled housing complex. The wait for one of these units is approximately five years.

It should also be mentioned that MHA owns and manages two group homes with a total of 11 units/beds, however, support services to the special needs residents are provided by other entities.

The Housing Authority has also been administering 144 Section 8 Housing Choice Vouchers and three vouchers from the Massachusetts Rental Voucher Program (MRVP). These rental vouchers enable income-eligible households to find housing in the private market with the voucher subsidizing the difference between a Fair Market Rent (FMR) and a percentage of the household's income.[24] Voucher holders have been finding it challenging to find units in Milton as spikes in rental costs have resulted in fewer participants being able to live in Milton with only 12 of the voucher holders leasing units in Milton. The Milton Housing Authority is now also administering six Veteran Administration Subsidized Housing (VASH) vouchers.

MRE's Unquity House

Much of the privately owned housing is run by the Milton Residences for the Elderly (MRE). Milton Residences for the Elderly, Inc. (MRE) is a private not for profit corporation which developed and manages two private not for profit corporations. MRE's first development, Unquity House Corporation, includes 139 units of affordable senior housing consisting of 99 one-bedroom apartments with approximately a two-year current wait time; and 40 studio apartments with approximately a 1-year to 1.5-year wait times. While the affordability of these units was due to expire, it was extended until at least 2030 through project-based subsidies through the RAD Project (Rental Assistance Demonstration Project).

MRE also owns and manages Winter Valley Residences, Inc., which has 160 affordable units of housing for seniors and the physically disabled. There is a mix of assisted living, one-bedroom, two-bedroom, and efficiency units, of which 132 units are subsidized under the HUD Section 202 Program. The other 28 units are considered market. Depending on the type of unit, the wait is currently between two and four years. The affordability of these units, while due to expire in 2020, has also been extended through refinancing.

MRE's Winter Valley Development

Both communities provide a full activities program, a hairdresser, laundry facility and a library on the property. Transportation is provided for van trips and MRE offers car service to residents for their personal local appointments.

The Fuller Village development has 321 units, including 80 units that are counted as part of the SHI. It is divided into two neighborhoods, Blue Hill and Brush Hill, with most units involving a life lease purchase and monthly service fees. The market rate prices for Fuller Village were priced significantly lower than market comparables with units starting at $250,000 for an apartment-style unit. The most expensive two-bedroom unit is priced at $355,000 with a monthly maintenance fee of $1,490. The affordable units range from $206,000 to $296,000 depending on square footage and location. Fees are from $1,080 to $1,385. Fuller Village has maintained its affordable prices since June 2017 and does not intend on raising them.

[24] The 2019 Fair Market Rents (FMRs) for the Boston metropolitan area by unit size include: efficiency = $1,608, one-bedroom = $1,801; two-bedroom = $2,194, three-bedroom = $2,749, four-bedroom = $2,966.

There are 63 applicants on the wait list for the affordable units and 97 waiting for market rate units. Since there are far fewer affordable units, the wait times for these units are longer.

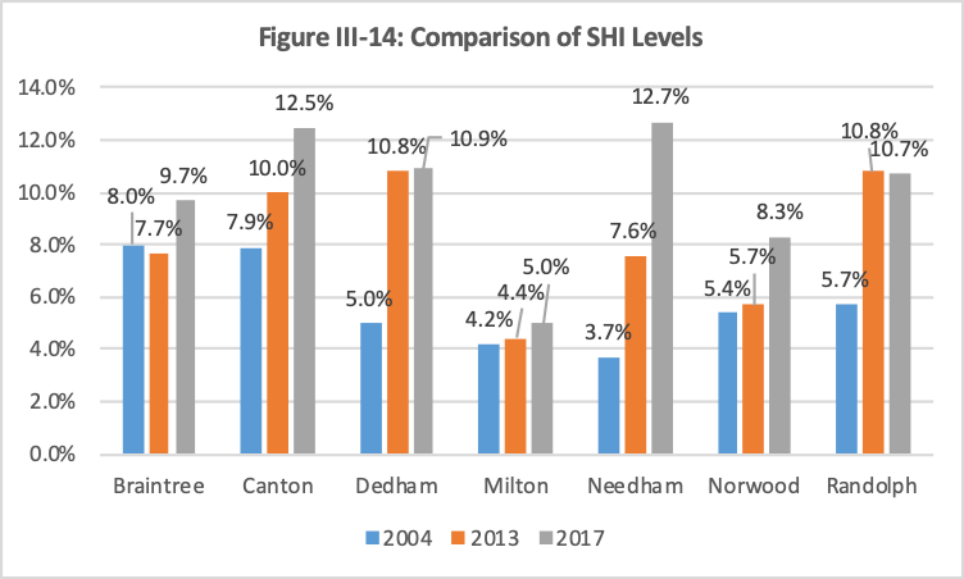
The development has 13 handicapped accessible residences, one for the hearing impaired, and an additional 27 units that are partially accessible.

Table III-27: Milton's Subsidized Housing Inventory (SHI), May 2013/July 2019

Project Name	# SHI Units	Project Type/ Subsidizing Agency	Use of 40B	Affordability Expiration Date
65 Miller Avenue*	40	Rental – elderly disabled/DHCD	No	Perpetuity
121 Central Avenue**	8	Rental – special needs/DHCD	No	Perpetuity
753 Blue Hill Avenue**	2/6	Rental – special needs/DHCD	No	Perpetuity
Eliot Street*	2	Rental – families/DHCD	No	Perpetuity
Central Avenue*	2	Rental – families/DHCD	No	Perpetuity
Lothrop Avenue*	2	Rental – families/DHCD	No	Perpetuity
Brook Road*	2	Rental – families/DHCD	No	Perpetuity
Blue Hill Avenue*	2	Rental – families/DHCD	No	Perpetuity
Tucker Street*	2	Rental – families/DHCD	No	Perpetuity
Unquity House	139	Rental – elderly/MassHousing	No	2014
Winter Valley Housing	129	Rental – elderly/HUD	No	2020
Winter Valley Phase II	32	Rental – elderly/HUD	No	2031
Fuller Village Phase II	33/82	Rental -- elderly/DHCD	No	Perpetuity
DDS Group Homes	20/18	Special Needs Rental/DDS	No	NA
DMH Group Homes	7	Special Needs Rental/DMH	No	NA
The Residence at Brook Hill	2	Ownership – DHCD	No	Perpetuity
Woodmere at Brush Hill	4	Ownership – DHCD	No	Perpetuity
TOTAL	426/479	434 rentals, 39 special needs rentals, and 6 ownership	No 40B units	

Source: Massachusetts Department of Housing and Community Development, May 22, 2013/July 22, 2019
* Milton Housing Authority units. ** Group homes that are owned and managed by MHA but services are provided to residents by outside vendors.

Figure III-14 compares Milton's progress in reaching the 10% affordability goal under Chapter 40B to its neighbors. While none of the communities had reached 10% in 2004, Canton, Dedham and Randolph had surpassed the 10% threshold by May 2013. By September 2017 (the latest state report available), all of the communities had surpassed the 10% affordability level with the exception of Braintree at 9.7%, Norwood at 8.3% and Milton at 5.0%.



It should be noted that when the 2010 census results were released, the year-round housing totals increased for all communities, reducing the level of SHI units somewhat. For example, the year-round housing unit total increased from 9,142 units to 9,641 in the case of Milton. When the 2020 census figures become available, the year-round figure will change once again, likely still not surpassing 10,000 units.

It should also be noted that there are a number of developments where affordability restrictions are due to expire that would remove them from the SHI. These include Unquity House that received an extension of the Section 8 subsides through 2029 and the Winter Valley projects with an expiration date in 2029 for phase 1 and 2020 for phase II. Because these developments are sponsored by a mission-led organization to promote affordable housing for seniors, it is likely that the owner will work to extend the affordability provisions. Nevertheless, the Town should still monitor these developments and intervene if necessary, to ensure the appropriate extensions of affordability.

2. Potential Projects

There are a number of housing-related initiatives that are in various stages of planning and development including the following:

- *131 Eliot Street*
  Connelly Construction Company is redeveloping the old Hendries Ice Cream property at 131 Eliot Street, demolishing the former building and constructing a five-story building on Central Avenue and a lower adjoining building on Eliot Street next to an MBTA train stop. The development will include 38 condominiums, four of which will be affordable, as well as 3,800 square feet of retail space. The property was permitted through a special permit and site plan approval. Construction has been delayed for well more than a year due to environmental issues.

- *Town Farm*
  The Governor Stoughton Trust manages the Town Farm and is entrusted in ensuring that the restrictions on the deed are upheld, particularly the need to dedicate the property to serving the

poor of the town. The property includes about 34 acres of which 30 were sold to Pulte Homes, which plans to build 23 luxury homes.

The Town has engaged a consultant to undertake a financial feasibility analysis of developing affordable housing on the remaining four acres of the site. It then hopes to prepare and issue a Request for Proposals (RFP) to select a developer to build affordable rental housing. Such a project is a major component of this Housing Production Plan. Some of the $5 million sales proceeds could be important in ensuring project feasibility and leveraging other sources of financing.

- *Wolcott Woods*
  Northland Residential Corporation has received approvals to develop 54 units of new age-restricted (55 and over) two and three-bedroom townhouses on 47 acres off of upper Canton Avenue. The new development is envisioned to fill a void in the local housing market for townhouses especially designed for "Active Adults". The project will involve the preservation of 60% of the land as open space as well as three existing historic homes including the Devens House, Manor House, and the Wolcott House. The project is being developed in accordance with the Town's Great Estate Planned Unit Development (PUD) zoning and Scenic Road bylaw."

  The property is bordered by the Blue Hills Reservation on two sides and once belonged to Roger Wolcott who was the Governor of Massachusetts at the end of the 19th Century. Northland purchased the property from the Carberry family. A requirement of the Special Permit is six (6) off-site affordable units. These must be eligible for inclusion in the SHI.

- *East Milton Square*
  The Town has been exploring the feasibility of mixed-use development in East Milton Square. This included a data report prepared by the Metropolitan Area Planning Council (MAPC) that provided the basic information to undertake an Urban Land Institute (ULI) Technical Assistance Program (TAP) grant. The TAP included a charrette on development options and the possibility of a follow-up Chapter 40R Smart Growth Overlay District feasibility study. There are hopes for significant redevelopment opportunities in the area, and a developer has already proposed a mixed-use building. East Milton Square continues to be a smart location for guiding new development including more diverse housing types.

- *Milton Village*
  A key Master Plan recommendation is the adoption of a Mixed-use Overlay District that would encourage over the shop housing as well as additional retail and dining options, pocket parks, and streetscape improvements. Pursuant to this recommendation, the Town commissioned a study of adopting such zoning in the Milton Village/Milton Landing area, beginning work with MAPC in 2017. The Master Plan Implementation Committee, with support from the Town's Planning Department and with Town and MAPC funding plus additional support from a Barr Foundation grant, is overseeing the study which includes the preparation of a zoning bylaw, the Milton Village Mixed-use Planned Unit Development (PUD) bylaw. Key components of this zoning are incentives for streetscape improvements, water access, historic preservation and affordable housing through density bonuses. More detailed information on this draft bylaw is included in Section IV.B.

- *Selectmen's Parcel off Access Road*
  The Town owns a 3½-acre parcel that is next to the Golf Course that might accommodate some housing. The property is currently under the control of the Select Board. Additionally, a developer owns an adjacent parcel of more than two acres and has indicated an interest in a potential Chapter 40B townhouse development. Combining the two properties could lead to a more significant housing development, including affordable units.

- *Kidder Library*
  The idea of converting the Kidder Library to housing has been floated as the Library Board has raised the possibility of conveying the property to the Select Board to sell for another use. Such a conversion would be challenging however, given the expected high costs of redeveloping this property for housing.

- *Veteran's Housing*
  A developer has expressed an interest in building up to 30 units of housing at the American Legion Post at 123 Granite Avenue. At this point, such a project would require professional capacity from another entity to sponsor the development and the necessary permitting and financing for small units that could include other target populations in addition to veterans.

- *711 Randolph Avenue*
  Holland Construction originally proposed a rental project of 72 units with 36 three-bedroom units on seven acres on Randolph Avenue through a comprehensive permit with MassHousing as the subsidizing agency. The developer received its site eligibility letter from MassHousing that enabled it to file a comprehensive permit application with the Milton Zoning Board of Appeals (ZBA). The Town raised concerns about environmental issues, density, access, design and title. The developer agreed to change the project to 90 units and only nine three-bedroom units to reduce school capacity impacts. The ZBA approved 35 units which the developer appealed to the state's Housing Appeals Committee (HAC) and won. The neighbors have remained averse to the project, and the Town has filed litigation at the Land Court which is further delaying the project.

- *Ford Ranch Road – Wentworth Farm Drive*
  A local developer applied under current zoning and ultimately was denied a special permit by the Planning Board for a three-lot Open Space Development (each site needed a minimum of 4 acres each). He then proposed a 90-unit Chapter 40B development that was reduced to 40 townhouses and still attracted substantial neighborhood pushback. The current project configuration is for 10 single-family homes with an agreement to provide some funding for the Affordable Housing Trust.

- *Randolph Avenue Assisted Living*
  A 92-unit assisted living facility was proposed for the former site of Horseplay Stables to include nine (9) affordable units or 10% of the total number of units. The Town approved Assisted Living Residence Development (ALRD) zoning for the development at its May 2013 Town Meeting, however, the agreement with the developer expired. The property owner has expressed some interest in housing development, but it is unlikely that this project will move ahead in the foreseeable future.

D. Priority Housing Needs

Based on the indicators of need included in this Housing Needs Assessment, the extent of unmet local needs for affordable housing is well beyond what could be accomplished by meeting the 10% state affordability goal and suggest the following housing priorities:

Produce Subsidized Rental Housing for Households with Limited Incomes

There is a sizable population of those who are seniors, have special needs and/or have very low incomes who have significantly reduced capacity to secure decent, safe and affordable housing in Milton. Increasing poverty and disparities between the incomes of owners and renters suggest the need for more subsidized rentals.

Indicators of Need:

Growing numbers of lower income households

- Of the 8,970 households in 2017, 206 or 2.3% had incomes of less than $10,000 and another 718 or 8.0% had incomes between $10,000 and $24,999. An additional 357 households or 4.0% had incomes in the $25,000 to $34,999 range. Consequently, the total number of households within these income categories was 1,280 or 14.3% of all households, significantly higher than the 714 or 7.7% of households earning below $35,000 as reported in the 2011 census estimates.
- There were 1,129 residents living below the poverty level in 2017, down from 1,350 in 2011, but still high given the relative affluence of Milton. This might point to improvements in the financial situations of some households but may also suggest that some very low-income residents had to leave the community in search of more affordable living conditions. Of some concern is the increase in poverty among those 65 years of age older, growing from 229 to 397 residents or from 5.5% to 9.2% between 2011 and 2017.

Substantial income disparities

- There was a significant difference between the median incomes of owners and renters, at $144,363 and $51,161, respectively, as well as by age with a median of $159,464 for those age 45 to 64 compared to $53,019 or those 65 years of age or older. Additionally, the income of families of $151,120 was more than triple that of nonfamilies of $42,369.

High affordability gaps

- The affordability gap for rentals is $675, the difference between the median rent of $2,875 and what a household earning at 80% of area median income ($80,300 for a household of three) can afford or $2,200. The gap increases to about $1,800 for the median income earning renter household which can afford a rent of about $1,079.[25]

High cost burdens[26]

- Of the 1,219 renter households earning at or below 80% AMI, 784 or 64% were spending too much on their housing including 435 or 36% spending more than half of their income on housing costs.

[25] Assumes households are spending no more than 30% of their income on housing costs including average monthly utility costs of $200.

[26] Costs burdens are defined as spending more than 30% of household income on housing costs, whether for rental or ownership. Severe cost burdens involve spending more than half of income on housing.

- About two-thirds or 520 of the 780 elderly renter households earning less than 80% AMI were overspending, including 255 or 33% with severe cost burdens. Of particular concern are the 190 seniors earning at or below 30% AMI with severe cost burdens.
- Of the 284 small families (2 to 4 member households) who had incomes at or below 80% AMI, 72% were overspending. Of particular concern are the 150 small families with severe cost burdens earning between 30% and 50% AMI.
- Thirty of the 50 large families (5 members or more) earning at or below 80% AMI had cost burdens.
- Of the 105 non-elderly and non-family households earning at or below 80% AMI, 30 were overspending, all with severe cost burdens.
- Based largely on cost burdens, Table III-29 estimates unmet housing need for rental housing at 939 units or about half of all rental units, 884 or 46% for those earning at or below 80% AMI.

Large demand for subsidized units

- There are 500 applicants on the waiting list for the 12 family units that are owned and managed by the Milton Housing Authority (MHA) including 62 local families. There has not been a vacancy in these units in six years. There are in fact very few SHI units available to families.
- There are 251 applicants on the Housing Authority's waiting list for their housing for the elderly and disabled (123 are Milton residents) with only two to three vacancies per year.
- At Fuller Village there are 63 applicants on the wait list for the affordable units and 97 waiting for market rate units. Since there are far fewer affordable units, the wait times for these units are longer.
- Depending on the type of unit, the wait is currently between two and four years for MRE's Winter Valley units and one year to one and a half years at Unquity House.

Goal: Most new units produced will be rentals based on the above indicators of need as well as the following considerations:

- Target the needs of the community's most vulnerable residents with very limited financial means as rental housing is typically more affordable and requires less up-front cash.
- Promote greater housing diversity as 82% of Milton's housing stock is comprised of homeownership units and 75% involve single-family detached homes. More housing options are necessary to meet the needs of local workers who are priced out of the housing market, people who grew up in Milton and want to raise their own families locally, and empty nesters for example.
- Offer greater local control over affordable housing development as all units in a Chapter 40B rental development count towards the Town's 10% affordability goal and annual housing production goals as opposed to only the affordable units in homeownership developments. Meeting these goals will enable the Town to obtain a safe harbor against what it might consider to be inappropriate 40B applications that do not meet local housing needs.
- Invest local subsidy funds in support of greater numbers of households/occupants over time as rentals turnover more regularly than ownership units.
- Provide more appropriately sized units for increasing numbers of smaller households.
- Provide opportunities for some seniors who are "over-housed" and spending far too much of their fixed incomes on housing to relocate to more affordable and less isolated settings, opening up their homes to families requiring more space.

- Leverage other funds as state and federal resources are almost exclusively directed to rental housing development, family rentals in particular.
- Enhance the ability to qualify occupants for housing subsidies as state requirements for including units on the SHI make it very difficult for long-term homeowners to be eligible for subsidized or assisted housing based on asset limitations.
- Provide opportunities for mixed-income housing where several different income tiers can be accommodated within the same project.

Create Opportunities for Young Families to Purchase Homes and Invest in the Community

Efforts to enable children who grew up in town to raise their own families locally as well as to provide opportunities for local workers to live in the same community in which they work should be pursued, providing some opportunities for starter housing which the private housing market is no longer producing without subsidies.

Indicators of Need:

Demographic trends towards fewer younger adults

- Demographic trends suggest that those in the child formation period of their lives are decreasing, likely related to the difficulty that younger families and workers face in finding housing they can afford in Milton. For example, those age 25 to 34 decreased from 13.4% to 7.2% of the total population between 1990 and 2011 and then rose only modestly to 7.7% according to 2017 census estimates. There was also a net decrease in those age 35 to 44 of 8.6% between 1990 and 2017.
- Population projections generally point to declines of those less than 64 years of age.

High and rising housing costs

- Historic housing sales information indicates that median single-family sales prices have been rising considerably from $450,000 in 2012 to $700,000 as of May 2019. The condo median was $372,500 in 2012, increasing to $1,027,500 as of May 2019, largely reflective of the extremely high prices of the Woodmere development.
- A review of housing sales between July 2018 and June 2019 indicates that there were no sales for less than $200,000 and only three in the $200,000 to $300,000 range. About 40% of sales occurred between $500,000 and $700,000 with half of the units selling for more than $700,000 including 20% for over $1 million.

Widening affordability gaps

- There is an affordability gap of $142,600, the difference between what the median income earning household can afford ($557,400) and the median single-family house price ($700,000). The high upfront cash requirements effectively widen this gap, particularly for those who do not have equity in a previous home, substantial savings, or a major gift.
- There is a gap of $387,000 for those low- and moderate-income households earning at the 80% of area median income limit, or $80,300 for a family of three based on HUD 2019 income limits.[27] These households are unable to afford a house costing more than $313,000 assuming they can qualify for subsidized mortgages like the ONE Mortgage Program or a MassHousing mortgage without private mortgage insurance and at least 95% financing.

[27] The average household size was 2.86 persons based on 2017 census estimates.

- The gap increases to almost $700,000 for a single-person household earning at the 80% AMI limit of $62,450 who could afford a home for no more than about $243,500.

Increasing cost burdens

- Of the 1,495 owner households earning at or below 80% AMI, 1,144 or 76% were cost burdened including 750 or half with severe cost burdens.
- A significant number of these lower-income, cost-burdened households are seniors including 855 households with 610 or 71% experiencing cost burdens, 390 or 46% with severe cost burdens. It should be noted that it is difficult for long-term owners to qualify for affordable housing subsidies given financial asset limits, although other public interventions to limit financial hardships can be explored.
- There were also considerable cost burdens among families including 484 families earning at or below 80% AMI with 310 or 64% having severe cost burdens.
- There were also 65 non-elderly, non-family owner households earning at or below 80% AMI of which 50 or 77% were experiencing severe cost burdens.

Goal: An estimated 15% of units produced should be for affordable homeownership, representing about 38 units over five (5) years.

Provide Greater Handicapped Accessibility, Supportive Services and/or Smaller Units for Disabled and an Increasing Elderly Population

Population projections suggest that aging Baby Boomers will create a need for more housing that is smaller and easier to maintain by empty nesters and younger seniors in the years ahead in addition to significant numbers of residents with disabilities.

Indicators of Need:

Demographic trends towards an aging population

- There were substantial increases in those age 45 to 64 between 1990 and 2010, many who were aging during this period as part of the Baby Boom generation. There were 5,097 residents in this age category in 1990, rising to 7,924 by 2010, representing a 55.5% level of growth despite nearly flat total population growth.
- There are substantial projected increases in the population 65 years of age and older, from 15.4% in 2010 to an estimated 25.8% by 2030, representing a gain of 3,006 residents in this age category and growth of 72% based on MAPC "Status Quo" figures. This growing population will require more units with handicapped accessibility and supportive services.
- The Council on Aging reports that seniors are becoming increasingly frustrated by the increasing housing costs, including taxes and utility bills, in tandem with limited places to downsize. Units at Winter Valley and Unquity House have long waits while "you would have to have put your name on the wait list long ago to have a chance at a unit in the Home, Inc. development". Some seniors have had to leave the community in which they invested their whole adult lives, supporting the series of local overrides, in search of more affordable living conditions. It is reported that many moved to more affordable condos and apartments in Canton for example. "Seniors are tired of being told how much their house is worth when they are struggling to stay in the community."

High level of special needs

- A total of 2,160 residents claimed some type of disability according to 2017 census estimates, representing about 8% of Milton's population.
- In regard to the population 65 years of age or older, 1,331 or almost 32% claimed some type of disability according to the 2017 census estimates.

Goal: At least 10% of all units produced for families and 20% for seniors or single individuals should include handicapped accessibility and supportive services. Goal of 40% of produced rental units and 25% of ownership units that are smaller for increasingly older residents and single individuals.

Table III-29: Distribution of Unmet Housing Needs

Households by Income and Tenure	All Units	Housing Available That is Affordable	Unmet Need*
Rentals			
Extremely Low Income (At or below 30% AMI)	494	200	294
Very Low Income (30% to 50% AMI)	430	85	345
Low to Moderate Income (50% to 80% AMI)	295	50	245
Subtotal	*1,219*	*335*	*884*
80% to 100% AMI	104	70	34
Above 100% AMI	605	585	20
Total Renter Households	***1,928***	***990***	***938***
Homeownership			
Extremely Low Income (At or below 30% AMI)	425	30	395
Very Low Income (30% to 50% AMI)	425	86	339
Low to Moderate Income (50% to 80% AMI)	645	235	410
Subtotal	*1,495*	*351*	*1,144*
80% to 100% AMI	345	188	157
Above 100% AMI	5,300	4,696	604
Total Owner Households	***7,140***	***5,235***	***1,905***
TOTAL ALL HOUSEHOLDS	**9,068**	**6,225**	**2,843**
Types of Households	**All Units Occupied By Those Earning ≤ 80% AMI**	**Housing Available That is Affordable to Those Earning ≤ 80% AMI**	**All Those with Cost Burdens/Unmet Needs Occupied by Those Earning ≤ 80% AMI**
Seniors (62 and over)	780 Renters 855 Owners	260 Renters 245 Owners	520 Renters (66.7%) 610 Owners (71.3%)
Families	334 Renters 575 Owners	100 Renters 91 Owners	234 Renters (70.1%) 484 Owners (84.2%)
Non-elderly Individuals	105 Renters 65 Owners	75 Renters 15 Owners	30 Renters (28.6%) 50 Owners (76.9%)

Source: U.S. Department of Housing and Urban Development (HUD), SOCDS CHAS Data, 2015. *Includes all those spending too much on their housing per Table III-24.

Table III-30 presents targeted affordable housing development goals based on priority housing needs over the next five years. The total figure of 250 is largely based on the annual housing production goal of 48 units that will increase somewhat when the 2020 census figures are released.
As noted in the opening parts of this section, given a list of considerations, rental housing should be the Town's top priority. This table suggests a breakdown of 85% to 15% of rental to homeownership units or 212 to 38 affordable units, respectively. All of the ownership units that are included in the SHI are small-scale projects and it is therefore likely that such future units will be produced on this basis as well through Habitat for Humanity or other private developers.

On the other hand, projects that involve some significant scale and can reach households earning at or below 50%-60% AMI with some potential inclusion of units for households with incomes of less than 30% AMI can be pursued through a mix of state and local financing, including the Low Income Housing Tax Credit Program, to produce higher numbers of units towards meeting housing goals.

These priorities also address another priority housing need related to providing barrier-free units and supportive services where feasible, representing 20% of the one-bedroom units and 10% of the two- and three-bedroom units.

Table III-30: Summary of Priority Housing Needs and Targeted Development Goals

Rental Units	**Seniors + Single Persons/ One Bedroom Units @ 40%**	**Small Families/2 Bedrooms @ 50%**	**Large Families/3+ Bedrooms @ 10%**	**Total 5-Year Goal**
Rental @ 85%	85	106	21	212
Ownership Units	**Seniors + Single Persons/ One Bedroom Units @ 25%**	**Small Families/2 Bedrooms @ 25%**	**Large Families/3+ Bedrooms @ 50%**	**Total/5-Year Goals**
Ownership @ 15%	10	10	18	38
Total	95	116	39	250
Special Needs* (% of total units)	(19)	(12)	(4)	(35)

Source: 2015 HUD SOCDS CHAS and Karen Sunnarborg Consulting

* Represents at least 10% of all units created in family housing and 20% in senior and single-person housing. For example, of the total 95 projected total one-bedroom units produced, largely directed to seniors, individuals, or those with disabilities, 20% or 19 would involve handicapped accessibility and/or supportive services.

It should also be noted that while the focus of Milton's housing agenda is providing housing for those most in need, the Town will also explore opportunities to integrate "workforce housing units" for those earning above 80% AMI but still priced out of the community's high-priced housing market.

Promote Housing Preservation and Stabilization

While new housing production is the top priority, housing preservation and stabilization strategies are also key to this Housing Production Plan. While these investments most likely cannot be counted as part of the SHI or towards annual production goals because they do not meet state requirements, they still serve pressing local housing needs.

Indicators of Need:

Housing Preservation – Aging and historic housing stock

- About half of Milton's housing units were built prior to World War II with another 40% built between 1940 and 1980. Some of these aging units likely have deferred maintenance needs.
- Those homes built prior to 1978 likely have traces of lead-based paint, posing safety hazards to young children.
- Given the age of the housing stock, many homes and neighborhoods have historic significance that require extra attention to preserve for future generations.

Goal: Make referrals to existing regional programs and services and Identify resources to introduce technical and financial support for qualifying homeowners to make essential health and safety improvements including home modifications for an increasingly aging population and special needs residents.

Housing Stabilization – Residents struggling to remain in their homes

- The Milton Residents Fund, which is supported by a number of special gifts and funds, provides emergency assistance to qualifying Milton residents, as needed, primarily to prevent utility shutoffs and evictions and promote safe and stable housing. They support about 187 gifts per year, not including Holiday gifts, and see first-hand how many residents are struggling to remain in the community given such high housing costs, including property taxes and utility bills.
- The Quincy Community Action Program (QCAP) provides programs and services to help stabilize lower income households including fuel assistance and home modifications for people with disabilities for example. There are also a multitude of other agencies that are available to provide needed housing services to qualifying Milton residents.

Goal: Make referrals to local and regional housing programs and services and provide additional support as feasible to local efforts to help stabilize individuals and families.

In conclusion, there is a need to provide support to all these types of households along a wide range of incomes. Everyone should have a right to safe and affordable housing which is so fundamental to stabilizing both individuals and families who may be living in substandard conditions and/or spending far too much for their housing. The whole community benefits when all residents have a decent and affordable place to call home.

IV. CHALLENGES TO PRODUCING AFFORDABLE HOUSING

It will be a great challenge for the town of Milton to create enough affordable housing units to meet the state's 10% affordable housing standard and local needs. Current constraints to such development including the following:

A. Limited Developable Land

Challenges: As an older established community, Milton has less land available for development than many other communities in the region, and remaining property has become increasingly valuable and difficult to develop. Subsequent to Milton's building boom years prior to 1960, homebuilding in Milton has averaged fewer than 50 dwelling units per year, with the housing stock growing at about ½% per year. During recent years the number of building permits has dropped significantly with only 177 new units produced, 13 of which involved teardown activity for a net of 164 new units. The average number of units created per year was then about 17 between 2010 and August 2019.

Because of the dwindling supply of developable land, the Town can expect that a substantial share of new building will occur through redevelopment of previously developed sites and areas involving the "recycling" of property rather than consuming vacant land. That building is likely to include single-lot "tear-downs" of relatively small dwellings being replaced with substantially larger ones, leaving the number of dwelling units unchanged, but increasing their value and diminishing their potential affordability. As redevelopment efforts broaden to include former commercial and light industrial properties, environmental issues may be confronted and some remediation on selected parcels may become necessary that will increase project budgets and the time required to produce new units.

Mitigation Measures: It will be important to guide future development to appropriate locations, particularly the village centers, maximizing density in some areas and minimizing the effects on the natural environment and preserving open space corridors and recreational opportunities. Therefore, changes to the Town's Zoning Bylaw will be necessary to make such development possible and to integrate incentives for including public benefits, affordable housing in particular. The Town is preparing Village Mixed-use Zoning in Milton Village to promote such development and has adopted Planned Urban Development (PUD) bylaws in various locations to cluster new development and preserve open space, also mandating the inclusion of affordable housing.

B. Zoning

Challenges: As is the case in most American communities, a zoning bylaw or ordinance is enacted to control the use of land including the patterns of housing development. Like most localities in the Commonwealth, Milton's Zoning Bylaw provides for relatively low housing densities which constrains the construction of affordable housing that is typically reliant on economies of scale, particularly in areas with very high land costs such as Milton.

The Milton Zoning Bylaw contains four principal residential districts and four special purpose districts, each with its own requirements as summarized in Table IV-1.

Table IV-1: Milton Zoning Districts

District	Minimum Lot Size	Frontage Requirement
Residence A District	40,000 square feet	150 feet
Residence AA District	80,000 square feet	150 feet
Residence B District	20,000 square feet	100 feet
Residence C District	7,500 square feet	75 feet
Residence D District	100,000 square feet for elderly housing	50 feet/no more than 25% lot coverage
Residence D-1 District	20 acres for elderly/disabled housing not to exceed 160 units	150 feet
Residence D-2 District	25 acres for elderly/disabled housing not to exceed 332 units	300 feet
Residence E District	25 acres/at least 70% of land preserved as open space	

Other provisions that are currently part of local zoning that were adopted to promote smart growth development and a greater diversity of housing types include:

- *Cluster Development*
  Cluster development is intended to "encourage development on large tracts of land in a manner which preserves open space and topography, wooded areas, and natural features of substantial portions of those tracts, and to provide a process requiring careful site planning and high quality design resulting in developments in harmony with the surrounding open spaces which enhance the neighborhoods in which they occur and the Town as a whole."[28]. This provision requires single-family house development.

  In the May 2014 Town Meeting, changes to the original bylaw were approved that provided for increased density. The new bylaw also required that there be some inclusion of affordable housing with the following language:

  "In a Cluster Development containing less than 10 building lots, an application may provide for an additional building lot to be used for a single-family dwelling, suitably restricted so as to count on the state's Subsidized Housing Inventory (SHI) or its future equivalent, or in lieu thereof the application may provide for a monetary contribution to the Town's Affordable Housing Trust Fund in an amount which is reasonable as determined by the Planning Board under the relevant circumstances. In a Cluster Development containing 10 or more lots, 10% of the lots (rounded to the nearest whole number) shall be suitably restricted so that the single-family dwellings built thereon shall count on the SHI or its future equivalent."[29]

- *Attached Cluster Development*
  This provision is only applicable in the Residence E District which comprises the Quisset Brook development that is built out under the bylaw. The bylaw allows for a greater mix of housing types and somewhat greater densities than allowed in the other residential zones without a significant increase in population density or public service requirements. The bylaw defines the Attached Cluster Development as "a complex of attached single-family units, each unit

[28] Town of Milton Zoning Bylaw, Article VI.J.
[29] Town of Milton Zoning Bylaw, Article VI.J.6.

separated by party walls from the other, located on the parcel of land having an area of not less than 25 acres and the development shall be so laid out that there should be groups of dwellings within the complex with suitable common and open space adjacent to and surrounding it."[30] Other requirements include at least 70% of the parcel must be maintained as open space, height restrictions of 2½ stories, and densities not to exceed one unit per each 25,000 square feet with the average number of 2.5 bedrooms per unit. These requirements result in densities that are well below what is typically required to make affordable housing feasible and have very limited applicability. Approval is obtained through a special permit.

- *Planned Unit Development (PUD)*
  The Zoning Bylaw allows mixed-use development on lots of at least 80,000 square feet in the Milton Village/Central Avenue Business District under a special permit. The number of housing units cannot exceed one unit per 2,000 square feet, but at the discretion of the Planning Board could potentially be one unit per 1,000 square feet. Additionally, the total gross floor area of all buildings, excluding below grade basements and parking areas, cannot exceed 0.8 times the area of the lot but under certain conditions can be 1.6 times the area of the lot. At least 30% of the lot area must be set-aside as open space, which must be accessible to the public to the greatest extent possible. While this provision moves in the right direction towards promoting smart growth, the restrictions do not provide any incentives to encourage affordable housing. (Section III.I of the Zoning Bylaw)

  An amendment to the bylaw continued to allow mixed-use development in the Central Avenue Business District under a special permit but the number of units changed to one per 1,000 square feet of qualifying lot area, plus a possible bonus of up to 30% for streetscape improvements. FAR (floor area ratio) cannot exceed 1.5 times the area of the lot plus a possible bonus of 15% for the preservation of natural features and provision of significant amenities. Additionally, 10% of the total housing units are required to be affordable and qualify for inclusion in the Subsidized Housing Inventory (SHI).

- *Central Avenue Planned Unit Development (PUD)*
  The Town amended the PUD bylaw for the Central Avenue Business District that reduced the minimum lot area to 20,000 square feet to permit development on moderately-sized lots with good access to transit, to combine both business and residential uses, and provide significant amenities to the public in the Central Avenue Business District.[31] This revised bylaw extended housing density bonuses for streetscape improvements and included a mandate that 10% of all housing units be affordable and eligible for inclusion in the SHI. The project at 131 Eliot Street was permitted under this bylaw.

- *Accessory Apartments*
  The Zoning Bylaw refers to accessory apartments as temporary apartments within detached one-family dwellings. The bylaw only permits these units under a time-limited special permit (through the Board of Appeals) in owner-occupied homes where at least one of the tenants is a family member. The units cannot be more than 800 square feet in size or greater than one-third the floor area of the existing house. The temporary apartment must be entirely contained within the existing house or on the second floor of a garage without any exterior indication of its

[30] Town of Milton Zoning Bylaw, Article VI.K.
[31] Town of Milton Zoning Bylaw, Article III.J.

existence with the exception of safety requirements. Any additional parking that is required must be screened from the view of neighbors. The term of the special permit is four (4) years. The Town has found that the enforcement of this four-year period has proven challenging as owners have rarely come forward to renew their permits. Approximately 28 permits have been issued. (Section III.A of the Zoning Bylaw)

- *Planned Unit Townhouse Development (PUTD)*
  The Planning Board adopted a bylaw to promote cluster development of townhouse condominium units at a density of 4.5 units per acre. This bylaw was presented for approval at the October 2014 Town Meeting to fulfill a number of purposes including "to permit well-designed townhouse development on large tracts of land adjoining property where multi-unit, high density development currently exists. The proposed bylaw provision includes a requirement that 10% of the housing units must be affordable and count on the SHI provided that in developments of less than 10 units there may be a payment to the Town's Affordable Housing Trust in an amount determined by the Planning Board in lieu of the provision of an affordable unit. The Woodmere at Brush Hill development was permitted under this bylaw.

- *Great Estates Planned Unit Development (PUD)*
  The Great Estates Planned Unit Development Bylaw was created to "permit well-designed, multi-unit attached or detached townhouse development on existing large tracts of land" on properties that contain at least 46 acres, have frontage of at least 1,500 feet, and where there at least two single-family dwellings exist that were constructed before 1900. The bylaw also requires that the housing units be age-restricted to those 55 years and over and that 10% of the total number of housing units be affordable, not age-restricted, and count as part of the SHI. The bylaw also allows the off-site provision of the affordable units based on certain provisions. This zoning was created for the Milton Woods development and modified for the Wolcott Woods project.

- *Parkway Planned Unit Development (PUD)*
  The Town created and passed new zoning through the Parkway Planned Unit Development (PUD) bylaw for the property known as the Ice House on 2.5 acres along Blue Hill Parkway. The zoning was adopted to permit the development of 12,000 square feet of commercial space for a small food market and five to twelve small residential units on the lot, with the additional ability of potentially having a smaller 3,000 square foot bank building.

  The bylaw includes affordability requirements such that one of the housing units must be affordable and included in the SHI. However, if fewer than six apartments were developed, the developer would be allowed to provide a payment to the Town's Affordable Housing Trust in an amount determined reasonable by the Planning Board. The bylaw further stipulated that if at least three affordable units were created, involving 25% or more of the total number of apartments, and all units can be counted as part of the SHI, then the total floor area of the second building may be increased by up to 6,000 square feet of residential use beyond what would otherwise by permissible and a third story would also be allowed. Further, the Planning Board can authorize an increase of 1,500 square feet (or less) of residential square footage if the developer can show it is needed to make the development of an affordable apartment financially feasible.

The Property owner has entered into a Purchase & Sale Agreement with a developer who is preparing a Chapter 40B application with the Massachusetts Housing Partnership (MHP) as the subsidizing agency for a sizable number of units, perhaps 80+.

- *Brownfield Planned Unit Development (PUD)*
  The Brownfield Planned Unit Development bylaw was adopted to "permit the reclamation of the sites of a discontinued industrial use which can be characterized as a 'brownfield' under federal or state law or state guidelines by the creation of quality residential development and by provision of public amenities".[32] This particular area includes the Bay State Paper Mill off of Truman Highway along the Neponset River. The bylaw specified that no more than 90 units could be built and at least 30% of the lot must be preserved as open space. Once again, 10% of the units must be affordable and qualify for inclusion on the SHI.

  The property has access issues as it is under the current Readville shuttle line (MBTA commuter rail/Purple Line) in a 9' X 11' box culvert. The owners received an order of conditions from the Milton Conservation Commission to remove the old mill structures.

- *Assisted Living Residence Development (ALRD)*
  The Assisted Living Residential Development (ALRD) bylaw was adopted to support the development of residences for people who are experiencing difficulties in living independently but do not require the level of care that is part of skilled nursing facilities. The bylaw was prepared to accommodate the development of a proposed 92-unit assisted living facility proposed for the former site of Horseplay Stables that would include nine affordable units or 10% of the total number of units. This project did not move forward, and the bylaw has not been used to date.

Mitigation Measures: This Housing Plan recommends a number of zoning and regulatory changes to promote smart growth and incentivize affordable housing including adopting additional zoning for mixed-use development, exploring inclusionary zoning, streamlining the permit approval process for affordable housing, amending the accessory apartment bylaw, and amending condo conversion provisions.

C. School Enrollment

Challenges: One of the major issues communities must consider when planning for housing development is the effect on existing Town services. This includes the capacity of local schools to absorb new students. Enrollments in the Milton Public School District have increased, from 3,807 students in the 2000-2001 school year to 3,836 in 2012-2013 and then to 4,139 in 2018-2019.

Enrollment projections from the New England School Development Council (NESDEC) indicate continued growth in enrollments to 4,465 students by 2023-2024 and 4,664 by 2028-2029 that will result in school capacity problems. For example, the NESDAC projections suggest a 34% increase in enrollments in the Elementary School grades that will result in a shortfall of 25.5 classrooms over 10 years. The NESDAC report outlined a number of options to address these capacity problems from converting art, music, and computer rooms into classrooms; constricting new classrooms within other areas of existing schools including additions; and renting modular classrooms; ranging substantially in costs.

[32] Town of Milton Zoning Bylaw, Article III.K.

Mitigation Measures: This Housing Plan is proposing that 85% of the housing units produced be rentals that have fewer children than ownership housing with household sizes of 2.01 and 3.05 persons, respectively. The Town might pursue Smart Growth Overlay Districts under Chapter 40R and 40S to spur mixed-use and mixed-income development in village areas. Chapter 40S under the Massachusetts General Law provides additional benefits through insurance to towns that build affordable housing under 40R (see Section VI.A.1 for information on 40R) that they would not be saddled with the extra school costs caused by school-aged children who might move into this new housing. 40S is intended to hold those communities participating in 40R harmless from costs added to school budgets as a result of the 40R related development.

D. Environmental Concerns

Challenges: Milton is the guardian of regionally significant natural resources such as the state-owned Blue Hills and Neponset River Reservations as well as numerous municipal parks and conservation areas. Most residents take pride in the community's natural treasures and are rightly concerned about conserving them. Some of these resources have presented challenges however, including the following environmental issues:

- Bedrock is at or near the surface in numerous areas.
- There has been some degradation of water quality as part of the Neponset River ecosystem as a result of development.
- There are 13 species that are recognized as rare, threatened or endangered in Milton, many located within the Blue Hills Reservation that contains a wide variety of plant and animal life and is an important wildlife habitat.
- There are numerous water resources including brooks, ponds, and wetlands that in addition to the Neponset River offer important wildlife habitats.

While regulations to protect the environment (e.g., wetlands, aquifers, floodplains, septic systems) are important and essential, they present challenges to development by reducing the amount of buildable land and increasing the time and costs of developing new housing.

Mitigation Measures: The Town has an active Conservation Commission to protect environmentally sensitive areas. The impacts of any new development will be identified as to how they affect the environment and what actions might be required to mitigate problems. The Town has also undertaken the following remediation measures:

- Worked with the Neponset River Watershed Association to revegetate the banks of the tributaries of the Neponset River to better control pollution.
- Supported the designation of 75% of the Blue Hills Reservation as a Priority Habitat by the Massachusetts Endangered Species Act.
- Preserved a substantial amount of open space to safeguard natural resources including 2,000 acres by the state Department of Conservation and Recreation (DCR) involving 25% of Milton's land area as well as additional conservation land owned by non-profit organizations (Trustees of the Reservations and Historic New England) as well as individual property owners.
- Focused on efforts, including new zoning, to promote the redevelopment of areas where mixed uses and greater density is more appropriate, including Central Avenue, Milton Village, Milton Landing and East Milton for example, as well as the development of large estates where new clustered zoning is required to preserve open space and natural amenities.

E. Availability of Subsidy Funds

Challenges: Financial resources to subsidize affordable housing preservation and production as well as rental assistance have suffered budget cuts at the state and federal level in recent years, making funding limited and extremely competitive. Communities are finding it increasingly difficult to secure necessary funding and must be creative in determining how to finance projects and tenacious in securing these resources.

While about half of the communities in the Commonwealth have access to Community Preservation Act (CPA) funding to support open space and historic preservation as well as recreation and community housing activities, Milton has not approved this important resource and therefore has less capacity to fund local housing programs and is less competitive in accessing other public subsidy programs.

Mitigation Measures: This Housing Plan provides guidance on the use of HOME funding and the Affordable Housing Trust Fund for affordable housing initiatives that will enable the Town to support the production of new affordable units and leverage other public and private funding sources. It also recommends another effort to obtain community approval for adopting CPA and explore other potential resources.

F. Community Perceptions

Challenges: Affordable housing, subsidized housing, low-income housing, projects, Section 8, etc. – these terms can conjure thoughts of potential neglect that undermines property values, increased crime, and even tensions concerning class and race. If one has not witnessed the benefits of affordable housing directly, images of a distressed and dangerous inner city may emerge. On the other hand, with such high real estate prices, community perceptions are tilting towards the realization that affordable housing is needed in the community. More people are recognizing that the new kindergarten teacher, the waitress at their favorite restaurant, their grown children, or the elderly neighbor may not be able to afford to live or remain in the community. It is this growing awareness and the interest in maintaining a vital and diverse community that is spurring localities such as Milton to take a more proactive stance in support of affordable housing initiatives.

Mitigation Measures: This Plan suggests that the Town undertake ongoing community outreach and education to make sure that residents obtain important information in general on affordable housing and more specifically on proposed housing-related initiatives with ample opportunity for input. These measures are recommended as part of strategy VI.B.1.

G. Transportation

Challenges: Milton has good highway access with two exits on Route I-93. It also has access to public transportation through the Massachusetts Bay Transit Authority (MBTA) on four fixed bus routes and four stations as part of the Mattapan Trolley Service line. The MBTA also operates THE RIDE program to serve the elderly and those with disabilities.

Nevertheless, many would argue that Milton is not well-served by the MBTA with most residents having to rely on their cars which leads to traffic congestion, cut-through measures, speeding, and parking shortages.

Mitigation Measures:
The Town has taken some actions to improve transportation resources. For example, the Council on Aging has provided between 800 and 1,000 rides for seniors every year through their van services, helping seniors get to the Senior Center as well as important appointments, shopping opportunities, and special events. It has also installed calming devices on some local roadways. The Town also approved new mixed-use and transit-oriented development zoning in the Central Avenue Business District resulting in the development at 36 Central Avenue and 131 Eliot Street, both including affordable units. The Town is further moving towards new zoning in Milton Village and East Milton Square to promote mixed-use development that will create more housing in walking distance to services and amenities where residents will be less reliant on their cars. This zoning is an important component of this Housing Production Plan.

It should be noted that the Master Plan emphasized the need for alternative transportation options for moving within and outside of Milton including better access to the trolley and buses.

In the case of all new housing development or redevelopment proposals, the Town will closely review the traffic and parking implications and work with the developer to resolve problems to the greatest extent possible.

H. High Housing Costs

Challenges: Section III of this Housing Plan documents high and rising housing costs for both homeownership and rentals in Milton. This has largely been driven by an imbalance in housing supply and demand as a result of limited developable property, low housing production levels, and zero or near zero vacancy rates coupled with more people willing and able to afford to live in the community. This draw to Milton is reinforced by media sources which have called the Town among the best places to live in the country. Moreover, Milton's housing market is not only high-priced, but has been relatively resilient to market shifts as the recession of a decade ago had limited effect on prices.

It is not surprising that affordability gaps between housing costs and what residents can afford are widening and thus the subsidy amounts to fill these gaps are also growing, making it more challenging to finance affordable units, particularly for the community's most vulnerable residents.

Mitigation Measures: The Town has utilized high market prices to support affordable units through inclusionary provisions in new Planned Unit Development zoning. The required affordability level has been 10%, however based on market prices, this level could quite feasibly be increased to up to 15%. Moreover, this Housing Plan suggests that the Town explore new housing resources including additional regional, state, and federal sources of financing as well as local support by adopting the Community Preservation Act (CPA) for example.

I. Tax Base

Challenges: Milton's tax base is almost entirely reliant on its housing stock with only 3.8% of its taxes coming from other uses. Some suggest that this has resulted in higher taxes for both housing and commercial uses than neighboring communities, however, as Table IV-2 indicates, this is not entirely the case. Milton in fact is in the lowest end of the range for commercial property taxes at $20.19 per 1,000 with the exception of Hingham without a separate rate for commercial properties.

Nevertheless, with an increase in commercial development to become perhaps 5% to 10% of the tax base, as suggested in the Master Plan, the Town will have a larger budget to invest in important local needs.

Table IV-2: Comparison of Tax Rates, FY19

Community	Commercial Tax Rate	Residential Tax Rate
Milton	$20.19	$13.18
Boston	$25.00	$10.54
Braintree	$22.20	$10.09
Canton	$25.77	$12.40
Dedham	$29.79	$14.15
Hingham	$11.81	$11.81
Needham	$24.42	$12.39
Quincy	$25.18	$12.55
Randolph	$29.01	$14.98

Source: Karen Sunnarborg Consulting

Mitigation Measures: A major component of the Master Plan was amending zoning to establish new commercial zoning districts and promote the redevelopment of mixed uses in Milton Village, Central Avenue and East Milton Square to expand the non-residential tax base and create more viable business centers. This is also a key part of this Housing Production Plan.

V. HOUSING PRODUCTION GOALS

The Planned Production Program was introduced in December 2002 with the intention of providing municipalities with greater local control over housing development. Under the Program, cities and towns were required to prepare and adopt a Housing Plan that demonstrated the production of an increase of 0.75% over one year or 1.5% over two-years of its year-round housing stock eligible for inclusion in the Subsidized Housing Inventory.[33] The Affordable Housing Plan completed in 2006 was prepared under these regulations.

Changes to Chapter 40B established some new rules.[34] For example, Planned Production Plans became referred to as Housing Production Plans. Moreover, annual goals changed from 0.75% of the community's year-round housing stock to 0.50%, meaning that Milton will have to now produce at least 48 affordable units annually to meet annual production goals through 2020, still a challenge for a small community. Annual production goals will change when the 2020 census figures are released as the total year-round housing figure on which these percentages are based will increase and correspondingly increase the annual housing production goal to potentially up to 50 units and Milton's percentage of affordability will also drop.

If DHCD certifies that the locality has complied with its annual goals or met two-year goals, the Town's Zoning Board of Appeals can potentially deny comprehensive permit applications without the developer's ability to appeal the decision. For example, if a Board considers that a denial of the comprehensive permit or the imposition of conditions or requirements would be consistent with local needs on the grounds that the *Statutory Minima* defined at 760 CMR 56.03(3)(b or c) have been satisfied or that one or more of the grounds set forth in 760 CMR 56.03(1) have been met, it must do so according to the following procedures:

- Within 15 days of the opening of the local hearing for the comprehensive permit, the Board must provide written notice to the applicant with a copy to the Department of Housing and Community Development (DHCD), that it considers that a denial of the permit or the imposition of conditions or requirements would be consistent with local needs, the grounds that it believes have been met, and the factual basis for that position, including any necessary supportive documentation.
- If the applicant wishes to challenge the Board's assertion, it must do so by providing written notice to DHCD, with a copy to the Board within 15 days of its receipt of the Board's notice, including any documentation to support its position. DHCD then reviews the materials provided by both parties and issues a decision within 30 days of its receipt of all materials. The Board has the burden of proving satisfaction of the grounds for asserting that a denial or approval with conditions would be consistent with local needs, provided, however, that any failure on the part of DHCD to issue a timely decision will be deemed a determination in favor of the municipality. This procedure shall trigger the requirement to terminate the hearing within 180 days.[35]

---

[33] Massachusetts General Laws Chapter 40B, 760 CMR 31.07 (1)(i).

[34] Massachusetts General Laws Chapter 40B, 760 CMR 56.00.

[35] For purposes of this subsection 760 CMR 56.03(8), the total number of SHI Eligible Housing units in a municipality as of the date of a Project's application shall be deemed to include those in any prior Project for which a Comprehensive Permit had been issued by the Board or by the Committee, and which was at the time of the application for the second Project subject to legal appeal by a party other than the Board, subject however to the time limit for counting such units set forth at 760 CMR 56.03(2)(c).

- If either the Board or the applicant wishes to appeal a decision issued by DHCD pursuant to 760 CMR 56.03(8)(a), including one resulting from failure of the Department to issue a timely decision, that party shall file an interlocutory appeal with the Housing Appeals Committee on an expedited basis, pursuant to 760 CMR 56.05(9)(c) and 56.06(7)(e)(11), within 20 days of its receipt of the decision, with a copy to the other party and to the Department. The Board's hearing of the project will then be stayed until the conclusion of the appeal, at which time the Board's hearing will proceed in accordance with 760 CMR 56.05. Any appeal to the courts of the Committee's ruling shall not be taken until after the Board has completed its hearing and the Committee has rendered a decision on any subsequent appeal.

To meet production goals, the Town of Milton will have to work cooperatively with developers to create affordable units through normal regulatory channels and the Chapter 40B comprehensive permit process, the "friendly 40B" process under the state's Local Initiative Program (LIP) to the greatest extent possible. Comprehensive permit development offers a flexible planning tool which is available for use in municipalities which seek to increase their stock of affordable housing available to households with incomes at or below 80% of area median income. Comprehensive permit development produces best results when the Town and the developer work cooperatively in developing a workable, financially feasible plan to produce affordable housing which will fit well into the area where it is built and have positive impacts.

Table V-1 has been developed on the assumption of such cooperative efforts and the availability of sites and suitable infrastructure. These housing goals, however, do not represent full Town endorsements of all these efforts at this early point in time. Instead these housing goals represent estimates and there is likely to be a great deal of fluidity over the term of this HPP.

Table V-1: Milton Housing Production Program/Five-Year Program*

Strategies by Year	Affordable Units < 80% AMI	Ineligible for SHI	Total # Units
Year 1 – 2020			
Mixed-use development/ICE House/ (homeownership)	14	42	56
Scattered site Great Estates PUD/Wolcott Woods off-site units/(ownership)	6	0	6
Accessory apartments/(rental)	0	10	10
Small Repair Grant Program/(ownership)	0	10	10
Subtotal	*20*	*62*	*82*
Year 2 – 2021			
Mixed-use development/East Milton Square 40B/(rental)**	50	0	50
Development of publicly-owned property/Town Farm/"Friendly 40B" (rental)**	35	0	35
Accessory apartments/(rental)	0	10	10
Small Repair Grant Program/(ownership)	0	10	10
Subtotal	*85*	*20*	*105*

Year 3 – 2022			
Potentially covered by certification under Year 2			
Mixed-use Development/Milton Village PUD (rental) @ 15% affordability	6	34	40
Adaptive reuse/Veterans housing on Granite Avenue/"Friendly 40B"/(rental)**	30	0	30
Scattered-site infill development/group home (special needs rental)	8	0	8
Development of publicly-owned property and adjacent private property/Selectmen's parcel off access road*/"Friendly 40B"/ (ownership)	6	18	24
Accessory apartments/(rental)	0	10	10
Small Repair Grant Program/(ownership)	0	10	10
Subtotal	*50*	*72*	*122*
Year 4 – 2023			
Potentially covered under Year 3 certification			
Mixed-use Development/East Milton Square 40R (rental)**	20	0	20
Scattered-site infill development/"Friendly 40B" development/(ownership)	5	15	20
Adaptive reuse and Brownfield PUD/Paper Mill/(rental) @ 10% affordability	5	45	50
Scattered-site infill development/micro co-living units/"Friendly 40B"/(rental"**	15	0	15
Scattered-site infill development/pocket neighborhood/Habitat or Housing Trust (ownership)	5	0	5
Accessory apartments/(rental)	0	10	10
Small Repair Grant Program/(ownership)	0	10	10
Subtotal	*50*	*80*	*130*
Year 5 – 2024			
Potentially covered under Year 4 certification			
Adaptive reuse/senior housing/"Friendly 40B"/(rental)**	40	0	40
Scattered-site infill development/ small pocket neighborhood/"friendly 40B" (ownership)	3	7	10
Scattered-site infill development/conversion of large home/"Friendly 40B"/(ownership)	1	3	4
Scattered-site infill development/"Friendly 40B"/(rental)**	6	0	6
Accessory apartments/(rental)	0	10	10
Small Repair Grant Program/(ownership)	0	10	10
Subtotal	*50*	*30*	*80*
Total	**255**	**264**	**519**

* Final determination of the use of existing Town-owned parcels for new affordable housing is subject to a more thorough feasibility analysis of site conditions and Town Meeting approval. If any of the

preliminarily identified existing Town-owned properties are finally determined infeasible or do not obtain approval from Town Meeting, it is anticipated that the projected numbers of affordable units would be met through the acquisition of privately-owned properties, private development or other Town-owned property.

** All units count in SHI for Chapter 40B/40R rental projects.

VI. HOUSING STRATEGIES

This Housing Production Plan involves a package of proactive strategies for promoting affordable housing which have been informed by the following sources:

- Previous plans, including the 2004 Community Development Plan, 2006 Affordable Housing Plan, 2014 Housing Production Plan, and the 2015 Master Plan.
- Reports and studies such as MAPC's report in preparation for the Urban Land Institute's (ULI) charrette on East Milton Square and a potential Chapter 40R district, Milton Village Mixed-Use Study, Milton Housing Overview prepared by the Massachusetts Housing Partnership, and materials on the Milton Town Farm.
- Interviews with local and regional housing stakeholders.
- Meetings of the Select Board's Housing Subcommittee and HPP Working Group.
- Community Housing Forum held on September 14, 2019 and a second public meeting on January 27, 2020.
- Prior and present Milton housing initiatives and the experience of other comparable localities in the area and throughout the Commonwealth.
- The findings in the Housing Needs Assessment included in this Plan.

The strategies are grouped according to the type of action proposed – Zoning Strategies, Capacity-Building Strategies, Housing Production Strategies, and Housing Preservation Strategies – and prioritized by the estimated time for implementation. For example, first priority strategies are those that can begin within the next two years, most of which will involve some immediate actions. Other actions are identified for focused attention after the next couple of years, working towards implementation after Year 2 but before Year 5. A summary of these housing strategies is included as Table I-1.

The strategies also reflect state requirements that ask communities to address all of the following major categories of strategies to the greatest extent applicable:[36]

- Identification of zoning districts or geographic areas in which the municipality proposes to modify current regulations for the purposes of creating affordable housing developments to meet its housing production goal;
- Identification of specific sites for which the municipality will encourage the filing of comprehensive permit projects;
- Characteristics of proposed residential or mixed-use developments that would be preferred by the municipality;
- Municipally owned parcels for which the municipality commits to issue requests for proposals to develop affordable housing; and
- Participation in regional collaborations addressing housing development.

It should be noted that a major goal of this Plan is not only to strive to get closer to the state 10% goal under Chapter 40B, but to also to serve the wide range of local housing needs. Consequently, there are instances where housing initiatives might be promoted to meet these needs that will not necessarily result in the inclusion of units in the Subsidized Housing Inventory (examples potentially include the

[36] Massachusetts General Law Chapter 40B, 760 CMR 56.03.4.

promotion of accessory apartments or mixed-income housing that includes "community housing" or "workforce housing" units)[37].

Within the context of these compliance issues, local needs, existing resources, affordability requirements, sources listed above, and the goals listed in Section I.C of this Plan; the following housing strategies are proposed. ***It is important to note that these strategies are presented as a package for the Town to consider, prioritize, and process, each through the appropriate regulatory channels.***

A. Zoning Strategies

Zoning can be a very powerful tool for incentivizing new development and guiding it to appropriate locations, particularly in communities with limited financial resources for subsidies.

Housing production is contingent not only on actual development projects but also on the planning and regulatory tools that enable localities to make affordable housing economically feasible and effectively guide housing creation. To execute the strategies included in this Plan, greater flexibility is needed in the Town's Zoning Bylaw. The Town of Milton should consider the following zoning-related strategies to promote the creation of additional affordable units.

1. Adopt Additional Zoning for Mixed-Use Development

Responsible Parties: Planning Board with support from the Select Board's Housing Subcommittee and Affordable Housing Trust
Priority 1: Years 1-2

Current Status: Milton has made significant progress in promoting mixed residential and commercial development through the following important efforts:

- *New Zoning*
  Milton adopted the Central Avenue Planned Unit Development (PUD) bylaw that has already resulted in new mixed-use development at 131 Eliot Street. This project is currently under construction and will include four affordable units. Additionally, new zoning was created as part of the Parkway Planned Unit Development and Brownfield Planned Unit Development to accommodate projects that will include mixed uses as well as affordable housing.

- *Milton Hill House*
  The Town received a $1 million grant from the state's MassWorks Program to connect two business districts – Milton Village and the Central Avenue Business District – and pursue transit-oriented development as both districts are adjacent to MBTA train stations. The Milton Hill House at 50 Eliot Street was subsequently built that includes 27 total units, three of which are affordable.

[37] In this Plan, "community housing" refers to units directed to those earning between 80% and 100% AMI, whereas "workforce housing" refers to units directed to those earning between 80% and 120% AMI, but still typically priced out of the private housing market.

- *The Residence at Brook Hill/36 Central Avenue*
  The Town also approved a project at 36 Central Avenue in the business district through its Planned Unit Development (PUD) bylaw that included 18 residential units, two of which are affordable, as well as three commercial units. The market rate units were priced between $399,000 and $589,000 and the affordable units sold for $157,000.

- *Parkway Planned Unit Development*
  The Town created and passed new zoning through the Parkway Planned Unit Development (PUD) bylaw for the property known as the Ice House on 2.5 acres along Blue Hill Parkway. The zoning was adopted to permit the development of 12,000 square feet of commercial space for a small food market and five to twelve small residential units on the lot (including affordable units) with the additional ability of incorporating a smaller 3,000 square foot bank building if wanted.

- *Milton Village Zoning Study*
  A key Master Plan recommendation is the adoption of a Mixed-use Overlay District that would encourage "above the shop" housing as well as additional retail and dining options, pocket parks, and streetscape improvements. Pursuant to this recommendation, the Town commissioned a study for adopting such zoning in the Milton Village/Milton Landing area, beginning work with MAPC in 2017. The Master Plan Implementation Committee, with support from the Town's Planning Department, MAPC funding, and additional support from a Barr Foundation grant, is overseeing the study which includes the preparation of a zoning bylaw, the Milton Village Mixed-use Planned Unit Development (PUD) bylaw. Key components of this zoning include incentives for streetscape improvements, water access, historic preservation, and affordable housing through density bonuses.

  The key goals of the proposed zoning would be to:

  - Enhance the character of the district, targeting certain types of development opportunities.
  - Invite investment and economic development to increase the feasibility of redevelopment activity.
  - Promote ground-floor commercial space with residential units on the upper floors, not currently allowed in the district.
  - Strengthen district vitality that frame street frontages and improve streetscape conditions.
  - Preserve significant history and legacy to reduce development pressures on historically significant structures as much as possible through bonus incentives.
  - Increase the range of housing types to allow smaller unit sizes and affordable units with a requirement that a percentage of the units be affordable.
  - Strengthen the tax base by increasing allowed commercial and residential spaces and reducing the amount of land devoted to free parking.
  - Mitigate potential impacts related to traffic, safety, parking, or historic preservation while providing incentives through bonuses for streetscape improvements, public amenities, or historic preservation.

- *East Milton Square Study and Charrette*
  The Town has been exploring the feasibility of mixed-use development in East Milton Square. This included a data report prepared by the Metropolitan Area Planning Council (MAPC) that provided the basic information to support an Urban Land Institute (ULI) Technical Assistance Program (TAP) effort. The TAP included a charrette on development options and the possibility of a follow-up Chapter 40R Smart Growth Overlay District feasibility study. There are hopes for significant redevelopment opportunities in the area, and a developer has already proposed a mixed-use building. East Milton Square continues to be a smart location for guiding new development including more diverse housing types.

Next Steps: In an effort to promote smart growth and mixed-income development, the Town should act take action to adopt new zoning in Milton Village and East Milton Square.

First, the Planning Board has drafted and approved a bylaw to establish a Mixed Use PUD bylaw for the Milton Village/Milton Landing area and is moving towards a hopeful approval at the spring 2020 Town Meeting.

Second, the Planning Board might prepare another version of the Milton Village PUD bylaw for East Milton Square but should consider the alternative of adopting a 40R Smart Growth Overlay District as well as other state resources to support mixed-use development with affordable housing in East Milton Square. As noted above, MAPC has already conducted some preliminary research on specific area characteristics and properties with the Urban Land Institute (ULI) providing additional guidance on redevelopment opportunities.

Chapter 40R is an effective tool that promotes mixed housing and commercial development to take place within the context of carefully planned guidelines developed with substantial community participation. Through Smart Growth Overlay Districts, 40R was created to encourage compact, mixed-income, mixed-use, and by-right development in appropriate locations to better manage residential growth. Eligible areas are near transit, city/town centers, commercial areas and other suitable locations. Planning Boards, which typically administer the bylaw, could through site plan approval be "able to ensure that what is built in the District is compatible with and reflects the character of the immediate neighborhood."[38]

Chapter 40R also comes with a number of important advantages including:

- Allows "as-of-right" development meeting specified densities with a range of housing types.
- Promotes greater walkability and access to goods, services, transit and amenities.
- Allows design controls through zoning guidelines.
- Provides that 20% of the units shall be affordable, helping the community towards the 10% state affordability threshold and annual housing production goals.[39]
- Provides two types of payments to municipalities.[40]
- Offers a more competitive edge for state discretionary funds.

[38] "A Housing Strategy for Smart Growth and Economic Development: Executive Summary," p. 4.
[39] It should be noted that many 40R bylaws require that 25% of units be affordable in a rental development so that the state will count the total number of project units as part of the SHI.
[40] There are also density bonus payments of $3,000 for each residential unit issued a building permit and incentive payments based on the projected number of units proposed in the district.

An important consideration in mixed-use zoning involves parking requirements as mixed-use development poses opportunities for shared parking – residents using spaces in the evening and the public during the workday and typically smaller "above the shop" units require less parking.

- Provides additional benefits through insurance to towns that build affordable housing under 40R that they would not be saddled with the extra school costs caused by school-aged children who might move into this new housing under Chapter 40S.
- Encourages housing development on vacant infill lots and in underutilized nonresidential buildings.
- Permits the preservation of specific amounts of open space and the protection of historic districts.
- Promotes energy efficiencies and other sustainability provisions.
- Streamlines the approval of development proposals that meet design guidelines and other requirements.
- Accommodates parking at an appropriate level in appropriate locations.
- Requires usable open space in critical areas.

The formal steps involved in creating 40R Overlay Districts are as follows:

- The Town holds a public hearing as to whether to adopt an Overlay District per the requirements of 40R;
- The Town applies to DHCD in a comprehensive application, including a detailed plan describing the district and the proposed new zoning;
- DHCD reviews the application and issues a Letter of Eligibility if the new zoning satisfies the requirements of 40R and the plan is complete;
- The Town adopts the new zoning through a two-thirds vote of Town Meeting subject to any modifications required by DHCD;[41]
- The Town submits evidence of approval to DHCD upon the adoption of the new zoning; and
- DHCD issues a letter of approval, which indicates the number of incentive units and the amount of initial incentive payment.

It would be useful to also consider DIF and/or UCH-TIF programs as part of Milton's efforts to promote mixed-use development, and a meeting with appropriate state representatives with the Office of Business Development and DHCD could be arranged to explore the regulatory requirements and potential benefits for implementation in Milton.

Resources Required: The application process will require a significant amount of staff time from the Director of Planning and Community Development and/or a consultant in the case of 40R. Donated time from the Planning Board would also be required with support from the Select Board's Housing Subcommittee and Affordable Housing Trust.

[41] If the Baker Administration's recommendation under its Housing Choice Initiative passes, zoning-related approvals for housing could be reduced to a simple majority vote.

2. Explore Inclusionary Zoning

Responsible Parties: Planning Board with support from the Select Board's Housing Subcommittee and Affordable Housing Trust
Priority 1: Years 1-2

Inclusionary zoning, not currently included in Milton's Zoning Bylaw, is a zoning provision that requires a developer to include affordable housing as part of a development or potentially contribute to a fund for such housing. This mechanism has been adopted by more than half the communities in the state.

The Town has adopted inclusionary provisions as part of a number of Planned Unit Development (PUD) bylaws with a requirement that at least 10% of the units be affordable and eligible for inclusion in the SHI (e.g., Planned Unit Development, Planned Townhouse Unit Development, Great Estates Planned Unit Development, Central Avenue Planned Unit Development, Brownfield Planned Unit Development, Assisted Living Residence Development, Parkway Planned Unit Development). This has been an incremental approach towards project by project inclusion, but does not provide mandates or incentives for including affordable units in developments on a town-wide basis. Adopting a town-wide bylaw would enable Milton to have some affordability integrated into any new development or redevelopment project over a certain size.

Studies on inclusionary zoning indicate that mandatory provisions coupled with strong incentives are most effective in promoting affordable housing. It is important to provide sufficient incentives to developers to make sure that the incorporation of affordable units will be financially feasible. Incentives, such as density bonuses, also reduce the risk of litigation from developers who claim that the mandatory inclusion of affordable units involves a "taking" of their property rights. In fact, inclusionary zoning can be legally vulnerable if requirements make it impossible for the developer to earn a reasonable return on the project as a whole.

Many of the municipalities that have inclusionary zoning in place are reaping the rewards of these actions through the creation of actual affordable units and/or cash contributions to the locality for investment in other affordable housing production efforts. Most of the by-laws include mandated percentages of units that must be affordable, typically 10% to 20%, coupled with density bonuses. Some also allow the development of affordable units off-site and/or cash in-lieu of actual units. Table VI-1 provides a summary of some inclusionary zoning requirements from other communities.

Providing options for developers as part of inclusionary zoning mandates will likely result in the greater use of the bylaw. If a payment in-lieu of units is adopted, it will be essential that the formula for calculating the fee provide sufficient proceeds to fully subsidize the required number of affordable units despite changes in market conditions and to ensure that the funding will be dedicated to supporting affordable housing. The cash-out fee should be tied to the value of the affordable unit. From a theoretical standpoint that value is commonly considered to be the difference between a unit's market-rate price and the affordable one. This means that the value of the cash-out fee relates to the losses the developer would suffer by building affordable units. Stronger fees typically match the value of the affordable unit not built, allowing the fee to subsidize the same number of units in a separate project.

A simple formula, adopted by Somerville and Groton for example, would be the difference between the market sales price and the affordable one with the affordability based on the state's formula for calculating the purchase price through the Local Initiative Program (LIP). The per-unit fee would be

multiplied by the number of affordable units required under the permitting, bearing in mind differences in number of bedrooms.

Another consideration is adopting the cash-out fee calculation included in Watertown's inclusionary zoning bylaw in which the cash payment is equal to the most current Total Development Costs (TDC) as articulated in the MA Department of Housing and Community Development's Qualified Allocation Plan (QAP) for projects using the Low-Income Housing Tax Credit. These costs are determined by whether the units are part of a production or preservation project, are outside or within the Metro Boston area and by the type of housing to be built. For example, a production project with small units in an urban area within the Metro Boston area would have a TDC cap of $379,000, a project with large units would have a cap of $399,000 based on the 2018-2019 QAP. For Milton this would range from $259,000 to $349,000 in 2018-2019.

There are a variety of by-laws that have been adopted in localities throughout the state and requirements vary considerably. The Executive Office of Environment and Energy's Smart Growth Toolkit includes a model inclusionary zoning bylaw that highlights key local decisions and makes some commentary for consideration throughout (www.mass.gov/envir/smart_growth_toolkit/pages/SG-by-laws.html). The Citizen Planner Training Collaborative website has a model bylaw with commentary and some policies as well (www.umass.edu/masscptc/exampleby-laws.html).

Table VI-1: Summary of Inclusionary Zoning Requirements in Other Communities

Municipality	Required Percentage of Affordable Units	Minimum Project Size	Payment-in-lieu of Affordable Units
Amherst	Based on project size Ranges from 7% to 12%	10 Units	No[42]
Arlington	15%	6 Units	Yes
Barnstable	10%	10 Units	Formed a committee to study
Belmont	10%, 12.5% or 15% depending on project size	2 single-family or two-family homes	Yes
Brookline	15%	6 Units	Yes
Cambridge	15%**	10 Units	Yes
Duxbury	10%	6 Units	Yes
Hopkinton	10%	10 Units	Yes
Medway	10%	6 Units	Yes
Newton	15%	4 Units*	Yes
Somerville	12.5% to 20% depending on location	6 Units*	Yes
Tewksbury	15%	4 Units*	Yes
Watertown	12.5% to 15%	6 Units	Yes
Wellesley	20%	5 Units	Yes
Yarmouth	20%	5 Units	Yes

*Zoning indicates that the calculation of a fractional unit of 0.5 or more shall be regarded as a whole unit. With a 12.5% to 15% affordability requirement, the 0.5 threshold occurs with four (4) total units. ** Considering increasing the percentage to 20%.

[42] A cash in-lieu fee was recommended as part of the Housing Production Plan that the Town approved in 2014.

Next Steps: The Milton Planning Board, with support from the Affordable Housing Trust and Select Board's Housing Subcommittee, should explore models and prepare a zoning amendment that is best suited to promoting affordable housing in Milton. Ideally the adoption of this bylaw would lead to the production of actual housing units, but may also deliver payments in-lieu of actual units to help capitalize Milton's Affordable Housing Trust Fund.

Based on Milton's housing values, the Planning Board should consider increasing the affordability requirement to 15% or implement sliding scale requirements based on the size of the development, such as been done in other locations including Watertown as summarized below. The higher percentage would be applied to areas where property values are likely higher and greater density is appropriate such as in Milton's commercial areas and/or near transit.

It should also be noted that while off-site units were approved as part of the Wolcott Woods development, it is challenging to ensure that these affordable units are comparable to the on-site ones and such approvals should only be granted under extenuating circumstances.

It will be important to also ensure that all affordable units produced through the bylaw get counted as part of the Subsidized Housing Inventory, applied through the Local Initiative Program (LIP) administered by DHCD if another housing subsidy is not used. Some clearly designated oversight and familiarity with state requirements is required. The monitoring of projects to ensure continued affordability based on use restrictions would be the responsibility of a designated monitoring agent, DHCD in the case of LIP units, however towns also have a role in supporting the monitoring process. These would be important functions of the Assistant Planner.

Model: Watertown Affordable Housing Requirements (Inclusionary Zoning)

Watertown relatively recently modified its affordable housing/inclusionary zoning requirements to better promote such units and to strengthen provisions given dramatic increases in housing prices that have been eroding the community's more affordable private housing stock. The rent and ownership price requirements are as follows:

Total Project Size	Affordable Units	Rental Price	Ownership Price
1 to 5 Units	0	NA	NA
6 to 19 Units	12.5%	80% AMI	80% AMI
20+ Units	15.0%	No less than 5% of the total units at 65% AMI 10% of total units at 80% AMI	80% AMI

Source: Watertown Zoning Bylaws, Section 5.07.

This bylaw allows the developer to pay cash-in-lieu of actual units into the Town's Affordable Housing Fund. The payment is based on DHCD's annual Qualified Allocation Plan for the Low Income Housing Tax Credit for the HUD designated area adjusted for the type of project and number of units. For Milton this would range from $259,000 to $349,000 in 2018-2019.

Resources Required: Time of the Director of Planning and Community Development and the Planning Board to conduct a significant community outreach and education process and to present the inclusionary zoning bylaw to Town Meeting. It will also be important to have staff oversight to ensure that all state affordable housing requirements are met, likely from the Assistant Planner. If payments in-lieu of actual affordable units are involved, the Assistant Town Planner will need to work with the Affordable Housing Trust to oversee the proper transfer of funds.

3. Explore Opportunities for Streamlining the Permit Approval Process for Affordable Housing Including Affordable Housing Guidelines

Responsible Parties: Planning Board with support from the Select Board's Housing Subcommittee and Affordable Housing Trust
Priority 2: Years 3-5

Current Status: It is essential that every municipality have a local regulatory process that protects the city or town from development that is not in the best interest of its citizenry. However, the time and costs associated with this regulatory process have been considered by some to be unduly burdensome, and therefore some municipalities have attempted to make the regulatory permit process easier to navigate, providing greater guidance to applicants on requirements and more predictability in the process. While the processing of building permits for single-family homes results in a relatively quick turn-around, regulatory approvals involving larger projects are likely to deserve greater scrutiny but frequently encounter overly burdensome red tape and delays.

Next Steps: The Planning Board should determine whether there is a need to expedite the review and approval of housing developments that involve affordable housing. Town officials and appropriate staff should work closely with the Director of Planning and Community Development to review the current process, explore what other towns are requiring as part of the permitting process, and make recommendations on possible reforms to the system if and where appropriate. Updated informational materials and development criteria that clearly articulate the requirements involved in obtaining permit approvals should be written and available to potential developers.

The Town of Milton should also consider preparing Housing Guidelines as a helpful tool for promoting more responsive private development and greater cooperation between the Town and private for-profit and non-profit developers on affordable housing production. This Housing Plan identifies development opportunities leading to the production of affordable housing units over the next five years which will require private initiative and investment for implementation. To this end, the Town should consider affecting the types of housing proposals submitted through the creation of reasonable Housing Guidelines that provide input on projects that will be acceptable to the community and therefore will more likely avoid prolonged and often litigious battles.

Affordable Housing Guidelines provide an aid to both non-profit and for-profit housing developers to help them plan for residential development that will be in line with what the community seeks in affordable housing related to scale, siting, density, levels of affordability, location, design, etc. The Guidelines can also include policy statements on such issues related to affordable unit condo fees and assessments as well as fair housing rules and practices for example. Through such Guidelines the developer "wins" because there is greater predictability in what the Town is willing to approve, and the Town "wins" because it gets new affordable units that meet locally established development criteria that help address local needs and goals. These Guidelines will contribute to a more open environment

where developers who adopt these development criteria can approach the Town with the expectation that they will likely be able to pursue their project through a "friendly" Chapter 40B process or normal regulatory channels, working with instead of against the Town on housing creation strategies.

The Planning Board, working in coordination with representatives of the Select Board's Housing Subcommittee, the Affordable Housing Trust, and Zoning Board of Appeals, should draft Affordable Housing Guidelines and share them with the Select Board, Housing Authority, Conservation Commission, Board of Health, and other interested boards and committees for review and comment. The Guidelines can then be finalized as local policy and made public.

There are a number of good models of such Guidelines. For example, the Town of Needham has approved Local Chapter 40B Guidelines, which can be reviewed and adapted to Milton.

Resources Required: Time of Planning Board, Affordable Housing Trust, and Select Board's Housing Subcommittee with staff time from the Director of Planning and Community Development and Assistant Planner.

4. ***Amend the Accessory Apartment Bylaw***

Responsible Parties: Planning Board with support from the Select Board's Housing Subcommittee and Affordable Housing Trust
Priority 1: Years 1-2

Current Status: The current Zoning Bylaw allows accessory apartments (also typically known as in-law apartments or accessory dwelling units) within detached single-family dwellings through a special permit process and refers to them as temporary apartments. The bylaw only permits these units in owner-occupied homes where at least one of the tenants is a family member. The units cannot be more than 800 square feet in size or greater than one-third the floor area of the existing house. The temporary apartment must be entirely contained within the existing house or on the second floor of a garage without any exterior indication of its existence with the exception of safety requirements. Any additional parking that is required must be screened from the view of neighbors. The term of the special permit is four years. (Section III.A. of the Zoning Bylaw)

The Town has permitted 28 accessory apartments under the bylaw; however, it is generally recognized that there may be a significant number of unauthorized apartments in town which may pose health and safety hazards. Enforcing the provisions of the bylaw has been challenging as property owners do not readily come forward after the four-year term to demonstrate continued compliance and renew their permit.

Accessory units can be helpful in meeting a number of public policy objectives including:

- Enable homeowners to earn additional income, which is particularly important for elderly homeowners, single parents, and others for whom such income may be critical to remaining in their homes. Also, without the flow of income from the rent of an accessory apartment, some young families or moderate-income households might not be able to afford homeownership. **The required occupancy of a family member can limit this income-earning potential.**
- Provide appropriately sized units for growing numbers of smaller households.

- Offer a fairly inexpensive means of increasing the rental housing stock at lower cost than new construction and without significant impact on the surrounding neighborhood.
- Limit fiscal impacts as the creation of accessory units does not require additional Town services such as new streets or utilities and does not involve the loss of open space.
- Provide companionship in some circumstances as well as potential added security and services for the homeowner or tenant.
- Offer good opportunities for keeping extended families in closer contact as recognized by the current bylaw.
- Generate tax revenue in a locality because accessory units typically add value to existing homes.

Changes to state requirements for counting accessory apartments as part of the Subsidized Housing Inventory (SHI) have dampened the enthusiasm of most localities in pursuing an affordable accessory apartment component to their local bylaws. The major change affected the tenant selection process, requiring owners of such units to fill their units from a pre-qualified list established by the municipality in conformance with state requirements including Fair Housing laws. Additionally, deed restrictions are required but can be revoked upon the discretion of the owner, in which case the unit is removed from the Subsidized Housing Inventory.

Next Steps: Because accessory apartments provide small rental units that diversify the housing stock within the confines of existing dwellings or lots, the Town should consider amending the bylaw to better promote such units even if they are not eligible for inclusion in the Subsidized Housing Inventory. These units provide another housing choice for Milton's elder residents and single-person households looking for smaller and typically more affordable units in the local housing stock. Additionally, young people who cannot yet afford to buy a home might be able to do so with the benefit of some rental income as lenders generally count about 75% of rents as additional income in underwriting criteria.

In order to better promote new accessory units, the Town will consider amending its Zoning Bylaw as follows:

- Eliminate the requirement that the occupant be a family member,
- Extend use to detached accessory structures, and
- Explore an amnesty program to allow illegal apartments to receive the appropriate permitting.

There are many variations of accessory apartment bylaws that have been adopted in other communities. Milton's Planning Board, working in conjunction with the Affordable Housing Trust and the Select Board's Housing Subcommittee, will review other bylaws and suggest amendments that will better meet the needs of the community.

Resources Required: Staff time from the Director of Planning and Community Development, Assistant Planner and Building Commissioner as well as donated time of local officials including members of the Planning Board, Affordable Housing Trust, and Select Board.

5. Amend the Condo Conversion Bylaw

Responsible Parties: Planning Board with support from the Select Board's Housing Subcommittee and Affordable Housing Trust
Priority 1: Years 1-2

Current Status: Milton's Zoning By-law allows the conversion of existing buildings on large tracts of land to be converted to single-family condominiums in Residence Districts through a special permit.[43] The purpose of this zoning was "to create new housing involving relatively little new construction, to generate tax revenue to the Town, to preserve existing buildings, to preserve the residential character of the Town and to preserve open space in the Town". While these are worthwhile goals, this zoning has been largely ineffective given significant constraints to its use including a minimum parcel size of 10 acres, that the building must be built prior to January 1, 1980, and limitations to the number of units that can be created for example.

Next Steps: The Planning Board should revisit this bylaw and prepare an amendment that will better promote such conversions, also including provisions to ensure that a certain percentage of the units will be affordable.

Resources Required: Staff time from the Director of Planning and Community Development and Assistant Planner as well as donated time of local officials including members of the Planning Board, Affordable Housing Trust, and Select Board.

B. Capacity-Building Strategies

It should be noted that as recommended in the 2014 Housing Production Plan, the Town has created an Assistant Planner position that has been helpful in moving the Town's housing agenda forward. The Town has also operationalized its Affordable Housing Trust.

In order to be able to carry out the strategies included in this Housing Plan, it will be important for the Town of Milton to build its capacity to promote affordable housing activities. This capacity includes gaining access to greater resources – financial and technical – as well as building local political support, further developing partnerships with public and private developers and non-profit service providers, and creating and augmenting local organizations and systems that will support new housing production. Fundamental to building local capacity is the need for local leaders to establish a strong voice for housing, advocating for the siting and funding of affordable housing in Milton.

1. Conduct Community Outreach and Education

Responsible Party: Affordable Housing Trust
Priority 1: Years 1-2

Current Status: Because most of the housing strategies in this Housing Plan rely on local approvals, including those of Town Meeting, community support for new initiatives has and will continue to be essential. Strategic efforts to better inform residents and local leaders on the issue of affordable housing and specific new initiatives can build local support by generating a greater understanding of the benefits of affordable housing, reducing misinformation, and dispelling negative stereotypes. These outreach efforts are mutually beneficial as they provide useful information to community residents and important feedback to local leaders on community concerns and suggestions.

[43] Milton Zoning By-law, Section VI,L.

Next Steps: The presentation of this Housing Production Plan will continue to offer another opportunity to bring attention to the issue of affordable housing, offering updated information on housing needs and proposed strategies that can help attract community support for affordable housing initiatives. Other education-related opportunities will be pursued such as:

- *Forums on specific new initiatives*
  As the Town engages in new housing efforts (e.g., special programs, new zoning, development projects, etc.), the sponsoring entity will hold community meetings to ensure the inclusive and transparent presentation of these initiatives to other local leaders and residents, providing important information on what is being proposed and opportunities for feedback before local approvals are requested.

- *Housing summits*
  Most communities lack an effective mechanism for promoting regular communication among relevant Town boards and committees on issues related to affordable housing. Having a forum to share information on current housing issues would help foster greater communication and coordination among these entities. Additionally, inviting residents can help build community interest, improve communication, and garner support. Many communities are sponsoring special events, at least on an annual or regular basis. For example, Truro organized a panel discussion on housing issues, inviting representatives of other towns on the Cape and organizations involved in affordable housing. Yarmouth held a spaghetti dinner and offered an update on their affordable housing initiatives with opportunities for feedback from local leaders and the public.

- *Public information on existing programs and services*
  High housing costs are creating substantial burdens for lower income residents. For example, renters continue to confront difficulties finding safe and decent rental units. Owners, including seniors living on fixed incomes, are finding it increasingly difficult to afford the costs associated with taxes, energy costs, insurance and home improvements; and some are even faced with foreclosure. Additionally, some seniors and those with special needs require handicapped adaptations, home repairs, and special services to help them remain in their homes.

  The Town will get the word out about existing programs and services that support homeownership, property improvements, or help reduce the risk of foreclosure including first-time homebuyer and foreclosure prevention counseling from regional housing organizations.

- *Educational opportunities for board and committee members*
  Local boards such as the Select Board, Board of Appeals, Planning Board, the Affordable Housing Trust, and other interested local leaders should be able to receive ongoing training on affordable housing issues. Well advised and prepared board and committee members are likely to conduct Town business in a more effective and efficient manner. New members without significant housing experience would benefit substantially from some training and orientation. Moreover, requirements keep changing and local leaders must keep up-to-date. Funding for the professional development of staff, including the Director of Planning and Community Development, Town Administrator, and Assistant Town Planner, would also help keep key staff informed on important new developments, best practices, and regulations.

The University of Massachusetts Extension's Citizen Planner Training Collaborative (CPTC) offers classes periodically throughout the year and will even provide customized training sessions to individual communities. The Massachusetts Housing Partnership (MHP) conducts its Massachusetts Housing Institute at least annually to help local leaders better understand the affordable housing development process and play an effective role in initiating and implementing local solutions to increasing housing choices.

Other organizations and agencies, such as DHCD, MHP, CHAPA, and the Community Preservation Coalition, also provide conferences and training sessions on a wide variety of housing issues that would be useful for local officials and staff persons to attend. In addition, there are numerous written resources for localities. For example, DHCD has prepared a procedural "how to" booklet for local communities on the development process, MHP has many technical guides for localities, and CHAPA has a wide variety of reports on many issues related to affordable housing as well.

- *An Enhanced Website*
  The Town of Milton has a website that offers an excellent opportunity to provide additional information and links on affordable housing issues, programs and services. For example, the Town of Lexington's website includes a special section on its Affordable Housing Partnership that includes information on the organization, local housing needs, Partnership activities, special events, available housing, etc., which could serve as a model for the Milton website. Needham also has a good housing section as part of the Town's website under the Planning and Community Development Department that would serve as a good model.

- *Cable Programming*
  The Town has local cable access, and the Housing Trust and Planning Board could sponsor regular programming to showcase housing issues, highlighting new initiatives as well as ongoing programs and services. For example, the Town of Harwich's Housing Partnership sponsored a monthly program to showcase the issue of affordable housing in the community.

- *Outreach on State Affordability Requirements*
  It will be helpful for developers of affordable housing to fully understand all necessary local and state affordability requirements to ensure that all designated affordable units will be eligible for inclusion in the SHI.

Resources Required: Public outreach will require significant time and involvement of the Assistant Planner and significant time from various Town boards and committees including the Fair Housing Committee and Affordable Housing Trust.

2. Capitalize the Affordable Housing Trust Fund

Responsible Party: Select Board
Priority 1: Years 1-2

Current Status: The Town of Milton approved the establishment of an Affordable Housing Trust Fund at its 2010 Annual Town Meeting. This action was pursuant to state legislation that passed in 2005, called the Municipal Affordable Housing Trust Fund Act, which simplified the process of establishing such

dedicated funds for affordable housing. Previously cities could create trust funds through their own resolution, but towns had to get approval from the legislature through a home rule petition.

The law provides guidelines on what trusts can do and allows communities to collect funds for affordable housing, segregate them out of the general budget into an affordable housing trust fund, and use these funds without going back to Town Meeting for approval. It also enables these trust funds to own and manage real estate, not just receive and disburse funds. The law further requires that local housing trusts be governed by at least a five-member board of trustees, appointed by the Select Board in the case of towns. While the trusts must comply with Chapter 30B, the law which governs public procurement as well as public bidding and construction laws, most trust funds do not develop properties themselves but convey property to a developer by a sale or long-term lease so as to clearly differentiate the resulting affordable housing development project from a public construction project.

In addition to having a fund available to support affordable housing development, the new Milton Housing Trust has been able to provide the following important capacities:

- Offer an organizational framework for ensuring that new affordable housing is sensitive to local needs and gains the necessary political support.
- Become an effective broker for housing resources, including donated land and money, to be dedicated to affordable housing initiatives and managed by the Trust.
- Serve as an articulate advocate for affordable housing in the community, sponsoring events and special forums to bring attention to the issue and promote local support. This local outreach helps dispel negative stereotypes about affordable housing and establishes a more productive dialogue within the community.
- Work cooperatively with developers, for profit and non-profit, on actual development projects, to ensure better compatibility with local concerns, needs and priorities as well as compliance with state requirements.
- Act as a vehicle for the community to expedite new production efforts such as acquiring property through the housing support fund and overseeing the implementation of local housing strategies.
- Seek funding to manage special programs such as the proposed Small Repair Grant Program (see strategy VI.D.1). The Town has a precedent for providing funding to the Housing Trust through its annual budget, also providing an opportunity to bring attention to the issue before Town Meeting.

Because of such high and rising property values, the affordability gap is increasing and thus requiring higher levels of subsidies to make projects that include affordable units financially feasible. Moreover, because the most critical housing needs are for those earning at or below 50% of area median income, additional levels of subsidy funds are required to reach this population. Consequently, the Town will need to work with developers that have proven track records in obtaining financing from the state and/or federal government including Low Income Housing Tax Credit and HOME funds. It should also explore additional housing resources for tapping into further consistent funding streams that are discussed below, potentially in concert with neighboring communities.

Next Steps: To further capitalize the Affordable Housing Trust Fund, the Town should explore sustainable sources of financing to support local housing initiatives and serve as a gap filler in housing production projects including:

Foremost is funding from the Community Preservation Act which establishes the authority for municipalities in the Commonwealth to create a Community Preservation Fund derived from a surcharge of 1% to 3% of the property tax and matched by the state. Once adopted, the Act requires at least 10% of the monies raised to be distributed to each of three categories – open space/recreation, historic preservation and community housing – allowing flexibility in distributing the majority of the money to any of the three uses as determined by the community. CPA has been a vital resource for many communities in the Commonwealth with the following accomplishments:

- 175 communities have adopted CPA, representing half of the Commonwealth's cities and towns.
- Just over $2.1 billion has been raised to date for community preservation funding statewide.
- Over 10,000 projects have been approved by local legislative bodies.
- More than 5,700 affordable housing units have been created with an additional 9,450 units supported.
- Nearly 30,000 acres of open space have been preserved.
- Over 5,100 appropriations have been made for historic preservation projects.
- Over 2,200 outdoor recreation projects have been initiated.

CPA funding would be a valuable resource for the Milton community given existing housing needs, its historic character, and the limited amount of undeveloped property available. Moreover, Milton is missing an opportunity to leverage considerable state resources.

The Town has pursued the adoption of CPA in the past. This effort unfortunately failed in November 2012 with a 1.5% surcharge and exemptions for low-income homeowners and the first $100,000 of residential property value. The Town should embark on another attempt to pass CPA at some point in the future. The Community Preservation Coalition is available to support community efforts related to the CPA and have an excellent web site at www.communitypreservation.org.

In addition to CPA, the following additional sustainable housing funding streams might be considered:

- Continued allocation of funds from the annual budget to the Housing Trust.

- Passing a Town-wide Inclusionary zoning bylaw and allowing payments in-lieu of units (see strategy VI.A.2).

Creative Community Models for Capitalizing the Housing Trust

Scituate's Town Meeting funded its Housing Trust with $700,000 of Community Preservation funding from its community housing reserves. The Town of Harwich has committed lease payments from its cell tower as well as sale proceeds of a Town-owned property (fetching more than a million dollars) to its Housing Trust Fund. Other communities have obtained funding from developers through negotiations on proposed developments and donations of property or funding. Some communities, like Sudbury and Grafton for example, are annually providing their Affordable Housing Trusts with 10% of the total CPA funding available and encouraging additional housing proposals for specific projects.

- Providing information to owners on the *potential tax advantages* of donating property or selling property at a discounted price for charitable purposes.

- Sponsoring *special fundraising events* that can not only raise awareness on the issue of affordable housing but also raise donations to the Housing Trust Fund.

- If passed, using *regional appropriations of CPA funding* based on the premise that housing that is developed in one community is likely to benefit residents of other nearby communities as well.

Model: Cape Cod Village

The Cape Cod Village (CCV) project provides a safe and caring home environment for 15 income-eligible (80% or less of area median income) adults with autism at a site in downtown Orleans. The project includes two duplex homes with four residences on each side as well as a common building where residents can gather with their families and other members of the community for programs, activities and events. The campus-like setting also includes spaces for outdoor activities. The development is staffed 24 hours a day. The $5,225,000 development budget included $950,000 in CPA donations from the following communities:

Orleans	$450,000
Chatham	$100,000
Brewster	$100,000
Wellfleet	$100,000
Eastham	$100,000
Truro	$50,000
Provincetown	$50,000

Resources Required: Donated time of volunteers to seek support and approval of CPA in Milton. Significant organizational and operational time and effort will be required.

C. Housing Production Strategies

To effectively implement the actions included in this Housing Plan, it will be essential for the Town of Milton to reach out to the development community and sources of public and private financing to secure the necessary technical and financial resources. In fact, most of the production will require joint ventures with developers – for-profit and non-profit – to create affordable units. For example, competitive Requests for Proposals (RFP's) are necessary for the selection of developers of Town-owned property. For-profit developers continue to express interest in developing housing in Milton, and there are a number of pending development proposals. There are also non-profit organizations that have the capacity to undertake the development of affordable housing as they have successfully completed affordable housing projects in and near Milton and throughout the Boston area. Milton in fact has a home-based, non-profit developer with a proven track record in MRE. Partnerships with service providers may also be important in projects that are directed to special needs populations.

Milton also has several additional housing resources since the 2006 Housing Plan was produced. First, Milton has joined the South Shore HOME Consortium that is administered by Quincy and also includes the communities of Holbrook, Weymouth, and Braintree. HOME funding has ranged from about $50,000 to $80,000 annually. The Town was able to bank the funding for several years and allocated a substantial amount to support the Work Inc. special needs facility for five disabled young adults. The Town needs to explore other developments that can use HOME funds.

The Town has also established a Municipal Affordable Housing Trust Fund that provides a dedicated funding source for affordable housing. This Housing Plan includes a strategy for capitalizing this important Fund (see strategy VI.B.2). While the effort to adopt the Community Preservation Act (CPA) in 2012 failed, this Housing Plan suggests a renewed effort to obtain approval.

It will be important for Milton to leverage its limited local resources from state and federal agencies as mentioned earlier. The production of new affordable units could involve subsidies from a variety of sources, both public and private. In addition to the state's Department of Housing and Community Development (DHCD), other state and quasi-public agencies that have resources to support affordable and special needs housing include MassHousing, MassDevelopment, Department of Developmental Services (DDS), Department of Mental Health (DMH), Community Economic Development Assistance Corp. (CEDAC), Massachusetts Housing Partnership (MHP), and Massachusetts Housing Investment Corporation (MHIC). Because affordable housing is rarely developed without private financing, project developers will need to reach out to private lenders as well.

The affordable housing production strategies can be divided into three general categories of development:

1. *Development of Public Property*
   While the Town has very limited municipally-owned property, the development of publicly-owned property should be pursued including potential state-owned property. Key to this Housing Production Plan is the development of the Governor Stoughton property, also known as the Town Farm.

2. *Larger-scale Private Development Including Mixed-Use and Transit-Oriented Development, Adaptive Reuse and Conversion of Large Properties*
   The Town will also support development on private properties that can accommodate greater numbers of units and somewhat denser development. To do this the Town will need to work cooperatively with private developers, for-profit and non-profit, negotiating with these developers to ensure that new development satisfies local needs and priorities. Communities can help shape development proposals, including Chapter 40B comprehensive permit applications. Additional zoning changes will be needed, however, to allow more types of housing in more areas.

3. *Scattered-site Private Development*
   This Plan also contemplates development of infill housing in residential neighborhoods that will have relatively limited impacts on any single neighborhood as affordable housing creation will be spread geographically throughout town. Additionally, the promotion of accessory apartments will also be scattered throughout Milton without significant changes to the built or natural environment.

It should be noted that the September 14, 2019 Community Housing Forum provided an opportunity for local leaders and residents to weigh-in on what actions would be included in this Housing Production Plan, also suggesting locations for new development or redevelopment. The following suggested locations varied from the more general to more specific and included a mix of publicly and privately-owned property:

General Locations

- Granite Avenue
- Small scattered infill development as opposed to large-scale denser development
- Milton Village
- East Milton Square

- Affordable housing in all new development irrespective of location
- Town land
- Apartments in existing homes
- State-owned land such as the DPW yard
- Historic estates
- Properties near public transit
- Lower Mills near the trolley
- Pre-existing nonconforming sites that might be suitable for residential use.

Specific Locations

- Town Farm
- Paper Mill Building on the Truman Parkway
- DPW yard
- Old Town dump
- Cunningham Park
- St. Agatha's/churches
- Town Center including the Police Station and Hospital
- Kidder Library
- Legion Post
- Turn deck into bus hub reaching up to Dorchester

The following strategies provide the basic components for the Town to produce new affordable housing:

1. Make Publicly-Owned Property Available for Affordable Housing

Responsible Party: Select Board
Priority 1: Years 1-2

Current Status: The contribution or "bargain sale" of land owned by the Town but not essential for municipal purposes could enable Milton to make substantial progress in meeting local housing needs, housing production goals, and getting closer to the 10% state affordability goal. The Town has a list of Town-owned and state-owned properties which will involve some greater scrutiny to determine appropriateness for development, including possible affordable housing.

As noted under Section III.C.2 of this Plan, a number of properties have been identified for potential development of affordable housing. Foremost is the Town Farm, which is managed by the Governor Stoughton Trust that is entrusted in ensuring that the restrictions on the deed are upheld, particularly the need to dedicate the property to serving the poor of the community. The property includes about 34 acres of which 30 were sold to Pulte Homes, which plans to build 23 luxury homes.

The Housing Trust has engaged a consultant to undertake a financial feasibility analysis of developing affordable housing on the remaining four acres of the site (includes about 3½ buildable acres). The Governor Stoughton Trust will need to sign-off on any development plans and will be responsible for issuing a Request for Proposals (RFP) to select a developer to build affordable rental housing. Some of the $5 million sales proceeds could be important in ensuring project feasibility and leveraging other sources of financing.

Other potential publicly-owned properties that might be considered for affordable housing development include:

- *Selectmen's Parcel off Access Road*
  The Town owns a 3½-acre parcel that is across from the Golf Course that might accommodate some housing. The property is currently under the control of the Select Board. Additionally, a developer owns an adjacent parcel of more than two acres and has indicated an interest in a potential Chapter 40B townhouse development. Combining the two properties could lead to a more significant housing development that includes affordable units.

- *Kidder Library*
  The idea of converting the Kidder Library to housing has been floated as the building or proceeds from its sale must be used for library purposes. The Town does not expect to be able to operate a branch library. Moreover, such a conversion would be challenging given the expected high costs of redeveloping this property for housing.

- *State DPW Site*
  The state offered to convey its DPW property on Granite Avenue in the past. The property is located in a flood plain however, and may have other development challenges. It is also unclear as to whether the state would be willing to offer the site to the Town once more.

Next Steps: The Select Board in coordination with the Planning Board and Affordable Housing Trust should conduct a preliminary feasibility analysis on existing Town-owned parcels that might potentially include some amount of affordable housing. If this analysis indicates that housing might be suitably accommodated, the Affordable Housing Trust should request approval from the Select Board and Town Meeting to designate these identified parcels for affordable housing development.

Following the necessary approvals, a Request for Proposals (RFP) should be issued to solicit interest from developers based on the Town's specific project requirements. A developer will be selected based on the identified criteria included in the RFP. It is likely that the projects will require densities or other regulatory relief beyond what is allowed under existing zoning, requiring new zoning as recommended in strategy VI.A or the use of the "friendly" comprehensive permit process through DHCD's Local Initiative Program (LIP). Additionally, the Affordable Housing Trust will need to work with the selected developer to attract the necessary financial, technical and political support. Evidence of municipal support is often critical when seeking financial or technical assistance from state or federal agencies.

Monitoring and enforcing affordability requirements during the term of affordability are critical to the effective provision of affordable housing. The Town will have to ensure that affordable units are counted in the Subsidized Housing Inventory and provide the state with all of the appropriate documentation.

In addition to currently owned Town parcels, the Town of Milton may decide that it will acquire privately-owned sites in the future for the purposes of developing some amount of affordable housing, potentially including open space that can accommodate a cluster development on a portion of the sites. As the Town becomes alert to opportunities for acquiring property that might be suitable for some amount of affordable housing, such properties would ideally meet a number of "smart growth" principles such as:

- Mixed-use properties in appropriate areas,
- The redevelopment of existing nonresidential structures that might become available,
- Infill site development including small home development as starter housing such as a Housing Trust or Habitat for Humanity project,
- Conversion of existing housing to long-term affordability,
- Development of housing in underutilized locations with some existing or planned infrastructure,
- Parcels large enough to accommodate clustered housing, and
- Located along a major road.

Model: Benfield Farms in Carlisle

The Town of Carlisle issued a Request for Proposals to develop 26 units of senior rental housing on a Town-owned site it acquired by bonding a portion of its Community Preservation funding. Most of the parcel was preserved as open space with the development of some athletic fields on a portion of the property projected in the future. The Town provided the land for a nominal amount and approved $425,000 in CPA funding to support costs related to infrastructure and an additional allocation to further subsidize the development. The Town selected the non-profit organization Neighborhood of Affordable Housing (NOAH) as the developer. The design includes a three-story main house connecting to a two-story barn and incorporates green building, sustainability and universal design standards. Permitting was conducted through the "friendly 40B" process.

Benfield Farms in Carlisle

Resources Required: In addition to the costs of coordinating development, resources will be required to help subsidize the development and perhaps conduct some initial feasibility analyses of site conditions, all of which can ultimately be included in the project's budget. This strategy will involve staff time of the Director of Planning and Community Development and Assistant Planner or a consultant to work with the Housing Trust and Town's Chief Procurement Officer to coordinate necessary testing, prepare a Request for Proposals, coordinate the developer selection process, and oversee project development and construction including marketing and tenant/owner selection and occupancy. The Housing Subcommittee of the Select Board and Affordable Housing Trust will need to be engaged in the pre-development and development processes to ensure that development complies with existing requirements, including those related to state affordability requirements.

In an effort to maximize public benefits, the Town should consider requiring all units in a Town-owned property be affordable and eligible for inclusion in the SHI.

Comprehensive permits sometimes do not involve external public subsidies but use internal subsidies by which the market units subsidize the affordable ones. Many communities have used the "friendly" comprehensive permit process to take advantage of these internal subsidies, to create the necessary densities to make development feasible, and to make it easier to navigate the existing regulatory system. Other communities are finding that they require public subsidies to cover the costs of producing affordable housing for lower income populations with higher levels of affordability and thus need to access a range of programs through the state and federal government and other financial institutions.

Because the costs of development are typically significantly higher than the rents or purchase prices that low- and moderate-income households can afford, multiple layers of subsidies are often required to fill the gaps. Chapter 40B developments frequently access external subsidies to increase the numbers of affordable units, to target units to lower income or special needs populations, and to fill gaps that market rates cannot fully cover.

Beyond the traditional subsidy programs, the state has introduced several new programs that could also be explored in support of future developments that might be considered in Milton including:

- *Workforce Housing Fund*
  The state is investing in a Workforce Housing Fund to provide rental housing for those households earning 61% to 120% AMI. It was envisioned that the Fund, when coupled with strategic capital investments by the state, will promote additional private investment in tandem with critical support for middle-income residents. Other components of the Fund include:
  - Provides up to $100,000 per workforce housing unit to create 1,000 new units statewide.
  - Leverages resources in development opportunities on state-owned land.
  - Ensures that in addition to the workforce housing tier at least 20% of the units will be affordable to those earning at or below 80% AMI.
  - Requires deed restrictions for units targeted to those earning between 61% and 120% AMI for generally 30 years or longer.
  - Offers support for newly created units as well as the refinancing of existing developments that incorporate new workforce housing units.

- *Community Scale Housing Initiative (CSHI)*
  The state has developed a small-scale production program to address non-metro community need for smaller-scale housing that responds to local housing needs and density requirements. These projects, because of their small size, are not a good fit for the Low Income Housing Tax Credit program. Generally, projects that can leverage some debt by having a few higher income units and a gap filler like the Community Preservation Act funding (CPA) are in the best position to utilize such a program. This initiative includes the following eligibility criteria:
  - Community must have a population not to exceed 200,000.
  - Program sponsors can be both non-profit and for-profit entities with a demonstrated ability to undertake the project.

- The proposed project must include at least five rental units but no more than 20 rental units.
- Project must involve new construction or adaptive reuse.
- A minimum of 20% of the units must be affordable but it is anticipated that most proposed projects will have a minimum of 50% affordable units.
- The host community must provide a financial commitment in support of the project.
- The CSHI subsidy may not exceed $200,000 per unit unless the developer intends to seek DHCD project-based rental assistance in which case the subsidy may not exceed $150,000 per unit.
- The total development cost per unit may not exceed $350,000.
- Projects will receive no more funding than is necessary to make the project feasible.
- Projects must be financially feasible without state or federal Low Income Housing Tax Credits.
- Projects are expected to close and proceed to construction within 12 months of the date of the award letter.

Herring Brook Hill in Norwell

Model: Herring Brook Hill at 40 River Street in Norwell

In 2015, the Town of Norwell proposed to use the property of the former police station at 40 River Street to create affordable senior housing in support of the community's aging population and veterans. This project not only involved a transfer of Town-owned land but also a major local commitment of $1.3 million in CPA funding. Other funding sources included $2.6 million of private debt and state financing through the state's Community Scale Housing Initiative (CSHI).

Through a Request for Proposals process, the Town selected Metro West Collaborative Development, a mission-driven, non-profit community development corporation, as developer and partner with the Town. The project includes a total of 18 units for those age 60 or older based on the unit distribution summarized below. The project has recently been completed, however, is experiencing challenges in filling the two-bedroom units.

Herring Brook Hill Unit Distribution			
Type of Unit	**# of Units**	**# of Bedrooms**	**Maximum Rent****
80% AMI	10*	1	$1,425
100% AMI	4	1	$1,675
100% AMI	4	2	$2,000

* Four of these units will have access to Project Based Rental Assistance
** Projected rents at time of occupancy

- *Starter Home Program*
  State legislation was enacted to implement a Starter Home Program as part of the Governor's Economic Development Bill. This was accomplished by modifying the existing Smart Growth Zoning and Housing Production law of Chapter 40R to include $25 million in new funding over five years for cities and towns that create new starter home zoning districts. The new districts must be a minimum of three acres, restrict primary dwelling size to 1,850 square feet of heated living area, require that 50% of the primary dwelling units contain three bedrooms, allow a minimum of four units per acre by right, and provide 20% affordability up to 100% AMI.

- *State Down Payment Assistance*
  While state financing has largely focused on multi-family rental development, particularly for families, the state recently announced an expanded program to assist first-time homebuyers with their down payments under the following conditions:

    - Increased assistance of up to 5% of the purchase price or $15,000, whichever is less.
    - More property types are eligible for assistance including single-family homes, condominiums and 2-, 3-, and 4-family properties.
    - Higher income limits of up to 135% of the area median income (AMI) in Boston and the Commonwealth's 26 Gateway Cities and up to 100% AMI in other communities, including Milton.
    - The assistance is in the form of a 15-year, fixed rate loan at 2%. (Example: $15,000 down payment assistance loan = 180 payments of $96.53; 2.011% APR)
    - Repayment of the down payment assistance is due upon the sale or refinance of the property prior to the end of the 15-year term and otherwise forgiven.

Projected Number of Affordable Units Produced: 41 Units (from Table V-1)

2. Continue to Pursue Opportunities for Mixed-Use and Transit-Oriented Development

Responsible Party: Planning Board
Priority 1: Years 1-2

Current Status: In the context of good planning and smart growth, the likely location for denser development, certainly for providing housing for smaller households and seniors, is in commercial areas and near transportation. Milton has made significant progress in promoting mixed-use and mixed-income projects as part of recent zoning efforts as described in strategy VI.A.1. Additionally, the rezoning of Milton Village and East Milton Square are important recommendations included in this Housing Production Plan as such zoning provides a number of important opportunities to revitalize these areas, also incorporating public benefits including affordable housing.

Next Steps: The Town should adopt the zoning changes recommended in strategy VI.A.1 to attract interest from developers and make new mixed residential and commercial development economically feasible. As development opportunities arise, it will be important for the Town entities, such as the Select Board, Planning Board and Affordable Housing Trust, to work constructively with developers to make sure that projects reflect community needs, priorities, and requirements.

Resources Required: Donated time from the Planning Board with support from the Housing Subcommittee of the Select Board and the Affordable Housing Trust as well as staff time from the Director of Planning and Community Development. Resources also potentially include some funding (HOME, Housing Trust Fund).

Projected Number of Affordable Units Produced: 90 Units (from Table V-1)

3. Continue to Promote Adaptive Reuse

Responsible Party: Planning Board
Priority 1: Years 1-2

Current Status: As an older suburb of Boston, Milton has less undeveloped property available and needs to look for opportunities to redevelop existing properties. Adaptive reuse, involving the conversion of nonresidential properties to housing, is an example of such redevelopment.

There is some precedent for this type of development in Milton. For example, the redevelopment of 36 Central Avenue into 18 residential units, including two affordable units, and three commercial spaces has recently been completed.

Of particular importance is the Brownfield Planned Unit Development bylaw which was adopted to "permit the reclamation of the sites of a discontinued industrial use which can be characterized as a 'brownfield' under federal or state law or state guidelines by the creation of quality residential development and by provision of public amenities".[44] This particular area includes the Bay State Paper Mill off of Truman Highway along the Neponset River. The bylaw specified that no more than 90 units could be built and at least 30% of the lot must be preserved as open space. Once again, 10% of the units must be affordable and qualify for inclusion on the SHI.

The property has access issues, however, as it is under the current Readville shuttle line (MBTA commuter rail/Purple Line) in a 9' X 11' box culvert. The owners received an order of conditions to remove the old mill structures from the Milton Conservation Commission.

Next Steps: The Town should continue to support the redevelopment of the Bay State Paper Mill in conformance with the Brownfield Planned Unit Development bylaw. The Town should also continue to identify possible properties for redevelopment and find partners to develop them. For example, there are older brick buildings in Lower Mills that might be suitable for conversion to housing. Underutilized church property has also been raised as a potential opportunity for affordable housing development. Such redeveloped properties could incorporate various residential uses including but not limited to congregate and/or special needs housing, rental housing and first-time homeownership. Adaptive reuse can be amenable to mixed-use and mixed-income development.

Resources Required: Time from the Director of Planning and Community Development as well as the Select Board to continue to pursue and support development opportunities. Predevelopment funding from the Housing Trust Fund, CEDAC, MHIC or another agency should be explored to support project planning.

[44] Town of Milton Zoning Bylaw, Article III.K.

Projected Number of Affordable Units Produced: 75 Units (from Table V-1)

4. Support Scattered-Site Infill Housing

Responsible Party: Planning Board, Zoning Board of Appeals and Affordable Housing Trust
Priority 2: Years 3-5

Current Status: Some communities are looking for opportunities to create affordable housing through efforts that will spread the impacts of new affordable housing production throughout the community so as not to overburden any particular residential neighborhood. There are potential sites that might accommodate a housing unit, small number of units, or even conversions of existing properties to serve local affordable housing needs, particularly small starter units, affordable rentals, and special needs housing. Such small-scale development can be designed to be harmonious with the existing built environment.

As reported by the Lincoln Institute of Land Policy, "Urban planners and public officials are focused on developing housing types that restore the 'missing middle' – row houses, duplexes, apartment courts, and other small to midsize housing designed at a scale and density compatible with single-family residential neighborhoods." The "missing middle" concept grew out of the New Urbanism movement "to inject more moderately-priced housing into residential neighborhoods, from shrinking or subdividing lots to adding accessory dwelling units (ADUs), to expanding legal occupancy in homes."[45] It suggests housing types that "typically have small to medium-size footprints with a width, depth, and height no larger than single-family homes. They can blend into a neighborhood as compatible infill, encouraging a socio-economic mix of households and making more effective use of transit and services."[46]

Examples of potential development opportunities include but are not limited to the following:

- Habitat for Humanity has expressed great interest in developing new affordable homes in Milton and continues to look for donated public and private land on which to build.

- Two-family homes provide more affordable housing opportunities in the private housing market and are scattered throughout the community. The 2017 census estimates identify 349 owner-occupied units and 477 renter-occupied ones.

  Currently zoning only allows the building of a two-family home if it is flanked on both sides by other two-family structures. Consequently, the development of such properties is greatly constrained. Instead the Town should consider allowing the development of two-family dwellings in all zoning districts that allow residential uses as they help diversify the housing stock, provide smaller units for increasing numbers of smaller households, and are typically more affordable.

  In fact, the owner-occupied two-family house that includes a rental unit is an exceptionally affordable form of housing as it provides the owners with a stream of rental income that is calculated as part of mortgage underwriting criteria (lenders generally consider about 75% of projected rental proceeds in mortgage calculations), making homeownership more accessible to

[45] McCormick, Kathleen, "Gentle Infill", *Land Lines,* Lincoln Institute for Land Policy, July 2016.
[46] Ibid.

more households. It is therefore not surprising that the two-family house has been successful as starter housing in many communities when zoning allowed this type of housing. These homes could be promoted on infill sites with some attached subsidies, such as HOME funds, to include the units on the SHI.

- Organizations that support special needs housing are active in Milton and throughout the Boston area, and are likely to have a continuing interest in developing group homes in Milton if opportunities arise. The Work Inc. house for five disabled young adults, which was supported with HOME Program funding, is an excellent example of this type of infill development.

- There are also models of small comprehensive permit projects or even by-right development in other communities that incorporate affordable units and even several income tiers to meet the housing needs of those within a wide range of incomes.

Model: Junction Place in Needham

Junction Place is a condominium project in Needham comprised of five attached townhouse units. The project was developed on a site with less than 12,000 square feet by a private developer. All of the townhouses were sold at below market prices to eligible families through a lottery. Two of the homes were sold for $165,000 to families earning up to 80% of the area median income with the remaining three sold for $310,000 to families earning up to 150% of the area median income. Each of the units contains approximately 1,512 square feet including 3 bedrooms, 2½ bathrooms, laundry room with a washer and dryer, a one-car garage and an outside parking space. All units are deed-restricted and located across from a commuter rail station. The project included some funding from the state's Affordable Housing Trust.

Model: Hingham Affordable Housing Trust Projects

The Hingham Affordable Housing Trust (HAHT) acquired a 2.3-acre parcel of land with a single-family, Cape-style dwelling, and engaged an engineer to undertake a feasibility analysis on siting another home on the property. Once permitted as a "friendly" 40B, both homes would be transferred to income-eligible households and included on the SHI. HAHT also acquired a two-family dwelling which it plans to make repairs and then transfer each of the three-bedroom units to qualifying households subject to long-term affordability restrictions. This type of low-scale development involves high per unit subsidies but still creates units that are affordable without major neighborhood impacts. Having a funding source such as CPA available or other resource as listed in strategy VI.B.2, is critical to such efforts.

Jenney Way in Edgartown

Model: Small Cluster Housing

This type of housing has been popular on the West Coast of the country where there is an intense focus on smart growth development principles and the housing needs of increasing numbers of smaller households. The model involves the development of small cottages or bungalows that are clustered around a community green space. This housing type targets empty nesters, single professionals, and young couples. Such development provides

opportunities for the ownership of small, detached dwellings within or on the fringe of existing neighborhoods, often enhancing affordability while simultaneously encouraging the creation of more usable open space for the residents through flexibility in density.

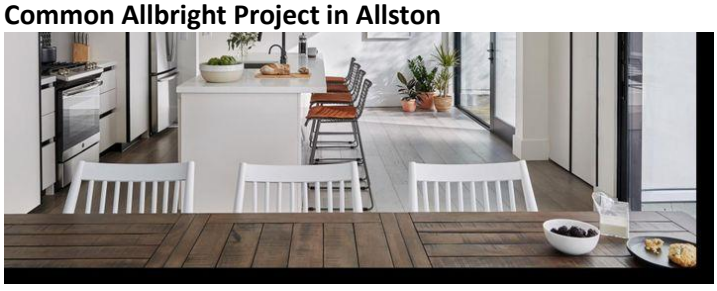
This approach was used in the pocket neighborhoods of Jenney's Way and Eliakim's Way in Edgartown as well as Olde Village Square in Medfield, Cottages on Greene in East Greenwich Rhode Island, Cottages at River Hill in Newbury, Concord Riverwallk, and Emerson Green in Devens among others. Many of these projects have received design awards and some have included multiple income tiers and affordable units.

Emerson Green in Devens

Model: Micro Co-Living Units

Boston area developers have pitched smaller studio micro-units in market-rate buildings as an "affordable" solution. While some such rental units can run as high as $2,700 in the Seaport District for example, some developers are partnering with co-living companies to make living with roommates feel less like living with strangers and more affordable as well. For example, Arx Urban is partnering with Boylston Properties and Common (a company that manages co-living space) in Allston on the Common Allbright project, a 282-bedroom co-living development. Renters get private bedrooms, but they share common living spaces and a bathroom with their suitemates. WiFi, furniture, a weekly cleaning service and shared goods like toilet paper and olive oil are included in the rent. Compared to market-rate studios in the area, co-living space at Common typically runs at a 15% to 25% discount, according to the company. Because utilities and other services factor in the utility costs are included in a Common rent, the discount can grow to as much as 40%, Common claims.[47] Some developers are also testing the co-living concept for families. Smaller-scale versions of co-living projects could be integrated on the edge of Milton neighborhoods and larger projects could be easily adaptable as part of mixed-use development as suggested in strategy VI.C.2 above.

Common Allbright Project in Allston



[47] Sperance, Cameron, Bisnow Boston, September 19, 2019.

Milton has made strides through its Great Estates PUD bylaw in converting large estates into multi-family housing opportunities. This zoning was created for the Milton Woods development and modified for the Wolcott Woods project. The zoning has a number of conditions that limits its application but could be modified to address a wider range of conversions to multiple units, including affordable housing.

Opportunities to convert larger homes into multiple units should also be explored as such conversions could continue to resemble single-family homes but contain several units as either total independent units or with some shared facilities. Such housing can be particularly appealing to young professionals as well as empty nesters. This Housing Plan suggests that the Town amend its condo conversion bylaw to create more such opportunities.

For example, the Town of Dennis is looking into amending its bylaw to promote what it is referring to as "collaborative housing" and has floated some language for a new use category and definition of shared housing. These include:

Collaborative Living Space – Residential dwelling for those looking to share accommodations for economic or lifestyle reasons and have access to a shared pool of amenities like wi-fi-, cable television, internet and tech connections, maid service, trash removal, etc. Collaboration Living Space shall not be subject to the limitations found in the definition of Lodging House.

A number of large properties in the City of Beverly have been carefully redeveloped as multi-family properties for example. This will require some greater flexibility in zoning.

Home Conversion in Beverly

Next Steps: As opportunities arise, the Town should work with developers in support of small-scale infill development and allocate HOME or Housing Trust funding to support project feasibility. Such projects, if not allowed by-right, might take advantage of the "friendly 40B" process through the state's Local

Initiative Program (LIP) or perhaps zoning changes in the case of the cottage housing models or conversions of larger homes for example.

Resources Required: Some staff time and funding (HOME or Affordable Housing Trust Fund) to support these projects.

Projected Number of Affordable Units Produced: 49 Units (from Table V-1)

D. Housing Preservation Strategies

Housing production is critical to addressing unmet local housing needs, but the Town should also be concerned that it does not lose units already counted as part of its Subsidized Housing Inventory; provides resources to support the deferred home maintenance needs of lower income residents, including seniors; and explores other strategies to help seniors afford to remain independent in their homes.

1. Introduce a Small Repair Grant Program

Responsible Party: Select Board's Housing Subcommittee and Affordable Housing Trust
Priority 1: Years 1-2

Current Status: Many communities have introduced grant programs for qualifying homeowners to make important health and safety improvements to their homes. Most programs provide grants of up to $5,000 for such repairs. Because the use of CPA funding for home improvements or housing rehab is limited to projects that were acquired and/or built with CPA funding, most programs must rely on other sources of funding. For example, Sudbury's program is funded through the marketing/lottery fees of its Housing Trust, Norwell's program involved proceeds from the sale of an affordable unit as part of a local development, and Needham received funding from the Town's general budget, for example.

Model: Sudbury Small Grant Program

The Sudbury Small Grant Program is administered by the Sudbury Housing Trust and provides up to $5,000 for home repairs with no obligation to repay. Examples of repair work include minor plumbing or electrical work, light carpentry, window and door repairs or replacement, tiling, touch-up painting, smoke or CO2 detectors, weather stripping, bathroom grab bars, among many others. Eligibility requirements include:

- The property must be located in Sudbury and be the owner's primary residence.
- Participating owners must plan to stay in Sudbury for the next 12 months after receiving payment.
- Income cannot be higher than the Boston area median income limit.
- The home's assessed value must be lower than the median assessed value.
- Participating owners must inform the Sudbury Housing Trust before they list their home for sale.

Grants are awarded twice a year and prioritized based on health and safety considerations and financial need. Sudbury has found that about 2/3 of the participants are seniors and the average subsidy was less than $3,000.

Model: Norwell Senior Small Grant Program

The Norwell Senior Small Grant Program provides grants of up to $2,500 to qualifying property owners to help them make health and safety improvements to their homes. The Program is targeted to seniors 60 years of age or older with the following additional requirements:

- Property is located in Norwell and is the applicant's primary residence. The applicant must agree to reside in the home for at least a full 12 months following completion of the repair work.
- Household income must be less than the "Circuit Breaker" income limit determined by the Massachusetts Department of Revenue. In 2018 this income was $58,000 for a single individual who is not the head of a household, $73,000 for a head of household, and $88,000 for married couple filing a joint return.
- The maximum home value can be no greater than the median single-family home assessment but can be waived in unusual circumstances.

There are also other housing rehab initiatives that are available to qualifying Milton residents, including the following:

- *MassHousing Home Improvement Loan Program (HILP)*
  The MHFA Home Improvement Loan Program (HILP) is targeted to one- to four-unit, owner-occupied properties, including condominiums, with a minimum loan amount of $10,000 up to a maximum of $50,000. Loan terms range from five to 20 years based on the amount of the loan and the borrower's income and debt. MassHousing services the loans. Income limits are $92,000 for households of one or two persons and $104,000 for families of three or more persons. To apply for a loan, applicants must contact a participating lender.

- *Get the Lead Out Program*
  MassHousing's Get the Lead Out Program offers 100% financing for lead paint removal on excellent terms that are based on ownership status and type of property. An owner-occupied, single-family home may be eligible to receive a 0% deferred payment loan up to $20,000 that is due when the house is sold, transferred or refinanced. An owner-occupant of a two-family house could receive up to $25,000 to conduct the de-leading work. Maximum income limits for owner-occupants are $107,800 for one and two-person households and $123,900 for three or more persons. Investor-owners can also participate in the program but receive a 5% fully amortizing loan to cover costs. Non-profit organizations that rent properties to income-eligible residents are also eligible for 0% fully amortizing loans that run from five to 20 years. Applicants must contact a local rehabilitation agency to apply for the loan that includes the Quincy Community Action Program (QCAP).

- *Septic Repair Program*
  MassHousing offers loans to repair or replace failed or inadequate septic systems for qualifying applicants. The interest rates vary according to the borrower's income with 0% loans available to one and two-person households earning up to $25,000 and three or more person households earning up to $28,500 annually. There are 3% loans available for those one or two person households earning up to $50,000 and three or more persons earning up to $57,000. The 5% loans have income limits of up to $100,000 for one and two-member households and $114,000 for three or more persons. Additionally, one to four-family dwellings and condominiums are eligible for loan amounts of up to $25,000 and can be repaid in as little as three years or over a

longer period of up to 20 years. To apply for a loan, applicants must contact a participating lender that includes the Bank of Canton.

- *Home Modification Loan Program (HMLP)*
  This state-funded program provides financial and technical assistance to those who require modifications to their homes to make them handicapped accessible. Income limits vary by size of household at $166,000 for a single-person household and $213,400 for three persons for example. Metro Housing Boston administers this program for Milton.

Next Steps: The Affordable Housing Trust should work with the Housing Subcommittee of the Select Board to undertake the following process towards the implementation of a Small Repair Grant Program:

- Conduct further research of such programs.
- Prepare a Program Summary that includes information on eligibility criteria, allowed improvements, maximum grant amount, payment or repayment requirements, application procedures, etc.
- Identify the staff responsible for program management. It is likely that the Assistant Planner could handle this work, reporting to the Affordable Housing Trust which would be responsible for overseeing operations.
- Determine funding source(s) and amount and apply for funds.
- Prepare application and outreach materials.
- Prepare and implement an outreach strategy to get the word out on the availability of funding.

Resources Required: Program grant funding, perhaps starting with an allocation in the range of $25,000 to $50,000. Staff time from the Assistant Planner and donated time of the Affordable Housing Trust and Select Board's Housing Subcommittee.

2. Help Residents Access Housing Assistance

Responsible Party: Affordable Housing Trust
Priority 1: Years 1-2

Current Status: There are regional and state resources available that provide financial and technical support for qualifying owners of homes that need repair, upgrading and de-leading. Many seniors living on fixed incomes are finding it increasingly difficult to afford the costs associated with taxes and home improvements and as a result have deferred maintenance needs. Additionally, some seniors and those with special needs require special handicapped adaptations and repairs to help them remain in their homes. Some Milton residents might also benefit from technical and financial support in the case of septic failures and Title V compliance issues as well as information on assistance in financing homeownership, including fuel assistance for example. Those who are renting in Milton might also need help with information and referrals, housing searches, and rental assistance.

In addition to the funding sources listed above, other programs and services are sponsored by the following entities:

- *Milton Council on Aging*
  The Milton Council on Aging is a Town department that supports the quality of life of Milton elders through a wide variety of services. This includes the operation of a Senior Center that offers social programs for seniors, an information and referral service on a wide range of issues, community-based services to promote independence, and in-home support services. The Council on Aging also works with the Town on a program to abate some taxes for low-income seniors in exchange for minor services of approximately 110 hours to the Town such as volunteering at Town Hall, a school or the library.

- *Milton Residents Fund and Related Funds*
  The First Parish Church has been instrumental in raising donations in support of special funds that are distributed to Milton residents for emergency purposes such as to prevent utility shutoffs and evictions and to promote safe and stable housing. The funds are managed by a part-time social worker. Most of the funding is raised from members and friends of the First Parish Church and local organizations such as the Copeland Family Foundation and the Governor Stoughton Charitable Fund.

- *Quincy Community Action Program (QCAP)*
  Quincy Community Action Program (QCAP) is a private, non-profit organization that serves as the area's community action agency. It provides a wide range of programs and services to achieve its mission to improve the quality of life for low-income people by working with the community to affect social, individual and family change and achieve self-sufficiency. Programs include adult learning and workforce development initiatives, day care and preschool education, food and nutrition services, and energy assistance (i.e., fuel assistance, utility discounts, heating system repair and replacement, and energy conservation support). Housing programs include a range of homeowner services such as first-time homebuyer education, down payment assistance, lead abatement assistance, mortgage default counseling, budget and credit counseling, and home equity mortgage conversion. QCAP also offers assistance to tenants and landlords through fair housing counseling, housing searches, and rental assistance. The organization is also involved in affordable housing development and property management.

Next Steps: Through the community educational campaign recommended in Section VI.B.1, important information on housing improvement resources and other forms of housing assistance could be disseminated, both to real estate professionals, local organizations, and community residents. The Council on Aging is also an important resource for providing seniors with information on available programs and services. Existing efforts to support workshops on housing finance and available assistance to first-time homebuyers should be continued.

Resources Required: The Town, through its Council on Aging, Milton Housing Authority, and the Affordable Housing Trust, should provide the necessary education and referrals to programs sponsored by Quincy Community Action Program, MassHousing and other agencies which provide low-cost financing for repair needs including de-leading, septic system repairs, and other home improvements. A staff person, most likely the Assistant Planner, would be available to answer inquiries, make appropriate referrals and provide community outreach on available resources.

3. Maintain Subsidized Housing Inventory (SHI) Units

Responsible Party: Select Board and Affordable Housing Trust
Priority 1: Years 1-2

Current Status: Based on how housing was financed, how long the affordability requirements last, and other stipulations in affordability agreements, the affordable status of housing units may be in jeopardy in many communities in the future. The state maintains a database on the inventory of projects with subsidized mortgages or HUD project-based rental assistance including information on when affordability restrictions are due to expire.

As shown in Table III-27, there are a number of developments where affordability restrictions are due to expire that would remove them from the SHI. These include Unquity House that received an extension of the Section 8 subsides through 2029 and the Winter Valley projects with an expiration date in 2029 for phase 1 and 2020 for phase II. Because these developments are sponsored by a mission-led organization to promote affordable housing for seniors, it is likely that the owner will work to extend the affordability provisions.

Next Steps: It is important to ensure that all affordable housing units that are produced remain included in the Subsidized Housing Inventory, in perpetuity if possible. The Town should closely monitor developments with affordable units and intervene as necessary to maintain the units as affordable. New affordable units that come into the SHI should be designated as affordable for as long a period of time as possible and, in the case of homeownership, with resale restrictions calculated to preserve affordability in perpetuity.

Resources Required: Staff time from the Assistant Town Planner will be required as well as some oversight from the Affordable Housing Trust.

ATTACHMENT 1
Local and Regional Organizations

The Town of Milton has a number of local and regional agencies and organizations available to help support the production of affordable housing or provide housing-related services.

1. Milton Affordable Housing Trust

The Town of Milton established the Milton Affordable Housing Trust per Massachusetts General Laws Chapter 44, Section 55C in its 2010 Town Meeting through a Warrant Article to provide for the creation of affordable housing for the benefit of low- and moderate-income households. The Housing Trust has six Trustees who are appointed by the Select Board.

The specific charge of the Affordable Housing Trust was to establish a fund to support affordable housing development and provide the organizational framework to ensure that new affordable housing is sensitive to local needs and gains the necessary political support. Its charge also lists the following important responsibilities:

- Become an effective broker for housing resources, including donated land and money that may be dedicated to affordable housing initiatives and managed by the Trust.
- Serve as an articulate advocate for affordable housing in the community, sponsoring events and special forums to bring attention to the issue and promote local support. This local outreach helps dispel negative stereotypes about affordable housing and creates a more productive dialogue within the community.
- Work cooperatively with developers, for profit and non-profit, on actual development projects to ensure compatibility with local preferences and address local concerns, needs and priorities.
- Seek funding to manage special programs in the future.
- Serve as a vehicle for the community to expedite new production efforts such as acquiring property through the housing support fund and overseeing the implementation of local housing strategies.

2. Milton Housing Authority (MHA)

The Milton Housing Authority was incorporated in 1975 and owns and manages 66 units of publically-assisted housing in Milton. The Authority's first project was a 40-unit development on Miller Avenue for the elderly and disabled completed in 1985. In the late 1980's the Housing Authority purchased and rehabilitated six, two-family houses that are scattered throughout town for families that include 10 three-bedroom units, 1 four-bedroom unit and 1 two-bedroom unit. Another two projects were developed as special needs housing to support clients of the Department of Mental Retardation. These group homes are located on Blue Hill Avenue and Central Avenue, totaling two and eight units respectively.

The Housing Authority has also been administering 144 Section 8 housing vouchers although federal cutbacks have decreased these vouchers to 133. These rental vouchers subsidize the rents of low-income households living in private rental units. Until recently, voucher holders were able to find units in Milton without too much difficulty. However, spikes in rental costs have resulted in fewer participants being able to find qualifying units with only about one-third of vouchers holders leasing units in Milton.

Demand for the Town's subsidized housing is very strong, particularly for the family units. According to the Milton Housing Authority, there were about 600 households on the waiting list for elderly and disabled housing, including 39 Milton residents. The length of the wait on this list ranges from two to three years, with the disabled experiencing longer waits. The wait for family units is at least five years and currently the wait list includes about 50 families, including a few Milton residents. The Housing Authority has two handicapped accessible units and waits are at least five years.

3. Milton Fair Housing Committee

In 1978, the Town of Milton's Select Board established the Milton Fair Housing Committee to promote equal and fair access to housing for all.

4. Milton Council on Aging

The Milton Council on Aging is a Town department that supports the quality of life of Milton elders through a wide variety of services including the operation of a Senior Center that offers social programs for seniors, an information and referral service on a wide range of issues, community-based services to promote independence, and in-home support services. The Council relies heavily on local volunteers to support its services.

Each year the Council receives a great number of inquiries related to housing. Most calls relate to searches for housing alternatives, and the Council refers a great many of these inquiries to MRE (see below). During the last few years, an increasing number of calls relate to concerns from seniors about how they can remain financially independent in their own homes and how they might access financing to make necessary home improvements. The Council also receives numerous calls from the grown children of residents who are searching for housing options for their parents in the community. The Council indicates that there are few available housing alternatives in Milton as most of the elderly developments are either expensive or have substantial waits.

The Council on Aging also works with the Town on a program to abate some taxes for low-income seniors in exchange for minor services of approximately 110 hours to the Town such as volunteering at Town Hall, a school or the library.

5. Milton Residences for the Elderly (MRE)

Milton Residences for the Elderly (MRE) is a private, non-profit organization established to produce housing for seniors in Milton. The organization owns and manages 139 units of rental housing at Unquity House on Curtis Road that includes 99 one-bedroom units with about 37 applicants on the wait list and another 40 studio apartments with a handful of applicants. The average wait time for units is about a year.

MRE also owns and manages Winter Valley Housing on Canton Avenue – the first phase with 129 units and the second with 32 units with a mix of assisted living, one-bedroom, two-bedroom, and efficiency units. Most of the units are subsidized but some are market rate but still relatively quite affordable with rents at $879 for one-bedrooms and $962 for two-bedrooms. There were 155 applicants on their wait list, 50 who were Milton residents. Some of the applicants were also grown children who live in Milton and are trying to relocate their parents in the community. Wait times ranged from about a year and a half for the subsidized

units and up to four (4) years for the market units because there are so much fewer of them available and many do not qualify for the affordable units because of income.

The organization completed another 321 units at Fuller Village that includes 80 affordable units.

6. Housing Opportunities for Milton's Elders, Inc. (HOME, Inc.)

Housing Opportunities for Milton's Elders, Inc. (HOME, Inc.) was established in the late 1970's as a private, non-profit, tax-exempt entity to create affordable housing opportunities for Milton's residents over the age of 62 as well as those who are physically disabled and of moderate means who were ineligible for government subsidized housing. The organization built 98 two-bedroom units ranging in size from 1,000 to 1,200 square feet and developed them without public funding as an affordable housing option to subsidized housing. The units are configured as part of a 27-building townhouse development, with three to four units per building. The development is surrounded by 20 acres of conservation land.

There are no income qualifications, but at least one member of the household must be 62 years or older and all applicants for the housing must be Milton residents. Because incomes are not used to establish eligibility and affirmative marketing is not part of the selection process, the units do not meet the requirements of Chapter 40B and cannot be counted in the Subsidized Housing Inventory. Nevertheless, the units are priced well below market. Applicants pay 20% below the going market value, pay a monthly fee that is again well below HUD Fair Market Rents, and recoup the amount of money they pay up-front when they leave the development without any accrual of equity.

7. Milton Residents Fund and Related Funds

The First Parish Church has been instrumental in raising donations in support of special funds that are distributed to Milton residents for emergency purposes such as to prevent utility shutoffs and evictions and to promote safe and stable housing. The funds are managed by a part-time social worker. Most of the funding is raised from members and friends of the First Parish Church and local organizations such as the Copeland Family Foundation and the Governor Stoughton Charitable Fund.

8. Quincy Community Action Program (QCAP)

Quincy Community Action Program (QCAP) is a private, non-profit organization that serves as the area's community action agency providing a wide range of programs and services to achieve its mission to improve the quality of life for low-income people by working with the community to affect social, individual and family change and achieve self-sufficiency. Programs include adult learning and workforce development initiatives, day care and preschool education, food and nutrition services, and energy assistance (i.e., fuel assistance, utility discounts, heating system repair and replacement, and energy conservation support). Housing programs include a range of homeowner services such as first-time homebuyer education, down payment assistance, lead abatement assistance, mortgage default counseling, budget and credit counseling, and home equity mortgage conversion. QCAP also offers assistance to tenants and landlords through fair housing counseling, housing searches, and rental assistance. The organization is also involved in affordable housing development and property management.

9. South Shore Habitat for Humanity (SSHH)

Habitat for Humanity is an ecumenical, non-profit Christian ministry dedicated to building simple, decent homes in partnership with families in need. The organization has grown over the past two decades into one of the largest private homebuilders in the world with almost 1,600 U.S. affiliates and over 2,000 affiliates worldwide. This includes one on the South Shore that has been able to build new homes for first-time homebuyers through donated land, materials, labor and funding as well as other special financing strategies.

10. South Shore HOME Consortium

Milton has joined the South Shore HOME Consortium that is administered by Quincy and also includes the communities of Holbrook, Weymouth, and Braintree. HOME funding has ranged from about $50,000 to $80,000 annually. The Town was able to bank the funding for several years and allocated a substantial amount to support the Work Inc. special needs facility for five (5) disabled young adults.

Attachment F

45 Franklin Street, 5th Floor
Boston, MA 02110
617.849.8040

DUE DILIGENCE MEMORANDUM

TO: **Town of Milton**
Department of Planning and Community Development
Attn: Tim Czerwienski, Director of Planning and Community Development
525 Canton Avenue
Milton, MA 02186

FROM: **Mark M. Wixted, P.E.**
Angela Botto

Date: **June 30, 2022**

RE: **Due Diligence Memorandum**
165 Governor Stoughton Lane
Milton, MA

1.0 INTRODUCTION

This memorandum summarizes due diligence findings and potential site constraints for the subject property identified as 165 Governor Stoughton Lane, Milton, Massachusetts for future development. This summary is based on property and zoning information provided by the Town of Milton, Geographic Information System (GIS) and online soil mapping information available at the time of this report. Additionally, Control Point Associates, Inc. (CPA) prepared existing conditions survey of the property. That plan, entitled "Boundary, Topographic, and Utility Survey – 165 Governor Stoughton Lane" and dated June 30, 2022 is included as **Attachment J**.

The Town of Milton is reviewing the feasibility of a proposed development project at 165 Governor Stoughton Lane in Milton, MA (the "Site"). The Site was identified on the Town's assessor database as Parcel ID: K-6-3 and totals approximately 29.69 acres of land. Based on our current understanding, the project would consist of the redevelopment of this existing town-owned parcel. Per sheets 3, 12 and 14 of the plan set titled "Definitive Subdivision Plan, Milton Woods," prepared by Marchionda & Associates, L.P. and dated of November 9, 2016, (**see Attachment C**) utilities, including water, gas, electric, sewer and telecom, are available in Governor Stoughton Lane to serve the Project and are further described below.

2.0 SITE DESCRIPTION

The Site consists of the property identified as Parcel ID: K-6-3 in the Town of Milton and is approximately 29.69 acres. The property boundary is depicted in **Attachments A, B, and C,** which include an aerial map of the property and the surrounding parcels, the assessors map of the Site, and the recorded plan associated with the deed, respectively. The Site is bound by the Milton Woods residential development to the south; residential properties to the east; forested land to the west; and the Quisset Brook residential development to the north. The Site has limited frontage on Governor Stoughton Lane to the northeast. The Site is developed with four existing buildings, a lawned field area, undeveloped wooded areas, and a paved access road to Governor Stoughton Lane and is the current home of the Milton Animal League.

Based on a review of the Natural Resource Conservation Service's (NRCS) Web Soil Survey, Site soil is entirely Canton fine sandy loam (Hydrologic Soil Group B). This hydrologic soil group consists of well drained soils with 8% to 15% slopes. The NRCS Web Soil Survey report has been included as **Attachment E** for reference. Bohler recommends a geotechnical investigation be performed as design progresses to assess soil quality and the soils' ability to infiltrate stormwater runoff.

The Site is encumbered by two easements: An access/drainage easement (Easement #1) is located within the southwestern portion of the Site and an access/utility easement is located within the eastern portion of the Site. Easement #1 appears to provide maintenance access to an infiltration basin constructed as part of the abutting Milton Woods development south of the Site. Easement #2 appears to provide emergency vehicle access to the same development in addition to providing maintenance access for several utilities. Additional utility information related to these easements can be found in Section 5.0.

3.0 ZONING

The Site is zoned as Residential A as shown within the Town of Milton Zoning Map, last revised January 29, 2018. Per the Town of Milton Zoning By-law, last revised May 2009, the Residential A District allows single-family dwellings by right and two-family dwellings by Special Permit issued by the Town of Milton Board of Appeals. See Section III. A. of **Attachment F** for additional use regulations within this district.

Site Plan Approval through the Town of Milton Planning Board is required for any multi-family project or construction/reconstruction of more than 800 square feet (sf) of a commercial building

Table 1 below outlines specific dimensional requirements in the Residential A District. See section VI. A.-F. in **Attachment F** for additional intensity of use regulations.

Table 1: Residential A Dimensional Requirements

Dimensional Requirement	Required
Minimum Lot Area (sf)	40,000
Minimum Frontage (ft)	150
Minimum Front Yard (ft)	30
Minimum Side Yard (ft)	15
Minimum Rear Yard (ft)	30
Maximum Building Coverage (%)	15%/3,000 sf
Minimum Open Space	75% of building area + parking areas and driveways
Maximum Building Height	35
Maximum Building Stories	2.5

BOHLER

4.0 RESOURCE AREAS

4.1 Resource Area Evaluation

Bordering Vegetated Wetlands

A registered wetland scientist from Lucas Environmental, LLC (Lucas) evaluated and delineated a singular Bordering Vegetated Wetland (BVW) area at the southwestern portion of the Site on June 22 and 23, 2022. Please refer to the Wetland Summary Letter prepared by Lucas (**Attachment I**) for a description of the wetland area. Please refer to the existing conditions survey prepared by CPA for the location of the wetland area and field-located wetland flags (**Attachment J**). Portions of the delineated BVW may be a component of the stormwater management system constructed as part of the Milton Woods development. Additional study may be required to determine if portions of the BVW are exempt from Wetlands Protection Act jurisdiction should they be functioning as part of a stormwater management system constructed after November 18, 1996 or, conversely, if the BVW are a byproduct of development.

Should the proposed project disturb any area within the 100-foot buffer zone to the BVW, a Notice of Intent (NOI) submission to the Town of Milton's Conservation Commission and MassDEP will be required. Additionally, and as noted in Section XI of Chapter 15 of the Town of Milton's Wetland By-Laws, the Town has a local non-disturbance zone extending a distance of 25 feet from the edge of resource areas. This non-disturbance zone increases to 100 feet for vernal pools; however, no vernal pools were identified at the Site. The Conservation Commission may grant relief from this requirement if the Commission finds that the granting of such relief will not have a significant adverse impact upon the By-laws interests.

Potential Vernal Pool

Per Sheet 3 of the plan entitled "Definitive Subdivision Plan, Milton Woods," (**Attachment C**) there is a potential vernal pool approximately 200 feet to the west of the Site. As described above, the Town of Milton has a local 100-foot buffer to vernal pools. This buffer zone does not fall within the Site; therefore, it is not anticipated to be a hinderance to a proposed development.

Federal Emergency Management Agency (FEMA) 100-Year Floodplain

Per the FEMA Community Maps (Panel #25021C0202E with an effective date of July 17, 2012), there is no floodplain or base flood elevation (BFE) at the Site; therefore, riverine flooding is not anticipated to be a hinderance to a proposed development. Refer to **Attachment H** for a FEMA figure.

BOHLER

5.0 UTILITY INFRASTRUCTURE

5.1 Sanitary Sewer System

5.1.1 Existing Sanitary Sewer System

The Town of Milton owns, operates, and maintains the sewer distribution systems in the vicinity of the Site. Per Sheet 14 of the plan entitled "Definitive Subdivision Plan, Milton Woods," (**Attachment C**), there is an existing 8" PVC sewer main that flows in a northerly direction to the northern corner of the Site. This main receives flows from the four existing on-site structures and from several abutting lots south of the Site. Additionally, the existing Milton Animal League building appears to have an existing force main that discharges to the 8" sewer main.

5.1.2 Proposed Sanitary Sewer System

The preferred approach for the design of the proposed sanitary sewer design is to connect to and re-use the existing 8" sewer main that flows towards Governor Stoughton Lane via gravity flow. Given the anticipated size of the proposed development, Bohler assumes that the existing 8" sewer main has sufficient capacity to serve the Project. Should the proposed development inhibit gravity flow, a sanitary pump station may be required to accommodate sewer flows at lower laying areas of the Site. The Project will require coordination with the Town of Milton Department of Public Works to ensure the proposed connection meets the Town's standards and requirements.

5.2 Water Service

5.1.1 Existing Water System

The Town of Milton owns, operates, and maintains the water distribution systems in the vicinity of the Site. Per Sheet 14 the plan titled "Definitive Subdivision Plan, Milton Woods," (**Attachment C**), there is an existing 8" water main within the access drive and service lines to each of the existing buildings and hydrant on Site. Based on record plans, the existing water main appears to form a "looped" connection to the abutting Milton Woods development to the south. Should the record plans be accurate, the Site is being feed from two directions.

5.2.2 Proposed Water System

The preferred approach to the proposed water system design is to connect to the existing 8" water main within the Site's existing access drive and maintain the looped connection between Governor Stoughton Lane and the Milton Woods development. This looped connection provides water to the Site from two locations, creating a reduces should either feed be interrupted. The Project will require new service connections. Additional coordination between the Project plumbing and fire protection engineers will

be required to determine if the existing water system has sufficient capacity and pressure to serve the proposed development. Furthermore, Bohler recommends a hydrant flow test be conducted prior during the early stages of design to understand the system's existing capacity and pressure. The Project will require coordination with the Town of Milton Department of Public Works to ensure the proposed system meets Town standards and requirements.

5.3 Storm Drainage System

5.3.1 Existing Storm Drainage System

As depicted on CPA's existing conditions survey, there is an existing infiltration basin located in the southwest end of the Site. An existing access/drainage easement runs within this southwest portion of the Site and provides access to the infiltration basin. Based on record drawings, it appears this infiltration basin was constructed as part of the Milton Woods development. Structures within the basin appear to discharge to an on-site wetland area. There is no evidence of existing storm drainage structures located within the access road.

5.2.2 Proposed Storm Drainage System

A stormwater management system may be required to retain and infiltrate stormwater. At this time, it is unknown whether the existing infiltration basin was sized to accommodate future development of the Site or if the basin was only sized to accommodate the abutting subdivision and the Site in its current condition. The final size and scope of the stormwater management system will be dependent upon the proposed Site layout, the amount of impervious area, the infiltration capacity of the Site's soils, and other factors.

5.4 Electrical Services

Eversource Energy (formerly NSTAR Electric) provides electric service in the vicinity of the Site. Based on initial site observations, there are existing utility poles with apparent three-phase electric lines running along the access road. It is anticipated that electric services can be extended from the existing utility poles to serve the project needs. The development will need to be reviewed with the private utility providers to confirm that available services are adequate or if any required infrastructure upgrades and related cost will be required to serve the project.

5.5 Telecommunication Services

Comcast, RCN, and Verizon are providers of telecommunication services within the vicinity of the Site. Based on the initial site observations, there are existing utility poles with telecommunication lines running along the access road. It is anticipated that

telecommunication services can be extended from the existing utility poles to serve the project needs. The development will need to be reviewed with each of the private telecommunication providers to confirm what services are and if any required infrastructure upgrades and related cost will be required to serve the project.

5.6 Gas Services

National Grid (formerly Boston Gas) is the provider of natural gas service in the vicinity of the Site. Per record information, there is a 6” gas main in Governor Stoughton Lane. The preferred approach to providing gas service to the Project is to connect to the existing gas main in Governor Stoughton Lane. The development will require review with the National Grid to confirm that the existing gas main can serve the Project’s needs or if any required infrastructure upgrades and related cost will be required to serve the project.

6.0 CONCLUSION

Based on initial diligence efforts for the Site, zoning requirements, the location of the BVW areas and their associated buffer areas, the unknown capacity of the existing on-Site infiltration basin, the two existing easements, and the potential need for a sanitary sewer pump station may constrain the development. There will also be extensive permitting requirements for the contemplated development in this District, including Site Plan Review (administered by the Planning Department), a Special Permit (issued by the Board of Appeals), a Stormwater Permit (granted by the Stormwater Authority), and Notice of Intent filing (administered by the Conservation Commission). Apart from physical site constraints and the permitting requirements outlined above, the Site appears to be a feasible location for the contemplated development given the proximity to existing utilities and the limited number of on-Site resources areas that may otherwise constrain the Project.

BOHLER

ATTACHMENTS

Attachment A – Aerial Figure
Attachment B – Assessors Information
Attachment C – Registry of Deed Records
Attachment D – USGS Map
Attachment E – Soil Information
Attachment F – Zoning Information
Attachment G – GIS Checklist
Attachment H – FEMA Figure
Attachment I – Wetlands Figure and Lucas Environmental LLC Wetland Memo
Attachment K – Existing Site Survey

ATTACHMENT A – AERIAL VIEW MAP

AERIAL FIGURE

165 GOVERNOR STOUGHTON LANE,
MILTON, MA

PREPARED BY

BOHLER

SCALE:1"=300' DATE: 06/09/2022

ATTACHMENT B – ASSESSORS INFORMATION

Unofficial Property Record Card - Milton, MA

General Property Data

Parcel ID	K 6 3	**Account Number**	
Prior Parcel ID	--		
Property Owner	TOWN OF MILTON	**Property Location**	175 GOV STOUGHTON LN
		Property Use	IMPR/MUNICI
Mailing Address	525 CANTON AV	**Most Recent Sale Date**	2/1/2018
		Legal Reference	35777-371
City	MILTON	**Grantor**	TOWN OF MILTON,
Mailing State	MA Zip 02186	**Sale Price**	5,000,000
ParcelZoning	RA	**Land Area**	0.000 acres

Current Property Assessment

Card 2 Value	**Building Value** 46,100	**Xtra Features Value** 0	**Land Value** 0	**Total Value** 46,100
Total Parcel Value	**Building Value** 668,400	**Xtra Features Value** 0	**Land Value** 743,800	**Total Value** 1,412,200

Building Description

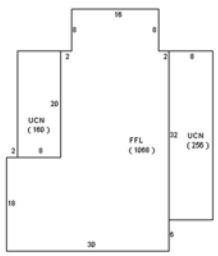
Building Style VET CLINIC	**Foundation Type** CONCRETE	**Flooring Type** ASPHL TILE
# of Living Units 6	**Frame Type** WOOD	**Basement Floor** N/A
Year Built 1980	**Roof Structure** GABLE	**Heating Type** FORCED H/A
Building Grade POOR	**Roof Cover** ASPHALT SH	**Heating Fuel** GAS
Building Condition Fair	**Siding** TEX 111	**Air Conditioning** 0%
Finished Area (SF) 1068	**Interior Walls** DRYWALL	**# of Bsmt Garages** 0
Number Rooms 0	**# of Bedrooms** 0	**# of Full Baths** 0
# of 3/4 Baths 0	**# of 1/2 Baths** 1	**# of Other Fixtures** 0

Legal Description

Narrative Description of Property

This property contains 0.000 acres of land mainly classified as IMPR/MUNICI with a(n) VET CLINIC style building, built about 1980 , having TEX 111 exterior and ASPHALT SH roof cover, with 6 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 1 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Unofficial Property Record Card - Milton, MA

General Property Data

Parcel ID	K 6 3	**Account Number**	
Prior Parcel ID	--		
Property Owner	TOWN OF MILTON	**Property Location**	169 GOV STOUGHTON LN
		Property Use	IMPR/MUNICI
Mailing Address	525 CANTON AV	**Most Recent Sale Date**	2/1/2018
		Legal Reference	35777-371
City	MILTON	**Grantor**	TOWN OF MILTON,
Mailing State	MA Zip 02186	**Sale Price**	5,000,000
ParcelZoning	RA	**Land Area**	0.000 acres

Current Property Assessment

Card 3 Value	**Building Value** 460,000	**Xtra Features Value** 0	**Land Value** 0	**Total Value** 460,000
Total Parcel Value	**Building Value** 668,400	**Xtra Features Value** 0	**Land Value** 743,800	**Total Value** 1,412,200

Building Description

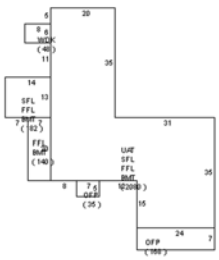
Building Style OLD STYLE	**Foundation Type** BRICK/STN	**Flooring Type** HARDWOOD
# of Living Units 1	**Frame Type** WOOD	**Basement Floor** EARTH
Year Built 1900	**Roof Structure** GABLE	**Heating Type** FORCED H/A
Building Grade GOOD	**Roof Cover**	**Heating Fuel** OIL
Building Condition Fair	**Siding** CLAPBOARD	**Air Conditioning** 0%
Finished Area (SF) 4664	**Interior Walls** PLASTER	**# of Bsmt Garages** 0
Number Rooms 0	**# of Bedrooms** 0	**# of Full Baths** 1
# of 3/4 Baths 0	**# of 1/2 Baths** 0	**# of Other Fixtures** 0

Legal Description

Narrative Description of Property

This property contains 0.000 acres of land mainly classified as IMPR/MUNICI with a(n) OLD STYLE style building, built about 1900 , having CLAPBOARD exterior and roof cover, with 1 unit(s), 0 room(s), 0 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Unofficial Property Record Card - Milton, MA

General Property Data

Parcel ID	K 6 3	**Account Number**	
Prior Parcel ID	--		
Property Owner	TOWN OF MILTON	**Property Location**	165 GOV STOUGHTON LN
		Property Use	IMPR/MUNICI
Mailing Address	525 CANTON AV	**Most Recent Sale Date**	2/1/2018
		Legal Reference	35777-371
City	MILTON	**Grantor**	TOWN OF MILTON,
Mailing State	MA Zip 02186	**Sale Price**	5,000,000
ParcelZoning	RA	**Land Area**	4.310 acres

Current Property Assessment

Card 1 Value	**Building Value** 162,300	**Xtra Features Value** 0	**Land Value** 743,800	**Total Value** 906,100
Total Parcel Value	**Building Value** 668,400	**Xtra Features Value** 0	**Land Value** 743,800	**Total Value** 1,412,200

Building Description

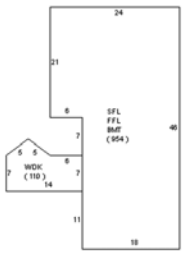
Building Style	OLD STYLE	**Foundation Type**		**Flooring Type**	N/A
# of Living Units	1	**Frame Type**		**Basement Floor**	N/A
Year Built	1900	**Roof Structure**	GABLE	**Heating Type**	FORCED H/A
Building Grade	AVERAGE	**Roof Cover**	ASPHALT SH	**Heating Fuel**	OIL
Building Condition	Poor	**Siding**		**Air Conditioning**	0%
Finished Area (SF)	1908	**Interior Walls**	N/A	**# of Bsmt Garages**	0
Number Rooms	0	**# of Bedrooms**	0	**# of Full Baths**	1
# of 3/4 Baths	0	**# of 1/2 Baths**	0	**# of Other Fixtures**	0

Legal Description

Narrative Description of Property

This property contains 4.310 acres of land mainly classified as IMPR/MUNICI with a(n) OLD STYLE style building, built about 1900 , having exterior and ASPHALT SH roof cover, with 1 unit(s), 0 room(s), 0 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

ATTACHMENT C – REGISTRY OF DEEDS RECORDS

Bk 35777 Pg371 #9201
02-01-2018 @ 02:21p

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA
CERTIFY
WILLIAM P O'DONNELL REGISTER

QUITCLAIM DEED

The Town of Milton, Massachusetts, by its Board of Selectmen, acting as Trustees under the Will of William Stoughton (Suffolk County Probate Case No. 2675), having an address of 525 Canton Avenue, Milton, MA 02186

for consideration paid, and in full consideration of Five Million Dollars ($5,000,000.00)

grants to Pulte Homes of New England, LLC, a Michigan limited liability company registered to do business in the Commonwealth of Massachusetts having a place of business at 115 Flanders Road, Suite 200, Westborough, Massachusetts 01581

with quitclaim covenants

That certain parcel of land, together with all improvements thereon, if any, situated at or near the end of Governor Stoughton Lane in the Town of Milton, Norfolk County, Commonwealth of Massachusetts, as shown on that plan of land entitled "Definitive Subdivision Plan Milton Woods in Milton, MA," dated November 9, 2016, as revised, prepared for Pulte Homes of New England, LLC, prepared by Marchionda & Associates, L.P., Engineering and Planning Consultants, 62 Montvale Avenue, Suite I, Stoneham, MA 02180, and recorded with the Norfolk County Registry of Deeds in Plan Book 666, Plan 71 (the "Plan").

Said premises containing approximately 29.69 acres of land, more or less, according to the Plan.

The premises are conveyed subject to and with the benefit of such easements, conditions and restrictions of record, including, without limitation, the following:

A. Grant of Easement by the Town of Milton to Thomas J. Flatley, d/b/a The Flatley Company, dated June 4, 1981 and recorded with said Registry in Book 5891, Page 390;

B. Termination of Agreement and Grant of Easement by McNeil-Quisset Limited Partnership to the Town of Milton, dated September 12, 1985 and recorded with said Registry in Book 6793, Page 571;

Property Address: 29.69+/- acres, situated at the end of Governor Stoughton Lane, Milton, Massachusetts

5

NOT AN OFFICIAL COPY

C. Maintenance Agreement by and between Patrick J. Glynn, William Cobb, Michael T. Glynn and S. John Hajjar and Astrid Hajjar, dated April 5, 2000 and recorded with said Registry in Book 14137, Page 593;

D. Grant of Easement by the Town of Milton to Patrick J. Glynn, dated April 5, 2000 and recorded with said Registry in Book 14137, Page 599;

E. Grant of Easement by the Town of Milton to William Cobb, dated April 5, 2000 and recorded with said Registry in Book 14137, Page 601; and

F. Grant of Easement by the Town of Milton to Michael T. Glynn, dated April 5, 2000 and recorded with said Registry in Book 14137, Page 603.

The Premises are conveyed together with permanent access apputenant to the premises from Unquity Road pursuant to a Metropolitan Park Commission Taking dated April 22, 1896 and recorded with said Registry on April 27, 1896 in Book 759, Page 10.

Excluded from this conveyance is that certain parcel of land, together with all improvements thereon, if any, located in the Town of Milton, Norfolk County, Commonwealth of Massachusetts, and shown as Lot A on the Plan, containing approximately 4.00 acres of land, more or less, according to the Plan.

For Grantor's title see the Will of William Stoughton (Suffolk County Probate Case No. 2675), and for grantor's authority hereunder see the Judgment authorizing the conveyance of the premises, dated January 23, 2014 and issued by the Norfolk County Probate and Family Court, Docket No. 13E0068 an attested copy of which is recorded herewith.

The Grantor being a Town of the Commonwealth of Massachusetts, no deed excise stamps are required pursuant to Chapter 64D, Section 1 of the Massachusetts General Laws.

[SIGNATURE PAGE FOLLOWS]

NOT AN OFFICIAL COPY

Witness our hands and seals this 31 day of JAN. 2018.

Town of Milton, Massachusetts, by its Board of Selectmen, acting as Trustees under the Will of William Stoughton

By: _____
David T. Burnes, Chairman

By: Kathleen M. Conlon
Kathleen M. Conlon, Selectman

By: _____
Richard G. Wells, Jr., Selectman

Commonwealth of Massachusetts

Norfolk, ss.

On this 31 day of JAN., 2018, before me, the undersigned notary public, personally appeared David T. Burnes, Selectman for the Town of Milton, as Trustee under the Will of William Stoughton, proved to me through satisfactory evidence of identification, which was □ photographic identification with signature issued by a federal or state government agency, □ oath or affirmation of a credible witness, □ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and in his capacity as aforesaid.

_____
Notary Public
My commission expires: 9/3/2021

James D. McAuliffe NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES SEPT. 3, 2021

NOT AN OFFICIAL COPY

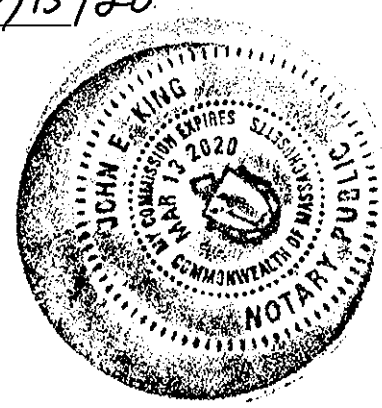
Commonwealth of Massachusetts

NOT AN OFFICIAL COPY

Norfolk, ss.

On this 31st day of January, 2018, before me, the undersigned notary public, personally appeared Kathleen M. Conlon, Selectman for the Town of Milton, as Trustee under the Will of William Stoughton, proved to me through satisfactory evidence of identification, which was □ photographic identification with signature issued by a federal or state government agency, □ oath or affirmation of a credible witness, □ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and in her capacity as aforesaid.

Notary Public
My commission expires: 3/13/20



NOT AN OFFICIAL COPY

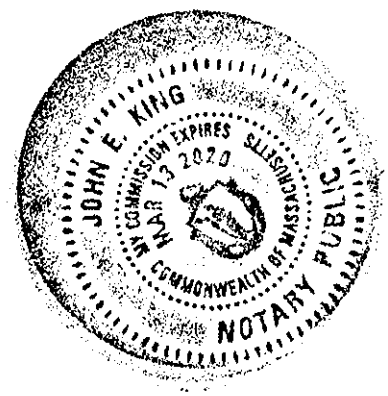
Commonwealth of Massachusetts

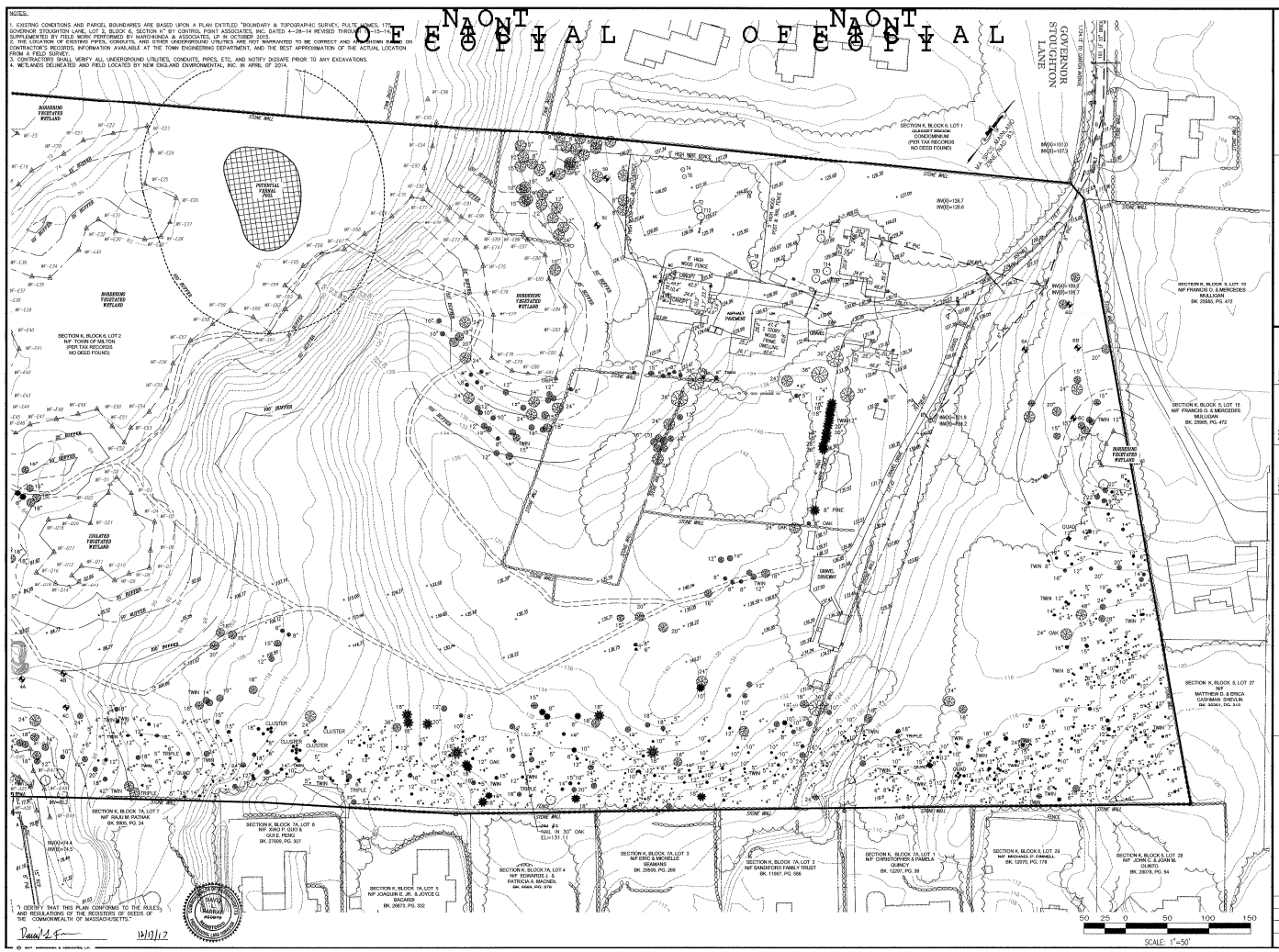
NOT AN OFFICIAL COPY

Norfolk, ss.

On this 31st day of January, 2018, before me, the undersigned notary public, personally appeared Richard G. Wells, Jr., Selectman for the Town of Milton, as Trustee under the Will of William Stoughton, proved to me through satisfactory evidence of identification, which was □ photographic identification with signature issued by a federal or state government agency, □ oath or affirmation of a credible witness, □ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and in his capacity as aforesaid.

Notary Public
My commission expires: 3/13/20





REGISTRY USE ONLY

Norfolk Registry of Deeds
Dedham, Mass.
Received for Registration on: January 1 20 18
With Doc. No. 1425N
Town of Milton Tx
William Stoughton Exempt
Filed as Page 13
Pl. Bk. 666
Attest: Jean Murphy Register

APPROVED BY THE TOWN OF MILTON PLANNING BOARD
Deborah A. Eliason 12/14/17
DATE

REV	DESCRIPTION	DATE	DRW:	DES:	CHK:
3.	DOR REVISIONS	10/19/17			
2.	MISC. REVISIONS	1/19/17			
1.	MISC. REVISIONS & BUS STOP	12/13/16			

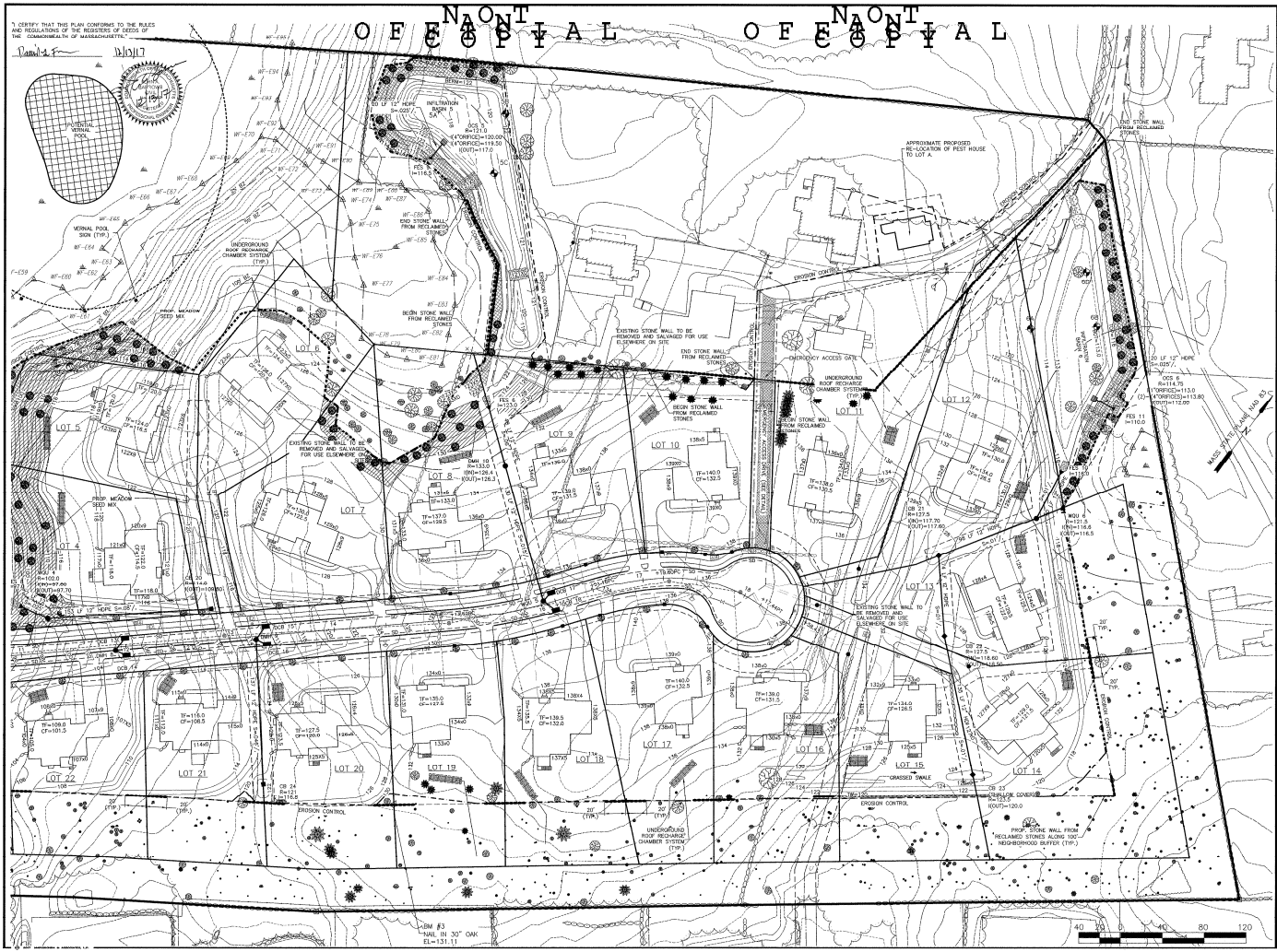
EXISTING CONDITIONS

DEFINITIVE SUBDIVISION PLAN
MILTON WOODS
IN
MILTON, MA
PREPARED FOR
PULTE HOMES OF NEW ENGLAND, LLC
115 FLANDERS ROAD
WESTBORO, MA 01581

Marchionda & Associates, L.P.
Engineering and Planning Consultants
62 Montvale Avenue
Suite I
Stoneham, MA 02180
TEL: (781) 438-6121
FAX: (781) 438-9654
Email: engineering@marchionda.com
Website: www.marchionda.com

DATE: NOVEMBER 9, 2016
K:\PROJECTS\487-200\DEFINITIVE PLANS\D3-SHEET.DWG
M. & A. NO.: 487-200 SCALE: 1"=50'
SHEET 3 OF 23

666-73-2018



REGISTRY USE ONLY

Norfolk Registry of Deeds
Dedham, Mass.
Received February 1 20 18
With Plan of Milton to
William Straughten Est
Filed as Page 66
Pl. Bk.
Attest: James P. Lawlor Register

APPROVED BY THE TOWN OF MILTON PLANNING BOARD
Rosemary Ruland 12/14/17
DATE

REV.	DESCRIPTION	DATE	DRN:	DES:	CHK:
3.	DSR REVISIONS	10/19/17			
2.	MISC. REVISIONS	1/18/17			
1.	MISC. REVISIONS & BUS. STOP	12/23/16			

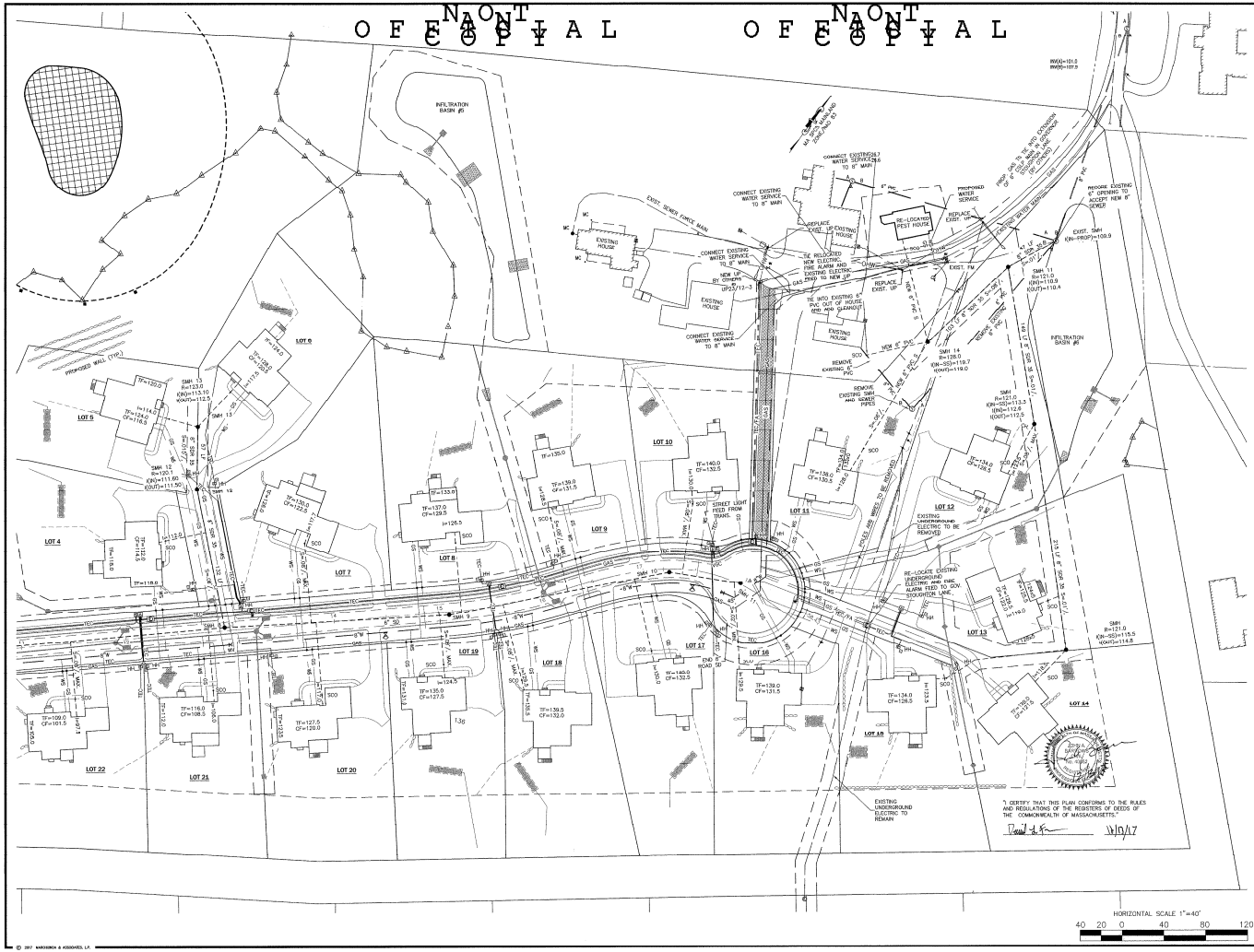
GRADING AND DRAINAGE PLAN

DEFINITIVE SUBDIVISION PLAN
MILTON WOODS
IN
MILTON, MA
PREPARED FOR
PULTE HOMES OF NEW ENGLAND, LLC
115 FLANDERS ROAD
WESTBORO, MA 01581

Marchionda & Associates, L.P.
Engineering and Planning Consultants
62 Montvale Avenue
Suite 1
Stoneham, MA 02180
TEL: (781) 438-6121
FAX: (781) 438-9654
Email: engineering@marchionda.com
Website: www.marchionda.com

DATE: NOVEMBER 9, 2016
H:\PROJECTS\487-200\CONSTRUCTION\PLANS\GRADING AND DRAINAGE.DWG
M. & A. NO.: 487-200 SCALE: 1" = 40'
SHEET 12 OF 23

666-82-2018



© 2017 MARCHIONDA & ASSOCIATES, LP.

666-84-2018

REGISTRY USE ONLY

Norfolk Registry of Deeds
Dedham, Mass.

Received 2018 Feb 1
With Deed from Town of Milton to William Stoughton Est
Filed as Page 84
Plan No. 666
Attest. Theodore Poplawski Register

APPROVED BY THE TOWN OF MILTON PLANNING BOARD

DATE 12/11/17

REV	DESCRIPTION	DATE	DRW:	CHKD:	CHK:
3.	DOR REVISIONS	10/19/17			
2.	MISC. REVISIONS	1/18/17			
1.	MISC. REVISIONS & BUS STOP	12/13/16			

UTILITY PLAN

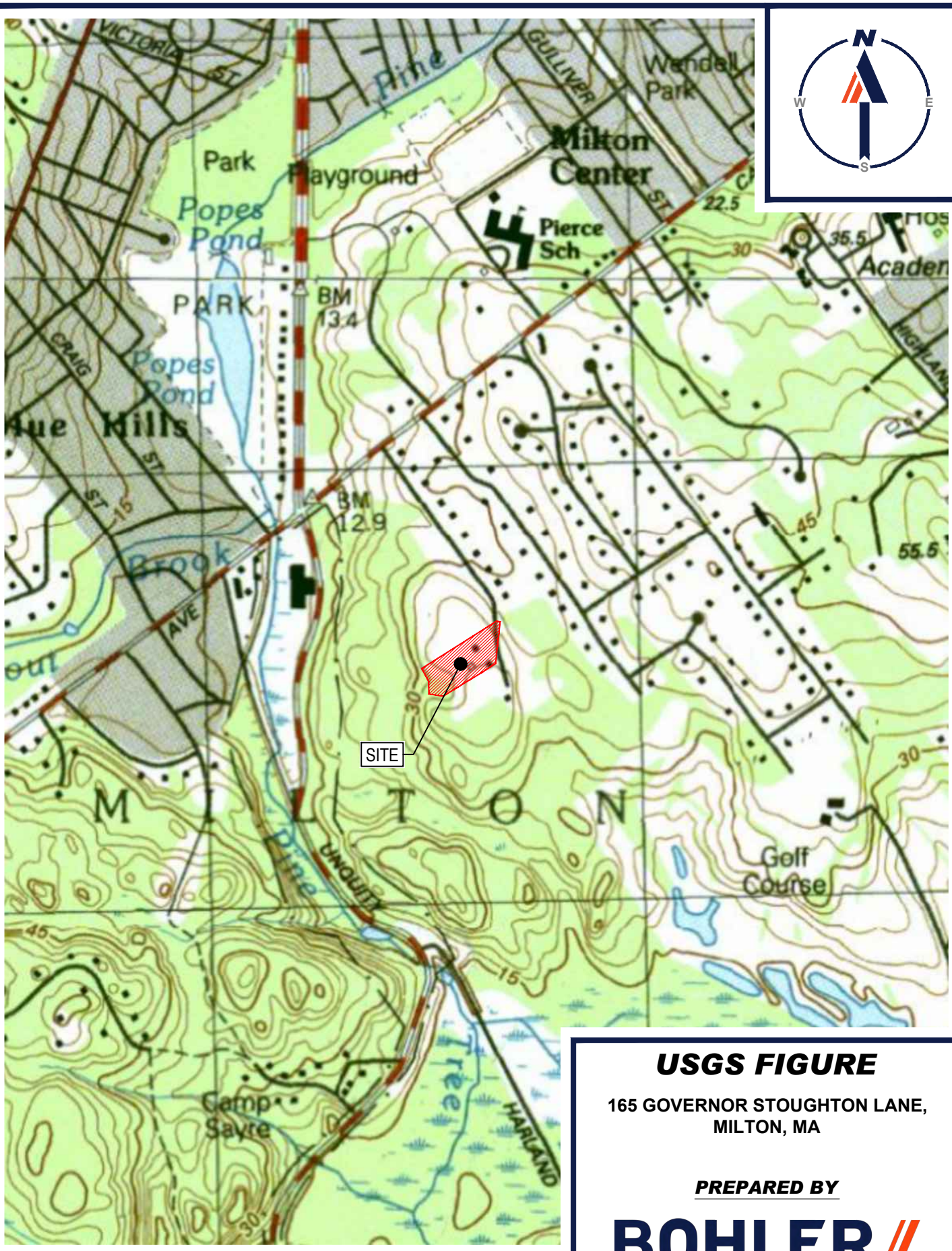
DEFINITIVE SUBDIVISION PLAN
MILTON WOODS
IN
MILTON, MA

PREPARED FOR
PULTE HOMES OF NEW ENGLAND, LLC
115 FLANDERS ROAD
WESTBORO, MA 01581

Marchionda & Associates, L.P.
Engineering and Planning Consultants
62 Montvale Avenue
Suite 1
Stoneham, MA 02180
TEL: (781) 438-6121
FAX: (781) 438-9654
Email: engineering@marchionda.com
Website: www.marchionda.com

DATE: NOVEMBER 9, 2016
H:\PROJECTS\487-200\DEFINITIVE\PLANS\UTIL.DWG
M. & A. NO.: 487-200 SCALE: 1" = 40'
SHEET 14 OF 23

ATTACHMENT D – USGS MAP



SOURCE: USGS TOPOGRAPHIC MAPS

USGS FIGURE

165 GOVERNOR STOUGHTON LANE, MILTON, MA

PREPARED BY

BOHLER

SCALE:1"=1000' DATE: 06/09/2022

ATTACHMENT E – SOIL INFORMATION

Soil Map—Norfolk and Suffolk Counties, Massachusetts

Map Scale: 1:3,640 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:25,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Norfolk and Suffolk Counties, Massachusetts
Survey Area Data: Version 17, Sep 3, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 13, 2020—Oct 18, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
71B	Ridgebury fine sandy loam, 3 to 8 percent slopes, extremely stony	12.2	17.5%
310B	Woodbridge fine sandy loam, 3 to 8 percent slopes	13.3	18.9%
312B	Woodbridge fine sandy loam, 0 to 8 percent slopes, extremely stony	3.2	4.5%
317B	Scituate fine sandy loam, 3 to 8 percent slopes, extremely stony	7.0	10.0%
422B	Canton fine sandy loam, 0 to 8 percent slopes, extremely stony	6.2	8.9%
422C	Canton fine sandy loam, 8 to 15 percent slopes, extremely stony	20.4	29.1%
424B	Canton fine sandy loam, 3 to 8 percent slopes, extremely bouldery	1.8	2.6%
424C	Canton fine sandy loam, 8 to 15 percent slopes, extremely bouldery	5.9	8.5%
Totals for Area of Interest		**70.0**	**100.0%**

Norfolk and Suffolk Counties, Massachusetts

422C—Canton fine sandy loam, 8 to 15 percent slopes, extremely stony

Map Unit Setting

National map unit symbol: 2w815
Elevation: 0 to 1,310 feet
Mean annual precipitation: 36 to 71 inches
Mean annual air temperature: 39 to 55 degrees F
Frost-free period: 145 to 240 days
Farmland classification: Not prime farmland

Map Unit Composition

Canton, extremely stony, and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Canton, Extremely Stony

Setting

Landform: Moraines, hills, ridges
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Nose slope, side slope, crest
Down-slope shape: Convex, linear
Across-slope shape: Convex
Parent material: Coarse-loamy over sandy melt-out till derived from gneiss, granite, and/or schist

Typical profile

Oi - 0 to 2 inches: slightly decomposed plant material
A - 2 to 5 inches: fine sandy loam
Bw1 - 5 to 16 inches: fine sandy loam
Bw2 - 16 to 22 inches: gravelly fine sandy loam
2C - 22 to 67 inches: gravelly loamy sand

Properties and qualities

Slope: 8 to 15 percent
Surface area covered with cobbles, stones or boulders: 9.0 percent
Depth to restrictive feature: 19 to 39 inches to strongly contrasting textural stratification
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high (0.14 to 14.17 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 3.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Ecological site: F144AY034CT - Well Drained Till Uplands
Hydric soil rating: No

Minor Components

Scituate, extremely stony

Percent of map unit: 6 percent
Landform: Hills, drumlins, ground moraines
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex, linear
Across-slope shape: Convex
Hydric soil rating: No

Montauk, extremely stony

Percent of map unit: 5 percent
Landform: Recessionial moraines, ground moraines, hills, drumlins
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex, linear
Across-slope shape: Convex
Hydric soil rating: No

Charlton, extremely stony

Percent of map unit: 5 percent
Landform: Ridges, ground moraines, hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex, linear
Across-slope shape: Convex
Hydric soil rating: No

Hollis, extremely stony

Percent of map unit: 4 percent
Landform: Ridges, hills
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Nose slope, side slope, crest
Down-slope shape: Convex
Across-slope shape: Linear, convex
Hydric soil rating: No

Data Source Information

Soil Survey Area: Norfolk and Suffolk Counties, Massachusetts
Survey Area Data: Version 17, Sep 3, 2021

ATTACHMENT F – ZONING INFORMATION

BOHLER

Zoning Review Form

PROJECT INFORMATION					
Project:	165 Gov. Stoughton Lane	**Project No.:**	MAB220023	**Date:**	June 8, 2022
City/Town:	Milton	**Program:**	Milton Planning Board	**Acreage:**	4.310
Client:	Town of Milton	**Contact/Phone:**	Tim Czerwienski (617) 898-4847		
Preparer:	Angela Botto				
Other Contact & Phone Nos.:					
Director of Planning and Community Development: Tim Czerwienski (617) 898-4847					
Assistant Town Planner:	Josh Lee (617) 898-4969	**Director of Public Works:** Chase P. Berkeley, PE (617) 898-4900			
Conservation Commission:	Steve Ivas (617) 898-4974	**Water/Sewer Superintendent:** Gregory McEntee (617) 898-4871			
Bylaw Date:	February 10, 1938	**Amended:**	May 2009		
Zoning District(s):	Residential A	**Section:**			
Permitted Uses:	Detached one-family, religious purposes, educational purposes, agricultural, horticultural, or floricultural, municipal use				
Uses Allowed by Special Permit Only:	Private clubs, cemetery, garaging more than five vehicles as an accessory to a dwelling, greenhouse or nursery, charitable or philanthropic use, riding stable, public utility/communications, two-family, school bus parking				

DIMENSIONAL REQUIREMENTS		SECTION	PAGE
Min. Lot Area	40,000	VI. A.	57
Min. Lot Frontage	150	VI. A.	57
Min. Front Yard	30	VI. B.	60
Min. Side Yard	15	VI. C.	61
Min. Rear Yard	30	VI. D.	62
Max. Building Coverage and Floor Space	15% or 3,000 square feet	VI. E.	63
Min. Open Space	Open space shall be equal to 75% of the buildings plus the area of all parking areas and driveways	VI. F.	64
Max. Building Height	35	V. A.	52
Max. Building Stories	2.5	V. A.	52

OTHER REQUIREMENTS		SECTION	PAGE
Corner Clearance	No building, fence, or other structure shall be erected and no tree shrub or other planting shall be planted or allowed to exist, which prevents an unobstructed view through the space between 3.5 ft – 8ft above the ground within the area formed by intersecting side lines forming the corner of the intersecting streets and a line joining points on such lines 25 ft distant from the point of intersection.	VI. G. 2.	65
Driveways and Paved Areas	No more than 40% of the front yard setback shall be paved	VI.G.3.	65
Signs	No person shall erect any permanent sign of any type in any residential zoning district.	III. 3. A.	12
Earth Materials Removal and Deposit of Fill	The removal of loam, soil, clay, sand, gravel, stone or other earth material from any land in the Town of Milton, not in public use is prohibited except if authorized by a permit issues by the Board of Appeals	IV. A. 1.	41

APPROVALS/VARIANCES/SPECIAL PERMIT		SECTION	PAGE
Site Plan Approval	Required for multi-family or construction, reconstruction of more than 800 sf of a commercial building with the Planning Board	VII. D. 1. a-b	94
Special Permits	For used listed in the Special Permit required with the Board of Appeals	IX. C. 1.-2.	96
Variances	Variances from the terms of bylaws should be submitted with the Board of Appeals	IX. C. 1.-2.	96
UTILITY COMPANIES/DEPARTMENTS			
Electric	Eversource Energy (NSTAR Electric)		
Gas	National Grid (Boston Gas)		
Telecom	Comcast, RCN and Verizon		
Sewer	Town of Milton		
Water	Town of Milton		

Zoning Updates

MILTON, MASSACHUSETTS

Legend

Zoning Districts Updated by Zone Code

- Business
- Residential A
- Residential AA
- Residential B
- Residential C
- Residential D
- Residential D1
- Residential D2
- Residential E
- State

BUS
RES C
RES B
93
BUS
BUS
RES A
RES B
RES B
RES A
RES B
RES D
RES C
RES B
RES B
RES A
RES A
RES D1
RES C
RES B
RES D1
RES B
RES E
RES B
RES AA
RES AA
RES A
RES A
RES D2
RES B
RES C
93

Produced by the Town of Milton Engineering Department.
525 Canton Avenue Milton, MA 02186 (617) 898-4973

Data Source:
Town of Milton Engineering Department.
Town of Milton Planning Department

Date: January 29, 2018

Map Created by Allan Bishop, GISP

N

0 0.125 0.25 0.5 0.75 1 Miles

Map Location: G:_GIS\GISProjects\Projects18\Planning\ZoningUpdates18\projects\ZoningUpdates18-2.mxd

ZONING BYLAWS

OF THE

TOWN OF MILTON

ADOPTED FEBRUARY 10, 1938

AS AMENDED THROUGH THE
MAY 2009 SPECIAL TOWN MEETING

TABLE OF CONTENTS

SECTION I. Definitions. 1
SECTION II. Establishment of Districts. 4
SECTION III. Use Regulations. 5
A. Residence AA, A, B, and C District Uses: 5
B. Accessory Uses in Residence AA, A, B and C Districts. 11
C. Business District Uses 12
D. Residence D, D–1, D–2 Use 17
E. Residence E Use 18
G. Wireless Telecommunication Facilities. 18
H. Limited Exterior Storage of Materials. 25
I. Planned Unit Development. 25
J. Central Avenue Planned Unit Development. 30
K. Brownfield Planned Unit Development 36
SECTION IV. Non–Conforming Uses of Building and Land. 40
SECTION IV A. Earth Materials Removal and Deposit of Fill. 41
SECTION IV B. Wetlands Regulations. 44
SECTION IV C. Flood Plain District Regulations. 45
Section IV D Wind Tower 48
SECTION V. Height Regulations. 52
SECTION VI. Area Regulations. 57
A. Lot Sizes and Frontages. 57
B. Front Yards. 60
C. Side Yards. 61
D. Rear Yards. 62
E. Building Coverage and Floor Space. 63
F. Open Space. 64
G. Miscellaneous Provisions. 65
H. Landscaping. 65
I. Parking, Ways and Lighting. 65
J. Cluster Developments. 66
K. Attached Cluster Development. 73
L. Condominium Conversion Special Permit. 77
M. Open Space Development Special Permit. 81
SECTION VII. Parking Regulations. 83
SECTION VIII. Administration. 93
A. Enforcement. 93
B. Submission of Plots. 93
C. Occupancy Permit. 93
D. Site Plan Approval. 94

Intentionally left blank

SECTION IX. Board of Appeals. 96
A. Appointment. 96
B. Notice. 96
C. Special Permits or Other Permits. 96
D. Variance and Appeals. 97
E. Relief. 97
F. Zoning Administrator. 97
SECTION X. Other Bylaws, Rules or Regulations. 98
SECTION XI. Penalty. 98
SECTION XII. Validity. 98
SECTION XIII. Amendments. 98
Index 99

SECTION II. Establishment of Districts.

A. Classes of Districts. The town of Milton is hereby divided, as shown on the Zoning Map entitled "Map of Milton, Massachusetts, showing Zoning Districts," dated January 7, 1938 and filed with the Town Clerk, and hereby declared a part of this bylaw, into nine classes of districts:

1. Residence A districts;
2. Residence B districts;
3. Residence C districts;
4. Business districts;
5. Residence D districts;
6. Residence D–1 districts;
7. Residence E districts;
8. Residence AA districts;
9. Residence D–2 districts.

B. Boundaries of Districts. The boundaries of business districts hereunder shall continue to be as existing immediately prior to the adoption of this bylaw. The boundaries of Residence AA districts, Residence A districts, Residence B districts, Residence C districts, Residence D districts, Residence D–1 districts, Residence D–2 districts, and Residence E districts shall be as shown on the Zoning Map which is part of this bylaw.

Section 1.01 ZONING MAP CHANGED BY VOTES AT THE FOLLOWING TOWN MEETINGS

ARTICLE 57	MARCH 9, 1940
ARTICLE 57	MARCH 8, 1947
ARTICLE 48	MARCH 8, 1958
ARTICLE 3	NOVEMBER 18, 1969
ARTICLE 45	MARCH 15, 1977
ARTICLE 45	MARCH 14, 1978
ARTICLE 6	JUNE 13, 1978
ARTICLE 17	MARCH 12, 1988
ARTICLE 14	JUNE 7, 1988
ARTICLE 40	MAY 7, 2002

C. Lots in Two Districts. Where a district boundary line divides a lot recorded prior to the time this bylaw is adopted, the regulations and restrictions of the less restricted portion of such lot shall govern such portion of such lot as shall be within the more restricted district and shall lie within thirty feet of said boundary line, provided the lot has a frontage on a street in the less restricted district.

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:

1 Detached one–family dwelling;

2. Religious purposes;

3. Educational purposes on land owned or leased by the Commonwealth or any of its agencies, subdivisions, or bodies politic or by a religious sect or denomination, or by a non–profit educational corporation;

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.

5. Municipal use, other than housing of any kind whether controlled by a Milton Housing Authority or otherwise;

6. Accessory use on the same lot with and customarily incident to any of above permitted uses, or to the uses permitted in accordance with the following subsection numbered 7, and not detrimental to a residential neighborhood;

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:

   (a) Private clubs not conducted for profit;

   (b) Cemetery, not conducted for profit;

   (c) The garaging or maintaining on any lot of more than five automobiles when accessory to a dwelling;

   (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;

   (e) Charitable or philanthropic use (including hospital or sanitarium) not conducted for profit, but not including any use described in paragraph D of this Section;

   (f) Riding stable;

   (g) Public utility or public communications building not including a service station or outside storage of supplies;

   (h) A two–family house (as defined below) if the lot on which it will stand lies between two lots on which a building designed for occupancy by two or more families each, located on the same side of the street and less than 100 feet apart.

A two–family house is a residential building fitted to be occupied by two families which are independent of each other as regards the preparation of food;

(i) A dwelling used primarily and principally for residential purposes may be used incidentally but without public display of goods or wares, or signs except as permitted in subsection B.3 hereof, for the sale of foods or of goods of home manufacture prepared or made therein by the occupants of such dwelling, for the operation of a telephone answering service, or for other incidental purposes which are not primarily industrial, trade, manufacturing or commercial purposes, provided, in each case, the Board of Appeals shall determine that the use of such building is incidental only and that such use will not be substantially detrimental to the use of other property in the neighborhood;

(j) The parking of school buses on town–owned land.

8. The following use, if authorized by permit issued by the Planning Board and subject to appropriate conditions, limitation, and safeguards stated in writing by the Planning Board and made a part of the permit:

Condominium units converted from existing estate buildings, as provided in subsection L of Section VI.

9. The following use, if authorized by special permit issued by the Board of Appeals subject to the following conditions, and to such further limitations and safeguards as the Board of Appeals may deem necessary or appropriate:

Detached one–family dwelling with temporary apartment.

The Board of Appeals shall not issue a special permit for a detached one–family dwelling with a temporary apartment except upon the following conditions which shall be in writing and part of the special permit:

a. The applicant(s) for the special permit must be the owner(s) of the one–family dwelling in which the temporary apartment is proposed. During the effective dates of a special permit hereunder, an owner or owners with at least a 50% ownership interest in the dwelling, shall have his/her/their primary residence either in the temporary apartment or in the principal dwelling quarters. The application shall specify whether the owner(s)–occupant(s) will dwell in the temporary apartment or in the principal dwelling quarters. For the purposes of this paragraph, “principal dwelling quarters” shall mean the portion of a one–family dwelling not included in a temporary apartment.

b. If the owner(s)–occupant(s) will occupy the principal dwelling quarters, the application for a special permit and the special permit shall specify the names of all the tenants who will occupy the temporary apartment, or, if the owner(s)–occupant(s) will occupy the temporary apartment, the application and the special permit shall specify the names of all the tenants who will occupy the principal dwelling quarters. At least one of the tenants living in the premises during the term of the special permit must bear one of the following relationships to at least one of the owner(s)–occupant(s) or to a spouse, a former spouse, or a deceased

spouse of an owner–occupant: mother, father, stepmother, stepfather, child, stepchild, grandparent, grandchild, aunt, uncle, niece, nephew.

c. Each of the tenants specified in the application for a special permit and in the special permit shall bear at least one of the following relationships to each of the other tenants: spouse, child, parent, stepchild, stepparent, brother, sister, stepbrother, or stepsister. Only the tenants specified in the special permit may reside in the premises, except for newborn or newly adopted children and for a nurse, nurse's aide, homemaker, or other such person necessary to care for a tenant who is so specified.

d. In the application for a special permit, the applicant(s) shall submit a design in adequate detail showing the layout of the temporary apartment and specifying all changes required to be made to the existing dwelling for such apartment; the applicant(s) shall submit a further design in adequate detail showing the incorporation of the temporary apartment into the principal dwelling quarters upon expiration of the special permit. These designs shall show: that the temporary apartment will be created without exterior modifications to the dwelling except as may be required for safety; that in the event an additional entrance or egress is so required, it shall be unobtrusively located on the side or rear of the dwelling; that any new stairway to the second or third floor shall be enclosed and be unobtrusively located on the rear of the dwelling; and that the dwelling shall retain the appearance of a single–family dwelling. The designs shall also show that the temporary apartment can be readily and inexpensively incorporated into the principal dwelling quarters upon expiration of the special permit. These designs shall be made a part of the special permit so as to specify all permissible alterations for creation of the temporary apartment and the necessary alterations, including removal of kitchen facilities, which will be required to merge the space back into a one–family dwelling upon the expiration of the special permit.

e. The lot on which a detached one–family dwelling with temporary apartment is located shall be of adequate size and configuration to permit the increased use without adverse impact on neighboring properties. The application for the special permit shall specify the location and amount of parking necessary to meet the needs of the occupants of the principal dwelling quarters and the occupants of the temporary apartment. Additional parking which may be required on account of the increased use shall be partially screened from neighboring properties by such planting as may be deemed adequate by the Board of Appeals. In no event shall creation of a temporary apartment reasonably require that more than five vehicles be garaged or maintained accessory to a one–family dwelling with a temporary apartment, and no more than five vehicles shall be garaged or maintained accessory to such dwelling at any time during existence of the apartment.

f. The one–family dwelling in which a temporary apartment is located shall be of adequate size for the uses of both the temporary apartment and the principal dwelling quarters. The temporary apartment shall not contain in excess of eight

hundred (800) square feet of floor area or one–third of the floor area of the dwelling, whichever is less. There shall be no more than two (2) bedrooms in a temporary apartment. A temporary apartment shall be entirely contained within the existing dwelling or on the second floor of an attached garage. Garage parking space, which existed within five years before application for a special permit is made, cannot be used as living space in a temporary apartment or the associated principal dwelling quarters. A temporary apartment may not be located in a building which is not part of a dwelling or an attached garage. During the period in which a temporary apartment exists in or has been approved for a dwelling, there shall be no enlargement of the dwelling. During the period a temporary apartment exists, there shall be no boarders or lodgers in the principal dwelling quarters or in the temporary apartment.

g. A special permit for a detached one–family dwelling with temporary apartment shall terminate by reason of any of the following events:
   1. Sale of the premises.
   2. Residence by a tenant not named in the special permit, except for newborn or newly adopted children or for a nurse, nurse's aide, homemaker, or other such person necessary to care for a tenant who is so named in the special permit.
   3. Residence by a boarder or lodger in either the temporary apartment or in the principal dwelling quarters.
   4. Failure of an owner or owners with at least a 50% ownership interest in the dwelling to have his/her/their primary residence in the dwelling.
   5. Violation of any other term of the special permit which is not cured within two weeks of notice of the violation, mailed to the assessed owner by certified mail, return receipt requested.
   6. The expiration of four (4) years from the date on which the special permit was granted, or the expiration of four (4) years from the date on which the special permit may have been extended.

If the Building Commissioner has cause to believe that one of the foregoing events, numbered 2–5, has occurred, he shall schedule a hearing by the Board of Appeals for a determination whether such an event has occurred and shall give notice of the time, place, and reason for the hearing to the assessed owner(s) of the property by certified mail, return receipt requested, mailed at least two weeks before the hearing. At the hearing, the Building Commissioner or a designee shall specify the basis of his belief that one of the events has occurred, including information provided by third persons, who also may speak at the hearing. The holder of the special permit shall then have the burden of convincing the Board of Appeals that no event terminating the special permit has occurred. Unless the Board of Appeals is convinced that no such event has occurred, it shall formally revoke the special permit which shall thereupon terminate.

h. Following sale of the premises, expiration of the term of the special permit or revocation of the special permit by the Board of Appeals, there shall be no further use or occupancy of the temporary apartment separately from the

principal dwelling quarters. The temporary apartment shall be incorporated with the principal dwelling quarters within sixty (60) days from the date of sale, from the date of revocation of the special permit, or from the date of expiration of the special permit, whichever occurs first. Extension of a special permit may be denied solely on the basis of prior lack of cooperation of an owner with the Building Commissioner's reasonable efforts to ascertain whether the conditions, limitations, and safeguards of the special permit were being met from time to time during the term of the special permit. Uncured violation of a condition of a special permit shall be continuing cause for its termination, whether or not notice of violation has been or might have been given at a prior time.

i. A temporary certificate of occupancy shall be issued by the Building Commissioner prior to any use of a temporary apartment pursuant to a special permit under this paragraph. Upon termination of the special permit, such temporary certificate of occupancy shall also terminate. Following termination of the special permit, after giving reasonable notice, the Building Commissioner shall inspect the premises to determine whether the temporary apartment has been incorporated into the principal dwelling quarters. Failure to so incorporate the temporary apartment into the principal dwelling quarters or to give the Building Inspector access to inspect such incorporation shall be cause for the Building Commissioner to terminate the certificate of occupancy for the dwelling.

j. For the purpose of this bylaw, each fortnight that an apartment is maintained in a one–family dwelling without compliance with this paragraph (or other provision making the use legal) shall be deemed a separate violation subject to the penalty specified in Section XI. Following termination of a special permit, failure to give the Building Commissioner access to inspect, upon reasonable notice, incorporation of the temporary apartment into the principal dwelling quarters shall be a violation of this paragraph; for the purpose of this bylaw, each fortnight during which access is so denied shall be deemed a separate violation subject to the penalty specified in Section XI.

k. After issuance of a special permit under this paragraph, the Board of Appeals shall send copies of the special permit and thereafter any extension of the special permit, and any termination of the special permit, to the Building Commissioner and to the Board of Assessors. Annually, the holder of a special permit under this paragraph shall advise the Building Commissioner that the temporary apartment is in conformity with the special permit.

l. For the purposes of this paragraph a temporary apartment is defined as a separate living area within a detached one–family dwelling fitted to be occupied by tenants independent of the occupants of the principle dwelling quarters as regards the preparation of food.

10. The following use, if authorized by a business certificate issued by the Town Clerk to a resident or residents upon payment of a fee and subject to the following conditions: A Home Occupation.

(a) The home occupation shall be conducted in no more than 400 square feet within the dwelling and all materials, equipment, and facilities related to the home occupation shall be included in that space. Outside storage shall not be permitted in a home occupation. A floor plan drawn to scale that details the area in which the home occupation will be conducted and such other material as specified by the Town Clerk shall be included as part of the permit application. A detailed description of the home occupation shall also be included as part of the application.

(b) Only persons residing in the dwelling may engage in the home occupation and there shall be no more than three persons engaged in the home occupation.

(c) Merchandise, operations, signs or other indications of any kind regarding the home occupation shall not be visible from outside the dwelling.

(d) The appearance of the dwelling shall not be altered in any manner which reflects or indicates that the home occupation is being conducted in the dwelling.

(e) The home occupation shall not generate excessive pedestrian and/or vehicular traffic to or from the dwelling.

(f) There shall be no use of commercial vehicles for regular deliveries of goods or materials to or from the dwelling related to the home occupation.

(g) The home occupation shall not create noise, odor, dust, vibration, fumes, or smoke discernible at any boundary of the lot on which the home occupation is situated; it shall not create any electrical disturbance affecting electrical appliances located on adjacent properties; and it shall not create any hazardous or potentially hazardous condition or conditions.

(h) The home occupation shall be permissible under any applicable lease or rental agreement, or in the case of a condominium project, any applicable covenants, conditions, or restrictions.

(i) Home occupations shall not involve sexually oriented conduct.

(j) Home occupations shall be conducted in accordance with all applicable state and federal laws and regulations and with all applicable municipal requirements.

If all the foregoing conditions are satisfied, the Town Clerk shall issue a business certificate for the home occupation. A business certificate issued in accordance with this section shall be in force and effect for four (4) years from the date of issue and upon payment of a fee for each renewal may be renewed for additional four (4) year terms so long as the home occupation shall have been conducted in accordance with these conditions. The certificate shall lapse and be void at the end of its term unless so renewed.

Any violation of the conditions imposed in this Paragraph 10 on a home occupation shall be cause for the revocation of the home occupation business certificate by the Building Commissioner pursuant to Section VIII.A. Upon such revocation, such home occupation shall cease immediately.

In the event that such home occupation shall continue following revocation or expiration of a business certificate and notice to the resident(s), the resident(s) shall be subject to a

fine of no more than $50 for each offense with each day that business continues following such notice being deemed a separate offense.

No home occupation shall be conducted except in compliance with the foregoing conditions pursuant to a business certificate or as otherwise authorized by special permit issued by the Board of Appeals pursuant to Section III, Subsection A, Paragraph 7 (i).

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.**.**
   (b) The maintaining on any lot of any commercial automobile, except in the case of a lot used for agricultural or for a municipal use, except that one such commercial vehicle may be maintained provided that such commercial vehicle is garaged.
   (c) The garaging or maintaining on any lot of less than five acres used for agriculture of more than four commercial vehicles.
   (d) The sale of produce not raised on the premises unless, in the case of a commercial greenhouse maintained on any lot of less than five acres established and doing a non–conforming business, a special permit is granted by the Board of Appeals pursuant to the provisions of Section IX hereof.
   (e) The accommodation of, or renting space to more than three lodgers, boarders, or paying guests.
   (f) Accessory use shall not include dwellings, except that there may be constructed as part of a garage or stable, family living quarters for and to be occupied only by an employee of the owner or occupant of the dwelling to which such garage or stable is an accessory use; provided, however, that such employment is of the type customarily incident to the use of said dwelling.
   (g) The storage of a boat, a pickup camper, a trailer or a recreational vehicle, except that storage on a lot of a boat, a pick–up camper, a trailer or a recreational vehicle which is owned or leased by a resident of that lot is permitted, subject to the conditions that the said boat, pick–up camper, trailer or recreational vehicle is stored inside a principal or accessory building, or, if stored outside, is not located closer to the street than the dwelling is located or within thirty feet of the line of the street on which the lot fronts, whichever is further, nor within twenty feet of a side lot line nor within ten feet of the dwelling on the lot; is exclusively used for recreational purposes by the resident of the lot; and is not used for dwelling or sleeping purposes on the lot.
2. Swimming Pools – A permit is required for the construction of a swimming pool, which is an accessory structure subject to the provisions of this chapter. Any pool over twenty–

four inches deep shall be fenced by a chain link fence at least four feet high or a stockade type fence at least five feet high with a self–latching gate or an equivalent enclosure or means of protection from access to the pool. No swimming pool shall be erected or constructed within twelve feet of any existing building nor within eight feet of the boundary lines of any lot.

3. *Signs and Billboards* – This Bylaw is intended to serve the following objective: To preserve, promote and advance the aesthetically pleasing environment of the community by prohibiting permanent signs in residential zones except such as are necessary for the public health or the public safety.
   (a) No person shall erect any permanent sign of any type in any residential zoning district of the town.
   (b) Temporary signs are permitted, provided that a temporary sign advertising any commodities, including but not limited to goods, food and services, shall be displayed only on premises where such commodities are sold, rented or otherwise made available to the public pursuant to a valid business use, that any such temporary advertising sign shall be displayed for no more than forty–five (45) days, and that any such temporary advertising sign on premises shall be no larger than the size which would be permissible if the premises were located in a business district.
   (c) Exceptions: Notwithstanding Subsection (a) above the following will be allowed;
      1. Any permanent sign lawfully erected and existing as of the date of adoption of this Bylaw.
      2. Any sign permitted by the Board of Selectmen as necessary for public safety or the public health.

C. Business District Uses. In a Business District no building shall be erected, altered, or used and no land shall be used for any purpose, injurious, noxious or offensive to a neighborhood by reason of the emission of odor, fumes, dust, smoke, vibration, or noise, or other cause, or for any purpose whatsoever except the following purposes;

1. Any use permitted in a Residence AA, A, B, or C district;
2. Offices, banks, assembly halls or places of amusement;
3. Signs permitted in any residence district and advertising signs not illuminated (directly or indirectly) and erected or posted by the occupant of the premises to advertise goods or services offered on the premises for sale, hire or use, and meeting all of the following criteria as determined by the Building Commissioner.
   (a) Maximum Aggregate Area:
   The aggregate area of all exterior signs shall not exceed: (i) the number of square feet equal to the product resulting from multiplying the number of linear feet of the width of the facade by four–tenths (0.4) of a foot or (ii) forty (40) square feet, whichever is smaller.

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

1. The removal of loam, soil, clay, sand, gravel, stone or other earth material from any land in the Town of Milton, not in public use, is hereby prohibited (a) except as may be authorized by a permit issued by the Board of Appeals, and (b) except as such removal is permitted by Subsection 5 of this section. No permit shall be issued except upon written application and after a public hearing. Each application for a permit for earth material removal shall specify the type and amount of earth material to be removed and shall include a locus plan at a scale of 1" = 1000' showing the area from which earth material is proposed to be removed, the location of existing public and private ways and the lot lines of adjacent lots, tracts or parcels with the names and addresses of the owners. Each application for a permit for earth removal shall also include three copies of plan at a scale of l" = 40' prepared at the expense of the applicant by a Massachusetts Registered Professional Engineer showing:

   (i) the existing contours of the land (all contours to be marked by contour lines at intervals of not more than two feet),
   (ii) the contours as proposed after completion of earth removal,
   (iii) the proposed lateral support to all adjacent property after completion of earth removal,
   (iv) the proposed drainage after completion of earth removal,
   (v) any other information necessary to indicate the physical effects from the proposed earth material removal,
   (vi) the relation of existing or proposed buildings or other construction to the area proposed for the removal of earth material,

2. The deposit of building debris, hazardous material of any sort, and industrial waste of any sort on any land, not in public use in the Town of Milton is prohibited.

3. The deposit of any fill, including loam, soil or clay, sand, gravel, stone, stumps and other earth material on any land, not in public use in the Town of Milton is hereby prohibited (a) except as the deposit of clean fill may be authorized by a permit issued by the Board of Appeals, (b) except that during any three year period the bringing of not more than two hundred (200) cubic yards of clean loam, soil, clay, sand or gravel to any lot, tract, or parcel of land, and any adjoining lots, tracts and parcels of land in the same ownership is authorized, (c) except that the bringing of not more than one thousand (1,000) cubic yards of clean loam, soil, clay, sand or gravel to a lot on which a new dwelling is being constructed is authorized upon notice of the planned filling to the Building Commissioner and subject to his approval, and (d) except as such deposit of fill is permitted by Subsection 5 of this section. No permit shall be issued except upon written application and after a public hearing. Each application for a permit for deposit of fill shall specify the type and amount of clean fill proposed for deposit and include a locus plan at a scale of 1" = 1000' showing the area to be filled, the location of existing public and private ways and the lot lines of adjacent lots, tracts or parcels with the names and addresses of the owners. Each application shall also include

three copies of a site plan at a scale of 1" = 40' prepared at the expense of the applicant by a Massachusetts Registered Professional Engineer showing:

(i) the existing contours of the land (all contour lines at intervals of not more than two feet),
(ii) the contours of the land as proposed after completion of the deposit of fill,
(iii) the proposed lateral support for the fill deposited.
(iv) the proposed draining after and during the deposit of fill,
(v) any other information necessary to indicate the physical effects of the proposed deposit of fill,
(vi) the relation of the existing or proposed buildings or other construction to the areas proposed for the deposit of fill.

4. In granting an application for a permit for the removal of earth materials or for the deposit of fill, the Board of Appeals, consistent with the applicant's reasonable use of the site, may impose reasonable conditions to protect the impacted area and adjoining property against potential erosion or silting, potential lack of suitable drainage, potential lack of adequate lateral support, potential destructive increases or deviations in surface water runoff, and potential impairment of the site's ability to support plant life. The Board of Appeals may also impose reasonable conditions to assure that the site will be safe during and after the proposed removal of earth material or the proposed deposit of fill. Such conditions may include:

(i) method of removal,
(ii) dates and hours of operation,
(iii) routes of transport,
(iv) the area and depth of excavation of filling,
(v) the steepness of slopes created,
(vi) the distance between the edge of earth modifications and neighboring properties or ways,
(vii) temporary and permanent drainage,
(viii) the posting of a security bond,
(ix) the establishment of permanent ground levels or grades,
(x) disposition of boulders and tree stumps,
(xi) the permanent establishment of not less than six inches of topsoil over the site,
(xii) permanent planting of the area to suitable cover.

5. (a) The provisions of Section IV shall be deemed not to prohibit the removal of earth materials as may be necessary for the purpose of constructing foundations for buildings or for other allowable construction for which building permits have been issued, or for the purpose of constructing ways in accordance with lines and grades approved by the Planning Board or by the Board of Appeals, or for the purpose of constructing water and sewer lines and underground utilities.

(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.

(c) The provisions of said Section IV shall be deemed not to prohibit transferal during any three year period of not more than 200 cubic yards of earth materials from one part of a lot to another part of the same lot by an owner who is a resident on that lot.

(d) The provisions of said Section IV shall be deemed not to prohibit a golf club from the deposit of clean loam, soil or clay, sand, gravel, or the removal of earth materials for the maintenance of a golf course.

SECTION IV B. Wetlands Regulations.

1. The purpose of this section is to provide for the reasonable protection and conservation of certain irreplaceable natural features, resources and amenities for the health, safety and welfare of the present and future inhabitants of the Town. For this purpose, the following terms shall have the meanings herein ascribed to them.

a. *Stream* – Any natural watercourse, generally containing water, through and along which water may flow from a pond, swamp, spring or similar body of water to another, to another stream, or to the ocean.
b. *Tidal River* – Any stream in which action of the oceanic tide causes the water to ebb and flow or the water level therein to rise and fall with some regularity, exclusive of hurricane tides irrespective of any actual incursion or admixing of oceanic salt water.
c. *Marsh* – Any essentially flat, frequently wet and occasionally flooded area adjoining open water along the shores of a pond or the banks of a stream and lying between such open water and the adjacent natural or artificial upland.
d. *Tidal Marsh* – Any marsh area in which action of the oceanic tide causes a change in the water level from time to time, exclusive of hurricane tides or tidal waves and any marsh area developed and maintained by incursion of oceanic salt water or by action of the oceanic tide.
e. *Swamp* – Any depressed area of poor drainage in which the water table is generally at or above the ground level, not caused or affected by salt water or action of the oceanic tide.
f. *Pond* – Any body of open water, other than a stream or the ocean, habitually more than 5,000 square feet in area.

2. Any person wishing to perform, or cause to be performed, any of the following acts or operations shall first obtain a special permit from the Conservation Commission after a duly advertised public hearing.

a. Obstructing, filling, dredging, excavating or changing the course of any stream or tidal river.
b. Filling or excavating within any part of any swamp, marsh or tidal marsh or in or along the shore of any pond so as to alter the shore line.

> Notice of such hearing shall be given pursuant to the provisions of General Laws, Chapter 40A, Section 17.

3. In granting a permit for any of the foregoing, the Board of Selectmen shall be guided by current state and federal laws and regulations pertaining to such acts or operations and shall take into consideration any recommendations of the Conservation Commission pertaining thereto.

SECTION IV C. Flood Plain District Regulations.

1. *Flood Plain District* – The Flood Plain District is herein established as an overlay district and includes all special flood hazard areas designated as Flood Zone A or Al–30 on the Town of Milton Flood Insurance RATE Maps, FIRM, dated April 3, 1978, on file with the Town Clerk, Planning Board and Building Commissioner. These maps, as well as the accompanying Town of Milton Flood Insurance Study, are incorporated herein by reference.

2. Base Flood Elevation and Floodway Data:

   a. Floodway Data. In Zone A, Al–30 and AE, along watercourses that have not had a regulatory floodway designated, the best available federal, state, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
   b. Base Flood Elevation Data. Base flood elevation data is required for subdivision proposals or other developments greater than 50 lots or 5 acres, whichever is the lesser, within unnumbered A zones.

3. *Notification of Watercourse Alteration* – The applicant shall submit prior written notice of any proposed alteration or relocation of a riverine watercourse to:

   a. The Board of Selectmen of the Towns of Randolph and Canton, the Mayor of Quincy and the Mayor of Boston.
   b. NFIP State Coordinator, whose present address is
      Massachusetts Office of Water Resources
      100 Cambridge Street
      Boston, MA 02202
   c. NFIP Specialist, whose present address is
      FEMA Region I
      John W. McCormack Post Office and Courthouse
      Room 462
      Boston, MA 02109

   The applicant shall submit proof of such notice of the Milton Building Commissioner.

4. *Development Regulations* – The following requirements shall apply in the Flood Plain District:

   a. The Flood Plain District is established as an overlay district to all other districts. All development in the District, including structural and non–structural activities, whether permitted by right or by special permit, shall be in compliance with Chapter 131, Section 40 of the Massachusetts General Laws and with the following:
      (1) Sections of the Massachusetts State Building Code which address flood plain and coastal high hazard areas (currently 780 CMR 2102.0, “Flood Resistant Construction”);

(2) Wetlands protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00);
(3) Inland Wetlands Restrictions, DEP (currently 302 CMR 6.00); and
(4) Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5).

Any variances from the provisions of the above referenced state regulations may only be granted in accordance with the required variance procedures of those state regulations.

b. Within the floodway, no new construction, substantial improvement or other land development shall be permitted unless it is demonstrated to the Building Commissioner that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood level at any point within the Town.
c. All development shall be designed to (i) minimize flood damage to the proposed development and to public facilities and utilities, and (ii) to provide adequate drainage to reduce exposure to flood hazards.
d. The flood carrying capacity within any altered or relocated portion of a watercourse shall be maintained.
e. New and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
f. Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
g. New and replacement manufactured homes shall be elevated on properly compacted fill such that the top of the fill (the pad) under the entire manufactured home is above the base flood elevation.
h. Development within the floodway is prohibited unless a registered professional engineer certifies that the proposed development will not result in any increase in flood levels during the occurrence of the base flood.

5. Duties and Responsibilities of the Building Commissioner:

The Building Commissioner shall maintain a record of:

(a) all permits issued for development in areas of special flood hazard.
(b) the elevation, in relation to mean sea level, of the lowest floor, including basement, of all new or substantially improved buildings.
(c) the elevation, in relation to mean sea level, to which buildings have been floodproofed.
(d) all floodproofing certifications required under this By–Law.
(e) all variance actions, including justification for their issuance.

6. Definitions

Base Flood – (One Hundred Year Flood) means the flood having a one percent change of being equaled or exceeded in any given year.

Development – means any man–made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Federal Emergency Management Agency (FEMA) – is the Federal agency which administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study program for communities as well as regulatory standards for development in the flood hazard areas.

Flood Hazard Boundary Map (FHBM) – means an official map of a community issued by FEMA where the boundaries of the flood and related erosion areas having special hazards have been designated as Zone A or E.

Flood Insurance Rate Map (FIRM) – means an official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study – means an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood–related erosion hazards.

Floodway – means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation.

Manufactured Home – means a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without permanent foundation when connected to the required utilities. For flood plain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

New Construction – means, for flood plain management purposes, structures for which the start of construction commenced on or after the effective date of a flood plain management regulation adopted by the Town. For the purpose of determining insurance rates, New Construction means structures for which the start of construction commenced on or after the effective date of an initial FIRM or after December 31, 1974, which ever is later.

Riverine – means relating to, formed by or resembling a river (including tributaries), stream, brook or the like.

Special Flood Hazard Area – means the area having special flood and/or flood–related erosion hazards, and shown on an FHBM or FIRM as Zone A, A0, Al–30, AE, A99, AH, V, Vl–30 or VE.

Substantial Improvement – means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual report work performed.

SECTION V. Height Regulations.

A. 1. Building Heights in Residence AA, A, B and C Districts.

In a Residence AA, A, B or C district, no building, including dwellings, accessory buildings, buildings for educational or religious use, and any other structures of whatever sort shall be erected or altered to exceed two and one–half (2 ½) stories or thirty–five (35) feet in height, whichever is less, provided that if the building is set back from each street and lot line fifteen (15) feet or more farther than is required by section VI, it may have three (3) stories but shall not exceed thirty–five (35) feet in height. The Board of Appeals, upon a finding that additional height is reasonably necessary for use of a building and will not be detrimental to the neighborhood in which the building is located, may authorize by special permit a building for religious or educational use not to exceed fifty (50) feet in height with no more than two (2) stories. The term "story", as used in this paragraph, shall not include a basement so long as the finished floor height of the first story is no more than four (4) feet above the mean grade of the ground contiguous to the building. The term "half–story," as used herein means a story in a sloping roof, the area of which story at a height four (4) feet above the floor does not exceed two–thirds the floor area of the story immediately below it. The height of any building shall be measured from the mean grade of the natural ground contiguous to the building, as such ground exists prior to construction, provided that, if alterations in grades may have been approved by the Board of Appeals pursuant to Section IV.A., the height of a building shall be measured from the mean grade of the ground contiguous to the building as so altered and approved by the Board of Appeals. Height shall be measured to the highest part of the building excluding those chimneys, lightning rods, solar energy systems, domes, spires, cupolas, towers and antennas for which a different height limit is herein established, but including weathervanes, elevator housings, satellite dishes, solar energy systems, and any other projections.

2. Additional Height Limits and Exceptions in Residence AA, A, B and C Districts.

In a Residence AA, A, B or C district, the following additional height limits and exceptions shall apply. Chimneys and solar energy systems shall not exceed the height of a building by more than eight (8) feet. Lightning rods shall not exceed the highest point of a structure by more than three (3) feet. Towers which are part of any building not used for religious or educational purposes shall not exceed forty (40) feet in height. One or more spires, domes, cupolas, and/or towers in excess of thirty–five (35) feet in height may be a part of a building which is used for religious or educational purposes, provided that no such spire or tower may be in excess of twice the height of the building as determined for Paragraph 1 and that the portion of any spire, dome, cupola or tower in excess of thirty–five (35) feet in height above the ground shall not have an exterior perimeter measurement of more than sixty–four (64) feet. Upon a finding that the portion of a spire, tower, or dome in excess of thirty–five (35) feet in height reasonably requires an exterior perimeter measurement of more than sixty–four (64) feet, the Board of Appeals shall authorize, by special

permit, such a spire, tower or dome as part of a building used for religious or educational purposes, provided that in no event shall such a larger spire, tower or dome exceed seventy (70) feet in height. No spire, dome, cupola or tower shall have a height above the ground in excess of the distance from any contiguous lot under separate ownership. Height of a spire, dome, cupola or tower shall be measured from the mean grade of the natural ground contiguous to the building of which the spire, dome, cupola or tower is part, as such natural ground exists prior to construction, provided that, if alterations in grades may have been approved by the Board of Appeals pursuant to Section IV.A., the height of a spire, dome, cupola or tower shall be measured from the mean grade of the ground contiguous to the building as so altered and approved by the Board of Appeals.

3. *Existing Nonconforming Buildings with an Educational or Religious Use.* In a Residence AA, A, B or C district, buildings in excess of thirty–five (35) feet in height, lawfully existing on May 31, 1991 with an educational or religious use may be maintained and/or altered for educational or religious use so long as any alteration does not increase the extent of the building's nonconformity with the applicable height, setback, and building coverage provisions in Sections V and VI.

B. Building Heights in Residence D Districts. In a residence D district, no building shall be erected or altered to exceed three (3) stories or thirty–five (35) feet in height, whichever is less. The Board of Appeals, upon a finding that additional stories and/or height are reasonably necessary in order to provide housing for the elderly and will not be detrimental to the neighborhood in which the building is located, may authorize by special permit a building for use as housing for the elderly not to exceed (6) stories or sixty–five (65) feet in height, whichever is less. Included in any such authorization for additional height may be one or more spires, domes, cupolas, or towers. The term "story," as used in this paragraph, shall not include a basement so long as the finished floor height of the first story is no more than four (4) feet above the mean finished grade of the ground contiguous to the building. The height of any building shall be measured from the mean finished grade of the ground contiguous to the building, as such ground will exist subsequent to construction. Height shall be measured to the highest part of the building, excluding chimneys and lightning rods. Chimneys and solar energy systems shall not exceed the height of a building by more than eight (8) feet. Lightning rods shall not exceed the highest point of a structure by more than three (3) feet.

C. Building Heights in Residence D–1 Districts. In a residence D–1 district, no building shall be erected or altered to exceed two and one–half (2 ½) stories or thirty–five (35) feet in height, whichever is less. The term "story," as used in this paragraph shall not include a basement as long as the finished floor height of the first story is no more than four (4) feet above the mean finished grade of the ground contiguous to the building. The term "half–story," as used herein means a story in a sloping roof, the area of which story at a height four (4) feet above the floor does not exceed two–thirds (2/3) of the floor area of the story immediately below it. The height of any building shall be measured from the mean finished grade of the ground contiguous to the building, as such ground will exist subsequent to

construction. Height shall be measured to the highest part of the building excluding chimneys, lightning rods and one cupola. Chimneys and solar energy systems shall not exceed the height of a building by more than eight (8) feet. Lightning rods shall not exceed the highest point of a structure by more than three (3) feet. A cupola shall not exceed the height of building by more than ten (10) feet.

D. Building Heights in Residence D–2 Districts. In a Residence D–2 district, no building shall be erected or altered to exceed forty–five (45) feet in height above the mean finished grade of the ground contiguous to the building. Mean finished grade shall be the grade of the ground contiguous to the building as such ground will exist subsequent to construction. Height of a building shall be measured to the highest part of the building excluding chimneys, lightning rods, and one cupola. Chimneys and solar energy systems shall not exceed the height of a building by more than eight (8) feet. Lightning rods shall not exceed the highest point of a structure by more than three (3), feet. A cupola shall not exceed the height of a building by more than eighteen (18) feet.

E. 1. Building Heights in Business Districts. In a business district, no building shall be erected or altered to exceed three (3) stories or forty–five (45) feet in height, whichever is less. The Board of Appeals, upon a finding that additional stories and/or additional height are reasonably necessary for use of a building and will not be detrimental to the neighborhood in which the building is located, may authorize by special permit a building not to exceed five (5) stories or sixty–five (65) feet in height, whichever is less. The term "story," as used in this paragraph, shall not include a basement so long as the finished floor height of the first story is no more than four (4) feet above the mean finished grade of the ground contiguous to the building. The height of any building shall be measured from the mean finished grade of the ground contiguous to the building, as such ground will exist subsequent to construction. Height shall be measured to the highest part of the building excluding those chimneys, lightning rods, solar energy systems, domes, spires, cupolas, towers and antennas for which a different height limit is herein established, but including weathervanes, elevator housings, satellite dishes, and any other projections.

2. Additional Height Limits and Exceptions in Business Districts. In a business district, the following additional height limits and exceptions shall apply. Chimneys and solar energy systems shall not exceed the height of a building by more than eight (8) feet. Lightning rods shall not exceed the highest point of a structure by more than three (3) feet. The Board of Appeals may authorize by special permit one or more spires, domes, cupolas and/or towers in excess of forty–five (45) feet in height above the ground but less than seventy–five (75) feet in height above the ground as part of a building with a business use. One or more spires, domes, cupolas, and/or towers in excess of forty–five (45) feet in height above the ground may be a part of a building which is used for religious or educational purposes, provided that no such spire, dome, cupola or tower may be in excess of twice the height of the building as determined for Paragraph l, and that the portion of any spire, dome, cupola or tower in excess of forty–five (45) feet in height above the ground shall not have an exterior perimeter measurement of more than

sixty–four (64) feet. Upon a finding that the portion of a spire, tower or dome in excess of forty–five (45) feet in height reasonably requires an exterior perimeter measurement of more than sixty–four (64) feet, the Board of Appeals shall authorize, by special permit, such a spire, tower or dome as part of a building used for religious or educational purposes, provided that in no event shall such a larger spire, tower or dome exceed seventy–five (75) feet in height. No spire, dome, cupola or tower shall have a height above the ground in excess of the distance from any contiguous lot in a residence district under separate ownership.

Height of a spire, dome, cupola or tower shall be measured from the mean finished grade of the ground contiguous to the building of which the spire, dome, cupola or tower is part, as such ground will exist subsequent to construction.

F. Buildings with an Educational or Religious Use in Residence D, D–1 and D–2 Districts. Notwithstanding the foregoing Paragraphs B, C and D, any building for educational or religious use in a Residence D, D–1 or D–2 district, which is not an accessory use to housing for the elderly or handicapped in a Residence D or Residence D–1 district or an accessory use to housing for the elderly in a Residence D–2 district or for which no special permit has been issued pursuant to Section III.D, shall meet the requirements contained in Paragraph A for a building for educational or religious use in a Residence AA district. Any building or portion of a building with such a non–accessory educational or religious use in a Residence D, D–1 or D–2 district shall also be subject to all other regulations of these bylaws applicable to such a building in a Residence AA district, including, but not limited to, the Building Coverage and Floor Space provisions in Section VI.E., the Open Space provisions in Section VI.F., and the parking regulations in Section VII. The addition of a new building with such a non–accessory educational or religious use or conversion of an existing building to such a use shall render any other building or buildings with a different use on the same lot or on adjoining lots in common ownership nonconforming.

G. Antennas. In any zoning district, the Board of Appeals may authorize by special permit an antenna in excess of the height permitted in this section but not to exceed fifty (50) feet in height above the ground if the additional height is necessary for use of the antenna and will have no substantial adverse effect on neighboring properties. If, under applicable state or federal law, an applicant is entitled, as a matter of right, to an antenna in excess of the height permitted hereunder, the Board of Appeals shall authorize an antenna in accordance with the requirements of such law, subject to permissible safeguards and conditions minimizing any adverse effect on neighboring properties. The provisions of this Section V do not apply to wireless telecommunications facilities, which are governed by Section III.G.

H. Berms and Terraces. Earthen berms or other mounding of earth materials, which exceed a slope rising more than one (1) foot in four (4) feet (4:1) within thirty (30) feet of a building shall not be considered in determining the mean finished grade of the building. Terraces, which project less than fifty (50) feet from the face of a building, shall not be considered in determining the mean finished grade of the building. This subsection shall not apply to any project for which site Plan Approval pursuant to Section V III.F has been granted by the

Planning Board prior to adoption of this subsection, even if amendments to such site plan approval are subsequently granted.

SECTION VI. Area Regulations.

A. Lot Sizes and Frontages.

1. In a Residence A district no dwelling shall be erected or maintained except on lots as hereinbefore defined, or on lots established on February 10, 1938, as hereinbefore provided, containing not less than 40,000 square feet each and having a frontage of not less than 150 feet and not more than one dwelling shall be erected on each such lot except that (a) a lot recorded on February 10, 1938, or, if not so recorded, is authorized by special permit from the Board of Appeals, containing less than 80,000 and more than 64,000 square feet may be divided into lots containing not less than 32,000 square feet each and each having a frontage of not less than 150 feet, and one dwelling may be erected on each such lot and (b) if a lot recorded on February 10, 1938, or, if not so recorded, if authorized by special permit from the Board of Appeals, contains more than 80,000 square feet and if after division into as many lots as practicable, each containing not less than 40,000 square feet and each having a frontage of not less than 150 feet, there remains a lot of 32,000 square feet or more, one dwelling may be erected on such remaining lot provided that the same has a frontage of not less than 150 feet, and (c) one dwelling may be erected on a lot containing less than 40,000 square feet, or having a frontage of less than 150 feet, if such lot was recorded on February 10, 1938, and did not at the time of such adoption adjoin other land of the same owner available for use in connection with said lot. No such adjoining land or any part thereof shall be deemed "available for use" (as that phrase is used in this subsection (c)) if such land is a parcel which was so recorded, on which at the time of such adoption a dwelling existed, and which then contained no more than 40,000 square feet and had a frontage of no more than 150 feet.
2. In a Residence B district no dwelling shall be erected or maintained except on lots as hereinbefore defined, or on lots established on February 10, 1938, as hereinbefore provided, containing not less than 20,000 square feet each and having each a frontage of not less than 100 feet, and not more than one dwelling shall be erected on each such lot except that (a) a lot recorded on February 10, 1938, or, if not so recorded, if authorized by special permit from the Board of Appeals, containing less than 40,000 and more than 32,000 square feet may be divided into lots containing not less than 16,000 square feet each and each having a frontage of not less than 80 feet, and one dwelling may be erected on each such lot, and (b) if a lot recorded on February 10, 1938, or if not so recorded, if authorized by special permit from the Board of Appeals, contains more than 40,000 square feet and if after division into as many lots as practicable, each containing not less than 20,000 square feet and each having a frontage of not less than 100 feet there remains a lot of 16,000 square feet or more, one dwelling may be erected on such remaining lot provided that the same has a frontage of not less than 80 feet, and (c) one dwelling may be erected on a lot containing less than 20,000 square feet, or having a frontage of less than 100 feet, if such lot was recorded on February 10, 1938, and did not at the time of such adoption adjoin other land of the same owner available for use in connection with said lot. No

such adjoining land or any part thereof shall be deemed "available for use" (as that phrase is used in this subsection (c)) if such land is a parcel which was so recorded, on which at the time of such adoption a dwelling existed, and which then contained not more than 20,000 square feet and had a frontage of no more than 100 feet.

3. In a Residence C District no dwelling shall be erected or maintained except on lots as hereinbefore defined, or on lots established on February 10, 1938, as hereinbefore provided, containing no less than 7,500 square feet each and having each a frontage of not less than 75 feet, and not more than one dwelling shall be erected on each such lot except that (a) a lot recorded, on February 10, 1938, or if not so recorded, if authorized by special permit from the Board of Appeals, containing less than 15,000 and more than 12,000 square feet may be divided into lots containing not less than 6,000 square feet each and each having a frontage of not less than 60 feet, and one dwelling may be erected on each such lot, and (b) if a lot recorded on February 10, 1938 or, if not so recorded, if authorized by special permit from the Board of Appeals, contains more than 15,000 square feet and if after division into as many lots as practicable, each containing not less than 7,500 square feet and each having a frontage of not less than 75 feet, there remains a lot of 6,000 square feet or more, one dwelling may be erected on such remaining lot provided that the same has a frontage of not less than 60 feet, and (c) one dwelling may be erected on a lot containing less than 7,500 square feet, or having a frontage of less than 75 feet, if such lot was recorded on February 10, 1938, and did not at the time of such adoption adjoin other land of the same owner available for use in connection with said lot. No such adjoining land or any part thereof shall be deemed "available for use" (as that phrase is used in this subsection (c) if such land is a parcel which was so recorded on which at the time of such adoption a dwelling existed, and which then contained no more than 7,500 square feet and had a frontage of no more than 75 feet.
4. (a) In a Residence D district no building or buildings shall be erected or maintained to furnish Housing for the Elderly except on a lot containing not less than 100,000 square feet and having a frontage of not less than fifty (50) feet, and no such building or buildings shall in the aggregate cover more than 25% of said lot. And no building or buildings shall be converted for such use without a special permit from the Board of Appeals.

(b) Each such building shall have three or more independent dwelling units consisting of a room or suite of rooms, its own bath and toilet facilities and its own kitchen facility. Each such building may also include central kitchen and dining facilities for providing meals to residents thereof and their guests but not to the public and may also provide lounge rooms for the common use of residents and their guests. In one of such buildings, a unit may be included for occupancy by the manager of the project and his immediate family, one room of which may be used as an office.

(c) Except for the unit to be occupied and used as aforesaid by the manager, no unit in such a building shall be occupied unless at least one of the tenants is a person who is sixty–two years of age or over.

5. (a) In a Residence D–1 district no building or buildings shall be erected or maintained to furnish housing for the elderly or handicapped except on a lot containing not less than 20 acres of buildable land and having a frontage of not less than one hundred fifty (150) feet.

   For the purposes of this Subsection VI.A.5. buildable land shall not include land which in the opinion of the Planning Board is unsuitable for use as buildable land because it is wet, swampy, dangerous or otherwise unsuitable for the construction of dwelling units or subject to rights or easement inconsistent with purposes of building land in a Resident D–1 development.

(b) Each such building shall have three or more independent dwelling units consisting of a room or suite of rooms, its own bath and toilet facilities, and its own kitchen facility. A separate building may also include a multi–purpose room with dining facilities and a central kitchen for providing meals to residents thereof and their guests, but not to the public and may also provide common lounge and activity rooms for the collective use of residents and their guests. In one of such buildings, a unit may be included for occupancy by the manager of the project and his immediate family, one room of which may be used as an office.

(c) Except for the unit to be occupied and used as aforesaid by the manager, no unit in such building shall be occupied unless one of the tenants is a person who is sixty–two years of age or over or is handicapped. A handicapped person means any person having an impairment which is expected to be of long–continued and indefinite duration, is a substantial impediment to his or her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions.

(d) In a Residence D–1 District containing a housing for the elderly and/or handicapped development, the number of independent dwelling units, excluding structures existing March 15, 1977, shall not exceed 160 units. Further, no single building in a Residence D–1 District shall contain more than eight independent dwelling units, except that a housing for the elderly and/or handicapped development may include one building of up to 32 independent dwelling units.

6. Notwithstanding the foregoing provisions of this section, if adjacent lots, any of which has less area or frontage than required by this section, are recorded as all in the same ownership at the time this bylaw is adopted, and if (a) substantial expenditures have been incurred, prior to that time, toward the improvement of these lots or approved ways giving access thereto, or toward utilities serving such lots, which improvements or utilities would be diminished in value in a substantial amount by a literal enforcement of the terms of this section, of if (b) adjoining areas have been, prior to that time, developed to a substantial extent by the construction of houses on lots generally smaller than is prescribed by this section and the standard of the neighborhood so established does not reasonably require a subdivision of the applicant’s land into lots as large as is hereby prescribed, then the owner of these lots may apply to the Board of Appeals for relief from the terms of this section as applying to any of these lots, and the Board of Appeals may grant such relief by

making special exceptions to the terms of this section, subject to appropriate conditions and safeguards in harmony with the general purpose and intent of this bylaw, where desirable relief may be granted without substantial detriment to the public good and without substantially derogating from the intent or purpose of this bylaw.

7. In a Residence AA District, no dwelling shall be erected or maintained except on a lot, as hereinbefore defined, containing not less than 80,000 square feet and having a frontage of not less than 150 feet, and not more than one dwelling shall be erected on each such lot, provided that the minimum frontage of a lot on any street, for the construction of which approval under the Subdivision Control Law has been given subsequent to March 10, 1990, shall be 200 feet.
8. (a) In a Residence D–2 District no building or buildings shall be erected or maintained to furnish Housing for the Elderly except on a lot containing not less than twenty–five (25) acres and having a frontage of not less than three hundred (300) feet, provided, however, that in the case of adjacent lots zoned as Residence D–2, the total area and the frontage of all such adjacent lots may be aggregated for the purpose of determining compliance with the acreage and frontage requirements of this Subsection.

(b) In a Residence D–2 District, buildings may include such administrative, resident support services, staff housing and other facilities as shall be necessary and accessory to elderly housing.

(c) Except for staff housing facilities, no unit shall be occupied unless one of the occupants is over the age of 62 years.

(d) In a Residence D–2 district containing Housing for the Elderly, the number of residential units shall not exceed three hundred thirty–two (332) with not more than one hundred seventy–six (176) units on any lot meeting the requirements of Section VI.A.8.(a)

9. Notwithstanding the provisions of Subsection VI.A.7., if a lot in a Residence AA District was recorded on or before March 12, 1988 and contains not less than 40,000 square feet and has a frontage of not less than 150 feet, a detached one–family dwelling may be erected and/or maintained on such lot, but no more than one dwelling shall be erected or maintained on such lot.
10. Except as may otherwise be required by the provisions of G.L.c.40A, S3 or other applicable law, no building in a Residence AA, A, B or C district for municipal, educational, or religious use or for any of the permissive uses in Section III, Subsection A, Paragraph 7, shall be erected or maintained except on a lot which meets the applicable area and frontage requirements for the erection or maintenance of a dwelling contained in Paragraphs 1, 2, 3 and 7 of this subsection.

B. Front Yards.

1. In a Residence AA, A or D district no building shall be erected within 30 feet of the line of the street on which it fronts, provided that no building need be set back more than 30 percent of the mean depth of the lot nor more than the average of the setbacks of the buildings on the lots immediately next thereto on either side, a vacant

lot or a lot occupied by a building set back more than 30 feet being counted as though occupied by a building set back 30 feet.

2. In a Residence B district no building shall be erected within 25 feet of the line of the street on which it fronts provided that no building need be set back more than 25 percent of the mean depth of the lot nor more than the average of the setbacks of the buildings on the lots immediately next thereto on either side, a vacant lot or a lot occupied by a building set back more than 25 feet being counted as though occupied by a building set back 25 feet.
3. In a Residence C district no building shall be erected within 20 feet of the line of the street on which it fronts, provided that no building need be set back more than 20 percent of the mean depth of the lot nor more than the average of the setbacks of the buildings on the lots immediately next thereto on either side, a vacant lot or a lot occupied by a building set back more than 20 feet being counted as though occupied by a building set back 20 feet.
4. In Residence AA, A, B and C districts no part of an accessory building shall be located within 40 feet of the front line of the lot, unless such accessory building is within the body of a dwelling or attached to a dwelling and such accessory building complies with the setback from said front line established for such dwelling.
5. In a Residence D–1 district, no building, excluding existing buildings for accessory use, shall be erected within 150 feet from existing public ways.
6. In a Residence D–2 district, no building, excluding existing buildings for accessory use, shall be erected within 175 feet from then existing public ways.
7. Notwithstanding the provisions of Paragraphs 1, 2, 3 and 4, no building, which covers a ground area of more than 5,000 square feet, shall be erected within 50 feet of any street or front lot line in a Residence AA or A district or within 35 feet of any street or front lot line in a Residence B or C district.

C. Side Yards.

1. No building except a one–story building of accessory use shall be erected or maintained in a Residence AA or A district within 15 feet of a side lot line, or within 30 feet of any other building on an adjacent lot, in a Residence B district within 12 feet of a side lot line or within 24 feet of any other building on an adjacent lot, or in a Residence C district within 10 feet of a side lot line, or in a Residence D district within 20 feet of a side lot line, or in a Residence D–1 district within 40 feet of a side lot line, or in a residence D–2 district within one hundred (100) feet of a side lot line except that the distance shall be not less than one hundred seventy–five (175) feet to any street or public way and to a side lot line of an adjacent lot which is being used for single family residential purposes, provided, however , that this requirement shall not apply with respect to side lot lines between two adjacent lots zoned as Resident D–2.
2. No building of accessory use shall be erected or maintained within 10 feet of a side lot line in a Residence AA or A district or a Residence B district nor within 8 feet of a side line in a Residence C district.

3. On a lot abutting on two intersecting streets no building shall be erected or maintained in a Residence AA or A district within 30 feet, in a Residence B district within 25 feet, and in a Residence C district within 20 feet of the line of the side street.
4. The provisions of this section shall not reduce to less than 26 feet the buildable width of any lot in a Residence AA, A, B or C district recorded on February 10, 1938, provided, however, that no building shall extend within 6 feet of any side lot line, and provided further that where a building is erected less than 10 feet from either side line by virtue of the provisions of this paragraph 4 the buildable width shall not exceed 26 feet.
5. In a Business District no building shall be erected or maintained within 6 feet of a side line of any lot unless the wall adjoining such side be either a party wall or a wall with its outer face coincident with the lot side line.
6. In addition to the provisions of Paragraphs 1, 2, and 4, no building except a one–family or two family dwelling, in a Residence AA, A, B or C District shall be closer to a side lot line, adjoining land in separate ownership, than a distance equal to one–fifth of the sum of the building's height and its length measured parallel to such side lot line [(H+L)/5]. In addition to the provisions of Paragraphs 1,2 and 4 and the foregoing sentence, no building, which covers a ground area of more than 5,000 square feet, shall be erected within 35 feet of a side lot line, adjoining land in separate ownership, in a Residence AA or A district, within 25 feet of a side lot line, adjoining land in separate ownership, in a Residence B district or within 18 feet of a side lot line, adjoining land in separate ownership, in a Residence C district.

D. Rear Yards.

1. In a Residence AA, A, B or C district no building except a one–story building of accessory use shall be erected or maintained within 30 feet of the rear lot line, provided that no building need be set back from the rear lot line more than 30 percent of the mean depth of the lot.
2. In a Business district no dwelling shall be erected or maintained within 20 feet of the rear lot line, and no other building shall be erected or maintained within 12 feet of the rear lot line of any lot unless the wall adjoining such rear lot line be either a party wall or a wall with its outer face coincident with the rear lot line.
3. No building of accessory use shall be erected or maintained within 10 feet of a rear lot line in a Residence AA or A district, or within 8 feet of a rear lot line in a Residence B or a Residence C district, or within 15 feet of a rear lot line in a Residence D district, or within 30 feet of a rear lot line in a Residence D–1 district, or within 175 feet of a rear lot line of a Residence D–2 district provided, however, that this requirement shall not apply with respect to rear lot lines between two adjacent lots zoned as Residence D–2.
4. Notwithstanding the provisions of Paragraphs 1 and 3, no building, which covers a ground area of more than 5,000 square feet shall, be erected within 50 feet of a rear lot line, adjoining land in separate ownership, in a Residence AA or A district, within 40 feet of a rear lot line, adjoining land in separate ownership in a Residence B

district or within 30 feet of a rear lot line, adjoining land in separate ownership, in a Residence C district.

E. Building Coverage and Floor Space.

1. In a Residence AA district, no building, alone or in combination with other buildings, on the same lot or on adjacent lots in common ownership, shall cover an area in excess of 10% of the total area of such lot or lots or 3,000 square feet, whichever is greater. The gross floor area in such building or buildings shall not exceed 20% of the total area of such lot or lots or 6,000 square feet, whichever is greater.
2. In a Residence A district, no building, alone or in combination with other buildings, on the same lot or on adjacent lots in common ownership, shall cover an area in excess of 15% of the total area of such lot or lots or 3,000 square feet, whichever is greater. The gross floor area in such building or buildings shall not exceed 30% of the total area of such lot or lots or 6,000 square feet, whichever is greater.
3. In a Residence B district, no building alone or in combination with other buildings, on the same lot or on adjacent lots in common ownership, shall cover an area in excess of 20% of the total area of such lot or lots or 2,500 square feet, whichever is greater. The gross floor area in such building or buildings shall not exceed 40% of the total area of such lot or lots or 5,000 square feet, whichever is greater.
4. In a Residence C district, no building, alone or in combination with other buildings, on the same lot or on adjacent lots in common ownership, shall cover an area in excess of 30% of the total area of such lot or lots or 2,250 square feet, whichever is greater. The gross floor area in such building or buildings shall not exceed 50% of the total area of such lot or lots or 3,750 square feet, whichever is greater.
5. The building coverage and floor space provisions of Paragraphs 1 through 4 shall not apply to a single family dwelling. These provisions shall apply to all other buildings and structures used for any other purposes, including religious purposes and educational purposes. In determining whether a building accessory to a single family dwelling is permissible on a lot or on an adjacent lot in common ownership, the building coverage and gross floor area of the single family dwelling shall be considered.
6. With respect to a building or buildings on a lot or on adjacent lots in common ownership with a municipal, educational or religious purpose existing on May 31, 1991, violation of any of the foregoing provisions in this paragraph shall not prohibit expansion of any such building or buildings for such purpose by a total of no more than 25% of their May 31, 1991 building coverage and/or floor space.
7. For the purposes of this subsection, gross floor area shall mean the sum of the areas of the several floors of a building measured from the exterior faces of the walls. It does not include an unfinished basement so long as the finished floor height of the first story is no more than four feet above the mean grade of the ground contiguous to the structure. It does not include attic space with less than 5 feet of headroom.
8. In determining the building coverage and floor space requirements of this subsection, the total area of adjacent lots in common ownership shall be considered.

F. Open Space. For the purposes of this subsection, open space shall mean a portion of a lot or of adjacent lots in common ownership exclusive of any building or buildings and/or their associated driveways and parking areas and shall include parks, lawns, gardens, landscaped areas, terraces, patios, areas left in their natural condition, athletic fields, open air athletic courts, playgrounds, open air swimming pools, and any open vegetated areas. Driveways and parking areas permanent or temporary, shall not be counted as open space.

1. In a Residence AA district, there shall be open space on a lot or on adjacent lots in common ownership equal in area to 100% of the ground area of the buildings plus the area of all parking areas and driveways.
2. In a Residence A district, there shall be open space on a lot or on adjacent lots in common ownership equal in area to 75% of the ground area of the buildings plus the area of all parking areas and driveways.
3. In a Residence B district, there shall be open space on a lot or on adjacent lots in common ownership equal in area to 50% of the ground area of the buildings plus the area of all parking areas and driveways.
4. In a Residence D district, there shall be open space on a lot or on adjacent lots in common ownership equal in area to 33% of the ground area of the buildings plus the area of all parking areas and driveways.
5. The open space requirements of this subsection shall be reduced for a buildable lot or buildable adjoining lots in common ownership with less than the usual minimum area for a buildable lot required by Subsection A of Section VI, as follows:
   (a) For any such buildable lot or lots containing less than 7,500 square feet in total, the open space requirement shall be a fraction, of which the numerator shall be the number of square feet in the lot or lots, and the denominator shall be 7,500 times 33% of the ground area of the buildings and of the ground area of all parking areas and driveways.
   (b) For any such buildable lot or lots containing between 7,499 and 20,000 square feet in total, the open space requirement shall be a fraction of which the numerator shall be the number of square feet in the lot or lots but as least 10,000, and the denominator shall be 20,000, times 50% of the ground area of the buildings and of the ground area of all parking areas and driveways.
   (c) For any such buildable lot or lots containing between 19,999 and 40,000 square feet in total, the open space requirement shall be a fraction, of which the numerator shall be the number of square feet in the lot or lots but at least 26,667, and the denominator shall be 40,000, times 75% of the ground area of the buildings and of the ground area of all parking areas and driveways.
   (d) For any such buildable lot or lots containing between 39,999 and 80,000 square feet in total, the open space requirement shall be a fraction, of which the numerator shall be the number of square feet in the lot or lots but at least 60,000 and the denominator shall be 80,000 times 100% of the ground area of the buildings and of the ground area of all parking areas and driveways.
6. With respect to a building or buildings on a lot or on adjacent lots in common ownership with a municipal, educational or religious purpose existing on May 31,

1991, violation of any of the foregoing provisions in this paragraph shall not prohibit expansion of any such building or buildings for such purpose by a total of no more than 25% of their May 31, 1991 building coverage and/or floor space, provided that, if parking spaces in excess of the minimum number required by Section VII.A.3 or 4 exist on such lot or lots, such excess spaces shall be removed and used as the site for expansion or as open space.

7. In determining the open space requirements of this subsection, the total area of open space on adjacent lots in common ownership shall be considered.

G. Miscellaneous Provisions.

1. Projection
   Nothing herein shall prevent the projection of steps, eaves, chimneys and cornices not exceeding 18 inches in width, windowsills, or belt courses into any required yard or open space.
2. Corner Clearance
   On lots in Residence AA, A, B, C, D, D1 and D2 districts no building, fence, or other structure shall be erected and no tree, shrub or other planting shall be planted, or allowed to exist, which prevents an unobstructed view through the space between 3 ½ feet and 8 feet above the ground within the area formed by the intersecting side lines forming the corner of the intersecting streets and a line joining points on such lines 25 feet distant from the point of intersection in an AA, A, D, D–1 or D–2 district or 20 feet distant from the point of intersection in a Residence B or C district.
3. Driveways and Paved Areas.
   In the front yard set–back area of a lot, as required in Section VI, Subsection B, Paragraphs l, 2,and 3 for lots in Residence AA, A, B, and C districts, no more than 40 percent of the set back area shall be paved or covered with an impervious surface.

H. Landscaping.

(a) In all Residence D districts for the Elderly, there shall be provided suitable landscaping adequate to screen parking and service areas from public or private ways and adjacent properties.

(b) In a Residence D1 district being used for Housing for the Elderly or Handicapped there shall be provided suitable landscaping adequate to screen parking, driveways, and service areas from public or private ways and adjacent properties.

(c) In all Residence D–2 districts being used for Housing for the Elderly, there shall be provided suitable landscaping adequate to screen parking and service areas from public or private ways and adjacent properties, provided, however, that adjacent properties zoned as Residence D–2 shall not be considered adjacent properties for the purposes of this Subsection.

I. Parking, Ways and Lighting.

1. (a) In a Residence D district being used for Housing for the Elderly, off–street parking shall be provided which may be either indoor or outdoor or a

combination thereof. At least one parking space shall be provided for each unit contained in each residence building.

(b) In a Residence D1 district being used for Housing for the Elderly or Handicapped, off–street parking shall be provided which may be either indoor or outdoor or a combination thereof. At least one parking space shall be provided for every two units contained in each residence building.

(c) In a Residence D–2 district being used for Housing for the Elderly, off street parking shall be provided which may be either indoor or outdoor or a combination thereof. At least one (1) parking space shall be provided for each unit and which shall be at least one hundred (100) feet from any street or public way and from any lot line of an adjacent lot which is being used for single family residential purposes.

2. (a) In a Residence D district being used for Housing for the Elderly, driveways within each lot, including those for ingress and egress, shall be thirty (30) feet in width, with twenty (20) feet paved for the use of vehicles and with two (2) sidewalks each five (5) feet in width. Adequate lighting shall be provided for driveways, and driveways and parking areas shall be suitably graded and provided and maintained with a permanent dust–free surface, adequate drainage and bumper guards when needed for safety.

(b) In a Residence D1 district being used for Housing for the Elderly or Handicapped, main driveways within each lot, including those for ingress and egress, shall be twenty–nine (29) feet in width with twenty–four (24) feet paved for the use of vehicles and with one (1) sidewalk five (5) feet in width, as applicable to main driveways and not secondary vehicle roads or pedestrian walks.

(c) In a Residence D–2 district being used for Housing for the Elderly, drivewayswithin each lot including those for ingress and egress, shall be 30 feet in width with at least 20 feet paved for the use of vehicles and one sidewalk 5 feet in width. Adequate lighting shall be provided for all driveways, and driveways and parking areas shall be suitably graded and provided and maintained with permanent dust–free surface, adequate drainage and bumper guards when needed for safety, provided, however, that a common driveway shared by two adjacent lots zoned as Residence D–2 can be approved as part of site plan approval.

J. Cluster Developments.

1. (a) *Definition* – "Cluster Development" means a residential development in which the buildings and accessory uses are clustered together into one or more groups separated from adjacent property and other groups within the development by intervening open land.

(b) *Purpose* – This subsection relating to Cluster Development is intended, (i) to permit development on large tracts of land in a manner which preserves open space and topography, wooded areas, and natural features of substantial portions of those tracts, and (ii) to provide a process requiring careful site

planning and high quality design resulting in developments in harmony with the surrounding open spaces, which enhance the neighborhoods in which they occur and the Town as a whole.

2. A Cluster Development shall be established on a parcel of land in one ownership containing not less than ten (10) acres, provided that the Planning Board may permit a Cluster Development to be established on a parcel of land in one ownership, containing not less than five (5) acres, if the Planning Board determines that such a Cluster Development on the parcel is, under the circumstances, demonstrably superior in design, visual appearance, and land use to a subdivision which meets the usual lot size and frontage requirements of this Section.
3. A Cluster Development may be established in a Residence AA, A, B, or C district or on a parcel of land lying in more than one of such residence districts.
4. In a Cluster Development, the number of lots on which dwellings may be erected or maintained shall not exceed the number of buildable lots which would be available in a subdivision, (a) in which each lot all or part in a Residence AA district contains no less than the area and frontage required by Subsection A, Paragraph 7, of this Section; in which each lot all or partly in a Residence A district contains no less than the area and frontage required by Subsection A, Paragraph 1, of this Section; and in which each lot all or partly in a Residence B district or a Residence C district contains no less than the area and frontage required by Subsection A, Paragraph 2, of this Section, and (b) which would be entitled to subdivision approval by the Planning Board pursuant to the Subdivision Control Law, the Zoning Bylaws (apart from the provisions of this Subsection), the Wetlands Bylaws, the Rules and Regulations of the Planning Board, and other applicable law. In determining whether wetlands would render any such lot unbuildable or would preclude the construction of a street, the Planning Board shall rely on the report and recommendations of the Conservation Commission.
5. In a Cluster Development, no dwelling shall be erected or maintained except on a “Buildable Lot”. A “Buildable Lot” is a lot containing not less than 10,000 square feet of land, exclusive of wetlands, and having a frontage deemed adequate by the Planning Board. Not more than one dwelling shall be erected or maintained on any Buildable Lot. Each Buildable Lot shall have a location, size and shape to provide a building site for a dwelling and an attached or unattached garage. No more than thirty–five percent (35%) of the area of any Buildable Lot shall be covered by buildings or other impervious surface unless the Planning Board determines that special circumstances justify a greater coverage.
6. On any Buildable Lot in a Cluster Development, the dwelling and any unattached garage shall be set back at least 25 feet from the street on which the lot has frontage and at least 15 feet from any other lot line. Every dwelling shall be located at a place on a Buildable Lot where the lot width is at least 75 feet. Every unattached accessory building shall be set back at least 35 feet from the street on which the lot has frontage and at least 10 feet from any other lot line. Matters relating to Projection shall be governed by the provisions of Subsection F of this Section, and matters relating to

C. *Parking Requirements in Business Districts.* In a Business District, no building shall be erected, altered or used for any of the purposes permitted by Section III.C. unless off–street automobile parking spaces shall be provided in connection with such erection, alteration or use as hereinafter set forth:

1. Retail stores. For each retail store, there shall be one parking space for each 250 square feet of gross floor area.
2. Offices. For businesses and professional offices, there shall be one parking space for each 250 square feet of gross floor area.
3. Banks and financial institutions. For banks and financial institutions, there shall be one parking space for each 250 square feet of gross floor area.
4. Storage, Distribution, Manufacturing and Industrial Uses. For places of the building trades, storage warehouses, printing and publishing establishments, contractor's plants, and other such facilities as may be permissible, there shall be one parking space for each 250 square feet of gross floor area on the ground floor, or 1 parking space for each three employees (based upon the maximum number of employees on any shift), whichever requires the greater number of parking spaces.
5. Other business uses. For other business uses, including theatres, places of amusement, wholesale stores, filling stations, automobile dealerships, automobile repair facilities, restaurants, other places serving food and drink, funeral homes, laundries, cleaners, places where services are performed, and any other permitted business uses not heretofore specified, there shall be sufficient parking spaces as the Board of Appeals may deem to be adequate under the circumstances to meet the parking needs of each such business.
6. Uses permitted in Residence AA, A, B or C district. For uses permitted in a Residence AA, A, B or C district, the parking space requirements set out in Subsection B of this section shall be met.
7. Mixed Uses. In the case of mixed uses, the parking spaces required shall be the sum of the requirements for the various individual uses, computed separately in accordance with paragraphs B and C of this section; parking spaces of one use shall not be considered as providing the required parking facilities for any other use unless the Board of Appeals determines that a use does not require some or all of its parking at a time when the parking can be used for another use.
8. General. For purposes of this subsection, gross floor area shall mean the total floor area used in connection with any particular business use measured from the exterior faces of the walls.

D. Pre–Existing Uses. Any building or use of a building, or use of land or part thereof, lawful and existing on May 31, 1991, may be continued, unless and until abandoned, although such building or use does not conform to the provisions of this Section, provided, however, that any existing parking areas which do not meet the requirements hereof shall not hereafter be rendered more non–conforming. If there is a lawful change in said use of such land or building, or if such building is lawfully added to, enlarged, reconstructed or replaced, said new use may be undertaken and any such addition, enlargement, reconstruction or replacement may be made without there being compliance with this Section, but only if the

new use or building change does not increase by 25% or more the number of off–street parking spaces that would have been required had compliance with this Section been necessary before the new use or building changes.

E. Changes in Uses. Whenever there is a lawful change in or expansion of a lawful use existing on May 31, 1991 and whenever such change or expansion increases by 25% or more the number of off–street parking spaces required by this section for the changed or expanded use, as compared with the number of off–street parking spaces which would have been required for the prior use if compliance with this Section had been necessary, the number of parking spaces, required by this Section for the changed or expanded use, shall be provided within a reasonable time not to exceed six months from the date of the change or expansion. In the event there is more than one change or expansion in a lawful us after May 31, 1991, the cumulative total of additional parking spaces required for all such changes or expansions shall be used to determine whether the number of required parking spaces has increased by 25% or more. In the event there is a lawful change in or expansion of an existing use or building pursuant to a special permit and/or variance granted by the Board of Appeals prior to March 14, 1992, such change or expansion may be undertaken without compliance with this Section.

F. Access to and Egress from Parking Areas for More Than 15 Vehicles in Residence AA, A, B and C Districts. The following requirements, numbered 1 through 5, shall be applicable only to a parking area or parking areas with a total capacity of more than fifteen (15) automobiles on a lot or on contiguous lots in common ownership in a Residence AA, A, B or C district.

1. Entrance. All parking areas shall be accessible by one or more driveways from an adjoining street or from an adjoining parking area, as hereafter provided. Driveways to, from, and between streets and parking areas shall be sufficient for the peak flow of traffic. Such driveways shall be located so as to minimize conflict with traffic on streets. The entrance or entrances to a parking area from a street shall, insofar as practical, be designed to ensure safety for entering vehicles and shall not create dangerous conditions for motorists in the street and/or for pedestrians on adjacent sidewalks.
2. Exits. If an entrance to a parking area is also an exit from the parking area, there shall be an adequate separation to ensure the safety of entering and exiting traffic on the driveway. The exit or exits from a parking area shall permit the vehicles exiting a safe and convenient juncture with the adjoining street and shall not create unsafe or dangerous conditions for motorists in the street and/or for pedestrians on adjacent sidewalks. The exit or exits shall be located so as to minimize conflict with traffic on streets and where good visibility and sight distances are available to observe approaching pedestrian and vehicular traffic.
3. Buses. In the event buses use any parking area, the driveway or driveways to or from any such parking area shall be designed to permit the safe and convenient movement of buses without creating any unsafe or dangerous conditions in the parking areas, the driveways, and the adjacent streets and sidewalks.

4. Sidewalks. The driveways to, from, and between parking areas shall not be used for pedestrian traffic. Sidewalks or walkways shall be provided for pedestrian traffic.
5. Width and Construction. Driveways to and from parking areas shall have a maximum width of 24 feet and a curb cut at the street of no more than 32 feet. Driveways shall have a year–round, stable, dust free, permanent surface, except for driveways which are used exclusively for access to and egress from a parking area or areas which provide parking exclusively for a temporary use or temporary uses. For the purposes of this paragraph, width of a driveway shall not include parking spaces on the side of the driveway.

G. Set Back Requirements for Parking Areas in Residence AA, A, B and C Districts. In Residence AA, A, B or C district, any parking area for more than 5 automobiles shall be set back from any street or front lot line at least the same distance as a building in such district must be set back from such a street pursuant to the provisions in Paragraphs 1, 2 or 3 of Section VI, Subsection B; in any such district, any parking area for more than 5, but less than 20, automobiles shall be set back from any side lot line at least the same distance as a building in such district must be set back from such a side lot line pursuant to the provisions in Paragraph 1 or 3 of Section VI, Subsection C; in any such district, any parking area for more than 5 automobiles shall be set back from the rear lot line at least 20 feet. Any parking area for 20 or more automobiles shall be set back at least 30 feet from any front, side or rear lot line in a Residence AA or A district, at least 24 feet from any front, side, or rear lot line in a Residence B district, and at least 20 feet from any front, side or rear lot line in a Residence C district. For the purposes of this section lot lines between lots in common ownership shall be disregarded.

H. Design Standards. All parking areas for more than 5 vehicles and associated driveways shall be shown on a plan prepared by a Massachusetts Registered Architect, Landscape Architect , Registered Professional Engineer and/or Registered Land Surveyor indicating the layout of the parking areas, the layout of the spaces in such parking areas, the driveways, sidewalks, setbacks from streets and from lot lines, specification of sight lines at intersections of driveways and streets, separation from other parking areas, specification of location and type of trees, and other landscaping (including any berms used to provide screening), cross–section of construction and specification of construction material, surface drainage calculations and plans for surface drainage, and specification of lighting. All parking areas, except parking areas provided exclusively for a temporary use, shall meet the following design standards and compliance shall be shown on the plan:

1. Parking surface and drainage: Any parking area for more than five automobiles shall have a year–round, stable, dustfree, permanent surface and adequate drainage. Runoff from any parking area shall not adversely impact any wetland areas or adjoining property, and runoff shall not be channelled so as to increase the flow of storm water onto neighboring property. Notwithstanding the foregoing, a parking area used exclusively for a temporary use may have a natural dust–free surface, such as grass, and need only be stable at such times of the year as the temporary use occurs. In no event shall parking spaces, which are provided exclusively for a

temporary use and do not have a year–round, stable, dust– free, permanent surface, be counted in satisfaction of the parking space requirement of any other use.

2. Parking for Handicapped. Parking spaces for the exclusive use of handicapped individuals shall be provided in accordance with the most recent rules and regulations of the Architectural Barriers Board.
3. Compact Cars. Off–street parking areas may be designed to allow up to a maximum of 25% of the total number of parking spaces to be used by compact cars. Compact car spaces shall not be less than 8 feet by 16 feet.
4. Aisles. The minimum width of maneuvering aisles within parking areas shall be 20 feet for two–way traffic and 12 feet for one–way traffic.
5. Parking space size. Each parking space, except for spaces for compact cars, shall measure at least 8 ½ feet in width and 19 feet in length, provided that a space may measure no less than 16.5 feet in length if suitable provision is made for front or rear overhang of the parked vehicle over a planted area and further provided that parallel parking spaces on any aisle or driveway shall be at least 22 feet in length.
6. Parking space layout. Required parking areas shall be designed so that each motor vehicle may proceed to and from its parking space without requiring the movement of any other vehicle. In no case shall spaces be so located as to require backing or maneuvering on a sidewalk.
7. Screening in residential districts. Each parking area for more than 5 vehicles in a Residence AA, A, B or C district shall be screened from the street and any lot of an adjoining owner with shrubs and trees of a size and number sufficient to provide effective screening within three years from the date on which such shrubs and trees are established. The use of vegetated berms may be used to provide screening.
8. Multiple parking areas. No parking area shall cover more than 25,000 square feet provided that more than one parking area may be constructed on a parcel of land so long as each parking area is separated from every other parking area by an area at least 20 feet wide planted with trees, shrubs, flowers and groundcover, which may include grass. One tree shall be required for every 5 spaces in multiple parking areas. Trees and other landscaping shall be located within or around the parking area so as to screen, at least partially, and to soften the visual impact of the multiple parking areas. Parking areas may be connected with each other by driveways not in excess of 20 feet wide with adequate sightlines and by pedestrian walkways not in excess of 8 feet wide.
9. Topography Changes. Parking areas shall be designed, insofar as reasonably possible, to be compatible with the terrain and features of surrounding land and shall avoid, insofar as reasonably possible, extreme cuts and/or fills, and the unnecessary removal of trees with a trunk diameter of 8 inches or more. The removal of earth materials and deposit of fill shall be in accordance with Section IV.A.
10. Lighting. Off–site light overspill from any lighting of parking areas shall be controlled through the selection of lighting, its positioning and its mounting height so as not unnecessarily to add to illumination levels on any adjacent lot not in common ownership. Light standards shall not exceed 18 feet in height. Off–site light overspill

from lighting of parking areas shall not add more than one–tenth–foot candle increase in illumination levels on any adjacent lot not in common ownership in a residential zone. Off–site light overspill onto any adjacent lot not in common ownership in a residential zone from the headlights of vehicles entering, traversing, or exiting a parking area shall be minimized, insofar as reasonably possible, through the arrangement or parking, areas and driveways on site, by grading (including use of vegetated berms) and/or by planting. Wooden fences (or their visual equivalent) may be used under circumstances where other means of controlling off–site light overspill are not practical. The light overspill requirements of this Subsection VII.H.10. shall not apply with respect to the overspill of light onto a lot zoned as Residence D–2 if the lot that would otherwise be subject to the light overspill requirements is zoned Residence D–2.

11. Parking for buses. Parking for buses shall not be visible from any neighboring dwelling and, in no event, shall buses be required to back up into pedestrian areas in order to turn around.
12. Parking Structures. Parking facilities provided in an enclosed structure shall meet all requirements of the State Building Code and other applicable law and shall be subject to the requirements of this bylaw regarding buildings except that there shall be no parking required for such a structure. If such structure will contain more than 20 parking spaces, the access and egress provisions of Subsection F shall apply.

I. Parking Requirements in Residence D, D–1, D–2 and E Districts.

1. a. Housing for the Elderly in a Residence D district shall have at least one space for each unit.
   b. Housing for the Elderly or Handicapped in a Residence D–1 district shall have at least one space for every two units.
   c. Housing for the Elderly in a Residence D–2 district shall have at least one space for each unit.
   d. Attached Cluster Housing in a Residence E district shall have such parking spaces as may be specified in the special permit.
2. In a Residence D, D–1, D–2 or E district, no building shall be erected, altered or used for a religious or educational purpose unless the minimum parking space requirements set out in Section B, Paragraphs 3 and 4 are met. Access to and egress from a parking area for such a building shall be as provided in Section F. The location of such a parking area shall be as provided in Section G. The design standards in Section H shall apply to such a parking area.

J. Special Permit for Unbuilt Parking Spaces. Upon a finding that the requisite minimum number of parking spaces required in this Section are likely to exceed the immediately foreseeable need for parking spaces generated by the use of one or more buildings, the Board of Appeals by special permit may authorize up to 25 percent of the requisite parking spaces to remain unbuilt for a period up to 3 years. This unbuilt area shall be kept in a vegetated condition and shall not be built upon during the effective dates of the special permit. The Board of Appeals, by subsequent special permit, may authorize some or all of the spaces to

remain unbuilt for one or more additional periods of up to 3 years upon a finding that any such spaces are in excess of the then immediately foreseeable need for parking spaces generated by the use of such building or buildings. Upon expiration of a special permit permitting requisite parking spaces to remain unbuilt, any such spaces shall be built forthwith thereto.

K. Parking in the Front Yard Set–Back Area in Residence AA, A, B, and C Districts. In the front yard set–back area of a lot, as required in Section Vl, Subsection B, Paragraphs 1, 2, and 3 for lots in Residence AA, A, B, and C districts, no motor vehicle shall be parked except in a driveway or contiguous parking area provided that no such driveway and contiguous parking area, if any, shall separately or in combination, cover more than 30 percent of the set–back area.

SECTION VIII. Administration.

A. Enforcement.

1. The Building Commissioner shall enforce the provisions of this bylaw. If the Building Commissioner shall be informed or have reason to believe that any provision of this bylaw or of any permit or decision thereunder has been, is being, or is about to be violated, he shall make or cause to be made an investigation of the facts, including the inspection of the premises where the violation may exist, and, if he finds any violation, he shall give immediate notice in writing to the owner or his duly authorized agent and to the occupant of the premises.
2. If, after such notice, such violation continues, with respect to any use contrary to the provisions of this bylaw, the Inspector of Buildings shall forthwith revoke any permit issued in connection with the premises, and shall take such other action as is necessary to enforce the provisions of this bylaw.
3. Where a special permit from or relief by the Board of Appeals is required pursuant to the provisions of this bylaw, or where an appeal from an order or decision of an administrative officer, or an appeal or petition involving a variance is pending, the Building Commissioner shall issue no building permit until so directed in writing by said Board.

B. Submission of Plots.

All applicants for building permits shall be accompanied by a plot in duplicate drawn to scale, showing the actual dimensions of the lot to be built upon, the streets upon which it abuts, the size and location of the building or buildings to be erected or altered, and such other information as may, in the opinion of the Building Commissioner, be necessary for the enforcement of this bylaw. A careful record of such applications and plots shall be kept in the office of the Building Commissioner. Deviation from the terms and dimensions shown on the plot shall constitute violation of the terms of the permit. In connection with furnishing Housing for the Elderly or Handicapped the applicant for a permit shall file with the Building Commissioner detailed plans of all matters included in Section VI.l.2., and the Building Commissioner shall refer said plans to the Town Engineer for his advice before any permit is issued.

C. Occupancy Permit.

It shall be unlawful to use or permit the use of any land, building, or structure or part thereof which is erected or altered, wholly or partly, in its use of construction, or moved, or which has its open spaces in any way reduced, until the Building Commissioner shall have certified on the building permit, or, in case no permit is required, shall have certified in a certificate of occupancy that the building and premises have been regularly inspected by the Building Commissioner and apparently conform to the statutes and bylaws relating to the construction and occupancy of building and land in the Town of Milton..

D. Site Plan Approval

1. Requirement for Site Plan
   a.) No multi–family building, excluding two family residences but including attached single family residences, shall be constructed or externally enlarged, and no area for parking, loading or vehicular service, including driveways giving access thereto, associated with such buildings or residences shall be established or substantially changed, except in conformity with a site plan bearing an endorsement of approval by the Planning Board. In a Residence D–2 district no building shall be constructed, relocated or enlarged, except in conformity with a site plan bearing an endorsement of approval by the Planning Board.

   b.) Construction, reconstruction, or alteration of more than eight hundred (800) square feet of a commercial building shall be in conformity with a site plan bearing an endorsement of approval by the Planning Board. Interior renovation work that makes no change in the exterior appearance of a commercial building shall be excluded from this site plan review requirement.

2. Procedure for Approval
   Any person desiring approval of a site plan under this Section shall submit said plan in duplicate, with application for approval thereof, directly to the Planning Board. The site plan shall show, among other things, zoning boundaries existing and proposed topography, all existing and proposed buildings, their uses, elevations, parking areas, loading areas, driveway openings, service areas and all other open space areas, all facilities for sewage, refuse and other waste disposal, and for surface and subsurface water drainage and all landscape features (such as walks, planting areas with size and type of stock, trees and fences), lighting fixtures and patterns and signs on the lot. The Board shall hold a public hearing within sixty–five (65) days after the application is filed and shall render its decision within thirty–five (35) days following the date of the public hearing.
3. General Conditions for Approval
   In considering a site plan under this Section the Planning Board shall assure, to a degree consistent with a reasonable use of the site for the purpose permitted or permissible by the regulations of the district in which located:
   a. Protection of adjoining premises against detrimental or offensive uses on the site.
   b. Convenience and safety of vehicular and pedestrian movement within the site, and in relation to adjacent streets, property or improvements.
   c. Adequacy of the methods of disposal for sewage, refuse and other wastes resulting from the uses permitted or permissible on the site, and the methods of drainage for surface water.
   d. Adequacy of space for the off–street loading and unloading of vehicles, goods, products, materials and equipment incidental to the normal operation of the establishment.

e. Proper use of the site with respect to unit density and proximity of adjacent buildings to each other.

f. The adequacy of lighting to maintain a safe level of illumination on the site and whether lighting is properly shielded to protect adjacent properties.

4. Authority of the Board

The Planning Board may reject any plan which fails to meet standards for health, safety, welfare and amenities appropriate to the special needs of the persons by whom such buildings are intended to be occupied and appropriate to the maintenance and preservation of health, safety, welfare and amenities in relation to adjacent and other properties in the neighborhood.

The Planning Board shall have the power to modify or amend its approval of a site plan on application of the owner, lessee, or mortgagee of the premises, or upon its own motion if such power is reserved by the Board in its original approval. All of the provisions of this Section applicable to approval shall, where apt, be applicable to such modification or amendment.

SECTION IX. Board of Appeals.

A. Appointment.

Unless provision for a Board of Appeals is made under a special statute applicable to the Town of Milton, there shall be a Board of Appeals of three members, together with Associate Members, appointed under the provisions of General Laws Chapter 40A as amended, all of whom shall be residents of the Town of Milton and one of whom shall be an attorney at law who at the time of his appointment shall have been a member of the Massachusetts Bar for not less than five years, and one of whom shall be an architect, civil engineer or master builder who at the time of his appointment shall have had not less than five years experience, appointments to be for terms of such length and so arranged that the term of one member shall expire each year. The Associate Members of the Board, who also shall each be a resident of the Town need not be an attorney, architect, civil engineer or master builder. No member or associate member shall act in any case in which there is a conflict of interest, and if there is a vacancy or a member is disqualified or for any reason is unable to act, his place shall be taken by an associate member designated by the Chairman of the Board and the associate member so designated shall serve until the completion of any case in which such associate member participates.
Every decision of the Board shall be in writing and shall be a matter of public record. Vacancies shall be filled for unexpired terms in the same manner as in the case of original appointments.

B. Notice.

When an appeal, application or petition for a Special Permit or other permit is filed with the Board of Appeals or other permit granting authority pursuant to any of the provisions of this bylaw, the Board or other permit granting authority shall give notice thereof and hold a hearing pursuant to its rules and regulations and to the law. The Building Commissioner shall be entitled to receive notice in all cases involving the issuance of a building permit.

C. Special Permits or Other Permits.

1. Where a special permit or other permit is required pursuant to the provisions of this bylaw, the applicant shall make written application and shall show to the satisfaction of the Board involved, in addition to any specific requirements herein or in the law contained, that the desired relief may be granted without substantial detriment to the public good and without substantially derogating from the intent or purpose of this bylaw. The said Board may make appropriate conditions and limitations necessary in its opinion to safeguard the legitimate use of the property in the neighborhood and in the health and safety of the public, such conditions and limitations to be stated in writing by the Board and made a part of the permit. Special permits shall only be issued following public hearings held within sixty–five days after filing an application therefore with the appropriate special permit granting authority a copy of which shall forthwith be filed by the applicant with the Town Clerk. Special permits

shall lapse within a period of two years of the final effective date thereof if substantial use of the same has not sooner commenced, except for good cause; or in the case of a permit for construction, if construction has not begun by such date, except for good cause.

2. Applicants for special permits pertaining to accessory uses involving scientific research or scientific development or related production shall make written application to the Board of Appeals as provided in subsection 1 above but the rights of the applicant and the powers of the Board of Appeals shall be governed by Section III.E.

D. Variance and Appeals.

Appeals from an order or decision of an administrative officer and appeals or petitions involving variances from the terms of the bylaw including use variances shall be dealt with by the Board of Appeals in accordance with the provisions of General Laws (Ter. Ed.), Chapter 40A, as amended. The Board of Appeals shall have the authority to grant use variances.

E. Relief.

When relief is applied for from the provisions of Section VI, A, 5 hereof the applicant shall file with the Board of Appeals a plan, map, drawing, or document sufficient clearly to show all of the local real estate holdings of the applicant in the neighborhood, the date or dates of the recording of the lots involved; and such other pertinent documentary evidence as the Board may require, and shall show to the satisfaction of the Board that the facts requisite for such relief exist.

F. Zoning Administrator.

The Board of Appeals is authorized to appoint a Zoning Administrator in accordance with the provisions of Massachusetts General Laws, Chapter 40A, Section 13.

ATTACHMENT G – GIS CHECKLIST

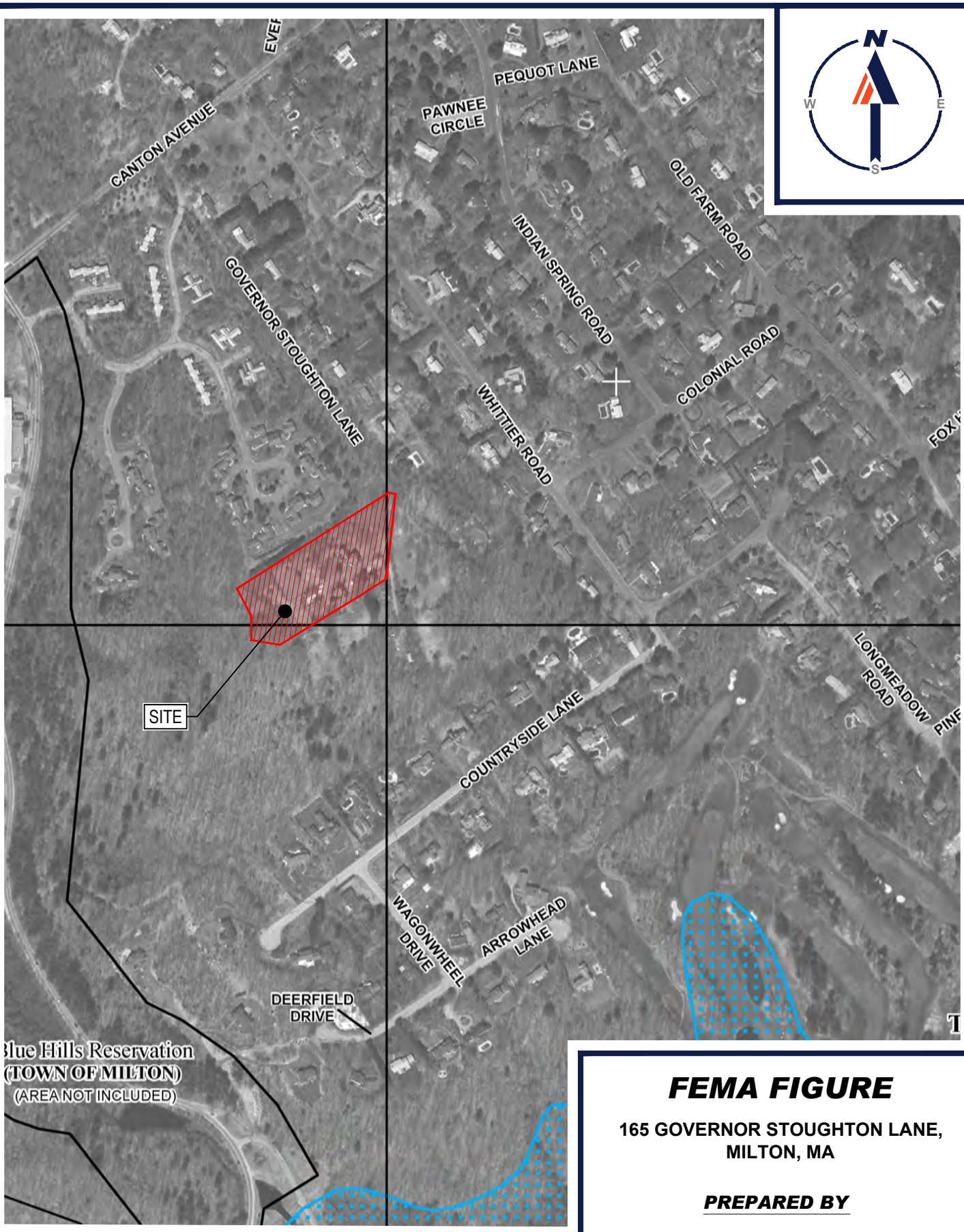
BOHLER

GIS Checklist

Category	Item	Present on site	Not present on site	Near Site	Notes
Inland Water Features	DEP Wetlands			X	DEP mapped BVW over 100' from property
Inland Water Features	Hydrography		X		
Surface water protection areas	Zone A		X		
Surface water protection areas	Zone B		X		
Surface water protection areas	Zone C		X		
Wellhead Protection Areas	Zone I		X		
Wellhead Protection Areas	Zone II		X		
Wellhead Protection Areas	Interim Wellhead Protection Area (IWPA)		X		
NHESP	Certified vernal pools		X		
NHESP	Potential vernal pools		X		
NHESP	Priority Habitats		X		
NHESP	Estimated Habitats		X		
NHESP	BioMap 2 Core Habitat		X		
NHESP	BioMap 2 Critical Natural Landscape		X		
Conservation/recreation	Openspace			X	Openspace located on abutting property
Conservation/recreation	Areas of Critical Environmental Concern (ACEC)		X		
Geological/Geophysical	Aquifer		X		
Geological/Geophysical	Outstanding Resource Area		X		
Geological/Geophysical	Prime Forest	X			Part of the property is located in the Prime 2 forest land
Geological/Geophysical	Prime Farmland Soils			X	Prime Farmland soils located within 100' of the property
Regulated Areas	FEMA National Flood Hazard			X	Not located within a special flood zone per Map 25021C0202E with an effective date of July 17, 2012
Division of Fisheries and Wildlife	Coldwater fisheries		X		
Coastal and Marine Features	Shellfish growing area		X		
Coastal and Marine Features	Barrier beaches		X		
Coastal and Marine Features	Chapter 91		X		

Mass DOT	**State Highway Layouts**		X		
	National Register of Historic Places		X		
	Mass Historic	X			Inventoried property within Mass Historic
	Utility Providers				Eversource Energy, National Grid, Comcast, RCN, Verizon and Town of Milton

ATTACHMENT H – FEMA FIGURE



THIS PROPERTY IS LOCATED IN ZONE X OF FLOOD INSURANCE RATE MAP, AS SHOWN ON COMMUNITY MAP #25021C0202E WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

SOURCE: FEMA MAPS

FEMA FIGURE

165 GOVERNOR STOUGHTON LANE, MILTON, MA

PREPARED BY

BOHLER

SCALE:1"=300' DATE: 06/09/2022

ATTACHMENT I – WETLANDS MEMO

LUCAS ENVIRONMENTAL, LLC

500A Washington Street, Quincy, MA 02169

June 30, 2022

Bohler Engineering, Inc.
Attn: Mark Wixted, P.E.
45 Franklin Street, 5th Floor
Boston, MA 02110

Re: Wetland Summary Letter
Three Town-Owned Parcels of Land
Milton, MA

Dear Mr. Wixted,

A Certified Wetland Scientist from Lucas Environmental, LLC (LE) conducted a site investigation at three site locations noted below in Milton, Massachusetts on June 22 and 23, 2022 to investigate the presence of wetland resources. The wetland investigation was performed in accordance with the Massachusetts Wetlands Protection Act (M.G.L. Ch. 131, § 40) and regulations (310 CMR 10.00 *et seq*.); Section 404 of the Clean Water Act (33 U.S.C. 1344); Massachusetts Department of Environmental Protection (MassDEP) publication "Delineating Bordering Vegetated Wetlands" under the Massachusetts Wetlands Protection Act (1995); and the U.S. Army Corp of Engineers (USACE) Wetland Delineation Manual (1987); the Northcentral and Northeast Regional Supplement (2012); and the Town of Milton Wetlands Bylaw and Regulations (Chapter 15) (the "Bylaw").

The Study Area consists of the following three sites:

1. Site Location #1: 165 Governor Stoughton Lane (Parcel K 6 3)
2. Site Location #2: Brush Hill Road (Parcel C 2 1)
3. Site Location #3: The portion of 40 Highland Street fronting on Canton Avenue (Parcel J 13 4), noted on the attached figure.

Please note that this effort is specific to wetland resources; it does not evaluate constraints related to local planning or zoning requirements, nor does it evaluate the potential for soil, air, or water contamination. The site investigation was limited to wetland areas within 100 feet and perennial streams within 200 feet of the parcel boundaries (i.e., Study Area).

The following data sources were examined prior to the site investigation:

- Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM);
- United States Geological Survey Topographic Quadrangle;
- MassGIS MassDEP Wetland and Hydrography Datalayers;
- National Wetland Inventory (NWI) Maps;
- MassGIS Natural Heritage Atlas Datalayers; and
- United States Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS) Soil Survey.

1.0 EXISTING CONDITIONS

The Study Area includes three (3) town-owned parcels of land in Milton, Massachusetts, identified as Site Location #1, #2 and #3. Each site if further described below.

A review of the current MassGIS data layer for the Massachusetts Natural Heritage Atlas (effective August 1, 2021) under the Natural Heritage and Endangered Species Program (NHESP) indicates that the Study Area is not located within Priority Habitat of Rare Species or within Estimated Habitat of Rare Wildlife. No Certified or Potential Vernal Pools under the jurisdiction of the Wetlands Protection Act Regulations (310 CMR 10.00 et seq.) or the Massachusetts Endangered Species Act (321 CMR 10.00 et seq.) occur within the Study Area.

The Study Area is not located within an Area of Critical Environmental Concern (ACEC), Watershed Protection Area, Outstanding Resource Water (ORW) or MassDEP Wellhead Protection Area.

Site Location #1 – 165 Governor Stoughton Lane

Site Location #1, at 165 Governor Stoughton Lane, is the current site of the Milton Animal Shelter. The property is also referred to as the Milton Town Farm. In addition to the animal shelter building, cages and outdoor pen and dog-walking areas, there are several abandoned/boarded up buildings and an auxiliary trailer on the property. An open field area is located next to the animal shelter facility and forested areas ring the open field, and the property in general, from the bordering residential development to the north, east, and south.

Forested areas are vegetated with sugar maple (*Acer saccharum*), Norway maple (*Acer platanoides*), shagbark hickory (*Carya ovata*), white ash (*Fraxinus americana*), multiflora rose (*Rosa multiflora*), black oak (*Quercus velutina*), Virginia creeper (*Parthenocissus quinquefolia*), Oriental bittersweet (*Celastrus orbiculatus*), poison ivy (*Toxicodendron radicans*), and garlic mustard (*Alliaria petiolata*).

A small area of wooded wetland drains toward the southwestern portion of the site where a large stormwater basin area captures drainage from the residential development to the south of the site. The stormwater basin area is separated by a berm with overflow devices from the basin and an adjacent forested wetland located to the west of the site. This adjacent forested wetland area and immediately surrounding upland is designated as Town open space, protected under Article 97. Aside from the developed portions of the site, thick vegetation is found in other areas of the parcel, with a dense tangle of shrubs and/or vines located at the periphery of field and wooded areas. and emergent wetland vegetation in the stormwater basin.

Site Location #2 – Brush Hill Road

Site Location #2 (Parcel C 2 1) is located to the west of Brush Hill Road roughly from a point where Brook Road meets Brush Hill Road along its southern parcel boundary. The northern boundary of the parcel is the Neponset River Esplanade Park, which is part of the larger Neponset River Reservation. Approximately one-half of the site, extending from the river landward approximately 100 feet, is identified as Town open space and protected under Article 97.

The site is predominantly undeveloped upland forest containing Norway maple, red maple (*Acer rubrum*), white ash, honey locust (*Gleditsia triacanthos*), black locust (*Robinia pseudoacacia*), black oak, glossy buckthorn (*Frangula alnus*), Japanese knotweed (*Polygonum cuspidatum*), and areas of densely growing vines, including poison ivy, Oriental bittersweet, English ivy (*Hedera helix*), Virginia creeper, common greenbrier (*Smilax rotundifolia*), and species of grape (*Vitis* spp.).

The parcel is mostly flat along Brush Hill Road where there are narrow sections of maintained lawn, though some broader depressional upland areas are located in the middle of the parcel. A walking path extends within a portion of the woods from the adjacent park, and a chain link fence separates the wooded area and walking path from the river and steep slope which drops 20 feet or more to the Neponset River below. A canoe launch area is located near the northern boundary of the Site. Four (4) small fringe wetland areas border the river in locations where the bank is flatter and riverine deposits support various woody and herbaceous wetland plant species.

Site Location #3 – 40 Highland Street & Canton Avenue

Site Location #3 (Parcel J 13 4) is situated at 40 Highland Street and Canton Avenue and is the location of the Milton Police Station. A large administrative building, garage, outbuildings, paved parking areas, and a small telecommunication tower are found on the property. The remainder of the property contains an open lawn area toward the front of the property with wooded upland and wetland located along the northern portion of the property along Canton Avenue and further to the east. The forested upland area is vegetated with Norway maple, red maple, black locust, staghorn sumac (*Rhus typhina*), black (or Louise's) swallow-wort (*Cynanchum louiseae*), multiflora rose, poison ivy, English ivy, and glossy buckthorn.

An old granite block and stone cellar hole and foundation were observed at the bottom of the slope from Canton Avenue approximately in the middle of the site. A narrow wetland extends from a depressional area within the woods and drains to the eastern portion of the site via a swale and excavated ditch to the north of the administrative building where it connects to a larger off-site forested wetland. Along the southern edge of the property, a stormwater basin captures drainage from a swale and riprapped ditch that extends along a steep slope adjacent the site. Another area of wetland is located opposite of the police station, to the west of Highland Street, which is a topographic break between the on-site wetland and off-site wetland. This wetland and upland areas adjacent to it, are identified as the Wendell Brook Conservation Area, which is identified as Town open space and protected under Article 97.

2.0 ENVIRONMENTAL RESOURCE AREAS

Wetland resource areas identified include Inland Bank, Bordering Vegetated Wetlands (BVW), Land Under Waterbodies and Waterways (LUWW), Bordering Land Subject to Flooding (BLSF), and Riverfront Area (RFA), associated with the Neponset River. The 100-Foot Buffer Zone associated with the Bank of the river and BVW extend into the Study Area as noted below. MassDEP Field Delineation Field Data Forms are included with this letter. LE has reviewed the Boundary, Topographic & Utility Plan prepared by Control Point Associates, Inc. for Site Location #1 only, and will review for Site Locations #2 and #3.

Under the Massachusetts Wetlands Protection Act (WPA), and the Milton Wetlands Ordinance, the wetland resource areas are regulated as follows.

2.1 Inland Bank – 310 CMR 10.54

Section 310 CMR 10.54 of the WPA defines a Bank *as the portion of the land surface which normally abuts and confines a water body. It occurs between a water body and a vegetated bordering wetland and adjacent flood plain, or, in the absence of these, it occurs between a water body and an upland. The upper boundary of a Bank is the first observable break in the slope or the mean annual flood level, whichever is lower. The lower boundary of a Bank is the mean annual low flow level.* The delineated Bank is further described below and is coincident with the Mean Annual High Water (MAHW) line at Site Location #2.

2.2 Bordering Vegetated Wetlands – 310 CMR 10.55

Section 310 CMR 10.55 of the WPA defines BVW *as freshwater wetlands which border on creeks, rivers, streams, ponds and lakes. The types of freshwater wetlands are wet meadows, marshes, swamps and bogs. Bordering Vegetated Wetlands are areas where the soils are saturated and/or inundated such that they support a predominance of wetland indicator plants. The boundary of Bordering Vegetated Wetlands is the line within which 50% or more of the vegetational community consists of wetland indicator plants and saturated or inundated conditions exist. Wetland indicator plants are also those classified in the indicator categories of Facultative, Facultative+, Facultative Wetland-, Facultative Wetland, Facultative Wetland+, or Obligate Wetland in the National List of Plant Species That Occur in Wetlands: Massachusetts (Fish & Wildlife Service, U.S. Department of the Interior, 1988) or plants exhibiting physiological or morphological adaptations to life in saturated or inundated conditions.* The delineated BVW are described below for all three Site Locations.

2.3 Land Under Water Bodies and Waterways – 310 CMR 10.56

Section 310 CMR 10.56 of the WPA defines LUWW *as the land beneath any creek, river, stream, pond or lake. Said land may be composed of organic muck or peat, fine sediments, rocks or bedrock. The boundary of Land under Water Bodies and Waterways is the mean annual low water level.* LUWW is present within the Neponset River which is located along the western edge of Site Location #2. The boundary of LUWW was not delineated in the field.

2.4 Bordering Land Subject to Flooding – 310 CMR 10.57

Section 310 CMR 10.57(2)(a) of the WPA defines BLSF as *an area with low, flat topography adjacent to and inundated by flood waters rising from creeks, rivers, streams, ponds or lakes. It extends from the banks of these waterways and water bodies; where a bordering vegetated wetland occurs, it extends from said wetland. 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.*

The effective FEMA Flood Insurance Rate Map (FIRM) for Norfolk County, Town of Milton, Community Panel Number 25021C0063E, dated July 17, 2012, indicates this area is not included. Review of the adjacent FEMA panel for Suffolk County, City of Boston, Community Panel Number 25025C0088G, dated September 25, 2009, identifies this section of the Neponset River within Zone AE. Zone AE is defined as areas of the 1% annual chance flood (100-year flood) where base flood elevations have been determined. The flood elevations range from approximately 28 to 30 NAVD 88 along this section of the Neponset River.

Bordering Land Subject to Flooding appears to occur on the property. The boundary of BLSF was not delineated in the field and will be identified on the Boundary, Topographic & Utility Plan for Site Location #2.

2.5 Riverfront Area – 310 CMR 10.58

Under section 310 CMR 10.58 of the WPA, the Riverfront Area *is the area of land between a river's mean annual high-water line measured horizontally outward from the river and a parallel line located 200 feet away*. The 200-Foot Riverfront Area extends landward from the MAHW line, which in this case is coincident with the Bank described below for Site Location #2.

2.6 Resource Area Descriptions

Wetland resource areas identified within the Study Area includes BVW located on each of the Site Locations #1, #2, and #3. Bank, LUWW, BLSF, and RFA are located on Site Location #2 associated with the Neponset River. Site Location #3 has an additional wetland area located off-site, within 100 feet of the property line, identified as Wetland B. Table 2-1 provides additional information on the delineated resource areas. LE has reviewed the Boundary, Topographic & Utility Plan prepared by Control Point Associates, Inc. for Site Location #1 only, and will review for Site Locations #2 and #3.

TABLE 2-1
RESOURCE AREA SUMMARY

Site Location	Resource Area	Number	Designation
#1	WFA	WFA-1 to WFA-25	BVW
#2	WFA	WFA-1 to WFA-13 WFA-14 to WFA-19 WFA-20 to WFA-24 WFA-25 to WFA-31	BVW
	BF1	BF1-1 to BF1-52	MAHW/Bank/RFA
#3	WFA	WFA-1 to WFA-50	BVW
	WFB	WFB-1 to WFB-19	BVW

2.7 Milton Wetlands Protection Bylaw and Regulations

The Town of Milton Bylaw and Regulations provide additional protections to the resource areas described above. A Non-Disturbance Zone (the "Zone") has been established from any Bank, BVW, and Vernal Pool. The Zone extends to a distance of 25 feet from the edge of any resource area, except for Vernal Pools where the Zone extends for 100 feet. No work may be performed within the Zone unless the Applicant can prove that proposed work will not have a "*significant adverse impact upon the interests protected*" by the Bylaw. Note that no Vernal Pools were observed or documented within or adjacent to the Study Area.

If you have any questions, please do not hesitate to contact me at 617.405.4641 or jjt@lucasenviro.com or Christopher M. Lucas at 617.405.4140 or cml@lucasenviro.com. Thank you for your consideration in this matter.

Sincerely,
LUCAS ENVIRONMENTAL, LLC

Jacob J. Tinus CWS, CPESC
Environmental Consultant/Wetland Scientist

Christopher M. Lucas, PWS, CWS, RPSS
Principal/Wetland & Soil Scientist

Enclosures: Attachment A – Site Location Maps
Wetland Delineation Field Data Forms

Attachment A

165 Governor Stoughton Lane

Brush Hill Road

40 Highland Avenue (survey requested for red portion of diagram)

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-8 and WFA-9 | Transect Number: WET-1

Applicant: **Bohler Engineering, Inc.** Prepared by: **Lucas Environmental, LLC** Project Location: **Town Farm Property, 156 Governor Stoughton Lane, Milton, Massachusetts**

☐ Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only
☑ Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II
☐ Method other than dominance test used (attach additional information)

SECTION I. VEGETATION

Date of Delineation: **June 23, 2022**

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal area)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
Tree				
None	-	-	-	-
Saplings				
None	-	-	-	-
Shrubs				
Pussy willow (*Salix discolor*)	10.5	100%	YES	FACW*
Herbaceous				
Broad-leaved cattail (*Typha latifolia*)	85.5	65.8%	YES	OBL*
Common rush (*Juncus effusus*)	20.5	15.8%	NO	OBL*
Fox sedge (*Carex vulpinoidea*)	10.5	8.1%	NO	OBL*
Purple loosestrife (*Lythrum salicaria*)	10.5	8.1%	NO	OBL*
Sensitive fern (*Onoclea sensibilis*)	3.0	2.3%	NO	FACW*
Vines				
Grape (*Vitis* sp.)	10.5	100%	YES	UPL

* Use an asterisk to mark indicator plants: plant species listed in the wetlands Protection Act (MGL c.131, s.40); plants in the genus *Sphagnum*; plants listed as FAC, FAC+, FACW-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 2 **Number of dominant non-wetland indicator plants: 1**

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants: YES ☑ NO ☐

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-8 and WFA-9 | Transect Number: WET-1

SECTION II. INDICATORS OF HYDROLOGY

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? YES ☑ NO ☐

Title/Date: **Custom Soil Resource Report for Norfolk and Suffolk Counties, Massachusetts. (GIS Data from the Soil Survey Geographic - SSURGO data base produced by the USDA, NRCS), accessed online June 27, 2022.**

Map Number/Soil Type Mapped**:**

422C—Canton fine sandy loam, 8 to 15 percent slopes, extremely stony

Hydric Soil Inclusions: **NO**

Are field observations consistent with soil survey? YES ☐ NO ☑

Remarks: **Site impacted by existing development and created stormwater basin.**

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
A	**0-6”**	**10YR 3/2**	**10YR 5/1 and 10YR 4/6 (5%)**
B1	**6-12”**	**2.5Y 6/1**	**2.5Y 6/4 and 2.5Y 5/8 (30%)**

Refusal @ 12”

Remarks: **Fine sandy loam over gravelly/stony fill layer.**

3. Other:

Conclusion: Is soil hydric? YES ☑ NO ☐

Other Indicators of Hydrology:

- ☐ Site inundated: _____
- ☑ Depth to free water in observation hole: **6 inches**
- ☑ Depth to soil saturation in observation hole: **Saturated to surface**
- ☐ Water marks: _____
- ☐ Drift lines: _____
- ☑ Sediment deposits: **In basin, from stormwater input**
- ☐ Drainage patterns in BVW: _____
- ☐ Oxidized rhizospheres: _____
- ☑ Water-stained leaves: **In basin, from stormwater input**
- ☐ Recorded data (stream, lake, or tidal gauge; aerial photo; other): _____
- ☐ Other: _____

Vegetation and Hydrology Conclusion

	YES	NO
Number of wetland indicator plants greater than or equal to number of non-wetland indicator plants	☑	☐
Hydric soils present	☑	☐
Other indicators of hydrology present	☑	☐
Sample location is in BVW	☑	☐

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-8 and WFA-9 | Transect Number: UPL-1

Applicant: **Bohler Engineering, Inc.** Prepared by: **Lucas Environmental, LLC** Project Location: **Town Farm Property (Animal Shelter) 156 Governor Stoughton Lane, Milton, MA**

☐ Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only
☑ Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II
☐ Method other than dominance test used (attach additional information)

SECTION I. VEGETATION

Date of Delineation: **June 23, 2022**

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal area)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
Tree				
Norway maple (*Acer platanoides*)	20.5	100%	YES	UPL
Saplings				
None	-	-	-	-
Shrubs				
None	-	-	-	-
Herbaceous				
Stinging nettle (*Urtica dioica*)	38.0	46.1%	YES	FAC*
Blackberry (*Rubus* sp.)	20.5	24.8%	YES	UPL
Canada goldenrod (*Solidago canadensis*)	10.5	12.7%	NO	FACU
Poverty rush (*Juncus tenuis*)	10.5	12.7%	NO	FAC*
Daisy fleabane (*Erigeron annuus*)	3.0	3.6%	NO	FACU
Vines				
Fox grape (*Vitis labrusca*)	63.0	60.6%	YES	FACU
Summer grape (*Vitis riparia*)	38.0	36.5%	NO	FAC
Oriental bittersweet (*Celastrus orbiculatus*)	3	2.9%	NO	UPL

* Use an asterisk to mark indicator plants: plant species listed in the wetlands Protection Act (MGL c.131, s.40); plants in the genus *Sphagnum*; plants listed as FAC, FAC+, FACW-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 1 **Number of non-wetland indicator plants: 3**

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants: YES ☐ NO ☑

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-8 and WFA-9

Transect Number: UPL-1

SECTION II. INDICATORS OF HYDROLOGY

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? YES ☑ NO ☐

Title/Date: **Custom Soil Resource Report for Norfolk and Suffolk Counties, Massachusetts. (GIS Data from the Soil Survey Geographic - SSURGO data base produced by the USDA, NRCS), accessed online June 27, 2022.**

Map Number/Soil Type Mapped**:**
422C—Canton fine sandy loam, 8 to 15 percent slopes, extremely stony

Hydric Soil Inclusions: **NO**

Are field observations consistent with soil survey? YES ☐ NO ☑

Remarks: **Site impacted by existing development and created stormwater basin.**

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
A	**0-12”**	**10YR 4/3**	

Refusal @ 12”

Remarks: **Stony/gravelly sandy loam**

3. Other:

Conclusion: Is soil hydric? YES ☐ NO ☑

Other Indicators of Hydrology:

☐ Site inundated: _____

☐ Depth to free water in observation hole: _____

☐ Depth to soil saturation in observation hole: _____

☐ Water marks: _____

☐ Drift lines: _____

☐ Sediment deposits: _____

☐ Drainage patterns in BVW: _____

☐ Oxidized rhizospheres: _____

☐ Water-stained leaves: _____

☐ Recorded data (stream, lake, or tidal gauge; aerial photo; other): _____

☐ Other: _____

Vegetation and Hydrology Conclusion

	YES	NO
Number of wetland indicator plants greater than or equal to number of non-wetland indicator plants	☐	☑
Hydric soils present	☐	☑
Other indicators of hydrology present	☐	☑
Sample location is in BVW	☐	☑

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-16 and WFA-17 Transect Number: WET-2

Applicant: **Bohler Engineering, Inc.** Prepared by: **Lucas Environmental, LLC** Project Location: **Brush Hill Road Site, Milton, MA**

☐ Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only

☑ Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II

☐ Method other than dominance test used (attach additional information)

SECTION I. VEGETATION

Date of Delineation: **June 23, 2022**

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal area)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
Tree				
Red maple (*Acer rubrum*)	86.0	100%	YES	FAC*
Saplings				
None	-	-	-	-
Shrubs				
Silky dogwood (*Cornus amomum*)	63.0	100%	YES	FACW*
Herbaceous				
Jewelweed (*Impatiens capensis*)	38.0	39.2%	YES	FACW*
Silky dogwood (*Cornus amomum*) (seedlings)	38.0	39.2%	YES	FACW*
Beggar ticks (*Bidens* sp.)	10.5	10.8%	NO	-
Japanese knotweed (*Polygonum cuspidatum*)	10.5	10.8%	NO	FACU
Vines				
None	-	-	-	-

* Use an asterisk to mark indicator plants: plant species listed in the wetlands Protection Act (MGL c.131, s.40); plants in the genus *Sphagnum*; plants listed as FAC, FAC+, FACW-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 4 **Number of non-wetland indicator plants: 0**

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants: YES ☑ NO ☐

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-16 and WFA-17

Transect Number: WET-2

SECTION II. INDICATORS OF HYDROLOGY

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? YES ☑ NO ☐

Title/Date: **Custom Soil Resource Report for Norfolk and Suffolk Counties, Massachusetts. (GIS Data from the Soil Survey Geographic - SSURGO data base produced by the USDA, NRCS), accessed online June 27, 2022.**

Map Number/Soil Type Mapped**:**
626B—Merrimac-Urban land complex, 0 to 8 percent slopes

Hydric Soil Inclusions: **Not indicated**

Are field observations consistent with soil survey? YES ☐ NO ☑
Remarks: **Soils not mapped as alluvial.**

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
O	**1-0”**	**Leaf litter**	
A	**0-6”**	**10YR 2/1**	
B1	**6-12”**	**10YR 2/1**	**7.5YR 4/6 (5%)** **7.5YR 5/1 (5%)**
B2	**12-18+**	**7.5YR 6/1**	

Remarks: **Sandy loam, underlain by fine sand**

3. Other:

Conclusion: Is soil hydric? YES ☑ NO ☐

Other Indicators of Hydrology:

- ☐ Site inundated: _____
- ☑ Depth to free water in observation hole: **8 inches**
- ☑ Depth to soil saturation in observation hole: **Saturated at surface**
- ☑ Water marks: _____
- ☑ Drift lines: _____
- ☑ Sediment deposits: _____
- ☑ Drainage patterns in BVW: _____
- ☐ Oxidized rhizospheres: _____
- ☑ Water-stained leaves: _____
- ☐ Recorded data (stream, lake, or tidal gauge; aerial photo; other): _____
- ☑ Other: **Soils are located in river depositional sidebar at the toe of slope.**

Vegetation and Hydrology Conclusion

	YES	NO
Number of wetland indicator plants greater than or equal to number of non-wetland indicator plants	☑	☐
Hydric soils present	☑	☐
Other indicators of hydrology present	☑	☐
Sample location is in BVW	☑	☐

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-16 and WFA-17 Transect Number: UPL-2

Applicant: **Bohler Engineering, Inc.** Prepared by: **Lucas Environmental, LLC** Project Location: **Brush Hill Road Site, Milton, MA**

☐ Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only

☑ Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II

☐ Method other than dominance test used (attach additional information)

SECTION I. VEGETATION

Date of Delineation: **June 23, 2022**

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal area)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
Tree				
None	-	-	-	-
Saplings				
Slippery elm (*Ulmus rubra*)	38.0	65.0%	YES	FAC*
Norway maple (*Acer platanoides*)	20.5	35.0%	YES	UPL
Shrubs				
Slippery elm (*Ulmus rubra*)	10.5	50.0%	YES	FAC*
Maple-leaf viburnum (*Viburnum acerifolium*)	10.5	50.0%	YES	UPL
Herbaceous				
English ivy (*Hedera helix*)	98.0	70.3%	YES	FACU
Poison ivy (*Toxicodendron radicans*)	20.5	14.7%	NO	FAC*
Black cherry (*Prunus serotina*)	10.5	7.5%	NO	FACU
Japanese knotweed (*Polygonum cuspidatum*)	10.5	7.5%	NO	FACU
Vines	10.5	50.0%	YES	FAC*
Poison ivy (*Toxicodendron radicans*)	10.5	50.0%	YES	FACU
English ivy (*Hedera helix*)				

* Use an asterisk to mark indicator plants: plant species listed in the wetlands Protection Act (MGL c.131, s.40); plants in the genus *Sphagnum*; plants listed as FAC, FAC+, FACW-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 3 **Number of non-wetland indicator plants: 4**

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants: YES ☐ NO ☑

Observation Plot Number: Between WFA-16 and WFA-17 Transect Number: UPL-2

SECTION II. INDICATORS OF HYDROLOGY

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? YES ☑ NO ☐

Title/Date: **Custom Soil Resource Report for Norfolk and Suffolk Counties, Massachusetts. (GIS Data from the Soil Survey Geographic - SSURGO data base produced by the USDA, NRCS), accessed online June 27, 2022.**

Map Number/Soil Type Mapped**:**
626B—Merrimac-Urban land complex, 0 to 8 percent slopes

Hydric Soil Inclusions: **Not indicated**

Are field observations consistent with soil survey? YES ☐ NO ☑
Remarks: **The soils are gravelly, sandy fill material to the surface.**

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
A	**0-6”**	**10YR 4/3**	

Refusal @ 12”

Remarks:

3. Other:

Conclusion: Is soil hydric? YES ☐ NO ☑

Other Indicators of Hydrology:

☐ Site inundated: _____

☐ Depth to free water in observation hole: _____

☐ Depth to soil saturation in observation hole: _____

☐ Water marks: _____

☐ Drift lines: _____

☐ Sediment deposits: _____

☐ Drainage patterns in BVW: _____

☐ Oxidized rhizospheres: _____

☐ Water-stained leaves: _____

☐ Recorded data (stream, lake, or tidal gauge; aerial photo; other):

_____

☐ Other: _____

Vegetation and Hydrology Conclusion

	YES	NO
Number of wetland indicator plants greater than or equal to number of non-wetland indicator plants	☐	☑
Hydric soils present	☐	☑
Other indicators of hydrology present	☐	☑
Sample location is in BVW	☐	☑

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-29 and WFA-30 Transect Number: WET-3

Applicant: **Bohler Engineering, Inc.** Prepared by: **Lucas Environmental, LLC** Project Location: **40 Highland Street (Police Station), Milton, MA**

☐ Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only

☑ Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II

☐ Method other than dominance test used (attach additional information)

SECTION I. VEGETATION

Date of Delineation: **June 23, 2022**

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal area)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
Tree				
None	-	-	-	-
Saplings				
None	-	-	-	-
Shrubs				
None	-	-	-	-
Herbaceous				
Poison ivy (*Toxicodendron radicans*)	98.0	90.3%	YES	FAC*
Multiflora rose (*Rosa multiflora*)	10.5	9.7%	NO	FACU
Garlic mustard (*Alliaria petiolata*)	TR	-	NO	FACU
Vines				
None	-	-	-	-

* Use an asterisk to mark indicator plants: plant species listed in the wetlands Protection Act (MGL c.131, s.40); plants in the genus *Sphagnum*; plants listed as FAC, FAC+, FACW-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 1 **Number of non-wetland indicator plants: 0**

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants: YES ☑ NO ☐

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-29 and WFA-30

Transect Number: WET-3

SECTION II. INDICATORS OF HYDROLOGY

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? YES ☑ NO ☐

Title/Date: **Custom Soil Resource Report for Norfolk and Suffolk Counties, Massachusetts. (GIS Data from the Soil Survey Geographic - SSURGO data base produced by the USDA, NRCS), accessed online June 27, 2022.**

Map Number/Soil Type Mapped**:**
305B—Paxton fine sandy loam, 3 to 8 percent slopes

Hydric Soil Inclusions: **YES**

Are field observations consistent with soil survey? YES ☑ NO ☐

Remarks:

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
O	**1-0”**	**Leaf litter**	
A	**0-8”**	**10YR 3/1**	**10YR 4/6 (2%)**
			10YR 5/2 (2%)
B	**8-12”**	**7.5YR 3/2**	**10YR 4/6 (10%)**
			10YR 5/1 (5%)

Remarks: **Silt loam**

3. Other:

Conclusion: Is soil hydric? YES ☑ NO ☐

Other Indicators of Hydrology:

- ☐ Site inundated: _____
- ☐ Depth to free water in observation hole: _____
- ☑ Depth to soil saturation in observation hole: **Saturated at surface**
- ☑ Water marks: _____
- ☐ Drift lines: _____
- ☑ Sediment deposits: **In swale**
- ☐ Drainage patterns in BVW: _____
- ☐ Oxidized rhizospheres: _____
- ☑ Water-stained leaves: **Aside the swale**
- ☐ Recorded data (stream, lake, or tidal gauge; aerial photo; other): _____
- ☐ Other: _____

Vegetation and Hydrology Conclusion

	YES	NO
Number of wetland indicator plants greater than or equal to number of non-wetland indicator plants	☑	☐
Hydric soils present	☑	☐
Other indicators of hydrology present	☑	☐
Sample location is in BVW	☑	☐

LUCAS ENVIRONMENTAL, LLC

WETLAND DELINEATION FIELD DATA FORM

Observation Plot Number: Between WFA-29 and WFA-30 Transect Number: UPL-3

Applicant: **Bohler Engineering, Inc.** Prepared by: **Lucas Environmental, LLC** Project Location: **40 Highland Street (Police Station), Milton, MA**

☐ Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only

☑ Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II

☐ Method other than dominance test used (attach additional information)

SECTION I. VEGETATION

Date of Delineation: **June 22, 2022**

A. Sample Layer and Plant Species (by common/scientific name)	B. Percent Cover (or basal area)	C. Percent Dominance	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
Tree				
Black oak (*Quercus velutina*)	63.0	45.3%	YES	UPL
Norway maple (*Acer platanoides*)	38.0	27.3%	YES	UPL
Sugar maple (*Acer saccharum*)	38.0	27.3%	YES	FACU
Saplings				
Norway maple (*Acer platanoides*)	38.0	100%	YES	UPL
Shrubs				
Norway maple (*Acer platanoides*)	10.5	100%	YES	UPL
Herbaceous				
Poison ivy (*Toxicodendron radicans*)	85.5	86.3%	YES	FAC*
Norway maple (*Acer platanoides*)	10.5	10.6%	NO	UPL
American wintergreen (*Pyrola americana*)	3.0	3.0%	NO	FAC*
Vines				
None	-	-	-	-

* Use an asterisk to mark indicator plants: plant species listed in the wetlands Protection Act (MGL c.131, s.40); plants in the genus *Sphagnum*; plants listed as FAC, FAC+, FACW-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 1 **Number of non-wetland indicator plants: 5**

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants: YES ☐ NO ☑

Observation Plot Number: Between WFA-29 and WFA-30 Transect Number: UPL-3

SECTION II. INDICATORS OF HYDROLOGY

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? YES ☑ NO ☐

Title/Date: **Custom Soil Resource Report for Norfolk and Suffolk Counties, Massachusetts. (GIS Data from the Soil Survey Geographic - SSURGO data base produced by the USDA, NRCS), accessed online June 27, 2022.**

Map Number/Soil Type Mapped**:**
305B—Paxton fine sandy loam, 3 to 8 percent slopes

Hydric Soil Inclusions: **YES**

Are field observations consistent with soil survey? YES ☑ NO ☐
Remarks: **The soils are stony, with boulders mostly beneath the surface**

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
A	**0-10”**	**10YR 3/3**	

Refusal @ 10”

Remarks: **Fine sandy loam**

3. Other:

Conclusion: Is soil hydric? YES ☐ NO ☑

Other Indicators of Hydrology:

☐ Site inundated: _____

☐ Depth to free water in observation hole: _____

☐ Depth to soil saturation in observation hole: _____

☐ Water marks: _____

☐ Drift lines: _____

☐ Sediment deposits: _____

☐ Drainage patterns in BVW: _____

☐ Oxidized rhizospheres: _____

☐ Water-stained leaves: _____

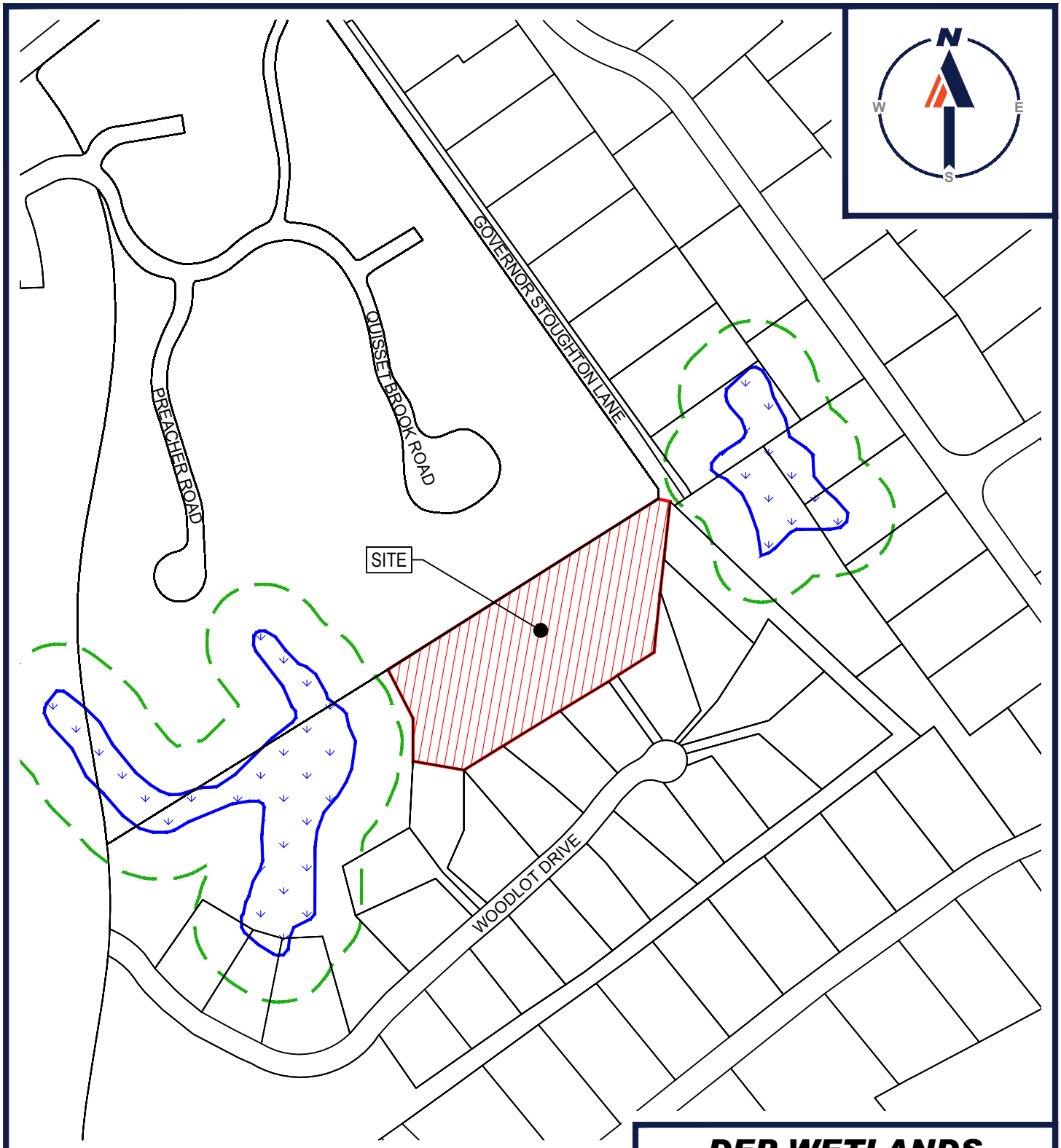
☐ Recorded data (stream, lake, or tidal gauge; aerial photo; other):

_____

☐ Other: _____

Vegetation and Hydrology Conclusion

	YES	NO
Number of wetland indicator plants greater than or equal to number of non-wetland indicator plants	☐	☑
Hydric soils present	☐	☑
Other indicators of hydrology present	☐	☑
Sample location is in BVW	☐	☑



LEGEND:

- SITE
- APPROXIMATE DEP WETLANDS
- APPROXIMATE 100' BUFFER TO WETLANDS

SOURCE: MASSMAPPER

DEP WETLANDS FIGURE

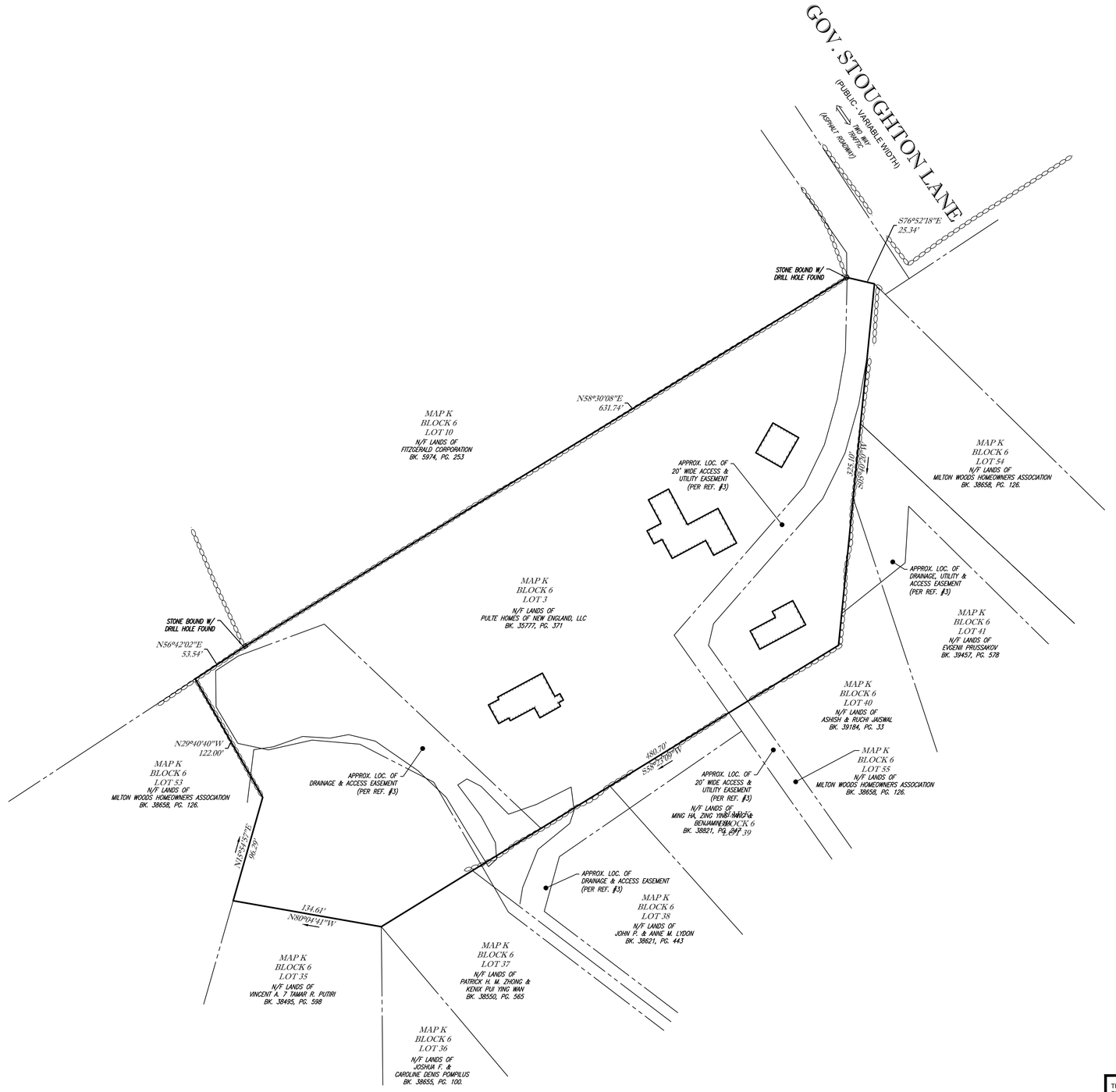
165 GOVERNOR STOUGHTON LANE, MILTON, MA

PREPARED BY

BOHLER

SCALE:1"=300' DATE: 06/09/2022

ATTACHMENT J – SITE SURVEY

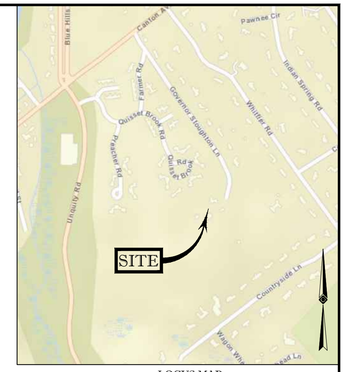


GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

MASSACHUSETTS STATE PLANE COORDINATE SYSTEM - NAD 83



LOCUS MAP
© 2013 ESRI WORLD STREET MAPS
NOT TO SCALE

NOTES:

1. PROPERTY KNOWN AS LOT 3 AS SHOWN ON THE CITY OF MILTON, NORFOLK COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP No. K.

2. AREA = 174,285 SQUARE FEET OR 4.001 ACRES.

3. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE AS-BUILT PLANS AND UTILITY MARK-OUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. CONTROL POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.

   THE SOURCE OF UNDERGROUND UTILITIES ARE SHOWN UTILIZING A QUALITY LEVEL SYSTEM:

   QUALITY LEVEL D - UTILITIES SHOWN BASED UPON REFERENCE MAPPING OR ORAL HISTORY. NOT FIELD VERIFIED.

   QUALITY LEVEL C - LOCATION OF UTILITY SURFACE FEATURES SUPPLEMENTS REFERENCE MAPPING. INCLUDES MARK-OUT BY OTHERS.

   QUALITY LEVEL B - UTILITY LOCATION DATA IS COLLECTED THROUGH GEOPHYSICAL SENSING TECHNOLOGY TO SUPPLEMENT SURFACE FEATURES AND OR REFERENCE MAPPING. INCLUDES MARK-OUT BY CONTROL POINT ASSOCIATES, INC.

   QUALITY LEVEL A - HORIZONTAL AND VERTICAL LOCATION OF UTILITIES ARE OBTAINED USING VACUUM EQUIPMENT EXCAVATION OR OTHER METHODS TO EXPOSE THE UTILITY. LOCATION SHOWN AT SINGLE POINT WHERE EXCAVATION OCCURRED UNLESS UTILITY WAS LOCATED PRIOR TO FILLING.

   ALL FOUR TYPES MAY NOT BE PRESENT ON THIS SURVEY.

4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT, A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC., AND OTHER REFERENCE MATERIAL AS LISTED HEREON.

5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN. IT IS STRONGLY RECOMMENDED THAT A COMPLETE TITLE SEARCH BE PROVIDED TO THE SURVEYOR FOR REVIEW PRIOR TO THE PLACEMENT OF OR ALTERATION TO IMPROVEMENTS ON THE PROPERTY.

6. EXISTING FIRM: BY GRAPHIC PLOTTING ONLY PROPERTY IS LOCATED IN FLOOD HAZARD ZONE X-UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER REF. #2.

7. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS UTILIZING THE KEYSTONE VRS NETWORK (KEYNETGPS).
   TEMPORARY BENCH MARKS SET:

   TBM-A: SPIKE SET IN UTILITY POLE #11. ELEVATION = 127.89'

   TBM-B: SPIKE SET IN UTILITY POLE #12-3. ELEVATION = 138.01'

   PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS SKETCH HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED. ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.

9. THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.

10. THE WETLAND DELINEATION LINE WAS PLACED IN THE FIELD BY LUCAS ENVIRONMENTAL, LLC ON JUNE 22 & 23, 2022, AND FIELD LOCATED BY CONTROL POINT ASSOCIATES, INC. ON JUNE 27, 2022.

REFERENCES:

1. THE TAX ASSESSOR'S MAP OF MILTON, NORFOLK COUNTY, MAP K.

2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, NORFOLK COUNTY, MASSACHUSETTS (ALL JURISDICTIONS) PANEL 202 OF 241," MAP NUMBER 25021C0202E, MAP EFFECTIVE DATE: JULY 17, 2012.

3. MAP ENTITLED "EASEMENT PLAN OF LAND, MILTON WOODS, IN MILTON, MA. PREPARED FOR: PULTE HOMES OF NEW ENGLAND, LLC," PREPARED BY MARCHIONDA & ASSOCIATES, L.P., DATED JANUARY 24, 2019. TWO SHEETS. RECORDED WITH THE NORFOLK COUNTY REGISTRY OF DEEDS AS PLAN BOOK 680 , PLANS 15 & 16.

4. MAP ENTITLED "EXISTING CONDITIONS, DEFINITIVE SUBDIVISION PLAN, MILTON WOODS, IN MILTON, MA, PREPARED FOR: PULTE HOMES OF NEW ENGLAND, LLC," PREPARED BY MARCHIONDA & ASSOCIATES, L.P., DATED NOVEMBER 9, 2016. LAST REVISED OCTOBER 18, 2017. SHEET 3 OF 23. RECORDED WITH THE NORFOLK COUNTY REGISTRY OF DEEDS AS PLAN BOOK 666, PLAN 73.

5. MAP ENTITLED "UTILITY PLAN, DEFINITIVE SUBDIVISION PLAN, MILTON WOODS, IN MILTON, MA, PREPARED FOR: PULTE HOMES OF NEW ENGLAND, LLC," PREPARED BY MARCHIONDA & ASSOCIATES, L.P., DATED NOVEMBER 9, 2016. LAST REVISED OCTOBER 18, 2017. SHEET 14 OF 23. RECORDED WITH THE NORFOLK COUNTY REGISTRY OF DEEDS AS PLAN BOOK 666, PLAN 84.

6. UNDERGROUND ELECTRIC FACILITY MAPPING PROVIDED BY EVERSOURCE ELECTRIC.

7. MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, PULTE HOMES, 175 GOVERNOR STOUGHTON LANE, LOT 2, BLOCK 6, SECTION K, TOWN OF MILTON, NORFOLK COUNTY, COMMONWEALTH OF MASSACHUSETTS," PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED APRIL 28, 2014. LAST REVISED JANUARY 16, 2015. FOUR SHEETS.

CONTROL POINT ASSOCIATES, INC. ALL RIGHTS RESERVED
THE CONTENTS OF THIS PLAN ARE COPYRIGHTED AND ARE THE PROPERTY OF CONTROL POINT ASSOCIATES, INC. AND ARE NOT TO BE USED ON ANY OTHER PROJECT OR FOR THE PURPOSE ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED.

THE COMMONWEALTH OF MASSACHUSETTS REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH.
1-(888)-344-7233
STOP - CALL BEFORE YOU DIG!

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS
GERRY L. HOLDRIGHT
NO. 49211
REGISTERED PROFESSIONAL LAND SURVEYOR

6-30-2022
DATE

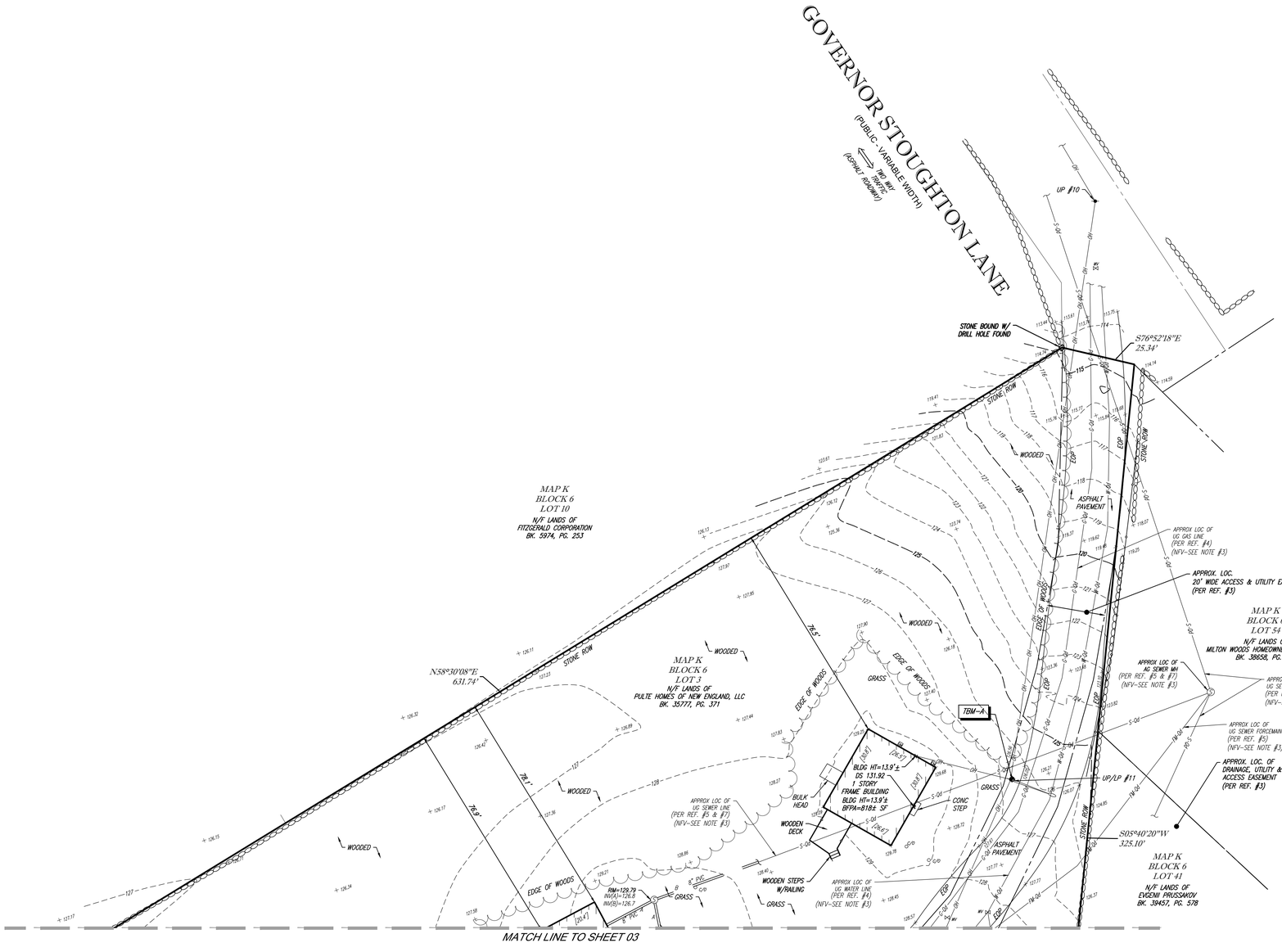
GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE	6-27-2022
FIELD BOOK NO.	22-09 MA
FIELD BOOK PG.	37-40
FIELD CREW	B.S.B.
DRAWN:	R.A.
REVIEWED:	R.J.K.

BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY
165 GOVERNOR STOUGHTON LANE
MAP K, BLOCK 6, LOT 3
TOWN OF MILTON
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX
ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-9800
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411
MT LAUREL, NJ 609-857-2099
WARREN, NJ 908-668-0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	6-30-2022	1"=50'	03-220121-00	1 OF 4



MASSACHUSETTS STATE PLANE COORDINATE SYSTEM - NAD 83

LEGEND

124 / 125	EXISTING CONTOUR
× 123.45	EXISTING SPOT ELEVATION
× FF 123.45	EXISTING FINISHED FLOOR ELEVATION
	HYDRANT
	WATER VALVE
OH	OVERHEAD WIRES
S	APPROX. LOC. UNDERGROUND SANITARY / SEWER LINE
W	APPROX. LOC. UNDERGROUND WATER LINE
FM	APPROX. LOC. UNDERGROUND SEWER FORCEMAIN
-Ud	SUBSURFACE UTILITY QUALITY LEVEL D
UP	UTILITY POLE
UPLP	UTILITY POLE/LIGHT POLE
GW	GUY WIRE
C/O	CLEAN OUT
HT	HEIGHT
BLDG	BUILDING
SBDH	STONE BOUND w/DRILL HOLE
EL	ELEVATION
UG	UNDER GROUND
CLF	CHAIN LINK FENCE
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
LSA	LANDSCAPED AREA
S SMH	SANITARY/SEWER MANHOLE
TREE & TRUNK SIZE	
1.0'	OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
INV	INVERT ELEVATION
GRT	GRATE ELEVATION
NVP	NO VISIBLE PIPES
FWD	FILLED WITH DIRT
PVC	POLYVINYL CHLORIDE PIPE
	DELINEATION FLAG

GRAPHIC SCALE

20 0 10 20 10 120

(IN FEET)
1 inch = 20 ft.

CONTROL POINT ASSOCIATES, INC. - ALL RIGHTS RESERVED
THE COPYRIGHT INDICATED ABOVE APPEARS ON ALL ORIGINAL PROJECT OR
CONSTRUCTION DRAWINGS AND IS FOR THE PROTECTION OF THE ORIGINAL PROJECT OR
THE PURPOSE ORIGINALLY INTENDED. WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS · GERRY L. HOLDRIGHT · NO. 49211 · REGISTERED PROFESSIONAL LAND SURVEYOR

6-30-2022
DATE

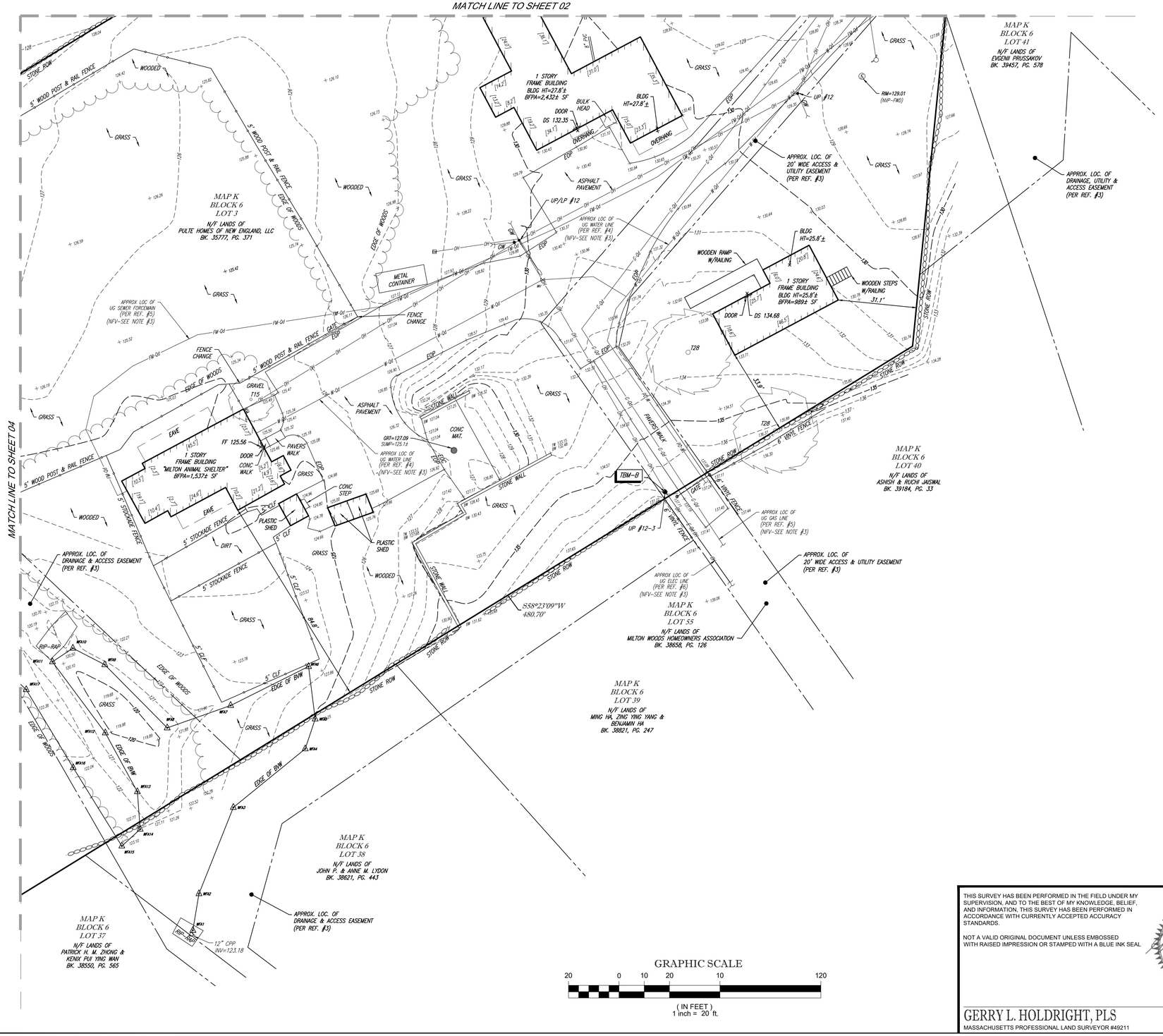
GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE	6-27-2022
FIELD BOOK NO.	22-09 MA
FIELD BOOK PG.	37-40
FIELD CREW	B.S.B.
DRAWN:	R.A.
REVIEWED:	R.J.K.

BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY
165 GOVERNOR STOUGHTON LANE
MAP K, BLOCK 6, LOT 3
TOWN OF MILTON
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX
ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-9800
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411
MT LAUREL, NJ 609-857-2099
WARREN, NJ 908-668-0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	6-30-2022	1"=20'	03-220121-00	2 OF 4



MASSACHUSETTS STATE PLANE COORDINATE SYSTEM - NAD 83

LEGEND

124 / 125	EXISTING CONTOUR
× 123.45	EXISTING SPOT ELEVATION
× FF 123.45	EXISTING FINISHED FLOOR ELEVATION
	HYDRANT
WV	WATER VALVE
OH	OVERHEAD WIRES
S	APPROX. LOC. UNDERGROUND SANITARY / SEWER LINE
W	APPROX. LOC. UNDERGROUND WATER LINE
FM	APPROX. LOC. UNDERGROUND SEWER FORCEMAIN
QL	SUBSURFACE UTILITY QUALITY LEVEL D
UP	UTILITY POLE
UPLP	UTILITY POLE/LIGHT POLE
GW	GUY WIRE
C/O	CLEAN OUT
HT	HEIGHT
BLDG	BUILDING
SBDH	STONE BOUND w/DRILL HOLE
EL	ELEVATION
UG	UNDER GROUND
CLF	CHAIN LINK FENCE
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
LSA	LANDSCAPED AREA
SMH	SANITARY/SEWER MANHOLE
TF	TREE & TRUNK SIZE
1.0'	OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
INV	INVERT ELEVATION
GRT	GRATE ELEVATION
NVP	NO VISIBLE PIPES
FWD	FILLED WITH DIRT
PVC	POLYVINYL CHLORIDE PIPE
	DELINEATION FLAG

CONTROL POINT ASSOCIATES, INC. - ALL RIGHTS RESERVED
THIS ORIGINAL PROJECT OR SURVEY AND THE INFORMATION SHOWN HEREON IS THE ORIGINAL PROJECT OR SURVEY PREPARED BY CONTROL POINT ASSOCIATES, INC. AND IS INTENDED FOR THE PURPOSE ORIGINALLY INTENDED. REPRODUCTION OR USE OF THIS PROJECT OR SURVEY WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS
GERRY L. HOLDRIGHT
NO. 49211
REGISTERED PROFESSIONAL LAND SURVEYOR

6-30-2022
DATE

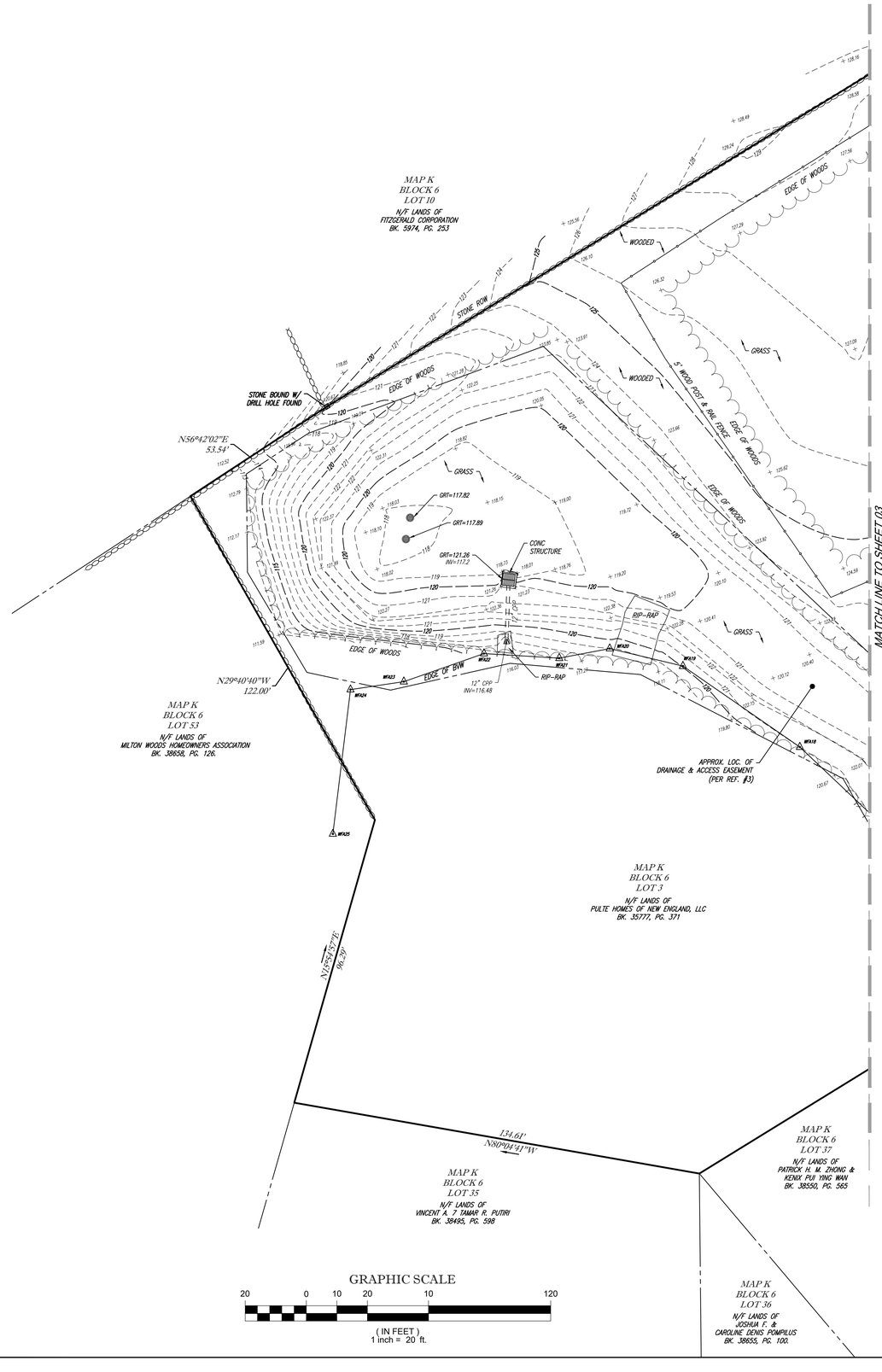
GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

FIELD DATE	6-27-2022
FIELD BOOK NO.	22-09 MA
FIELD BOOK PG.	37-40
FIELD CREW	B.S.B.
DRAWN:	R.A.
REVIEWED:	R.J.K.

BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY
165 GOVERNOR STOUGHTON LANE
MAP K, BLOCK 6, LOT 3
TOWN OF MILTON
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX
ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-9800
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411
MT LAUREL, NJ 609-857-2099
WARREN, NJ 908-668-0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	6-30-2022	1"=20'	03-220121-00	3 OF 4



MASSACHUSETTS STATE PLANE COORDINATE SYSTEM - NAD 83

LEGEND

124	EXISTING CONTOUR
125	EXISTING CONTOUR
× 123.45	EXISTING SPOT ELEVATION
× FF 123.45	EXISTING FINISHED FLOOR ELEVATION
HY	HYDRANT
WV	WATER VALVE
OH	OVERHEAD WIRES
S	APPROX. LOC. UNDERGROUND SANITARY / SEWER LINE
W	APPROX. LOC. UNDERGROUND WATER LINE
FM	APPROX. LOC. UNDERGROUND SEWER FORCEMAIN
QL	SUBSURFACE UTILITY QUALITY LEVEL D
UP	UTILITY POLE
UPLP	UTILITY POLE/LIGHT POLE
GW	GUY WIRE
C/O	CLEAN OUT
HT	HEIGHT
BLDG	BUILDING
SBDH	STONE BOUND w/DRILL HOLE
EL	ELEVATION
UG	UNDER GROUND
CLF	CHAIN LINK FENCE
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
LSA	LANDSCAPED AREA
SMH	SANITARY/SEWER MANHOLE
	TREE & TRUNK SIZE
1.0'	OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
INV	INVERT ELEVATION
GRT	GRATE ELEVATION
NVP	NO VISIBLE PIPES
FWD	FILLED WITH DIRT
PVC	POLYVINYL CHLORIDE PIPE
	DELINEATION FLAG

CONTROL POINT ASSOCIATES, INC. - ALL RIGHTS RESERVED
THIS PLAN AND DESIGN IS THE PROPERTY OF CONTROL POINT ASSOCIATES, INC. AND THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

COMMONWEALTH OF MASSACHUSETTS
GERRY L. HOLDRIGHT
NO. 49211
REGISTERED PROFESSIONAL LAND SURVEYOR

6-30-2022
DATE

GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

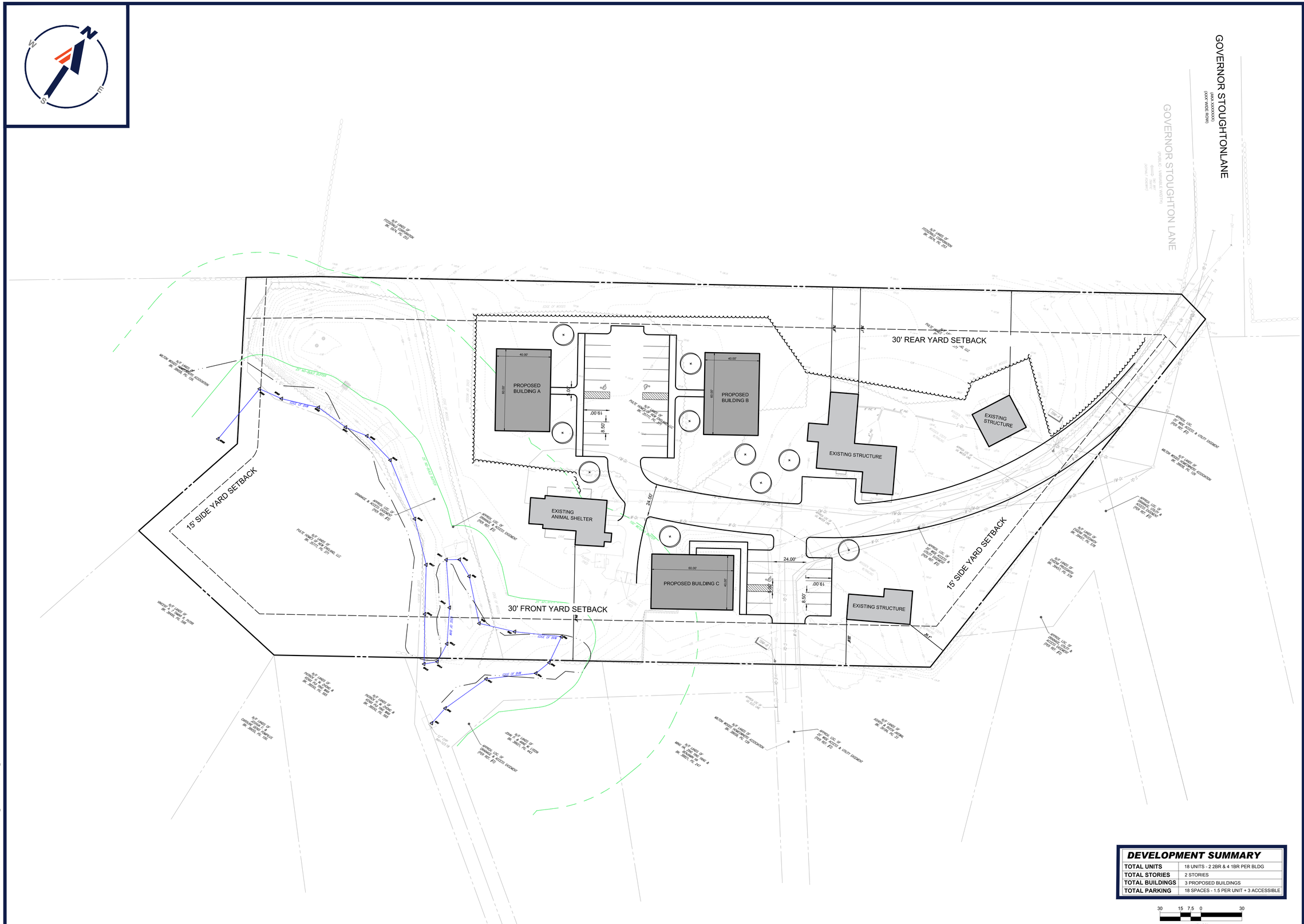
FIELD DATE	6-27-2022
FIELD BOOK NO.	22-09 MA
FIELD BOOK PG.	37-40
FIELD CREW	B.S.B.
DRAWN:	R.A.
REVIEWED:	R.J.K.

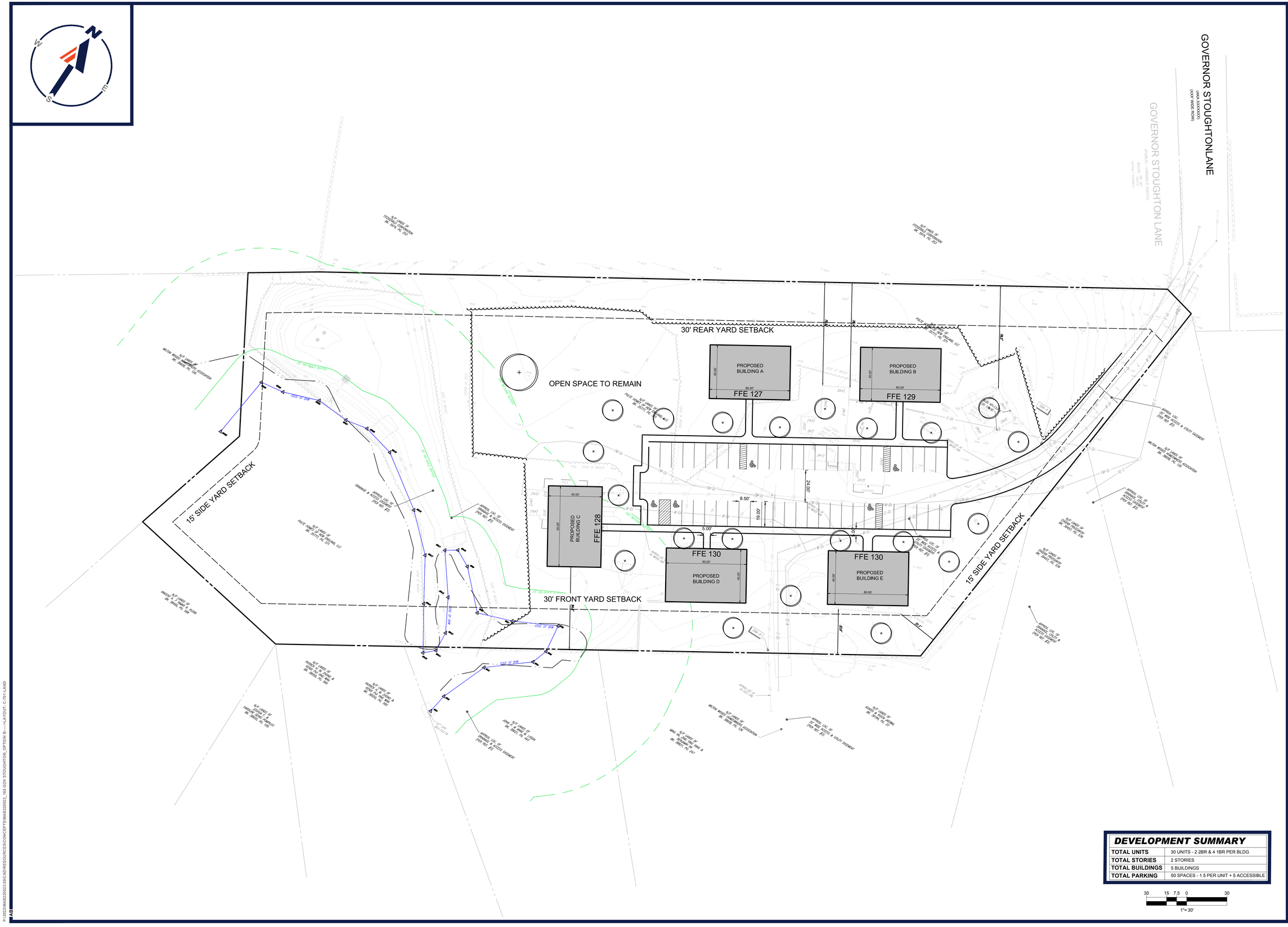
BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY
165 GOVERNOR STOUGHTON LANE
MAP K, BLOCK 6, LOT 3
TOWN OF MILTON
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 - 508.948.3003 FAX
ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-9800
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411
MT LAUREL, NJ 609-857-2099
WARREN, NJ 908-668-0099

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
G.L.H.	6-30-2022	1"=20'	03-220121-00	4 OF 4

Attachment G


GOVERNOR STOUGHTON LANE
(MAX VARIABLE WIDTH)
(PUBLIC - VARIABLE WIDTH)
GOVERNOR STOUGHTON LANE
30' REAR YARD SETBACK
30' FRONT YARD SETBACK
15' SIDE YARD SETBACK
15' SIDE YARD SETBACK
PROPOSED BUILDING A
PROPOSED BUILDING B
PROPOSED BUILDING C
EXISTING STRUCTURE
EXISTING STRUCTURE
EXISTING ANIMAL SHELTER
EXISTING STRUCTURE
N/F LAND OF PULTE HOMES OF NE, LLC BK. 30677 PG. 297
N/F LAND OF MILTON WOOD LANDING ASSOCIATION BK. 30606, PG. 126
N/F LAND OF JOHN J. & ANN E. WYDA BK. 30677, PG. 412
N/F LAND OF MARC W. & ANNE M. PAGE BK. 30677, PG. 414
N/F LAND OF KENNETH J. & KELLEY A. HEALY BK. 30414, PG. 313
N/F LAND OF CHARLES A. & ANNE M. PAGE BK. 30677, PG. 403
N/F LAND OF PAUL A. & ANNE M. PAGE BK. 30677, PG. 405
N/F LAND OF CHARLES A. & ANNE M. PAGE BK. 30677, PG. 407
N/F LAND OF CHARLES A. & ANNE M. PAGE BK. 30677, PG. 409
N/F LAND OF CHARLES A. & ANNE M. PAGE BK. 30677, PG. 411
N/F LAND OF GREGORY A. & VICTORIA A. PAGE BK. 30677, PG. 413
N/F LAND OF MILTON WOOD LANDING ASSOCIATION BK. 30606, PG. 126
N/F LAND OF MILTON WOOD LANDING ASSOCIATION BK. 30606, PG. 126
N/F LAND OF PULTE HOMES OF NE, LLC BK. 30677 PG. 297
N/F LAND OF GREGORY A. & VICTORIA A. PAGE BK. 30677, PG. 399
N/F LAND OF GREGORY A. & VICTORIA A. PAGE BK. 30677, PG. 401
N/F LAND OF GREGORY A. & VICTORIA A. PAGE BK. 30677, PG. 401
N/F LAND OF GREGORY A. & VICTORIA A. PAGE BK. 30677, PG. 401
N/F LAND OF GREGORY A. & VICTORIA A. PAGE BK. 30677, PG. 401
APPROX. LOC. OF DRAINAGE & ACCESS EASEMENT (PER REF. #1)


GOVERNOR STOUGHTON LANE
(MAX XXXXXXXX)
(XXX WIDE (XXX))
GOVERNOR STOUGHTON LANE
(PUBLIC - VARIABLE WIDTH)
(XXX' WIDE)
(XXX' WIDE)
(XXX' WIDE)
30' REAR YARD SETBACK
15' SIDE YARD SETBACK
30' FRONT YARD SETBACK
15' SIDE YARD SETBACK
OPEN SPACE TO REMAIN
PROPOSED BUILDING A
FFE 127
PROPOSED BUILDING B
FFE 129
PROPOSED BUILDING C
FFE 128
PROPOSED BUILDING D
FFE 130
PROPOSED BUILDING E
FFE 130
40.00'
60.00'
24.00'
8.50'
19.00'
5.00'
24.0'
24.0'
24.0

Attachment H

GOVERNOR STOUGHTON TRUST
LEASE OF THE TOWN FARM

PRICE PROPOSAL

A. The undersigned submits the following price Proposal:

Annual Lease Payment $_____

Total Lease Period: $_____

C. The undersigned certifies that he or she is familiar with the property and its condition and has thoroughly reviewed the Request for Proposals.

D. The undersigned certifies under the penalties of perjury that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certified, the word "person" shall mean any natural person, business, partnership, corporation, club, or other organization, entity, or group of individuals.

_____
Signature

PRINTED NAME: _____

PRINTED TITLE: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

The Governor Stoughton Trust reserves the right to reject all Proposals submitted, should it be deemed by the Trust to be in its best interests.

Attachment I

Bk 35777 Pg376 #9202
02-01-2018 @ 02:21p

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA
CERTIFY
WILLIAM P O'DONNELL REGISTER

SEE PLAN FILED IN
PLAN BOOK 666 PAGE 99-100

(Space Above for Recorder's Use)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the 1st day of February, 2018 by and between Town of Milton, Massachusetts, by its Board of Selectmen, acting as Trustees under the Will of William Stoughton ("Seller"), and PULTE HOMES OF NEW ENGLAND, LLC, a Michigan limited liability company, authorized to do business in Massachusetts with a business address of 115 Flanders Road, Westborough, Massachusetts ("Buyer") with respect to the following:

WITNESSETH:

WHEREAS, concurrently with the execution of this Easement, Buyer is purchasing from Seller certain real property located in Norfolk County (the "County"), Massachusetts, consisting of 29.69± acres of land at the end of Governor Stoughton Lane, Milton, Massachusetts as more particularly described in a deed recorded at the Norfolk County Registry of Deeds in Book 35777 Page 371 (the "Buyer's Property"), more particularly described on Exhibit A attached hereto; and

WHEREAS, Seller is the fee simple owner of certain real property located in Norfolk County (the "County"), Massachusetts, known as Lot A, consisting of approximately four (4) acres of land at the end of Governor Stoughton Lane, Milton, Massachusetts as shown on the Easement Plan referenced below. Buyer's and Seller's Property are contiguous; and

WHEREAS, in preparation for the aforesaid purchase, Seller and Buyer have caused the preparation of a Plan entitled "Easement Plan of Land, Milton Woods in Milton, MA prepared by Marchionda & Associates, L.P., Engineering and Planning Consultants, 62 Montvale Avenue, Suite I, Stoneham, MA 02180, dated December 14, 2017, recorded herewith and attached hereto as Exhibit B and by this reference made a part hereof (the "Easement Plan"), which Easement Plan shows certain easement areas on Seller's Property which are to be the subject of easements in favor of Buyer, and certain easement areas on Buyer's Property which are to be the subject of easements in favor of Seller; and

WHEREAS, it is desirable in the development of the Property to provide for certain reciprocal rights, obligations, and easements affecting the Buyer's Property and Seller's Property as set forth in this Agreement.

NOT OFFICIAL COPY NOT OFFICIAL COPY

NOW, THEREFORE, in consideration of the premises and the mutual covenants existing or hereafter to exist between the Buyer and Seller (Buyer and Seller sometimes being referred to herein as an "Owner" or the "Owners"), each of Buyer and Seller and their successors and assigns, hereby imposes and places the following rights, obligations and easements upon the Buyer's Property and the Seller's Property, respectively as more particularly set forth herein:

1. Easements over Seller's Property in Favor of Buyer.

Seller hereby conveys to Buyer, its successors, heirs and assigns, the following perpetual easements, appurtenant to Buyer's property ("Buyer's Easements"):

(a) The non-exclusive easements, rights-of-way and rights and privileges of use, access, ingress and egress for the benefit of Buyer and in conjunction with the same rights and privileges of the Seller, to, from, under, upon, and passage through and across the property of the Commonwealth of Massachusetts within an easement area shown as "Proposed Drainage, Utility, Access and Landscape Easement 33,014± SF, .076± AC." on the Easement Plan, for purposes of access and construction access to and from Buyer's Property as well as the right to construct, reconstruct, lay, install, operate, maintain, repair, replace, improve, remove, restore and inspect from time to time utilities and utility equipment (including, without limitation, water, sewer, drainage, cable, gas, electric and telephone). Said easement rights which Buyer shall share with Seller are those set forth in the DCR Construction/Access Permit, Permit # 25811 from the Department of Conservation and Recreation to the Town of Milton dated October 19, 2017 (the "DCR Permit") a copy of which is attached hereto as Exhibit C. Said Easement runs from Unquity Road to the boundary of Buyer's land. Said Easement is intended to go to the edge of the Unquity Road traveled way. Such use, access, ingress and egress to be in accordance with the rights and obligations set forth in this Agreement and the DCR Permit, but which use, access, ingress and egress under this Agreement and the DCR Permit are to be temporary in nature.

(b) The non-exclusive easements, rights-of-way and rights and privileges of use, access, ingress and egress for the benefit of Buyer, over, above, across and through the Seller's Property in order to access, construct, reconstruct, lay, install, operate, maintain, repair, replace, improve, remove, restore and inspect from time to time storm water utility equipment, shown as "Proposed Drainage & Access Easement 20,481± SF, 0.47 ±AC" on the Easement Plan. Such use, access, ingress and egress to be in accordance with the rights and obligations set forth in this Agreement, but which use, access, ingress and egress are to be permanent, unless earlier terminated in accordance herewith.

(c) The non-exclusive easements, rights-of-way and rights and privileges of use, access, ingress and egress for the benefit of Buyer, to, from, under, upon, and passage through and across the Seller's Property along that certain easement shown as

"Proposed Access & Utility Easement- 20' 9,126± SF, 0.21± AC" on the Easement Plan for purposes of access and construction access to and from Buyer's Property as well as the right to construct, reconstruct, lay, install, operate, maintain, repair, replace, improve, remove, restore and inspect from time to time utilities and utility equipment (including, without limitation, water, sewer, drainage, cable, gas, electric and telephone). Said Easement runs from Governor Stoughton Lane to the boundary of Buyer's land. Such use, access, ingress and egress to be in accordance with the rights and obligations set forth in this Agreement, but which use, access, ingress and egress are to be permanent in nature, unless earlier terminated in accordance herewith.

(d) The non-exclusive easements, rights-of-way and rights and privileges of use, access, ingress and egress for the benefit of Buyer, over, above, across and through the Seller's Property in order to maintain a temporary construction easement, shown as "Proposed Temporary Construction Easement 4,385± SF, 0.10 ±AC" on the Easement Plan. Such use, access, ingress and egress to be in accordance with the rights and obligations set forth in this Agreement, but which use, access, ingress and egress are to be temporary in nature. Said Easement is needed in order to relocate the existing Pest House from its current location on Buyer's Property to within this Easement on Seller's property and includes for the benefit of Buyer the right also to grade and regrade and to construct, reconstruct, lay, install, operate, maintain, repair, replace, improve, remove, restore and inspect from time to time utilities and utility equipment (including, without limitation, water, sewer, drainage, cable, gas, electric and telephone).

(e) Indemnification. To the extent allowed by law, the Buyer shall indemnify the Seller against all injuries, losses, liabilities, damages and other expenses, including without limitation reasonable attorneys' fees, costs and expenses which may be imposed upon, incurred by or asserted against Seller by reason of any of the following occurring during the Perpetual Easement:

i. any negligence or willful misconduct on the part of the Buyer or its agents, contractors, subcontractors, servants, employees, independent contractors, licensees or invitees; and/or

ii. any failure on the part of the Buyer to perform or comply with any covenant, terms and/or conditions required to be performed or complied with by the Buyer under this instrument.

2. Easements over Buyer's Property in Favor of Seller.

Seller has reserved for itself, its successors, heirs and assigns, the following perpetual easements, appurtenant to Seller's property ("Seller's Easements"):

(a) The non-exclusive easements, rights-of-way and rights and privileges of use, access, ingress and egress for the benefit of Seller, over, above, across the existing easement area on the Buyer's property shown as "Existing 20' Wide Sewer Easement" on the Easement Plan in order to access, construct, reconstruct, lay, install, operate,

maintain, repair, replace, improve, remove, restore and inspect from time to time water and sewer equipment within the "Existing 20' Wide Sewer Easement" as shown. Said Easement runs from Unquity Road across the southern portion of Buyer's land. Such use, access, ingress and egress to be in accordance with the rights and obligations set forth in this Agreement, but which use, access, ingress and egress are to be permanent, unless earlier terminated in accordance herewith.

(b) The exclusive temporary easement, right-of-way and rights and privileges of use, access, ingress and egress for the benefit of Seller, over, above, across the existing easement area on the Buyer's property shown as "Open Space 3 Prop. Access & Utility Easement 3,206± SF, 0.07 AC" (referred to hereinafter as "Open Space 3") on the Easement Plan in order to access and inspect from time to time said Open Space 3 and the Buyer's Property in accordance with the terms of Section 37 of the Special Permit from the Town of Milton dated April 13, 2017. Such use, access, ingress and egress to be in accordance with the rights and obligations set forth in this Agreement, but which use, access, ingress and egress are to be temporary in nature and limited to Seller's agents and employees, until such time as the Seller takes title to Open Space 3, unless earlier terminated in accordance herewith. There shall be no public access to Open Space 3 and the Buyer's Property until such time as the Seller takes title to Open Space 3.

(c) Indemnification. To the extent allowed by law, the Seller shall indemnify the Buyer against all injuries, losses, liabilities, damages and other expenses, including without limitation reasonable attorneys' fees, costs and expenses which may be imposed upon, incurred by or asserted against Buyer by reason of any of the following occurring during the Perpetual Easement:

i. any negligence or willful misconduct on the part of the Seller or its agents, contractors, subcontractors, servants, employees, independent contractors, licensees or invitees; and/or

ii. any failure on the part of the Seller to perform or comply with any covenant, terms and/or conditions required to be performed or complied with by the Seller under this instrument.

3. Non-Interference; Relocation.

Buyer's Easements and Seller's Easements are sometimes referred to herein as the "Easements." Subject to the terms and conditions hereof, no Owner shall erect a barrier, fence or other obstruction so as to impede or interfere in any way with the Easements. With the prior written approval of the other Owner, each Owner shall have the right at any time, and at its sole cost and expense, to relocate elsewhere within its Owner's Property any such Easement benefiting another Owner's Property, provided that such relocation shall be performed only after thirty (30) days' notice of such intention to so relocate shall be given to each party which is benefiting by such Easement, and provided such relocation:

(a) Shall minimize to the extent reasonably practicable any interruption of the use of such Easement and shall not materially diminish, or otherwise materially interfere with, or materially increase the cost of, the utility services or access to the parties served by such Easement; COPY

(b) Shall not materially reduce or impair the usefulness or function of such Easement;

(c) Shall not unreasonably interfere with the use of the Owner's Property of any other Owner, or with the conduct or operation of improvements thereon;

(d) Shall be performed without cost or expense to the parties benefited by such Easement, including all costs of obtaining permits and approvals necessary to allow such relocation to proceed in accordance with applicable law;

(e) Shall be completed in a good and workmanlike manner using materials and design standards which equal or exceed those originally used;

(f) Shall be performed in compliance with all applicable governmental laws, regulations and requirements; and

(g) Shall be documented to the reasonable satisfaction of the Owner benefited by the Easement at the expense of the Owner undertaking such relocation and shall be accomplished as soon as possible.

4. Perpetuity of Agreement.

Except if stated above to be temporary, the terms, covenants, obligations and agreements set forth herein shall be binding upon and inure to the benefit of the Owners of the Buyer's Property and the Seller's Property, respectively, and their respective heirs, successors and assigns, and shall be perpetual and construed to run with the Buyer's Property and the Seller's Property.

5. Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including use of personal couriers, such as FedEx), or sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile transmission and shall be deemed received upon the earlier of (i) if personally delivered or if delivered by facsimile transmission, the date of delivery to the address of the person to receive such notice as evidenced by the records of the personal delivery service or the facsimile transmission record, or (ii) if mailed, three (3) business days after the date of posting by the United States post office. Electronic mail addresses set forth below are for convenience only, and not for notices required or permitted by this Agreement.

To Buyer:

PULTE HOMES OF NEW ENGLAND LLC
Attention: James R. McCabe
115 Flanders Road
Westborough, MA 01581

NOT AN OFFICIAL COPY

Telephone: (508) 870-9999
Facsimile: (508) 870-0408
Email: JimMcCabe@Pulte.com

COPY

To Buyer's Attorney:

JOHNSON & BORENSTEIN, LLC
12 Chestnut Street
Andover, MA 01810
Attention: Mark Johnson, Esquire
Telephone: (978) 475-4488
Facsimile: (978) 475-6703
Email: mark@jbllclaw.com

To Seller:

TOWN OF MILTON, BOARD OF SELECTMEN ACTING AS TRUSTEES UNDER THE WILL OF WILLIAM STOUGHTON
ATTN: Michael D. Dennehy
Milton Town Administrator
Milton Town Office Building
525 Canton Avenue
Milton, MA 02186

With a copy to:

MURPHY, HESSE, TOOMEY & LEHANE, LLP
ATTN: John P. Flynn, Esquire
300 Crown Colony Drive, Suite 410
Quincy, MA 02169
Telephone: (617) 479-5000
Facsimile: (617) 479-6469
Email: jflynn@mhtl.com

Notice of change of address shall be given by written notice in the manner detailed in this Section 7. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

8. Limitation of Liability.

Any person acquiring fee or leasehold title to Buyer's Property or Seller's Property or any portion thereof, shall be bound by this Agreement only as to the portion thereof acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Buyer's Property or Seller's Property or any portion thereof, and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this paragraph, the easements, covenants and obligations in this Agreement shall run with the land and shall continue to be benefits to and servitudes upon the Buyer's Property or Seller's Property or any portion thereof.

9. Amendments. This Agreement may be amended by, and only by, a written agreement which shall be deemed effective only when recorded in the Norfolk County Registry of Deeds. No such amendment (i) shall be binding upon any Owner's Property unless such amendment is executed by the Owner of such Owner's Property, or (ii) shall be binding upon any party holding any mortgage or deed of trust with respect to an Owner's Property until such holder has consented to such amendment. Further, no cancellation or attempted cancellation of this Agreement shall be effective unless the instrument of cancellation is also executed by the Owner of each Owner's Property and by each party holding a mortgage or deed of trust with respect to any Owner's Property. Nothing herein shall prohibit or restrict the Owners of any Owner's Property from entering into separate agreements which, as between such parties only, modify their respective rights and obligations under this Agreement.

10. Non-Waiver.

The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

11. Severability.

All rights provided herein may be exercised only to the extent that the exercise thereof does not violate then applicable law and shall be limited to the extent necessary to render the remaining covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

12. Governing Law. This instrument shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

13. This Agreement represents the entire agreement of the parties with respect to the subject matter herein contained and supersedes all other prior agreements, whether written or oral.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be one and same instrument.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement under seal as of the day and year first written above.

NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY

Seller

Town of Milton, Massachusetts, by its Board of Selectmen, acting as Trustees under the Will of William Stoughton

By: _____
David T. Burnes, Chairman

By: Kathleen M. Conlon
Kathleen M. Conlon, Secretary

By: _____
Richard G. Wells, Jr., Selectman

Commonwealth of Massachusetts

_____, ss.

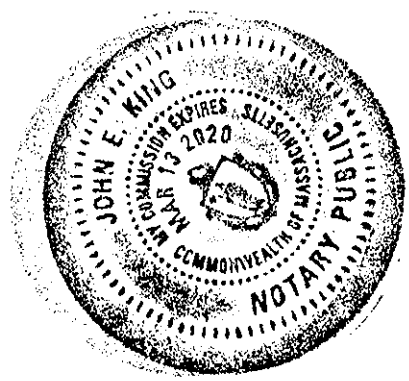
On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared David T. Burnes, Selectman for the Town of Milton, Massachusetts, acting as Trustees under the Will of William Stoughton, proved to me through satisfactory evidence of identification, which was □ photographic identification with signature issued by a federal or state government agency, □ oath or affirmation of a credible witness, □ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and in her/his capacity as aforesaid.

_____
Notary Public
My commission expires:_____

N O T Commonwealth of Massachusetts N O T
A N A N
Norfolk, ss. O F F I C I A L O F F I C I A L
C O P Y C O P Y

On this 31st day of January, 2017, before me, the undersigned notary public, personally appeared Kathleen M. Conlon, Selectman for the Town of Milton, Massachusetts, acting as Trustees under the Will of William Stoughton, proved to me through satisfactory evidence of identification, which was □ photographic identification with signature issued by a federal or state government agency, □ oath or affirmation of a credible witness, □ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and in her/his capacity as aforesaid.

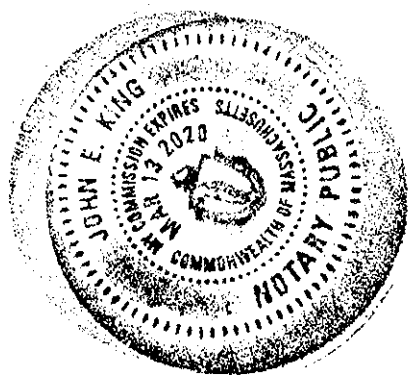
Notary Public
My commission expires: 3/13/20



NOT Commonwealth of Massachusetts NOT
AN AN
Norfolk, ss. OFFICIAL OFFICIAL
COPY COPY

On this 31st day of January, 2017, before me, the undersigned notary public, personally appeared Richard G. Wells, Jr., Selectman for the Town of Milton, Massachusetts, acting as Trustees under the Will of William Stoughton, proved to me through satisfactory evidence of identification, which was □ photographic identification with signature issued by a federal or state government agency, □ oath or affirmation of a credible witness, □ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and in her/his capacity as aforesaid.

Notary Public
My commission expires: 3/13/20



NOT AN OFFICIAL COPY

Buyer

PULTE HOMES OF NEW ENGLAND, LLC,
a Michigan limited liability company

By: _____
Name: James R. McCabe
Title: President, duly authorized

COMMONWEALTH/STATE OF Massachusetts

COUNTY OF Worcester

On this 31st day of January, 2018, before me, the undersigned notary public, personally appeared James R. McCabe, proved to me through satisfactory evidence of identification, which was Personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President for Pulte Homes of New England LLC.

_____
Notary Public

(AFFIX SEAL)

My commission expires:

SUZANNE M. BOURQUE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 12, 2021

NOT AN OFFICIAL DOCUMENT

EXHIBIT A

That certain parcel of land, together with all improvements thereon, if any, situated at or near the end of Governor Stoughton Lane in the Town of Milton, Norfolk County, Commonwealth of Massachusetts, as shown on that plan of land entitled "Definitive Subdivision Plan Milton Woods in Milton, MA," dated November 9, 2016, as revised, prepared for Pulte Homes of New England, LLC, by Marchionda & Associates, L.P., Engineering and Planning Consultants, 62 Montvale Avenue, Suite I, Stoneham, MA 02180, and recorded herewith.

Said premises containing 29.69 acres of land, more or less, according to the Plan.

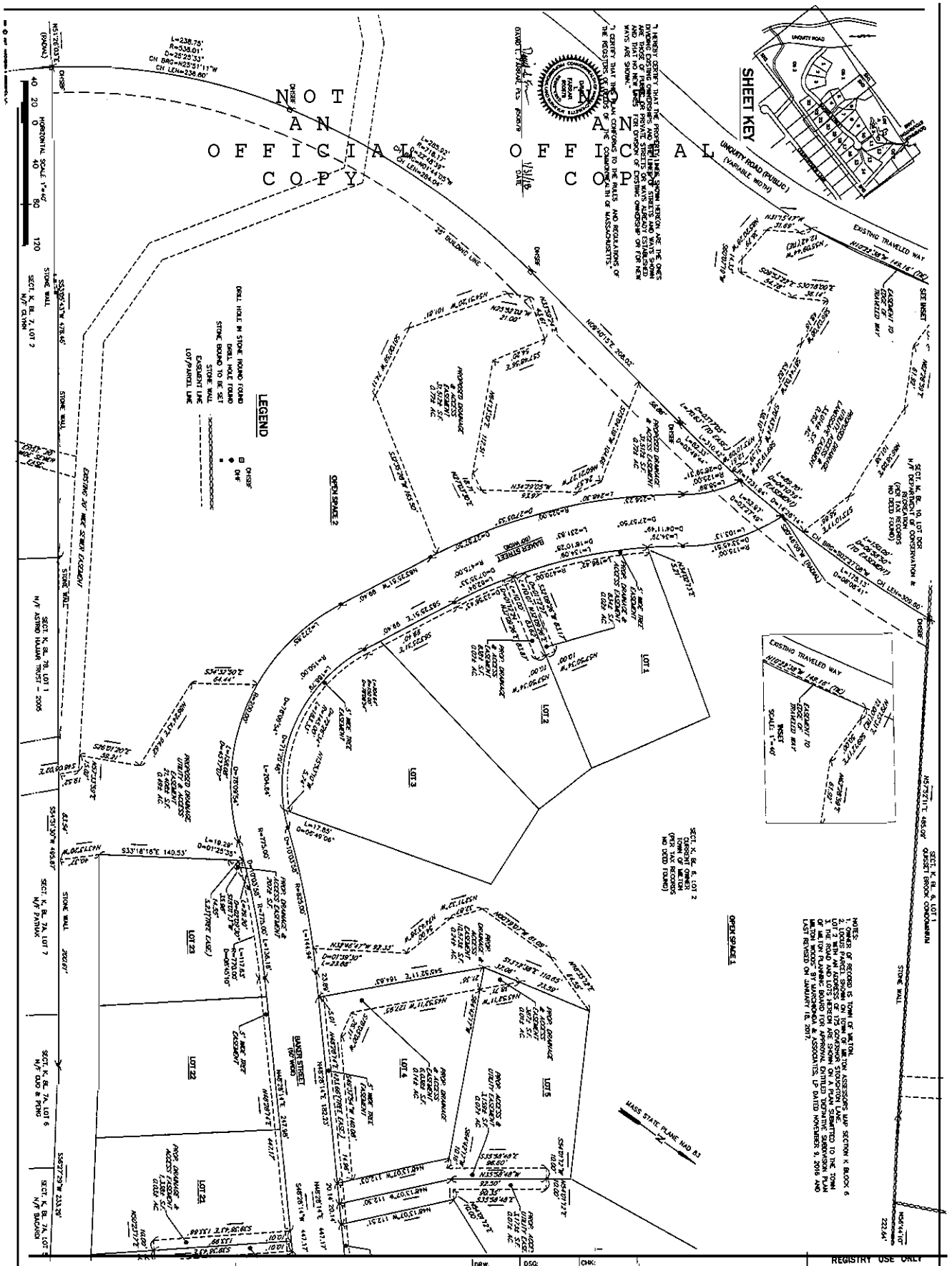
Being a portion of the premises shown on Town of Milton's Assessor's Map as Map K, Block 6, Lot 2.

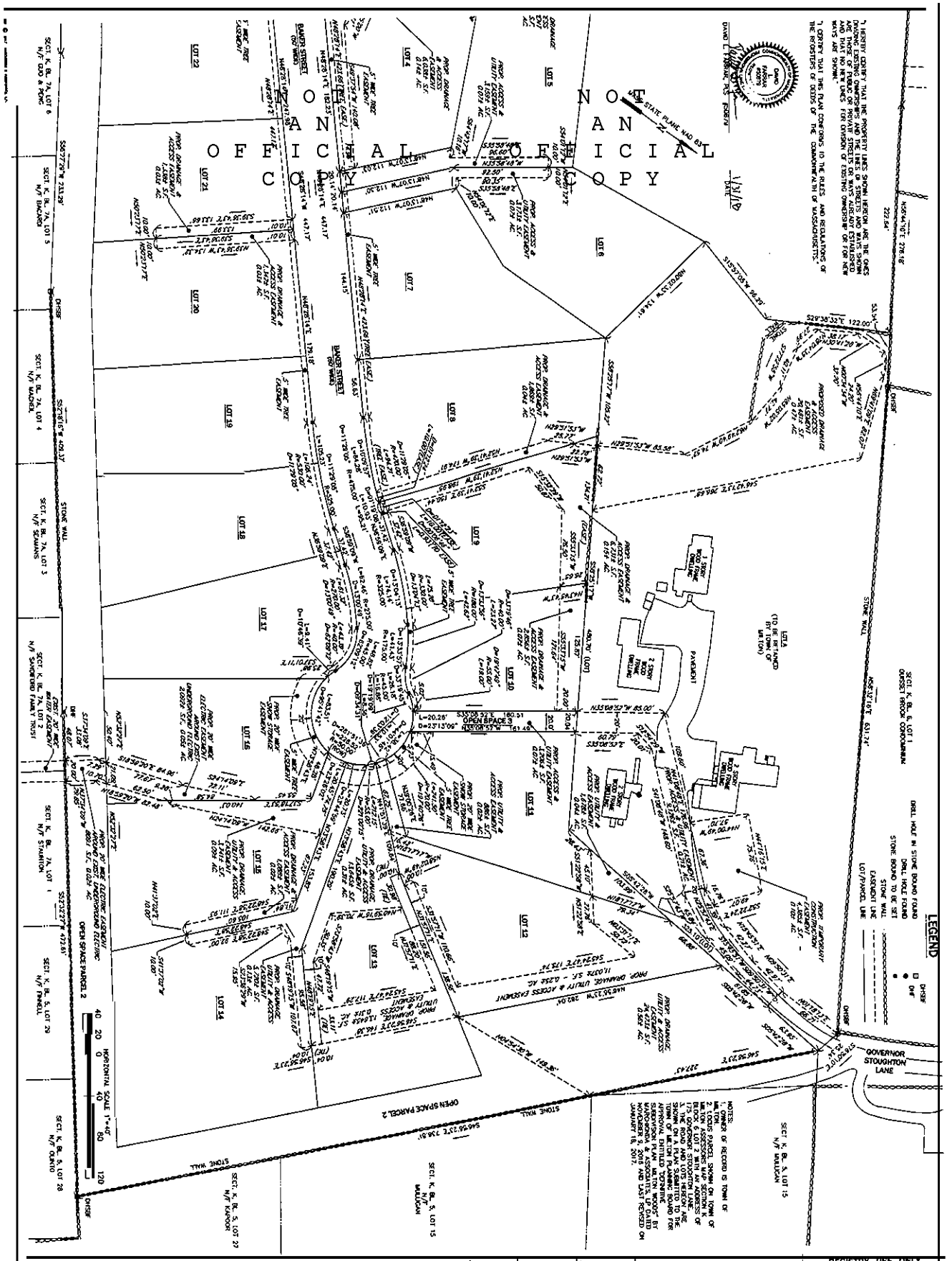
NOT AN OFFICIAL COPY

EXHIBIT B

EASEMENT PLAN

NOT AN OFFICIAL COPY


NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
SHEET KEY
LEGEND
OPEN SPACE 2
OPEN SPACE 1
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 22
LOT 23
LOT 24
BAKER STREET (50' WIDE)
EASEMENT PLAN OF LAND
MILTON WOODS
IN
MILTON, MA
PREPARED FOR
PULTE HOMES OF NEW ENGLAND, LLC
115 FLANDERS ROAD
WESTBORO, MA 01581
Marchionda & Associates, L.P.
Engineering and Planning Consultants
52 Montvale Avenue
Suite I
Stoneham, MA 02180
TEL: (781) 438-6055
FAX: (781) 438-6054
Email: engineering@marchionda.com
Website: www.marchionda.com
DRW.
DSG:
CHK:
REV
DESCRIPTION
DATE
REGISTRY USE ONLY
DATE: DECEMBER 14, 2017
SCALE: 1"=40'
SHEET 1 OF 2


NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
LEGEND
DRILL HOLE IN STONE BOUND FOUND
DRILL HOLE FOUND
STONE BOUND TO BE SET
STONE WALL
EASEMENT LINE
LOT/PARCEL LINE
DHSSF
DHF
GOVERNOR STOUGHTON LANE
OPEN SPACE PARCEL 2
OPEN SPACE 1
LOT A (TO BE RETAINED BY TOWN OF MILTON)
PAVEMENT
STONE WALL
HORIZONTAL SCALE 1"=40'
40 20 0 40 80 120
EASEMENT PLAN OF LAND
MILTON WOODS
IN
MILTON, MA
PREPARED FOR
PULTE HOMES OF NEW ENGLAND, LLC
115 FLANDERS ROAD
WESTBORO, MA 01581
Marchionda & Associates, LP.
Engineering and Planning Consultants
62 Montvale Avenue
Suite 1
Stoneham, MA 02180
TEL: (781) 438-6121
FAX: (781) 438-6154
Email: engineering@marchionda.com
Website: www.marchionda.com
REGISTRY USE ONLY
DRW:
DSG:
CHK:
REV
DESCRIPTION
DATE
DATE: DECEMBER 14, 2011
40'-00
SCALE 1"=40'
SHEET 2 OF 2

NOT AN OFFICIAL COPY

EXHIBIT C

DCR PERMIT

NOT AN OFFICIAL COPY

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston MA 02114-2119
617-626-1250 617-626-1351 Fax
www.mass.gov/dcr

OFFICIAL COPY

Charles D. Baker
Governor
Karyn E. Polito
Lt. Governor

Matthew A. Beaton, Secretary, Executive Office of Energy & Environmental Affairs
Leo Roy, Commissioner
Department of Conservation & Recreation

OFFICIAL COPY

DCR Construction / Access Permit

Boston **Date: 10/19/2017** **Permit #**25811 SG Permit Writer

A Permit is hereby issued to: **Town of Milton**

DCR Contact::

Robert Lowell, Acting Chief Engineer
251 Causeway St., Suite 700
Boston, MA 02114

ISSUED IN ACCORDANCE WITH M.G.L. C.132A§7 AND C.92§33 & ALL OTHER POWERS ENABLING

CONTACT: **Michael Dennehy**
525 Canton Ave
Milton, MA. 02186
Office: 617-898-4845
mdennehy@townofmilton.org

The following purpose: To enter upon DCR property located; Unquity Rd, Milton, for this purpose; Roadway Access to Unquity Rd. This permit is requested by Town of Milton who agrees to perform the work as described in the Special Conditions.

WHEREAS: the Commonwealth of Massachusetts is the owner and or has control of the premises subject to this permit as described in the Special Conditions (hereinafter collectively known as the Premises); in **Milton**, Massachusetts;

WHEREAS: the Permittee requests temporary access to the Premises in order to perform construction work as described in the Special Conditions (hereinafter the Project);

WHEREAS: the Permittee's activities will include approved activities, as described in the Special Conditions, that work will occur during approved hours only; and

WHEREAS: The granting of this Permit shall in no way interfere with the rights of the DCR to exercise its rights in or over the Premises.

NOW, THEREFORE, WITNESSETH, in accordance with Massachusetts General Laws chapter 92, §§33, 37, and chapter 132A §7; and rules and regulations promulgated there under (including Code of Massachusetts Regulations titles 304 and 350), DCR Standard Construction Specifications and Engineering Policy Memorandums and all other powers enabling, the DCR hereby grants to the Permittee and/or its contractors, agents, representatives, or employees the right to perform work on the Premises as described in the Special Conditions subject to the following terms and conditions.

IMPORTANT: SUBSEQUENT TO FULL EXECUTION OF THIS CONSTRUCTION / ACCESS PERMIT BY BOTH PARTIES, THE PERMITTEE MAY ONLY COMMENCE WORK WITH 72 HOURS VERBAL NOTICE TO DCR (617-626-1444)

This permit is issued and accepted upon by the Permittee subject to the terms and conditions herein and defined supra: conducting work under this permit shall constitute acceptance of all terms and conditions herein; shall conform to all provisions of law applicable to the exercise of the rights, the performance of work under the permit and the rules and regulations of the Department of Conservation and Recreation; shall do the work subject to the approval of the **PERMIT SECTION** of the Department of Conservation and Recreation as to the time, manner, location and all other conditions; that the permit may be revoked at any time by the said **PERMIT SECTION**; that the violation of any specification or requirement in this permit shall cause or constitute an immediate revocation thereof; shall protect and maintain all trees, drainage and other structures; shall restore the surface of the ground to a condition satisfactory to the **PERMIT SECTION** and maintain it in such condition against damage caused by the above-mentioned work. The Permittee and its successors and assigns, to the extent allowed by law, **SHALL INDEMNIFY AND HOLD HARMLESS** the DCR and its successors and assigns from all damages and/or claims arising from acts or omissions of the Permittee on the premises or of anyone acting by or through the Permittee. The Permittee's obligation under this paragraph shall include reimbursement for or restoration of all damages to the DCR's property. During the process of the work the Permittee shall place and maintain proper barriers at all times, and from the beginning of twilight through the whole of every night sufficient lights to protect the public from injury or damage.

Permit Information / Special Conditions

A N DCR CONSTRUCTION / ACCESS PERMIT
O F F I C I A L O F F I C I A L
C O P Y C O P Y
CONSTRUCTION PERMIT #25811

Issued to TOWN OF MILTON
Unquity Rd, Milton, MASSACHUSETTS

PERMIT DETAILS

LOCATION DETAILS: Unquity Rd

DESCRIPTION OF WORK: Roadway Access to Unquity Rd

DCR PARKLAND AND/OR ROADWAY IMPACT(S) SUMMARY: TRAFFIC INTERRUPTION ON UNQUITY RD

SPECIAL CONDITIONS / REQUIREMENTS:

(Modifications to sections of the General Conditions are listed below)

A. CONDITION OF PREMISES

All damaged/disturbed DCR property shall be repaired/restored to its previous or better condition.

B. PERMIT TERM

EFFECTIVE DATES: STARTS: 10/19/2017 EXPIRES: 11/27/2020

C. ADMINISTRATION FEE; RESTORATION, CONSIDERATION; and MITIGATION;

In addition to the **$50.00** administration fee and required restoration work, the Permittee will compensate DCR for the disruption to the DCR Property by doing mitigation.

a. **MITIGATION REDESIGN OF HARLAND ST AND UNQUITY RD. IN ACCORDANCE WITH A PLAN APPROVED BY DCR AND COMPLETED BY PERMITTEE.**

D. REQUIREMENTS

SUBMIT FOR APPROVAL A REDESIGN PLAN AND TRAFFIC MANAGEMENT PLAN FOR THE INTERSECTION OF HARLAND STREET AND UNQUITY RD TO:

SEAN CASEY
DIRECTOR- CONSTRUCTION/ACCESS PERMITS, DCR
617-626-1444 **SEAN.CASEY2@MASSMAIL.STATE.MA.US**

SUBMIT FOR APPROVAL FINAL LANDSCAPING PLAN WHICH INCLUDES TREE LIST, SEED MIX AND INVASIVE SPECIES MONITORING PLAN TO:

RUTH E. HELFELD
LANDSCAPE ARCHITECTURE SECTION HEAD, DCR
617-626-1375 **RUTH.HELFELD@STATE.MA.US**

SUBMIT FOR APPROVAL FINAL DESIGN INCLUDING LIGHTING FOR THE ROAD THAT INTERSECTS UNQUITY TO:

SEAN CASEY
DIRECTOR- CONSTRUCTION/ACCESS PERMITS, DCR
617-626-1444 **SEAN.CASEY2@MASSMAIL.STATE.MA.US**

A MAINTENANCE AGREEMENT NEEDS TO BE SUBMITTED AND APPROVED FOR THE ROADWAY ON DCR LAND. THIS WILL COVER CATCH BASIN MAINTENANCE, RETENTION POND MAINTENANCE, SNOW REMOVAL AND IF APPROVED ANY LIGHTING MAINTENANCE. SUBMISSION FOR FINAL APPROVAL NEEDS TO BE SENT TO: NOT A LEGAL COPY NOT A LEGAL COPY

SEAN CASEY
DIRECTOR- CONSTRUCTION/ACCESS PERMITS, DCR
617-626-1444 SEAN.CASEY2@MASSMAIL.STATE.MA.US

IF DURING SITE EXCAVATION ON DCR PROPERTY AND ITEMS ARE DISCOVERED OF ARCHAEOLOGICAL OR HISTORICAL SIGNIFICANCE WORK IS TO CEASE AND CONTRACTOR IS TO CALL:

ELLEN BERKLAND
ARCHAEOLOGIST, DCR
(617) 626-1377 EBERKLAND@MASSMAIL.STATE.MA.US

F. PUBLIC SAFETY

MASSACHUSETTS STATE POLICE REQUIRED TO PROVIDE TRAFFIC CONTROL FOR VEHICLES AND PEDESTRIANS (ONLY WHEN WORKING ON OR ADJACENT TO UNQUITY RD)

G. RESTORATION OF PREMISES

SEE ATTACHMENT A - RESTORATION DETAIL

H. TRAFFIC MANAGEMENT

APPOVED AS SUBMITTED, A TRUCK ROUTE NEED TO BE SUBMITTED AND APPROVED BY DCR TRAFFIC ENGINEERING

All work done on DCR roadways must conform to the **2009** U.S. Department of Transportation. Federal Highway Administration's "MUTCD" Guidelines and the **April 28th 2009 Governors Executive Order 511**.

J. OPERATING SCHEDULE

9:00 AM TO 3:30 PM M-F (ONLY WHEN WORKING ON OR ADJACENT TO UNQUITY RD)

X. ASSIGNMENT AND SUBLETTING

THIS PERMIT SHALL FOLLOW ANY REAL ESTATE TRANSACTION ASSOCIATED WITH THE PROPERTY ABUTTING THE DCR PROPERTY. UPON TRANSFER ALL CONDITIONS OF THIS PERMIT INCLUDING MITIGATION WILL BECOME THE RESPONSIBILITY OF THE NEW PROPERTY OWNER. PERMIT WILL NEED TO BE AMENDED TO REFLECT THE NEW OWNERSHIP WITH CORRESPONDING SIGNATURES.

Y. ATTACHMENTS

ATTACHMENT A - RESTORATION DETAIL & RECEIPT OF TRENCH NOTIFICATION

ATTACHMENT B – TRAFFIC AND SUPERVISOR NOTIFICATION FORM

SIGNATORY(IES)

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

DEPARTMENT OF CONSERVATION AND RECREATION

_____

Sean Casey, Director of Construction/Access Permits

For

Leo Roy, Commissioner
Department of Conservation and Recreation
251 Causeway Street, Suite 900
Boston, Massachusetts 02114

DATE: _____

The Parties herein have read the above terms and conditions and hereby agree and approve same. The individual(s) signing below warrant and represent that they are authorized to sign on behalf of and bind the Permittee.

Town of Milton

_____
Signature

_____
Print Name

_____
Title

DATE: _____

DCR Permit No. 25811

NOT AN OFFICIAL COPY

DCR Construction / Access Permit

Issued to TOWN OF MILTON

Unquity Rd, Milton, MASSACHUSETTS

CONSTRUCTION PERMIT #25811

NOT AN OFFICIAL COPY

Notices and Contacts

DCR CONTACTS:

1. DCR Construction Access Permits, Sean Casey (617) 626-1444
2. DCR Chief Engineer, Robert Lowell, Acting Chief Engineer
   251 Causeway Street, Suite 700
   Boston, Massachusetts 02114
3. DCR Regional Engineering Contact Information

   Headquarters: Boston Mark MacLean, P.E., (617) 626-4923
4. DCR South Region Manager, Karl Pastore 508-866-2580 Ext 104
5. DCR Landscape Professional, Jeffrey Enochs, (508) 942-3872
6. DCR Environmental Section Head, Robert Lowell, (617) 626-1340
7. DCR Ecologist, Nancy Putnam, (617) 626-1394
8. Notifications to:

   State Police Detail Sergeant, Joseph Knight, (617) 740-7575

   Department of Public Safety, Architectural Access Board at (617) 727-0660 prior to removal and /or replacement of ADA ramps

   Environmental Police Detail Officer, Roger Thurlow, (800) 632-8975

   DCR Operations Control Center, (617) 946-3150

   DCR Parking Clerk, Kathy DeLucca, (617) 262-1418

DCR Permit No. 25811

Exhibit 1

NOT AN OFFICIAL COPY

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
PERMIT SECTION
PAYMENT TRANSMITTAL FORM

NOT AN OFFICIAL COPY

PERMIT NUMBER: 25811 **DATE:** 10/19/2017

Robert Lowell
Acting Chief Engineer

SHORT DESCRIPTION: Roadway Access to Unquity Rd

LOCATION: Unquity Rd, Milton

ISSUED TO: Michael Dennehy

COMPANY NAME: Town of Milton

ADDRESS: 525 Canton Ave

CITY: Milton **STATE:** MA **ZIP CODE:** 02186

CONTACT PHONE #: 617-898-4845

PERMIT DATE	DESCRIPTION	UNIT	PRICE	AMOUNT DUE
	Administrative Fee	1	$50.00	$50.00
		Paid Check #15619		$50.00
		*TOTAL AMOUNT DUE:		$0.00

NOTICE TO PERMIT APPLICANT

PLEASE MAKE CHECK OR MONEY ORDER PAYABLE TO THE COMMONWEALTH OF MASSACHUSETTS and SUBMIT/BRING THIS FORM WITH YOUR PAYMENT TO:

The Department of Conservation and Recreation ("DCR")
Construction Access Permits
251 Causeway Street, 7th FLOOR
BOSTON, MA 02114

PAYMENTS MUST BE RECEIVED WITHIN 30 DAYS. PERMITS WILL NOT BE ISSUED WITHOUT PROOF OF PAYMENT. IF PAYMENTS ARE NOT RECEIVED WITHIN 30 DAYS, THE DCR MAY RESCIND THE PERMIT. TO INSURE CREDIT, PLEASE WRITE PERMIT NUMBER ON YOUR CHECK OR MONEY ORDER.

Permit #: 25811

FOR QUESTIONS ON PAYMENTS, PLEASE CALL Sean Casey (617) 626-1444.
THANK YOU.

** PER CODE OF MASSACHUSETTS REGULATIONS TITLE 350: CHAPTER 14.08.*

FOR FINANCE USE ONLY	
RECEIVED BY	
DATE RECEIVED	
RECEIPT NUMBER	
CHECK NUMBER	
AMOUNT REC'D	

GENERAL CONDITIONS

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

A. CONDITION OF PREMISES

1. The Permittee acknowledges that it has made an inspection of the Premises and that the Premises are in a satisfactory condition, suitable for the purposes of this Permit in the Premises' existing condition and that it has not relied upon representations or statements of the DCR, its officers, employees or agents with respect to these conditions. The Permittee expressly agrees that the DCR has no obligation to make any alterations, repairs, additions, or improvements to the Premises. The Permittee acknowledges and agrees for itself and its contractors, subcontractors, officers, servants, agents, employees, representatives and invitees that it accepts the Permitted Area in 'as is', 'where is' and 'with all defects' condition; that DCR is under no obligation to make any repairs, renovations or alterations to the Permitted Area; that DCR has made no representations or warranties regarding the adequacy, operability, safety or fitness of the Permitted Area for any particular purpose or use; and that DCR has made no representations that the Permitted Area complies with applicable laws, ordinances, rules and regulations of government authorities. The Permittee further acknowledges and agrees that entry and activities upon the Permitted Area by the Permittee and its contractors, subcontractors, officers, servants, agents, employees, representatives and invitees shall be at the sole risk and sole expense of the Permittee.
2. At the Permittee's expense DCR property shall be restored/ returned to its original or better condition, in accordance with standards and specifications of the DCR and this permit.
3. Upon the expiration, termination, or revocation of this Permit, the Permittee shall promptly vacate and surrender the Permitted Area and remove all of its personal property from the Permitted Area. Any property not so removed shall, at the option of DCR and at the sole expense of the Permittee, either become the property of DCR or be removed by DCR and disposed of without any liability in DCR for such removal and disposition.

B. PERMIT TERM

1. The term for the use authorized herein is specified in the Special Conditions, subject to review of the Permittee's performance and compliance with all terms and conditions of this Permit.
2. All obligations required of the Permittee under the terms of this Permit shall expressly survive the given termination/ expiration date until such obligations are completed to the satisfaction of the DCR, unless the DCR has exercised its option to terminate the agreement.
3. If the Permittee is found to be noncompliant with any term and or requirement of this Permit, and does not remedy or cure the noncompliance matter promptly or within a time frame set by DCR, the DCR may immediately revoke this Permit.

C. ADMINISTRATION FEE; RESTORATION, CONSIDERATION; & MITIGATION; [in accordance with 801 CMR 4.02]

1. The Permittee shall pay the Commonwealth a fifty dollar administration/application fee.
2. In addition to the administration fee (C.1. above), and required work. The Permittee will compensate DCR for the disruption to the DCR properties including parkway, boulevard, road and/or recreational facilities by doing mitigation and or the payment of Parkway/Roadway Excavation Fee, Sidewalk and Parkland modification fees.
3. See the Special Conditions of this Permittee for the details of the compensation to DCR for the disruption to the DCR parkway and/or recreational facilities which may include fees or mitigation or a combination of both.
4. If mitigation is allowed as an alternate for the fees, the cost of the mitigation must equal or exceed the Parkway Excavation Fee, Sidewalk and Parkland modification fees: should the mitigation work not exceed the fee amount the difference shall be paid to DCR.

SEE THE SPECIAL CONDITIONS AND THE PAYMENT TRANSMITTAL INVOICE FOR DETAILS ON FEES, PAYMENT SCHEDULE AND MITIGATION APPROVED FOR THIS PERMIT

N O T O F F I C I A L C O P Y
N O T O F F I C I A L C O P Y

5. Payments, shall be in the form of a money order, cashier's check or certified bank check payable to the Commonwealth of Massachusetts (exclusively), accompanied by a DCR "Payment Transmittal Form," Exhibit 1 attached to this permit. Indicate your Permit Number on your check, all correspondence and on the mailing envelope; mail to the following address:

DEPARTMENT OF CONSERVATION AND RECREATION
CONSTRUCTION ACCESS PERMITS
PERMIT NO: 25811
251 CAUSEWAY STREET, SUITE 700
BOSTON, MASSACHUSETTS 02114

D. REQUIREMENTS

1. The Permittee shall keep a copy of this Permit at the Premises (on site and visible) and shall be solely responsible for maintenance, care, repair or replacement of all work, improvements or installations related to the permitted work placed or situated on the Premises at all times.
2. The Permittee shall be solely responsible for all expenses arising under this Permit.
3. The Permittee will not use any DCR utilities or resources without express permission from DCR. If the Permittee and or its representative or contractor uses any DCR utilities any expenses associated with that use is the responsibility of the Permittee.
4. The Permittee shall conform to all provisions of state, federal and local laws, rules and regulations applicable to the exercise of the rights and the performance of work under the Permit. Such provisions include, but are not limited to, all health, environmental, noise and sanitary standards and conditions required by Commonwealth of Massachusetts statutes; rules and regulations, including DCR regulations, local bylaws, engineering standards and administrative and executive orders.
    a. Prior to the commencement of any work involving excavation or disturbance of any soils and or vegetation under this Construction / Access Permit:
    i. Dig Safe must be notified for field mark-out of utilities (1-888-DIG-SAFE).
    ii. The Permittee will comply with M.G.L. Chapter 254 requiring approval by the Massachusetts Historical Commission
    b. The Permittee shall adhere to all OSHA Standards for Safety during the construction period.
    c. The Permittee will comply with local noise regulations, exercising care to subject neighborhood abutters to the least amount of noise and vibration pollution during working and non-work hours.
5. All correspondence with the DCR regarding permitted activities should indicate the DCR Construction Permit Number associated with this permit.
6. If the work herein authorized is for a driveway entrance, this Permit is granted and accepted on the condition that if the ownership of the land to which the driveway is appurtenant shall at any time become united with that of any adjoining lot fronting on the roadway and also having an entrance on said roadway, then the DCR may revoke the right to maintain any or all of such entrances and grant a single entrance in place thereof. The entrance hereby granted shall be used only for the Premises shown on the Plan.
7. Within thirty (30) days, after completion of the project or a date specified herein, by the DCR in the Special Conditions, the Permittee shall submit on quality paper or Mylar and an electronic copy of as-built plan(s) for the Project as it relates to DCR property. This information shall be sent to Construction Access Permits, Department of Conservation & Recreation, 251 Causeway Street, Suite 700, Boston, Massachusetts 02114. In addition to the standard title box the Permittee will list/add the DCR Construction Permit Number associated with this permit.
8. Within thirty (30) days, after completion of the project or a date specified by DCR in the Special Conditions, the Permittee shall submit two (2) copies of all final environmental reports generated for the Permittee's Project related to DCR property if applicable. One (1) copy each of the information will be sent (see Notices and Contacts) to the attention of the Environmental Section Head and the Regional Director.

9. The Permittee shall keep the Premises in a clean and orderly manner at all times.
10. The Permittee shall be solely responsible for ice and snow removal during the winter months and street sweepings during the spring, summer and fall on all DCR property associated with this Permit and/or impacted by the permit, per DCR protocol (inclusive of all area where public access is possible, as well as but not limited to all roadways, sidewalks and walking paths), inclusive of any and all associated costs and labor. This responsibility will remain in place until the work area(s) are closed and all obstacles that would interfere with DCR's regular maintenance are removed, leaving the area unencumbered.

E. INSPECTIONS, ACCESS, AND PERMITS

1. The Permittee shall arrange for inspections by local health officials, utilities engineers, building inspectors and others as may be required.
2. The Permittee shall take prompt action to correct any condition that is found not compliant with any federal, state, or local regulation, code or statute.
3. The Permittee agrees at its own expense, to file for; obtain and comply with all applicable federal, state and local permits, licenses and approvals necessary for the work to be performed which is the subject of this Permit. Failure to obtain any required permits, licenses and or approvals, prior to the commencement of work, or failure to maintain such legal obligations in full effect throughout the term of this Permit shall be cause for revocation of this Permit by the DCR.
4. The DCR shall be provided full and unrestricted access to and upon the Premises at all times during the Term of this Permit to inspect the Premises and to review the operations and inspect the Permittee's equipment.
5. The Permittee shall maintain adequate abutter access at all times.

F. PUBLIC SAFETY

1. The Permittee will hire as many safety and/or law enforcement details, as needed to ensure the general public (including but not exclusive of pedestrian, cyclists, and vehicular traffic) safety at all times during all permitted activities on and near the Premises. Advanced notice of starting work shall be provided to the appropriate authority.
    a. For vehicle traffic management and public safety, in and/or on DCR property excluding parkways, boulevards, skating rinks, and or water sheds, the Permittee shall contact and hire as many Environmental Police Officers, as needed to ensure the safety of park users at all times.
    b. For vehicle traffic management and public safety, in and/or on DCR Parkways, Boulevards, skating rinks, and or state water sheds the Permittee shall hire as many Massachusetts State Trooper details as necessary to ensure the public safety at all times during all activities on and/or near the Premises.
    c. For work inside DCR Parks excluding motor vehicle traffic management on Chapter 90 Roadways (parkways and public ways), the Permittee may hire Park Rangers, to ensure the wellbeing of the public in low use situations, within the confines of the park (i.e. playing fields, bike-paths, parking lots, gardens etc....).
    d. For projects impacting both DCR property and municipal roadways, for safety and/or traffic management on the municipal roadways the Permittee may hire as many local safety and/or law enforcement details, or certified flagmen as needed to ensure public safety.
2. The Permittee shall barricade excavations with safety fencing and reflectorized drums with "Type A" flashers to guide personnel and eliminate free access to the work area on, in, or near the Premises. All flashers and "steady-burn" lights on drums must be in good working order. From dusk through dawn, the Permittee shall place sufficient working lights to protect the public from injury or damage.
3. Signage indicating the name of the Permittee, and including contact names and telephone numbers shall be on the premises (permitted work site) in plain view or erected during the duration of the Project.
    a. Additional signage may be required by DCR; See Notice paragraph 2 and the Special Conditions.

G. RESTORATION OF PREMISES

1. See SPECIAL CONDITIONS for additional information specific to this permit.
2. At the Permittee's sole expense, DCR property shall be restored/returned to its original or better condition, or otherwise improved in accordance with this permit, and in accordance with standards and specifications of the DCR.

The Permittee is responsible for repairing, replacing and restoring any and all damage to the DCR real or personal property, its infrastructure improvements and appurtenances, or any other property of third-parties, caused or necessitated by the Permittee by operation of this Permit, regardless of whether such damage occurs within or without the layout of the Premises itself.

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

a. Any/all DCR utilities (storm drainage, electrical services, plumbing, sprinklers, sanitary services, dam and flood control structures, traffic signals and/or street lighting) worked on, damaged or altered (installation, change, relocation, modification, or adjustment) shall be replaced by the Permittee at their expense, unless specifically addressed in this permit.
b. Temporary service for the impacted utility shall be provided by the Permittee. The Permittee must provide adequate and safe services.
c. Temporary operating expenses for the impacted utility starting at the time of the disruption and/or installation, through DCR acceptance shall be the responsibility of the Permittee.
d. All utilities/equipment shall be replaced or reinstalled to working order by the Permittee at their expense unless specifically addressed in this permit or its attachments.
e. The appropriate DCR section chief, engineer and/or designee shall with assessment review and consultation, determine if the part(s)/fixture(s) may be reused and/or replaced. If the part(s)/fixture(s) need to be replaced, DCR shall supply the specifications.
f. All DCR utilities worked on by the Permittee shall be reviewed and/or inspected by DCR prior to acceptance.

3. Abandonment of existing underground utilities, pipes, chambers, etc.; The Permittee, its agents, contractor or representative shall take all appropriate measures to properly close, fill and cap all underground structure(s) to guard against future sinkholes and eliminate the possibility of future collapse of these abandoned structures. Pipe abandonment under DCR owned or controlled property shall be managed as follows:

   a. Located under DCR roadways: All pipes, underground utilities, chambers etc. that are under the roadway must be completely filled with grout or high slump500 psi concrete and abandoned in place.
   b. Not located under DCR roadways: All pipes, underground utilities, chambers etc. that are 18-in. in diameter or greater must be completely filled with grout or high slump 500 psi concrete and abandoned in place. (Specification §.02650, ¶ 3.01 D.3).
   c. All pipes that are less than 18-in. in diameter shall be securely plugged with brick, mortar, concrete and/or masonry plugs in both ends at least 12-in. thick and abandoned in place.

4. Any and all parkways, boulevards, roadways, parking areas and/or driveways repairs including trench patches that remain in place for one year or longer will be reviewed by the Permittee and the DCR annually, until such time as the road is permanently repaved from curb to curb. Should the patch fail or prove to be inadequate, the Permittee will be responsible for removal and restoration of the failing area.

5. All opening(s) shall be covered by steel plates when not in use. The Permittee shall not use steel plates that are vulnerable to flexing, or lateral movement due to vehicular traffic. Where any gaps exist between the plate and the roadway surface, "cold-patch" asphalt mix shall be used to fill those voids.

6. In non-trench areas of roadways or sidewalks requiring repairs, the subgrade material shall be Massachusetts Department of Transportation – Highway Division (hereinafter MassDOT -HD) "Type C" Gravel (2" maximum aggregate size) and it shall be mechanically compacted in six-inch (6") lifts.

7. Pavement trimming: Only saw cutting (without overcuts) shall be allowed as a means of creating the final, permanent edge between existing and new hot-mix asphalt or cement concrete on any roadway or sidewalk. All accidental overcuts shall be filled with bituminous joint sealer. The standard "cutback" for all permanent pavement patches shall be twenty-four inches (24") beyond the original pavement cuts made to perform the work allowed by this permit. If curbing does not allow for twenty-four inches (24"), then the face of the curbing will serve as the edge of the permanent pavement patch.

8. Controlled-density fill (hereinafter the CDF) shall be used for backfilling trenches made in roadway or sidewalk pavement. The CDF shall conform to MASSDOT -"Type 2E," "Flowable and Excavatable." (If the Permittee needs to use backfill materials with higher strength characteristics than MassDOT -"Type 2E" CDF, then the Permittee can request a waiver from the DCR to substitute that higher strength backfill.)

a. The Permittee shall place the CDF so as to allow enough room for a depth of pavement replacement that matches existing pavement thickness

b. The Permittee is responsible for allowing sufficient curing time for the CDF prior to installing pavement material. The Permittee shall exercise extra caution in areas of high water table.

9. If the Permittee cannot use MassDOT -"Type 2E" CDF, trenches and other excavations shall be back-filled with DCR-approved gravel. The use of previously excavated material as backfill is acceptable, providing that the previously excavated material is suitable for sub-base with no stones larger than 3" in diameter, and is free of all clays and organic matter. However, immediately below any sidewalk or roadway surface, there must be a minimum of twelve inches (12") of clean gravel borrow (MassDOT #M1.03.0 – Type "C" two-inch [2"] maximum stone size) for the sub-base.

10. All sub-base shall be mechanically compacted in six-inch (6") lifts to ninety-five percent (95%) compaction, as tested by nuclear compaction equipment, and verified by the DCR on site.

11. The permanent pavement patch of bituminous concrete for roadway sections shall consist of the following minimum measurements: four inch (4") base, two inch (2") binder, one and three-quarter inch (1-3/4") of "State Top" (one-half-inch (1/2") stone size) top course. Pavement replacement thickness must match the existing pavement thickness, or conform to Figure # 1 "TYPICAL ROADWAY TRENCH REPAIR" whichever pavement depth is deeper.

12. All mixes shall conform to MassDOT "Type I" mixes: Base, Binder, "State Top" [with one-half inch (1/2") stone size] for roadway use & "Dense Top" [with three-eighths inch (3/8") stone size] for sidewalk use. The permanent hot-mix asphalt patch shall extend over the original trench cut, and act as a "bridge" twenty-four inches (24"). All hot-mix asphalt surfaces (vertical and horizontal) shall be coated with emulsion tack coat immediately prior to placing any new hot-mix asphalt layer.

13. The Permittee shall be responsible for the adequacy and performance of the trench pavement patch (roadway and/or sidewalk) and restoration of all affected curbing in the work zone. DCR reserves the right to have the trench patches repaired or replaced completely and curbing reset at the expense of the applicant as a result of incomplete or inadequate work by the Permittee.

14. All pavement markings removed and/or damaged during the course of construction must be replaced with markings matching the configuration, color, width and type (thermoplastic, paint, etc.) of the markings removed.

15. Any sidewalk replacement shall conform to the most recent Americans with Disabilities Act (hereinafter the ADA) or Architectural Access Board (hereinafter the AAB) handicapped accessibility standards, whichever is more stringent.

16. Any fine-grading of subgrade soils required before sidewalk installation shall be accomplished with MassDOT - M1.03.0 "Type C" Gravel Borrow (two-inch (2") maximum stone size).

17. Any sidewalk damaged must be replaced with a material matching the existing sidewalk surface (hot-mix asphalt or cement concrete), and the replacement shall conform with the following;

    a. The limits of the sidewalk repair shall include the entire work area and extend to the nearest sidewalk control joint. Saw cuts shall be made along those joints and only full, complete concrete sidewalk panels shall be removed. All demolished concrete walkways shall be removed from the DCR property and legally disposed of off-site.

    b. All cement concrete sidewalk shall contain welded wire mesh. Welded wire mesh for cement concrete walks must meet ASTM Specification A185 and be 6 gauge wire with six-inch by six-inch (6" x 6") squares. Only sheet mesh shall be permitted (no rolls). The mesh must be installed at mid-depth in the slab and rest on reinforcement "chairs" or cement concrete bricks spaced at 36" maximum in every direction to keep the mesh from deforming during cement concrete placement.

18. For all edge stone/curbing being reset or replaced, on both the front and back of the curbing/edge stone, 2,000 p.s.i. cement concrete (with a six-inch by six-inch (6" x 6") profile) shall be installed for the entire length of the curbing/edge stone being reset or replaced, and the top surface of both the front and back sections of this cement concrete shall be one and three-quarter inches (1 ¾") lower than the finished roadway elevation.

19. Detectable warning panels are required for any pedestrian ramp. The detectable warning panels for cement concrete pedestrian ramps shall be "brick-colored" and "safety yellow" for hot-mix asphalt pedestrian ramps. Exceptions to

this are possible with the prior approval of DCR's Chief Engineer, if, for example, the Permittee is trying to match the color of existing nearby pedestrian ramp warning panels. This work must be MUTCD, ADA and AAB compliant.

a. Detectable warning panels can be precast concrete, cast-in-place concrete or other suitable material permanently applied to the ramp.

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

H. TRAFFIC MANAGEMENT

1. Traffic Management, including both Vehicle and Pedestrian management; the Permittee must provide safe passage to the public including but not limited to motorists, cyclists, pedestrians, workers, and others affected by the Permittee activities and are the sole responsibility of the Permittee.
2. The Permittee assumes full liability and responsibility for Traffic Management, and shall plan for traffic control on a case by case basis to adjust for the varying conditions among work locations in cooperation with the detail officer..
3. All work done on DCR roadways must conform to the 2009 U.S. Department of Transportation, Federal Highway Administration's Manual on Uniform Travel Control Devices Guidelines ("MUTCD") and the April 28th 2009 Governors Executive Order 511. Including recently updated Federal Regulations (the FHWA's Rule on Work Zone Safety and Mobility) emphasize the importance of providing safe work areas for motorists, workers, and others affected by the maintenance/ utility/ construction activities; whenever the need is indicated the Permittee should expand or improve traffic controls.
4. For additional and permit specific Traffic Management requirements see the Special Conditions.
5. Without limiting any of Permittee's obligations under this or any other Section of this Permit, the Permittee is responsible for proper Traffic Management, including the planning and installation of temporary traffic controls in maintenance, utility, or construction work areas, including, but not limited to, responsibility for ensuring that the pedestrian and vehicular safety is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.
6. The Permittee shall submit a site specific Traffic and Pedestrian Management Plan (hereinafter the TMP) for DCR's review, comment, and subsequent approval.
7. The site specific TRAFFIC MANAGEMENT PLANS DCR approved will be strictly adhered to during field operations. (See the Special Conditions, Item H for Approved Plan)
   a. At the discretion of the DCR Chief Engineer or his designee, all TMPs must be prepared and stamped by a Massachusetts Licensed Engineer, specializing in traffic management.
   b. The Permittee will notify and coordinate with the District Manager, the facility supervisor and / or the Regional Engineer regarding the TMP, as listed in the Special Conditions and/or Notices and Contacts Section of this Permit.
   c. Any subsequent changes to the approved plan (See the Special Conditions, item H) by any party other than DCR must be resubmitted to DCR and are subject to DCR's review and subsequent approval before any construction activities may commence.
   d. The TMP will be followed and precautions will be taken to protect the public, the environment and any cultural resource in the area.
8. If the work associated with this Permit potentially impacts other parties, the contractor/ Permittee is responsible for notification, and cooperative coordination with all parties, (including but not exclusive of DCR, contractors and representatives, Federal, State and local entities; police fire and ambulance, public transportation and utilities) working in the permitted locations. The coordination is to assure such that all disruptions of vehicular and/or pedestrian traffic is minimized.
   a. If this is not done to the satisfaction of DCR this permit will be revoked by a DCR representative during field operations and all associated work will stop until the deficiencies are resolved to the satisfaction of DCR traffic and or permit engineers.
9. In order to reduce the effects on the public who use the DCR's recreational areas, parks, campgrounds, parkways, boulevards and/or roadways, the Permittee will minimize construction work during peak use periods.
10. Pedestrian and vehicular traffic flow and safety shall be maintained at all times. Detours shall conform to the 2009 U.S. Department of Transportation, Federal Highway Administration's Manual on Uniform Travel Control Devices Guidelines ("MUTCD").

11. The Permittee will leave sidewalk areas clear and open to permit unimpeded pedestrian traffic passage at all times during construction. A minimum of three feet (3') clearance will be maintained to permit public access to alternate passage by the affected portion of the Premises.
12. All deliveries shall be made in such a manner as to have the least negative impact on the visiting public, the Premises and the environment.

NOT A OFFICIAL COPY

I. ENVIRONMENTAL IMPACTS AND REPORTING

1. Prior to any construction work for a project in or adjacent to an environmentally sensitive resource area(s), the Permittee will contact appropriate Federal, State, and local agencies and or authorities, obtain any licenses, permits and or Certificates necessary and will comply with all applicable laws, rules and regulations. The Permittee will supply copies of all applicable documentation to DCR when applying for this permit, and or as they are granted, including but not limited to:
    a. Executive Office of Energy and Environmental Affairs, Offices of Massachusetts Environmental Policy Act and Coastal Zone Management
    b. The Massachusetts Department of Fish and Game regarding wildlife and/or plant impacts.
    c. MassGIS data on any Priority Habitat of Rare Species.
    d. The Massachusetts Department of Environmental Protection's Wetland, Waterways, and Water Management Sections
        i. During all construction phases the Permittee will minimize any potential impacts to flora, fauna and natural resources and habitats on, in, or near the Premises; including the preparation and execution of a management plan for resource protection, erosion and sedimentation control, to minimize the potential impacts to environmentally sensitive resources.
        ii. Special care will be used when permitted work area borders wetlands or waterways resource area(s), including but not limited to installation and maintenance of staked "salt hay" straw bales and silt fences to prevent sediment erosion and siltation from entering resource areas, and protect adjacent resources in accordance with the management plan. Erosion control measures will be in place prior to the start of any earthwork. The Permittee is responsible for inspecting all control measures twice weekly and after every rainfall event, and will maintain the erosion controls such that they operate properly. All erosion control measures will be maintained throughout the construction season until slopes have been stabilized and will be removed upon completion of the project, or stabilization of the area, whichever is last. All silt collected shall be removed and properly managed before the fences and straw bales are removed.
2. This permit in NO way should be construed as approval of any other applicable permits, notices or findings issued by Federal, State, and local agencies and/or authorities including but not limited to the Massachusetts Department of Fish and Game, and the Department of Environmental Protection.
3. The Permittee shall protect and maintain drainage and other structures against damage.
    a. Any drainage structures damaged or altered will be replaced by the Permittee at their expense. All catch basins should be deep-sump unless utilities or site conditions interfere with the installation, as determined by DCR storm water engineer(s).
    b. Absolutely no bitumen, asphalt, concrete or brick debris shall be dumped into drainage structures during the construction period. All storm water structures within the limits of work shall be cleaned prior to the conclusion of the project. This work shall include removing any accumulated dirt, refuse and other debris from each structure, including the gutter mouth of curb inlets. All removed materials shall be properly handled and transported to an approved disposal facility. The Permittee shall incur all cleanup costs.
    c. For NPDES MS4 requirements, the following activities shall continue throughout the construction period:
        i. Street Sweeping
        ii. Catch Basin Cleaning
    d. If applicable, construction projects shall provide the DCR Storm Water Manager, Robert Lowell with a copy of the Storm Water Pollution Prevention Plan for the site.

e. If applicable, construction projects shall provide the DCR Storm Water Manager, Robert Lowell with a copy of site dewatering permits.

4. The Permittee shall protect and maintain all existing trees against damage.
   a. If applicable, air excavation tools shall be used on DCR property to ensure tree root protection within the drip line. (ref: Special Conditions)
   b. If applicable, a Certified Arborist shall be required on-site during excavations that are located within the drip line. (ref: Special Conditions)
5. Should the permitted work area be located adjacent to an environmentally sensitive area (i.e. wetlands, protected habitat, waterway, and/or coastal shoreline), the Permittee shall notify the DCR Landscape Architect, Matthew Thurlow at (617) 626-4944 and/or DCR Ecologist, Nancy Putnam at (617) 626-1394 (see Notices and Contacts) a minimum of seventy-two (72) hours prior to any tree or shrub removal.
   a. Should the Permittee disturb any vegetation, the disturbed areas will, upon DCR's approval, be filled, groomed, and planted with native vegetation to blend in with the natural landscape at or before 95% project completion.
   b. The Permittee will monitor the areas of replaced vegetation to make sure that they are established. If the vegetation dies, the Permittee will consult with DCR Landscape Architect (see Notices and Contacts) to work out replacement details.
6. The Permittee will minimize the impact on trees and shrubs on, in and near the Premises.
   a. The Permittee will remove and replace trees and shrubs only if absolutely necessary to the integrity of the construction and only if such removal is approved by DCR Landscape Architect prior to start of construction.
   b. Any tree removed, damaged and or distressed by the proximity of the construction allowed by this permit will be replaced and warranted for two (2) years at the Permittee's cost.
   c. A second notice will be made to the DCR Landscape Architect (see Notices and Contacts) a minimum of 72 hours before any tree is removed.
      i. If the removal of a tree is approved, the Permittee is responsible for disposal/elimination of all associated vegetation materials, above and below ground including but not exclusive of leaves, branches, trunk, and the stump, and restoration of the area.
   d. In locations where tree removal/loss are unavoidable, the specific field placement of replacement vegetation will be at a location(s) as directed by DCR; planting locations may include areas outside the permit premises.
   e. The Permittee will replace all trees removed for construction, the replacement will be based on caliper inch removed and/or cash equivalent. DCR's Landscape Architect and or designee will have the choice of species, size and location;
      i. One caliper inch (1") for every caliper inch of lost/removed trees in suburban areas, as deemed practical by DCR.
      ii. Two caliper inches (2") for every caliper inch of lost/removed trees in urban areas, as deemed practical by DCR.
      iii. Any deficiency to the total required replacement caliper inch(es) shall be paid as restitution to the Conservation Trust and Urban Parks Trust Fund. (See the Special Conditions for details).
   f. All replacement trees shall be tagged at the approved nursery by the DCR Landscape Architect, before being shipped to the work site.
   g. All replacement trees shall be planted by an approved Landscape Contractor, supervised by a Massachusetts Certified Arborist and by standard arboricultural practices. They will be planted within the planting season during which the work is completed. If this cannot be done, planting shall be done in the next planting season. Planting seasons are April 1 through June 15 and September 15 through October 31.

J. OPERATING SCHEDULE

1. DCR roadways shall not be occupied between the hours of 6:30 a.m. and 9:30 a.m. and the hours of 3:30 p.m. and 6:30 p.m. Monday through Friday, or as otherwise described in the Special Conditions. This provision includes time for the placements of traffic equipment to set up the Traffic Management Plan.

NOT AN OFFICIAL COPY

2. The Permittee shall shut down all work at 12:00 p.m. (noon) on the eve of major holidays, which include Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day or as otherwise described in the Special Conditions.

O F F I C I A L O F F I C I A L
C O P Y C O P Y

3. During periods of closing due to inclement weather or any other cause not within the control of the DCR, all other obligations of the Permittee shall not be waived. The DCR shall not be responsible for any costs incurred or revenue lost due to closing or re-opening of facilities or roadways under the provisions of this section.

4. Should a Special Event occur on the premises during the active duration of this permit, the Permittee will minimize any impacts on the park patrons. Any permitted work on DCR properties associated with the special event location, will cease and or shutdown at 10:00 p.m. prior to the start of the special event permit, and shall only resume after the area impacted by the special event has been cleared, cleaned and maintained.

K. TAXPAYER IDENTIFICATION NUMBER

1. Upon request by DCR, the Permittee shall remit to the DCR a Department of Revenue Certification of Good Standing; complete and remit a Taxpayer Identification Number and/or a Certification (Massachusetts Substitute W-9 Form) prior to the execution of this Permit. (as noted in the Special Conditions)

L. RISK OF OPERATION AND INDEMNIFICATION

1. The Permittee shall assume all risk in connection with any and all activities engaged in on the Premises, and shall be solely responsible and answerable in damages and any other remedies for all accidents or injuries to all persons or property caused by the Permittee and/or its contractors, agents, representatives, employees, licensees, guests and invitees.

2. The Permittee shall be responsible for the security of the Premises and the protection of the assets and property of the DCR. The Commonwealth shall not be responsible for property of the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees.

3. The Permittee shall agree to defend, hold harmless, and indemnify the Commonwealth of Massachusetts, the DCR, and its agents, officers and employees from any claims regardless of fault, arising out of any violation of any law, ordinance or regulation affecting the activities authorized herein by this Permit, from any claims for personal injury or death or damage to personal property, of whatever kind or nature, arising from the Permittee's activities on the Premises, including claims arising from the intentional, reckless or negligent acts or omissions of the Permittee, its contractors, agents, representatives, employees, Permittee's, licensees, guests and invitees, as authorized under this Permit and claims arising from the Permittee's failure to provide adequate security on the Premises.

4. The Permittee shall not make any claims against the Commonwealth or the DCR for any injury, loss, or damage to persons, including bodily injury or death, or damage to property or costs or liabilities arising out of or in connection with this Permit, the obligations there under and the Permitted Uses, such as without limitation response actions engaged in or required under law or this Permit, including any acts or omissions of the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, except for claims arising solely from the reckless conduct of the DCR.

5. The Permittee shall waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this Permit.

6. The risk of loss resulting from any natural weather phenomena or occurrences remains with the Permittee.

   a. Compensation due to the DCR shall not be reduced or abated in any manner due to natural weather phenomena or other occurrences.

M. INSURANCE

1. The Permittee, its employees, contractors or agents shall hold the appropriate valid license(s) as required by law to perform the construction work associated with this Permit for the duration of the Permit.

2. The Permittee and or their contractor shall carry insurance in the types and amounts as described in this section of the Permit at its own expense.

3. The Permittee shall maintain said policies for the full Term of this Construction permit. Failure to maintain insurance coverage shall be deemed a material breach of the Permittee's duties under this Construction permit.

4. If the Permittee's insurance provisions, terms, and coverage, are amended, changed, suspended, expired or cancelled in any fashion, the Permittee shall, to the extent practicable, provide DCR with at least 30 days advance notice thereof.

NOT ANY OFFICIAL COPY NOT ANY OFFICIAL COPY

5. The Permittee shall furnish Certificates of Insurance issued by an insurer or insurers qualified to do business in the Commonwealth. Said Certificates of Insurance must be provided for review and approval to the address listed below prior to execution of the Permit.

DEPARTMENT OF CONSERVATION AND RECREATION

CONSTRUCTION ACCESS PERMITS

PERMIT NO: 25811

251 CAUSEWAY STREET, SUITE 700

BOSTON, MASSACHUSETTS 02114

6. Failure to furnish said Certificates of Insurance and/or policies shall be deemed a material breach of the Permittee's duties under this Permit but in no way shall release Permittee of its obligations herein.

7. The Commonwealth of Massachusetts, including its DCR, shall be named as an additional insured on all policies specified herein, except that in regard to section M.12 the Commonwealth shall be named as an additional insured only on the contractors pollution liability portion of the professional/contractors pollution liability policies per policy endorsements.

8. General Liability: The Permittee shall carry General Liability Insurance in the minimum amount of $1,000,000 per occurrence, $2,000,000 in the aggregate.

9. Public/Products Liability Insurance. The Permittee shall carry public liability insurance as to third persons, and products liability insurance against claims based upon the services provided, in the minimum amount of One Million Dollars ($1,000,000) in the event of death or injury to one individual, and a minimum of Two Million Dollars ($2,000,000) in the event of death or injury to more than one individual, or such other amounts of liability insurance coverage the DCR shall reasonably require from time to time.

10. Fire and Casualty Insurance. The Permittee and or their contractor shall carry fire and casualty liability insurance in a minimum amount equal to the fair market value of the structure(s) located upon the Premises, if required by DCR.

11. Professional/Environmental Impairment Liability Insurance: Unless specifically excluded in writing in the Special Conditions of this Permit, the Permittee shall carry, or shall cause its contractor to carry, Environmental Impairment Liability Insurance, and shall cause its consultants to carry Professional Liability Insurance, that includes coverage for environmental contamination, bodily injury and/or property damage arising out of acts, errors and omissions of Permittee or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of one million dollars ($1,000,000) for each claim and three million dollars ($3,000,000) in the aggregate. Coverage includes claims based upon or arising out of underground storage tanks. Notwithstanding any contrary provisions section, said Professional Liability and Environmental Impairment Liability Insurance may be written on a "claims made" basis provided that the insurance coverage is maintained during the full term of this Permit and for at least three (3) years after the expiration of the Term.

12. Automobile Bodily Injury and Property Damage Liability Insurance in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the activities under this License. The limits of liability of such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

13. If the Permittee's and/or their contractor's insurance provisions, terms, coverage, etc. are amended, changed, suspended, expired or cancelled in any fashion, the Permittee must notify the DCR verbally immediately and shall notify the DCR in writing within five (5) business days.

N. HAZARDS ~ PHYSICAL, ENVIRONMENTAL AND CHEMICAL

1. The Permittee shall periodically inspect all areas used by the public in and around the Premises for the presence of unsafe or hazardous conditions and shall promptly remedy such conditions when found and shall promptly report the conditions to the DCR. The Permittee shall develop an accident reporting system and shall ensure that all employees understand and comply with said system. The Permittee shall make and preserve records of all accidents, emergencies and administration of medical aid on the Premises.

2. The Permittee shall immediately verbally notify DCR of any injuries, property damage or related incidents that occur on the Premises and shall provide written notice to the DCR Regional Engineer within five (5) calendar days of said incident. The written notice shall provide a detailed account of the incident, including, but not limited to, the nature of the incident, the names of any individuals involved and the names of any and all witnesses, all phone numbers, addresses, and contact information of affected individuals and witnesses, and the names of any agencies (federal, state, and/or local) that responded to the incident.

NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY

3. If the Permittee is notified by any regulatory agency having authority over the Premises that the Premises operations are in violation of an applicable rule, regulation or statute, the Permittee shall take immediate action to cure said violation. If the Permittee fails to take prompt remedial measures, the DCR may suspend the operations on any part or all of the Premises.

4. The Permittee shall not release, discharge or similarly dispose of hazardous substances, chemicals or materials.

5. Without limiting any of Permittee's obligations under this or any other Section of this Permit, Permittee agrees that it shall not cause any hazardous materials to be used, (with the exception of oil and other petroleum products contained within and necessary for the equipment utilized during the Permitted Uses), generated, stored or disposed of on, under or about, or transported to, from or through the Premises, except for soil, groundwater or any other material originating on the Premises and removed from the Premises by Permittee as required for the Permitted Uses (e.g., drill cuttings and soil samples, and excavated soil). Permittee assumes full liability and responsibility for such soil, groundwater or other material removed from and not replaced on the Premises including, but not limited to, responsibility for ensuring that the handling, treatment, transport, storage and/or disposal of these materials is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.

6. If Permittee's use of the Premises results in the need for a further response action under applicable environmental laws (other than the c. 21E response actions being undertaken as described in the Scope of Work), the Permittee shall give immediate telephone notice to DCR by calling the Environmental Section Head, Robert Lowell at (617) 626-1340. Without limiting any other provision of this Permit, completion of any such response action shall be the sole responsibility of the Permittee, shall be performed in accordance with applicable environmental laws at Permittee's sole expense, and shall not be performed without the prior approval of DCR unless an emergency situation exists and approval cannot be obtained. DCR reserves the right to supervise Permittee's contractor(s) implementing any such response action, and all submittals required to be made to any regulatory agency must be reviewed and approved by DCR.

7. For the purposes of this Permit, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous wastes", "hazardous materials", "oil" or "asbestos" in any federal or state statute concerning hazardous substances, wastes or materials now or hereafter enacted, including all regulations adopted or publications promulgated hereunder.

8. Pesticide applications may be allowed with written permission by DCR. If allowed, only those materials approved and registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on the Premises. Label instructions shall be strictly followed in the preparation and application of pesticides and other hazardous substances and disposal of excess materials and containers. Any and all applicators shall be duly licensed by the Commonwealth and the U.S. Environmental Protection Agency. Use of said materials must have prior authorization from DCR.

9. The Permittee assumes all risk associated with any environmental condition within the subject property and shall be solely responsible for all costs associated with evaluating, assessing and remediating, in accordance with all applicable laws, any environmental contamination (1) discovered during the Permittee's work or activities under this permit to the extent such evaluation, assessment or remediation is required for Permittee's work, or (2) resulting from Permittee's work or activities under this permit. Permittee shall notify DCR of any such assessment and remediation activities for review and approval of proposed activities; except for emergency containment. The Permittee is hereby held solely responsible for obtaining and maintaining any and all environmental compliance permits required by local, state and federal laws and regulations when regular or emergency work is proposed within, or in close proximity to, any wetland area.

10. In the event the Permittee learns of any release of oil or hazardous material or any other emergency within or from the Permitted Area, in addition to providing any regulatory notice required by any local, state or federal law or regulation, the Permittee shall provide notice of any such release or other emergency to DCR as soon as practicable

thereafter, but not more than three (3) hours following any such release or emergency. Notice shall be given orally by telephone to the DCR Operations Control Center at (617) 946-3150. In the case of a release or other environmental emergency, notice must also be given in writing within twelve (12) hours, deposited in the United States mail, certified, return receipt requested, postage prepaid to:

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

DEPARTMENT OF CONSERVATION AND RECREATION
21 CAUSEWAY ST., SUITE 700
BOSTON, MA 02114
ATTN: ROBERT LOWELL

11. In the event that the Permittee may impact contaminated soil and/or groundwater through permitted activities, the result may require site characterization under the supervision of a Licensed Site Professional (LSP). In this instance, the Permittee shall cease work and obtain from the Massachusetts Department of Environmental Protection (Mass DEP) a written approval of a Response Abatement Measure (RAM) Plan (per 310 CMR 40) for the Permitted Uses to continue. The Permittee and its LSP shall oversee work in the Permitted Area to ensure that:
    a. Worker health and safety is protected.
    b. Soil generated and to be removed, if any, is properly disposed of in accordance with M.G.L. c. 21E / Massachusetts Contingency Plan and other applicable state and federal law
    c. The RAM is properly implemented and completed. Disposal, if any, of such soil shall be done under the supervision of an LSP and certified by the LSP to Mass DEP.

O. LAND MARKERS AND MONUMENTS

1. The Permittee shall take reasonable precautions to protect all public land survey monuments, public land boundary markers and private property corners.
2. In the event that any such markers or monuments are disturbed or destroyed, the Permittee shall take appropriate action to reestablish them in accordance with specifications of the town or county surveyor, or the DCR.

P. TERMINATION

1. The nature of this Permit is a revocable license. As such, the DCR may terminate, with or without cause, upon written or oral notice to the Permittee, at which time all work associated with the permit will immediately end. If applicable, thereafter, the Permittee may cure or remedy such matter within no more than twenty four (24) hours. If the Permittee does not satisfactorily remedy or cure said matter, this Permit will be deemed terminated. If this Permit is revoked or terminated, Permittee shall not be relieved of liability to DCR or the Commonwealth for arrears in any fees or for any other injury, cost, liability or damage sustained or for any response action required or identified as needed as result of a Permittee's entry and/or use of the Premises, whether occurring before or after such termination.
2. All obligations required of the Permittee under the terms of this Permit shall expressively survive the given termination/expiration date until such obligations are completed to the satisfaction of the DCR.

Q. NON-DISCRIMINATION

1. The Permittee acknowledges that there shall be no discrimination against any employee who is employed in the work covered by this Permit, or against any applicant for such employment, based on race, color, religion, sex, sexual orientation, age, national origin, veterans' status, or physical or mental handicap.
2. The Permittee shall comply with all applicable federal and state statutes, and rules and regulations promulgated there-under prohibiting discrimination in employment.

R. STATUS OF PERMITTEE

1. The relationship of the Permittee to the Commonwealth of Massachusetts and the DCR is that of a Licensee. The Permittee covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commonwealth by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Commonwealth of Massachusetts, including, but not limited to, Worker's Compensation Coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.
2. Nothing herein contained shall create or be construed as creating a co-partnership between the DCR and the Permittee or to constitute the Permittee as an agent of the DCR.

3. The Permittee acknowledges that this Permit does not confer any rights in real property to the Permittee. As a licensee, the Permittee may enter and use the Premises solely for those purposes contained in this Permit. Any use of the Premises by the Permittee that is inconsistent with the terms of this Permit shall be deemed a material breach of the Permittee's rights and obligations under this Permit.

UNOFFICIAL COPY UNOFFICIAL COPY

S. MERGER

1. All Attachments or Exhibits to this Permit are hereby incorporated by reference and become part of this Permit. Any failure to comply with the terms and conditions contained in any Attachment or Exhibit by either party constitutes a breach of this Permit. The Attachments and Exhibits are intended to be used to clarify the terms of this Permit. In the event there is an irreconcilable conflict between the terms of this Permit and those contained in an Attachment or Exhibit, the term contained in this Permit shall supersede.
2. Plans and documents, including, but not limited to, TMP, pedestrian and vehicle plans, and MUTCD specifications, which are submitted to and approved by the DCR, are hereby incorporated by reference and become part of this Permit.

T. WAIVER

1. No waiver during the term of this Permit, by either party, of any term, condition or covenant of this Permit shall be deemed a waiver at any time thereafter of the same provision or of any other provision contained herein, or of the strict and prompt performance thereof.

U. FORCE MAJEURE

1. Neither party shall be liable to perform its part of this Permit when such failure is due to fire, flood, war, riot, insurrection and/or other catastrophe beyond the control of the parties.

V. SEVERABILITY

1. If any provision of this Permit, or portion of such provision, is held invalid, the remainder of this Permit shall continue in full effect.

W. MODIFICATIONS OR AMENDMENTS

1. Modifications or amendments to this Permit shall be in writing and duly executed by both parties hereto to be effective.

X. ASSIGNMENT AND SUBLETTING

1. Except with the consent of the DCR, this Permit is not transferable.
2. The Permittee shall not assign, sublease, transfer or otherwise dispose of its management responsibilities or of any right, interest or use of the Premises covered by this Permit to anyone other than its contractor or parties specifically named in this permit, without the prior written consent of the DCR.
3. Any such disposition without the written consent of the DCR shall constitute a material breach of this Permit, which shall be cause for immediate termination of the Permit by the DCR.
4. The DCR shall not be obligated to recognize any right of any person or entity to any interest in this Permit or to any rights, equipment, structures, or property of the Permittee at the Premises. Any assignments of rights under this Permit are void.
5. The Permittee may not enter into any agreement with any entity or person, except employees of the Permittee, and/or its contractor or parties specifically named in this permit and/or their contractors, to exercise substantial management responsibilities for operation of the Premises without the prior non-electronic written consent of the DCR Commissioner or designee.
6. In the event of any unapproved or prohibited transfer or encumbrance by the Permittee, or in the event of any default of its obligations to persons or entities which are not a Party to the Permit, such person or entity shall not be deemed to have acquired operating rights, privileges, or title to the Premises or real or personal property of the DCR.
7. Any third-party beneficiaries have no enforceable rights under this Permit.

Y. ATTACHMENT

1. The Permittee is not authorized to permit and shall not permit any liens, mortgages or other security interests for any purpose to be attached to the Permitted Area in connection with the Permittee's use of, occupancy of, and/or activities in, around or near the Permitted Area under this Permit, including without limitation any repairs, renovations, alterations, additions, betterments, fixtures and/or improvements to the Permitted Area. The Permittee shall, upon request of DCR, furnish such waivers of any liens, mortgages, and/or any other security interests, as DCR may require and in a form that is satisfactory to DCR. The Permittee shall, upon the request of DCR, furnish such surety bonds as DCR may request and require, as it relates to said waivers. In the event that any liens, mortgages, or other security interests are attached to the Permitted Area or any part thereof or improvement thereto, the Permittee shall forthwith cause such liens, mortgages, and/or security interests to be released of record without cost to DCR.

Z. NOTICE

1. For purposes of this Permit, the parties hereto shall, unless otherwise indicated below, be deemed duly notified of any information or issues arising from the operation of this Permit in accordance with the terms and provisions hereof only if written notices are provided by first class mail, overnight mail or hand delivered or fax delivery with confirmation to the parties noted in the Notices and Contacts section, (DCR Construction Permits Director; DCR Region Manager, and (DCR Chief Engineer) subject to change upon notice in writing to that effect;
2. If the permitted work site encompasses and or encroaches upon designated parking spaces and or parking areas, the Permittee will install additional signage indicating the parking restriction.
    a. The "TEMPORARY PARKING RESTRICTIONS" signage must be installed at least 48 hours prior to the start of each portion of the permitted work. A copy of the parking restriction along with the date and time it was posted must be emailed to kathy.delucca@state.ma.us [617-262-1418] or Faxed to 1-617-626-1472. Should the Permittee not post within the specified time, they will be responsible for any towing reimbursement that may occur.
    b. Should the parking spaces and/or parking areas be located in a residential neighborhood the Permittee will provide written notice (mailed or posted) to area residents who may be impacted, at least 72 hours prior to use of the parking space. This notice may include leafleting all cars and mailboxes within 150 feet of the restricted parking area. A description of how you notified the neighbors plus a copy of the parking restriction including the date and time it was posted must be emailed to kathy.delucca@state.ma.us or Faxed to 1-617-626-1472.
3. Before any work is started, the Permittee will provide notice to parties indicated in the Special Conditions and the Notices and Contacts section.
4. The Permittee will supply a written work schedule prior to the commencement of work, and will update the schedule at the time of 50% and 80% completion to parties indicated in the Special Conditions and Notices and Contact section.
5. At least seventy-two (72) hours prior to removing any vegetation from the Premises, notice shall be provided to the DCR Landscape Architect (as specified in the Notices and Contacts section).

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

ATTACHMENT A

6/15/2017

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

DCR permit: # 25811

Location: #Unguity Road in Milton

Requested by Town of Milton

DCR Parkways Section Review by Gerard Moore phone # 617-626-1371

Comments

1. Please use DCR specifications for proposed Pedestrian Ramps, curbing, and sidewalks. Please see attached specifications. See attached general requirements for DCR permits.

Sincerely,

Gerard Moore

Parkways Project Engineer

CDF-MANDATED BOILERPLATE COMMENTS
(i.e. Type 2-E, Flowable/Excavatable Required
& CDF must be allowed to FULLY CURE)

NOT AN OFFICIAL COPY

For all work in DCR roadways and sidewalks, the applicant needs to adhere to the following conditions.

In non-trench areas of parkways or sidewalks requiring repairs, MassDOT-"Type C" Gravel (2" max aggregate size) shall be the subgrade material, and it shall be mechanically compacted in six-inch (6") lifts.

Controlled-density Fill (C.D.F.) for Backfilling Parkway-area and Sidewalk-area Trenches:

Controlled-density Fill, "CDF" shall be used for backfilling trenches made in parkway or sidewalk pavement. The CDF shall conform to **MassDOT-Type 2E, "Flowable & Excavatable"**. (If the permit applicant needs to use a backfill material with higher strength characteristics than MassDOT-"Type 2E" CDF, then the applicant can request a waiver to substitute that higher strength backfill)

The applicant is responsible for allowing sufficient curing time for the CDF prior to installing pavement material. Extra caution needs to be exercised in areas of high water table (see next section, "STEEL PLATES")

The CDF shall be placed so as to allow enough room for a depth of pavement replacement that matches existing pavement thickness, or conforms to Attachment #1 "Typical Repair Methods", whichever pavement depth is DEEPER.

C.D.F. NOTES:

-The Permit Applicant can propose the use of "mobile mixing" companies that provide CDF mixed on-site.
-The CDF used may also include a corrosion inhibitor ("DCI"), providing that doesn't weaken the final strength of the CDF.
-If the applicant is concerned about future leak-detection, the DCR will consider the use of a "coarser" CDF mix that utilizes 3/8" stone (for a higher void ratio), if the applicant can furnish documentation showing that that variety of CDF is acceptable as a roadway subbase material.
-a complete mix design for the CDF must be submitted for review & approval prior to start of work

Pavement Trimming:

Only sawcutting (without overcuts) shall be allowed as a means of creating the final/"permanent" edge between existing and new hot-mix asphalt or cement concrete on any parkway or sidewalk. All accidental overcuts shall be filled with bituminous joint sealer. The standard **"cutback"** for all permanent pavement patches shall be 12" beyond the original pavement cuts made to perform the Contractor's work. If, upon completion of the permanent patch, there would be less than twenty-four inches (24") as measured from the nearest granite curbing (or berm), to the nearest parallel edge of the final trench patch (including overcut), then the trench-patch shall be expanded, and the face of curbing/berm shall serve as one edge of the permanent pavement patch.

Typical PERMANENT Pavement Patch Design:

In **PARKWAY** areas, after the CDF has fully cured, the Grantee(s) shall excavate a trench, (with 12" overcuts of the original trench) to a minimum depth of seven and a half inches (7-1/2") below the existing surface. Then the Grantee(s) shall replace the paved surface in three courses

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

-4" of Base (SBC-37.5)
-2" of State Dense Binder (SIC-19)
-1-1/2" of Modified State Top (SSC-12.5)

(For course-thicknesses of permanent paving in **SIDEWALK AREAS**, the Grantee(s) can refer to the DCR's "Typical Repair Methods" (attached))

(*Example: If the original trench is 36" wide, and curb is not a limiting factor, then the hot-mix asphalt bituminous portion of the permanent pavement patch shall be 60" wide and at least 7-1/2" deep).* **(see next paragraph, "THICKNESSES")**

THICKNESSES:

Pavement replacement thickness must match the existing pavement thickness, or conform to Attachment #1 "Typical Repair Methods", whichever pavement depth is DEEPER. However, the applicant can request from DCR Permits, permission to pave a total thickness of 7-1/2", as outlined above, if the existing asphalt layer is inordinately thick.

All abutting edges of existing pavement (vertical and horizontal) shall be coated with Bitumen for Tack Coat RS-1 Emulsion immediately prior to the placement of the permanent patch.

All hot-mix asphalt surfaces (vertical and horizontal) shall be coated with emulsion tack coat immediately prior to placing any new hot-mix asphalt layer.

Reflectorized Drums with Flashers:

All flashers and "steady-burn" lights on drums must be in good working order, and drums need to have reflectorized strips around them to increase their visibility.

TRENCHING NOTE:

Wherever a trench is to be dug to a depth of five feet or more, that trench shall be sheeted and braced in conformity with the rules and regulations for the prevention of accidents in construction operations pursuant to Section 129A of Chapter 149 of the Massachusetts General Laws. It may be possible to substitute sheeting/bracing with a trench box on a case-by-case basis, but only with prior written approval from the DCR Permits Section.

STEEL PLATES:

(Note: Steel plates create a slippery surface, and should only be used when necessary. Steel plates may need to be recessed, so that they are flush with the parkway surface. Steel plates must not remain over the weekend. The Grantee(s) should schedule the work accordingly.)

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

Any steel plates used shall not be vulnerable to flexing (or lateral movement due to vehicular traffic) during non-work hours

Where any gaps exist between the plate and the roadway surface, "cold-patch" asphalt mix shall be used to fill those voids

The 2 main reasons for this are as follows:

1.) Plates are less likely to flex and move laterally overnight
2.) Abutters will be subjected to the least amount of noise pollution during non-work hours

Pavement Markings:

All pavement markings removed/damaged during the course of construction must be replaced with markings matching the configuration, color, width and type (thermoplastic, paint, etc.) of the markings removed.

Pavement Patch Quality Control:

All trenches and affected curbing shall be maintained by the Grantee(s) from the inception of this project, until the affected property has been restored to "equal or better" condition.

Sidewalk & Curbing Repair Conditions:

-Any sidewalk replacement shall conform to the most recent A.D.A. or A.A.B. handicapped accessibility standards, whichever is more stringent.

O F F I C I A L O F F I C I A L

-Any fine-grading of sidewalk subgrade soils that may be required above the CDF layer, before sidewalk installation, shall be accomplished with MassDOT-M1.03.0 "Type C", Gravel Borrow (2" = max. stone size)

-Any sidewalk damaged must be replaced with a material matching the existing sidewalk surface (hot-mix asphalt or cement concrete), and the replacement shall conform with the following:

Cement Concrete Sidewalks (with OR without driveways)
Please see DCR – "Typical Repair Methods" (Note # 4.)

Six-Inch (6") thick cement concrete (4,000 psi, ¾" aggregate) shall be used.
All concrete sidewalk shall include 6" x 6" welded-wire mesh throughout
-Mesh shall be Gage No. 10 wire per ASTM Specification A185.
-Only sheet mesh shall be used. **(Rolled mesh shall not be permitted.)**
-Mesh shall rest on reinforcement "chairs" or concrete bricks, spaced at 36" maximum in every direction to keep the mesh from deforming during cement concrete placement.
-Mesh shall be installed at mid-depth in the concrete (i.e. 3" down).

The limits of the sidewalk repair shall include the entire work area and extend to the nearest sidewalk control joint. Sawcuts shall be made along those joints and only full, complete concrete sidewalk panels shall be removed. All demolished concrete walkway shall be removed from DCR property and legally disposed of off of DCR property.

***** WINTER CONCRETE NOTE *****
If applicant is placing cement concrete sidewalk between November 15 & April 15, then the concrete repair must be covered completely with insulated blankets, and protected from all vehicle traffic and pedestrian traffic for a minimum of forty-eight (48) hours after placement***

Hot-Mix Asphalt Sidewalks (at driveways)
Please see DCR – "Typical Repair Methods" (Note # 3A.)
Hot-Mix Asphalt Sidewalks (without driveways)
Please see DCR – "Typical Repair Methods" (Note # 3B.)

Concrete in front of and in back of Curbing:

For all edgestone/ curbing being reset or replaced:
On both the front and back of curbing/edgestone, 2,000 p.s.i. cement concrete (with a 6" x 6" profile) shall be installed for the entire length of curbing/ edgestone being reset or replaced, and the top surface of both front and back sections of this cement concrete shall be 1-1/2" lower than the finished roadway elevation.

Sidewalk & Curbing Repair Conditions (continued):

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

Detectable Warning Panels

PLEASE NOTE, Detectable Warning Panels are required for any pedestrian ramp.

DCR Policy on Detectable Warning Panel COLOR:
The detectable warning panels for cement concrete pedestrian ramps shall be "brick-colored", and "safety yellow" for hot-mix asphalt pedestrian ramps. Exceptions to this would be possible, subject to the approval of the Chief Engineer, if, for example, the Engineer is trying to match the color of existing, nearby pedestrian ramp warning panels.

For Detectable Warning Panels:
The panel can be precast concrete, cast-in-place concrete or other suitable material permanently applied to the ramp. The Contractor is urged to visit the US Access Board's website for a list of manufacturers for these panels.

(visit www.access-board.com click on "Publications", go to "Public Rights of Way", go to "Detectable Warnings: Synthesis of US and International Practice")

As-Built Plan(s):
The DCR requires a copy of as-built plan(s) for this work, so that we can update our records.

If there are any questions, please call me at 617-626-1371

Sincerely,

Gerard Moore
DCR – Parkways Project Engineer

The Commonwealth of Massachusetts
Department of Public Safety
One Ashburton Place, Room 1301
Boston, Massachusetts 02108-1618
www.mass.gov/dps

NOT AN OFFICIAL DOCUMENT

Reset Form
Print Form
Submit by Email

NOTICE OF ISSUANCE OF PERMIT FOR THE EXCAVATION OF TRENCHES*

Public Agency: DCR Colleges:

Name of Permitting Authority: DCR Engineering

Location of the Excavation as Indicated on the Permit Filed with the Permitting Authority:

Name of Location:

Street Address: Unquity Rd (42°14'23.4"N 71°05'36.2"W)

City: Milton State: MA Zip Code:

Name of the Excavator/Permit Holder: TBD

24 hour emergency contact phone number. 508-621-0876

Anticipated Date to Begin the Trench Operation: 19/10/2017

Anticipated Date to Conclude the Trench Operation: 27/11/2020

Brief Description of Work: Installation of a New Road

*The public agency issuing the the permit shall electronically notify the Department of Public Safety of the permit's issuance. 520 CMR 14.03 (2) (c)

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

ATTACHMENT B

Traffic Advisory Request Form

NOT AN OFFICIAL COPY

For Permit 25811

NOT AN OFFICIAL COPY

Requestor: Town of Milton

Date To Be Sent: 48 Hours Prior to Start Date

Date(s): _____

Time(s): **9:00 AM TO 3:30 PM M-F (ONLY WHEN WORKING ON OR ADJACENT TO UNQUITY RD)**

Affected Roadway(s) and Direction: **UNQUITY RD**

Cross Street/Roadway/Structure Boundaries: _____

Affect on Roadway(s): **(RI)**

Reason for Advisory: **Roadway Access to Unquity Rd**

Police Detail: **YES**

Additional Information: _____

DCR Permit No. 25811

Massachusetts

NOT AN OFFICIAL COPY

Supervisor Notification Form

For Permit 25811

NOT AN OFFICIAL COPY

Requestor: Town of Milton

Date To Be Sent: 48 Hours Prior to Start Date

Date(s): _____*

Time(s): **9:00 AM TO 3:30 PM M-F (ONLY WHEN WORKING ON OR ADJACENT TO UNQUITY RD)***

*ANY CHANGES TO DATE OR TIME MUST BE APPROVED 48 HOURS BEFORE NEEDED

Project Supervisor: _____

Cell/Contact Number: _____

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

NORFOLK COUNTY REGISTRY OF DEEDS

This page intentionally left blank.

Bk 38178 Pg339 #78227
08-04-2020 @ 03:09p

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

135 GOVERNOR STOUGHTON LANE, MILTON, MA

(Space Above for Recorder's Use)

(Final)

EASEMENT AGREEMENT REGARDING OPEN SPACE PARCEL 3

THIS EASEMENT AGREEMENT is made and entered into as of the 1st day of July, 2020 by and among (A) PULTE HOMES OF NEW ENGLAND, LLC, a Michigan limited liability company, authorized to do business in Massachusetts with a business address of 115 Flanders Road, Westborough, Massachusetts ("Owner"), (B) Town of Milton, Massachusetts by its Select Board, acting as Trustees under the will of William Stoughton (Suffolk County Probate Case No. 2675) ("Trustees"), and(C) Town of Milton, Massachusetts, a Massachusetts municipality by its Select Board, acting as a Select Board with an address of Milton Town Office Building, 525 Canton Avenue, Milton, MA 02186 ("Town"), with respect to the following:

WITNESSETH:

WHEREAS, Owner is the fee simple owner of certain real property located in Norfolk County (the "County"), Massachusetts consisting of Open Space 3 which is shown as "Open Space 3 3206+/- sf " (herein "Open Space 3") on a plan entitled, "Definitive Subdivision Plan, Milton Woods, in Milton, MA Prepared for Pulte Homes of New England, LLC, dated November 9, 2018, drawn by Marchionda & Associates, L.P." and filed with the Norfolk County Registry of Deeds (the "Registry") in Plan Book 666 as Plan Pages 71 through 98 (the "Plan"); and

WHEREAS, Owner's Milton Woods Subdivision including Open Space 3 has the benefit of and is subject to the Special Permit issued by the Town of Milton dated April 13, 2017 and recorded in Book 35777, Page 266, as affected by the First Amendment to Special Permit by the Town of Milton dated November 21, 2017 and recorded in Book 35777, Page 366 (collectively, and as may be further amended, referred to herein as the "Special Permit"); and

WHEREAS, pursuant to the Special Permit, Open Space 3 is to contain an emergency access drive, over which Owner is to provide easement rights to the Town for emergency access and daytime public foot and bicycle access in the form of a 12 foot wide all-weather surface constructed with grass pavers, extending to the existing impervious surface of the Trustees' Land, and installation of a gate which will prevent unauthorized cut-through traffic without

WILLIAM P. O'DONNELL, REGISTER
NORFOLK COUNTY REGISTRY OF DEEDS
RECEIVED & RECORDED ELECTRONICALLY

unduly delaying access by emergency vehicles and which will permit safe and convenient daytime pedestrian and bicycle access, (herein, the "Open Space 3 Access Easement Uses"); and

NOT OFFICIAL NOT OFFICIAL

WHEREAS, the Parties hereto wish to make appropriate provisions for said Open Space 3 Access Easement Uses.

NOW, THEREFORE, in consideration of the foregoing and the rights and covenants contained herein, each of Owner and the Town and their successors and assigns, hereby agree as more particularly set forth herein:

1. Easements over Open Space 3 in Favor of the Trustees and the Town.

(A) Owner hereby conveys to the Trustees and the Town, and the successors, heirs and assigns of each, the following perpetual easements ("Open Space 3 Access Easements"):

> The non-exclusive easements, rights-of-way and rights and privileges of use, access, ingress and egress for the benefit of the Trustees, in their capacity as Trustees and not individually, and the Town and in conjunction with the same rights and privileges of Owner and others legally entitled thereto, to, from, upon, and passage through and across the travel-way portion of Open Space 3 (that is, the emergency access drive as constructed by Owner on, through and across Open Space 3), for purposes of emergency access to and from, as well as the right for daytime public foot and bicycle access (namely, all of the "Open Space 3 Access Easement Uses" as noted above as being required by the Special Permit.

(B) Indemnification. To the extent allowed by law, the Trustees, in their capacity as Trustees and not individually, and the Town shall indemnify the Owner against all injuries, losses, liabilities, damages and other expenses, including without limitation reasonable attorneys' fees, costs and expenses which may be imposed upon, incurred by or asserted against Owner by reason of any of the following occurring in connection with the Open Space 3 Easement:

> i. any negligence on the part of the Trustees and the Town or its agents, contractors, subcontractors, servants, employees, independent contractors, licensees or invitees; and/or
>
> ii. any failure on the part of the Trustees and the Town to perform or comply with any covenant, terms and/or conditions required to be performed or complied with by the Town under this instrument.

2. Non-Interference.

Subject to the terms and conditions hereof, and except as required by the Special Permit, neither the Trustees, nor the Town nor Owner shall erect a barrier, fence or other obstruction so as to impede or interfere in any way with the Open Space 3 Easement.

3. Perpetuity of Agreement.

The terms, covenants, obligations and agreements set forth herein shall be binding upon and inure to the benefit of the Owner, the Trustees and the Town, respectively, and their respective heirs, successors and assigns, and shall be perpetual and construed to run with the Open Space 3.

NOT AN OFFICIAL DOCUMENT
COPY
NOT AN OFFICIAL DOCUMENT
COPY

4. Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including use of personal couriers, such as FedEx), or sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile transmission and shall be deemed received upon the earlier of (i) if personally delivered or if delivered by facsimile transmission, the date of delivery to the address of the person to receive such notice as evidenced by the records of the personal delivery service or the facsimile transmission record, or (ii) if mailed, three (3) business days after the date of posting by the United States post office. Electronic mail addresses set forth below are for convenience only, and not for notices required or permitted by this Agreement.

To Owner:

PULTE HOMES OF NEW ENGLAND LLC
Attention: James R. McCabe
115 Flanders Road
Westborough, MA 01581
Telephone: (508) 870-9999
Facsimile: (508) 870-0408
Email: Jim.McCabe @Pulte.com

To Owner's Attorney:

JOHNSON & BORENSTEIN, LLC
12 Chestnut Street
Andover, MA 01810
Attention: Mark Johnson, Esquire
Telephone: (978) 475-4488
Facsimile: (978) 475-6703
Email: mark@jbllclaw.com

To the Trustees and/or the Town:

TOWN OF MILTON
ATTN: Michael D. Dennehy
Milton Town Administrator
Milton Town Office Building
525 Canton Avenue
Milton, MA 02186

With a copy to:

Office of Milton Town Counsel
MURPHY, HESSE, TOOMEY & LEHANE, LLP
ATTN: Kevin Freytag, Esquire
300 Crown Colony Drive, Suite 410
Quincy, MA 02169
Telephone: (617) 479-5000
Facsimile: (617) 479-6469

N O T A N O F F I C I A L C O P Y

Email: kfreytag@mhtl.com

N O T A N O F F I C I A L C O P Y

Notice of change of address shall be given by written notice in the manner detailed in this Section 4. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

5. Limitation of Liability.

Any person or entity acquiring fee or leasehold title to Open Space 3 or any portion thereof, shall be bound by this Agreement only as to the portion thereof acquired by such person or entity. In addition, such person or entity shall be bound by this Agreement only during the period such person or entity is the fee or leasehold owner of Open Space 3 or any portion thereof, and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons or entities may be released under this paragraph, the easements, covenants and obligations in this Agreement shall run with the land and shall continue to be benefits to and servitudes upon Open Space 3 or any portion thereof.

6. Amendments.

This Agreement may be amended by, and only by, a written agreement which shall be deemed effective only when recorded in the Norfolk County Registry of Deeds. No such amendment (i) shall be binding upon Open Space 3 unless such amendment is executed by the owner of Open Space 3, or (ii) shall be binding upon any party holding any mortgage or deed of trust with respect to Open Space 3 until such holder has consented to such amendment. Further, no cancellation or attempted cancellation of this Agreement shall be effective unless the instrument of cancellation is also executed by the owner of Open Space 3 and by each party holding a mortgage or deed of trust with respect to Open Space 3.

7. Non-Waiver.

The failure of the Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which the Owner may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

8. Severability.

All rights provided herein may be exercised only to the extent that the exercise thereof does not violate then applicable law and shall be limited to the extent necessary to render the remaining covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held *illegal* or unenforceable by final judgement or decree of a court of competent jurisdiction, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

9. Governing Law. This Instrument shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

O F F I C I A L O F F I C I A L
C O P Y C O P Y

10. This Agreement represents the entire agreement of the parties with respect to the subject matter herein contained and supersedes all other prior agreements, whether written or oral.

11. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be one and same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement under seal as of the day and year first written above.

O F F I C I A L
C O P Y
O F F I C I A L
C O P Y

Town of Milton, Massachusetts, by its Select Board, acting (i) as Trustees under the will of William Stoughton (Suffolk County Probate Case No. 2675) and (ii) on behalf the Town of Milton, Massachusetts, in its own right

By: Melinda A. Collins
Melinda A. Collins, Chair

By: Kathleen M. Conlon
Kathleen M. Conlon, Vice-Chair

By:
Arthur J. Doyle, Secretary

By:
Richard G. Wells, Jr., Member

By:
Michael F. Zullas, Member

Commonwealth of Massachusetts

NORFOLK, ss.

On this 21st day of July, 2020, before me, the undersigned notary public, personally appeared Melinda A. Collins, Select Board Chair for the Town of Milton, Massachusetts, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned. to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and in her/his capacity as aforesaid.

Christine M Stanton
Notary Public
My commission expires: 2/25/2022

CHRISTINE M. STANTON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2022

Commonwealth of Massachusetts

NORFOLK, ss. N O T A N O F F I C I A L N O T A N O F F I C I A L

On this 20th day of JANUARY, 2020, before me, the undersigned notary public, personally appeared Kathleen M. Conlon, Select Board Vice-Chair for the Town of Milton, Massachusetts, proved to me through satisfactory evidence of identification, which was ☑ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and in her/his capacity as aforesaid.

CHRISTINE M. STANTON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2022

Christine M Stanton
Notary Public
My commission expires: 2/25/22

Commonwealth of Massachusetts

NORFOLK, ss.

On this 20th day of JAN, 2020, before me, the undersigned notary public, personally appeared Arthur J. Doyle, Select Board Secretary for the Town of Milton, Massachusetts, proved to me through satisfactory evidence of identification, which was ☑ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and in her/his capacity as aforesaid.

Christine M Stanton
Notary Public
My commission expires: 2/25/22

CHRISTINE M. STANTON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2022

Commonwealth of Massachusetts

Norfolk, ss.

On this 7th day of July, 2020, before me, the undersigned notary public, personally appeared Richard G. Wells, Jr., Select Board Member for the Town of Milton, Massachusetts, proved to me through satisfactory evidence of identification, which was ☑ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and in her/his capacity as aforesaid.

Christine Stanton
Notary Public
My commission expires: 2/25/22

CHRISTINE M. STANTON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2022

Commonwealth of Massachusetts

Norfolk, ss.

On this 7th day of July, 2020, before me, the undersigned notary public, personally appeared Michael F. Zullas, Select Board Member for the Town of Milton, Massachusetts, proved to me through satisfactory evidence of identification, which was ☑ photographic identification with signature issued by a federal or state government agency, ☐ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and in her/his capacity as aforesaid.

Christine Stanton
Notary Public
My commission expires: 2/25/22

CHRISTINE M. STANTON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2022

NOT AN OFFICIAL COPY

Owner PULTE HOMES OF NEW ENGLAND, LLC,
a Michigan limited liability company

By: _____
Name: James R. McCabe
Title: Duly authorized signatory

COMMONWEALTH/STATE OF Massachusetts

COUNTY OF Worcester

On this 21 day of May, 2020, before me, the undersigned notary public, personally appeared James R. McCabe, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as authorized signatory for Pulte Homes of New England LLC.

_____
Notary Public Suzanne Bourque

(AFFIX SEAL)

My commission expires: 3/12/21

SUZANNE M. BOURQUE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 12, 2021

Bk 40847 Pg40 #86241
10-03-2022 @ 09:05a

NOT
AN
OFFICIAL
COPY

NOT
AN
OFFICIAL
COPY

SEE PLAN FILED IN
PLAN BOOK 715 PAGE 81-82

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA
CERTIFY
WILLIAM P. O'DONNELL, REGISTER

QUITCLAIM DEED & GRANT OF EASEMENT

Pulte Homes of New England, LLC, a Michigan limited liability company with an address at 115 Flanders Road, Westborough, MA 01581.

for consideration paid, and in full consideration of **One Dollar ($1.00)**

grants to the **Inhabitants of the TOWN OF MILTON**, Norfolk County, Massachusetts having a mailing address c/o Select Board, 525 Canton Avenue, Milton, Massachusetts 02186.

The fee in the roadway consisting of Woodlot Drive, Milton, Norfolk County, Massachusetts (herein, "Woodlot Drive"), and being shown as Woodlot Drive on a plan entitled, "STREET ACCEPTANCE PLAN – WOODLOT DRIVE in Milton, MA Prepared for Pulte Homes of New England, LLC", dated November 18, 2021, drawn by Marchionda & Associates, L.P. and filed with the Norfolk County Registry of Deeds (the "Registry") in Plan Book ____ as Plan Pages __ through __ (the "Plan"), to which reference may be had for a more particular description. See also Metes and Bounds description of said Woodlot Drive set forth in Exhibit A attached hereto.

Included with said grant, as appurtenant to said Woodlot Drive, is the perpetual right and easement, within all Areas shown on said Plan as "Drainage Easement", "Drainage & Access Easement", "Drainage & Access Easement", "Drainage, Utility, Access & Landscape Easement" "Drainage, Utility & Access Easement", "Access & Utility Easement" (collectively the "Drainage Easements") to construct, repair, maintain and replace drainage pipes and drainage structures of any type as are commonly used in the Town of Milton, including without limitation, the right, but not the obligation, to use, construct, inspect, repair and operate and forever maintain said drainage pipes and drainage structures constructed or installed in, through or under the land comprising said Drainage Easements shown as on the Plan referenced herein, and the right to enter on foot and with equipment and vehicles to perform any of said work.

1314171.vJ

N O T N O T

Further, the said Grantor does hereby grant unto the Grantee and its successors and assigns forever, to the extent same are owned by the Grantor, ownership right in all of said drainage basins, drainage pipes, drainage swales, manholes, conduits, fixtures, headwalls and all appurtenances thereto that are now or hereafter may be constructed or installed in, through, or under the land shown as Drainage Easements on the Plan.

The Grantor further grants a non-exclusive Utility Easement in the areas described below, including within said grant, the perpetual right and easement to construct, maintain, operate, repair and replace utility infrastructure, including any and all pipes, manholes, conduits and other appurtenances and structures of any type as are commonly used in the Town of Milton, including, without limitation, the right to construct, inspect, repair, operate and forever maintain wires, cables and piping and utilities and the right to enter on foot and with equipment and vehicles to perform any of said work, all as shown as follows:

All those certain Easement Areas shown on said Plan whose label includes the word "Utility" to which Plan reference may be had for a more particular description.

Further, the Grantor does hereby grant unto Grantee and its successors and assigns forever, to the extent same are owned by the Grantor, ownership right in all of said utility and sewer infrastructure, pipes, manholes, conduits, fixtures, and all appurtenances thereto that are now or hereafter may be constructed or installed in, through, or under said Woodlot Drive.

In addition to the foregoing grants is the perpetual right and easement, within all those certain Easement Areas shown on said Plan whose label includes the word "5' Tree" (collectively the "Tree Easement Areas") to construct, maintain and replace street trees of any type as are commonly used in the Town of Milton, including without limitation, the right, but not the obligation, to use, plant, inspect, replace and forever maintain said street trees constructed or installed in, through or under the land shown as Tree Easement Areas on the Plan referenced herein, and the right to enter on foot and with equipment and vehicles to perform any of said work.

In addition to the foregoing grants is the perpetual right and easement, within all those certain Easement Areas shown on said Plan whose label includes the word "Snow Storage Easement" (collectively the "Snow Storage Areas") to pile, plow, move and store snow, ice, slush and other winter condition precipitation in and on the surface of the said Snow Storage Areas shown on the Plan referenced herein, and the right to enter on foot and with equipment and vehicles to perform any of said Snow Storage activities.

The foregoing conveyance is conveyed subject to the Declaration of Protective Covenants Milton Woods Lots dated February 12, 2019 and recorded in Book 36619, Page 418, as amended by First Amendment to Declaration of Protective Covenants of Milton Woods Lots dated March 20, 2019 and recorded in Book 36693, Page 432

The foregoing grants are conveyed together with the benefit of, and subject to, all Easements, Reservations, Covenants and Restrictions of record, as now in force and applicable, including, without limitation, the following:

N O T A N O F F I C I A L C O P Y

a) Grant of Easement dated February 12, 2019 and recorded with the Registry in Book 36619, Page 426;

N O T A N O F F I C I A L C O P Y

b) Order of Conditions (DEP File No. 046-0507) dated July 27, 2018 and recorded in Book 36206, Page 88.

c) Order of Conditions (DEP File No. 046-0507) dated December 7, 2017 and recorded in Book 35777, Page 249.

d) Order of Conditions (DEP File No. 046-0547) dated January 29, 2019 and recorded in Book 36619, Page 382.

e) Easement Agreement between the Town of Milton and Pulte Homes of New England LLC dated February 1, 2018 and recorded in Book 35777, Page 376.

f) Special Permit by the Town of Milton dated April 13, 2017 and recorded in Book 35777, Page 266.

g) First Amendment to Special Permit by the Town of Milton dated November 21, 2017 and recorded in Book 35777, Page 366.

h) Conservation Restriction to be recorded with the Registry.

Subject to all easements and restrictions set forth in the Deed to Grantor dated January 31, 2018 and duly recorded with the Registry in Book 35777, Page 371.

The land and easements conveyed herein are encumbered by a Special Permit from the Town of Milton recorded with the Norfolk County Registry of Deeds (the "Special Permit").

Being a portion of the same premises conveyed to Pulte Homes of New England LLC by deed of The Town of Milton dated January 31, 2018 and recorded in the Registry in Book 35777, Page 371.

This is a conveyance in the ordinary course of business and is not in contravention of the filed Certificate of Organization for the limited liability company, as it may be amended. Neither this instrument nor any other record with the Registry discloses anything in contravention of M.G.L.c. 156C, §66 and the Grantor limited liability company appears from the records of the Office of the Massachusetts Secretary of State to exist.

The undersigned hereby certifies that he has been authorized on behalf of the limited liability company to make the foregoing conveyance, and he has been authorized by the limited liability company to execute any and all documents necessary to effectuate the sale.

By executing this Document, the undersigned further certifies that he is named in the Operating Agreement and Certificate of Organization as one of the persons authorized to execute,

acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property on behalf of the limited liability company and such authority has not been amended, modified or revoked; that the Operating Agreement authorizes him to take all steps necessary to sell the premises described above on the terms and conditions contained in the deed; and that no member of Pulte Homes of New England LLC has filed for bankruptcy protection.

This conveyance does not constitute the sale or transfer of all or substantially all of the assets within the Commonwealth of Massachusetts of an entity taxed as a corporation.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

IN WITNESS WHEREOF, Pulte Homes of New England LLC, has caused its seal to be hereto affixed and in these presents signed by James McCabe, its Authorized Signatory, this 22nd day of September, 2022.

PULTE HOMES OF NEW ENGLAND LLC

By:
Its: ~~Authorized~~ Signatory

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss. September 21, 2022

On this 22nd day of September, 2022, before me, the undersigned notary public, personally appeared James McCabe, Authorized Signatory for Pulte Homes of New England LLC, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Authorized Signatory for Pulte Homes of New England LLC, and that he has the authority to act in that capacity.

Sheri L. Kraby
Notary Public
My Commission Expires: 04/14/2028

Sheri L. Kraby
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
4/14/28

NOT AN OFFICIAL COPY

ACCEPTANCE

NOT AN OFFICIAL COPY

Acceptance of the foregoing Deed and Grant of Easement by the Town of Milton, acting by and through its duly elected and authorized Select Board pursuant to the votes under Article 27 of the 2022 Town of Milton Annual Town Meeting, , attested copies of which are attached hereto, is acknowledged this 28 day of September, 2022.

TOWN OF MILTON
Select Board

Arthur J. Doyle, Chair

Michael F. Zullas, Vice Chair

Richard G. Wells, Jr., Secretary

Erin G. Bradley

Roxanne Musto
Roxannne Musto

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 28 day of September, 2022, before me, the undersigned notary public, personally appeared Arthur J. Doyle, proved to me through satisfactory evidence of identification which was Drivers License, to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its stated purposes, as a Member of the Select Board of the Town of Milton.

Notary Public
My commission expires 8/18/2028

James D McAuliffe
My Commission Expires
8/18/2028
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

1314171.v1

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

NOT AN OFFICIAL COPY

On this 28 day of September, 2022, before me, the undersigned notary public, personally appeared Michael F. Zullas, proved to me through satisfactory evidence of identification which was Drivers License, to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its stated purposes, as a Member of the Select Board of the Town of Milton.

Notary Public
My commission expires: 8/18/2028

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 28 day of September, 2022, before me, the undersigned notary public, personally appeared Richard G. Wells, Jr., proved to me through satisfactory evidence of identification which was Drivers License, to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its stated purposes, as a Member of the Select Board of the Town of Milton.

Notary Public
My commission expires: 8/18/2028

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 28 day of September, 2022, before me, the undersigned notary public, personally appeared Erin G. Bradley, proved to me through satisfactory evidence of identification which was Drivers License, to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its stated purposes, as a Member of the Select Board of the Town of Milton.

Notary Public
My commission expires: 8/18/2028

NOT OFFICIAL COPY

COMMONWEALTH OF MASSACHUSETTS

NOT OFFICIAL COPY

Norfolk, ss.

On this 28 day of September, 2022, before me, the undersigned notary public, personally appeared Roxanne Musto, proved to me through satisfactory evidence of identification which was Drivers License, to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its stated purposes, as a Member of the Select Board of the Town of Milton.

Notary Public
My commission expires: 8/18/2028

James D McAuliffe
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires 2028

NOT AN OFFICIAL COPY

EXHIBIT A

NOT AN OFFICIAL COPY

That certain parcel of land with any improvements thereon, consisting of Woodlot Drive, Milton, Norfolk County, Massachusetts, and being shown as Woodlot Drive on a plan entitled, "STREET ACCEPTANCE PLAN – WOODLOT DRIVE in Milton, MA Prepared for Pulte Homes of New England, LLC", dated November 18, 2021, drawn by Marchionda & Associates, L.P. and filed with the Norfolk County Registry of Deeds (the "Registry") in Plan Book ____ as Plan Pages __ through __ (the "Plan"), more particularly described as follows:

Woodlot Drive

Beginning at a drill hole in a stone bound located on Unquity Road at the southwesterly intersection with Woodlot Drive;
Thence along Unquity Road with a curve turning to the left with an arc length of 52.97', with a radius of 1231.94' to a drillhole in a stone bound;
Thence with a curve turning to the right with an arc length of 103.13', with a radius of 175.00' to a drillhole in a stone bound;
Thence with a curve turning to the left with an arc length of 231.83', with a radius of 475.00' to a drillhole in a stone bound;
Thence S 63°25'51" E a distance of 99.40' to a drillhole in a stone bound;
Thence with a curve turning to the left with an arc length of 204.64', with a radius of 150.00' to a drillhole in a stone bound;
Thence with a curve turning to the right with an arc length of 144.94', with a radius of 825.00' to a drillhole in a stone bound;
Thence N 48°28'14" E a distance of 447.17' to a drillhole in a stone bound;
Thence with a curve turning to the left with an arc length of 95.21', with a radius of 475.00' to a drillhole in a stone bound;
Thence N 36°59'09" E a distance of 37.42' to a drillhole in a stone bound;
Thence with a curve turning to the right with an arc length of 74.14', with a radius of 325.00';
Thence with a curve turning to the right with an arc length of 41.43', with a radius of 175.00' to a drillhole in a stone bound;
Thence with a curve turning to the left with an arc length of 26.18', with a radius of 45.00' to a drillhole in a stone bound;
Thence with a curve turning to the right with an arc length of 228.52', with a radius of 50.00' to a drillhole in a stone bound;
Thence with a curve turning to the left with an arc length of 48.82', with a radius of 45.00' to a drillhole in a stone bound;
Thence with a curve turning to the left with an arc length of 62.46', with a radius of 275.00' to a drillhole in a stone bound;
Thence S 36°59'09" W a distance of 37.42' to a drillhole in a stone bound;
Thence with a curve turning to the right with an arc length of 105.23', with a radius of 525.00' to a drillhole in a stone bound;

Thence S 48°28'14" W a distance of 447.17' to a drillhole in a stone bound;
Thence with a curve turning to the left with an arc length of 136.16',
with a radius of 775.00', to a drillhole in a stone bound;
Thence with a curve turning to the right with an arc length of 272.85',
with a radius of 200.00', to a drillhole in a stone bound;
Thence N 63°25'51" W a distance of 99.40' to a drillhole in a stone bound;
Thence with a curve turning to the right with an arc length of 256.23',
with a radius of 525.00', to a drillhole in a stone bound;
Thence with a curve turning to the left with an arc length of 58.89',
with a radius of 125.00', to a drillhole in a stone bound;
which is the point of beginning,

having an area of 82,892 square feet, 1.903 acres more or less.

UNOFFICIAL

SUSAN M. GALVIN
Town Clerk

TOWN OF MILTON
MASSACHUSETTS

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY

To Whom It May Concern:

This is to certify that the following is a true copy of Article 27 of the Warrant for the Annual Town Meeting held June 13, 2022, and of the vote passed thereunder.

ARTICLE 27 To see if the Town will vote to accept WOODLOT DRIVE as a public way, and any appurtenant easements thereto, as laid out as shown a plan entitled "As-Built Plans Milton Woods" dated November 18, 2021 prepared by Marchionda & Associates; to see if the Town will vote to authorize the Select Board to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of WOODLOT DRIVE, and any appurtenant drainage, utility or other easements related to said WOODLOT DRIVE and/or to accept grants thereof; to see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide for the purposes of this article; and further to authorize the Select Board and other applicable Town of Milton Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; meaning and intending to accept the remainder of WOODLOT DRIVE, such that the entirety of this named road is accepted by the Town as a public way, or otherwise act thereon.

VOTED. The Town voted to accept WOODLOT DRIVE as a public way, and any appurtenant easements thereto, as laid out as shown a plan entitled "As-Built Plans Milton Woods" dated November 18, 2021 prepared by Marchionda & Associates; to see if the Town will vote to authorize the Select Board to acquire by gift, purchase, eminent domain or otherwise, the fee interest or easements in any land necessary for laying out and acceptance of WOODLOT DRIVE, and any appurtenant drainage, utility or other easements related to said WOODLOT DRIVE and/or to accept grants thereof; to see what sum of money the Town will vote to raise and appropriate, borrow, transfer from available funds or otherwise provide for the purposes of this article; and further to authorize the Select Board and other applicable Town of Milton Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; meaning and intending to accept the remainder of WOODLOT DRIVE, such that the entirety of this named road is accepted by the Town as a public way.

The Moderator declared two thirds vote. YES (172) 89%; NO (19) 10%; ABSTAIN (2) 1%.

A true copy, Attest
Susan M. Galvin
Town Clerk

Attachment J

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C, Section 49A of the Massachusetts General Laws, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

_____
Name of Proposer

_____
Address of Proposer

_____

_____
Telephone Number_____

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

Attachment K

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

_____
Name of Proposer

_____
Address of Proposer

_____

_____
Telephone Number_____

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

Attachment L

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
Leasing of Town Owned Property

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____Lessor/Landlord _____Lessee/Tenant

_____Seller/Grantor _____Buyer/Grantee

_____Other (Please describe):

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

> *No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and timeshares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*
>
> *Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*
>
> *The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

_____

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

_____

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM/DD/YYYY)

_____

PRINT NAME & TITLE of AUTHORIZED SIGNER

Attachment M

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____of _____
_____ (Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ___, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),
any one acting singly, to execute all contracts and bonds on behalf of the Corporation.
I, further certify that the above vote is still in effect on this the ____ day of _____, 20___ and has not been changed or modified in any respect.

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Date

The certification contained here above shall be executed on behalf of the Proposer or a copy of current "certification of authority to sign for the Corporation" shall be attached.)

Attachment N

CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.

2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.

3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.

4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.

5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

_____

Name of Proposer

_____

Address of Proposer

_____

_____

Telephone Number_____

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

Attachment O

Massachusetts Cultural Resource Information System
Scanned Record Cover Page

Inventory No:	MLT.S
Historic Name:	Milton Poor Farm - Milton Town Farm
Common Name:	
City/Town:	Milton
Village/Neighborhood:	
Local No:	K-6-2;
Year Constructed:	
Use(s):	Abandoned or Vacant; Agricultural; Poor House or Almshouse;
Significance:	Agriculture; Architecture; Politics Government; Social History;
Designation(s):	
Building Materials:	
Demolished	No

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.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (http://mhc-macris.net/macrisdisclaimer.htm)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

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

This file was accessed on: Tuesday, December 20, 2022 at 1:43 PM

FORM A - AREA

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Assessor's Sheets	USGS Quad	Area Letter	Form Numbers in Area
		K S	62 218, 192-193; 704-705, 946-953

MLT.S

Photograph

Topographic or Assessor's Map

Town: Milton, Massachusetts

Place *(neighborhood or village):* Gov. Stoughton historical property

Name of Area: Milton Poor Farm, Parcel K62

Present Use: Open space, active walking trails connecting to the blue hills, Milton animal Shelter, housing,

Construction Dates or Period: late 19th, early 20th centuries

Overall Condition: Historical buildings need repair, fields and stone walls are original to the 19th century

Major Intrusions and Alterations: animal Shelter built in 1980, some pavement added, two structure currently used as housing are original but have been updated slightly

Acreage: +/- 34 acres

Recorded by: Joseph P. Grogan / Frank Mulligan

Organization: Milton Friends of Town Farm

Date *(month/year):* 3/09

RECEIVED
APR 07 2009
MASS. HIST. COMM

4/7/09

MLT.S

__x_ Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION

Describe architectural, structural and landscape features and evaluate in terms of other areas within the community.

GENERAL LAYOUT AND LANDSCAPE FEATURES

The Milton Poor Farm-Milton Town Farm is a 34-acre tract of land, roughly rectangular in shape and composed of rolling terrain. It is located on Governor Stoughton Lane, off Canton Avenue on Wigwam Hill near the center of Milton. The property is bordered on the northeast and southeast by Indian Cliffs, a single-family subdivision developed during the 1970s on the former Col. Henry Russell Farm, and on the northwest by Quisset Brook, an attached townhouse subdivision developed during the mid-1980s on part of the former Lamb Estate. These boundaries are defined by 19* century **fieldstone walls**. Land owned by the department of Conservation and Recreation bordering Unquity Road forms the southwestern boundary. Originally this boundary extended to Pine Tree Brook but was redrawn when six acres of land were taken for the newly created Blue Hills Reservation in ca. 1896.

The entrance to the farm from Governor Stoughton Lane is located at the northern corner of the property, marked by the 1907 **Entrance Bound Stone**, located on the right (west) at the entrance to the driveway. The cut granite marker measures 11" high x 8" wide x 8" long. "Town Farm" is carved into its face. The driveway immediately divides into two roadways: a paved lane leading directly to a complex of buildings formed by the 1854 **Main Almshouse** (MHC #218) and 1871 **Men's Almshouse** (MHC #192), the 1882 **Stable** and the 1908 **Animal Shelter**; dirt lane leading to the 1888 **Pest House** (MHC #193), isolated several hundred feet southeasterly behind the Men's Almshouse. A hydrant dating to 1904 when the farm was connected to town water is located at the fork in the road. Informal lawns with scattered stone outcroppings surround each of the dwellings. Vegetable and flower gardens and chicken coops, dating to 1975, are presently located behind the Men's Almshouse and extend to the entrance of the Pest House section, defined by a fieldstone wall. This garden section is further defined on one side (northeast) by the Pest House driveway and a line of 19th/20th century pear and plums trees and on the other side (southwest) by a line of mid-20th century evergreen trees along the fenced border with the **Stable Pasture**.

There are two agricultural fields, a pasture and an orchard, all presently grassed over and used for grazing horses.

Field #1, dating to 1862 or 1885, is a ca. 4-acre rectangular piece of grass covered land located on a slope below the Pest House and its driveway, along the northeastern and southeastern border with Indian Cliffs, the former Col. Henry Russell farm. Originally, the field was used to grow crops of corn, potatoes and hay. A ridge and furrow plow line can he seen extending the length of the field. The field is defined by **fieldstone walls**, wire fences and a wood lot along the Indian Cliffs boundary. The stone wall along the boundary with Indian Cliffs dates to 1886. Overgrowth is noted on sections of the field as well as a vegetable garden dating to ca. 1980. Since ca. 1980, the field has been divided into two sections by a wire fence.

MLT:S

Field #2, dating to 1862 or 1885, is a ca. 2.5-acre piece of mostly grass-covered land, roughly rectangular in shape, located on the southwestern side of the Main Almshouse along the northwestern border of the Poor Farm with the Quisset Brook development. A 10-20 foot section of overgrowth is located at the rear of the field. Originally, the field was used to grow crops of corn, potatoes and hay. The field is defined by **fieldstone walls** along the Quisset Brook border and in the southwest (rear) and southeast (side) where it abuts the Wood Lot and the Orchard, respectively. Originally, the front of field extended to the rear of the barn, giving outdoor access for the cows and horses housed in the basement of the main block and of the ell. While a section of the field still fronts the ell's stall, a middle section was paved for a parking area in 1970 for the Dog Pound located in the former basement cow-shed and later for the construction of the 1980 Animal Shelter.

The Stable Pasture is located on the southeastern side of the Stable and thus is dated to the 1882 construction of the Stable. The ca. 1-acre pasture is defined by **fieldstone walls** on the southeast and southwest, where it abuts the Wood Lot and the Orchard, respectively, and by a wire fence along the evergreen border with the garden area behind the Men's Almshouse. Access to the pasture is from the Stable. Doors from both the main block and the ell open on to a small enclosed dirt-covered paddock which leads to the grass-covered pasture.

The Orchard, 1862, is a ca.1-acre piece of sloping, grass-covered land, roughly rectangular in shape, which is located to the south of the barn. It is enclosed by **fieldstone walls** and abuts the Stable Pasture in the northeast, the Wood Lot in the southeast and southwest, and Field #2 in the northwest. Until fairly recently, fruit trees had continued to produce several varieties of apples, e.g. Rhode Island Greening, russet, Baldwin, Red delicious and Macintosh, as well as pears and plums. Today the remains of fruit trees and several larger deciduous trees are scattered across the former orchard.

The Wood Lot is estimated to still cover two-thirds of the Poor Farm as it did in the 1907 survey. It is located at the mar of the property, while the buildings and cultivated areas are located on the front third of the farm accessed from Governor Stoughton Lane. The Wood Lot is composed predominately of 19th and 20th century mixed hardwood trees, e.g. Red, White and Chestnut Oaks as well as Beeches and Chestnuts. The land is fairly level at the front of the woods and then drops off sharply down to wetlands at the southwestern border near Unquity Road. The woods are accessed by a path, dating to the 19th century, which begins in front of the Pest House and traverses the woods down to Unquity Road. Two piles of arranged fields tones that are currently thought to be 19th century **loading-platforms** to transfer cut wood onto carts are located in the woods behind the Orchard.

BUILDINGS

The Main Almshouse, 169 Governor Stoughton Lane (MHC #218), 1854, is located on, the right side of the complex as one enters from Governor Stoughton Lane. It faces the Men's Almshouse over the driveway. The L-shaped Greek Revival/Italianate dwelling rises 2 ½ stories from a cut granite foundation to a slate front gable roof with return eaves. A single chimney is located at the ridge on the ell. The house is sheathed with wood clapboard. Wide bands of wood line the gables and cornices of the main block and ell and serve as corner boards. The main entrance of me three-bay facade is set within a simple enframement and flanked by full-length sidelights. The full-length porch with chamfered posts and a square-cut frieze and balustrade was added in 1882 as was the porch at the secondary entrance in me ell. Windows are simply framed and contain six-over-six sash. The arched gable windows have hooded crowns. In 1882 the ell was enlarged with a 2 ½ story, four-bay gable block to the rear and 2-story, flat roof block to the

side. In 1980 a chimney was constructed in front of the ell and attached to the wall by a stove pipe and iron brackets. The interior arrangement of rooms is reported to be historically intact.

The **Men's Almshouse, 175 Governor Stoughton Lane** (MHC #192) is located on the left side of the complex as one enters from Governor Stoughton Lane. It faces the Main Almshouse over a small lawn and driveway. The simple wood clapboard dormitory is composed of two sections, the 1871 main block and an 1893 addition. The 1 ½ story, main block, three bays wide by two bays deep, is set on a fieldstone foundation and enclosed by slate side gable roof with a central chimney piercing the ridge. The windows are framed with roughly cut wedge-shaped lintels and contain six-over-six sash. The central entrance with a 4-light transom is now accessed by a 1990 ramp and deck. An additional ramp was added in the rear when a window was made into doorway. The interior is organized around a central staircase with a single room to either side on both the first and second floors. The first floor room on the right of the entrance contains the fireplace. An article in the 1905 *Milton Record Newspaper* describes this room as the "reading room for the men's dormitory." In 1893 a 2-story addition was constructed on the northeastern side elevation to provide eight additional 8' by 8' rooms. The wood clapboard wing is rectangular in shape, two bays wide and one bay deep, and is enclosed by a slate front gable roof with a center chimney set on the ridge. Windows are simply framed and contain six-over-six sash. There is an entrance on the northeastern side elevation. A fieldstone cellar for heating apparatus was added under this section in 1904.

The **Stable, 181 Governor Stoughton Lane**, 1882, is located at the end of the driveway. The wood clapboard, post and beam building is three bays wide and three bays deep with a rear ell added in 1887. It rises 1 ½ stories to a side gable slate roof with salt box profile on the driveway side. There is a center peak gable over the hayloft opening with hoisting post A single chimney is located on the front slope and a cupola at the ridge. Windows are simply framed and contain six-over-six sash. The center carriage opening of the three-bay facade opens onto an interior that is historically intact. The carriage room with two harness rooms on the southeastern side (pasture) is located in the front A doorway at the rear leads to the horse stalls. The six narrow straight stalls and one boxed stall are located along an aisle to either side of the doorway and are intact with hay cribs and hayloft trap doors above. A door on the southeastern side leads out to the paddock. The 1887 ell was added behind the stalls near the pasture. It contained a cow milking parlor on the first floor with a door to the paddock and a horse stall in the basement accessed from Field #2. The stalls in both the barn and ell are presently used to house the horses belonging to the residents of the farm. A full basement with granite pillars and a dirt floor is located under the main barn and is accessed by a door from the Animal Shelter parking lot Originally cows were kept here. In the 1970s a section of this area was used for the dog pound. A pipe remains at the front of the basement from 1904 when a cistern was connected to the hydrant and town water. In 1882 a three-bay open carriage shed was built off the side of the ell to shelter one side of the paddock. It was demolished in 1978, leaving an outline of its roof on the side of the barn.

The **Pest House, 208 Governor Stoughton Lane** (MHC #193), 1888, faces southwest over a front lawn towards the Wood Lot beyond, while the rear overlooks Field #1. The driveway is located on the northwestern side. The house is a simple 1-story wood shingle dwelling, set on a fieldstone foundation. The rectangular main block, three bays wide and one bay deep, is enclosed by an asphalt shingle side gable roof. Windows and the center entrance are simply framed and contain six-over-six sash and a panel door respectively. A 1-story, shed roof addition was constructed across the rear on a fieldstone foundation. There are two chimneys, one located on the addition and one at the junction of the main block and the addition. The addition was probably constructed in 1904 when the house was improved with a new nurse's room, cellar and furnace. There is a secondary entrance in the side of the addition, which is now accessed by a post-1960 stairway and deck.

MLT. S

The **Animal Shelter,** 1980, is located at the end of the driveway to rear and side of the Stable. Field #2 is located to its rear and side (northeast). The rectangular two-bay building is sheathed in vertical boarding and rises one 1 story from a concrete foundation to an asphalt shingle front gable roof. Caged runways extend to either side for outdoor animal exercise.

MLT.S

INVENTORY FORM A CONTINUATION SHEET

MILTON

MILTON POOR FARM

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area Letter | Form Nos.
S |

MCH #	HISTORIC NAME	ADDRESS	DATE
Buildings			
218	Main Almshouse	169 Gov. Stoughton Lane	1854
192	Men's Almshouse	175 Gov. Stoughton Lane	1871
704	Stable	181 Gov. Stoughton Lane	1882
193	Pest House	208 Gov. Stoughton Lane	1888
705	Animal Shelter	181 Gov. Stoughton Lane	1980
Structures			
946	Loading Platform (2)	Gov. Stoughton Lane	19th c.
947	Stone Walls	Gov. Stoughton Lane	19th c.
948	Entrance Bound Stone	Gov. Stoughton Lane	1907
Landscape Features			
949	Field #1	Gov. Stoughton Lane	1862/1885
950	Field #2	Gov. Stoughton Lane	1862/1885
951	Stable Pasture	Gov. Stoughton Lane	1882
952	Orchard	Gov. Stoughton Lane	1862
953	Wood Lot	Gov. Stoughton Lane	19th/20th c.

HISTORICAL NARRATIVE

Explain historical development of the area. Discuss how this relates to the historical development of the community.

The 19th Century Milton Poor Farm – Milton Town Farm

HISTORICAL SIGNIFICANCE

The Milton Poor Farm - Milton Town Farm has been a distinct and significant property in the Town of Milton since 1701. In that year Governor William Stoughton willed to the Town a wood lot to be used for the benefit of the poor. The Poor Farm was formally established in ca. 1805 on a cleared section of the wood lot with the construction of the first almshouse. The property continued to serve as a poor farm until 1941. Extant on the property today is a complex of 19th century buildings, including the second Main Almshouse (1854), the Men's Almshouse (1871), the Pest House (1888) which was used to isolate small pox victims, and the Stable (1882). 19th century landscape features include two agricultural fields, a stable pasture, an orchard, and a wood lot. Since 1941 the buildings have been rented by the Town and the monies used for families in need. The fields, pasture and orchard have most recently been used to graze horses. The general layout and buildings of the Poor Farm are historically intact and have not been significantly altered since 1941. However, the Milton Poor Farm is presently threatened with the construction of a large scale development and would require the demolition of the historically significant buildings, structures and architectural features. To date the Milton Poor Farm has not been

managed properly to preserve the historical significance while generating revenue to its maximum potential to "benefit the poor of Milton" according to the will of Governor William Stoughton.

Governor William Stoughton (1631-1701). *Acting Royal Governor of Massachusetts 1694-1699, 1700-1701.* Governor Stoughton is perhaps best remembered as the first Chief Justice of the Massachusetts Supreme Court. While serving as Lieutenant Governor, Stoughton was named Chief Justice of the new court in order that he presides over the remaining cases of the Salem Witch trials. Judge Stoughton had no legal training and served both as judge and prosecutor. When Governor Phips was recalled to London, Stoughton ascended to the Governor's office, while still serving as Chief Justice. He was an adroit politician, who managed the factions of the Colony's politics using the power of his governorship and judgeship and appointments to both his council and to lower courts. Governor Stoughton died while serving as Acting Governor, following the death Governor Richard Coote. Upon his death he left a large tract of land in Milton Massachusetts of incredible historical significance with specific directives under his Last Will and Testament that the land be used to "benefit the poor of Milton"

The Milton Poor Farm - Milton Town Farm retains integrity of location, design, setting, materials, workmanship, feeling and association and fulfills Criteria A and C of the National Register Places at the local level.

MLT-5

_x__ *see continuation sheet*

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

FORM A - AREA

Massachusetts Historical Commission
The Massachusetts Archives Building

Assessor's Sheets	USGS Quad	Area Letter	Form Number
K-6-2	Boston, South	S	See attached Data Sheet

See attached

Town MILTON

Place (*neighborhood or village*)

Name of Area MILTON POOR FARM-TOWN FARM

Present Use Residential and Agricultural

Construction Dates or Period 1854 - 1941

Overall Condition Fair

Major Intrusions and Alterations

Since 1941:
Open Carriage Shed (demolished 1978);
Milton Animal Shelter (constructed 1980)

Acreage 34

Recorded by Edith G. Clifford

Organization Milton Historical Commission

Date (month/year) April 1999

RECEIVED
JUL 30 1999
MASS. HIST. COMM

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

AREA FORM

MLT.S

ARCHITECTURAL DESCRIPTION [Yes] see continuation sheet

Describe architectural structural and landscape features and evaluate in terms of other areas within the community.

SEE ATTACHED

HISTORICAL NARRATIVE [Yes] see continuation sheet

Explain historical development of the area. Discuss how this area relates to the historical development of the community.

SEE ATTACHED

BIBLIOGRAPHY and/or REFERENCES [Yes] see continuation sheet

SEE ATTACHED

[Yes] Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

MLT. S

GENERAL LAYOUT AND LANDSCAPE FEATURES

The Milton Poor Farm-Town Farm is a 34-acre tract of land, roughly rectangular in shape and composed of rolling terrain. It is located on Governor Stoughton Lane, off Canton Avenue on Wigwam Hill near the center of Milton. The property is bordered on the northeast and southeast by Indian Cliffs, a single-family subdivision developed during the 1970s on the former Col. Henry Russell Farm, and on the northwest by Quisset Brook, an attached townhouse subdivision developed during the mid-1980s on part of the former Lamb Estate. These boundaries are defined by 19th century **fieldstone walls**. Land owned by the Metropolitan District Commission bordering Unquity Road forms the southwestern boundary. Originally this boundary extended to Pine Tree Brook but was redrawn when six acres of land were taken for the newly created Blue Hills Reservation in ca. 1896.

The entrance to the farm from Governor Stoughton Lane is located at the northern corner of the property, marked by the 1907 **Entrance Bound Stone**, located on the right (west) at the entrance to the driveway. The cut granite marker measures 11" high x 8" wide x 8" long. "Town Farm" is carved into its face. The driveway immediately divides into two roadways: a paved lane leading directly to a complex of buildings formed by the 1854 **Main Almshouse** (MHC #218) and 1871 **Men's Almshouse** (MHC #192), the 1882 **Stable** and the 1980 **Animal Shelter**; and a dirt lane leading to the 1888 **Pest House** (MHC #193), isolated several hundred feet southeasterly behind the Men's Almshouse. A hydrant dating to 1904 when the farm was connected to town water is located at the fork in the road. Informal lawns with scattered stone outcroppings surround each of the dwellings. Vegetable and flower gardens and chicken coops, dating to 1975, are presently located behind the Men's Almshouse and extend to the entrance of the Pest House section, defined by a **fieldstone wall**. This garden section is further defined on one side (northeast) by the Pest House driveway and a line of 19th/20th century pear and plums trees and on the other side (southwest) by a line of mid-20th century evergreen trees along the fenced border with the **Stable Pasture**.

GENERAL LAYOUT AND LANDSCAPE FEATURES (CON'T)

There are two agricultural fields, a pasture and an orchard, all presently grassed over and used for grazing horses.

Field #1, dating to 1862 or 1885, is a ca. 4-acre rectangular piece of grass-covered land located on a slope below the Pest House and its driveway, along the northeastern and southeastern border with Indian Cliffs, the former Col. Henry Russell farm. Originally, the field was used to grow crops of corn, potatoes and hay. A ridge and furrow plow line can be seen extending the length of the field. The field is defined by **fieldstone walls**, wire fences and a wood lot along the Indian Cliffs boundary. The stone wall along the boundary with Indian Cliffs dates to 1886. Overgrowth is noted on sections of the field as well as a vegetable garden dating to ca. 1980. Since ca. 1980, the field has been divided into two sections by a wire fence.

Field #2, dating to 1862 or 1885, is a ca. 2.5 piece of mostly grass-covered land, roughly rectangular in shape, located on the southwestern side of the Main Almshouse along the northwestern border of the Poor Farm with the Quisset Brook development. A 10-20 foot section of overgrowth is located at the rear of the field. Originally, the field was used to grow crops of corn, potatoes and hay. The field is defined by **fieldstone walls** along the Quisset Brook border and in the southwest (rear) and southeast (side) where it abuts the Wood Lot and the Orchard, respectively. Originally, the front of field extended to the rear of the barn, giving outdoor access for the cows and horses housed in the basement of the main block and of the ell. While a section of the field still fronts the ell's stall, a middle section was paved for a parking area in 1970 for the Dog Pound located in the former basement cow shed and later for the construction of the 1980 Animal Shelter.

The Stable Pasture is located on the southeastern side of the Stable and thus is dated to the 1882 construction of the Stable. The ca. 1-acre pasture is defined by **fieldstone walls** on the southeast and southwest, where it abuts the Wood Lot and the Orchard, respectively, and by a wire fence along the evergreen border with the garden area behind the Men's Almshouse. Access to the pasture is from the Stable. Doors from both the main block and the ell open on to a small enclosed dirt-covered paddock which leads to the grass-covered pasture.

GENERAL LAYOUT AND LANDSCAPE FEATURES (CON'T)

The Orchard, 1862, is a ca.1-acre piece of sloping, grass-covered land, roughly rectangular in shape, that is located to the south of the barn. It is enclosed by **fieldstone walls** and abuts the Stable Pasture in the northeast, the Wood Lot in the southeast and southwest, and Field #2 in the northwest. Until fairly recently, fruit trees had continue to produce several varieties of apples, e.g. Rhode Island Greening, Russet, Baldwin, Red Delicious and Macintosh, as well as pears and plums. Today the remains of fruit trees and several larger deciduous trees are scattered across the former orchard.

The Wood Lot is estimated to still cover two-thirds of the Poor Farm as it did in the 1907 survey. It is located at the rear of the property, while the buildings and cultivated areas are located on the front third of the farm accessed from Governor Stoughton Lane. The Wood Lot is composed predominately of 19th and 20th century mixed hardwood trees, e.g. Red, White and Chestnut Oaks as well as Beeches and Chestnuts. The land is fairly level at the front of the woods and then drops off sharply down to wetlands at the southwestern border near Unquity Road. The woods are accessed by a path, dating to the 19th century, that begins in front of the Pest House and traverses the woods down to Unquity Road. Two piles of arranged fieldstones that are currently thought to be 19th century **loading platforms** to transfer cut wood onto carts are located in the woods behind the Orchard.

BUILDINGS

The **Main Almshouse, 169 Governor Stoughton Lane** (MHC #218), 1854, is located on the right side of the complex as one enters from Governor Stoughton Lane. It faces the Men's Almshouse over the driveway. The L-shaped Greek Revival/Italianate dwelling rises 2 1/2 stories from a cut granite foundation to a slate front gable roof with return eaves. A single chimney is located at the ridge on the ell. The house is sheathed with wood clapboard. Wide bands of wood line the gables and cornices of the main block and ell and serve as cornerboards. The main entrance of the three-bay façade is set within a simple enframement and flanked by full-length sidelights. The full-length porch with chamfered posts and a square-cut frieze and balustrade was added in 1882 as was the porch at the secondary entrance in the ell. Windows are simply framed and contain six-over-six sash. The arched gable windows have hooded crowns. In 1882 the ell was enlarged with a 2 1/2-story, four-bay gable block to the rear and 2-story, flat roof block to the side. In 1980 a chimney was constructed in front of the ell and attached to the wall by a stove pipe and iron brackets. The interior arrangement of rooms is reported to be historically intact.

The **Men's Almshouse, 175 Governor Stoughton Lane** (MHC #192), is located on the left side of the complex as one enters from Governor Stoughton Lane. It faces the Main Almshouse over a small lawn and driveway. The simple wood clapboard dormitory is composed of two sections, the 1871 main block and an 1893 addition. The 1 1/2-story, main block, three bays wide by two bays deep, is set on a fieldstone foundation and enclosed by slate side gable roof with a central chimney piercing the ridge. The windows are framed with roughly cut wedge-shaped lintels and contain six-over-six sash. The central entrance with a 4-light transom is now accessed by a 1990 ramp and deck. An additional ramp was added in the rear when a window was made into doorway. The interior is organized around a central staircase with a single room to either side on both the first and second floors. The first floor room on the right of the entrance contains the fireplace. An article in the 1905 *Milton Record Newspaper* describes this room as the "reading room for the men's dormitory." In 1893 a 2-story addition was constructed on the northeastern side elevation to provide eight additional 8' by 8' rooms. The wood clapboard wing is rectangular in shape, two bays wide and one bay deep, and is enclosed by a slate front gable roof with a center chimney set on the ridge. Windows are simply framed and contain six-over-six sash. There is an entrance on the northeastern side elevation. A fieldstone cellar for heating apparatus was added under this section in 1904.

BUILDINGS (CON'T)

The **Stable, 181 Governor Stoughton Lane**, 1882, is located at the end of the driveway. The wood clapboard, post and beam building is three bays wide and three bays deep with a rear ell added in 1887. It rises 1 1/2 stories to a side gable slate roof with salt box profile on the driveway side. There is a center peak gable over the hayloft opening with hoisting post. A single chimney is located on the front slope and a cupola at the ridge. Windows are simply framed and contain six-over-six sash. The center carriage opening of the three-bay facade opens onto an interior that is historically intact. The carriage room with two harness rooms on the southeastern side (pasture) is located in the front. A doorway at the rear leads to the horse stalls. The six narrow straight stalls and one boxed stall are located along an aisle to either side of the doorway and are intact with hay cribs and hayloft trap doors above. A door on the southeastern side leads out to the paddock. The 1887 ell was added behind the stalls near the pasture. It contained a cow milking parlor on the first floor with a door to the paddock and a horse stall in the basement accessed from Field #2. The stalls in both the barn and ell are presently used to house the horses belonging to the residents of the farm. A full basement with granite pillars and a dirt floor is located under the main barn and is accessed by a door from the Animal Shelter parking lot. Originally cows were kept here. In the 1970s a section of this area was used for the dog pound. A pipe remains at the front of the basement from 1904 when a cistern was connected to the hydrant and town water. In 1882 a three-bay open carriage shed was built off the side of the ell to shelter one side of the paddock. It was demolished in 1978, leaving an outline of its roof on the side of the barn.

The **Pest House, 208 Governor Stoughton Lane** (MHC #193), 1888, faces southwest over a front lawn towards the Wood Lot beyond, while the rear overlooks Field #1. The driveway is located on the northwestern side. The house is a simple 1-story wood shingle dwelling, set on a fieldstone foundation. The rectangular main block, three bays wide and one bay deep, is enclosed by an asphalt shingle side gable roof. Windows and the center entrance are simply framed and contain six-over-six sash and a panel door, respectively. A 1-story, shed roof addition was constructed across the rear on a fieldstone foundation. There are two chimneys, one located on the addition and one at the junction of the main block and the addition. The addition was probably constructed in 1904 when the house was improved with a new nurse's room, cellar and furnace. There is a secondary entrance in the side of the addition, which is now accessed by a post-1960 stairway and deck.

The **Animal Shelter**, 1980, is located at the end of the driveway to rear and side of the Stable. Field #2 is located to its rear and side (northeast). The rectangular two-bay building is sheathed in vertical boarding and rises one 1 story from a concrete foundation to an asphalt shingle front gable roof. Caged runways extend to either side for outdoor animal exercise.

Plantation and Colonial Periods (1620-1775)

Upon his death in 1701, William Stoughton (1631-1701), who had served the Massachusetts Bay Colony as Lieutenant Governor and Governor, willed to the Town of Milton forty acres of his woodlot in Milton for the benefit of the poor. The lot was part of a 456-acre tract of land that his father, Israel (d. 1645), had owned as one of the English settlers of Dorchester. Milton Town Records of February 28, 1706/7 record the gift:

> "... Honble mr. Stoughton Late Lt Governor to will and bequeath Forty Acres of His Woodlot in Milton unto the said Towne to be improved by the Select men of said Towne and their Successors for the Use and Benefit of the Poor of the said Town for Ever....mr. John Dane a Skilfull surveyor did on the 26th of November Enter upon the said Land & measure off forty acres for the said Town ...next to mr. Walter Moryes land, South Eastwardly, a brook being the bounds of the westerly End, & a multitude of Trees are marked in the Lines which cut the said Forty Acres from the Remaining of said wood lott, of which then marked Trees are aggreed to be Bound-Trees....Graunted there should be a Liberty for the said select men, their successors, & Assignes to drive Carts & Cattle through the Remaining Land of said wood lot from ye highway ... unto the nearest Corner of the said forty Acres."

The land was located off the Taunton Road (today's Canton Avenue) on Wigwam Hill near the center of town. The cart and cattle path from the highway to the wood lot and later poor farm was named Governor Stoughton Lane in 1933. The lot remained unused for the next hundred years with the possible exception of providing wood for fuel at various times. Milton continued to care for its poor in the same manner as it had done since its incorporation as a town separate from Dorchester in 1662.

During the 17th and 18th centuries inhabitants of a town were entitled to town aid if they were unable to take care of themselves, but only if they legally resided in the town. On April 28, 1665 Milton Town Records state that no man should settle in the Town without the permission of Town Meeting or of the Selectmen. Thus it was the sad duty of the Selectmen and Constables for many years to send the poor and the sick back to the town of their legal residence. As late as 1793 Milton Constables ordered out of town a long list of Milton inhabitants, including some prominent men lest they too should in time become paupers and become a drain on the town's resources.

There is little specific information in the Town Records on the care of the poor during these years. The Office of the Overseers of the Poor is first mentioned in 1688 and was normally filled by the Selectmen. However, they did not record their expenditures. In 1786 Town Meeting voted "that the Poor be let out to the lowest bidder, and be under

the inspection of the Selectmen." However, the 1788 Town Records also indicate some people were cared for at home. From 1754 to 1771 there were various attempts to construct a workhouse, but nothing was done. Thereafter the energy and finances of the Town were directed towards the Revolution.

Federal Period (1775-1830)

After the Revolution, Town Meeting once again directed its attention to the poor. While in 1792 it was voted the care of the poor be supplied at the discretion of the Selectmen, ten years later a committee was chosen to see if the town could find another and more economical mode of providing for the poor than was then practiced. At the April 4, 1803 Town Meeting, the committee made three recommendations: 1) enclose four to six acres of the 'Poor mans' lot and plough not less than two of the acres; 2) authorize the Selectmen to purchase wood for fuel rather than cutting and transporting wood from the 'Poor mans' lot; and 3) "that a Convenient house be erected on part of the Poor mans lot constructed to contain four rooms in the whole when finished with smaller apartments either on one ground floor or two stories… that the same be undertaken the present season, and so far progressed as to make it tenantable for a family next season, and be finished as there shall be occasion for further use of it…." While the report was accepted, the project was put off for several years. Milton's first poor house was probably completed in 1805, but certainly existed by the April 6, 1807 Town Meeting, when the Overseers of the Poor were elected separately from the Selectmen "to take the care and management of the Poor mans lot and the house built thereon." Maps of Milton for 1831 and 1849 locate the poor house on the site of the present **Main Almshouse, 169 Governor Stoughton Lane** (MHC #218).

In the years between 1807 and 1837, the year of Milton's first published Annual Town Report, specific information on the poor mans lot in Milton Town Records is minimal. In November 1809, there is a discussion of the layout and upkeep of the fence around the poor mans lot, which was to be maintained by both the Town and its abutters. The brook running along the western boundary of the lot was identified as Pine Tree Brook.

On April 5, 1813 Town Meeting adopted rules for the regulation of the 'work house' or 'poor house', which included punishments for disorderly behavior, failure to work, if healthy, and leaving the premises without permission of the Keeper. One of the punishments listed for disturbing the peace was being put in a cage. (Town records of Foxboro and Marlboro describe the similar use of cages.) Other requirements included going to church on Sunday and going to bed and rising in the morning at the times

designated by Keeper. In general there was no attempt to differentiate between the various causes of poverty, whether it be sickness, age, or insanity, although there were efforts to control alcoholism as a cause of poverty. Thus whenever any intemperate person applied for assistance, his name was posted to prevent taverns from selling liquor to him.

Over the years Town Meeting continued to support the poor house or almshouse as an economical means to aid the poor of the town. On March 24, 1821, Town Meeting voted "that the Poor shall receive no assistance from the Town but at the Alms House (extraordinary causalities excepted) … and that the Overseers of the Poor may consider it a duty incumbent on them to procure labor for those who continue at the house." However, a year later Town Meeting did authorize the Overseers of the Poor to grant support to persons outside of the Poor House.

Expenses incurred in managing the poor house for 1821 amounted to $508. To gain further financial support, Town Meeting of March 9, 1823 authorized the Overseers of the Poor to sell timber logs from the Poor mans lot. By 1827 the Selectmen were once again chosen as the Overseers of the Poor and authorized by Town Meeting to adopt measures at their discretion for the support of the poor and economical management of the poor house and lot.

Early Industrial Period (1830-1870)

By 1832 a revision of the system of supporting the poor was thought necessary to both decrease the expense to the Town and to improve the usefulness and comfort of the poor. The committee that looked into the matter reported to Town Meeting in November 1834 with the following recommendations: 1) "the house and buildings now … occupied as a poor house are not located in a proper place … with a sufficient quantity of good land to answer a good purpose of cultivation … and the town shall provide sufficient accommodations to accommodate all the poor of the town … they shall be removed to the house and thereafter no one shall receive any assistance at the town's expense;" 2) a full-time overseer of the work house be hired, who has knowledge of road repair. All able-bodied paupers will work under his supervision on building and repairing the town's roads. For this purpose the town will buy two yoke of oxen, two carts and various needed tools."

While the poor house was not moved, a resident full-time superintendent and matron for the almshouse were hired and a system was put into place for putting the poor to work on

the roads under supervision of the Superintendent of the Poor House who was also appointed the Superintendent of the Highways. In 1836 the Overseers of the Poor also served as the Surveyors of the Highways, responsibilities primarily carried out by the Selectmen. The system, supplemented with hired labor as needed, worked well until shortly after the Civil War when the Highway Department composed of hired labor became a separate division of town government under the supervision of the Selectmen.

Beginning in 1837/1838 Milton began publishing its Annual Town Reports. Listed for the year 1837 are the names and salary of the Superintendent of the Poor House and his wife, the Matron, as well as the various expenses incurred in managing the farm, which included clothes, food and doctor expenses for the inmates and feed for the livestock. Assistance was also given to the poor outside the poor house. In 1837 the town spent $2404 in support of the poor. Also included in the reports are credits for produce sold from the farm, such apples and potatoes, which amounted in 1837 to $353. Yearly inventories list the farm stock, provisions and tools as well as the road equipment.

Beginning in the Town Report for the year 1838 there is a Statement of Inmates of the Poor House, which records the number supported or assisted in the house. In 1838 twenty-nine people were supported in the house, with an average of eighteen in the house at one time. About fourteen were foreigners or non-Milton residents. By 1849 the Poor House was referred to consistently as the Almshouse and the Statement included not only numbers but also the names and ages of the 'inmates.' In that year the total number who were assisted at the house was twenty-three with seven single men and women, primarily in their 50s to 80s, remaining on a more permanent basis. Also listed are the names of those assisted outside the house, which included not only those living in Milton, but in neighboring towns and in the Boston House of Correction. One Milton case was that of a man who received private board and nursing for small pox. The expense for supporting the poor both at the farm and outside was $2617.

The decade of the 1850s brought changes to the landscape of the Poor Farm. A new 30' square barn (demolished 1882) was constructed in 1851 and the following year a cattle shed (not extant) and **fieldstone wall** of 16 rods were constructed. However, at both the 1853 and 1854 Town Meeting the poor condition of the almshouse was reported, a condition made worse by the crowded space. In 1853 thirty-eight people were assisted at the almshouse, with fifteen older men and women remaining on a more permanent basis.

In 1854 the Town sold the old almshouse for $102 and built the present **Main Almshouse, 169 Governor Stoughton Lane** (MHC #218) for $2675 on the same site. The house was designed by John H. Burt and built by John A. Tucker, both of Milton. The first floor contained the Superintendent's room, a sleeping room, the

pauper's kitchen and two sleeping rooms for the sick and aged. On the second story of the main house there were three sleeping rooms and the business room for the Selectmen or Overseers of the Poor and in the wing three additional sleeping rooms, two for single beds and one large room for three beds. The attic provided room for four more beds. The house was thought to afford accommodations for twenty or more paupers.

In 1855 the town auditors reported favorably in their yearly evaluation on the new and commodious house and the care with which the Superintendent and Matron had carried out their duties. While the Superintendent had been mostly employed on the highways, the farm had not been neglected and a greater amount of vegetables and grain had been raised than in any previous year. Additional **fieldstone walls** were built in the following two years. By the end of the decade while seven mainly elderly men and woman remained on a more permanent basis at the almshouse, one hundred and twenty-one transients had been assisted with food and/or a night's lodging during 1859.

During the decade of the 1860s, the number of permanent residents ranged from 3 to 11, while the number of transients who founded assistance at the farm varied from 83 to 284. The Milton Annual Report for 1862 records the construction of a 30' by 16' shed for carts and tools (not extant) as well as various improvements to the land, including a four-acre field cultivated from former pasture and woodland and the planting of an orchard of fifty trees. The walled area of the **Orchard** still exists, although the fruit trees have died. The agricultural field is either the present grassed-covered **Field #1** or **Field #2**, although speculation could lead to Field #2 which abuts the Orchard. Products harvested from the farm during 1862 included hay, 175 baskets of corn and 100 bushels of potatoes.

Late Industrial Period (1870-1920)

"By 1873 the poor ceased to work on the roads, but those that were able continued to putter around at the farm work.... The Town Farm had started to become what it certainly was in later years, an old folks' home, largely for the infirm who had no place else to go." (Hamilton, page 168). During the 1870s while the number of the elderly inmates continued to vary from three to nine, the number of transients provided with food and/or a night's lodging varied considerably with a low of 117 persons in 1872 to a peak of 1742 persons in 1878, returning to 598 persons by 1879.

In the Annual Town Report for 1871 "a new building at Poor farm" is recorded, built by J. A. Tucker for $735.00. While there is no further description of this building, it is thought to the **Men's Almshouse, 175 Governor Stoughton Lane** (MHC #192), located across the driveway from **Main Almshouse** (MHC #218). The 1876 atlas confirms the

construction of a second almshouse at this location. In the 1882 Annual Town Report this second building is referred to as "the small house" and finally in the 1892 Annual Town Report its use as a dormitory for male inmates is revealed.

The 1882 Annual Town Report includes information on the four buildings that then existed at the Poor Farm: the almshouse, the small house, the tramp house and the stable. During that year additions were made to the **Main Almshouse** (MHC #218) by John H. Burt at a cost of #3,082: 1) A ell containing a large kitchen, washroom, milkroom and pantry on the lower floor with three bedrooms above; 2) an extension to "the rooms of the female occupants;" 3) a front piazza; and 4) unspecified "improvements in the inside arrangement." No significant alterations have been made to the Main Almshouse since 1882.

Repairs were also made to the "small house," discussed above as the **Men's Almshouse** (MHC #192) and to the "tramp house." (demolished ca. 1906). This is the first mention of the "tramp house." The 1896 and 1905 atlases show a small building at the rear of Men's Almshouse. It was not shown on the 1907 Town Farm survey map. It is presently thought that the tramp house was built in the 1870s to take care of the increasing numbers of transient persons who were assisted with food and a night's lodging.

Finally, the present **Stable, 181 Governor Stoughton Lane** was built in 1882 by John H. Burt at a cost of $2237 on "a better site". It included "a horse stable, section for cows, carriageroom, harnessroom, and workshop, together with ample storage for hay.... Also a fine cellar under the same, with a cistern of ample capacity for daily use or in case of fire." In the spring of 1887 Burt added the rear ell for the accommodation of the highway horse as well as a large shed for the storage of the highway property. Although the inmates of the Almshouse no longer worked on the roads, the Superintendent of the Almshouse continued to be appointed as Superintendent of the Highways by the Selectmen in their role as Overseers of the Poor and Surveyors of the Highway. While the shed was demolished in 1978, no further significant alterations have been made to the Stable since 1887.

The Town Reports of 1885 and 1886 mention further improvements to the farm. In 1885 two acres of wood lot were cleared and planted with corn for use as fodder. The agricultural field exists today as either the grass-covered **Field #1** or **Field #2**. Four additional milk cows were bought. The sale of milk from the five cows that filled the new cow shed along with apples from the Orchard added to the income of the farm.

During 1886 the "old barn cellar was filled in, and many large rocks removed from the adjoining field, which have been used in building a wall on the line of Col. Henry S. Russell's land." The **fieldstone wall** is extant. This information leads to the speculation

that the original barn was located near the present Pest House and the pest house driveway might have been the cart path to the barn. Field #1, which the Pest House overlooks, is located along the boundary with the former Col. Henry S. Russell farm. Although no foundation material has been reported, there is a depression in the earth behind the fieldstone wall at the entrance to the Pest House area.

During the 1880s the number of inmates at the Farm varied from three to sixteen men and women, primarily in their 50s to 80s. Interestingly while in the 1884 Annual Town Report 1025 transients were reported to have been assisted, this category of aid ceased to be reported beginning with the 1886 Annual Town Report. It would appear that this type of help was either stopped or phased out. As stated above, the 'tramp house' was finally demolished in ca. 1906.

The 1883 Annual Report noted that expenditures for outside aid increased that year because it was felt that "temporary aid might obviate an applicant becoming a permanent inmate …and in the case of aged persons we dislike to remove them from friends who were willing to partially care for them," a distinct contrast in policy to that stated fifty years previously. Frequently the assistance came in the form of wood or coal for fuel "to poor women, … a custom so long followed in Milton," as explained in the 1885 Annual Town Meeting Report. The wood was cut from the **Wood Lot** at the farm. While not mentioned in the Annual Town Reports, it is speculated that the two stacks of uncut stone presently located in the remaining **Wood Lot** were used as **loading platforms** to transfer the cut wood onto carts.

Since the mid-1850s Milton also took advantage of the developing state hospital and school system for the insane and retarded, thereby abandoning the previously mentioned 'cage" at the Poor Farm. The 1888 Annual Town Report stated that the largest expenditures in the distribution of outside poor aid was for the insane cases. Payments were made to the Worcester Lunatic Hospital (est. 1870), Taunton Lunatic Hospital (est. 1851) and the Westboro Insane Hospital (est. 1885). Additionally, a payment was made to the Massachusetts School for the Feeble-Minded (est. 1848).

In 1886 the Board of Health was organized as a separate town board. Two years later the **Pest House, 208 Governor Stoughton Lane** (MHC #193), used to isolate victims of small pox, is first mentioned in the 1888 Annual Town Report under the statement of expenses for the Health Department: "F. M. Severance, stock and labor, pest-house … $574 and R. F. Chapman, stock and labor, pest-house … $99." Frederick Severance was a prominent Milton builder and Rufus Chapman had a painting company in Milton Village. Thus the construction of the Pest House is dated at 1888. While the Health

Department had a number of expenses, the cost of running the pest house was charged to the Almshouse account: in 1888 – $88 for 22 weeks' board of nurses and patients in small-pox cases; and in 1889 $87 for a cook specifically for the pest house. The Pest House was probably built to conform with state law, which is referred to in the 1920 Annual Town Report.

When not in use by the Board of Health, the Pest House, also referred to as the "health building", was used to relieve the crowded conditions at the Men's Almshouse. This occurred in 1892, although the men had to leave so that the Board of Health could isolate one person at the end of the year. Thus it was recommended that an addition be constructed on the **Men's Almshouse** (MHC #192). This was completed by John Burt in 1893 at a cost of $1552.

During the 1890s Town Reports begin to refer to the farm as the Town Farm. The number of inmates remained at twelve and below. The farm continued to be productive. The sale of milk and pork provided an income for the farm. Wood on the farm was sawed, split and delivered to the poor of the town for use as fuel. In 1898 the Board of Health made "improvements to the Pest House and purchased bedding so it can be used at any time for two cases of small pox, should any cases develop in town."

In ca. 1896 the only change that has been made to the farm's original boundaries occurred with the taking of six acres on the southwestern side for inclusion in the newly created Blue Hills Reservation by the Metropolitan Park Commission, as documented in a comparison of the Town Farm's boundaries in 1896 and 1905 Milton atlases.

In 1903 responsibility for the Town Farm was transferred from the Selectmen to a new town board, the Overseers of the Poor. During the next twenty years the farm continued to be managed by a resident superintendent and his wife. It was the policy of the Overseers to "admit as regular inmates only those who are too infirm properly to care for themselves in their own homes…." As in the past, the male and female inmates were single or widowed, ranging in age from 40-80. Their numbers ranged from four to fifteen annually.

The two almshouses as well as the stable and pest house, now called the detention hospital, continued to be maintained. In 1904 all four buildings were connected to the town water system. The **Men's Almshouse** (MHC #192) was improved with the construction of a cellar and installation of heating apparatus under the 1893 wing and the **Pest House** (MHC #193) was improved with a new nurse's room, a new cellar and furnace under the supervision of Milton architect George H. Ingraham. Since 1904 there have been no significant alterations to either building.

As reported in the 1907 Annual Town Report, "the Town Farm contains thirty-four acres of rolling surface about two-thirds of which is covered with tree growth varying in age from ten to thirty years." Stone bounds were set in place to mark the boundaries of property as part of the Town Farm survey project. The only one presently reported is the **Entrance Bound Stone** at the entrance to the driveway off Governor Stoughton Lane. The 1907 survey map is presently hanging on the wall of the den in the Main Almshouse. The **Wood Lot** continued to be cut, providing fuel for the poor.

The 1920 Annual Town Report stated that Town had to support the Pest House, or "detention hospital" as it was now referred to, in order to conform to the state law, although it was rarely used. With a rigorous town vaccination program, there were few small pox cases, one in 1901, three in 1902 and then the last reported case in 1918. During these years the Superintendent of the Town Farm was also appointed Superintendent of the Detention Hospital and the building was regularly maintained and painted.

Early Modern Period (1920-1941)

Between 1920 and 1940 the average number of inmates at the Town Farm was five. Despite the small number, the Town Farm continued to be supported by Town Meeting as in 1927 because it was "a good home for the aged poor of Milton," who did not come under the responsibility of state laws as did the insane, deficient and delinquent. From time to time there were several additional people, "boarders," who were supported by private contributions. By 1926 the single men and women lived together in the **Main Almshouse** (MHC #218). While the Matron continued to oversee the inmates, the Superintendent worked in the fields to make the farm productive, now with the help of hired labor.

From 1926 to 1931 the **Men's Almshouse** (MHC #192) was used for families in need. Thereafter both this house and the **Pest House** (MHC #193), no longer used by the Board of Health (renamed the Public Health Board in 1924), were rented.

During the Depression, the Town Farm served as the distribution center for Federal aid. This use, along with providing care for the aged poor and for temporary emergency cases as well as farm work for unemployed men were the justifications for keeping the Town Farm, at times now called the "Town Infirmary," in operation. In 1933 the road from Canton Avenue to the Town Farm was formally named Governor Stoughton Lane.

In October 1940, there no inmates at the Town Farm, for the first time in its history. Five months later, at the March 8, 1941 Town Meeting, Article 4 was accepted:

> "Voted: To discontinue the Town Infirmary located on forty acres of land received under the will of Governor William Stoughton."

The Town Meeting also accepted Article 5:

> "Voted, That the Selectmen be and hereby are authorized in the name and behalf of the Town to lease forty acres of land received under the will of Governor William Stoughton, and the buildings thereon, or any part, thereof, for a term not exceeding three years, for such rental and on such terms and conditions as the Selectmen shall determine, the net proceeds of such lease to be applied for the benefit of the poor of the Town as the Selectmen shall judge best."

1941 to Present

Since 1941 the buildings have been rented and the monies received have been deposited in the Governor Stoughton Trust Fund, established in 1941. The Selectmen as Trustees of the Governor Stoughton Fund have used the fund to support Milton residents in need, e.g. pay for fuel assistance.

At present the three houses, **Main Almshouse** (MHC #218), **Men's Almshouse** (MHC #192) and the **Pest House** (MHC #193), are rented. The **Stable** is used by two of the families to board their horses.

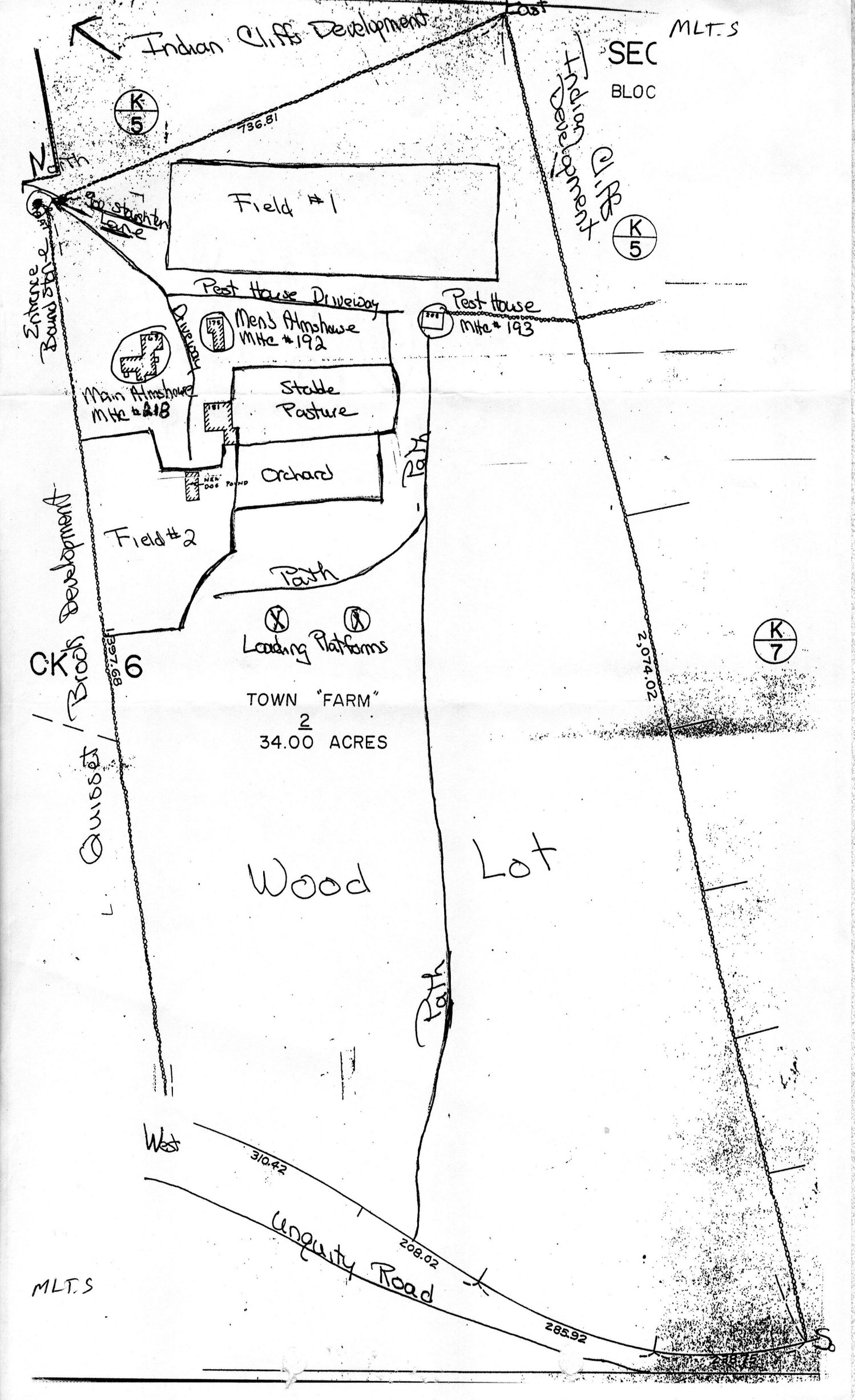
In 1970 the Milton Dog Pound was located in the old cow shed in the basement of the Stable. A section of Field #2 was paved for a parking lot for the pound. In 1980 the Dog Pound was renamed the **Animal Shelter** and moved to its newly constructed quarters across from the Stable where it continues to operate. **Fields #1** and **#2**, the **Stable Pasture** and the **Orchard** are currently used to graze horses. The **Wood Lot** was last lumbered by the Town in 1976.

The Milton Poor Farm – Milton Town Farm has been a distinct and significant property in the Town of Milton since 1701. In that year Governor William Stoughton willed to the Town a wood lot to be used for the benefit of the poor. The Poor Farm was formally established in ca. 1805 on a cleared section of the wood lot with the construction of the first almshouse. The property continued to serve as a poor farm until 1941. Extant on the property today is a complex of 19th century buildings, including the second Main Almshouse (1854), the Men's Almshouse (1871), the Pest House (1888) which was used to isolate small pox victims, and the Stable (1882). 19th century landscape features include two agricultural fields, a stable pasture, an orchard, and a wood lot. Since 1941 the buildings have been rented by the Town and the monies used for families in need. The fields, pasture and orchard are presently used to graze horses. The general layout and buildings of the Poor Farm are historically intact and have not been significantly altered since 1941. However, the Milton Poor Farm is presently threatened with the construction of an elementary school in the wood lot and the demolition of the buildings. The Milton Poor Farm – Milton Town Farm retains integrity of location, design, setting, materials, workmanship, feeling and association and fulfills Criteria A and C of the National Register Places at the local level.

Cherau, Alexandra F, landscape architect and resident on Town Farm since 1975
Dillon, George, resident on Town Farm since 1976
Hamilton, Edward Pierce. *A History of Milton.* Milton: Milton Historical Society, 1957.
Teele, Albert K. *The History of Milton, MA.* Boston: Rockwell and Churchill Press, 1887.
Milton Town Records 1662-1842.
Milton Annual Town Reports 1837-1980
Milton News Newspaper 1882-1904
Milton Record and *Milton Record-Transcript Newspaper* 1904-1950
Milton Maps and Atlases: 1831, 1849, 1876, 1885, 1896, 1905, 1907, 1917, 1931.
Milton Assessor's Records.
Milton Building Department Records.
Milton Engineering Department Records.
Milton Historical Society Archives
Jenkins, Candace. National Register Nomination: Commonwealth of Massachusetts State Hospital and State School System. (Massachusetts Historical Commission, 1993)

INVENTORY FORM CONTINUATION SHEET **MILTON**
Data Sheet **AREA S**

MCH #	HISTORIC NAME	ADDRESS	DATE
Buildings			
218	Main Almshouse	169 Governor Stoughton Lane	1854
192	Men's Almshouse	175 Governor Stoughton Lane	1871
704	Stable	181 Governor Stoughton Lane	1882
193	Pest House	208 Governor Stoughton Lane	1888
705	Animal Shelter	Governor Stoughton Lane	1980
Structures			
946	Loading Platform (2)	Governor Stoughton Lane	19th century
947	Stone Walls	Governor Stoughton Lane	19th century
948	Entrance Bound Stone	Governor Stoughton Lane	1907
Landscape Features			
949	Field #1	Governor Stoughton Lane	1862/1885
950	Field #2	Governor Stoughton Lane	1862/1885
951	Stable Pasture	Governor Stoughton Lane	1882
952	Orchard	Governor Stoughton Lane	1862
953	Wood Lot	Governor Stoughton Lane	19th/20th c.


Indian Cliffs Development
MLT.S
SEC
BLOC
K 5
736.81
North
Field #1
To straighten Lane
Entrance Boundstone
Indian Cliffs Development
K 5
Post House Driveway
Post House
Mtke # 193
Driveway
Mens Almshouse
Mtke # 192
Main Almshouse
Mtke # 218
Stable
Pasture
Orchard
Dog Pound
Field #2
Path
Loading Platforms
Brooks Development
CK's
6
TOWN "FARM"
2
34.00 ACRES
Quissett
Wood
Lot
Path
K 7
2,074.02
West
310.42
208.02
Unquity Road
285.92
MLT.S

POOR FARM MAIN ALMSHOUSE
169 GOV. STOUGHTON LN
(MLT. 218)

POOR FARM STABLE
181 GOV. STOUGHTON LN
(MLT. 704)

MHC INVENTORY FORM CONTINUATION SHEET
MHC Inventory scanning project, 2008-2009

MACRIS No. MLT. 5

POOR FARM WEST HOUSE
208 GOV. STOUGHTON LN
(MLT. 193)

POOR FARM STABLE PASTURE
GOV. STOUGHTON LN
(MLT. 95)

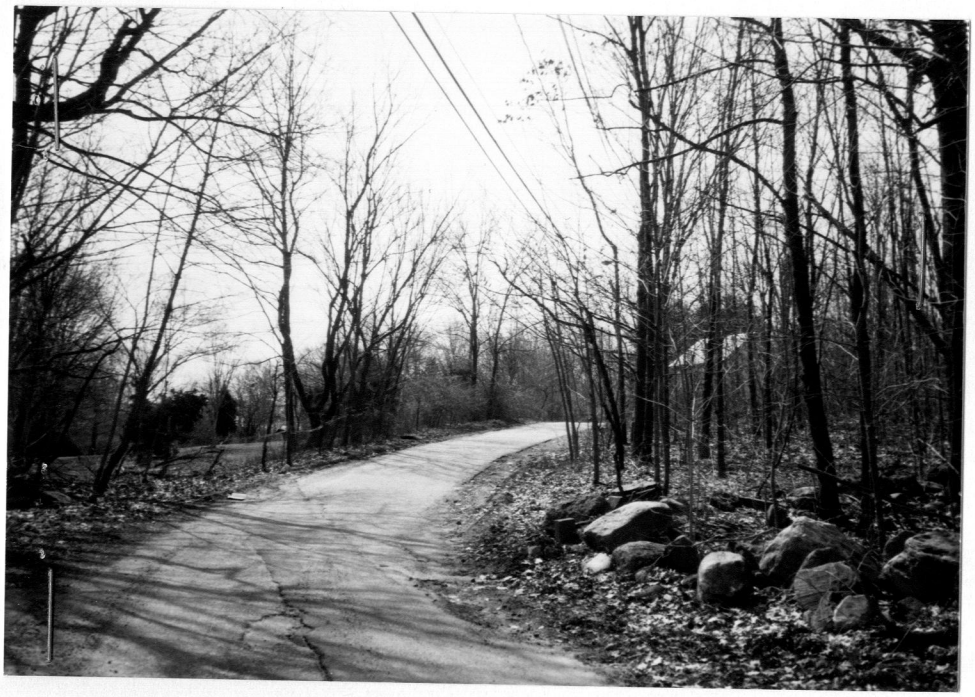
POOR FARM MEN'S ALMSHOUSE
175 GOV. STOUGHTON LN
(MLT. 192)

POOR FARM ANIMAL SHELTER AND FIELD
GOV. STOUGHTON LN
(MLT 705)

MHC INVENTORY FORM CONTINUATION SHEET
MHC Inventory scanning project, 2008-2009

MACRIS No. MLT. S

POOR FARM FIELD #1
GOV. STOUGHTON LN
(MLT. 949)



POOR FARM ENTRANCE BOUND STONES
GOV. STOUGHTON LN
(MLT. 948)

POOR FARM WOODLOT
GOV. STOUGHTON LN
(MLT. 953)

POOR FARM ORCHARD
GOV. STOUGHTON LN
(MLT. 952)

MHC INVENTORY FORM CONTINUATION SHEET
MHC Inventory scanning project, 2008-2009

MACRIS No. MLT.S

POOR FARM LOADING PLATFORM
GOV STOUGHTON LN
(MLT. 946)

POOR FARM ENTRANCE BOUND STONE
GOV. STOUGHTON LN
(MLT. 948)

MLT.S

Original yellow form: Eligibility file
Copies: Inventory form
Town file(w/corresp.)
Macris
NR director ____

Community: Milton

MHC OPINION: ELIGIBILITY FOR NATIONAL REGISTER

Date Received: 7 Apr 09 Date Due: Date Reviewed: 18 June 09

Type: _x_Individual __District (Attach map indicating boundaries)

Name: Milton Poor Farm aka Milton Town Farm Inventory Form: MLT.S, K 192-193, 218, 704-705, 946-953

Address: Governor Stoughton Lane

Requested by: Joe Grogan, Frank Mulligan

Action: __Honor __ITC __Grant __R & C
Other:

Agency: Staff in charge of Review:

INDIVIDUAL PROPERTIES

_x_ Eligible
__ Eligible, also in district
__ Eligible only in district
__ Ineligible
__ More information needed

DISTRICTS

__ Eligible
__ Ineligible
__ More information needed

CRITERIA: _x_A __B _x_C __D

LEVEL: _x_Local __State __National

STATEMENT OF SIGNIFICANCE by Phil Bergen

This 34-acre location, owned by the Town of Milton, was donated by Royal Gov. William Stoughton in 1701, and was used as the town poor farm from ca. 1805-1940. It provided shelter, occupation, and financial relief for indigents, both as transients and permanent residents who worked in the fields, tilled crops, and lived collectively. The parcel includes two mid 19th-century almshouses, a "Pest House" that housed smallpox victims, a stable, a 1980 animal shelter, and a variety of fields, wood lots, and assorted structures associated with the farm. Buildings were rented out post-1940, and the stable continues to be used for its original purpose.

This is a rare surviving example of a type of community building, complete with most of its original land, which was fairly common in MA as an early form of local welfare. (Six acres were ceded to the MDC parkways in the 1890s.) Most remaining town farms have been subdivided – Milton's has retained its acreage. The land has been owned by the town for over 300 years.