

**LAND DISPOSITION AGREEMENT
FOR THE REDEVELOPMENT OF PORTIONS OF THE
FORMER MEDFIELD STATE HOSPITAL**

This Land Disposition Agreement (the “Agreement”) is dated June __, 2022 (the “Effective Date”) by and between Town of Medfield, acting by and through the Board of Selectmen, a Massachusetts municipality with an address of 459 Main Street, Medfield, Massachusetts 02052 (“TOWN”) and Trinity Acquisitions LLC, a Massachusetts limited liability company with an address of 75 Federal Street, Boston, Massachusetts, 02110 (“Designated Developer”)

WHEREAS, pursuant to the Action dated March 23, 2021 (“Board Action”), the TOWN, issued a Request for Proposals dated April 5, 2021, including three (3) Addendums (collectively the “RFP”) which is attached as Exhibit A for the sale and redevelopment of a portion of the former Medfield State Hospital campus (“MSH”);

WHEREAS, in response to and in accordance with the RFP, Designated Developer submitted a proposal dated August 2, 2021 (“Proposal”) for the purchase and redevelopment of portions of the former Medfield State Hospital campus or portions thereof, as described in the Master Plan set forth in Appendix B of the RFP including approximately 87 acres but specifically excluding the following parcels as stated in the RFP; the Water Tower Parcel, The Laundry Parcel and the Cultural Arts Center. Notwithstanding the non-inclusion of the Water Tower Parcel in the RFP, the Designated Developer has proposed a parking area easement on said parcel subject to the provisions of this Agreement; and

WHEREAS, on March 22, 2022, the Town and Designated Developer entered into a Provisional Development Agreement (“PDA”) whereby the Designated Developer would commence certain Due Diligence activities as defined in the PDA; and

WHEREAS, the Town notified the Designated Developer by letter on April 7, 2022 that in addition to those specifically excluded areas noted in the paragraph above, the Public Ways (as defined herein) as well as the following areas are also excluded from disposition: the area known as the Arboretum, the Green and the “Non-buildable” portion of the North Field: The Town understands the Designated Developer is proposing to use the building in the North Field for multi-family housing and building parking on either side of it. The Town will retain the literal field behind the building outside the dotted line collectively, in addition to the excluded areas noted in the paragraph above as the “Excluded Areas”. The plan of land that the Town intends to convey to the Designated Developer and which will be the basis for the subdivision plan is attached as Exhibit A and shall be known as the “Project Area”; and

WHEREAS, the remainder of the land shall be excluded from disposition;

WHEREAS, the Designated Developer has been provided an opportunity and has in fact undertaken certain due diligence activities at its sole and complete discretion regarding the Project Area.

NOW, THEREFORE, for consideration of the promises and the mutual obligations of the parties hereto, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 CONVEYANCE OF THE PROJECT AREA

- A. Conveyance of the Project Area: The Town agrees to sell the Project Area to the Designated Developer and the Designated Developer agrees to purchase the Project Area from the Town in accordance with the terms and conditions of this Agreement.
- B. Condition of the Project Area: Designated Developer represents and agrees that it has been provided ample opportunity to conduct any and all inspections of the Project Area, and improvements thereon including all structures and otherwise, desired by the Designated Developer, including, without limitation, mechanical, structural, utility systems, pest, termite, lead paint, asbestos, radon, mold and any “Hazardous Materials” as hereinafter defined, chemicals, materials or substances and personal property being conveyed with the Project Area as of the date hereof, reasonable wear and tear excepted, the Designated Developer is fully satisfied with the results of same, the condition of the Project Area and all improvements thereon. The Town has made no warranties or representations, on which Designated Developer has relied with respect to the Project Area or improvements thereon, and further Designated Developer represents that it has undertaken all necessary and desired review(s) and investigations regarding the condition of Title to the Project Area and is satisfied with same and it is the understanding of the parties that the entire agreement of the parties with respect to the transaction which is the subject of this Agreement is fully and completely set forth in this Agreement. Designated Developer is purchasing the Project Area in its “**As Is / Where Is**” condition without any warranty or representation by the Town or any other party and Designated Developer has taken into consideration the results of any and all such inspections and reviews in agreeing to purchase the Project Area and all improvements thereon. Designated Developer is not relying on the Town or the Town’s agents for any information regarding the Project Area, including, without limitation, as to the character, quality, use, value, quantity or condition of the Project Area. Any statements which may have previously been made by the Town, either verbally or in writing, if any, are specifically hereby voided and are superseded by this Agreement. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder. Notwithstanding the foregoing, the Designated Developer shall be allowed access to the Project Area after the Effective Date hereof to continue ongoing due diligence for the Project including but not limited to additional testing, but regardless of any additional testing or results thereof, after the execution of this Agreement, the Designated Developer shall not be permitted to terminate this Agreement and receive a return of its Deposit, nor further modify any conditions hereof due to the results of said due diligence or testing.

Upon approval of the Project by Town Meeting, the Town will no longer have responsibility or obligation to maintain the structures or Project Area. The Designated Developer shall have the right, but not the obligation, to maintain the structures and Project Area and the Town shall provide a right of entry to the Designated Developer in order to undertake any maintenance or repairs at their own cost and expense.

- C. Easements and Public Ways: The Town and the Designated Developer have shown on the attached plan as set forth on Exhibit B, the locations of two (2) permanent access easements which represent the connector access easement to connect Parcels A1 and A2 as well as an easement to allow for access by horses. In addition, prior to the Closing the Town and Designated Developer will work together to identify temporary and permanent easements (collectively the “Easements”) which the Designated Developer may need for the construction and ongoing operation of the Project. If not located on public roads, the Easements shall also indicate the existing temporary and permanent easement related to the Town’s purchase of the property and obligations of the DCAMM LDA. The Parties shall execute mutually acceptable easements at the Time for Performance to be recorded with the Deed. No further action will be required by the Town for the approval and execution of the Easements.

Parking: The Designated Developer shall be permitted to construct a parking lot containing not more than 72 parking spaces on the Water Tower Parcel in the approximate location as shown on Exhibit C attached hereto (the “Parking Lot”). The Parking Lot shall be a public parking lot, available to the residents of the Project, guests, employees and invites as well as members of the public and shall NOT be exclusive to the Designated Developer. The Designated Developer shall be responsible for maintaining the parking lot including snow and ice removal. The Designated Developer shall receive a Right of Entry from the Town to perform said construction and maintenance. The Designated Developer shall obtain approval from the Town for the plans and engineering for the Parking Lot prior to construction. In no event shall the Parking Lot easement include any area within 10 feet of the 16 inch public water main which is adjacent to the water tower.

Further, the Town has agreed to retain ownership and responsibility for maintenance, including, with limitation, snow and ice removal, of the existing streets and sidewalks and any future streets or public ways (collectively the “Public Ways”) as set forth on Exhibit D (the “Public Ways Plan”) and which the parties agree shall be specifically exempted from the Project Area and which shall be retained by the Town. The Designated Developer shall be responsible for undertaking snow and ice removal and maintenance of the ways shown as “Trinity Owned and Maintained Ways” on the Public Ways Plan. Said snow and ice removal by the Town and the Designated Developer shall be done in compliance with the Town’s snow and ice removal policies.

Upon completion of construction, the Board of Selectmen may request that a future Town Meeting accept the roads, sidewalks and associated utilities. Notwithstanding the foregoing, the Town shall be responsible, as the owner of the Public Ways for maintenance, repair and snow removal.

SECTION 2 CONSIDERATION

- A. Purchase Price: The Purchase Price for the Project Area is TWO MILLION DOLLARS (2,000,000.00) (the “Purchase Price”). The Purchase Price shall be paid at the delivery of

the deed in good and immediately available funds in United States currency by certified, or Bank cashier's or treasurer's check(s), or provided that, at the Town's request, all amounts due to Town hereunder shall be transmitted by Federal wire to the Town's wire address specified in writing to Designated Developer not less than three (3) Business Days prior to the Time for Performance.

B. Additional Consideration:

1. Proposal Deposit: The Designated Developer paid a \$10,000.00 deposit (the "Proposal Deposit") at the time of submission of the Proposal pursuant to the RFP. The Designated Developer acknowledges and agrees that the Proposal Deposit became nonrefundable at the execution of the PDA except in the event of a default by the Town, but which is applicable to the Purchase Price. A negative vote of Town Meeting shall not be considered a default by the Town.
2. Project Expenses: The Designated Developer shall pay up to \$500,000 to fund the Town's reasonable third-party expenses during the "Due Diligence Period" and through construction of the project following the date the Project Area is sold to the Designated Developer. Said costs include, but are not limited to, peer review consultant fees, administration, implementation and completion of the requirements of the RFP, Selection Process, negotiation of PDA, and the negotiation and execution of the Legal Documents, costs and expenses associated with holding a Special Town Meeting as contemplated hereunder, engineering, legal, project management and project oversight, including consulting with subject matter experts as determined by the Town to determine project impacts, permitting, and inspections (collectively "Project Expenses"). Upon execution of the PDA, the Designated Developer paid an initial deposit of \$50,000 for Project Expenses into the Town's designated consultant account. In the event the account drops to \$10,000 the Designated Developer shall replenish the account back up to \$50,000. Each payment required hereunder related to Project Expenses shall be a "Project Expense Payment."

In addition to the foregoing and simultaneously with execution of the PDA, the Designated Developer paid to the Town the amount of \$25,000.00 ("PDA Payment") to be used by the Town to reimburse it for the Town's expenses incurred to date during this disposition process.

3. Closing Costs: At the Closing, the deed and any other documents or plans relevant to the closing shall be recorded at the Norfolk Registry of Deeds, and these recording costs, any applicable excise tax then due and owing, and any other costs and expenses incurred by the Town as a result of such conveyance shall be the responsibility of the Designated Developer, although the parties contemplate that such conveyances shall be exempt from taxation under the provisions of M.G.L. Chapter 64D.

4. Adjustments: The Designated Developer shall pay any, if any, taxes due in accordance with MGL c. 44, Section 63A.
5. Mitigation: The Designated Developer shall pay a mitigation payment to the Town of Medfield School Committee for the sole purpose to offset impacts on the schools to the Town of Medfield Public Schools a in the amount of ONE MILLION and No.100's DOLLARS (\$1,000,000.00).
6. Restrictions on Development: The Designated Developer shall develop the Project Area in accordance with the following:
 - a) The Project will consist of: the certified historic rehabilitation of up to 33 buildings into a maximum of 334 rental apartment homes with 25% being affordable (with 10% of the affordable units having an artist preference set aside if permitted by DHCD) to residents of 80% of area median income, related open space, amenities and pedestrian and traffic circulation and parking all as more fully set forth in the Proposal, specifically, Tab A, Development Plan and Narrative including sketch plans which have been updated as a result of the Due Diligence Activities and this LDA. The unit bedroom configuration shall not exceed thirty-four 3 bedroom units nor more than one hundred 2 bedroom units. (the "Project") Notwithstanding same, in the event the Designated Developer seeks a waiver to adjust the bedroom configuration requirement, this bedroom mix may be changed. A Regulatory Agreement securing the affordable units in perpetuity in a form acceptable to the Town and in conformance with the requirements of "DHCD" to allow the units to count towards the Town's subsidized housing inventory, shall be recorded at the Closing Date hereunder. This provisions 5(a) shall survive the delivery of the deed and shall be binding on all successors in interest in Title until such time the Regulatory Agreement is recorded.
 - b) The Designated Developer agrees to raise the necessary private and public funds, including MassWorks funds, to pay for the cost of the following public improvements:
 - (i) Reconstruct the roadway network into and throughout the Medfield State Hospital campus, including sidewalks
 - (ii) Construct new water and sewer infrastructure throughout the Medfield State Hospital campus and connecting to the Town's water and sewer systems. Infrastructure shall include connections to and include sufficient capacity for potential future development in accordance with potential maximum development under the zoning bylaws of the remaining Hospital Property.
 - (iii) Install and maintain access to Parcels A-1 and A-2, in accordance with the Easement Plan
 - (iv) Fund the design and construction of the proposed mitigation projects as identified in Section 5 of VHB's Transportation Impact and Access Study as set forth on Exhibit E.

The parties shall cooperate in good faith and agree to work together to obtain any required funding for the construction, upgrade and installation of infrastructure including public roads, water and sewer utility services for the project and the Property. The Town shall make no monetary contribution to fund infrastructure improvements required for the Project.

- c) Construction shall commence within thirty (30) days from the Closing Date and will be complete by March 31, 2026, with the right to extend for two (2) six-month terms. Notwithstanding the foregoing, the Designated Developer shall have the right to commence construction in phases.
- d) The development of the Project Area shall be carried out in compliance the requirements of the Massachusetts Historic Commission in accordance with the Memorandum of Agreement recorded in the Norfolk County Registry of Deeds as Exhibit C to the Department of Capital Asset Management and Maintenance (“DCAMM”) Agreement and which is dated December 2, 2014.
- e) The Designated Developer shall comply with the Massachusetts Environmental Policy Act (“MEPA”). Specifically, with respect to the MEPA Certificate dated April 2, 2010 as modified, issued by the Secretary of the Executive Office of Energy and Environmental Affairs (“EOEEA”) in MEPA File #14448R (the “Existing MEPA Certificate”), the Designated Developer shall become the successor proponent relative to the Project Area, it being understood that the Town and DCAMM will continue to be responsible for their respective retained portions of the property. For avoidance of doubt, the Developer shall be required to comply with any mitigation requirements regarding any impacts in the Project previously approved which haven’t changed and submit applications or modifications for: (i) inclusion of project elements not previously subject to MEPA review; or (ii) to meet current MEPA requirements. The resultant Environmental Impact Report (EIR) and any required Notice of Project Change shall be released for Public comments.
- f) The Designated Developer may use public water for irrigation of the Project Area following construction but said use shall be subject to approval by the Medfield Board of Water and Sewerage during the permitting process for the Project.

The foregoing items 6 (a-f) shall survive the delivery of the deed.

- 7. Restrictions on land retained by the Town: The Town agrees that in the event it determines it will develop or seek development of the Arboretum Parcel, said parcel shall only be developed in accordance with the provisions of the Zoning Bylaw applicable to said parcel and further that any such development will not

jeopardize the Historic Tax Credits of the Designated Developer for the Project Area. The provision shall survive the delivery of the deed.

SECTION 3 TITLE

A. Title. The Project Area shall be conveyed to the Designated Developer or its assignee by Release Deed subject to the following:

1. provision of this Agreement, without limitation the Restrictions set forth in Section 2 paragraph(B)(5) above.
2. Temporary Easements, to the extent they remain in existence, as set forth in the Land Disposition Agreement by and between DCAMM and the Town recorded in said Registry at Book 32740 Page 347 (the “DCAMM Agreement”).
3. Access required to be maintained by the Town in favor of the public and DCAMM as set forth in the DCAMM Agreement.
4. A reversionary interest in favor of the Town whereby the Project Area will revert back to the Town if the Designated Developer fails to complete the construction of the Project in accordance with the terms of this LDA. The reverter right will terminate upon the issuance of the certificate of occupancy for the Project, or the issuance of a final certificate of occupancy if more than one is issued for the Project. The Town will agree to record a Certificate of Completion upon the Designated Developer’s receipt of the Certificate of Occupancy to evidence the Designated Developer’s compliance with the terms of the LDA, which will automatically release the Town’s reverter. The reverter will allow for notice and cure rights to the lenders and investors of the Designated Developer and such other rights as the lender and investor may reasonably require that do not interfere with the Town’s rights hereunder.

SECTION 4 CLOSING AND CLOSING DELIVERABLES

A. Closing Date: The closing date for delivery of the deed shall be March 31, 2024 (the “Closing Date”) which Closing Date may be extended by the Designated Developer for two (2), six (6) month extension periods. Time is of the essence of this Agreement.

The Designated Developer shall forthwith pursue any and all necessary permits and approvals required to complete the Project and shall do so within the time set forth before the Closing Date as may be extended. The Designated Developer shall use all best efforts and move diligently through the approval and permitting process. Time is of the essence of this Agreement. The Designated Developer’s schedule of permitting and approvals is attached as Exhibit F.

B. Cooperation: The Town will cooperate with the Designated Developer in any applications for permitting or approvals including but not limited to submitting applications or letters of support to the Massachusetts Historic Commission (“MHC”), the National Park Service (“NPS”), the Department of Housing and Community Development (“DHCD”), the Executive Office of Economic and Environmental Affairs (“EOEEA”) and the Executive Office of Housing and Economic Development (“EOHED”).

C. Designated Developer Deliverables

1. Certification by the Designated Developer that information and representations contained in the Proposal remain true, complete, and accurate in all material respects.
2. An executed MEPA Certificate in the form attached to this Agreement as Exhibit G;
3. In the event the Designated Developer assigns its interest in the LDA and/or the Project Area to an affiliate of the Designated Developer which shall include the same, principals, officers, members, and/or be wholly owned by the Designated Developer, it shall notify the Town of same at least fifteen (15) days prior to the Closing Date.
4. The Designated Developer shall deliver at closing the following, substantially in conformance with forms attached as Exhibit H: DCAMM Notice - G.L. c. 7C §38 – disclosure of beneficial interest, Certificate of Non-foreign status, Certificate of Non-collusion, Certificate of non-tax payments due the Town or the Commonwealth.
5. Any plan required to be filed at the Registry of Deeds, subdivision or ANR plan, in order to effectuate the conveyance of the Project Area.
6. An opinion of counsel, acceptable to the Town addressed to the Town that the Designated Developer has the legal right, power and authority to enter into this Agreement and any other closing documents and perform all of its obligations hereunder and thereunder, and that the individuals executing this Agreement and any other closing documents have been duly authorized after all requisite action of the Designated Developer to execute same on behalf of and to bind the Designated Developer.
7. There has not been filed by or, to Designate Developer’s actual knowledge, against Designated Developer any petition in bankruptcy or other insolvency proceedings or proceedings for reorganization of Designated Developer or for the appointment of a receiver or trustee for all or any substantial part of Designated Developer’s property, nor has Designated Developer made any assignment for the benefit of its creditors or filed a petition for an arrangement, or entered into an arrangement with creditors which has not, in each case, been terminated prior to the date of the Agreement. If the foregoing statements are not true in all material respects when made with respect to Designated Developer, or are not true as of the time of Closing with respect to Designated Developer and any person or entity nominated by Designated Developer to take title in accordance with paragraph

C.5 above, the Designated Developer's Default shall be deemed to exist hereunder and the Town may exercise any of the remedies set forth herein, provided that if, prior to Closing, Designated Developer takes such steps as are necessary to render and in fact renders true a statement which was untrue when made, such termination shall be deemed rescinded and this Agreement shall continue as if such notice had not been given.

8. Settlement Statement
9. Purchase Price
10. Mutually agreed upon Easements
11. ANR/Subdivision Plan for the Project Parcel
12. The Designated Developer shall pay to the Town of Medfield School Committee mitigation in the amount of ONE MILLION and No.100's DOLLARS (\$1,000,000.00) in conformance with Section 2(B)(5) hereof.

D. Town's Deliverables

1. Certified Vote of Town Meeting authorizing the change of use and authorizing the Board of Selectmen to convey the Project Area to the Designated Developer.
2. Certified Vote of the Board of Selectmen authorizing the conveyance of the Project Area to the Designated Developer.
3. Deed.
4. Settlement Statement
5. Mutually agreed upon Easements
6. Title clearance documents, if any

E. It shall be a condition of the Designated Developer's obligation to close hereunder to reasonably determine if there is a plan that is acceptable to the Designated Developer, in its reasonable discretion, that the gun range use and operation does not interfere with the residential use of the Project Area.

SECTION 5 ENVIRONMENTAL MATTERS

- A. The Town represents that it has made all reasonable efforts to provide to the Designated Developer all records and information related to the environmental conditions of the Project Area, including without limitation those materials provided by DCAMM to the

Town. The Designated Developer, for itself and for its present and future interest holders and beneficiaries, officers, partners, directors, and successors, and for their respective successors, heirs and assigns, including without limitation each present and future ground lessee, and tenants of the Designated Developer of all or any portion or interest in the Project Area (collectively, Designated Developer and such other persons are referred to herein as the “Releasing Parties”), hereby remises, releases and forever discharges the Town and its respective heirs, successors and assigns of each of them and any person or entity that heretofore held any interest in or otherwise has any legal liability on account of its ownership or operation of the Project Area, including but not limited to DCAMM and/or the Commonwealth of Massachusetts (“Released Parties”) of, to and from all “Claims” (as hereinafter defined) that Releasing Parties may have against the Released Parties that arise out of, are connected with, or in any way related to the presence of “Hazardous Materials” (as hereinafter defined) that have existed or exist as of the Closing Date on the Project Area. In addition, as of the Closing Date, the Releasing Parties shall remise, release and forever discharge the Released Parties of, to and from all Claims, as hereinafter defined, that the Releasing Parties, or any of them, may have from time to time, to the extent such claims arise out of, are connected with, or in any way related to any “Hazardous Materials” , that have existed or exist as of the Closing Date on the Project Area (all such claims with respect to the entire Project Area are hereinafter referred to as the “Released Claims”). Without limiting the generality of the foregoing release and as further clarifications of the above, the Designated Developer, for itself and for each of the other Releasing Parties, acknowledges and agrees that the Released Claims released hereunder shall further include any and all Claims that the Releasing Parties or any of them, may hereafter have against the Released Parties or any of them with respect to any migration within the Project Area, at any time in the future, or any Hazardous Materials, as hereinafter defined, that exist as of the Closing Date on the Project Area. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

As used herein, the term “Claims” means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third party claims, cross-claims, contributions claims, indemnity claims, executions, judgments, losses, penalties, obligations, and all liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

As used herein, the term “Hazardous Materials” means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code or requirement, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. as amended (“CERCLA”) (and its implementing regulations), the amended Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et. seq. as amended (“RCRA”) (and implementing regulations), the Massachusetts Oil and

Hazardous Material Release Prevention and Response Act, M.G. L. c. 21E (and its implementing regulations) and the Massachusetts Hazardous Waste Management Act, M.G. L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health and safety, or welfare of the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyl, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, material and substances which could lead to any liability, costs, damages, and/or penalties under any “Legal Requirements” (as hereinafter defined). The term “Legal Requirements” shall mean all past, present or future federal, state or local laws, rules, codes or regulations or any judicial or administrative interpretation thereof, including without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof. The parties agree that the foregoing language is solely to define the parties’ respective rights and liabilities to each other.

- B. Survival. The covenants set forth in this Section 5 shall survive the delivery of the deed.

SECTION 6 LIABILITY AND INDEMNIFICATION

- A. No official, employee, agent or consultant of the Town shall be personally liable to the Designated Developer, or to any successor in interest or any person claiming through the Designated Developer, in the event of any default or breach of this Agreement, or for any amount which may become due or on any claim, cause of action or obligation whatsoever under the terms of this Agreement. All claims against the Town shall be governed by the provisions of this Agreement and M.G.L. c. 258. No officer, member, manager, director, employee agent or consultant of the Developer shall be personally liable to the Town, or to any successor in interest or person claiming through the Town, in the event of any default or breach of this Agreement, or for any amount which may become due or on any claim, cause of action or obligation whatsoever under the terms of this Agreement.
- B. The Designated Developer agrees to indemnify, protect, defend and hold harmless the Town and their respective officials, employees, agents and consultant (collectively “Indemnitees”) from and against, and reimburse the Indemnities for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, brokerage commissions, finders fees, costs and expenses arising as a result of the Designated Developer’s ownership of the Project Area and in which the basis of such claims first arose after the Closing (collectively “Indemnification Claims”) to the maximum extent permitted by law, including reasonable attorney’s fees and expenses , which may be imposed upon, asserted against or incurred or paid by any of the Indemnitees, or for which any of the Indemnitees may become liable, by reason or account of any actions or omission of Designated Developer or its officers, employees, agents and consultants in connection with the Project Area after the Project Area is conveyed to the Designated Developer, except for any Indemnification Claims caused solely by any negligence of the Indemnitees.

- C. The parties agree that the foregoing language is solely to define the parties respective rights and liabilities as to each other and not to remove any statutory limitation on liability to third parties to which party is entitled or otherwise to expand said third-party liability.
- D. All of the provisions of this Section 6 shall survive the delivery of the deed.

SECTION 7 DEFAULT

A. Designated Developer’s Defaults; Town’s Remedies. If the Designated Developer shall fail to fulfill the Designated Developer’s agreements herein and fail or refuse to Close and to pay the Purchase Price as and when required hereunder, (a “Designated Developer Default”, this Agreement shall automatically terminate and all Deposit made hereunder by the Designated Developer, with interest accrued thereon, shall be paid over and disbursed to Town, including any unpaid but incurred Project Expenses as liquidated damages, and which shall be the Town’s sole remedy, at law or in equity, for Designated Developer’s Default hereunder.

B. Town Default, Designated Developer’s Remedies. If the Town shall fail to fulfill the Town’s agreements herein, other than by reason of Designated Developer’s fault or other reasons beyond Town’s control (a “Town Default”), then, as Designated Developer’s sole and exclusive remedy in such event, Designated Developer shall have the right to (i) terminate this Agreement by written notice to Seller and to obtain the return of the Deposit and shall have no further remedy at law or in equity or (ii) seek any other remedy at law or in equity including specific performance hereunder provided any legal action shall be commenced within sixty (60) days.

SECTION 8 GENERAL PROVISIONS

- A. Upon execution of this LDA it shall be held in escrow pending approval of the Project at Town Meeting. In the event the Project is not approved at Town Meeting, the LDA and the PDA shall become null and void and to the extent the Town retains any unused Project Expense funds, once all expenses incurred have been paid, they shall be returned to the Designated Developer. In the event, the Town Meeting approves the Project, this Agreement shall forthwith be recorded at the Norfolk Registry of Deeds.
- B. Either party exercising any termination rights or fulfilling any other notice requirements set forth in this LDA shall give notice, in writing, to the other party by delivering said notice in person with receipt or by sending by certified mail “return receipt requested”, email or by nationally recognized overnight delivery service to the addresses listed below:

If to the Town:

Board of Selectmen
Town House

459 Main Street
Medfield, Massachusetts 02052

With a copy to:

Lisa L. Mead
Mead Talerman & Costa, LLC
30 Green Street
Newburyport MA 01950
978 463 7700 ext. 101
Lisa@MTClawyers.com

If to Designated Developer:

Trinity Acquisitions LLC
75 Federal Street
Boston MA 02110

With a copy to:

Deirdre M. Robinson, Esq.
Robinson & Cole LLP
One Boston Place, 26th Floor
Boston, MA 02108
617-557-5928
DMRobinson@rc.com

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices that are delivered shall be deemed given when received. Notices sent by certified mail shall be deemed given five (5) days after being deposited in the United States mail, postage prepaid, return receipt requested.

- C. No transfer (by assignment or otherwise) of all or part of the Designated Developer's interest in this LDA shall be made except as noted above in section 4(C)(3). This provision shall cease and be of no effect five (5) years from the issuance of the Certificate of Completion for the entire project.
- D. Upon execution of this LDA, it shall supersede all provisions of the PDA and any other agreement of the parties. This LDA shall be governed for all purposes by Massachusetts law, without application to Massachusetts law governing choice of law.
- E. This Agreement is to be construed as Massachusetts contract, is to take effect as a sealed instrument, and may be cancelled, modified or amended only by written instrument executed by the parties hereto.
- F. During the term of this Agreement and until the conveyance of the Property, the Town shall have the right to rent out or otherwise let the Property to third parties for temporary use thereof and the scheduling of same shall be done in cooperation with the Designated Developer. For avoidance of doubt, the Town will use best efforts to be sure any such use will not interfere with the Designated Developer's permitting efforts or pre-construction activities.

- G. Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them. If any date or end of a period for performance by the Town or the Designated Developer under this Agreement falls or expires on a Saturday, Sunday or legal holiday in the offices of the Town, said date or period shall be deemed to fall or expire on the first succeeding business day in the Town offices after said Saturday, Sunday or legal holiday.
- H. Except as expressly provided herein, no waiver by any Party of any failure or refusal of the other Party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other Party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the Party to be charged and then only to the extent specifically stated therein.
- I. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, 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 other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- J. This Agreement and the representations, warranties, covenants and agreements contained herein are made and entered into for the sole protection and benefit of the Parties hereto and their successors in interest, if any, and no other person, persons, entity or entities shall have any right of action hereon or right to claim any right or benefit from the terms contained herein or be deemed a third part beneficiary hereunder.
- K. Any caption on any section of this Agreement is inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.
- L. The Town and the Designated Developer each warrant and represent to the other that they have not dealt with any broker or other person who would be entitled to any payment in the nature of a brokerage commission or finder's fee (a "Brokerage Commission") in connection with the Property or Project Area or the transaction set forth in this Agreement and agrees to hold the other harmless and indemnified against any claim for a Brokerage Commission by any person with whom they have dealt in breach of the foregoing warranty. This provision shall survive the delivery of the deed.
- M. Neither the Town nor the Designated Developer shall be considered in breach of the duties or obligations required to be performed by it pursuant to this Agreement in the event of delay in the performance of such obligations due to acts of God, acts of the public enemy, governmental interference, court order, requisitions or order of government bodies or authorities, requirements under any statute, law, rule, regulation or similar requirement of a government authority which shall be enacted or shall arise following the date of this Agreement, casualties, fires, floods, epidemics, labor disputed, strikes, unusual and severe weather conditions, unavailability of labor or materials, delays in obtaining insurance

proceeds, insurrection, riot, civil commotion, lock-out, or any other unforeseeable event, the occurrence of which would prevent or preclude either party from fully and completely carrying out and performing its obligations under this Agreement (collectively “Force Majeure”) and the time for performance shall be extended for the period of delay from such cause or causes; provided, however, that the period of extension and the reasons thereof shall be in writing signed by both parties, and provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension of the period of the delay.

- N. This Agreement may be executed by the parties in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute one and the same instrument.
- O. Prior to the issuance of the first occupancy permit, the Town agrees that the bus parking lot currently located on The Green will be removed.
- P. The Board of Selectmen shall have the right and authority to amend, modify or supplement this Agreement so long as the modifications or amendments are consistent with the terms of this Agreement and the RFP Proposal. The Designated Developer shall not be permitted to add additional housing units over what is set forth in this Agreement, without approval of Town Meeting.
- Q. It shall be a condition of the Designated Developer’s obligation to perform hereunder that the Town has removed the remediation area and the area of any monitoring stations adjacent to the Laundry Parcel from the Project Area, such removed areas to be finally determined and confirmed by mutual agreement of the Town and Designated Developer during the permitting process.

Witness the execution hereof under seal as of the day first above written.

Town of Medfield

Medfield Board of Selectmen

Designated Developer

Trinity Acquisitions LLC

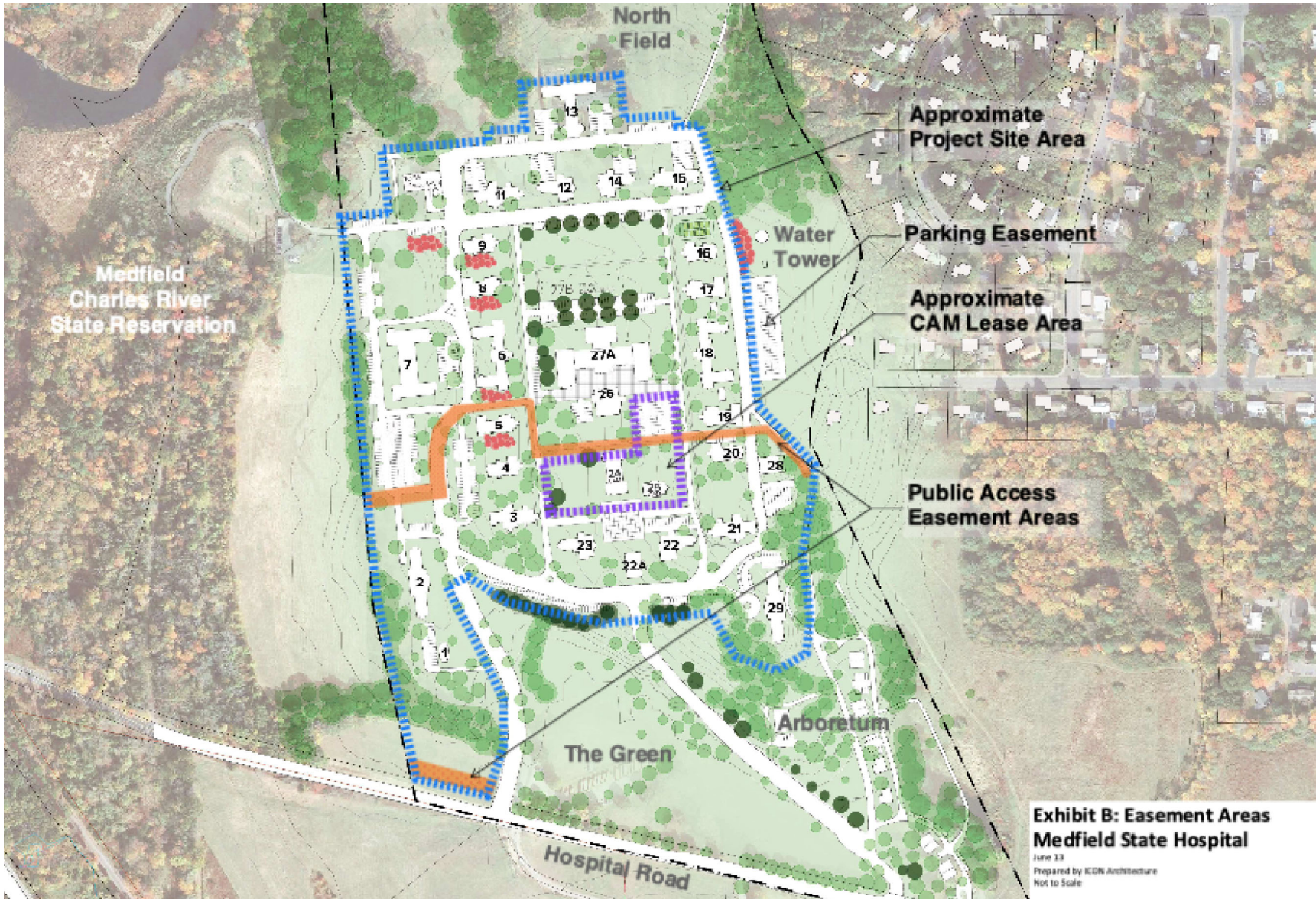
By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY TO BE CONVEYED



**Exhibit A: Project Area
Medfield State Hospital**
June 13
Prepared by ICOR Architecture
Not to Scale

EXHIBIT B
EASEMENTS



**Exhibit B: Easement Areas
Medfield State Hospital**

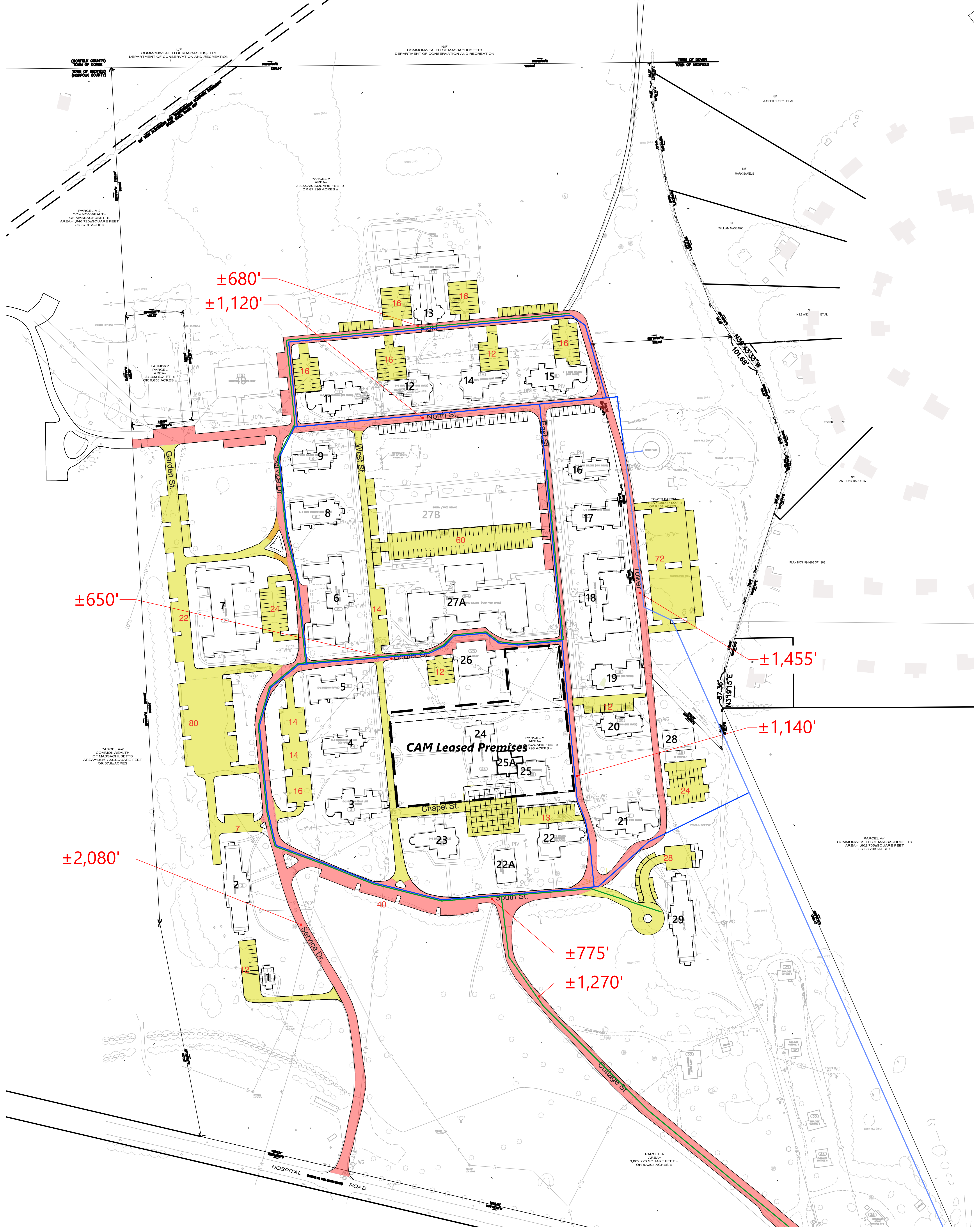
June 13
Prepared by KCR Architecture
Not to Scale

EXHIBIT C

PARKING LOT

To be enclosed

EXHIBIT D
PUBLIC WAYS



±680'
±1,120'

±650'

±2,080'

±1,455'

±1,140'

±775'

±1,270'

LEGEND

- Public Right of Way and Town Maintained Snow and Ice Removal
- Trinity Owned and Maintained Snow and Ice Removal
- Proposed Water
- Existing Water
- Proposed Sewer

LENGTH SUMMARY

Total Public Right of Way and Town Maintained Snow and Ice Removal Length = ±9,170 LF

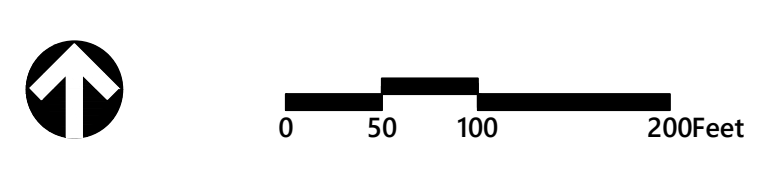


EXHIBIT E

VHB TRAFFIC IMPACT STUDY

Medfield State Hospital Redevelopment

Medfield, Massachusetts

PREPARED FOR

Trinity Acquisitions, LLC
75 Federal Street
Boston, Massachusetts, 02110

PREPARED BY



101 Walnut Street
PO Box 9151
Watertown, MA 02471
617.924.1770

MAY 2022

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Executive Summary

VHB has conducted a detailed traffic evaluation to assess the potential impacts associated with the proposed redevelopment of a portion of the Medfield State Hospital (MSH) property. The proposed Project involves a total of 334 residential units and an 11,834 sf clubhouse.

Based on an understanding of the current traffic operations in the region and input from the Town of Medfield, a study area comprised of the following seven unsignalized intersections and their approach roadways were included in this assessment:

- › N. Meadows Road (Route 27) at Hospital Road
- › Hospital Road at Service Drive/McCarthy Park Driveway
- › Hospital Road at Stonegate Drive
- › Hospital Road at Harding Street
- › Harding Street at West Mill Street
- › Harding Street at West Street
- › Harding Street at North Street

A 48-hour automatic traffic recorder (ATR) count was conducted on Hospital Road between the Site driveways on Tuesday, April 12, 2022 through Wednesday, April 13, 2022 to collect volumes and speeds. Peak-hour turning movement counts (TMCs) to collect peak hour volume data were conducted at each of the study area intersections on Wednesday, April 13, 2022 from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM.

Based on standard ITE data, the Project is expected to generate approximately 2,216 daily vehicle trips, and 126 and 164 vehicle trips during the critical weekday morning and evening peak hours, respectively. The capacity analyses conducted as part of this evaluation indicated that the Project will not significantly impact operating conditions at all study area intersections between 2029 No-Build and 2029 Build conditions.

As part of the Project, the Proponent will implement the following measures:

- › Transportation Demand Management Program
- › Site Access Improvements
- › Intersection Improvements at Harding at North Street, Harding at West Street, and Hospital Road at Harding Street

Overall, the results of this study show that the additional new traffic generated by the proposed Project will have minimal impacts and can be accommodated on the surrounding roadway network. However, the Proponent is proposing a mitigation program to improve study area operations and safety.



1

Introduction

VHB, on behalf of Trinity Acquisitions, LLC (the “Proponent”), has conducted this Transportation Impact Assessment (TIA) for the proposed redevelopment of a portion of the Medfield State Hospital (MSH) property (the “Project”) located in Medfield, Massachusetts. The 87-acre parcel of land (the “Site”), which is owned by the Town of Medfield, is located north of Hospital Road, east of the Charles River State Reservation, and west of Harding Street. The Project Site is shown in Figure 1.

The Project is anticipated to include renovation of approximately 36 existing buildings into multi-family residential units, and creation of a new artist live/work housing centralized to the campus. The existing hospital buildings have been abandoned since 2003.

This traffic study has been prepared in conformance with the Massachusetts Department of Transportation’s (MassDOT) Transportation Impact Assessment (TIA) Guidelines.¹

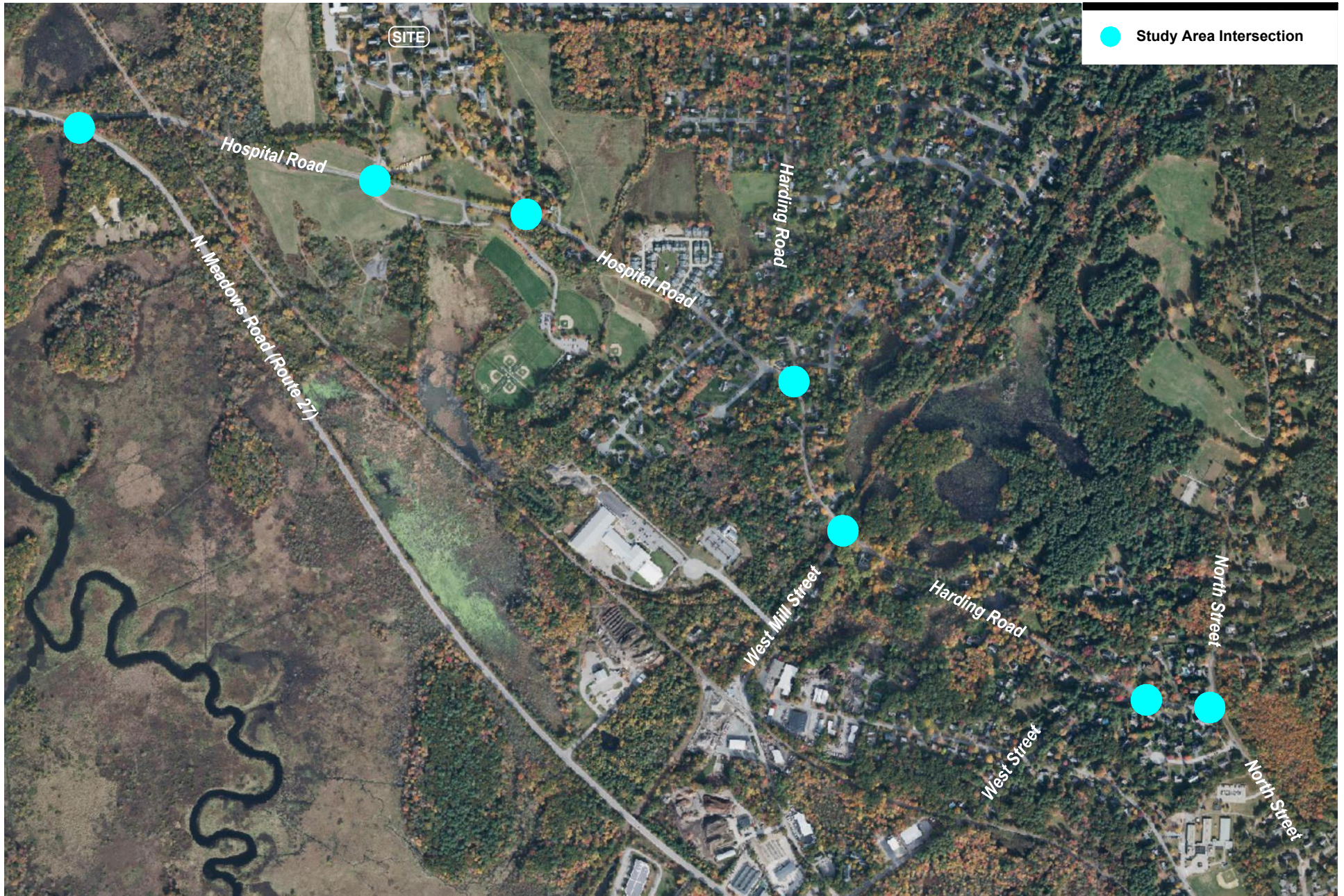
1.1 Project Description

Under existing conditions, the Site is currently a popular place for dog walking and recreational exercise. Additionally, an unpaved bus parking area is also currently located at the front of the campus. Finally, the Cultural Alliance of Medfield currently hosts events on the campus.

The current development proposal for the Site involves a total of 334 residential units and an 11,834 sf clubhouse. The Project will prioritize safe pedestrian paths to promote walking.

It should also be noted that in future conditions, the Bellforge Arts Center will operate out of Buildings 24 and 25 (the Chapel and Infirmary), located in the center of the MSH campus. The Bellforge Arts Center is a separate project undertaken by the Cultural Alliance of Medfield.

¹ *Transportation Impact Assessment (TIA) Guidelines*, Massachusetts Department of Transportation, March 13, 2014.



 Study Area Intersection



Figure 1

Site Location and Study Area Intersections

Medfield State Hospital Redevelopment
Medfield, Massachusetts

1.2 Study Methodology

This traffic assessment has been conducted in three main stages. The first stage involved an assessment of existing traffic conditions within the Project area including an inventory of existing roadway geometry; observations of traffic flow, including daily and peak period traffic counts; and a review of vehicular crash data.

The second stage of the study established the framework for evaluating the transportation impacts of the proposed project. Specific travel demand forecasts for the Project were assessed along with future traffic demands on the study area roadways due to projected background traffic growth and other proposed area development that will occur, independent of the proposed development. The year 2029, a seven-year time horizon from the traffic data collection, was selected as the design year for analysis for the preparation of this TIA in accordance with MassDOT guidelines.

The third and final stage involved conducting traffic analyses to identify both existing and projected future roadway capacities and demands. This analysis was used as the basis for determining potential Project impacts and potential mitigation measures.



2

Existing Conditions

Evaluation of the transportation impacts associated with the proposed development requires a thorough understanding of the existing transportation system in the Project study area. The existing conditions evaluation consisted of an inventory of the traffic control, roadway, driveway, and intersection geometry in the study area; the collection of peak period traffic volumes; an overview of existing public transit options; and a review of recent vehicular crash history. Each of these elements is described in detail below.

2.1 Study Area

Based on an understanding of the current traffic operations in the region and input from the Town of Medfield, a study area comprised of the following seven unsignalized intersections and their approach roadways were selected for the review and are highlighted in Figure 1:

- › N. Meadows Road (Route 27) at Hospital Road
- › Hospital Road at Service Drive/McCarthy Park Driveway
- › Hospital Road at Stonegate Drive
- › Hospital Road at Harding Street
- › Harding Street at West Mill Street
- › Harding Street at West Street
- › Harding Street at North Street

2.1.1 Roadway Geometry

Descriptions of the study area roadways and intersections are provided below, including descriptions of the existing lane configurations, traffic control at the study area intersections, the roadway jurisdiction in this area, and existing pedestrian and bicycle infrastructure. Lane geometry and traffic control is shown in Figure 2.

2.1.1.1 Roadways

N. Meadows Road (Route 27)

N. Meadows Road (Route 27) is a principal arterial under local Town of Medfield jurisdiction. The roadway travels in a north-south orientation. In the study area, one vehicular travel lane and one bike lane is provided in each direction. No sidewalks are provided in the study area. Land use along the roadway is mostly undeveloped in the vicinity of its Hospital Road intersection, but includes commercial, residential, and industrial uses. The posted speed limit in the study area is 50 mph.

Hospital Road

Hospital Road is a minor arterial under local Town of Medfield jurisdiction. The roadway travels in an east-west orientation, connecting to Route 27 to the west and turning into Harding Street to the east. One travel lane is provided in each direction. No formal bicycle or pedestrian accommodations are provided. Land use along the roadway is a mix of institutional, recreational, and residential uses. The posted speed limit is 30 mph for most of the roadway, reduced to 25 mph east of Copperwood Road.

Harding Street

Harding Street is under local Town of Medfield jurisdiction, and classified as a major collector north of Hospital Road and a minor arterial east of Hospital Road. The roadway travels in a north-south orientation north of its intersection with Hospital Road and an east-west orientation east of its intersection with Hospital Road. Hospital Road transitions into Harding Street. One travel lane is provided in each direction. No formal bicycle or pedestrian accommodations are provided. Land use along the roadway is residential in the study area. The posted speed limit in the study area is 40 mph, reduced to 25 mph between West Street and North Street.

West Mill Street

West Mill Street is a local road under local Town of Medfield jurisdiction. The roadway travels in a generally north-south orientation connecting Harding Street to the north and West Street to the south. One travel lane is provided in each direction. No formal bicycle or pedestrian accommodations are provided. Land use along the roadway is mainly industrial, with some residential. The posted speed limit in the study area is 30 mph.

West Street

West Street is a minor arterial under local Town of Medfield jurisdiction. The roadway travels in a generally north-south orientation connecting Harding Street to the north and through Route 27 to the south. One travel lane is provided in each direction. No formal bicycle or pedestrian accommodations are provided. Land use along the roadway is residential and commercial. The posted speed limit in the study area is 30 mph.

North Street

North Street is a minor arterial under local Town of Medfield jurisdiction. The roadway travels in a generally north-south orientation. One travel lane is provided in each direction. No formal bicycle accommodations are provided. In the vicinity of the study area, sidewalks are provided on both sides of the roadway south of Wheelwright Road, and on the east side of the road between Wheelwright Road and Winter Street (just north of Harding Street). Land use along the roadway is residential, commercial, and institutional. The posted speed limit in the study area is 30 mph, except in the vicinity of Harding Street where it is reduced to 25 mph.

2.1.1.2 Intersections

N. Meadows Road (Route 27) at Hospital Road

N. Meadows Road (Route 27) runs in a north-south direction and is intersected by Hospital Road from the east to form a three-legged signalized intersection. All approaches consist of one approach lane. The Hospital Road approach is stop-controlled. A channelized turn is provided from Route 27 northbound to Hospital Road.

Hospital Road at Service Drive/McCarthy Park Driveway

Hospital Road runs in an east-west direction and is intersected by Service Drive (the west Site driveway) from the north and the McCarthy Park driveway from the south to form a four-legged unsignalized intersection. All approaches consist of one general-purpose lane. Service Drive and the McCarthy Park driveway are under stop control, although no stop sign is provided. No pedestrian or bicycle accommodations are provided.

Hospital Road at Stonegate Drive

Hospital Road runs in an east-west direction and is intersected by Stonegate Drive (the east Site driveway) from the north to form a three-legged unsignalized intersection. All approaches consist of one general-purpose lane. Stonegate Drive is under stop control, although no stop sign is provided. No pedestrian or bicycle accommodations are provided.

Hospital Road at Harding Street

Hospital Road runs in an east-west direction and is intersected by Harding Street from the north to form a three-legged triangular unsignalized intersection. All approaches consist of one general-purpose lane. The Harding Street southbound left-turn is under stop-sign control, the Harding Street southbound right-turn operates under yield control with no pavement markings or signage, and the Hospital Road eastbound left-

turn operates under stop control with no pavement markings or signage. No pedestrian or bicycle accommodations are provided.

Harding Street at West Mill Street

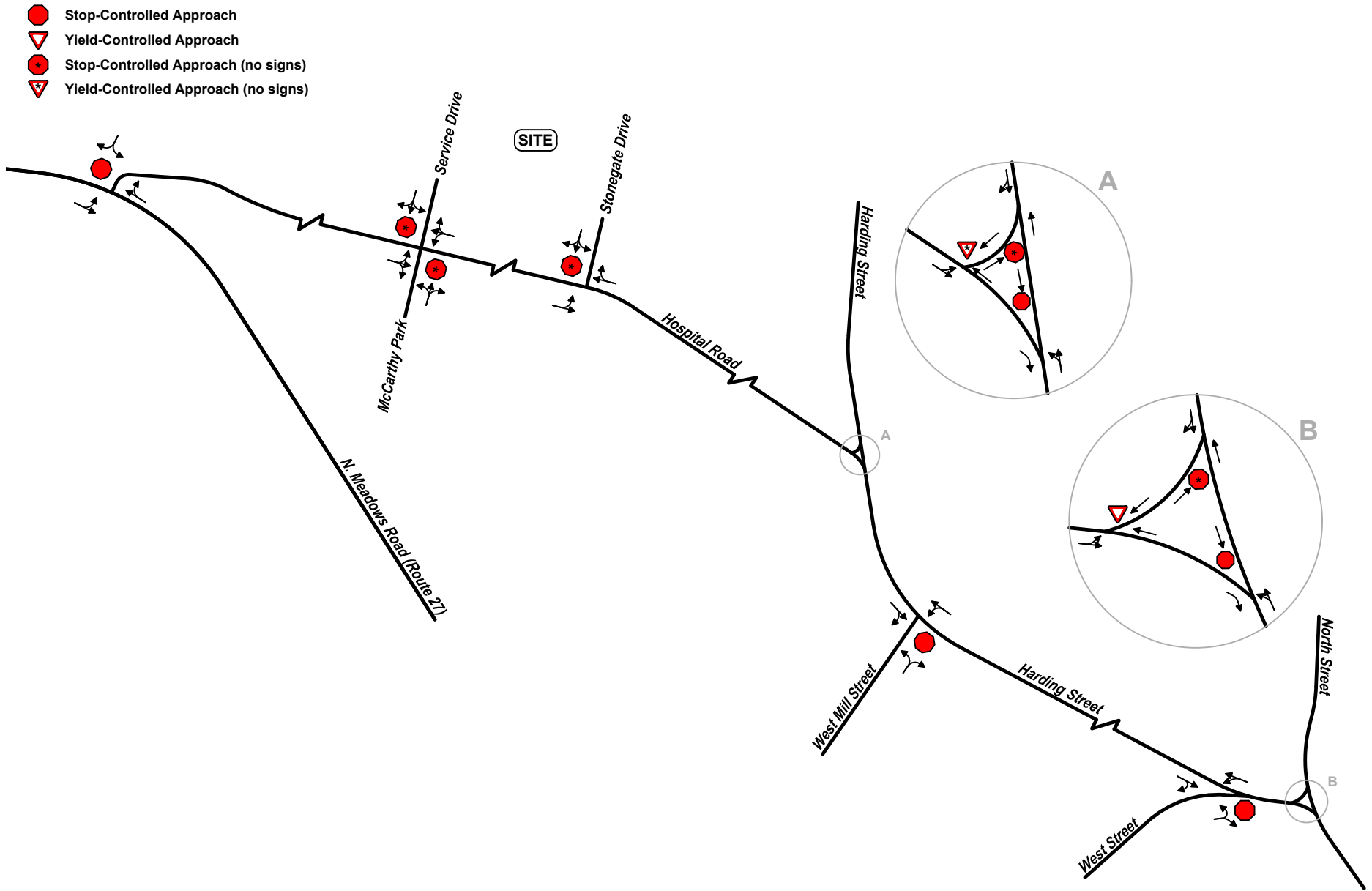
Harding Street runs in an east-west direction and is intersected by West Mill Street from the south to form a three-legged unsignalized intersection. All approaches consist of one general-purpose lane. The Harding Street southbound left-turn is under stop-sign control, and the Harding Street southbound right-turn is under yield control, although no yield sign is provided. No pedestrian or bicycle accommodations are provided.

Harding Street at West Street

Harding Street runs in an east-west direction and is intersected by West Street from the southwest to form a three-legged unsignalized intersection. All approaches consist of one general-purpose lane. West Street is under stop-sign control. No pedestrian or bicycle accommodations are provided.

Harding Street at North Street

Harding Street runs in an east-west direction and is intersected by North Street from the north to form a three-legged triangular unsignalized intersection. All approaches consist of one general-purpose lane. The North Street southbound through movement is under stop-sign control, the North Street southbound right-turn movement is under yield-sign control, and the Harding Street eastbound left-turn operates under stop control with no pavement markings or signage. No pedestrian or bicycle accommodations are provided.



↑ Not to Scale



Figure 2

Intersection Lane Geometry and Traffic Control

**Medfield State Hospital Redevelopment
Medfield, Massachusetts**

2.2 Traffic Volumes

To identify current traffic flow characteristics along the primary roadways serving the Project study area, peak-hour turning movement counts (TMCs) and daily traffic volumes were collected within the study area. Traffic volumes for the analysis were collected in April 2022.

2.2.1 Count Data

A 48-hour automatic traffic recorder (ATR) count was conducted on Hospital Road between the Site driveways on Tuesday, April 12, 2022 through Wednesday, April 13, 2022. Peak-hour turning movement counts (TMCs) to collect peak hour data were conducted at each of the study area intersections on Wednesday, April 13, 2022 from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM. All traffic count data is included in the Appendix.

The TMC data collection included the typical weekday morning and weekday evening peak periods, with counts occurring while local schools were in session. The counting effort also included heavy vehicles, bicycles, and pedestrians. These time periods were selected to capture the combined peak volumes for the study area roadways and proposed residential use. The weekday morning and evening peak hours occurring on a typical weekday were found to be 8:00 AM to 9:00 AM and 4:45 PM to 5:45 PM, respectively.

2.2.2 Seasonal Adjustments

To quantify the seasonal variation of traffic volumes in the area, historic traffic data available from MassDOT was reviewed which indicates that April volumes are slightly higher than average-month conditions. Therefore, no seasonal adjustment factors were applied either. The seasonal adjustment factors are included in the Appendix.

2.2.3 Existing Traffic Volumes

The resulting 2022 existing conditions weekday morning and weekday evening peak hour vehicular traffic volumes are shown in Figures 3 and 4, respectively. The traffic volumes along Hospital Road are summarized in Table 1.

Table 1 Observed Traffic Volumes

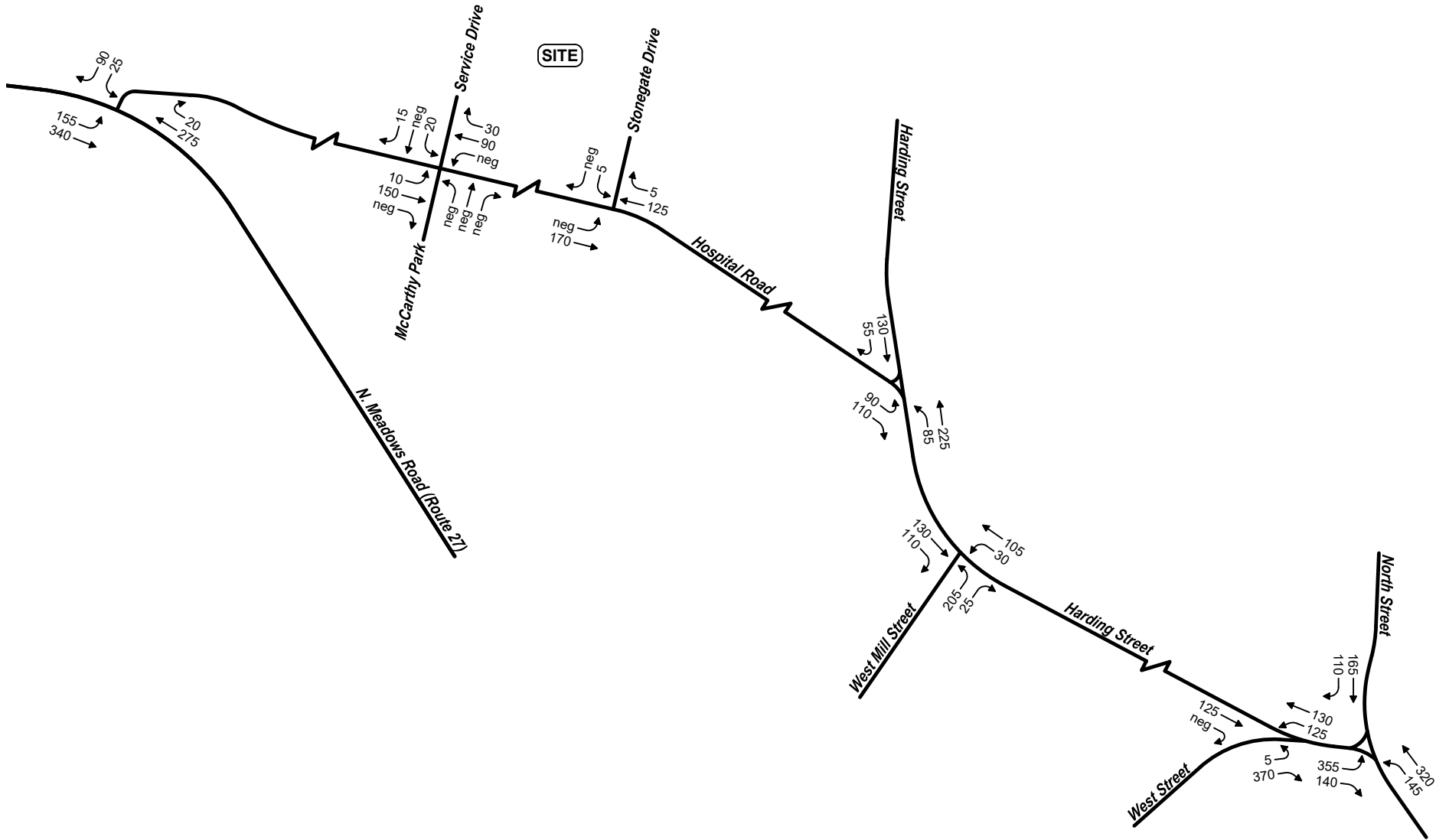
Location	Weekday Daily	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
	Volume ^a	Volume ^b	K Factor ^c	Dir. Dist. ^d	Volume	K Factor	Dir. Dist.
Hospital Road, between Site driveways	2,400	270	11.4%	57% EB	260	10.8%	60% WB

Source: VHB; Based on automatic traffic recorder (ATR) counts conducted April 12-13, 2022.

Note: Peak hours do not necessarily coincide with the peak hours of turning movement counts.

- a Average Daily Traffic volume, expressed in vehicles per day
- b Peak period traffic volume, expressed in vehicles per hour
- c Represents the percent daily traffic which occurs during the peak hour
- d Directional distribution of peak hour traffic

neg = Negligible



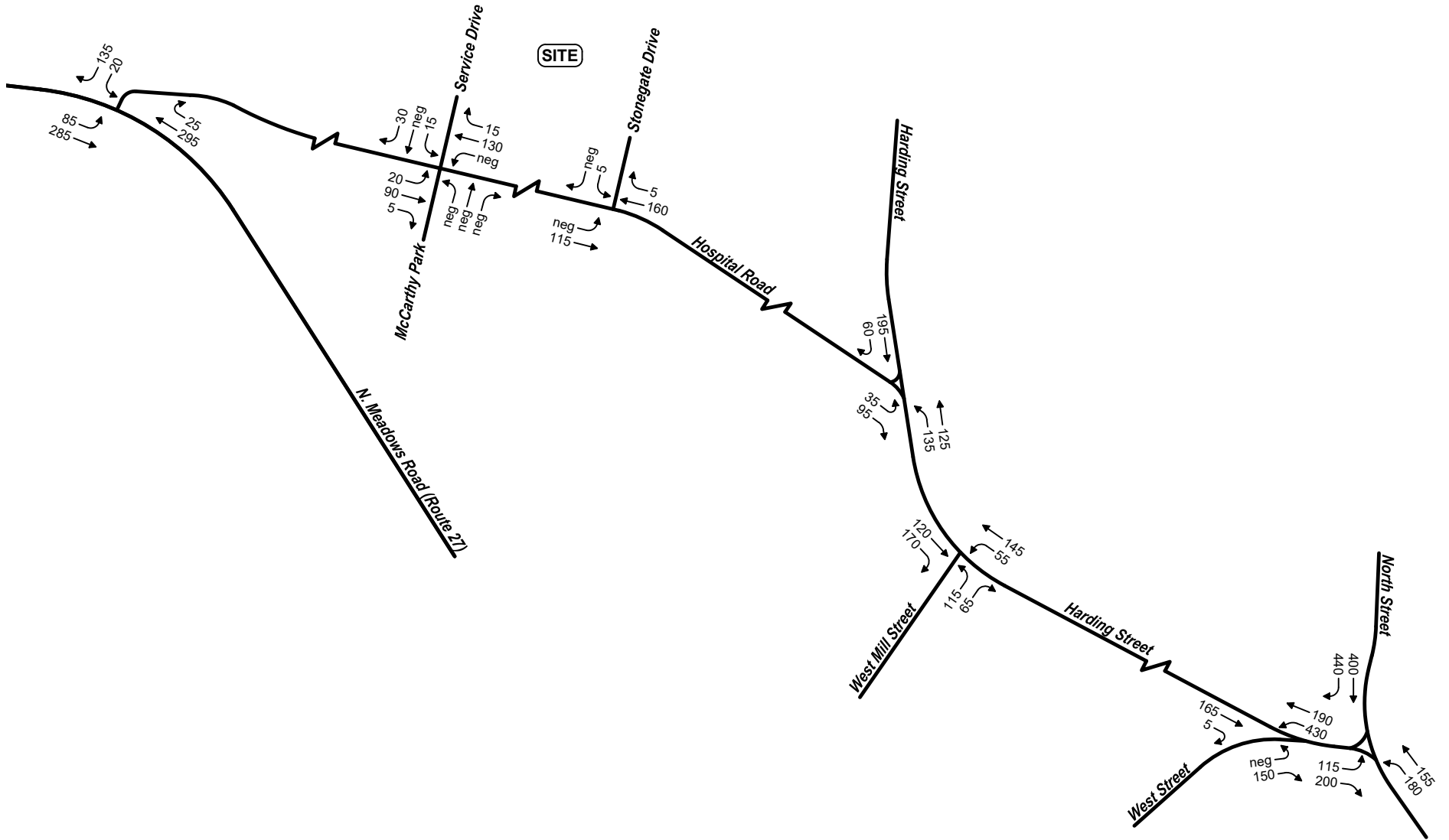
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Figure 3

2022 Existing Conditions
 Weekday Morning Peak Hour Traffic Volumes
Medfield State Hospital Redevelopment
Medfield, Massachusetts

neg = Negligible



Not to Scale



Figure 4

2022 Existing Conditions
Weekday Evening Peak Hour Traffic Volumes
Medfield State Hospital Redevelopment
Medfield, Massachusetts

As shown in Table 1, Hospital Road carries approximately 2,400 vehicles on a typical weekday with the morning peak hour accounting for 11.4-percent of the weekday daily traffic flow and the evening peak hour accounting for 10.8-percent of the weekday daily traffic flow. The flow of traffic along Hospital Road is slightly heavier in the eastbound direction during the weekday morning peak hour and slightly heavier in the westbound direction during the weekday evening peak hour.

2.2.4 Multimodal Transportation

2.2.4.1 Bicycle and Pedestrian Accommodations

Bike lanes are provided on N. Meadows Road (Route 27) in the study area. No formal bicycle or pedestrian accommodations are provided on any other study area roadways. However, it should be noted that the MSH campus is a popular location to walk.

2.2.4.2 Public Transportation

No public transportation is provided near the Site. The nearest commuter rail station is Walpole, which is approximately 6.5 miles away. The Walpole station is on the Franklin Line. Inbound trains provide service at the station from 5:30 AM to 11:30 PM, with trains at 5:30 AM, every half hour from 6:30 AM to 8:30 AM, every hour from 8:30 AM to 5:30 PM, and every 1.5 hours from 5:30 PM to 11:30 PM. Outbound trains provide service at the station from 6:30 AM to midnight, with trains every hour from 6:30 AM to 5:30 PM, every half hour from 5:30 PM to 6:30 PM, and every 1.5 hours from 7:30 PM to midnight.

2.2.5 Vehicular Crash History

A detailed crash analysis was conducted to identify potential vehicle crash trends and/or roadway deficiencies in the traffic study area. The most current vehicle crash data for the traffic study area intersections were obtained from MassDOT for the years 2015 through 2019. The MassDOT database is comprised of crash data from the Massachusetts Registry of Motor Vehicles (RMV) Division primarily for use in traffic studies and safety evaluations. It is possible that some crash records may be omitted either due to individual crashes not being reported, or the city crash records not being provided in a compatible format for RMV use. A summary of the vehicle crash history at the study area intersections based on the available data is presented in Table 2 and the detailed crash data is provided in the Appendix.

Crash rates are calculated based on the number of crashes at an intersection and the volume of traffic traveling through that intersection on a daily basis. Rates that exceed MassDOT's average for crashes at intersections in the MassDOT district in which the town or city is located could indicate safety or geometric issues for a particular intersection. The calculated crash rates for MassDOT District 3 (the district for Medfield) are 0.61 per MEV for unsignalized intersections. This rate implies that, on average, 0.61 crashes occurred per million vehicles entering unsignalized intersections throughout District 3. The MassDOT statewide crash rate is slightly lower at 0.57 per MEV for unsignalized intersections. It should be noted that the location for some crashes cannot be precisely determined from the database. Additionally, some crashes may have occurred but were either not reported or not included in the database, and therefore not considered.

Table 2 Vehicular Crash Data (2015 – 2019)

	N. Meadows Road (Route 27) at Hospital Road	Hospital Road at Service Drive/ McCarthy Park Driveway	Hospital Road at Stonegate Drive	Hospital Road at Harding Street
Signalized?	No	No	No	No
MassDOT Statewide Avg Crash Rate	0.61	0.61	0.61	0.61
MassDOT District 3 Avg Crash Rate	0.57	0.57	0.57	0.57
Calculated Crash Rate	0.65	0.00	0.00	0.34
Exceeds Average?	Yes	No	No	No
Year				
2015	1	0	0	2
2016	5	0	0	1
2017	2	0	0	1
2018	0	0	0	0
<u>2019</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	10	0	0	4
Yearly Average	2	0	0	0.8
Collision Type				
Angle	1	0	0	1
Head-On	1	0	0	1
Rear-End	3	0	0	0
Rear-to-rear	0	0	0	0
Sideswipe, opposite direction	0	0	0	1
Sideswipe, same direction	0	0	0	1
Single Vehicle Crash	5	0	0	0
Unknown/Not Reported	0	0	0	0
Severity				
Fatal Injury	0	0	0	0
Non-Fatal Injury	2	0	0	1
Property Damage Only	8	0	0	3
Unknown/Not Reported	0	0	0	0
Time of day				
Weekday, 7:00 AM - 9:00 AM	2	0	0	1
Weekday, 4:00 – 6:00 PM	0	0	0	0
Saturday, 11:00 AM – 2:00 PM	0	0	0	0
Weekday, other time	7	0	0	1
Weekend, other time	1	0	0	2
Pavement Conditions				
Dry	6	0	0	2
Wet	1	0	0	1
Snow/Ice/Slush	3	0	0	1
Unknown/Not Reported	0	0	0	0
Non-motorist (Bike, Pedestrian)	0	0	0	0

Source: MassDOT IMPACT Portal

Table 2 Vehicular Crash Data (2015 – 2019) (continued)

	Harding Street at West Mill Street	Harding Street at West Street	Harding Street at North Street
Signalized?	No	No	No
MassDOT Statewide Avg Crash Rate	0.61	0.61	0.61
MassDOT District 3 Avg Crash Rate	0.57	0.57	0.57
Calculated Crash Rate	0.08	0.36	0.70
Exceeds Average?	No	No	Yes
Year			
2015	0	1	2
2016	0	1	4
2017	0	0	5
2018	0	0	3
<u>2019</u>	<u>1</u>	<u>4</u>	<u>5</u>
Total	1	6	19
Yearly Average	0.2	1.2	3.8
Collision Type			
Angle	0	1	13
Head-On	0	0	1
Rear-End	0	4	1
Rear-to-rear	0	0	0
Sideswipe, opposite direction	0	0	4
Sideswipe, same direction	0	0	0
Single Vehicle Crash	1	1	0
Unknown/Not Reported	0	0	0
Severity			
Fatal Injury	0	0	0
Non-Fatal Injury	0	1	3
Property Damage Only	1	5	16
Unknown/Not Reported	0	0	0
Time of day			
Weekday, 7:00 AM - 9:00 AM	0	1	1
Weekday, 4:00 – 6:00 PM	0	1	5
Saturday, 11:00 AM – 2:00 PM	0	1	0
Weekday, other time	1	3	13
Weekend, other time	0	0	0
Pavement Conditions			
Dry	1	4	16
Wet	0	0	2
Snow/Ice/Slush	0	2	1
Unknown/Not Reported	0	0	0
Non-motorist (Bike, Pedestrian)	0	0	0

Source: MassDOT IMPACT Portal

As shown in Table 2, two study area intersections have calculated crash rates above the MassDOT statewide and District 3 averages:

- › N. Meadows Road (Route 27) at Hospital Road
- › Harding Street at North Street

It should be noted that the intersections of Harding Street at West Street and Harding Street at North Street were evaluated in a memorandum by Nitsch Engineering in January 2021².

The majority of crashes throughout the study area were angle crashes (40%), rear-end crashes (20%), or single vehicle crashes (18%). Most crashes occurred on dry pavement (73%) and most crashes resulted in property damage only (83%). No study area intersection was reported to have crashes involving non-motorists such as bicyclists or pedestrians. In addition, no fatal crashes were reported at any of the study area intersections.

2.2.5.1 Highway Safety Improvement Program (HSIP)

In addition to calculating the crash rate, study area intersections were reviewed in MassDOT's Highway Safety Improvement Program (HSIP) database. The HSIP database identifies crash clusters. An HSIP-eligible cluster is one in which the total number of equivalent property damage only³ (EPDO) crashes in the area is within the top 5-percent of all clusters in that region. An HSIP-eligible location is eligible for FHWA and MassDOT funds to address the identified safety issues at these locations. As part of this effort, VHB reviewed this database and found no study area intersections are listed as HSIP clusters.

2 [Intersection Evaluations](#), Nitsch Engineering (Boston, MA), January 28, 2021.

3 Equivalent property damage only (EPDO) is a method of combining the number of crashes with the severity of the crashes based on a weighted scale. Crashes involving property damage only are reported at a minimal level of importance, while collisions involving personal injury (or fatalities) are weighted more heavily.



3

Future Conditions

Traffic volumes in the study area were projected to a seven-year traffic-planning horizon, the year 2029. Independent of the Project, volumes on the roadway network under the future 2029 No-Build conditions were assumed to include existing traffic and new traffic resulting from background traffic growth. Under the 2029 Build condition, site-generated traffic volumes were added to the 2029 No-Build volumes to reflect the Build conditions within the Project study area.

3.1 No-Build Conditions

The 2029 No-Build conditions analyze the future transportation conditions within the study area absent of the proposed Project. This condition considers future growth and infrastructure improvements within the area.

Traffic growth on area roadways is a function of the expected land development, economic activity, and changes in demographics. Several methods can be used to estimate this growth. A procedure frequently employed is to estimate an annual percentage increase and apply that increase to study area traffic volumes. An alternative procedure is to identify estimated traffic generated by planned new major developments that would be expected to impact the Project study area roadways. For the purpose of this assessment, both methods were considered.

3.1.1 Historic Traffic Growth

Historic traffic data in the vicinity of the Site and nearby traffic studies were reviewed to determine an appropriate growth rate. Historic traffic volumes have generally stayed the same in the area in recent pre-COVID years based on ATR counts available for the MassDOT permanent counting station on N. Meadows Road (Route 27) south of Hospital Road. However, multiple traffic studies conducted in this area used a background growth rate of 1-percent. To provide a conservative assessment and remain consistent with nearby traffic studies, a growth rate of 1-percent per year was used.

3.1.2 Site-Specific Growth

In addition to accounting for background growth, the traffic associated with other planned developments within the seven-year horizon is accounted for in this analysis. Based on discussions

with the Town, three planned development projects in the vicinity of the study area were identified, one of which is mostly completed.

3.1.2.1 Chapel Hill Landing Condominiums

Chapel Hill Landing condominiums, located on Hospital Road, is nearing completion. Of the 49 total condos, 44 had received certificates of occupancy as of April 2022. Therefore, almost all of the full-build site-generated traffic was included in the April 2022 counts. There will be negligible additional trip generation between existing and future conditions, which is accounted for in the 1-percent annual growth.

3.1.2.2 Aura at Medfield Apartments

The Aura at Medfield apartments, located near the intersection of Route 27 at West Street, is nearing completion. It is expected that the 56 apartments will open in Summer 2022. The trip generation associated with the development was obtained from the published traffic impact assessment completed for the project and was included in the future conditions analyses.

3.1.2.3 Hinkley South Age-Restricted Housing

The proposed Hinkley South 24-unit age-restricted housing, located on Ice House Road, is expected to generate between 5 and 6 peak hour vehicle trips in the weekday morning and evening peak hours based on the Request for Proposals. It should be noted that the development has been appealed by abutters. The potential negligible trip generation is accounted for in the 1-percent annual growth.

3.1.3 Roadway Improvements

Based on research by VHB, there are no planned roadway improvements within the study area.

3.1.4 Site Use Changes

3.1.4.1 Bus Parking Removal

Based on conversations with the Town, the bus parking located at the front of the site is not anticipated to be a long-term condition. Therefore, for future conditions, bus and bus driver traffic was removed from the study area in the morning peak hour, where 20 buses entered the site and 20 bus drivers exited the site in their personal vehicles.

3.1.4.2 Bellforge Arts Center

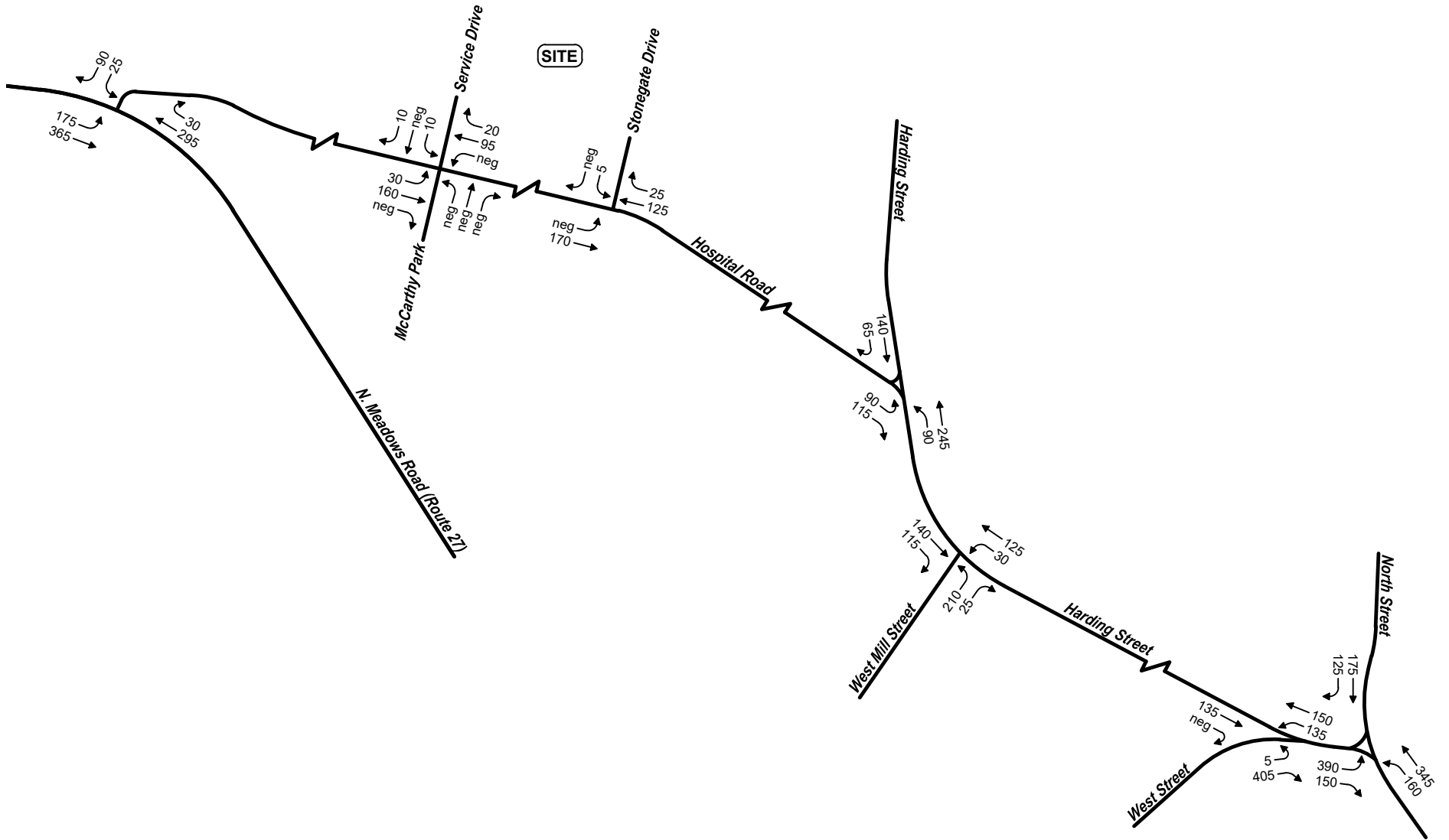
The Bellforge Arts Center will operate out of Buildings 24 and 25 (the Chapel and Infirmary), located in the center of the MSH campus. The Bellforge Arts Center is a separate project undertaken by the Cultural Alliance of Medfield. The trip generation associated with the Bellforge Arts Center was estimated based on the anticipated class schedules and attendance provided by the Cultural Alliance of Medfield.

3.1.5 No-Build Traffic Volumes

The 2029 No-Build traffic volumes were developed using a growth rate of 1-percent per year and adding in the anticipated trips to be generated by the planned development projects and site use changes described above. The resulting 2029 No-Build weekday morning and weekday evening peak hour vehicle traffic volume networks are shown in Figures 5 and 6, respectively.

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neg = Negligible



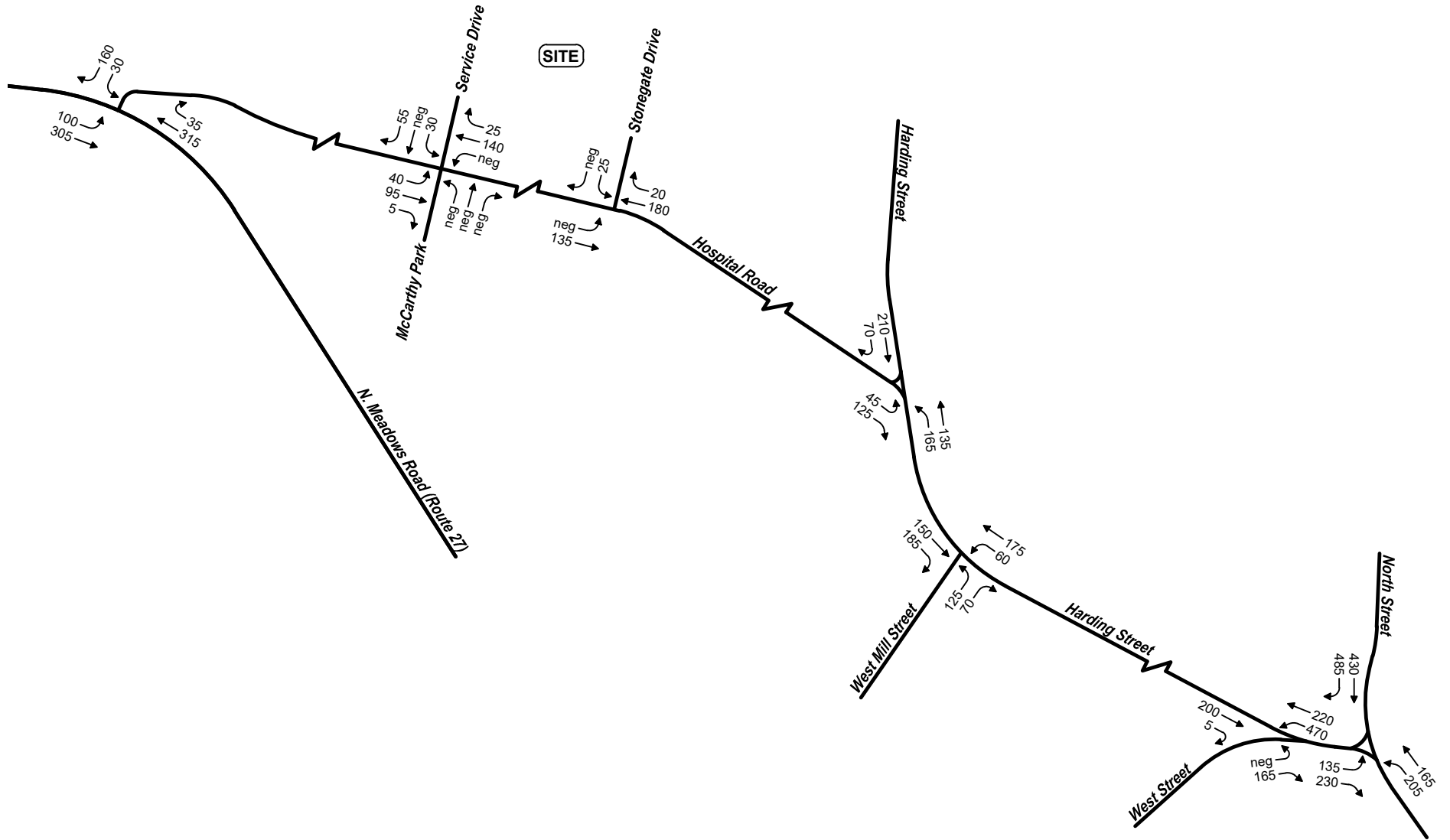
Not to Scale



Figure 5

2029 No-Build Conditions
 Weekday Morning Peak Hour Traffic Volumes
Medfield State Hospital Redevelopment
Medfield, Massachusetts

neg = Negligible



Not to Scale



Figure 6

2029 No-Build Conditions
 Weekday Evening Peak Hour Traffic Volumes
Medfield State Hospital Redevelopment
Medfield, Massachusetts

3.2 Build Conditions

The 2029 Build conditions analyze the future transportation conditions within the study area with the proposed Project in place. This condition considers the site-generated traffic volumes and distributes these volumes over the study area roadways. These conditions are described further below.

3.2.1 Trip Generation

The rate at which any development generates traffic is dependent upon the size, location, and concentration of surrounding developments.

3.2.1.1 Existing Trip Generation

The existing peak hour Site trip generation, based on the TMCs, is summarized in Table 3.

Table 3 Existing Site-Generated Vehicle Trips

	Service Drive – General Traffic	Service Drive – Bus-Related Traffic	Stonegate Drive	Total
Weekday Morning				
Enter	20	20	5	45
Exit	<u>20</u>	<u>20</u>	<u>5</u>	<u>45</u>
Total	40	40	10	90
Weekday Evening				
Enter	39	0	5	44
Exit	<u>45</u>	<u>0</u>	<u>5</u>	<u>50</u>
Total	84	0	10	94

Source: VHB; Based on turning movement counts (TMCs) conducted April 13, 2022.

As shown above, the existing Site generates approximately 90 vehicle trips (45 entering/45 exiting) during the weekday morning peak hour and approximately 94 vehicle trips (44 entering/50 exiting) during the weekday evening peak hour. In the weekday morning peak hour, half the traffic on Service Drive is related to the bus parking, with 20 buses entering and 20 bus drivers exiting in their cars. No buses were recorded in the weekday evening peak hour, as their afternoon routes are completed earlier in the day. It should be noted that Stonegate Drive is currently gated, and people park in front of the gate to walk around the MSH campus.

As the Site will still be open to the public, all existing trips were maintained throughout all conditions except for those associated with the school bus operations. As stated earlier, it was assumed that the school bus-related trips would no longer exist under 2029 No-Build conditions.

3.2.1.2 Proposed Trip Generation

As mentioned previously, the Project involves the development of 334 residential units and an 11,834 sf clubhouse. It is not expected that the clubhouse would generate any additional trips, as it would be used by the residents of the Site. To estimate the number of vehicle trips to be generated by the proposed Project, data from the ITE Trip Generation Manual⁴ was utilized. The ITE Trip Generation Manual categorizes these land uses and provides weekday daily, weekday morning peak hour, and weekday evening peak hour vehicle trip generation estimates. The trip generation estimates for the housing were projected using Land Use Code (LUC) 220 (Low-Rise Multifamily Housing). The ITE trip generation worksheet is included in the Appendix.

Table 4 Project Trip Generation – Proposed Vehicle Trips

	Residential ^a
Weekday Daily	
Enter	1,108
Exit	<u>1,108</u>
Total	2,216
Weekday Morning	
Enter	30
Exit	<u>96</u>
Total	126
Weekday Evening	
Enter	103
Exit	<u>61</u>
Total	164

a Based on ITE LUC 220 (Low-Rise Multifamily Housing) for 334 units, using fitted curve for all time periods.

As shown above, the Project is expected to generate approximately 2,216 additional vehicle trips on a daily basis (1,108 entering/1,108 exiting), approximately 126 additional vehicle trips (30 entering/96 exiting) during the weekday morning peak hour, and approximately 164 additional vehicle trips (103 entering/61 exiting) during the weekday evening peak hour. The trips shown in Table 4 are in addition to the existing site-generated trips, minus the school bus-related trips which were assumed to no longer exist under 2029 No-Build conditions.

Mode Share

Due to the lack of public transit, bicycle, or pedestrian facilities near the Site, it was assumed that 100% of the project trips would be vehicle trips to present a conservative analysis.

4 Trip Generation Manual, 11th Edition, Institute of Transportation Engineers (Washington DC), 2021.

3.2.2 Trip Distribution

The directional distribution of Project traffic traveling to and from the Site is based on the currently observed distribution patterns of the existing roadway network, a review of U.S. census journey-to-work data for the Town of Medfield, and consideration of the proposed Site uses. The results are summarized in Table 5. Figure 7 illustrates the trip distribution and detailed trip distribution calculations are provided in the Appendix.

Table 5 Project Trip Distribution

Roadway	Direction (from/to)	Percent of Trips
N. Meadows Road	Northwest	25%
	Southeast	15%
Harding Street	North	15%
West Mill Street	South	5%
North Street	North	15%
	Southeast	25%
Total		100%

Source: US Census data (2012-2016).

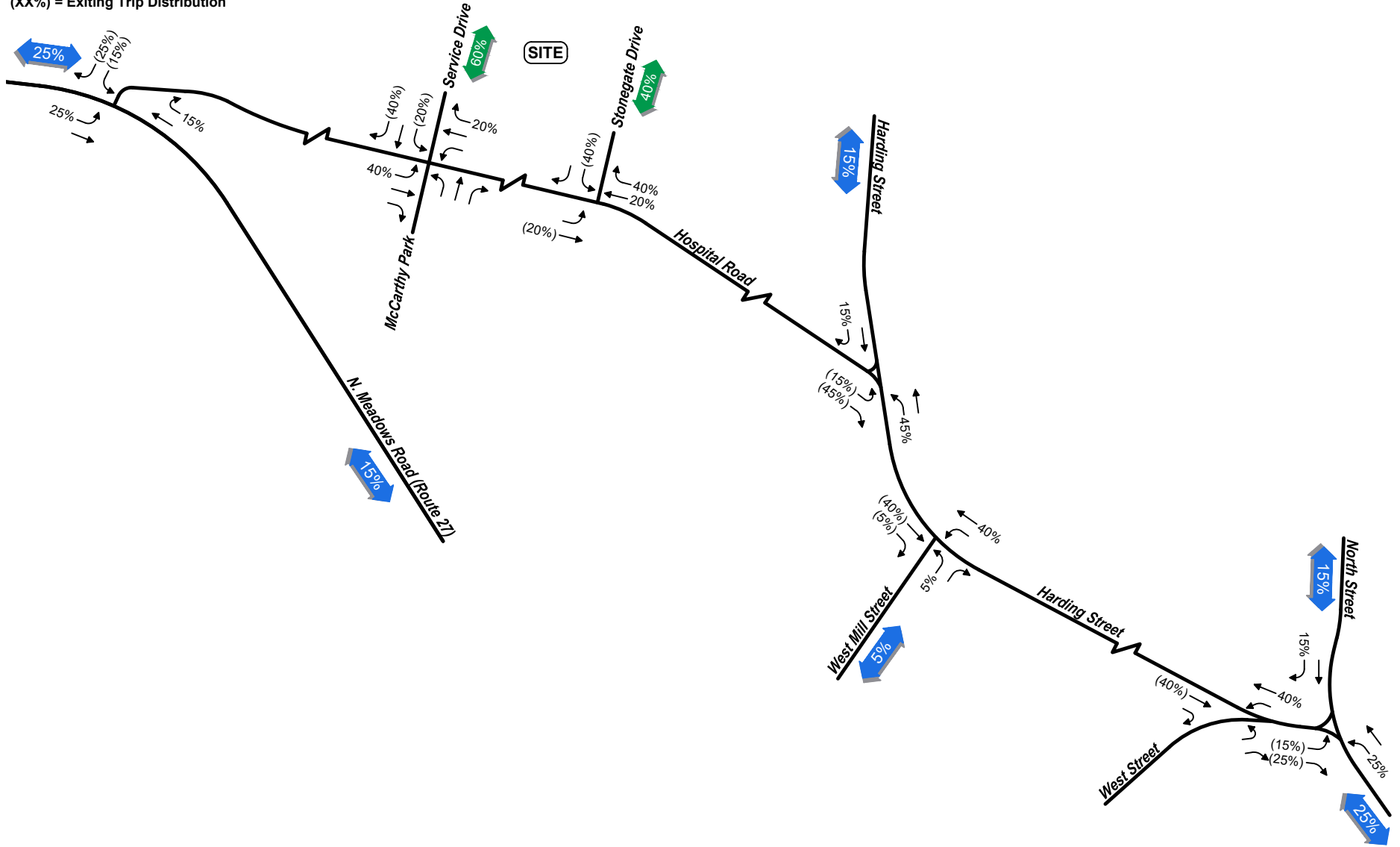
As shown in Table 5, it is expected that approximately 40% will be oriented to/from North Street, 40% will be oriented to/from N. Meadows Road, and 15% to/from Harding Street, and 5% to/from West Mill Street.

The projected Site-generated traffic volumes, as shown in Table 4, were distributed on the study area roadways using the trip distribution shown in Table 5. The Site-generated traffic volume networks are provided in the Appendix to this document.

3.2.3 Build Traffic Volumes

The future 2029 Build conditions vehicle traffic volumes were developed by adding the Site-generated traffic volumes to the 2029 No-Build conditions peak hour vehicle traffic volumes. Figures 8 and 9 show the resulting 2029 Build conditions vehicle traffic volume networks for the weekday morning and weekday evening peak hours, respectively.

▶ X% Regional Trip Distribution
▶ X% Site Driveway Trip Distribution
 XX% = Entering Trip Distribution
 (XX%) = Exiting Trip Distribution



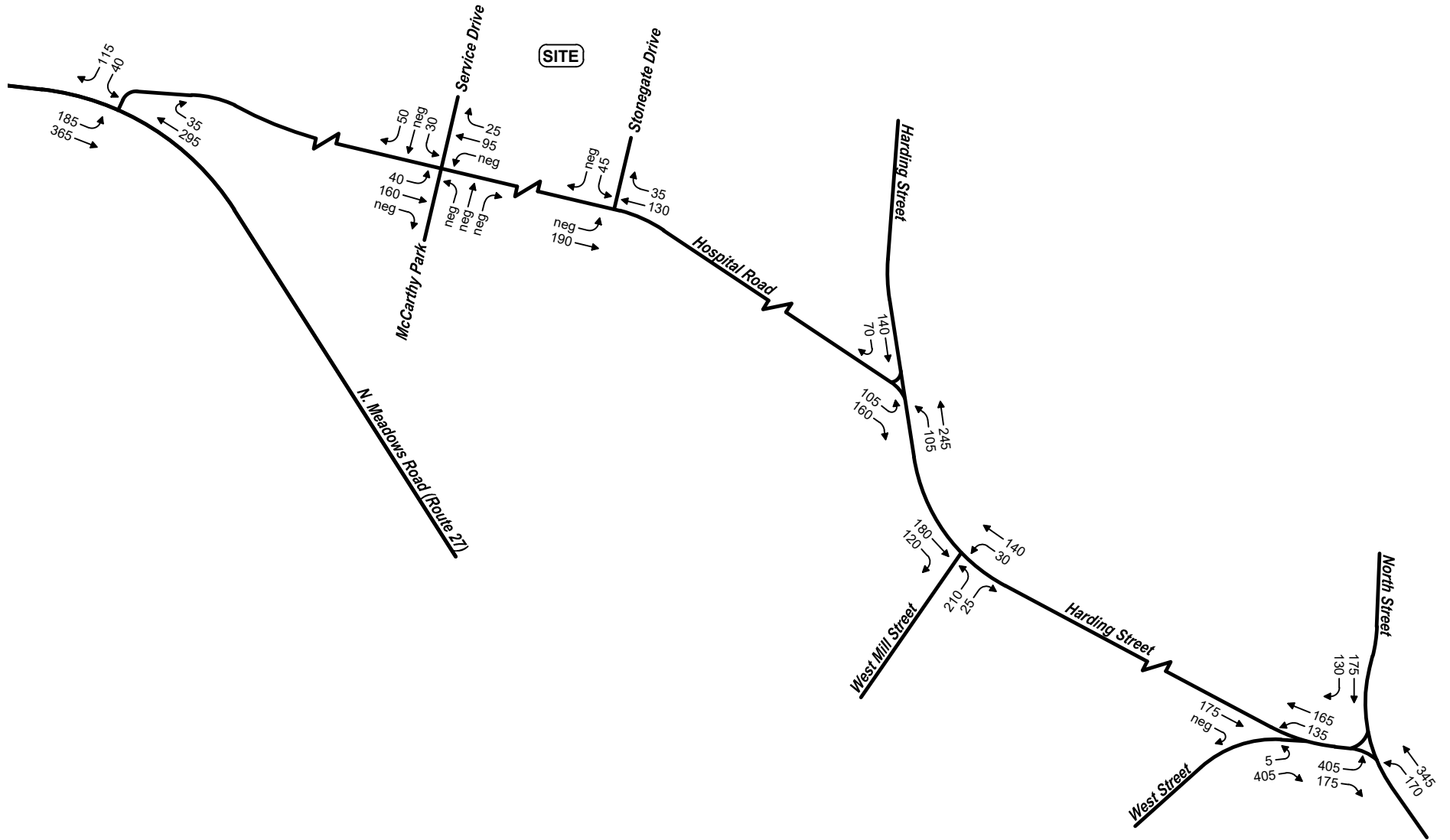
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Figure 7
Trip Distribution

Medfield State Hospital Redevelopment
Medfield, Massachusetts

neg = Negligible



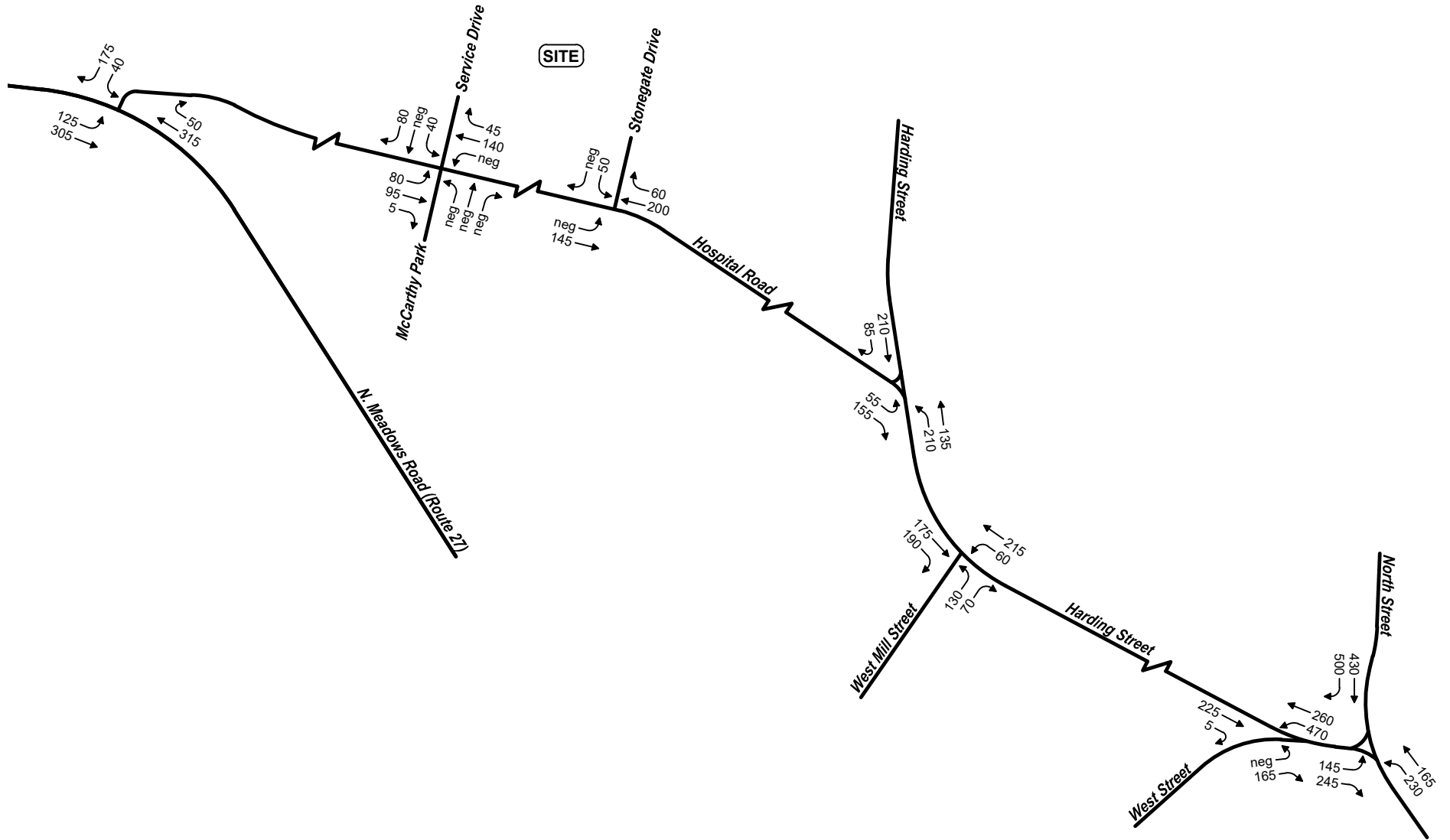
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Figure 8

2029 Build Conditions
 Weekday Morning Peak Hour Traffic Volumes
Medfield State Hospital Redevelopment
Medfield, Massachusetts

neg = Negligible



Not to Scale



Figure 9

2029 Build Conditions
 Weekday Evening Peak Hour Traffic Volumes
Medfield State Hospital Redevelopment
Medfield, Massachusetts

3.2.4 Project Site Access and Circulation

Access to the Site will be provided via the two unsignalized intersections of Hospital Road at Service Drive and Hospital Road at Stonegate Drive. The site roadways will continue to remain as pedestrian-oriented as possible to maintain the existing pedestrian and dog-friendly environment.

3.2.4.1 Sight Distance Evaluation

VHB conducted a sight distance evaluation for the two driveway locations. Measurements were taken for Stopping Sight Distance and Intersection Sight Distance at these intersections in accordance with guidelines provided by the American Association of State Highway and Transportation Officials (AASHTO).

Sight distance considerations are divided into two categories: Stopping Sight Distance (SSD) and Intersection Sight Distance (ISD). Stopping sight distance (SSD) is the distance required for a vehicle approaching an intersection from either direction to perceive, react and come to a complete stop to avoid colliding with an object in the road. In this respect, SSD can be considered as the minimum visibility criterion for the safe operation of an unsignalized intersection. Intersection sight distance (ISD) is based on the time required for perception, reaction, and completion of the desired critical exiting maneuver (typically, a left turn) once the driver on a minor street approach (or a driveway) decides to execute the maneuver. Calculations for ISD include the time to (1) turn left and clear the near half of the intersection without conflicting with the vehicles approaching from the left; and (2) upon turning left, to accelerate to the operating speed on the roadway without causing approaching vehicles on the main road to unduly reduce their speed. In this context, ISD can be considered as a desirable visibility criterion for the safe operation of an unsignalized intersection. The AASHTO sight distance criteria are contained in the Appendix.

Table 6 presents a summary of the ISD and SSD analysis. The analysis is based on the observed 85th percentile speed of 45 mph eastbound and 41 mph westbound along Hospital Road.

Table 6 Sight Distance Summary

Location	Stopping Sight Distance (feet)		Intersection Sight Distance (feet)	
	Required ^a	Measured	Desirable ^a	Measured
Hospital Road at Service Drive				
West of Site Driveway	360	400	500	400
East of Site Driveway	315	>1000	500	>1000
Hospital Road at Stonegate Drive				
West of Site Driveway	360	>1000	500	>1000
East of Site Driveway	315	>900	500	>900

^a Based on guidelines established in A Policy on the Geometric Design of Highways and Streets, 7th Edition, American Association of State Highway and Transportation Officials (AASHTO), 2018.

As shown in Table 6, the available SSD at each intersection exceeds the AASHTO requirements. The available ISD at each intersection also exceeds the desirable ISD at the intersection of Hospital Road at Stonegate Drive. However, at the intersection of Hospital Road at Service Drive, only the ISD looking

east exceeds the desirable ISD. The ISD looking west meets the minimum ISD of 360 feet but falls short of the desirable ISD due to a vertical curve in the road. It should be noted that no crashes have been recorded at this location in the MassDOT IMPACT portal.

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4

Traffic Operations Analysis

The purpose of this analysis is to measure existing traffic volumes and to project future traffic volumes that quantify traffic flow within the study area. To assess quality flow, roadway capacity analyses were conducted with respect to 2022 Existing and projected 2029 No-Build and 2029 Build traffic volume conditions. Capacity analyses provide an indication of how well the roadway facilities serve the traffic demands placed upon them. Roadway operating conditions are classified by calculated levels of service.

4.1 Level-of-Service Criteria

The evaluation criteria used to analyze area intersections in this traffic study are based on the Highway Capacity Manual (HCM), 6th Edition⁵ for unsignalized intersections. The term 'Level of Service' (LOS) is used to denote the different operating conditions that occur on a given roadway segment under various traffic volume loads. It is a qualitative measure that considers a number of factors including roadway geometry, speed, travel delay and freedom to maneuver. LOS provides an index to the operational qualities of a roadway segment or an intersection. LOS designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst operating conditions.

In addition to LOS, two other measures of effectiveness (MOEs) are typically used to quantify the traffic operations at intersections; volume-to-capacity ratio (v/c) and delay (expressed in seconds per vehicle). For example, an existing v/c ratio of 0.90 for an intersection indicates that the intersection is operating at 90-percent of its available capacity. A delay of 15 seconds for a particular vehicular movement or approach indicates that vehicles on the movement or approach will experience an average additional travel time of 15 seconds. For a given LOS letter designation there may be a wide range of values for both v/c ratios and delay. Comparison of intersection capacity results therefore requires that, in addition to the LOS, the other MOEs should also be considered.

For unsignalized intersections, the analysis assumes that traffic on the mainline is not affected by traffic on the side streets. Thus, the LOS designation is for the critical movement exiting the side street, which

⁵ Highway Capacity Manual, 6th Edition, Transportation Research Board, Washington, D.C., 2016.

is generally the left turn out of the side street or Site driveway. Table 7 shows the LOS criteria for unsignalized intersections.

Table 7 Level-of-Service Criteria

Level of Service	Delay – Unsignalized Intersection
A	0 to 10 seconds
B	10 to 15 seconds
C	15 to 25 seconds
D	25 to 35 seconds
E	35 to 50 seconds
F	Greater than 50 seconds

Source: 2016 Highway Capacity Manual.

It should be noted that the analytical methodologies typically used for the analysis of unsignalized intersections use conservative analysis parameters, such as long critical gaps. Actual field observations indicate that drivers on minor streets generally accept shorter gaps in traffic than those used in the analysis procedures and therefore experience less delay than reported by the analysis software. The analysis methodologies also do not fully take into account the beneficial grouping effects caused by nearby signalized intersections. The net effect of these analysis procedures is the over-estimation of calculated delays at unsignalized intersections in the study area. Cautious judgment should therefore be exercised when interpreting the capacity analysis results at unsignalized intersections.

4.2 Unsignalized Intersection Capacity Analysis

The capacity analysis results for the unsignalized study area intersections are summarized in Table 8. The capacity analyses were conducted for the 2022 Existing, 2029 No-Build, and 2029 Build conditions and the detailed results are included in the Appendix.

As shown in Table 8, all unsignalized intersections in the study area operate at an acceptable LOS C or better under all conditions, with the exception of Harding Street at North Street. In the weekday morning peak hour, the eastbound left-turn movement operates at LOS F under all conditions. In the weekday evening peak hour, the stop-controlled southbound through movement operates at LOS D under 2022 Existing conditions and degrades to LOS F under both future conditions, while the eastbound left-turn movement operates at LOS C under 2022 Existing conditions and degrades to LOS D under both future conditions.

Table 8 Unsignalized Intersection Capacity Analysis

Location / Movement	2022 Existing Conditions					2029 No-Build Conditions					2029 Build Conditions				
	D ^a	v/c ^b	Del ^c	LOS ^d	95 Q ^e	D	v/c	Del	LOS	95 Q	D	v/c	Del	LOS	95 Q
N. Meadows Road (Route 27) at Hospital Road															
<i>Weekday Morning</i>															
WB L/R	115	0.47	21	C	60	115	0.29	17	C	30	155	0.42	21	C	53
SB L	155	0.16	9	A	15	175	0.16	9	A	13	185	0.16	9	A	15
<i>Weekday Evening</i>															
WB L/R	155	0.36	15	B	40	190	0.37	15	C	43	215	0.46	18	C	60
SB L	85	0.08	8	A	5	100	0.09	8	A	8	125	0.11	8	A	10
Hospital Road at Service Drive/McCarthy Park Driveway															
<i>Weekday Morning</i>															
EB L	10	0.01	8	A	0	30	0.02	8	A	3	40	0.03	8	A	3
WB L	0	0.00	-	A	-	0	0.00	-	A	-	0	0.00	-	A	-
NB L/T/R	3	0.01	11	B	0	3	0.01	11	B	0	3	0.01	11	B	0
SB L/T/R	36	0.10	11	B	8	21	0.03	10	B	3	81	0.12	10	B	10
<i>Weekday Evening</i>															
EB L	20	0.02	8	A	3	40	0.03	8	A	3	80	0.06	8	A	5
WB L	0	0.00	-	A	-	0	0.00	-	A	-	0	0.00	-	A	-
NB L/T/R	4	0.01	11	B	0	4	0.01	11	B	0	4	0.01	12	B	0
SB L/T/R	45	0.09	10	B	8	85	0.12	11	B	10	120	0.19	11	B	18
Hospital Road at Stonegate Drive															
<i>Weekday Morning</i>															
EB L	2	0.00	8	A	0	2	0.00	8	A	0	2	0.00	8	A	0
SB L/R	7	0.02	11	B	3	7	0.01	10	B	0	47	0.08	11	B	8
<i>Weekday Evening</i>															
EB L	0	0.00	-	A	-	0	0.00	-	A	-	0	0.00	-	A	-
SB L/R	5	0.01	11	B	0	25	0.04	11	B	3	50	0.09	12	B	8
Harding Street at Hospital Road															
<i>Weekday Morning</i>															
EB L (West)	90	0.10	8	A	8	90	0.07	8	A	5	105	0.08	8	A	8
EB L (North)	90	0.30	16	C	33	90	0.18	13	B	15	105	0.21	13	B	20
SB T (East)	130	0.39	16	C	45	140	0.24	13	B	23	140	0.26	14	B	28
SB R (West) ^f	55	0.10	9	A	8	65	0.07	9	A	5	70	0.08	9	A	8
<i>Weekday Evening</i>															
EB L (West)	35	0.03	8	A	3	45	0.04	8	A	3	55	0.05	8	A	3
EB L (North)	35	0.07	12	B	5	45	0.08	12	B	8	55	0.10	12	B	8
SB T (East)	195	0.38	14	B	45	210	0.37	14	B	43	210	0.42	16	C	50
SB R (West) ^f	60	0.09	9	A	8	70	0.09	10	A	8	85	0.11	10	B	10

Note: Operational improvements from 2022 Existing Conditions to 2029 No-Build Conditions with no volume change are due to using a universal peak hour factor of 0.92 under future conditions, as specified in the MassDOT TIA guidelines.

- a Demand
- b Volume to capacity ratio
- c Average total delay, in seconds per vehicle
- d Level-of-service
- e 95th percentile queue, in feet
- f Yield-controlled movement modeled as stop-controlled movement in Synchro to obtain results

Table 8 Unsignalized Intersection Capacity Analysis

Location / Movement	2022 Existing Conditions					2029 No-Build Conditions					2029 Build Conditions				
	D ^a	v/c ^b	Del ^c	LOS ^d	95 Q ^e	D	v/c	Del	LOS	95 Q	D	v/c	Del	LOS	95 Q
Harding Street at West Mill Street															
<i>Weekday Morning</i>															
WB L	30	0.03	8	A	3	30	0.03	8	A	3	30	0.03	8	A	3
NB L/R	230	0.52	19	C	75	235	0.45	16	C	58	235	0.49	18	C	65
<i>Weekday Evening</i>															
WB L	55	0.05	8	A	5	60	0.06	8	A	5	60	0.06	8	A	5
NB L/R	180	0.44	17	C	55	195	0.41	17	C	50	200	0.46	19	C	60
Harding Street at West Street															
<i>Weekday Morning</i>															
WB L	125	0.12	8	A	10	135	0.10	8	A	8	135	0.11	8	A	10
NEB L/R	375	0.54	14	B	85	410	0.51	13	B	73	410	0.54	14	B	80
<i>Weekday Evening</i>															
WB L	430	0.35	9	A	40	470	0.38	9	A	45	470	0.39	10	A	48
NEB L/R	151	0.20	11	B	20	166	0.23	11	B	23	166	0.24	11	B	23
Harding Street at North Street															
<i>Weekday Morning</i>															
EB L (West)	355	0.31	9	A	33	390	0.31	9	A	33	405	0.32	9	A	35
EB L (North)	355	1.02	83	F	330	390	0.97	66	F	293	405	1.01	76	F	328
SB T (East)	165	0.41	18	C	50	175	0.38	16	C	43	175	0.40	17	C	48
SB R (West) ^f	110	0.15	10	B	13	125	0.16	10	A	15	130	0.17	10	B	15
<i>Weekday Evening</i>															
EB L (West)	115	0.09	8	A	8	135	0.11	8	A	10	145	0.12	8	A	10
EB L (North)	115	0.34	20	C	35	135	0.48	27	D	60	145	0.52	29	D	70
SB T (East)	400	0.76	30	D	170	430	0.96	61	F	303	430	1.02	77	F	345
SB R (West) ^f	440	0.54	14	B	83	485	0.65	17	C	123	500	0.69	19	C	143

Note: Operational improvements from 2022 Existing Conditions to 2029 No-Build Conditions with no volume change are due to using a universal peak hour factor of 0.92 under future conditions, as specified in the MassDOT TIA guidelines.

- a Demand
- b Volume to capacity ratio
- c Average total delay, in seconds per vehicle
- d Level-of-service
- e 95th percentile queue, in feet
- f Yield-controlled movement modeled as stop-controlled movement in Synchro to obtain results



5

Mitigation

This chapter provides an overview of the proposed mitigation for the proposed Project. While the analysis indicates that the Project will not be creating a significant impact on traffic operations within the study area, the Proponent is proposing to implement the following measures, which are intended to reduce the number of single-occupancy vehicles traveling to and from the Site and to minimize Project-related impacts in addition to improving safety at the Site driveways and nearby intersections.

5.1 Transportation Demand Management

The goal of a TDM plan is to reduce the project's overall traffic impact through the implementation of measures that are aimed at affecting the demand side of the transportation equation, rather than the supply side. By their very nature, TDM programs attempt to change people's behavior, and to be successful, they must rely on incentives or disincentives to make these shifts in behavior attractive to the commuter or retail customer. TDM programs are designed to maximize the people-moving capability of the existing transportation infrastructure by increasing the number of persons in a vehicle, providing and/or encouraging the use of non-single person vehicle modes of motorized travel, or influencing the time of, or need to, travel.

The term TDM encompasses both alternatives to driving alone and the techniques or supporting strategies that encourage the use of these alternatives⁶. TDM alternatives to driving alone include carpools and vanpools, public and private transit, and non-motorized travel, including bicycling and walking. TDM strategies are the supporting measures that encourage the use of alternatives to driving alone. TDM strategies include financial incentives, time incentives, the provision of new or enhanced commuter services, dissemination of information, and marketing alternative services. TDM strategies include all the incentives and disincentives that increase the likelihood for people to change their existing travel behavior.

⁶ Implementing Effective Travel Demand Management Measures: Inventory of Measures and Synthesis of Experience, prepared by Comsis Corporation and the Institute of Transportation Engineers, for the U.S. Department of Transportation, DOT-T-94-02, September 1993, p. I-1.

General TDM measures to be implemented as part of this Project will involve promoting alternatives to single occupancy vehicle travel both through Site amenities and ongoing practices and programs. These include, but are not limited to:

- › Disseminate information on alternate modes of transportation;
- › Provide bicycle racks and storage on-Site;
- › Provide parking for low-emitting fuel-efficient vehicles and/or electric vehicle charging stations;
- › Develop transportation-related marketing and education materials; and
- › Host an annual mobility management educational meeting for residents.

5.2 Site Access Improvements

The Master Plan stated that speed tables, also called raised intersections, should be considered at the entrances to the Site due to the speed of vehicles on Hospital Road. As the traffic data indicated 85th percentile speeds of 40-45 mph at the Site driveways, it would be desirable to slow traffic to promote a pedestrian-friendly environment. The raised intersections would also provide designated crossings across Hospital Road to connect the Site with McCarthy Park. The Proponent will work with the Town to determine if these improvements are both desirable and feasible.

5.3 Study Area Intersection Improvements

5.3.1 Harding Street at North Street and Harding Street at West Street

The intersection of Harding Street at North Street has a crash rate over the MassDOT District 3 average. Although Harding Street at West Street does not have a high crash rate, its operations affect the intersection of Harding Street at North Street due to the proximity of the intersections. The intersections were previously evaluated in a memo by Nitsch Engineering⁷.

The geometry of the intersection as a triangle with two-way legs increases the number of conflict points at the intersection. In addition, long queues for the southbound through movement can block the eastbound left-turn movement. It should also be noted that the eastbound left-turn movement has no signage or pavement markings indicating stop or yield control, though it operates as stop-controlled.

The Nitsch memo included a concept that reconfigured the intersection of Harding Street at North Street into a typical T intersection with Harding Street stop-controlled and intersecting North Street at a right angle with a left-turn lane and a channelized right-turn lane, and reconfigured the intersection of Harding Street at West Street so the Harding Street westbound approach would become stop-controlled and perpendicular to the more prominent West Street-Harding Street movement.

The Proponent will work with the Town to determine the feasibility and desirability of intersection improvements at these locations.

⁷ [Intersection Evaluations](#), Nitsch Engineering (Boston, MA), January 28, 2021.

5.3.2 Hospital Road at Harding Street

The intersection of Hospital Road at Harding Street has similar geometry to the intersection of Harding Street at North Street as a triangle with two-way legs. Therefore, it has similar deficiencies of numerous conflict points and only allowing a short queue for the southbound through movement. However, the volume at this intersection is lower and its crash rate is lower than the MassDOT District 3 average. It should also be noted that there are no signage or pavement markings to indicate that the eastbound left-turn movement is stop-controlled and the southbound right-turn movement is yield-controlled.

The Proponent will work with the Town to determine the feasibility and desirability of intersection improvements at these locations.

DRAFT



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Conclusion

VHB has conducted a detailed traffic evaluation to assess the potential impacts associated with the proposed redevelopment of a portion of the Medfield State Hospital (MSH) property. The proposed Project involves a total of 334 residential units and an 11,834 sf clubhouse.

Based on standard ITE data, the Project is expected to generate approximately 2,216 daily vehicle trips, and 126 and 164 vehicle trips during the critical weekday morning and evening peak hours, respectively. The capacity analyses conducted as part of this evaluation indicated that the Project will not significantly impact operating conditions at all study area intersections between 2029 No-Build and 2029 Build conditions.

As part of the Project, the Proponent will implement the following measures:

- › Transportation Demand Management Program
- › Site Access Improvements
- › Intersection Improvements at Harding at North Street, Harding at West Street, and Hospital Road at Harding Street

Overall, the results of this study show that the additional new traffic generated by the proposed Project will have minimal impacts and can be accommodated on the surrounding roadway network. However, the Proponent is proposing a robust mitigation program to improve study area operations and safety.

EXHIBIT F

SCHEDULE OF PERMITTING

To be enclosed

EXHIBIT G

MEPA CERTIFICATION FORM



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Deval L. Patrick
GOVERNOR

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LIEUTENANT GOVERNOR

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April 2, 2010

CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
ON THE
EXPANDED ENVIRONMENTAL NOTIFICATION FORM

PROJECT NAME : Medfield State Hospital Clean Up and
Redevelopment
PROJECT MUNICIPALITY : Medfield
PROJECT WATERSHED : Charles River
EOEA NUMBER : 14448R
PROJECT PROPONENT : Massachusetts Division of Capital Asset
Management (DCAM)
DATE NOTICED IN MONITOR : February 10, 2010

Pursuant to the Massachusetts Environmental Policy Act (MEPA) (G. L. c. 30, ss. 61-62I) and Section 11.06 of the MEPA regulations (301 CMR 11.00), I hereby determine that this project **requires** the preparation of an Environmental Impact Report (EIR). The Proponent may fulfill its obligation through preparation of a Single EIR.

Project Description

As described in the Expanded Environmental Notification Form (EENF), the proposed project consists of remediation and redevelopment on the 269-acre former Medfield State Hospital (MSH) site. MSH was originally developed in the late 19th century as a residential hospital for the mentally ill. The hospital was closed in 2003 and its control was transferred to the Proponent, DCAM. DCAM proposes first to conduct a cleanup of debris at five sites, and, under the provisions of the Massachusetts Contingency Plan (MCP), to remediate hazardous waste at three sites. Redevelopment is then planned for the 94.2-acre central portion of the campus once cleanup measures are complete. The site was previously developed and contains approximately 50 buildings totaling 788,000 square feet (sf) of building space. The Redevelopment will be guided by the MSH Reuse Plan, authorized by the Legislature through special legislation passed in 2008, and includes rehabilitation of the Campus and the construction of several new buildings to provide 440 dwelling units and approximately 41,000 sf of office and community center space.

DCAM anticipates transferring the Redevelopment portion of the site (134 acres) to a third party through a public bidding process, and approximately 60 acres of that area (comprised of the hospital tubular well fields, Sledding Hill, and the hospital water tower and access easement) will be transferred to the Town of Medfield. Approximately 114.8 acres of the site will remain with the Commonwealth, with portions to be transferred among four Commonwealth agencies. The Department of Conservation and Recreation (DCR) will receive control of 73.3 acres that form a horseshoe around the Redevelopment parcel, as well as a six acre parcel located between a rail line and Route 27. A 2.5-acre parcel will be retained by the Department of Developmental Services (DDS) for a group home. Another 30.3 acres of the site (former sewage beds) will be transferred to the Executive Office of Public Safety (EOPS) for the continued use of public safety agencies as a firearms practice range. Finally, the 2.7-acre hospital cemetery will be retained by the Department of Mental Health (DMH).

As noted above, portions of the site are contaminated from past activities related to operation of the state hospital. These areas will be remediated in compliance with the MCP before transfer of the property is executed. The Proponent has been granted a Special Project Designation (SPD) Permit in accordance with 310 CMR 40.0060 for the three MCP-regulated sites in order to coordinate public involvement and remediation. In addition to the obligations of remediation, the disposal sites included within the SPD Permit have also been designated as Public Involvement Plan (PIP) sites. As PIP sites, DCAM is responsible for communication of assessment and remedial activities associated with the disposal sites and for providing opportunities for public involvement and comment throughout the MCP process. Because of the SPD Permit and the PIP designation, there will be substantial oversight of cleanup activities by MassDEP.

Anticipated environmental impacts associated with the entire project include approximately 7.2 acres of new land alteration, 2.3 acres of new impervious area, 2,700 new average daily trips (adt), 115 new parking spaces, and approximately 93,400 gallons per day (GPD) of new water usage and 84,900 GPD of new wastewater generation. The project also includes the construction of new water and sewer mains onsite. Wetlands impacts associated with the project include the temporary alteration of 500 feet of Bank, 2,500 sf of Bordering Vegetated Wetland (BVW), and 43,700 sf of Riverfront Area, associated with remediation. The project also involves the demolition of state-listed historic and/or archaeological resources.

MEPA Jurisdiction and Required Permits

The project, as presented in the EENF, is not subject to a mandatory EIR based upon the MEPA regulations. However, due to the potential environmental impacts of the project, and the unique nature of the project site, I am requiring that an EIR be prepared.

The project is undergoing review pursuant to Sections 11.03(3)(b)(1)(f), 11.03(6)(b)(13), and 11.03(10)(b)(1) of the MEPA regulations because it is being undertaken by a State Agency and will result in the alteration of one-half or more acres of other wetlands (Riverfront Area), the generation of 2,000 or more new adt on roadways providing access to a single location, and the demolition of a Historic Structure listed in or located in any Historic District listed in the State Register of Historic Places. The project will require: an Order of Conditions from the Medfield Conservation Commission (and, on appeal only, a Superseding Order of Conditions from the

Massachusetts Department of Environmental Protection (MassDEP)); a Sewer Connection Permit from MassDEP; review by the Natural Heritage and Endangered Species Program (NHESP); review by the Massachusetts Historical Commission (MHC); and a National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) from the United States Environmental Protection Agency (US EPA). The project could potentially also require air quality approvals from MassDEP if the project will involve installation of boilers, furnaces or emergency generators. The project is also subject to the EEA/MEPA Greenhouse Gas Emissions Policy and Protocol.

The project will be undertaken and financed by DCAM, a State Agency. In addition, the project involves a Land Transfer from DCAM. Therefore, MEPA jurisdiction for this project is broad and extends to all aspects of the project that are likely, directly or indirectly, to cause Damage to the Environment, as defined in the MEPA regulations.

Request for a Single EIR

In accordance with Section 11.05(7) of the MEPA regulations, the Proponent has submitted an EENF with a request that I allow the Proponent to fulfill its EIR obligations under MEPA with a Single EIR, rather than the usual process of a Draft and Final EIR. The EENF received an extended comment period pursuant to Section 11.06(1) of the MEPA regulations. In addition, the Proponent submitted supplemental information and extended the comment period for an additional 14 days to provide adequate time for its review. The MEPA regulations indicate that I may allow a Single EIR provided that I find that the EENF:

- describes and analyzes all aspects of the project and all feasible alternatives, regardless of any jurisdictional or other limitation that may apply to the Scope;
- provides a detailed baseline in relation to which potential environmental impacts and mitigation measures can be assessed
- demonstrates that the planning and design of the Project use all feasible means to avoid potential environmental impacts.

In response to the EENF, I have received several thoughtful comments concerning the proposed project and its potential environmental impacts. Some commenters have asked that additional MEPA review occur before the cleanup phase of the project is allowed to proceed due to the location of the site immediately adjacent to the Charles River and the presence of contamination in this area. These commenters highlight potential impacts to the river, as well as potential health concerns associated with the presence of hazardous materials onsite.

While I acknowledge the concerns that have been expressed, I am allowing the Proponent to proceed with the cleanup and remediation of those hazardous waste sites which will not impact wetland resource areas (both those regulated under the MCP and otherwise), prior to the submission of the Single EIR. I believe that the ongoing environmental impacts associated with these areas can best be eliminated by not further delaying cleanup activities until after the completion of the Single EIR. As noted above, the cleanup process will be regulated by MassDEP under the SPD Permit, and because the site is subject to a PIP, I believe there will be ample opportunity for public review and comment on cleanup options and alternatives. Although final details of the assessment, remediation and monitoring plans have not yet been completed, I

am confident that MassDEP has sufficient authority to ensure that the Proponent complies with terms and conditions of the Conditional SPD Permit and the requirements of the MCP so that all appropriate cleanup activities will occur.

With respect to those hazardous waste sites which will impact wetland resource areas (specifically the C&D Area), the Proponent should continue investigations and exploration of cleanup alternatives in accordance with the MCP process and the SPD Permit. However, as set forth in the Scope below, the Single EIR will need to present an alternatives analysis for planned remediation work in resource areas (as defined by 301 CMR 10.00) to ensure that all wetlands impacts are avoided, minimized and mitigated to the maximum extent feasible as required by MEPA. Alternatively, if the MCP cleanup process timeline requires final selection of a cleanup alternative for the C&D area significantly in advance of the time the proponent is able to submit the SEIR, then the proponent should submit a Notice of Project Change (NPC) with a request for a Phase 1 Waiver under 301 CMR 11.11. In that instance, the NPC should present the information requested in the Scope below concerning alternatives that will avoid and minimize wetlands impacts and should provide an update on the status of all cleanup activities at that time. Under either scenario, permitting for cleanup work in resource areas should not be finalized until MEPA review of that aspect of the project is complete.

The Proponent must prepare a Single EIR describing the potential cumulative environmental impacts of the Redevelopment phase of the project (Remediation and Redevelopment combined) prior to obtaining Permits or commencing work on the Redevelopment. Because I believe the EENF has satisfied the requirements listed above, I will allow the Proponent to prepare a Single EIR for the Redevelopment of the project site and for those cleanup activities that will occur in wetlands resource areas. While I am allowing the Proponent to prepare a Single EIR for the Redevelopment of the project, several items have been identified in comments on the EENF that must be addressed in detail in the Single EIR. As always, I retain my authority under the regulations to require further review in the form of a Supplemental Single Environmental Impact Report if issues outlined in this Scope and in comments are not thoroughly addressed in the Single EIR.

SCOPE

General

The Proponent should prepare the Single EIR in accordance with the general guidance for outline and content found in Section 11.07 of the MEPA regulations, as modified by this Scope. The Single EIR should include maps and plans at a reasonable scale, a project summary and schedule, impacts and mitigation associated with each phase of the project, a list of all permits required or potentially required, a description of any changes to the project since the filing of the EENF and a cost estimate for the project.

The Proponent should use the Single EIR as a tool to ensure appropriate planning for the full build-out of the site, analyze cumulative impacts, and provide an understanding of background conditions and resources present on the site.

Project Description

The Single EIR should include a thorough description of the entire project and all project elements and construction phases in clear non-technical language. The Single EIR should clearly describe any changes to the project since the filing of the EENF. The Single EIR should include an existing conditions plan that clearly locates and delineates project elements, existing or proposed water supply resources, wetland resource areas, conservation areas (including state parks), adjacent land uses, any priority and estimated rare species habitat in the project area, Areas of Critical Environmental Concern (ACEC) and aquifer protection districts on and adjacent to the project site. The Single EIR should include a proposed conditions plan (or plans) illustrating proposed elevations, structures, access roads, stormwater management systems, and utility connections associated with each phase of the project. Plans must be provided for the entire site at a reasonable scale (e.g. 40 or 60 scale) to facilitate review and comment.

Permitting and Consistency

The Single EIR should briefly describe each Federal, State and local permit or agency action required or potentially required for each phase of the project, and should demonstrate that the project meets applicable performance standards. The Single EIR should contain sufficient information to allow the permitting agencies to understand the environmental consequences related to the project. In accordance with section 11.01(3)(a) of the MEPA regulations, the Single EIR should discuss the consistency of the project with any applicable local or regional land use plans. The Single EIR should also address the project's consistency with the Office for Commonwealth Development's Ten Sustainable Development Principles and Executive Order 385 (Planning for Growth), and with local and regional planning.

Alternatives Analysis

According to the EENF, the Proponent began planning with the Town of Medfield for the disposition and redevelopment of the core buildings and immediately surrounding land in 2003. The majority of the site is part of an historic district and extensive discussions were held and planning undertaken with MHC, the Medfield Historic District Commission, and the Medfield Historic Commission, as well as a Reuse Committee comprised of Medfield residents, officials, and representatives of adjoining towns. Studies were undertaken before and during the planning process considering historic preservation, financial and physical feasibility, hazardous materials, traffic, and fiscal impacts. Through this planning process and numerous public meetings the Medfield Board of Selectmen and the Proponent reached agreement on the programmatic redevelopment of the site as stated in a Reuse Program. In 2008, the Legislature authorized the disposition of the core campus as described in the Reuse Plan, plus the 39.8-acre Sledding Hill which will be transferred by the developer to the Town of Medfield.

The Single EIR should include an evaluation of all feasible alternatives, including any alternatives that have been previously explored, and describe how the Preferred Alternative will avoid, minimize and mitigate environmental impacts to the maximum extent feasible. The alternatives analysis should include a clear comparison (quantified to the extent feasible) of the impacts of each alternative and its project components (including but not limited to land alteration, impervious area, drainage, wetlands, water use and wastewater generation, historic

and archaeological resources, traffic and parking). The Single EIR should provide a rationale to explain why certain alternatives are selected and others ruled out for further consideration.

The Single EIR must expand upon the Preferred Alternative to explore ways to further avoid, minimize or mitigate Damage to the Environment as defined in the MEPA regulations including, but not limited to:

- A No-Build Alternative;
- A Less Developed Alternative, reducing land alteration and impervious area;
- A Continuing Care Retirement Community (CCRC) Alternative; and
- A Preferred Alternative, if different from the alternatives required above.

The Single EIR should discuss alternative building and roadway configurations on the site that might result in fewer impacts, particularly on land alteration, impervious area, water use, wastewater generation, traffic and parking. The alternatives analysis should identify opportunities to minimize impervious area from buildings, roadways, parking and other structures. The Single EIR should also consider utilizing stormwater and wastewater for irrigation as alternatives to additional water usage.

The Single EIR should assess the cumulative impacts of the project, including potential impacts to resources pursuant to 301 CMR 11.07(6)(h). As noted elsewhere in this Certificate, I strongly encourage the Proponent to incorporate commitments to green building and other sustainable design elements in the Single EIR that will minimize long-term cumulative impacts associated with the project. The Single EIR will require the Proponent to investigate reductions in GHG emissions that may be realized through site design, operations, and building construction, and which may result in revisions to the Preferred Alternative. The Single EIR should evaluate all measures to increase the long-term sustainability and energy efficiency of the site. Because the project is at a conceptual design stage, there are ample opportunities to incorporate renewable energy technology, energy efficiency and Low Impact Development (LID) techniques into the site design and building design. LID techniques incorporate stormwater best management practices (BMPs) and can reduce impacts to land and water resources by conserving natural systems and hydrologic functions. The primary tools of LID are landscaping features and naturally vegetated areas, which encourage detention, infiltration and filtration of stormwater onsite. Other tools include water conservation and use of pervious surfaces. Clustering of buildings is an example of how LID can preserve open space and minimize land disturbance.

Land Use and Alteration

The Single EIR should quantify the total amount of alteration associated with the proposed project (including areas to be altered for buildings, roadways, wastewater, water and stormwater infrastructure, lawns and landscaping, and other project components). The Single EIR should include a breakdown showing the amount of alteration for different project elements. The Single EIR should clarify the location, type and amount of alteration in previously undisturbed areas. The Single EIR should include site plans that clearly locate and delineate areas proposed for development and areas to be left undisturbed.

Open Space

The Single EIR should indicate how much of the site the Proponent has committed to set aside as open space. The Single EIR should clarify how much of the area proposed as open space will remain undisturbed and provide additional information on what types of land (i.e. upland, wetlands) will be protected as open space. The Single EIR should clarify activities that will be allowed within open space areas, discuss public access provisions and management plans, and potential impacts associated with different uses. The Single EIR should include a site plan that delineates which areas of the site are proposed to remain as open space following project completion, and it should disaggregate landscaped open space and undisturbed open space. Site plans should clearly identify different open space areas and their proposed uses.

The Single EIR should provide more information on the details of the long-term preservation of the site's open space. I strongly encourage the Proponent to consider placing the proposed open space area located within the project site under a Conservation Restriction (CR) to ensure its permanent protection. The Single EIR should include information on mechanisms proposed to ensure permanent protection of open space, identify areas proposed for CR and include drafts of any CR proposed. The Single EIR should address the DCR's comments regarding the protection and enhancement of the Bay Circuit Trail which traverses a portion of the parcels subject to disposition. The Proponent should consult with DCR regarding trail connections. The Single EIR should address the Department of Agricultural Resources' (DAR) comments regarding separate MOUs between DAR and the Proponent, and DAR and the Town of Medfield to allow for the continued agricultural use of the larger agricultural fields within the area slated to be transferred to DCR.

Hazardous Material

As detailed in the EENF, the project site has been impacted by a number of releases of oil and/or hazardous materials in the past as a result of historic waste management practices by MSH. The Proponent is actively consulting with MassDEP's Bureau of Waste Site Cleanup (BWSC) to bring these hazardous waste release sites into compliance with the MCP. The Single EIR should provide a thorough update on the status of the site investigation work under the MCP. As noted above, I am permitting certain cleanup activities to proceed during the preparation of the Single EIR. The Proponent should ensure that the project contractors and sub-contractors maintain an emergency response plan for performing appropriate response actions in the event that evidence of contamination is encountered during cleanup activities. The Proponent should refer to MassDEP's comments regarding notification pursuant to the MCP (310 CMR 40.00) in the event that any oil and/or hazardous material is identified during project implementation, and provide an update in the Single EIR should any further site contamination issues arise.

MassDEP has granted a Special Project Designation (SPD) Permit to coordinate the public involvement and remediation of the three release sites on the project site. These release sites include the Salvage Yard Area, the Former Power Plant Area, and the C&D Area. The SPD Permit includes additional conditions which the Proponent must comply with:

- SPD permit area is to include the originating location of the 1978 fuel oil release and the Clay Containment pit(s);
- Retract Class C Response Action Outcome (RAO) Statement for Power Plant Area and perform additional monitoring, assessment and response actions as required by the MCP;
- Submit final, detailed Phase II Scope of Work (SOW) to include:
 - revised schedule for Phase II Comprehensive Site Assessment;
 - assessment for potential infectious materials associated with the historical use of the site as a hospital; and
 - revised Numerical Ranking System (NRS) Scoresheet for tier classification of disposal sites contained within SPD Permit area, if applicable;
 - assessment methodology of drain system and outfalls, and subsequent closure in accordance with MassDEP's Underground Injection Control (UIC) requirements; and
 - testing parameters and details for assessment of potential migration of groundwater contamination should Hospital well field be activated.
- Appropriate notification to abutters of remedial actions;
- Inclusion of any new release conditions within the SPD Permit area; and
- Schedule of submission of response actions.

As also described in the Scope for wetlands impact below, the Single EIR should include an update of all investigations relating to the C&D Area, and should contain an alternatives analysis describing options for planned remediation work in wetland resource areas.

As noted by many commenters, the project will likely require abatement and removal of asbestos and other hazardous materials from existing buildings. The Single EIR should thoroughly address this issue, and should discuss what measures will be employed to ensure that future developers of the site meet all applicable MassDEP requirements for asbestos and other hazardous material remediation. The Single EIR should include an update on asbestos investigations and remediation plans.

Wetlands

Wetlands impacts associated with the project are primarily associated with the remediation activities planned for the C&D Area. The project will require an OOC from the Medfield Conservation Commission for the temporary alteration of 500 feet of Bank, 2,500 sf of BVW, and 43,700 sf of Riverfront Area. I note that the WPA requires an alternatives analysis that considers practicable alternatives to avoid, minimize, and mitigate impacts to wetlands resource areas. This information should be presented in the Single EIR. The Proponent must file a Notice of Intent (NOI) with the Medfield Conservation Commission for any work in wetland resource areas prior to the commencement of any activity within resource areas or buffer zones.

All resource area boundaries, riverfront areas, applicable buffer zones, 100-year flood elevations, 500-year floodplains, vernal pools (both certified and potential), and public and private wellhead protection areas located on and adjacent to the project site should be clearly delineated on a plan at a scale of not greater than one inch = 200 feet. Wetlands resource areas

that have been delineated in the field should be surveyed, mapped, and located on the plans. Each wetland resource area and riverfront area should be characterized according to 310 CMR 10.00. The Single EIR should include an update on the status of potential impacts to wetland areas regulated under the WPA and discuss any compensation or mitigation required. The proposed Redevelopment plan should be superimposed on a plan with existing conditions to facilitate review and assessment. For each of the alternatives, proposed areas of wetlands impact and replication areas should be identified on site plans, and described and quantified. The text should explain whether the local conservation commission has accepted the resource area boundaries and any disputed boundary should be identified. The Single EIR should discuss the potential impacts to wetland resource areas from proposed activities including interim and permanent construction activities, construction mitigation, erosion and sedimentation control, phased construction, and stormwater drainage discharges or overland flows into wetland areas. The Single EIR should identify construction period mitigation to limit impacts to wetland resource areas.

The locations of existing and any proposed detention basins and their distances from wetland resource areas, and the expected water quality of the effluent from these basins should be evaluated. The Single EIR must also address the current and expected post-construction water quality of the predicted final receiving water bodies and demonstrate compliance with applicable water quality regulations or guidelines. Sufficient mitigation measures must be incorporated to ensure that no downstream impacts will occur. The drainage analysis must ensure that on- and off-site wetlands are not impacted by changes in stormwater runoff patterns. The Single EIR should specifically address the impact, if any, to the removal or placement of stormwater outfalls within resource areas. The Single EIR should clarify what portions of the project may result in the permanent alteration of wetland resource areas versus temporary impacts for remediation and redevelopment activities.

The Commonwealth has endorsed a "No Net Loss Policy" that requires that all feasible means to avoid and reduce the extent of wetland alteration be considered and implemented. The Single EIR should examine alternatives that avoid impacts to wetland resource areas, their associated buffer zones, riverfront protection areas and 100-year flood plain areas. Where it has been demonstrated that impacts are unavoidable, the Single EIR should demonstrate that impacts will be minimized, and that the project will be accomplished in a manner that is consistent with the Performance Standards of the Wetlands Regulations.

The Single EIR must identify the Proponent's plans for wetland restoration within the project area. For any amount of required wetlands replication (specifically BVW, Land Under Water, and Bank), a detailed wetlands replication plan should be provided in the Single EIR which, at a minimum, includes: replication location(s) delineated on plans at a scale no greater than one inch = 100 feet, elevations, typical cross-sections, test pits or soil boring logs, groundwater elevations, the hydrology of areas to be altered and replicated, lists of wetlands plant species of areas to be altered and the proposed wetland replication species, planned construction sequence, and a discussion of the required performance standards and monitoring.

Stormwater and Drainage

The Single EIR should include a detailed description of the proposed stormwater management plan, and examine the project's susceptibility and adaptation to projected sea-level rise rates over the building design lifespan. The Single EIR should evaluate stormwater runoff impacts during both the construction and post-construction periods. The Single EIR should indicate if the new system will tie in to existing lines or if one or more new outfalls will be created. The Single EIR must demonstrate that source controls, pollution prevention measures, erosion and sediment controls, and the post-development drainage system will be designed in compliance with the MassDEP Stormwater Management regulations, to the maximum extent practicable. The Single EIR should include stormwater calculations, stormwater system design plans at a readable scale, BMP designs, and additional supporting data to demonstrate conformance with each of the Stormwater Management Policy (SMP) standards, as applicable for redevelopment and new development projects. As recommended by MassDEP, the Single EIR must demonstrate compliance to the maximum extent practicable per 310 CMR 10.05(6)(k)1-10, and should contain a description and calculation of peak flow and estimated water quality characteristics of discharge from a point source (both closed and open channel) that is outside the jurisdiction of the Wetlands Protection Act when the point of discharge falls within a wetland resource area or within the Buffer Zone.

The Single EIR should identify the quantity and quality of flows. The rates of stormwater runoff should be analyzed for the 10, 25 and 100-year storm events. The proposed system should control storm flows at existing levels. The Proponent should recharge roof runoff and other treated stormwater runoff from paved areas and driveways in order to retain as much as possible of the existing groundwater flows and drainage patterns. If the Proponent ties into the existing Town of Medfield's stormwater system, the Single EIR should clarify the permits required from the Town. The Single EIR should clarify if there will be a recharge deficit on-site. If subsurface infiltration is proposed, the Single EIR should demonstrate that soils and groundwater conditions are suitable for such discharges.

The project site is located within the Zone II area of public drinking water supplies, and is adjacent to the Charles River and the Medfield Charles River Reservation. The Single EIR's stormwater management should aim to maximize infiltration, slow runoff from the site, maximize the use of vegetation, capture rooftop runoff for irrigation, and minimize sediment and nutrient loading downstream. The Single EIR should include clear commitments to ensure effective long-term operation and maintenance of the stormwater system, and clarify long-term ownership and maintenance responsibilities. The Single EIR should evaluate the use of LID features and incorporate them into the stormwater management system to the maximum extent feasible. The Single EIR should include a pre and post-construction drainage analysis. The Single EIR should discuss how proposed changes in site drainage may impact hydrology and water quality of local river systems, public water supplies, vernal pools and other wetlands resources on and adjacent to the site. The Single EIR should describe how the stormwater management system will avoid and minimize adverse impacts associated with the proposed addition of 2.3 acres of impervious area. The Single EIR should include site plans that locate proposed BMPs for stormwater management and a discussion of Total Suspended Solids (TSS) removal for the final design. The Single EIR should discuss snow and ice management, the use

of native species for revegetation of the site, and alternatives to hay bales for erosion control to avoid the introduction of invasive species.

Rare Species

According to the comments from the Natural Heritage and Endangered Species Program (NHESP), portions of the proposed project site are located within mapped habitat of Long's Bulrush (*Scirpus longii*), a Threatened plant. In a letter dated July 13, 2009, NHESP noted that the proposed project (cleanup of the C&D area) has the potential to result in a "take" of Long's Bulrush. NHESP has indicated that it cannot issue a determination under the Massachusetts Endangered Species Act (MESA, MGL c131A) and its implementing regulations (321 CMR 10.00) until the results of the Long's Bulrush Survey have been submitted and reviewed. The Single EIR should present the results of the Long's Bulrush survey, analyze potential impacts to the plant, and describe any mitigation being proposed. The SEIR should also provide an update concerning the status of the Proponent's consultation with NHESP. I encourage the Proponent to work closely with NHESP to ensure that impacts to rare species are avoided and minimized to the maximum extent feasible, or that appropriate mitigation is provided.

Greenhouse Gas (GHG) Emissions

The Single EIR should include an analysis of GHG emissions and mitigation measures in accordance with the MEPA GHG Policy and Protocol (Policy). The Single EIR should quantify direct and indirect GHG emissions associated with project's energy use and transportation-related emissions. Direct emissions include onsite stationary sources, which typically emit GHGs by burning fossil fuel for heat, hot water, steam and other processes. Indirect emissions result from the consumption of energy, such as electricity, that is generated off-site by burning of fossil fuels, and from emissions associated with vehicle use by employees, vendors, customers and others. I encourage the Proponent to consider the energy required to provide potable water and to treat wastewater as part of the GHG analysis, but quantification of these emissions is not required under the Policy. The Single EIR should outline and commit to mitigation measures to reduce GHG emissions. I refer the Proponent to the GHG Emissions Policy and Protocol for additional guidance on the analysis and I strongly encourage the Proponent to meet with representatives from MEPA, MassDEP and the Department of Energy Resources (DOER) prior to preparation of the Single EIR.

The Single EIR should include a GHG emissions analysis that calculates and compares GHG emissions associated with: 1) a Massachusetts Building Code-compliant baseline (IECC 2006 with 2007 supplement or the ASHRAE 90.1.2007) (the sum of direct emissions from stationary sources and indirect emissions from energy consumption and transportation); and 2) the proposed Preferred Alternative (the sum of direct emissions from stationary sources, indirect emissions from energy consumption, and transportation for the project as proposed). Please note that the code currently in effect for the design and construction of this project and for the establishment of the Base Code Compliant Case is 780 CMR 13.00 (dated 1/9/09). The policy requires Proponents to use energy modeling software to quantify projected energy usage from stationary sources and energy consumption.

The GHG analysis should clearly demonstrate consistency with the objectives of MEPA review, one of which is to document the means by which the Proponent plans to avoid, minimize, or mitigate damage to the environment to the maximum extent feasible. The Proponent should identify the model used to analyze GHG emissions, clearly state modeling assumptions, explicitly note which GHG reduction measures have been modeled and provide supporting data demonstrating GHG reductions. The Single EIR should identify whether certain building design or operations GHG reduction measures will be mandated by the Proponent to future occupants or merely encouraged for adoption and implementation. The Single EIR should include the modeling printout for each alternative and emission tables that compare base case emissions (in tons of carbon dioxide (CO₂)) with the Preferred Alternative showing the anticipated reduction (in tons and percentages) by emissions source (direct, indirect and transportation). Other tables and graphs may also be included to convey the GHG emissions and potential reductions associated with various mitigation measures as necessary. The GHG analysis should include an assessment of which of the mitigation measures listed in the GHG Policy appendix are applicable to this type of project. For those measures that are applicable to the project type, the GHG analysis should include an assessment of which measures are feasible and will be included in the preferred alternative, and should also include any applicable measures that are not listed in the appendix.

The EENF included a preliminary GHG analysis for the Redevelopment portion of the project. The GHG analysis evaluated CO₂ emissions for three alternatives including: 1) a Base Case; 2) a Preferred Alternative, which included proposed energy saving design features, and 3) a Mitigation Alternative, which included additional energy saving elements. The Proponent used the eQUEST and EPA MOBILE 6.2 simulation software to perform the GHG analysis.

Building B-1, a two-story brick structure of approximately 15,000 square feet was used to run the model. The CO₂ emissions associated with the current/baseline conditions are 8,182 tons for direct and indirect emissions from stationary sources and 4,761 tons for direct emissions from transportation, resulting in a total of 12,943 tons of CO₂. The Preferred Alternative will use performance standards that are up to current State building code to guide construction. The existing buildings will be upgraded to meet the current building requirements. The CO₂ emissions associated with the Preferred Alternative are 4,531 tons for direct and indirect emissions from stationary sources and 4,053 tons from direct emissions from transportation, resulting in a total of 8,584 tons of CO₂ and a 33% reduction from the baseline scenario. The Mitigation Alternative includes additional energy saving ideas, including adding 10% more insulation and using energy efficient windows and doors. The Proponent will encourage future developers to utilize energy saving utilities in the final design. The CO₂ emissions associated with the Mitigation Alternative are 4,151 tons for direct and indirect emissions from stationary sources and 4,053 tons from direct emissions from transportation, resulting in a total of 8,204 tons of CO₂ and a 36% reduction from the baseline scenario.

I refer the Proponent to the MassDEP comment letter for additional recommendations on the analysis of GHG emissions and mitigation measures, including the incorporation of commonly implemented energy conservation measures. The Single EIR should include a specific evaluation of these alternatives, and should quantify potential GHG reductions associated with these options.

Specifically, the Single EIR should address the feasibility of including the following types of mitigation measures:

- Explanation of building orientation and discussion of expected impacts on energy usage, including solar gain, day-lighting and effect on proposed and future solar energy collection systems;
- Pursuit of Leadership in Energy and Environmental Design (LEED) and/or Energy Star certifiable project status;
- Availability of potential rebates from energy providers associated with the installation of highly efficient equipment, including solar energy incentive programs;
- On-site renewable energy sources. The Single EIR should evaluate the use of photovoltaic (PV) systems. At a minimum, buildings should be "solar ready" to facilitate future installation of PV systems should the Single EIR demonstrate that such systems are presently infeasible;
- Duct insulation;
- Energy efficient lighting (both interior and exterior) including use of light emitting diodes (LEDs) for exterior lighting;
- Interior day-lighting of buildings;
- Thermal insulation to roofs and walls;
- Improved window performance;
- Increasing air-tightness specification;
- High-efficiency HVAC systems;
- Air or water source heat pumps;
- Recovery of latent heat of combustion for furnace or hydronic boiler;
- Incorporation of third-party building commissioning;
- Combined heat and power (CHP) technologies;
- Implementation of lighting motion sensors, climate control and building energy management systems. I strongly encourage the implementation of separate metering of utilities within the residential units and between separate office uses to incentivize energy conservation;
- Energy performance tracking capabilities; and
- Energy Star-rated appliances.

In evaluating GHG-related mitigation measures, the Single EIR should clearly explain why certain mitigation measures, that may provide greater GHG reduction benefits, are considered by the Proponent to be infeasible or not applicable to the project. For measures considered infeasible at this time, I encourage the Proponent to consider design options that will allow cost effective integration of energy efficiency or renewable energy measures in the future when they may be more financially or technically feasible.

The Single EIR should also identify Transportation Demand Management (TDM) measures proposed for each of the alternatives and the corresponding emission reductions expected.

In acknowledgement of the challenges facing implementation of certain energy efficiency measures in spaces that will be occupied by future owners or operators of the site (or their

tenants), the Proponent should consider reasonable measures to educate and create incentives for future building occupants to adopt energy efficiency/renewable generation measures. The Single EIR should address the Proponent's commitment to providing energy efficiency consulting services and information and/or developing a tenant manual to incorporate building design and operational GHG mitigation measures into lease agreements, and/or including these requirements as part of the bidding process for future developers of the site.

The Single EIR should indicate if the Proponent will be requiring the future developers of the site to evaluate the project under the LEED system and will incorporate sustainable design elements.

It is anticipated that the Proponent will be required to provide a certification to the MEPA Office indicating that the mitigation measures identified in the MEPA process have been incorporated into the project. The draft Section 61 Findings in the Single EIR should include this self-certification requirement.

Air Quality

The Proponent should consult with MassDEP during the preparation of the Single EIR to discuss potential pre-installation approvals that may be required for fuel utilization facilities, such as furnaces and boilers, or emergency generators. The Single EIR should include information on the size and type of equipment that may be installed, an update on permits required, and a discussion of measures to comply with applicable regulatory requirements. The Proponent should make commitments to compliance with the Massachusetts Idling regulation (310 CMR 7.11).

Water

According to the EENF, the daily water use for the proposed project is approximately 93,400 GPD and it is anticipated that the water supply for the Redevelopment will be provided by the Town of Medfield. The Single EIR should discuss the impact of the proposed water demand on the current water supply, especially during peak demand periods. The Single EIR should also confirm that sufficient capacity is available from the Town of Medfield to accommodate the new project flows and identify upgrades, if necessary. The Single EIR should address MassDEP's comments regarding documentation to verify compliance with the public water system's Water Management Act (WMA) permit and all applicable regulations. The Single EIR should discuss any Source Approval requirements for the Hospital well field which is included in the WMA permit. The Single EIR should include additional consideration for requirements for fire flow, minimum distribution system pressure, storage capacity, etc. The single EIR should provide a description of the new water supply system which will be installed onsite replacing antiquated water pipes. The Single EIR should indicate if a MassDEP Distribution System Modification permit is required for the project, and provide an update on the application process. I encourage the Proponent to work closely with the Medfield Water Department to make sure both the existing water infrastructure as well as any additional water infrastructure meets the requirements of Medfield Water Department. I also encourage the Proponent to consult with MassDEP during the permitting process.

The Single EIR should include a detailed estimation of water demand for the project, including an estimation of the outdoor water use (lawn watering, etc.) demand. This estimation of outdoor water use should include the estimated volumes of outdoor water to be provided by the municipal system vs. outdoor water to be provided by alternative sources (e.g., stormwater collection, on-site irrigation wells, etc.). The Single EIR should detail the water conservation measures to be implemented for the project such as low flow toilets or faucets, and steps taken by the Proponent to meet the applicable 2006 *Massachusetts Water Conservation Standards*, which can be accessed at: http://www.mass.gov/enviro/mwrc/pdf/Conservation_Standards.pdf. Specifically, the Single EIR should address the Charles River Watershed Association's comments regarding the requirement by the WMA permit and the MA Water Conservation Standards, which both require that residential use not exceed 65 residential gallons per capita day (rgpcd). The Single EIR should demonstrate the Proponent's commitment to incorporating measures which will further reduce the water use.

Wastewater

The project will require a MassDEP Sewer Connection Permit. The EENF indicates that there is sufficient capacity in the existing municipal collection system to accommodate the estimated wastewater flow from the proposed project (84,900 GPD). The Single EIR should provide an update on the volume of wastewater generated by the project, which should include a description of the reduced waste flows associated with the decreased water consumption by incorporating water conservation measures. Wastewater generated from the project will discharge to the Town of Medfield sewer system, which flows to the Medfield Wastewater Treatment Facility. As noted in its comment letter, MassDEP has requested that the Proponent dismantle the existing sewers which continue to collect infiltration/inflow (I/I) and clean water from the site and overflow out of the unused pump station. The Single EIR should provide an update on the status of dismantling the sewers and should provide a thorough description of the new sewer system being proposed. The Single EIR should describe in detail proposed wastewater mitigation, including measures to meet I/I removal requirements and water conservation commitments. The Single EIR should discuss the installation of either a new pump station or the installation of a gravity system. The Single EIR should describe how the project will meet state and city regulatory requirements. The Proponent should consult with MassDEP and the Town of Medfield during the Single EIR preparation to discuss permitting and wastewater impact mitigation. In addition to implementing water conservation measures, the Single EIR should also consider wastewater reuse opportunities. I strongly encourage the Proponent to consider adoption of water and wastewater conservation and reuse measures wherever possible.

Transportation

A Massachusetts Department of Transportation (MassDOT) permit is not required for this project. The EENF included a preliminary traffic analysis that estimates the proposed project will generate 2,700 new average daily trips (adt). The transportation study included a traffic analysis of five intersections and recommended geometric improvements at three of the study intersections. The Single EIR should include a revised and updated, detailed comprehensive analysis of the transportation aspects of the project, which should include an analysis of potential

impacts (including distribution and level of service changes), measures to avoid and minimize impacts, and a mitigation plan for any unavoidable impacts. The Single EIR should explicitly address how the project will accommodate bicycle and pedestrian traffic, including safety precautions and promotion of bicycle or pedestrian use through site design or other incentives. The Single EIR should include an updated Transportation Demand Management (TDM) plan that includes commitments to TDM measures to reduce overall vehicle trips to the project site. The Proponent should consult with the Town of Medfield for guidance on the study design and any additional intersections to be included in the analysis. The analysis should include consideration of other development projects in the area for the future-year traffic projections and cumulative impact assessment.

The EENF identifies mitigation at the following intersections:

- Hospital Road/Service Road
- Hospital Road/Harding Street
- North Street/Harding Street

The Proponent should work with the Town of Medfield to design these improvements, investigate additional mitigation, and provide an update on the status of these consultations in the Single EIR.

Historical and Archaeological Resources

The project site is located at the former Medfield State Hospital, which is listed in the State and National Registers of Historic Places. The National Register nomination consists of 78 buildings, sites, structures and objects. Consultations between the Proponent, MHC, and local officials has lead to the development of a draft Memorandum of Agreement (MOA) that outlines a process in which impacts to historic and archaeological resources will be mitigated.

According to the draft MOA, MHC has determined that the project will have an "adverse effect" (950 CMR 71.05(a)) though the demolition of historic properties. The 2005 Reuse Plan for Medfield State Hospital identifies areas of the campus where buildings should be retained and rehabilitated for new uses (31 buildings) and areas where new construction could occur without impacting the historic character of the campus. The draft MOA includes the demolition of all buildings identified as "noncontributing" (NC) on the National Register nomination. In addition, the draft MOA proposes the demolition of 14 buildings which are considered to be contributing elements of the historic district. In addition, the draft MOA includes stipulations for archaeological investigations in sensitive areas, as well as archival documentation requirements. The Single EIR should address MHC's request to review the proposed language for a CR on any open space, in order to provide comments regarding archaeological resources, and MHC's suggestion that the review be added to the draft MOA as an added stipulation. In addition, MHC is also working with the Proponent on a separate MOA for the proposed demolition of historic buildings that are associated with the proposed cleanup activities.

The Proponent should report in the Single EIR on consultations with MHC and provide an expanded discussion on which buildings will be demolished and which will be retained as part of the project. A copy of the Proponent's updated MOA should be submitted with the Single

EIR. The Single EIR should discuss mitigation for impacts to historic and archaeological resources.

Construction Period Impacts

The Single EIR should include a detailed draft Construction Management Plan (CMP) describing project activities and their schedule and sequencing, site access and truck routing, and BMPs that will be used to avoid and minimize adverse environmental impacts. The CMP should address potential demolition and construction period impacts (including but not limited to land disturbance, noise, vibration, dust, odor, nuisance, vehicle emissions, construction and demolition debris, and construction-related traffic) and analyze and outline feasible measures that can be implemented to eliminate or minimize these impacts. The Single EIR should outline potential measures to address materials management during the construction period. The CMP should discuss plans for reuse and recycling of construction materials including asphalt, brick and concrete (ABC). The Single EIR should discuss measures proposed to protect wetland resource areas during construction activities, and the CMP should include an erosion control component to address protection of water quality and wetlands resources.

As noted above, the Proponent or future developers of the site must comply with MassDEP's Solid Waste and Air Pollution Control regulations, pursuant to M.G.L. Chapter 40, Section 54, during demolition and construction. The Proponent should consult MassDEP for guidance on applicable regulations and BMPs that can be implemented onsite to effectively manage demolition and construction waste.

I strongly encourage the Proponent to commit to participation in the MassDEP Diesel Retrofit Program and to use ultra low sulfur diesel (ULSD) in off-road engines. The Single EIR should describe how the Proponent will minimize construction-period diesel emissions to address concerns relating to fine particulate matter (PM_{2.5}) and related health impacts.

The Single EIR should clarify if any blasting is being proposed and if so, discuss measures to protect public water supplies in the project area. I refer the Proponent to the MassDEP Memorandum entitled "Potential Environmental Contamination From the Use of Perchlorate-Containing Explosive Products" available at <http://www.mass.gov/dep/cleanup/laws/blasting.htm>

The Proponent is required to prepare a Stormwater Pollution Prevention Plan (SWPPP), which must clearly and reasonably delineate all areas to be 'altered', and describe the practices that will be implemented to protect the resources during construction as well as upon completion of the project. This includes Erosion and Sedimentation Control Plans and design calculations to assess all drainage leaving the site. The SWPPP must also include designation of areas where stockpiling of material and operations are to occur. The Proponent should consult with the Town of Medfield, MassDEP and others to ensure that the Project will meet any performance standards associated with a federal NPDES permit for all proposed project construction activities.

Mitigation and Section 61 Findings

The Single EIR should include a separate chapter on mitigation measures, which should include a summary table of all mitigation commitments as well as detailed proposed Section 61 Findings for all state permits. The Section 61 Findings should describe proposed mitigation measures, contain clear commitments to mitigation and a schedule for implementation, based on the construction phases of the project, and identify parties responsible for funding and implementing the mitigation measures. The proposed Section 61 Findings will serve as the primary template for permit conditions.


Comments/Circulation

The Single EIR should contain a copy of this Certificate and a copy of each comment letter received on the EENF. In order to ensure that the issues raised by commenters are addressed, the Single EIR should include a response to comments received to the extent they are within MEPA jurisdiction. This directive is not intended to and shall not be construed to enlarge the scope of the Single EIR beyond what has been expressly identified in this Certificate. I recommend that the Proponent use either an indexed response to comments format, or a direct narrative response.

The Single EIR should be circulated in compliance with Section 11.16 of the MEPA regulations. Copies should be sent to those parties that submitted comments on the EENF, and to each federal, state and local agency from which the Proponent will seek permits or approvals. A copy of the Single EIR should be made available for public review at the Medfield Public Libraries.

April 2, 2010

DATE



Ian A. Bowles, Secretary

Comments Received

03/09/2010	Senator James E. Timilty
03/18/2010	Bay Circuit Alliance, Inc.
03/19/2010	Charles River Watershed Association
03/22/2010	John T. Harney
03/23/2010	Town of Medfield Police Department
03/24/2010	Natural Heritage and Endangered Species Program
03/24/2010	Polaris Consultants, LLC
03/25/2010	Massachusetts Department of Environmental Protection – CERO
03/25/2010	Richard K. Domas
03/25/2010	Town of Medfield Board of Selectmen
03/25/2010	Residents and Neighbors of former Medfield State Hospital – 48 signatures
03/26/2010	Massachusetts Department of Agricultural Resources
03/26/2010	Massachusetts Department of Conservation and Recreation
03/26/2010	Tamara Small

03/26/2010 Town of Medfield Board of Health
03/26/2010 Town of Medfield Conservation Commission
03/26/2010 Town of Sherborn
03/31/2010 Massachusetts Historical Commission

IAB/PPP/ppp

EXHIBIT H

FORMS OF CERTIFICATIONS AND NOTICE

To be enclosed