

Application for a Comprehensive Permit

for 8 single family residences at 35 Pine Street, Norfolk, MA

Project Name: Residences at Pine Street

Applicant: 35 Pine Street, LLC and Mr. Alan Quaglieri

Michael P. O'Shaughnessy, Esq.
43 East Grove Street, Suite 5 Middleboro, MA 02346
11/18/2019

**Town of Norfolk Zoning Board of Appeals
Comprehensive Permit Application**

Applicant: 35 Pine Street, LLC
Mr. Alan Quaglieri, Manager

Property Address: 35 Pine Street, Norfolk, MA
Assessors Map 25, Block 84, Lot 2

Project Name: Residences at Pine Street

Date: November 18, 2019

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7. Waivers
8. Table of Lot Coverage/Parking/Units/Floor Areas

SUBMITTED UNDER SEPARATE COVER

2 copies of the Stormwater Management Report dated November 12, 2019

Seven (7) full size sets of site plans entitled "Comprehensive Permit Definitive Subdivision Plans 35 Pine Street Norfolk, Massachusetts", Dated: November 12, 2019, Prepared by: Zenith Consulting Engineering LLC, 3 Main Street, Lakeville, MA 02347

Four (4) full size sets and Four (4) 11x17 sets of architectural plans prepared dated September 9, 2019, Sheets: A1 through D1, Prepared by: Rescom Architectural Inc., 188 Waterhouse Road, Bourne, MA

Original Certified Abutters List

Check in the amount of \$2,840.00



Zoning Board of Appeals Town of Norfolk

1 Liberty Lane
Norfolk, MA 02056

Tel. (508) 541-8455

APPLICATION FOR HEARING

COMPREHENSIVE PERMIT

1. Name of Applicant or Appellant: 35 Pine Street, LLC c/o Alan Quaglieri

1a. Mailing address of Applicant:
2075 Main Street, Norfolk, MA Zip Code 02081

Phone 508-947-9170 Email address mike@mpoesq.com

1b. Address or location of property – Subject of the Hearing:
35 Pine Street (aka 0 Valley Road) Norfolk, MA - Comprehensive Permit pursuant to M.G.L. c. 40B

1c. Owner of the Property: Rocco Realty II, LLC

1d. Mailing address of the owner: PO Box 657, Walpole, MA 02081

2. Name of all persons or parties having legal or beneficial interest in the application:
Alan Quaglieri, Manager

3. List the supplied documents sufficient to prove status as non-profit, limited dividend, or public agency:
Applicant will enter in a Regulatory Agreement with MassHousing and comply with the applicable limited dividend provisions.

4. List the documents sufficient to prove interest in locus; in case of public agency with eminent domain authority, a statement of interest in acquiring site shall be sufficient to demonstrate interest in property. Documents shall give the precise location of property:
See P&S between Rocco Realty II, LLC and 35 Pine Street, LLC - Tab 4 of bound portion of application on file with the Zoning Board of Appeals.

5. List submitted FHA or MHFA site approvals or other documents showing agency's interest:

See letter dated June 24, 2019 - Tab 3 of bound portion of application on file with the
Zoning Board of Appeals.

6. List requested exceptions to local codes, ordinances or regulations:

See requested waivers in Tab 7 of bound portion of application on file with the
Zoning Board of Appeals.

7. Statement of local need for such a development; include any documents to substantiate:

See memorandum that accompanies the bound portion of application
on file with the Zoning Board of Appeals.

8. Complete a description of the development. The description shall include the following. This Description may be appended to the application form but must include all of the following information:

- X a. Number of units to be built, and acreage.
- X b. The type of building to be constructed: masonry, wood frame, etc.
- X c. Names of the record owner if different from the applicant, and the name of the designer, engineer, architect or surveyor.
- X d. Names of all abutters, and of owners of land next adjoining abutters, as determined from the most recent local tax list..
- X e. General description of proposal system of drainage and sewerage, including adjacent existing natural waterways.
- N/A f. Approval, if necessary, under the Jones Act, Coastal Wetlands Act, the Hatch Act, and the Inland Wetlands Act, respectively. Chapter 130, Section 27A; Chapter 130, Section 105; Chapter 131, Section 40; and Chapter 131, Section 40A of the General Laws.
- X g. Names, approximate location, and widths of adjacent streets.

**Town of Norfolk Zoning Board of Appeals
Comprehensive Permit Application**

Applicant: 35 Pine Street, LLC
Mr. Alan Quaglieri, Manager

Property Address: 35 Pine Street, Norfolk, MA
Assessors Map 25, Block 84, Lot 2

Project Name: Residences at Pine Street

Date: October 23, 2019

I. INTRODUCTION

This memorandum is in support of an application submitted by 35 Pine Street, LLC and Alan Quaglieri (collectively the "Applicant") pursuant to M.G.L. Chapter 40B, Section 20-23 for a Comprehensive Permit for property located at 35 Pine Street, Norfolk, MA.

The proposed project is called "The Residences at Pine Street" consisting of eight (8) single family residences Two (2) units (or twenty-five (25%) percent) will be affordable units available to households earning up to eighty percent (80%) of the Area Median Income, in accordance with applicable state regulations and guidelines. The remaining units will be market rate units.

Under M.G.L. Chapter 40B ("Statute"), when there is a substantial need for low and moderate income housing in a community, the Statute essentially creates a state mandate to local cities and towns to allow the construction of low and moderate income housing that requires relief from otherwise applicable local requirements and regulations, including but not limited to zoning bylaws, subdivision rules and regulations and local regulations that exceed state requirements under the Wetlands Protection Act and Title V. A Zoning Board of Appeals can insist on full compliance with local requirements and regulations only if they are, in the words of the Statute, "consistent with local needs." Local requirements and regulations will be considered "consistent with local needs" if they are reasonable, taking into account the "regional need for low and moderate income housing considered with the number of low income persons in the city or town affected and the need to protect the health or safety of the occupants of the proposed housing or of the city or town, to promote better site and building design in relation to the surroundings, or to preserve open space" and if they outweigh the regional need for affordable housing.

As the Board is aware, the goal of Statute is to make at least 10% of every Massachusetts's community's housing stock affordable for moderate income households. The Department of Housing and Community Development ("DHCD") tracks a community's compliance with this goal by maintaining a Subsidized Housing Inventory ("SHI"). The SHI lists the number of housing units in each municipality that qualify for the list and count towards the municipality's goal of meeting 10% of its housing stock being affordable. As of September 14, 2017, the Town of Norfolk is at 4.1% of its required 10% affordable housing requirement.

II. JURISDICTIONAL REQUIREMENTS

The Applicant meets the jurisdictional requirements of the regulations and has standing before the Zoning Board of Appeals, based on the following:

A. Limited Dividend Organization

The Applicant agrees and intends to enter into a Regulatory Agreement with the Massachusetts Housing Finance Agency ("MassHousing") under the New England Fund Program and to abide by the requisite limitation on profits. See 760 CMR 56.04(1)(a).

B. Project Eligibility

The Applicant has received a Project Eligibility Letter dated June 24, 2019 that confirms the project's eligibility and suitability of the site. A copy of the Project Eligibility Letter is submitted herewith (see Tab 3). Therefore, the Applicant fulfills the requirement of 760 CMR 56.04(1)(b), which states: "The project shall be fundable under a subsidizing agency under a low and moderate income subsidy program".

C. Control of the Land

The project proponent, 35 Pine Street, LLC has an executed Purchase & Sale Agreement ("P&S") for the project site with Rocco Realty II, LLC. See copy of the P&S dated February 22, 2019 submitted herewith (see Tab 5). Thus, the Applicant has control of the land, as required by the regulations. See 760 CMR 56.04(1)(c).

III. SITE DESCRIPTION

The proposed site is a 1.8+/- acre site with a majority of the site being located in the C-1 zoning district. A small portion of the project site is located within the C-1d zoning district. The site is vacant land. The site topography slopes from the eastern most corner of the lot down to Pine Street.

The project is bounded to the north by properties having an address of 4 Hill Street (a single-family residence) and 6 Hill Street (a commercial building).

To the east, the project abuts 39 Pine Street (a single-family residence)

To the west, the project abuts 2 Hill Street (a single-family residence)

The project is bound to the south by Pine Street and Valley Street.

There are no wetland areas on the project site. A small portion of the property is located in a Zone II to a drinking water well. No septic systems are proposed be installed within the Zone II area. The project is not located within a Natural Heritage Priority or Estimated Habitat.

IV. PROPOSED PROJECT

The Applicant is proposing to construct eight (8) single family, three (3) bedrooms residences as an eight (8) lot subdivision. The square footage of the units will vary between 1907 and 2023 square feet. Each home will have a one or two car garage.

Each home will have its own Title V compliant septic system.

A roadway will be constructed and will be approximately 350 +/- feet in length. The front of the roadway is a hammer head design. This allows a fire truck to pull directly into the proposed project and to be able to back down into this area and leave the site without having to back onto Pine Street.

The proposed drainage system will comply with Massachusetts Department of Environmental Protection Stormwater Management Standards. Stormwater will flow behind the houses on Lots 1-4 and will discharge into an infiltration pit located on the westerly corner of the site. Water will flow behind the houses on Lots 5-8 and will discharge into an infiltration basin located on the southerly corner of the site. The roadway runoff is managed by a series of catch basins which is connected to a subsurface infiltration system. Runoff will not enter Pine Street as a trench drain is proposed at the site entrance.

A retaining wall is proposed to be constructed along the eastern most portion of the site behind Lots 5-8 to address the grade changes.

Lastly, a variety of trees and shrubbery is proposed to be installed along the front of the site. In addition to help screening the infiltration basins, these plantings will create a sense of privacy while adding to the beauty of the landscape and surrounding area.

V. **DEVELOPER EXPERIENCE**

35 Pine Street, LLC is a new entity formed specifically for this development. The manager of the LLC, Alan Quaglieri, has over 35 years of experience in real estate management and construction. Mr. Alan Quaglieri, has developed several other projects in the Town of Norfolk.

VI. **CONSTRUCTION SCHEDULE**

The proposed commencement of construction is within twelve (12) weeks of receiving a Comprehensive Permit. Completion is anticipated within twenty four (24) months of commencement of construction.

VII. **COMMUNITY AND MUNICIPAL IMPACT**

Prior to submission of the Project to the Norfolk Board of Appeals, the Applicant consulted the Town of Norfolk Housing Production Plan ("Plan"). According to Plan, the Town needs an additional 186 SHI-eligible units to achieve the state's 10% goal. The Plan recognizes "that Norfolk has a limited number of affordable units, making it particularly difficult for low- and moderate-income households to thrive in the community". The proposed project will make two of the eight units available to low- or moderate-income household and will be SHI eligible

There are no site distance issues as they relate to the proposed driveway access. The traffic flow on Main Street will not be negatively impacted from the number of vehicle trips to and from the project. There is sufficient water capacity to service the project. The proposed project will be serviced by an onsite septic systems. The proposed project complies with storm water management standards. There will be no wetland impacts from the project.

Based upon the foregoing, The Applicant believes that the proposed project will be a positive addition to the Town of Norfolk.

VIII. **CONCLUSION**

Based on all of the foregoing, the Applicant believes that the proposed project will be an asset to the Town of Norfolk. It will provide much needed affordable housing for families. The Applicant respectfully submits that a Comprehensive Permit should be issued by the Norfolk Zoning Board of Appeals.

Respectfully Submitted,



Michael P. O'Shaughnessy, Esq.



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

Tel: 617.854.1000
Fax: 617.854.1091 | www.masshousing.com
Videophone: 857.366.4157 or Relay: 711

June 24, 2019

Alan Quaglieri, Manager
35 Pine Street, LLC
P.O. Box 657
Norfolk, MA 02081

**Re: The Residences at Pine Street
Project Eligibility/Site Approval
MassHousing #1027**

Dear Mr. Quaglieri:

This letter is in response to your application as “Applicant” for a determination of Project Eligibility (“Site Approval”) pursuant to Massachusetts General Laws Chapter 40B (“Chapter 40B”), 760 CMR 56.00 (the “Regulations”) and the Comprehensive Permit Guidelines issued by the Department of Housing and Community Development (“DHCD”) (the “Guidelines” and, collectively with Chapter 40B and the Regulations, the “Comprehensive Permit Rules”), under the New England Fund (“NEF”) Program (“the Program”) of the Federal Home Loan Bank of Boston (“FHLBank Boston”).

You have proposed to build eight (8) single family homes, including two (2) affordable units of homeownership housing (the “Project”) on a 1.76-acre site located on Pine Street (the “Site”) in Norfolk (the “Municipality”).

In accordance with the Comprehensive Permit Rules, this letter is intended to be a written determination of Project Eligibility by MassHousing acting as Subsidizing Agency under the Guidelines, including Part V thereof, “Housing Programs In Which Funding Is Provided By Other Than A State Agency.”

MassHousing has performed an on-site inspection of the Site, which local boards and officials were invited to attend, and has reviewed the pertinent information for the Project submitted by the Applicant, the Municipality and others in accordance with the Comprehensive Permit Rules.

Municipal Comments

Pursuant to the Regulations, the Municipality was given a thirty (30) day period in which to review the Site Approval application and submit comments and recommendations to MassHousing. The Town Planner, Richard McCarthy, provided a response identifying the following suggestion on the proposed Project:

- The Municipality requests that the Applicant consider a more creative approach to the proposed site plan and building design that could provide increased circulation and additional open space opportunities. Further, the Municipality requests that the Applicant consider a shared septic system that may allow for a change in site layout and building design.

MassHousing Determination and Recommendations

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval. As a result of our review, we have made the findings as required for a determination of eligibility pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note that Comprehensive Permit Rules limit MassHousing to these specific findings to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Applicant may apply to the Zoning Board of Appeals (“ZBA”) of the Municipality for a Comprehensive Permit. At that time local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

Based on MassHousing’s site and design review, the following issues should be addressed in your application to the local ZBA for a Comprehensive Permit and fully explored in the public hearing process prior to submission of your application for final approval under the Program:

- Development of this Site will require compliance with all state and federal environmental laws, regulations, and standards applicable to existing conditions and to the proposed use related to floodplain management, wetland protection, river and wildlife habitats/conservation areas, stormwater management, wastewater collection treatment, hazardous waste safety, and public water supply. The Applicant should be prepared to provide evidence of such compliance.
- The Applicant should continue to engage with Municipal officials in a good-faith discussion regarding the potential for alternative proposals regarding housing design and site layout.

MassHousing has also reviewed the application for compliance with the requirements of 760 CMR 56.04(2) relative to Application requirements and has determined that the material provided by the Applicant is sufficient to show compliance.

This approval is expressly limited to the development of no more than eight (8) homeownership units under the terms of the Program, of which not less than two (2) of such units shall be restricted as affordable for low or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a Comprehensive Permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new site approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new site approval application for review by MassHousing.

For guidance on the Comprehensive Permit review process, you are advised to consult the Guidelines. Further, we urge you to review carefully with legal counsel the M.G.L. c.40B Comprehensive Permit Regulations at 760 CMR 56.00.

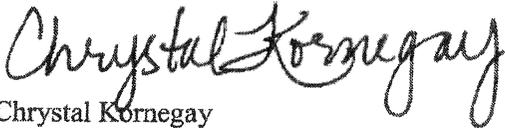
This approval will be effective for a period of two (2) years from the date of this letter. Should the Applicant not apply for a Comprehensive Permit within this period or should MassHousing not extend the effective period of this letter in writing, this letter shall be considered to have expired and no longer be in effect. In addition, the Applicant is required to notify MassHousing at the following times throughout this two-year period: (1) when the Applicant applies to the local ZBA for a Comprehensive Permit, (2) when the ZBA issues a decision and (3) if applicable, when any appeals are filed.

Should a Comprehensive Permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project (as it may have been amended) in accordance with the Comprehensive Permit Rules (see especially 760 CMR 56.04(07) and the Guidelines including, without limitation, Part III thereof concerning Affirmative Fair Housing Marketing and Resident Selection). Final Approval will not be issued unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

Please note that MassHousing may not issue Final Approval if the Comprehensive Permit contains any conditions that are inconsistent with the regulatory requirements of the New England Fund Program of the FHLBank Boston, for which MassHousing serves as Subsidizing Agency, as reflected in the applicable regulatory documents. In the interest of providing for an efficient review process and in order to avoid the potential lapse of certain appeal rights, the Applicant may wish to submit a "final draft" of the Comprehensive Permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the Comprehensive Permit after its initial issuance.

If you have any questions concerning this letter, please contact Michael Busby at (617) 854-1219.

Sincerely,



Chrystal Kornegay
Executive Director

cc: Janelle Chan, Undersecretary, DHCD
The Honorable Rebecca L. Rausch
The Honorable Shawn C. Dooley
Kevin Kalkut, Chairman, Board of Selectmen
Christopher Wider, Chairman, Zoning Board of Appeals

Attachment 1

760 CMR 56.04

Project Eligibility: Other Responsibilities of Subsidizing Agency
Section (4) Findings and Determinations

The Residences at Pine Street, Project #1027

MassHousing hereby makes the following findings, based upon its review of the application, and in consideration of information received during the Site visit and from written comments:

(a) that the proposed Project appears generally eligible under the requirements of the housing subsidy program, subject to final approval under 760 CMR 56.04(7);

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income (AMI), adjusted for household size, as published by the U.S. Department of Housing and Urban Development ("HUD"). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Norfolk is \$89,200. A letter expressing interest for Project financing was provided by Mechanics Cooperative Bank, a member bank of the FHLBank Boston.

(b) that the site of the proposed Project is generally appropriate for residential development, taking into consideration information provided by the Municipality or other parties regarding municipal actions previously taken to meet affordable housing needs, such as inclusionary zoning, multifamily districts adopted under c.40A, and overlay districts adopted under c.40R, (such finding, with supporting reasoning, to be set forth in reasonable detail);

Based on a site inspection by MassHousing staff, internal discussions, and a thorough review of the application, MassHousing finds that the Site is suitable for residential use and development and that such use would be compatible with surrounding uses and would directly address the local need for housing.

The Town of Norfolk does have a DHCD-approved Housing Production Plan. According to DHCD's Chapter 40B Subsidized Housing Inventory (SHI), updated through May 23, 2019, Norfolk has 150 Subsidized Housing Inventory (SHI) units (4.82% of its housing inventory), which is 161 units short of the statutory minima of 10%.

(c) that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail);

In summary, based on an evaluation of the site plan using the following criteria, MassHousing finds that the proposed conceptual Project design is generally appropriate for the Site. The following plan review findings are made in response to the conceptual plan, submitted to MassHousing:

Relationship to Adjacent Building Typology (Including building massing, site arrangement, and architectural details):

The existing neighborhood consists of a mixture of residential housing types and several large commercial buildings. Adjacent to the subject property to the north is the Applicant's condominium

development that is currently under construction. The proposed homes will be wood-framed with exterior cladding requiring minimal maintenance and designed to maximize the aesthetic characteristics of the proposed development. The Applicant plans to use architectural detailing, and changes in surface materials, colors, textures and roof lines to create façade divisions in an effort to modulate building mass and scale.

Relationship to Adjacent Streets

The Site is located on Pine Street, also known as Route 115, within a half-mile of Route 1A. Uses along Route 1A are mostly commercial with Gillette Stadium and Patriot Place being the most prominent uses. Interstate 495 is approximately three miles to the south and I-95 is approximately four miles to the north. The proposed Site access and egress to Pine Street does not present any discernable public safety impacts. There appear to be adequate lines of sight for vehicles entering and exiting the proposed Site.

Density

The Applicant proposes to build eight (8) homes on 1.76 acres, all of which are buildable. The resulting density is 4.54 units per buildable acre, which is acceptable given the proposed housing type and the uses found in the surrounding context.

Conceptual Site Plan

The Applicant proposes eight (8) single-family homes on lots that will average 6,725 square feet with some minor variations. The proposed site layout considers the pattern of the existing street frontage by relating the height of the buildings to the width of the public way. The buildings are proposed to be clustered together to achieve a greater sense of community and it is the intention of the Applicant to avoid, if at all possible, the buildings from facing one another. The site plan is typical of other small single-family subdivisions found throughout the Norfolk area. All residences will have private driveways for off-street parking, suitable for up to two additional cars and the use of an attached two-car garage.

Topography

The Site starts level at street grade and then slopes gradually upward towards the top portion of the Site where brush and trees are most prevalent. The topographic features of the Site have been considered in relationship to the proposed development plans and do not constitute an impediment to the development of the Site.

Environmental Resources

The subject property is not located within any significant defined resource area and does not include any unique environmental features that further enhance or restrict the proposed use.

(d) that the proposed Project appears financially feasible within the housing market in which it will be situated (based on comparable rentals or sales figures);

The Project appears financially feasible based on a comparison of sales submitted by the Applicant.

(e) that MassHousing finds that an initial pro forma has been reviewed, including a land valuation determination consistent with the Department's Guidelines, and the Project appears financially feasible and consistent with the Department's Guidelines for Cost Examination and Limitations on Profits and Distributions (if applicable) on the basis of estimated development costs;

The initial pro forma has been reviewed for the proposed residential use, and the Project appears financially feasible with a projected profit margin of 10.68%. In addition, a third-party appraisal commissioned by MassHousing has determined that the "As Is" land value for the Site of the proposed Project is \$500,000.

(f) that the Applicant is a public agency, a non-profit organization, or a Limited Dividend Organization, and it meets the general eligibility standards of the housing program; and

The Applicant must be organized as a Limited Dividend Organization prior to applying for Final Approval. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program and has executed an Acknowledgment of Obligations to restrict their profits in accordance with the applicable limited dividend provisions.

(g) that the Applicant controls the site, based on evidence that the Applicant or a related entity owns the site, or holds an option or contract to acquire such interest in the site, or has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site.

The Applicant controls the entire 1.76-acre Site under a Purchase and Sale agreement.

**Town of Norfolk Zoning Board of Appeals
Comprehensive Permit Application**

Applicant: 35 Pine Street, LLC
Mr. Alan Quaglieri, Manager

Property Address: 35 Pine Street, Norfolk, MA
Assessors Map 25, Block 84, Lot 2

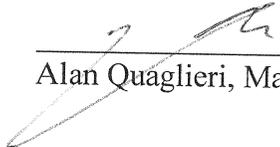
Project Name: Residences at Pine Street

Date: November 19, 2019

OWNER AUTHORIZATION

Rocco Realty II, LLC the current owner of 35 Pine Street, Norfolk, MA ("Property") authorizes 35 Pine Street, LLC and its agents to pursue a Comprehensive Permit from the Norfolk Zoning Board of Appeals for development of the Property.

Rocco Realty II, LLC

By: 

Alan Quaglieri, Manager

STANDARD PURCHASE AND SALE AGREEMENT

The parties make this Agreement this 22nd day of February, 2019. This Agreement supersedes and replaces all obligations made in any prior Contract to Purchase or agreement for sale entered into by the parties,

1. Parties. ROCCO REALTY II, LLC, a Massachusetts limited liability company, of **PO BOX 657, WALPOLE, MA 02081** (the "SELLER") agrees to sell and **35 PINE STREET, LLC** a Massachusetts limited liability company, of **PO BOX 657, WALPOLE, MA 02081** (the "BUYER"), agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description of Premises. The premises (the "Premises") consisting of the land with any improvements thereon located at 194 Main Street, Norfolk, MA

3. Purchase Price. The purchase price for the Premises is \$200,000.00, of which

\$ 0.00	were paid as a deposit with Contract to Purchase Real Estate; and
\$ 0.00	are paid with this Agreement;
\$ 0.00	are to be paid at the time for performance by Attorney IOLTA check,
	bank's, cashier's, treasurer's or certified check or by wire transfer.
<hr style="width: 100%; border: 0.5px solid black;"/>	
\$ 200,000.00	Total

4. Escrow. ~~All funds deposited or paid by the BUYER shall be held in a non interest bearing escrow account, by _____ as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.~~

5. Time for Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price as set forth in Paragraph 23 hereunder at Plymouth County Registry of Deeds, or at such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). ~~SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.~~

6. Title/Plans. The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

Seller Initials _____

Buyer Initials _____

Seller Initials _____

Buyer Initials _____

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligations in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- (f) Utility easements in the adjoining ways;
- (g) Matters that would be disclosed by an accurate survey of the Premises; and
- (h)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. Title Insurance. BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. Closing Certifications and Documents. The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. Possession and Condition of Premises. ~~At the time for performance On August 30, 2014 the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale. At the time for performance the BUYER gives SELLER possession, the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises now are, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within forty eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the~~

Seller Initials _____

Buyer Initials _____

Seller Initials _____

Buyer Initials _____

~~Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.~~

10. Extension of Time For Performance. If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or, the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. Nonconformance of Premises. If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

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

12. Acceptance of Deed. The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall

Seller Initials _____

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be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties, if any, made by the SELLER shall survive delivery of the deed.

13. Adjustments. At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

~~14. Acknowledgment of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of \$9,600.00 for professional services shall be paid by the SELLER to Weichert Realtors Briarwood RE, the "BROKER", at the time for performance, if and when title passes to BUYER. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Success RE, a real estate broker, is seeking a fee of \$9,600 from SELLER at the time for performance, if and when title passes to BUYER, for services rendered as BUYER'S agent. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.~~

15. Buyer's Default. If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

~~16. Buyer's Financing. The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for mortgage financing in the amount of \$384,000.00 at prevailing rates, terms and conditions by July 17, 2014. The BUYER shall have an obligation to act reasonably and diligently to satisfy any conditions within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by June 20, 2014 and acted reasonably promptly in providing any additional information requested by the mortgage lender.~~

17. Inspections/Survey. The BUYER has had an opportunity to conduct all inspections and is satisfied with the results of the inspections and accepts the condition of the property "As Is" as the SELLER has had the opportunity subject to any work expressly agreed in writing to be performed at the expense of SELLER.

Seller Initials _____

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Buyer Initials _____

Seller Initials _____

Buyer Initials _____

~~Notwithstanding the foregoing, the BUYER has ten (10) days from the date of this Agreement to complete an inspection of the Premises by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice, this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) BUYER'S right to do so shall terminate and the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

~~18. Lead Paint Laws. For premises built before 1978, BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subjected to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is attached to this agreement as Exhibit B.~~

~~19. Certificate of Approved Installation. The SELLER shall equip the residential structure on the Premises with approved smoke detectors and carbon monoxide detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law, as well as any wood stove permit, if any, required by law, regulation or ordinance.~~

20. Warranties and Representations. The SELLER represents and warrants that the existing house on Lot 2 is served by a septic system or cesspool. The SELLER further represents that they have no knowledge of an underground storage tank or an unapproved and abandoned septic tank. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney at written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

NONE

21. Notices. All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their

Seller Initials _____

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Buyer Initials _____

Seller Initials _____

Buyer Initials _____

authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER:

SELLER:

Michael P. O'Shaughnessy, Esq.
43 East Grove Street
Middleboro, MA 02346

22. Counterparts/Electronic Delivery/Construction of Agreement. This Agreement may be executed in counterparts. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this agreement and which is the subject of a Title Standard or Practice of the Real Estate Bar Association for Massachusetts, formerly known as the Massachusetts Conveyancers Association, at the time of performance shall be governed by the Standard of Practice of the Massachusetts Real Estate Bar for Massachusetts.

23. Additional Provisions.

Subject to receiving a comprehensive permit and any other local, federal or state permit required for the construction of 8 single family residences on the premises.

The closing shall take places 60 days after all permits required for the construction of 8 single family residences project on the premises have been issued by the applicable approving authority.

If an appeal is taken of any permits required for the construction of 8 single family residences on the premises the closing shall take place 60 days after any and all appeals have become final.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

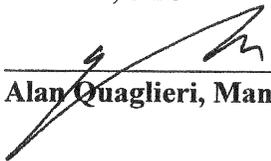
Seller Initials _____

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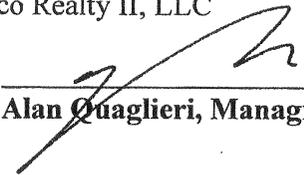
BUYER: 35 Pine Street, LLC

By: 

Alan Quagliari, Managing Member

Date: 2/22/2019

SELLER: Rocco Realty II, LLC

By: 

Alan Quagliari, Managing Member

Date: 2/22/2019

Seller Initials _____

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Buyer Initials _____

Seller Initials _____

Buyer Initials _____

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

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

QUITCLAIM DEED

We, Vito S. Wasilunas of 574 Fisher Street, Walpole, MA 02081,
Patrick Wasilunas of 27B Elm Street, Foxboro, MA 02035,
Gloria M. Kennos of 30 Woodpecker Avenue, Newport, ME 04953,
John Wasilunas of 133 Holly Street, Denver, CO 80220
Ryan Wasilunas of 26 Windsor Square, Laconia, NH 03246

for consideration paid, and in full consideration of: TWO HUNDRED THOUSAND
AND NONE DOLLARS (\$200,000.00)

MASSACHUSETTS STATE EXCISE TAX
Norfolk Registry of Deeds
Date: 03-04-2014 @ 03:59pm
Ct# 1423 Doc# 15978
Fee: \$912.00 Cons: \$200,000.00

grant to Rocco Realty II, LLC,

having a business address of P.O. Box 657, Walpole, Massachusetts 02081

with quitclaim covenants

SEE EXHIBIT A - LEGAL DESCRIPTION ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

For reference to our title, see deed recorded with the Norfolk County Registry of Deeds
in Book 3440, Page 237.

NOTE: Vito J. Wasilunas died September 7, 2002 and Birute M. Wasilunas died July 21,
2010.

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Please also see Estate of Birute M. Wasilunas, Norfolk County Probate and Family Court, Docket Number 10P2340EA, Court Order and Judgment dated November 22, 2011 allowing First and Final Account.

Property address: 0 Valley Street, Norfolk, Massachusetts 02056

Witness... our hands and seals this 10 day of January, 2014

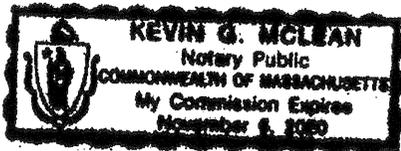
Vito S. Wasilunas
Vito S. Wasilunas

Patrick Wasilunas
Patrick Wasilunas

COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 10 day of January, 2014, before me, the undersigned notary public, personally appeared Vito S. Wasilunas proved to me through satisfactory evidence of identification which was personally known by me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

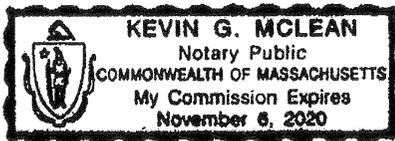


Kevin G. McLean
Notary Public: Kevin G. McLean
My commission expires: 11/6/2020

COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 10 day of January, 2014, before me, the undersigned notary public, personally appeared Patrick Wasilunas proved to me through satisfactory evidence of identification which was MA JAMES CREANE, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Kevin G. McLean
Notary Public: Kevin G. McLean
My commission expires: 11/6/2020

Witness... my hand and seal this 10 day of January, 2014.

Ryan Wasilunas
Ryan Wasilunas

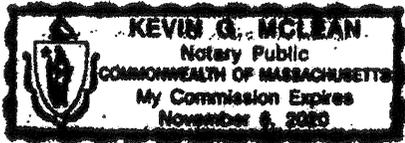
COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 10 day of January, 2014, before me, the undersigned notary public, personally appeared Ryan Wasilunas proved to me through satisfactory evidence of identification which was MA Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Kevin G. McLean

Notary Public: Kevin G. McLean
My commission expires: 11/6/2020



Witness... my hand and seal this 21st day of January, 2014.

Gloria M Kennos
Gloria M. Kennos

STATE OF MAINE

Penobscot County

On this 21st day of January, 2014^{JK}, before me, the undersigned notary public, personally appeared Gloria M. Kennos proved to me through satisfactory evidence of identification which was Gloria M Kennos, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Martha J Knight
Notary Public:
My commission expires:

MARTHA J. KNIGHT
Notary Public, State of Maine
My Commission Expires October 12, 2018

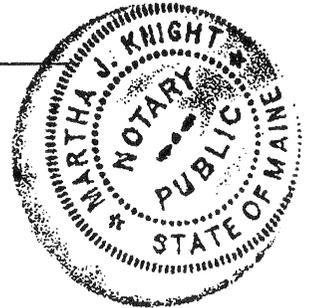


EXHIBIT A

The land in the Town of Norfolk, Norfolk County, Massachusetts, being shown on plan entitled "Plan of Land in Norfolk, Mass., December 10, 1955, J.E. Bamber, C.E., Norwood, Mass." to be recorded herewith. Said lot being marked on said plan as Area = 1 $\frac{3}{4}$ acres and more particularly being bounded and described as follows:

Westerly by Valley Street, as shown on said plan, by three bounds having a total distance of 300.00 feet;

Southeasterly by other land of the grantors, as shown on said plan, 337.80 feet;

Northeasterly by other land of the grantors, as shown on said plan 234.97 feet;

Northwesterly by other land of the grantors, as shown on said plan, 187.68 feet; and

Northerly by other land of the grantors, by a stone wall as shown on said plan, 66.49 feet.

For title see deed recorded Norfolk Registry of Deeds Book, 3041, Page 251.

We hereby also convey any land not included in aforesaid plan but which is bounded by the street line, as shown on the said plan, and by the parcel on said plan marked "Henry R. Plumer et ux L.C. Cert. # 44, 467, L.C. Plan 6545A, dated Mar. 12, 1917" and by Valley Street. Meaning and intending to convey any and all land lying between the street line as shown on plan of lot marked Area= 1 $\frac{3}{4}$ acres aforesaid and the street line of Valley Street as it actually exists.

Department of Housing and Community Development
 Chapter 40B Subsidized Housing Inventory (SHI)
 as of September 14, 2017

Community	2010 Census Year Round Housing Units	Total Development Units	SHI Units	%
Abington	6,364	518	485	7.6%
Acton	8,475	1,144	568	6.7%
Acushnet	4,097	127	97	2.4%
Adams	4,337	321	321	7.4%
Agawam	12,090	556	505	4.2%
Alford	231	0	0	0.0%
Amesbury	7,041	898	738	10.5%
Amherst	9,621	1,130	1,083	11.3%
Andover	12,324	2,000	1,637	13.3%
Aquinnah	158	41	41	25.9%
Arlington	19,881	1,429	1,121	5.6%
Ashburnham	2,272	144	29	1.3%
Ashby	1,150	0	0	0.0%
Ashfield	793	2	2	0.3%
Ashland	6,581	514	410	6.2%
Athol	5,148	310	310	6.0%
Attleboro	17,978	1,155	1,155	6.4%
Auburn	6,808	251	251	3.7%
Avon	1,763	70	70	4.0%
Ayer	3,440	454	299	8.7%
Barnstable	20,550	1,763	1,462	7.1%
Barre	2,164	83	83	3.8%
Becket	838	0	0	0.0%
Bedford	5,322	1,174	972	18.3%
Belchertown	5,771	418	392	6.8%
Bellingham	6,341	733	551	8.7%
Belmont	10,117	675	365	3.6%
Berkley	2,169	103	24	1.1%
Berlin	1,183	254	109	9.2%
Bernardston	930	24	24	2.6%
Beverly	16,522	2,153	1,919	11.6%
Billerica	14,442	1,766	1,118	7.7%
Blackstone	3,606	165	123	3.4%
Blandford	516	1	1	0.2%
Bolton	1,729	192	62	3.6%
Boston	269,482	54,409	51,283	19.0%
Bourne	8,584	1,198	660	7.7%
Boxborough	2,062	325	268	13.0%
Boxford	2,730	72	31	1.1%

Methuen	18,268	1,931	1,641	9.0%
Middleborough	8,921	979	589	6.6%
Middlefield	230	2	2	0.9%
Middleton	3,011	173	151	5.0%
Milford	11,379	976	708	6.2%
Millbury	5,592	244	221	4.0%
Millis	3,148	181	118	3.7%
Millville	1,157	26	26	2.2%
Milton	9,641	737	481	5.0%
Monroe	64	0	0	0.0%
Monson	3,406	138	138	4.1%
Montague	3,926	408	376	9.6%
Monterey	465	0	0	0.0%
Montgomery	337	0	0	0.0%
Mount Washington	80	0	0	0.0%
Nahant	1,612	48	48	3.0%
Nantucket	4,896	179	121	2.5%
Natick	14,052	1,798	1,458	10.4%
Needham	11,047	1,503	1,397	12.6%
New Ashford	104	0	0	0.0%
New Bedford	42,816	5,144	5,110	11.9%
New Braintree	386	0	0	0.0%
New Marlborough	692	0	0	0.0%
New Salem	433	0	0	0.0%
Newbury	2,699	94	94	3.5%
Newburyport	8,015	713	599	7.5%
Newton	32,346	2,543	2,425	7.5%
Norfolk	3,112	218	128	4.1%
North Adams	6,681	866	866	13.0%
North Andover	10,902	1,389	931	8.5%
North Attleborough	11,553	306	294	2.5%
North Brookfield	2,014	142	142	7.1%
North Reading	5,597	652	540	9.6%
Northampton	12,604	1,586	1,356	10.8%
Northborough	5,297	719	610	11.5%
Northbridge	6,144	468	453	7.4%
Northfield	1,290	27	27	2.1%
Norton	6,707	897	533	7.9%
Norwell	3,652	452	297	8.1%
Norwood	12,441	1,047	1,035	8.3%
Oak Bluffs	2,138	158	146	6.8%
Oakham	702	0	0	0.0%
Orange	3,461	405	405	11.7%
Orleans	3,290	334	304	9.2%
Otis	763	0	0	0.0%
Oxford	5,520	404	404	7.3%
Palmer	5,495	310	269	4.9%



**Town of Norfolk Zoning Board of Appeals
Comprehensive Permit Application
Waivers**

Applicant: 35 Pine Street, LLC
Mr. Alan Quaglieri, Manager

Property Address: 35 Pine Street, Norfolk, MA
Assessors Map 25, Block 84, Lot 2

Project Name: Residences at Pine Street

Date: November 18, 2019

Table of Contents

- I. General Waivers
- II. Zoning Board of Appeals Comprehensive Permit Rules
- III. Zoning Bylaws
- IV. Groundwater Supply Protection Regulations
- V. Subdivision Rules and Regulations of the Planning Board
- VI. General Bylaws
- VII. Board of Health Regulations for Project Plan and Subdivision Approval
- VIII. Board of Health On-Site Sewage Disposal Regulations

Note: Bylaw is in *italics*, waiver request follows.

I. GENERAL WAIVERS

The Applicant seeks waivers from the Norfolk local Bylaws, rules and regulations, as indicated herein and requests that all waivers be granted by the Board of Appeals to construct the project as shown on the plans.

The Applicant also requests that waivers be granted from any requirements to apply to the Town or other municipal Boards or departments, including but not limited to the Norfolk Board of Health, Board of Selectmen, Historic Commission, Planning Board, Conservation Commission, Department of Public Works and Water and Sewer Department and/or Commissioners, if normally required; and the Applicant requests that the Comprehensive Permit be issued in lieu of all of the aforementioned permits, inclusively, including but not limited to the permits and approvals to connect to the municipal water (please note that the Applicant will comply with all technical requirements related to the municipal water system).

If in the course of the hearings it is determined that there are other local by-laws, rules and regulations that would otherwise be applicable to this development that have not been requested in this application, the Applicant reserves the right to so amend the Requested Waivers.

The Applicant also requests waivers from otherwise applicable building permit and water and sewer department fees, as to the affordable units.

II - SECTION 7: COMPREHENSIVE PERMIT RULES OF THE ZONING BOARD OF APPEALS FOR APPLICATION OF COMPREHENSIVE PERMITS, M.G.L. CHAPTER 40B [from: Norfolk Zoning Board of Appeals, "Organization, Rules & Procedures," Article [sic] II]

Section 7(b) Procedure

Twenty (20) copies of the complete application, including all supporting documentation and the filing fee, shall be submitted to the Norfolk Zoning Board of Appeals (the "Board")

Allow less than 20 copies to be submitted to the Board.

Section 7(c) Submittal Requirements

(2) Preliminary site development plans showing the locations and outlines of proposed buildings; the proposed locations, general dimensions and materials for streets, drives, parking areas, walks and paved areas; proposed landscaping improvements and open areas within the site as well as any wetland resources pursuant to M.G.L. chapter 131, 40A, as amended, the Inland Restricted Wetland Act, and those resources protected pursuant to the Town of Norfolk Wetland Protection Bylaw and Regulations. All structures of five or more units must have either a preliminary or definitive site development plan signed and stamped by a registered architect. Structures of less than five units may submit a sketch of the matters referenced herein and in Subparagraph (3) below, which need not have an architect's signature and stamp, subject, however, to the Board's right to require architectural plans, at any time prior to or during the hearing, if deemed necessary by the Board;

Waive preliminary or definitive site development plan signed and stamped by a registered architect and allow registered professional engineer to sign and stamp plans.

(13) A development budget showing all of the expected costs and anticipated profits associated with the development using the appropriate MFHA methodology.

760 CMR 56.05 (6) Review of Financial Statements states that “A Board may request to review the pro forma or other financial statements for a Project only after the following preconditions have been met: 1. other consultant review has been completed; 2. the Applicant has had an opportunity to modify its original proposal to address issues raised; 3. the Board has had an opportunity to propose conditions to mitigate the Project’s impacts and to consider requested Waivers; and 4. the Applicant has indicated that it does not agree to the proposed condition(s) or Waiver denial(s) because they would render the Project uneconomic. A Board may not conduct review of a pro forma in order to see whether a Project would still be economic if the number of dwelling units were reduced, unless such reduction is justified by a valid health, safety, environmental, design, open space, planning, or other local concern that directly results from the size of a project on a particular site, consistent with 760 CMR 56.07(3)” The preconditions stated herein have not been met.

Section 7(d) Filing Fee

A filing fee, based on a flat fee and number of housing units proposed, shall accompany the application. The filing fee shall be amended from time to time at the discretion of the Board to reflect the cost of administration of the filing. The filing fees do not include any outside review fees. \$1080 base fee, plus \$220 for every proposed unit.

760 CMR 56.05 (2) states that “The Board may require the payment of a reasonable filing fee with the application, if consistent with subdivision, cluster zoning, and other fees reasonably assessed by the municipality for costs designed to defray the direct costs of processing applications, and taking into consideration the statutory goal of M.G.L. c. 40B, §§ 20 through 23 to encourage affordable housing development.” In this case 8 units @\$220 = \$1,760.00 plus \$1,080.00 = \$2,840.00. The Applicant respectfully requests that the Board amend the filing to reflect the cost of administration of the filing.

Section 7(f) Outside Consultants

(2) In hiring outside consultants, the Board may engage engineers, planners, traffic consultants, housing specialists, financial analysts, attorneys than for and/or other appropriate outside consultants who can assist the Board in reviewing and analyzing the Proposal. The use of an attorney shall not include attorney fees related to the Board’s defense of any decision by the Board not shall it include costs associated with Town Counsel. The minimum qualifications shall consists of either an educational degree in, or related to, the field at issue or three or more years of practice in the field of issue or related field.

Fees for services for legal counsel are not applicable as it is in conflict with 760 CMR 56.05(5) which states that “Legal fees for general representation of the Board or other Local Boards shall not be imposed on the Applicant”.

III. NORFOLK ZONING BYLAWS
With Amendments Through November 2018
Note: Bylaw in *italics*

D.1. Basic Requirements

All applicants for new Residential Dwellings (excluding additions, accessory buildings and septic systems) hereinafter constructed shall be prohibited from cutting down any trees from the back corner of the house to the back corner of the lot within twenty-five feet of the side or rear lot line. Relief may be granted by the Building Commissioner to allow clearing within the aforesaid area to the extent necessary to facilitate construction of the dwelling, after submission, with the building permit application, of a tree clearing plan, consisting of a plot plan demonstrating clearly where proposed tree clearing will be performed. This prohibition shall remain in effect until the occupancy permit has been issued.

Waiver Requested. Waive Section D.1

D.1.a.2 Clearing, excavation, filling, gravel removal, or other clear cutting of trees prior to receiving a building permit may be performed on individual lots for SINGLE-FAMILY DWELLINGS within an approved subdivision, on a plan endorsed by the Planning Board as not subject to approval under the Subdivision Control Law, or otherwise legally in existence, but only in accordance with the provisions of the first paragraph of Section D.1. until a building permit has been granted, clearing of the side setbacks is limited to 50 feet from the street right of way. The cleared area must be stabilized by loaming and seeding or other method approved by the Building Commissioner within 90 days of the completion of the clearing, excavation, filling, gravel removal, or other clear cutting of trees unless construction activity is underway or has been authorized to commence during that time.

Waiver requested: Waive Section D.1.a.2

D.1.e.4. Landscaping Requirements: For each foot of FRONTAGE the LOT shall contain 40 square feet of landscaping. This requirement shall not be conditioned to require landscaping of more than 20% of the LOT.

Waiver requested: Waive Section D.1.e.4

F.11 Site Plan Approval

Waiver Requested: Waive Section F11 in its entirety. Pursuant to G.L. c. 40B, §21 the Norfolk Zoning Board of Appeals has the power to issue permits or approvals as any local board or official who would otherwise act with respect to such application, therefore, Applicant requests that, if required, any site plan approvals be done as part of the Comprehensive Permit process.

F.11.a Requirements for Site Plan.

In all districts no BUILDING or structure shall be constructed or externally enlarged and no use shall be expanded in ground area or established in an existing BUILDING except in conformity with a site plan bearing an endorsement of approval by the Planning Board unless Site Plan Approval is

specifically exempted herein. This provision shall not apply to SINGLE FAMILY homes, including additions or enlargements, which are permitted in the district in which the property is located as a matter of right including single family homes located within an Open Space Preservation residential subdivision. In addition, this provision shall not apply to uses exempt under M.G.L. Chapter 40A, Section 3 or to continuously occupied single family residentially occupied dwellings in the B1 and C1 Districts. The Building Commissioner/Zoning Enforcement Officer shall make a determination as to which of the following applies: 1). Full Site Plan Approval under Section F.11.a.; 2). Site Plan Approval is not required as the application either meets the conditions for Non Applicability or the application is exempt; 3). Limited review applies and Site Plan Approval shall have a limited scope of review.

Waiver Requested: Waive Section D.1.e.4

F.11.b. Procedure for Approval

Any person desiring approval of a site plan under this Section shall submit fifteen (15) copies of said plan with application for approval and appropriate fee thereof directly to the Flaming Board. The Board shall, within fifteen (15) days after the receipt thereof, transmit one (1) copy of such plan to the following: Building Inspector, Board of Health, Conservation Commission, Water Commissioners, Police Chief, Fire Chief, Highway Superintendent.

Waiver Requested: Pursuant to G.L. c. 40B, §21 the Norfolk Zoning Board of Appeals has the power to issue permits or approvals as any local board or official who would otherwise act with respect to such application, therefore, Applicant requests that, if required, any site plan approvals be done as part of the Comprehensive Permit process.

F.12 Design Review.

Waiver Requested: Waive Section F. 12

J.4.a.7. Street Trees. Other than as needed for drives and entrances, a 20 footwide grass strip adjacent and parallel to the FRONTAGE of any LOT On Highway shall be landscaped with high canopy trees in accordance with the Town's subdivision regulations and low-lying plants which will not obstruct sight distances from entry drives. All LOTS Off Highway shall be landscaped with STREET trees as required by the Town's subdivision regulations.

Waiver Requested: Waive application of Section J.4.a.7 in its entirety.

J.4.b.1.A. LOTS that abut a property with a residentially occupied BUILDING shall provide on the commercially used LOT a green belt buffer of evergreen trees or shrubs along the property line in a single row. The plants shall be no less than 6 feet in height at the time of planting, be located six feet on center and continuously maintained.

A green belt shall be provided on any LOT that abuts a Residential District. Such green belt shall:

J.4. b. 1. A.1. Be located on the non-residential LOT along the shared property line.

J.4. b. 1. A.2. Have a minimum depth from the shared property line of 30 feet.

J.4. b. 1. A.3. Be used for no purpose other than planting and/ or sidewalks.

J. 4. b. 1. A.4. Constitute a screen of evergreen trees and/ or shrubs not more than 15 feet apart planted in two or more staggered rows. The distance between each row shall not be more than 10 feet. Plants shall be no less than 6 feet in height at the time of planting and shall be continuously maintained.

Waiver Requested: Waive application of Section J.4.b.1.A in its entirety.

J.4. b. 1. C. Any use, except those listed in Section D. 1. c. of this zoning bylaw, FARMER' S MARKETS, and Open Space, Village Greens and Squares, shall have a BUILDING with a minimum FOOTPRINT of 2,000 square feet.

Waiver Requested: Allow buildings to be less than 2,000 square feet.

J.4. b. 1.E. Landscaping Requirements: For each foot of FRONTAGE the LOT shall contain 40 square feet of landscaping unless otherwise provided by Special Permit by the Planning Board through a site plan approval process. This requirement shall not be conditioned to require landscaping of more than 20% of the LOT.

Waiver Requested: Waive application of Section J.4. b. 1.E in its entirety.

J.4. b.3. dimensional requirements

	Required	Requested
<i>Front Yard Setback</i>	40	10
<i>Min Lot size</i>	30,000	<30,000
<i>Min Side Yard Setback</i>	25	5
<i>Min Lot frontage</i>	100	58
<i>Min Rear Yard Setback</i>	25	10

IV. Groundwater Supply Protection Regulations

SECTION III. REQUIREMENTS

The applicant for construction of any septic system in the town, except for the repairs of existing systems which have failed and are not being enlarged to provide for additional building construction or use, shall submit a GROUNDWATER IMPACT REPORT (GIR) to the Board of Health. In the case of a subdivision, the GIR shall be submitted at the time of the preliminary plan. In the case of lots not requiring approval as subdivision, the GIR shall be submitted at the time the application for a Disposal Works Construction Permit.

Waiver Requested: Waive requirement of GIR.

V. Subdivision Rules and Regulations, Voted April 13, 2006, Amended September 16, 2010

2.3 Regulation of New Subdivisions

No person shall make a subdivision, within the meaning of the Subdivision Control Law, of any land within the Town, or proceed with the improvement or sale of lots in a subdivision, or the construction of ways, or the installation of Municipal Services therein, unless and until a Definitive Plan of such

*subdivision has been submitted to and approved by the Planning Board as hereinafter provided.
(Section 81-0 of Chapter 41, M.G.L.)*

Requested Waiver - Waive requirement of submitting to and obtaining approval of a Definitive Subdivision Plan from the Planning Board. Pursuant to G.L. c. 40B, §21 the Norfolk Zoning Board of Appeals has the power to issue permits or approvals as any local board or official who would otherwise act with respect to such application

3.3.2.21. Impact Studies and Assessments. The Applicant shall inform the Planning Board of any and all impacts that the proposed development may have on the abutters, neighborhood, community and Town. These impacts include the aspects of traffic, water supply, solid waste disposal, sewerage, storm water drainage, fire/police protection and infra- structure in general, as well as environmental contamination issues of noise, water, air, etc. The Applicant shall also indicate the measures which will be implemented to mitigate the results of these impacts.

The Board may additionally require at its discretion that the Applicant prepare and submit impact studies and assessments for specific aspects that the Board believes to be of paramount concern to the health, safety and welfare of the Town. The need for a study/assessment will be based upon the Board's determination that a potential significant impact(s) exists and mitigation measures are required.

The Board may require an impact statement as to the effect of a proposed subdivision on schools, police, fire protection, traffic, and municipal services.

The impact study shall include impact of drainage on abutting public water supply as well as impact on the public water supply in general.

The Applicant shall use appropriate professionals to perform the necessary studies/assessments and the appropriate number of copies of the results shall be presented in a written report to the Board, as required

Requested Waiver - Waive 3.3.2.21 in its entirety.

3.3.2.6. Sufficient data to determine the location, direction and length of every street and way line, lot line and boundary line, and to establish these lines on the ground. This shall include the lengths and bearings of plan and boundary lines of all subdivision lot lines including lot frontage on the streets, of the radii, tangents, and central angles of all curves in lot lines and street line. All angle points, or intersections of tangents along the street lines shall be shown, areas of lots with lot numbers and the area and frontage on public ways as set forth in Section 81-L of Chapter 41 M.G.L. of adjoining lands of the applicant not included in the Subdivision shall be shown.

The surveyor shall submit mathematical computations (lot closures and build factor calculations} for all lots under consideration.

Subdivision streets shall be listed separately on the plan as parcels (ie Parcel A, Parcel B, Parcel C, etc.) with the square footage of these "parcels" included. Parcels are not subject to the application fees as lots.

If the subdivision street is to be only partially constructed, the constructed portion and unconstructed portion are to be identified as separate parcels. Each parcel (street) is to include the length of roadway in feet and miles.

Requested Waiver - Waive 3.3.2.6 in its entirety.

3.3.2.7. Location of all permanent monuments properly identified as to whether existing or proposed. The proposed subdivision shall be tied into the nearest existing town, county, or state bound.

Requested Waiver - Waive 3.3.2.7 in its entirety.

3.3.2.15 Plan and Profile

Existing profiles of the street exterior and center lines drawn fine black line; dot long dash for left, short dash for right side, and solid for center-line. Proposed profile on the finished center-line drawn in heavy black solid line of proposed streets at a horizontal scale of one inch (1") equals forty feet (40') and vertical scale of one inch (1") equals four feet (4'), or such other scales acceptable to the Board.

Requested Waiver - Waive 3.3.2.15 in its entirety

3.3.2.23 Traffic Congestion Control and Analysis

Maintenance of a high level of service on Town roadways is important to the preservation of safety, convenience and character of the Town of Norfolk. New development shall only be permitted when the projected traffic to be generated by the development can be accommodated either by existing roadway capacity or through proposed improvements that will ensure safety and the preservation of Norfolk's Town character.

Requested Waiver - Waive 3.3.2.23 (including any subsections thereunder) in its entirety

3.3.2.24 Curb Tie and Alignment Plan A curb tie and alignment plan shall be submitted showing the following information:

- o Station and offset to all curbs at their point of curvature (P.C.), point of tangency (P.T.), and point of compound curvature (P.C.C.)*
- o Existing and proposed bounds with a tie in to the nearest Town, County, or state bound.*
- o Chart indicating all proposed bounds with north and east coordinates and station and offset.*
- o Bearings, distances, and curve data for all existing and proposed base lines, curb lines, and right-of-way lines.*
- o Widths of existing and proposed traveled ways, grass strips, and sidewalks.*
- o Stations of all intersecting existing and proposed base lines.*
- o Chart indicating the location by station of curb cut ramps along with the roadway identification.*

Requested Waiver - Waive 3.3.2.24 in its entirety.

3.3.2.25 Waivers, Construction Sequencing and Timing

The plans shall indicate all waivers requested by the applicant and approved by the Planning Board. The plans shall also show the proposed construction sequencing and timing for the subdivision

Requested Waiver - Waive 3.3.2.25 in its entirety.

3.3.3. Staking

To facilitate review of the Definitive Plan by the appropriate authorities, at the time of filing of the Definitive Plan, the applicant shall stake the center line of all proposed streets at a minimum of every one hundred feet (100') with the center line stations including intersections with existing roadways.

Requested Waiver - Waive 3.3.3 in its entirety.

3.3.4. Soil Survey and Percolation Tests

The Board or its agent may require soil surveys and/or test pits or borings, which are to be prepared at the expense of the applicant, in order to establish the suitability of the land for the proposed storm drainage system and proposed street construction.

Requested Waiver - Waive 3.3.4 in its entirety.

3.3.4.1. Test pits, borings or soundings shall be taken along the center line of each street shown on the plan at intervals of at least every two hundred feet (200') and at locations such as cut sections and areas of questionable foundation material where the subsurface conditions may be, in the opinion of the Board or its Agent, factors affecting the quality and service life of the street. Test pits shall be made under the supervision of an Agent of the Planning Board, and shall not be backfilled until the applicant has been notified by the Board or its Agent that all necessary inspection and sampling has been completed. Where borings are used, samples shall be taken at five foot (5') intervals and at each change in strata. Soundings shall be taken in areas of unsuitable material for the purpose of determining the hard bottom contours. Test pits and boring, where required, shall extend to a minimum depth of five feet (5') below the street profile grade or to bedrock, whichever is less. The applicant shall indicate on the plan a proposed layout of the subsurface exploration program complete with location, spacing, and type of exploration proposed.

Requested Waiver: Waive 3.3.4.1 in its entirety.

3.3.4.2. Soil surveys, when required by the Board or its Agent, shall include a test excavation not less than seven feet (7') below finished grade at a frequency of one (1) per every four (4) lots, location of which must be shown on the contour plan, and a report thereon, a percolation test at a frequency of one (1) per every four (4) lots, location of which must be shown on the contour plan, and a report thereon. Percolation test shall be in accordance with Title 5 of the Commonwealth of Massachusetts State Environmental Code as supplemented

Requested Waiver – Waive 3.3.4.2 in its entirety.

3.3.4.3. All information concerning the test pits, borings or soundings (location, depth, soil strata, depth of water table) shall be submitted to the Board in a written report to be made, evaluated and stamped by a Registered Professional Engineer.

Requested Waiver – Waive 3.3.4.2 in its entirety.

4.3 Minimum Lot

No lot area or width, in a subdivision, shall be less than the minimum required by the Zoning Bylaw for the District in which it is located.

Requested Waiver – Lot area or width shall be as shown on plans.

4.9.4. Trees. Trees shall be located within the grass strip of the street right-of-way. However, in cases where the Planning Board determines that it is preferable to locate them outside the right-of-way, tree easements shall follow and be outside of the right-of-way lines and shall be 10 feet in width. Trees shall be planted at 40 foot or lesser intervals on both sides of all streets. The applicant shall show the location and species of trees on the subdivision plan at the time of submittal.

Requested Waiver – Allow trees to be planted at intervals greater than 40 feet and as shown on the approved plans.

4.10. Pedestrian Ways/Walkways

Pedestrian ways or foot paths shall be required to provide convenient circulation or access to schools, playgrounds, shopping, churches, transportation, parks, conservation areas and/or other facilities. If not within a street right-of-way, such ways shall consist of an easement of at least 20 feet wide, except that walkways shall consist of an easement of at least 5 feet wide.

Walkways shall be required on the applicant's property along the entire frontage (from sideline to sideline) of all existing public ways which immediately abut the proposed subdivision as well as all proposed public ways for the purpose of assuring safe and adequate pedestrian access to, from and within the subdivision.

To facilitate review of the proposed plan by the appropriate authorities, the applicant shall stake the sideline of the proposed walkways along existing roadways at fifty foot intervals.

Requested Waiver – Waive section 4.10 in its entirety

4.11. Open Space, Parks, and Playgrounds

The Planning Board may require that a subdivision plan show a park or parks suitably located to serve the future residents of the subdivision for playground or recreation purposes or for providing light and air and not unreasonable in area in relation to the area of the land being subdivided and the prospective uses of such land.

4.11.1 If such a park or parks is required, the subdivision plan shall include an appropriate endorsement requiring that no building may be erected on such site for three years without the approval of the Planning Board.

4.11.1 Any open space park or playground shall provide at least fifty feet of continuous frontage on a street, and pedestrian ways will normally be required to provide access from each of the surrounding streets, if any, to which the open space, park or playground has no frontage. Further, such parks and/or playgrounds shall be required to have maintenance provided for by covenants and agreements acceptable to the Board, until public acquisition by the community.

4.11.1 Land designated for park or playground purposes shall not include wetlands, ledge, or other lands unsuitable for recreation purposes,

Requested Waiver – Waive section 4.11 and its subsection in their entirety

4.11.1 Prior to the removal of any trees over four (4) inches in diameter in the right of way and within any tree easement and prior to grading, the developer shall mark all trees proposed for removal and the developer shall plot these marked trees on the plan. All trees except those approved for removal by the Planning Board shall be protected against construction damage. The grade below these trees shall be retained as necessary in order to ensure their preservation, including the use of tree wells, where necessary.

Requested Waiver – Waive section 4.11.1 in its entirety

4.14.2. Access To Primary Streets and Through Streets
Intersections of secondary and residential streets with primary streets will not be allowed with offsets between intersections of less than 350 feet whether on the same or opposite sides of the primary or through street.

Requested Waiver –Allow offsets of less than 350 feet.

14.14.6 4.14.6. Right-of-Way Widths and Alignments On all classifications of streets, the characteristics as shown in the chart on the next page entitled, "Right-of-way Widths and Alignments Based on Design Speed", shall be the minimum acceptable (see also Figures 31 to 34 in Volume II of Norfolk Rules and Regulations)

Right of Way Widths and Alignments Based on Design Speed

Street Classification	Residential	Proposed
Minimum Curb to Curb (Feet)	24	20
Minimum Right-of-Way (Feet)	50	20
Minimum Intersection Spacing Centerline to Centerline (Feet)	350	205

4.14.7.1 Rights-of-way shall be laid out so as to intersect as nearly as possible at right angles. No right-of-way shall intersect any other right-of-way at less than 75 degrees. Intersections of existing and proposed streets will not be allowed at intervals of less than 350 feet between centerlines.

Requested Waiver –Allow interval of less than 350 feet.

4.14.11 Sight Distances at Intersections Horizontal and vertical sight distances in all directions at intersections shall be noted on the plans. Sight distances at intersections shall be provided as indicated in subsection 4.14.6, "Right-of-way Widths and Alignment -- Design Speed".

Requested Waiver – Waive sight distance on plan requirements

4.14.12. Stopping Sight Distance. Stopping sight distance is the sum of two distances: the distance traversed by the vehicle from the instant the driver sights an object necessitating a stop to the instant the brakes are applied and the distance required to stop the vehicle from the instant brake application begins. For all stopping site distance calculations, the height of the driver's eye is considered to be 3.5 feet above the road surface and the height of the object is considered to be 2.0 feet above the road surface in accordance with AASHTO policy. Stopping sight distances shall be provided as indicated in subsection 4.14.6, "Right-of-way Widths and Alignment -- Design Speed".

Requested Waiver – Allow sight stopping distance to be less than 4.14.6 requirements.

4.19.4.3 A minimum of one monitoring well shall be installed within each stormwater basin. Monitoring wells shall extend to a depth of 10 feet below existing grade or 4 feet below the design elevation of the bottom of the stormwater basin whichever is deeper. The elevation of groundwater shall be recorded by a Massachusetts Licensed Soil Evaluator, Professional Engineer, or Professional Land Surveyor once in each of four months. When observations are taken during the months of May through December, the design groundwater elevation shall be adjusted to reflect spring high groundwater conditions using the Frimpter Method

Requested Waiver - Waive monitoring well requirement

4.19.5. *Hydrologic Analysis*

Requested Waiver – Waive section 4.19.5 in its entirety

4.19.6 – *Design Storms*

Requested Waiver - Waive Section 4.19.6 in its entirety. Apply Massachusetts DEP Stormwater Management Standards.

5.1.4 *Staking Prior to Construction* - Prior to the start of construction of any subdivision, the property shall be staked along both sides of the street right-of-way (or at an appropriate offset distance) at 50' intervals. Finish grades shall be indicated on the stakes. Lot corners and any easements across lots that terminate at the street right-of-way shall also be staked. The Planning Board shall be given written notice that staking is complete at least one week prior to the start of construction.

Requested Waiver - Waive written notice to Planning Board. Notice to be given to zoning board's designee.

5.2.1.1. *Minimum Width Requirements (in feet)*

<i>Street Classification</i>	<i>Residential Street</i>	Proposed
<i>Right- of-Way</i>	50	20
<i>Paved Traveled Way</i>	24	20
<i>Grass Strip</i>	1@8, 1 @13	None
<i>Sidewalks on Outside of Grass Strip</i>	1@5	None

Requested Waiver - Allow widths as shown on plans.

5.2.8 *Slant Granite Curbing* - Sloped granite edging shall be required on both sides of all traveled ways and shall be set after the binder course is placed and before the top course is placed. A dribble berm and/or temporary cape cod berm, as appropriate, shall be installed at the time of binder course installation and shall be continuously maintained in working order until the final course of bituminous concrete is installed. Materials and construction methods shall conform to the relevant provisions of M.H.D. Standard Specifications M9.04.2 and in accordance with the procedures described herein. Certificates of Compliance shall be required in accordance with Subsection 5.17.

5.2.9 *Curb and Edging* Sloped granite edging shall be installed in four-foot minimum lengths, except where shorter lengths are dictated to form a required radius. It shall be set on a compacted gravel bedding at an angle providing a 4 inch reveal. The nose of the granite shall be set in a concrete base approximately six (6) inches square, which shall abut against the binder course. The top course of paving shall cover the concrete and key the granite in place. Joints shall be mortared. Installation of the slant granite curbing shall precede the installation of the bituminous concrete binder course. Materials and construction methods shall conform with the relevant provisions of Section 501 of the M.H.D. Standard Specifications and in accordance with the procedures described herein

Requested Waiver 5.2.8 and 5.2.9 - Waive granite curbing and allow cape cod berm.

5.2.10- *Walkways*

Requested Waiver - Waive section 5.2.10 in its entirety

5.6 - *Private Utilities* - All private cable utilities including telephone, electric power, fire alarm, and cable communications lines shall be placed underground. All private cable utilities shall be installed using conduits, manholes, handholes and appurtenances required by each utility company. These private cable utilities along with gas distribution lines shall be installed with a minimum cover of 36 inches.

Requested Waiver - Allow coverage to be less than 36"

5.7 *Retaining Walls* Retaining walls shall be installed where required and deemed necessary by the Planning Board. They shall be cemented stone masonry conforming to the relevant provisions of Section 685 of the M.H.D. Standard Specifications, Construction Standards, and in accordance with the procedures described herein. Maximum visible height of retaining walls shall be four (4) feet.

Requested Waiver – Waive requirement of cemented stone masonry wall.

5.9 *Street Trees*. Trees shall be planted within the grass strip (or, if determined necessary by the Planning Board, in tree easements) at 35 foot or lesser intervals, on both sides of all streets, They shall be at least 12 feet in height and 3 inches in caliper at the time of planting. All trees shall be planted no later than one month after installation of the first course of bituminous concrete, and shall be guaranteed for one year after street acceptance. A written copy of said guarantee shall be provided to the Planning Board prior to street acceptance

Requested Waiver – Allow street trees to be less than 12 feet in height. Allow Caliper to be 2.5 inches four feet from the top of the root ball.

5.12. *Street Lights* The applicant shall be responsible for paying fees established by the Town of Norfolk to defray the cost of installation and initial operation of streetlights at locations approved by the Planning Board. In determining required locations, the Planning Board may consult with the Board of Selectmen and the Norfolk Highway Department. Street light fixtures and standards shall conform to fixtures and standards as most recently installed in the Town of Norfolk at the time of application. Refer to Appendix D for lighting pole and fixture standards.

Requested Waiver – Waive Street lights. Allow one (1) driveway lantern to be installed at the end of the driveways

6.1. Authority

6.1.1. *The Planning Board shall be the administrative agency of these regulations and shall have all the powers assigned them by Section 81A to Section 81GG of Chapter 41 of the Massachusetts General Laws.*

6.1.2. *The Planning Board may assign as their agents appropriate town agencies or officials and may hire professional assistance to review plans and inspect/observe improvements, at the cost of the Applicant.*

6.1.3. *The Board, on its own motion or on the petition of any interested person, shall have the power to modify, amend, or rescind its approval of a plan of a subdivision, or to require a change in a plan as a condition of its retaining the status of an approved plan, in accordance with Section 81W or Chapter 41, M.G.L.*

Requested Waiver - Waive requirement of submitting to and obtaining approval of a Definitive Subdivision Plan from the Planning Board. Pursuant to G.L. c. 40B, §21 the Norfolk Zoning Board of Appeals has the power to issue permits or approvals as any local board or official who would otherwise act with respect to such application

VI. BYLAWS OF THE TOWN OF NORFOLK Updated through Annual Town Meeting May 14, 2019

ARTICLE VII: LAND USE AND RESOURCE PROTECTION

Section 1. Earth Removal.

D. For projects requiring subdivision approval, site plan approval or a special permit from the Planning Board, the earth removal permit shall be considered and approved as a component of the subdivision approval, site plan or special permit. No separate earth removal permit is necessary.

Waive requirement of submitting to and obtaining approval of a Definitive Subdivision Plan from the Planning Board. Pursuant to G.L. c. 40B, §21 the Norfolk Zoning Board of Appeals has the power to issue permits or approvals as any local board or official who would otherwise act with respect to such application and to consider any earth removal permit to be a component of the comprehensive permit.

SECTION 7: POST-CONSTRUCTION STORMWATER MANAGEMENT OF NEW DEVELOPMENTS & REDEVELOPMENTS (10/23/07)

Section 4. APPLICABILITY

A. No person may undertake a construction activity, including clearing, grading and excavation that results in a land disturbance that will disturb equal to or greater than one acre of land, or will disturb less than one acre but is part of a larger plan of development that will ultimately disturb equal to or greater than one acre of land, without a permit from the Planning Board. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity or the original purpose of the site.

Waive requirement of a Stormwater Management Permit from the Planning Board.

Section 6. Permits and Procedures

A. Filing Application. The site owner or his agent shall file with the Planning Board hereinafter the Board, twelve (12) copies of a completed application package for a Stormwater Management Permit (SMP). Permit issuance is required prior to any site altering activity. While the applicant can be a representative, the permittee must be the owner of the site. The SMP Application package shall include: Completed Application Form with original signatures of all owners; List of abutters, certified by the Assessors Office; One (1) copy of the Stormwater Management Plan and project description as specified in Section 7.A.; One (1) copy of the Operation and Maintenance Plan as required by Section 8 of this bylaw; Payment of the application and review fees. Applicant shall file one (1) original Application Form, the Stormwater Management Plan, the Operation & Maintenance Plan, and the list of abutters with the Town Clerk.

Waive requirement of filing with Planning Board. Pursuant to G.L. c. 40B, §21 the Norfolk Zoning Board of Appeals has the power to issue permits or approvals as any local board or official who would otherwise act with respect to such application. Applicant requests Zoning Board of Appeals authorize any stormwater management permit to (if necessary) add additional flow into the municipal stormwater management system.

Section 7. STORMWATER MANAGEMENT PLAN

A. The application for a stormwater management permit shall consist of submittal of a Stormwater Management Plan to the Board. This Stormwater Management Plan shall contain sufficient information for the Board to evaluate the environmental impact, effectiveness, and acceptability of the measures proposed by the applicant for reducing adverse impacts from stormwater. The Plan shall be designed to meet the Massachusetts Stormwater Management Standards as set forth in Part B of this section and DEP Stormwater Management Handbook Volumes I and II. The Stormwater Management Plan shall fully describe the project in drawings, and narrative.

Waive Section 7 A. in its entirety. Allow comprehensive permit plans to serve as stormwater management plans.

Section 9. SURETY

Section 9. The Board may require the permittee to post before the start of land disturbance or construction activity, a surety bond, irrevocable letter of credit, cash, or other acceptable security. The form of the bond shall be approved by town counsel, and be in an amount deemed sufficient by the Board to ensure that the work will be completed in accordance with the permit. If the project is phased, the Board may release part of the bond as each phase is completed in compliance with the permit but the bond may not be fully released until the Board has received the final inspection report as required by Section 10 and issued a Certificate of Completion.

Waive surety requirements

Section 12. CERTIFICATE OF COMPLETION

The Board will issue a letter certifying completion upon receipt and approval of the final inspection reports and/or upon otherwise determining that all work of the permit has been satisfactorily completed in conformance with this bylaw

Waive requirement of Certificate of Compliance

SECTION 8: Property Stabilization By-law (10/23/07)

C. Special Permit required. All owners of Unstabilized Properties must apply to the Board of Selectmen for a Special Permit for the stabilization of such property or such other orders and conditions as the Selectmen may deem appropriate to satisfy the provisions of this By-law. Similarly, the Board of Selectmen may issue orders hereunder for any Unstabilized Property that does not voluntarily seek a Special Permit hereunder.

Waive requirement of special permit from Board of Selectmen. Pursuant to G.L. c. 40B, §21 the Norfolk Zoning Board of Appeals has the power to issue permits or approvals as any local board or official who would otherwise act with respect to such application.

D. Basic Requirements. Any application, order or Special Permit hereunder shall make accommodations for the temporary or permanent landscaping of an Unstabilized Property that shall, in the discretion of the Selectmen be necessary for the stabilization of the subject property. At the very least, such landscaping improvements shall include the placement of fertile topsoil and the maintenance of grass thereon, provided however, that, for good cause shown, the Selectmen may allow an Unstabilized Property to remain in an unstabilized state for an additional 60 days. In reviewing the propriety of any landscaping improvements, it must be demonstrated that the proposed landscaping improvements comply with accepted standards for stormwater management, including state, local and federal guidelines as well as recognized best management practices. In issuing a special permit hereunder, the Board of Selectmen may impose any such conditions as may be necessary to further the purposes of this by-law, including, but not limited to, conditions for the continued maintenance of landscaping improvements. The Selectmen may also waive strict compliance with the terms hereof where good cause is demonstrated by the applicant.

Waive requirements of Section D and require stabilization as required to satisfy DEP stormwater management standards and best management practices.

E. A public hearing shall be held on each application for a Permit under this bylaw. The Board shall cause a notice of the public hearing to be published at the expense of the applicant in a daily or weekly newspaper in general circulation in the Town at least fourteen (14) days prior to the date of said hearing. The notice shall set forth the name of the applicant and the location of the premises. Every applicant or an agent in his behalf shall, within three (3) days after publication as herein provided, cause a copy of the published notice to be sent by certified mail, return receipt requested, to each of the persons appearing upon the Assessors' most recent valuation list as the owners of property abutting the premises for which a Permit is sought together with those persons appearing as owners across any public or private way from said premises. An affidavit of the applicant or of the person mailing such notice in his behalf together with a copy of the notice mailed and the post office receipts for the certified mailings herein required, shall be filed with the Board as the first order of business at the public hearing. Such affidavit shall be prima facie evidence that notice has been given in compliance herewith.

Waive separate public hearing requirements.

F. The Board shall be and hereby is authorized to set a reasonable application fee for all original and renewal applications for a Special Use Permit.

Waive application fees.

G. The Board of Selectmen shall be and is hereby authorized to determine the costs of any engineering fees incurred in the measurement of earth removed or to be removed under such Permit. The engineering fees charged for each Permit issued or renewed will be paid by the applicant.

Waive requirement of engineering fees for permit.

**VII - REGULATIONS FOR PROJECT PLAN AND SUBDIVISION APPROVAL
Adopted by the Norfolk Board of Health – July 3, 1988, Amended January 16, 1991 &
September 20, 2010**

BOARD OF HEALTH APPROVAL OF A PROPOSED PROJECT PLAN OR SUBDIVISION PLAN WILL BE BASED ON THE FOLLOWING PROCEDURE AND CRITERIA:

WATER SUPPLY:

The proposed source of water supply shall provide water of a quantity and quality in accordance with Town, State, and Federal water supply standards for domestic use. In the case of sites to be served by on - site wells, a hydrogeological evaluation shall be performed by a qualified engineer or geologist, at the expense of the applicant, to be reviewed by the Board of Health for this determination. Reference is made to the Board of Health Regulations "Minimum Sanitation Standards for Private or Public Water Supply", which must be complied with.

Requested Waiver – Waive Board of health approval of water source. Connecting to municipal system.

SEWAGE DISPOSAL:

The applicant shall submit evidence that: The proposed location of the subdivision has soil conditions suitable for the subsurface disposal of sanitary or other applicable types of waste - waters in

accordance with the regulations of the Board of Health along with all applicable state and federal regulations.

Requested Waiver – Waive local Board of Health Regulations.

Disposal of wastewaters shall not degrade the ground or surface waters in a manner inconsistent with their proposed use. For any residential subdivision having a minimum design wastewater flow of 5000 gallons per day, a hydrogeological evaluation shall be performed by a qualified engineer or geologist, at the expense of the applicant, to be reviewed by the Board of Health for this determination.

Requested Waiver – waive hydrogeologic study

STORM WATER AND RUNOFF MANAGEMENT: These regulations for storm water management are intended to protect the public and environmental health by providing adequate protection against pollutants, flooding, siltation, and other drainage problems. The Board of Health shall determine for each subdivision plan or project plan (site plan) whether protection of public and environmental health necessitates review and approval of stormwater management measures and drainage system improvements by the Board of Health or whether such review and approval may be delegated to the Planning Board.

Waive requirements of Board of Health approval of any storm water management measure and drainage system improvements.

SUBMITTAL REQUIREMENTS PRELIMINARY PLAN OR PROJECT PLAN

At the time of a submittal of a preliminary plan or a project site plan to the Planning Board, a copy of that plan, complete in all respects, along with the required fee, shall be submitted to the Board of Health, including additional information which is required for Board of Health approval, such as, but not restricted to:

- 1. Proposed Source of Water Supply*
- 2. Data for a sufficient number of test holes, soil logs, maximum ground water elevations, and properly conducted percolation tests as defined in these Rules and Regulations to:
 - A. Demonstrate clearly that the soil conditions are generally suitable for subsurface sewage disposal and will meet the needs of the subdivision.*
 - B. To determine this pattern of ground water flow.**
- 3. A topographical map of the property, with contours referring to NGVD 29, showing the location and elevation of all test holes, how the surface drainage is to be handled, including nearby affected areas, and all pertinent physical features, including ponds, swamps, wetlands, water supplies, seasonal watercourses, swales, areas of ledge and rock. Also, an overlay of Flood Plain, Wetland Zones, Aquifer Zones, Drainage Watershed areas, USDA Soil Map Characterization for soil type and hydrologic group*

Waive filing requirements with Planning Board of Board of Health.

DEFINITIVE PLAN OR PROJECT PLAN:

The APPLICANT shall submit the Site Plan to the Board of Health and in the case of a Definitive Plan, shall follow the procedure for submission to the Board of Health according to page 5 M.G.L. Chapter 41 Section 81U. In order for the plan to be considered "complete", it shall include all items required by these Rules and Regulations, including an appropriate fee which may be set from time to time by the Board of Health. Incomplete submittals shall be returned as incomplete forthwith to the applicant, following a vote of disapproval by the Board of Health, without review and the Board of Health shall notify the Town Clerk and the Planning Board of that action. Such action by the Board of Health shall constitute a report disapproving the plan as not reviewable. The plan must then be resubmitted and be subject to Board of Health review to demonstrate that it meets all Board of Health requirements before it shall be considered approved.

The submittal to the Board of Health shall include:

- 1. All items required to be submitted to the Planning Board.*
- 2. Drainage calculations and geotechnical information including soils and groundwater test data in compliance with requirements of the "Rules & Regulations for the Subdivision of Land and Site Plan Approval of the Town of Norfolk Planning Board." Stormwater basin analysis shall be based upon Technical Release 20 (TR-20) utilizing minimum 24 hour rainfall equal to or greater than the following:*

Minimum 24 Hour Rainfall

- 2-year frequency storm event – 3.2 inches*
- 10-year frequency storm event – 4.8 inches*
- 25-year frequency storm event – 5.5 inches*
- 50-year frequency storm event – 6.2 inches*
- 100-year frequency storm event – 6.8 inches*

The Board of Health may review this information or may delegate review to the Planning Board.

- 3. All items as described above which must be submitted for the Project Plan or Preliminary Plan.*
- 4. Sufficient data to demonstrate clearly to the Board of Health that each and every lot is suitable for the subsurface disposal of sewage. Failure to do so may result in findings by the Board of Health that such affected lots cannot be used for building sites without injury to the public health.*
- 5. All data required for the storm water management.*
- 6. Evidence to demonstrate clearly to the Board of Health that water supply shall be adequate as previously designated herein.*

Requested Waiver – Waive Site Plan filing with Board of Health.

**VIII. – NORFOLK BOARD OF HEALTH ON-SITE SEWAGE DISPOSAL REGULATIONS
(adopted on March 26, 2016 by Board of Health)**

Requested Waiver – waive board of Health regulations in their entirety

**Town of Norfolk Zoning Board of Appeals
Comprehensive Permit Application**

Applicant: 35 Pine Street, LLC
Mr. Alan Quaglieri, Manager

Property Address: 35 Pine Street, Norfolk, MA
Assessors Map 25, Block 84, Lot 2

Project Name: Residences at Pine Street

Date: November 18, 2019

TABULATION

I. Project Coverage Summary

	Acreage	% of Lot Coverage
Buildings	0.25	14.2
Pavement/Sidewalk	0.33	18.8
Usable Open Space	1.09	61.9
Unusable Open Space	<u>0.09</u>	<u>5.1</u>
Totals	1.76 +/-	100.00

II. Individual Lot Summary

Lot	Unit Type	Square Footage	# BR	# BA	Garage Parking
1	C	1907	3	2.5	1
2	A	2023	3	2.5	2
3	A	2023	3	2.5	2
4	A	2023	3	2.5	2
5	B	2023	3	2.5	2
6	B	2023	3	2.5	2
7	B	2023	3	2.5	2
8	D	1907	3	2.5	1

III. Individual Lot Summary

Lot	Lot area (sf)	Building Coverage (%)	Paved Area (%)	Grass Area (%)	Lot Coverage (%)
1	9,000	14.4	6.9	78.7	21.3
2	6,389	21.9	8.4	69.7	30.3
3	6,327	22.1	8.8	69.1	30.9
4	6,267	22.3	8.8	68.9	31.1
5	8,383	16.7	6.5	76.8	23.2
6	6,348	22.0	8.5	69.5	30.5
7	6,410	21.8	8.8	69.4	30.6
8	6,551	19.8	8.2	72.0	28.0

IV. Density
8 units/1.8 acres = 4.4 units/acre

VI. Affordable Units
2 – 3 BR Units