

Tuesday, February 10, 2015
Planning and Economic Development Board
155 Village Street
Medway, MA 02053

Members	Andy Rodenhiser	Bob Tucker	Karyl Spiller-Walsh	Tom Gay	Matt Hayes	Rich Di Iulio
Attendance	X	X	X	X	X	X

ALSO PRESENT:

Planning Consultant Gino Carlucci, PGC Associates
Engineering Consultant Steve Bouley, Tetra Tech
Planning and Economic Development Coordinator, Susy Affleck-Childs
Recording Secretary, Amy Sutherland

The Chairman opened the meeting at 7:00 pm.

There were no public comments.

Plan Review Estimates for Tri-Valley Commons:

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

- PGC estimate dated February 5, 2015 in the amount of \$1,377.50
- Tetra Tech estimate dated February 5, 2015 in the amount of \$6,521.00
- GPI estimate dated February 6, 2015 in the amount of \$9,800.00

On a motion made by Karyl Spiller-Walsh and seconded by Bob Tucker, the Board voted unanimously to accept the three plan review estimates as provided.

Minutes:

The minutes from February 3, 2015 will be held over to the next meeting.

Other Business:

Susy Affleck-Childs informed the Board that there are packets available with the material submitted for the new Tri Valley Commons site plan. The waiver request forms are forthcoming. The applicant has been provided with a list of what still needs to be provided. All the material will be available electronically.

Salmon Health and Retirement ARCPUD Pre-Application Meeting

The Chairman explained that this is a pre-application meeting with the team for Salmon Health and Retirement.

The Board members were in receipt of the following documents. **(See Attached)**

- Dario Designs dated February 9, 2015 (Conservation Areas)
- Dario Designs dated February 9, 2015 (Developable Areas)
- Dario Designs dated February 9, 2015 (Building Placement)
- Dario Designs dated February 9, 2015 (Roads and Trails)

Attorney Paul Kenney introduced the members of the Salmon Health Retirement Team:

- Jeff Robinson, Salmon Health and Retirement, Owner/Developer
- Paul Kenney – Attorney, Kenney & Kenney
- Shane Oates – Coneco Engineering and Scientists, Civil Engineer
- David Thompson – Clough, Harbour & Associates, Landscape Architect
- Dario DiMare, Dario Designs, Architect

There were also members from the following Boards and Commissions present:

- Open Space
- Conservation Commission
- Fire Chief
- Board of Selectmen

Salmon Health Retirement Owner/Developer, Jeff Robinson provided an overview of the project, site and company. **(See Attachment)** This company owns and operates senior community living in various locations throughout Massachusetts. They have 6 other locations. This project is proposing a 55 + senior living community. The proposed campus will have full-service, independent living apartment homes and cottages. The concept plan consists of five types of units. There are 56 planned cottage type units. There are also units for independent living, assisted living and for memory care. At the entrance to the site, there will a medical office.

The proposal would include:

- Independent cottage homes (attached to the main building) 15
- Independent cottage homes (detached/separate from the main building) 56
- Independent congregate apartment homes: 56
- Traditional assisted living apartments: 60
- Memory impaired assisted living apartments: 40
- Medical Office Building
- Pavilion building

Architect Dario DiMare explained that the cottages will have a similar appearance to New England Style architectural design. This style will remain throughout the entire campus. Some of the cottages will have two car garages to minimize on-street parking. This site allows for convenient public access to the Charles River and natural areas. There will be a pavilion to view the pond and Charles River. The team has met with Conservation Commission and discussed the walking trails which are supported by the Commission. There will be a trail loop around the property. There will be a secondary access roadway to be used primarily for egress.

Civil Engineer Shane Oates was the next presenter. He explained that the previous Order of Resource Area Delineation (ORAD) from the Conservation Commission has expired. In December the resource area were reflagged. There was also a preliminary meeting with the Conservation Agent and the Chairman of the Commission. The applicant is presently in the process of submitting the Abbreviated Notice of Resource Area Delineation (ANRAD) to the Commission regarding the wetlands boundaries. The goal is to have this submitted by the end of the week. There was a question about the wetlands and if the 5,000 feet of disturbance will trigger the Army Corp of Engineers. This will need to be looked at by the Conservation Commission as the project proceeds.

Chairman Rodenhiser mentioned that there is a culvert under Village Street which comes onto the site and this needs to be looked to make sure it is free and clear so it does not create a problem.

Conservation Commission Chairman Travalini responded that the Commission is also concerned about the culvert. There are also intermittent streams on the property which need to be protected.

The applicant responded that there are three intermittent streams on the property. The details of the streams were shown. The applicant noted that they would like to put in a canoe launch area with some parking spaces with a gravel parking area for residents to get access to the Charles River. The Conservation Commission wants people to enjoy the river and supports having the trail right through the resource areas with the inclusion of educational kiosks.

The footprint of the homes is shown at 48 by 48 feet with garages. The public parking was noted. The applicant communicated they will meet the Town's regulations for the parking. There has been no work on the overall drainage design yet. However, there will be individual recharge for the cottages. The applicant indicated that they will comply with all stormwater regulations.

It was indicated that the roads will be maintained by developer and will remain private.

The applicant will provide a list of their other locations. This will be provided to the members of the PEDB.

Landscape Architect, David Thompson:

Mr. Thompson reviewed the four step design process (as required by the ARCPUD bylaw). The applicant has identified the conservation areas (riverfront, pond, ford, walnut grove & trolley crossing.) The second step was locating the residential sites. The third step was to align the streets and trails. The last step will be to draw the lot lines. This will come once the developable land is determined.

The flood plain was shown as following the river and this is protected under the local bylaw. This area is not going to be developed. The blue line noted was the river bank. The intermittent streams on site are well within the vegetative wetlands and are not a consideration for development on the site. The river front area is 200 ft from the bank of the river. The wetlands

were surrounded by the 25 ft. buffer with a no touch zone. The goal is to preserve the grove of 30 Black Walnut trees. The old trolley crossing, vernal pools and ford will also be preserved. The applicant would like to bring the trail to the natural ford. The material for the trail has not been determined, but it was suggested to use the same material as Holliston used on their trail. The Conservation Agent will follow-up on with Holliston. The trails will all be open to the public for enjoyment. The egress is about 200-300 ft. from Charles River Rd. The trails will follow the cart paths. There must be some wheelchair accessibility. It was suggested that some signage be included. The applicant was receptive to signage and did discuss with the Conservation agent having some educational signage at the vernal pool and other locations. There will also be signage throughout the site to show where the exits will be.

The service entrance was noted in the back of the main building along with the receiving dock. The first floor is for the memory care. It will be a fenced in area. The 2nd floor is for assisted living. There will be a community area where visitors can come in and visit. There will be elevators to the 3rd and 4th floor which will be independent living. The housing units will face the natural features of the site. The dining room will be on the fourth floor.

The Chairman had a question about the stone wall on the site. He thought it should be noted in the key site features map. The applicant responded that the particular noted stone wall will be tough to preserve. The other one on site will be preserved. It was suggested that the stone wall that needs to be removed could be reconstructed in another location on site.

Open Space Committee member Paul Marble asked if they have done any other developments where the public is allowed access. The applicant responded that the other sites do not have such an extensive trail system but they also do not have the natural beauty like this site. So, those other sites do not allow for public access like this site.

Resident Kathleen Hickey, 3 Narragansett St.:

This resident wanted to know what the traffic impact on Village Street will be.

The applicant communicated that there the traffic study has not yet been done. He also indicated that most of the seniors in the development do not drive.

Open Space Committee member Paul Marble wanted to know if the applicant has thought about having a fishing area. The representative responded that a portion of the area near the canoe launch could be for fishing. We are not going to be discouraging fishing and welcome it.

In response to an inquiry on timing, the applicant responded that they would like to secure the needed permits so they could begin the development in the fall.

There will be many options for the cottage design for upgrades. 5% will be full ADA compliant and the rest would be type one and type 2 converted to be accessible for vanity in bathroom and wheelchair access, rails. This could all be upgraded. There are different levels of accessibility.

In closing, the applicant expressed that they are excited about this site and the magnificent views along the Charles River. It is their goal to design buildings and a site which will work together with the community. The location makes sense for this site since they recently acquired the Visiting Nurse Association (VNA) and Hospice of greater Milford. The residents and the community will be able to take advantage of the trails, intergenerational programs, pavilion clubhouse and other amenities. Jeff Robinson noted that they will be holding a neighborhood meeting on Wednesday, February 25, 2015 at the Thayer House.

Susy Affleck Childs wanted to know if there would any parts of site which would not be accessibly for public and only exclusive use by residents. The applicant responded that the open space will be open to all community and the building will be available to community groups. The applicant wants to get people away from the myth that this is a place where old people go.

Susy explained that the formal application for an adult retirement special permit will need to be filed at which point a public hearing will take place. The abutters will be notified. All of the information will be on the town's website. It was recommended that the applicant meet with the Design Review Committee.

Susy will check with Town Counsel about Associate Member DiIulio being an abutter.

The members were informed that the Attorney General's Office approved the most recent zoning bylaw amendments (from the November 2014 town meeting) which included some changes in the ARCPUD bylaw.

Proposed Sewer Extension Moratorium:

- The Board is in receipt of a proposed warrant article for the March 9, 2015 Town Meeting. **(See Attached)**

Board of Selectmen Chairman Crowley explained that the town is currently exceeding its sewer capacity at the Charles River Pollution Control District facility. This is the reason for the proposed moratorium. The Town wants to reserve this capacity for residents and commercial development on existing sewer lines. The Town is in the process of checking the infiltration and inflow and the Town's capacity numbers for accuracy. The moratorium will remain in place until the Town finds a solution. This has been a problem for many years, but there needs to be a long term plan. We can purchase capacity from the Town of Franklin but that would be at a significant cost. This would be the last resort for a resolution. The overall capacity is controlled by the EPA. The Town is actively working with the representatives. The Board of Selectmen has started funding the I & I study.

Chairman Rodenhiser wanted to know how this moratorium will affect the Oak Grove/bottle cap area.

Selectmen Crowley responded that the probability of building for industrial/commercial in that area is at least 5 to 6 years out. Hopefully the problem will be resolved by then.

Susy wanted to know if a sunset clause could be included in the language of the warrant. She also noted that it would be helpful to have a map of where the existing sewer lines are for town meeting.

Selectmen Crowley will ask counsel about the inclusion of a sunset clause.

Susy is also concerned about the marketing effect of a moratorium for prospective businesses which may want to come to Medway.

Possible Zoning Bylaw Amendments:

The members are in receipt of the following. (See Attached)

- Revised draft of Multifamily Residential Special Permit dated February 5, 2015
- Updated list of multifamily developments in Medway
- Map prepared by Gino Carlucci showing one thousand, two thousand, and three thousand feet around the various commercial zones.

The members reviewed the revised draft of the proposed multifamily special permit. It was suggested to add language referencing promoting walkability within the purpose section. The term “compact development” might need to be defined better. It has different meanings. In this case, compact development can mean density. The members are comfortable with the proposed maximum density (12 units/acre) and the relationship with the site to the building. This language allows many possibilities depending on the lot but it still must meet the setback and parking requirements. There are still height restrictions.

In regards to section 2a) “On a tract of land within the AR-I or AR-II zoning district... it was suggested to have the frontage on an existing public way and located within 3,000 feet or a commercial/business zoning district be reduced to 2,000 feet.

The members suggested putting the information provided by Consultant into a table.

It was recommended that this be established as a simple overlay. This needs to be defined by a map that follows the parcel and street lines. Do not put 2,000 in the text but use it as the guiding principle for the map.

The Board would like Consultant Carlucci to align the district map and to not go beyond 2,000.

Consultant Report:

- Consultant Carlucci informed the members that there will be a SWAP meeting next week which will focus on trails.

ADJOURN

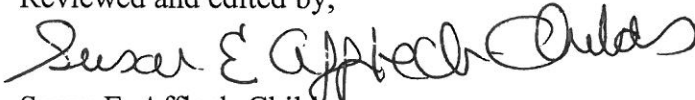
On a motion made by Karyl Spiller-Walsh, and seconded by Bob Tucker, the Board voted unanimously to adjourn the meeting.

The meeting was adjourned at 9:30 pm.

Respectfully Submitted,


Amy Sutherland
Recording Secretary

Reviewed and edited by,


Susan E. Affleck-Childs
Planning and Economic Development Coordinator

PGC ASSOCIATES, INC.

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

February 5, 2015

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

RE: TRI-VALLEY COMMONS SITE PLAN

Dear Mr. Rodenhiser:

PGC Associates is pleased to present the following cost estimate to review and comment on the proposed site plan submitted by Thurken III LLC of New Castle, New Hampshire. The owner is are Mecoba Properties, Inc. of Medway.


The proposal is to construct a retail shopping center with 3 buildings totaling 16,355 square feet, plus associated parking, drainage, landscaping, etc. The plan was prepared by a team including Landry Architects of Salem, NH (architecture), and Bohler Engineering (civil engineering) of Southborough, MA. The plan is dated January 9, 2015.

The property is located at 72 Main Street in the Commercial I zoning district.

<u>Task</u>	<u>Hours</u>
Technical review and comment on initial submittal	3.5
Attendance at Planning Board meetings/hearings	6.0
Review and comment on revised plans	2.0
Review and comment on draft Certificate of Action	3.0
Total	14.5
TOTAL ESTIMATE (@\$95)	\$1377.50

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

Sincerely,



Gino D. Carlucci, Jr.



February 5, 2015

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

**Re: Site Plan Review
Planning and Economic Development Board
Tri Valley Commons
Medway, Massachusetts**

Dear Ms. Affleck-Childs:

We are pleased to submit this Proposal to the Town of Medway (the Client) for professional engineering services associated with the proposed Tri Valley Commons Site Plan submittal in Medway, Massachusetts (the Project). The objective of our services is to review the proposed Site Plan submittal package and provide review comments as they relate to the Medway Planning Board's Rules and Regulations for the Submission and Review of Site Plans (Chapter 200), Medway Department of Public Services Sewer and Water Regulations, Department of Environmental Protection Stormwater Management Regulations, and sound engineering practice. We have excluded from our scope, the review of the application package as they relate to the Town of Medway Zoning By-Laws which will be conducted by a separate consultant.

Scope of Services

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

Task 1 Site Visit

- A. Perform one (1) site visit to review the site and its surroundings;
- Budget Assumption: 4 hours @ \$100/hr = \$400

Task 2 Plan Review

- A. Review the Special Permit Application, Application for Major Site Plan Approval, and supporting documentation, prepared by Cornetta, Ficco & Simmler, P.C. (CFS) and incorporate comments into review letter in item D below;
- Budget Assumption: 0.5 hour @ \$200/hr = \$100
2 hours @ \$100/hr = \$200
Total= \$300

One Grant Street
Framingham, MA 01702
Tel 508.903.2000 Fax 508.903.2001



- B. Review the proposed “Tri Valley Commons” Site Plans prepared by Bohler Engineering (BE) dated January 9, 2015
 - Budget Assumption: 2 hours @ \$200/hr = \$400
8 hours @ \$100/hr = \$800
Total= \$1,200

- C. Review the Stormwater Report prepared by BE and dated January 5, 2015 for compliance with the latest Department of Environmental Protection Stormwater Management Standards and good engineering practice;
 - Budget Assumption: 1 hours @ \$200/hr = \$200
4 hours @ \$100/hr = \$400
Total= \$600

- D. Prepare a letter summarizing findings for presentation to the Town of Medway Planning and Economic Development Board;
 - Budget Assumption: 1 hour @ \$200/hr = \$200
6 hours @ \$100/hr = \$600
Total= \$800

- E. Coordinate with applicant to address items in review letter and issue an updated letter upon receipt of modifications:
 - Budget Assumption: 1 hours @ \$200/hr = \$200
8 hours @ \$100/hr = \$800
Total-\$1,000

Task 3 Meeting Attendance

- A. Participate in six (6) hearings/meetings with the Town of Medway Planning and Economic Development Board as outlined in the Proposed Public Hearing Schedule distributed at the Planning and Economic Development Board Public Meeting on 7/22/14.
 - Budget Assumption: 6 Meetings
10 hours @ \$200/hr = \$2,000

Cost

Our cost for the above Scope of Services will be on a time and expenses basis in accordance with Tetra Tech’s and existing Town of Medway contract rates. Direct expenses will be billed at a fixed fee of three and a half (3.5) percent of labor costs. We suggest that you establish a budget identified below for these services, which will not be exceeded without your approval. Please be advised that this estimate is based on our current understanding of the Project needs and is for budget purposes only. The total cost of our services will depend greatly on the completeness and adequacy of the information provided.



The breakdown of this fee by task is as follows:

Task	Task Description	Fee
Task 1	Site Visit	\$400
Task 2	Design Review	\$3,900
Task 3	Meeting Attendances	\$2,000
	Labor Subtotal	\$6,300
	Expenses (3.5%)	\$221
Total Fee		\$6,521

Schedule

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

General Terms and Conditions

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'S. P. Reardon'.

Sean P. Reardon, P.E.,
Vice President

Date Approved by Medway Planning and Economic Development
Board _____

Certified by: _____ Date _____
Susan E. Affleck-Childs
Medway Planning and Economic Development Coordinator

GPI Greenman-Pedersen, Inc.

181 Ballardvale Street, Suite 202
 Wilmington, Massachusetts 01887
 Tel.: (978) 570-2999
 FAX: (978) 658-3044

An Equal Opportunity Employer

To:	Medway Planning and Economic Development Board	Project:	Tri Valley Commons
	115 Village Street	Location:	72 Main Street
	Medway, MA 02053		Medway, MA
		Project No.:	MAX-2015019.00
Requested By:	Andy Rodenhiser Chairman of the Medway Planning and Economic Development Board	Date:	February 6, 2015
Prepared By:	John Diaz	Page:	1 of 2

SCOPE OF SERVICES:

Greenman Pedersen, Inc. hereinafter referred to as "the CONSULTANT" hereby proposes to provide professional services to the Medway Planning and Economic Development Board ("the CLIENT") in accordance with the Scope of Services as specified below and on attached pages. If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the Scope of Services and constitutes additional services, the CONSULTANT shall promptly notify the CLIENT in writing. Such changes mutually agreed upon by the CLIENT and the CONSULTANT shall be incorporated as written amendments to this Contract. All invoices shall be paid in full, by the CLIENT, prior to release of final instruments of service.

The CONSULTANT has prepared this Contract Agreement for traffic engineering and consulting services to undertake a peer review of the proposed Tri-Valley Commons development proposed along Route 109 in Medway, MA. Based on our understanding, the project consists of the development of the Tri-Valley site with mixed uses with access proposed through a new unsignalized intersection on Route 109.

The work services detailed within this Contract Agreement include review of all relevant documentation, conducting a site visit to assess field conditions and preparation of a summary memo outlining GPI's comments and findings. GPI will also attend three (3) meetings with the Town.

SEE DETAILED SCOPE OF SERVICES ATTACHMENT FOR FURTHER DESCRIPTION

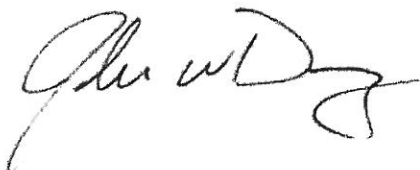
FEES & SCHEDULE:

The following table summarizes the costs, schedule, and payment method of the tasks described in this Contract. The schedule begins on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information to be provided to the CONSULTANT and is exclusive of delays caused by interim reviews.

Tasks		Estimated Fee	Schedule	Payment Method
1-3	Peer Review	\$5,620	1-2 Weeks	Lump Sum
4	Meetings and Follow-On Services	\$3,680	As Incurred	Time Card
	Reimbursable Expenses	\$500	As Incurred	Expense
TOTAL		\$9,800		

This proposal is deemed withdrawn by the CONSULTANT if not accepted by the CLIENT signing and returning a fully executed copy of this proposal within ten (10) days of the date written above, unless time for the CLIENT's acceptance is extended pursuant to a writing signed by the CONSULTANT. The General Terms and Conditions attached hereto are incorporated by reference as if fully set forth herein.

Reimbursable expenses incurred in conjunction with the performance of the work as described shall include, but are not limited to, data collection, travel, reproduction, telephone, materials and supplies, shipping, delivery, and postage. Reimbursable expenses will be invoiced separately, in accordance with the provisions of the attached General Terms and Conditions, and are in addition to and not included in the above labor fees.



GPI AUTHORIZATION

February 6, 2015

DATE

Please indicate that you understand and agree to the terms and conditions set forth herein by signing below:

PRINT NAME, TITLE, FULL CLIENT COMPANY NAME BELOW (As Applicable)

Detailed Scope of Services

SCOPE OF SERVICES DETAILED DESCRIPTION:

The CONSULTANT has prepared this Contract Agreement for traffic engineering and consulting services to undertake a peer review of the proposed Tri-Valley Commons development proposed along Route 109 in Medway, MA. Based on our understanding, the project consists of the development of the Tri-Valley site with mixed uses with access proposed through a new unsignalized intersection on Route 109.

The work services detailed within this Contract Agreement include review of all relevant documentation, conducting a site visit to assess field conditions and preparation of a summary memo outlining GPI's comments and findings. GPI will also attend three (3) meetings with the Town.

The following tasks are anticipated.

Task 1-Site Plan Review

GPI will review proposed Tri Valley Commons site plan for compliance with Section 205-3 Traffic of the *Medway Site Plan Rules and Regulations*.

Task 2-Site Plan Review/Coordination with Route 109 Reconstruction Project

GPI will:

1. Review proposed site plan for connectivity to and impact on the Route 109 Reconstruction Project.
2. Attend meetings with applicant and consultants to discuss possible conflicts.
3. Attend meetings with MassDOT as required.
4. Review applicant proposals for access/egress modifications.
5. Review project impacts on traffic operations at the two adjacent signals: Holliston Street at Route 109 and Medway Shopping Center.
6. Review proposed mitigation and lane configuration for Route 109 in the vicinity of the proposed site drive.

Task 3-Site Plan Review - Tri Valley Commons Traffic Impact and Access Study

GPI will review the traffic study and associated documentation provided by the applicant's traffic engineer for good engineering practice. The review will include the following:

1. Site visit to observe traffic patterns and roadway characteristics.
2. Review traffic information including existing count data, study limits, time periods, traffic volume assumptions, operational analysis and modeling assumptions, traffic safety analysis, impacts/mitigation.
3. Review proposed on-site circulation and pedestrian safety.
4. Attend meetings and coordinate with applicant's traffic consultant (invoiced under Task 4).
5. Prepare review letter summarizing findings for presentation to PEDB.
6. Attend PEDB meeting when traffic study is presented and initial review letter is discussed (invoiced under Task 4).
7. Review additional submittals and prepare review letter.
8. Attend a second PEDB meeting when the second review letter is discussed (invoiced under Task 4).

Detailed Scope of Services

These Services shall be rendered under the general direction of the Chairman of the Planning and Economic Development Board AND the Planning and Economic Development Coordinator.

Task 4 - Meetings

- GPI will prepare for and attend up to three (3) project meetings. These may include meetings with the proponent, town officials and/or town boards.

Meetings with the development team and local officials, as well as public presentations and assistance in technical or procedural aspects of the project may be required as the project proceeds. Services for meetings include coordination, preparation, travel, attendance, supporting graphics (when required), and documentation in the form of meeting notes (when requested). Such services will be provided at the request of the CLIENT.

An initial upset limit is included in this Contract Agreement for attendance at three (3) meetings, depending on the duration of the meetings, as well as project team conference calls and coordination. Meetings and follow-on services will be billed on a time and materials basis at the CONSULTANT's rates in effect at the time the work is performed (see *General Terms and Conditions – Fee Schedule* for current standard rates). Should additional services be needed and requested by the CLIENT beyond the initial upset limit, including responses to comments that may arise as part of the review process, the CONSULTANT will prepare a Contract Amendment that contains the scope of services, fee, and schedule required to complete the additional services.

GENERAL TERMS AND CONDITIONS

SCOPE OF SERVICES

The CLIENT and the CONSULTANT have agreed to a list of services the CONSULTANT will provide to the CLIENT, set forth on the appended Scope of Services, Exhibit A. If agreed to in a writing signed by the CLIENT and the CONSULTANT, the CONSULTANT shall provide Additional Services, which shall be labeled as Exhibit B, appended hereto. Additional Services are not included as part of the Scope of Services and shall be paid for by the CLIENT in addition to payment for the services listed in Exhibit A. Payment for Additional Services will be made by the CLIENT, in accordance with the CONSULTANT's prevailing fee schedule, as provided for in this Section, Compensation, or as agreed to by the CLIENT and the CONSULTANT. Services not set forth above and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the CONSULTANT's services. The CONSULTANT assumes no responsibility to perform any services not specifically listed in Exhibit A.

BILLING AND PAYMENT TERMS

RETAINER

The CLIENT shall make an initial payment of **Zero Dollars (\$0)** (retainer) upon execution of this agreement. This retainer shall be held by the CONSULTANT and applied against the final invoice.

PAYMENT DUE

Invoices shall be submitted by the CONSULTANT monthly, or sooner if project includes milestones to be completed within a period of time of less than one month, is due on presentation and shall be considered past due if not paid within 20 calendar days of the due date.

INTEREST. If payment in full is not received by the CONSULTANT within 30 calendar days of the due date, invoices shall bear interest at two (2) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to pay PAST DUE amounts with interest and any collection costs, incurred, per this Agreement, within ninety (90) days from the date the PAST DUE amount was due shall be deemed a material breach of this Agreement. CONSULTANT will withhold Instruments of service and any other deliverables to be provided under this Agreement unless and until full payment is made, including any PAST DUE amounts, interest and collection costs as may be due under this Agreement.

COLLECTION COSTS

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect PAST DUE sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees, expert witness fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for the CONSULTANT's time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT's collection costs shall survive the term of this Agreement or any earlier termination by either party.

INDEPENDENT CONSULTANT

It is understood and agreed that the CONSULTANT shall perform all services under this Agreement as an independent professional and nothing herein contained shall be construed to be inconsistent with this relationship or status.

SUSPENSION OF SERVICES

If the Project or the CONSULTANT's services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the CONSULTANT shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the CONSULTANT for expenses incurred as a result of the suspension and resumption of its services, and the CONSULTANT's schedule and fees for the remainder of the Project shall be equitably adjusted. If the CONSULTANT's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the CONSULTANT may terminate this Agreement upon giving not less than

five (5) calendar days' written notice to the CLIENT. If the CLIENT remains in material breach of this Agreement within five (5) calendar days of receipt of such written notice, the CONSULTANT may immediately suspend performance of services without further notice to the CLIENT. The CONSULTANT shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any time or damages for delay as a result of such suspension caused in whole or in part by any breach of this Agreement by the CLIENT or any other party, and not caused solely by CONSULTANT's negligent act or omission. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach on which suspension of services by the CONSULTANT was based, within five days of CLIENT's receipt of notice of same, or such longer period of time to which CONSULTANT agrees in a writing signed by it, the CONSULTANT shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

TERMINATION

In the event of termination of this Agreement by either party, the CLIENT shall within thirty (30) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement. The CLIENT may terminate this Agreement for the CLIENT's convenience and without cause upon giving the CONSULTANT not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the CLIENT shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof within thirty (30) days of either party receiving actual knowledge of such changed conditions.

STANDARD OF CARE

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same locality.

GENERAL TERMS AND CONDITIONS

COST ESTIMATES

In providing estimates, the CLIENT understands that the CONSULTANT has no control over variables including the cost or availability of labor, equipment or materials, or over market conditions or a Contractor's method of pricing, and that the Consultant's cost estimates are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary, at times significantly, from the CONSULTANT's estimate.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, computer files, field data, notes, other documents and instruments, the plans and specifications, prepared by the CONSULTANT shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including, without limitation, the copyright thereto. CONSULTANT shall provide the CLIENT with instruments of service, only, subject to the limitations expressed in this Agreement. CLIENT shall indemnify and hold harmless CONSULTANT, its affiliates and its officers, directors and employees for all claims, losses, costs, damages of any nature whatsoever, including attorneys' fees, expert witness fees and costs, arising from or related to re-use of instruments of service for any purpose other than the progress of the project which is the subject of this Agreement or arising from or related to medication of instruments of services for any reason.

TIMELINESS OF PERFORMANCE

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT's control may affect the CONSULTANT's ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with the CONSULTANT's Standard of Care.

DEFECTS IN SERVICE

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT's services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the CLIENT and the CLIENT's contractors or subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

BUILDING INSPECTION SERVICES

Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees, expert witness fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the CONSULTANT.

CONSTRUCTION OBSERVATION [IF EXPRESSLY INCLUDED IN SCOPE]

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and the CONSULTANT, in order to observe the progress and quality of the Work completed by the Contractor to the extent within CONSULTANT's scope. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the quality or quantity of Contractor's work but rather are to allow the CONSULTANT to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the CONSULTANT shall keep the CLIENT informed about the progress of the Work and shall advise the CLIENT about observed

deficiencies in the Work. If the CLIENT desires more extensive project observation or fulltime project representation, the CLIENT shall request that such services be provided by the CONSULTANT as Additional Services in accordance with the terms of this Agreement. The CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES [IF CPS NOT EXPRESSLY IN SCOPE]

It is understood and agreed that the CONSULTANT's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees, expert witness fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims solely due to the negligence or willful misconduct of the CONSULTANT. If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services, and if the CONSULTANT agrees in writing signed by it, to provide such services, then they shall be compensated for as Additional Services.

INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its affiliates and their respective officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees, expert witness fees and costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or any other parties not CONSULTANT. Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

INFORMATION PROVIDED BY OTHERS

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement or otherwise related to the subject project. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The CONSULTANT shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants, contractors or other representatives.

LIMITATION OF LIABILITY

Initialed: _____ JWD _____ Consultant _____ Client

GENERAL TERMS AND CONDITIONS

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT's affiliates and their respective officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the CONSULTANT's total fee paid by CLIENT for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action or claim however alleged or arising, on any theory, unless otherwise prohibited by law.

PERMITS AND APPROVALS

The CONSULTANT shall assist the CLIENT in applying for those permits and approvals required by law for projects similar to the one for which the CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by the CONSULTANT and included in the Scope of Services of this Agreement.

RIGHT OF ENTRY

The CLIENT shall provide for the CONSULTANT's right to enter the property owned by the CLIENT and/or others in order for the CONSULTANT to fulfill the Scope of Services included hereunder. Although the CONSULTANT will exercise reasonable care in performing its services, the CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its affiliates and their respective officers, directors, employees and subconsultants (collectively, CONSULTANT) against any damages, liabilities, civil or criminal fines or penalties, attorneys' fees, expert witness fees or costs arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties with respect to payments of any amount due CONSULTANT, representations, information provided by others, indemnification, limitation of liability, ownership and re-use of instruments of service, unauthorized changes under this Agreement shall survive such completion or termination and remain in full force and effect.

SHOP DRAWING REVIEW

The CONSULTANT shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept express in the Construction Documents and information given. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, for substantiating instructions for installation or performance of equipment or systems designed by the Contractor or others, or coordination of the work with other trades. CONSULTANT's review shall not constitute approval of safety precautions or of any, construction means or methods, techniques, sequences or procedures all of which are the sole responsibility of the Contractor. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific

item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial or incomplete submissions or those for which submissions of correlated items have not been received.

SPECIFICATION OF MATERIALS

The CLIENT understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The CONSULTANT is only expected to meet industry standards, current through 90% completion of design, and may rely on manufacturers' information and representations. The CLIENT agrees that if any product or material specified for this Project by the CONSULTANT shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the CLIENT shall waive all claims as a result thereof against the CONSULTANT. The CLIENT further agrees that if the CLIENT directs the CONSULTANT to specify any product or material after the CONSULTANT has informed the CLIENT that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the CLIENT waives all claims as a result thereof against the CONSULTANT, and the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, CONSULTANT's affiliates and their respective officers, directors and employees from any damages, liabilities or costs, including reasonable attorneys' fees, expert witness fees and costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards.

SUBSTITUTIONS

Upon request by the CLIENT, the CONSULTANT shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the CLIENT's consultants or contractors as equivalent to those specified in the Construction Documents. The CONSULTANT shall be compensated for these services as "Additional Services," as well as any for services required to modify and coordinate the construction documents prepared by the CONSULTANT with those of the CONSULTANT's subconsultants and the CLIENT's consultants. The CONSULTANT also shall be entitled to adjustment(s) in schedule caused by this additional effort.

LEED Certification [IF APPLICABLE TO SCOPE]

The CLIENT and CONSULTANT mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) [or other] green building-rating system. The CLIENT understands that the Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED-certification processes and procedures as determined by the USGBC. These procedures are outside the control of the CONSULTANT, may not be uniformly implemented and may be subject to change at any time. Further, LEED certification will require input and effort from the CLIENT and the CONSULTANT as well as other consultants, contractors and other parties associated with the Project that are not parties to this Agreement. The CONSULTANT will make reasonable efforts to facilitate and coordinate the LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. The CONSULTANT cannot, however, guarantee LEED certification or the actual performance of the building based on the CONSULTANT's design drawings, specifications, or resource use or consumption modeling for the Project, nor can it guarantee certain performance levels anticipated through the LEED certification process.

UNAUTHORIZED CHANGES

In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the CONSULTANT without obtaining the

GENERAL TERMS AND CONDITIONS

CONSULTANT's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or loss, including reasonable attorneys' fees, expert witness fees and costs, arising from or related to such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the CONSULTANT's construction documents without the prior written approval of the CONSULTANT and that further obligates the Contractor to indemnify and hold harmless both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without such proper authorization to the same extent that CLIENT is obligated to indemnify and hold harmless CONSULTANT pursuant to this paragraph, "Unauthorized Changes".

ENTIRE AGREEMENT

This Agreement is the entire agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

INSURANCE

CONSULTANT and any subconsultants shall maintain, to the extent applicable to the Scope, Professional Liability, Workers' Compensation, Commercial General Liability Insurance and Business Automobile Insurance, at such limits as its broker may recommend, at its cost. If CLIENT requires insurance in excess of what the CONSULTANT normally carries, the additional cost shall be paid by CLIENT as a reimbursable expense under this Agreement.

MISCELLANEOUS

This Agreement shall be governed by the law of the principal place of business of the project.

Any claim, dispute or other matter arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or institution of an action or proceeding by either party. The CLIENT and the CONSULTANT shall try to resolve claims, disputes and other matter between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. If the matter subject of mediation cannot be resolved within ninety (90) days after the request for mediation is filed, then either party may commence an arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, then in effect or commence an action or proceeding in a court having jurisdiction, thereof. The parties agree to split the mediator's fee and/or arbitration fees, if any, and any filing fees, equally. The mediation and/or arbitration shall be held in the place where the project is located, unless another location is mutually agreed upon, in a writing signed by both parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction, thereof. Any arbitration award shall be in writing and set forth in a written decision each ground upon which the decision and award are based. Any arbitration award shall be enforceable and reduced to a judgment in any court having jurisdiction, thereof.

Unless otherwise provided in the Scope of Services, the CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

Initialed: _____ JWD _____ Consultant _____ Client

GENERAL TERMS AND CONDITIONS

FEE SCHEDULE

July 2014 to June 2015 Hourly Billing Rates

Senior Vice President/Branch Manager.....	\$230.00
Vice President/Project Director.....	\$200.00
Assistant Vice President/Project Director.....	\$175.00
Senior Project Manager.....	\$165.00
Senior Engineer.....	\$150.00
Project Manager.....	\$140.00
Project Engineer.....	\$120.00
Senior Inspector/Coatings Inspector.....	\$105.00
Engineer/Inspector.....	\$95.00
Senior Technician.....	\$85.00
Engineering Technician.....	\$75.00
Technician.....	\$60.00
Administration.....	\$55.00
Court Testimony/Deposition.....	Negotiated

REIMBURSABLE EXPENSES

Direct, Non-salary expenses will be billed at 1.2 times cost:

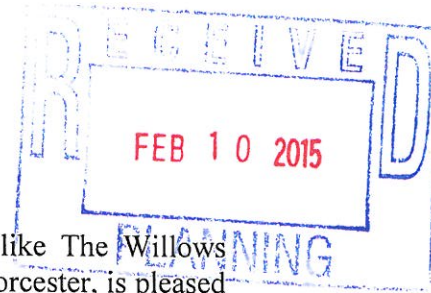
1. Transportation and living expenses incurred for assignments outside of the closest CONSULTANT office, including the use of rental cars.
2. Shipping charges for plans, equipment, etc.
3. Purchase of specialized equipment and rental of equipment from outside vendors.
4. Reproduction of drawings and reports.
5. Construction materials and spent tools specifically for the project.
6. Automobile expenses for personal or company vehicles will be charged at \$0.50 per mile plus toll charges for travel from the CONSULTANT office to the project and return and for travel at the job in conduct of work. No mark-up of this charge.
7. Insurance in excess or in addition to insurance coverage's or at limits not normally carried by CONSULTANT or its subconsultants.

Services of Others

On occasion, CONSULTANT engages the specialized services of others as subconsultants on the project. When considered necessary in CONSULTANT's sole discretion, subconsultants will be used. The CLIENT agrees to reimburse the actual cost of these services plus a 20% service charge prior to the release of any work product which involves subconsultants' work.

Initialed: _____ JWD _____ Consultant _____ Client

SALMON Health and Retirement Senior Community



SALMON Health and Retirement, which owns and operates communities like The Willows Premier Retirement Communities for Active Adults in Westborough and in Worcester, is pleased to propose a new 55+ community in Medway, MA.

The Salmons have always strongly believed that offering a continuum of housing and health care options is best for their customers and their families. While the exact configuration has not yet been determined, we expect that the campus would be home to freestanding homes/cottages with attached garages, apartment homes in a common building—all featuring full kitchens, washers and dryers, etc.—and both traditional assisted living and memory care assisted living apartments, as well as a medical office building.

The proposed campus would feature a vibrant, full-service, active retirement community offering spacious, maintenance-free, independent living apartment homes and cottages, award-winning, chef-prepared meals in multiple dining venues, and abundant, on-site amenities.

Some of these amenities would likely include a bank, spa, salon/barber shop, fitness center, indoor pool, general store, library, billiards lounge, workshop, creative arts studio, greenhouse, great room equipped with a stage and bar, ‘pavilion’ clubhouse and so much more for the convenience and enjoyment of the residents.

This campus would also offer assisted living residences—a warm and gracious setting for seniors needing a little help with daily routines, featuring private and shared apartments. Residents would receive individual attention from our nurses, dedicated Alzheimer’s professionals, skilled recreation team and expertly trained personal care attendants, and would have access to social services. Residents would also enjoy delicious meals, abundant social events and recreation, local transportation, community and intergenerational programs and 24-hour emergency response.

Last but not least, the campus would include a medical office building. In a win-win scenario, the suites would largely be geared toward 55+ related medical professionals, allowing convenient onsite access to these professionals for all our residents and the greater community.

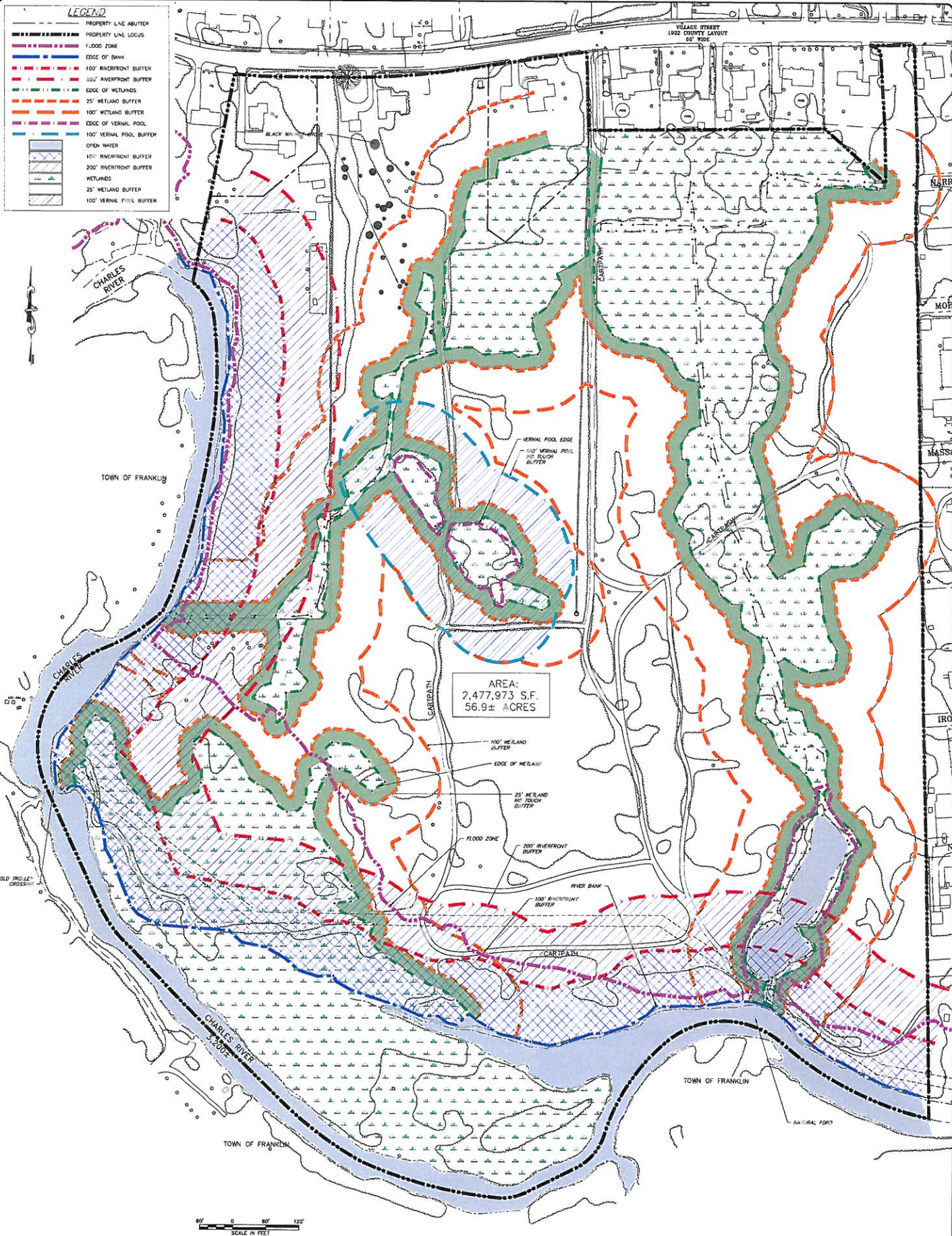
The Salmon family, who has been serving families in Central Massachusetts for over 60 years, is looking forward to a high level of integration with their proposed community and the folks living in and around Medway. In addition to the medical office space on-site, we plan to host social and educational programming offered to the public.

We are excited about the magnificent views offered on this site along the Charles River. We plan to design the building and site to take advantage of and maximize the views, and we hope people would have direct access to natural walking paths. This location makes sense for our organization and fits within our strategic plan, allowing us the opportunity to expand our service area alongside SALMON VNA & Hospice, formerly the VNA and Hospice of Greater Milford.

Our proposed community would truly open up a world of new opportunities. Residents would find a style and pace that would let them be themselves, with the freedom to do as much—or as little—as they'd like.

Proposal

- Independent cottage homes (attached to the main building): 15
- Independent cottages homes (detached/separate from the main building): 56
- Independent congregate apartment homes: 54
- Traditional assisted living apartments: 60
- Memory impaired assisted living apartments: 40
- Medical office building
- Pavilion building (clubhouse type)



CONSERVATION AREAS
 257 VILLAGE STREET
 MEDWAY, MASSACHUSETTS 02053

Drawn: 2/2/2010 Project No.: 044.0 Scale: 1" = 50'

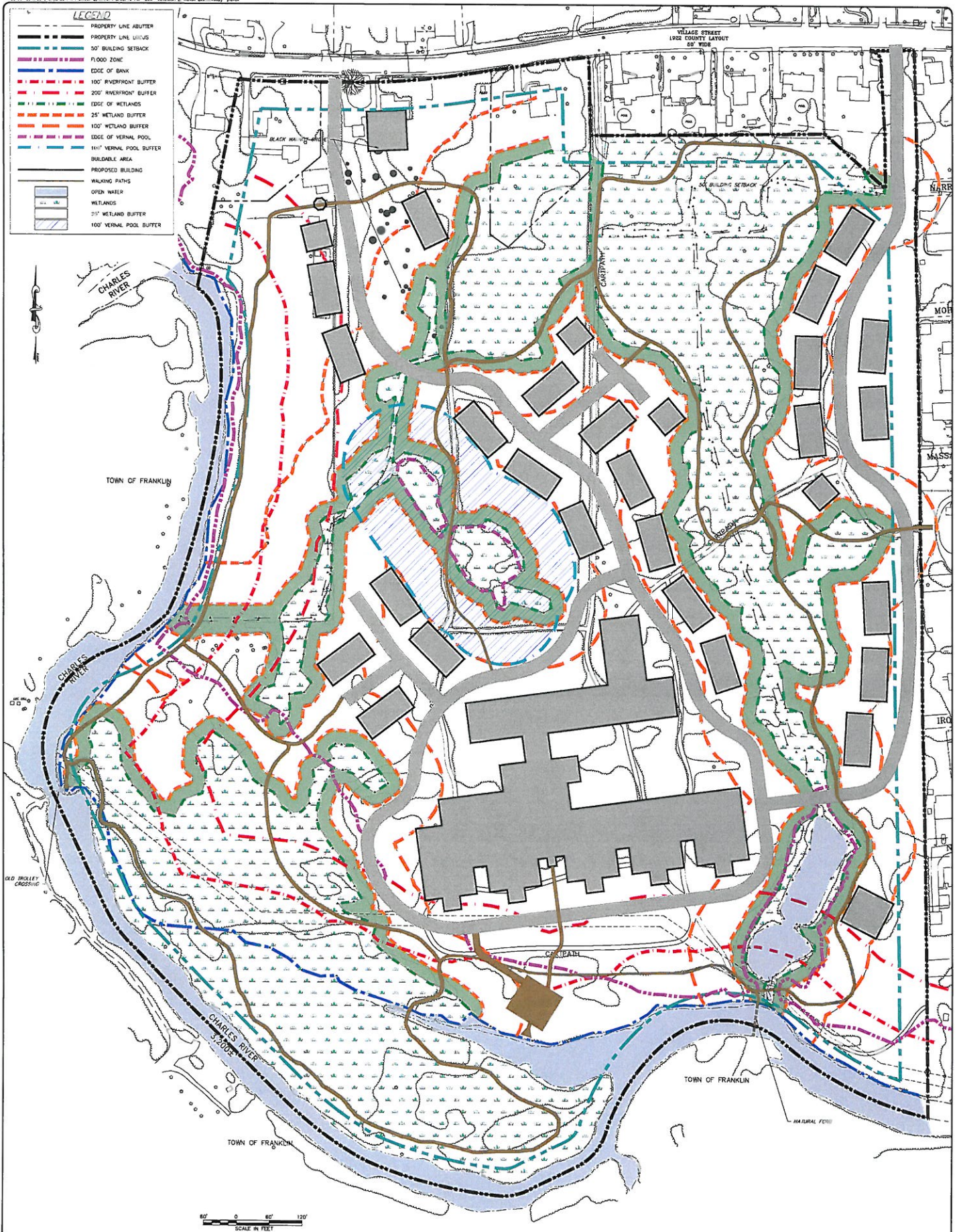
CIA
 CONSULTING INCORPORATED
 100 WASHINGTON STREET
 MEDWAY, MASSACHUSETTS 02053
 TEL: (508) 535-0000 FAX: (508) 535-0001
 WWW.CIA-MASS.COM

DATE PLOTTED: 2/2/2010 3:12:53 PM
 PLOT SCALE: 1" = 50'

DARIO DESIGNS
 ARCHITECTURE
 DESIGN
 PLANNING
 CONSULTING

CONBCO
 Engineers & Scientists
 4 FIRST STREET, BROADWATER, MASSACHUSETTS 02134
 PHONE: (508) 851-2310 OR (508) 794-3210 FAX: (508) 851-2394
 WWW.CONBCO.COM

No.	Revised/Issued	By	Date



ROADS AND TRAILS
 257 VILLAGE STREET
 MIDWAY, MASSACHUSETTS 02053

Date: 2/01/2019 Project No. 254-D Scale: 1"=60'

Design Group 6 B14
CIA
 177 Avenue Park Drive
 North Attleboro, MA 01937
 Phone: (508) 851-1212 Fax: (508) 851-1212
 www.cia-engineers.com

DESIGNED: _____ DRAWN: _____ CHECKED: _____

PROFESSIONAL SEAL

DARIO DESIGNS INC.
 ARCHITECTURE
 DESIGN
 PLANNING
 CONSULTING

CONBCO
 Engineers & Scientists
 4 FIRST STREET, BROOKFIELD, MASSACHUSETTS 02745
 PHONE: 508-851-1212 OR 508-348-1332 FAX: 508-851-1299
 WEB: www.conbco.com

NO.	REVISION	DATE	BY	CHK.

Medway Pre-Application Meeting
for
Salmon Heath and Retirement Senior Center
Medway, Massachusetts
February 10, 2015 – 7:00PM

AGENDA

PAUL KENNEY (Lawyer) – Introduce team.

JEFF ROBINSON (Owner) – Introduce Salmon Health

DARIO DIMARE (Architect) – Project Overview

- Cottages
- Attached Cottages
- IL
- AL
- MC
- Medical Office
- Pavilion
- Walking Trail
- Integrated community & consistency with town's historical development
 - Similar scenic, Village Street frontage setback, height, & style
 - Similar New England style architectural design across entire campus
 - Similar nice village campus layout with sidewalks
 - Cottages with 2-car garage parking to minimize on-street parking
 - Convenient public access to Charles River and natural areas

SHANE OATES (Civil Engineer) – Conservation and Site status. (What we have done to date.)

- Flag site wetlands, banks, buffers, etc.
- Walked site
- Document flagging
- Preliminary meeting with CON-COM
- ANRAD

DAVID THOMPSON (Landscape Architect)

- Sum up 4 step process
 - A. *Identify Conservation Areas* (Secondary–River, Pond, Ford, Walnut Grove, & Trolley Crossing)
 - B. *Locate Residential Sites*
 - C. *Align Streets and Trails*
 - D. *Draw in Lot Lines*

PROPOSED SEWER EXTENSION MORATORIUM
2-4-2015

ARTICLE _____

To see if the Town will vote to amend the General By-laws by inserting a new Article XXIX as follows:

29.1. Purpose: This by-law is adopted pursuant to the Home Rule Amendment. The purpose of this by-law is to conserve the town's limited available sewage disposal capacity in order to protect the public health and welfare.

29.2. Applicability: Any and all extensions of the town's municipal sewer system are hereby prohibited. No town board, commission, committee, official, or entity shall grant any permit or approval that would allow for the extension of the town's municipal sewer system beyond that currently in existence.

29.3. Connections: Nothing in this by-law shall prevent the grant of a sewer connection permit for property that abuts on that portion of a public or private way with an existing sewer line.

29.4. Severability: If any section of this by-law is ruled invalid by a court of competent jurisdiction, such ruling will not affect the validity of the remainder of the by-law.

or to act in any manner relating thereto.

BOARD OF SELECTMEN

Promote
Walkability

ARTICLE : To amend the Medway Zoning Bylaw by adding a new Sub-Section DD. Multifamily Housing to SECTION V. USE REGULATIONS as follows:

DD. Multifamily Housing

1. Purpose: The purpose of this sub-section is to further the goals of the Medway Master Plan and the Medway Housing Production Plan to encourage the provision of a diversity of housing types, to promote compact development, and to increase the number of affordable housing units by establishing a special permit option to allow for the development of Multifamily Dwellings or Apartment Houses, and Multifamily Developments within the capacities of existing Town services. (Perhaps we should specify water and sewer.)

2000
feet

2. Applicability: The Planning and Economic Development Board may grant a special permit for a Multifamily Dwelling or Apartment House, and a Multifamily Development as follows:

Asites
an
Overlay

a) On a tract of land within the AR-I or AR-II zoning district whether on one parcel or a set of contiguous parcels, with a minimum of 50 feet of primary pedestrian access frontage on an existing public way and located within 3000 feet (or 1/2 mile) of a Commercial/business zoning district. The public way shall, in the opinion of the Planning and Economic Development Board, have sufficient capacity to accommodate the projected additional traffic flow from the development.

The maximum size of parcel(s) for a Multifamily Development shall not exceed _____ acres.

as show

[Note: This language limits eligible parcels to those being near commercial facilities in order to encourage pedestrian-friendly development and ready access to consumer services. Not sure we want to encourage apartments far off in outer parts of the AR-I district. Limiting this special permit to the AR-II district almost accomplishes the same thing, but the 3000-foot limit would allow for multi-family dwellings in AR-I properties on the edge of AR-II and close to a commercial district]

b) These provisions apply to the following:

- 1) The alteration/conversion of existing buildings (such as Castronics at Village & Walker Streets and the American Legion building)
- 2) Construction of new buildings or additions to existing buildings

3. Density and Dimensional Regulations

a) The minimum dimensional requirements shall be the same as for the zoning district in which the parcel is located unless the Planning and Economic Development Board varies adjusts the dimensional requirements if, in its opinion, such change adjustment will result in a more desirable design of the development. than could otherwise be achieved without variation of the district's standard dimensional requirements.

- b) Legally pre-existing nonconforming parcels not in common ownership with abutting parcels and legally, pre-existing nonconforming buildings shall be eligible for a multifamily housing special permit provided they do not increase any nonconformity and can demonstrate compliance with the parking and open space requirements of this section.
- c) The overall density of a Multifamily Development shall not exceed ~~20~~ 12 dwelling units per acre, except that the Planning and Economic Development Board may increase the density when the Multifamily Development involves the adaptive reuse of an existing structure at least 75 years of age or provides 25% of the dwelling units as affordable. (MORE NEEDED HERE ON WHAT THE DENSITY BONUS WOULD BE. Gino is working on that.)

[Note: This conforms to the state's minimum 40R requirement for townhouses. If the American Legion/Cutler Street project has 10 units on the .65 acre site, that's about 15.4 units per acre. Keep in mind that the site is adjacent to a cemetery so it feels like it has more space.]

- d) The shortest distance between buildings within a Multifamily Development shall not be less than ___ feet. *[Note: Perhaps this should be in Rules and Regs in order to allow some flexibility.]*
- e) Maximum building height: 2.5 stories or 40' . . *[These are just pretty standard requirements for residential areas].*
- f) Maximum building length: 125' on its longest side with offsets of at least 3' provided at intervals of at least 50' more or less. *[Note: Perhaps this should be in Rules and Regs in order to allow some flexibility.]*

4. Special Regulations

- a) Affordable Housing Requirement: Projects approved pursuant to this Sub-Section shall comply with the Town's Affordable Housing requirements as specified in Section V. X of the Zoning Bylaw. ~~A minimum of _____% of units within a Multifamily Development of six or more dwelling units must be Affordable Housing Units.~~
- b) Notwithstanding any requirements of the Massachusetts Department of Housing and Community Development for inclusion of affordable housing units on the Chapter 40B Subsidized Housing inventory, the average bedroom count of a Multifamily Dwelling or Apartment House or a Multifamily Development shall not exceed 2 per unit.
- c) Open Space: There shall be an open space area equal to at least 15% of the parcel(s) total area. This area shall be unpaved and may be landscaped or left natural, with the balance being trees, shrubs and grass suitable for the site. This area shall not be built upon but may include a play area.
- d) Parking: At least 1.5 off-street parking spaces shall be provided for each dwelling unit plus 1 additional visitor parking space for every 2 dwelling units.

- e) There shall be Town water and sewer available in the public way on which the development has its frontage and said water and sewer lines shall have sufficient capacity to accommodate the project.
 - f) A multifamily building shall not contain more than 12 dwelling units.
 - g) Any Multifamily Development shall not exceed 40 dwelling units.
5. Rules and Regulations: The Planning and Economic Development Board shall adopt *Multifamily Housing Rules and Regulations* which shall include application submittal requirements, public hearing and review procedures, and site development and design standards including but not limited to landscaping, buffering, lighting, building style, pedestrian access, off-street parking, utilities and waste disposal.
6. Development Limitation: The maximum number of Multifamily Dwelling units authorized pursuant to this section shall not exceed ~~10~~ 5 percent of the number of detached single-family dwellings located in the Town of Medway, as determined by the Board of Assessors. (Note – The Assessor’s office reports that Medway has 3,686 single family detached housing units as of 1-1-15. 5% of that = 184 multifamily dwelling units.)
7. Special Permit Procedures:
- a) The special permit application, public hearing, and decision procedures shall be in accordance with this Sub-Section, the Planning and Economic Development Board’s *Multifamily Housing Rules and Regulations*, and Section V. C. of this Zoning Bylaw.
 - b) Application Requirements. The Applicant shall submit a Multifamily Housing special permit application together with the size, form, number, and contents of the required plans and any supplemental information as required in the Planning and Economic Development Board’s *Multifamily Housing Rules and Regulations*.
 - c) The special permit review of Multifamily Dwelling or Apartment Houses, and Multifamily Developments shall incorporate site plan review pursuant to Section V. C. of this Zoning Bylaw.
8. Decision: The Planning and Economic Development Board may grant a Multifamily Housing special permit with any conditions, safeguards, and limitations necessary to mitigate the project’s impact on the surrounding area and to ensure compliance with this Sub-Section and Section V. C. of the Zoning Bylaw upon finding that the Multifamily Dwelling or Multifamily Development will:
- a) meet the purposes and requirements of this Sub-Section, and the Planning and Economic Development Board’s *Multifamily Housing Rules and Regulations* and *Site Plan Rules and Regulations*;
 - b) is consistent with the goals of the Medway Master Plan and the Medway Housing Production Plan;

- c) not have a detrimental impact on abutting properties and adjacent neighborhoods or such impacts are adequately mitigated;
- d) allow for greater variety and types of housing stock.

And to amend SECTION II Definitions by inserting the following definition in alphabetical order:

Multifamily Development – A residential development of more than one building comprised of multifamily dwellings and which may also include one single family house and one or more two-family houses.

And to authorize the Town Clerk to retitle/renumber this sub-section, if approved, to be incorporated into a recodified Zoning Bylaw (Article ____), if approved by Town Meeting.

Or to act in any manner relating thereto:

Planning and Economic Development Board
Affordable Housing Trust

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EXISTING DEFINITIONS

Multifamily Dwelling or Apartment House – A building intended and designed to be occupied by more than two families living independently in separate dwelling units.

Dwelling – A building or portion thereof designed exclusively for residential occupancy, including single family, two family, and multiple family dwellings, but not including hotels, motels, boardinghouses, trailers, or structures solely for transient or overnight occupancy.

INFO on EXISTING MULTIFAMILY HOUSING IN MEDWAY (for density comparison)

53 Main Street – Brick House (apartments)

32 units (31 one-bedroom and 1 efficiency)

2.2 acres

14.5 units/acre

14 Mechanic ST - at corner with Oak Street (apartments)

12 units in 2 buildings (10 two bedroom and 2 one-bedrooms)

1.6 acres

7.5 units/acre

7 & 9 Cottage Street (apartments)

20 units total in 4 buildings

Combined 2.4 acres

8.3 units/acre

Kenney Drive (MHA Senior Housing)

27 apartments in 5 buildings

5 acres

5.4 units/acre

Lovering Heights (MHA Senior Housing)

60 apartments (5 buildings)

2.78 acres

21.6 units/acre

Colonial Park/Heritage Drive – off of Lovering Street (condos)

20 townhouses in 4 buildings

Approximately 3 acres

6.7 units/acre

Woodside Condos/Kingson Lane (condos)

52 townhouses in 9 buildings

12.48 acres

4.2 units/acre

Anderson Village (Condos)

20 apartments (ranging in size from 827 sq. ft. to 1113 sq. ft.)

1.7 acres

11.7 units/acre

Sanford Mill (Condos)

69 apartments
3.2 acres
21.6 units/acre

Pine Ridge (Condos)

20 townhouses in 5 buildings
6.74 acres
3 units/acre

Williamsburg (Condos)

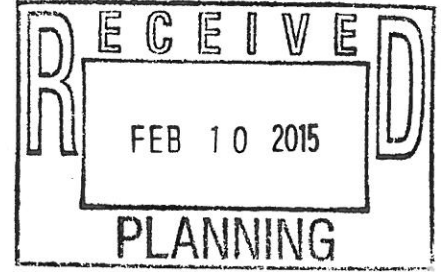
18 townhouses in 9 duplex buildings
5.2 acres
3.5 units/acre

Charles River Village (Condos)

11 single family detached homes
3.43 acres
3.2 units/acre

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PROPOSED MULTI-FAMILY DEVELOPMENT DENSITY
(PGC Associates - 2/10/15)



Base Density: 12 units/acre

Bonus Units:

1. Rehabilitation that preserves and/or enhances architectural features of "historic" building = 1 bonus unit
2. Applicable bonuses in affordable housing bylaw also apply.
3. [optional] In addition to #1 above, an additional adaptive use bonus unit for each 3000 square feet of existing interior finished space that is rehabilitated.
4. Bonus units are at the discretion of PEDB and subject to meeting all other requirements of the bylaw and an adequate site plan.

As applied to Legion project:

Base density:	7 units (.65 acres x 12 = 7.8)
Required affordable units:	1
Adaptive use bonus:	1
SUBTOTAL	8 units of which 1 is affordable

Assume 4 additional affordables: 2 (1 bonus per 2 additional affordables)

TOTAL 10 units of which 5 are affordable

If #3 above is added: 2 (6168 ft² finished area/3000)

OPTIONAL TOTAL 12 units of which 5 are affordable

Note: Without #3, if project includes 7 affordable units, then the maximum would be 11 units.

GK →
Per PEDB