

TOWN OF MEDFIELD

# MEETING NOTICE

POSTED:

RECEIVED TOWN CLERK  
TOWN OF MEDFIELD MASS  
2017 JUL 28 P 12:01

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 1A AS AMENDED.

Board of Selectmen

Board or Committee

| PLACE OF MEETING                                      | DAY, DATE, AND TIME              |
|---|----------------------------------|
| Town Hall, Chenery Meeting Room 2 <sup>nd</sup> floor | Tuesday August 1, 2017 @ 7:00 PM |
|   |                                  |

## AGENDA (SUBJECT TO CHANGE)

### Call to Order

Disclosure of Video Recording

Announcement: We want to take a moment of appreciation for our Troops serving in the Middle East and around the World.

### Appointments

**7:05PM** Police Chief Robert Meaney

*Request Selectmen vote to appoint police officer candidate Catrina Callow*

**7:15PM** Kristin Chin, Library Director and Michelle Feinsilver, Medfield Garden Club

*Continued Discussion of request for funding for the Medfield Public Library Rain Garden and Native Pollinator Garden*

### Citizen Comment

### Action Items

Maurice Goulet, DPW Director, requests the BOS to sign all SERSG DPW Supply Contracts (previously voted to award)

|                      |   |
|----------------------|---|
| Aggregate Industries | 60.75/Ton Bituminous Hot Mix                        |
| Boro Sand and Stone  | 12.44/Ton Stone Dust                                |
| Peterson Oil         | 1.96/Gallon Unleaded, 1.97/Gallon Diesel            |
| Lorusso Corporation  | 14.74/Ton ¾" Stone, 90.10/Ton Bituminous Winter Mix |
| Hi-Way Concrete      | 362/each Concrete Block Catch Basins                |
| G. Lopes             | 15.38/Ton Washed S for Snow and Ice Removal         |
| EJ USA               | 289/each Drain Manhole Covers/Catch Basin Frames    |
|                      | 299/each Catch Basin Frames (4 flange)              |
| UNIVAR               | 1.76/Gallon Sodium Hydroxide                        |
| Bowden& Remington    | 15.41/Pail Sodium Hypochlorite                      |



Maurice Goulet, DPW Director, requests the BOS to sign the Chapter 90 reimbursement request for North Street Redesign in the amount of \$3,689.50

Maurice Goulet, DPW Director, requests BOS to vote to sign one year contract with EOMS Recycling, Inc., West Bridgewater for collection services of recycled food waste. Atty Cerel reviewed and approved

Vote to accept and sign acceptance plans for portions of Erik Road and Quarry Road Extension

Sarah Raposa, Town Planner, request the BOS to authorize Michael Sullivan to sign grant proposal to MAPC for technical assistance in Cultural Asset Mapping

Discussion and Appointment of Veterans Services Officer

Accept resignation of Fred Bunker from Medfield Energy Committee

Affordable Housing Trust Appointments  
*Vote to appoint final AHT Member*

Resignation letter from H. Tracy Mitchell Trust Fund Commissioner due to his move from Medfield

Discussion and appointment of Interim Fire Chief

Jerry McCarty, Facilities Director, requests BOS to award and sign the contract for the Town Hall Roof Repair to Stanley Roofing Company in the amount of \$42,500

## **Discussion Items**

Selectmen Guidance to MSHMPC as proposed by Selectmen Murby

Discussion of Draft version of Overall Town Goals

## **Licenses and Permits (Consent Agenda)**

Jean Mineo requests a permit for a one day wine and alcohol license and permit to hold "Dinner in the Field" atop MSH Sledding Hill on August 26, 2017 5-9PM.

Charles Peck requests a sign permit for Amilia's Light to promote a Golf Tournament to be held on August 14

Thomas Upham House requests permission to use the area at Baker's Pond for annual *Grandparents Day* Cookout on Sunday September 10; request permission to setup for event on Saturday September 9

High School Student Council requests permission to hold a car wash behind Town Hall on August 27 or second choice September 10

Trustees of Reservation requests one-day wine and malt beverage permit for event on Sunday, Aug 20

Resident Janet Nickerson requests a one-day wine and malt beverage permit for family event on Friday August 12 to be held at the Church of the Advent 5:30 to 10:00 PM



Youth Basketball Organization requests permission to place signs advertising registration is open.  
Signs in place August 3-24

Medfield Memorial Library Centennial Committee requests permission to display signs promoting the Sunday October 1 Celebration, also requesting that Route 109 be closed for approximately one hour.

High School Girls Basketball team requests permission to hold a car wash behind Town Hall Saturday, September 9, 2017 9AM to Noon.

### **Town Administrator Update**

Discuss meeting with John Kelly regarding revised Dale Street Proposal

### **Selectmen's Reports**

### **Informational**

Copy of recent Cherry Sheet from DOR

Wheelabrator, Millbury announces annual fee rate increase

Received notice from Norfolk County Commissioners regarding Medfield FY18 County Tax in the amount of \$119,791.68

Regarding Municipal Elections to the Metropolitan Planning Organization; nomination papers due September 29; election Wednesday October 25 at the MAPC Fall Council Meeting

Medfield ConCom public hearing notice for new common driveway at 331 North Street ( 8/3), Packet of Information and Notice of Intent for 331 North Street

ZBA public hearing notice for modification of Seventh Wave Brewing decision (8/9)

Copy of Planning Board Notice of Decision regarding Medfield Holdings LLC

Solect Energy Development check in the amount of \$14,144

Notification from Representative Garlick regarding Marijuana Bill

Letter of support for Veterans' Agent applicant Bill Gallagher, from Ann Thompson

MMA announces return of annual Statewide Essay for 8<sup>th</sup> graders and 3<sup>rd</sup> grade Poster Contest

Thank you letter from Medfield Garden Club for approving the funding request of \$2,500

Letter from Mr. and Mrs. Cianfrocca opposing the proposed daycare at 75 High Street

Notification that the EPA has delayed implantation of the MA MS4 General Permit

*E. O'Neil*  
1-28-17





Robert E. Meaney, Jr  
Chief of Police

Town of Medfield  
**Police Department**  
Medfield, Massachusetts 02052

*Headquarters*  
110 North Street  
Phone (508) 359-2315  
Fax (508) 359-6926

August 1, 2017

To: Medfield Board of Selectmen  
From: Chief Robert Meaney  
Subj: Request for Police Officer Appointment

The Medfield Police Department currently has one opening for the position of patrol officer. I mentioned at the previous Board of Selectmen meeting that I intended to have the background check on the third individual completed for the August 1<sup>st</sup> meeting and that has been done.

Catrina Callow

Lifelong Medfield resident  
Graduate of Medfield High School in 2007  
Bachelor of Science Degree (Cum Laude) in Criminal Justice from Bay Path University in 2011

Catrina's work background is in security. She worked at the Infinity Center and for the past four years has served as a security officer at the Natick Collection. She is currently third in command and in addition to her normal duties, is also the training officer. In relation to this position, the Natick Police Department had very positive comments about her.

She has a conversational level of ability in Spanish, which would be very helpful to our department as well as surrounding agencies.

Catrina is currently a caregiver for a local special needs child which resulted in outstanding comments from the family about her ability to relate to this young



person. I see this as another very positive attribute which we can put to exceptionally good use.

I request that Catrina be given a conditional offer of employment so she can be scheduled for her medical physical and physical agility test with the intent for her to begin the police academy in the fall.

Thank you



## **Medfield Public Library Rain Garden and Native Pollinator Gardener Introduction and Rationale**

The Medfield Public Library is requesting \$5,968.68 from the Town of Medfield's Local Meal Tax Fund to create a rain garden and a pollinator garden at the entrance of the library. The total cost of the project is \$ 9,468.68 (Appendix A) .

Increasing water bans and localized urban flooding identify a need to educate the community about gardening and landscaping practices that will reduce water consumption and manage storm water runoff. The library is excited to further its goal as a community educator with this important project. Its downtown location is at the geographical heart of the town's maximum foot traffic. There are several walkways moving horizontally and vertically from the main entrance. A rain garden and accompanying native pollinator garden would provide limitless educational opportunities to any citizen, young or old, as they enter the library or use the walkways to access surrounding businesses and town Hall across Main Street.

Rain gardens are an inexpensive, simple to implement and environmentally sound solution to residential and urban storm water runoff caused by increased imperviousness of roads, parking lots and other hard surfaces. By mimicking the natural absorption of a forest or meadow, rain gardens can absorb runoff more efficiently – as much as 30% - 40% more than a standard lawn. By capturing rainwater in a rain garden, holding it, and then slowly releasing it into the soil, the rush of runoff from a large storm can be slowed and cleaned – quickly, neatly and naturally. Rain gardens are low-tech, inexpensive, sustainable, aesthetically pleasing and teachable landscape features. By using native plants in both gardens, the need for irrigation will be less because the natives have a deep root system and can better withstand drought conditions. Also, the plants attract pollinators native to the Northeast such as numerous species of bees, wasps, flies, beetles, butterflies, moths, bats and hummingbird; all contributing to the pollination of crops and flowering plants.

Volunteers from the Medfield Garden Club have vetted landscape design companies for the project and recommend Land Escapes Design, a sustainable garden design company. Land Escapes will provide the garden design and the site prep (soil, amendments and rocks). The suggested plants will be purchased from Garden in The Woods, an organic nursery specializing in native plants. Informational signage featuring QR codes will direct people to library resources; further enhancing the educational component of the project. Medfield groups and private citizens will be asked to help with the actual planting under the guidance of Medfield Garden Club volunteers; making this a true community project.

The project is slated to begin in late September-early October since the cool weather in early fall is best for planting. It is estimated that it will take a day for the site prep and 2-3 days for planting. Signage will be installed in the spring after the gardens are better established. We will hold a grand unveiling of the gardens during Earth Week in April, 2018 and the library will host workshops and public programs for all ages on adapting our gardens and landscape to deal with the effects of climate change.



Rain Gardens are a beautiful and colorful way for homeowners, businesses and municipalities to help ease storm water problems. There is a growing national trend by municipalities and homeowners to incorporate natural processes such as rain gardens to help relieve flooding and pollution. It is our hope that this project will start a critical conversation about water conservation and management in town making Medfield a model for neighboring cities and towns in community education on sustainable landscapes.



# L A N D E S C A P E S

Medfield Garden Club  
Michele Feinsilver  
Medfield Library  
468 Main St  
Medfield MA 02052

Proposal Date: May 1, 2017

**Job Description: Medfield Library Rain Garden**

| <u>Botanical Name</u>      | <u>Common Name - "Variety"</u> | <u>Description</u> | <u>Unit Price</u> | <u>Quantity</u> | <u>Extended Cost</u> | <u>Location on Property</u> | <u>Plan I.D.</u> |
|----------------------------|--------------------------------|--------------------|-------------------|-----------------|----------------------|-----------------------------|------------------|
| Aruncus Dioicus            |                                | 1gal               | \$ 12.99          | 4               | \$ 51.96             | corner                      |                  |
| Asclepias Tuberosa         |                                | 2qt                | 15.99             | 5               | 79.95                | garden                      |                  |
| Baptisia tinctoria         |                                | 2qt                | 15.99             | 2               | 31.98                | garden                      |                  |
| Chelone glabra             |                                | 2qt                | 11.99             | 3               | 35.97                | corner                      |                  |
| Coreopsis vertic           | Zagreb                         | 2qt                | 11.99             | 5               | 59.95                | garden                      |                  |
| Dicentra eximia            |                                | 2qt                | 11.99             | 5               | 59.95                | corner                      |                  |
| Eupatorium perfoliatum     |                                | 2qt                | 11.99             | 3               | 35.97                | garden                      |                  |
| Eurybia divaricata         |                                | 2qt                | 11.99             | 3               | 35.97                | corner                      |                  |
| Eutrochium maculatum       |                                | 2qt                | 11.99             | 3               | 35.97                | garden                      |                  |
| Liatris spicata            |                                | 1gal               | 12.99             | 5               | 64.95                | garden                      |                  |
| Monarda punctata           |                                | 2qt                | 15.99             | 3               | 47.97                | garden                      |                  |
| Monarda punctata           | Red (improved)                 | 2qt                | 11.99             | 3               | 35.97                | garden                      |                  |
| Phlox paniculata           | Jeana                          | 1gal               | 12.99             | 3               | 38.97                | garden                      |                  |
| Podophyllum petatum        |                                | 2qt                | 12.99             | 5               | 64.95                | garden                      |                  |
| Polygonatum biflorum       |                                | 1gal               | 10.99             | 6               | 65.94                | corner                      |                  |
| Rudbeckia fulgida          | Goldstrum                      | 1gal               | 15.99             | 6               | 95.94                | garden                      |                  |
| Rudbeckia scoparium        |                                | 2qt                | 11.99             | 6               | 71.94                | garden                      |                  |
| Sisyrinchium angustifolium |                                | 2qt                | 11.99             | 7               | 83.93                | garden                      |                  |
| Swida sericea              |                                | 1gal               | 13.99             | 3               | 41.97                | window                      |                  |
| Symphotrichum laevis       | Bluebird                       | 1gal               | 12.99             | 5               | 64.95                | garden                      |                  |
| Thalictrum dioicum         |                                | 2qt                | 11.99             | 5               | 59.95                |                             |                  |

Land Escapes Design Inc.  
11 Harvard Street  
Arlington, MA 02476  
(617) 308-7063  
www.everydaygetaway.com



# L A N D E S C A P E S

| <u>Botanical Name</u>    | <u>Common Name - "Variety"</u> | <u>Description</u> | <u>Unit</u><br><u>Price</u> | <u>Quantity</u> | <u>Extended</u><br><u>Cost</u> | <u>Location on</u><br><u>Property</u> | <u>Plan</u><br><u>I.D.</u> |
|--------------------------|--------------------------------|--------------------|-----------------------------|-----------------|--------------------------------|---------------------------------------|----------------------------|
| Verbena hastata          |                                | 2qt                | \$ 11.99                    | 2               | \$ 23.98                       |                                       |                            |
| Zizia aurea              |                                | 2qt                | 15.99                       | 2               | 31.98                          |                                       |                            |
| Ilex glabra              | compacta                       | #5                 | 69.99                       | 3               | 209.97                         | window                                |                            |
| Leucothoe fontonesiona   | compacta                       | #5                 | 69.99                       | 2               | 139.98                         | window                                |                            |
| Rhododendron arborescens |                                | #5                 | 69.99                       | 2               | 139.98                         | garden                                |                            |
| Physocarpus opulifolius  | Coppertina                     | #5                 | 69.99                       | 1               | 69.99                          | window                                |                            |
| Hydrangea quercifolia    | pee wee                        | #5                 | 69.99                       | 1               | 69.99                          | corner                                |                            |
| Fothergilla gardenii     |                                | #5                 | 69.99                       | 2               | 139.98                         | window                                |                            |
| Clethra alnifolia        | Hummingbird, Ruby Spice        | #5                 | 69.99                       | 2               | 139.98                         | garden                                |                            |
| Itea virginica           | Little Henry                   | #5                 | 69.99                       | 2               | 139.98                         | window                                |                            |
| Gravel                   |                                | ton                | 38.00                       | 1               | 38.00                          |                                       |                            |
| Mulch                    |                                | yard               | 48.00                       | 2               | 96.00                          |                                       |                            |
|                          |                                |                    |                             |                 | \$ 2,404.91                    |                                       |                            |
| Taxable Materials        |                                |                    |                             |                 |                                |                                       |                            |
| Soil Amendments          |                                |                    |                             |                 | 50.00                          |                                       |                            |
| Disposal Fees            |                                |                    |                             |                 | TBD                            |                                       |                            |
| Delivery                 |                                |                    |                             |                 | 600.00                         |                                       |                            |
| Equipment                |                                |                    |                             |                 | 250.00                         |                                       |                            |
| Labor                    |                                |                    |                             |                 | 500.00                         |                                       |                            |
| MA Sales Tax             |                                |                    |                             |                 | 150.31                         |                                       |                            |
| <b>Rain Garden Total</b> |                                |                    |                             |                 | <b>\$ 3,955.22</b>             |                                       |                            |

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Medfield Garden Club  
 Michele Feinsilver  
 Medfield Library  
 468 Main St  
 Medfield MA 02052

Proposal Date: May 1, 2017

**Job Description: Medfield Library Pollinator Garden**

| <u>Botanical Name</u>      | <u>Common Name - "Variety"</u> | <u>Description</u> | <u>Unit</u><br><u>Price</u> | <u>Quantity</u> | <u>Extended</u><br><u>Cost</u> | <u>Location on</u><br><u>Property</u> | <u>Plan</u><br><u>I.D.</u> |
|----------------------------|--------------------------------|--------------------|-----------------------------|-----------------|--------------------------------|---------------------------------------|----------------------------|
| Asclepias Tuberosa         |                                | 2qt                | 15.99                       | 7               | 111.93                         |                                       |                            |
| Baptisia tinctoria         |                                | 2qt                | 15.99                       | 2               | 31.98                          |                                       |                            |
| Coreopsis vertic           | Zagreb                         | 2qt                | 11.99                       | 12              | 143.88                         | garden/island                         |                            |
| Dicentra eximia            |                                | 2qt                | 11.99                       | 6               | 71.94                          |                                       |                            |
| Eupatorium perfoliatum     |                                | 2qt                | 11.99                       | 3               | 35.97                          |                                       |                            |
| Eutrochium maculatum       |                                | 2qt                | 11.99                       | 3               | 35.97                          |                                       |                            |
| Helenium autumnale         | Helboro                        | 1gal               | 15.99                       | 6               | 95.94                          | garden/island                         |                            |
| Helenium autumnale         | Short n Sassy                  | 1gal               | 15.99                       | 6               | 95.94                          | garden/island                         |                            |
| Liatris spicata            |                                | 1gal               | 12.99                       | 5               | 64.95                          |                                       |                            |
| Monarda punctata           |                                | 2qt                | 15.99                       | 5               | 79.95                          |                                       |                            |
| Monarda punctata           | Red (improved)                 | 2qt                | 11.99                       | 5               | 59.95                          |                                       |                            |
| Phlox paniculata           | Jeana                          | 1gal               | 12.99                       | 4               | 51.96                          |                                       |                            |
| Pycnanthemum muticum       |                                | 1gal               | 12.99                       | 4               | 51.96                          |                                       |                            |
| Rudbeckia fulgida          | Goldstrum                      | 1gal               | 15.99                       | 8               | 127.92                         | garden/island                         |                            |
| Rudbeckia scoparium        |                                | 2qt                | 11.99                       | 8               | 95.92                          |                                       |                            |
| Sisyrinchium angustifolium |                                | 2qt                | 11.99                       | 5               | 59.95                          |                                       |                            |
| Solidago rugosa            | Fireworks                      | 1gal               | 12.99                       | 3               | 38.97                          |                                       |                            |
| Swida sericea              |                                | 1gal               | 13.99                       | 2               | 27.98                          |                                       |                            |
| Symphotrichum laevis       | Bluebird                       | 1gal               | 12.99                       | 5               | 64.95                          |                                       |                            |
| Muhlenbergia capillaris    | Regal Mist                     | 1gal               | 16.99                       | 3               | 50.97                          |                                       |                            |

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# L A N D E S C A P E S

| <u>Botanical Name</u>           | <u>Common Name - "Variety"</u> | <u>Description</u> | <u>Unit</u><br><u>Price</u> | <u>Quantity</u> | <u>Extended</u><br><u>Cost</u> | <u>Location on</u><br><u>Property</u> | <u>Plan</u><br><u>I.D.</u> |
|---------------------------------|--------------------------------|--------------------|-----------------------------|-----------------|--------------------------------|---------------------------------------|----------------------------|
| Thalictrum dioicum              |                                | 2qt                | \$ 11.99                    | 5               | \$ 59.95                       |                                       |                            |
| Verbena hastata                 |                                | 2qt                | 11.99                       | 3               | 35.97                          |                                       |                            |
| Zizia aurea                     |                                | 2qt                | 15.99                       | 3               | 47.97                          |                                       |                            |
| Leucothoe fontonesiona          | compacta                       | #5                 | 69.99                       | 3               | 209.97                         |                                       |                            |
| Rhododendron arborescens        |                                | #5                 | 69.99                       | 2               | 139.98                         |                                       |                            |
| Clethra alnifolia               | Hummingbird, Ruby Spice        | #5                 | 69.99                       | 2               | 139.98                         |                                       |                            |
| Itea virginica                  | Little Henry                   | #5                 | 69.99                       | 3               | 209.97                         |                                       |                            |
| Mulch                           |                                |                    | 48.00                       | 2               | 96.00                          |                                       |                            |
|                                 |                                |                    |                             |                 | -                              |                                       |                            |
| Taxable Materials               |                                |                    |                             |                 | \$ 2,338.77                    |                                       |                            |
| Soil Amendments                 |                                |                    |                             |                 | 75.00                          |                                       |                            |
| Disposal Fees                   |                                |                    |                             |                 | TBD                            |                                       |                            |
| Delivery                        |                                |                    |                             |                 | 400.00                         |                                       |                            |
| Equipment                       |                                |                    |                             |                 | 250.00                         |                                       |                            |
| Labor                           |                                |                    |                             |                 | 500.00                         |                                       |                            |
| MA Sales Tax                    |                                |                    |                             |                 | 146.17                         |                                       |                            |
| <b>Pollinator Garden Total:</b> |                                |                    |                             |                 | <b>\$ 3,709.94</b>             |                                       |                            |

|                       |                    |
|-----------------------|--------------------|
| <b>Project Total</b>  |                    |
| <b>(Both Gardens)</b> | <b>\$ 7,665.16</b> |

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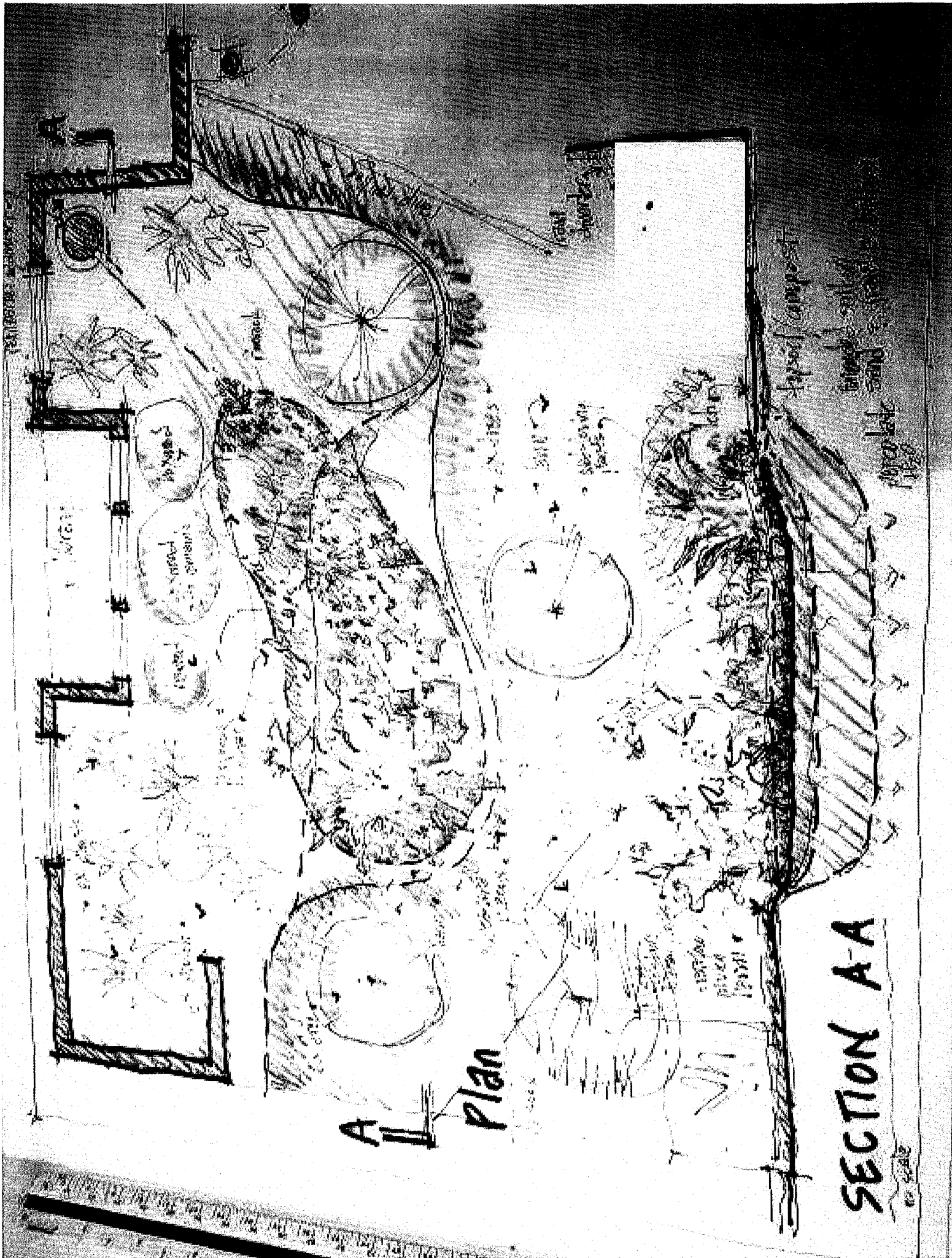


| APPENDIX A  |             |                  |           |           |           |               |   |
|---|-------------|------------------|-----------|-----------|-----------|---------------|---|
| Rain and Pollinator Garden Cost Sheet   |             |                  |           |           |           |               |   |
| Rain Garden   | Plants      | Soil Admendments | Equipment | Delivery  | Labor     | Total:        |   |
|   | \$ 2,404.91 | \$ 50.00         | \$250.00  | \$ 600.00 | \$ 500.00 | \$ 3,804.91   |   |
| Polinator Garden  | \$ 2,338.77 | \$ 75.00         | \$ 250.00 | \$ 400.00 | \$ 500.00 | \$ 3,563.77   |   |
| Removal and disposal of sod, bushes and roots:  |             |                  |           |           |           | \$ 2,100.00   |   |
|   |             |                  |           |           |           | \$ 9,468.68   |   |
| Less:   |             |                  |           |           |           |               |   |
| Friends of Medfield Library Contribution:   |             |                  |           |           |           | \$ (3,500.00) |   |
|   |             |                  |           |           |           | \$ 5,968.68   |   |
| Less:   |             |                  |           |           |           |               |   |
| Medfield Parks and Recreation remove and dispose of sod, bushes and roots.  |             |                  |           |           |           | \$ (2,100.00) |   |
|   |             |                  |           |           |           | \$ 3,868.68   | * |
| *Cost savings of removing and disposal of sod and plant material if the town utilizes the services of Mefield Parks and Rec.Department/DPW. |             |                  |           |           |           |               |   |



A II Plan

SECTION A-A







## CHAPTER 90 – REIMBURSEMENT REQUEST

City/Town: Medfield Project: Redesign North Street


Project request was approved on 5/3/16 for \$ 179,455.99

at 100% Reimbursement Rate = \$ 179,455.99

- 1) Attached are forms which document payment of approved expenditures totaling \$3689.50  
for which we are requesting \$3689.50 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$8978.07
- 3) Is this request for a FINAL payment on this project? ☐ Yes ☒ No
- 4) Remarks:

### CERTIFICATION

- A. I hereby certify under the pains and penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

  
(Signed)

Director of Public Works  
(Municipal Highway Official - Title)

7/21/2017  
(Date)

- B. I/we certify under the pains and penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 is acknowledge as applicable.

### REVIEWED AND APPROVED FOR TRANSMITTAL

by Jay A Riccauto Signed: \_\_\_\_\_

TOWN ACCOUNTANT  
(Accounting Officer's Title)

\_\_\_\_\_  
(Duly Authorized)

DATE 7/21/2017





## CHAPTER 90 – REIMBURSEMENT REQUEST

City/Town: Medfield Project: Redesign North Street

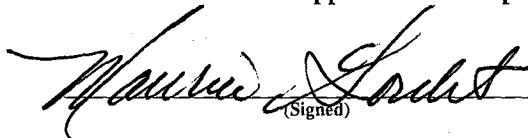
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(Signed)

Director of Public Works  
(Municipal Highway Official - Title)

7/21/2017  
(Date)

- B. I/we certify under the pains and penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 is acknowledge as applicable.

### REVIEWED AND APPROVED FOR TRANSMITTAL

by Jay A. Ricciuti Signed: \_\_\_\_\_

TOWN ACCOUNTANT  
(Accounting Officer's Title)

\_\_\_\_\_  
(Duly Authorized)

DATE 7/21/2017






**CHAPTER 90 - MATERIALS - HED 454 FORM**

City/Town of MEDFIELD

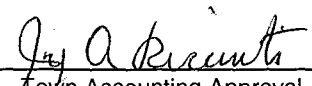
**MATERIALS** for period beginning 2/28/2017 and ending 4/18/2017  
 both inclusive, on account of Contract No 50878-09 with MassDOT Highway Division,  
 under Section 34, Clause 2(a). of Chapter 90 of the General Laws.

| VENDOR<br>NAME | ITEM                 | QTY. | UNIT | UNIT<br>PRICE | AMOUNTS       | CHECK<br># | REMARKS |
|----------------|----------------------|------|------|---------------|---------------|------------|---------|
|                |                      |      |      | \$            | \$            |            |         |
| HNTB           | Engineering Services |      |      |               | \$ 224.2100   | 189939     |         |
| HNTB           | Engineering Services |      |      |               | \$ 3,465.2900 | 191303     |         |
|                |                      |      |      |               |               |            |         |
|                |                      |      |      |               |               |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
|                |                      |      |      |               | \$ -          |            |         |
| <b>TOTAL</b>   |                      |      |      |               | \$ 3,689.5000 |            |         |

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962.  
 Signed under the penalty of perjury."



Supervisor / Foreman 7/17/17 Date



Town Accounting Approval 7/19/17 Date



February 14, 2017

TOWN OF MEDFIELD  
Office of  
Superintendent of Public Works  
Medfield, MA 02052

**HNTB**

In Account With

HNTB CORPORATION  
Architect Engineers Planners  
340 Country Road, Suite 6-C  
Westbrook, ME 04092

INVOICE NO.: 420-13551-DS-019

Period December 31, 2016 to January 27, 2017

RE: Task Orders 1 - 5 - Reconstruction of North St and Green St

Contract Maximum \$611,000.00

|  | AMOUNT<br>INVOICED THIS<br>PERIOD | TOTAL AMOUNT<br>PREVIOUSLY<br>INVOICED | TOTAL INVOICED<br>TO DATE |
|--|-----------------------------------|--|---------------------------|
| A) DIRECT SALARY COSTS (T.O. 1 - 4)          | \$ -                              | \$ 103,555.72                          | \$ 103,555.72             |
| B) OVERHEAD & PROFIT @ 1.8 OF DIRECT LABOR   | \$ -                              | \$ 201,284.37                          | \$ 201,284.37             |
| A) DIRECT SALARY COSTS (T.O. 5)              | \$ 83.24                          | \$ 653.08                              | \$ 736.32                 |
| B) OVERHEAD & PROFIT @ 1.692 OF DIRECT LABOR | \$ 140.84                         | \$ 1,105.01                            | \$ 1,245.85               |
| C) DIRECT EXPENSES                           | \$ 0.13                           | \$ 59,170.54                           | \$ 59,170.67              |
|  |                                   |  |                           |
| TOTAL  | \$ 224.21                         | \$ 365,768.72                          | \$ 365,992.93             |
|  |                                   |  |                           |
| AMOUNT DUE THIS INVOICE:                     | \$ 224.21                         | \$ 365,768.72                          | \$ 365,992.93             |

We certify that the above invoice is just and  
correct and payment has not been received

HNTB CORPORATION

BY: 

Clayton S. Patterson  
Enterprise Operations Accounting Manager

Please Remit Payment To: HNTB Corporation (Massachusetts P.C.) P.O. Box 412197 Kansas City MO 64141





vendor warrant - 5356

DDA-XXXXX5356

|  |   |  |                              |
|--|---|--|------------------------------|
| <b>TOWN OF MEDFIELD</b><br>459 Main Street<br>Medfield, MA 02052<br>508-359-8505 |   | CHECK NO. <b>189939</b><br><br>189939<br>Rockland Trust<br>Massachusetts | 50-447<br>113                |
| VENDOR   | CHECK DATE  | CHECK AMOUNT   |                              |
| 9161   | 02/28/2017  | \$224.21   |                              |
| *****224 DOLLARS AND 21 CENTS  |   |  |                              |
| <b>PAY</b>   |   |  |                              |
| TO THE<br>ORDER<br>OF  | HNTB CORP<br>P.O. BOX 412197<br>KANSAS CITY<br>MO 64141 |  |                              |
|  |   |  | <i>George K. Calin</i> MO 61 |
| ⑈ 189939 ⑈ ⑆011304478⑆ 4035356⑈  |   |  |                              |

|   |                              |  |              |
|---|------------------------------|--|--------------|
| * FEDERAL RESERVE BOARD OF GOVERNORS REG. NO. | DO NOT WRITE IN THESE SPACES |  | ENDORSE HERE |
|   | DO NOT WRITE BELOW THIS LINE |  |              |

Amount: -\$224.21

Description: CHECK

Check Number: 189939

Posted Date: 3/8/2017



March 10, 2017

TOWN OF MEDFIELD  
Office of  
Superintendent of Public Works  
Medfield, MA 02052

**HNTB**

In Account With

HNTB CORPORATION  
Architect Engineers Planners  
340 Country Road, Suite 6-C  
Westbrook, ME 04092

INVOICE NO.: 421-13551-DS-019

Period January 28, 2017 to February 24, 2017

RE: Task Orders 1 - 5 - Reconstruction of North St and Green St

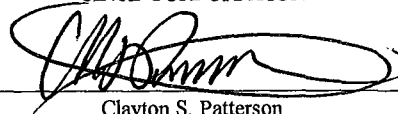
Contract Maximum \$611,000.00

|  | AMOUNT<br>INVOICED THIS<br>PERIOD | TOTAL AMOUNT<br>PREVIOUSLY<br>INVOICED | TOTAL INVOICED<br>TO DATE |
|--|-----------------------------------|--|---------------------------|
| A) DIRECT SALARY COSTS (T.O. 1 - 4)          | \$ -                              | \$ 103,555.72                          | \$ 103,555.72             |
| B) OVERHEAD & PROFIT @ 1.8 OF DIRECT LABOR   | \$ -                              | \$ 201,284.37                          | \$ 201,284.37             |
| A) DIRECT SALARY COSTS (T.O. 5)              | \$ 1,284.32                       | \$ 736.32                              | \$ 2,020.64               |
| B) OVERHEAD & PROFIT @ 1.692 OF DIRECT LABOR | \$ 2,173.07                       | \$ 1,245.85                            | \$ 3,418.92               |
| C) DIRECT EXPENSES                           | \$ 7.90                           | \$ 59,170.67                           | \$ 59,178.57              |
| <b>TOTAL</b>                                 | <b>\$ 3,465.29</b>                | <b>\$ 365,992.93</b>                   | <b>\$ 369,458.22</b>      |
| <b>AMOUNT DUE THIS INVOICE:</b>              | <b>\$ 3,465.29</b>                | <b>\$ 365,992.93</b>                   | <b>\$ 369,458.22</b>      |

We certify that the above invoice is just and  
correct and payment has not been received

HNTB CORPORATION

BY:



Clayton S. Patterson  
Enterprise Operations Accounting Manager

Please Remit Payment To: HNTB Corporation (Massachusetts P.C.) P.O. Box 412197 Kansas City MO 64141





vendor warrant - 5356

DDA-XXXXX5356

|  |   |   |               |
|--|---|---|---------------|
| <b>TOWN OF MEDFIELD</b><br>459 Main Street<br>Medfield, MA 02052<br>508-359-8505 |   | CHECK NO <b>191303</b><br><br>191303<br>Rockland Trust<br>Massachusetts | 53-447<br>113 |
| VENDOR   | CHECK DATE  | CHECK AMOUNT  |               |
| 9161   | 04/18/2017  | \$3,465.29  |               |
| *****3,465 DOLLARS AND 29 CENTS  |   |   |               |
| <b>PAY</b>   |   |   |               |
| TO THE<br>ORDER<br>OF  | HNTB CORP<br>P.O. BOX 412197<br>KANSAS CITY<br>MO 64141 | <i>George K. Colvin</i> M.D.  |               |

⑈ 191303 ⑈ ⑆011304478⑆

4035356⑈

|   |  |              |
|---|--|--------------|
| * FEDERAL RESERVE BOARD OF GOVERNORS REG. NO. * | DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE<br>FEDERAL RESERVE INSTITUTION | ENDORSE HERE |
|   |  | X            |

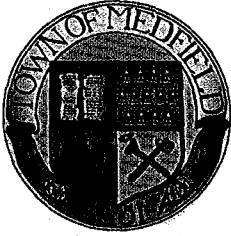
Amount: -\$3,465.29

Description: CHECK

Check Number: 191303

Posted Date: 4/26/2017





## AGREEMENT FOR GOODS AND SERVICES

### TOWN OF MEDFIELD, MA AGREEMENT

This Contract is made this 1<sup>st</sup> day of August 2017 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and EOMS Recycling Inc., of 318 Manley Street, West Bridgewater, MA (hereinafter referred to as the "Contractor").

NOW, THEREFORE, the Town and the Contractor agree as follows:

1. Goods/Services: Contractor will provide the Town with four (4) 64-gallon "Cascade" totes recycling containers for the depositing of to-be-recycled food waste by Town's residents, to be delivered to Town's transfer/recycling facility located at 123 North Meadows Road (Route 27), and to be picked up/emptied, or replaced on a weekly basis on Tuesdays. Contractor will provide one weight measurement of a full tote to allow the Town to derive reasonable estimates of food waste collected for State reporting purposes.
2. Price: \$172.00/month
3. Term: One year, commencing August 1, 2017 and terminating July 31, 2018.
4. Performance of Work: If applicable, the Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
5. Payment for Work: The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
6. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for



injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

7. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill ordinarily exercised by members of the recycling industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard. Contractor warrants and represents that it is familiar with Federal, State, and local regulations as well as industry standards relating to proper transportation and disposal of recyclable food waste.
8. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
9. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability with minimum limits of \$2,000,000, Automobile Liability with minimum limits of \$1,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
10. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
11. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
12. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.



### 13. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

14. Notice: Any notice required to be given to Contractor under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: EOMS Recycling Inc., of 318 Manley Street, West Bridgewater, MA 02379 and from time to time may have designated by written notice to the Town and shall be deemed to have been given to the Town by the Contractor under the terms of the Agreement shall be in when mailed by the Town. Any notice required to be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Town of Medfield, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Contractor and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.



15. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

Town of Medfield, by its  
Board of Selectmen:

Contractor:  
EOMS Recycling Inc., by:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_

Approved as to form:

Mark G. Cerel 7-27-17  
Mark G. Cerel, Medfield Town Counsel





RECEIVED  
JUN 09 2017  
PLANNING DEPT

**MEMORANDUM**

To: MAPC Council Representatives and Other Local Officials  
From: Marc D. Draisen, Executive Director  
Subject: Call for Project Concepts  
Date: June 6, 2017

I am writing today to invite you to submit project concepts for work to be undertaken by the Metropolitan Area Planning Council (MAPC), for the benefit of your municipality through our Technical Assistance Program (TAP). Through this Call for Project Concepts, we are soliciting ideas for projects that will commence in summer or fall 2017. Direct calls for applications are generally released twice a year in the spring and fall. Awards are made on a rolling basis pending the availability of funding, with a batch of awards often made in the late fall and late spring of each year.

Through the TAP we are able to fund a diverse range of projects. Municipalities can submit concepts for individual, community-specific projects and for multi-community projects. At this time, due to funds generously granted to MAPC by the Barr Foundation, we are particularly able to address project ideas in the following categories. However, municipalities should feel free to suggest projects that meet other needs as well.

- Arts and Cultural Planning and Creative Placemaking: Projects that engage arts, culture, and creativity to advance municipal and regional planning objectives across a range of topics, such as revitalizing neighborhoods, downtowns, village centers, or old industrial sites; housing and economic development; advancing clean energy; reducing greenhouse gas emissions or adapting to climate change; improving public health outcomes; protecting the environment; improving mobility; or generally making your community more equitable, sustainable, and resilient. Projects can include creative placemaking, creative community development, cultural asset mapping, cultural planning, arts and cultural data collection and analysis, arts and cultural policy, and projects advancing equity and inclusion, including those that use creative approaches to engaging constituencies that are traditionally under-represented in the planning process. For examples of current projects, please visit: <http://www.mapc.org/artsandculture>.
- Equitable Transit-Oriented Development: Station area or corridor plans that focus on redevelopment opportunities around subway, light rail, commuter rail, bus rapid transit, or key bus routes. Projects are expected to include an emphasis on affordable or mixed-income housing, mixed-use development (residential along with commercial or industrial), and/or economic development in smart growth locations. You can also request market analyses for the study area. These planning processes generally include meaningful community engagement, with an emphasis on traditionally under-represented populations. They can also include related topics such as public health outcomes, minimizing or mitigating displacement, and/or clean energy improvements. For examples of previous plans, please visit: <http://www.mapc.org/TOD>.

I also would like to make you aware of an imminent technical assistance opportunity provided by the Executive Office of Energy & Environmental Affairs (EOEEA), called "Planning Assistance Grants." We are anticipating that this RFR will be released over the next few weeks. We expect that these funds



can be used for implementing smart growth recommendations such as housing bylaws and ordinances, climate adaptation recommendations, zoning for land preservation, and other smart growth land use practices. Remember that MAPC can be a technical assistance provider to your community on these grants, so you may want to discuss a concept with us if you plan to use MAPC services later. MAPC may also be able to provide additional funds to augment the state and local funds if a project scope exceeds the amount available from those sources.

### **Submit a Short Project Concept**

Guidance on what to include in your project concept is provided below. After you submit a concept, we will work with you to determine the best funding source or sources for each project, based on the specific ideas you present and the timetable and criteria of the funding sources that are best suited to fund the work. Just come up with the best concepts you can in accordance with the guidelines in this memo, and we will try and fund as many projects as possible through our technical assistance resources or by working with you to apply to state grant programs. Generally speaking, we give preference to projects that advance the regional land use and policy plan, *MetroFuture: Making a Greater Boston Region*. Projects that involve multiple municipalities and projects that will advance equity within the region are always considered important priorities. For further information on the program's priorities, please see [www.mapc.org/tap](http://www.mapc.org/tap).

### **Applying for Assistance**

Please submit a short, 1-2 page maximum project concept on municipal letterhead to Land Use Director Mark Racicot at [mracicot@mapc.org](mailto:mracicot@mapc.org). Please include the following:

1. Lead Municipality and Lead Contact for Submittal: Designate a lead contact for the submittal. In the event that this is a multi-municipal proposal, indicate the lead municipality for the submittal and whether firm commitments have been secured from participating municipalities.
2. Project Description and Context: Provide a 1-2 paragraph description of the project. Provide an overview of project context, including geographic location and relevant previous and current planning efforts, e.g., plans, reports or studies.
3. Project Need and Alignment with Local, Regional, and State Goals: Describe the community need(s) the project will address, and its alignment with local, regional and/or state goals. You can learn more about the overall priorities for the TAP and each funding source at [www.mapc.org/tap/faq](http://www.mapc.org/tap/faq).
4. Project Deliverable(s) and Outcomes: Identify the specific products expected from the project, e.g., master plan, community or corridor plan, draft or adopted bylaw or ordinance, inter-municipal agreement, streamlined permitting procedures, collective purchasing agreement. Also, identify the anticipated outcomes and changes in the municipality and/or region that you expect will be achieved.
5. Community Engagement: Explain how local officials, community groups, businesses and/or institutions will be involved in the planning process, as appropriate, and how the project will involve groups that are historically under-represented in planning processes, e.g., low-income individuals, racial/ethnic minorities, youth, seniors, recent immigrants, small business owners, etc.
6. Project Timeline: Outline the anticipated project timeline and associated project milestones, e.g., must be completed in time for close of fall Town Meeting warrant in August.
7. Municipal Commitment: Describe the municipal commitment to the project. Indicate the support of the mayor, city manager, or town administrator and municipal boards, committees, and/or commissions. For single-municipality and multi-municipal project



concepts, detail each municipality's commitment to move ahead with the project in a timely fashion, e.g., will establish a multi-municipal project advisory committee to move the project along.

8. **Municipal Contribution:** Define any in-kind and/or financial contribution by the municipality to the project, e.g., X hours of municipal planner staff time or Planning Board volunteer time to assist in analysis; X dollars towards direct costs, such as meeting refreshments and translation and interpretation.
9. **Signature:** The submittal must be signed by the mayor, city manager, or town administrator. In the case of a multi-community project, the lead municipality's representative will sign the approved scope of work after the project has been accepted. For multi-municipal project concepts, it is ideal—but not required—to verify support from the mayor, city manager or town administrator in each participating municipality in the form of a signature on the submittal by all participating municipalities.

### **Funding Sources**

The MAPC TAP is funded through various sources including District Local Technical Assistance (DLTA), Planning for MetroFuture Technical Assistance (PMTA), and grants. DLTA comes through a state appropriation, whereas PMTA arises from the assessment dollars that you all contribute to our region-wide work. MAPC actively fundraises to expand our technical assistance budget by seeking funds from philanthropic sources. This year, the Barr Foundation has also provided generous support to assist in several topical areas, arts and culture, E-TOD, and climate adaptation. We also leverage funds from state-administered grant programs, including significant resources from the Community Compact Program, the Department of Housing & Community Development (DHCD), and the Executive Office of Energy & Environmental Affairs (EOEEA).

Approved projects are awarded a funding allocation that is based on an assessment of anticipated tasks. If MAPC cannot fully fund the project, we will work with the municipality (or municipalities) to achieve additional funding from other sources. Most awards will draw upon a variety of funding sources—including DLTA, PMTA, grants from private foundations, leveraged grants from state programs, and fee-for-service contributions. Selected projects are assigned to a Project Manager, who works with municipalities to develop detailed scopes of work.

### **Decision-Making Timeline**

MAPC will acknowledge receipt of project concepts within two business days. MAPC reviews submitted applications on a rolling basis. To check on the status of your submittal, contact Land Use Director Mark Racicot at 617-933-0752 or [mracicot@mapc.org](mailto:mracicot@mapc.org).

### **Discuss a Project Concept with MAPC Staff**

Please feel free to contact any member of the MAPC staff with whom you have worked on a project in the past or any of the program staff listed below to discuss a potential project.

### **Departments and Divisions**

- Arts and Culture Manager Jenn Erickson: 617-933-0759, [jerickson@mapc.org](mailto:jerickson@mapc.org)
- Clean Energy Director Cameron Peterson: 617-933-0791, [cpeterson@mapc.org](mailto:cpeterson@mapc.org)
- Data Services Director Tim Reardon: 617-933-0718, [treadon@mapc.org](mailto:treadon@mapc.org)
- Environment Director Martin Pillsbury: 617-933-0747, [mpillsbury@mapc.org](mailto:mpillsbury@mapc.org)
- Land Use Director Mark Racicot: 617-933-0752, [mracicot@mapc.org](mailto:mracicot@mapc.org)

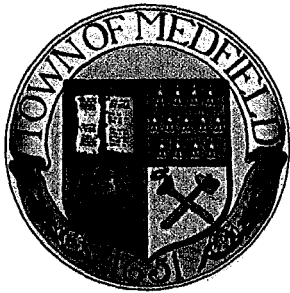


- Municipal Collaboration Director Mark Fine: 617-933-0789, [mfine@mapc.org](mailto:mfine@mapc.org)
- Public Health Director Barry Keppard: 617-933-0750, [bkeppard@mapc.org](mailto:bkeppard@mapc.org)
- Transportation Director Eric Bourassa: 617-933-0740, [ebourassa@mapc.org](mailto:ebourassa@mapc.org)

#### Subregional Coordinators

- Inner Core Committee (ICC) Coordinator Karina Milchman, 617-933-0738, [kmilchman@mapc.org](mailto:kmilchman@mapc.org)
- Minuteman Advisory Group on Interlocal Coordination (MAGIC) Coordinator Heidi Stucker, 617-933-0739, [hstucker@mapc.org](mailto:hstucker@mapc.org)
- MetroWest Regional Collaborative (MWRC) Coordinator Karen Adelman, 617-933-0704, [kadelman@mapc.org](mailto:kadelman@mapc.org)
- North Shore Task Force (NSTF) Coordinator Sam Cleaves, 617-933-0748, [scleaves@mapc.org](mailto:scleaves@mapc.org)
- North Suburban Planning Council (NSPC) Coordinator Amanda Chisholm, 617-933-0736, [achisholm@mapc.org](mailto:achisholm@mapc.org)
- South Shore Coalition (SSC) Coordinator Emma Schnur, 617-933-0758, [eschnur@mapc.org](mailto:eschnur@mapc.org)
- Southwest Advisory Planning Committee (SWAP) Coordinator Kasia Hart, 617-933-0745, [khart@mapc.org](mailto:khart@mapc.org)
- Three Rivers Interlocal Council (TRIC) Coordinator Christine Howe, 617-933-0732, [chowe@mapc.org](mailto:chowe@mapc.org)





# TOWN OF MEDFIELD

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-2009

(508) 359-8505  
(508) 359- 6182 Fax

August 4, 2017

## **Arts and Cultural Planning and Creative Placemaking Project Concept: Cultural Asset Mapping**

### **1. Lead Municipality: Medfield**

#### **Lead Contact for Submittal:**

Sarah Raposa, Town Planner (MAPC Representative and TRIC Member)  
459 Main Street, Medfield, MA 02052  
(508) 906-3027 / [raposa@medfield.net](mailto:raposa@medfield.net)

### **2. Project Description and Context**

#### **PROJECT**

Medfield requests MAPC technical assistance with a comprehensive Cultural Asset Map to inventory both tangible and intangible cultural assets to map the places and resources that are important to Medfield's cultural identity and creativity. We anticipate cataloging a broad range of creative industries and occupations, as well as resources like festivals and events, cultural organizations and facilities, and natural heritage assets such as parks and conservation areas. The Map should ultimately identify gaps and be useful to making the case for investing in the community's cultural development by also pointing out problems to be solved or strengths to build upon. We seek a report that provides recommendations on long-term, sustainable strategies that will proactively integrate art into the redevelopment of the former Medfield State Hospital campus toward achieving overall community objectives.

#### **CONTEXT**

The Town of Medfield (pop. 12,000) purchased the former Medfield State Hospital (MSH) in December 2014. The property is approximately 134 acres and contains 35 buildings in various conditions, totaling about 685,000 s.f. Over the past decade, MSH has been the focus of substantial analysis and planning by state and local authorities, consultants, and volunteers ([www.MSHVision.net](http://www.MSHVision.net)). The site is on the banks of the Charles River, is listed on the National Register of Historic Places and was designated as a local historic district in 1994. The town is undertaking a master planning process with McCabe Enterprises for redevelopment. We anticipate a special town meeting January 8, 2018 to approve enabling zoning changes.

Medfield has an active cultural community which completed a feasibility study to rehab the MSH chapel and infirmary for a multi-purpose performing arts cultural center. The feasibility study was partially funded by the Mass Cultural Facilities Fund. Survey responses show these two buildings are not sufficient to meet regional needs which would benefit from artists live/work spaces, visual art classrooms and exhibition space, outdoor amphitheater and festival space, and maker space/steam instruction space for teens. The cultural community is exploring



the culinary arts and the rich MSH agricultural resources and farming legacy, and the inclusion of an arboretum to protect existing natural assets and provide scenic beauty, with the potential for cultural programs in significant parks and open space within the campus. Finally, Medfield just received its Arts and Economic Prosperity Report 5 from Americans for the Arts showing significant local impact from current cultural programs ([www.MedfieldCulture.org](http://www.MedfieldCulture.org)).

### **3. Project Need and Alignment with Local, Regional, and State Goals**

Medfield is home to 15 (mostly volunteer led) non-profit cultural organizations that include the visual and performing arts, along with historic homes, the historic society, and the garden club, in addition to the quasi-municipal Medfield Cultural Council and umbrella Cultural Alliance of Medfield (CAM). Some organizations have a facility while others do not. What is less visible are the individuals, artists, and networks that support them.

Medfield has not undertaken a Cultural Asset Map. However, the MSH planning process, the 2016 Housing Production Plan, the 2016 Downtown Summit Action Plan by the Economic Development Committee and MAPC, and the Permanent Building Committee considering a new school and new recreation center in the next several years, present ideal opportunities to ensure that place defining cultural characteristics, assets, and opportunities are acknowledged and integrated into other planning and development efforts. With a town goal to expand its non-residential tax base, Medfield may be able to leverage cultural assets for attracting business, investment, and people.

Arts and cultural planning will have implications across many different areas of interest but at the regional level, asset mapping most closely aligns with goals for sustainable growth. At MSH in particular, a cultural development could include adaptive reuse of buildings, support preservation of historic resources, and retain a uniqueness within the region. We anticipate the mapping will also reveal gaps in housing choices to support the cultural community and identify opportunities to support education in the arts and entrepreneurs, while expanding the region's artistic and cultural resources.

### **4. Project Deliverable(s) and Outcomes**

Project deliverables will include an asset mapping report with the following components at a minimum:

- goals and objectives for the asset mapping exercise;
- data collection methodology;
- process for securing community participation and input; and
- summary findings and conclusions in the form of a narrative document and GIS map(s).

At its most basic level, the report will provide an inventory of key cultural resources. We also hope the report can identify key networks and cultural attitudes that shape our community and indicate gaps for further investment. Eventually, we hope to also develop an on-line directory.



Project outcomes will support the vision development for cultural expansion by identifying assets and creative challenges, and providing insight about the cultural context for a project at MSH to ensure its relevance to the community. We also hope the project identifies and engages potential stakeholders through surveys and/or in-person interviews. We anticipate forming relationships with potential stakeholders, leveraging existing assets and potentially identify concerns or other external issues that may impact success of a future cultural development project.

## **5. Community Engagement**

The cultural community already has strong ties in the community (882 volunteers donated nearly 44,000 hours in 2015) and will utilize its network of board members, audience, students and stakeholders in the planning process as appropriate. The Cultural Alliance of Medfield has a monthly ENews distributed to 2,000 to help promote public meetings and distribute surveys. The Town's website and Twitter feed are additional sources to involve the community. When school is in session, surveys can be posted on their on-line bulletin boards. The Library and Medfield TV are great distribution channels and Medfield has two local papers: Medfield Press and Hometown Weekly, in addition to the on-line Patch.

The first phase of the process involves conversations with key stakeholders across sectors including the Economic Development Committee, Medfield Employee and Merchants Association (MEMO) and town leaders who are currently defining town-wide goals within categories of finance, civic engagement, housing, youth, and town character. We see this asset mapping process not just as an academic exercise, but as a community endeavor that can have immediate and lasting, positive results.

## **6. Project Timeline**

We are flexible but the MSH master planning is working toward a special town meeting on January 8, 2018.

Many Medfield residents travel in the summer, however Medfield's cultural community and Town Planner are prepared to begin planning work with MAPC now to define the process. The fall is best to begin public engagement meetings, surveys and interviews. Ideally, a final report will be available by year end, in time for public distribution the first week of January, in advance of the special town meeting. An on-line directory can follow and be reviewed on a regular basis to include new assets to our community.

## **7. Municipal Commitment**

At their duly posted meeting on July 17, 2017, the Medfield Planning Board unanimously supported this application.

At their duly posted meeting on August 1, 2017, the Medfield Board of Selectmen unanimously supported this application.



At their duly posted meeting on August 3, 2017, the Medfield Economic Development Committee unanimously supported this application.

#### **8. Municipal Contribution**

The Cultural Alliance of Medfield (CAM) will spearhead the project with Jean Mineo, Chair, as the primary point of contact for CAM. The Town Planner will contribute in-kind staff time towards this project, on an as-needed basis, up to 20 hours. Meetings to be held in town buildings at no-charge. The Town will commit \$50 towards refreshments at public event(s). Translation and interpretation to be funded as needed.

#### **9. Signature: The submittal must be signed by the mayor, city manager, or town administrator.**

\_\_\_\_\_  
Michael Sullivan, Town Administrator





# **TOWN OF MEDFIELD**

## **Energy Committee**

**TOWN HOUSE, 459 MAIN STREET MEDFIELD,  
MASSACHUSETTS 02052-2009**

**TO: Select Board, Town Administrator and Facilities Director**

**DATE: July 12, 2017**

**SUBJECT: New Energy Committee Chair**

**Dear Sirs,**

This letter is to confirm that the Medfield Energy Committee has chosen Lee Alinsky as Chairman, by vote of the members in attendance at of the June 8, 2017 Energy Committee meeting.

I will be moving from Medfield in September 2017, so can no longer serve on the Energy Committee.

Please make Lee welcome and give him the excellent support you have given me for the past two years. Your ongoing support of the Energy Committee will continue to help the Town achieve its efficiency goals.

Thank you for the honor of serving you.

Sincerely,  
Fred Bunger

cc.: Medfield Energy Committee members



Board of Selectman  
459 Main Street  
Medfield, Massachusetts 02052

July 25, 2017

Dear respected members of the selectmen office,

It is with deep regret that I am writing to inform you of my decision to resign as Trust Fund Commissioner, effective immediately.

After residing in Medfield for the last 50 years, I have recently transferred ownership of my business to my daughter, Jennifer, and have decided to retire to Cape Cod. This move has made unable to fulfill the requirements of my position, and I feel it is best for me to make room for another Medfield resident to fulfill this job.

It has been a pleasure being a part of workings of the Town of Medfield, the place I call home. I am so proud of all we have accomplished in the past several years, and I have no doubt the commission will build on these successes in the future.

If I can be of any assistance during the time it will take to fill the position, please don't hesitate to ask.

Best Regards,



H. Tracy Mitchell  
PO Box 1  
Medfield, Massachusetts 02052  
508-726-2051

**RECEIVED**

**JUL 27 2017**

**MEDFIELD SELECTMEN**



**OWNER-CONTRACTOR AGREEMENT**  
**FOR PUBLIC BUILDING CONSTRUCTION OR RENOVATION**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Seventeen between **Stanley Roofing Company Inc.** with a usual place of business at **42 Mitchell Road, Ipswich, Massachusetts 01938** hereinafter called the CONTRACTOR, and the Town of Medfield, acting by its Board of Selectmen, with a usual place of business at 459 Main Street, Medfield, MA, 00252, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as **Asphalt Shingle Repair Town Hall, Medfield Ma.** in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$42,500.00

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before October 1, 2017.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of



any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \_\_\_\_\_ \$100 \_\_\_\_\_ per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
  - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.



(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required



by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore



to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.



It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

6. Project Architect or Engineer

There is not a project architect-engineer for this project.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

8. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.



3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.



E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid  
Instructions to Bidders



This Contract Form  
Bid Form  
Bid Bond  
Labor & Materials Payment Bond  
Non-Collusion Certificate  
Tax Compliance Certificate  
Clerk's Certificate of Corporate Vote  
Certificate of Insurance  
General Conditions  
General Requirements  
Specifications and Addenda  
Drawings  
Schedule of Prevailing Wages

11. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

12. Indemnification

The Contractor shall indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

13. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;



4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

The limits of liability for coverage required under the preceding paragraph shall be as required by the Owner.

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

14. Notice

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

15. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests. \



16. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

17. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

18. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

OWNER: Town of Medfield  
By its Board of Selectmen

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_



### **CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

### **CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,  
\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all  
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent  
(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

- VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL



# Memorandum



To: Osler L. Peterson, Chairman, Board of Selectmen  
CC: Michael Sullivan, Town Administrator  
From: Sarah Raposa, Town Planner  
Date: July 20, 2017  
Re: Planning Board Nominee to Affordable Housing Trust

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At their duly posted meeting on July 17, 2017, the Planning Board nominated and unanimously recommended appointment of Jim Brand, Associate Member, to the newly created Affordable Housing Trust. His letter of interest is attached for your consideration.

Jim's experience in real estate, land use, development, campus planning, space planning and capital project planning will make him a valuable member of the Trust.

The Planning Board helped define the Town's affordable housing needs and goals with the adoption of the Housing Production Plan. By following HPP guidelines, a community is ensuring that it is producing housing in a manner consistent with the Chapter 40B statute and regulations.





Sarah Raposa &lt;sraposa@medfield.net&gt;

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**Affordable Housing Trust Fund Nomination**3 messages

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**Brand, Jim** <j.brand@northeastern.edu>  
To: Paul D McKechnie Jr <paul@mckechnieinc.com>  
Cc: Sarah Raposa <sraposa@medfield.net>

Wed, Jul 19, 2017 at 11:31 PM

Chairman McKechnie,

I write to express my interest in serving on the Affordable Housing Trust Fund (AHTF) Board. If so presented to the Board of Selectmen as a Planning Board nominee for consideration and ultimately nominated, I feel that I can make significant contributions to the establishment of the Trust and embark on the work of "preserving and creating affordable and community housing" in our town. My experience working at Northeastern University in Campus Planning & Development is relevant and uniquely complimentary to the duties of the AHTF Board, as an institution regulated under Article 80 by the Boston Planning & Development Agency, we engage with the Agency and our adjacent communities in the Institutional Master Plan (IMP) process around topics of affordability and the impact of students on availability of affordable housing in our area. As a 10 year citizen of Medfield, I have a desire to responsibly engage the issues of affordability of housing in our town in a proactive way. Paired with the Housing Production Plan, I am confident the AHTF will significantly contribute to the flexibility we have as a town to meeting our goals of diversity in our housing inventory.

I am hopeful for the Planning Board's nomination and consideration of the Board of Selectmen. I have attached my resume for reference.

Respectfully yours,

James Brand  
Medfield Planning Board - Associate Member  
38 Indian Hill Road

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 **Resume Final - James Brand.pdf**  
61K

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**Paul D McKechnie Jr** <paul@mckechnieinc.com>  
To: "Brand, Jim" <j.brand@northeastern.edu>  
Cc: Sarah Raposa <sraposa@medfield.net>

Thu, Jul 20, 2017 at 7:54 AM

Jim,

Thank you for interest to be considered as a nominee for the AHTF. Your professional work experience would be of great value to the AHTF and the Town.  
Without hesitation I recommend to the Board of Selectman your nomination to be a member of the Affordable Housing Trust Fund.

Best,

Paul

Paul D. McKechnie Jr., RLA  
McKechnie Associates

P.O. Box 211  
Medfield, MA 02052



# JAMES BRAND

38 Indian Hill Road, Medfield, MA 02052 | j.brand@northeastern.edu | 617-593-4811

## Overview

Broadly skilled higher education professional and campus planner experienced in working with senior leadership of a fast-moving transformational university to plan at a high level, conceptualize and bring definition to capital projects that support the institution's continuous evolution. Through the effective allocation of space, the alignment of capital with institutional priorities and responsible stewardship of the existing plant, is a proactive and responsible steward of University physical assets.

## Experience

### **Northeastern University**

#### ***Director, Space & Capital Planning - Campus Planning & Development | 2013 - Present***

Capital planning & construction program development ranging annually from \$48m to \$200m supporting an ambitious research, faculty recruiting, student service and deferred maintenance program.

Space, capital and project planning for campus initiatives, supporting academic and administrative units.

Space planning for 8+ million GSF urban institution with global locations. Space tracking and accounting for an RCM-based allocated cost model critical to the annual budgeting of the University.

Involvement in Master Planning and regulatory permitting requirements for a large urban institution.

Ongoing development of the University's enterprise CAFM/TIFM space tracking software, and integrated on-line Capital Project Request (CPR) system.

Lead the work of Campus Planners, Planning Systems Manager and matrix management of Project Managers in effectively supporting evolving initiatives.

#### ***Director, Space Planning & Design | 2001 - 2013***

Space planning and allocation University-wide, project planning and project design functions assuring alignment of projects with capital and University priorities and improving project outcomes. Directly supported SVP CFO, SVP Provost and Student Affairs units.

Classroom Committee chair for ten years, prioritized and funded improvements to institutions core instructional facilities. Grew core general use classroom count by 70% and implementation of standardized classroom instructional technology and refresh annual refresh funding in 100% of the 238 general use classrooms.

Planned, programmed, coordinated capital budgeting and directed work providing for a new and relocated President's office and other Senior Leadership moves, President's Residence, Provost's Office, Alumni Center & Faculty Club dining facility, an ERC CenSSIS, Center for Network Science, Center for Drug Discovery, Center for High Rate Nano-manufacturing, NMR, MRI and Microscopy core facilities, vivarium expansions, and all other aspects of campus redevelopment.



Assembled and presented space use strategy for 260k sf of real estate acquisitions supporting academic, research and administrative needs.

Led a talented group of architects, designers and support staff responsible for day-to-day planning, client service and design, providing a high level of customer support across academic, student services and administrative units.

Planned, budgeted and coordinated space assignment and renovation of labs and office space across all University facilities for 400+ in faculty growth.

***Director, Graphic & Data Services - Facilities Division | 1995 - 2001***

Specified software and developed spatial data for the University's first integrated CAFM system.

Planned projects and space allocation strategies that supported institutional initiatives.

**Independent Consultant**

***Space Data Management & Project Management | 1994 - 1995***

Independently secured work and serviced several clients.

**Education**

**Northeastern University - Bachelor of Science, Architecture | 1994**

**Affiliations**

**Society of College and University Planners - Member**

**American Planning Association - Member**

**International Facilities Management Association - Member**

**Boston Society of Architects - Associate Member**

**Volunteer Work**

**Medfield Planning Board - Associate Member - 2017 to Present**

**Boy Scouts -Medfield Pack 200 - Pack Committee Chair - 2011 to 2013**



# DISCUSSION DRAFT OF OVERALL TOWN GOALS FOR MEDFIELD – 7/19/17

## Introduction --

Medfield faces a number of challenging issues as we move forward into FY18. In many cases, the resolution of these issues will call upon the town to make wise tradeoff decisions designed to balance sometimes competing purposes to arrive at an optimal path forward. To address the important issues the town faces, Medfield has often tapped its own citizenry to staff committees focused on one of more of the issues. While the members of these committees invariably work hard and with good intent, they sometimes are hampered in the impact they can have because they are chartered to focus on the achievement of specific issues without being given any clear sense of the broader framework they are being asked to work within by the Selectmen. This can lead to suboptimal recommendations from committees when they come up with recommendations that are perfectly logical when looked at through the lens of the committee's direct objectives, but turn out not to be optimal for the town when considered in light of other town objectives that may be negatively affected, if the committee's recommendations are accepted as submitted. In other cases, we may have committees that develop recommendations after having made a good faith attempt to take the broad range of town objectives into account, only to have difficulty gaining broad acceptance of those recommendations by the taxpayers because the tradeoffs that the committee made are not clearly articulated, or they are based on tradeoffs between goals that are not widely recognized by the taxpayers.

Responsibility for improving this situation rests, first and foremost, with the Board of Selectmen. The BOS needs to provide a clear long-range picture of what the town is trying to achieve by clearly articulating a set of strategic goals that should guide every committee's and department's thinking around how to best address the specific issues they are facing.

\* \* \* \* \*

Based on feedback received on the last draft of the goals that there were too many goals (reflected as bullets under each of the five categories), I have restructured the list of goals to only list 5 goals – one for each of the major categories called out in previous drafts. In this draft, I have retained the previous bulleted goals as a way of further clarifying what each of the main goals represents, but these bullets are now only intended to illustrate what the overall goal is, rather than define specific “stand-alone” goals. Under each of the main goal descriptions, I have also added a “philosophical” statement, intended to capture the spirit of the main goal it refers to. In this draft, I have also color-coded the goals, with the first two shown in green, representing financial goals; the third goal in blue, representing a “physical improvement” goal; and the last two goals color-coded in red, representing key cultural/ qualitative goals.



## **MANAGE TOWN FINANCES IN A FISCALLY PRUDENT MANNER THAT STRIKES A PROPER BALANCE BETWEEN FUNDING OF IMPORTANT TOWN SERVICES AND AFFORDABILITY FOR TAXPAYERS**

*Charting a course for the town calls for an unwavering commitment to prudently impose financial burdens on taxpayers, while also ensuring that essential, or, in some cases, highly desired services are provided to the town's residents and businesses. The natural tension between these two imperatives requires that a thoughtful balance between the two be maintained.*

Representative focus areas -

- Maintain a Responsible/Fiscally Prudent Financial Position
- Diversify the Tax Base to Reduce Reliance on the Residential Tax Base for Revenues
- Promote a "Business Friendly" Atmosphere to Retain Current and Attract Potential New Businesses

## **PROACTIVELY RECOGNIZE AND MANAGE THE LONG-TERM FINANCIAL IMPLICATIONS OF TOWN ACTIVITIES TO ENSURE PREDICTABLE AND RELIABLE SUPPORT FOR TOWN ASSETS AND PROGRAMS OVER TIME**

*Many decisions made by the town carry long-term financial implications that can easily be missed, if they are not consciously taken into account. Hiring decisions; major capital acquisitions; program expansions; and even public or state "seed money" contributions in support of new initiatives can all introduce long-term financial ramifications for the town that should be recognized up front before an initial financial decision is made. Unexpected major capital requirements; significant structural budget deficits; and unfunded long-term financial liabilities should rarely, if ever, arise.*

Representative focus areas -

- Proactively plan for the maintenance and upgrade of town buildings
- Ensure adequate funding for the ongoing maintenance and upkeep of the town's transportation, water, and sewer infrastructure
- Recognize and plan for the full costs associated with expansions of town staff, programs, and services



**PURSUE COMMUNITY HOUSING GOALS TO MAINTAIN AN ECONOMICALLY STABLE  
AND SOCIALLY BALANCED TOWN POPULATION THAT ALLOWS MEDFIELD TO BE A  
SELF-SUFFICIENT AND ACCESSIBLE COMMUNITY**

*Medfield does a good job of producing responsible citizens who live with confidence in the safety and support of their community, regardless of economic or social status. Medfield residents can be confident that the town cares about them and will support them where possible. One of the most visible ways for the town to demonstrate its commitment to its residents is to work to address specific housing needs of long-standing town residents and other residents with particular needs that the town is in a position to help address.*

Representative focus areas –

- Achieve 40B Affordable Housing Goals to Enable Medfield to Control Its Development Path
- Increase Availability of Senior Housing to Enable Seniors to Afford to Live in Medfield
- Provide Housing for Medfield's Adults Who Are Capable of Living Independently With Assistance



## **PROMOTE THE HEALTHY AND RESPONSIBLE DEVELOPMENT OF MEDFIELD'S YOUTH**

*Medfield has a long-standing tradition of consciously working to instill in Medfield's youth an appreciation for what it takes to form a vibrant, respectful, and supportive community to provide the best life possible for all who live in the community. This appreciation doesn't arise on its own. It is the result of conscious action by teachers, adult leaders, community leaders, neighbors, and youth organizations to introduce the town's youth to town history, principles of democracy in action, public events and activities that encourage reflection and involvement in activities that bring a community together. Town government isn't always the initiator or driver of these activities, but town government should always remain cognizant of them and should work to support these activities where needed and feasible.*

Representative focus areas --

- Maintain/ Improve the School System's Solid Academic Performance
- Support the Cultural/Physical/Civic Development of Our Children
- Provide Appropriate Opportunities for the Town's Young People to Observe and Participate in Town Governance

## **PROTECT, PRESERVE, AND PROMOTE THE HISTORY AND CHARACTER OF MEDFIELD**

*Medfield is a unique town because of its character, history and heritage. Built upon the principles, ideals and values of our country, Medfield has taken that foundation and refined it to build a town that recognizes the importance of preserving the heritage, values, and culture that have made Medfield the community that it has become. This goal focuses on ensuring that the best parts of Medfield are preserved for future generations and that Medfield retains its unique identity and character.*

Representative focus areas --

- Preserve/ Protect the Town's Character, Understanding of its History, and its Historic/ Cultural Resources
- Support Environmental Protection Efforts and Promote the Public's Responsible Use of Our Natural Resources
- Support and Protect/ Maintain Attractive Open Space Acquisitions to Enhance Recreational Opportunities and to Maintain the Open Character of the Town



**Selectman's Guidance to the Medfield State Hospital Master Planning  
Committee in Regard to Outputs Needed in Support of a Special Town Meeting  
– 7/17/17 -**

***NOTE: This document currently reflects guidance provided by Gus Murby, as an individual Selectman. This document will also be provided to the other two Medfield Selectmen with the hope that the entire Board of Selectman will be able to use this as a starting point for developing a shared, coherent, concrete statement of expectations from the Medfield Board of Selectmen that the MSH Master Planning Committee can use to guide its efforts to prepare for a town meeting at which proposed zoning changes required to support the redevelopment/reuse of the State Hospital property and associated land will be voted on by the town's participating taxpayers.***

**Introduction**

Following up on Medfield's purchase of the Medfield State Hospital property from the state, the Medfield State Hospital Master Planning Committee (MSHMPC) was formed to develop a comprehensive plan for the redevelopment/ reuse of the land purchased by the town. In the summer of 2015, the Medfield Board of Selectman added the responsibility of addressing the best purposes for Lot #3 on Ice House Road and the Hinkley Farm property to the remit of the MSHMPC. Over the past two plus years, the MSHMPC has been working to gather public inputs; commercial perspectives; and the inputs of experts in areas including historic preservation, innovative architectural design, and the provisions/ requirements of specific redevelopment laws.

The MSHMPC received initial guidance from the Board of Selectmen in the form of a document entitled, "Mission, Goal and Objectives of Medfield State Hospital Reuse Master Plan – 2014", dated December 17, 2014. In this document, the MSHMPC received clear guidance that the primary focus of the plan should be on the reuse of the core campus, but that the plan should also address compatible uses for adjacent town and state-owned properties. To help the MSHMPC determine what would be considered most desirable in the master plan the committee ultimately developed, this document listed a series of specific objectives that generally reflect the overall strategic focus of the town in its efforts to maintain and enhance its attractiveness as a desirable place to live.

While this guidance is obviously useful to the committee, it does not provide specific guidance around what exactly the MSHMPC has been asked to produce by way of an output of its efforts. This document is intended to augment the guidance that the committee has already received to help the committee focus on exactly what it needs to produce in preparation for a planned special town meeting in January 2018. This additional guidance is not intended to change or redirect the committee away from the objectives that were provided back in December 2014, but it is intended to provide clarity around what the committee should focus on producing, prior to the planned special town meeting.



### **Purposes of the Upcoming Special Town Meeting**

The primary purposes of the upcoming special town meeting are –

1. To get taxpayer endorsement of the master plan's recommended overall concept for the redevelopment/ reuse of the state hospital property.
2. To get taxpayer approval for any zoning changes required to enable the town to implement the master plan that is approved by the taxpayers (2/3's approval required for zoning changes)

The activities of the MSHMPC between now and the special town meeting should be focused on successfully achieving these two objectives. Intuitively, the outputs of the committee's activity should take the form of a "Master Concept Description" document and a series of recommended zoning changes, properly vetted in terms of legal process, that taxpayers will be asked to accept at the special town meeting.

### **Thoughts on the Development of the Required Outputs from the MSHMPC**

While the development of specific proposed zoning changes to support the redevelopment/ reuse of the state hospital property is pretty well defined by the legal requirements associated with the town's zoning regulations, the specific format and scope of the "Master Concept Description" document described above is not. This section of this document is not intended to be prescriptive, in terms of setting specific requirements for the concept description the committee develops. It is only intended to provide thoughts and ideas about what an effective concept description document might need in order to be an effective document for obtaining taxpayer support for the committee's overall recommendations. It will be crucial for the committee to strike the right balance between providing sufficient detail and insight into the overall concept for people to be able to understand the value of the committee's recommendations for specific parts of the property, while also providing a good sense of the magnitude of the projected financial implications (positive and negative) associated with each of those specific parts of the property. Taxpayers will need this to be able to arrive at an informed decision about their willingness to support the proposed uses of the property. While it may be possible to structure the overall concept in a way that allows people to make independent decisions about specific parts of the property, care should be taken to ensure that any dependencies between the recommended concept for one part of the property and the recommended concept for another part of the property are properly highlighted and clearly explained.

In developing the concept description document, there are several likely aspects of the concepts that should be addressed. Recommended concepts should address both the recommended uses for the property, as well as preliminary financial implications associated with those uses. Where possible, the overall concept descriptions should also explain the rationales behind any fundamental strategic choices underlying the concepts, to include consideration of legal aspects (e.g., tax credit provisions) that materially affect the attractiveness, or even viability, of specific options. This may include explanations for the committee's rejection of specific options that might, otherwise, have been popular with



taxpayers. If applicable, explanations of overall concepts should highlight any key assumptions the MSHMPC made to arrive at its recommendations.

### **Actions After the Special Town Meeting**

If the outcome of the special town meeting is broad acceptance of the MSHMPC's overall concept for the state hospital property, and broad\* approval of the recommended zoning changes, the work of the MSHMPC as a master planning committee is likely to be largely complete. At that point, an "MSH Master Development Committee" is likely to be formed to carry out the concepts developed by the MSH Master Planning Committee. If the special town meeting doesn't arrive at quite that clean an outcome, then there may still be work that the MSHMPC will need to do to refine the master plan in a direction that is more acceptable to the taxpayers.

In the run-up to the special town meeting, the master planning committee has already recognized that it would be advisable for the committee to define and implement a "vetting" process with the public, key stakeholders, and other industry experts (such as executives from leading real estate development companies), above and beyond the public participation required by regulations for the passage of zoning changes. This clearly puts a premium on completing the development of a "Master Concept Description" document in a timely manner. If, before the special town meeting, the master planning committee finds itself with time to begin to develop draft RFP packages to help a master development committee get started in its efforts to redevelop the property, that would be great, but don't spend effort on documents like this at the expense of being able to get the main outputs of the committee fully developed and vetted prior to the special town meeting.

\* \* \* \* \*

As the MSHMPC moves closer to completing its job of developing an overall master plan for the redevelopment/ reuse of the state hospital property, this document will, hopefully, help the committee produce the high-level planning documents and specific zoning change documents the town needs to be able to move ahead quickly with the redevelopment of the state hospital property after the special town meeting. If there are other specific points where more definitive guidance from the Board of Selectmen would be helpful, please let us know and we will address those needs as quickly as we can.

Thanks, once again, for all your hard work on this very complicated project!

*\* Recognizing that there are a number of zoning changes that may be required for different parts of the state hospital property, some of which may be directed toward plans that are still at a tentative stage of formation, it's possible that one or more specific recommended zoning changes could be rejected by the voters. So long as any rejected zoning changes don't undermine the overall concept for the property, the town should be able to move ahead with the core project, even as it works to address the reasons behind the rejection of specific zoning changes.*





Kristine Trierweiler &lt;ktrierweiler@medfield.net&gt;

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**Request: Use Sledding Hill Aug. 23?**

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Jean Mineo <jeanmineo@aol.com>  
To: ktrierweiler@medfield.net

Sun, Jul 23, 2017 at 8:32 PM

Hi Kristine,

I was contacted by an A Capella group looking to perform in Medfield. I've also been wanting to organize a "dinner in the field" where people can come together to share a meal outdoors.

I would like to propose both of these for the flat area on the top of the sledding hill for Wed. Aug. 23 in the evening, maybe 5 - 9 pm. Would this be possible? John Thompson referred me to you to see if the filming would be happening that evening. The singers could also face away from the core campus to project away from the set. Not sure the voices would carry that far, but better to ask.

I envision several long rectangular tables end to end to form one giant long table - people would bring tables and chairs, a pot luck dinner and a dish to share. We'd have the a capella group sing 15-20 minutes. This would be a family affair (maybe 15-20 families?), but could people bring a bottle of wine or is alcohol forbidden? or do I apply for a permit from Selectmen?

I know there aren't any bathrooms either, would need to figure that out - I think there's a porta potty at McCarthy fields?

Let me know if you have questions or if I need to do anything further. Thank you for considering this -

Jean  
C 617-877-5158  
JeanMineo@aol.com  
@JeanRMineo  
[www.Linkedin.com/in/JeanMineo](http://www.Linkedin.com/in/JeanMineo)



# AMILIA'S LIGHT

Empowering survivors of human trafficking

Town of Medfield  
Board of Selectman  
459 Main Street  
Medfield, MA 02052

Attn: Mike Sullivan

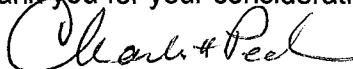
Amilia's Light is requesting permission to post signs, in Medfield. We would like to post vinyl signs on wood stakes, approximately 3 feet wide by 2 feet high, posting at a **maximum** height of 40 inches, so as not to block traffic, or other signage, in locations that permit a wood stake, and a sandwich board sign on the corner of North and Main street.

The signs are to promote our Tee It Up For Amilia's Light Golf Tournament Fundraiser on August 14, 2017. Amilia's Light is an approved 501(c)3 tax exempt charity, which empowers survivors of human trafficking and raises awareness about the global and local epidemic of commercial sex trafficking. Our Empowerment Program in Uganda, provides, mentoring, trauma support, education, vocational training, and job opportunities for survivors of trafficking.

For more information about our program, please visit. [www.AmiliasLight.org](http://www.AmiliasLight.org)

For more information about our Golf Tournament, please visit , [www.AmiliasLight.org/events](http://www.AmiliasLight.org/events).

Thank you for your consideration.



Charles H. Peck  
Treasurer, Director, Amilia's Light  
[charliepeck.mail@gmail.com](mailto:charliepeck.mail@gmail.com)  
617.875.5794

RECEIVED

JUL 13 2017

MEDFIELD SELECTMEN



# *Thomas Upham House*

519 Main Street, Medfield, Massachusetts 02052  
(508) 359-6050

July 18, 2017

Mr. Osler Peterson, B.O.S. Chairman  
Town of Medfield  
459 Main Street  
Medfield MA 02052

Dear Mr. Fisher:

Once again Grandparent's day is quickly approaching us.

We are kindly requesting the use of the Baker's Pond area (near the Upham Road side) for Saturday, Sept. 9, 2017 and Sunday, Sept. 10, 2017 for the Thomas Upham House's annual "Grandparent's Day Cookout". We are planning on approximately 100 people to attend.

We are asking to use this area on Saturday afternoon 9/9/17 through Sunday afternoon 9/10/17 at 4:00 p.m. This will allow for the rental company to setup and remove equipment. The event itself will be on Sunday 9/10/17 from 9 a.m. to 3 p.m.

If you have any questions or concerns, please contact me at 508-359-6050 ext. 27

We look forward to hearing from you.

Sincerely,

*Linda A. Bacchiocchi*  
Linda A. Bacchiocchi  
Administrative Assistant

*A Skilled Nursing and Rehabilitation Facility*



High School Student Council requests permission for car wash behind  
Town Hall August 27 or second choice September 10



Trustees of Reservation requests one-day wine  
and malt beverage permit for August 20 event  
at their location on Hartford Street



Resident Janet Nickerson requests a one-day wine and malt beverage permit for family event on Saturday August 12 to be held at the Church of the Advent 5:30 to 10:00 PM



Youth Basketball Organization requests permission  
to place signs advertising registration is open.

Signs in place August 3-24, 2017



55 Pine Street  
Medfield, MA 02052  
July 26, 2017

RECEIVED

JUL 27 2017

MEDFIELD SELECTMEN

Board of Selectmen  
Town of Medfield  
459 Main Street  
Medfield, MA 02052

Attention: Evelyn Clarke, Administrative Assistant

*Re: Rt 109 Traffic stoppage – Medfield Memorial Library Centennial Celebration – and Signage Request*

To the Board of Selectmen,


On behalf of the planning committee for the upcoming Medfield Memorial Library Centennial Celebration, scheduled for Sunday, October 1, 2017 from 2pm – 5pm, I am requesting the Board of Selectmen request to the Medfield Police Dept to stop/re-route traffic on Main Street/Rt. 109 (in front of the Library) for approximately 60 minutes.

Our hope is to have the Centennial Celebration begin with a gathering of Medfield residents in front of the original Library door entrance (facing Main Street) and we anticipate the sidewalk not being able to accommodate the crowd of people. Our plan is at 2pm to re-enact the Grand opening of the library 100 years ago with "Granville Dailey" handing the keys to the library to the Board of Selectmen (we will be contacting your Board again at a later date with details on that) and a ceremonial ribbon cutting. Immediately following this, we will direct all guests to enter the Library via the Main entrance (side doors).

We would also like to get permission to display sandwich boards in the Town approved designated areas from September 15 – October 1.

If you could please add these requests to the August 1st meeting agenda, it would be much appreciated. I look forward to hearing from you after the meeting.

Sincerely,



Colleen M. Sullivan  
Medfield Memorial Library Centennial Committee

/cms



**High School Girls Basketball team requests permission to hold a  
fund raising car wash behind Town Hall Saturday September 9, 2017  
noon – 3:00 PM**