



TOWN OF MEDFIELD MEETING NOTICE

Posted:

Town Clerk

Posted in accordance with the provisions of MGL Chapter 39 Section 23A, as amended

Due to the COVID-19 emergency, this meeting will take place remotely. Members of the public who wish to view or listen to the meeting may do so by joining via the web, or a conference call.

Revised Zoom meeting information below:

1. To join online, use this link:
<https://zoom.us/j/93643849894?pwd=OUxUR2IESWp5TmN4MjI5MGZZU25EUT09>
 - a. Enter Password: 312718
2. To join through a conference call, dial 929-436-2866 or 312-626-6799 or 253-215-8782 or 301-715-8592 or 346-248-7799 or 669-900-6833
 - a. Enter the Webinar ID: 936 4384 9894
 - b. Enter the password: 312718

Board of Selectmen Revised **Board or Committee**

PLACE OF MEETING	DAY, DATE, AND TIME
Remote Meeting held on Zoom	Tuesday, June 16, 2020 at 7:00 pm

Agenda (Subject to Change)

7:00 PM Call to Order

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving around the globe in defense of our country

Appointments

Scott McDermott to discuss 2020 Annual Town Meeting

Maurice Goulet requests Board of Selectmen approve SERSG Contracts for paper, DPW supplies, and Water and Sewer Treatment chemicals

Maurice Goulet requests Board of Selectmen approve the Software User Agreement with Sensus USA

Sarah Raposa requests Board of Selectmen to sign the Housing Production Plan certification letter

Jean Mineo to discuss Medfield State Hospital Chapel lease/potential vote to approve lease

Discussion (potential votes)

COVID-19 Status Update/Operations

Action Items

Discussion/Vote to reduce Annual Town Meeting Quorum

Fiscal Year 2021 Operating and Capital Budget

2020 Annual Town Meeting and Warrant Articles

Vote to sign the Town Meeting Warrant

Medfield State Hospital Development Committee requests the Board of Selectmen appoint Mead, Talerman, and Costa, LLC as special counsel for the state hospital RFQ, RFP, and land disposition process.

Vote to reappoint Sarah Raposa as the Town's representative to the Metropolitan Area Planning Council (MAPC) for a three-year term

Town Administrator Update

Next Meeting Dates

June 27, 2020 Annual Town Meeting

June 29, 2020 Annual Town Meeting (rain date)

Selectmen Reports



TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

KRISTINE TRIERWEILER
Town Administrator

June 8, 2020

Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Phil DeMartino

Dear Ms. Chan,

The Town of Medfield is pleased to submit this request for certification of compliance with our Chapter 40B Housing Production Plan (HPP), which the Department of Housing & Community Development approved on October 7, 2016. Our request for certification is based on the following affordable housing production achievements since the plan was approved. Under DHCD's regulations, the annual certification goal for Medfield is 21 units.

Development	Project Type	Number of SHI-Eligible Units	Date Decision Filed with Town Clerk
Aura at Medfield 50 Peter Kristof Way	Rental	56	5/8/20

Medfield town staff and volunteer board members have worked diligently toward the design and approval of development projects that create new affordable housing units, meeting community housing needs and the preservation of historic buildings. Through these efforts, Medfield has demonstrated a strong commitment to implementing its HPP. With the approval of this 40B project, Medfield qualifies for a two-year certification providing a 40B safe harbor effective May 8, 2020. We would appreciate timely action on this request. Included herein is a copy of the ZBA Decision # 1386 filed with the Town Clerk on May 8, 2020.

If you have questions or need additional information, please contact the Town Planner, Sarah Raposa at 508-906-3027.

Respectfully submitted,

Osler L. Peterson, Chair
Medfield Board of Selectmen

CC: Philip DeMartino, Technical Assistance Program Coordinator, DHCD
Medfield Board of Selectmen
John J. McNicholas, Chair, Zoning Board of Appeals
Kristine Trierweiler, Town Administrator
Sarah Raposa, Town Planner

Lease Agreement

THIS LEASE AGREEMENT (this "Lease") is made on the ____ day of _____ 2020.

The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

WHEREAS, Town purchased and owns former Medfield State Hospital property (the "MSH Property"), including the former Chapel and Infirmary which are currently vacant and not being put to public or other productive use and Town desires that these buildings be preserved and adaptively reused to benefit community.

WHEREAS, Cultural Alliance of Medfield, Inc. is a duly-organized, non-profit whose purpose is to preserve and reuse the Chapel and Infirmary for a performing arts and education center. Specifically, the properties included are: the Lee Chapel and the Infirmary (Buildings 24 and 25 at the former Medfield State Hospital) which will be connected by a new shared lobby entrance. The rehabilitation of the Lee Chapel and the Infirmary and the construction of the new shared lobby is referred to herein as the "Project". The land surrounding the buildings shall be included in the Lease Premises, specifically those grounds identified on the plan attached to this Lease as Exhibit A.

WHEREAS, voters at Medfield's October 28, 2019 Special Town Meeting authorized the Board of Selectmen to lease the former Chapel and Infirmary to a public or private entity for said purpose and to petition the General Court for special legislation to provide authorization therefor.

WHEREAS, the Board of Selectmen did file a petition with the General Court for special legislation and the General Court enacted Chapter 40 of the Acts of 2019 providing said authorization.

NOW, THEREFORE, in consideration of the foregoing factual recitals Landlord and Tenant hereby agree as follows:

- | | |
|---|--|
| 1. LANDLORD: Town of Medfield,
municipal corporation | TENANT: Cultural Alliance of Medfield, Inc.,
a Massachusetts non-profit corporation |
| ADDRESS[VHS1]:
Medfield, MA 02052 | 459 Main Street 3 Alder Road
Medfield, MA 02052 |

2. LEASED PREMISES AND APPURTENANCES.

- a. The Leased Premises are shown on the plan hereto attached as an Exhibit A (the "Lease Plan").
- b. The Tenant shall have, as appurtenant to the Leased Premises, a right of pedestrian and vehicular access to the Leased Premises over the MSH Property from public ways abutting the MSH Property. Such access shall be over the roadways driveways and sidewalks on the MSH Property, provided that such roadways, driveways and sidewalks may be relocated at the discretion of the Landlord so long as (i) such relocated roadways, driveways and sidewalks provide reasonably comparable pedestrian and vehicular access to that available as of the date hereof and (ii) the Tenant continues to have pedestrian and vehicular access to the Leased Premises during such time as the relocated roadways, driveways and sidewalks are being constructed.
- c. The Tenant shall have, as appurtenant to the Leased Premises, a right to install utility lines for water, sewer, electricity, gas, telecommunications and the like to serve the Leased Premises over the MSH Property from public ways abutting the MSH Property. Such utilities shall be installed in such locations as may be reasonably approved by the

Landlord. Tenant's utility lines may be relocated at the expense of the Landlord or its other lessees of portions of the MSH Property so long as (i) such relocated utility lines are comparable in size and capacity to the then-existing utility lines serving the Leased Premises and (ii) the Tenant's then-existing utility lines are not disrupted during such time as the relocated utility lines are being constructed. The Landlord shall cause its other lessees of portions of the MSH Property to cooperate with the Tenant in the installation of shared utility lines, provided that Tenant pays a reasonable proportion of the costs of such shared utility lines.

3. TERM.

- a. The term of the Lease shall be for a period of 99 years commencing on [_____, 2020] and ending on [_____, 2119] unless sooner terminated as hereinafter provided. If a new lease has not been executed at the end of the term of this Lease, this Lease shall be extended with the same terms and conditions except that each party shall have the right to terminate the Lease by giving at least ninety (90) days' prior written notice to the other party.
- b. The parties agree that this Lease shall be implemented in three separate phases:
 1. The first phase shall be referred to as the "Preconstruction Period."
 2. The second phase shall be referred to as the "Construction Period."
 3. The final/third phase shall be referred to "Occupancy Period."
- c. The three above-referenced phases are described in Addendum A to this Lease which shall define additional terms which apply only to those phases. The Preconstruction Period shall refer to that period of time necessary to raise the funds needed to begin the construction of the Project, to complete plans and specifications for the Project and to execute a construction contract for the Project. Once the parties have mutually agreed that the Preconstruction Period has been completed, they will indicate their agreement in writing (the "Construction Approval"). The Construction Approval will include an acknowledgement of the approved plans and specifications, the approved sources and uses and the approved construction contract, at which point the Construction Period will begin.
- d. Prior to the commencement of the Construction Period, the Board of Selectmen shall have the opportunity to review the plans and specifications for the Project, the sources and uses for the Project and the construction contract for the Project for the purpose of determining the financial viability of the Project and the conformance of the proposed Project with the terms of this Lease. The Construction Approval shall evidence the approval, in the sound discretion of [VHS2] the Board of Selectmen of the foregoing, which approval shall not be unreasonably withheld, conditioned or delayed.
- e. The Tenant shall have a period of up to seven years to complete the Preconstruction Period and obtain the Construction Approval (as it may be extended, the "Construction Commencement Deadline"). The Construction Commencement Deadline shall be extended by up to three one-year periods upon request of the Tenant in writing to the Landlord made at least 30 days before the then-current Construction Commencement Deadline, which request shall describe the progress made by the Tenant to date toward achieving the Construction Approval. Unless the Landlord reasonably determines prior to the then-current Construction Commencement Deadline that Tenant's progress toward Construction Approval is inadequate, the Construction Commencement Deadline shall be deemed extended by such one-year period. The Construction Commencement Deadline shall not be extended for more than three consecutive one-year period except by written amendment to this Lease signed by both the Tenant and the Landlord.
- f. If the Tenant has not obtained the Construction Approval on or before the Construction Commencement Deadline, this Lease shall automatically terminate.

- g. Throughout the term of the Lease, the parties shall comply with all applicable Federal, State and local statutes and regulations.[VHS3]

4. PURPOSE AND USE OF THE LEASED PREMISES:

Tenant and its subtenants, employees, agents, representatives and invitees may use the Leased Premises for the following uses:

- a. Offices of nonprofit and educational organizations;
 - b. Classroom instruction;
 - c. Artist studios and art gallery;
 - d. Public events, including fundraising events, meetings open to the public, staged productions and similar events;
 - e. During the Lease term, Tenant and its employees, agents, representatives and invitees shall have the right to use in common with others lawfully entitled thereto the publicly accessible grounds and parking areas adjacent to the Buildings.
 - f. The Chapel shall include flexible seating for about 325 to host live music and theatrical[VHS4] performances with opportunities for film, storytelling, literary, and other cultural events. The Chapel will remain a community resource with opportunities for educational, arts, business and civic group meetings and special events. A catering kitchen and concessions will be installed to support these activities.
 - g. The grounds will accommodate live performance, outdoor movies and events with opportunities for festivals, markets, public art, and the like.
 - h. The former infirmary shall be a center of education for youth and adults with studios for private and group lessons in the visual and performing arts.
5. PROHIBITED PURPOSE/USES. It is agreed and understood that the Leased Premises shall be used for purposes detailed in Section 4 above and no other purposes without the Landlord's prior written approval. As long as the Tenant shall engage in permitted uses of the property as defined in Section 4 above, it shall peaceably hold the rented premises without hindrance or interruption by the Landlord, or any other persons acting through or under the Landlord.
6. RENT. The Tenant shall pay nominal rent of One (\$1.00) Dollar per year and in addition, all necessary expenses associated with the occupancy of the premises including, but not limited to water and sewer charges, telephone, utility, electric, and heating expenses.
7. ADDITIONAL TENANT OBLIGATIONS IN LIEU OF RENT.
- a. Maintenance/Repairs: The Tenant shall undertake all usual maintenance and repair of the Leased Premises, along with the surrounding grounds as defined on the attached Exhibit, with reasonable cooperation and support from the Town, at Tenant's sole cost and expense.
 - b. Improvements: The Tenant shall pay for any and all improvements to the Leased Premises made in accordance with the purposes set forth in Section 4 of this Lease and Tenant shall save and hold Landlord free of and harmless from any cost, charge, expense or lien arising from or on account of such work.
 - c. It is agreed and understood that the Tenant may make alterations, additions, or improvements to, or install any fixtures on the Leased Premises, in accordance with the

Approved Plans (as defined below) or, with respect to material alterations, additions or improvement not shown on the Approved Plans, as otherwise approved by the Board of Selectmen, in their sound discretion[VHS5], such approval not to be unreasonably withheld, conditioned or delayed.

- d. It is understood that there shall be prior review and approval from the Board of Selectmen before significant structural work is undertaken. The review and approval shall determine the financial viability, the contractor's proposal and the contractor's fitness for the Project and reputation. The parties agree that this review shall occur as needed. The plans and specifications for the Project, once approved by the Board of Selectmen shall be referred to as the "Approved Plans". Any material changes to the structure or systems of the Project from the Approved Plans shall also be subject to approval by the Board of Selectmen and the Approved Plans shall be deemed to include any such changes approved by the Board of Selectmen as well as any changes not requiring approval by the Board of Selectmen. This provision shall apply to all Tenant's undertakings both as specified within the body of the Lease Agreement and in Addendum A.

8. HEAT, UTILITIES, WATER AND SEWER. Tenant shall pay all costs as set forth in Section 7[VHS6].

9. OBLIGATION TO MAINTAIN AND KEEP IN GOOD REPAIR. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR. The Tenant, at its expense, shall make all necessary repairs and replacements to the Leased Premises, including the repair and replacement of pipes, electrical wiring, heating and plumbing systems and appliances and their appurtenances. The quality and class of all repairs and replacements shall be consistent with the purposes set forth in Section 4 of this Lease. The parties agree that this obligation shall not begin until the Tenant begins undertaking work on the premises that. The parties agree that the Tenant's obligation of care and maintenance shall extend to those surrounding grounds which are shown on the Lease Plan. The Landlord shall retain all obligations with respect to the infrastructure of the greater MSH Property not otherwise expressly imposed on the Tenant hereunder.

10. INSURANCE

- a. By Landlord. Landlord shall at all times during the term of this Lease, at its expense, insure and keep in effect on the building in which the Leased Premises is located casualty insurance with extended coverage. The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property, or which would result in a substantial increase in the cost of the insurance premium[VHS7].
- b. By Tenant. Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage insurance policies with respect to the Leased Premises. Such policies shall name the Landlord and Tenant as insureds and have agreed upon limits for coverage including injury or death to any one person, for any one accident and/or damage to property. Such policies shall be in whatever forms and with such insurance companies as are reasonably satisfactory to Landlord, shall name the Landlord as additional insured, and shall provide for at least ten days' prior notice to Landlord of cancellation. The parties agree that this obligation shall not begin until the Tenant begins undertaking work on the premises that requires insurance to be in place or until the Tenant's representative begin assessing the property, whichever occurs first.

11. INDEMNIFICATION OF LANDLORD. Protection of the personal property and contents of the Leased Premises are the sole responsibility of the Tenant. The Tenant waives any and all claims

against the town as to personal property claims. The Tenant agrees[VHS8] that Landlord[VHS9] shall not be[VHS10] held responsible for any[VHS11] negligent acts of the Tenant[VHS12]. To the extent that Tenant[VHS13] is found responsible for acts deemed negligent or criminal in nature, then they agree to indemnify and hold the Landlord[VHS14] harmless for any of those acts. In consideration of the Landlord's agreement to lease the Leased Premises to Tenant, Tenant expressly waives in advance any and all rights to sue and releases any and all claims which it, its officers, directors, shareholders, employees, customers, invitees or visitors may have against the Town of Medfield or any of its officials or employees in any way arising from or connected with Tenant's use of the Landlord's property and Tenant further agrees to indemnify, hold harmless, and defend the Town of Medfield and its officials and employees to the fullest extent permitted by law from and against any and all liability, loss, damage or expense, including court costs and attorney's fees arising from or connected with Tenant's use of the Leased Premises, injury or damage suffered by any third part and/or Tenant's violation of any term of this Agreement including but not limited to its failure to vacate Town property upon the termination of this Lease for any reason. Tenant agrees to procure and maintain general liability insurance with affirmative contractual liability coverage to secure its obligations contained in this Section.

12. TENANTS DEFAULT (DEFINITION). As used in this Lease, Tenant's default shall be defined as follows:

- a. Tenant shall be deemed in default of this Lease if the premises are used in a manner inconsistent with Section 4 of this Lease.
- b. Tenant shall be deemed in default of this Lease if it allows the Premises to be used for illegal purposes.
- c. Tenant shall be deemed in default of this Lease if the corporate status is dissolved or ceases to exist.
- d. Tenant shall be deemed in default of this Lease if it abandons the Premises.
- e. Tenant shall be deemed in default of this Lease upon the filing of any bankruptcy action.
- f. Tenant shall be deemed in default of this Lease for failure to comply with those obligations set forth in Sections 4 and 6 through 10 of this Lease.

13. PROVISION FOR NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. The Landlord shall notify the Tenant in writing of any default.

- a. The Tenant shall have the opportunity to cure any default within a sixty (60) day period of time.
- b. After 60 days, should the parties still be unable to resolve a default, and should there remain a dispute about said default, then the parties shall agree to enter arbitration as defined under Section 18.
- c. Without any approval by Landlord, Tenant shall have the right to secure an equity investment from and to issue an equity interest to any commercial bank, insurance company, pension fund, equity fund, trust, savings bank, investment bank, or company in the business of investing in federal historic rehabilitation tax credits (an "Institutional Investor"). Any such Institutional Investor holding such an interest is referred to as the "Investor." All costs incurred in connection with securing an Investor shall be paid by Tenant. If Tenant shall forward to Landlord a written notice setting forth the name and address of an Investor, then if Landlord shall give a default notice to Tenant, Landlord shall simultaneously give a copy of such default notice to the Investor at the address contained in such notice from Tenant or such alternative address thereafter designated by the Investor. Any such copy of a default notice shall be given in the same manner provided in this Lease for giving notices between Landlord and Tenant. Notwithstanding anything to the contrary contained in this Lease, any event of default arising pursuant to Section 12 hereof may be cured by the Investor or its affiliates or designees, on behalf of

Tenant, and such cure shall be accepted by Landlord on the same basis as if made by Tenant itself.

14. **LANDLORD'S REMEDIES UPON TENANT'S DEFAULT.** In the event of any breach of this Lease by the Tenant, which shall not have been cured within the appropriate time period, then the Landlord, besides other rights and remedies it may have, shall have the immediate right of reentry. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may terminate the Lease.
15. **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant at its expense shall obtain all required licenses or permits for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in applying for all such permits or licenses.
16. **DESTRUCTION OF PREMISES.** If the Building(s) located on the Leased Premises is/are damaged by fire other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building(s), this Lease shall terminate. Should this Lease terminate, under this Section, then there shall not be continuing obligation by and between the parties.
17. **SUBORDINATION.** This Lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by the Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.
18. **ARBITRATION.** Should any matter develop which appears beyond the scope of this Lease, or is subject to a difference of interpretation, the parties may mutually[VHS15] agree to enter into arbitration as a means to resolve the outstanding issue. Arbitration shall only be upon the mutual agreement of the parties as a way of moving forward through a dispute.[VHS16]
19. **MISCELLANEOUS TERMS**
 - a. **Notices.** Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, address to Tenant or to the Landlord at the addresses set forth above.
 - b. **Severability.** If any Section or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other Section or provision, which shall remain in full force and effect.
 - c. **Waiver.** The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
 - d. **Complete Agreement.** This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
 - e. **Successors.** This Lease is binding on all parties who lawfully succeed to the rights to take the place of the Landlord or Tenant.

- f. No Individual Liability. It is agreed and understood that any and all members of the Cultural Alliance of Medfield, Inc., a non-profit corporation, shall not be held personally liable for the Corporation's obligations hereunder.
 - g. Assignment. The Tenant shall have the right to assign this Lease, or to sublease the Leased Premises for all or a portion of the term hereof, to a limited partnership or limited liability company (a "Transferee") for the purpose of securing funding or tax credits, provided that (i) the Landlord determines that the proposed Transferee is financially viable and otherwise suitable to perform hereunder, (ii) the Transferee agrees, in writing, to abide by all of the terms of the original Lease and (iii) the manager or general partner of the Transferee is owned and controlled by Cultural Alliance of Medfield, Inc. or another non-profit corporation organized under Chapter 180 of the Massachusetts General Laws. No assignment, by the Tenant, shall be contrary to the legislation herein referred to as Chapter 40 of the Acts of 2019.
 - h. Tax Ownership. For federal and state income tax purposes, Tenant alone shall be entitled to all of the tax attributes of ownership of the improvements, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the federal historic rehabilitation tax credit described in Section 47 of the Internal Revenue Code and the Massachusetts historic rehabilitation tax credit described in M.G.L. c.62, §6J, M.G.L. c.63, §38R and 830 C.M.R. §63.38R.1 et seq.
20. REPORTS AND APPROVALS. The Landlord and Tenant agree that in order for the Landlord to be satisfied that the Lease terms are being satisfied, the Tenant shall submit an annual report during the Preconstruction and Construction Periods. The reports shall include information regarding the fundraising and financial status of the Project and the progress on the assessment and construction of the Project and shall conclude when the Project is completed and suitable for occupancy. These reports shall be informational and only upon notification that the reports are a cause of concern to the Board of Selectmen shall the Tenant need to cease work on the Project. The Board of Selectmen shall not request a cessation of work unless the Board of Selectmen believes that the work is not consistent with the Approved Plans or otherwise is in violation of the terms and conditions of this Lease. The Board of Selectmen shall provide approvals for significant structural work whenever a report includes a proposal for construction to be done on the Leased Premises that is not already shown in the Approved Plans. Said approvals shall not be unreasonably withheld so as to hold up progress on the Project. In the absence of an objection to proposed work the Tenant shall be allowed to continue with any work which has already begun.
21. TENANT'S RIGHT TO MORTGAGE. Without any approval by Landlord, Tenant shall have the right to borrow money secured by its interest in the Premises from any financial institution or other mortgage lender customarily engaged in the business of providing real estate financing, including but not limited to any commercial bank, insurance company, pension fund, equity fund, trust, savings bank, investment bank, or company in the business of "securitizing" loans or a so-called conduit lender (any of the foregoing being an "Institutional Lender" or "Institutional Lenders"); and any Institutional Lender(s) holding any such mortgage shall have the right to assign such mortgage to any other Institutional Lender(s). Any such mortgage granted by Tenant, including those referred to in the remainder of this Section 22, is hereinafter referred to as a "Leasehold Mortgage" and the Institutional Lender holding the same is referred to as the "Leasehold Mortgagee." All costs incurred in connection with a Leasehold Mortgage shall be paid by Tenant. No Leasehold Mortgage now or hereafter constituting a lien upon Tenant's leasehold or this Lease shall ever extend to or encumber the fee interest of Landlord including Landlord's reversionary estate. Tenant or the holder of a Leasehold Mortgage shall provide to Landlord a copy of all Leasehold Mortgages, together with the promissory note secured thereby and all associated loan documents. If the Leasehold Mortgagee shall forward to Landlord a

written notice setting forth the name and address of the Leasehold Mortgagee, then until the time that such Leasehold Mortgage shall be satisfied of record or the Leasehold Mortgagee shall give to Landlord written notice that such Leasehold Mortgage has been satisfied:

(a) No voluntary action by Tenant to cancel, surrender, terminate or modify this Lease shall be binding upon the Leasehold Mortgagee without its prior written consent, and Landlord shall not enter into an agreement with Tenant to amend, modify, terminate or cancel this Lease and shall not permit or accept a surrender of this Lease prior to the end of the Term without, in each case, the prior written consent of the Leasehold Mortgagee. In the event Tenant and Landlord desire to enter into any of the aforementioned agreements, it shall be the responsibility of Tenant to obtain the consent of the Leasehold Mortgagee.

(b) If Landlord shall give any notice of default or of a condition which could lead to default ("Default Notice") to Tenant, Landlord shall simultaneously give a copy of such Default Notice to the Leasehold Mortgagee at the address theretofore designated by the Leasehold Mortgagee. Any such copy of a Default Notice shall be given in the same manner provided in the Lease for giving notices between Landlord and Tenant. No Default Notice given by Landlord to Tenant shall be binding upon or affect the Leasehold Mortgagee unless a copy of such Default Notice shall be given to it as so provided. In the case of an assignment of a Leasehold Mortgage or change in address of the Leasehold Mortgagee, the assignee or Leasehold Mortgagee, by written notice to Landlord, may change the address to which copies of Default Notices are to be sent. Landlord shall not be bound to recognize any assignment of a Leasehold Mortgage unless and until Landlord shall have been given written notice thereof together with a copy of the executed assignment and the name and address of the assignee. Thereafter, such assignee shall be deemed to be a Leasehold Mortgagee hereunder. Landlord shall not exercise any right, power or remedy with respect to any default of Tenant under this Lease unless Landlord shall have given to the Leasehold Mortgagee a copy of the Default Notice as provided herein and such default shall not have been cured within the applicable grace period set forth in this Lease.

(c) The Leasehold Mortgagee shall have the right to perform any term, covenant, or condition and to remedy any default by Tenant under this Lease within the applicable time period afforded Tenant, plus an additional period of thirty (30) days. Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that if the default is not a default in the payment of money and is of a nature that possession of the Premises by the Leasehold Mortgagee is reasonably necessary for the Leasehold Mortgagee to remedy the default, the Leasehold Mortgagee shall be granted an additional period of time (not to exceed 90 days) within which to obtain possession of the Premises. If a Leasehold Mortgagee becomes the holder of Tenant's leasehold estate in the Premises, Landlord agrees that any judgments, claims or lawsuits obtained by Landlord against the Leasehold Mortgagee and arising under this Lease shall be satisfied solely out of the Leasehold Mortgagee's interest in the Premises. Notwithstanding anything contained in this Lease to the contrary, a Leasehold Mortgagee shall in no event be required to cure or remedy any default (a "Non-Curable Default") which is a default which is particular to Tenant and does not continue after the Leasehold Mortgagee succeeds to the interest of Tenant, such as but not limited to a bankruptcy by the Tenant or a misrepresentation by Tenant, and upon foreclosure or other acquisition of the Tenant's interest in this Lease by the Leasehold Mortgagee or its designee, all Non-Curable Defaults shall be deemed to have been fully cured as to the Leasehold Mortgagee, its designee and their respective successors and assigns, but the foregoing shall not constitute a waiver by Landlord of such default with respect to Tenant or a release of Tenant with respect to any such default. No Leasehold Mortgagee (or its designee as may have acquired Tenant's leasehold estate through foreclosure) shall become personally liable under this Lease unless and until it becomes

the holder of Tenant's leasehold estate and then only as provided herein, and upon any assignment of this Lease by a Leasehold Mortgagee or its designee, the assignor (but not the assignee or any subsequent assignor, purchaser or transferee) shall be relieved of any further liability which may accrue under this Lease from and after (but not before) the date of such assignment, provided that the assignee shall execute and deliver to Landlord a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease on Tenant's part to be performed and observed thereafter arising, it being the intention of the parties that once the Leasehold Mortgagee (or such designee) shall succeed to Tenant's interest under this Lease, a subsequent assignment by such Leasehold Mortgagee (or such designee) shall effect a release of its liability hereunder, except for liability which accrued prior to such assignment.

(d) In the event of the termination of this Lease prior to its stated expiration date by reason of rejection of this Lease by Tenant in a bankruptcy proceeding or otherwise, notice thereof shall be given by Landlord to the Leasehold Mortgagee, together with a statement of all amounts then due to Landlord from Tenant under this Lease (other than any accelerated rents), and Landlord shall enter into a new lease of the Premises with the Leasehold Mortgagee or, at the request of such Leasehold Mortgagee, with a corporation or other entity formed by or on behalf of such Leasehold Mortgagee (which corporation or other entity shall, when identified to Landlord by Leasehold Mortgagee, be included within the meaning of "Leasehold Mortgagee" as used in this Section), for the remainder of the term, effective as of the date of such termination, at the Base Rent and upon the covenants, agreements, terms, options, provisions and limitations herein contained and, to the extent possible, with the same priority as this Lease, provided such Leasehold Mortgagee makes written request to Landlord for such new lease within sixty (60) days from the date it received notice of such termination. Landlord shall be under no obligation to remove from the Premises Tenant or anyone holding by, through or under Tenant or any other occupant whose interest is not in privity of estate with the interest to be acquired by the Leasehold Mortgagee under such new lease, and the new tenant shall take subject to the possessory rights, if any, of such tenants or occupants and (i) any and all liens and encumbrances in effect on the date of this Lease; (ii) any easement, right of way or other agreement not constituting a lien which Landlord shall have approved and entered into during the term of and in accordance with the terms of this Lease; (iii) any other encumbrances which Landlord shall have entered into or approved under and in accordance with the terms of the Lease; (iv) the lien of taxes on the Premises which are not yet due and payable, and (v) any other lien or encumbrance created or caused by Tenant. It is specifically acknowledged and agreed that all covenants, duties and obligations of Tenant hereunder shall survive the execution of any new lease between Landlord and the Leasehold Mortgagee (or its designee) pursuant to this sub-paragraph (d) and that such execution shall not release or be deemed to release Tenant from any liability for failure to perform any such covenant, duty or obligation. Upon Landlord's entering into such a new lease, Landlord shall assign all its rights, title and interest, as landlord, under any subleases by Tenant of the Premises or any portion thereof to the Leasehold Mortgagee and Landlord agrees not to terminate, modify or take any action which would otherwise affect any such subleases while the Leasehold Mortgagee retains its right to enter into a new lease as hereinabove provided. In the event more than a single Leasehold Mortgagee shall make a request for a new lease hereunder, the Leasehold Mortgagee senior in lien priority shall have the prior right to a new lease and the certification of such priority from a title company duly licensed to do business in Massachusetts shall be conclusively binding on all parties concerned.

(e) Notwithstanding anything to the contrary in this Lease, any Leasehold Mortgagee (or any unrelated purchaser at a foreclosure sale or an assignee under an assignment in lieu of foreclosure, directly or indirectly, is wholly owned and controlled by such Leasehold Mortgagee)

may acquire title to the Premises by foreclosure or a transfer in lieu of foreclosure without any consent or approval by Landlord.

(f) In the event of the termination of this Lease prior to its stated expiration date by reason of rejection of this Lease by Tenant in a bankruptcy proceeding or otherwise, notice thereof shall be given by Landlord to the Leasehold Mortgagee, together with a statement of all amounts then due to Landlord from Tenant under this Lease (other than any accelerated rents), and Landlord shall enter into a new lease of the Premises with the Leasehold Mortgagee or, at the request of such Leasehold Mortgagee, with a corporation or other entity formed by or on behalf of such Leasehold Mortgagee or any unrelated purchaser at a foreclosure sale or an assignee under an assignment in lieu of foreclosure (which corporation or other entity shall, when identified to Landlord by Leasehold Mortgagee, be included within the meaning of "Leasehold Mortgagee" as used in this Section), for the remainder of the term, effective as of the date of such termination, at the Base Rent and upon the covenants, agreements, terms, options, provisions and limitations herein contained and, to the extent possible, with the same priority as this Lease, provided such Leasehold Mortgagee makes written request to Landlord for such new lease within sixty (60) days from the date it received notice of such termination.

(g) Landlord agrees at any time and from time to time, upon not less than ten (10) days prior written notice, to execute, acknowledge and deliver without charge to any Leasehold Mortgagee, or to any prospective Leasehold Mortgagee designated by either Tenant or any Leasehold Mortgagee, or to any prospective purchaser of Tenant's leasehold interest designated by Tenant (1) a statement in writing stating that this Lease is in full force and effect and unmodified (or if there have been any modifications, identifying the same by the date thereof and specifying the nature thereof), that no notice of default or notice of termination of this Lease has been served on Tenant (or if Landlord had served such notice, Landlord shall provide a copy of such notice or state that the same has been revoked, if such be the case), that to the Landlord's knowledge no default exists under this Lease or state or condition that, with the giving of notice, the passage of time, or both, would become a default (or if any such default does exist, specifying the same), and the date to which the Rent and other amounts due under this Lease have been paid and any other information as may be reasonably requested, and (2) reasonable modification to this Lease requested by prospective Leasehold Mortgagees that do not alter the basic economic terms or materially and adversely affect Landlord's rights, obligations and remedies.

IN WITNESS WHEREOF the parties have set their hands and seals as of the date first written above

TOWN OF MEDIFELD
By its Board of Selectmen

Cultural Alliance of Medfield, Inc.

By: _____
Name:
Title: Chairman

By: _____
Jean Mineo, its President
Hereunto duly authorized

EXHIBIT A
PLAN OF LEASED PREMISES

Addendum A – Phases[VHS17] of Lease

1. PRECONSTRUCTION PERIOD:

A. The parties agree that in order for the Tenant to fulfill their obligations under the terms of this Lease, they will need to secure funding. The Landlord agrees to give the Tenant the time to secure this funding. The Tenant agrees to work diligently to secure funding so that there are no unnecessary delays.

B. The Tenant agrees that on an annual basis, the Landlord shall have the option to privately audit the fundraising efforts of the Tenant for the purpose of affirming that the Tenant is securing the proper funding to move the Project forward.

C. The parties agree that should the Landlord have concerns about the ability, of the Tenant, to secure the necessary funding for the Project, then those concerns shall be brought to the Tenant.

D. The Construction Phase shall not commence until such time as the Tenant has secured sufficient funding (including contributions, loans and tax credit equity) to pay for costs of construction of the Project.

E. Fundraising for operations shall be ongoing throughout the entirety of the Lease.

F. The parties agree that in order for the Tenant to adequately implement the changes necessary to transform the Leased Premises, the Tenant will need a period of time to assess the site.

G. The Landlord agrees that during the Preconstruction Period the Tenant, and its consultants, which shall include, designers, architects, construction personnel and all other necessary individuals necessary to properly evaluate the Leased Premises, shall have use and access to the Leased Premises.

H. Tenant agrees to have insurance which adequately insures any individuals who enter the Leased Premises, and to verify that those individuals have proper insurance as well, with the Landlord as additional insured.

I. Landlord agrees that the Tenant may investigate the fitness of the Leased Premises for their particular purpose of use and to verify that the plans under consideration can be implemented.

J. Both parties agree that should any major structural changes be necessary to investigate a proposed use that the Landlord shall be notified, and the Landlord's consent shall be obtained. See Section 20 for reports and approvals. Landlord agrees not to unreasonably withhold said consent.

K. The Tenant will make reasonable efforts to allow the ongoing use and enjoyment of the Leased Premises by the Town, their agents and assigns, during the Preconstruction Phase of the Project, at no additional expense to the Tenant; and, with full agreement that the Tenant will be indemnified and held harmless for any damage to person or property as a result of said usage.

L. The initial assessment may continue until the Construction Phase begins.

2. CONSTRUCTION PERIOD:

A. The parties agree that in order for the Tenant to adequately renovate the Leased Premises, they will need a period of time to perform construction on the site. A construction schedule shall be established at the beginning of the construction period. This schedule will anticipate continuous work at the site and identify a proposed completion date.[VHS18]

B. Landlord agrees that during this renovation period the Tenant, and its contractors, which shall include, designers, architects, construction personnel and all other necessary individuals which are necessary to properly prosecute the Project, shall have the ability to perform construction on the Leased Premises.

C. Tenant agrees to have insurance which adequately insures any individuals who enter, or perform work, on the premises, and to verify that those individuals are properly insured as well.

D. Tenant agrees that the Landlord may investigate the work being done on the premises.

E. Both parties agree that should any major structural changes be necessary, that the Landlord shall be notified, and their consent shall be obtained. Landlord agrees not to unreasonably withhold said consent.

F. The Construction Period shall continue until the grand opening of the Cultural center, that date to be determined by the Tenant once construction is complete.

3. OCCUPANCY PERIOD:

A. During this period, once all construction has been completed, the parties agree that the only remaining obligation of the Tenant shall be to use the Leased Premises in the manner set forth in the Lease and to comply with all of its covenants in the Lease related to operation of the Leased Premises.

B. The Occupancy phase shall continue from the date of the grand opening until such time as the Tenant or Landlord decides that this Lease shall terminate.

TOWN OF MEDFIELD
By its Board of Selectmen

Cultural Alliance of Medfield, Inc.

(Name, Chairman)

By its President, so duly authorized

**SERSG Contract Award
FY20 DPW Supplies**

The Board of Selectmen of the Town of Medfield voted at its meeting held on _____, 2019 to award contracts to the bidders listed below under the SERSG DPW Supplies IFB for a twelve month period commencing July 1, 2020. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Town Manager and present them to him for final approval and signature.

<u>winning vendor</u>	<u>Estimated Quant.</u>	<u>Bid Price</u> per quantity	<u>Est. Value</u>
4 3/4" Stone Lorusso Corp., Plainville, MA	75	18.25 per ton	\$1,368.75
6 Stone dust Boro Sand & Stone, N. Attleboro, MA	100	17.88 per ton	\$1,788.00
9 Washed Sand for Snow and Ice Removal Zone A: Canton, Medfield, Milton, Sharon G. Lopes, Taunton, MA	200	17.88 per ton	\$3,576.00
13 Redi-Mix Concrete (< 4 yds per delivery) Boro Sand & Stone, N. Attleboro, MA	5	171.00 per yard	\$855.00
15 Drain Manhole Frames & Covers John Hoadley and Sons, Rockland, MA	8	328.25 per each	\$2,626.00
16 Sewer Manhole Frames & Covers John Hoadley and Sons, Rockland, MA	20	328.25 per each	\$6,565.00
17 Manhole Extension Rings 1" 1-1/2" 2" John Hoadley and Sons, Rockland, MA	10 0 0	87.25 per each 90.40 per each 101.00 per each	\$872.50 \$0.00 \$0.00
20 Catch Basin Frames (3 flange) includes grates John Hoadley and Sons, Rockland, MA	12	323.25 per each	\$3,879.00
21 Catch Basin Frames (4 flange) includes grates John Hoadley and Sons, Rockland, MA	12	330.50 per each	\$3,966.00
23 Catch Basin Extension Rings 1" 1-1/2" 2" John Hoadley and Sons, Rockland, MA	12 0 0	87.25 per each 93.50 per each 106.25 per each	\$1,047.00 \$0.00 \$0.00

**SERSG Contract Award
FY20 DPW Supplies**

<u>winning vendor</u>	<u>Estimated Quant.</u>	<u>Bid Price</u>	<u>Est. Value</u>
26 Cast Iron Detectable Warning Plate			
24" x 30"	4	104.99 per each	\$419.96
24" x 24" square	2	84.00 per each	\$168.00
24" x 30" powder coated	0	177.37 per each	\$0.00
E J Co., Brockton, MA		\$587.96	
29 Cold Patch Standard (FOB)			
Zone A: Canton, Medfield, Milton, Sharon			
T L Edwards, Inc., Avon, MA	25	94.00 per ton	\$2,350.00
30 Hot Mix (FOB)			
Zone A: Medfield, Norfolk, Plainville, Wrentham			
Riley Bros. Asphalt, Bellingham, MA	500	53.59 per ton	\$26,795.00
31 Winter Mix (FOB)			
Zone A: Foxborough, Medfield, Norfolk, Wrentham			
Riley Bros. Asphalt, Bellingham, MA	100	93.59 per ton	\$9,359.00
36 Mid-Grade Unleaded Gasoline			
Dennis K Burke Inc, Chelsea, MA	35,000	\$ 0.8892 per gallon **	\$31,122.00
		*\$0.0552	

**SERSG Contract Award
FY20 DPW Supplies**

<u>winning vendor</u>		<u>Estimated</u>		<u>Bid Price</u>	<u>Est. Value</u>
		<u>Quant.</u>			
38 Ultra Low Sulfur Diesel					
Dennis K Burke Inc, Chelsea, MA		45,000	\$ 1.3282	per gallon **	\$59,769.00
			*\$0.0582		
Total Estimated Value					\$156,526.21

***Fixed Bid Increment and tax are added to the Boston Low from the Journal of Commerce for the date of fuel delivery.**

****Based on reference price of 4/10/20**

Signatures

Chair, Board of Selectmen

Board Member

Board Member

**SERSG PAPER Contract Award
for July 1, 2020 - June 30, 2021**

The Board of Selectmen of the Town of Medfield at its meeting on _____, 2020 voted to award a contract for paper supplies to W.B. Mason Co. Inc. as detailed below for a twelve month period commencing July 1, 2020. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

TYPE OF PAPER		Bid Price	Estimated Quantity	Estimated Value
COMPUTER PAPER -92 BRIGHTNESS				
4	20 lb. White, 8 1/2" x 11" (Carton- 5000 sheets) LETTER	\$ 31.80	48	\$ 1,526.40
TOTAL ESTIMATED CONTRACT VALUE				\$ 1,526.40

Signature(s)

Chair, Board of Selectmen

Board Member

Board Member

**SERSG Contract Award
FY21 Water and Sewer Treatment Chemicals**

The Board of Selectmen of the Town of Medfield voted at its meeting held on _____, 2020 to award contracts to the bidders listed below under the SERSG DPW Supplies IFB for a twelve month period commencing July 1, 2020. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Town Manager and present them to him for final approval and signature.

	<u>Winning Bidder</u>	<u>Estimated Quantity</u>	<u>Bid Price</u>	<u>Est. Value</u>
8	Sodium Hydroxide 50% Solution, gallons			
	Borden & Remington Co., Fall River,	8,000	1.0610 per gallon	8,488.00
10	Sodium hypochlorite 15% Solution, 5 gal. pails			
	Roberts Chemical Co. Attleboro, MA	800	12.2000 per pail	9,760.00
19	Polyaluminum Chloride, gallons (PCH-101 equiv.)			
	Holland Company Inc., Adams, MA	35,000	2.6200 per pound	91,700.00
22	Sodium Aluminate, gallons			
	Holland Company Inc., Adams, MA	15,000	3.6200 per gallon	54,300.00
Total Estimated Value				\$164,248.00

Signatures

Chair of the Board of Selectmen

Date

Board Member

Board Member

CLIENT FEE AGREEMENT

1. The Town of Medfield, having an address of 459 Main Street, Medfield, Massachusetts (the "Client"), hereby agrees to retain the Law Firm of Mead, Talerman & Costa, LLC, with offices of 730 Main Street, Suite 1F, Millis, MA 02054 and 30 Green Street, Newburyport, MA 01950 (the "Firm"), in connection with:

Special Counsel on matters relating to procuring proposals for development of the Medfield State Hospital, including all ancillary tasks as may be assigned; and assistance in facilitating permits and development after a developer is selected, including all ancillary tasks as may be assigned; including but not limited to the following tasks:

- Development of an RFQ with and for the MSHDC
- Review and assessment of RFQ respondents with and for the MSHDC
- Development of an RFP with and for the MSHDC
- Review and assessment of RFP respondents with and for the MSHDC
- Attendance at meetings, as needed.
- Preparation and execution of advertising/marketing plan with and for the MSHDC to ensure broad distribution of RFQ and RFP to qualified developers
- Coordinate review process by Massachusetts Historical Commission (MHC), Medfield Historical Commission (HC) and Medfield Historic District Commission (HDC) with and for the MSHDC.
- General support services to the MSHDC and Town of Medfield throughout developer selection and procurement process

2. Legal services actually performed by the Firm for the Client shall be charged at the rate of \$200.00 per hour for each hour for all legal work performed by the firm's partners, associates and/or attorneys-of-counsel. Hourly charges shall only apply to services provided by attorneys.

3. The firm does not charge for work performed by paralegals and support staff.

4. The firm's internal costs, such as telephone services, utilities and clerical assistance, are not the municipality's responsibility. Nor are standard mailing fees or routine copying costs charged to the Town. Filing fees, the cost of bulk copying and extraordinary mailing fees (e.g. certified mailings, overnight mailings), recording costs, and costs for other similar items, however, will be billed on a direct basis. Expert consultant fees, title examinations and costs for stenographic transcripts shall also be the Town's responsibility.

5. The firm bills in increments of one-tenth (1/10) of an hour. Substantive telephone calls and conferences and receipt, review and drafting of correspondence and e-mail are billed at a minimum rate of two-tenths (2/10) of an hour. It is the Firm's practice NOT to charge for insubstantial telephone conversations or insubstantial email exchanges with the Town's officials.

6. Travel time is billable to the Town provided that travel time to and from the Town will be

based upon travel from the Firm's nearest office in Millis, Massachusetts.

7. The Client is not required to provide a retainer for the services covered by this agreement. Monthly invoices will be submitted to the Client at the above noted address and said invoices will be paid in full by the Client within thirty (30) days of their date.

8. The Client understand that it has the right to consult with another lawyer in connection with any of the terms of this agreement prior to signing it.

9. It is understood and agreed that the hourly time charges for legal services include, but are not limited to, the following: court or agency appearances; travel; conferences; telephone calls; correspondence; legal research; preparing for and conducting depositions; preparation of pleadings and memoranda; reading and reviewing file materials; preparation for agency, pre-trial hearings, and trial; and post-trial proceedings.

10. It is understood that the Firm is bound by various ethical responsibilities governing the practice of law and, accordingly, the Engagement contemplated hereunder shall be limited to those services that are permissible under the firm's ethical responsibilities.

11. The Firm shall not at any time be required to continue to represent the Client unless all of the Firm's prior bills have been paid when due.

12. In the event that the Firm ceases to represent the Client and the Client owes an outstanding indebtedness to the Firm, the Firm shall return to the Client all papers, documents and tangible materials which the Client furnished to the Firm, if requested by the Client. The Client is not entitled to any other items such as investigative reports, depositions, or the lawyers' work product, unless said items have been paid for.

13. It is understood and agreed that interim bills, and the final bill, to be rendered by the Firm shall, in addition to reflecting the time expended, take into account the factors prescribed by the Supreme Judicial Court to be considered as guides when determining the reasonableness of fees for legal services, including the following:

- (a) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (b) the fee customarily charged in the locality for similar legal services;
- (c) the amount involved and the results obtained;
- (d) the time limitations imposed by the Client or by the circumstances;
- (e) the nature and length of the professional relationship with the Client;
- (f) the experience, reputation and ability of the lawyer or lawyers performing the services.

14. The Firm shall retain any records generated in its representation of the client for a period of six years after the conclusion of the matters contemplated under this Agreement. At the conclusion of such time period, the firm may destroy any such records, unless, prior thereto, the

client has requested the transfer of any such records to its possession.

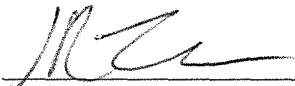
15. The foregoing represents the entire agreement between the Firm and Clients. By signing below, Client acknowledges that it has carefully read this agreement, understands its contents, and agrees to be bound by all of its terms and conditions; that the Firm has made no representation to the Client as to the likelihood of the outcome of any proceeding now pending or to be brought by or against the Client; and that the Client believes this agreement to be fair and reasonable.

16. This agreement may be signed in multiple counterparts.

[SIGNATURES ON FOLLOWING PAGE]

By: _____

_____,
Medfield _____, duly
authorized

By:  _____
Jason R. Talerman, Esq.
Mead, Talerman & Costa, LLC

**TOWN OF MEDFIELD
WARRANT FOR THE ANNUAL TOWN MEETING
2020**

On **Saturday, the twenty-seventh day of June, 2020** commencing at 11:00 AM the following Articles will be acted on **outside** on the Calvin Fisher Field at the Amos Clark Kingsbury High School, located at 88R South Street in said Medfield, viz.

Article 1. To see if the Town will vote to accept the following named sums as Perpetual Trust Funds for the care of lots in the Vine Lake Cemetery, the interest thereof as may be necessary for said care, viz.

PERPETUAL CARE 2019	
Maureen O'Driscoll	\$3,000.00
Harold M Gibbons	600.00
Stephen & Donna Dragotakes	3,000.00
Brad Weafer	1,500.00
Jennifer W Reiling	750.00
Amin F Sabra	3,000.00
Molloy, Linda J	3,000.00
Peter Michael Stanton	3,000.00
Margaret Warren	3,000.00
Mary E Viens & Richard Catenacci	750.00
Maria & David Seaver	750.00
Lisa M Priest	3,000.00
Sandra & Ray Dalbec	3,000.00
Philip & Mary Brandolo	600.00
Fritz Fleischmann & Katrin Fischer	750.00
Cathleen Dugan	3,000.00
Cathleen Dugan	3,000.00
Christopher & Cory Pray	1,500.00
Joseph A & Julie M Wallace	3,000.00
Stephen M Hayes	3,000.00
TOTAL	\$43,200

Or do or act anything in relation thereto.

(Cemetery Commissioners)

Article 2. To see if the Town will vote to set Expenditure Limits for 53E ½ Revolving Funds established under the Code of the Town of Medfield, Chapter 117 Departmental Revolving Funds for Fiscal Year 2021, as follows:

<u>Section</u>	<u>Amount</u>
5.1 Fire Alarm Revolving Fund	\$32,000
5.2 Ambulance Revolving Fund	70,000

5.3	Advance Life Support Revolving Fund	225,000
5.4	Community Gardens Revolving Fund	3,000
5.5	CENTER at Medfield Building Maintenance Revolving Fund	30,000
5.6	Library Revolving Fund	5,000
5.7	Respite Care Revolving Fund	125,000
5.8	Transfer Station Recycling Revolving Fund	10,000
5.9	Former State Hospital Revolving Fund	100,000
Total		\$600,000

Or do or act anything in relation thereto.

(Board of Selectmen)

Article 3. To see if the Town will vote to appropriate \$162,713.02 of money from the Public, Educational, and Governmental (PEG) Access and Cable Related Fund to Medfield TV for the purpose of providing local cable access services, equipment, and programming for the Town of Medfield, or to take any other action related thereto.

(Board of Selectmen)

Article 4. To see if the Town will vote to fix the salary and compensation of the following elected officers: Moderator, Town Clerk, Selectmen, Assessors, School Committee, Trustees of the Public Library, Park and Recreation Commissioners, Planning Board, Housing Authority, and Trust Fund Commissioners, or do or act anything in relation thereto.

Officer	Present Salary	Warrant Committee Recommends
Town Clerk	\$73,144	\$73,144
Selectmen, Chairman	\$900	\$900
Selectmen, Clerk	\$900	\$900
Selectmen, Third Member	\$900	\$900
Assessors, Chairman	\$900	\$900
Assessors, Clerk	\$900	\$900
Assessors, Third Member	\$900	\$900
Moderator	0	0
Housing Authority	0	0
School Committee	0	0
Library Trustees	0	0
Planning Board	0	0
Park and Recreation Commissioner	0	0
Trust Fund Commissioners	0	0

(Board of Selectmen)

Article 5. To see if the Town will vote to amend the Personnel Administration Plan and Classification of Positions and Pay Schedule, effective July 1, 2020, as set out in the warrant, or do or act anything in relation thereto.

**PERSONNEL ADMINISTRATION PLAN
CLASSIFICATION OF POSITIONS AND PAY SCHEDULE**

Police Department as per Contract

Sergeant	Step 1	Step 2	Step 3
7/1/2019	\$1,386.57	\$1,429.45	\$1,480.74
<i>bi weekly</i>	\$2,773.14	\$2,858.90	\$2,961.49

Police Officer	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2019	\$1068.57	\$1,103.63	\$1,135.69	\$1,170.81	\$1,207.01	\$1,244.35
<i>bi weekly</i>	\$2,137.14	\$2,203.26	\$2,271.38	\$2,341.61	\$2,414.01	\$2,488.70

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2019	\$735.07	\$775.99	\$815.13	\$856.59	\$904.92
<i>bi weekly</i>	\$1,470.15	\$1,551.97	\$1,630.27	\$1,713.17	\$1,809.85

Specialist Range

7/1/2019	\$663.59	to	\$3,794.60	Annual Stipend
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Fire Department as per Contract

FIREFIGHTER/EMT

FF/EMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7/1/2017	23.91	24.64	25.35	26.13	26.91	27.74	28.54	29.39
7/1/2018	24.39	25.14	25.85	26.66	27.45	28.30	29.11	29.97
7/1/2019	24.87	25.64	26.37	27.19	27.99	28.86	29.69	30.57

LIEUTENANT/FF/EMT

LT/FF/EMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2017	27.74	28.57	29.28	30.02	30.92	31.84
7/1/2018	28.29	29.14	29.87	30.62	31.53	32.48
7/1/2019	28.86	29.72	30.47	31.23	32.17	33.13

Public Safety Positions

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Call FF/EMT	\$25.11	\$25.88	\$26.64	\$27.44	\$28.26	\$29.13	\$29.98	\$30.89
		Step 1	Step 2	Step 3	Step 4	Step 5		
		Step 6	Step 7	Step 8	Step 9			
Animal Control Officer/Inspector		\$22.80	\$23.46	\$24.09	\$24.80	\$25.50		
* Based on a 40-hour workweek		\$26.23	\$26.97	\$27.73	\$28.51			
Assistant Animal Control Officer		\$2,271	\$2,482	\$2,692	\$2,901	\$3,116		
* Annual Stipend		\$3,326	\$3,536	\$3,787				

Managerial Positions

	Minimum	Midpoint	Maximum
Grade 1	53,925	60,666	67,407
Children's Librarian Technical Services Librarian Young Adult Librarian Outreach Social Worker Conservation Agent Circulation Supervisor			
Grade 2	59,317	66,732	74,147
Administrative Asst. to the Selectmen/ Town Administrator Adult Services/Technology Senior Librarian			
Grade 3	65,249	73,405	81,561
Assistant Town Accountant/Budget Analyst IT Coordinator			
Grade 4	71,775	80,746	89,718
Council on Aging Director Park and Recreation Director Town Planner Director of Youth Outreach Building Commissioner			
Grade 5	80,387	90,435	100,484
Library Director			

	Minimum	Midpoint	Maximum
Grade 6	90,034	101,288	112,542
Town Accountant			
Principal Assessor			
Treasurer/Collector			
Deputy Police Chief			
Grade 7	100,838	113,443	126,048
Asst. Town Administrator			
Grade 8	106,486	127,783	149,080
Fire Chief			
Police Chief			
Director of Public Works			

Hourly Paid Positions

20	\$17.15	\$17.63	\$18.14	\$18.66	\$19.19	\$19.74	\$20.30	\$20.88	\$21.48
30	\$18.86	\$19.39	\$19.96	\$20.53	\$21.11	\$21.71	\$22.33	\$22.96	\$23.60
40	\$20.75	\$21.32	\$21.94	\$22.56	\$23.21	\$23.87	\$24.55	\$25.25	\$25.97
50	\$22.82	\$23.47	\$24.14	\$24.82	\$25.53	\$26.25	\$27.00	\$27.77	\$28.57
60	\$25.09	\$25.81	\$26.55	\$27.31	\$28.09	\$28.89	\$29.71	\$30.56	\$31.43
70	\$27.35	\$28.17	\$29.02	\$29.89	\$30.78	\$31.71	\$32.66	\$33.64	\$34.64
80	\$29.54	\$30.41	\$31.33	\$32.27	\$33.24	\$34.23	\$35.27	\$36.33	\$37.42
90	\$31.89	\$32.85	\$33.84	\$34.86	\$35.91	\$36.99	\$38.11	\$39.25	\$40.43

Grade 20		
Police Matron	Traffic Supervisor	DPW Part Time Laborers
Grade 30		
Office Assistant	Library Technician	Laborer
Mini Bus Driver	Truck Driver	
Grade 40		
Senior Library Technician	Groundskeeper I	Mechanic
Administrative Assistant I	Maintenance Technician	Transportation/Facilities Coordinator
Asst Adult Services /Tech Librarian		
Grade 50		
Payroll Coordinator	Administrative Assistant II	Volunteer Coordinator
Elder Outreach Worker	Equipment Operator	Water Technician
Field Appraiser		
Grade 60		
Administrative Assistant III	Park and Recreation Program Coordinator	
Grade 70		
Heavy Equipment Operator	Groundskeeper II	Water/WWTP Operator
Tree Warden	Lead Mechanic	Facilities Coordinator
Grade 80		
Crew Chief		
Grade 90		
Highway Supervisor	Water Supervisor	WWTP Supervisor

SPECIAL RATE/FEE POSITIONS- PART TIME/TEMPORARY

Veterans Agent	\$28,985	Annual
Sealer of Weights and Measures	\$2,804	Annual
Registrar	\$208	Annual
Library Page	\$11-\$14	Hourly
Police- Private Special Detail	\$35.08	Hourly
Tree Climber	\$22.96	Hourly
Snowplow Driver	\$25.00	Hourly

FIRE

Deputy Chief	\$4,228	Annual
Captain	\$2,537	Annual
Lieutenant	\$2,030	Annual
EMS Coordinator	\$1,973	Annual
Fire Alarm Superintendent	\$880	Annual

INSPECTORS

Inspector of Buildings \$32.86 Hourly

PARK AND RECREATION

			Annual
Program Director	\$16,073	to	\$19,775
Swim Pond Director	\$6,695	to	\$9,489
Swim Pond Assistant Director	\$4,468	to	\$6,329
Swim Team Coach/Guard	\$3,721	to	\$5,218
Assistant Coach/Guard	\$2,385	to	\$4,273
Water Safety Instructor	\$2,831	to	\$4,273
Lifeguard	\$2,693	to	\$3,957
Swim Pond Badge Checker	\$896	to	\$1,425
Swim Pond Maintenance	\$1,046	to	\$1,425
Swim Pond Set-up Workers	\$746	to	\$3,163
Camp Director	\$2,977	to	\$6,055
Camp Specialists	\$1,492	to	\$5,993
Counselors	\$1,194	to	\$3,164
Jr. Counselor	\$301	to	\$950
Tennis Director	\$4,468	to	\$6,329
Tennis Instructor	\$896	to	\$1,585
Trainee			\$11.44

(Personnel Board)

Article 6. To see if the Town will vote to raise and appropriate and/or transfer from available funds, sums of money requested by the Selectmen or any other Town Officer, Board, Commission, or Committee to defray operating expenses of the Town for the fiscal year commencing July 1, 2020, or such other sums as the Town may determine, as required by Massachusetts General Laws, Chapter 41, Section 108, or do or act anything in relation thereto.

(Board of Selectmen)

Article 7. To see if the town will vote to raise and appropriate from the FY2021 Tax Levy and/or transfer from available funds and/or borrow for capital expenditures, including the following:

FY21 CAPITAL BUDGET RECOMMENDATIONS					
DEPARTMENT	PROJECT	Dept Request	Funding Source Recommended		
			Revolving Funds	Enterprise Funds	Tax Levy
Fire	Replacement of Fire Engine	450,000			55,000

	SCBA Bottle Replacement	20,700			20,700
	Portable Radio Equip	12,500			12,500
Police	Cruiser Replacement (3)	156,000			55,000
	Weapon Replacement	7,550			7,550
ConCom/DPW	Emergency Action Plan for Dams	12,000			12,000
Water	Ford F550			106,000	
	Vactor Trailer			80,000	
Sewer	Emergency Generator			275,000	
	Infiltration and Inflow Prevention			142,500	
		Total to be funded by Tax Levy			162,750
		Total to be funded by Enterprise Funds			603,500

(Capital Budget Committee)

Article 8. To see if the Town will vote to appropriate \$779,500 and transfer said sum from the Municipal Buildings Capital Stabilization Fund created under Article 43 of the 2018 Annual Town Meeting for the purpose(s) and amount(s) below:

Project	Request
Dale Street School – Replace tempering valve	\$12,000
High School – Replace grease trap	\$20,000
High School – Replace lighting controls	\$15,000
High School – new A/C units for IDF/MDF Rooms	\$36,000
Memorial School – Exterior lighting control system	\$15,000
Middle School – RTU's	\$10,000
Middle School – Replace shut off valves	\$20,000

Middle School – Boiler and HVAC Repairs	\$28,500
Middle School – Replace gym bleachers	\$150,000
Wheelock School – Exhaust fan replacement	\$5,000
Wheelock School – Replace valves	\$10,000
Wheelock School – Fan coil upgrades at 45 units	\$14,000
Wheelock School – Replace tempering valve and hot water heater	\$110,000
Parks and Recreation Pfaff Center – Replace existing bathroom stall partitions	\$8,000
Town Hall – Brick walkway repair	\$7,000
Town Hall – Hot Water Heater replacement	\$8,000
Town Hall – Roof repairs	\$20,000
Town Hall – Exterior façade repairs	\$20,000
Town Hall – Badge system and cameras	\$31,000
Library – Window well repairs	\$8,000
Library – Window repairs	\$20,000
Library – Carpet replacement	\$27,000
The CENTER at Medfield – Repair side door	\$10,000
Emergency Facilities Repairs, with approval of the Board of Selectmen	\$175,000
Total	\$779,500

(Board of Selectmen/Capital Budget Committee)

Article 9. To see if the town will authorize, under General Laws Chapter 44, Section 21C, upon the recommendation of the Board of Selectmen, the following lease purchase financing agreements for the acquisition of equipment that may be acquired through the issuance of debt under G.L. c. 44 or improvement of a capital asset the improvement of which may be financed by the issuance of debt under G.L. c. 44, the term of such agreement not to exceed the useful life of the equipment or improvement as determined by the Board of Selectmen, and to authorize the departments specified below to enter into such agreements on behalf of the town, and to approve

appropriation for the first year payments of the agreements as stated below, or to take any other action relative thereto.

Equipment	Maximum Term	Authorized Department	Source of Appropriation	First Year Amount
<i>(1) Fire Engine</i>	<i>10 years</i>	<i>Fire Department</i>	<i>FY21 Capital Budget</i>	<i>\$55,000</i>
<i>(3) Police Cruisers</i>	<i>3 years</i>	<i>Police Department</i>	<i>FY21 Capital Budget</i>	<i>\$55,000</i>

(Board of Selectmen)

Article 10. To see if the Town will vote to raise, appropriate, or transfer from available funds the sum of \$4,498,492 for the Water Enterprise Fund and the Sewer Enterprise Fund as follows, or act in any manner relating thereto.

Water Enterprise Fund Direct Costs:

Expense	FY2021 Amount
Salaries	\$458,019
Operations	\$551,020
Emergency Reserve Fund	\$50,000
Capital Outlay	\$186,000
Total	\$1,245,039

Water Enterprise Fund Indirect Costs:

Expense	FY2021 Amount
OPEB Trust	\$17,655
Debt Service	\$619,922
Salaries, Benefits, Facilities, and other indirect costs	\$341,888
Total	\$979,465

Water Enterprise Fund Total: \$2,224,504

Sewer Enterprise Fund Direct Costs:

Expense	FY2021 Amount
Salaries	\$313,842
Operations	\$894,030
Emergency Reserve Fund	\$50,000
Infiltration and Inflow	\$50,000
Capital Outlay	\$417,500

Total	\$1,725,372
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Sewer Enterprise Fund Indirect Costs:

Expense	FY2021 Amount
OPEB Trust	\$28,476
Debt Service	\$261,520
Salaries, Benefits, Facilities, and other indirect costs	\$258,620
Total	\$548,616

Sewer Enterprise Fund total: \$2,273,988

And further that the above listed appropriations be funded as follows:

Water Fees for Service (User Charges)	\$2,011,963
Water Available Funds	\$8,886
Water Free Cash	\$203,655
Water Total	\$2,224,504

Sewer Fees for Service (User Fees)	\$1,823,331
Sewer Available Funds	\$4,681
Sewer Free Cash	\$445,976
Sewer Total	\$2,273,988

Enterprise Funds Total	\$4,498,492
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(Water and Sewer Board/DPW Director)

Article 11. To see if the Town will vote to transfer \$1,022 in funds received from the Massachusetts Department of Transportation for the Town's share of the fee charged for Uber, Lyft, or other ride sharing services originating in the Town, said funds to be used for road and or sidewalk improvements, or do or act anything in relation thereto.

(Board of Selectmen)

Article 12. To see if the Town will vote to appropriate \$15,000 and determine in what manner said sum shall be raised for the purpose of making improvements to the economic vitality of the Town, or do or act anything in relation thereto.

(Board of Selectmen)

Article 13. To see if the Town will vote to transfer \$106,895 from sewer betterments-paid-in-advance, to the Sewer Stabilization Fund, or do or act anything in relation thereto.

(Town Administrator)

Article 14. To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, to implement any Collective Bargaining Agreements between the Town of Medfield and Medfield Police Union from July 1, 2019 to June 30, 2020; or otherwise act thereon.

(Collective Bargaining Committee)

Article 15. To see if the Town will vote to appropriate \$50,000 and determine in what manner said sum shall be raised for the purpose of hiring consultants, engineers, and/or attorneys to assist the Town with the development and review of the Request for Qualifications/Request for Proposals for the Medfield State Hospital and surrounding areas, to advise the Town on matters concerning the site's disposition, reuse, or environmental remediation, said funds to be expended under the direction of the Board of Selectmen, with the understanding that the Board of Selectmen may authorize any other Town, board, commission, committee or department to expend a portion of said fund for such purposes, or do or act anything in relation thereto.

(Board of Selectmen)

Article 16. To see if the Town will vote to authorize the Board of Assessors to use a sum of money from free cash in the Treasury for the reduction of the tax rate for the fiscal year 2021, or do or act anything in relation thereto.

(Board of Assessors)

And you are directed to serve the Warrant by posting an attested copy thereof, in the usual place for posting warrants in said Medfield, seven days at least before the time of holding said Town Meeting.

Hereof fail not and make due return of this Warrant with your doings thereon, unto the Town Clerk at the time and place of the Town Meeting aforesaid. Given unto our hands this _____ day of June, Two-Thousand and Twenty.

Osler L. Peterson /s/

Michael T. Marcucci /s/

Gustave H. Murby, Sr. /s/

Board of Selectmen

By virtue of this Warrant, I have notified and warned the Inhabitants of the Town of Medfield, qualified to vote in election and at town meetings, by posting attested copies of the same at five public places seven days before the date of the Town Meeting as within directed.

Constable:

Date:

A TRUE COPY ATTEST:

James G. Mullen, Jr. CMMC, /s/

Town Clerk