



TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

RECEIVED
TOWN OF MEDFIELD, MASS
2019 OCT TOWN CLERK

OFFICE OF THE
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

Board of Selectmen

Board or Committee

<u>PLACE OF MEETING</u>	<u>DAY, DATE, AND TIME</u>
Town Hall, Chenery Meeting Room, 2 nd floor	Tuesday October 15, 2019 @ 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 in the Middle East and around the world

Citizen Comment

Appointments

Jean Mineo

Discuss the 2019 Holiday Stroll

Lease Agreement for the Chapel and Infirmary

Action Items

Town Counsel Mark Cerel requests the Selectmen to vote to sign Assent and Waiver Notice pertaining to the Gift of Land from the Estate of Carol M. Stockman

Vote to sign License Agreement with 39 Quarry Road

Resignation letter from Council on Aging Board member Gwynneth Centore due to moving out of Town

Selectmen are requested to vote to authorize Town Administrator Trierweiler to sign Acceptance of Monthly Contribution Rates for Medex2 for the renewal date of 1/1/2020 to 12/31/2020

Vote to issue RFP for Hinkley property

Discussion Items

November 18, 2019 Special Town Meeting Warrant Articles

MSH Zoning

Town Administrator Update

Board of Selectmen Action List

Licenses and Permits (Consent Agenda)

Boy Scout Troop 89 requests permission to place a sign at the Transfer Station announcing their annual Christmas Tree pick-up and Recycling Program

Zelus Beer Company requests a one-day malt beverage permit for the Cyclocross Race to take place at the state hospital site on Saturday December 14, 2019 Noon to 4:00 PM

Selectmen Report

Information

Town Counsel submits documents to Norfolk Superior Court regarding Conservation Commission and Noon Hill Road resident

From Planning Board, draft copy of October 3, 2019 meeting minutes

Notice from Department of Public Utilities pertaining to Petition of Eversource, for approval of 2016-18 energy efficiency report

Letter from Sovereign Consulting, Inc. regarding results of Groundwater Sampling at former Texaco Station, Spring St

Next meeting dates

October 21 @ Planning Board

October 31 @ 9:00 AM

November 5

November 18, 2019 Special Town Meeting

S. Clarke
10-10-2019

OFFICE OF THE
TOWN CLERK

2019 OCT 10 P 2:52

RECEIVED
TOWN OF MEDFIELD, MASS.

Jean Mineo to discuss 2019 Holiday Stroll and including:

Public Safety Plan

Permission to use the exterior façade of Town Hall and set up a 10 x 10 tent on the front lawn for a new outdoor attraction; a large scale interactive video projection. This replaces the ice sculptor.

Permission to post signs announcing the Friday December 6 event

And discuss the Lease Agreement for the Chapel and Infirmary



Holiday Stroll Dec. 6, 2019
Proposal for Town Hall
Art Installation Projection: Figuration
Submitted by: Jean Mineo

BACKGROUND

2019 is the 5th anniversary of the Holiday Stroll - a free, festive, family-friendly event that takes place at 17 venues along Main and North Streets, Route 27, and the Dwight Derby House.

The Stroll showcases about 40 artists at three sites (Zullo Gallery, Library, UCC Church), and includes three local food trucks. For the past three years, the Stroll has included an outdoor ice sculptor as an attraction. In 2018, we counted over 1,800 visitors to the indoor venues between 4 pm – 9 pm.

REQUEST

This year, CAM would like to replace the ice sculptor with a new outdoor attraction – a large scale, interactive video projection. We are working with Masary Studios (Boston) to bring their piece “Figuration” to Medfield during the Holiday Stroll and we are requesting permission to use the exterior façade of Town Hall and the front lawn for this project.

Figuration projects a non-descript background onto the building and the public is invited to stand (and move) between the projection and the building. Their movements are captured and incorporated into the projection as a silhouette, in real time. In addition, the movements trigger a specific set of sounds and drum beats, creating a one-of-a-kind score. The work is activated by the public and is appropriate for all ages.

We request permission to set up a 10’x10’ tent on the lawn to protect the equipment in the event of mildly inclement weather, and to access electricity in Town Hall for the projectors.

BUDGET

“Figuration” project costs for two personnel and equipment is \$4,100. CAM is requesting \$1,000 from the Meals Tax allocation.

ADDITIONAL INFORMATION

<http://www.masarystudios.com> <http://www.masarystudios.com/installations#/figuration/>



D R A F T Lease Agreement

THIS LEASE is made on the (date) day of (month and year).

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:

- | | |
|---|--|
| 1. LANDLORD: Town of Medfield
a municipal corporation
ADDRESS: PO Box 315
Medfield, MA 02052 | TENANT: Cultural Alliance of Medfield, Inc.
a non-profit corporation
Address: 3 Alder Road
Medfield, MA 02052 |
|---|--|

WHEREAS, Landlord operates public buildings and makes such buildings available for use by individuals and organizations to benefit citizens of the Town of Medfield; and

WHEREAS, Landlord does not currently have the resources or the desire to renovate, operate, maintain, and manage the use of the Chapel and Infirmary located at the former Medfield State Hospital (address?) in Medfield, Massachusetts (the "Buildings"); and

WHEREAS, the Buildings are an important asset of the Town of Medfield and Landlord desires to preserve the Buildings as such and implement uses: namely, to provide educational, cultural and community enrichment programs related to the arts, which programs provide benefits for the residents of Medfield and therefore serve an important public purpose; and

WHEREAS, the Landlord has determined that it is in the best interests of the Town of Medfield to have a third party renovate, operate, maintain and manage the Buildings; and

WHEREAS, the Town of Medfield authorized Board of Selectmen on October 29, 2018 to lease a portion of Town-owned land at the former Medfield State Hospital, consisting of the two buildings formerly known as Lee Chapel and the infirmary, **together with the surrounding land, to a public or private entity, consistent with the provisions of G.L. Ch. 30B, Section 16** for up to ninety-nine years, upon such terms and conditions as the Board of Selectmen determine to be in Town's interests for the purpose of developing and operating an arts and cultural center and, if deemed necessary or desirable, to authorize the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to enact special legislation authorizing the Town of Medfield to enter into such a lease, or do or act anything in relation thereto. *(note: the language in red was approved at Special Town Meeting, it was subsequently modified in the Act passed by the state below)*

WHEREAS, the State of Massachusetts passed act H3643 on July 29, 2019 authorizing the Town of Medfield to enter into a long-term lease for an arts and cultural center as follows:

- Section 1. Notwithstanding section 3 of chapter 40 of the General Laws or other general or special law to the contrary, the Town of Medfield, acting by and through its Board of Selectmen, may lease a portion of Town-owned land at the former Medfield State Hospital, consisting of the two buildings formerly known as Lee Chapel and the Infirmary Building, **and only the adjacent land on the developed campus of the former Medfield state hospital, not to include any land**

previously authorized or directed to be transferred or dedicated as open space, recreation, agriculture or conservation land in any other general or special law affecting the Medfield state hospital holdings, to a public or private entity for up to ninety-nine (99) years, upon such terms and conditions as the Board of Selectmen determine to be in the Town's interests, for the purpose of developing and operating an arts and cultural center.

Section 2. Notwithstanding section 16 of chapter 30B of the General Laws or any other general or special law to the contrary, but subject to subsections (1), (b) and (g) of said section 16 of said chapter 30B, the town of Medfield, acting by and through its board of selectmen, may enter into a lease, as authorized by section 1, with Cultural Alliance of Medfield, Inc., a non-profit corporation.

Section 3. This act shall take effect upon its passage.

WHEREAS, Tenant is willing to assume responsibilities for renovating, operating and maintaining the Buildings and managing the use of the Buildings to provide studio space, classes, public performances, community meeting space and for other such uses as may be permitted under this Lease Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, Landlord and Tenant hereby agree as follows:

2. LEASED PREMISES. The Leased Premises are those premises described as:
 - a. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Buildings, containing approximately (X square feet) in the Chapel and (X square feet) in the Infirmary, **the grassy (and paved areas?) in between the buildings for the purpose of a new addition to connect the two Buildings, the grassy and paved areas (?) around the Buildings, together with the side yard areas and the access drive thereto (?) collectively herein referred to as the "Leased Premises" in accordance with the terms of this Lease Agreement.** The Leased Premises are shown on the plan hereto as Exhibit #, date?.
(note: we'd need the land between the two buildings for the new addition, and while we'd like access to the green space immediately surrounding the buildings, not sure we'd want to maintain them in the event there's a larger development around the arts center, TBD).

3. TERM.
 - a. The term of the Lease shall be for a period of 99 years commencing on the (date and year) and ending on (date and year) 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 ninety (90) days prior written notice to the other party.

4. PURPOSE AND USE OF THE LEASED PREMISES.

Lessee and its sub lessees, 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, Lessee and its employees, agents, representatives and invitees shall have the right to use in common with others lawfully entitled thereto the grounds and parking areas adjacent to the Buildings.
5. PROHIBITED PURPOSE/USES. It is agreed and understood that the property shall be used for purposes detailed in Clause # 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 Clause # 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 subject Premises, 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 property made in accordance with the purposes set forth in Clause # of this agreement 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 existing plans and specifications.
8. HEAT, UTILITIES, WATER AND SEWER. *Tenant shall pay all costs associated with the heat, utilities, water, and sewer services necessary to provide service to the premises. (note: when in operation, and not the cost of providing services on the grounds leading up to the building)*
9. OBLIGATION TO MAINTAIN AND KEEP IN GOOD REPAIR. CONDITION OF LEASED PREMISE; 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 Clause # of this Agreement.

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.

- 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 limits of at least [\$500,000.00/\$1,000,000.00] for injury or death to any one person and [\$500,000.00/\$1,000,000.00] for any one accident and [\$300,000.00] with respect to 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.

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.

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 Clause # of this Agreement.
- 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 Clauses, [6,8, and 10] of this Lease.
- g. Tenant shall be deemed in default of this lease for failure to comply with those obligations set forth in Clauses [4,7, and 9]
- h. Tenant shall be deemed in default of this lease for failure to make suitable progress, as funds permit, with work described in [Clause #].

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 a default in [Clause #, Sections #-#] within a forty five (45) day period of time.
- b. The Tenant shall have the opportunity to cure a default of [Clause #, Sections #-#] within a time period mutually agreed upon by the Landlord and Tenant following a diligent evaluation of relevant issues.

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.
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 Agreement, or is subject to a difference of interpretation, the parties may mutually agree to enter into arbitration as a means to resolve the outstanding issue.
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 Clause 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 Clause 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.

IN WITNESS WHEREOF the parties have set their hands and seals on the (Date) day of (Month, year).

TOWN OF MEDIFELD
By its Board of Selectmen

Cultural Alliance of Medfield, Inc.

(Name, Chairman)

By its President, so duly authorized

<input checked="" type="checkbox"/> ASSENT AND WAIVER OF NOTICE <input type="checkbox"/> RENUNCIATION <input type="checkbox"/> NOMINATION <input type="checkbox"/> WAIVER OF SURETIES	Docket No. NO18P1935EA	Commonwealth of Massachusetts The Trial Court Probate and Family Court
	Estate of Carol M. Stockman <small>Case Name</small>	
		Norfolk Division

As a person interested in the above-captioned case: (Check all that apply.)

SECTION I. ASSENT AND WAIVER OF NOTICE

I hereby assent to the 1st and Final Account of Jacqueline S. Smith for the Period 3/11/2018 -3/12/2019
Name of Pleading
 filed with the Court and I waive my right to any statutory notice related to that specific pleading. I request that the relief requested in that pleading be allowed.

FOR ESTATE AND ADMINISTRATION CASES ONLY:

SECTION II. RENUNCIATION/NOMINATION (Select **ONE** of the appropriate boxes below.)

(A) I renounce my right to appointment as Personal Representative and my right to nominate, if any.

(B) I renounce my right to appointment as Personal Representative and nominate:

Name: _____ to serve in my place.
First Name M.I. Last Name

(C) I assent to the nomination of:

Name: _____ to serve as Personal Representative with
 me or to apply for appointment.
First Name M.I. Last Name

SECTION III. WAIVER OF SURETIES

I assent to the Personal Representative(s) serving without sureties on the bond.

SIGNED UNDER THE PENALTIES OF PERJURY

I certify under the penalties of perjury that the foregoing statements are true to the best of my knowledge and belief.
 Town of Medfield, by its Board of Selectmen

Date: Gustave Murby Osler Peterson Michael Marcucci
Signature of Interested Person
Town of Medfield (please print name and title below signature)
(Print name)
459 Main St.
(Address) (Apt, Unit, No. etc.)
Medfield MA 02052
(City/Town) (State) (Zip)
 Primary Phone #: 508-906-3011

October 6, 2019

Selectmen:

I am moving to Norfolk on the 24th of October and so am resigning my position as COA board member. I have enjoyed working with the COA staff especially Roberta.

Gwynneth Centore

RECEIVED

OCT 07 2019

MEDFIELD SELECTMEN



MIIA HEALTH BENEFITS TRUST
Renewal Proposal 1/1/2020 - 12/31/2020
Medfield

MONTHLY CONTRIBUTION RATES				
PRODUCTS		CURRENT	RENEWAL	
		RATES	RATES	INCREASE
Medex 2	Medex 2	\$177.36	\$171.84	-3.11%
	Blue Med Rx	\$158.02	\$163.54	3.49%
	Total	\$335.38	\$335.38	0.00%

Blue Medicare Rx rates represent PDP Option 26 (\$10/\$20/\$35 RX, 2x MO).

Renewal rates are based on continuing the current enrollment level.

Signature for Acceptance of Rates	Date

**Town of Medfield Request for Proposals
for the Sale of “Hinkley South”**

The Town of Medfield is seeking proposals for the sale of 5.48 acres of undeveloped land together with access, known as “Hinkley South” located off Ice House Road in the northwest quadrant of the Town (Parcel ID: Map 64 Lot 001, RT zoning district) for the development of age-restricted ownership units to be permitted pursuant to MGL Chapter 40B with 25% of the units reserved for seniors (62+) earning less than 80% of the area median income. The actual number of units will be determined based on the developer’s proposal. The property is “As Is” condition.

All firms/individuals interested can obtain a copy of the Request for Proposals from Sarah Raposa, Town Planner, sraposa@medfield.net or (508) 906-3027. Proposers must register with the Town at the same e-mail address no later than Friday, November 15, 2019 at 12:00 pm. All proposal inquiries and responses will be shared with all registered Proposers.

Applicants should submit one (1) unbound original and ten (10) bound copies of the proposal on or before Thursday, December 5, 2019 at 10:00 am to Kristine Trierweiler, Town Administrator, 459 Main Street, MA 02052, at which time and place the bids will be opened and recorded. Include one (1) electronic version of the proposal on a flash drive. All submissions must be clearly labeled "Hinkley South" on the exterior of the envelope/package and must include all required documents, completed and signed per the instructions and attached forms included in this RFP. Late proposals will not be accepted. The Town reserves the right to reject any or all proposals and/or limit the scope of this project as deemed in the best interest of the Town.

The Town of Medfield makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations. Proposers’ responsibility for due diligence: Prospective developer should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

The Town of Medfield has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L.c.30B. Therefore, the provisions of M.G.L. c. 30B are incorporated here by reference.

Site Tour and Briefing: Interested developers are strongly encouraged to attend an on-site briefing session on Wednesday, November 13, 2019 at 2:00 pm at The Center, One Ice House Road, Medfield, MA. Registration to attend the briefing is required no later than the close of business on Tuesday, November 12, 2019 at 2:00 pm. To register, or for additional information, contact Sarah Raposa, Town Planner, sraposa@medfield.net or (508) 906-3027.

**Town of Medfield Request for Proposals
for the Sale of “Hinkley South”**

Article 26



Hinkley South
Map 64 Parcel 001
672-75
5.48 acres

OVERVIEW

The Town of Medfield is seeking proposals from experienced developers for the sale of 5.48 acres of undeveloped land located off Ice House Road in the northwest quadrant of the Town (Parcel ID: Map 64 Lot 001). The Hinkley property is immediately northwest of the Medfield Senior Center property (aka The CENTER) and southeast of a residential subdivision along Copperwood Road and Bishop Lane. The Town acquired this land in 2000 for \$1,115,000 (Legal Reference: 15619-203). In 2018, the Town subdivided the parcel, added additional land from the adjacent town-owned senior center (Plan Book 672 Page 75 plan #1930-21), and at the 2019 Annual Town Meeting, authorized the Board of Selectmen to dispose of the parcel for development for senior housing. It is intended the project be a Local Initiative Program (LIP) project permitted under MGL ch 40B §§20-23.

The goals of the development include:

1. Senior (62+) with handicapped-accessible units
2. One- and two-family style buildings
3. Ownership development with market rate pricing between \$450,000-\$550,000
4. Minimum of 25% affordable deed restricted units (as required by 40B) to serve seniors earning 80% of the area median income. The units should be restricted to affordable housing purposes in perpetuity.
5. Request for 70% local preference for affordable units (the Town intends to request this after a comprehensive permit is approved)

6. Seniors prefer maintenance free living with the following design considerations:
 - 1,200 – 1,500 sf on small lots
 - Open floor plan
 - Zero step entry
 - One floor living, garage and private outside area
 - Walk-in shower with grab bars and seat
 - Higher toilets
 - Extra-wide doorways and halls
 - Accessible electrical controls and switches
 - Lever-style door and faucet handles
 - Energy-efficient building materials and appliances

Ice House Road was constructed to Town standards by the Town in 2006 but access to the site will need to be extended from Ice House Road via easement over Lot 3 (see attached site plans). Utilities such as town water, sewer, electric and gas lines are in public ways proximate to the site, but will need to be extended over the town-owned “Lot 3” via an access and utilities easement. The site has no buildings and is fully vegetated with some wetlands and outcroppings of ledge. The Hinkley parcel is in the Residential Town (RT) zoning district, which has a minimum lot size of 40,000 square feet under the existing zoning. Small portions of the Hinkley parcel closer to Ice House Road are located within the Primary Aquifer Overlay Zone. The Bay Circuit Trail passes over a portion of the property. Bidders are responsible for their own review and analysis related to all aspects of the project.

The developer selected will be responsible for obtaining and paying for all permits, licenses and approvals required to proceed with the development. No environmental testing or other site investigations of the Property will be permitted unless and until the Successful Proposer has executed a purchase and sale agreement.

Background

The Medfield Affordable Housing Trust was created by Town Meeting vote in April of 2017, charged to implement the approved Medfield Housing Production Plan (HPP); it has worked to keep the town in “safe harbor” from unfriendly 40B development through annual housing production targets. For the latter, the work of the AHT has successfully positioned the town to continue in Safe Harbor through 2022, assuming state and ZBA approvals on recently endorsed projects. This will also bring the town to 9.7% of the state required 10% affordable housing units, squarely on course to reach compliance with Chapter 40B.

The Medfield Housing Production Plan (HPP) outlines a mix of housing types to meet the full range of housing needs within our community; rental apartments, ownership townhomes/homes,

and group homes, meeting the full range of family needs; seniors and the developmentally challenged needing a group living setting to be successful citizens. These are important values of the town, all embodied in the HPP, the charge of the AHT, and the impetus of the town meeting warrant article to create affordable and moderately priced market rate housing for Medfield seniors. To date, many of the development projects brought to and endorsed by the AHT have been apartment style units; this proposal will partially address the need for owned housing for seniors, noticeably lacking in town today.

Need For Senior Housing

In Spring of 2018, a comprehensive [Senior Housing Survey](#) (SHS) was conducted utilizing professional survey practices and receiving an above standard response rate; 2,204 Medfield households were surveyed, with 695 responses, a huge (32%) response rate. These responses showed Medfield's senior needs to be both large and immediate, as follows:

- **Need** – 19% of Medfield's senior households (410 units) are extremely/very likely to move into senior housing if available; an additional 29% (648) of these households are somewhat likely to do so.
- **Timing** – The need is **now** – if available, 369 of our senior households would move in now or within the next two years.
- **Buying versus Renting** – 22% of our senior households would buy only, and an added 32% strongly prefer buying to renting – 20% of our seniors are neutral on buy versus rent, so 74% will consider buying.
- **Housing Choice** – 42% of the senior households surveyed desired cluster/attached housing, likely in this location
- **Pricing** – 57% of our senior households want pricing to be between \$300,000-\$500,000

Other Housing Related Town Documents:

- [Housing Production Plan \(2016\)](#)
- [Medfield Affordable Housing Trust Action Plan \(2018\)](#)
- [Senior Housing Study Report \(2018\)](#)

SCHEDULE AND SUBMISSION REQUIREMENTS

An informational site visit will be held on Wednesday, November 13, 2019 at 2:00 pm (please register for the on-site meeting by Tuesday, November 12, 2019 at 2:00 pm).

Questions regarding the project may be submitted in writing to Sarah Raposa, Town Planner at sraposa@medfield.net. Questions should be emailed, and should be submitted any time prior to Friday, November 15, 2019 at 12:00 pm

Answers to questions will be provided to all registered Proposers no later than Wednesday, November 20, 2019. The Town will issue an addendum to address the written questions submitted by the aforementioned deadline. Only answers provided by the Town in writing may be relied upon by the proposers.

The Town will receive, through the Office of the Board of Selectmen, responses to this Request for Proposals. One (1) unbound original and ten (10) bound copies of each response, plus one electronic copy (on flash drive), must be delivered to the Office of the Board of Selectmen by noon on Thursday, December 5, 2019 at 10:00 am.

Kristine Trierweiler, Town Administrator
459 Main Street
Medfield, MA 02052

The Town of Medfield reserves the right to reject any and all proposals and to waive any informality in the proposals, if it determines that it is in the best interest of the Town to do so.

A complete Proposal package shall include the following:

- Proposal with cover letter signed by an individual or officer authorized to submit a Proposal, cover letter must identify if Proposer is represented by a licensed Massachusetts real estate broker.
- Form A – Certificate of Non-Collusion
- Form B – Certificate of Tax Compliance
- Form C – Price Proposal

Proposals must be submitted on the Proposal Forms provided in the Request for Proposal Form Package and contain no alterations, additional terms or conditions. The Town reserves the right to interview any and all Proposers.

Land disposition agreement shall be expected to execute an agreement on terms acceptable to the Town.

Proposal must acknowledge the Town's interest in this proposed project following the Local Initiative Program (LIP) process and permitted under MGL ch 40B §§20-23.

Any Proposal submitted that substantially alters any material terms herein so as not to be in conformance with the provisions contained herein will be deemed unresponsive.

RFP Selection Schedule (subject to change at Town's discretion)		
1.	AHT Finalize RFP	Thursday, October 3, 2019 (regular meeting)
2.	BoS Review/Approve RFP	Tuesday, October 15, 2019 (regular meeting; in packets by Thursday, October 10, 2019)
3.	RFP Release	Friday, October 18, 2019
4.	Ad in Central Register	Friday, November 1, 2019 (Send to Central Register by October 25, 2019)
5.	Ad in <i>The Press</i>	Friday, November 1, 2019 (Send to <i>The Press</i> by October 25, 2019)
6.	On-site Meeting Registration	Tuesday, November 12, 2019 at 2:00 pm
7.	On-site Meeting	Wednesday, November 13, 2019 at 2:00 pm
8.	Proposal Notification Registration Deadline	Friday, November 15, 2019 at 12:00 pm
9.	Questions Due	Friday, November 15, 2019 at 12:00 pm
10.	Answers Distributed	Wednesday, November 20, 2019
11.	Proposals Due	Thursday, December 5, 2019 at 10:00 am
12.	Proposal Distribution and Initial Review by AHT	Thursday, December 5, 2019
13.	Shortlist Proposals	Thursday, January 9, 2020 (regular meeting is Jan 2 but need to double check folks want to keep that date)
14.	Shortlisted Developer Notified	Friday, January 10, 2020
15.	Shortlisted Developer Interviews & Selection by AHT	February 6, 2020
16.	Committee Award Notification to Selected Developer (commence negotiation, if needed)	February 7, 2020
17.	Committee Developer Selection Recommendation to Board of Selectmen; Contract Negotiation & Contract Execution by Board of Selectmen	March 3, 2020
18.	Work Commences (i.e. LIP app. submission to DHCD)	Within 60 days of contract execution

SELECTION PROCESS

All packages submitted by the deadline will be opened in public and logged in. All information contained in the proposals is public. The Town Planner and the Medfield Affordable Housing Trust (MAHT) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. All proposals will be evaluated for completeness and meeting the submission requirements.

The MAHT will rank the proposals and select firms to be interviewed. Firms may be asked to provide further detail regarding their proposals, qualifications, and/or finances prior to or during an interview. The MAHT will assemble their assessment of the qualifying submissions and make their recommendation to the Board of Selectmen for their consideration. Negotiations by the MAHT or BoS shall be incorporated into the final proposed agreement. The terms of and the final award shall be subject to the review and approval of Town Counsel and awarded, at their discretion, by the Board of Selectmen, the Awarding Authority.

CRITERIA FOR EVALUATING PROSPECTIVE DEVELOPER/OWNERS

The following are the minimum proposal criteria for consideration:

1. Complete conformance with all submission requirements
2. Developer must have demonstrated experience in development and affordable housing
3. Developer should provide three references that would indicate their ability to complete work on time with a high level of quality
4. Certification of compliance on all state and local taxes (attached form)
5. Developer availability to commence work within 60 days of selection

Projects meeting the above **minimum** criteria will then be judged on the following, but not limited to, additional **comparative** evaluation criteria which will be rated on a scale, as follows:

- Highly Advantageous (HA, 5 points) – The proposal excels on the specific criterion.
- Advantageous (A, 3 points) – The proposal fully meets the evaluation standard of the specific criterion.
- Not Advantageous (NA, 1 point) – The proposal does not fully meet the evaluation standard of the specific criterion.

1. **Developer Qualifications, Experience and Financial Capability:**

- a) The Proposer must demonstrate a positive track record of property development in Medfield, Massachusetts, and/or a track record of completing projects of comparable size and complexity to the proposed project including structuring complex affordable housing finance transactions, and securing necessary permits and funding. All members of development teams should be able to demonstrate appropriate qualifications for their respective roles.
- b) The Proposal submission must include firm qualification information that demonstrates the Proposer's success with similar projects within the last five years in which one or more Principals of the Proposer's firm or other identified team members were involved.
- c) The Proposer must provide proof of sufficient assets to cover all obligations associated with the Proposal through closing. *Note: Financial information from private individuals will be treated as private, confidential information with access limited to essential individuals in accordance with the Fair Information Practices Act ("FIPA"), M.G.L. c. 66A.*
- d) The Proposer must certify that there are no legal or administrative actions past, pending or threatened that could relate to the ability or capacity of the Proposer, its principals, or any affiliates to undertake the project.
- e) The Proposer must certify that its firm (and principals) is not in default of any outstanding obligations to any federal, state or local municipalities.

- f) The Proposer must certify that the Proposer has no violations or issues pending before any federal, state, or local instrumentality as certified in the Certificate of Tax, Employment Security, and Contract Compliance.
- Highly Advantageous (HA, 5 points) – The Developer Entity has an identified team with a successful track record to finance, develop, operate and complete projects of comparable type, size, scale, and complexity on time and within budget forecast.
 - Advantageous (A, 3 points) – The Development Entity has an identified team with a successful track record of development projects but representative projects are not comparable type, size, scale or complexity, or the projects although not completed were not on time or within budget forecast.
 - Not Advantageous (NA, 1 point) – The Development Entity has not demonstrated a successful track record on projects of this magnitude and/or complexity.

2. Development Program Concept:

- g) The Proposal should include a narrative that describes the proposed project, including the proposed affordability, number of buildings, building styles, total square footage, building heights and massing, amenities, parking (surface/garages), site improvements, utility locations, site access, circulation, open space, community uses, average and peak estimated water and sewerage demands, average weekly peak traffic and vehicular attendance, and any other relevant site features.
- h) The Proposal must include schematic floor plans, elevations, and renderings with a table of general dimensions.
- i) The Proposal should conform with the goals of the development articulated above (Overview, #1-6) and appropriateness of design for the area, the parcel and the target population.
- j) The Proposal should specify any anticipated request for zoning waivers or any other permitting requirements
- k) The Proposal should include a description of any green technologies and sustainable design planned for the project.
- l) The Proposer must demonstrate the ability to complete the development within a reasonable period of time. A schedule of appropriate development phasing should be supported by a market feasibility analysis.
- m) Pro forma financial projections containing usual and customary data sufficient to establish financial feasibility for the project including a development budget and a sources and uses schedule. Proposers may also provide alternative pro formas that would be used by an identified financing source that the Proposers plan to use.

- Highly Advantageous (HA, 5 points) – The proposal enhances the surrounding community by providing a plan that meets or exceeds the goals 1-6 of the development, uses green building and energy saving techniques and provides significant public benefit.
- Advantageous (A, 3 points) – The proposal is generally consistent with the goals of the development. The plan offers some public benefits.
- Not Advantageous (NA, 1 point) – The proposal is inconsistent with the Town needs.

3. Price Proposal:

- n) The Proposer must provide an estimate of the ongoing economic benefit to the Town.
- o) Financial offer provides an acceptable overall benefit to the Town (value of sale, tax revenue, and non-monetary considerations).

- Highly Advantageous (HA, 5 points) – The Proposer’s Price Proposal provides a significant financial benefit.
- Advantageous (A, 3 points) – The Proposer’s Price Proposal provides a sufficient financial benefit.
- Not Advantageous (NA, 1 point) – The Proposer’s Price Proposal does not provide a sufficient financial benefit.

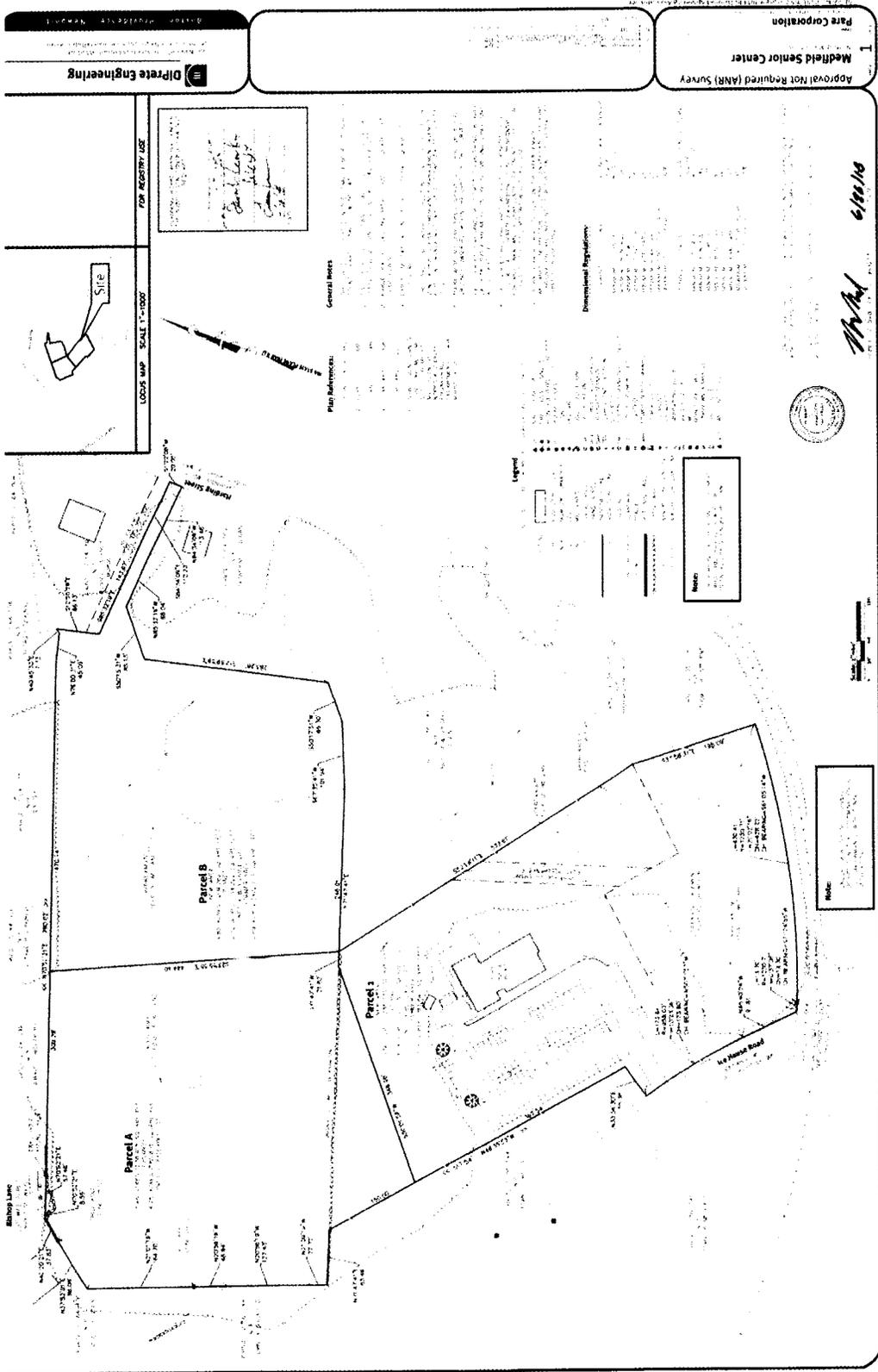
RESERVATIONS, DISCLAIMERS AND PROVISOS

- a. All of the terms, conditions, specifications, appendices and information included in this Request for Proposal shall constitute the entire Request for Proposals package and shall be incorporated by reference into each Proposal Submission. No conditions, other than those specified in this Request for Proposals will be accepted and conditional Proposals may be disqualified except as specified in this Request for Proposals.
- b. The Town makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this RFP, or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Premises, now or in the future. The furnishing of information by the Town shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each Proposer, by submitting a Proposal to the Town in response to this RFP, expressly agrees that it shall not hold the Town, or any of its respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.
- c. If any matter or circumstance under this RFP requires the consent or approval of the Town or that such matter be satisfactory to the Town, then same may be granted, withheld, denied or conditioned by the Town in the exercise of its sole discretion.

- d. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 30B, and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
- e. The Town reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any Proposal when it determines that it is in the Town's best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive. The Town reserves the right to accept, reject or negotiate at its sole and absolute discretion any Proposer-proposed changes to the model Purchase and Sale Agreement attached hereto.
- f. Proposers should assume that all material submitted in response to the RFP will be open to the public. The Town assumes no liability for disclosure or use of any information or data.
- g. All Proposers shall thoroughly familiarize themselves with the provisions of the RFP, Appendices, amendments and associated materials. Upon receipt of the RFP, each Proposer shall examine the RFP for missing or partially blank pages due to mechanical printing collating, or other publication errors. It shall be the Proposer's responsibility to identify and procure any missing pages or information.
- h. Proposers shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Proposers shall be solely responsible for verifying any and all physical or other site conditions of the subject property. Copies and summaries of physical or other site conditions of the subject property, if any, are included in this RFP only as a convenience. The Town and any of its respective officers, agents, contractors, or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.
- i. Proposers shall be entirely responsible for any and all expenses it incurs in preparing and/or submitting any Proposal(s) in response to this RFP including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.
- j. Proposers must complete each and every Proposal Form contained herein, if applicable.
- k. The Town expressly reserves the right to accept or reject any and/or all proposals if determined that proposal(s) is not in the Town's interest, financial or otherwise.

DRAFT

APPENDIX A - SITE PLANS



FORM A - CERTIFICATION OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid has been made and submitted 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.

Signature of person submitting contract/bid

Date

Name of Business

DRAFT

FORM B - CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or

Signature of Individual or Corporate Name

Federal Identification Number

Corporate Officer

(if applicable)

DRAFT

FORM C - PRICE PROPOSAL

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ EMAIL: _____

The undersigned hereby offers to purchase from the Town of Medfield subject to the provisions contained in the "Request for Proposals" dated October 15, 2019, approximately 5.48 acres of land, including any improvements thereon and appurtenances thereto, if any, located at Assessors' Map 64 Lot 001, also known as Hinkley South, Medfield Massachusetts for the payment of:

\$ _____ Lump Sum / _____

_____ Lump Sum (in words)

The undersigned hereby agree that:

- a. If I/we are declared the Successful Proposer I/we will enter into the Purchase and Sale Agreement in the time period specified in the RFP,
- b. The Successful Proposer assumes all risk of the liability for any and all injuries arising out of or in connection with, directly or indirectly, the inspection of the Property by the Successful Proposer or its agents or representatives and Successful Proposer hereby releases the TOWN from and against all liability for any such damages;
- c. The Successful Proposer hereby indemnifies the TOWN from any claim (whether or not resulting or likely to result in litigation), arising out of or due to, directly or indirectly, out of any information provided in this RFP;
- d. The Successful Proposer agrees to accept the Property in its "As-Is, Where-Is" condition and with all faults including but not limited to, any environmental conditions existing on or affecting the Property. The TOWN does not represent that the Property is in conformance with applicable laws, regulations or codes. The TOWN does not represent that Successful Proposer will be able to obtain any adjustment, variation or rezoning to permit any particular uses;
- e. Time is of the essence of this Offer to Sell;

- f. This Offer to Sell along with the RFP including all attachments constitutes the entire understanding of the parties hereto and, unless specified herein, no representation, inducement, promises or prior agreements, oral or written, between the parties or made by any agent on behalf of the parties or otherwise shall be of any force and effect;
- g. No official, employee or agent of the TOWN shall be charged personally by the Successful Proposer with any liability or expense of defense or be held personally liable under any term or provision of this Offer because of any breach;
- h. The TOWN reserves the right to reject any and all Proposals and responses in whole or in part, and then to advertise for new Proposals or to otherwise deal with the Property as may be in the best interest of the TOWN;

This Proposal Form A survives Execution of the Purchase and Sale Agreement.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in this Proposal to the TOWN are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made herein, change, the undersigned will promptly notify the TOWN in writing by certified mail or hand delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the TOWN to reject the undersigned's Proposal and may have the effect of precluding the applicant from doing business with the TOWN in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the TOWN or its designated representative in verification of the recitals regarding the Proposer's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned, is authorized to sign this Proposal on behalf of the Proposer and in accordance with ATTACHED SIGNED AND SEALED CORPORATE AUTHORIZATION.

The undersigned hereby acknowledges that I/we have received and read the Request for Proposal and have acquainted myself/ourselves with matters therein referred to and understand that in making this Proposal, all rights to plead misunderstanding regarding the same have been waived in connection to the Proposal.



Boy Scout Troop 89, Medfield, MA 02052
Chartered by American Legion Post 110, Medfield, MA

September 30, 2019

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

Dear Mr. Peterson, Mr. Marcucci and Mr Murby,

This letter is a request for permission for Boy Scout Troop 89 to place a sign at the town Transfer Station to announce our annual Christmas Tree Pick-Up and Recycling Program, to use trailers and large trucks to transport the trees to the Transfer Station for recycling, and to collect names for next year's program. This recycling event will be the 24th year of our program. Last year we collected trees from over 500 families in town, providing a tremendous boost to our fund-raising efforts and a valuable service to the community.

We are planning to provide the recycling pick-up services on Saturday, January 4th and Saturday, January 11th, 2019. Our thanks to you and Ms. Trierweiler for your support of this community service by the Boy Scouts of Troop 89, Medfield.

Sincerely,

José Lozano
Medfield Boy Scout Troop 89
78 Granite Street
Medfield, MA 02052

cc: Ms. Kristine Trierweiler, Town Administrator

Geoffrey Pedder
Managing Partner
ZêLUS Beer Company
1 Green Street
Medfield, MA 02052

Tuesday, October 1, 2019

Re: One Application for One-Day Beer License

To: Board of Selectmen, Town of Medfield

We are writing to request a one-day beer license to serve and sell beer at a Cyclocross Race at the Old Medfield State Hospital, 1 Stonegate Drive, Medfield. ZêLUS Beer Company is based in Medfield and have done previous events at many locations across Massachusetts. The event will take place on Saturday, December 14 from 12pm to 4pm. All our servers will be TIPS certified.

Best regards,

Geoffrey Pedder

geoff@zelusbeer.com

617-510-0260



TOWN OF MEDFIELD

Office of the

PLANNING BOARD

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

(508) 359-3027
(508) 359- 6182 Fax

MEETING OF:
October 3, 2019
MINUTES

Members Present: Chair Sarah Lemke; Teresa James, Member; George Lester, Member; Jim Brand, Associate Member; Paul McKechnie, Member; Seth Meehan, Associate Member

Members Absent: Greg Sullivan, Member

Staff Present: Sarah Raposa, Town Planner; Marion Bonoldi, Recording Clerk

Others Present: Gus Murby, Bob Tormey, Kathleen Conroy, Scott McDermott, Martina Spitzer, H. Wayne Pueschel, Lucille Fisher, Sarah Byrne, Mark Cerel, Cynthia Massaro, Bill Massaro, Bob Sliney, Ken Kearney, Jean Mineo, Date Bazinet, Rich Callahan, Bill Hajjar, Siobhan Donovan, Rebecca Kornet, John Harney, Tracy Hogan, Gil Rodgers, Osler Peterson, Todd Trebuhenko, Michael Marcucci, Kathy McCabe

Location: Medfield Town House, Chenery Meeting Room, 2nd Floor

Chair Sarah Lemke called the meeting to order at approximately 8:05 PM, and announced the meeting was being recorded.

Approval Not Required (ANR) Plans – none

Change of Use Determinations – none

Minutes (9/16/19) – Chair Lemke said the wording on the Ribpublic vote needs to be worded clearly; the extension until September 30, 2020 is only for weekends (Saturday or Sunday) and the weekdays will be revisited by the Board at a later date. Mr. McKechnie made a motion to approve the minutes with discussed edits from September 16, 2019. Seconded by Mr. Lester. The Vote: 3-0-1.

Pursuant to the provisions of MGL ch. 40A §5, the Medfield Planning Board will hold a public hearing at 8:05 p.m. on Thursday, October 3, 2019, at the Medfield Town House, 459 Main Street, for the purpose of accepting public comments on the following proposed amendments to the Town of Medfield Zoning By-laws:

Item 1: Article ## To see if the Town will vote to amend the Medfield Town Code Article 300 Zoning by adding a new section known as Article 300-20 to create a new “Medfield State Hospital District” seeking to: a) promote the reuse of the former Medfield State Hospital property and certain nearby properties by encouraging a balanced, mixed-use approach with housing, educational, recreational, cultural and

commercial uses, with open space and with public access; b) implement the goals and objectives of the Strategic Reuse Master Plan for Medfield State Hospital; c) promote the public health, safety, and welfare by encouraging diversity of housing opportunities; d) increase the availability of affordable housing by creating a range of housing choices for households of all incomes, ages, and sizes, and meet the existing and anticipated housing needs of the Town, as identified in the Medfield Housing Production Plan (2016); e) ensure high quality site reuse and redevelopment planning, architecture and landscape design that enhance the distinct visual character and identity of the Medfield State Hospital area and provide a safe environment with appropriate amenities; f) encourage preservation and rehabilitation of historic buildings; g) encourage the adoption of energy and water-efficient practices and sustainability; h) establish design principles and guidelines and ensure predictable, fair and cost-effective development review and permitting. Full text of the proposal is on file with the Town Clerk and the Planning Department and may be inspected during regular business hours, as well as on the Town's website at www.town.medfield.net. All interested persons should attend the public hearing.

Item 2: Article ## To see if the Town of Medfield will vote to create a new zoning district consisting of the following parcels as shown on the map titled "Proposed Medfield State Hospital District (MSHD)" dated 08/17/18 which is on file with the Town Clerk and Planning Department (71-001/Core Campus, 71-020/Laundry Parcel, 71-017/Water Tower, 63-004/Sledding Hill) for the purpose of creating a new zoning map district that enables the uses, dimensional requirements, permitting processes etc. of the proposed Medfield State Hospital District all as set forth in the document entitled "Notice of Planning Board Hearing Relative to Proposed Zoning By-Law Amendments Pursuant to M.G.L. c. 40A, § 5 Scheduled for October 3, 2019" on file in the office of the Town Clerk. Full text of the proposals is on file with the Town Clerk and the Planning Department and may be inspected during regular business hours, as well as on the Town's website at www.town.medfield.net. All interested persons should attend the public hearing.

Chair Lemke read the notice into record. Ms. Kathy McCabe, Lead Consultant for the Medfield State Hospital Master Plan Committee (MSHMPC), gave a slide presentation and had handouts for the Board. Ms. McCabe said that zoning helps implement the goals of the MSH Master Plan; zoning sets the framework. Ms. McCabe said when developers responded to the RFI, they asked for zoning to be in place and felt the vote would indicate if the town is in support of the MSH project. Ms. McCabe said that fine-tuning can still occur with the zoning; not concrete. Ms. McCabe said zoning is one tool that helps control what happens at the Medfield State Hospital.

Ms. McCabe said there was a "balanced approach" in developing the MSH Master Plan. The Master Plan was based on listening, research, analysis, multiple discussions and consensus surveys. Ms. McCabe said the MSHMPC had an open house with over 400 townspeople in attendance, community forums, multiple meetings and committee members visited some former state hospitals in the area. Ms. McCabe said the Master Plan passes the 3-prong test: good for the town, good for the taxpayer and good for the prospective private developer.

Ms. McCabe said the MSHMPC estimates a 2.5 – 2.7 million dollar net revenue after education costs to the town. The taxpayer is estimated to pay an estimated cost of \$122 per year in the early years of the plan. The developer is estimated to have a reasonable but tight return. The MSHMPC anticipates asking the developer to pay for the infrastructure costs.

Ms. McCabe said the Master Plan meets Medfield priorities for reuse – to maintain and enhance the character and values of the town, to address housing needs, to achieve reasonable economic and financial impacts on the residents and town services.

Ms. McCabe said there are approximately 305 housing units proposed in the Master Plan. Ms. McCabe outlined the sub-zoning districts at the MSH campus. Ms. McCabe noted the zoning article only address the areas to the north of Hospital Road. The sledding hill and the south field area at MSH are not part of this Special Town Meeting article.

Ms. McCabe said there have been many comments made about the zoning already. Ms. McCabe has compiled a list of the comments received at the September 3, 2019 Joint BOS meeting. Chair Lemke asked for public comment and then the Board will review the list of comments.

Mr. Osler Peterson, 10 Copperwood Road, gave a handout to the Board with nine bullet points. Chair Lemke noted that most of the bullet points involve the Southside of Hospital Road. Ms. Sarah Raposa, Town Planner, noted the Mr. Peterson comments/handout are included in the list from the September 3, 2019 Joint BOS meeting.

Mr. Paul Hinkley, 106 Harding Street, said a lot to the seniors in town would like to downsize to more affordable housing. Mr. Hinkley asked if approximate pricing is known of any of the units. Chair Lemke said no, not at this time.

Mr. John Thompson, 10 Emerson Road, is concerned about changing all of the zoning at once; throughout the campus. Mr. Thompson said if the developer can't fill the commercial spaces, the cost/unit number of the residential units will be driven up. Mr. Thompson feels the zoning should be phased in. Chair Lemke said the BOS will decide disposition of the land. Chair Lemke said there will be a second Town meeting vote regarding disposition of the land. Chair Lemke said the Planning Board is focused on zoning.

Mr. Bill Massaro, 36 Evergreen Way, said he has attended all of the meetings from the different Boards and Committees. Mr. Massaro said that phasing with a single developer is what is being discussed. Mr. Massaro said incremental phasing with more than one developer is not being discussed enough. Mr. Massaro feels more attention needs to be given to incremental phasing. Chair Lemke said the zoning doesn't prohibit phasing with more than one developer; the zoning proposed was created for a single developer or multiple.

Mr. Rich Callahan, 16 Maplewood Road, asked how the revenue number will be obtained. Ms. McCabe said essential through real estate taxes of the housing units.

At approximately 8:55 pm, Chair Lemke asked for any other comments from the audience. No more comments were given. Chair Lemke said the handout containing public comments from the September 3, 2019 BOS Joint meeting would now be reviewed. Ms. McCabe noted that a lot of the comments given were "housekeeping" or language issues and wants to focus on the major changes suggested.

Ms. McCabe said there was a question raised at the joint meeting as to if affordability should be kept in perpetuity rather than the minimum of 30 years. Mr. Mark Cerel said from a zoning standpoint, if they are individual projects, the standard is for affordability units to be in perpetuity. Mr. Cerel said the town could end up with a loss at the end of 30 years if it is not held in perpetuity. Mr. Cerel said from a municipal standpoint it should held in perpetuity. Chair Lemke asked what Medfield's inclusionary zoning says. Ms. Raposa said the inclusionary zoning is in perpetuity. Chair Lemke said that if the town inclusionary zoning ordinance is in perpetuity then it should remain in perpetuity for this zoning as well. Mr. McKechnie agreed.

Unidentified audience member asked how the housing projects would be maintained after they are built. Ms. McCabe said that concern would be addressed within the development agreement

Chair Lemke asked, per Mr. Peterson's written comments, whether or not site plan reviews should be required for rehabs. Ms. Teresa James said the design guidelines that are outlined in the zoning would all have to be met. Ms. James said the real question is whether the design guidelines are adequate. Chair Lemke said the building commissioner would have to confirm that the design guidelines are met. Ms. McCabe said the design guidelines are in place for control; the standards for control are there. Ms. McCabe said additional control can also be added with the Memorandum of Agreement. Chair Lemke feels no change is necessary in the wording of the proposed zoning. Mr. McKechnie and Ms. James agreed.

Ms. McCabe said there has been a lot of discussion about having flexibility in the zoning on "The Green", "North Field" and the "Water Tower." Ms. McCabe said "The Green" has been designated open space; "The North Fields" has been designated for agricultural and open space; and the "Water Tower" is restricted. Ms. McCabe said there has been some discussion about not limiting the zoning in those areas. Mr. Cerel said his concern is that if there are no uses permitted except "open space" and "recreation;" that zoning could inadvertently create Article 97 land. Chair Lemke said that Article 97 is a state law that says any land that was purchase or acquired by a legislative act cannot be removed from being open space without an act of the town and an act of the state legislature. Chair Lemke said Article 97 would take away from the town's flexibility to change those areas to buildable if necessary. The town would have to go to the state first. Mr. Cerel said the Board might want to find a few indifferent uses to add to the areas. Mr. Peterson said the town doesn't really know what is going to end up on any of the land and rather than change uses later with the state, the town should add them now. Chair Lemke agrees; the zoning should be up to the town and not the state.

Ms. Tracy Hogan, 20 Hospital Road, said the "North Field" needs to be preserved for Open Space. Chair Lemke said that the Planning Board is not talking about developing the "North Field". The Planning Board is trying to craft zoning that would be flexible and keep the town in control. Ms. Hogan said that it should be a burden to develop that land and if it needs to go to the state to change it from open space then we should do that. Mr. George Lester said he believes the town would most likely say that they would never change those areas to anything but open space so Article 97 is irrelevant.

Mr. Gus Murby, 121 Harding Street, said if zoning passes at the Special Town Meeting; it is still possible that we will not find a developer. Mr. Murby said that if zoning passes but the plan doesn't for developers then we might be in the position to change some things. Mr. Murby would like the zoning to be flexible without going to the state.

Ms. Raposa said there will not be a vote tonight on the final language. Chair Lemke suggests all of the Board members think about the language and potential use changes for the October 21, 2019 Planning Board meeting. Mr. Cerel said this is the Board of Selectmen's article so this issue would need to be resolved before the article goes to print.

Chair Lemke said that the Planning Board needs to let the BOS know the Planning Board would suggest the following changes to the zoning article:

- The in perpetuity language on the affordability restriction
- As to the Green and North Field – the following uses need to be changed from "NO" to "Special Permit"
 - Community Center, Recreation, Non Profit or Municipal Buildings or Education Museum

Mr. Seth Meehan suggested changing language to sections for the Water Tower, North Field, and The Green from “New Construction prohibited” to “New construction not currently envisioned” or something stronger. Ms. McCabe feels “New construction not currently envisioned” is a bit wishy-washy. Ms. McCabe feels that the Planning Board needs to take a bit of time and craft the appropriate language. Mr. Cerel said the warrant will need to be finalized by October 29, 2019. Ms. Raposa said that the Planning Board wants to make sure they are aligned with what the BOS would like in the article. Ms. Raposa said BOS members are encouraged to submit language before the next Planning Board meeting on October 21, 2019. Mr. Cerel suggests sending a memo to the BOS outlining the changes being discussed at tonight’s meeting.

Chair Lemke said the remaining comments in the handout are more about changing the Master Plan rather than zoning. Chair Lemke would like the zoning to be flexible to allow possible changes to the plan in the future but the Planning Board will not be suggesting changes to the Master Plan at this point. Mr. McKechnie agrees. Ms. James agrees.

At approximately 10:12 pm, Mr. Lester mad a motion to continue the hearing regarding the MSH Zoning Bylaw amendments on Monday, October 21, 2019 at 8:05 pm. Seconded by Ms. James. The Vote: 4-0.

At approximately 10:18 pm, Ms. James made a motion to adjourn. Seconded by Mr. McKechnie. The Vote: 4-0.

Respectfully submitted,
Marion Bonoldi, Recording Clerk

Law Office of
MARK GORDON CEREL

Medfield Professional Building
5 North Meadows Road (Rte. 27)
Medfield, MA 02052

Mailing Address:
P.O. Box 9
Medfield, MA 02052

Tel. (508) 359-5536
Fax No: (508) 359-5133

October 3, 2019

Clerk for Civil Business
Norfolk Superior Court
650 High Street
Dedham, MA 02026

BY USPS OVERNIGHT MAIL

Attn: Mary K. Hickey, First Assistant Clerk

Re: David Goldman and Brenda Goldman v. Leslee A. Willitts, et al.
C.A. No. 17-1435

Dear Ms. Hickey,

Enclosed herewith please find the following documents:

1. Motion of Defendant Leslee A. Willitts and Defendant-Plaintiff in Counterclaim Medfield Conservation Commission for Judgment on the Pleadings
2. Brief of Defendant Leslee A. Willitts and Defendant-Plaintiff in Counterclaim Medfield Conservation Commission in Support of their Motion for Judgment on the Pleadings

Kindly docket and file said documents; in addition, please date stamp the duplicate copy of this letter and return it to this office in the enclosed self-addressed, stamped envelope.

Thank you for your usual courtesy and cooperation.

Very truly yours,
Law Office of Mark Gordon Cerel


Mark G. Cerel

MGC:ce

Enclosures

cc: David & Brenda Goldman (BY OVERNIGHT USPS MAIL)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

MASSACHUSETTS TRIAL COURT
SUPERIOR COURT DEPARTMENT
CIVIL NO. 17-1435

DAVID GOLDMAN and)
BRENDA GOLDMAN,)
)
Plaintiffs-Defendants in Counterclaim,)
)
v.)
)
LESLEE A. WILLITTS, Medfield Conservation Agent, Defendant)
MEDFIELD CONSERVATION COMMISSION,)
)
Defendant-Plaintiff in Counterclaim.)

**MOTION OF DEFENDANT LESLEE A. WILLITTS AND
DEFENDANT-PLAINTIFF IN COUNTERCLAIM
MEDFIELD CONSERVATION COMMISSION FOR
JUDGMENT ON THE PLEADINGS**

Defendant Leslee A. Willitts and Defendant-Plaintiff in Counterclaim Medfield Conservation Commission move the Court pursuant to Mass R.Civ.P. 12(c) and Superior Court Standing Order 1-96 for an order that judgment be entered in their favor and against Plaintiffs David Goldman and Brenda Goldman in their original action captioned "Petition for Judicial Review of an Administrative Agency Decision" and that judgment be entered in favor of Plaintiff in Counterclaim Medfield Conservation Commission and against Defendants in Counterclaim David Goldman and Brenda Goldman on the Counterclaim of Medfield Conservation Commission (Verified), as follows:

Court hereby declares that Goldmans' property contains wetlands resource areas protected under both G.L. Chapter 131, Section 40 and Town of Medfield's Local Wetlands Protection Bylaw and that Goldmans have violated G.L. Chapter 131, Section 40 and Town of Medfield's Local

Wetlands Protection Bylaw by performing work within and disturbing wetlands resource areas defined by state regulation and/or local bylaw without first filing for and obtaining approval from Commission.

The Court hereby orders Goldmans to prepare and file a Request for Determination of Applicability (RDA) with the Commission and to take such action as Commission determines to be necessary to remediate Goldmans' unpermitted disturbance of wetlands resource areas located on their property; the Court further orders Goldmans to cease and desist from further violations of G.L. Chapter 131, Section 40 and Town of Medfield's Local Wetlands Protection Bylaw, and to fully comply therewith as to future work within wetlands resource areas located on their property.

As grounds for said motion, Defendant Leslee A. Willitts and Defendant-Plaintiff in Counterclaim Medfield Conservation Commission state that:

The pleadings, namely: Counterclaim (Verified) of Medfield Conservation Commission, Certified Copy of Record of Defendant Town of Medfield Conservation Commission Proceedings, and Certified Copy of Record of Defendant Town of Medfield Conservation Commission's Supplemental Proceedings, establish by substantial evidence that:

1. Town of Medfield has enacted a local wetlands protection bylaw that expands wetlands resource areas and the protection afforded to them.
2. Goldmans' property at 25 Noon Hill Road, Medfield contains wetlands resource areas protected under both the Wetlands Protection Act G.L. Chapter 131, Section 40 and Town of Medfield's Local Wetlands Protection bylaw.
3. Goldmans have violated the local bylaw by performing work, namely: installation (extension) of stockade fencing and reconstruction of an existing shed within wetlands resource areas and/or protective buffers thereto without first filing for and obtaining approval from Medfield Conservation Commission.
4. Medfield Conservation Commission has determined that the appropriate remedy for Goldmans' violation(s) is for them to file a Request for

Determination of Applicability (RDA) with the Commission and Goldmans have refused to do so.

In support of their Motion, Defendant Leslee A. Willitts and Defendant-Plaintiff in Counterclaim Medfield Conservation Commission refer the Court to the following pleadings:

1. Counterclaim (Verified) of Medfield Conservation Commission and Exhibits attached thereto.
2. Certified Copy of Record of Defendant Town of Medfield Conservation Commission Proceedings, including minutes and exhibits.
3. Certified Copy of Record of Defendant Town of Medfield Conservation Commission's Supplemental Proceedings (three session hearing held April 4, May 2 and May 16, 2019), including minutes and exhibits.

In further support of their motion, Defendant Leslee A. Willitts and Defendant-Plaintiff in Counterclaim Medfield Conservation Commission refer the Court to their brief filed herewith.

By their attorney,
Law Office of Mark Gordon Cerel



Mark G. Cerel, Esquire
BBO# 079760
Medfield Professional Building
5 North Meadows Road
Post Office Box 9
Medfield, MA 02052
Tel. No.: (508) 359-5536

DATED: October 3, 2019

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon ~~the attorney of record for~~ each other party by mail (by hand) on 10.3.19.

3



COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

MASSACHUSETTS TRIAL COURT
SUPERIOR COURT DEPARTMENT
CIVIL NO. 17-1435

DAVID GOLDMAN and)
BRENDA GOLDMAN,)
)
Plaintiffs-Defendants in Counterclaim,)
)
v.)
)
LESLEE A. WILLITTS, Medfield Conservation Agent, Defendant)
MEDFIELD CONSERVATION COMMISSION,)
)
Defendant-Plaintiff in Counterclaim.)

**BRIEF OF DEFENDANT LESLEE A. WILLITTS AND
DEFENDANT-PLAINTIFF IN COUNTERCLAIM
MEDFIELD CONSERVATION COMMISSION IN SUPPORT
OF THEIR MOTION FOR JUDGMENT ON THE PLEADINGS**

Factual and Procedural Background

Commission, as the Town of Medfield's local conservation commission, administers and enforces both G.L. Chapter 131, Section 40, the Massachusetts Wetlands Protection Act, and Chapter 290 of the Code of the Town of Medfield, the Town's local wetlands protection bylaw. A significant portion of Goldmans' property at 25 Noon Hill Road, Medfield is located within wetlands resource areas under both G.L. Chapter 131, Section 40 and Department of Environmental Protection's regulations and Chapter 290 of the Code of the Town of Medfield. On or about August 22, 2017, Commission's Conservation Agent, made observations of Goldmans' property and determined that Goldmans had likely performed work upon their property within wetlands resource areas without filing for

and obtaining approval from Commission; as a result, the Conservation Agent prepared and issued a notification of violation letter dated August 23, 2017. Said notification required Goldmans to cease and desist from performing further activity within wetlands resource areas without obtaining Commission's approval and also required them to appear at the September 7, 2017 public meeting of Commission to address the violations enumerated in the notification. Goldmans failed to appear at Commission's scheduled public meeting; as a result, on or about September 22, 2017, Commission issued a formal Enforcement Order; as with the prior notification of violation letter, the Enforcement Order required Goldmans to cease and desist from performing further activity within wetlands resource areas without filing for and obtaining approval from Commission and also required them to appear at the October 5, 2017 public meeting of Commission. Goldmans did not appear at Commission's October 5, 2017 meeting or at any subsequent meeting; other than submitting an apparently hand-drawn "as-built" plan and several letters, Goldmans ignored and otherwise failed to comply with Commission's Enforcement Order.

On or about November 10, 2017 and prior to Commission's seeking judicial relief or otherwise taking any action to enforce or implement its Enforcement Order, Goldmans initiated the civil action pending in this Court by filing a complaint captioned "Petition for Judicial Review of an Administrative Agency Decision". In response to their receipt of a copy of the complaint, Defendants filed "Answer (Partial) with Affirmative Defenses of

Defendants Leslee A. Willitts and Medfield Conservation Commission; Counterclaim (Verified) of Medfield Conservation Commission, Defendant-Plaintiff in Counterclaim”.¹

In addition, Defendants subsequently filed “Certified Copy of Record of Defendant Town of Medfield Conservation Commission Proceedings”, which included minutes and exhibits from commission meetings prior to Goldmans’ commencement of their civil action. The Court held a Litigation Control Conference on March 3, 2019 and entered an order remanding the matter to Medfield Conservation Commission to hold a hearing; pursuant to the Court’s order, the Medfield Conservation Commission held a hearing, at a duly-posted public meeting, on the Enforcement Order which the Commission had previously issued against David and Brenda Goldman; the hearing took place over three meetings held on April 4, May 2, and May 16, 2019. David and Brenda Goldman attended all three sessions; they were present by themselves, without any legal counsel, environmental consultant, or other representatives or witnesses.

Subsequent to the close of the hearing, Defendants filed “Certified Copy of Record of Defendant Town of Medfield Conservation Commission’s Supplemental Proceedings”, which included minutes (58 pages) and exhibits (62) from its three-session public hearing.

Legal Argument

The Courts have interpreted the Massachusetts Wetlands Protection Act G.L. Chapter 131, Section 40 and the Massachusetts Home Rule Amendment and Statute to permit a municipality to adopt a local wetlands protection bylaw, which may be more

¹ The Counterclaim includes a jurat signed under oath by Conservation Agent Leslee A. Willitts; Goldmans have not filed a written response to the Counterclaim. The sworn-to factual allegations contained in the Counterclaim are the source of the facts set out in this memorandum as having occurred prior to Plaintiffs’ filing.

expansive in its coverage and protection than the Wetlands Protection Act and D.E.P. regulations, Lovequist v. Conservation Commission of Dennis, 379 Mass. 7 (1979); see also: Parkview Electronics Trust, LLC v. Conservation Commission of Winchester, 88 Mass. App. Ct. 833-835 (2016) and cases cited therein. The Town of Medfield has adopted a local wetlands protection bylaw which is more expansive in its coverage and protection than the state statute and regulations, see: Exhibit A attached to Counterclaim (Verified) of Medfield Conservation Commission. Section 290-2(A) of the local bylaw provides as follows:

§290-2 Restricted activities; application for permit; outside consultants.

- A. No person shall remove, fill, dredge, build upon or alter the following resource areas: any freshwater wetland, bordering vegetated wetland, certifiable vernal pools, marsh, wet meadow, bog or swamp; any bank, beach, lake, river, pond, stream or any land under said waters; any land subject to flooding or inundation by groundwater, surface water or storm flowage; or any riverfront area; or any 50-foot buffer zone without receiving a permit issued pursuant to this Bylaw. Any proposed work which falls within 100 feet of any freshwater wetland, bordering vegetated wetland, vernal pool, marsh, wet meadow, bog or swamp, any bank, beach, lake, river, pond, stream or any land under said waters, within 100 feet of any land subject to flooding or inundation, or within 100 feet of the 100-year storm line must be permitted by the Conservation Commission.

The sole legal remedy available to a property owner aggrieved by a local conservation commission's decision interpreting and/or enforcing the bylaw is commencement of a civil action in the nature of certiorari pursuant to G.L. Chapter 249, Section 4 seeking judicial review of the commission's proceedings, Lovequist v. Conservation Commission of Dennis, supra; the standard for judicial review, where the

issue is the sufficiency of evidence to support a conservation commission's findings, is "substantial evidence", Lovequist, supra @14-16.

A review of the record of the Medfield Conservation Commission's proceedings in the pending matter culminating with its finding at the conclusion of its three-session public hearing² demonstrates that the "substantial evidence" standard has been more than satisfied, as to:

- the existence of wetlands resource areas on a significant portion of Goldmans' property protected by Medfield's local wetlands bylaw
- Goldmans' violation of the local bylaw by performing work, namely: installation (extension) of stockade fencing and reconstruction of an existing shed within wetlands resource areas and/or protective buffers thereto without first filing for and obtaining approval from the Medfield Conservation Commission.

Medfield Conservation Agent Leslee Willitts testified at length as to the existence and location of wetlands resource areas on Goldmans' property and Goldmans' performance of work: extension of stockade fence, reconstruction of shed, within those areas and/or their buffers, Record, Session I, pp. 3-10, Session II, pp. 9-10. She also provided documentation to support her testimony, see: Record, Exh. #1: As-Built Site Plan 25 Noon Hill Street (sic) dated December 14, 2010 with delineation of wetlands, Exh. 2 Interior As-Built Plan 25 Noon Hill Steet (sic) with delineation of both wetlands and one-hundred foot buffer, Exhs. #3 and 4 Aerial Photographs of locus with wetlands delineation overlay, Exh. #6 "draft" plan submitted by David Goldman to Medfield Conservation Commission dated 10-2-17; she also submitted numerous photographs,

² Unless otherwise noted, all references to the record are to Medfield Conservation Commission's three-session public hearing which took place on April 4, May 2, and May 16, 2019, referred to respectively as Session I, Session II and Session III and the corresponding minutes referred to by page number, as well as Exhibits, which were numbered consecutively.

which depicted various portions of Goldmans' property and the subject fence and shed, Record: Exhs. #9, 10, 11(A)-(D), 12, 13, 14(A)-(D), 15(A)-(C) and 16(A)-(C). In addition, she submitted a copy of the deed to Goldmans dated October 30, 2010 which included multiple conditions on use of activities on the property which Medfield Conservation Commission had imposed in its Order of Conditions issued to the original developer, Record Exh. #17.³

At the conclusion of Session I, Goldmans agreed to permit members of the Medfield Conservation Commission to conduct a site visit, Record, Session I, Page 20; Medfield Conservation Chairman did conduct a site visit and reported his observations and findings to the full Commission at Session II of the public hearing, Record, Session II, pp. 4-6; based upon his observations, the Chairman concluded that Goldmans had installed fencing and performed work on the existing shed within fifty feet of wetlands, Record, Session II, p. 7.

Following the Medfield Conservation Agent's initial presentation at Session I, Mr. Goldman introduced Exh. #18 25 Noon Hill Road Preliminary Existing Conditions Map dated December 2017; this plan not only delineates wetlands resource areas and protective buffers, it clearly depicts both "10' x 12' shed and wooden deck on Posts" "6' High Wood Stockade Fence and 15 Arborvitae" located well-within "100' wetland buffer" in southwesterly corner of property, near and running along Noon Hill Road. In addition, Mr. Goldman acknowledged installing the fence in this area, Record, Session I, p. 11.

³ Apart from the issue of their legal validity, this language put Goldmans on notice that the property they were purchasing contained protected wetlands resource areas and/or protective buffers thereto.

For their part, the Goldmans introduced no documentary evidence or other evidence refuting the existence and extent of wetland resource areas and protective buffers established during the hearing; nor did they introduce evidence refuting evidence that they had performed work within these areas, namely: extension of fence and reconstruction of shed, apart from asserting that the shed was pre-existing, Record, Session II, p. 16. Goldmans' defense principally relied upon two bases: (1) they moved to the property from out-of-state and were unaware of the restrictions which wetlands statute and local wetlands bylaw imposed, Record, Session 11, p. 8 and (2) wetlands statute and local wetlands bylaw apply only to initial property development and not to them or as their activities as private residential homeowners, Record, Session I, pp. 2, 5, 12-13, Session II, pp. 11, 17, Session III, p. 2. As to Goldmans' first basis, even assuming arguendo that lack of knowledge is a valid defense, Goldmans were on notice as early as their closing on the purchase of the property in 2010 because of the restrictive language contained in their deed, Record, Exhibit #17. As to the second basis, this position disregards not only established caselaw, but also the plain and expansive language of the local wetland's bylaw.

During the course of the hearing, both the Medfield Conservation agent and the Medfield Conservation Commission Chair asserted that the pending matter could be resolved by Goldmans' filing of a Request for Determination of Applicability, Record, Session I, pp. 1-2, 7-8, Session II, pp. 9-10, Session III, p. 3. At conclusion of the hearing, Medfield Conservation Commission made a determination, based upon testimony and exhibits and site visit, that Goldmans had violated local wetlands bylaw

by performing work, namely: extension of stockade fence and reconstruction of shed, within protective buffer of wetlands resource area without prior Commission approval and that Goldmans were now required to file a Request for Determination of Applicability (RDA), Record, Session III, p. 5-6; as noted earlier, Goldmans had already refused to file an RDA, Record, Session III, p. 3.

Medfield Conservation Commission submits that it is concerning that Goldmans have already performed work on their property in disregard of the Wetlands Protection Act and local Medfield Wetlands Protection bylaws, but of more concern is Goldmans' performance of additional work in light of their position that their status as private residential homeowners and gardeners exempts them from compliance with the statute and local bylaw.

Based upon the foregoing, Defendant Leslee Willitts and Defendant-Plaintiff in Counterclaim Medfield Conservation Commission request This Court to allow their motion for judgment on the pleadings.

By their attorney,
Law Office of Mark Gordon Cerel



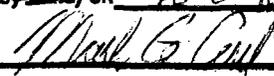
Mark G. Cerel, Esquire
BBO# 079760
Medfield Professional Building
5 North Meadows Road
Post Office Box 9
Medfield, MA 02052
Tel. No.: (508) 359-5536

DATED: October 3, 2019

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon ~~the attorney of record~~ for each other party by mail (by hand) on 10.3.19.

8



RECEIVED

OCT 03 2019

MEDFIELD SELECTMEN



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING, PUBLIC HEARING AND PROCEDURAL CONFERENCE

D.P.U. 19-99

September 13, 2019

Petition of NSTAR Electric Company, d/b/a Eversource Energy, for approval of its 2016-2018 Energy Efficiency Three-Year Term Report.

On August 1, 2019, NSTAR Electric Company, d/b/a Eversource Energy ("Company"), filed with the Department of Public Utilities ("Department") its 2016-2018 Three-Year Energy Efficiency Term Report ("Term Report"). The filing documents actual energy savings, benefits, and expenditures resulting from the implementation of the Company's 2016-2018 three-year energy efficiency plan approved by the Department in NSTAR Electric Company and Western Massachusetts Electric Company, D.P.U. 15-169 (2016). The Department has docketed this matter as D.P.U. 19-99.

The Department will review the Term Report to determine, among other things, whether the Company: (1) reported its program savings, benefits, and costs accurately and reliably; and (2) implemented its energy efficiency programs in a manner that was consistent with statutory requirements and the Department-approved three-year plan. See G.L. c. 25, § 19(d)(2); G.L. c. 25, § 21(b)(3); G.L. c. 25, §§ 19(a) and (c). Based on the results of the investigation, the Department will approve final recovery of costs incurred during the three-year term, including performance incentive payments. G.L. c. 25, § 19.

The Department will conduct a public hearing to receive comments on the Company's filing. The hearing will take place on **Wednesday, October 30, 2019, at 2:00 p.m.** at the Department's offices, One South Station, 5th Floor, Boston, Massachusetts 02110. A procedural conference will immediately follow the public hearing. Any person who desires to comment may do so at the time and place noted above or submit written comments to the Department not later than the close of business (5:00 p.m.) on **October 30, 2019**.

Any person who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department no later than the close of business on **October 21, 2019**. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 CMR 1.03. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under

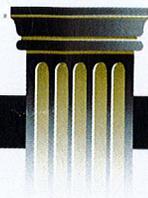
220 CMR 1.01(4). To be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A § 10. All responses to petitions to intervene must be filed by the close of business (5:00 p.m.) on **October 28, 2019**.

An original hard copy and one copy of all written comments or petitions to intervene must be filed with Mark D. Marini, Secretary, Department of Public Utilities, One South Station, 5th Floor, Boston, Massachusetts 02110. One copy of all written comments or petitions to intervene should also be sent to the Company's attorney, John K. Habib, Esq., Keegan Werlin LLP, 99 High Street, Suite 2900, Boston, Massachusetts 02110, and by e-mail, jhabib@keeganwerlin.com.

All written comments or petitions to intervene should also be submitted to the Department in electronic format using one of the following methods: (1) by e-mail attachment to dpu.efiling@mass.gov and to the Hearing Officer, Krista Hawley, Krista.Hawley@mass.gov, or (2) on a CD-ROM or USB drive. The text of the e-mail or CD-ROM/USB must specify: (1) the docket numbers of the proceeding (D.P.U. 19-99); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic filing should also include the name, title, and telephone number of a person to contact in the event of questions about the filing. The electronic file name should identify the document, but should not exceed 50 characters in length. All documents submitted in electronic format will be posted on the Department's website: website at <https://eeaonline.eea.state.ma.us/DPU/Fileroom/dockets/bynumber> (enter "19-99").

Reasonable accommodations at public or evidentiary hearings for people with disabilities are available upon request. Contact the Department's ADA Coordinator at DPUADACoordinator@mass.gov or (617) 305-3500. Include a description of the accommodation you will need, including as much detail as you can. Also include a way the Department can contact you if we need more information. Please provide as much advance notice as possible. Last minute requests will be accepted, but may not be able to be accommodated. In addition, to request materials in accessible formats (Braille, large print, electronic files, audio format), contact the Department's ADA Coordinator at DPUADACoordinator@mass.gov or (617) 305-3500.

Any person desiring further information regarding the Company's filing should contact John K. Habib, Esq. at (617) 951-1400. Any person desiring further information regarding this notice should contact Krista Hawley, Hearing Officer, Department of Public Utilities, at (617) 305-3500.



SOVEREIGN CONSULTING INC.

October 8, 2019

Ms. Kristine Trierwieler
Town Administrator
Medfield Town Hall
459 Main Street
Medfield, MA 02052

RECEIVED

OCT 09 2019

MEDFIELD SELECTMEN

Re: **Results of Groundwater Sampling Conducted September 9, 2019**
In the Vicinity of Former Texaco-Branded Service Station No. 100084
26 Spring Street, Medfield, Massachusetts
RTN 2-3003830

Dear Ms. Trierwieler:

Pursuant to your authorization, Sovereign Consulting Inc. (Sovereign) personnel collected a groundwater sample from a monitoring well on the shoulder of Spring Street on September 9, 2019. This letter presents the analytical laboratory report summarizing the results of the sample collection and analyses consistent with 310 CMR 40.0017(3) of the Massachusetts Contingency Plan, as required by 310 CMR 40.1403(10)(b). Sovereign has conducted a data validation review of the laboratory results, and the laboratory report has been attached for your information, in addition to Massachusetts Department of Environmental Protection (MassDEP) Form BWSC-123.

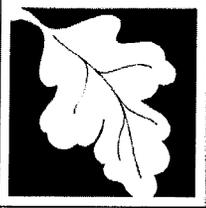
Please contact the MassDEP or the undersigned if you have any questions or require additional information. Please note that public involvement opportunities are available to you pursuant to 310 CMR 40.1404 for Tier classified sites. Equilon Enterprises LLC dba Shell Oil Products US and Sovereign thank you for your cooperation in this matter.

Sincerely,
SOVEREIGN CONSULTING INC.

Lisa M. Stone
Senior Project Manager

Attachments: MassDEP Form BWSC-123
Laboratory Data Report

cc: Robert Rule, Equilon Enterprises LLC dba Shell Oil Products US
Sovereign File - 2S883



NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

BWSC 123

This Notice is Related to
Release Tracking Number

2 3003830

A. The address of the disposal site related to this Notice and Release Tracking Number (provided above):

1. Street Address: 26 Spring Street
City/Town: Medfield Zip Code: 02052

B. This notice is being provided to the following party:

1. Name: Kristine Trierwieler, Town Administrator
2. Street Address: 459 Main Street
City/Town: Medfield Zip Code: 02052

C. This notice is being given to inform its recipient (the party listed in Section B):

- 1. That environmental sampling will be/has been conducted at property owned by the recipient of this notice.
- 2. Of the results of environmental sampling conducted at property owned by the recipient of this notice.
- 3. Check to indicate if the analytical results are attached. (If item 2. above is checked, the analytical results from the environmental sampling must be attached to this notice.)

D. Location of the property where the environmental sampling will be/has been conducted:

1. Street Address: Shoulder of Spring Street
City/Town: Medfield Zip Code: 02052

2. MCP phase of work during which the sampling will be/has been conducted:

- | | |
|---|---|
| <input type="checkbox"/> Immediate Response Action | <input type="checkbox"/> Phase III Feasibility Evaluation |
| <input type="checkbox"/> Release Abatement Measure | <input type="checkbox"/> Phase IV Remedy Implementation Plan |
| <input type="checkbox"/> Utility-related Abatement Measure | <input checked="" type="checkbox"/> Phase V/Remedy Operation Status |
| <input type="checkbox"/> Phase I Initial Site Investigation | <input type="checkbox"/> Post-Class C Operation, Maintenance and Monitoring |
| <input type="checkbox"/> Phase II Comprehensive Site Assessment | <input type="checkbox"/> Other _____ |
- (specify)

3. Description of property where sampling will be/has been conducted:

- residential commercial industrial school/playground Other Municipal ROWs
(specify)

4. Description of the sampling locations and types (e.g., soil, groundwater) to the extent known at the time of this notice.

Groundwater from monitoring wells.

E. Contact information related to the party providing this notice:

Contact Name: Lisa M. Stone
Street Address: 9 Payson Road, Suite 150
City/Town: Foxborough Zip Code: 02035
Telephone: (508) 339-3200 Email: lstone@sovcon.com

NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

This notice is being provided pursuant to the Massachusetts Contingency Plan and the notification requirement at 310 CMR 40.1403(10). The Massachusetts Contingency Plan is a state regulation that specifies requirements for parties who are taking actions to address releases of chemicals (oil or hazardous material) to the environment.

THE PERSON(S) PROVIDING THIS NOTICE

This notice has been sent to you by the party who is addressing a release of oil or hazardous material to the environment at the location listed in **Section A** on the reverse side of this form. (The regulations refer to the area where the oil or hazardous material is present as the "disposal site".)

PURPOSE OF THIS NOTICE

When environmental samples are taken as part of an investigation under the Massachusetts Contingency Plan at a property on behalf of someone other than the owner of the property, the regulations require that the property owner (listed in **Section B** on the reverse side of this form) be given notice of the environmental sampling. The regulations also require that the property owner subsequently receive the analytical results following the analysis of the environmental samples.

Section C on the reverse side of this form indicates the circumstance under which you are receiving this notice at this time. If you are receiving this notice to inform you of the analytical results following the analysis of the environmental samples, you should also have received, as an attachment, a copy of analytical results. These results should indicate the number and type(s) of samples (e.g., soil, groundwater) analyzed, any chemicals identified, and the measured concentrations of those chemicals.

Section D on the reverse side of this form identifies the property where the environmental sampling will be/has been conducted, provides a description of the sampling locations within the property, and indicates the phase of work under the Massachusetts Contingency Plan regulatory process during which the samples will be/were collected.

FOR MORE INFORMATION

Information about the general process for addressing releases of oil or hazardous material under the Massachusetts Contingency Plan and related public involvement opportunities may be found at <http://www.mass.gov/dep/cleanup/oview.htm>. For more information regarding this notice, you may contact the party listed in **Section E** on the reverse side of this form. Information about the disposal site identified in Section A is also available in files at the Massachusetts Department of Environmental Protection. See <http://mass.gov/dep/about/region/schedule.htm> if you would like to make an appointment to see these files. Please reference the **Release Tracking Number** listed in the upper right hand corner on the reverse side of this form when making file review appointments.

ANALYTICAL REPORT

Eurofins TestAmerica, Buffalo
10 Hazelwood Drive
Amherst, NY 14228-2298
Tel: (716)691-2600

Laboratory Job ID: 480-158984-1
Client Project/Site: Shell Medfield MA--26 Spring Street

For:
Sovereign Consulting Inc.
9 Payson Road
Suite 150
Foxborough, Massachusetts 02035

Attn: Lisa Stone



Authorized for release by:
9/18/2019 11:47:20 AM
Steve Hartmann, Project Manager I
(413)572-4000
steve.hartmann@testamericainc.com

Designee for
Becky Mason, Project Manager II
(413)572-4000
becky.mason@testamericainc.com

LINKS

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results through
TotalAccess

Have a Question?
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The
Expert**

Visit us at:
www.testamericainc.com

The test results in this report meet all 2003 NELAC and 2009 TNI requirements for accredited parameters, exceptions are noted in this report. This report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.



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Definitions/Glossary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
"	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
PQL	Practical Quantitation Limit
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)

Case Narrative

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Job ID: 480-158984-1

Laboratory: Eurofins TestAmerica, Buffalo

4

Narrative

Job Narrative
480-158984-1

Comments

No additional comments.

Receipt

The samples were received on 9/11/2019 8:00 AM; the samples arrived in good condition, properly preserved and, where required, on ice. The temperature of the cooler at receipt was 2.7° C.

GC VOA

Method MAVPH: The following sample was diluted to bring the concentration of target analytes within the calibration range: MW-105 (480-158984-1). Elevated reporting limits (RLs) are provided.

Due to the dilutions required, per question G on the MassDEP Analytical Protocol Certification Form, the CAM reporting limits specified in this CAM protocol could not be achieved for some or all samples/analytes.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

MassDEP Analytical Protocol Certification Form

Laboratory Name: **TestAmerica Buffalo** Project #: **480-158984**
 Project Location: **Shell Medfield MA--26 Spring Street** RTN:

This form provides certifications for the data set for the following Laboratory Sample ID Number(s):
480-158983-[1-2]

Matrices: Groundwater/Surface Water Soil/Sediment Drinking Water Air Other:

CAM Protocols (check all that apply below):

8260 VOC CAM II A <input type="checkbox"/>	7470/7471 Hg CAM III B <input type="checkbox"/>	Mass DEP VPH CAM IV A <input checked="" type="checkbox"/>	8081 Pesticides CAM V B <input type="checkbox"/>	7196 Hex Cr CAM VI B <input type="checkbox"/>	Mass DEP APH CAM IX A <input type="checkbox"/>
8270 SVOC CAM II B <input type="checkbox"/>	7010 Metals CAM III C <input type="checkbox"/>	Mass DEP EPH CAM IV B <input type="checkbox"/>	8151 Herbicides CAM V C <input type="checkbox"/>	8330 Explosives CAM VIII A <input type="checkbox"/>	TO-15 VOC CAM IX B <input type="checkbox"/>
6010 Metals CAM III A <input type="checkbox"/>	6020 Metals CAM III D <input type="checkbox"/>	8082 PCB CAM V A <input type="checkbox"/>	9012 / 9014/ 4500CN Total Cyanide/PAC CAM VI A <input type="checkbox"/>	6860 Perchlorate CAM VIII B <input type="checkbox"/>	

Affirmative Responses to Questions A through F are required for "Presumptive Certainty" status

A	Were all samples received in a condition consistent with those described on the Chain-of-Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding time.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
D	Does the laboratory report comply with all the reporting requirements specified in CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
E	a. VPH, EPH and APH Methods only: Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications). b. APH and TO-15 Methods only: Was the complete analyte list reported for each method?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
F	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Responses to Questions G, H and I below are required for "Presumptive Certainty" status

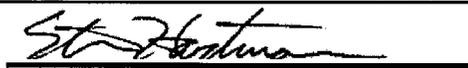
G	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocol(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ¹
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Data User Note: Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40. 1056 (2)(k) and WCS-07-350

H	Were all QC performance standards specified in the CAM protocol(s) achieved?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹
I	Were results reported for the complete analyte list specified in the selected CAM protocol(s) ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹

¹ All negative responses must be addressed in an attached laboratory narrative.

I, the undersigned, attest under the pains and penalties of perjury that, based upon my personal inquiry of those responsible for obtaining the information, the material contained in this analytical report is, to the best of my knowledge and belief, is accurate and complete.

Signature:  Service Center Manager
 Position: TestAmerica Westfield
 Printed Name: Steven C. Hartmann Date: 9/18/19 11:45
 This form has been electronically signed and approved

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Detection Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Client Sample ID: MW-105

Lab Sample ID: 480-158984-1

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
C9-C12 Aliphatics (adjusted)	58		50		ug/L	10		MA VPH	Total/NA
C9-C12 Aliphatics (unadjusted)	140		50		ug/L	10		MAVPH	Total/NA
C9-C10 Aromatics	86		50		ug/L	10		MAVPH	Total/NA

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Client Sample ID: MW-111D

Lab Sample ID: 480-158984-2

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
C5-C8 Aliphatics (adjusted)	13		5.0		ug/L	1		MA VPH	Total/NA
C5-C8 Aliphatics (unadjusted)	13		5.0		ug/L	1		MAVPH	Total/NA

This Detection Summary does not include radiochemical test results.

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Client Sample ID: MW-105

Lab Sample ID: 480-158984-1

Date Collected: 09/09/19 10:57

Matrix: Water

Date Received: 09/11/19 08:00

Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	ND		50		ug/L			09/13/19 15:04	10
C9-C12 Aliphatics (adjusted)	58		50		ug/L			09/13/19 15:04	10

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Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		10		ug/L			09/12/19 22:08	10
C5-C8 Aliphatics (unadjusted)	ND		50		ug/L			09/12/19 22:08	10
C9-C12 Aliphatics (unadjusted)	140		50		ug/L			09/12/19 22:08	10
C9-C10 Aromatics	86		50		ug/L			09/12/19 22:08	10
Ethylbenzene	ND		10		ug/L			09/12/19 22:08	10
Methyl tert-butyl ether	ND		10		ug/L			09/12/19 22:08	10
m-Xylene & p-Xylene	ND		20		ug/L			09/12/19 22:08	10
Naphthalene	ND		10		ug/L			09/12/19 22:08	10
o-Xylene	ND		10		ug/L			09/12/19 22:08	10
Toluene	ND		10		ug/L			09/12/19 22:08	10

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	98		52 - 154		09/12/19 22:08	10
2,5-Dibromotoluene (pid)	97		58 - 142		09/12/19 22:08	10

Client Sample ID: MW-111D

Lab Sample ID: 480-158984-2

Date Collected: 09/09/19 11:18

Matrix: Water

Date Received: 09/11/19 08:00

Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	13		5.0		ug/L			09/13/19 15:04	1
C9-C12 Aliphatics (adjusted)	ND		5.0		ug/L			09/13/19 15:04	1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		1.0		ug/L			09/12/19 14:53	1
C5-C8 Aliphatics (unadjusted)	13		5.0		ug/L			09/12/19 14:53	1
C9-C12 Aliphatics (unadjusted)	ND		5.0		ug/L			09/12/19 14:53	1
C9-C10 Aromatics	ND		5.0		ug/L			09/12/19 14:53	1
Ethylbenzene	ND		1.0		ug/L			09/12/19 14:53	1
Methyl tert-butyl ether	ND		1.0		ug/L			09/12/19 14:53	1
m-Xylene & p-Xylene	ND		2.0		ug/L			09/12/19 14:53	1
Naphthalene	ND		1.0		ug/L			09/12/19 14:53	1
o-Xylene	ND		1.0		ug/L			09/12/19 14:53	1
Toluene	ND		1.0		ug/L			09/12/19 14:53	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	106		52 - 154		09/12/19 14:53	1
2,5-Dibromotoluene (pid)	107		58 - 142		09/12/19 14:53	1

Eurofins TestAmerica, Buffalo

Surrogate Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Matrix: Water

Prep Type: Total/NA

Lab Sample ID	Client Sample ID	Percent Surrogate Recovery (Acceptance Limits)	
		25DBTf2 (52-154)	25DBTp1 (58-142)
480-158984-1	MW-105	98	97
480-158984-2	MW-111D	106	107
LCS 480-491671/4	Lab Control Sample	98	97
LCSD 480-491671/5	Lab Control Sample Dup	92	93
MB 480-491671/3	Method Blank	115	116

Surrogate Legend

25DBTf = 2,5-Dibromotoluene (fid)

25DBTp = 2,5-Dibromotoluene (pid)

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QC Sample Results

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Lab Sample ID: MB 480-491671/3

Matrix: Water

Analysis Batch: 491671

Client Sample ID: Method Blank

Prep Type: Total/NA

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Benzene	ND		1.0		ug/L			09/12/19 08:59	1
C5-C8 Aliphatics (unadjusted)	ND		5.0		ug/L			09/12/19 08:59	1
C9-C12 Aliphatics (unadjusted)	ND		5.0		ug/L			09/12/19 08:59	1
C9-C10 Aromatics	ND		5.0		ug/L			09/12/19 08:59	1
Ethylbenzene	ND		1.0		ug/L			09/12/19 08:59	1
Methyl tert-butyl ether	ND		1.0		ug/L			09/12/19 08:59	1
m-Xylene & p-Xylene	ND		2.0		ug/L			09/12/19 08:59	1
Naphthalene	ND		1.0		ug/L			09/12/19 08:59	1
o-Xylene	ND		1.0		ug/L			09/12/19 08:59	1
Toluene	ND		1.0		ug/L			09/12/19 08:59	1

Surrogate	MB MB		Limits	Prepared	Analyzed	Dil Fac
	%Recovery	Qualifier				
2,5-Dibromotoluene (fid)	115		52 - 154		09/12/19 08:59	1
2,5-Dibromotoluene (pid)	116		58 - 142		09/12/19 08:59	1

Lab Sample ID: LCS 480-491671/4

Matrix: Water

Analysis Batch: 491671

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
C5-C8 Aliphatics (unadjusted)	15.0	15.2		ug/L		101	70 - 130
C9-C12 Aliphatics (unadjusted)	15.0	16.9		ug/L		113	70 - 130
C9-C10 Aromatics	5.00	5.61		ug/L		112	70 - 130
Ethylbenzene	5.00	5.39		ug/L		108	70 - 130
Methyl tert-butyl ether	5.00	5.73		ug/L		115	70 - 130
m-Xylene & p-Xylene	10.0	10.6		ug/L		106	70 - 130
Naphthalene	5.00	5.42		ug/L		108	70 - 130
o-Xylene	5.00	5.30		ug/L		106	70 - 130
Toluene	5.00	5.57		ug/L		111	70 - 130

Surrogate	LCS LCS		Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	98		52 - 154
2,5-Dibromotoluene (pid)	97		58 - 142

Lab Sample ID: LCSD 480-491671/5

Matrix: Water

Analysis Batch: 491671

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	
								RPD	Limit
Benzene	5.00	5.54		ug/L		111	70 - 130	1	25
C5-C8 Aliphatics (unadjusted)	15.0	15.0		ug/L		100	70 - 130	1	25
C9-C12 Aliphatics (unadjusted)	15.0	16.5		ug/L		110	70 - 130	2	25
C9-C10 Aromatics	5.00	5.56		ug/L		111	70 - 130	1	25
Ethylbenzene	5.00	5.34		ug/L		107	70 - 130	1	25
Methyl tert-butyl ether	5.00	5.71		ug/L		114	70 - 130	0	25
m-Xylene & p-Xylene	10.0	10.5		ug/L		105	70 - 130	1	25
Naphthalene	5.00	5.39		ug/L		108	70 - 130	1	25

Eurofins TestAmerica, Buffalo

QC Sample Results

Client: Sovereign Consulting Inc.
 Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC) (Continued)

Lab Sample ID: LCSD 480-491671/5
 Matrix: Water
 Analysis Batch: 491671

Client Sample ID: Lab Control Sample Dup
 Prep Type: Total/NA

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
o-Xylene	5.00	5.28		ug/L		106	70 - 130	0	25
Toluene	5.00	5.48		ug/L		110	70 - 130	1	25
Surrogate		LCSD %Recovery	LCSD Qualifier						Limits
2,5-Dibromotoluene (fid)		92							52 - 154
2,5-Dibromotoluene (pid)		93							58 - 142

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QC Association Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

GC VOA

Analysis Batch: 491671

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-158984-1	MW-105	Total/NA	Water	MAVPH	
480-158984-2	MW-111D	Total/NA	Water	MAVPH	
MB 480-491671/3	Method Blank	Total/NA	Water	MAVPH	
LCS 480-491671/4	Lab Control Sample	Total/NA	Water	MAVPH	
LCSD 480-491671/5	Lab Control Sample Dup	Total/NA	Water	MAVPH	

Analysis Batch: 491998

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-158984-1	MW-105	Total/NA	Water	MA VPH	
480-158984-2	MW-111D	Total/NA	Water	MA VPH	

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Lab Chronicle

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Client Sample ID: MW-105

Lab Sample ID: 480-158984-1

Date Collected: 09/09/19 10:57

Matrix: Water

Date Received: 09/11/19 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		10	491998	09/13/19 15:04	JLS	TAL BUF
Total/NA	Analysis	MAVPH		10	491671	09/12/19 22:08	JLS	TAL BUF

Client Sample ID: MW-111D

Lab Sample ID: 480-158984-2

Date Collected: 09/09/19 11:18

Matrix: Water

Date Received: 09/11/19 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		1	491998	09/13/19 15:04	JLS	TAL BUF
Total/NA	Analysis	MAVPH		1	491671	09/12/19 14:53	JLS	TAL BUF

Laboratory References:

TAL BUF = Eurofins TestAmerica, Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

Accreditation/Certification Summary

Client: Sovereign Consulting Inc.

Job ID: 480-158984-1

Project/Site: Shell Medfield MA--26 Spring Street

Laboratory: Eurofins TestAmerica, Buffalo

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Arkansas DEQ	State	88-0686	07-06-20
Arkansas DEQ	State Program	88-0686	07-06-20
California	State	2931	04-01-20
California	State Program	2931	04-01-20
Connecticut	State	PH-0568	09-30-20
Connecticut	State Program	PH-0568	09-30-20
Florida	NELAP	E87672	06-30-20
Florida	NELAP	E87672	06-30-20
Georgia	State	10026 (NY)	03-31-20
Georgia	State Program	10026 (NY)	03-31-20
Georgia	State Program	956	03-31-20
Georgia (DW)	State	956	03-31-20
Illinois	NELAP	200003	09-30-19 *
Illinois	NELAP	200003	09-30-19 *
Iowa	State Program	374	02-28-21
Kansas	NELAP	E-10187	01-31-20
Kansas	NELAP	E-10187	01-31-20
Kentucky (DW)	State	90029	12-31-20
Kentucky (DW)	State Program	90029	12-31-19
Kentucky (UST)	State Program	30	03-31-20
Kentucky (WW)	State	KY90029	12-31-20
Kentucky (WW)	State Program	90029	12-31-19
Louisiana	NELAP	02031	06-30-20
Louisiana	NELAP	02031	06-30-20
Maine	State Program	NY00044	12-04-20
Maryland	State	294	03-31-20
Maryland	State Program	294	03-31-20
Massachusetts	State Program	M-NY044	06-30-20
Michigan	State	9937	03-31-20
Michigan	State Program	9937	03-31-20
Minnesota	NELAP	036-999-337	12-31-19
Minnesota	NELAP	1524384	12-31-19
New Hampshire	NELAP	2337	11-17-19 *
New Jersey	NELAP	NY455	06-30-20
New Jersey	NELAP	NY455	06-25-20
New York	NELAP	10026	03-31-20
New York	NELAP	10026	04-01-20
North Dakota	State	R-176	03-31-20
North Dakota	State Program	R-176	03-31-20
Oklahoma	State Program	9421	08-31-20
Oregon	NELAP	NY200003	06-09-20
Oregon	NELAP	NY200003	06-10-20
Pennsylvania	NELAP	68-00281	07-31-20
Pennsylvania	NELAP	68-00281	08-01-20
Rhode Island	State Program	LAO00328	12-30-19
Tennessee	State	02970	03-31-20
Tennessee	State Program	TN02970	03-31-20
Texas	NELAP	T104704412-15-6	07-31-20
Texas	NELAP	T104704412-18-10	08-01-20
USDA	Federal	P330-11-00386	02-06-21

* Accreditation/Certification renewal pending - accreditation/certification considered valid.

Eurofins TestAmerica, Buffalo

Accreditation/Certification Summary

Client: Sovereign Consulting Inc.

Job ID: 480-158984-1

Project/Site: Shell Medfield MA--26 Spring Street

Laboratory: Eurofins TestAmerica, Buffalo (Continued)

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
USDA	US Federal Programs	P330-18-00039	02-06-21
Virginia	NELAP	460185	09-14-19 *
Virginia	NELAP	460185	09-14-19 *
Washington	State	C784	02-10-20
Washington	State Program	C784	02-10-20
Wisconsin	State Program	998310390	08-31-20

* Accreditation/Certification renewal pending - accreditation/certification considered valid.

Eurofins TestAmerica, Buffalo

Method Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Method	Method Description	Protocol	Laboratory
MA VPH	Massachusetts - Volatile Petroleum Hydrocarbons (GC)	MA DEP	TAL BUF
MAVPH	Massachusetts - Volatile Petroleum Hydrocarbons (GC)	MA DEP	TAL BUF
5030B	Purge and Trap	SW846	TAL BUF

Protocol References:

MA DEP = Massachusetts Department Of Environmental Protection

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

TAL BUF = Eurofins TestAmerica, Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

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Sample Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-158984-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Asset ID
480-158984-1	MW-105	Water	09/09/19 10:57	09/11/19 08:00	
480-158984-2	MW-111D	Water	09/09/19 11:18	09/11/19 08:00	

Login Sample Receipt Checklist

Client: Sovereign Consulting Inc.

Job Number: 480-158984-1

Login Number: 158984

List Source: Eurofins TestAmerica, Buffalo

List Number: 1

Creator: Harper, Marcus D

Question	Answer	Comment
Radioactivity either was not measured or, if measured, is at or below background	True	
The cooler's custody seal, if present, is intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time (Excluding tests with immediate HTs)..	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	True	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Sampling Company provided.	True	SHELL
Samples received within 48 hours of sampling.	True	
Samples requiring field filtration have been filtered in the field.	N/A	
Chlorine Residual checked.	N/A	

**CLAIM SETTLEMENT (RELEASE) AND
LICENSE, WAIVER AND INDEMNITY AGREEMENT**

This Agreement is made the _____ day of _____, 2019, by and between the Town of Medfield, MA, acting through its duly-elected Board of Selectmen (hereinafter called the "Selectmen") and Jonathan Michaeli of 39 Quarry Road (hereinafter called the "Landowner").

WHEREAS, the Landowner and/or Developer previously installed a stone walkway without permission within the right-of-way of Quarry Road, Medfield, extending from Landowner's property at 39 Quarry Road; and

WHEREAS, Landowner seeks compensation from Town for the claimed damage to said walkway from Town's snowplowing activities and also seeks permission from Town to continue to maintain the stone walkway within the right-of-way of Quarry Road.

WHEREAS, without admitting liability, the Selectmen are willing to pay Landowner limited compensation for his claimed damage and to grant such permission to allow Landowner to continue to maintain said walkway, on a conditional basis so long as such use does not interfere with the town's activities on its right of way, only in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Selectmen hereby authorize payment to Landowner of four hundred, ninety dollars (\$490.00) in full and final compensation for any and all damage and/or expense Landowner has suffered or incurred to date as a result of Town's snowplowing or other street maintenance activities, and the Selectmen grant to Landowner, a license to continue the installation and maintenance, at his sole cost and expense, of the stone walkway (hereinafter: "installation"), within the right-of-way of Quarry Road; a photographic depiction of the installation is attached hereto as Exhibit "A".
2. This license may be terminated by the Selectmen immediately, upon written notice to the Landowner in the event that the Selectmen determine that the installation has become a hindrance to the public convenience. Landowner shall remove or relocate the installation onto the Landowner's property within ten (10) days after termination, failing which, the Town may remove the installation from the right-of-way and dispose of it.
3. In consideration of the foregoing grant by the Selectmen, the Landowner hereby agrees as follows:
 - A. To maintain said installation in good condition while it is on the Town's property.

- B. To indemnify, hold harmless and defend the Town of Medfield, its agents, servants, and employees, to the maximum extent permitted by law, from and against any and all costs, claims or causes of action which hereafter may be brought or instituted against any or all of them by or on behalf of anyone claiming loss or injury, due to or arising out of or incidental to the presence of said installation within the right-of-way of Quarry Road pursuant to the aforesaid license.
 - C. To release and waive any claim against the Town of Medfield for future damage or loss to the installation, caused by or as a result of the action of any agent, employee or other representative of the Town of Medfield due to its presence within the Quarry Road right-of-way including, but not limited to, snowplowing activities.
 - D. To purchase and maintain comprehensive general liability insurance in the name of the Town of Medfield, as its interests may appear, in the amount of one million dollars (\$1,000,000), combined single-limit coverage, and to provide the Town, from time to time, with certificates of insurance, upon request. This requirement may be satisfied by adding Town, as additional insured, to any existing insurance policy which provides general or public liability coverage.
4. The rights conferred by this Agreement: (i) are contractual in nature and do not constitute a grant of an easement of any kind; (ii) shall automatically terminate upon either Landowner's sale or transfer of title of property; (iii) are not transferable or assignable by Landowner without the prior written consent of the Selectmen and any purported attempt to do so shall be null and void and cause the automatic termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2019.

Town of Medfield, by its Board of Selectmen:

Landowner:

Gustave H. Murby, Chairman

Jonathan Michaeli

Osler L. Peterson, Clerk

Michael T. Marcucci, Member