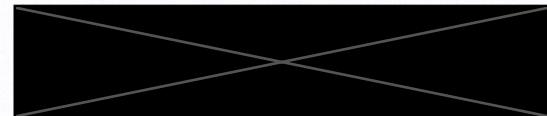




Select Board  
Meeting Packet  
November 14, 2023





TOWN OF MEDFIELD  
APPLICATION TO SOLICIT

DATE: 10/2/23

NAME: Fabrice Rene

HOME ADDRESS: 129 Dudley st Cambridge 02140

TELEPHONE NO: DATE OF BIRTH: 04/09/1997

SOCIAL SECURITY NO. HEIGHT: 6'0" WEIGHT: 180  
COLOR OF HAIR: Black EYES: Brown

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE:

VEHICLE: YEAR 2021 MAKE Honda PLATE NO. 3RLE 73 STATE MA

VEHICLE OWNER AND ADDRESS Fabrice Rene, 129 Dudley st Cambridge 02140

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones rd Waltham MA 02450

NATURE OF BUSINESS AND GOODS TO BE SOLD: free estimates on roofing, windows  
siding

IF APPLICABLE, STATE PERMIT NO:

REQUESTED LENGTH OF TIME TO SOLICIT: 10/2 - 1/1/24

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO
<u>Every Zoschak</u>	<u>142 pier pont rd</u>		

<u>Zack Pickett</u>	<u>58 patriot pl</u>
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APPROVED / DISAPPROVED

DATE: 1

BOARD OF SELECTMEN

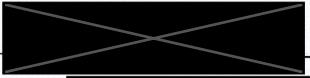
OK GR

TOWN OF MEDFIELD  
APPLICATION TO SOLICIT

DATE: 9/28/23

NAME: Avery Zoschak

HOME ADDRESS: 142 Pierpont Rd, Dudley, MA, 01571

TELEPHONE NO:  DATE OF BIRTH: 07/29/1999

SOCIAL SECURITY NO.  HEIGHT: 6'1 WEIGHT: 285  
COLOR OF HAIR: Black EYES: Green

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: 

VEHICLE: YEAR 2014 MAKE Acura PLATE NO. 6 CW633 STATE MA

VEHICLE OWNER AND ADDRESS Teresa Murnane 12 Gorski Ave, Webster, MA

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones Rd, Waltham, MA, 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Windows, Roofing, Siding

IF APPLICABLE, STATE PERMIT NO: \_\_\_\_\_

REQUESTED LENGTH OF TIME TO SOLICIT: 10/1 -> 12/31

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.
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Zachary Pickett 50 Patriot Pkwy Weymouth 3/5/95

Fabrice René 129 Dudley St Cambridge 04/05/12

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APPROVED / DISAPPROVED

DATE: \_\_\_\_\_

OKR

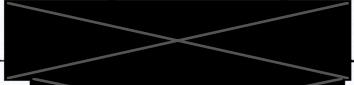
BOARD OF SELECTMEN

**TOWN OF MEDFIELD  
APPLICATION TO SOLICIT**

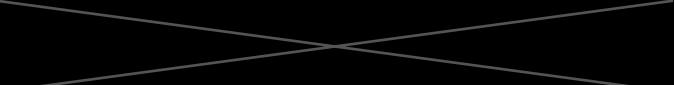
DATE: 9-28-23

NAME: Zachary Pickett

HOME ADDRESS: 50 patriot parkway apt 422, South Weymouth 02190

TELEPHONE NO:  DATE OF BIRTH: 3/5/95

SOCIAL SECURITY NO.  HEIGHT: 5'9 WEIGHT: 175

COLOR OF HAIR: black EYES: brown 

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE

VEHICLE: YEAR 2019 MAKE Audi PLATE NO. EV2127 STATE Mass

VEHICLE OWNER AND ADDRESS Zachary Pickett 50 patriot parkway apt 422 <sup>South Weymouth</sup> <sub>02190</sub>

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones rd unit 205, Waltham, Ma 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Home remodeling

IF APPLICABLE, STATE PERMIT NO: \_\_\_\_\_

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.
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Fabrice Rene 127 Dudley st 04/09/1997 

Avery Zoschak 142 Prentiss Rd 07/29/1999 

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APPROVED / DISAPPROVED

DATE: \_\_\_\_\_

BOARD OF SELECTMEN

01/82





Brittney Franklin <bfranklin@medfield.net>

## **Fwd: Application for the Position of Official Keepers of the Town Clock**

1 message

**Kristine Trierweiler** <ktrierweiler@medfield.net>

Wed, Nov 1, 2023 at 10:12 AM

To: Brittney Franklin <bfranklin@medfield.net>, Frank Gervasio <fgervasio@medfield.net>

----- Forwarded message -----

From: Thomas D. Erb <

Date: Tue, Oct 31, 2023 at 6:14 PM

Subject: Application for the Position of Official Keepers of the Town Clock

To: Kristine Trierweiler <ktrierweiler@medfield.net>

Cc: Nick Werthessen <n

We are eager to submit our application for the prestigious role of Official Keepers of the Town Clock in Medfield.

Nick possesses a degree in Mechanical Engineering, and I am the owner of a Medfield-based firm dedicated to creating clocks of this caliber.

Sincerely,

Nick Werthessen and Thomas Erb

**electric time**  
company, inc.  
tower & street clocks since 1928

Thomas D. Erb

o: 

p:

f: 5

a: 97 West Street, Medfield, MA 02052 USA

e: 

w: [www.electrictime.com](http://www.electrictime.com)





Verizon New England, Inc.  
185 Franklin Street  
Boston, MA 02110

Salutation:

Please consider this communication as formal notification that the Town of Medfield, Massachusetts is requesting an HD PEG Access Channel as outlined in Section 5.1.2 of the most recent cable television renewal license, signed on July 18, 2023.

The Town has been in contact with its PEG designee, Medfield Community Cable Access Corporation regarding the content of the proposed channel and they are in favor of creating the distinct programming option rather than simulcast an existing PEG channel.

Thank you for your attention to this matter,

---

Osler Peterson

---

Gus Murby

---

Eileen Murphy

Town of Medfield Select Board  
November 14, 2023



**Attachment A. Playground Equipment Installation Bid Form**

A. The undersigned proposes to furnish all labor, materials, equipment, tools, and supervision necessary for the installation of playground equipment provided by the Town of Medfield in accordance with the IFB entitled:

**Hinkley Playground Equipment Installation**

B. This bid includes Addenda Numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

C. The Total Bid Price is based on the following

- a. Complete all layout, excavation, concrete work, and site grading for the project.
- b. Install dense grade materials as sub-base for poured in place rubber safety surface
- c. Install playground equipment, footers, poured in place rubber safety surfacing, and sand for sandbox
- d. All stone and sand materials
- e. Form and pour 5' wide concrete sidewalks per drawings
- f. Complete all grading, topsoiling, and seed restoration of disturbed lawn areas.  
Grading to include zip line area
- g. Tree work as necessary

Total Contract Price (Items a-g):

\$ 307,924.00

THREE HUNDRED SEVEN THOUSAND NINE HUNDRED TWENTY FIVE Dollars

Company: Design Built LLC dba Childscapes

Name of Bidder: Timothy J. Pesto

By: Timothy J. Pesto - President / sole member

Printed Name and Title of Signatory

Name of Partnership or Corporation, if applicable: \_\_\_\_\_

Business Address: 835 Plain Street, Unit 21  
MARSHFIELD, MA 02150

Email:  Telephone: 





**MIIA HEALTH BENEFITS TRUST**  
Renewal Proposal 1/1/2024 - 12/31/2024  
**Medfield**

MONTHLY CONTRIBUTION RATES				
PRODUCTS	CURRENT		RENEWAL	
	RATES	RATES	INCREASE	
Medex 2	Medex 2	\$170.53	\$179.91	5.50%
	Blue Med Rx	\$169.35	\$180.45	6.55%
	Total	\$339.88	\$360.36	6.03%

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

Renewal rates are based on continuing the current enrollment level.

**Please return signed renewal confirmation no later than 11/1/23.**

Signature for Acceptance of Rates	Title	Date
Print Name		





230 2nd Avenue , Suite 2,  
Waltham, MA 02451-1123

Phone: 781-768-5500  
Fax: 781-768-5502

QUOTE #:

NORQ18751

DATE:

Oct 19, 2023

**Prepared For:**

Wayne Langille  
Medfield Town Building  
468 Main Street  
Medfield, MA 02052  
USA

Phone: (339)-206-9722

Mobile:

Email: WLangille@Medfield.net

**Site Address:**

Wayne Langille  
Medfield Town Building  
468 Main Street  
Medfield, MA 02052  
USA

Bldg/Job: Building

Site Phone: (339)-206-9722

**Prepared By:**

Matt Schmetz  
mschmetz@norelservice.com  
781-768-5500 ext. 122

P.O. Number	Payment Terms	Valid Through
	Please see attached Terms & Conditions	Nov 3, 2023

This proposal is to replace the leaking sections of the incoming sprinkler main inside the building before the first shut-off at 468 Main St in Medfield.

**Scope of Work:**

- 1) Perform the work described above.
- 2) Work to be performed off hours Monday-Friday 7 AM – 3 PM excluding holidays.

**The following (if applicable) are excluded:**

Shipping, expediting fees, Sales Tax, Cutting/Core Drilling Concrete/Patching/Painting, Engineering/Design/Affidavits/Wet Stamps, 241 life safety plan, City Water Isolation and fees, Municipal Building Department Fees, Fire Department Paid Detail, Remediation/Disposal of Hazardous Materials, Locating or Repair to Main Gate Valve for City Shutdown, replacement antifreeze for antifreeze system.

All inspections (fire department/ Building department) will be performed on a time and material basis if required.

If unseen components are defective, Norel will send an additional quote to offset the extra cost.

This price is subject to change due to additional requirements imposed by the Authority Having Jurisdiction or Fire Protection Engineer.

Norel Service Company reserves the right to use the services of a subcontractor as needed.

Due to market volatility and supply chain logistics, this proposal is only valid for ten days and is subject to change after it expires.

Please contact me if I can be of further assistance:

Matt Schmetz  
mschmetz@norelservice.com  
774-254-4355 (cell)  
781-768-5500 (office)

<b>SubTotal</b>	<b>\$4,858.82</b>
<b>Tax</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$4,858.82</b>

**Deposit Required** \$0.00

Medfield Town Building

---

Signature

Date:

---

Name (Print)



230 2<sup>nd</sup> Ave, Waltham, MA 02451-1123  
781-768-5500, [www.norelservice.com](http://www.norelservice.com)

## **Terms and Conditions:**

**Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and/or services to be performed as set forth in this document. If the actual number of devices installed or services to be performed is greater than that set forth in this document, the price will be increased accordingly.

Subject to the limitations below, Company warrants any equipment and Software installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s), or 18 months after Equipment shipments, whichever is earlier.

**Warranty Service:** Warranty Service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after-hours services. All repairs or adjustments that are or may become necessary shall be performed by an authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in Quote or the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**Back Charges:** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing.

**Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty percent (20%) of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty percent (20%) of the price of products or equipment returned.

Normal business hours: M-F, 7:00 a.m. to 3:00 p.m.

**Shipping:** Complete order from manufacturer(s) drop shipped to destination of choice.

**Payment.** FOB net 30 no retainage on material.





# SERVICE AGREEMENT

This Agreement is made this 26 day of October, 2023 by and between Liturgical Publications Inc (Provider) and Medfield Council on Aging, Medfield, MA (Customer). The parties agree that the Customer will use Provider's services as defined in section II below and shall provide content on a timely basis. In consideration for Provider providing a complete and continuous service, the Customer agrees to distribute the service to its members and hereby assigns to Provider, all its rights to any advertising revenue from the service. Every attempt will be made to deliver the services in a timely manner, however, the customer acknowledges that the Provider cannot be held responsible for delivery exceptions due to weather emergencies, strikes, natural disasters, or acts of God.

- I. TERM: This agreement shall commence immediately and shall continue in effect for 5 consecutive Service Years (each service year consisting of 11 services), with the first initial service year to begin on the 01 day of April, 2024. The term of this Agreement shall include the Initial Service Year(s) and any subsequent renewal(s) (collectively the "Agreement Term").
- II. SERVICES: Provider shall provide to Customer all benefits outlined in the Agreement, provided 26 spaces of advertising sponsorship is maintained at all times during the term of this Agreement; otherwise, Provider reserves the right to use alternate printing procedures or production methods; modify certain terms and conditions, or terminate this Agreement.

Absent the existence of factors beyond the control of either party (including without limitation due to acts of God, natural disasters, war or the failure of Internet service providers, other vendors, or shipping carriers and without such party's fault or negligence), Provider shall deliver the service to Customer within 7 business days. services received after 2pm EST may take an additional business day.

A. Provider shall provide the following service(s)/services:

- 11 issues of a(n) 12 page (8.5x11) Newsletter consisting of 10 page(s) of content and 2 pages of sponsorship (full page on 10 and 11), collate and staple. Quantity published will be 850 copies per publication. Newsletter will consist of the following:Cover Sheet: Digital 11x17 4/4.Sheet 2: Digital 11x17 4/4.Sheet 3: Digital 11x17 4/4.

B. Royalties:

- Provider will provide an annual service credit of up to \$1,000 per service year. This service credit can be used for purchasing additional print products, online services, and custom printing services from the Provider.

III. VALUE ADDED SERVICES: Provide at no additional cost.

- A. Customer will have unlimited access to Provider's web-based service for content submission processes
- B. Unlimited access to WeCreate\*, a Content and artwork resource to help produce vibrant communications (a \$499/yr. value) – our source for content and artwork to help you produce a better service.
- C. Provider reserves the right to reproduce, publish, and/or distribute materials designed by Provider and distributed to Customer for the purpose of marketing and promotion.
- D. MyCommunityOnline (<https://mycommunityonline.com>) - Your publication's presence on the Internet that includes the last twelve issues of your publication online. Customer agrees to install the MyCommunityOnline Widget on their website. Customer agrees to submit to Provider a digital distribution list of deliverable email addresses.

IV. AGREEMENT: The contents of this document, including attached exhibits and/or subsequent renewal Agreements, extensions, or revisions constitutes the entire Agreement regarding the subject matter contained herein between Provider and the Customer. The parties understand and agree to be bound by its terms and conditions. This Agreement shall bind the parties, their successors and assigns. This Agreement is not intended to supersede or modify other agreements.

Customer agrees to provide Provider a copy of their vendor list for purposes of distribution of content and solicitation of advertising for the service. Provider agrees to maintain confidentiality of these lists and only use them for contracted services between Provider and the Customer and shall treat all such information under Provider's data privacy statement found at [4ipi.com/privacy-policy](http://4ipi.com/privacy-policy). Customer also agrees to make available a telephone, Internet connection (if available), and workspace for the Provider's representative during scheduled sponsorship campaign(s). The Customer further agrees to insert a timely pre-sell message into their service.

V. RENEWAL: Provider and Customer agree that at any date prior to the expiration of this Agreement, this Agreement may be renewed or revised on terms then mutually agreeable to both parties. If the Customer has not

signed a new Agreement with Provider or notified Provider in writing of its decision to non-renew service at least 180 days prior to the expiration of the Agreement Term, the parties agree to then renew this Agreement for such a period and under such terms as are identical to those contained in this Agreement.

VI. \*e-Pub Design, ParishesOnline.com, WeCreate, WeConnect and other brand items are brand identities and/or trademarks of the Provider. Provider reserves the right to upgrade, modify, suspend, or replace with like quality any aforementioned brand identity products during the Term of this Agreement.

~~Prior to replacing the service provided by the Provider, the Customer agrees to give the Provider the opportunity to match or exceed any other Provider's offer before entering into an agreement with them.~~

KP  
10-31-23

Medfield Council on Aging  
One Ice House Road  
Medfield, MA 02052  
(508) 359-3665

Liturgical Publications Inc  
5 Progress Drive  
Cromwell, CT 06416

*Kelly Kennedy*

By: \_\_\_\_\_ DATE: \_\_\_\_\_ ← SIGN HERE

Ms. Sarah Hanifan

Kelly Kennedy  
Communication Consultant





## **TOWN OF MEDFIELD, MASSACHUSETTS**

### **AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: MEDFIELD LANDFILL MONITORING FOR REGULATORY COMPLIANCE**

**CONTRACT # DPW 2023-12**

**STATE CONTRACT # (if applicable) \_\_\_\_\_**

This Contract is made this 14th day of November 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Consultant").

#### **WITNESSED:**

Whereas, the Town requested a proposal for Landfill Monitoring for Regulatory Compliance, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Monitoring Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
2. **Scope of Services:** The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, November 14, 2023 to December 31, 2024. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$43,600.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party Consultant or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Landfill Monitoring for Regulatory Compliance Engineering Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to Landfill Monitoring for Regulatory Compliance.
9. Consultant's Personnel: Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Consultant: The Consultant is an independent Consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

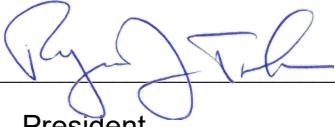
17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant)

By: 

Title: President

Board of Selectmen

Type text here

Approved as to Form: \_\_\_\_\_

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

## CERTIFICATION OF GOOD FAITH

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

The Consultant by:

Ryan J. Trahan

Print Name

President

Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

Ryan J. Trahan, authorized signatory for  
name of signatory

Environmental Partners Group, LLC, whose  
name of Consultant

principal place of business is at 1900 Crown Colony Drive, Quincy, MA 02169,

Environmental Partners Group, LLC does hereby certify under the pains and penalties of perjury that  
has paid all  
name of Consultant

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



Signature

10-30-2023

Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders  
Written Consent  
(Date)

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

VOTED: That the President, Ryan J. Trahan, acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Ryan J. Trahan the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on 7-23, 2023.

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

SEAL



# ATTACHMENT

A



— An Apex Company —

September 20, 2023

Mr. Maurice Goulet  
Director of Public Works  
Town of Medfield  
55 North Meadows Road  
Medfield, MA 02052

**RE: Scope of Work for FY 2024 Landfill Monitoring and Reporting  
Town of Medfield – Closed Landfill**

Dear Mr. Goulet:

Attached is the proposed scope of work for the Medfield Closed Landfill Monitoring and Reporting for FY 2024. The proposed monitoring program follows the requirements of the Massachusetts Department of Environmental Protection (MassDEP) Solid Waste Management Facility (SWMF) Regulations 310 CMR 19.132. A summary of the scope of work, schedule, and budget is provided below.

## SCOPE OF WORK

The proposed scope of work for the FY 2024 Medfield Closed Landfill Monitoring and Reporting includes the following tasks, which are described in detail in the attached scope of services.

### TASK 1. LANDFILL MONITORING AND REPORTING

- Groundwater and Surface Water Monitoring and Reporting
- Landfill Gas Monitoring and Reporting
- Groundwater and Surface Water Resampling
- Third-Party Closed Landfill Inspection

### TASK 2. WELL/GAS PROBE REPLACEMENT

- Replace One Damaged Monitoring Well
- Replace Up to Two Damaged Landfill Gas Probes

These tasks are required to comply with the MassDEP approvals for the Landfill O&M semi-annual groundwater, surface water, and quarterly landfill gas O&M program.

# SCHEDULE

Groundwater and surface water sampling will be performed in Fall 2023 and Spring 2024. Landfill gas monitoring will be performed quarterly (Fall 2023, Winter 2023, Spring 2024, and Summer 2024). A report will be submitted to MassDEP within 60 days following the sampling event. A Certified Third-Party Inspection of the landfill will be performed in Spring 2024.

# BUDGET

## TASK 1. LANDFILL MONITORING AND REPORTING

The Lump Sum Fee for Task 1 - Landfill Monitoring and Reporting is **Thirty-Nine Thousand Nine Hundred Dollars** (\$39,900). This scope includes the same tasks as FY 2023 (groundwater, surface water, and landfill gas monitoring and reporting), but also includes a Certified Third-Party Landfill Inspection and Report, which is required biennially.

## TASK 2. WELL/GAS PROBE REPLACEMENT

The Lump Sum Fee for Task 2 – Well/Gas Probe Replacement is **Three Thousand Seven Hundred Dollars** (\$3,700).

## TOTAL LUMP SUM FEE

The Total Lump Sum Fee for the FY 2024 Landfill Monitoring Program is **Forty-Three Thousand Six Hundred Dollars** (\$43,600), which shall cover all primary services and expenses for Tasks 1 and 2. This budget is based on our current understanding of the Town's needs and may be modified after further consultation with the Town.

This project will be invoiced on the monthly basis as the tasks are completed.

The specific activities to be performed under each task are described in more detail in the attached Medfield Landfill FY 2024 Scope of Work.

Sincerely,



Environmental Partners Group, LLC.  
Ann Marie Petricca, C.P.G.  
Project Manager  
P: 617.657.0299  
E: [amp@envpartners.com](mailto:amp@envpartners.com)



Environmental Partners Group, LLC.  
Dave Patangia, P.E.  
Director of Operations | Senior Principal  
P: 617.657.0293  
E: [dnp@envpartners.com](mailto:dnp@envpartners.com)

CC: Bill Watts, Senior Project Scientist

Attachments: FY 2024 Medfield Closed Landfill Monitoring and Reporting Scope of Work

# FY 2024 MEDFIELD CLOSED LANDFILL MONITORING AND REPORTING SCOPE OF WORK

Based on the Massachusetts Department of Environmental Protection (MassDEP) letter dated September 29, 2000 and the most recent groundwater, surface water, and landfill gas results, Environmental Partners has prepared the following scope of work to comply with the Solid Waste Management Facility (SWMF) Regulations 310 CMR 19.132 requirements for monitoring at the Medfield Closed Landfill through June 2024.

## TASK 1. LANDFILL MONITORING AND REPORTING

### Groundwater and Surface Water Monitoring and Reporting

Under this task, two rounds of groundwater and surface water sampling will be conducted: one in Fall 2023 and one in Spring 2024. The sampling will be from ten groundwater monitoring wells (MW-1, MW-4, MW-4D, MW-5, MW-6, MW-6D, MW-101S, MW-101D, MW-102S, and MW-102D) and from two surface water locations (SW-1 and SW-2). One duplicate sample will also be collected.

In accordance with 310 CMR 19.132(l)(h), groundwater and surface water sampling will include those analytes specified in the regulations. Each well will be purged of a minimum of three well volumes before sampling. Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the following analytes:

- Alkalinity
- Nitrate Nitrogen
- Total Dissolved Solids (TDS)
- Chloride
- Chemical Oxygen Demand (COD)
- Sulfate
- Manganese
- Iron
- Cyanide
- Volatile Organic Compounds (VOCs) by EPA Method 8260B
- Filtered Metals - Arsenic; Barium; Cadmium; Chromium; Copper; Lead; Mercury; Selenium; Silver; and Zinc
- 1,4-Dioxane (method detection limit of not greater than 0.3 µg/L)

Samples collected for metals analyses shall be filtered either in the field or by the laboratory with a 0.45 micron filter. Laboratory testing will also include a duplicate for all parameters. In addition to the laboratory analyses, samples will also be collected during the sampling events for field screening

of temperature, pH, specific conductance, dissolved oxygen, and static water elevation. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

After the completion of the field sampling, results will be tabulated and analyzed. A letter report will be prepared on a quarterly basis to summarize the sampling results. This report will be submitted to the Town within 60 days following the monitoring event.

## Landfill Gas Monitoring and Reporting

In accordance with 310 CMR 19.132(4), under this task, 14 landfill gas probes (SG-101 through SG-111, and SG-103A, SG-103B, and SG-103C) will be sampled on a quarterly basis.

The probes shall be screened for percent oxygen, volatile organic compounds (VOCs), hydrogen sulfide ( $H_2S$ ), carbon dioxide ( $CO_2$ ), percent methane, and lower explosive limit (LEL) percentage calibrated for methane. If methane gas exists at the gas monitoring wells in concentrations greater than 25% of the LEL at the landfill property boundary, the MassDEP regional office shall be notified within 24 hours of the reading.

After the completion of the field sampling, results will be tabulated and analyzed. A letter report will be prepared on a quarterly basis to summarize the sampling results. This report will be submitted to the Town within 60 days following the monitoring event.

## Groundwater and Surface Water Resampling and Reporting

MassDEP is requiring that the Town resample groundwater and surface water sample locations if there is an exceedance of the regulatory limits in 310 CMR 19.132(2), as summarized below:

*(j) If the concentrations of any of the parameters listed in 310 CMR 19.132(2)(h) exceed the state or federal drinking water standards, Maximum Contaminant Levels (MCLs), Ambient Water Quality Standards for surface water samples established at 314 CMR 4.00: Massachusetts Surface Water Quality Standards, or alternative standards established in a permit; or guidelines or standards established by a permit, order or authorization issued by the Department for contaminants for which no federal or state standard exists, at any sampling point, the owner or operator shall:*

- 1. notify the Department within 14 days of the finding; and*
- 2. collect, analyze and submit to the Department another round of samples within 60 days of the prior date of sample collection and determine the concentration of all parameters identified in 310 CMR 19.132(2)(h) that were exceeded unless otherwise specified by the Department.*

Based on historical sampling, Environmental Partners has assumed that resampling of groundwater and surface water will be required after the Fall 2023 and Spring 2024 sampling events, and that five monitoring wells will be resampled for laboratory analysis for 1,4-dioxane, and that two surface water locations will be resampled for copper and lead.

After the completion of the field sampling, results will be tabulated and analyzed. A letter report will be prepared on a quarterly basis to summarize the sampling results. This report will be submitted to the Town within 60 days following the monitoring event.

Environmental Partners has discussed with MassDEP whether the resampling could be eliminated from the monitoring program, but MassDEP has indicated that at this time they are requiring that the Town comply with the full monitoring requirements of 310 CMR 19.132. If MassDEP relaxes the resampling requirement, then this Task will not be performed, and the Town will not be invoiced for this work.

### Third-Party Closed Landfill Inspection

This task includes a Certified Third-Party inspection of the landfill, in accordance with the requirements of the Massachusetts Solid Waste Regulations, revised 2014, and which require that the inspection be performed by a Third-Party Inspector registered with MassDEP.

The landfill inspection will include review of the following features:

- Vegetative Growth - condition (healthy or distressed), the need for water, the need to mow.
- Erosion of Side Slopes – condition of the landfill surface for cracks or erosion gullies.
- Drainage Swales – condition of earthen and riprap swales for any repairs needed for runoff drainage control.
- Drainage Basins - for silting/clogging of the basins and the need for clean-out.
- Drainage Structures – condition of catch basins and culverts for proper operation and for any repairs needed for runoff drainage control.
- Monitoring Systems – condition of groundwater monitoring wells and soil gas wells/vents for damage.

## TASK 2. WELL/GAS PROBE REPLACEMENT

During the FY 2023 groundwater sampling and landfill gas monitoring events, it was discovered that the well screen at groundwater monitoring well MS-5 had become damaged or dislodged, and that multiple landfill gas probes were prone to sporadic clogging. This task includes the replacement of MW-5, as well as the repair/replacement of up to two landfill gas probes. Environmental Partners staff shall install the replacement MW-5 and the landfill gas probes adjacent to the original corresponding well/gas probe, using the same material and installed to similar depths as the original corresponding well/gas probes. This will occur prior to any groundwater sampling and landfill gas monitoring.

## ASSUMPTION AND LIMITATIONS

1. Groundwater monitoring will be performed at the ten existing wells listed under Task 1. The analysis of groundwater conditions within these wells is consistent with the activities that were performed as part of the development of the Comprehensive Site Assessment that was developed for the site. Following the completion of each groundwater monitoring event, Environmental Partners will assess the monitoring program to determine whether the number of wells included in the monitoring program should be reduced or increased to provide an adequate assessment of groundwater conditions.

2. It is assumed that all groundwater monitoring wells are accessible and in good condition for use. It is further assumed that re-development of wells will not be necessary for suitable samples to be collected.
3. Groundwater monitoring well purge water will be disposed directly to the ground.
4. The scope of services includes all materials, equipment and labor required to complete the environmental monitoring program presented herein. It also includes the preparation of summary letter reports for submittal to the MassDEP that will outline the activities performed and the results obtained. Environmental Partners will submit an electronic copy of the letter report to the MassDEP and will provide a single final copy of each report to the Town.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT	
	NAME: John Kilgarriff/Brett Nealis	
INSURED	PHONE (A/C, No, Ext): 215-701-5291	FAX (A/C, No):
	E-MAIL ADDRESS: KILGARRIFF_UNIT@grahamco.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Starr Surplus Lines Insurance Company		13604
INSURER B : Liberty Insurance Corporation		42404
INSURER C : Tokio Marine America Insurance Company		10945
INSURER D :		
INSURER E :		
INSURER F :		
APEXCOM-01		
Environmental Partners Group, LLC 1900 Crown Colony Drive, Ste 402 Quincy, MA 02169		

## COVERAGES

CERTIFICATE NUMBER: 437003612

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	COMMERCIAL GENERAL LIABILITY	Y		1000065707231	7/31/2023	7/31/2024	EACH OCCURRENCE	\$ 1,000,000			
	CLAIMS-MADE						<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
									MED EXP (Any one person)	\$ 25,000	
									PERSONAL & ADV INJURY	\$ 1,000,000	
							GEN'L AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE	\$ 2,000,000	
							POLICY	<input checked="" type="checkbox"/>	PROJECT	<input checked="" type="checkbox"/>	LOC
	OTHER:						\$				
B	AUTOMOBILE LIABILITY			AS5-Z51-294467-023	7/31/2023	7/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	ANY AUTO						<input checked="" type="checkbox"/>	BODILY INJURY (Per person)	\$		
	OWNED AUTOS ONLY						<input type="checkbox"/>	BODILY INJURY (Per accident)	\$		
	Hired AUTOS ONLY						<input type="checkbox"/>	PROPERTY DAMAGE (Per accident)	\$		
	\$2,500 Comp						<input checked="" type="checkbox"/>	\$2,500 Coll	\$		
A	UMBRELLA LIAB			1000336571231	7/31/2023	7/31/2024	EACH OCCURRENCE	\$ 25,000,000			
	EXCESS LIAB						<input checked="" type="checkbox"/>	AGGREGATE	\$ 25,000,000		
	DED						<input type="checkbox"/>	RETENTION \$	\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input checked="" type="checkbox"/>	N / A	WC7-Z51-294467-013	7/31/2023	7/31/2024	<input checked="" type="checkbox"/>	PER STATUTE	OTHE-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/>	E.L. EACH ACCIDENT	\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/>	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
							<input type="checkbox"/>	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
	Professional Liability Pollution Liability Contractors Equipment							1000065707231 1000065707231 CPP6411631	7/31/2023 7/31/2023 7/31/2023	7/31/2024 7/31/2024 7/31/2024	Per Claim / Agg Per Occ / Agg Leased/Rented Equip

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Property Policy - Tokio Marine America Insurance Company Policy #CPP6411631; Policy Period 7/31/2023 - 7/31/2024

RE: Medfield Landfill Monitoring for Regulatory Compliance

Town of Medfield is additional insured on the above General Liability Policy if required by written contract.

The above Excess Liability Policy provides coverage excess over the above General Liability, Auto Liability, and Employers Liability Policies.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Medfield Medfield Town House, 459 Main Street Medfield MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Bid Proposal**

*Town of Medfield*

Project No.  
Project Name  
Project Location  
Attention:

**DPW - Holiday Event**  
**Medfield, MA**  
**Robert Kennedy**

Print Date  
Prepared By:

**October 13, 2022**  
**Kristen Carreau**  
[Kristen@liddellleasing.com](mailto:Kristen@liddellleasing.com)

Item No.	Item Code	Column1	Quantity	Unit	Unit Price	Extension
1	RENTAL	6FT SECTIONS OF PLASTIC WATER-WALL BARRIERS <i>DELIVERED EMPTY - REMOVE EMPTY</i>	70	LS		\$5,000.00

\*\*\*DELIVER ON: FRIDAY, 12/2/22 & REMOVE ON MONDAY, 12/5/22

ACCEPTED BY:.....DATE:.....

**Total Bid Proposal**

JOB SPECIFIC INCLUSIONS / EXCLUSIONS:

1. TAX EXEMPT CERTIFICATE ON FILE

GENERAL INCLUSIONS / EXCLUSIONS:

RENTAL INCLUDES DELIVERY AND REMOVAL



PC#: 0291  
1660 HYDE PARK AVE  
BOSTON, MA 02136 2458  
617-361-2700

## SUNBELT RENTALS, INC.

Salesman: 029102 CROWLEY, DAVID (291)  
Typed By: MSPORDER

Job Site:  
HOILDAY ON THE COMMON  
555 MAIN ST  
CVS LOT  
MEDFIELD, MA 02052 2520  
C#: 508-906-3003 J#: 508-889-3956

Customer: 737721  
MEDFIELD. TOWN OF  
459 MAIN STREET  
MEDFIELD, MA 02052

## RESERVATION



Contract #.. 145119134  
Contract dt. 9/26/23  
Date out... 12/01/23 9:00 AM  
Est return.. 12/02/23 9:00 AM  
Job Loc..... 555 MAIN ST, MEDFIELD  
Job No..... 555MS  
P.O. #..... N/R  
Ordered By.. KENNEDY, BOBBY  
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
3.00	4000W NARROW VERTICAL MAST LIG 0120405 Air Reg#:	150.00	150.00	350.00	550.00	450.00

\*\*\* EQP MSG \*\*\*

The following shift rates will apply:

8 Hrs/Day 40 Hrs/Wk = 1.0 x Rate  
9-16 Hrs/Day 41-80 Hrs/Wk = 1.5 x Rate  
17+ Hrs/Day 81+ Hrs/Wk = 2.0 x Rate

Return lights to their stowed position after use. Additional charges may apply to stow lights upon pick-up.

NOTICE: MASSACHUSETTS AND RHODE ISLAND EACH REQUIRE STATE ISSUED HOISTING LICENSES TO OPERATE ANY EQUIPMENT THAT CAN LIFT 10 FEET IN HEIGHT OR 500 POUNDS OR 1/4 YARD OF MATERIAL.

### SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLPKSRCHG	EA	61.050	61.05
TRANSPORTATION SURCHARGE				
1	ENVIRONMENTAL	EA	8.770	8.77
ENVIRONMENTAL/HAZMAT FEE 2133XXX0000				
DELIVERY CHARGE				165.00
PICKUP CHARGE				165.00

\*\*\*\*\*

\*\*\*\*\*

IF THE EQUIPMENT DOES NOT WORK  
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated therewith, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \*Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date



PC#: 0291  
1660 HYDE PARK AVE  
BOSTON, MA 02136 2458  
617-361-2700

Job Site:  
HOILDAY ON THE COMMON  
555 MAIN ST  
CVS LOT  
MEDFIELD, MA 02052 2520  
C#: 508-906-3003 J#: 508-889-3956

Customer: 737721  
MEDFIELD. TOWN OF  
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Salesman: 029102 CROWLEY, DAVID (291)  
Typed By: MSPORDER

## RESERVATION



Contract #.. 145119134  
Contract dt. 9/26/23  
Date out.... 12/01/23 9:00 AM  
Est return.. 12/02/23 9:00 AM  
Job Loc..... 555 MAIN ST, MEDFIELD  
Job No..... 555MS  
P.O. #..... N/R  
Ordered By.. KENNEDY, BOBBY  
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
<b>SALES ITEMS:</b>						
Qty	Item number	Unit	Price			
##### BOBBY ON SITE 508-889-3956 ##### " " " DROP IN REAR LOT CVS " " " "				Sub-total:		849.82
				Total:		849.82

All amounts are in USD

\*\*\*\*\*  
\* IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE \* MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY \* CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS \*

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated therewith, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \* Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature	Date	Name Printed	Delivered By	Date
--------------------	------	--------------	--------------	------

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. "Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, leaved upon, threatened with seizure, lost, or any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any disabled Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (i) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, or in with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) **NO WARRANTIES.** SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOUSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF. A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

8) **RELEASE AND INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payable, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturn is a breach. Customer shall provide Sunbelt with certificates of insurance to [insurancecertificates.sunbeltrentals.com](http://insurancecertificates.sunbeltrentals.com) evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer within the 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP.** RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see [www.sunbeltrentals.com/environmentalfee](http://www.sunbeltrentals.com/environmentalfee)) and (ix) Transportation Surcharge (see [www.sunbeltrentals.com/surchage](http://www.sunbeltrentals.com/surchage)). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular user or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY, IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20) **JURY TRIAL WAIVER.** IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER.** AT THE ELECTRON OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must: (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations, and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to [www.bis.doc.gov](http://www.bis.doc.gov) for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at [www.sunbeltrentals.com/privacypolicy](http://www.sunbeltrentals.com/privacypolicy).

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)":) (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, not or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lessors) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid for the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at <https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/>  
Rev Date 06/16/2021



Mr. Jay Paget  
Program Director  
MA Cultural Council, Cultural Facilities Fund  
10 St. James Avenue, Suite 302  
Boston, MA 02116

November 15, 2023

Dear Mr. Paget,

On behalf of Medfield's Select Board, I write to support the Bellforge Art Center's (BAC) application to the Cultural Facilities Fund Capital Grant program.

Since BAC acquired its 99-year lease on two buildings in June, 2020 they have made steady progress completing design development and construction documents for a performing arts center. CAM's project is consistent with the Town's 2018 master plan to improve the site.

The Town has also made progress in selecting Trinity Financial as the designated developer for historic preservation of the 27 buildings around BAC for 334 housing units. We are aware that Trinity and BAC are coordinating schedules to align these two construction projects and infrastructure, with tentative completion dates in 2026.

In the meantime, BAC has created a vibrant outdoor venue with free programming April – October to build its audience and awareness in advance of opening. Since the campus was closed in 2003, there is sufficient water infiltration in the Infirmary, (one of BACs leased buildings) to the extent there is a partial collapse of the first floor into the basement level. Given that construction won't be completed for several years, we strongly encourage the Cultural Facilities Fund to support BAC's application to support the roof repairs and limit further deterioration while BAC raises the funds to complete the rest of the renovations.

Sincerely,

Osler Peterson  
Chair, Select Board

Informational



October 10, 2023

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

**RE: AXS TV HD**

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following:

- *Effective December 12, 2023, AXS TV HD channel 783 will no longer be available and AXS TV HD channel 1613 will require an X1 TV Box and Xfinity Internet or a compatible customer owned device to view. HD programming requires the HD Technology Fee.*

Please do not hesitate to contact me should you have questions at [patrick\\_shearns@comcast.com](mailto:patrick_shearns@comcast.com).

Sincerely,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager  
Government & Regulatory Affairs

**Medfield Economic Development Vision**  
**Draft Existing Conditions Memo**  
**October 2023**

## Introduction

### Project Purpose

The Medfield Economic Development Vision project aims to develop an economic development vision with analysis and recommendations to enhance economic development activity, expand the commercial and industrial tax base, and grow the commercial and industrial uses within the town's Industrial-Extensive (IE) district. It is supported by Massachusetts Executive Office of Housing and Livable Communities (EOHLC) Housing Choice grant funds, awarded via the Community One Stop for Growth program, and advanced by the Metropolitan Area Planning Council (MAPC), in collaboration with the Town and key stakeholders.

### Memo Purpose

This memo provides key findings from an initial existing conditions analysis, which included the review of relevant plans, studies, and data and interviews with key stakeholders. It aims to identify the salient strengths and challenges of the IE district today, providing a foundation for a subsequent community visioning process.

### Study Area

The Town of Medfield is located approximately 25 miles southwest of Boston and approximately 30 miles north of Providence, Rhode Island. MAPC has characterized the town as an Established Suburb, a community type marked by owner-occupied single-family homes, scattered parcels of vacant developable land, and a relatively stable population, where new growth takes the form of infill and some redevelopment.<sup>1</sup>

This project focuses on the Medfield's Industrial-Extensive (IE) district, with select analyses incorporating a 200-foot buffer around the IE district. The IE district is located along Route 27/North Meadows Road, between the swath of agriculturally zoned land at the town's western border and West Street. It anchors an industrial area supportive of a range of business types, such as industrial/warehouse, office, and more, as well as a Chapter 40B housing development.<sup>2</sup>

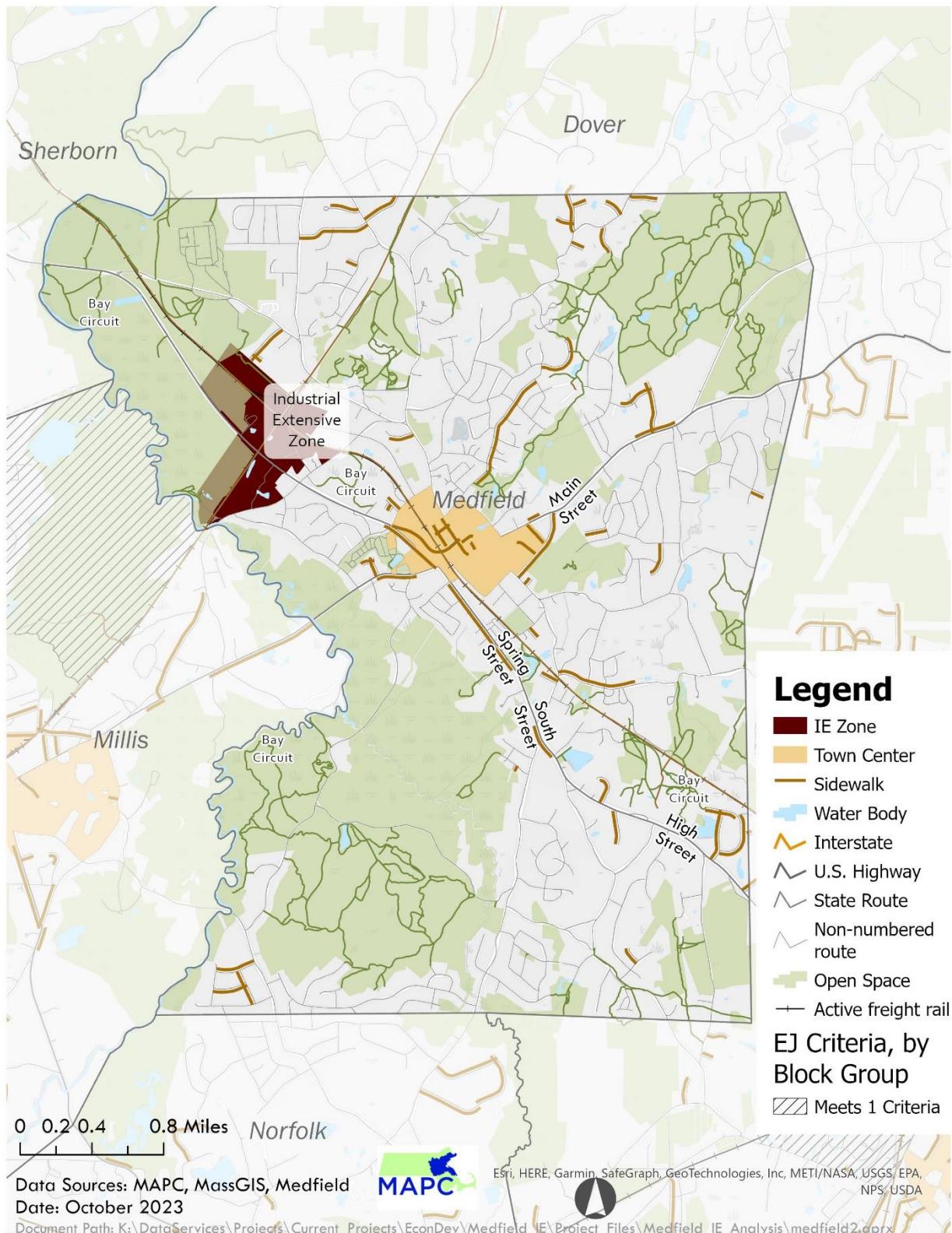


Figure 1. Industrial-Extensive (IE) District Context Map. Source: Metropolitan Area Planning Council (MAPC), 2023.

## Planning Context

### Recent Local Studies & Planning Efforts

The present project builds on recent studies and planning efforts in Medfield. From an outcomes perspective, these recent efforts may shape the future of the IE district, due to the scale and impact of potential redevelopment efforts, for example. From a process perspective, recent studies and plans may support a more comprehensive understanding of the community's economic development priorities and preferences, as well as elevate considerations of a range of community-wide factors, such as those related to transportation, housing, or natural resources.

#### [Medfield State Hospital Strategic Reuse Master Plan: Town of Medfield, MA \(2018\)](#)

The Medfield State Hospital Strategic Reuse Master Plan lays out a vision for the former Medfield State Hospital (MSH) campus, located in the town's northwest corner. The MSH closed in 2003, and, in 2014, the Town acquired 128 acres of the 241-acre campus, with the Commonwealth of Massachusetts retaining ownership of the remaining acreage.<sup>3</sup> The reuse plan draws on a four-year planning process incorporating community engagement activities conducted by the Medfield State Hospital Master Planning Committee (MSHMPC) and the MSHMPC Resource Committee, including surveys, workshops, and digital outreach.<sup>4</sup> The proposed redevelopment scenario calls for designated open space; the redevelopment of an existing structure into a cultural center; possibly, the creation of a public parks and recreation facility; and historic rehabilitation and selective infill new construction activities to support a mixed-use development with housing and commercial amenities.<sup>5</sup>

Community priorities for the MSH campus' reuse identified via this planning process included: 1) "Maintain and enhance the character and values of the Town of Medfield and its residents," 2) "Address Town housing needs", and 3) "Achieve reasonable economic and financial impact on Medfield residents and Town services."<sup>6</sup> Community members' characterization of Medfield's special qualities included, "open space and conservation," "small town-community feel," family-friendly," "quality schools," and "culture and history,"<sup>7</sup> and important criteria for the site's reuse identified by the community included, "impact on schools," "nature and balance of land use/programming," and "impact on home values."<sup>8</sup> The planning process also identified twelve characteristics central to the community's values, broadly: 1) education; 2) heritage, town history and historic preservation; 3) fiscal prudence; 4) open space; 5) fitness; 6) appreciation for nature; 7) rural character and scale; 8) family; 9) community involvement; 10) community spirit and local events; 11) acceptance and inclusion; and 12) caring and compassionate community."<sup>9</sup>

#### [Townwide Master Plan: Building Our Future \(2020\)](#)

The Town of Medfield's current master plan was compiled in 2020, supported by a 17-month planning process that included community engagement in the forms of public forums, surveys, interviews, and more.<sup>10</sup> The plan aims to guide the Town's decisions and actions over the following two decades and provides recommendations for policy changes, projects, and actions.<sup>11</sup>

The plan presents eight Town goals: 1) "honor Medfield's town character," 2) "make getting around town safe and pleasant," 3) "encourage economic activity," 4) "provide a range of housing options," 5) "provide public facilities and services that meet the needs of all residents," 6) "support the reuse of the state hospital," 7) "support the health and wellness of residents," and 8) "improve governance and plan for future resilience."<sup>12</sup> It also identifies twelve key recommendations: 1) "renew and revisit the vision for the downtown," 2) "develop a network of pedestrian and bike paths and connections to open spaces," 3) "support older adults who wish to age in community," 4) "support the school department's efforts to update its facilities," 5) "continue to support facilities management practices," 6) "explore options for creating a new parks and recreation facility," 7) "consider creating an intergenerational community center," 8) "make Medfield State Hospital into a town destination," 9) "develop a town-wide health and wellness campaign,"

10) “prepare Climate Change, Adaptation, Mitigation and Resilience plan,” 11) “evaluate the benefits of the Community Preservation Act as a source of funding,” and 12) “review, revise and update the zoning by-law.”<sup>13</sup>

From a zoning and land use perspective, the plan lists the town’s three districts for commercial and industrial uses – the Business (B), Business Industrial (BI), and Industrial Extensive (IE) districts – and notes the zoning bylaw’s “unusual” approach of using different dimensional requirements, dependent on the actual land use, in each.<sup>14</sup> The plan notes the bylaw imposes high parking standards on nonresidential uses outside of the downtown area and requires a special permit for most nonresidential uses, though many may be permissible by right with an approved site plan.<sup>15</sup> It states, “The Town does not have a regulatory framework conducive to business growth.”<sup>16</sup>

Looking ahead, the plan identifies two key strategies to support its goal to encourage economic activity: 1) “diversify the tax base,” and 2) “become more business friendly.”<sup>17</sup> Supporting actions include updating the zoning bylaw with an economic development lens, encouraging and supporting local self-employment, and increasing efficiency in permitting.<sup>18</sup> Suggested action items related to potential zoning changes include exploring the option of increasing the maximum building height allowed in the BI and IE districts and allowing research and development and manufacturing as of right, subject to special permit review and maximum size thresholds; the plan also calls for surveying business owners in the BI and IE districts about potential zoning changes that might benefit their businesses.<sup>19</sup>

#### [Rapid Recovery Plan: Town of Medfield \(2021\)](#)

Medfield’s Rapid Recovery Plan was compiled as part of the statewide Rapid Recovery Plan (RRP) program, which supported Massachusetts communities in developing plans to address pandemic-related economic impacts to their downtowns, town centers, and commercial areas.<sup>20</sup> The plan centers on the key topics of local customer base, physical environment, business environment, and administrative capacity and focuses on Medfield’s downtown area.

The planning effort’s examination of local conditions found that Medfield is a “tight-knit community” with highly engaged residents.<sup>21</sup> The downtown area, the plan notes, resembles a compact small-town center and serves as the community’s “economic, social, cultural, and civic” focal point.<sup>22</sup> The planning effort found, also, that Medfield’s efforts to support small business recovery would be bolstered by additional economic development capacity.<sup>23</sup> The plan emphasizes the key challenge of downtown traffic and circulation to the town’s economic development and/or recovery, citing the frustration of both pedestrians and drivers navigating the traffic volume and high vehicle speeds in the Main Street area, and concludes that Medfield’s economic recovery would require investing in infrastructure improvements.<sup>24</sup>

Looking ahead, the plan’s recommendations include, first, the installation of wayfinding signage to support a cohesive sense of place in downtown Medfield, as well as easier navigation.<sup>25</sup> It recommends, second, a traffic calming pilot project with the aims of improving the downtown area’s safety and experience for all users, reducing vehicular speeds, enhancing the physical attractiveness of downtown streets, providing data on the impact of short-term traffic calming measures, and ensuring that traffic calming measures are based in community support.<sup>26</sup> The plan recommends, third, that the Town adopt a Complete Streets Policy and Prioritization Plan, as well as conduct a Road Safety Audit to assess the local street network and support safer, more inclusive transportation options.<sup>27</sup> Additionally, the plan recommends creating a downtown façade grant program,<sup>28</sup> and, lastly, the development of a downtown business portal, inclusive of both resources for businesses and a business directory for potential customers.<sup>29</sup>

#### [Medfield Zoning Diagnostic Report \(2022\)](#)

The Medfield Zoning Diagnostic Report presents the findings of the Barrett Planning Group’s technical review of the Town’s zoning bylaw, with a focus on aspects like its “structure and format,” “clarity and consistency,” “use and placement of definitions,” and “simplicity in approval processes,” among others.<sup>30</sup>

The report's findings include that the bylaw calls for a special permit for many uses and that, often, as-of-right uses trigger site plan approval, a process only briefly described.<sup>31</sup> It notes a trend of communities providing for 'minor site plan review' or similar by municipal staff for smaller projects, with only larger or more complex projects referred to their planning boards.<sup>32</sup> The report's other comments include characterization of the bylaw's off-street parking and loading requirements as "woefully out of date," and its sign bylaw as requiring "global revision and update," including to conform with recent federal judicial decisions.<sup>33</sup>

#### Key Themes from Recent Local Studies and Planning Efforts

Recent local studies and planning efforts reflect several key themes related to both conditions in Medfield today and priorities for its future. These include:

- Medfield has a strong sense of community, with planning aims reflecting a desire to support the town's close-knit feel and identity.
- Medfield's tax base is largely residential, with planning aims including striking an effective balance between the provision of Town services and financial impacts on residents.
- Medfield's transportation network is largely car-centric, with plans citing opportunities for the expansion of bike, pedestrian, and public transit infrastructure.
- Medfield has an inter-generational population, with plans calling for housing, education, and recreation amenities that respond to a range of needs and preferences.
- Medfield has limited housing options, with plans calling for a greater diversity of housing types for residents ranging in age, ability, and income.
- Medfield is home to an extensive range of open space and natural resources, with planning aims signaling opportunities for the preservation, connectivity, and enhancement of these features.
- Medfield's history underpins its sense of place, with planning priorities including preserving local historical resources and continuing to cultivate a vibrant artistic community.
- Medfield residents value health, wellness, and recreation, with plans calling for the retention or expansion of amenities supportive of both individual and community wellbeing.
- Medfield's downtown is its economic and cultural core, with plans citing opportunities to increase its connectivity, vibrancy, and economic activity.
- The Medfield State Hospital (MSH) campus presents a singular opportunity for the community, with plans calling for redevelopment and placemaking sensitive to the site's natural and historic resources and responsive to town needs.
- Medfield's zoning bylaw requires updating, with studies and planning efforts signaling zoning revision as a crucial tool for stimulating future economic activity.

#### Regional Industrial Land Use Context

MAPC's "Land, Economy, Opportunity: Industrial Land Supply and Demand in Greater Boston" details Metro Boston's recent decline in and sustained demand for industrial space.<sup>34</sup> It also ties industrial employment opportunities to inclusive economic development aims, including via the provision of well-paying jobs to workers without college degrees.<sup>35</sup> Key findings include that industrial space in Greater Boston declined 3.5 percent between 2011 and 2021; over the same time period, however, the utilization rate of the remaining industrial space increased, meaning more industrial space was in use in 2021 than a decade prior.<sup>36</sup> The report notes real estate pressures to pursue a property's "highest and best use" can lead to the conversion of industrial land to commercial or residential uses.<sup>37</sup> It cautions against the impacts of increased demand or continued loss of industrial space, including associated rent increases that may threaten the survival of industrial firms, heightened environmental pressures, and exacerbated racial wealth inequality.<sup>38</sup>

The Urban Manufacturing Alliance's 2018 report, "An Urban Revival: How Land Use Tools and Real Estate Strategies are Fueling the Resurgence of Light Manufacturing in Greater Boston," examines regional trends

in manufacturing and light industrial uses, in particular, and similarly highlights the vulnerability of industrial space to conversion to residential, commercial, or retail uses.<sup>39</sup> The report emphasizes that, in Massachusetts, the manufacturing sector provides crucial economic contributions, comprising 10 percent of the economy, and includes a significant share of small firms, with more than 54 percent of the sector's firms employing 10 or fewer people.<sup>40</sup> This salience of small firms aligns the nationwide trend of the manufacturing sector shifting from mass producers to small and medium-sized firms, the report notes, though local land use and real estate development contexts have not yet wholly adapted to reflect the needs of smaller manufacturers.<sup>41</sup> The report notes that some communities have started to pivot towards land use policies that support the integration of low-impact manufacturers in mixed-use areas, a shift that reflects the potential economic benefits of grouping manufacturers and other entities, like suppliers, customers, and universities, as well as the manufacturing sector's employment opportunities for workers with lower levels of experience, education, or English language proficiency.<sup>42</sup>

Both studies highlight opportunities for local zoning to adapt to an evolving industrial sector landscape. The 'Land, Economy, Opportunity' report's specific zoning recommendations for municipal stakeholders include limiting non-industrial uses in core industrial areas to maintain their affordability, leveraging artisanal or light manufacturing district zoning in more flexible areas, defining emerging industries in zoning use tables, and creating incentives for the development of light industrial space in mixed-use developments, with sample associated uses including food production, arts and crafts manufacturing, and research and development.<sup>43</sup> 'An Urban Revival' calls on municipal leaders to balance industrial land preservation with the pursuit of in-demand residential and office uses, particularly in light of the Boston region's high real estate costs and associated pressures for conversion.<sup>44</sup> It describes the potential impacts of restrictive zoning in hotter market contexts, where it can protect against industrial redevelopment, and of more flexible zoning in weaker market contexts, where it can serve as a tool for activation.<sup>45</sup>

## Historical Context

The Town has noted that the IE district's location does not reflect a deliberate planning process, but rather the historical siting of industrial uses in this area. The district's development has likely been informed by broader historical factors shaping Medfield's evolution as a whole.

Manufacturing first took hold in Medfield around 1800, in the form of small-scale cottage industries centered on hat, boot, shoe, and brush production.<sup>46</sup> The center of Medfield contained one-story workshops and small wood-frame shops, along with some residential and/or institutional development that also fanned out beyond the town's core.<sup>47</sup>

As the 19<sup>th</sup> century progressed, larger industries developed in Medfield.<sup>48</sup> Straw goods production emerged as the town's primary industry, and the community also supported waterpower-dependent industries, including mills for nails, wire, and hay forks.<sup>49</sup> Cottage industries grew to encompass larger scale production, supported by the construction of small factories in the town center and contributing to development throughout Medfield.<sup>50</sup> Beyond these industrial activities, Medfield attracted a burgeoning community of artists and musicians.<sup>51</sup>

Throughout this period, Medfield's development was shaped by expanding access to transportation infrastructure, including new railroad service. In 1861, Medfield received its first passenger trains, via the extension of the Charles River Railroad.<sup>52</sup> In 1870, the Framingham and Mansfield railroad also began service to Medfield, providing service to the town's center for the first time.<sup>53</sup> The two lines crossed within the present-day IE district, forming Medfield Junction near the current intersection of West Mill Street with Adams Street and Harding Street.<sup>54</sup> A depot marked the intersection until 1967.<sup>55</sup>

In the late 1800s, the establishment of the Medfield State Hospital contributed to the town's further growth.<sup>56</sup> The town's population doubled in the 1890s, streetcars began to service Main Street, and the

local road network grew beyond the town center.<sup>57</sup> Medfield's straw hat industry thrived, and the town continued to attract artists, whether on a temporary or permanent basis.<sup>58</sup> Buoyed by expanding railroad service, Medfield also emerged as a summer resort destination.<sup>59</sup> Commercial establishments in the vicinity of Medfield Junction – and today's IE district – grew to include not only a lumberyard, mill pond, and ice houses, but also hotels serving seasonal visitors.<sup>60</sup>

For significant stretch of the early 20<sup>th</sup> century, Medfield witnessed limited new development, concentrated primarily in the town center and near Medfield State Hospital.<sup>61</sup> After World War II, Medfield grew into a "modern suburb," reflective of broader suburbanization trends supported by an expanding highway network.<sup>62</sup> The town's population nearly doubled between 1945 and 1960,<sup>63</sup> and the development of community amenities, such as roads, parks, schools, and housing, kept pace.<sup>64</sup> These developments included the town's first subdivision, started in 1948,<sup>65</sup> and resolved into land use patterns reflecting a denser town center, scattered uses along Route 109 and 27, and several disparate residential subdivisions throughout the community.<sup>66</sup> By 1964, the share of developed land in Medfield had grown to 33 percent, from just 11 percent in 1939, a change driven largely by increases in residential, public, and semi-public uses.<sup>67</sup> The town's 1964 master plan emphasized Medfield's transformation: "At one time the character of Medfield was well-defined - a rural town," the plan reads. "It is now in a period of transition to a combined rural and urban community."<sup>68</sup>

By this time, the town's economic activities connected the community to the broader region, even as the railroad amenities that had originally contributed Medfield's broader connectivity gave way to vehicular infrastructure.<sup>69</sup> The 1964 master plan noted that Medfield residents were most likely to work in the Boston area, while employees at Medfield establishments were most likely to live west of the community.<sup>70</sup> It reported 110 to 125 establishments in town, with Medfield State Hospital as the largest employer.<sup>71</sup> While the town had witnessed recent manufacturing growth, the master plan characterized local potential for industrial growth as "relatively poor," citing a lack of highway access as justification.<sup>72</sup>

On March 16, 1967, amendments to the local zoning bylaw's regulation of industrial uses were passed at Annual Town Meeting; they included the creation of an Industrial Intensive district and the IE district.<sup>73</sup> These revisions included use regulations for the new industrial districts, as well as provisions related to area requirements; height and bulk regulations; signs and lighting; off-street parking; noise, vibration, and smoke; and streets, curbing, and sidewalks.<sup>74</sup> The Town's Industrial and Development Commission described the amendments as reflecting both short- and long-term aims: "These bylaws may reduce, on a shortsighted basis, the rate at which industrial acreage is consumed. However, on a long term basis, they will assure that the town obtain the more desirable industries which will preserve both the beauty and the property values of the town while providing a substantial economic return to Medfield."<sup>75</sup>

After 1970, many post-war trends continued.<sup>76</sup> Residential development, centered largely on single-family homes, has signaled the community's desirability as a place to live, with Medfield's accessibility to Boston likely contributing to its popularity.<sup>77</sup> Similarly, the IE district appears to have experienced heightened development during this period, with more than one third of its buildings constructed between 1971 and 1985.<sup>78</sup> During this stretch, in 1974, the section of Route 27 north of Medfield's Main Street was relocated to the town's western side, providing increased access to the IE district.<sup>79</sup> Still, insufficient vehicular access has been cited as an impediment to attracting new industry reliant on trucking to local industrial areas.<sup>80</sup> More broadly, throughout the 20<sup>th</sup> and early 21<sup>st</sup> centuries, Medfield has continued to support a community of artists, including musicians and performers.<sup>81</sup>

## Industrial-Extensive (IE) District: Existing Conditions

### General Character/Physical Conditions

The IE district spans 213 acres, 61.2 of which are wetlands.<sup>82</sup> As of 2022, the total area of existing building footprints was 491,849 square feet.<sup>83</sup> The IE district is characterized by a mix of scales and uses,

as well as significant areas of undeveloped land, particularly on the district's western side. The area contains large, multi-tenant commercial facilities, with an example of this type of facility located at 120 North Meadows Road containing both food and beverage and fitness and recreation businesses. It also includes standalone businesses on larger parcels, with an example of this type of use including a landscaping supply store business spanning a large swath of land between North Meadows Road and West Mill Street. The IE district also includes clusters of smaller-scale commercial facilities, such as the stretch of businesses on Adams Street directly east Medfield Junction, including an animal shelter, an electrical services business, and a roofing contractor. The district also includes residential uses - most notably, the Parc at Medfield Apartments, a 92-unit Chapter 40B housing development, located on Gatehouse Drive, off West Street.<sup>84</sup>

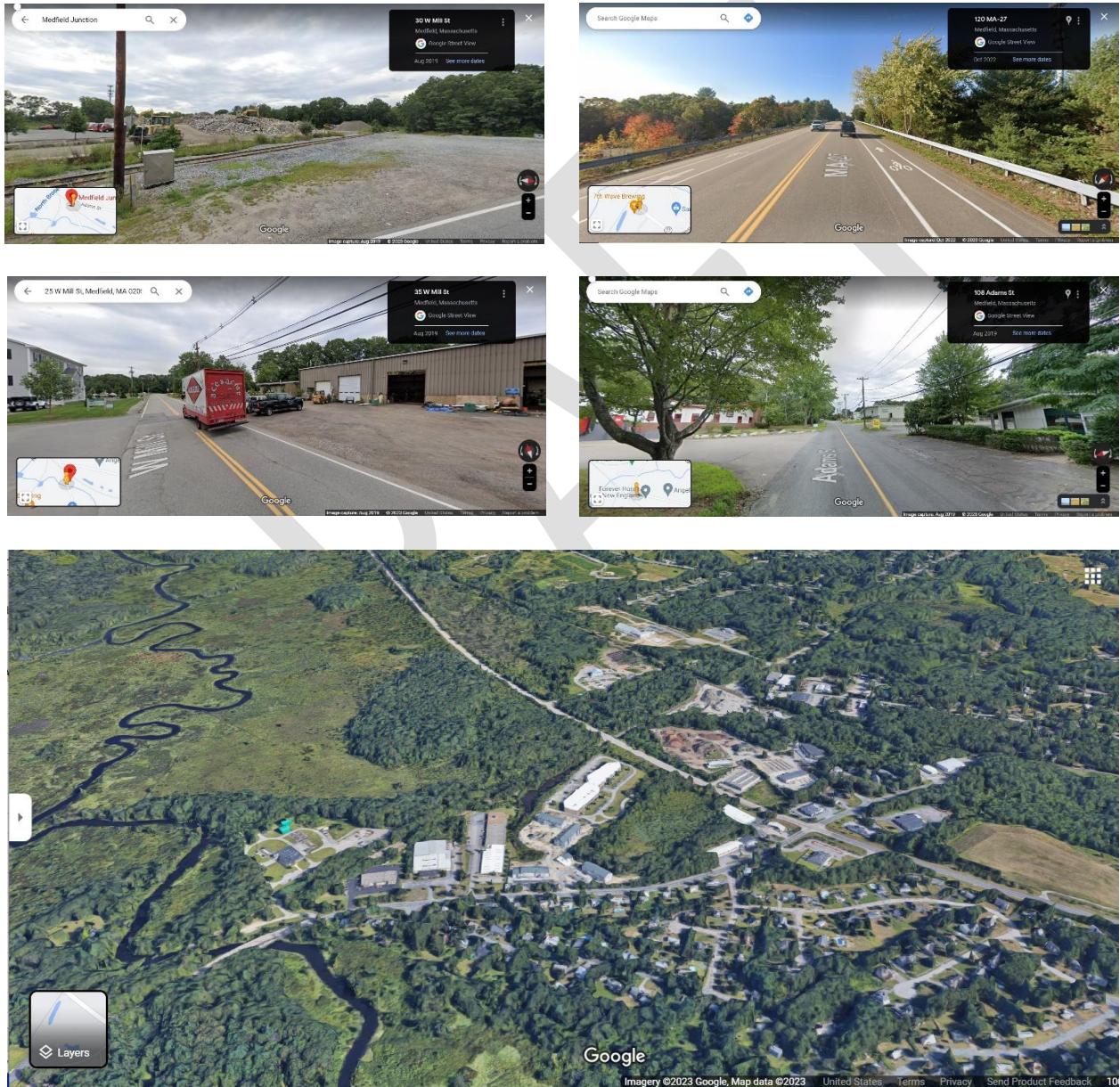


Figure 2. Medfield Industrial-Extensive (IE) District. Source: Google Street View, accessed 2023.

A 200-foot buffer surrounding the IE district captures its immediate context. Ringing the study area, the buffer area spans another 260 acres itself, 26.6 of which are wetlands.<sup>85</sup> As of 2022, the total area of

existing building footprints in this immediate context was 128,714 square feet.<sup>86</sup> These abutting parcels are more residential in nature than the IE district itself. This contrast is illustrated, for example, by the development patterns on either side of West Street, which falls between the IE district and the surrounding area: on the abutting parcels on one side of West Street, development patterns are marked by smaller-scale, predominantly residential buildings, with larger or non-residential uses concentrated on the IE district side of the street.



Figure 3. Medfield Industrial-Extensive (IE) District and Abutting Parcels. Source: Google Street View, accessed 2023.

## Land Use

As noted above, the IE district contains a mix of uses. In 2022, there were 43 parcels with IE zoning in Medfield.<sup>87</sup> The most common use category for IE-zoned parcels was industrial properties, warehouses, and utilities (44.2 percent), followed by tax exempt properties, such as public properties, charities, and local properties (34.9 percent).<sup>88</sup> Notably, the IE district contains also contains a 92-unit housing development.<sup>89</sup>

In 2022, IE district parcels had a total assessed value of approximately \$5,674,500.<sup>90</sup> The use with the greatest aggregate assessed value was industrial, at approximately \$24,417,800, comprising approximately 39.0 percent of the total assessed value of IE district parcels.<sup>91</sup> The use with the second greatest aggregate assessed value was tax exempt properties, followed by residential.<sup>92</sup>

These indicators signal that the IE district includes a large share of industrial uses but is not exclusively limited to this use type; it includes, instead, a mix of uses.

Use	Count	Share
Industrial	19	44.2%
Commercial, retail, entertainment, and office	4	9.3%
Residential	4	9.3%
Tax exempt, such as public properties, charities, and local properties	15	34.9%
Undevelopable land	1	2.3%

Agriculture and outdoor recreational activities	0	0.0%
<b>Total</b>	<b>43</b>	<b>100.0%</b>

Table 1. Parcels by Use in Industrial-Extensive (IE) District, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

There were 68 parcels that abutted the IE district, as defined by parcels that intersected with the 200-foot buffer surrounding the district's boundaries.<sup>93</sup> Among these parcels, the most common use was residential (58.8 percent), followed by tax-exempt properties (16.2 percent) and undeveloped land (13.2 percent).<sup>94</sup>

The total assessed value of abutting parcels was approximately \$35,697,700.<sup>95</sup> The use with the greatest aggregate assessed value was residential, at approximately \$5,515,800, comprising 74.5 percent of the total assessed value of abutting parcels.<sup>96</sup>

These indicators signal that the IE district's immediate surroundings are more residential than the IE district itself, with industrial uses making up less than 2 percent of abutting parcel uses.

Use	Count	Share
Industrial	1	1.5%
Commercial, retail, entertainment, and office	6	8.8%
Residential	40	58.8%
Tax exempt	11	16.2%
Undevelopable land	9	13.2%
Agriculture and outdoor recreational activities	1	1.5%
<b>Total</b>	<b>68</b>	<b>100.0%</b>

Table 2. Abutting Parcels by Use, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

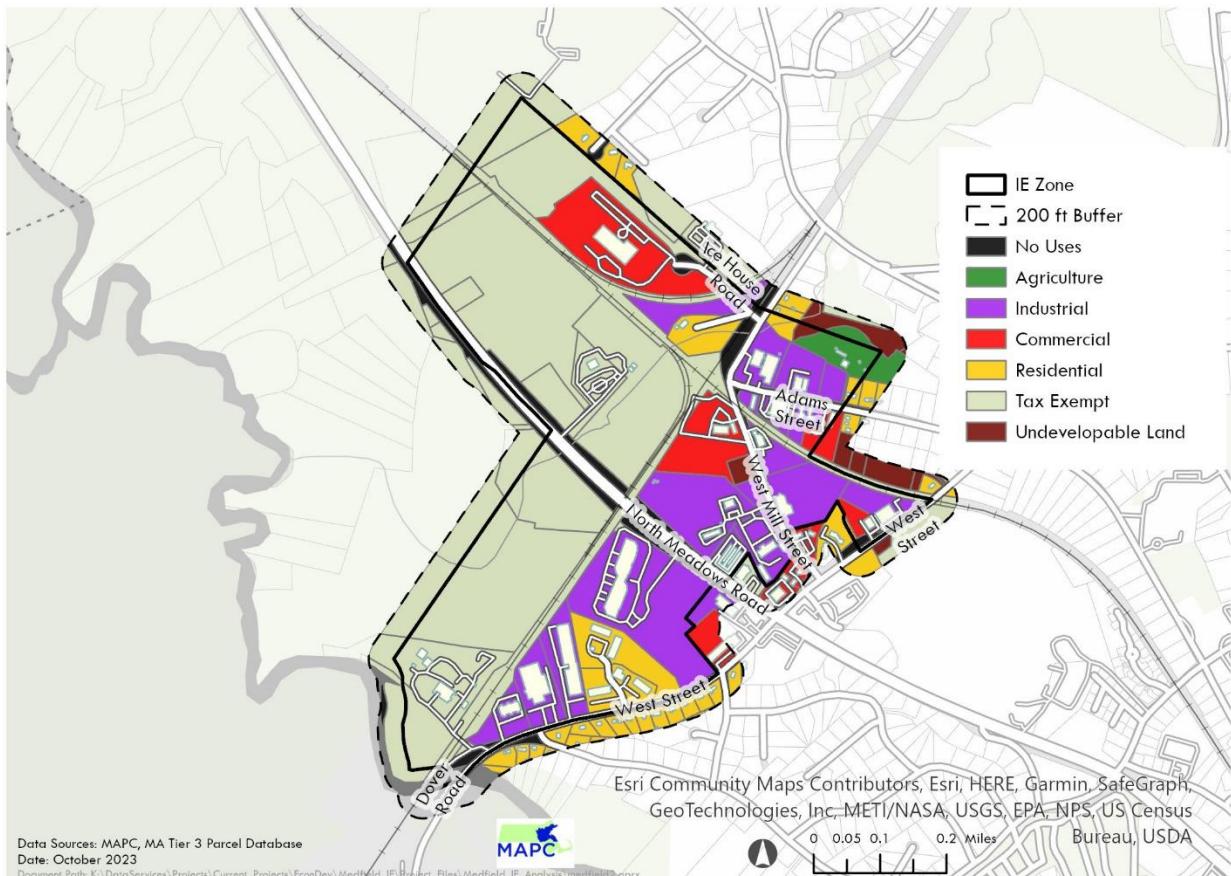


Figure 4. Parcels by Use, Industrial-Extensive (IE) District and Abutting Parcels. Source: The Metropolitan Area Planning Council (MAPC), 2023.

According to 2023 estimates, the IE district had an average rent per square foot of approximately \$17.27, roughly equivalent to the townwide average of \$17.21.<sup>97</sup> The property type with the highest rent per square foot was Office, at \$23.56, and the lowest was Flex, at \$12.03.<sup>98</sup> Abutting parcels had a 2022 average rent per square foot of \$18.66, slightly higher than the IE district's for the same time period.<sup>99</sup>

These and other rental rate indicators suggest that, overall, the IE district attracts lower rents than its immediate context, with its retail rents, in particular, lower than the surrounding properties' and the town's as a whole. However, industrial properties in the IE district appear to attract rents significantly higher than surrounding properties' and slightly higher than townwide rates.

In the region, more broadly, higher industrial rents can be driven by loss of industrial space without new construction, indicate strong demand and/or willingness to pay from industrial users, and, when extremely elevated, strain industrial firms, particularly smaller ones.<sup>100</sup>

Property Type	IE-Zoned Parcels	Abutting Parcels	Town of Medfield
Flex	\$12.03	\$12.16	\$12.09
Industrial	\$12.59	\$7.38	\$10.75
Office	\$23.56	\$21.88	\$23.24
Retail	\$20.89	\$33.20	\$22.75
Average	\$17.27	\$18.66	\$17.21

Table 3. Rents by Use in the Industrial-Extensive (IE) District, Abutting Parcels, and Town of Medfield. Costar, 2023, <https://www.costar.com/products/analytics>.

2023 estimates indicate Medfield had an average 6.1 percent vacancy rate across industrial, multi-family, office, and retail properties.<sup>101</sup> The property type with the highest vacancy rate was retail, at 13.8 percent, followed by office (4.0 percent), industrial (3.7 percent), and multi-family (2.8 percent).<sup>102</sup>

These indicators reflect a particularly high vacancy rate for retail properties, which aligns with the broader trend of oversupply of retail spaces in the region and countrywide.

## Building Density

A common indicator of building density is Floor Area Ratio (FAR), which represents the ratio of a property's total building area to its total land area. As an example, a FAR of 1.0 indicates an equal amount of building and land area, a FAR of more than 1.0 indicates a greater amount of building area (higher density), and a FAR of less than 1.0 indicates a greater amount of land area (lower density). Commercial and light industrial buildings may be given to lower FARs, as these types of facilities are often single-story structures with expansive building footprints.

The IE district zoning requirements include a maximum FAR of 0.50.<sup>103</sup> In 2022, there were an estimated 16 parcels with no building recorded among the IE-zoned parcels.<sup>104</sup> For the remaining 27 parcels, the median FAR was 0.17, with the greatest shares of buildings registering an FAR of either less than 0.1 or in the 0.1 to 0.25 category.<sup>105</sup>

FAR	Count	Share
0	16	37.2%
<0.1	9	20.9%
>=0.1, <0.25	9	20.9%
>=0.25, <0.45	5	11.6%
>0.45	4	9.3%
Total	43	100.0%

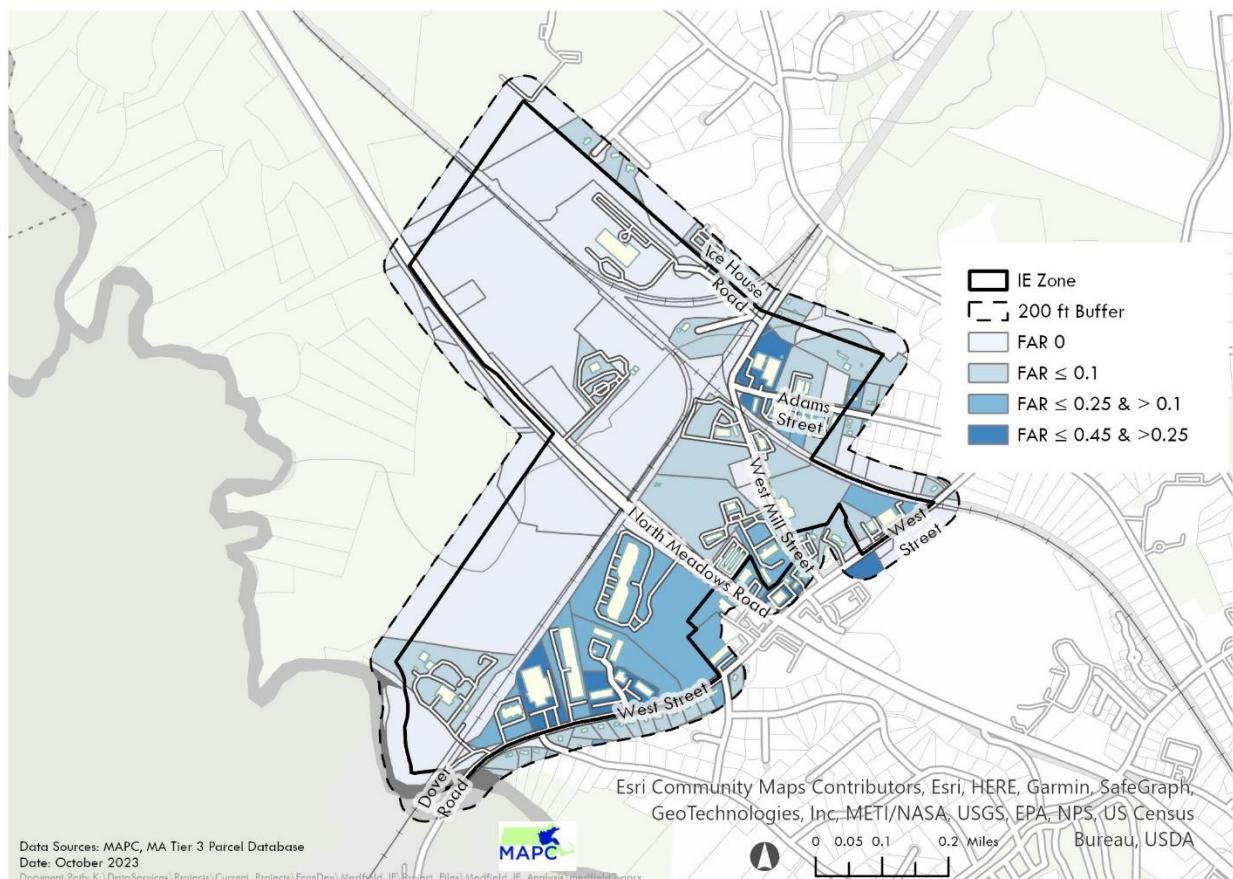
Table 4. Parcels by Floor Area Ratio (FAR) in Industrial-Extensive (IE) District, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

Among parcels abutting the IE district, there were an estimated 20 parcels with no buildings, and the median FAR for the remaining 48 abutting parcels was 0.12, with the greatest share of buildings registering an FAR of less than 0.1.<sup>106</sup>

FAR	Count	Share
0	20	29.4%
<0.1	21	30.9%
>=0.1, <0.25	10	14.7%
>=0.25, <0.45	4	5.9%
>0.45	13	19.1%
Total	68	100.0%

Table 5. Abutting Parcels by Floor Area Ratio (FAR), 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

These indicators signal that, broadly, the IE district has greater building density than its immediate context. However, the surrounding area has a greater concentration of parcels in the highest FAR category, indicating there may be outliers from this broader trend.



**Figure 3. Parcels by Floor Area Ratio (FAR), Industrial-Extensive (IE) District and Abutting Parcels, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.**

## Year Built

Data related to the year of construction for existing buildings in the IE district provides insight into the history of the area, including potential periods of concentrated development.

As of 2022, the greatest share of buildings on IE-zoned parcels was constructed between 1971 and 1985, with more than one third of buildings constructed during this period.<sup>107</sup>

This concentration suggests heightened development activity during this time period, which also includes the 1974 relocation of the section of Route 27 north of Medfield's Main Street to the town's western side.<sup>108</sup>

Year Built	Count	Share
No data	14	32.6%
Pre-1960	3	7.0%
1961-1970	4	9.3%

1971-1985	15	34.9%
1986-2008	3	7.0%
2009-2021	4	9.3%
<b>Total</b>	<b>43</b>	<b>100%</b>

*Table 6. Parcels by Building Year Built in Industrial-Extensive (IE) District, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.*

Among parcels abutting the IE district, the greatest share of buildings was constructed between 1971 and 1985, with nearly half constructed during this period, a greater share than buildings on IE-zoned parcels.<sup>109</sup>

This suggests that the IE district and its immediate context likely experienced heightened development activity during the same time period, in the 1970s and/or early 1980s. It also reveals a slightly higher rate of recent development activity in the IE district than among abutting parcels.

Year Built	Count	Share
No data	20	30.3%
Pre-1960	4	6.1%
1961-1970	6	9.1%
1971-1985	31	47.0%
1986-2008	5	7.6%
2009-2021	1	1.5%
<b>Total</b>	<b>66</b>	<b>100%</b>

*Table 7. Abutting Parcels by Building Year Built, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.*

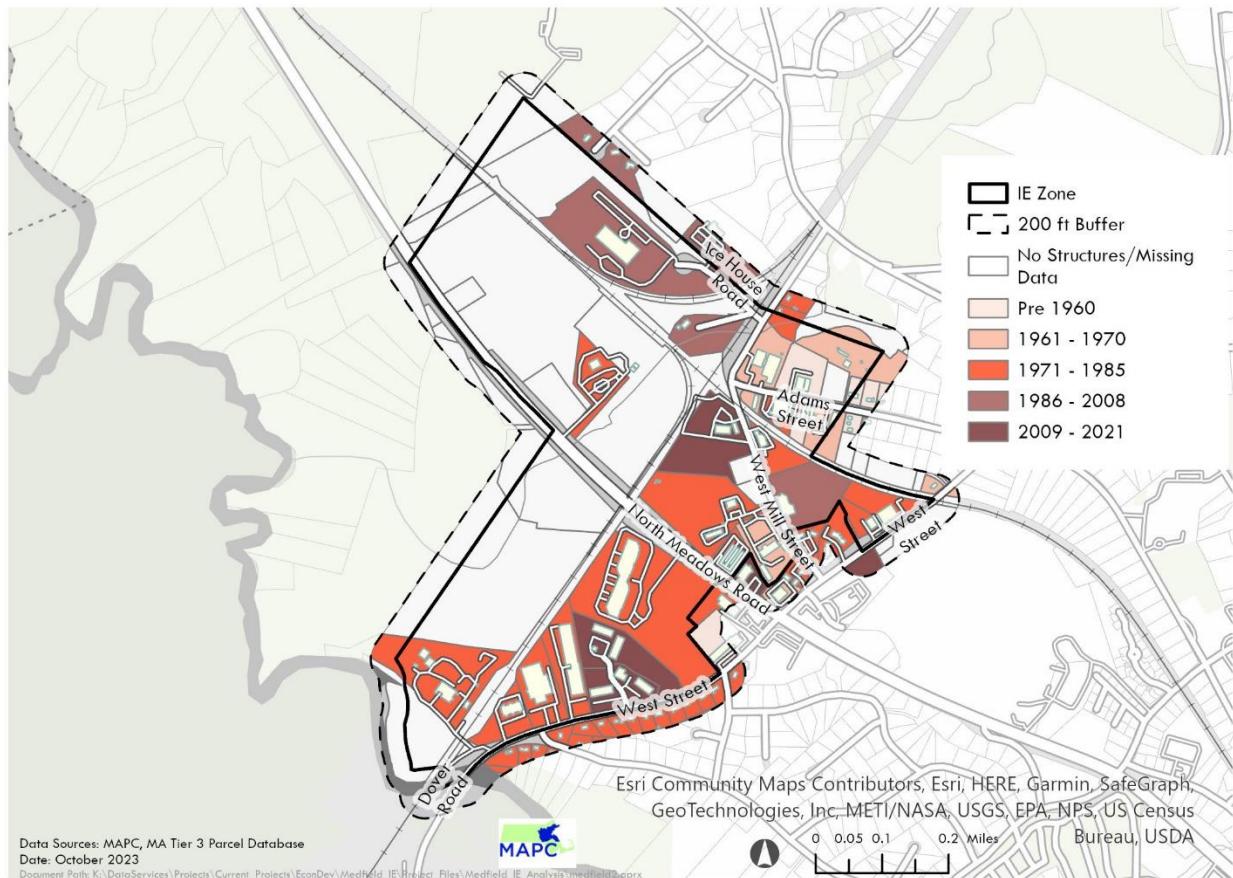


Figure 4. Parcels by Building Year Built, Industrial-Extensive (IE) District and Abutting Parcels, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

## Owner-Occupied

A comparison between a property's mailing address and its owner's mailing address can provide one indication of whether a property is owner-occupied, or even locally owned. Conducting such a comparison for properties within a district can provide a simple snapshot of the prevalence of owner-occupied parcels and/or local ownership; it does not produce an exact, comprehensive inventory of owner-occupied or locally owned properties.

In 2022, there were zero IE-zoned properties with matching property and owner mailing addresses, suggesting that none were owner-occupied, though this is not a definitive assessment.<sup>110</sup> The greatest share of IE-zoned parcels was owned by owners with addresses in Medfield (60.5 percent), followed by owners with addresses elsewhere in Massachusetts (37.2 percent).<sup>111</sup>

Owner Mailing Address	Count	Share
Town of Medfield	26	60.5%
Elsewhere in Massachusetts	16	37.2%
Outside of Massachusetts	1	2.3%
Total	43	100%

Table 8. Parcels by Owner Mailing Address in Industrial-Extensive (IE) District, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

Among abutting parcels, there were 17 parcels with matching property and owner mailing addresses, suggesting that approximately 25.0 percent of properties were owner-occupied.<sup>112</sup> The greatest share of abutting parcels was owned by owners with addresses in Medfield (85.3 percent), followed by owners with addresses elsewhere in Massachusetts (13.2 percent).<sup>113</sup>

Owner Mailing Address	Count	Share
Town of Medfield	58	85.3%
Elsewhere in Massachusetts	9	13.2%
Outside of Massachusetts	1	1.5%
Total	68	100%

Table 9. Abutting Parcels by Owner Mailing Address, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

These indicators signal that the IE district may be majority locally-owned. However, the district appears to have a lower rate of local ownership and owner-occupied buildings than its immediate context.

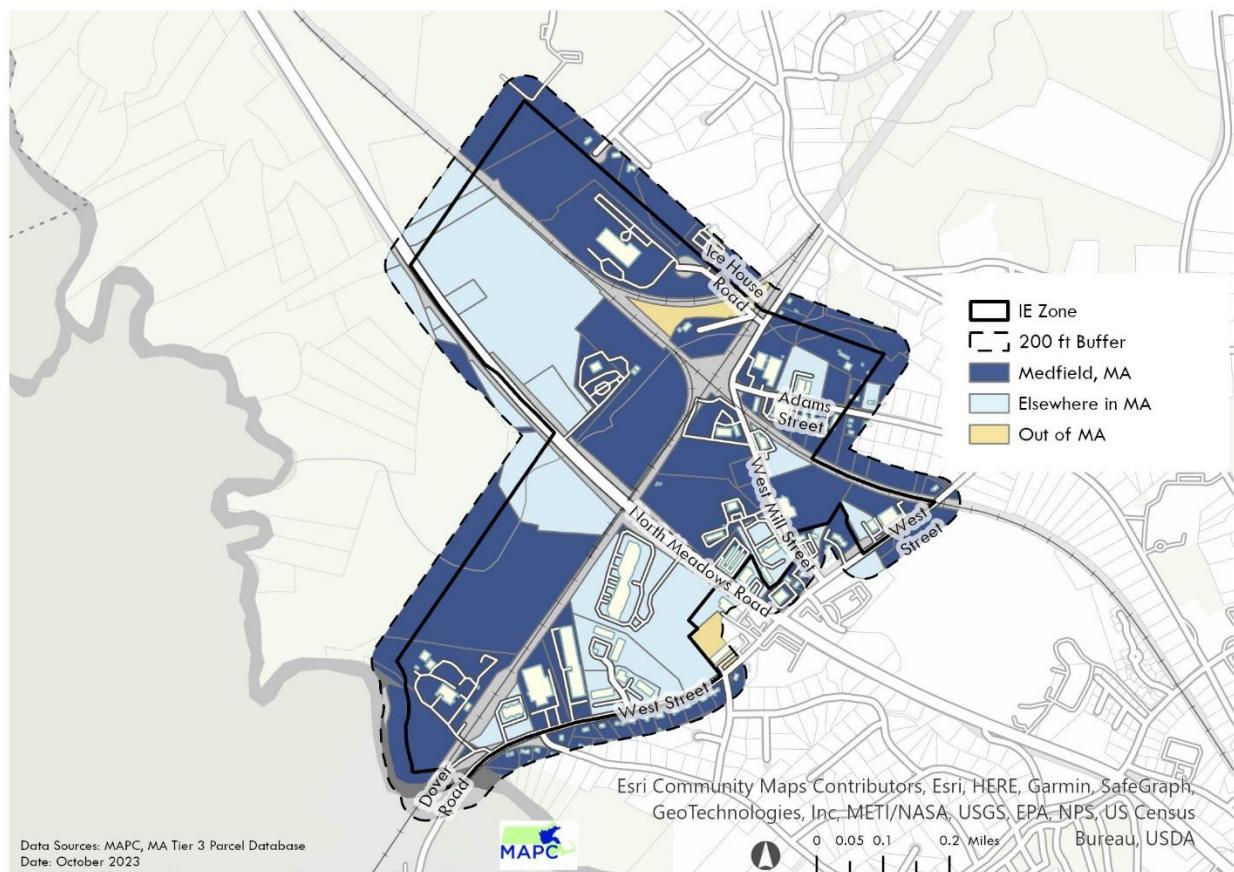


Figure 5. Parcels by Owner Location, Industrial-Extensive (IE) District and Abutting Parcels, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

## Building to Land Value

A comparison between a property's building value and land value can indicate the degree of investment in an area; this supports a quick snapshot of the scale of the potential for development moving forward (not an exact prediction of which properties may be subject to change). A property with greater land than building value may be a more likely candidate for future investment than one with greater building value.

In 2022, a slightly greater share of IE-zoned parcels had building values higher than land values (51.2 percent).<sup>114</sup> These parcels may be less likely to change in the near term, while the parcels with land values higher than building values (48.8 percent) may be more likely candidates for future investment.

Ratio Category	Count	Share
Land value higher than building value	21	48.8%
Building value higher than land value	22	51.2%
Total	43	100.0%

*Table 10. Parcels by Building to Land Value Ratio in Industrial-Extensive (IE) District, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.*

Among abutting parcels, a significantly higher share had building values higher than their land values (80.9 percent), with one parcel reflecting equal building and land values.<sup>115</sup>

Ratio Category	Count	Share
Land value higher than building value	12	17.6%
Building value higher than land value	55	80.9%
Building and land values equal	1	1.5%
Total	68	100.0%

*Table 12. Abutting Parcels by Building to Land Value Ratio, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.*

These indicators signal that the IE district has a nearly equal share of parcels that are likely and less likely candidates for future investment. Compared to its immediate context, however, the district has a greater share of parcels that are likely candidates for future investment.

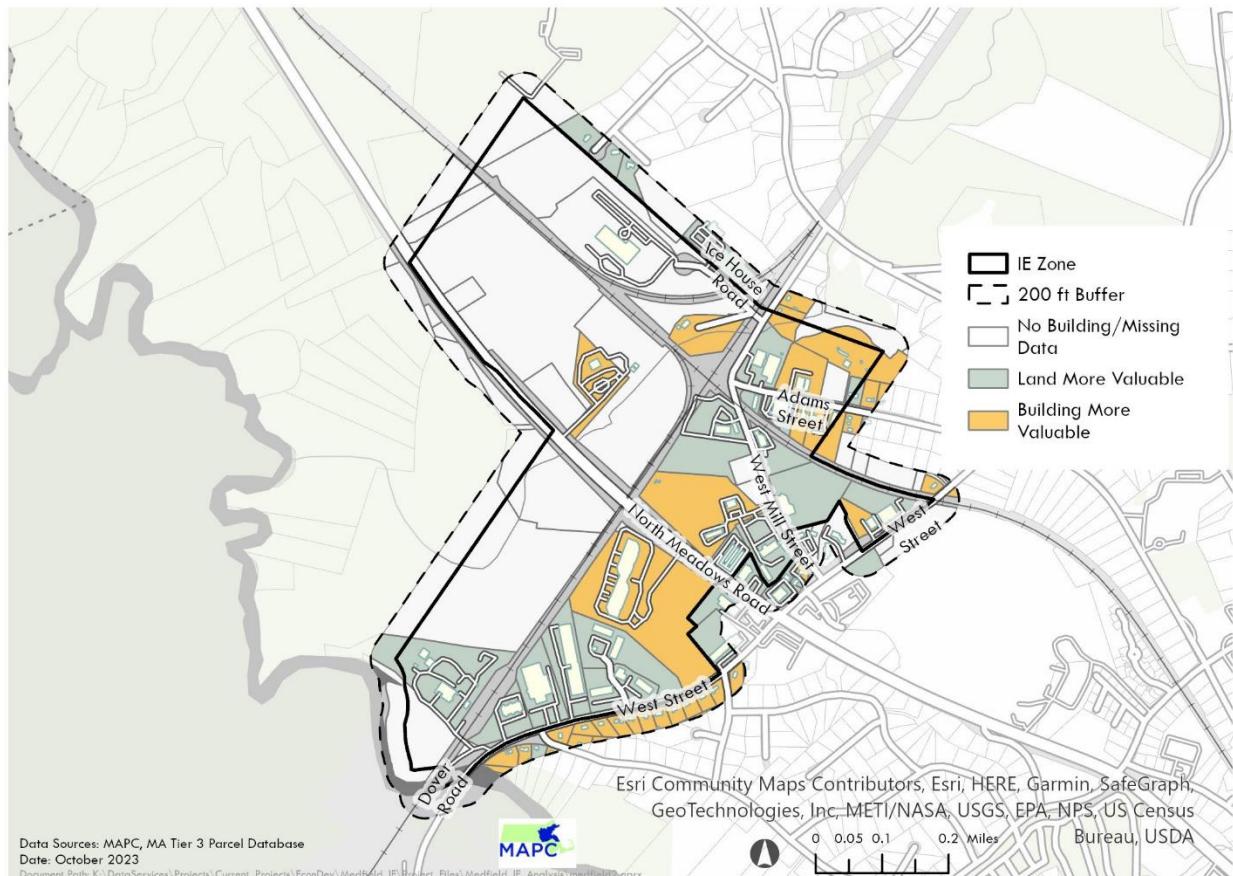


Figure 6. Parcels by Building to Land Value Ratio, Industrial-Extensive (IE) District and Abutting Parcels, 2022. Source: Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

## Business Composition

While an overview of the land uses in the IE district provides an initial indication of the scale and broad categories of economic activity in the district, a closer look at the area's business composition lends added detail to an understanding of its firms and employment. This includes indications of which sectors may be particularly concentrated in the IE district, as compared to the Town of Medfield as a whole, and which may be less prevalent in comparison to the community's broader business mix.<sup>1</sup>

In terms of establishments, according to 2023 estimates, there were approximately 69 firms in the IE district, representing twenty different industries.<sup>116</sup> The industries with the greatest number of firms were Construction, Miscellaneous, Wholesale Trade, Retail Trade, and Professional, Scientific, and Technical Services.<sup>117</sup>

Compared to the Town of Medfield as a whole, the industries that were most salient in the IE district were Construction, Wholesale Trade, and Manufacturing (NAICS Code: 33)<sup>2</sup>. The industries that were the least

<sup>1</sup> Business composition data includes establishments located within the Industrial-Extensive (IE) District boundaries, not establishments located on IE-zoned parcels, which may or may not be fully contained within the district.

<sup>2</sup> Manufacturing (33) relates to Finished Product Manufacturing. Library of Congress, "North American Industrial Classification System (NAICS)," 2022, <https://guides.loc.gov/industry-research/classification-naics>.

represented were Miscellaneous, Health Care and Social Assistance, and Professional, Scientific, and Technical Services.

Among parcels abutting the IE district, there were approximately 38 firms, with Health Care and Social Assistance and Administrative and Support and Waste Management and Remediation Services representing the greatest share.<sup>118</sup>

NAICS Code	NAICS Description <sup>119</sup>	Number of Firms					
		Industrial-Extensive (IE) District		Abutting Parcels		Town of Medfield	
		Count	Share	Count	Share	Count	Share
11	Agriculture, Forestry, Fishing and Hunting	1	1.4%	0	0.0%	6	0.6%
21	Mining, Quarrying, and Oil and Gas Extraction	1	1.4%	0	0.0%	2	0.2%
22	Utilities	0	0.0%	0	0.0%	2	0.2%
23	Construction	11	15.9%	1	2.6%	60	6.4%
31	Manufacturing (Food and Textiles)	1	1.4%	1	2.6%	6	0.6%
32	Manufacturing (Materials)	1	1.4%	0	0.0%	5	0.5%
33	Manufacturing (Finished Product)	4	5.8%	0	0.0%	5	0.5%
42	Wholesale Trade	5	7.2%	3	7.9%	15	1.6%
44	Retail Trade	5	7.2%	1	2.6%	27	2.9%
45	Retail Trade	1	1.4%	1	2.6%	25	2.6%
48	Transportation and Warehousing (Transportation)	1	1.4%	0	0.0%	5	0.5%
49	Transportation and Warehousing (Delivery, Storage, and Warehousing)	0	0.0%	0	0.0%	1	0.1%
51	Information	3	4.3%	2	5.3%	14	1.5%
52	Finance and Insurance	0	0.0%	2	5.3%	45	4.8%
53	Real Estate and Rental and Leasing	3	4.3%	1	2.6%	43	4.6%
54	Professional, Scientific, and Technical Services	5	7.2%	3	7.9%	119	12.6%
55	Management of Companies and Enterprises	0	0.0%	0	0.0%	3	0.3%
56	Administrative and Support and Waste Management and Remediation Services	4	5.8%	5	13.2%	45	4.8%
61	Educational Services	2	2.9%	3	7.9%	29	3.1%
62	Health Care and Social Assistance	4	5.8%	9	23.7%	120	12.7%
71	Arts, Entertainment, and Recreation	4	5.8%	0	0.0%	13	1.4%

72	Accommodation and Food Services	1	1.4%	0	0.0%	34	3.6%
81	Other Services (except Public Administration)	3	4.3%	2	5.3%	76	8.1%
92	Public Administration	0	0.0%	1	2.6%	21	2.2%
99	Miscellaneous	9	13.0%	3	7.9%	223	23.6%
	Total	69	100.0%	38	100.0%	944	100.0%

Table 13. Firms by Sector in Industrial-Extensive (IE) District and among Abutting Parcels, 2022. Source: Infogroup, Employment and Business Data, April 2023, <https://www.data-axle.com/>.

In terms of employment, according to 2023 estimates, the IE district contained 564 jobs across eighteen industries.<sup>120</sup> The largest industries, by employment, were Arts, Entertainment, and Recreation; Health Care and Social Assistance; Construction; Professional, Scientific, and Technical Services; and Administrative and Support and Waste Management and Remediation Services.

Compared to the Town of Medfield as a whole, the industries that were most prevalent in the IE district were Arts, Entertainment, and Recreation; Construction; and Manufacturing (33). The industries that were least represented were Educational Services, Accommodation and Food Services, and Other Services (except Public Administration).

Among abutting parcels, there were approximately 284 jobs, with the largest industries, by employment, including Professional, Scientific, and Technical Services; Administrative and Support and Waste Management and Remediation Services; and Health Care and Social Assistance.<sup>121</sup>

NAICS Code	NAICS Description	Employment					
		Industrial-Extensive (IE) District		Abutting Parcels		Town of Medfield	
		Count	Share	Count	Share	Count	Share
11	Agriculture, Forestry, Fishing and Hunting	5	0.9%	0	0.0%	19	0.4%
21	Mining, Quarrying, and Oil and Gas Extraction	21	3.7%	0	0.0%	42	0.8%
22	Utilities	0	0.0%	0	0.0%	16	0.3%
23	Construction	72	12.7%	3	1.1%	313	6.3%
31	Manufacturing	4	0.7%	4	1.4%	19	0.4%
32	Manufacturing	3	0.5%	0	0.0%	16	0.3%
33	Manufacturing	39	6.9%	0	0.0%	40	0.8%
42	Wholesale Trade	15	2.7%	33	11.6%	183	3.7%
44	Retail Trade	25	4.4%	9	3.2%	430	8.7%
45	Retail Trade	0	0.0%	0	0.0%	112	2.3%
48	Transportation and Warehousing	10	1.8%	0	0.0%	22	0.4%
49	Transportation and Warehousing	0	0.0%	0	0.0%	25	0.5%
51	Information	20	3.5%	11	3.9%	93	1.9%
52	Finance and Insurance	0	0.0%	6	2.1%	140	2.8%
53	Real Estate and Rental and Leasing	17	3.0%	22	7.7%	195	3.9%

54	Professional, Scientific, and Technical Services	68	12.0%	85	29.9%	512	10.3%
55	Management of Companies and Enterprises	0	0.0%	0	0.0%	10	0.2%
56	Administrative and Support and Waste Management and Remediation Services	47	8.3%	42	14.8%	237	4.8%
61	Educational Services	4	0.7%	18	6.3%	605	12.2%
62	Health Care and Social Assistance	75	13.3%	36	12.7%	704	14.2%
71	Arts, Entertainment, and Recreation	118	20.8%	0	0.0%	144	2.9%
72	Accommodation and Food Services	0	0.0%	0	0.0%	336	6.8%
81	Other Services (except Public Administration)	14	2.5%	12	4.2%	405	8.2%
92	Public Administration	0	0.0%	3	1.1%	246	5.0%
99	Miscellaneous	9	1.6%	0	0.0%	101	2.0%
	Total	566	100.0 %	284	100.0 %	4,965	100.0 %

Table 14. Employment by Sector in Industrial-Extensive (IE) District and among Abutting Parcels, 2022. Source: Infogroup, Employment and Business Data, April 2023, <https://www.data-oxle.com/>.

These indicators signal the significance of the IE district's contributions to Medfield's economy, including in the form of businesses and jobs. They also signal comparative concentrations within the district's economic activity: in Construction, Wholesale Trade, and Manufacturing for businesses, and in Arts, Entertainment, and Recreation; Construction; and Manufacturing for employment.

Notably, these two indicators of economic activity – number of businesses and number of jobs – reflect, in some cases, related trends and, in others, divergence. The sectors with the most establishments are not, in all cases, the ones with the most jobs; the Arts, Entertainment, and Recreation sector, for example, ranks among those with the greatest employment in the IE district, but not among those with the greatest number of establishments. This discrepancy may reflect a trend of comparatively larger establishment sizes (i.e., more employees per business) in this sector.

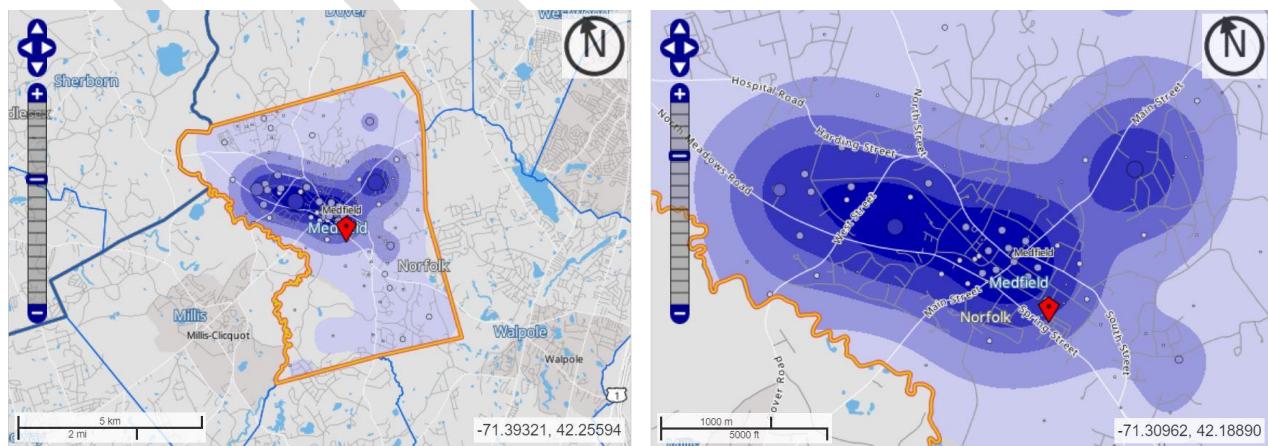


Figure 9. Employment Clusters in the Town of Medfield. Source: U.S. Census Bureau, On the Map, Counts and Density of All Jobs in Work Selection Area in 2020, accessed 2023. The darker shade indicates a greater concentration of jobs.

The IE district contributes to Medfield's greatest concentration of employment, which spans downtown Medfield and a stretch of Main Street to its east.<sup>122</sup> Within the IE district, employment clusters include multiple mid-sized clusters of employment, primarily centered on the intersection of Adams Street and West Mill Street.

These indicators likely signal concentrations of economic activity, including the flow of business customers or employees within the IE district, as well as potential opportunities for greater connectivity among key destinations.

Among the five largest industries by employment in the IE district, three had higher average weekly wages in Norfolk County than the combined average across all industries (\$1,335).<sup>123</sup> The industry with the highest average weekly wages was Professional and Technical Services, and the industry with the lowest average weekly wages was Health Care and Social Assistance.<sup>124</sup>

NAICS Code	Industry	Average Weekly Wages
71	Arts, Entertainment, and Recreation	\$1,745
62	Health Care and Social Assistance	\$1,230
23	Construction	\$2,077
54	Professional and Technical Services	\$3,676
56	Administrative and Waste Services	\$1,362
-	Average	\$2,018

Table 15. Wages for Largest Industries by Employment in the Industrial-Extensive (IE) District. Source: MA Department of Economic Research, Executive Office of Labor and Workforce Development, Employment and Wages (ES-202) data for Norfolk County, fourth quarter, 2022, all ownership types, <https://lmi.dua.eol.mass.gov/lmi/employmentandwages#>.

Among the five largest industries by employment in the Town of Medfield as a whole, only one had higher average weekly wages in Norfolk County than the combined average across all industries.<sup>125</sup> The industry with the highest average weekly wages was Professional and Technical Services, and the industry with the lowest average weekly wages was Accommodation and Food Services.<sup>126</sup>

NAICS Code	Industry	Average Weekly Wages
61	Educational Services	\$1,159
62	Health Care and Social Assistance	\$907
72	Accommodation and Food Services	\$587
44	Retail Trade	\$726
54	Professional and Technical Services	\$3,017
-	Average	\$1,279

Table 15. Wages for Largest Industries by Employment in the Town of Medfield. Source: MA Department of Economic Research, Executive Office of Labor and Workforce Development, Employment and Wages (ES-202) data for Norfolk County, fourth quarter, 2022, all ownership types, <https://lmi.dua.eol.mass.gov/lmi/employmentandwages#>.

These indicators signal that the IE district is a hub for high-paying jobs, in comparison to Medfield more broadly. The mean average weekly wages of the five largest industries by employment in the IE district is significantly higher than the same for the town as whole, with a mean of \$2,018 for the IE district, compared to a mean of \$1,279 for the town.<sup>127</sup>

## Stakeholder Interviews

The project team conducted interviews with key stakeholders knowledgeable about IE district uses and conditions, such as business owners and/or property owners and real estate professionals. Interviews

addressed themes including the advantages or disadvantages of conducting business in the IE district, potential physical or programmatic improvements, and broader commercial and/or industrial real estate trends in the Metro West region. Key takeaways from these interviews provide an initial indication of the area's potential strengths, challenges, and opportunities.

IE district advantages cited by interviewees include: 1) availability of large facilities attractive to expanding businesses or businesses whose operations require more square footage; 2) accessibility for customers traveling to IE district businesses, with less traffic than downtown Medfield, parking amenities, and positioning that opens businesses up to customers from other communities in the region; 3) accessibility to customers located throughout the region for IE district businesses, with businesses able to travel to multiple communities without going through downtown Medfield; 4) for select businesses, low density and low traffic conditions that allow for outdoor recreational activities; 5) lower rental rates than downtown Medfield; and 6) the IE district business community, with interviewees referencing IE businesses frequenting and supporting each other.

IE district disadvantages cited by interviewees include: 1) limited visibility for businesses, particularly in comparison to establishments located on a Main Street or in a downtown area in the region; 2) limited accessibility and/or appeal to cyclists and pedestrians, with a lack of infrastructure supporting these users; and 3) less competitive highway access, with businesses providing services throughout the region potentially preferring spaces with greater proximity to the highway.

Potential physical or programmatic improvements cited by interviewees include: 1) better connection to bike and pedestrian infrastructure, such as through the extension of existing sidewalk networks or paths; 2) signage to raise awareness of IE district businesses, such as a large-scale map of businesses visible to existing pedestrian traffic; 3) greater delineation between commercial truck traffic and residential uses; and 4) improved overall appearance of the district and its businesses.

Broader commercial and/or industrial trends in the MetroWest region signal an unmet demand for small-scale industrial spaces. Small businesses requiring space for storing vehicles and/or equipment, for example, or for conducting repairs or select office activities struggle to find right-sized facilities, with industrial zones often encouraging larger, more expensive facilities. These small-scale businesses may include those that had previously operated out of a business owner's home, with expanding operations or an uptick in vehicles, for example, no longer suited to a residential neighborhood.

## Current Zoning

### Overview of Districts

The IE district is one of eight districts outlined in the Medfield zoning bylaw, with the seven others including: Agricultural (A), Residential Estate (RE), Residential Town (RT), Residential Suburban (RS), Residential Urban (RU), Business (B), and Business-Industrial (BI).<sup>128</sup> The Town also has three overlay districts: Watershed Protection (WP), Floodplain (FP), and Aquifer Protection (AQ).<sup>129</sup>

### Industrial-Extensive (IE) District Summary of Uses

The following uses are currently permitted by right in the IE district:<sup>130</sup>

#### Residential

- Wall, fence, hedge or similar enclosure (six-foot maximum height)

- Storage only of a camper, trailer, house trailer or boat within the zoning district setbacks

*Public, Semi-Public/Institutional*

- Library, museum, or nonprofit art gallery

*Agricultural*

- Agriculture, horticulture and floriculture, not including a greenhouse or stand for retail sale
- Growing of crops and conservation of water plants and wildlife
- Noncommercial forestry and growing of all vegetation

*Commercial Business*

- Sales by vending machines
- Parking of commercial vehicles of greater than GVW of 10,000 pounds

*Wholesale and Manufacturing*

- Parking of commercial vehicles of greater than GVW of 10,000 pounds

The following uses may be permitted in the IE district by a special permit from the Board of Appeals:<sup>131</sup>

*Residential*

- Trailers
- Travel trailers or mobile homes

*Public, Semi-Public/Institutional*

- Camp
- Town cemetery, including any crematory
- Historical association or society
- Hospital, convalescent, nursing home, hospice, continuing care, or assisted living facility
- Veterinary hospital in which all animals are in completely enclosed structures at least 200 feet from any property line
- Licensed day-care facility for the daycare of six or fewer children

*Agricultural*

- Commercial stables and/or boarding of animals

*Commercial Business:*

- Establishments primarily selling food and drink for home preparation and consumption or for on-premises consumption (neither drive-throughs nor takeout windows are permitted in connection with this use)
- Establishments selling new automobiles or new and used automobiles and trucks, new automobile tires and other accessories, aircraft, boats, motorcycles and household trailers
- Hotels and motels
- Tattoo parlors/body piercing/fortune teller establishments
- Hospice or nursing homes, convalescent and assisted-living facilities and medical and dental offices
- Medical marijuana dispensary (as defined by MGL)
- Automotive repair, automobile services and garages (not including a junkyard or automotive graveyard)
- Indoor motion-picture establishment
- Amusement and recreation services

- Helicopter landing area
- Small engine repair (lawnmowers, etc.)
- Commercial or membership recreational (athletic, health, tennis, and/or swimming) facility

*Wholesale and Manufacturing*

- Storage of construction supplies and construction equipment
- Manufacturing/Fabrication
- Research and development
- Recycling facility

**The following uses are permitted by right in the IE district but require site plan approval from the Planning Board:**<sup>132</sup>

*Public, Semi-Public/Institutional*

- Church or other religious use
- Public or nonprofit educational uses
- Community facility for the distribution of food and necessities
- Nonprofit recreational facility, such as a YMCA, not including a membership club
- Municipal Use

*Agricultural*

- Greenhouse or farm stand for wholesale and retail sale of agricultural and farm products or products related to greenhouse business, such as peat or insecticides

*Commercial Business*

- Retail stores, including hardware, markets and similar stores, whose sale is not otherwise regulated in this use table
- Food trucks/mobile food vendors
- Personal service establishments such as salons, grooming, personal care, and similar services
- Funeral home or mortuary establishment
- Miscellaneous business offices and services (excluding pawn brokering)
- Miscellaneous repair service such as home electronics equipment, appliance and furniture repair

*Wholesale and Manufacturing*

- Trucking service and warehousing
- Printing and publishing
- Wholesale trade

**The following uses are not permitted in the IE district:**<sup>133</sup>

*Residential*

- One-family dwelling
- Accessory dwelling unit in single- family dwelling
- Two-family dwelling
- Family apartment
- Conversion of one-family dwelling to two-family dwelling or a new two- family dwelling (lot coverage is < 15%)
- Conversion of one-family dwelling to two-family dwelling or a new two- family dwelling (lot coverage is ≥ 15%)

- Alteration of two- or multi-family dwelling
- Multi-family dwelling, including public housing for the elderly
- Multi-family dwelling, including public housing for the elderly in the USSOD
- Open space residential development
- Accessory building or structure such as tool shed, boat house, shelter for domestic pets, private greenhouse, private swimming pool and private detached garage for up to three noncommercial vehicles

*Public, Semi-Public/Institutional*

- Recreational activities<sup>3</sup>

*Agricultural*

- Raising livestock, including horses, and the keeping of poultry, cattle or other domesticated animals used for food purposes, and bees

*Commercial/Business*

- Trailer camp
- Lodging house
- Non-medical marijuana establishments<sup>134</sup>
- Adult-only retail tobacco and/or vape store
- Membership club<sup>4</sup>
- Home occupation
- Motor vehicle filling station
- Automotive graveyard or other junkyard
- Outdoor motion-picture establishment
- Airfield or landing area for fixed-wing aircraft
- Commercial parking lot or structure
- Planned business development
- Community residences for rehabilitation of mentally and physically handicapped
- Bed-and-breakfast

*Wholesale and Manufacturing*

- Mining and quarrying
- Low-level radioactive waste disposal facility

The following uses are regulated under another bylaw section:<sup>135</sup>

*Residential*

- Temporary storage containers (§ 300-5.3K)

*Public, Semi-Public/Institutional*

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<sup>3</sup> The term, “Recreational Activities,” is not included in the zoning bylaw’s list of definitions. The term “Recreational Structures,” however, is defined as, “Swimming pools, tennis courts, basketball courts, or similar type residential accessory structures together with any fencing.” Source: Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 2: Definitions, <https://ecode360.com/27374017#27374017>.

<sup>4</sup> “Membership Club” is defined as, “A nonprofit social, sports or fraternal association or organization maintaining a building or facilities which are used exclusively by members and their guests and which may or may not contain bar facilities.” Source: Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 2: Definitions, <https://ecode360.com/27374017#27374017>.

- Licensed day-care facility for the day care of more than six children (§ 300- 5.3I)

*Commercial/Business*

- Commercial communications and television towers (§ 300-17)
- Personal wireless communications facilities (§ 300-17)
- Adult uses (§ 300-18)
- Solar energy systems (§ 300-19, PVOD)

*Wholesale and Manufacturing*

- Earth removal, transfer or storage (§ 300-12)

## Industrial-Extensive (IE) District Dimensional Requirements

The current zoning bylaw's Table of Area Regulations provides the following minimum requirements for the IE district.<sup>136</sup> For lots, a minimum area of 40,000 square feet, frontage of 200 feet, width of 200 feet, and depth of 200 feet is required. For yards, a minimum front setback of 25 feet, side setback of 25 feet, and rear setback of 25 feet is required. The bylaw's Table of Height and Bulk Regulations include the following requirements for the IE district.<sup>137</sup> The maximum building height is 35 feet. The permitted building height is 2 stories. The maximum FAR, including accessory buildings, is 0.50. The maximum lot coverage is 90%.

## Parking Requirements<sup>5</sup>

The current zoning bylaw provides off-street parking requirements by use.<sup>138</sup> Select examples of off-street parking requirements include: 1 per each 120 square feet of floor space open to the public, plus 1 for each 2 employees, for retail, service, finance, insurance, or real estate establishments; 1 per each 500 square feet of floor space for wholesale establishments; 1 per each 1,000 square feet of floor space for manufacturing or industrial establishments; 1 for each 4 seats or each 8 feet of bench therein, to be based on the maximum seating capacity, for auditoriums, gymnasiums, stadiums, theaters, churches or other places of assemblage; 1 per 300 square feet or fraction thereof of space, plus space for spectators as required in auditorium, gymnasium, etc., above for community facilities (Town building, recreation, etc.) or public utility establishments; 1 for each 3 seats or stools, plus 1 for each 2 employees, plus 4 for each two linear feet of "takeout service" counter for restaurants, night clubs or eating places; 1 for each full-time employee and each full-time position shared by part-time employees, plus 1 for each 300 square feet of classroom space, for day-care facilities for children.

## Sign Requirements<sup>6</sup>

Medfield's zoning bylaw divides the town into three sign districts, in alignment with zoning classifications: business districts, the IE district, and residential (all other areas of town).<sup>139</sup> The Zoning Enforcement Officer and/or Building Inspector administers the sign requirements; permit applications must be submitted for all signs, excluding noncommercial signs under a certain size, required signs, and temporary signs identified in the bylaw.<sup>140</sup> A sign advisory board reviews and recommends action on sign permit applications, periodically reviews the sign bylaw, provides assistance and advice to sign permit applicants, and notifies

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<sup>5</sup> The following is a summary of key elements; more information can be accessed via Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 8: Off-Street Parking and Loading Regulations, <https://ecode360.com/27374248#27374248>.

<sup>6</sup> The following is a summary of key elements; a complete description of sign requirements can be accessed via Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 13: Sign Bylaw, <https://ecode360.com/27374439#27374439>.

the Zoning Enforcement Officer of sign bylaw violations.<sup>141</sup> Owners of signs violating the bylaw are subject to a fine of \$25 per day.<sup>142</sup>

Prohibited signs and signing limitations include: prohibition of off-premises signs;<sup>7</sup> stipulation that “no sign or light shall move, flash, or make noise;” prohibition of “any imitation of official traffic signs or signals;” in residential areas, prohibition of “colored lights for sign or building illumination;” stipulation that “a permanent window sign may not exceed one-third of the total glass area of the window in which it is mounted;” stipulation that a “freestanding or projecting sign may only include lettering and symbols to indicate the name of the business, trademark or logo, telephone number, and hours of operation;” stipulation that “there shall be no more than two different types of permanent signs employed per building;” stipulation that the “registered trademark of a specific product may occupy no more than one-quarter of the area of the sign face upon which it appears unless the specific product is at least 50% of the business by dollar volume;” stipulation that “off-street parking facilities for 10 or more cars may be identified by a sign displaying the letter ‘P’ and a directional arrow indicating an entrance or exit;” stipulation that “one entrance or exit sign of no more than three square feet per side shall be allowed for each entrance or exit from a parking area;” prohibition of backlit “informational signs or structures with translucent faces;” and stipulation that “one ‘OPEN’ flag shall be permitted per retail business.”<sup>143</sup>

There are two categories of required signs, for which a sign permit is not required.<sup>144</sup> These are: building identification numbers and, in a non-residential zone, a construction sign “identifying the parties involved and the nature of the construction project.”<sup>145</sup>

The sign bylaw also includes provisions related to temporary signs, nonconforming signs, location of signs, sign surface area, obsolete signs, and alteration, repair, and replacement of signs.

## Other Regulations

Other use regulations include, “There shall be no use of a building, structure, or land in any district for a purpose that is injurious, dangerous, noxious, or offensive to the community by reason of the emission of odor, fumes, dust, smoke, vibration, noise or other cause.”<sup>146</sup> Other use regulations related to the IE district, in particular, include, “No parking for an Industrial-Extensive (IE), Business-Industrial (BI), or Business (B) District and no vehicular access to an Industrial-Extensive, Business-Industrial or Business District shall be on land that is zoned Residential. Vehicular access to an Industrial-Extensive, Business-Industrial or Business District shall be over a public way.”<sup>147</sup> Additionally, the bylaw stipulates, “New public ways and ways into Industrial Districts shall be constructed in accordance with the latest Land Subdivision Rules and Regulations of the Town of Medfield, Massachusetts.”<sup>148</sup>

Other area regulations include only one principal structure shall be permitted per lot, except for “multifamily residential developments, planned business and industrial developments, public housing for the elderly, agricultural use, community facilities and public utilities.”<sup>149</sup> Other regulations related to the IE district, in particular, include the requirement of screening and buffers. A 150-foot-wide landscaped buffer strip is required for each boundary between the IE district and a residential use or district, with the section of the buffer strip within 100 feet of the district boundary to be used only for “lawns, trees, shrubs, or other landscape materials to provide a visual barrier between districts,” and the remaining 50 feet available for use for off-street parking or other permitted uses (no permanent structures).<sup>150</sup>

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<sup>7</sup> Except “temporary signs used to advertise special events whose proceeds are used for charity, schools or nonprofit organizations, provided an approved sign permit is obtained at least three days before the posting of the sign.” Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 13: Sign Bylaw, <https://ecode360.com/27374439#27374439>.

Other height and bulk regulations include the provision that any maximum height permitted in the zoning bylaw is subject to the state building code and does not apply to structures including, “special industrial structures such as a cooling tower, grain elevator, sugar refinery, gas holder or other similar structure where the industrial process requires a greater height, provided that any such structure shall not occupy more than 15% of the lot area and shall be not less than 50 feet from any lot line.”<sup>151</sup>

## Next Steps

In the upcoming months, the Medfield Economic Development Vision project will build on these initial findings to compile an economic development vision for the IE district and potential recommendations for zoning changes, as applicable, that may enhance economic development activity, expand the commercial and industrial tax base, and grow the commercial and industrial uses within the IE district.

From November through March, project activities will center on a community visioning process to identify up to five of the community’s top priorities for the IE district. These will include two community visioning sessions and produce a draft vision for the IE district and potential draft, high-level recommendations for zoning changes, as applicable. The first of these community visioning sessions is slated for early December.

From April through June, project activities will center on the compilation of a finalized economic development vision for the IE district and, as appropriate, recommendations for zoning changes. It will include presentation of these materials to the Select Board and submission of a final report inclusive of the existing conditions memo, vision, and potential recommendations for zoning changes.

## End Notes

<sup>1</sup> Metropolitan Area Planning Council (MAPC), DataCommon, Community Profiles, n.d., <https://datacommon.mapc.org/profile/medfield/demographics>.

<sup>2</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II: Inventory and Assessment of Existing Conditions," 2020, 2-10, <https://www.town.medfield.net/DocumentCenter/View/4730/2-MEDFIELD-TWMP-VOLUME-II-PDF>.

<sup>3</sup> Medfield State Hospital Master Plan Committee, "Medfield State Hospital Strategic Reuse Master Plan: Town of Medfield, MA," 2018, p. 7, <https://www.town.medfield.net/DocumentCenter/View/1879/MSH-Strategic-Reuse-Master-Plan-08-18-18-PDF>.

<sup>4</sup> Ibid, p. 7-8.

<sup>5</sup> Ibid p. 1. The proposed development scenario calls for 294 to 334 housing units, including 25 percent affordable units. Medfield State Hospital Master Plan Committee, p. 3.

<sup>6</sup> Ibid, p. 7.

<sup>7</sup> Ibid, p. 54.

<sup>8</sup> Ibid, p. 53.

<sup>9</sup> Ibid, p. 65.

<sup>10</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume I: Presenting the Plan," 2020, E-1, E-3, <http://town.medfield.net/DocumentCenter/View/4966/1-MEDFIELD-TWMP-VOLUME-1-V4-PDF>.

<sup>11</sup> Ibid, E-2.

<sup>12</sup> Ibid, E-6-E-7.

<sup>13</sup> Ibid, E-8.

<sup>14</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," 2-12.

<sup>15</sup> Ibid, 2-13.

<sup>16</sup> Ibid, 2-14.

<sup>17</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume I," 3-64.

<sup>18</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume I," 3-65-3-70.

<sup>19</sup> Ibid, 3-65-3-67.

<sup>20</sup> MA Executive Office of Housing and Livable Communities (EOHLC), "Rapid Recovery Plan (RRP) Program," n.d., [https://www.mass.gov/info-details/rapid-recovery-plan-rrp-program#:~:text=The%20Rapid%20Recovery%20Plan%20\(RRP,commercial%20areas%20across%20the%20commonwealth](https://www.mass.gov/info-details/rapid-recovery-plan-rrp-program#:~:text=The%20Rapid%20Recovery%20Plan%20(RRP,commercial%20areas%20across%20the%20commonwealth).

<sup>21</sup> MA Executive Office of Housing and Livable Communities (EOHLC), "Rapid Recovery Plan," 2023, p. 13, [https://www.town.medfield.net/DocumentCenter/View/5453/RRP\\_Town-of-Medfield\\_092421\\_DRAFT\\_sr](https://www.town.medfield.net/DocumentCenter/View/5453/RRP_Town-of-Medfield_092421_DRAFT_sr).

<sup>22</sup> Ibid, p. 14.

<sup>23</sup> Ibid, p. 15.

<sup>24</sup> Ibid, p. 11.

<sup>25</sup> Ibid, p. 21-22.

<sup>26</sup> Ibid, p. 26-27.

<sup>27</sup> Ibid, p. 31-34.

<sup>28</sup> Ibid, p. 37-41.

<sup>29</sup> Ibid, p. 44-47.

<sup>30</sup> Barrett Planning Group LLC, "Medfield Zoning Diagnostic Report," 2022, <http://ma-medfield.civicplus.com/DocumentCenter/View/6321/Medfield-Zoning-Review---Barrett-Planning-Group--07-14-22-pdf>.

<sup>31</sup> Ibid, p. 8.

<sup>32</sup> Ibid, p. 9.

<sup>33</sup> Ibid p. 9, 10.

<sup>34</sup> Metropolitan Area Planning Council (MAPC), "Land, Economy, Opportunity: Industrial Land Supply and Demand in Greater Boston," 2023, <https://www.mapc.org/news/greater-boston-experienced-measurable-loss-industrial-space/>.

<sup>35</sup> Ibid, p. 40-41.

<sup>36</sup> Ibid, p. 6.

<sup>37</sup> Ibid, p. 5.

<sup>38</sup> Ibid, p. 6.

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<sup>39</sup> Urban Manufacturing Alliance, "An Urban Revival: How Land Use Tools and Real Estate Strategies are Fueling the Resurgence of Light Manufacturing in Greater Boston," 2018, p. 7, [https://www.urbanmfg.org/wp-content/uploads/2018/01/UrbanManufacturingAlliance\\_MassDevelopmentReport.pdf](https://www.urbanmfg.org/wp-content/uploads/2018/01/UrbanManufacturingAlliance_MassDevelopmentReport.pdf)

<sup>40</sup> Ibid, p. 5.

<sup>41</sup> Ibid, p. 4.

<sup>42</sup> Ibid, p. 4-5.

<sup>43</sup> Metropolitan Area Planning Council (MAPC), "Land, Economy, Opportunity," p. 41-42.

<sup>44</sup> Urban Manufacturing Alliance, "An Urban Revival," p. 6-7.

<sup>45</sup> Ibid, p. 11.

<sup>46</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," p. 13.

<sup>47</sup> Town of Medfield, "Historic Preservation Plan," September 1, 1999, p. 7-8, <https://www.town.medfield.net/DocumentCenter/View/2607/Historic-Preservation-Plan-1999-PDF?bidId=>.

<sup>48</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," p. 13.

<sup>49</sup> Town of Medfield, "Historic Preservation Plan," p. 8.

<sup>50</sup> Ibid, p. 8.

<sup>51</sup> Ibid, p. 9. Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," 3-6.

<sup>52</sup> Town of Medfield, "Historic Preservation Plan," p. 8.

<sup>53</sup> Ibid, p. 8.

<sup>54</sup> Ibid, p. 8.

<sup>55</sup> Town of Medfield, "Townwide Master Plan: Building Our Future," Volume II," 3-6.

<sup>56</sup> Ibid, 3-6.

<sup>57</sup> Ibid, 3-6-3-7.

<sup>58</sup> Ibid, 3-7.

<sup>59</sup> Town of Medfield, "Historic Preservation Plan," p. 10.

<sup>60</sup> Ibid, p. 10.

<sup>61</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," 3-7 – 3-8.

<sup>62</sup> Ibid, 3-8.

<sup>63</sup> Medfield Planning Board, "Master Plan Study Report No. 8: Medfield Massachusetts: Summary," September 1964, p. 11, <https://www.town.medfield.net/DocumentCenter/View/2606/Master-Plan-Study-Report-No-8---1964-PDF>.

<sup>64</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," 3-8.

<sup>65</sup> Medfield Historical Society, "Medfield's Town History," n.d., <https://medfieldhistoricalsocociety.org/historic-medfield/medfields-town-history/>.

<sup>66</sup> Medfield Planning Board, "Master Plan Study Report No. 8: Medfield Massachusetts: Summary," p. 6.

<sup>67</sup> Ibid, p. 6.

<sup>68</sup> Ibid, p. 6.

<sup>69</sup> Town of Medfield, "Historic Preservation Plan," p. 13.

<sup>70</sup> Medfield Planning Board, "Master Plan Study Report No. 8: Medfield Massachusetts: Summary," p. 17.

<sup>71</sup> Ibid, p. 17.

<sup>72</sup> Ibid, p. 17.

<sup>73</sup> Town of Medfield, "317th Anniversary Annual Report Of The Town Officers For The Year Ending December 31, 1967," 1968, p. 89, <https://archives.lib.state.ma.us/handle/2452/432812>.

<sup>74</sup> Ibid, p. 89.

<sup>75</sup> Ibid, p. 22.

<sup>76</sup> Town of Medfield, "Historic Preservation Plan," p. 14.

<sup>77</sup> Ibid, p. 14.

<sup>78</sup> Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022, <https://www.mass.gov/info-details/massgis-data-property-tax-parcels>.

<sup>79</sup> Town of Medfield, "Historic Preservation Plan," p. 14.

<sup>80</sup> Ibid, p. 14.

<sup>81</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," 3-8.

<sup>82</sup> Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022. MA Department of Environmental Protection (DEP), Wetlands Areas, 2022, [https://arcgisserver.digital.mass.gov/arcgisserver/rest/services/AGOL/DEP\\_Wetlands/MapServer](https://arcgisserver.digital.mass.gov/arcgisserver/rest/services/AGOL/DEP_Wetlands/MapServer).

<sup>83</sup> MassGIS (Bureau of Geographic Information), MassGIS Data: Building Structures (2-D), September 2022, <https://www.mass.gov/info-details/massgis-data-building-structures-2-d>.

<sup>84</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," 1-16, 2-10.

<sup>85</sup> Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022. MA Department of Environmental Protection (DEP), 2022.

<sup>86</sup> MassGIS (Bureau of Geographic Information), MassGIS Data: Building Structures (2-D), September 2022.

<sup>87</sup> Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022.

<sup>88</sup> Ibid.

<sup>89</sup> Town of Medfield, "Townwide Master Plan: Building Our Future, Volume II," 1-16, 2-10.

<sup>90</sup> Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022.

<sup>91</sup> Ibid.

<sup>92</sup> Ibid.

<sup>93</sup> Ibid.

<sup>94</sup> Ibid.

<sup>95</sup> Ibid.

<sup>96</sup> Ibid.

<sup>97</sup> Costar, 2023, <https://www.costar.com/products/analytics>.

<sup>98</sup> Ibid.

<sup>99</sup> Ibid.

<sup>100</sup> Metropolitan Area Planning Council (MAPC), "Land, Economy, Opportunity," p. 6.

<sup>101</sup> Costar, 2023. Given the small sample size of properties within the IE district, town-wide estimates were leveraged here to illustrate local vacancy rates by property type; IE district-specific vacancy rates could be estimated in future efforts via on-the-ground data collection.

<sup>102</sup> Ibid.

<sup>103</sup> Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Attachment 1: Table of Use Regulations, <https://ecode360.com/attachment/ME3164/ME3164-300a%20Table%20of%20Use%20Regs.pdf>.

<sup>104</sup> Massachusetts Tier 3 Assessors/Metropolitan Area Planning Council (MAPC) Land Parcel Database, FY2022.

<sup>105</sup> Ibid.

<sup>106</sup> Ibid.

<sup>107</sup> Ibid.

<sup>108</sup> Town of Medfield, "Historic Preservation Plan," p. 14.

<sup>109</sup> Ibid.

<sup>110</sup> Ibid.

<sup>111</sup> Ibid.

<sup>112</sup> Ibid.

<sup>113</sup> Ibid.

<sup>114</sup> Ibid.

<sup>115</sup> Ibid.

<sup>116</sup> Infogroup, Employment and Business Data, April 2023, <https://www.data-axle.com/>.

<sup>117</sup> Ibid.

<sup>118</sup> Ibid.

<sup>119</sup> Ibid. Library of Congress, "North American Industrial Classification System (NAICS)," 2022, <https://guides.loc.gov/industry-research/classification-naics>.

<sup>120</sup> Infogroup, Employment and Business Data, April 2023. The different between the number of industries represented in the IE zone's establishment and employment counts may stem from classification differences.

<sup>121</sup> Ibid.

<sup>122</sup> MA Department of Economic Research, Executive Office of Labor and Workforce Development, Employment and Wages (ES-202) data for Norfolk County, fourth quarter, 2022, all ownership types, <https://lmi.dua.eol.mass.gov/lmi/employmentandwages#>.

<sup>123</sup> Ibid.

<sup>124</sup> Ibid.

<sup>125</sup> Ibid.

<sup>126</sup> Ibid.

<sup>127</sup> Ibid.

<sup>128</sup> Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 3: Establishment of Zoning Districts, <https://ecode360.com/27374120#27374120>.

<sup>129</sup> Ibid.

<sup>130</sup> Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Attachment 1: Table of Use Regulations.

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131 Ibid.

132 Ibid.

133 Ibid.

134 The Table of Use Regulations includes the following note: "All types of marijuana establishments as defined in MGL c. 94G, § 1(j), to include all marijuana cultivators, marijuana testing facilities, marijuana product manufacturers, marijuana retailers or any other types of licensed marijuana-related business, shall be prohibited within the Town of Medfield." Ibid.

135 Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Attachment 1: Table of Use Regulations.

136 Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Attachment 2: Table of Area Regulations, <https://ecode360.com/attachment/ME3164/ME3164-300b%20Table%20of%20Area%20Regs.pdf>. The Table of Area regulations includes the following notes: (1)

"Minimum lot area shall be calculated to include only contiguous land which is not in wetlands (see definition of 'wetlands' in § 300-2.1); which is not in the Watershed and/or Floodplain District; nor in a detention pond, retention pond, or open drainage structure; and which does not have a slope greater than 20% for a distance of 50 feet in its natural and unaltered state. A lot which fails to meet these requirements by reason of excessive slope shall be subject to a special permit from the Board of Appeals as set forth in § 300-14.10." (2) "No structure shall be built on any lot in any Residential Zoning District unless the lot is of sufficient size and shape to contain a perfect square, as defined in this Bylaw, in accordance with the dimensions set out in the Table of Use Regulations." Ibid.

137 Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Attachment 3: Table of Height and Bulk Regulations, <https://ecode360.com/attachment/ME3164/ME3164-300c%20Table%20of%20Height%20and%20Bulk%20Regs.pdf>.

138 Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 8: Off-Street Parking and Loading Regulations, <https://ecode360.com/27374248#27374248>.

139 Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 13: Sign Bylaw, <https://ecode360.com/27374439#27374439>.

140 Ibid.

141 Ibid.

142 Ibid.

143 Ibid.

144 Ibid.

145 Ibid.

146 Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 5: Use Regulations, <https://ecode360.com/27374136#27374136>.

147 Ibid.

148 Ibid.

149 Town of Medfield, Code, Division 1: Bylaws, Part II. General Legislation, Chapter 300: Zoning, Article 6: Area, Height, and Bulk Regulations, <https://ecode360.com/27374186#27374186>.

150 Ibid.

151 Ibid.