



Select Board Meeting
Meeting Packet
April 2, 2024

LEGAL NOTICE

TOWN OF MEDFIELD PUBLIC HEARING

Notice is hereby given that a public hearing will be held on Tuesday, April 2, 2024, 6:00PM on the Alteration of Licensed Premises application by Kingsbury Club Medfield, Inc., Robert Janjigian, Manager of Record to amend their on-premise SECTION 12, all alcoholic beverages license at the premises of 2 Ice House Road, Medfield MA 02052, to include two self-pouring units which will be in addition to the restaurant and portable bar (specific to the sports building). This meeting will be held at the Medfield Town House, 459 Main Street, Chenery Meeting Room, second floor and via Zoom with instructions to view or listen to the meeting included on the meeting agenda on the Town's website. A plan is on file in the Town Administrator's office available for inspection during regular business hours. All town boards and interested parties are invited to attend.

Osler L. Peterson, Chair – Select Board

Massachusetts School Building Authority

Next Steps to Finalize Submission of your 2024 Statement of Interest (“SOI”)

Thank you for submitting a 2024 SOI to the Massachusetts School Building Authority (the “MSBA”) electronically. **Please note, the District’s submission is not yet complete if the District selected Statutory Priority 1 or Statutory Priority 3.** If either of these priorities were selected, the District must post-mark and submit to the MSBA by the Core Program SOI filing period closure date the required supporting documentation to the MSBA, which is described below.

ADDITIONAL DOCUMENTATION REQUIRED FOR SOI STATUTORY PRIORITIES 1 AND 3 IN ORDER TO BE CONSIDERED COMPLETE:

- If the District selects Statutory Priority 1: Replacement or renovation of a building, which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering (or other) report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The district also must submit photographs of the problematic building area or system to the MSBA. The SOI will not be considered complete unless this information is provided.
- If the District selects Statutory Priority 3: Prevention of a loss of accreditation, the SOI will not be considered complete unless a summary of the accreditation report focused on the deficiencies as stated in this SOI are provided.

ADDITIONAL INFORMATION: In addition to the information required above, the District may also provide reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility. The additional documentation must also be post-marked and submitted to the MSBA by the Core Program SOI filing period closure date.

If you have any questions about the SOI process please contact the MSBA at 617-720-4466 or SOI@massschoolbuildings.org.

Massachusetts School Building Authority

School District Medfield

District Contact Jeffrey J Marsden Title: Superintendent TEL: (508) 359-2302

Name of School Dale Street

School Address 45 Adams Street, Medfield, MA - 02052

Submission Date 3/19/2024

Statement of Interest (“SOI”) CERTIFICATION

To be eligible to submit an SOI, a district must certify the following:

- ☒ The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- ☒ The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- ☒ The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- ☒ The district hereby acknowledges that this SOI is for one existing public school in the district that is currently used or will be used to educate public school students in grades Pre-K through 12 as reported to the Department of Elementary and Secondary Education (the “DESE”) and that the school for which the SOI is being submitted does not solely serve the district’s Pre-K student population.
- ☒ Prior to the submission of the SOI, the district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- ☒ Prior to the submission of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- ☒ The district hereby acknowledges that current vote documentation is required for all SOI submissions. The district will use the MSBA's vote template and the required votes will specifically reference the school name and the Statutory Priorities for which the SOI is being submitted.
- ☒ The district hereby acknowledges that it must upload all required vote documentation on the “Vote” tab, in the format required by the MSBA. All votes must be certified or signed and on city, town or district letterhead.
- ☒ The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all required supporting documentation for Statutory Priority 1 and/or Statutory Priority 3, if either is selected. If Statutory Priority 1 is selected, the district’s SOI will not be considered complete unless and until the district provides the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system. If Statutory Priority 3 is selected, the district’s SOI will not be considered complete unless and until the district provides a summary of the accreditation report focused on the deficiencies as stated in this SOI. The documentation noted above must be post-marked and submitted to the MSBA by the Core Program SOI filing period closure date.

**LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR
(E.g., Mayor, Town Manager, Board of Selectmen)**

Chief Executive Officer *	School Committee Chair	Superintendent of Schools
(signature)	(signature)	(signature)
Date	Date	Date

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

Massachusetts School Building Authority

School District MedfieldDistrict Contact Jeffrey J Marsden Title: Superintendent TEL: (508) 359-2302Name of School Dale StreetSchool Address 45 Adams Street, Medfield, MA - 02052Submission Date 3/19/2024

Note

SOI Program: CorePotential Project Scope: Potential New SchoolIs this a Potential Consolidation? No

The following summary of the Statutory Priorities as set forth in M.G.L. c. 70B, § 8 have been included in the Statement of Interest (for the Core Program, select as many as are applicable):

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☐ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollment.
5. ☒ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☒ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

☒ I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI, which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific governing bodies, in a format **using the language provided by the MSBA**. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted in a form that is acceptable to the MSBA. All SOI vote documentation must be uploaded on the Vote Tab.

Each district must prioritize one Core Program Statement of Interest from all of the Statements of Interest that the district has submitted or prepopulated, including any SOIs that may be in the MSBA's capital pipeline. At no time shall a district have more than one prioritized SOI on file with the MSBA.

Is this SOI the District Priority SOI? Yes

School name of the District Priority SOI: Dale Street

Is this part of a larger Master Facilities Plan and/or Educational Plan within the past five years that includes facility goals for this building and all school buildings in the District? Yes

If "YES", please provide the following:

Facilities Plan Date: 3/20/2020

Planning Firm: Arrowstreet/ Medfield Public Schools

Please provide a brief summary of the plan(s) including its goals and how the school facility that is the subject of this SOI fits into that plan:

The Educational Plan is on file with MSBA

Provide, if applicable, the most recent budget approval process that resulted in an operating budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities). Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum. If no recent teacher layoffs and/or staff reductions have occurred, please enter "Does Not Apply".

Does Not Apply

Please provide a description of the local actions and approvals needed to secure both funding for a feasibility study and project funding for a potential building project with the MSBA. Please include schedule information for both funding actions(i.e. Town Meeting, City Council/Town Council meetings, Regional School Committee Meetings).

Does Not Apply

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations including modular units (maximum of 5000 characters).

Dale Street School is comprised of structures built in 1942, 1962, a minor renovation for office conversion to educational space in 1997, and the installation of two modular classrooms in 2000. The original facility was designed as a Junior - Senior High School. The main classroom structure is two stories high, built with cast in place footings and foundations with load bearing masonry walls. The roof framing is steel with wood planking and a slate roof. The construction drawings indicate the main structure has a flat roof of approximately 13' x 75" that runs north/south and flattens the top portion of the hip and it is shown as composite roofing. The remaining two portions of the original building are single story of similar construction with slate roofs. The locker room portion attached to the north raised elevation of the gym has a parapet walled flat roof.

The first addition, was constructed in 1962. It is typical school construction for this period, and began the conversion of the Junior-Senior High School to an upper elementary school for Grades 4-6. Despite this conversion, the main building was not upgraded at that time. The focus was on regular classroom space, an office area, and a cafeteria. Growing special education services and EL services, reading and math remedial services, and areas for the arts posed significant challenges in the available space. The space requirements were limited and could only be addressed through converting storage areas to learning spaces or using non-instructional areas (hallways, cafeteria, library, etc) as alternatives.

The 1962 structure is comprised of cast in place reinforced concrete footing and foundations with a steel frame and bulb "T" and Tectum roof deck. This addition included: 10 classrooms, kitchen, cafeteria/assembly, activity room (now functioning as a LMC), storage, 2 gang toilets, teachers' room, 2 individual staff toilets, and administrative area (principal's office, reception/clerical, nursing station). This portion of the facility is in fair condition with the exception of the roof, exterior window system, and the doors and frames.

Before 1997, the Central Office for the district was located at Dale Street School. In 1997, the central office was relocated to the newly renovated Medfield Town House, and the vacated space was renovated and converted to instructional space and an expansion to the library. There was no increase in square footage in the building as a result of this renovation.

The final addition to the facility was in 2000, at which time "temporary" modular classrooms were installed. There are two classrooms and two restrooms. These units sit on cast in place foundation and have a flat roof structure. There are signs of cracking in the foundation. They are serviced by unit ventilators with gas fired HVAC roof top units. The building has 2" x 4" acoustic ceiling with 2" x 4" lay-in light fixtures. In the Fall of 2022, the two HVAC roof top units were replaced.

In 2018 the MSBA accepted the Dale Street School SOI into the MSBA's Eligibility Period where we were moved forward into the feasibility Study. Unfortunately the project failed at the Town Meeting by a narrow percentage (62% to 38%) and the Town of Medfield had to withdraw from the MSBA program.

Medfield has learned from the past experience with the MSBA and local conversations have focused around utilization of the existing Dale St. site for a potential new school or add/renovation project and keeping the building Grades 4 and 5. The New Elementary School Building Committee meets each month and is currently contracted with a demographer to review future enrollment trends. In addition, the Town of Medfield at the past two Annual Town Meetings (ATM) has allocated \$250,000 to a new feasibility study. The 2024 ATM has articles that will further fund a feasibility study, as well as fund an elementary school tax mitigation stabilization fund.

The total gross floor area of the Dale Street School is 53,029 square feet with an additional 10,700 square feet of

inaccessible basement according to the space summary study conducted in April of 2019 by Arrowstreet Architects.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions (field one below) and/or modular units (field two below).

Original Building Plus Additions Square Footage 53029
Modular Units Square Footage 2520

SITE DESCRIPTION: Please provide a detailed description of the current site, including confirming the address of the school, who has ownership, control, and use of the site, and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school and/or if there are multiple schools housed within the same building. What is the use(s) of this building(s)? (maximum of 5000 characters).

Located just north of the center of town, the existing Dale Street School is located on approximately 17 acres and shares the site with the Memorial Elementary School. A baseball/field hockey field that is used by the high school is situated in between these two schools. It is bound by Adams Street on the west, North Street to the east, and a residential neighborhood to the west, north, and east. To the south is Dale Street, the Parks & Recreation Building, and the newly constructed Public Safety Building.

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The 1942 structure is masonry brick faced concrete. The 1962 building is brick faced CMU. The modular structure is brick over stud wall construction. Studies indicate that the brick is generally in fair condition. Limited areas need repointing. There are several areas of efflorescence typically associated with water penetration. Approximately one half of the existing original single pane windows have been replaced since 2005. The remaining original windows are single pane low efficiency wood framing. The roof structure is a combination of pitched and flat structures. Pitched roofs are original slate tiles. The flat roofs are either synthetic membrane or built up asphalt. The roofs have had regular maintenance and repair but are at end of life. Grade beams are present only in the original building and are cast in place reinforced concrete. The foundation insulation is not actually observed in the structures, we suspect that only the modular classroom structure has foundation insulation as it was constructed after the adoption of the energy code. Slab on grade is cast in place reinforced concrete of varying thickness; Waterproofing is indicated in the plans for both the original and 1962 structures. The 2000 modular classrooms have a ventilated crawlspace. The 1942 building was built as a bomb shelter and Civil Defense signage is still present to the right of the front door. There are nine sets of exterior stairs constructed of concrete or limestone servicing the 1942 building. The exterior stairways are in varying stages of deterioration. The wide steps to the entrance of the 1962 building are cast in place concrete and show extensive cracking. The railing has been removed. A handicapped ramp has been installed with railings, and the front portico has been repaired.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? YES

Year of Last Major Repair or Replacement:(YYYY) 2005

Description of Last Major Repair or Replacement:

Single pane windows

Total Roof Square Footage 41000

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 41000

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Synthetic membrane & slate

Age of Section (number of years since the Roof was installed or replaced) 9

Description of repairs, if applicable, in the last three years. Include year of repair:

2015 - Replaced wet insulation and resurfaced roof. Approximately 700 square feet. Roof was in need of replacement. We are estimating by the condition of the roof that it is 30 plus years old.

Roof Section B

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 1400

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Synthetic membrane .060 GenFlex

Age of Section (number of years since the Roof was installed or replaced) 1

Description of repairs, if applicable, in the last three years. Include year of repair:

2022- needed to replace a section of the 1942 original building roof. Remove and replaced all wet and damaged insulation, repaired all voids, cuts, and blisters in the existing system, removed and installed all new flashings.

Total Window Count 143

Window Section A

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 140

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Single Pane

Age of Section (number of years since the Windows were installed or replaced) 25

Description of repairs, if applicable, in the last three years. Include year of repair:

Replacement

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The 1942 and 1962 buildings rely on two gas-fired sectional steam boilers located in the boiler room of the original (1942) building. The original steam boilers have been abandoned in place. Although reliability is questionable, one of the original units is designated as an emergency backup if needed. Other equipment related to the original steam generation and heating have also been abandoned in place. One of the original three boilers has been removed to allow space for the present configuration. There is a simple pneumatic control system in place. Thermostats in each room control diaphragm valves on room units. A new hot water heater was installed and ventilation repairs were done in 2015.

HVAC unit ventilators in the 1942 building are original 220 Volt steam operated equipment. All systems are pneumatically controlled. The pneumatic control power plant (air compressor) is undersized and aged. The main panel of pneumatic controls, which has been through several iterations of repairs, remains functional. Ventilation requirements are within the dated compliance of their installation vintage. In 2019 we added air purification stand alone units to every learning space in the school to help with airflow.

While some pneumatic controls are functional, many areas of the building are prone to overheating while other areas cannot get sufficient heat. Steam pressure vessels were replaced in the last decade. The heating pipe distribution system consists of steel and is original except for numerous repaired areas. It is nearing the end of life cycle due to age and corrosion. Trap maintenance is ongoing, complicated by corrosion.

Plumbing systems are showing their age, including shutoffs at end devices. Fixtures and utilities are generally functional, but service work is complicated by their vintage and condition of valves and piping.

There is no fire suppression system in the building with the exception of the kitchen area. The electrical systems span several vintages of technology. In short, the distribution does not meet requirements for a modern educational facility. Worn outlet components require vigilance and regular maintenance effort. The power and light for the 1962 building are distributed from the main switch gear in the 1942 building. The switch gear has been replaced

but it has no additional space capacity. The power and lighting distribution system is obsolete. A new transformer has been installed to service the 1942 and the 1962 buildings. Emergency service panels and distribution have been regularly upgraded to meet requirements. The modular building has independent gas fired roof-top heating and ventilation systems that have already been replaced once. The modular building has electrical power and water supplied from the main building.

Total Building Boilers 2

Boiler Section Boiler 1

Is the District seeking replacement of the Boiler? YES

Is there more than one boiler room in the Building? YES

What percentage of the Building is heated by the Boiler? 90

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 60

Description of repairs, if applicable, in the last three years. Include year of repair:

Condensate return tank

Boiler Section Boiler 2

Is the District seeking replacement of the Boiler? YES

Is there more than one boiler room in the Building? YES

What percentage of the Building is heated by the Boiler? 90

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

natural gas

Age of Boiler (number of years since the Boiler was installed or replaced) 50

Description of repairs, if applicable, in the last three years. Include year of repair:

none

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO

Year of Last Major Repair or Replacement:(YYYY)

Description of Last Major Repair or Replacement:

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? YES

Year of Last Major Repair or Replacement:(YYYY) 2011

Description of Last Major Repair or Replacement:

Emergency light system upgrade

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

The original 1942 building is constructed with a cast in place reinforced concrete coffered pan system. This was a high quality system for the time and is rarely used today because it is so labor intensive to build. It is exposed to view in the two story section. Ceiling systems vary throughout the facilities from exposed "T" and Tectum to lay-in acoustical panels and tiles. They range from fair to poor condition. The gymnasium has a vaulted ceiling with acoustical tiles. Lighting in the building has been replaced with more energy efficient and improved quality for the classroom environment. Interior walls in the 1942 building are a combination of brick or plaster with wood trim. The 1962 structure has extensive wood paneling and the 2000 modular building addition has vinyl covered wallboard. The 1962 building is slab on grade. Floor coverings are a combination of VCT (Vinyl Composition Tile) and VAT (VinylAsbestos Tile). It is in fair condition in the 1962 building. Floor covering in the 1942 building is typically VAT and in varying conditions. It should be noted, however, that when the tiles appear to be in a friable condition they are abated and replaced with proper flooring. During the summers of 2022,2023 sections of the flooring were abated and replaced. The wood gymnasium flooring was replaced in 2013 and again in 2019.

SPACES AND PROGRAMS: Please provide a description of the number and sizes (in square feet) of all spaces. Please also provide the current grade structure and programs offered. If a vocational or comprehensive high school offering Chapter 74 Programs and/or Career Technical Education, please include the number of programs currently offered (maximum of 5000 characters).

There are a total of 21 general instructional classrooms available which support delivery of the elementary curriculum. Most of these rooms are significantly undersized for the delivery of a modern elementary instructional program. The curriculum and instructional program requires that teachers have the ability to structure lessons to include the use of technology and individualized and grouped learning stations for math, reading, writing and science instruction. Due to the physical limitations these types of activities are seriously limited.

Generally, special education and EL spaces are undersized and smaller than regular education classrooms at the Dale Street School, a configuration that does comply with state and federal guidelines. In some instances the spaces are not dedicated instructional areas, but instead have been converted from other uses. Because the spaces are a planned temporary accommodation, not permanent, they tend not to be adequately equipped as would be expected for students who occupy the room. The current special education program requires that students with serious physical and medical limitations are accommodated in the facility. The building does not have an elevator to the second floor and the accessible travel path is limited to stairways with lifts. Bathroom facilities are not all handicapped accessible further restricting equal access and limiting efforts to integrate all of our students in a high-quality learning environment. Instrumental music is a developmentally appropriate program that is introduced at the upper elementary level and that is significantly constrained by the facility. There are no appropriately designed practice rooms; students practice in non instructional areas, mostly in corridor hallways, cafeteria, etc. There is no ensemble room. A converted shower room off of the gymnasium/auditorium is used as instrument lessons. Another undersized space is utilized for general music and choral instruction. This situation compromises regular instruction in the classrooms that surround this area due to noise and the resulting distractions.

The guidance area is 238 square feet, .48 square feet per pupil of planned enrollment; the current space provides an environment for only two people at one time. This prevents small-group counseling delivery and compromises student confidentiality in this area. The library is very undersized, including the technology center, further restricting future growth as related to technology. The library space is limited to only one class at a time. Conceptually serving as an instructional hub for the school this is a serious program delivery limitation.

Furthermore, small group research opportunities cannot be accommodated in the current space. There is one small group instructional area for small group remedial/intervention instruction. This area is subdivided into areas by temporary panels to allow for math and ELA small groups instruction. The gymnasium is undersized for two teaching stations and has conflicted program requirements. The current space does not accommodate the required number of sections of students. Additionally the music program currently is required to use this space for a portion of the day for the delivery of band instruction. There is no separate area for adaptive physical education. This situation necessitates the use of the stage area in the gymnasium as an instructional space. Often physical education classes are "doubled up" creating safety concerns in that space.

TOTAL SCHOOL STUDENT ENROLLMENT: Please provide the current student enrollment at the school as of the SOI filing. 402

CURRENT GRADES SERVED AT SOI FACILITY: 4,5

SCHOOL TYPE: Comprehensive

CAPACITY and UTILIZATION: Please provide the original design capacity and a detailed description of the current capacity and utilization of the school facility. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

A significant issue at the Dale Street School is the lack of properly designed dedicated space for programs required in an elementary school program. The original building was designed for a time when special education, ELL, and programs were not served in the public schools. Pervasive overcrowding issues surround the programs and support

services that deal with small groups and individual students. The facility does not have the natural instructional environment to provide these services. In addition, these programs have students that require accessible facilities. School space for these programs has been created by modification to classroom space, offices, and storage areas. Attempts to further modify the building to accommodate these programs properly would inevitably result in the loss of general education space that is necessary to support the school's enrollment. Similarly, attempts to modify the facility to provide accommodation for accessibility would require the loss of needed classroom spaces. In an attempt to reduce some of this pressure during a period of enrollment growth the school committee successfully sought funding to add two modular classrooms to the building in 2000. All twenty-one (including the two modular) general classrooms need to be modernized to meet technology and instructional requirements. Exclusive of the modular classrooms, nine of the 19 general classrooms meet the expected 900 square feet of instructional space; the remaining 10 classrooms do not.

At the Special Town Meeting on June 21, 2022, Town Meeting voted to authorize the Board of Selectmen to enter into a Land Disposition Agreement with Trinity Financial for a portion of the Medfield State Hospital to redevelop the structures into 334 rental units, 25% of which would be affordable. This project along with some recent 40B developments has the potential to increase our enrollment significantly.

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding and describe steps taken by the administration to address capacity issues.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI (# students per teacher) 23

Please indicate if the ratio is a goal, practice or a class size policy adopted by the School Committee
Class size policy

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI (# students per teacher) 22

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices within the past five years, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

Primary focus of the maintenance plan for Dale Street School is to sustain equitable accessibility of programs and services for all enrolled students. The District utilizes a web based computerized maintenance software system. The system encompasses both preventative and reactive maintenance issues. The building is adequately staffed for daily cleaning and upkeep. A regular schedule is employed to inspect and service mechanical equipment in the building. The head custodian in conjunction with the Director of Facilities, conducts regular assessments of building repair issues and take corrective action as needed. The following categories have been identified by the District in an effort to guide the capital planning process that is updated on an annual basis. Through operation and capital outlay appropriations, annual repair and maintenance projects have consistently focused on one or more of these categories.

Learning Space:

- a. Classroom Instruction
- b. Special Areas-Class Groups
- c. Special Areas-Individual/Small Group

Accessibility of Learning Spaces

- a. Handicap
- b. In Class Learning Stations

Environment of Learning Spaces

- a. Ventilation of Air

b. Heating Circulation and Control

c. Sound Quality

d. Energy (Heat) Loss

Health and Safety Requirements:

a. Fire Alarm System

b. Emergency Lighting

Other Structural/Space Concerns

a. Parking Availability for staff

b. Parking availability for school events.

c. Busing and student drop-off and pick-up areas

d. External Play Fields

The following are the most recent capital and maintenance improvement steps (from 2015) taken to sustain Dale Street as a viable school within the District:

ACCESSIBILITY:

- Created wheelchair-accessible bathroom/changing facility
- Added one (1) van-accessible parking space
- Installed power door operator
- Purchased portable wheelchair lift to provide accessibility to stage

SAFETY/SECURITY:

- Installed monitor/intercom/remote release at Adams Street entrance
- Installed fire suppression system in kitchen
- Installed intrusion alarm
- Upgrade emergency lighting
- Replaced stage curtain with fire-rated curtain
- Replaced handrail at gymnasium stairway
- Replaced stairways at both interior and exterior locations

OTHER:

- Replaced fixtures in second floor bathrooms
- Replaced gutter/fascia – Adams Street side of building
- Replaced music room roof
- Repaired slate roof, including replacement of slates
- Repaired chimney cap
- Installed electronic energy efficient climate control mechanisms in walk in cooler and freezer
- Installed motion sensor activated light switches
- Replaced hot water heater
- Installed two (2) point-of-use hot water heaters in gymnasium bathrooms
- Replaced windows with energy efficient double-paned windows
- Replaced some of the ceiling tiles
- Replaced/Abated some of the asbestos floor
- Replaced interior doors and locks
- Replaced front portico

Numerous roof repairs Although the climate controls do not consistently work through the facility, many of the above repairs have contributed to energy efficiency.

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

Originally constructed in 1942, with an addition in 1962, a renovation in 1997, and the addition of two modular units in 2000, Dale Street School has served as a viable school facility for nearly 80 years. However, despite ongoing maintenance, the mechanical distribution systems for heating, ventilation, electrical, and plumbing have passed their normal useful life. The original plumbing system was installed utilizing high lead content solder. In addition, the components of the water distribution system have significantly deteriorated creating ongoing repair issues. The HVAC temperature control system is no longer serviceable. The pneumatic controls are antiquated. The heating system steam piping and condensate return system suffer from serious corrosion due to the age of the system which requires constant repair. The original boilers have been abandoned in place and should be abated for asbestos and removed. The original air-handling exhaust system does not permit the balancing of fresh air for each room. These failures cannot be addressed as annual repairs. Steps have been taken in the interim to reduce energy costs and provide, as much as possible, for a consistent and reliable environment. Replacement of the pneumatic controls with a digital localized controller is necessary. The electrical power, lighting, and fire alarm systems are operating at capacity and must be replaced.

The roof of the 1942 construction reflected the durability of slate as compared to the fascia, soffits, flashing, and trim of the 1962 building. Those non-roof components have been replaced and/or upgraded as required. Despite the durability of the slate roofing it has also begun to demonstrate deterioration of the attachment system and appears to be reaching the end of its life cycle. Many of the windows need to be upgraded to higher efficiency grade throughout the building. Although safe and not in a friable condition as detailed in the most recent AHERA plan, the floors include asbestos tile. When floor tiles are damaged they are properly abated. The conveying systems and vertical movement of handicapped individuals are limited and inadequate for equity in all programs and services. There is no access to the second-floor classrooms by way of an elevator. A temporary accommodation has been installed via stair lifts to meet the immediate needs of the enrolled students only at the first floor levels. Annual repairs can no longer address the systematic problems that exist with the aging mechanical systems in the structure.

Priority 5

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

The Town of Medfield and the school committee have over the years taken aggressive action steps to preserve and sustain the facility as a viable educational environment. A planning process was put in place to preserve and maintain the original appearance of the 1942 facade.

The exterior entrance to the Dale Street gymnasium was repaired to address extensive deterioration. This is true of the fascia and soffits as well as the columns in this area. Additionally, other areas of fascia, soffit gutters, and downspouts have been repaired or replaced. The chimney and exhaust stacks were repaired to minimize further damage and to prevent any safety hazards.

The original single-pane wood frame exterior windows in the original 1942 building are deteriorated and a program has been in place since 2006 to replace these windows. The library gable end window wall system in the 1962 addition was replaced in 2005.

Annual testing revealed that the potable water system exceeded the EPA standards for acceptable levels of lead. As a result, the school has implemented a DEP-approved mitigation program that utilizes a water filtration system.

The electrical systems are at full capacity and have limited ability for expansion of service. Lighting fixtures have been replaced for efficiency and effectiveness. The emergency lighting has been upgraded.

The 2016 school maintenance plan includes efforts to regularly repair and maintain the obsolete pneumatic heating and ventilation controls, and abatement of VAT flooring tiles. As a result of the plan, we continue the abatement of VAT floor tiling as required to meet the health and safety standards.

Numerous slate tiles have been replaced in the original building. Major replacement of the flat roof system over the music area/ gym was completed in 2011 and again in 2022. The original wood gutters on the 1942 building have been replaced in 2015 and repaired in 2023.

There are two chair lifts in the facility. The first allows travel from the Adams Street entrance to the first floor of the classroom in the 1942 building. There is no handicapped accessibility to the second-floor classrooms. If a student is physically unable to navigate the stairways, the student's classes have to be rescheduled for programs to be available to the students. The second lift is in the auditorium/gym. Several repairs have taken place to ensure the present and continued use of this facility. It is increasingly apparent that the annual maintenance planning and effort are not adequate to manage the risk of failure of major building systems. Care has been taken to maintain life safety, a clean environment, and the integrity of the structure to allow the building to remain in operation until it can be removed.

Priority 5

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

The pneumatic control system in place is not operating at its proper efficiency, thus preventing the balance of heat and airflow throughout the classrooms. The uneven heat distribution throughout the facility affects the learning environment for instruction and learning. A student could move from a classroom that is comfortable to a higher temperature room to a lower temperature area within the period of a day. A student's ability to have access to all parts of the facility is hampered by the varying floor levels that are traveled when moving from the 1962 addition to the original building. The lack of an elevator in the 1942 building prevents individuals with disabilities from gaining access to significant areas of the structure. Students with disabilities are unable to move about the facility without being considerably delayed. The lift systems in the building cause student congestion in corridors when the lift system is in use. Students who have temporary medical conditions due to injury and are scheduled into second-floor classrooms would require a complete restructuring of the classroom locations. The conveying system and vertical movement are also affected by the lack of small-group learning areas within close proximity to the regular classrooms. At present, students can be delayed in arriving at another learning area because of the travel time necessary to get there. In 2014, we were able to install a filtration system to mitigate any lead exposure. Bottled water is used on the second floor.

Due to limitations of the existing electrical service and distribution system, the electrical requirements of classrooms are unable to be met. We have been unable to properly install educational technologies in these spaces in a seamless manner. Deployment of interactive whiteboards has been difficult to achieve as a result of wiring limitations. Further efforts to deploy computers and other mobile learning devices in the building will be limited due to electrical capacity and distribution constraints. Wireless computing has been problematic due to the structure of the school. The traffic flow of buses is limited and congested. The turns are confined and restricted. Drop-off and pick-up areas for children have similar characteristics. This remedial approach has been minimally effective in maintaining the facility as a school.

Priority 5

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility and how it will improve your district's educational program.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

Dale Street School was originally built in 1942 to replace a seriously under-sized high school. In 1962, Medfield built a new high school and converted Dale Street into an elementary school, building a modest addition without upgrading the original facility. Dale Street School has outdated heating, plumbing, and electrical systems which, despite annual maintenance, have reached the end of life after 80 years of service. There is also a shortage of appropriate specialized classroom spaces to accommodate a modern educational program. The development of special education programs, English Language, math, and ELA remediation programs, and several other mandated educational programs has placed significant pressure on available space. This situation seriously limits our ability to meet our educational goals.

Creating appropriate learning environments for our students is a major priority for the district, but cannot be accomplished in the current space without sacrificing significant town values, including Medfield's commitment to manageable class sizes. Two temporary modular classrooms installed 24 years ago as a stopgap measure eased us through the situation, but even that solution no longer ensures that we can provide appropriate learning spaces to all our students.

If it were not for a focus on sustaining a maintenance plan to keep Dale Street in a reasonably functional condition over some years, student performance and academic growth would not have been positively influenced. As presented in this priority, the physical structure has reached its limit; a maintenance plan is not the solution for an expanded life of this facility; but major renovation of the facility or a new facility will play a significant role in student performance for several decades into the future.

If not located elsewhere in this SOI, please also provide the following information:

Have the systems identified above been examined by an engineer or other trained building professional?:

YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

CODE RED Consultants (Arrowstreet Architecture & Design)

The date of the inspection: 10/1/2020

A summary of the findings (maximum of 5000 characters):

The potential scopes of work was to address the needs of the school may include one or more of the following options:

- Base building repair
- Major interior renovation/alteration
- Addition interconnected with existing building
- Addition separated from existing building by a fire wall
- Demolition of existing building, and construction of a new building

Priority 7

Question 1: Please provide a detailed description of the programs not currently available or in substandard spaces due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

The Dale Street School facility has served the community as an educational setting since 1942. During that period of over eighty years, significant changes have occurred in education. The facility now has numerous constraints which inhibit the ability to provide for a modern elementary instructional program. The internal design of regular education spaces is too small both by regulation and the reality of program requirements. This inadequacy of properly designed space causes interference with the delivery of student centered instructional practices. Core learning areas in the building are not properly designed and are undersized for the required program. The effort to accommodate for varied space requirements has resulted in numerous examples of conflicted space use issues. Finally, the lack of properly designed instructional areas and inadequate space for special educational programs has created equity issues for program delivery.

Without any consideration to the Medfield State Hospital (MSH) project or the development of 40B Projects, the total public school enrollment, K-12 is projected to remain steady as we move into the latter part of this decade. The factors resulting from the real estate development of the MSH or 40B projects will create educational variables which affect classrooms. Although, the physical space of 21 classrooms (including the two modular classrooms) may be able to accommodate the current enrollment, the design of each classroom does not have the mechanical and educational infrastructure to accommodate the variables which effect instruction and learning within the classrooms. Specifically, the continued development of appropriate specialized educational programs for students with disabilities will continue to limit the availability of proper educational space requirements.

The classrooms at the Dale Street School were built and designed to support a 1942 era high school instructional program. The size of the rooms would accommodate a structured lecture based learning and century elementary instructional program. However, the spaces are obsolete and not suited for a 21st century elementary instructional program. Each classroom must have the resources to utilize technology in instruction. With the advent of electronic white boards and one to one learning, instruction was improved to the extent that the physical space could enable the teacher to incorporate the technology into instruction. Distractions to the instructional environment are another area of concern. In the 1962 addition, the location of the classrooms runs the perimeter of the two core areas, the cafeteria and the media/library center. The effect on instruction and learning within each adjacent classroom while the cafeteria has lunch is substantially compromised by noise. The movement of students to and within the library and computer center while students are engaged in adjacent classrooms further compromises instruction due to distraction and noise. The issue is exacerbated by the lack of a dedicated music room for the orchestra which utilizes this space for the program requirements creating similar noise and distraction issues. Additionally, orchestra instruction is compromised by student movement from these classrooms and to and from the library media center.

Library/Media: To improve on the restricted, undersized area of the library/media center, an adjacent classroom was converted to a computer lab with individual workstations. This enabled the main area of the center to acquire space for student activities, access to media resources, and reading/research. The new design was improved but still limited the level of access to resources expected of student in an upper elementary environment. When the modular classrooms were installed, a corridor to the two classrooms was created between the library/media center and the location of the two modular classrooms. Unintentionally, the corridor became a further cause of limited activities as well as interference with the environment because of the movement of students. The library/media center has been an inadequate and undersized area since its construction in 1962. The limited available space for student activities is a significant problem. At most one class at a time can be scheduled into the space. The design of open space for student reading, technology access, research activities and other flexible learning options are not available. Instruction in the use of the library is more often shifted to the regular classrooms.

Music Programs: There is 972 square feet of space in the existing facility for music education and performing arts. Of the total net area (which excludes storage), 572 square feet is for general music, 1.35 square feet per student and 400 square feet allocated to performing arts. The regulations state that practice rooms shall fall within the range of 75-130 square feet and ensemble rooms up to 300 square feet, exclusive of storage. Music education classrooms should be 1000-1200 square feet. While is not be unusual to use the stage in the gymnasium as a classroom for music performance and instruction; it is however, clearly a scheduling problem with physical education for the demands of events which could be occurring at the same time. The program is currently scheduled in non-traditional space for normal music instruction, excluding large group choral and band which would use the gymnasium and cafeteria. The latter two areas, along with corridors are used for small group instruction for a number of non-music students for services. A previous high school shower room was reconfigured into a music education/practice room to acquire space for the program.

Art Programs: There is 814 square feet, which is 1.92 square feet per student for the art program, exclusive of storage. The regulations state that art education classrooms shall fall within the range of 1000-1200 feet, exclusive of storage. The art space was converted from the original

location of the cafeteria/kitchen in the 1942 building. This area was converted to an art classroom because of the availability of water. The area supports art instruction minimally to the extent that the electrical and ventilation systems do not prevent specific activities.

Reading Program: The reading program is designed to be integrated into the regular classroom. The population is expected to be more than 7% of the enrolled students, but less than 42%. There is no designed reading space provided for conference and one on-one other than nontraditional usage of space. The Commonwealth (603 CMR 38.02) states that small group/seminar environment shall fall up to 500 square feet each, exclusive of storage.

Food Service/cafeteria: Actual size is 3315 square feet; which could accommodate 200 pupils as defined by the regulation. At present time, the facility provides three seatings per day to serve lunch to students.

Gymnasium Adapted Physical Education: The number of students needing this service is approximated to be no less than .5% and probably not more than 1.4% of the enrolled students. Currently there is no dedicated space in which a student receives services. Non-traditional space or a class within the gymnasium (along with another regularly scheduled class) would be used. The gymnasium's restricted size and open design does not allow the adaptive physical education program to be provided in the space. The program is scheduled into a converted space in an adjacent locker/shower area or on the stage. This severely constrains the options for program delivery and resources connected with the curriculum.

EL Students: The number of children who fall within the definition of English as Second Language for 2023 is projected to be between 30-35 children. This is an increase from past years in the district. These students could have needs which require a separate area from their regular classroom for support services. A classroom environment with proper resources, including technology was to extend the space and electrical infrastructure would allow.

Special Education Students: The average number of children who will require services for up to 30% of a school day is projected to be approximately 13% of the enrolled students. With the existing facility, the support services would be provided within a total net area of 905 square feet (15.3 square feet per student compared to 39 square feet per student in a regular classroom). Under the IDEA, the facility for special education services are to be equal to comparable space for regular education students and designed as needed to service students in dealing with their educational program. There was no designed dedicated space for students who require this intensive support service. Recently a health classroom space was converted to provide for this program.

Guidance Support Services: The existing facility provides 238 square feet to service student with their social, growth, and academic needs. This is .56 square feet per student. The existing space lacks the appropriate environment for private discussions one-on-one or small groups. The same space is shared by special educators for psychological services as defined in the student IEP. This latter group of students represents approximately 13% of the enrolled students. Students with services who fall within the guidelines of Section 504 place an additional demand on the same space. With this characteristic, established by student needs the guidance space is in high demand and experiences a high degree of schedule conflict (space in demand for more than one student event). To accomplish the small group seminars (as designed for this age level), a counselor uses other spaces, such as the cafeteria, gymnasium, and classrooms.

Nursing Station: The nursing station is severely undersized (260 sq. ft.) to meet the clinical needs of the student population. In addition the space has a bathroom facility that is not handicapped accessible.

Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

At present, the major issues with the facility at Dale Street are with the limited or lacking of small group learning spaces, integrated within the location of regular classroom instruction; individual counseling and psychological areas to deal with confidential issues with children; a viable music facilities and lunch where the sound does not become an interruption with classroom instruction. Generally, the lack of small group learning/conference areas within the facility has made the core area in the 1962 addition and attraction alternative. It would not be uncommon for a special education teacher working with a small group of students in the cafeteria or a small group counseling session be conducted by a guidance counselor in the library or cafeteria; while there is a natural movement of a student or students from the adjacent classrooms. In an unintentional manner, the small groups lack the instructional privacy.

Equity and adequacy issues are in conflict instructional areas which support/provide student learning. Many times the space becomes conflicted space for its use is required by more than one group of students. Small learning areas for individual or small group instruction are designed to deal with at-risk students (at a variety of levels of risk) with privacy. Small learning spaces have been created where space could be converted to accommodate the need for these services. These specifically include programs for music, EL, special educational services, and programs. These converted spaces have become permanent to address the educational needs of students. This has created issues of student movement. For example, a student in instrumental music may have to walk from the 1962 additions of the facility to the opposite side of the facility. The available accessibility systems to the different physical levels through the building take time away from instruction. In addition, there is a lack of systematic access to accessible bathrooms and learning areas. The installation of the two modular classrooms was to be temporary, but have become permanent. Without the two modular classrooms, there would be a shortage of classrooms to sustain the class size guideline established by the Medfield School Committee. Through an effort of accommodation, small spaces or areas have been established to enable small group instruction. These areas are not properly designed but instead are attempts to accommodate programmatic requirements. This latter issue poses serious concerns in the ability of the administration to maintain equity and adequacy of programs and services within a facility which has little or no flexibility in space usage. We have subdivided a general classroom with temporary panels to provide learning space for remedial instruction. The school has scheduled music ensembles and practice groups into hallway areas. EL services are scheduled into available space on a rotating schedule.

Accessibility mitigation is being accomplished in several manners. The lack of an elevator for access to the second floor causes the school to schedule most special education programs on first-floor areas. The District looked into the installation of an elevator within the structure of the facility but due to space restrictions, this was not feasible. To avoid an addition to the building, four classrooms would have been eliminated in order to have an elevator installed within the context of the current structure of the facility. To address remaining concerns of accessibility at the first floor levels interim steps of installing stair lifts was implemented.

Soundproofing of some doors in both the 1942 and 1962 classrooms was installed to minimize the level of noise from the movement of students through the facility and to accommodate students with auditory disability. A major renovation to a storage area and an existing bathroom facility for staff was conducted to create a handicapped-accessible bathroom and changing area facility. In 2022 all classroom door hardware/locks were replaced to improve the security of the building.

Library renovations were completed to reorganize the space. The space does include a technology instruction area, and limited space for stacks to house the text collection and a small instructional space.

Priority 7

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

At present, the major issues with the facility at Dale Street are with the limited or lack of small group learning spaces, integrated within the location of regular classroom instruction; individual counseling and psychological areas to deal with confidential issues with children; viable music facilities where the sound does not become an interruption with classroom instruction and appropriate space for the arts and technology.

The installation of the two modular classrooms was to be temporary, but have become permanent. Without the two modular classrooms, there would be a shortage of classrooms to sustain the class size guideline established by the Medfield School Committee. Through planned accommodation, small spaces or areas have been established to allow for small group instruction. But there is not a permanent nature for any accommodation, nor is there flexibility, should enrollment needs cause an increase in usage or a change in purpose. This latter issue poses serious concerns in the ability of the administration to maintain equity and adequacy of programs and services within a facility which has little or no flexibility of space usage.

Core instructional areas need to be flexible and provide for the instructional needs of the program. The undersized nature of the gymnasium and library/media remain incompatible to programmatic needs. The actual floor area of the Gymnasium is 3348 square feet. The CMR states that the gymnasium shall be 3000 square feet per station minimum when 12+ classrooms exist in the school, with a 5% variation permitted. The net area in this facility is 5.76 per square feet, 1.3 square feet less than recommended. This shortfall equates to a need of approximately 1100 square feet to provide two required teaching stations to accommodate the physical education program.

Even with the mitigating steps taken to renovate the space, the size of the library/media center, remains undersized for the expected programs and activities which are necessary to complement an upper elementary curriculum. The size is 2460.5 square feet (including the computer area). The current net area of the center for active student activities is 848 square feet, where it should be 1710 square feet. The current area per pupil is 1.63 square feet per pupil compared to the required 3.42 square feet per pupil. This restricts the teachers from creating small groups of students who can access the library for research based activities.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and submitted hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer ***School Committee Chair****Superintendent of Schools**_____
(signature)_____
(signature)_____
(signature)_____
Date_____
Date_____
Date

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.



TOWN OF MEDFIELD
WARRANT FOR THE ANNUAL TOWN MEETING
Monday, May 6, 2024

Norfolk, ss.

To either of the Constables in the Town of Medfield in said County. Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify the Inhabitants of the Town of Medfield qualified to vote in elections and town affairs to meet on Monday, the sixth of May 2024, commencing at 7:00 PM, there and then the following Articles will be acted on at the Amos Clark Kingsbury High School, located at 88R South Street in said Medfield, viz.

ANNUAL REPORTS

Article 1. Annual Town Reports

Submitted by the Select Board

To see if the Town will vote to accept the reports of the several Town Officers for the past year.

HUMAN RESOURCE ARTICLES

Article 2. Elected Officer Compensation

Submitted by the Select Board

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

Officer	Present Salary	Warrant Committee Recommends
Town Clerk	\$76,845	\$79,150
Select Board, Chair	\$900	\$900
Select Board, Clerk	\$900	\$900

Select Board, Third Member	\$900	\$900
Assessors, Chair	\$900	\$900
Assessors, Clerk	\$900	\$900
Assessors, Third Member	\$900	\$900
Moderator	0	0
Housing Authority	0	0
School Committee	0	0
Library Trustees	0	0
Planning Board	0	0
Parks and Recreation Commissioners	0	0
Trust Fund Commissioners	0	0

Article 3. Personnel Administration Plan

Submitted by the Personnel Board

To see if the Town will vote to amend the Personnel Administration Plan, Classification of Positions, and Pay Schedule, effective July 1, 2024, as set out in the Warrant Report; or do or act anything in relation thereto.

Article 4. Classification and Compensation Plan

Submitted by the Select Board

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money to implement the Non-Union Classification and Compensation Plan; or do or act anything in relation thereto.

FINANCIAL ARTICLES

Article 5. Dissolve Opioid Settlement Stabilization Fund

Submitted by the Select Board

To see if the Town will vote to dissolve, pursuant to Chapter 77 of the Legislative Acts of 2023, the special purpose stabilization fund known as the “Opioid Settlement Stabilization Fund”, created by Article 6 of the 2023 Annual Town Meeting; or do or act anything in relation thereto.

Article 6. Authorization for New Electric Vehicle (EV) Charging Station Fund

Submitted by the Select Board

To see if the Town will vote to amend the Code of the Town of Medfield Chapter 117 Departmental Revolving Funds by adding a new Section J to establish and authorize the following revolving fund under Massachusetts General Laws Chapter 44, Section 53E½, as follows; and further to appropriate a sum of \$3,000 from Free Cash into the Electric Vehicle (EV) Charging Station Fund;

K. Electric Vehicle Fund

- (1) Fund Name. There shall be a separate fund called the Electric Vehicle (EV) Charging Station Fund authorized for use by the Select Board
- (2) Revenues. The Town Accountant shall establish the Electric Vehicle (EV) Charging Station Fund as a separate account and credit to the fund all of the fees, charges, or other receipts to be charged and received by the Town in connection with the EV Chargers
- (3) Purposes and Expenditures. During each fiscal year, the Select Board may incur liabilities against and spend monies from the Electric Vehicle (EV) Charging Station Fund for EV Charger materials and expenses in connection with the operation of the EV Charging Stations
- (4) Fiscal Years. The Electric Vehicle (EV) Charging Station Fund shall operate for fiscal years that begin on or after July 1, 2024.

or do or act anything in relation thereto.

Article 7. Authorization for New Parks and Recreation Revolving Fund

Submitted by the Parks and Recreation Commission

To see if the Town will vote to amend the Code of the Town of Medfield Chapter 117 Departmental Revolving Funds, by adding a new Section K to establish and authorize the following revolving fund under Massachusetts General Laws Chapter 44, Section 53E½, as follows; and further to appropriate a sum of money from available funds into the Parks and Recreation Revolving Fund;

L. Parks and Recreation Revolving Fund

- (1) Fund Name. There shall be a separate fund called the Parks and Recreation Revolving Fund authorized for use by the Parks and Recreation Commission and the Director of the Parks and Recreation

- (2) Revenues. The Town Accountant shall establish the Parks and Recreation Revolving Fund as a separate account and credit to the fund all of the fees, charges, or other receipts to be charged and received by the Town in connection with the activities and programs operated by the Parks and Recreation Commission.
- (3) Purposes and Expenditures. During each fiscal year, the Parks and Recreation Commission may incur liabilities against and spend monies from the Parks and Recreation Revolving Fund for the operation of and in connection to the Parks and Recreation.
- (4) Fiscal Years. The Parks and Recreation Revolving Fund shall operate for fiscal years that begin on or after July 1, 2024.

or do or act anything in relation thereto.

Article 8. Authorization for new Council on Aging (COA) Revolving Fund

Submitted by the Select Board

To see if the Town will vote to amend the Code of the Town of Medfield Chapter 117 Departmental Revolving Funds by adding a new Section L, to establish and authorize the following revolving fund under Massachusetts General Laws Chapter 44, Section 53E½, as follows; and further to appropriate a sum of money from available funds into the COA Revolving Fund;

M. COA Revolving Fund

- (1) Fund Name. There shall be a separate fund called the COA Revolving Fund authorized for use by the Council on Aging
- (2) Revenues. The Town Accountant shall establish the COA Revolving Fund as a separate account and credit to the fund all of the fees, charges, or other receipts received by the Council on Aging in connection with the Medfield COA.
- (3) Purposes and Expenditures. During each fiscal year, the Council on Aging Director may incur liabilities against and spend monies from the COA Revolving Fund for the operation of the COA.
- (4) Fiscal Years. The COA Revolving Fund shall operate for fiscal years that begin on or after July 1, 2024.

or do or act anything in relation thereto.

Article 9. Appropriate funds to Vaccine Revolving Fund

Submitted by the Board of Health

To see if the Town will vote to appropriate the sum of \$5,000 from Free Cash into the “Vaccine Revolving Fund” or do or act anything in relation thereto.

Article 10. Annual Revolving Fund Expenditure Limit Authorization

Submitted by the Select Board

To see if the Town will vote to set Expenditure Limits for Massachusetts General Laws Chapter 44, Section 53E ½ Revolving Funds established under the Code of the Town of Medfield, Chapter 117 Departmental Revolving Funds for Fiscal Year 2025, as follows:

Section		Amount
A	Fire Alarm Revolving Fund	\$10,000
B	Ambulance Revolving Fund	35,000
C	Advanced Life Support Revolving Fund	400,000
D	Community Gardens Revolving Fund	3,000
E	CENTER at Medfield Building Maintenance Revolving Fund	2,000
F	Library Revolving Fund	5,000
G	Respite Care Revolving Fund	75,000
H	Transfer Station Recycling Revolving Fund	10,000
I	Former State Hospital Revolving Fund	100,000
J	Vaccine Revolving Fund	10,000
K	Electric Vehicle Charging Station Revolving Fund	3,000
L	COA Revolving Fund	2,000
M	Parks and Recreation Revolving Fund	1,000,000
u		

or do or act anything in relation thereto.

Article 11. Cemetery Perpetual Care Trust Funds

Submitted by the Cemetery Commission/Department of Public Works Director

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

Donald Pierce	\$750.00
Debra Ostrander	\$600.00

Kevin Gavaghan	\$1,200.00
Nancy Wilhelm	\$3,000.00
Gerald & Louise Kazanjian	\$3,000.00
Cheryl & William Dunlea	\$1,500.00
Thomas S. Murphy	\$750.00
George and Holly Mykulak	\$600.00
Timothy & Kelly Reardon	\$1,500.00
James & Janice Cannon	\$3,000.00
John L. Tincler	\$750.00
Kenneth W. Simpson	\$750.00
Elizabeth Salisbury	\$750.00
Caitlin M. Gavaghan	\$600.00
Joann & John O'Brien	\$3,000.00
Gino Mariani	\$1,500.00
Margaret E. Doyle	\$750.00
John & Lisa Crowley	\$600.00
Michael J. Gorman	\$600.00
Total	\$25,200.00

or do or act anything in relation thereto.

Article 12. Local PEG Access Appropriation

Submitted by the Select Board

To see if the Town will vote to appropriate a sum of money from the Public, Educational, and Governmental (PEG) Access and Cable Related Fund to Medfield TV for the purpose of providing local cable access services, equipment, and programming for the Town of Medfield; or do or act anything in relation thereto.

Article 13. Route 27/Dale Street Traffic Mitigation Fund

Submitted by the Select Board

To see if the Town will vote to transfer the sum of \$98,567 from Free Cash to the Dale Street Traffic Mitigation Fund for the purpose of funding the Route 27/Dale Street Traffic Mitigation as required in the Medfield Zoning Board of Appeals Decision #1362 dated May 10, 2019; or do or act anything in relation thereto.

Article 14. Establish a Special Education Reserve Fund

Submitted by the School Committee

To see if the Town will vote to accept the provisions of Chapter 40, Section 13E of the Massachusetts General Laws to establish a Special Education Reserve Fund and vote to raise, appropriate, borrow, or transfer a sum of money from available funds into the “Special Education Reserve Fund” or do or act anything in relation thereto.

Article 15. Establish an Elementary School Tax Mitigation Stabilization Fund

Submitted by the Select Board/Warrant Committee/School Committee/School Building Committee

To see if the Town will vote to raise, appropriate, borrow, or transfer a sum of money from available funds into an “Elementary School Tax Mitigation Stabilization Fund” established hereby under MGL Chapter 40 Section 5B for the purpose of paying debt service payments for the excluded debt notes and/or bonds to be issued for the new Elementary School Project in order to reduce the need to raise these funds through the annual tax rate, or for any other lawful purpose; or do or act anything in relation thereto.

Article 16. Transfers to the Municipal Building Capital Stabilization Fund

Submitted by the Select Board

To see if the Town will vote to transfer a sum of money in unexpended appropriation funds, and the remaining balance, at June 30, 2024, of the FY2024 Emergency Repairs fund, to the Municipal Buildings Capital Stabilization Fund; or do or act anything in relation thereto.

Article 17. Capital Projects: Municipal Buildings

Submitted by the Capital Budget Committee

To see if the Town will vote to appropriate a sum of money and transfer said sum from the Municipal Building Capital Stabilization Fund created under Article 43 of the 2018 Annual

Town Meeting for the purposes and amounts as set out below; or do or act anything in relation thereto.

Article 18. Appropriation to the Capital Stabilization Fund

Submitted by the Select Board

To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum of money, into the designated “Capital Stabilization Fund;” or do or act anything in relation thereto.

Article 19. Capital Budget: Non-Buildings

Submitted by the Capital Budget Committee

To see if the Town will vote to appropriate a sum of money to pay costs of the capital projects described in the Warrant Report, including all costs incidental and related thereto; to determine whether this appropriation shall be raised by borrowing, taxes, transfers, grants and/or otherwise; or do or act anything in relation thereto.

Article 20. Elementary School Feasibility Study Funding

Submitted by the Select Board/School Committee/School Building Committee

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money to be expended under the direction of the School Building Committee for paying the costs of a feasibility study including but not limited to, an independent comprehensive school enrollment and capacity analysis, public outreach, obtaining soil borings, topographical studies, land surveys, wetlands surveys, preliminary site development plans, schematic designs, architectural and engineering designs, cost estimates, independent enrollment studies, construction alternatives, and any incidental or related services, for the addition and/or renovation to or replacement of the Dale Street Elementary School, located at 45 Adams Street, Medfield, MA 02052; or do or act anything in relation thereto.

Article 21. Prior Year Bills

Submitted by the Select Board

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money for the purpose of paying the prior year bills incurred in a prior fiscal year; or do or act anything in relation thereto.

Article 22. FY2025 Operating Budget

Submitted by the Select Board

To see if the Town will vote to raise and appropriate and/or transfer from available funds, sums of money requested by the Select Board or any other Town Officer, Board, Commission, or Committee to defray operating expenses of the Town for the fiscal year commencing July 1, 2024 or such other sums as the Town may determine, as required by Massachusetts General Laws, Chapter 41, Section 108; or do or act anything in relation thereto.

Article 23. FY2025 Water and Sewer Enterprise Fund Budget

Submitted by the Board of Water and Sewerage/Department of Public Works Director

To see if the Town will vote to raise, appropriate, or transfer from available funds the sum of money for the Water Enterprise Fund and the Sewer Enterprise Fund as follows; or do or act anything in relation thereto.

Article 24. Rescind Bond Authorization for Mount Nebo Water Tower

Submitted by the Select Board/Board of Water and Sewerage

To see if the Town will vote to rescind the \$645,000 portion of the \$850,000 borrowing authorization approved by the 2018 Annual Town Meeting (Article 35) to finance improvements to the Mount Nebo water tower that has not been used and that is no longer needed for such purpose; or to take any other action relative thereto; or do or act anything in relation thereto.

Article 25. Appropriate funds to the 375th Anniversary Fund

Submitted by the Select Board

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money for the celebration of the 375th anniversary of the Town's incorporation, and to establish a special fund in the town Treasury in which this appropriation shall be deposited, together with any and all sums received from contributions, the sale of commemorative items or from admission charges for commemorative ceremonies or events, for the purposes of celebration, as authorized by MGL Chapter 44, Section 531, or do or act anything in relation thereto.

Article 26. Appropriate funds to the Economic Vitality Fund

Submitted by the Select Board

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money for the purpose of making improvements to the economic vitality of the Town, or do or act anything in relation thereto.

Article 27. Pond Surveys

Submitted by the Conservation Commission

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money for the purpose of conducting a study related to the ponds under the care, custody, and control of the Conservation Commission, or do or act anything in relation thereto.

Article 28. Medfield State Hospital Maintenance and Security

Submitted by the Select Board

To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide a sum of money for the purpose of providing ongoing maintenance and security at the site of the former state hospital, or do or act anything in relation thereto.

GENERAL ARTICLES

Article 29. Town Charter Amendment: Moderator Term

Submitted by the Select Board

To see if the Town will vote to propose an amendment to the Town Charter, to be submitted to the voters at the next annual town meeting for the election of officers, for their approval pursuant to the Home Rule Procedures Act, G.L. Chapter 43B, Sections 10 and 11, as follows:

Section 2-4 Moderator and Deputy Moderator; election, appointing powers, terms, compensation

Amend the first sentence as follows:

Beginning with the 2026 annual election, the Moderator shall be elected for a term of three years and, upon election, shall preside over the Annual Town Meeting and any Special Town Meeting; or do or act anything in relation thereto.

Article 30. Dog Control Bylaw: Expanded dog leash requirement; exception for “Off-Leash” Areas

Submitted by the Select Board and Dog Control Bylaw Review Committee

To see if the Town will vote to amend the Code of the Town of Medfield Chapter 100 Animals Section 100-5 Restraint of Dogs by striking the last sentence and replacing it with the following:

No dog shall be permitted on any public place or street within the Town of Medfield unless it is effectively restrained by a chain or leash not more than ten feet in length; this prohibition shall not apply to posted “off-leash” areas, as provided in the next section.

and by adding a new Section 100-5a Restraint of Dogs in Off-Leash Areas:

A dog may be off-leash within the confines of a Town-designated and posted “off leash” area, if effectively under voice control of the animal’s owner or keeper, provided that the dog shall be and remain, at all times, within said person’s field of vision,

or do or act anything in relation thereto.

Article 31. Authorize disposition of Town Owned Land: Hinkley North

Submitted by the Select Board

To see if the Town will vote to authorize the Select Board to dispose of, by sale or ground lease, a parcel of Town-owned land shown as “parcel B” (Hinkley North) on a plan of land captioned “Approval Not Required (ANR) Survey Medfield Senior Center Medfield, Massachusetts” prepared by DiPrete Engineering, 990 Washington Street, Suite 101A, Dedham, MA 02026 dated June 26, 2018 and recorded at Norfolk County Registry of Deeds in Plan Book 672 at Page 75, containing 4.80 acres, according to said plan, together with a twenty foot wide access easement over, under, and through abutting land, as shown on said plan, to a private developer, pursuant to the provisions of G.L. Chapter 30B, Section 16, on such terms and conditions as the Select Board determine to be in Town’s interests, and, if deemed necessary or desirable, to authorize the Select Board to petition the General Court of the Commonwealth of Massachusetts to enact special legislation to authorize said disposition, and/or construction, or do or act anything in relation thereto.

ZONING ARTICLES

Article 32. MBTA COMMUNITIES ZONING DISTRICT

Submitted by Planning Board

TO BE ADDED AFTER PUBLIC HEARING ON MONDAY, APRIL 1ST

Article 33. Enforcement of Zoning Bylaw Violation(s) by Non-criminal Disposition

Submitted by the Select Board

To see if the Town will vote to amend the Code of the Town of Medfield Chapter 300 Zoning Section 300-14.7 Violations and Penalties, by adding a new Subparagraph C as follows:

C. In addition to the foregoing, a zoning bylaw violation may be addressed by non-criminal disposition, as provided in GL Chapter 40 Section 21D. For said purpose, the fine for each zoning bylaw violation shall be:

First Offense: \$100

Second Offense: \$200

Third and Subsequent Offenses: \$300

In the case of a continuing violation, each day shall constitute a separate offense. The Building Commissioner, Building Inspector(s), and their designee(s) shall each have the authority to enforce the provisions of this subparagraph,

or do or act anything in relation thereto.

Article 34. Substitution of “Select Board” and “Select Board Member” in Town Bylaws

Submitted by the Select Board

To see if the Town will vote to amend the Code of the Town of Medfield, Division 1: Bylaws, by substituting “Select Board” for “Board of Selectmen” or “Selectmen” and by substituting “Select Board Member” for “Selectman,” throughout all of Town’s bylaws, or do or act anything in relation thereto.

CITIZEN PETITIONS

Article 35. Citizen Petition: Sale of Property

Submitted by Citizen Petition

To see if the Town will vote to authorize the Select Board to sell or otherwise convey a portion of the property known as the Medfield State Hospital, that portion being as set forth on a sketch plan dated Jan. 7, 2024, and on file with the Town Clerk, which includes 120,483 square feet more or less, but no more than 126,000 square feet and no less than 115,000 square feet, including the buildings thereon contingent upon a final approval not required plan being endorsed by the Planning Board, and further contingent upon the sale not being in violation of the Town's Land Disposition Agreement along with an agreement by the purchasers of the Medfield State Hospital Property, Trinity Acquisitions, LLC and under such terms and conditions as the Select Board deem appropriate and in the best interest of the Town and to further authorize the Select Board to enter into any agreements and/or restrictions to effect said conveyance, or take any other action relative thereto.

Article 36. Free Cash

Submitted by the Board of Assessors

To see if the Town will authorize the Board of Assessors to use a sum of money from free cash in the Treasury for the reduction of the tax rate for the Fiscal Year 2025, or do or act anything in relation thereto.

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

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

Eileen M. Murphy /s/

Gustave H. Murby, Sr. /s/

Osler L. Peterson /s/

Select Board

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

Constable:

Date:

A TRUE COPY ATTEST:

Marion Bonoldi

Town Clerk

CONTRACT FOR SERVICES

TOWN: The Town of Hopkinton

TOWN'S REPRESENTATIVE: Elaine Lazarus

VENDOR: Medfield

PROJECT: MassCALL3 Part B

SITE: Town of Hopkinton

DATE: October 1, 2023 - June 30, 2024

BUDGET: \$9,996.00

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; (iii) the salary or hourly rate attached hereto as **Exhibit C**; (iv) the request for response attached hereto as **Exhibit D**; (v) the guidance document attached hereto as **Exhibit E**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

☒ [X] This Agreement constitutes a notice to proceed with services.

☐ [] Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

MINIMUM

INSURANCE: INSURANCE LIMITS

General Liability (Bodily Injury & Property Damage): \$1,000,000.00 General Liability – Aggregate: \$3,000,000.00 Worker's Compensation: \$ (as required by law) Builder's Risk Property Coverage: \$ (completed value) Property Coverage (Materials in Transit) \$ (value of materials) Automobile Liability: \$1,000,000.00 Umbrella Liability: \$2,000,000.00 Umbrella Liability – Aggregate: \$2,000,000.00 Professional Liability (Errors & Omissions): \$2,000,000.00 Professional Liability – Aggregate: \$2,000,000.00

COMPLETION DATE:

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C	D	E
Attached	[X]	[X]	[X]	[X]	[X]
Not Attached	[]	[]	[]	[]	[]

TOWN: Hopkinton _____

By: Elaine Lazarus

Title: Interim Town Manager

Date Signed: _____

VENDOR: Municipality Name _____

By: _____

Title: _____

Date Signed: _____

Approved as to availability of funds:

By: Cindy Johnston

Title: Town Accountant

Date Signed: _____

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

- a. Charges for Services: Billing and Payment: Payments shall be made to the Vendor for Services ordered on a Proposal or used by the Town on a per-use basis in accordance with the **Rate Schedules** attached hereto as **Exhibit C**.
- b. No Compensation for Certain Services: The Vendor shall not be compensated for any services made necessary by the fault or negligence of the Vendor
- c. Subject to Appropriation: The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall

be terminated immediately without liability of the Town of damages, lost profits, penalties, or other changes arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability

insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.

- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be canceled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is canceled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

Any Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.

b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.

c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.

d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the

Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.

- i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.
- k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

- a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.
- c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

Exhibit B

SCOPE OF SERVICES

Scope of Services:

- Make fully available any relevant youth health data collected and maintained prior to and over the life of the grant program through the school district/municipal/other community stakeholders for the purposes of informing and supporting strategic planning, monitoring, and evaluation of grant related activities;
- In the absence of the availability of current youth health data, commit to the appropriate use of mutually agreed upon proxy measures to represent community needs throughout the strategic planning process.
- Commit to consistent representation of municipal level leadership in the strategic planning process required of all grant recipients.
- Commit to appropriate ongoing representation in relevant grant funded strategies and activities over the life of the grant term.
- Commit to engaging additional local stakeholders as needed/relevant to the strategic planning process and funded strategies and activities over the life of the grant term.
- Commit to supporting collection and delivery of all required grant deliverables to the lead grantee for the named municipality.

Exhibit C

PRICING SCHEDULE

The Town shall pay the vendor for services under this agreement a total not to exceed \$9,996.00 per fiscal year ending June 30, 2024. Payments will be made in response to reports the Vendor shall submit monthly to include a detailed invoice to the Town describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the month (not to exceed 17 hours per month), the hours worked by employee, and the hourly rate (\$49.00) charged for that work.

Exhibit D

REQUEST FOR RESPONSE

[Request for Response \(RFR\)](#)

Document Title: Massachusetts Collaborative for Action, Leadership, and Learning 3 (MassCALL3) Substance Misuse Prevention Grant Program

COMMBUYS BID Number: BD-21-1031-BSAS0-BSA01-54407

DPH RFR Document Number: 220129

August 28, 2020

Exhibit E

GUIDANCE DOCUMENT

[MassCALL3–Part B: Comprehensive Implementation Guidance Document](#)

Developed by Prevention Solutions@EDC in collaboration with the Center for Strategic Prevention Support and Social Science Research and Evaluation, with funding from the Massachusetts Department of

Public Health, Bureau of Substance Addiction Services

August 2021



March 19, 2024

Maria De La Fuente
Town of Medfield
459 Main Street
Medfield, MA 02052

RE: 40B Technical Assistance—441 Main Street, Medfield

Dear Ms. De La Fuente:

I have enclosed the town's award letter and a copy of the agreement between MHP and 40B consultant for the project referenced above.

Also enclosed is the award supplement. Please have it signed and then email a copy to me and keep a second copy for your records.

Contact me at any time with questions or concerns at emcgurren@mhp.net or 857-317-8517.

Sincerely,

Emma McGurren
Emma McGurren (Mar 19, 2024 10:52 EDT)

Emma McGurren
Program Coordinator
Community Assistance



March 19, 2024

Osler Peterson
Chair, Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

John J. McNicholas
Chair, Zoning Board of Appeals
Town of Medfield
459 Main Street
Medfield, MA 02052

PROJECT NAME: 441 Main Street

Dear Mr. Peterson and Mr. McNicholas:

I am pleased to inform you that the Massachusetts Housing Partnership ("MHP") has approved the application of the Town of Medfield for up to **\$10,000** under the 40B Technical Assistance Grant program. This award is provided to the Zoning Boards of Appeal and will be used to pay for the consulting services of **Paul Haverly** to assist with the review of **441 Main Street**.

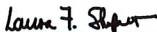
MHP's 40B Technical Assistance Grant program supports Zoning Boards of Appeal in reviewing applications for Chapter 40B Comprehensive Permits. Technical assistance is provided by qualified third-party professionals who are pre-approved by MHP. Consultants are hired to advise the ZBA and review technical reports submitted as part of a comprehensive permit application. The Ch. 40B technical assistance award is available for **12 months** from the date of this letter. Repayment of these funds is not expected.

MHP will contract with the Program Consultant who will render services directly to the Town and shall be required to submit invoices to MHP, with a copy to the Town. MHP will make payment directly to the Program Consultant upon confirmation by the Town that the services were rendered and were deemed satisfactory.

As part of 40B Technical Assistance Grant program, an MHP evaluation form will be mailed to the municipality at the time the ZBA issues a decision for the project. It is the municipality's responsibility to notify MHP in a timely manner of the issuance of the decision.

MHP is pleased to offer support to this proposal. **Please indicate your acceptance of this technical assistance by signing the attached copies of the supplement and return one to Emma McGurren by email at emcgurren@mhp.net.**

Sincerely,


Laura Shufelt (Mar 19, 2024 12:15 EDT)

Laura Shufelt
Director of Community Assistance

CC: Maria De La Fuente, Director of Land Use



ATTACHMENT A:
PROJECT NAME:

Award Letter Supplement
441 Main Street, Medfield

MHP provides the following supplement to Zoning Boards of Appeal for use of the 40B Technical Assistance funds. If you should have questions please don't hesitate to contact MHP staff about your award, disbursement procedures or your consultant's technical assistance scope.

Use of Technical Assistance (TA) Funds

TA funds are to be used only for the engagement of an MHP 40B consultant to assist the ZBA in responding to the proposed project. MHP's technical assistance funds may not be used for services that are typically the financial responsibility of the developer, such as Peer Review of engineering, traffic, architecture and other technical issues. Legal costs for municipal counsel and mediation are not within the scope of our services.

Scope of Services for MHP 40B Consultants

Ideally consultants are engaged early enough in the review process to provide a training and education session to ZBA members, city boards and other interested citizens about the Ch. 40B process and proposal review.

Responding to the Developer's Proposal

Consultant services may include, but are not limited to the following:

- 1) Educating the Town boards about the comprehensive permit process as needed;
- 2) In conjunction with the Town, reviewing the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise
- 3) Assisting the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies;
- 4) Facilitating productive discussion between the Town and the developer about the proposed development. Assisting the Town with negotiations as appropriate;
- 5) Advising Zoning Board of Appeals as needed.

Municipality's Responsibilities

Responsibilities of the municipality include:

- 1) Keeping MHP informed of any unusual delays in the decision schedule.
- 2) Notifying MHP, in a timely manner, of final decisions and/or permit issuance.

Billing Procedure

MHP prepares the contract for 40B technical assistance. MHP pays the consultant directly upon verbal or written authorization from the applicant for each invoice submitted.

AGREED AND ACCEPTED BY:

By: _____
Osler Peterson, Chair of BOS

By: _____
John J. McNicholas, Chair, ZBA

Date: _____
Hereunto duly authorized

Date: _____
Hereunto duly authorized



Consultant: Blatman, Bobrowski, Haverty & Silverstein, LLC – Paul Haverty
Project Name: 40B technical assistance-441 Main Street, Medfield
Project ID: VR_000005
Amount: \$10,000
Commencement Date: March 11, 2024
Completion Date: March 11, 2025
PO No.: PO-00470

CONTRACT FOR SERVICES

This Contract for Services (“Contract”) is made as of this 11th day of March 2024 by and between the Massachusetts Housing Partnership Fund Board, a body politic and corporate having its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 (“MHP”), and Blatman Bobrowski, Haverty & Silverstein, LLC, a limited liability company with a principal place of business at 9 Damonmill Square, Suite 4A4, Concord, Massachusetts 01742 (“Contractor”).

1. Services.

Contractor agrees to provide timely the services described in Schedule A to this Contract (the “Services”). Contractor warrants that the Services will be consistent with generally accepted business practice in Contractor’s area of expertise. Also, Contractor agrees that the Services will be completed on or before March 11, 2025 unless otherwise agreed in a writing signed by Contractor and MHP.

2. Compensation.

In full consideration for Contractor providing the Services and performing all Contractor’s other obligations under this Contract, MHP agrees to pay the compensation described in Schedule B to this Contract (the “Compensation”). The maximum total amount paid to Contractor for providing the Services will be ten thousand dollars (\$10,000) unless otherwise agreed in a writing signed by Contractor and MHP.

To the extent that Contractor is or may be deemed to be a state employee as defined in the conflict of interest law, Massachusetts General Law, Chapter 268A and the regulations promulgated thereunder, MHP shall require, as a condition to payment hereunder, the submission of a current Certificate of Completion of the on-line training course offered by the State Ethics Commission.

3. Termination.

Either party may terminate this Contract upon seven (7) days prior written notice to the other party. In the event of an unforeseen public emergency mandating immediate action, MHP may terminate this Contract without cause and without penalty upon immediate written notification to Contractor.

Upon termination of this Contract, Contractor will promptly submit to MHP a final invoice for work performed up to the effective date of termination.

Further, immediately upon any termination of this Contract or other termination of Contractor’s right to possess and/or use Confidential Information (as defined in Section 5 herein), Contractor shall turn over to MHP (or destroy and certify the same in writing, if requested in writing by MHP) all disks,

tapes, drawings, notes, memoranda, specifications, devices, documents, or any other tangible or intangible embodiments of any Confidential Information, as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, documents, tapes, electronic records, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) and shall deliver to MHP all finished or unfinished documents, work product, data, studies and reports, and all other property, prepared or purchased by Contractor in the course of performing the Services.

4. Independent Contractor.

a. The parties intend and agree that Contractor and any subcontractor ("personnel") hired by Contractor are independent contractors and not employees or agents of MHP. Subject to the terms and conditions of this Contract, Contractor alone will control the manner and means by which the Services are provided to MHP. As neither Contractor nor its personnel hired are MHP's employees, MHP will not take any action or provide Contractor or its personnel with any benefits or commitments, including, without limitation, withholding of FICA (social security) from Contractor's payments; making state or federal unemployment insurance contributions on behalf of Contractor or its personnel; withholding of state and federal income tax from payments to Contractor; making disability insurance contributions on behalf of Contractor or its personnel; and obtaining worker's compensation insurance on behalf of Contractor or its personnel.

b. Contractor shall bear sole responsibility for payment of compensation to its personnel, including, if applicable, state and federal tax withholding, social security taxes, unemployment insurance, health or disability insurance, retirement benefits or other welfare or pension benefits, if any, to which such personnel may be entitled. Contractor agrees to defend, indemnify and hold MHP, its officers, directors, agents and employees and the administrators of MHP's benefits plans, harmless from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance and benefit matters.

c. Contractor shall obtain and maintain in effect written agreements with personnel who participate in or perform any of the Services. Such agreements shall contain terms sufficient for Contractor to comply with all provisions of this Contract, and shall confirm that such personnel shall have no status as employees of MHP and claim under any MHP benefit plan, and shall ensure that such personnel have read and agreed to abide by the terms of this Contract, including, without limitation, paragraph 5.

5. Proprietary/Confidential Information.

Contractor agrees that any inventions, discoveries or improvements made, developed or conceived by Contractor during the performance of the Services will be the exclusive property of MHP, and Contractor will have no right, title or interest in any such proprietary information.

Contractor also agrees that Contractor will not disclose any "Confidential Information" as defined below in Section 5a, and will take reasonable steps to prevent the disclosure of Confidential Information by employees and agents of Contractor.

Contractor shall comply with M.G.L. c. 66A (fair information practices) if Contractor has access to personal information, as defined in M.G.L. c. 93H, or personal data, as defined in M.G.L. c. 66A and shall comply in all respects with the Contractor Certification attached hereto and made a part hereof.

a. **CONFIDENTIAL INFORMATION.** Confidential Information shall mean information that (i) is disclosed in writing or other tangible form to one party by the other party or by a person having an obligation of confidence to such party and is designated in such writing or tangible form as confidential or proprietary (or, if disclosure is made orally, is designated as confidential by the person disclosing the information or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential); (ii) is not generally known in the relevant industry or industry segment; and (iii) affords possessors of the information a commercial or business advantage over others who do not have the information; and (iv) to the extent not included in (i)-(iii) hereof, is information deemed confidential, described in Section 5b below.

Further, without granting by implication any rights with respect to any particular item of Confidential Information, the following also shall be deemed conclusively to be Confidential Information: (i) any data, information, documents, flow charts, logic diagrams, relating to the Confidential Information; and (ii) any accounting, financial or statistical data or information, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data or the like, not generally known to the public.

b. **INFORMATION DEEMED CONFIDENTIAL.** Without limiting the provisions of the preceding paragraphs and whether or not otherwise meeting the criteria described therein, any and all documents, data, financial statements, or other information containing the identity of and/or pertaining to MHP borrowers or customers ("MHP Customers") and any and all financial information pertaining to MHP Customers as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) shall be deemed conclusively to be Confidential Information.

c. **SECURITY OF CONFIDENTIAL INFORMATION.** Contractor will maintain all such Confidential Information under secure conditions, using reasonable security procedures, practices and measures appropriate to the nature of the Confidential Information, and in any event not less than the same security procedures used by Contractor for the protection of its own Confidential Information of a similar kind, to protect Confidential Information from unauthorized access, destruction, use, modification or disclosure.

d. **NON-DISCLOSURE OBLIGATION.** Except as otherwise may be permitted by this Contract, Contractor shall not disclose any Confidential Information to any third party without the express prior written consent of MHP provided, however, that Contractor may disclose appropriate portions of Confidential Information to those of its personnel who have a substantial need to know the specific information in question in connection with Contractor exercise of rights or performance of obligations under this Contract so long as all such personnel have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Contract.

e. **COMPELLED DISCLOSURE.** If Contractor is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then Contractor will not be liable for disclosure of Confidential Information required by such order if Contractor complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then Contractor shall move for or otherwise request a stay of such order to permit MHP to respond as set forth in this paragraph; (ii) Contractor immediately notifies MHP of the motion or order by the most expeditious possible means; and (iii) Contractor shall join or agree to (and in any case shall not oppose) a motion or similar request by MHP for an order protecting the confidentiality of

the Confidential Information, including joining or agreeing to (and in any case not opposing) a motion for leave to intervene by MHP.

f. **COPYING OF CONFIDENTIAL INFORMATION.** Except as otherwise may be permitted by this Contract, Contractor shall not use, copy, duplicate, compile, disassemble, record, or otherwise reproduce any part of any Confidential Information, nor attempt to do any of the foregoing, without the prior written consent of MHP. Any tangible embodiments of Confidential Information that may be generated, either pursuant to or in violation of this Contract, will be deemed to be the sole property of MHP and fully subject to the obligations of confidence set forth herein.

g. **REPORTS OF MISAPPROPRIATION/UNAUTHORIZED DISCLOSURE/SECURITY BREACH.** Contractor shall immediately report to MHP any attempt by any person of which Contractor has knowledge or becomes aware to use, disclose or copy Confidential Information without authorization by MHP and the nature, circumstances and details of any such attempts and incidents, including at a minimum, the nature of the breach of security or unauthorized acquisition or use of Confidential Information; the number of individuals affected (if applicable); actions taken to address the security issues; measures taken to prevent similar security issues; and contact information for an individual at Contractor concerning the security issue.

6. Ownership of Work Product.

All Contractor's interim and final work product, including but not limited to all reports or other documents prepared pursuant to this Contract, shall be forwarded upon completion to MHP and shall become the exclusive property of MHP. MHP may duplicate, reproduce, publish, and distribute materials prepared pursuant to this Contract without providing additional compensation to Contractor.

7. Assignment / Delegation.

This Contract may not be assigned by Contractor without the prior written approval of MHP. The Services may not be subcontracted or delegated in whole or in part to any other person or entity without the prior written approval of MHP.

8. State Contract Certifications.

Contractor certifies, acknowledges and agrees that it shall observe and at all times material hereto be in compliance with the Contractor Certification annexed hereto and made a part hereof, and that Contractor's representations and covenant concerning observance and compliance with the contents of the Contractor Certification shall be re-acknowledged and confirmed without further action on the part of the Contractor in connection with each and every future contract for goods and/or services, consulting contract, services contract, and memorandum of understanding between Contractor and MHP.

9. Indemnification.

Contractor will indemnify and hold harmless MHP, including its officers, agents and employees, against any and all claims, liabilities, losses, damages, costs and expenses that MHP may sustain or incur in connection with this Contract or arising out of the Services, including, but not limited to, the negligent, reckless or intentional conduct of Contractor or Contractor's agents or employees.

10. Miscellaneous.

This Contract contains the entire agreement of the parties and may not be modified except by agreement in writing signed by the parties. If any portion of this Contract is found to be unenforceable, the remaining portions of this Contract will continue to be enforced to the fullest extent permitted by law. Time is of the essence of this Contract. Any notice required or permitted to be given under this Contract will be deemed to have been given if in writing and delivered by hand or sent certified mail, postage prepaid, to the party at the address set forth above. This Contract will be governed by the laws of the Commonwealth of Massachusetts.

Signatures next page

IN WITNESS WHEREOF, the parties have entered into this Contract under seal as of the date set forth above.

MASSACHUSETTS HOUSING
PARTNERSHIP FUND BOARD

BLATMAN, BOBROWSKI,
HAVERTY & SILVERSTEIN, LLC

By: _____
Laura Shufelt
Director of Community Assistance

By: _____
Paul Haverty, Esq.
Partner
Hereunto duly authorized

Approved as to form:	_____	_____
	Legal Counsel	Date
Approved as to funds:	_____	_____
	Chief Financial & Administrative Officer	Date

Contractor's Tel. No. _____

Contractor's Fax No. _____

Contractor's Tax ID No. _____

Contractor is a minority business enterprise/sole proprietor ____

Contractor is a women's business enterprise/sole proprietor ____

Contractor is a MA Supplier Diversity Office (SDO) certified minority business enterprise ____

Contractor is a MA Supplier Diversity Office (SDO) certified women's business enterprise ____

CONTRACTOR CERTIFICATION

In connection with the engagement of Blatman, Bobrowski, Haverty & Silverstein, LLC ("Contractor") a consultant for the Massachusetts Housing Partnership Fund Board, its successors and assigns, ("MHP") with regard to 441 Main Street—Medfield, Contractor hereby certifies to MHP, under the pains and penalties of perjury, as follows:

The Contractor is qualified to perform the engagement and possesses, or shall obtain, all requisite licenses and permits to complete performance under the engagement; the Contractor is in compliance with all federal and state tax laws, including M.G.L. c. 62C, sec. 49A; pursuant to M.G.L. c. 151A, sec. 19A and M.G.L. 152, the Contractor will comply with all laws and regulations relating to payments to the Employment Security System and required workers' compensation insurance policies; if consistent with accepted business practice in the area of the Contractor's expertise, the Contractor will carry professional and personal liability insurance sufficient to cover its performance under this engagement; the Contractor will comply with all relevant prevailing wage rate and employment laws; the Contractor is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00, and the Contractor is either a "qualified employer" (the Contractor has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements) or an "exempt employer"; pursuant to M.G.L. c. 156B, sec. 109 (business corporations), c. 180, sec. 26A (non-profit corporations), and c. 12, sec. 8F (public charities), if applicable, the Contractor has filed all required certificates and reports with the Secretary of State and the Attorney General's Office; the Contractor is not currently debarred or suspended by the federal government or the State under any law or regulation, including Executive Order 147, M.G.L. c. 29, sec. 29F and M.G.L. c. 152, sec. 25C; the Contractor will comply with Executive Orders 130 (anti-boycott covenant), 346 (privatization and hiring state employees), M.G.L. c. 268A (the Conflict of Interest Law), M.G.L. c. 7, sec. 22C (companies with offices in Northern Ireland). Pursuant to Executive Order 481, that the Contractor shall not knowingly use undocumented workers in connection with the performance of this engagement; that pursuant to federal requirements, Contractor shall verify the immigration status of all workers assigned to such engagement without engaging in unlawful discrimination and that the Contractor shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of the engagement may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

For all contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies available at www.mass.gov/ITD under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under the engagement, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies;

- (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;
- (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;
- (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;
- (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Agreement, and any breach of these terms may be regarded as a material breach of this Agreement;
- (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of the engagement, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

BLATMAN, BOBROWSKI HAVERTY & SILVERSTEIN, LLC

By: _____

Name: _____

Its: _____

Date: _____

Hereunto duly authorized

This certification may be signed and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

Schedule A
Services

Contractor agrees to provide and oversee the following services:

1. Educate the Town of Medfield ("Town") boards about the comprehensive permit process as needed.
2. In conjunction with the Town, review the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise.
3. Assist the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies.
4. Facilitate productive discussion between the Town and the developer about the proposed development. Assist the Town with negotiations as appropriate.
5. Advise Zoning Board of Appeals as needed.

Schedule B **Compensation**

Contractor shall bill MHP for Services at a rate of **\$200 per hour and 50% of the specified billing rate (and no mileage) for travel.** Maximum contract amount is \$10,000

Contractor estimates they will spend **50** hours working on the project. Contractor will bill for hours worked after each phase of the project is complete. Contractor will bill only for actual hours worked. Contractor will not bill in excess of the billing limit of \$10,000 without prior agreement.

If it appears that the actual number of hours necessary to complete the Services is in excess of the contract amount, Contractor will notify MHP and the Town/ZBA in a timely manner. It is MHP's expectation that any costs above the contract amount will be negotiated with, and paid for by, the town. In extraordinary cases MHP may consider increasing the contract amount and will consult with the Town/ZBA and Contractor in determining its decision.

*The Commonwealth of Massachusetts is committed to providing citizens with open and transparent government. The legislature passed and the governor signed into law new transparency and accountability reforms as part of the FY 2011 Budget. CTHRU provides the public with easily accessible and understandable information to State Government spending. From the CTHRU website individuals can search details of state spending, see payroll and pension information and identify vendor payments. As a consultant to MHP, your company name and the amount you have been paid will be posted on CTHRU.

Informational



March 22, 2024

Medfield Select Board
Medfield Town House
459 Main Street
Medfield, MA 02052

Dear Members of the Medfield Select Board,

I hope this letter finds you well. I am writing to bring to your attention the critical importance of the Town of Medfield's compliance with the MBTA Communities Act and the impact that this has on the Medfield State Hospital (MSH) campus redevelopment project. As you are aware, the MSH project represents a culmination of 25 years of comprehensive town planning efforts, which could be undermined if the Town falls out of compliance with the Act.

As you know, Trinity Financial's proposed development project achieved near-unanimous approval at Town Meeting, evidencing widespread community support. Subsequently, the development team has advanced design, engaged in permitting at the state and local level, and supported the Town in the 2023 funding application in the OneStop for Growth program for public infrastructure and hazardous materials remediation. To date, the Town has received two grant awards of nearly \$5 million from the MassWorks (renamed HousingWorks) and Underutilized Properties Programs. As such, the project has the support of the Healey-Driscoll Administration and the most momentum since the Town started the development process over two decades ago.

Our team is optimistic about the project and is looking forward to 2024. This year we intend to further our local and state permitting, submit additional applications for infrastructure and remediation funding, and receive Part II approval from the National Park Service and the Massachusetts Historical Commission. Finally, we will hopefully (fingers crossed!) receive our first allocation of state historic tax credits – a critical financial milestone for the project.

However, this momentum will be undermined if the Town of Medfield falls out of compliance with the MBTA Communities Act. I would like to emphasize several key points regarding the previous efforts and the current status of the project:

- **Community Efforts:** The Town of Medfield has devoted 25+ years and considerable resources towards planning the redevelopment of the MSH campus, recognizing its importance to the community. Trinity's vision is to execute on this plan to save the historic buildings and reinvigorate the campus.
- **Funding Sources:** At the time of its RFP submission, Trinity identified the MassWorks Infrastructure Program as a critical source of funding for the necessary public infrastructure, including the upgrading and replacement of roadways and utilities.
- **Community Impact:** The successful redevelopment of the MSH site will remediate an underutilized site and provide benefits to the new and current residents of Medfield. Notably, the 334 mixed-income units proposed in the Project will bring Medfield above the 10% threshold of the Subsidized Housing Inventory (SHI), thereby placing the town in Safe Harbor from potential future 40B projects.



- Tax Revenue: The project is projected to contribute to the local tax base for the first time and generate up to \$675,000 in net new annual tax revenue for the Town of Medfield.

If the MBTA Communities Zoning does not pass on May 6th, Trinity's project will no longer be financially viable due to the exclusion of state resources for public infrastructure and hazardous materials remediation.

- Financial Viability: Failure to meet compliance jeopardizes the project's financial viability. The Town would be ineligible for the remaining \$25.5 million needed for public roadways and subsurface utilities financing, as well as \$19.5 million in hazardous material remediation financing. This would impede progress and leave the Town with a \$20 million liability for hazardous materials, while the buildings continue to degrade – posing health and safety risks to the greater community.
- Additional Housing Development: Non-compliance would also subject the Town to potential future 40B developments, as Medfield is currently under the 10% SHI threshold, further exacerbating housing concerns and community planning efforts.
- Revenue Loss: In addition to the aforementioned financial implications, the Town would forfeit up to \$675,000 in annual tax revenue from the MSH project. Furthermore, the Town would become ineligible for \$10 million in annual operating subsidies from Commonwealth grants.

Given these implications, it is imperative that the Town prioritizes compliance with the state housing law requirements and continues to work diligently towards the successful redevelopment of the MSH campus. I urge the Medfield Select Board to remain steadfast in its commitment to this endeavor and to leverage all available resources to ensure its success.

Thank you for your attention to this matter. We remain steadfast in our work and commitment to the success of the MSH redevelopment and its positive impact on the community.

Sincerely,

A large, handwritten signature in black ink that reads "Abby Goldenfarb".

Abby Goldenfarb