



Select Board Meeting
Meeting Packet
April 9, 2024



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 REPORT

Article 1. Annual Town Report

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.

FINANCIAL ARTICLES

Article 4. 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 5. 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 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 \$3,000 from Free Cash into the Electric Vehicle (EV) Charging Station Fund;

K. Electric Vehicle (EV) Fund Charging Station 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 6. 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 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 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 Parks and Recreation Director.
- (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 7. 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 M, 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. Council on Aging (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 and and Council on Aging Director
- (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 8. 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 9. 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:

<u>Section</u>		<u>Amount</u>
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	Council on Aging Revolving Fund	\$50,000
M	Parks and Recreation Revolving Fund	\$1,000,000

or do or act anything in relation thereto.

Article 10. 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 11. Local PEG Access Appropriation

Submitted by the Select Board

To see if the Town will vote to appropriate \$292,272.41 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 12. 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 certified Free Cash to the Route 27/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 13. 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” and to see if the Town will dedicate all of the revenue received by the School District for Medicare Reimbursements, effective for fiscal year 2026 beginning July 1, 2025 until said time as the fund has reached two percent of annual net school spending, or do or act anything in relation thereto.

Article 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. Appropriate funds to the 375th Anniversary Trust 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 to the 375th Anniversary Trust Fund; or do or act anything in relation thereto.

Article 25. 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 26. 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 27. 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 Medfield State Hospital; or do or act anything in relation thereto.

GENERAL ARTICLES

Article 28. 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 29. Dog Control Bylaw: Expanded dog leash requirement; exception for “Off-Leash” Areas

Submitted by the Select Board/Dog Control Bylaw Review Committee

To see if the Town will vote to amend the Code of the Town of Medfield Chapter 100 Animals as follows (**bold language** is new; ~~strike out language~~ is deletion)

§ 100-5. Restraint of dogs.

Any persons owning or harboring a dog shall not suffer or allow it to run at large in any of the streets or public ways, or places in the Town of Medfield, or upon the premises of anyone other than the owner or keeper, unless the owner or occupant of such premises grants permission. No dog shall be permitted in any public place or street within the Town of Medfield unless it is effectively restrained by a chain or leash **not more than seven (7) feet in length; or is attended by a person able to properly control its actions**. ~~this prohibition shall not apply to posted “off-leash” areas that are listed on the Town’s website.~~

§ 100-5a. Maximum number of dogs per Walker

Maximum number of dogs per walker is five (5) when in any public place or street within the Town of Medfield. Each dog must be restrained by a leash or chain not more than seven (7) feet in length.

§ 100-5b. Off Leash requirements

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 *walker* provided that the dog shall be and remain, at all times, within said person’s field of vision.

§ 100-10. Definitions

As used in this Bylaw, the following terms shall have the meanings indicated:

AT LARGE

A dog ~~which is unaccompanied by a person able to properly control its actions or unrestrained by a leash or chain.~~

or do or act anything in relation thereto.

Article 30. 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 31. MBTA COMMUNITIES ZONING DISTRICT

Submitted by Planning Board

To see if the Town will vote to amend the General Code of Medfield, Chapter 300: Zoning, as follows:

AMEND §300-2.1. Word usage, terms defined by adding the following text to the existing list of definitions, in the appropriate alphabetical order:

1. **APPLICANT** – A person, business, or organization that applies for a building permit, Site Plan Review, Special Permit, variance, or an appeal from the Building Commissioner’s determination.
2. **AS OF RIGHT** – Development that may proceed under the Zoning in place at time of application without the need for a special permit, variance, zoning amendment, waiver, other discretionary zoning approval, but may be subject to Site Plan Review, if applicable.
3. **BUILDING COVERAGE** – The maximum area of the lot that can be attributed to the footprint of the buildings (principal and accessory) on that lot. Building Coverage does not include surface parking.
4. **OPEN SPACE** – Contiguous undeveloped land within a parcel boundary.
5. **PARKING, STRUCTURED** – A structure in which vehicle parking is accommodated on multiple stories; a vehicle parking area that is underneath all or part of any story of a structure; or a vehicle parking area that is not underneath a structure, but is entirely covered, and has a parking surface at least eight feet below grade. Structured Parking does not include surface parking or carports, including solar carports.

6. PARKING, SURFACE – One or more parking spaces without a built structure above the space. A solar panel designed to be installed above a surface parking space does not count as a built structure for the purposes of this definition.

AMEND §300-3.1.B. by adding the following text:

Full Name	Abbreviation
MBTA Communities Multifamily Overlay District	MCMOD

Add a new Article 21: MBTA Communities Multi-family Overlay District, as follows:

§300-21.1. Purposes.

The purpose of the MBTA Communities Multi-family Overlay District (MCMOD) is to allow multi-family housing as of right in accordance with Section 3A of the Zoning Act (Massachusetts General Laws Chapter 40A). This zoning provides for as of right multi-family housing to accomplish the following purposes:

- A. Encourage the production of a variety of housing sizes and types to provide equal access to new housing throughout the community for people with a variety of needs and income levels.
- B. Support a vibrant, walkable town center by encouraging an appropriate mix and intensity of uses to support an active public space that provides equal access to housing, jobs, gathering spaces, recreational opportunities, goods, and services.
- C. Locate housing within walking distance of downtown to promote public health, reduce the number of vehicular miles traveled, support economic development, and meet community-based environmental goals, including reducing greenhouse gases and improving air quality.
- D. Preserve open space in a community by locating new housing within or adjacent to existing developed areas and infrastructure.
- E. Support public investment in public transit and pedestrian- and bike-friendly infrastructure.
- F. Increase the municipal tax base through private investment in new residential developments.

§300-21.2. Establishment and Applicability.

This MCMOD is an overlay district having a land area of approximately 51.4 acres in size that is superimposed over the underlying zoning district (s) and is shown on the Zoning Map, Medfield Massachusetts, dated January 30, 2002, as amended on May 6, 2024:

- A. **Applicability of MCMOD.** An applicant may develop multi-family housing located within a MCMOD in accordance with the provisions of this Article 21.
- B. **Underlying Zoning.** The MCMOD is an overlay district superimposed on underlying zoning districts. The regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the respective underlying zoning district(s) shall remain in full force, except for uses allowed as of right in the MCMOD, which shall be

regulated by this Article 21.

C. Sub-districts. The MCMOD contains the following three sub-districts, all of which are shown on the MCMOD Boundary Map, dated May 6, 2024. The MCMOD Map is hereby made a part of the Zoning Bylaw, referenced as 300 Attachment 5, and is on file in the office Town Clerk and the office of the Planning Board:

- (1) The Parc
- (2) Downtown Core
- (3) Maple and Pleasant Area

§300-21.3. Definitions.

AFFORDABLE HOUSING UNIT – A multi-family housing unit that is subject to a use restriction recorded in its chain of title limiting the sale price or rent or limiting occupancy to an individual or household of a specified income, or both.

AFFORDABLE HOUSING – Housing that contains Affordable Housing Units as defined by this Article 21.

AREA MEDIAN INCOME (AMI) – The median family income for the metropolitan statistical region that includes the Town] of Medfield as defined by the U.S. Department of Housing and Urban Development (HUD).

COMPLIANCE GUIDELINES – *Compliance Guidelines for Multi-Family Zoning Districts Under Section 3A of the Zoning Act*, written by the Massachusetts Executive Office of Housing and Livable Communities, dated August 10, 2022 and as revised on August 17, 2023, and as amended.

DEVELOPMENT STANDARDS – Provisions of §300-21.7. General Development Standards made applicable to projects within the MCMOD.

EOHLC – The Massachusetts Executive Office of Housing and Livable Communities.

LOT – An area of land with definite boundaries that is used or available for use as the site of a building or buildings.

MULTI-FAMILY HOUSING – A building with three or more residential dwelling units or two or more buildings on the same lot with more than one residential dwelling unit in each building.

RESIDENTIAL DWELLING UNIT – A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

SECTION 3A – Section 3A of the Zoning Act, M.G.L. Ch. 40A.

SITE PLAN REVIEW AUTHORITY – The Medfield Planning Board is the Site Plan Review Authority.

SUB-DISTRICT – An area within the MCMOD that is geographically smaller than the MCMOD district and differentiated from the rest of the district by use, dimensional standards, or development standards.

SUBSIDIZED HOUSING INVENTORY (SHI) – A list of qualified Affordable Housing Units maintained by EOHLC used to measure a community's stock of low-or moderate-income housing for the purposes of M.G.L. Chapter 40B, the Comprehensive Permit Law.

SUBSTANTIAL REHABILITATION – To cause alterations or repairs to be made, to a structure or structures costing in excess of 50 percent of the assessed value of the structure(s) for property tax purposes. Assessed value of a structure or structures shall be based on the assessed value as recorded on the assessment rolls of the Town of Medfield as of the first of January preceding the date of the application for site plan approval.

§300-21.4. Permitted Uses.

- A. Uses Permitted As of Right.** The following uses are permitted as of right within the MCMOD.
 - (1) Multi-family housing.
- B. Accessory Uses.** The following uses are considered accessory as of right to any of the permitted uses in **§300-21.4.A.**
 - (1) Parking, including surface parking and parking within a structure such as an above ground or underground parking garage or other building on the same lot as the principal use.

§300-21.5. Dimensional Standards.

- A. Table of Area Regulations.** Notwithstanding anything to the contrary in this Zoning, the area regulations applicable in the MCMOD are as follows:

Standard	The PARC	Downtown Core	Maple and Pleasant Area
Area (square feet)	40,000	10,000	30,000
Frontage (feet)	200	See §300-6.2R.	200
Yards (feet)			
Front	25	See §300-6.2S.	20
Side	25	See §300-6.2Q.	12
Rear	25	See §300-6.2Q.	30
Open Space %	35	10	65

B. Table of Height and Bulk Regulations: Notwithstanding anything to the contrary in this Zoning, the height and bulk regulations applicable in the MCMOD are as follows:

Standard	The PARC	Downtown Core	Maple and Pleasant Area
Maximum Height (feet)	35	35	35
Permitted height (stories)	3	3	2.5
Maximum Floor Area Ratio, including Accessory Buildings	0.50	0.75	0.35
Maximum Lot Coverage (%)	65	90	35

C. Multi-Building Lots. In the MCMOD, lots may have more than one principal building.

D. Exceptions. The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, or other ornamental features of buildings, which features are in no way used for living purposes and do not constitute more than 25% of the ground floor area of the building.

E. Exceptions: Renewable Energy Installations. The Site Plan Review Authority may waive the height and setbacks in Article 21.5. Dimensional Standards to accommodate the installation of solar photovoltaic, solar thermal, living and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.

§300-21.6. Off-Street Parking.

These parking requirements are applicable to development in the MCMOD.

A. Number of parking spaces. The following **minimum** numbers of off-street parking spaces shall be permitted by use, either in surface parking or within garages or other structures:

Use	Minimum Spaces
Multi-family	1.0 per unit

B. Number of bicycle parking spaces. The following **minimum** numbers of

covered bicycle storage spaces shall be provided by use:

Use	Minimum Spaces
Multi-family	1.0 per unit

C. **Bicycle storage.** For a multi-family development of 25 units or more, covered bicycle parking spaces shall be integrated into the structure of the building(s) for no less than 25% of the required parking.

§300-21.7. General Development Standards.

A. Development standards in the MCMOD are applicable to all multi-family developments. These standards are components of the Site Plan Review process in §300-21.9. Site Plan Review. The provisions of §300-14.12(C) are replaced by the standards in this §300-21.7 in the MCMOD.

B. Existing Development Standards. The requirements of the following sections of the Town of Medfield Zoning Bylaw, unless superseded by this Article 21, shall be considered by the Planning Board as part of the Site Plan Review Process. In no case shall a separate Special Permit be required by any body of the Town for multi-family use under this Article 21.

- (1) §300-8.2. General Parking and Loading Requirements.
- (2) §300-8.3. Parking and Loading Space Standards.
- (3) §300-8.4 Downtown Parking District is not applicable for projects within the Downtown Core Subdistrict.
- (4) Article 10 Floodplain District for applicable parcels.
- (5) Article 11 Watershed Protection District for applicable parcels.
- (6) Article 12 Rules and Regulations Governing Earth Removal Uses for applicable parcels.
- (7) Article 16 Aquifer Protection district for applicable parcels.
- (8) §300-5.6 Historic Properties. This article does not apply to development projects within the MCMOD. The Planning Board may request an advisory review of a development project that includes a Historic Property as defined by §300-5.6 as part of its Site Plan Review process defined in §300-21.9.

C. **Design Guidelines.** The Planning Board may address the scale and proportions of buildings, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. Materials and finishes used for construction shall be consistent with materials present in the area.

- (1) The residential buildings shall be sited and oriented in a complementary relationship to: each other, Open Space, and the adjacent properties.
- (2) The design of new infill buildings is encouraged to incorporate components that are similar to the existing rooflines, materials, and architectural details used by the existing residential buildings in the same subdistrict.

- (3) Negative visual impacts of the development, such as dumpsters, parking spaces or structures, and mechanics, shall be screened from adjacent properties and nearby streets by landscaping or other site planning techniques.
- (4) The Planning Board, in its discretion, may require additional screened buffer zones for the privacy of directly abutting properties to the side and rear. Screening may include use of existing trees and plants, new vegetation, fencing, or a combination of these options. Such screening may address changes in topography between properties or other site conditions that would otherwise exacerbate light glare or overspill, lack of privacy, noise, or similar negative impacts.
- (5) In the Downtown Core and the Maple and Pleasant Street area, the façades of principal buildings shall be visible from the principal street.
 - a. Where appropriate to the architectural style of the building, the inclusion of porches, stoops, bay windows, and other similar appurtenances is strongly encouraged to reinforce an active visual and physical connection between the ground floor of the building(s) and the street.
 - b. Such appurtenances may encroach into the front yard setback, but shall be no closer than 5 feet from the front lot line.

D. Site Design.

- (1) **Connections.** Sidewalks shall provide a direct connection among building entrances, the public sidewalk (if applicable), bicycle storage, and parking.
- (2) **Vehicular access.** Where feasible, curb cuts shall be minimized, and shared driveways encouraged.
- (3) **Plantings.** Plantings shall include species that are native or adapted to the region. Plants on the Massachusetts Prohibited Plant List, as may be amended, shall be prohibited. Street trees added or replaced by the development shall use the list of street trees from §310-5.2(A)(11).
- (4) **Lighting.** Light levels shall meet or exceed the minimum design guidelines defined by the Illuminating Engineering Society of North America (IESNA) and the Five Principles for Responsible Outdoor Lighting adopted jointly with the International Dark-Sky Association and shall provide illumination necessary for safety and convenience while preventing glare and overspill onto adjoining properties and reducing the amount of skylight.
- (5) **Mechanicals.** Mechanical equipment at ground level shall be screened by a combination of fencing and plantings. Rooftop mechanical equipment shall be screened if visible from a public right-of-way.
- (6) **Dumpsters.** Dumpsters shall be screened by a combination of fencing and plantings. Where possible, dumpsters or other trash and recycling collection points shall be located within the building.
- (7) **Stormwater management.** Strategies that demonstrate compliance of the construction activities and the proposed project with the most current versions of the Massachusetts Department of Environmental Protection Stormwater Management Standards, the Massachusetts Stormwater Handbook, Massachusetts Erosion Sediment and Control Guidelines, and, if applicable,

additional requirements under the Town of Medfield's MS4 Permit for projects that disturb more than one acre and discharge to the Town's municipal stormwater system, and an Operations and Management Plan for both the construction activities and ongoing post-construction maintenance and reporting requirements.

(8) **Snow Storage.** Appropriate provisions shall be made for snow removal or on-site storage.

E. Buildings: General.

(1) **Orientation relative to principal street.** A primary building shall have its principal façade and entrance facing the principal street with no other building between it and the lot line. There may be more than one primary building per lot. Parking shall not be allowed between the principal façade of the primary building and the front lot line. See also Section G.7. Buildings: Corner Lots.

(2) **Entries.** Where feasible, entries shall be clearly defined and linked to a paved pedestrian network that includes the public sidewalk.

F. Buildings: Multiple buildings on a lot.

(1) Parking and circulation on the site shall be organized to reduce the amount of impervious surface. Where possible, parking and loading areas shall be connected to minimize curb cuts onto public rights-of-way.

(2) A paved pedestrian network shall connect parking to the entries to all buildings and the buildings to each other.

(3) The orientation of multiple buildings on a lot should reinforce the relationships among the buildings. All building façade(s) shall be treated with the same care and attention in terms of entries, fenestration, and materials.

(4) The building(s) adjacent to the public street shall have a pedestrian entry facing the public street.

G. Building on Corner Lots. A building on a corner lot shall indicate a primary entrance either along one of the street-facing façades or on the primary corner as an entrance serving both streets.

(1) Such entries shall be connected by a paved surface to the public sidewalk, if applicable.

(2) All façades visible from a public right-of-way shall be treated with similar care and attention in terms of entries, fenestration, and materials.

(3) Fire exits serving more than one story shall not be located on either of the street-facing façades.

H. Buildings on Infill Lots. If the adjacent buildings are set back at a distance that exceeds the minimum front yard requirements, infill buildings shall meet the requirements of **§300-21.5. Dimensional Standards.** Otherwise, infill buildings may match the setback line of either adjacent building, or an average of the setback of the two buildings to provide consistency along the street.

I. Buildings: Principal Façade and Parking. Parking shall be subordinate in design and location to the principal building façade.

J. Surface parking. Surface parking shall be located to the rear or side of the principal building. Parking shall not be located in the setback between the building and any lot line adjacent to the public right-of-way.

K. Integrated garages. The principal pedestrian entry into the building shall be

more prominent in design and placement than the vehicular entry into the garage.

L. Parking structures. Building(s) dedicated to structured parking on the same lot as one or more multi-family buildings shall be subordinate in design and placement to the multi-family building(s) on the lot.

M. Waivers. Upon the request of the Applicant and subject to compliance with the Compliance Guidelines, the Site Plan Review Authority may waive any of the requirements of this **§300-21(7). General Development Standards**, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the MCMOD.

§300-21.8. Affordability Requirements.

A. Purpose.

- (1) Promote the public health, safety, and welfare by encouraging a diversity of housing opportunities for people of different income levels;
- (2) Provide for a full range of housing choices for households of all incomes, ages, and sizes;
- (3) Increase the production of affordable housing units to meet existing and anticipated housing needs; and
- (4) Work to overcome economic segregation allowing the Town of Medfield to be a community of opportunity in which low and moderate-income households have the opportunity to advance economically.

B. Applicability. This requirement is applicable to projects of ten (10) or more dwelling units involving the new construction, Substantial Rehabilitation, expansion of 30% or more of the net floor area, reconstruction, or residential conversion. No project may be divided or phased to avoid the requirements of this section. The existing §300.14-16 Inclusionary Zoning does not apply to development projects within the MCMOD.

C. Affordability requirements.

- (1) Subsidized Housing Inventory.** All Affordable Housing Units created must be eligible for listing on EOHLC's Subsidized Housing Inventory.
- (2) Provision of Affordable Housing.** In Applicable Projects, not fewer than ten percent (10%) of housing units constructed shall be Affordable Housing Units. For purposes of calculating the number of units of Affordable Housing required within a development project, a fractional unit shall be rounded down to the next whole number. The Affordable Housing Units shall be eligible for inclusion in the SHI.

D. Development Standards. Affordable Housing Units shall be:

- (1) Integrated with the rest of the development and shall be compatible in design, appearance, construction, and quality of exterior and interior materials with the other units and/or lots;
- (2) Dispersed throughout the development;
- (3) Located such that the units have equal access to shared amenities, including light and air, and utilities (including any bicycle storage and/or Electric Vehicle

charging stations) within the development;

- (4) Located such that the units have equal avoidance of any potential nuisances as market-rate units within the development;
- (5) Distributed proportionately among unit sizes; and
- (6) Distributed proportionately across each phase of a phased development.
- (7) Occupancy permits may be issued for market-rate units prior to the end of construction of the entire development provided that occupancy permits for Affordable Units are issued simultaneously on a pro rata basis.

E. Administration.

- (1) The Zoning Enforcement Officer shall be responsible for administering and enforcing the requirements in this section.

§300-21.9. Site Plan Review.

- A. Applicability.** Site Plan Review is required for all MCMOD projects. An application for Site Plan Review shall be reviewed by the Site Plan Review Authority for consistency with the purpose and intent of §300-14.12 and §300-21.4.
- B. Submission Requirements.** As part of any application for Site Plan Review for a project within the MCMOD submitted under §300-21, the Applicant must submit all required documents listed for Site Plan Approval on the Medfield Planning Board Rules and Regulations, and pay all application fees specified therein.
- C. Site Plan Approval.** Site Plan approval for uses listed in §300-21.4. Permitted Uses shall be granted upon determination by the Site Plan Review Authority that the following conditions have been satisfied. The Site Plan Review Authority may impose reasonable conditions, at the expense of the applicant, to ensure that these conditions have been satisfied.
 - (1) the Applicant has submitted the required fees and information as set forth in Municipality's requirements for a Building Permit and Site Plan Review; and
 - (2) the project as described in the application meets the development standards set forth in §300-21.7. General Development Standards.
- D. Timeline.** The timeline for the process shall be as stated in §300-14.12.B.
- E. Project Phasing.** An Applicant may propose, in a Site Plan Review submission, that a project be developed in phases subject to the approval of the Site Plan Review Authority, provided that the submission shows the full buildup of the project and all associated impacts as of the completion of the final phase. However, no project may be phased solely to avoid the provisions of §300-21.8. Affordability Requirements.

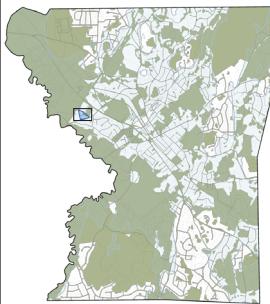
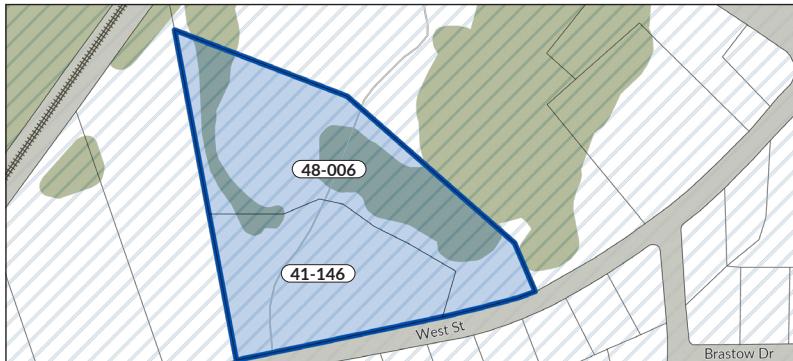
§300-21.10. Severability.

If any provision of this Article 21 is found to be invalid by a court of competent jurisdiction, the remainder of Article 21 shall not be affected but shall remain in full force. The invalidity of any provision of this Article 21 shall not affect the validity of the remainder of the Town of Medfield's Zoning Bylaw.

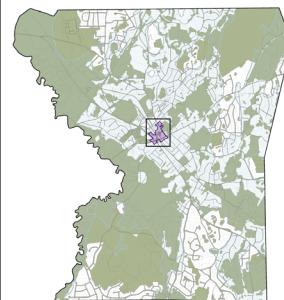
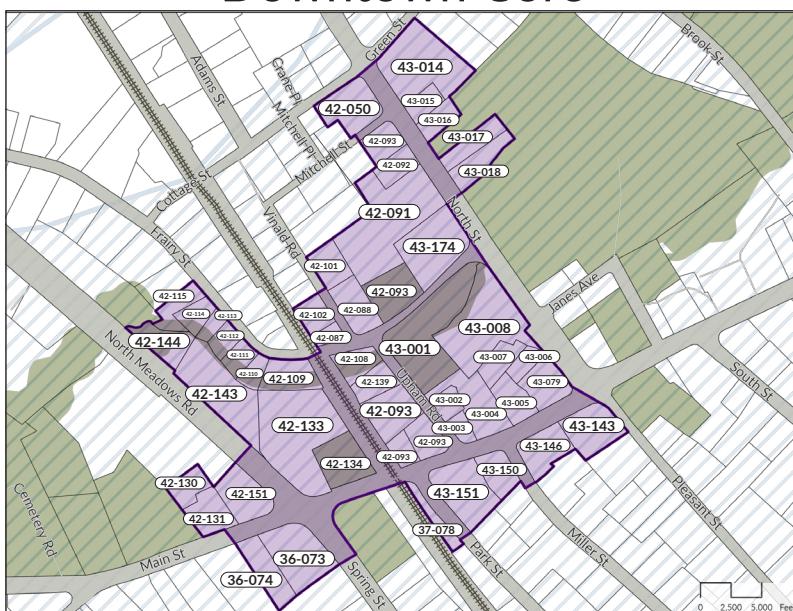
or do or act anything in relation thereto.

**ZONING
300 Attachment 5
Town of Medfield
MCMOD Boundary Map
MCMOD Sub-districts**

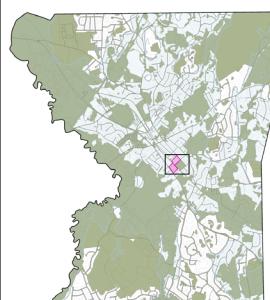
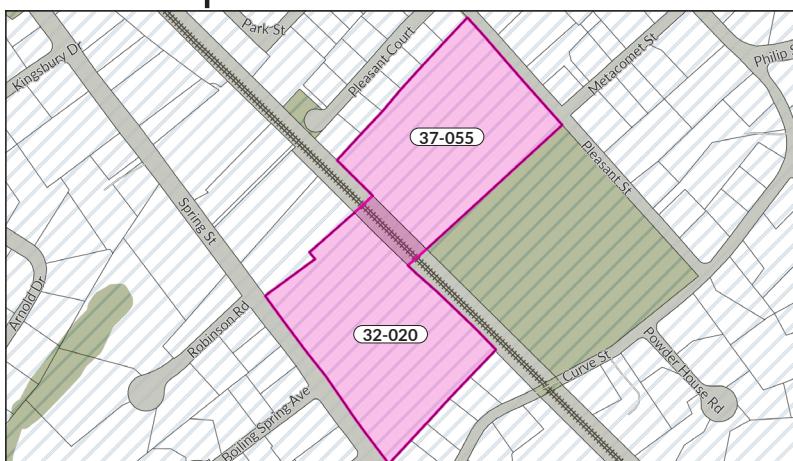
The PARC



Downtown Core



Maple and Pleasant Area



Article 32. 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 33. 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.

Article 34. 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, Interim Town Manager

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):

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

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

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- 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

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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.

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.

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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 Haverty** 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: Award Letter Supplement
PROJECT NAME: 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.

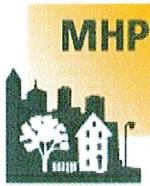
AGREED AND ACCEPTED BY:

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

By: _____
Laura Shufelt
Director of Community Assistance

BLATMAN, BOBROWSKI,
HAVERTY & SILVERSTEIN, LLC

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.