

TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK

TOWN OF MEDFIELD, MASS.

2020 FEB 13 P 1:54

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

TOWN CLERK

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall, Chenery Meeting Room, 2 nd floor	Tuesday February 18, 2020 @ 7:00PM

AGENDA (SUBJECT TO CHANGE)

7:00 PM Call to Order

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

Citizen Comment

Appointment

Charlie Harris, discuss the annual June 2020 Car Show

Mark Anastasio, Coolidge Corner Theater Foundation

Discussion of movie screening event to be held at MSH May 2020

Action Items

Appoint Representative Shawn Dooley as Interim Town Clerk until March 4, 2020

Vote to close the 2020 Annual Town Meeting Warrant

Discussion Item

Hinkley property RFP

FY2021 Budget

Annual/Capital Budget

Annual Town Meeting Warrant Articles

Licenses and Permits (consent calendar)

Permission is requested to display signs from March 2 to March 14 advertising the annual *Winter*

Carnival event to take place Saturday March 14, 2020, 10AM-3PM at the Memorial School

Medfield Garden Club requests permission to place signs March 22 to March 29 promoting the annual

Art N Bloom event to be held at the Library March 26 to March 29, 2020

Town Administrator Update

Selectmen Report

Informational

Town Clerk certifies ANR subdivision at 49 Dale Street

From Comcast, Annual Complaint Filing; copy of program changes

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

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

All firms/individuals interested can obtain a copy of the Request for Proposals from Sarah Raposa, Town Planner, sraposa@medfield.net or (508) 906-3027. Proposers must register with the Town at the same e-mail address no later than Friday, April 10, 2020 at 12:00 pm. All proposal inquiries and responses will be shared with all registered Proposers.

Applicants should submit one (1) unbound original and ten (10) bound copies of the proposal on or before Thursday, June 4, 2020 at 10:00 am to Kristine Trierweiler, Town Administrator, 459 Main Street, MA 02052, at which time and place the bids will be opened and recorded. Include one (1) electronic version of the proposal on a flash drive. All submissions must be clearly labeled "Hinkley South" on the exterior of the envelope/package and must include all required documents, completed and signed per the instructions and attached forms included in this RFP. Late proposals will not be accepted. The Town reserves the right to reject any or all proposals and/or limit the scope of this project as deemed in the best interest of the Town.

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

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

Site Tour and Briefing: Interested developers are strongly encouraged to attend an on-site briefing session on Wednesday, April 1, 2020 at 2:00 pm at The Center, One Ice House Road, Medfield, MA. Registration to attend the briefing is required no later than 2:00 pm on Tuesday, March 31, 2020. To register, or for additional information, contact Sarah Raposa, Town Planner, sraposa@medfield.net or (508) 906-3027.

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

Article 26



Hinkley South
Map 64 Parcel 001
672-75
5.48 acres

OVERVIEW

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

The goals of the development include:

1. Senior (62+) with handicapped-accessible units
2. 20-30 new units in one- and two-family style buildings
3. Ownership development with market rate pricing between \$450,000-\$550,000
4. Minimum of 25% affordable deed restricted units (as required by 40B) to serve seniors earning 80% of the area median income. The units should be restricted to affordable housing purposes in perpetuity.
5. Request for 70% local preference for affordable units (the Town intends to request this after a comprehensive permit is approved)

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

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

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

Background

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

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

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

Need For Senior Housing

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

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

Other Housing Related Town Documents:

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

SCHEDULE AND SUBMISSION REQUIREMENTS

An informational site visit will be held on Wednesday, April 1, 2020 at 2:00 pm. Please register for the on-site meeting by Tuesday, March 31, 2020 at 2:00 pm by emailing sraposa@medfield.net.

Questions regarding the project may be submitted in writing to Sarah Raposa, Town Planner at sraposa@medfield.net. Questions should be emailed, and should be submitted any time prior to Friday, May 1, 2020 at 12:00 pm.

Answers to questions will be provided to all registered Proposers no later than Wednesday, Wednesday, May 6, 2020 by 4:00 pm. The Town will issue an addendum to address the written questions submitted by the aforementioned deadline. Only answers provided by the Town in writing may be relied upon by the proposers.

The Town will receive, through the Office of the Board of Selectmen, responses to this Request for Proposals. One (1) unbound original and ten (10) bound copies of each response, plus one electronic copy (on flash drive), must be delivered to the Office of the Board of Selectmen by noon on Thursday, June 4, 2020 at 10:00 am.

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

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

A complete Proposal package shall include the following:

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

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

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

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

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

<i>RFP Selection Schedule (subject to change at Town's discretion)</i>		
1.	AHT Finalize RFP	Monday, February 10, 2020
2.	BoS Review/Approve RFP	Tuesday, February 18, 2020 (regular meeting; in packets by Thursday, February 13, 2020)
3.	RFP Release	By Wednesday, March 3, 2020
4.	Ad in Central Register	Friday, March 13, 2020 (Send to Central Register by March 6, 2020)
5.	Ad in <i>The Press</i>	Friday, March 13, 2020 (Send to <i>The Press</i> by March 6, 2020)
6.	On-site Meeting Registration	Tuesday, March 31, 2020 at 2:00 pm
7.	On-site Meeting	Wednesday, April 1, 2020 at 2:00 pm
8.	Proposal Notification Registration Deadline	Friday, April 10, 2020 at 12:00 pm
9.	Questions Due	Friday, May 1, 2020 at 12:00 pm
10.	Answers Distributed	Wednesday, May 6, 2020 by 4:00 pm
11.	Proposals Due	Thursday, June 4, 2020 at 10:00 am
12.	Proposal Distribution and Initial Review by AHT Members	Thursday, June 4, 2020 (regular AHT meeting)
13.	Shortlist Proposals	Thursday, June 4, 2020 (regular AHT meeting)
14.	Shortlisted Developer Notified	June, 2020
15.	Shortlisted Developer Interviews & Selection by AHT	July 2 or 9, 2020 (reschedule regular meeting due to holiday?)
16.	Committee Award Notification to Selected Developer (commence negotiation, if needed)	July, 2020
17.	Committee Developer Selection Recommendation to Board of Selectmen; Contract Negotiation & Contract Execution by Board of Selectmen; BoS endorse LIP application	August, 2020
18.	Work Commences (i.e. LIP application submission to DHCD)	Within 60 days of contract execution

SELECTION PROCESS

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

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

CRITERIA FOR EVALUATING PROSPECTIVE DEVELOPER/OWNERS

The following are the minimum proposal criteria for consideration:

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

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

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

1. Developer Qualifications, Experience and Financial Capability (30%):

- a) The Proposer must demonstrate a positive track record of property development in Medfield, Massachusetts, and/or a track record of completing projects of comparable size

and complexity to the proposed project including structuring complex affordable housing finance transactions, and securing necessary permits and funding. All members of development teams should be able to demonstrate appropriate qualifications for their respective roles.

- b) The Proposal submission must include firm qualification information that demonstrates the Proposer's success with similar projects within the last five years in which one or more Principals of the Proposer's firm or other identified team members were involved.
 - c) The Proposer must provide proof of sufficient assets to cover all obligations associated with the Proposal through closing. *Note: Financial information from private individuals will be treated as private, confidential information with access limited to essential individuals in accordance with the Fair Information Practices Act ("FIPA"), M.G.L. c. 66A.*
 - d) The Proposer must certify that there are no legal or administrative actions past, pending or threatened that could relate to the ability or capacity of the Proposer, its principals, or any affiliates to undertake the project.
 - e) The Proposer must certify that its firm (and principals) is not in default of any outstanding obligations to any federal, state or local municipalities.
 - f) The Proposer must certify that the Proposer has no violations or issues pending before any federal, state, or local instrumentality as certified in the Certificate of Tax, Employment Security, and Contract Compliance.
- Highly Advantageous (HA, 5 points) – The Developer Entity has an identified team with a successful track record to finance, develop, operate and complete projects of comparable type, size, scale, and complexity on time and within budget forecast.
 - Advantageous (A, 3 points) – The Development Entity has an identified team with a successful track record of development projects but representative projects are not comparable type, size, scale or complexity, or the projects although not completed were not on time or within budget forecast.
 - Not Advantageous (NA, 1 point) – The Development Entity has not demonstrated a successful track record on projects of this magnitude and/or complexity.

2. **Development Program Concept (60%):**

- g) The Proposal should include a narrative that describes the proposed project, including the proposed affordability, number of buildings, building styles, total square footage, building heights and massing, amenities, parking (surface/garages), site improvements, utility locations, site access, circulation, open space, community uses, average and peak estimated water and sewerage demands, average weekly peak traffic and vehicular attendance, and any other relevant site features.

- h) The Proposal must include schematic floor plans, elevations, and renderings with a table of general dimensions.
 - i) The Proposal should conform with the goals of the development articulated above (Overview, #1-6) and appropriateness of design for the area, the parcel and the target population.
 - j) The Proposal should specify any anticipated request for zoning waivers or any other permitting requirements
 - k) The Proposal should include a description of any green technologies and sustainable design planned for the project.
 - l) The Proposer must demonstrate the ability to complete the development within a reasonable period of time. A schedule of appropriate development phasing should be supported by a market feasibility analysis.
 - m) Pro forma financial projections containing usual and customary data sufficient to establish financial feasibility for the project including a development budget and a sources and uses schedule. Proposers may also provide alternative pro formas that would be used by an identified financing source that the Proposers plan to use.
- Highly Advantageous (HA, 5 points) – The proposal enhances the surrounding community by providing a plan that meets or exceeds the goals 1-6 of the development, uses green building and energy saving techniques and provides significant public benefit.
 - Advantageous (A, 3 points) – The proposal is generally consistent with the goals of the development. The plan offers some public benefits.
 - Not Advantageous (NA, 1 point) – The proposal is inconsistent with the Town needs.

3. Price Proposal (10%):

- n) The Proposer must provide an estimate of the ongoing economic benefit to the Town.
- o) Financial offer provides an acceptable overall benefit to the Town (value of sale, tax revenue, and non-monetary considerations).
 - Highly Advantageous (HA, 5 points) – The Proposer’s Price Proposal provides a significant financial benefit.
 - Advantageous (A, 3 points) – The Proposer’s Price Proposal provides a sufficient financial benefit.
 - Not Advantageous (NA, 1 point) – The Proposer’s Price Proposal does not provide a sufficient financial benefit.

RESERVATIONS, DISCLAIMERS AND PROVISOS

- a. All of the terms, conditions, specifications, appendices and information included in this Request for Proposal shall constitute the entire Request for Proposals package and shall

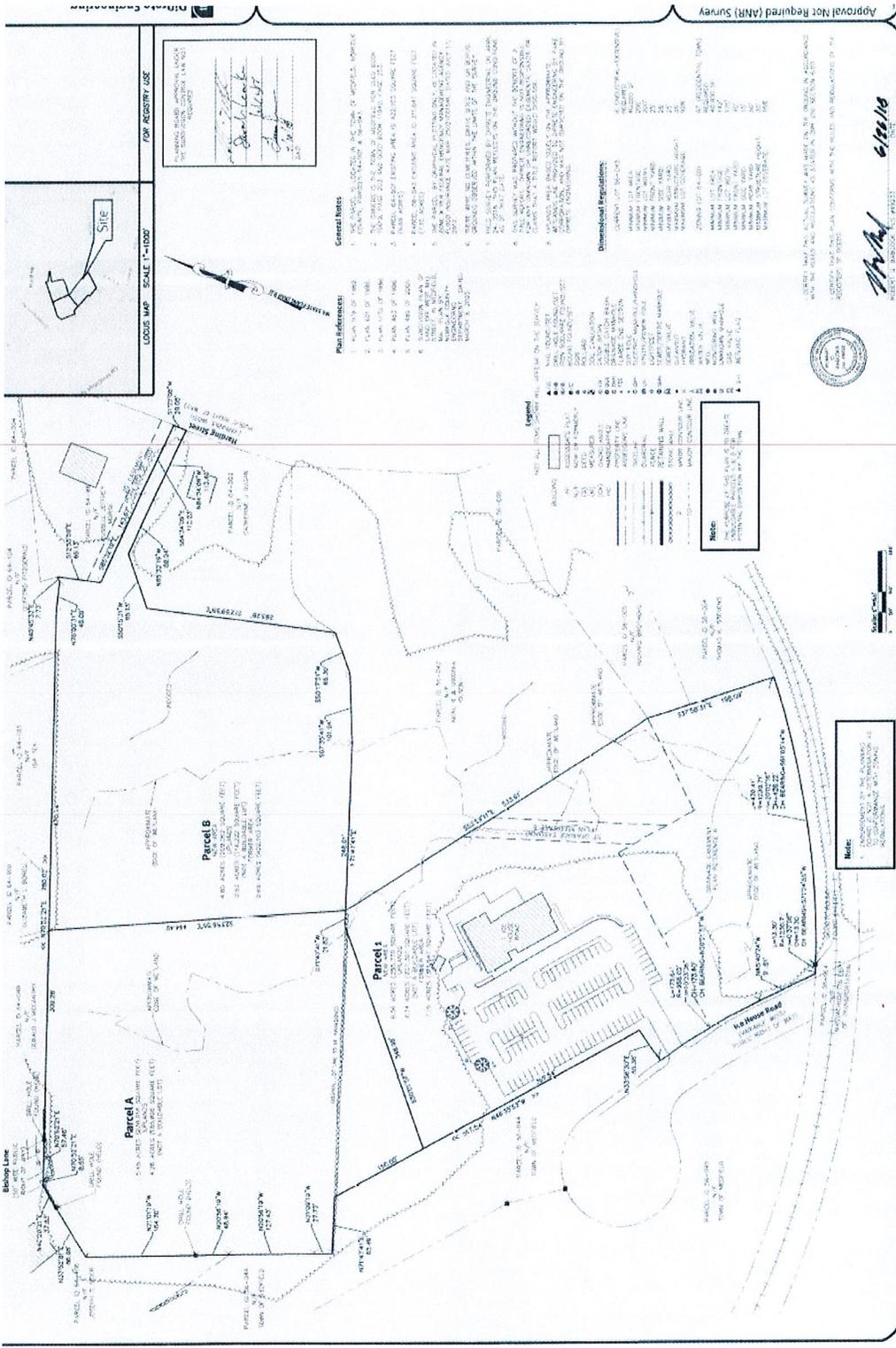
be incorporated by reference into each Proposal Submission. No conditions, other than those specified in this Request for Proposals will be accepted and conditional Proposals may be disqualified except as specified in this Request for Proposals.

- b. The Town makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this RFP, or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Premises, now or in the future. The furnishing of information by the Town shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each Proposer, by submitting a Proposal to the Town in response to this RFP, expressly agrees that it shall not hold the Town, or any of its respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.
- c. If any matter or circumstance under this RFP requires the consent or approval of the Town or that such matter be satisfactory to the Town, then same may be granted, withheld, denied or conditioned by the Town in the exercise of its sole discretion.
- d. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 30B, and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
- e. The Town reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any Proposal when it determines that it is in the Town's best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive. The Town reserves the right to accept, reject or negotiate at its sole and absolute discretion any Proposer-proposed changes to the model Purchase and Sale Agreement attached hereto.
- f. Proposers should assume that all material submitted in response to the RFP will be open to the public. The Town assumes no liability for disclosure or use of any information or data.
- g. All Proposers shall thoroughly familiarize themselves with the provisions of the RFP, Appendices, amendments and associated materials. Upon receipt of the RFP, each Proposer shall examine the RFP for missing or partially blank pages due to mechanical printing collating, or other publication errors. It shall be the Proposer's responsibility to identify and procure any missing pages or information.
- h. Proposers shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Proposers shall be solely responsible for verifying any and all physical or other site conditions of the subject property. Copies and summaries of physical or other site conditions of the subject property, if any, are included in this RFP only as a convenience. The Town and any of its respective officers, agents, contractors,

or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.

- i. Proposers shall be entirely responsible for any and all expenses it incurs in preparing and/or submitting any Proposal(s) in response to this RFP including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.
- j. Proposers must complete each and every Proposal Form contained herein, if applicable.
- k. The Town expressly reserves the right to accept or reject any and/or all proposals if determined that proposal(s) is not in the Town's interest, financial or otherwise.

APPENDIX A – SITE PLANS



General Notes:

1. THE PARCEL IS LOCATED IN THE TOWN OF HINKLEY, MICHIGAN.
2. PLANS ARE TO BE SUBMITTED TO THE TOWN ENGINEER FOR REVIEW AND APPROVAL.
3. THE TOWN ENGINEER'S REVIEW IS LIMITED TO TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.
4. THE TOWN ENGINEER'S REVIEW IS LIMITED TO TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.
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10. THE TOWN ENGINEER'S REVIEW IS LIMITED TO TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.

Dimensional Regulations:

- MINIMUM LOT WIDTH: 100 FEET
- MINIMUM LOT AREA: 10,000 SQUARE FEET
- MINIMUM FRONT YARD SETBACK: 10 FEET
- MINIMUM SIDE YARD SETBACK: 5 FEET
- MINIMUM REAR YARD SETBACK: 10 FEET
- MINIMUM FRONT SETBACK: 10 FEET
- MINIMUM SIDE SETBACK: 5 FEET
- MINIMUM REAR SETBACK: 10 FEET
- MINIMUM FRONT SETBACK: 10 FEET
- MINIMUM SIDE SETBACK: 5 FEET
- MINIMUM REAR SETBACK: 10 FEET

Approval Not Required (A/R) Survey

LOUIS MAP SCALE 1"=1000'

FOR RECORDARY USE

Site

6/18/18

FORM A - CERTIFICATION OF NON-COLLUSION

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

Signature of person submitting contract/bid

Date

Name of Business

FORM B - CERTIFICATE OF TAX COMPLIANCE

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

Social Security Number or

Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer

(if applicable)

FORM C - PRICE PROPOSAL

NAME: _____
ADDRESS _____
: _____

CONTACT PERSON: _____

PHONE: _____ EMAIL: _____

The undersigned hereby offers to purchase from the Town of Medfield subject to the provisions contained in the "Request for Proposals" dated February 10, 2020, approximately 5.48 acres of land, including any improvements thereon and appurtenances thereto, if any, located at Assessors' Map 64 Lot 001, also known as Hinkley South, Medfield Massachusetts for the payment of:

\$ _____ Lump Sum / _____

_____ Lump Sum (in words)

The undersigned hereby agree that:

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

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

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

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

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

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

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

By: _____ (Signature)

Print Signer's Name

Signer's Title

Company Name

Date

Street Address

Telephone

City

State

ZIP Code

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

Seal

Print Name: _____

My commission expires: _____

Permission is requested to display signs from March 2 to March 14 advertising the annual *Winter Carnival* event to take place Saturday March 14, 2020 10AM to 3PM at the Memorial School

Medfield Garden Club, Art'N Bloom Chairwoman
Martina Leger
100 Pine Street
Medfield, MA 02052
508-359-6094

February 7, 2020

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

RECEIVED

FEB 11 2020

MEDFIELD SELECTMEN

To the Board of Selectmen,

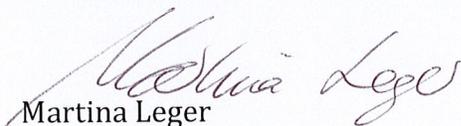
On behalf of the Medfield Garden Club, I seek permission to place signs at several locations in town to advertise Art'N Bloom at the Medfield Public Library. This event is scheduled for March 26th – March 29th and the signs would be in place Sunday March 22nd until Monday March 29th.

The following is a list of locations where we would like to place the signs:

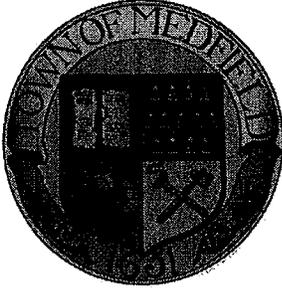
1. Medfield Public Library
2. Route 27 & South Street extension intersection
3. Route 109 & Hartford Street intersection
4. North Street & Frairy Street intersection
5. Route 27 at the Transfer Station

I hope you'll visit Art'N Bloom at the Library (a great way to celebrate Spring)!

Thank you,


Martina Leger

Medfield Garden Club, Art'N Bloom Chairman
100 Pine Street
Medfield, MA 02052
Leger1@comcast.net
508-359-6094



TOWN OF MEDFIELD

Office of the

PLANNING BOARD

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

(508) 906-3027
(508) 359-6182 Fax

February 4, 2020

Carol Mayer
Town Clerk
459 Main Street
Medfield, MA 02052

**RE: Certificate of Approval under MGL ch 41 §81P
49 Dale Street Parcel ID 42-018**

RECEIVED
TOWN OF MEDFIELD, MASS
2020 FEB -4 A 9:38
OFFICE OF THE
TOWN CLERK

Dear Ms. Mayer,

This certifies that at a duly posted public meeting of the Medfield Planning Board on February 3, 2020 it was unanimously voted to endorse the following plan as not requiring approval under the subdivision control law:

Grove Street ANR Subdivision Plan of Land Medfield MA;
Prepared for Clifford & Susan Monac (owner/applicants); Prepared by Colonial Engineering, Medway, MA; Date: 10/16/19/19; Scale 1" = 30'

for the purpose of creating four (4) buildable parcels for single-family dwellings per ZBA Decision # 1364 (variance for common driveway, Condition # 1).

Sincerely,

Sarah Raposa
Town Planner

cc: Assessor
Building Department
Board of Health
File



February 10, 2020

Via UPS

RECEIVED

FEB 11 2020

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

MEDFIELD SELECTMEN

Dear Chairman and Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of its Form 500 for 2019. The Form 500 contains information on customer video service related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

Any written or verbal contact with a cable operator in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator's control, and (2) requires a corrective measure on the part of the operator.

Comcast also has forwarded a copy of the enclosed Form 500 to the Department of Telecommunications and Cable.

If I can be of further assistance on any matter related to the Form 500, please contact me at 781-769-5986.

Very truly yours,

Catherine Maloney

Catherine Maloney
Senior Manager

cc: Department of Telecommunications and Cable



Form 500 Complaint Data

Code Key: Avg. Resolution Time

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Code Key: Manner of Resolution

A. Resolved to the satisfaction of both parties.
 B. Resolved, customer dissatisfied. C. Not Resolved.

Town MEDFIELD
 Year 2019
 Subscribers 1649

Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.

	Total Complaints	Avg Resolution Time (see code above)	A.	B.	C.
Advertising/Marketing	0	1	0	0	0
Appointment Service Call	0	1	0	0	0
Billing	2	2	2	0	0
Customer Service	1	4	1	0	0
Equipment	0	1	0	0	0
Installation	0	1	0	0	0
Other	0	1	0	0	0
Other	0	1	0	0	0
Reception	0	1	0	0	0
Service Interruption	8	2	8	0	0

Form 500 Service Interruption Data

Code Key: Duration of Service Interruption <1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Town	Medfield	Year	Date of Service Interruption	Subscribers	Duration of Service Interruption (see Code Key above)
	Medfield	2019	11/9/2019 10:42:00 AM	1712	1
	Medfield		9/2/2019 3:26:00 PM		1
	Medfield		7/28/2019 12:02:00 PM		1
	Medfield		10/16/2019 11:26:00 AM		1
	Medfield		2/25/2019 3:19:00 PM		1
	Medfield		9/8/2019 10:35:00 AM		1
	Medfield		6/15/2019 11:52:00 AM		1
	Medfield		7/1/2019 12:13:00 PM		1
	Medfield		8/18/2019 10:55:00 PM		1
	Medfield		11/13/2019 2:05:00 AM		1
	Medfield		7/30/2019 9:22:00 AM		1
	Medfield		12/19/2019 6:21:00 AM		1
	Medfield		2/21/2019 4:58:00 PM		1
	Medfield		5/20/2019 2:26:00 PM		1
	Medfield		4/16/2019 10:54:00 AM		1
	Medfield		7/18/2019 8:40:00 AM		1
	Medfield		7/6/2019 2:22:00 PM		1
	Medfield		12/8/2019 12:53:00 AM		1
	Medfield		9/12/2019 2:30:00 PM		1
	Medfield		7/21/2019 6:15:00 PM		1
	Medfield		5/23/2019 2:36:00 PM		1
	Medfield		9/11/2019 11:33:00 AM		1



January 27, 2020

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

Re: Changes in Pricing - Gaiam TV Fit & Yoga, Gaia, and Docurama

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective March 19, 2020, the price for three subscription on demand packages will change. Gaiam TV Fit & Yoga will increase from \$6.99 to \$7.99 a month, Gaia will increase from \$9.99 to \$11.99 a month, and Docurama will increase from \$2.99 to \$4.99 a month.

We are notifying customers of these changes through bill messages. If you have any questions, please feel free to contact me at 781-769-5986.

Very truly yours,

Catherine Maloney

Catherine Maloney, Sr. Manager
Government Affairs



COOLIDGE CORNER

THEATRE

Since 1933

Coolidge Outdoor Screenings

Rose Kennedy Greenway, Boston, MA



The non-profit Coolidge Corner Theatre Foundation has been exhibiting films outdoors in a variety of locations for the last 5 years.

We've partnered with the Trustees of Reservations, Rose Kennedy Greenway Conservancy, and with Mount Auburn Cemetery to put on unique film events.

Rocky Woods
Reservation
Medfield, MA





Mount
Auburn
Cemetery
Cambridge,
MA





30 Foot Inflatable Screen!



Theatre
Quality
Sound!



Expert
Projection!





COOLIDGE AT THE GREENWAY

THE
GREEN
WAY

(((
Boston Light
& Sound

CONNECT WITH US!
@thecoolidge
f i t



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

Article 1	Election of Town Officers
Article 2	Acceptance of Town Reports
Article 3	Perpetual Trust Fund Vine Lake Cemetery
Article 4	55E ½ Revolving Funds
Article 5	Appropriate PEG Funds to Medfield Cable
Article 6	Prior years Police Bill
Article 7	Elected Officials Compensation
Article 8	Personnel Administration Plan
Article 9	Operating Budget
Article 10	Capital Budget
Article 11	Municipal Building Stabilization Fund
Article 12	Create Capital and Debt Service Stabilization Fund (subject to override vote)
Article 13	Appropriate funds from Capital and Debt Service Stabilization
Article 14	Water and Sewer Enterprise Fund
Article 15	Transfer of Uber/Lyft Funds
Article 16	Economic Vitality Fund
Article 17	Sewer Betterments Paid in Advance
Article 18	OPEB Appropriation
Article 19	Ice House Road Lot 3 Disposition
Article 20	Ice House Road Lot 1 Disposition
Article 21	Former Landfill Authorization to Lease
Article 22	Energy Committee Reserved (Energy Manager)
Article 23	Energy Committee Reserved (Townwide Climate Goals)
Article 24	Energy Committee Reserved (Electricity Aggregation)
Article 25	Historic District Committee Reserved (New Historic District)
Article 26	Police Collective Bargaining Agreement
Article 27	Fire Collective Bargaining Agreement
Article 28	MSH Development Committee
Article 29	Transfer of Hinkley North Parcel to AHT
Article 30	Planning Board (Special Permit Process for Decks and Porches into Setback)
Article 31	Planning Board (Janes Avenue Rezoning)
Article 32	Planning Board (Adult Only Tobacco Store)
Article 33	Planning Board (Food Trucks)
Article 34	Citizen Petition (Public Hearings)

DRAFT 02/17/2020

Article 35	Citizen Petition (Posting of Budgets submitted to Warrant Committee)
Article 36	Authority to Lease Vehicles
Article 37	Override Article
Article 38	Free Cash