



TOWN OF MEDFIELD

# MEETING NOTICE

POSTED:

TOWN CLERK

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

Board of Selectmen  
Board or Committee

RECEIVED  
TOWN OF MEDFIELD, MASS  
2020 FEB 28 P 1:55

OFFICE OF THE  
TOWN CLERK

Town Hall, Chenery Meeting Room, 2<sup>nd</sup> floor

Tuesday March 3, 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 around the globe in defense of our country

**Executive Session** at close of meeting:

Exemption 6: consider lease of real property: Dwight-Derby House and Hinkley property;

Exemption 3: to discuss strategy with respect to collective bargaining, an open meeting may have a detrimental effect on the government's bargaining position and to discuss strategy with respect to pending or threatened litigation: Medfield Police Officer 3<sup>rd</sup> Party Injury Claim

### **Citizen Comment**

### **Appointment**

Medfield Energy Committee, Fred Davis Chair; update on energy operations, discuss proposed warrant articles and Green Communities Grant

Facilities Director Amy Colleran; approval for LED lighting change for DPW, Library, COA, Pfaff, Town House

Jean Mineo; discuss update and potential vote of lease agreement for MSH Chapel

### **Action Items**

Selectmen are requested to vote to sign Warrant for March 30, 2020 Town Election

Selectmen are requested to vote to authorize Chairman Murby to sign Feasibility Study Agreement Budget Revision regarding Dale Street School

Selectmen are requested to vote to sign Housing Choice Designation Application

Vote to sign Eligible Purchaser Certificate for 14 Turtlebrook Way

**Discussion Item**

Hinkley property RFP

**FY2021 Budget**

Annual/Capital Budget

Annual Town Meeting Warrant Articles

Annual vote on the Municipal Buildings Stabilization Fund

Vote to *close* the 2020 Annual Town Meeting Warrant

**Licenses and Permits (consent calendar)**

Friends of the Dwight-Derby House request a one-day wine and beer permit for *Art Show* on March 20, 5-9PM at Medfield TV, North Meadows Road, featuring art work by Cheryl O'Malley

Richard DeSorger, Chair High School 50<sup>th</sup> Reunion Committee, requests a one-day wine and beer Permit for the *Social Gathering* on Friday September 25, 2020 8:00PM to 11:30PM in the vestry of the First Parish Church, 26 North Street

First Parish Church Fund Drive Committee requests a one-day wine and beer permit for event Kick-Off for the Fund Drive on March 14, 2020 6:00 to 10:00PM in the vestry of the church

Medfield Boy Scouts request use of MSH for their Fall 2020 Boy Scout Camporee to be held October 16-18, 2020

Geoffrey Pedder, ZeLUS Beer Company, requests a one-day beer permit to sell and serve beer outdoors at the Soles of Medfield 10K Race on Sunday June 14, 2020 12:00PM to 4:00PM

**Town Administrator Update****Minutes**

February 4

**Next Meeting Dates**

March 17

March 24/Warrant Hearing

April 1/ joint meeting/School Committee; Dale Street School Building Committee; Warrant Committee and Board of Selectmen

**Selectmen Report****Informational**

Attorney General approves 11/18 Special Town Meeting Article 2

Copy of Planning Board Hearing April 6 Hearing Notice re: Citizen Petition for MSH parking requirement

Packet of information from ZBA

Packet of information from Conservation Commission



To complete this application, you will need information about your community's total year-round housing units from the 2010 Census and the cumulative net increase in year-round housing units from January 1, 2015 through December 31, 2019 (referred to below as "additional" units). BUILDING PERMIT data from the US Census Building Permit Survey is the primary source of information about additional units. You will need to have the application signed and certified by your local Building Official as to the accuracy of this information. The Executive Officer (Mayor or Chair of Board of Selectmen) must also sign the application.

You may save your work and return to the form. IF you use the "Save and Resume" feature, please note that uploaded files will not be saved. Therefore, gather and keep files needed for uploading, and only upload them when you are planning to hit the "SUBMIT" button at the END of the form. Please do not submit your form without the uploaded signatures.

If you are qualifying based on an increase of 300 units/3% increase in year round housing stock, you will also need information about Best Practices related to housing that your community has established. Please be sure to upload all documentation needed to demonstrate these best practices.

Applications are DUE no later than 3:00 p.m. on **March 23, 2020**.

If you have questions, contact Housing Choice Program Director Chris Kluchman at [chris.kluchman@mass.gov](mailto:chris.kluchman@mass.gov) or 617-573-1167.

## Housing Choice Designation Application 2020

1. Submitting Municipality\*

*Choose your City or Town from the drop down list*

2. Contact Name\*

First Name\*

Last Name\*

2.a. Contact Mailing Address\*

Address Line 1

Address Line 2

City

State

ZIP Code

2.b. Contact Email\*

2.c. Phone\*

3. Was your City/Town designated a Housing Choice Community in 2018?\*

Yes  No

4. Does your community have any ACTIVE housing restrictions such as a moratorium or limitations on the number of new housing units? \*

Yes  No

*Zoning moratorium makes your community INELIGIBLE for Housing Choice designation*

*If the answer to Question 4. Is Yes:*

*4.a. If your community has an ordinance or bylaw that restrict or limit the number of new housing units, please provide a copy here.*

5. Has your community conducted a Self Evaluation or Transition Plan related to Americans with Disabilities Act (ADA)? \*

Yes  No

*More information on ADA requirements for local governments can be found at the Housing Choice Web pages*

*IF the answer to Question 5 is No:*

*5.a. If your answer to #5 was NO, is your community willing to enter into a Memorandum of Understanding (MOU) between the Massachusetts Office of Disability and DHCD to conduct such study within the next five (5) years?*

Yes  No

## Information about your Community's Housing Production

The Housing Choice designation is based on PRODUCTION of new year-round housing units over the last 5 years. The threshold for qualifications is a 5% increase (or 500 units) or a 3% increase (or 300 units) and best practices. This section describes how to calculate and demonstrate the increase in new year-round housing units.

(1) **Look up your community's 2010 year-round housing units** (this is also the denominator used in the Subsidized Housing Inventory or SHI). The Housing Choice web site has a list of 2010 year-round units for all communities [here](#)

(2) **Calculate the number of additional year-round housing units over the last 5 years** using the number of BUILDING PERMITS issued to create the ratio of additional units added over the last 5 years, *excluding* housing units that replace demolished units at a 1 to 1 ratio. Demolition of one single family unit and replacement with one single family unit is an increase of 0 units. If a demolished single family home is replaced with 3 units, the net increase is +2 units. If building permits for new units replacing a demolished home cannot be easily excluded from your data, please provide data about the number of demolition permits and total units demolished.

(3) **Data Sources:** BUILDING PERMITS are the measurement of additional year-round housing units for this calculation. Your building official should have a record of new residential building permits for year-round housing issued between January 1, 2015 and December 31, 2019. If your building official does not have ready access for this information, another source for this building permit data is information submitted by your community to the U.S. Census in the Building Permit Survey. A copy of the Building Permit Survey for all cities and towns in Massachusetts for 2015 through 2018 can be found on the Housing Choice web site [here](#). 2010 Building Permit Survey data is not yet available, and therefore 2019 building permit data must be provided from your building official. If your community has reason to believe the current Census Building Permit Survey data does not fully reflect the number of building permits in your community, there is a place in the application to add comments and explanation.

6. Provide your community's 2010 year-round housing units\*

*2010 year-round housing units are available for download: <https://www.mass.gov/how-to/apply-for-the-housing-choice-designation>*

7. Number of net new units that were issued building permits between January 1, 2015 and December 31, 2019\*

*Note: please see the above description of qualifying net new units*

8. Here is the percent increase in year-round housing units (net new units/2010 units\*100)\*

*Note: this field calculates the % increase automatically. Use this or the number of units over the last 5 years in Question 7 to complete Question 9 below.*

## 9. Housing Choice Designation.

**Based on the increase in housing units in Question 8 OR the number of units produced over the last 5 years in Question 7, select the appropriate designation in Question 9.a.** If you do not meet the numeric standard to qualify to be a Housing Choice Community, visit the Housing Choice Web pages and review the many Technical Assistance opportunities available from many public, quasi-public and advocacy organizations. You might also talk to your Regional Planning Agency about what steps your community might take to increase housing production so that you may qualify for the designation in the future.

9.a. Choose the Housing Choice Designation for your community based on Questions 6, 7 and 8\*

5% increase OR 500+ units over the last five years  3% increase OR 300+ units over the last five years

10. UPLOAD documentation of the building permits issued over the last 5 years. Please upload .pdfs of printouts from your building permit software, excel spreadsheets, or other information about building permits in your community. Remember, even if you use Building Permit Survey data for 2015 through 2018, you must provide your community's building permit information for 2019.

10.a. Upload building permit data\*

*You must provide detailed back up for all net new units*

10.b. Use the space below to provide information about additional housing units in your community that you believe are not captured by the Building Permit

Survey

*Here you can let us know about the reasons why the Building Permit Survey does not accurately reflect housing production in your community*

## 11. Housing Choice Best Practices

**If your community has over 5% increase in housing production or 500 or more net new housing units, please go through all 14 of the best practices below and indicate by checking the box for each of your community's BEST PRACTICES to indicate which ones your City/Town has implemented.. You do not have to submit or upload any documentation. While communities with 5%/500 growth in housing units do not need to demonstrate a certain number of best practices to qualify for Housing Choice designation, the best practices are a part of evaluating grant proposals.**

**For Production and Planning (3%/300) which Housing Best Practices do you have?**

- You **MUST** select at least 7 of the 14 best practices below to qualify for the 3%/300 unit category.
- **TWO Best Practices MUST be in the affordable category.**
- You **MUST** upload documentation to demonstrate achievement of at least 7 of the 14 Best Practices that you select below.

**NOTE: when uploading required documentation, only one file per upload box is allowed, please scan documents into a SINGLE FILE for uploading to each best practice.**

11.a. Allow for Multifamily development in local zoning

Have at least one zoning district that allows multifamily by right (in addition to 40R districts) where there is capacity to add units and that allows for family housing that is not age restricted and does not restrict units with more than 2 bedrooms (or demonstrate a pattern of approving such developments over the last 5 years)

11.a. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.a. Narrative   
*Provide additional narrative here for question 11.a.*

11.b Have Inclusionary Zoning [Affordable Category]

Have inclusionary zoning that provides for reasonable density increases so that housing is not unreasonably precluded

**11.b. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that addresses inclusionary zoning with density increases for provision of affordable units

11.b. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.b. Narrative

*Provide additional narrative here for question 11.b.*

11.c. Have an approved 40R Smart Growth or Starter Home zoning district [Affordable Category]

Have adopted a 40R Smart Growth or Starter Homes zoning district

**11.c. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that implements MGL chapter 40R Smart Growth or Starter Homes provisions

11.c. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.c. Narrative

*Provide additional narrative here for question 11.c.*

11.d. Have Zoning that allows mixed use or cluster developments

Have zoning that allows for mixed use, or cluster developments by right (or can demonstrate a consistent pattern over the last 5 years of approving such developments)

**11.d. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that allows mixed use or cluster development by right. If you believe your community has demonstrated a consistent pattern over the last 5 years of approving such developments, please provide a table with the following information: project address/name, number of units, action taken (approve, deny, withdrawn, appealed) and date of final board decision. If there are questions about these projects program staff may follow up for additional information.

11.d. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.d. Narrative  MSHD (adopted 2019) allows some by-right mixed use redevelopment

*Provide additional narrative here for question 11.d.*

11.e. Allow Accessory Dwelling Units

Have zoning that allows for Accessory Dwelling units (ADUs) by right (or can demonstrate a consistent pattern over the last 5 years of approving ADUs)

**11.e. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that allows ADUs by right. If you believe your community has demonstrated a consistent pattern over the last 5 years of approving ADUs, please provide a table with the following information: project address/name, number of units, action taken (approve, deny, withdrawn, appealed) and date of final board decision. If there are questions about these projects program staff may follow up for additional information.

11.e. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.e. Narrative

*Provide additional narrative here for question 11.e*

11.f. Designated local resources for housing [Affordable Category]

Designated local resources for housing such as establish an Affordable housing Trust, donated land, or spent substantial Community Preservation Act (CPA) funds for community housing over the last 5 years.

**11.f. Instructions:** Provide a narrative description of designated local resources and upload documentation including but not limited to (1) meeting minutes from meetings of Board of Selectmen, Town Meeting or Affordable Housing Trust board awarding funding, designating CPA funds for Community Housing projects and a list of funds spent for community housing projects including number of units produced if applicable, (2) copy of deed conveying property for nominal value, or for reduced value if accompanied by evidence of value or approving conveyance of land for nominal or reduced value; (3) award letter or other documentation of funding award, or (4) copy of Affordable Housing Trust charter.

11.f. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.f. Narrative

*Provide additional narrative here for question 11.f*

11.g. Reduction in Parking requirements for Multi-Family units

Have reduced parking requirement(s) for Multi-Family units within the last 5 years, or require no more than 1 parking space per unit for multifamily units.

**11.g. Instructions.** Provide a copy of the section of your current zoning ordinance or by-law that demonstrates no more than one (1) parking space per unit for multi-family developments and/or describe the reduction in parking requirements that occurred within the last 5 years.

11.g. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

MSHD (2019) reduces multi-family parking to 1 space per unit (for senior housing/cottages) and 1.23 spaces per unit (for low- mid-rise MF housing). Medfield does not have public transportation so the MSHD also encourages shared parking for mix-uses.

11.g. Narrative

*Provide additional narrative here for question 11.g*

11.h. Training for Land Use Board Members

Board members received training in the last 5 years

*Requires evidence that a MAJORITY of a Board received training*

**11.h. Instructions.** Provide evidence of education and training for a majority of members on a land use board (Planning Board, Zoning Board of Appeals, Select Board and/or City Council) from Citizens Planner Training Collaborative (CPTC), Massachusetts Housing Partnership's (MHP's) Housing Institute or Urban Land Institute's (ULI's) Urban Plan Public Leadership Institute over the last 5 years. Comparable training will be evaluated on a case by case basis.

11.h. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.h. Narrative  PB & ZBA members attend CPTC and 40B trainings

*Provide additional narrative here for question 11.h*

11.i. Achieved 10% or greater in your Subsidized Housing Inventory (SHI) [Affordable Category].

Have units currently eligible for inclusion in the Subsidized Housing Inventory (SHI) that equal or exceed 10% of total year-round housing stock, according to the DHCD subsidized housing inventory

*NEW FOR 2020 DESIGNATION: SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards your community's SHI totals.*

**11.i. Instructions.** Provide a copy of most recently published SHI for your community. If you believe there are additional units eligible for inclusion on the SHI, but not reflected on the SHI, documentation of those units must meet the standards applied by DHCD under its regulations and guidelines in determining whether units are SHI-eligible. **NEW FOR 2020**

**DESIGNATION:** SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards your community's SHI totals.

11.i. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.i. Narrative

*Provide additional narrative here for question 11.i.*

11.j. Have increased your community's SHI by at least 2.5% points in the last 5 years [Affordable Category]

Have increased units currently eligible for inclusion in the Subsidized Housing Inventory (SHI) by at least 2.5%, according to the DHCD subsidized housing inventory

*NEW FOR 2020 DESIGNATION: SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards your community's SHI totals.*

**11.j. Instructions.** Provide a copy of most recently published SHI for your community showing at least a 2.5% increase over the last 5 years. If you believe there are additional units eligible for inclusion on the SHI, but not reflected on the SHI, documentation of those units must meet the standards applied by DHCD under its regulations and guidelines in determining whether units are SHI-eligible. **NEW FOR 2020 DESIGNATION:** SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards this best practice.

11.j. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.j. Narrative

*Provide additional narrative here for question 11.j.*

11.k. Community Compact with Housing Best Practice

Have applied for (or received) a Community Compact with a housing best practice

**11.k. Instructions.** Provide a copy of Community Compact application/award showing the Housing Best Practice. Here is the web page for the Community Compact Cabinet: <https://www.mass.gov/orgs/community-compact-cabinet>

11.k. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.k. Narrative

*Provide additional narrative here for question 11.k.*

11.l. Participate in Housing related incentive programs [Affordable Category]

Participate in the Housing Development Incentive Program, have adopted an Urban Center Housing Tax Increment Financing district, approved District Improvement Financing (DIF) related to housing, have adopted an Urban Renewal Plan that includes a significant Housing element

**11.l. Instructions.** If you are participating in the HDIP program, provide a copy of a DHCD-approved Housing Development Tax Increment Exemption Agreement, together with copies of any award letters for state Housing Development Tax Credits for specific projects. If you have adopted an UCH-TIF district, provide a copy of your DHCD-approved urban center housing tax increment financing plan, together with copies of any approved UCH-TIF agreements. For Urban Renewal Plans, submit evidence of substantial housing element(s) in the plan.

11.l. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.l. Narrative

*Provide additional narrative here for question 11.l*

11.m. Have adopted local option property tax mechanisms that promote housing [Affordable Category]

Have adopted local option property tax relief programs either as provided for by statute (MGL c. 59 section 5) or through a home rule petition

**11.m. Instructions.** Provide a copy of local bylaw or ordinance establishing the tax relief program.

11.m. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.m. Narrative

*Provide additional narrative here for question 11.m*

11.n. Certified Housing Production Plan

Have a CERTIFIED Housing Production Plan which means that you have an DHCD approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in year round housing units

**11.n. Instructions.** There is a difference between a CERTIFIED Housing Production Plan (HPP) and one that has been APPROVED by DHCD. A certified HPP which means that you have an DHCD approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in your year round housing units (see <https://www.mass.gov/service-details/chapter-40-b-housing-production-plan> for more information). Provide a copy of your current Housing Production Plan and the DHCD certification letter.

11.n. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.n. Narrative

*Provide additional narrative here for question 11.n*

12. Use the space below to provide additional details about your community's Best Practices

*Provide additional narrative here if needed*

Medfield has been successful in implementing its HPP by partnering with the local development community. We sought developers who had land, experience, capacity, and capital to quickly kickstart small-scale affordable housing developments throughout Medfield.

### Certification and Signatures

The Housing Choice application for Designation requires the signatures of both the Local Building Official and the Chief Executive Officer (Mayor, Board of Selectmen Chair or City/Town Manager). Please print this page, get signatures, scan and upload the signed pages below.

#### 13. Certification by local building official

By signing below, I certify that the building permit data for additional year-round housing units over the last 5 years is true and accurate. The data includes **only additional year-round housing units**, where demolished units were replaced 1:1 the new building permits are not included (or if permits for units replacing tear downs cannot be excluded from other additional unit permits, then demolition data is being provided); and conversions of commercial property to housing are included (such as mill conversions).

Gary Sign

x

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Sign on the line above, enter name and title below

13.a. Local Building Official Name\*

Gary First Name\*

Pelletier Last Name\*

13.b. Local Building Official Email\* gpelletier@medfield.net

The Housing Choice application for Designation requires the signatures of both the Local Building Official and the Chief Executive Officer (Mayor, Board of Selectmen Chair or City/Town Manager). Please print this page, get signatures, scan and upload the signed pages below.

#### 14. Certification by Chief Executive Officer

Gus Sign

x

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Sign on the line above, enter name and title below

14.a. City/Town Chief Executive Officer Name\*

First Name\*

Last Name\*

14.b. City/Town Chief Executive Officer Email\* [gmurby1651@gmail.com](mailto:gmurby1651@gmail.com)

14.c. City/Town Chief Executive Officer Mailing Address\*

Address Line 1

Address Line 2

City

State

ZIP Code

15. Upload Signature Page (s) here

*Please print this page, get required signatures and upload the file here*

## **Bullet Point Lease Agreement Summary**

- 1. PARTIES:** Town of Medfield (“Landlord”) and Cultural Alliance of Medfield, Inc. (“Tenant”), to be assigned to another entity as project progresses.
- 2. LEASED PREMISES:** The land and buildings shown on Exhibit A.
- 3. TERM:** 99 Years
- 4. PURPOSE AND USE OF THE LEASED PREMISES:**
  - a. Offices of nonprofit and educational organizations;**
  - b. Classroom instruction;**
  - c. Artist studios and art gallery;**
  - d. Public events, including fundraising events, meetings open to the public, staged productions and similar events;**
  - e. During the Lease term, Tenant and its employees, agents, representatives and invitees shall have the right to use in common with others lawfully entitled thereto the grounds and parking areas adjacent to the Buildings.**
- 5. PROHIBITTED PURPOSE/USES**
- 6. RENT:** One Dollar per Year
- 7. ADDITIONAL TENANT OBLIGATIONS IN LIEU OF RENT**
- 8. HEAT, UTILITIES, WATER AND SEWER**
- 9. OBLIGATION TO MAINTAIN AND KEEP IN GOOD REPAIR, CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR**
- 10. INSURANCE**
- 11. INDEMNIFICATION OF LANDLORD**
- 12. TENANTS DEFAULT (Definition)**
- 13. PROVISIONS FOR NOTICE OF DEFAULT AND OPPORTUNITY TO CURE**
- 14. LANDLORD’S REMEDIES UPON TENANT’S DEFAULT**
- 15. COMPLIANCE WITH LAWS AND REGULATIONS**
- 16. DESTRUCTION OF PREMISES**
- 17. SUBORDINATION**
- 18. ARBITRATION**
- 19. MISCELLANEOUS TERMS**
- 20. REPORTS AND APPROVALS**
- 21. TENANT’S RIGHT TO MORTGAGE**



Landlord. Tenant's utility lines may be relocated at the expense of the Landlord or its other lessees of portions of the MSH Property so long as (i) such relocated utility lines are comparable in size and capacity to the then-existing utility lines serving the Leased Premises and (ii) the Tenant's then-existing utility lines are not disrupted during such time as the relocated utility lines are being constructed. The Landlord shall cause its other lessees of portions of the MSH Property to cooperate with the Tenant in the installation of shared utility lines, provided that Tenant pays a reasonable proportion of the costs of such shared utility lines.

### 3. TERM.

- a. The term of the Lease shall be for a period of 99 years commencing on [\_\_\_\_\_, 2020] and ending on [\_\_\_\_\_, 2119] unless sooner terminated as hereinafter provided. If a new lease has not been executed at the end of the term of this Lease, this Lease shall be extended with the same terms and conditions except that each party shall have the right to terminate the Lease by giving at least ninety (90) days' prior written notice to the other party.
- b. The parties agree that this Lease shall be implemented in three separate phases:
  1. The first phase shall be referred to as the "Preconstruction Period."
  2. The second phase shall be referred to as the "Construction Period."
  3. The final/third phase shall be referred to "Occupancy Period."
- c. The three above-referenced phases are described in Addendum A to this Lease which shall define additional terms which apply only to those phases. The Preconstruction Period shall refer to that period of time necessary to raise the funds needed to begin the construction of the Project, to complete plans and specifications for the Project and to execute a construction contract for the Project. Once the parties have mutually agreed that the Preconstruction Period has been completed, they will indicate their agreement in writing (the "Construction Approval"). The Construction Approval will include an acknowledgement of the approved plans and specifications, the approved sources and uses and the approved construction contract, at which point the Construction Period will begin.
- d. Prior to the commencement of the Construction Period, the Board of Selectmen shall have the opportunity to review the plans and specifications for the Project, the sources and uses for the Project and the construction contract for the Project for the purpose of determining the financial viability of the Project and the conformance of the proposed Project with the terms of this Lease. The Construction Approval shall evidence the approval by the Board of Selectmen of the foregoing, which approval shall not be unreasonably withheld, conditioned or delayed.
- e. The Tenant shall have a period of up to seven years to complete the Preconstruction Period and obtain the Construction Approval (as it may be extended, the "Construction Commencement Deadline"). The Construction Commencement Deadline shall be extended by up to three one-year periods upon request of the Tenant in writing to the Landlord made at least 30 days before the then-current Construction Commencement Deadline, which request shall describe the progress made by the Tenant to date toward achieving the Construction Approval. Unless the Landlord reasonably determines prior to the then-current Construction Commencement Deadline that Tenant's progress toward Construction Approval is inadequate, the Construction Commencement Deadline shall be deemed extended by such one-year period. The Construction Commencement Deadline shall not be extended for more than three consecutive one-year period except by written amendment to this Lease signed by both the Tenant and the Landlord.
- f. If the Tenant has not obtained the Construction Approval on or before the Construction Commencement Deadline, this Lease shall automatically terminate.

4. PURPOSE AND USE OF THE LEASED PREMISES:

Tenant and its subtenants, employees, agents, representatives and invitees may use the Leased Premises for the following uses:

- a. Offices of nonprofit and educational organizations;
  - b. Classroom instruction;
  - c. Artist studios and art gallery;
  - d. Public events, including fundraising events, meetings open to the public, staged productions and similar events;
  - e. During the Lease term, Tenant and its employees, agents, representatives and invitees shall have the right to use in common with others lawfully entitled thereto the publicly accessible grounds and parking areas adjacent to the Buildings.
  - f. The Chapel shall include flexible seating for about 325 to host live music performances with opportunities for film, storytelling, literary, and other cultural events. The Chapel will remain a community resource with opportunities for educational, arts, business and civic group meetings and special events. A catering kitchen and concessions will be installed to support these activities.
  - g. The grounds will accommodate live performance, outdoor movies and events with opportunities for festivals, markets, public art, and the like.
  - h. The former infirmary shall be a center of education for youth and adults with studios for private and group lessons in the visual and performing arts.
5. PROHIBITED PURPOSE/USES. It is agreed and understood that the Leased Premises shall be used for purposes detailed in Section 4 above and no other purposes without the Landlord's prior written approval. As long as the Tenant shall engage in permitted uses of the property as defined in Section 4 above, it shall peaceably hold the rented premises without hindrance or interruption by the Landlord, or any other persons acting through or under the Landlord.
6. RENT. The Tenant shall pay nominal rent of One (\$1.00) Dollar per year and in addition, all necessary expenses associated with the occupancy of the premises including, but not limited to water and sewer charges, telephone, utility, electric, and heating expenses.
7. ADDITIONAL TENANT OBLIGATIONS IN LIEU OF RENT.
- a. Maintenance/Repairs: The Tenant shall undertake all usual maintenance and repair of the Leased Premises, along with the surrounding grounds as defined on the attached Exhibit, with reasonable cooperation and support from the Town, at Tenant's sole cost and expense.
  - b. Improvements: The Tenant shall pay for any and all improvements to the Leased Premises made in accordance with the purposes set forth in Section 4 of this Lease and Tenant shall save and hold Landlord free of and harmless from any cost, charge, expense or lien arising from or on account of such work.
  - c. It is agreed and understood that the Tenant may make alterations, additions, or improvements to, or install any fixtures on the Leased Premises, in accordance with the Approved Plans (as defined below) or, with respect to material alterations, additions or improvement not shown on the Approved Plans, as otherwise approved by the Board of Selectmen, such approval not to be unreasonably withheld, conditioned or delayed.
  - d. It is understood that there shall be prior review and approval from the Board of Selectmen before significant structural work is undertaken. The review and approval

shall determine the financial viability, the contractor's proposal and the contractor's fitness for the Project and reputation. The parties agree that this review shall occur as needed. The plans and specifications for the Project, once approved by the Board of Selectmen shall be referred to as the "Approved Plans". Any material changes to the structure or systems of the Project from the Approved Plans shall also be subject to approval by the Board of Selectmen and the Approved Plans shall be deemed to include any such changes approved by the Board of Selectmen as well as any changes not requiring approval by the Board of Selectmen. This provision shall apply to all Tenant's undertakings both as specified within the body of the Lease Agreement and in Addendum A.

8. HEAT, UTILITIES, WATER AND SEWER. Tenant shall pay all costs as set forth in Section 6.
9. OBLIGATION TO MAINTAIN AND KEEP IN GOOD REPAIR. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR. The Tenant, at its expense, shall make all necessary repairs and replacements to the Leased Premises, including the repair and replacement of pipes, electrical wiring, heating and plumbing systems and appliances and their appurtenances. The quality and class of all repairs and replacements shall be consistent with the purposes set forth in Section 4 of this Lease. The parties agree that this obligation shall not begin until the Tenant begins undertaking work on the premises that. The parties agree that the Tenant's obligation of care and maintenance shall extend to those surrounding grounds which are shown on the Lease Plan. The Landlord shall retain all obligations with respect to the infrastructure of the greater MSH Property not otherwise expressly imposed on the Tenant hereunder.
10. INSURANCE
  - a. By Landlord. Landlord shall at all times during the term of this Lease, at its expense, insure and keep in effect on the building in which the Leased Premises is located casualty insurance with extended coverage. The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property.
  - b. By Tenant. Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage insurance policies with respect to the Leased Premises. Such policies shall name the Landlord and Tenant as insureds and have agreed upon limits for coverage including injury or death to any one person, for any one accident and/or damage to property. Such policies shall be in whatever forms and with such insurance companies as are reasonably satisfactory to Landlord, shall name the Landlord as additional insured, and shall provide for at least ten days' prior notice to Landlord of cancellation. The parties agree that this obligation shall not begin until the Tenant begins undertaking work on the premises that requires insurance to be in place or until the Tenant's representative begin assessing the property, whichever occurs first.
11. INDEMNIFICATION OF LANDLORD. Protection of the personal property and contents of the Leased Premises are the sole responsibility of the Tenant. The Tenant waives any and all claims against the town as to personal property claims. The parties agree that neither shall be held responsible for the negligent acts of the other. To the extent that either party is found responsible for acts deemed negligent or criminal in nature, then they agree to indemnify and hold the other party harmless for any of those acts. In consideration of the Landlord's agreement to lease the Leased Premises to Tenant, Tenant expressly waives in advance any and all rights to sue and releases any and all claims which it, its officers, directors, shareholders, employees, customers, invitees or visitors may have against the Town of Medfield or any of its officials or employees in any way arising from or connected with Tenant's use of the Landlord's property and Tenant

further agrees to indemnify, hold harmless, and defend the Town of Medfield and its officials and employees to the fullest extent permitted by law from and against any and all liability, loss, damage or expense, including court costs and attorney's fees arising from or connected with Tenant's use of the Leased Premises, injury or damage suffered by any third part and/or Tenant's violation of any term of this Agreement including but not limited to its failure to vacate Town property upon the termination of this Lease for any reason. Tenant agrees to procure and maintain general liability insurance with affirmative contractual liability coverage to secure its obligations contained in this Section.

12. TENANTS DEFAULT (DEFINITION). As used in this Lease, Tenant's default shall be defined as follows:

- a. Tenant shall be deemed in default of this Lease if the premises are used in a manner inconsistent with Section 4 of this Lease.
- b. Tenant shall be deemed in default of this Lease if it allows the Premises to be used for illegal purposes.
- c. Tenant shall be deemed in default of this Lease if the corporate status is dissolved or ceases to exist.
- d. Tenant shall be deemed in default of this Lease if it abandons the Premises.
- e. Tenant shall be deemed in default of this Lease upon the filing of any bankruptcy action.
- f. Tenant shall be deemed in default of this Lease for failure to comply with those obligations set forth in Sections 4 and 6 through 10 of this Lease.

13. PROVISION FOR NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. The Landlord shall notify the Tenant in writing of any default.

- a. The Tenant shall have the opportunity to cure any default within a sixty (60) day period of time.
- b. After 60 days, should the parties still be unable to resolve a default, and should there remain a dispute about said default, then the parties shall agree to enter arbitration as defined under Section 18.
- c. Without any approval by Landlord, Tenant shall have the right to secure an equity investment from and to issue an equity interest to any commercial bank, insurance company, pension fund, equity fund, trust, savings bank, investment bank, or company in the business of investing in federal historic rehabilitation tax credits (an "Institutional Investor"). Any such Institutional Investor holding such an interest is referred to as the "Investor." All costs incurred in connection with securing an Investor shall be paid by Tenant. If Tenant shall forward to Landlord a written notice setting forth the name and address of an Investor, then if Landlord shall give a default notice to Tenant, Landlord shall simultaneously give a copy of such default notice to the Investor at the address contained in such notice from Tenant or such alternative address thereafter designated by the Investor. Any such copy of a default notice shall be given in the same manner provided in this Lease for giving notices between Landlord and Tenant. Notwithstanding anything to the contrary contained in this Lease, any event of default arising pursuant to Section 12 hereof may be cured by the Investor or its affiliates or designees, on behalf of Tenant, and such cure shall be accepted by Landlord on the same basis as if made by Tenant itself.

14. LANDLORD'S REMEDIES UPON TENANT'S DEFAULT. In the event of any breach of this Lease by the Tenant, which shall not have been cured within the appropriate time period, then the Landlord, besides other rights and remedies it may have, shall have the immediate right of reentry. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may terminate the Lease.

15. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant at its expense shall obtain all required licenses or permits for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in applying for all such permits or licenses.
16. DESTRUCTION OF PREMISES. If the Building(s) located on the Leased Premises is/are damaged by fire other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building(s), this Lease shall terminate. Should this Lease terminate, under this Section, then there shall not be continuing obligation by and between the parties.
17. SUBORDINATION. This Lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by the Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.
18. ARBITRATION. Should any matter develop which appears beyond the scope of this Lease, or is subject to a difference of interpretation, the parties shall agree to enter into arbitration as a means to resolve the outstanding issue.
19. MISCELLANEOUS TERMS
  - a. Notices. Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, address to Tenant or to the Landlord at the addresses set forth above.
  - b. Severability. If any Section or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other Section or provision, which shall remain in full force and effect.
  - c. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
  - d. Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
  - e. Successors. This Lease is binding on all parties who lawfully succeed to the rights to take the place of the Landlord or Tenant.
  - f. No Individual Liability. It is agreed and understood that any and all members of the Cultural Alliance of Medfield, Inc., a non-profit corporation, shall not be held personally liable for the Corporation's obligations hereunder.
  - g. Assignment. The Tenant shall have the right to assign this Lease, or to sublease the Leased Premises for all or a portion of the term hereof, to a limited partnership or limited liability company (a "Transferee") for the purpose of securing funding or tax credits, provided that (i) the Landlord determines that the proposed Transferee is financially viable and otherwise suitable to perform hereunder, (ii) the Transferee agrees, in writing, to abide by all of the terms of the original Lease and (iii) the manager or general partner of the Transferee is owned and controlled by Cultural Alliance of Medfield, Inc. or another non-profit corporation organized under Chapter 180 of the Massachusetts

General Laws. No assignment, by the Tenant, shall be contrary to the legislation herein referred to as Chapter 40 of the Acts of 2019.

- h. Tax Ownership. For federal and state income tax purposes, Tenant alone shall be entitled to all of the tax attributes of ownership of the improvements, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the federal historic rehabilitation tax credit described in Section 47 of the Internal Revenue Code and the Massachusetts historic rehabilitation tax credit described in M.G.L. c.62, §6J, M.G.L. c.63, §38R and 830 C.M.R. §63.38R.1 et seq.
20. REPORTS AND APPROVALS. The Landlord and Tenant agree that in order for the Landlord to be satisfied that the Lease terms are being satisfied, the Tenant shall submit an annual report during the Preconstruction and Construction Periods. The reports shall include information regarding the fundraising and financial status of the Project and the progress on the assessment and construction of the Project and shall conclude when the Project is completed and suitable for occupancy. These reports shall be informational and only upon notification that the reports are a cause of concern to the Board of Selectmen shall the Tenant need to cease work on the Project. The Board of Selectmen shall not request a cessation of work unless the Board of Selectmen believes that the work is not consistent with the Approved Plans or otherwise is in violation of the terms and conditions of this Lease. The Board of Selectmen shall provide approvals for significant structural work whenever a report includes a proposal for construction to be done on the Leased Premises that is not already shown in the Approved Plans. Said approvals shall not be unreasonably withheld so as to hold up progress on the Project. In the absence of an objection to proposed work the Tenant shall be allowed to continue with any work which has already begun.
21. TENANT'S RIGHT TO MORTGAGE. Without any approval by Landlord, Tenant shall have the right to borrow money secured by its interest in the Premises from any financial institution or other mortgage lender customarily engaged in the business of providing real estate financing, including but not limited to any commercial bank, insurance company, pension fund, equity fund, trust, savings bank, investment bank, or company in the business of "securitizing" loans or a so-called conduit lender (any of the foregoing being an "Institutional Lender" or "Institutional Lenders"); and any Institutional Lender(s) holding any such mortgage shall have the right to assign such mortgage to any other Institutional Lender(s). Any such mortgage granted by Tenant, including those referred to in the remainder of this Section 22, is hereinafter referred to as a "Leasehold Mortgage" and the Institutional Lender holding the same is referred to as the "Leasehold Mortgagee." All costs incurred in connection with a Leasehold Mortgage shall be paid by Tenant. No Leasehold Mortgage now or hereafter constituting a lien upon Tenant's leasehold or this Lease shall ever extend to or encumber the fee interest of Landlord including Landlord's reversionary estate. Tenant or the holder of a Leasehold Mortgage shall provide to Landlord a copy of all Leasehold Mortgages, together with the promissory note secured thereby and all associated loan documents. If the Leasehold Mortgagee shall forward to Landlord a written notice setting forth the name and address of the Leasehold Mortgagee, then until the time that such Leasehold Mortgage shall be satisfied of record or the Leasehold Mortgagee shall give to Landlord written notice that such Leasehold Mortgage has been satisfied:
- (a) No voluntary action by Tenant to cancel, surrender, terminate or modify this Lease shall be binding upon the Leasehold Mortgagee without its prior written consent, and Landlord shall not enter into an agreement with Tenant to amend, modify, terminate or cancel this Lease and shall not permit or accept a surrender of this Lease prior to the end of the Term without, in each case, the prior written consent of the Leasehold Mortgagee. In the event Tenant and Landlord desire to enter into any of the aforementioned agreements, it shall be the responsibility of Tenant to obtain the consent of the Leasehold Mortgagee.

(b) If Landlord shall give any notice of default or of a condition which could lead to default (“Default Notice”) to Tenant, Landlord shall simultaneously give a copy of such Default Notice to the Leasehold Mortgagee at the address theretofore designated by the Leasehold Mortgagee. Any such copy of a Default Notice shall be given in the same manner provided in the Lease for giving notices between Landlord and Tenant. No Default Notice given by Landlord to Tenant shall be binding upon or affect the Leasehold Mortgagee unless a copy of such Default Notice shall be given to it as so provided. In the case of an assignment of a Leasehold Mortgage or change in address of the Leasehold Mortgagee, the assignee or Leasehold Mortgagee, by written notice to Landlord, may change the address to which copies of Default Notices are to be sent. Landlord shall not be bound to recognize any assignment of a Leasehold Mortgage unless and until Landlord shall have been given written notice thereof together with a copy of the executed assignment and the name and address of the assignee. Thereafter, such assignee shall be deemed to be a Leasehold Mortgagee hereunder. Landlord shall not exercise any right, power or remedy with respect to any default of Tenant under this Lease unless Landlord shall have given to the Leasehold Mortgagee a copy of the Default Notice as provided herein and such default shall not have been cured within the applicable grace period set forth in this Lease.

(c) The Leasehold Mortgagee shall have the right to perform any term, covenant, or condition and to remedy any default by Tenant under this Lease within the applicable time period afforded Tenant, plus an additional period of thirty (30) days. Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that if the default is not a default in the payment of money and is of a nature that possession of the Premises by the Leasehold Mortgagee is reasonably necessary for the Leasehold Mortgagee to remedy the default, the Leasehold Mortgagee shall be granted an additional period of time (not to exceed 90 days) within which to obtain possession of the Premises. If a Leasehold Mortgagee becomes the holder of Tenant’s leasehold estate in the Premises, Landlord agrees that any judgments, claims or lawsuits obtained by Landlord against the Leasehold Mortgagee and arising under this Lease shall be satisfied solely out of the Leasehold Mortgagee’s interest in the Premises. Notwithstanding anything contained in this Lease to the contrary, a Leasehold Mortgagee shall in no event be required to cure or remedy any default (a “Non-Curable Default”) which is a default which is particular to Tenant and does not continue after the Leasehold Mortgagee succeeds to the interest of Tenant, such as but not limited to a bankruptcy by the Tenant or a misrepresentation by Tenant, and upon foreclosure or other acquisition of the Tenant’s interest in this Lease by the Leasehold Mortgagee or its designee, all Non-Curable Defaults shall be deemed to have been fully cured as to the Leasehold Mortgagee, its designee and their respective successors and assigns, but the foregoing shall not constitute a waiver by Landlord of such default with respect to Tenant or a release of Tenant with respect to any such default. No Leasehold Mortgagee (or its designee as may have acquired Tenant’s leasehold estate through foreclosure) shall become personally liable under this Lease unless and until it becomes the holder of Tenant’s leasehold estate and then only as provided herein, and upon any assignment of this Lease by a Leasehold Mortgagee or its designee, the assignor (but not the assignee or any subsequent assignor, purchaser or transferee) shall be relieved of any further liability which may accrue under this Lease from and after (but not before) the date of such assignment, provided that the assignee shall execute and deliver to Landlord a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease on Tenant’s part to be performed and observed thereafter arising, it being the intention of the parties that once the Leasehold Mortgagee (or such designee) shall succeed to Tenant’s interest under this Lease, a subsequent assignment by such Leasehold Mortgagee (or such designee) shall effect a release of its liability hereunder, except for liability which accrued prior to such assignment.

(d) In the event of the termination of this Lease prior to its stated expiration date by reason of rejection of this Lease by Tenant in a bankruptcy proceeding or otherwise, notice thereof shall be given by Landlord to the Leasehold Mortgagee, together with a statement of all amounts then due to Landlord from Tenant under this Lease (other than any accelerated rents), and Landlord shall enter into a new lease of the Premises with the Leasehold Mortgagee or, at the request of such Leasehold Mortgagee, with a corporation or other entity formed by or on behalf of such Leasehold Mortgagee (which corporation or other entity shall, when identified to Landlord by Leasehold Mortgagee, be included within the meaning of "Leasehold Mortgagee" as used in this Section), for the remainder of the term, effective as of the date of such termination, at the Base Rent and upon the covenants, agreements, terms, options, provisions and limitations herein contained and, to the extent possible, with the same priority as this Lease, provided such Leasehold Mortgagee makes written request to Landlord for such new lease within sixty (60) days from the date it received notice of such termination. Landlord shall be under no obligation to remove from the Premises Tenant or anyone holding by, through or under Tenant or any other occupant whose interest is not in privity of estate with the interest to be acquired by the Leasehold Mortgagee under such new lease, and the new tenant shall take subject to the possessory rights, if any, of such tenants or occupants and (i) any and all liens and encumbrances in effect on the date of this Lease; (ii) any easement, right of way or other agreement not constituting a lien which Landlord shall have approved and entered into during the term of and in accordance with the terms of this Lease; (iii) any other encumbrances which Landlord shall have entered into or approved under and in accordance with the terms of the Lease; (iv) the lien of taxes on the Premises which are not yet due and payable, and (v) any other lien or encumbrance created or caused by Tenant. It is specifically acknowledged and agreed that all covenants, duties and obligations of Tenant hereunder shall survive the execution of any new lease between Landlord and the Leasehold Mortgagee (or its designee) pursuant to this sub-paragraph (d) and that such execution shall not release or be deemed to release Tenant from any liability for failure to perform any such covenant, duty or obligation. Upon Landlord's entering into such a new lease, Landlord shall assign all its rights, title and interest, as landlord, under any subleases by Tenant of the Premises or any portion thereof to the Leasehold Mortgagee and Landlord agrees not to terminate, modify or take any action which would otherwise affect any such subleases while the Leasehold Mortgagee retains its right to enter into a new lease as hereinabove provided. In the event more than a single Leasehold Mortgagee shall make a request for a new lease hereunder, the Leasehold Mortgagee senior in lien priority shall have the prior right to a new lease and the certification of such priority from a title company duly licensed to do business in Massachusetts shall be conclusively binding on all parties concerned.

(e) Notwithstanding anything to the contrary in this Lease, any Leasehold Mortgagee (or any unrelated purchaser at a foreclosure sale or an assignee under an assignment in lieu of foreclosure, directly or indirectly, is wholly owned and controlled by such Leasehold Mortgagee) may acquire title to the Premises by foreclosure or a transfer in lieu of foreclosure without any consent or approval by Landlord.

(f) In the event of the termination of this Lease prior to its stated expiration date by reason of rejection of this Lease by Tenant in a bankruptcy proceeding or otherwise, notice thereof shall be given by Landlord to the Leasehold Mortgagee, together with a statement of all amounts then due to Landlord from Tenant under this Lease (other than any accelerated rents), and Landlord shall enter into a new lease of the Premises with the Leasehold Mortgagee or, at the request of such Leasehold Mortgagee, with a corporation or other entity formed by or on behalf of such Leasehold Mortgagee or any unrelated purchaser at a foreclosure sale or an assignee under an assignment in lieu of foreclosure (which corporation or other entity shall, when identified to Landlord by Leasehold Mortgagee, be included within the meaning of "Leasehold

Mortgagee” as used in this Section), for the remainder of the term, effective as of the date of such termination, at the Base Rent and upon the covenants, agreements, terms, options, provisions and limitations herein contained and, to the extent possible, with the same priority as this Lease, provided such Leasehold Mortgagee makes written request to Landlord for such new lease within sixty (60) days from the date it received notice of such termination.

(g) Landlord agrees at any time and from time to time, upon not less than ten (10) days prior written notice, to execute, acknowledge and deliver without charge to any Leasehold Mortgagee, or to any prospective Leasehold Mortgagee designated by either Tenant or any Leasehold Mortgagee, or to any prospective purchaser of Tenant’s leasehold interest designated by Tenant (1) a statement in writing stating that this Lease is in full force and effect and unmodified (or if there have been any modifications, identifying the same by the date thereof and specifying the nature thereof), that no notice of default or notice of termination of this Lease has been served on Tenant (or if Landlord had served such notice, Landlord shall provide a copy of such notice or state that the same has been revoked, if such be the case), that to the Landlord’s knowledge no default exists under this Lease or state or condition that, with the giving of notice, the passage of time, or both, would become a default (or if any such default does exist, specifying the same), and the date to which the Rent and other amounts due under this Lease have been paid and any other information as may be reasonably requested, and (2) reasonable modification to this Lease requested by prospective Leasehold Mortgagees that do not alter the basic economic terms or materially and adversely affect Landlord’s rights, obligations and remedies.

IN WITNESS WHEREOF the parties have set their hands and seals as of the date first written above

TOWN OF MEDIFELD  
By its Board of Selectmen

Cultural Alliance of Medfield, Inc.

By: \_\_\_\_\_  
Name:  
Title: Chairman

By: \_\_\_\_\_  
Jean Mineo, its President  
Hereunto duly authorized

EXHIBIT A  
PLAN OF LEASED PREMISES

## Addendum A – Stages of Lease

### 1. PRECONSTRUCTION PERIOD:

A. The parties agree that in order for the Tenant to fulfill their obligations under the terms of this Lease, they will need to secure funding. The Landlord agrees to give the Tenant the time to secure this funding. The Tenant agrees to work diligently to secure funding so that there are no unnecessary delays.

B. The Tenant agrees that on an annual basis, the Landlord shall have the option to privately audit the fundraising efforts of the Tenant for the purpose of affirming that the Tenant is securing the proper funding to move the Project forward.

C. The parties agree that should the Landlord have concerns about the ability, of the Tenant, to secure the necessary funding for the Project, then those concerns shall be brought to the Tenant.

D. The Construction Phase shall not commence until such time as the Tenant has secured sufficient funding (including contributions, loans and tax credit equity) to pay for costs of construction of the Project.

E. Fundraising for operations shall be ongoing throughout the entirety of the Lease.

F. The parties agree that in order for the Tenant to adequately implement the changes necessary to transform the Leased Premises, the Tenant will need a period of time to assess the site.

G. The Landlord agrees that during the Preconstruction Period the Tenant, and its consultants, which shall include, designers, architects, construction personnel and all other necessary individuals necessary to properly evaluate the Leased Premises, shall have use and access to the Leased Premises.

H. Tenant agrees to have insurance which adequately insures any individuals who enter the Leased Premises, and to verify that those individuals have proper insurance as well, with the Landlord as additional insured.

I. Landlord agrees that the Tenant may investigate the fitness of the Leased Premises for their particular purpose of use and to verify that the plans under consideration can be implemented.

J. Both parties agree that should any major structural changes be necessary to investigate a proposed use that the Landlord shall be notified, and the Landlord's consent shall be obtained. See Section 20 for reports and approvals. Landlord agrees not to unreasonably withhold said consent.

K. The Tenant will make reasonable efforts to allow the ongoing use and enjoyment of the Leased Premises by the Town, their agents and assigns, during the Preconstruction Phase of the Project, at no additional expense to the Tenant; and, with full agreement that the Tenant will be indemnified and held harmless for any damage to person or property as a result of said usage.

L. The initial assessment may continue until the Construction Phase begins.

### 2. CONSTRUCTION PERIOD:

A. The parties agree that in order for the Tenant to adequately renovate the Leased Premises, they will need a period of time to perform construction on the site.

B. Landlord agrees that during this renovation period the Tenant, and its contractors, which shall include, designers, architects, construction personnel and all other necessary individuals which are necessary to properly prosecute the Project, shall have the ability to perform construction on the Leased Premises.

C. Tenant agrees to have insurance which adequately insures any individuals who enter, or perform work, on the premises, and to verify that those individuals are properly insured as well.

D. Tenant agrees that the Landlord may investigate the work being done on the premises.

E. Both parties agree that should any major structural changes be necessary, that the Landlord shall be notified, and their consent shall be obtained. Landlord agrees not to unreasonably withhold said consent.

F. The Construction Period shall continue until the grand opening of the Cultural center, that date to be determined by the Tenant once construction is complete.

3. OCCUPANCY PERIOD:

A. During this period, once all construction has been completed, the parties agree that the only remaining obligation of the Tenant shall be to use the Leased Premises in the manner set forth in the Lease and to comply with all of its covenants in the Lease related to operation of the Leased Premises.

B. The Occupancy phase shall continue from the date of the grand opening until such time as the Tenant or Landlord decides that this Lease shall terminate.

TOWN OF MEDFIELD  
By its Board of Selectmen

Cultural Alliance of Medfield, Inc.

\_\_\_\_\_  
(Name, Chairman)

\_\_\_\_\_  
By its President, so duly authorized

**Bullet Point Lease Agreement Summary**

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1. **PARTIES:** Town of Medfield (~~“Landlord”~~) and Cultural Alliance of Medfield, Inc. (~~“Tenant”~~), to be assigned to another entity as project progresses.
2. **LEASED PREMISES:** The land and buildings shown on Exhibit A.
3. **TERM:** 99 Years
4. **PURPOSE AND USE OF THE LEASED PREMISES:**
  - a. Offices of nonprofit and educational organizations;
  - b. Classroom instruction;
  - c. Artist studios and art gallery;
  - d. Public events, including fundraising events, meetings open to the public, staged productions and similar events;
  - e. During the Lease term, Tenant and its employees, agents, representatives and invitees shall have the right to use in common with others lawfully entitled thereto the grounds and parking areas adjacent to the Buildings.

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5. **PROHIBITED PURPOSE/USES;**
6. **RENT:** One Dollar per Year
7. **ADDITIONAL TENANT OBLIGATIONS IN LIEU OF RENT**
8. **HEAT, UTILITIES, WATER AND SEWER**
9. **OBLIGATION TO MAINTAIN AND KEEP IN GOOD REPAIR, CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR**

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**10. MAINTENANCE AND REPAIR:**

~~11-10.~~ **INSURANCE**

~~12-11.~~ **INDEMNIFICATION OF LANDLORD**

~~13-12.~~ **TENANTS DEFAULT (Definition)**

~~14-13.~~ **PROVISIONS FOR NOTICE OF DEFAULT AND OPPORTUNITY TO CURE**

~~15-14.~~ **LANDLORD’S REMEDIES UPON TENANT’S DEFAULT**

~~16-15.~~ **COMPLIANCE WITH LAWS AND REGULATIONS**

~~17-16.~~ **DESTRUCTION OF PREMISES**

~~18-17.~~ **SUBORDINATION**

~~19-18.~~ **ARBITRATION**

~~20-19.~~ **MISCELLANEOUS TERMS**

**20. REPORTS AND APPROVALS**

**21. TENANT’S RIGHT TO MORTGAGE**

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Lease Agreement

THIS LEASE AGREEMENT (this "Lease") is made on the (date) \_\_\_\_\_ day of (month and year); 2020.

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The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

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

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WHEREAS, Town purchased and owns former Medfield State Hospital property; includes (the "MSH Property"), including the former Chapel and Infirmary which are currently vacant and not being put to public or other productive use and Town desires that these buildings be preserved and adaptively reused to benefit community.

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WHEREAS, Cultural Alliance of Medfield, Inc. is a duly-organized, non-profit whose purpose is to preserve and reuse the Chapel and Infirmary for a performing arts and education center. Specifically, the properties included are: the Lee Chapel and the Infirmary (Buildings 24 and 25 at the former Medfield State Hospital) which will be connected by a new shared lobby entrance. The rehabilitation of the Lee Chapel and the Infirmary and the construction of the new shared lobby is referred to herein as the "Project". The land surrounding the buildings shall be included in the Lease Premises, specifically those grounds identified on the plan attached to this Lease as Exhibit A.

WHEREAS, voters at Medfield's October 28, 2019 Special Town Meeting authorized the Board of Selectmen to lease the former Chapel and Infirmary to a public or private entity for said purpose and to petition the General Court for special legislation to provide authorization therefor.

WHEREAS, the Board of Selectmen did file a petition with the General Court for special legislation and the General Court enacted Chapter 40 of the Acts of 2019 providing said authorization.

NOW, THEREFORE, in consideration of the foregoing factual recitals Landlord and Tenant hereby agree as follows:

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

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2. LEASED PREMISES: AND APPURTENANCES,  
a. The Leased Premises are shown on the plan hereto attached as an Exhibit A; (the "Lease Plan").  
b. The Tenant shall have, as appurtenant to the Leased Premises, a right of pedestrian and vehicular access to the Leased Premises over the MSH Property from public ways abutting the MSH Property. Such access shall be over the roadways driveways and sidewalks on the MSH Property, provided that such roadways, driveways and sidewalks may be relocated at the discretion of the Landlord so long as (i) such relocated roadways, driveways and sidewalks provide reasonably comparable pedestrian and vehicular access

to that available as of the date hereof and (ii) the Tenant continues to have pedestrian and vehicular access to the Leased Premises during such time as the relocated roadways, driveways and sidewalks are being constructed.

c. The Tenant shall have, as appurtenant to the Leased Premises, a right to install utility lines for water, sewer, electricity, gas, telecommunications and the like to serve the Leased Premises over the MSH Property from public ways abutting the MSH Property. Such utilities shall be installed in such locations as may be reasonably approved by the Landlord. Tenant's utility lines may be relocated at the expense of the Landlord or its other lessees of portions of the MSH Property so long as (i) such relocated utility lines are comparable in size and capacity to the then-existing utility lines serving the Leased Premises and (ii) the Tenant's then-existing utility lines are not disrupted during such time as the relocated utility lines are being constructed. The Landlord shall cause its other lessees of portions of the MSH Property to cooperate with the Tenant in the installation of shared utility lines, provided that Tenant pays a reasonable proportion of the costs of such shared utility lines.

3. TERM.

a. The term of the Lease shall be for a period of 99 years commencing on [\_\_\_\_\_, 2020] and ending on [\_\_\_\_\_, 2119] unless sooner terminated as hereinafter provided. If a new lease has not been executed at the end of the term of this Lease, this Lease shall be extended with the same terms and conditions except that each party shall have the right to terminate the Lease by giving at least ninety (90) days prior written notice to the other party.

b. The parties agree that this Lease shall be implemented in four separate phases:  
1. The first phase shall be referred to as the "Initial Fundraising Preconstruction Period."  
2. The second phase shall be called referred to as the "Initial Assessment Construction Period."  
3. The final/third phase shall be referred to as the "Construction Period."  
4. The final/fourth phase shall be referred to "Occupancy Period."

c. ~~Each of the first~~ The three above-referenced Phases shall have separate addendums phases are described in Addendum A to this Lease which shall define additional terms which apply only to those phases. The Preconstruction Period shall refer to that period of time necessary to raise the funds needed to begin the construction of the Project, to complete plans and specifications for the Project and to execute a construction contract for the Project. Once the parties have mutually agreed that the individual phase Preconstruction Period has been completed, they will indicate their agreement in writing and then the next phase (the "Construction Approval"). The Construction Approval will begin. The parties agree that the fundraising and assessment period, shall continue throughout the entirety include an acknowledgement of the approved plans and specifications, the approved sources and uses and the approved construction contract, at which point the Construction Period will begin.

d. Prior to the commencement of the Construction Period, the Board of Selectmen shall have the opportunity to review the plans and specifications for the Project, the sources and uses for the Project and the construction contract for the Project for the purpose of determining the financial viability of the Project and the conformance of the proposed Project with the terms of this Lease. The Initial Fundraising Preconstruction Approval shall only refer to that period of time necessary to raise evidence the funds needed to begin approval by the construction Board of Selectmen of the Project. Each

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~~phase of the Project~~foregoing, which approval shall not be unreasonably withheld, conditioned or delayed.

~~e. The Tenant shall have proposed benchmarks. These benchmarks~~a period of up to seven years to complete the Preconstruction Period and obtain the Construction Approval (as it may be extended, the "Construction Commencement Deadline"). The Construction Commencement Deadline shall be based on the best information available to the Tenant at the time. ~~The parties agree that the benchmarks are guidelines and the failure~~extended by up to three one-year periods upon request of the Tenant to meet these benchmarks shall not be deemed a default in writing to the Landlord made at least 30 days before the then-current Construction Commencement Deadline, which request shall describe the progress made by the Tenant to date toward achieving the Construction Approval. Unless the Landlord reasonably determines prior to the then-current Construction Commencement Deadline that Tenant's progress toward Construction Approval is inadequate, the Construction Commencement Deadline shall be deemed extended by such one-year period. The Construction Commencement Deadline shall not be extended for more than three consecutive one-year period except by written amendment to this Lease signed by both the Tenant and the Landlord.

~~f. 4. \_\_\_\_\_ If the Tenant has not obtained the Construction Approval on or before the Construction Commencement Deadline, this Lease shall automatically terminate.~~

#### 4. PURPOSE AND USE OF THE LEASED PREMISES:

Tenant and its subtenants, employees, agents, representatives and invitees may use the Leased Premises for the following uses:

- a. Offices of nonprofit and educational organizations;
- b. Classroom instruction;
- c. Artist studios and art gallery;
- d. Public events, including fundraising events, meetings open to the public, staged productions and similar events;
- e. During the Lease term, Tenant and its employees, agents, representatives and invitees shall have the right to use in common with others lawfully entitled thereto the publicly accessible grounds and parking areas adjacent to the Buildings.
- f. The Chapel shall include flexible seating for about 325 to host live music performances with opportunities for film, storytelling, literary, and other cultural events. The Chapel will remain a community resource with opportunities for educational, arts, business and civic group meetings and special events. A catering kitchen and concessions will be installed to support these activities.
- g. The grounds will accommodate live performance, outdoor movies and events with opportunities for festivals, markets, public art, and the like.
- h. The ~~infirmary~~former infirmary shall be the center of education for youth and adults with studios for private and group lessons in the visual and performing arts.

5. \_\_\_\_\_ PROHIBITED PURPOSE/USES. It is agreed and understood that the ~~property~~Leased Premises shall be used for purposes detailed in Section 4 above and no other purposes without the ~~landlord's~~Landlord's prior written approval.

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5. As long as the Tenant shall engage in permitted uses of the property as defined in Section 4 above, it shall peaceably hold the rented premises without hindrance or interruption by the Landlord, or any other persons acting through or under the Landlord.

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6. ~~6.~~ RENT. The Tenant shall pay nominal rent of One (\$1.00) Dollar per year and in addition, all necessary expenses associated with the occupancy of the premises including, but not limited to water and sewer charges, telephone, utility, electric, and heating expenses.

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7. ~~7.~~ ADDITIONAL TENANT OBLIGATIONS IN LIEU OF RENT.

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- a. Maintenance/Repairs: The Tenant shall undertake all usual maintenance and repair of the Leased Premises, along with the surrounding grounds as defined on the attached Exhibit, with reasonable cooperation and support from the Town, at Tenant's sole cost and expense.
- b. Improvements: The Tenant shall pay for any and all improvements to the Leased Premises made in accordance with the purposes set forth in Section 4 of this Lease and Tenant shall save and hold Landlord free of and harmless from any cost, charge, expense or lien arising from or on account of such work.
- c. It is agreed and understood that the Tenant may make alterations, additions, or improvements to, or install any fixtures on the Leased Premises, in accordance with the Approved Plans (as defined below) or, with respect to material alterations, additions or improvement not shown on the Approved Plans, as otherwise approved by the Board of Selectmen, such approval not to be unreasonably withheld, conditioned or delayed.
- d. It is understood that there shall be prior review and approval from the Board of Selectmen before significant structural work is undertaken. The review and approval shall determine the financial viability, the contractor's proposal and the contractor's fitness for the Project and reputation. The parties agree that this review shall occur as needed. The plans and specifications for the Project, once approved by the Board of Selectmen shall be referred to as the "Approved Plans". Any material changes to the structure or systems of the Project from the Approved Plans shall also be subject to approval by the Board of Selectmen and the Approved Plans shall be deemed to include any such changes approved by the Board of Selectmen as well as any changes not requiring approval by the Board of Selectmen. This provision shall apply to all Tenant's undertakings both as specified within the body of the Lease Agreement and in Addendum A.

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8. ~~8.~~ HEAT, UTILITIES, WATER AND SEWER. Tenant shall pay all costs as set forth in Section 6.

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9. ~~9.~~ OBLIGATION TO MAINTAIN AND KEEP IN GOOD REPAIR. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR. The Tenant, at its expense, shall make all necessary repairs and replacements to the Leased Premises, including the repair and replacement of pipes, electrical wiring, heating and plumbing systems and appliances and their appurtenances. The quality and class of all repairs and replacements shall be consistent with the purposes set forth in Section 4 of this Lease. The parties agree that this obligation shall not begin until the Tenant begins undertaking work on the premises that. The parties agree that the Tenant's obligation of care and maintenance shall extend to those surrounding grounds which are defined shown on the Exhibit attached to this Lease Plan. The landlord Landlord shall retain all obligations with respect to the infrastructure of the greater Medfield State Hospital land MSH Property not otherwise expressly imposed on the Tenant hereunder.

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~~10. 10.~~ INSURANCE

- a. By Landlord. Landlord shall at all times during the term of this Lease, at its expense, insure and keep in effect on the building in which the Leased Premises is located casualty insurance with extended coverage. The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property.
- b. By Tenant. Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage insurance policies with respect to the Leased Premises. Such policies shall name the Landlord and Tenant as insureds and have agreed upon limits for coverage including injury or death to any one person, for any one accident and/or damage to property. Such policies shall be in whatever forms and with such insurance companies as are reasonably satisfactory to Landlord, shall name the Landlord as additional insured, and shall provide for at least ten days' prior notice to Landlord of cancellation. The parties agree that this obligation shall not begin until the Tenant begins undertaking work on the premises that requires insurance to be in place or until the Tenant's representative begin assessing the property, whichever occurs first.

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~~11. 44.~~ INDEMNIFICATION OF LANDLORD. Protection of the personal property and contents of the Leased Premises are the sole responsibility of the Tenant. The Tenant waives any and all claims against the town as to personal property claims. The parties agree that neither shall be held responsible for the negligent acts of the other. To the extent that either party is found responsible for acts deemed negligent or criminal in nature, then they agree to indemnify and hold the other party harmless for any of those acts. In consideration of the Landlord's agreement to lease the Leased Premises to Tenant, Tenant expressly waives in advance any and all rights to sue and releases any and all claims which it, its officers, directors, shareholders, employees, customers, invitees or visitors may have against the Town of Medfield or any of its officials or employees in any way arising from or connected with Tenant's use of the Landlord's property and Tenant further agrees to indemnify, hold harmless, and defend the Town of Medfield and its officials and employees to the fullest extent permitted by law from and against any and all liability, loss, damage or expense, including court costs and attorney's fees arising from or connected with Tenant's use of the Leased Premises, injury or damage suffered by any third part and/or Tenant's violation of any term of this Agreement including but not limited to its failure to vacate Town property upon the termination of this Lease for any reason. Tenant agrees to procure and maintain general liability insurance with affirmative contractual liability coverage to secure its obligations contained in this Section.

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~~12. 42.~~ TENANTS DEFAULT (DEFINITION). As used in this Lease, Tenant's default shall be defined as follows:

- a. Tenant shall be deemed in default of this Lease if the premises are used in a manner inconsistent with Section 4 of this Lease.
- b. Tenant shall be deemed in default of this Lease if it allows the Premises to be used for illegal purposes.
- c. Tenant shall be deemed in default of this Lease if the corporate status is dissolved or ceases to exist.
- d. Tenant shall be deemed in default of this Lease if it abandons the Premises.
- e. Tenant shall be deemed in default of this Lease upon the filing of any bankruptcy action.
- f. Tenant shall be deemed in default of this Lease for failure to comply with those obligations set forth in Sections 4 and 6-through 10 of this Lease.

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~~13. 13.~~ **PROVISION FOR NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.** The

Landlord shall notify the Tenant in writing of any default.

- a. The Tenant shall have the opportunity to cure any default within a sixty (60) day period of time.
- b. After 60 days, should the parties still be unable to resolve a default, and should there remain a dispute about said default, then the parties shall agree to enter arbitration as defined under Section 18.
- c. Without any approval by Landlord, Tenant shall have the right to secure an equity investment from and to issue an equity interest to any commercial bank, insurance company, pension fund, equity fund, trust, savings bank, investment bank, or company in the business of investing in federal historic rehabilitation tax credits (an "Institutional Investor"). Any such Institutional Investor holding such an interest is referred to as the "Investor." All costs incurred in connection with securing an Investor shall be paid by Tenant. If Tenant shall forward to Landlord a written notice setting forth the name and address of an Investor, then if Landlord shall give a default notice to Tenant, Landlord shall simultaneously give a copy of such default notice to the Investor at the address contained in such notice from Tenant or such alternative address thereafter designated by the Investor. Any such copy of a default notice shall be given in the same manner provided in this Lease for giving notices between Landlord and Tenant. Notwithstanding anything to the contrary contained in this Lease, any event of default arising pursuant to Section 12 hereof may be cured by the Investor or its affiliates or designees, on behalf of Tenant, and such cure shall be accepted by Landlord on the same basis as if made by Tenant itself.

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~~14. 14.~~ **LANDLORD'S REMEDIES UPON TENANT'S DEFAULT.** In the event of any breach of this Lease by the Tenant, which shall not have been cured within the appropriate time period, then the Landlord, besides other rights and remedies it may have, shall have the immediate right of reentry. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may terminate the Lease.

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~~15. 15.~~ **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant at its expense shall obtain all required licenses or permits for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in applying for all such permits or licenses.

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~~16. 16.~~ **DESTRUCTION OF PREMISES.** If the Building(s) located on the Leased Premises is/are damaged by fire other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building(s), this Lease shall terminate. Should this Lease terminate, under this Section, then there shall not be continuing obligation by and between the parties.

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~~17. 17.~~ **SUBORDINATION.** This Lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by the Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

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~~18. 18.~~ **ARBITRATION.** Should any matter develop which appears beyond the scope of this Lease, or is subject to a difference of interpretation, the parties ~~may mutually~~ shall agree to enter into arbitration as a means to resolve the outstanding issue. ~~Arbitration shall only be upon the mutual agreement of the parties as a way of moving forward through a dispute.~~

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~~19. 19.~~ **MISCELLANEOUS TERMS**

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- a. Notices. Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, address to Tenant or to the Landlord at the addresses set forth above.
- b. Severability. If any Section or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other Section or provision, which shall remain in full force and effect.
- c. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
- d. Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
- e. Successors. This Lease is binding on all parties who lawfully succeed to the rights to take the place of the Landlord or Tenant.
- f. No Individual Liability. It is agreed and understood that any and all members of the Cultural Alliance of Medfield, Inc., a non-profit corporation, shall not be held personally liable for the Corporation's obligations hereunder.
- g. Assignment. The Tenant shall have the right to assign this Lease, or to sublease the Leased Premises for all or a portion of the term hereof, to a limited partnership or limited liability company (a "Transferee") for the purpose of securing funding or tax credits, provided that (i) the Landlord determines that the proposed Transferee is financially viable and otherwise suitable to perform hereunder. (ii) the Transferee agrees, in writing, to abide by all of the terms of the original Lease and (iii) the manager or general partner of the Transferee is owned and controlled by Cultural Alliance of Medfield, Inc. or another non-profit corporation organized under Chapter 180 of the Massachusetts General Laws. No assignment, by the Tenant, shall be contrary to the legislation herein referred to as Chapter 40 of the Acts of 2019.
- h. Tax Ownership. For federal and state income tax purposes, Tenant alone shall be entitled to all of the tax attributes of ownership of the improvements, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the federal historic rehabilitation tax credit described in Section 47 of the Internal Revenue Code and the Massachusetts historic rehabilitation tax credit described in M.G.L. c.62, §6J, M.G.L. c.63, §38R and 830 C.M.R. §63.38R.1 et seq.

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~~21. 20.~~ **REPORTS AND APPROVALS.** The Landlord and Tenant agree that in order for the Landlord to be satisfied that the Lease terms are being satisfied ~~that~~, the Tenant shall submit an annual report during the Preconstruction and Construction Periods. The reports shall include information regarding the fundraising and financial status of the Project and the progress on the assessment and construction of the Project and shall conclude when the Project is completed and suitable for occupancy. These reports shall be informational and only upon notification that the reports are a cause of concern to the Board of Selectmen shall the Tenant need to cease work on the Project. The Board of Selectmen shall not request a cessation of work unless the Board of Selectmen believes that the work is not consistent with the Approved Plans or otherwise is in

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violation of the terms and conditions of this Lease. The Board of Selectmen shall provide approvals for significant structural work whenever ~~the~~ report includes a proposal for construction to be done on the Leased Premises that is not already shown in the Approved Plans. Said approvals shall not be unreasonably withheld so as to hold up progress on the Project. In the absence of an objection to proposed work the Tenant shall be allowed to continue with any work which has already begun.

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~~22-21.~~ 21. **TENANT'S RIGHT TO MORTGAGE.** Without any approval by Landlord, Tenant shall have the right to borrow money secured by its interest in the Premises from any financial institution or other mortgage lender customarily engaged in the business of providing real estate financing, including but not limited to any commercial bank, insurance company, pension fund, equity fund, trust, savings bank, investment bank, or company in the business of "securitizing" loans or a so-called conduit lender (any of the foregoing being an "Institutional Lender" or "Institutional Lenders"); and any Institutional Lender(s) holding any such mortgage shall have the right to assign such mortgage to any other Institutional Lender(s). Any such mortgage granted by Tenant, including those referred to in the remainder of this Section 22, is hereinafter referred to as a "Leasehold Mortgage" and the Institutional Lender holding the same is referred to as the "Leasehold Mortgagee." All costs incurred in connection with a Leasehold Mortgage shall be paid by Tenant. No Leasehold Mortgage now or hereafter constituting a lien upon Tenant's leasehold or this Lease shall ever extend to or encumber the fee interest of Landlord including Landlord's reversionary estate. Tenant or the holder of a Leasehold Mortgage shall provide to Landlord a copy of all Leasehold Mortgages, together with the promissory note secured thereby and all associated loan documents. If the Leasehold Mortgagee shall forward to Landlord a written notice setting forth the name and address of the Leasehold Mortgagee, then until the time that such Leasehold Mortgage shall be satisfied of record or the Leasehold Mortgagee shall give to Landlord written notice that such Leasehold Mortgage has been satisfied:

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(a) No voluntary action by Tenant to cancel, surrender, terminate or modify this Lease shall be binding upon the Leasehold Mortgagee without its prior written consent, and Landlord shall not enter into an agreement with Tenant to amend, modify, terminate or cancel this Lease and shall not permit or accept a surrender of this Lease prior to the end of the Term without, in each case, the prior written consent of the Leasehold Mortgagee. In the event Tenant and Landlord desire to enter into any of the aforementioned agreements, it shall be the responsibility of Tenant to obtain the consent of the Leasehold Mortgagee.

(b) If Landlord shall give any notice of default or of a condition which could lead to default ("Default Notice") to Tenant, Landlord shall simultaneously give a copy of such Default Notice to the Leasehold Mortgagee at the address theretofore designated by the Leasehold Mortgagee. Any such copy of a Default Notice shall be given in the same manner provided in the Lease for giving notices between Landlord and Tenant. No Default Notice given by Landlord to Tenant shall be binding upon or affect the Leasehold Mortgagee unless a copy of such Default Notice shall be given to it as so provided. In the case of an assignment of a Leasehold Mortgage or change in address of the Leasehold Mortgagee, the assignee or Leasehold Mortgagee, by written notice to Landlord, may change the address to which copies of Default Notices are to be sent. Landlord shall not be bound to recognize any assignment of a Leasehold Mortgage unless and until Landlord shall have been given written notice thereof together with a copy of the executed assignment and the name and address of the assignee. Thereafter, such assignee shall be deemed to be a Leasehold Mortgagee hereunder. Landlord shall not exercise any right, power or remedy with respect to any default of Tenant under this Lease unless Landlord shall have given to the Leasehold Mortgagee a copy of the Default Notice as provided herein and such default shall not have been cured within the applicable grace period set forth in this Lease.

(c) The Leasehold Mortgagee shall have the right to perform any term, covenant, or condition and to remedy any default by Tenant under this Lease within the applicable time period afforded Tenant, plus an additional period of thirty (30) days. Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that if the default is not a default in the payment of money and is of a nature that possession of the Premises by the Leasehold Mortgagee is reasonably necessary for the Leasehold Mortgagee to remedy the default, the Leasehold Mortgagee shall be granted an additional period of time (not to exceed 90 days) within which to obtain possession of the Premises. If a Leasehold Mortgagee becomes the holder of Tenant's leasehold estate in the Premises, Landlord agrees that any judgments, claims or lawsuits obtained by Landlord against the Leasehold Mortgagee and arising under this Lease shall be satisfied solely out of the Leasehold Mortgagee's interest in the Premises. Notwithstanding anything contained in this Lease to the contrary, a Leasehold Mortgagee shall in no event be required to cure or remedy any default (a "Non-Curable Default") which is a default which is particular to Tenant and does not continue after the Leasehold Mortgagee succeeds to the interest of Tenant, such as but not limited to a bankruptcy by the Tenant or a misrepresentation by Tenant, and upon foreclosure or other acquisition of the Tenant's interest in this Lease by the Leasehold Mortgagee or its designee, all Non-Curable Defaults shall be deemed to have been fully cured as to the Leasehold Mortgagee, its designee and their respective successors and assigns, but the foregoing shall not constitute a waiver by Landlord of such default with respect to Tenant or a release of Tenant with respect to any such default. No Leasehold Mortgagee (or its designee as may have acquired Tenant's leasehold estate through foreclosure) shall become personally liable under this Lease unless and until it becomes the holder of Tenant's leasehold estate and then only as provided herein, and upon any assignment of this Lease by a Leasehold Mortgagee or its designee, the assignor (but not the assignee or any subsequent assignor, purchaser or transferee) shall be relieved of any further liability which may accrue under this Lease from and after (but not before) the date of such assignment, provided that the assignee shall execute and deliver to Landlord a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease on Tenant's part to be performed and observed thereafter arising, it being the intention of the parties that once the Leasehold Mortgagee (or such designee) shall succeed to Tenant's interest under this Lease, a subsequent assignment by such Leasehold Mortgagee (or such designee) shall effect a release of its liability hereunder, except for liability which accrued prior to such assignment.

(d) In the event of the termination of this Lease prior to its stated expiration date by reason of rejection of this Lease by Tenant in a bankruptcy proceeding or otherwise, notice thereof shall be given by Landlord to the Leasehold Mortgagee, together with a statement of all amounts then due to Landlord from Tenant under this Lease (other than any accelerated rents), and Landlord shall enter into a new lease of the Premises with the Leasehold Mortgagee or, at the request of such Leasehold Mortgagee, with a corporation or other entity formed by or on behalf of such Leasehold Mortgagee (which corporation or other entity shall, when identified to Landlord by Leasehold Mortgagee, be included within the meaning of "Leasehold Mortgagee" as used in this Section), for the remainder of the term, effective as of the date of such termination, at the Base Rent and upon the covenants, agreements, terms, options, provisions and limitations herein contained and, to the extent possible, with the same priority as this Lease, provided such Leasehold Mortgagee makes written request to Landlord for such new lease within sixty (60) days from the date it received notice of such termination. Landlord shall be under no obligation to remove from the Premises Tenant or anyone holding by, through or under Tenant or any other occupant whose interest is not in privity of estate with the interest to be acquired by the Leasehold Mortgagee under such new lease, and the new tenant shall take subject to the possessory rights, if any, of such tenants or occupants and (i) any and all liens and encumbrances in effect on the date

of this Lease; (ii) any easement, right of way or other agreement not constituting a lien which Landlord shall have approved and entered into during the term of and in accordance with the terms of this Lease; (iii) any other encumbrances which Landlord shall have entered into or approved under and in accordance with the terms of the Lease; (iv) the lien of taxes on the Premises which are not yet due and payable, and (v) any other lien or encumbrance created or caused by Tenant. It is specifically acknowledged and agreed that all covenants, duties and obligations of Tenant hereunder shall survive the execution of any new lease between Landlord and the Leasehold Mortgagee (or its designee) pursuant to this sub-paragraph (ed) and that such execution shall not release or be deemed to release Tenant from any liability for failure to perform any such covenant, duty or obligation. Upon Landlord's entering into such a new lease, Landlord shall assign all its rights, title and interest, as landlord, under any subleases by Tenant of the Premises or any portion thereof to the Leasehold Mortgagee and Landlord agrees not to terminate, modify or take any action which would otherwise affect any such subleases while the Leasehold Mortgagee retains its right to enter into a new lease as hereinabove provided. In the event more than a single Leasehold Mortgagee shall make a request for a new lease hereunder, the Leasehold Mortgagee senior in lien priority shall have the prior right to a new lease and the certification of such priority from a title company duly licensed to do business in Massachusetts shall be conclusively binding on all parties concerned.

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(fe) Notwithstanding anything to the contrary in this Lease, any Leasehold Mortgagee (or any unrelated purchaser at a foreclosure sale or an assignee under an assignment in lieu of foreclosure, directly or indirectly, is wholly owned and controlled by such Leasehold Mortgagee) may acquire title to the Premises by foreclosure or a transfer in lieu of foreclosure without any consent or approval by Landlord.

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(ef) In the event of the termination of this Lease prior to its stated expiration date by reason of rejection of this Lease by Tenant in a bankruptcy proceeding or otherwise, notice thereof shall be given by Landlord to the Leasehold Mortgagee, together with a statement of all amounts then due to Landlord from Tenant under this Lease (other than any accelerated rents), and Landlord shall enter into a new lease of the Premises with the Leasehold Mortgagee or, at the request of such Leasehold Mortgagee, with a corporation or other entity formed by or on behalf of such Leasehold Mortgagee or any unrelated purchaser at a foreclosure sale or an assignee under an assignment in lieu of foreclosure (which corporation or other entity shall, when identified to Landlord by Leasehold Mortgagee, be included within the meaning of "Leasehold Mortgagee" as used in this Section), for the remainder of the term, effective as of the date of such termination, at the Base Rent and upon the covenants, agreements, terms, options, provisions and limitations herein contained and, to the extent possible, with the same priority as this Lease, provided such Leasehold Mortgagee makes written request to Landlord for such new lease within sixty (60) days from the date it received notice of such termination.

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(fg) Landlord agrees at any time and from time to time, upon not less than ten (10) days prior written notice, to execute, acknowledge and deliver without charge to any Leasehold Mortgagee, or to any prospective Leasehold Mortgagee designated by either Tenant or any Leasehold Mortgagee, or to any prospective purchaser of Tenant's leasehold interest designated by Tenant (1) a statement in writing stating that this Lease is in full force and effect and unmodified (or if there have been any modifications, identifying the same by the date thereof and specifying the nature thereof), that no notice of default or notice of termination of this Lease has been served on Tenant (or if Landlord had served such notice, Landlord shall provide a copy of such notice or state that the same has been revoked, if such be the case), that to the Landlord's knowledge no default exists under this Lease or state or condition that, with the giving of notice, the passage of time, or both, would become a default (or if any such default does exist, specifying

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the same), and the date to which the Rent and other amounts due under this Lease have been paid and any other information as may be reasonably requested, and (2) reasonable modification to this Lease requested by prospective Leasehold Mortgagees that do not alter the basic economic terms or materially and adversely affect Landlord's rights, obligations and remedies.

IN WITNESS WHEREOF the parties have set their hands and seals ~~on the (Date) day of (Month, year),~~  
~~as of the date first written above,~~

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TOWN OF MEDIFELD  
By its Board of Selectmen

Cultural Alliance of Medfield, Inc.

~~By: \_\_\_\_\_ By: \_\_\_\_\_~~  
~~Name, Chairman) \_\_\_\_\_ By: \_\_\_\_\_~~  
~~Jean Mineo, its President, se~~  
~~Title: Chairman \_\_\_\_\_ Hereunto duly authorized~~

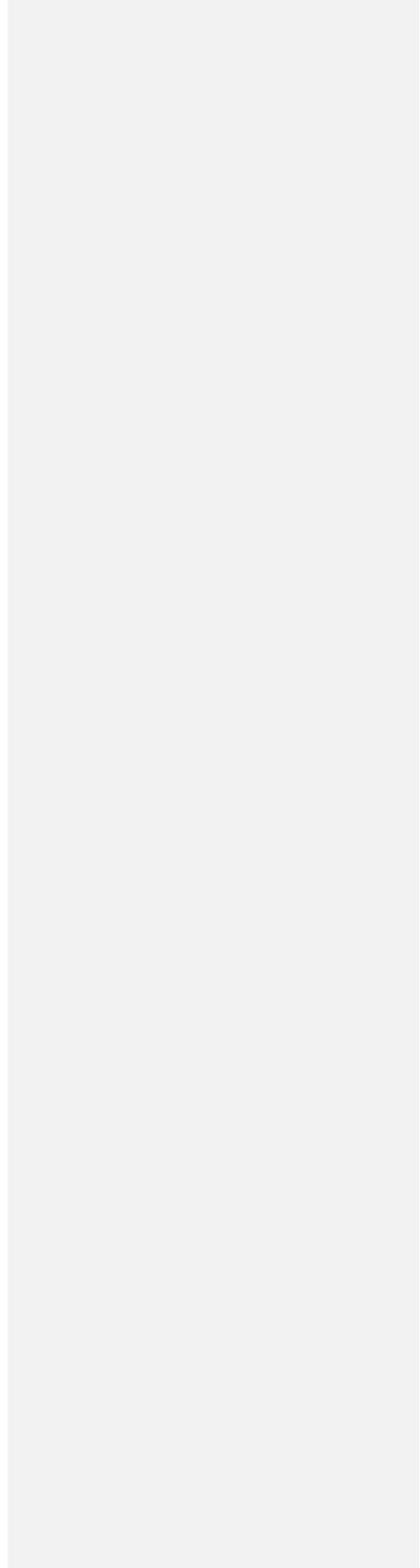
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EXHIBIT A  
PLAN OF LEASED PREMISES



Addendum A – Stages of Lease

1. INITIAL FUNDRAISING PRECONSTRUCTION PERIOD:

A. The parties agree that in order for the Tenant to fulfill their obligations under the terms of this Lease, they will need to secure funding. The Landlord agrees to give the Tenant the time to secure this funding. ~~Both parties agree that this period of time may take several years.~~ The Tenant agrees to work diligently to secure funding so that there are no unnecessary delays.

~~B. The Tenant agrees to work diligently to secure funding so that there are no unnecessary delays.~~

~~C. B.~~ The Tenant agrees that on an annual basis, the Landlord shall have the option to privately audit the fundraising efforts of the Tenant for the purpose of affirming that the Tenant is securing the proper funding to move the Project forward.

~~D.~~ The parties agree that should the Landlord have concerns about the likelihoodability of the Tenant, to secure the necessary funding for the Project, then those concerns shall be brought to the Tenant.

~~E. This phase of initial fundraising.~~ D. The Construction Phase shall ~~continue~~not commence until such time as the Tenant has secured sufficient fundraising goals have been met funding (including contributions, loans and tax credit equity) to begin pay for costs of construction of the Project.

~~F.~~ Fundraising for operations shall be ongoing throughout the entirety of the Lease.

2. INITIAL ASSESSMENT:

~~A. F.~~ The parties agree that in order for the Tenant to adequately implement the changes necessary to transform the Leased Premises, ~~they~~ the Tenant will need a period of time to assess the site.

~~B. G.~~ The Landlord agrees that during this assessment period ~~the Preconstruction Period~~ the Tenant, and ~~their~~ its consultants, which shall include, designers, architects, construction personnel and all other necessary individuals which are necessary to properly evaluate the ~~premises~~ Leased Premises, shall have use and access to the ~~premises~~ Leased Premises.

~~C. H.~~ Tenant agrees to have insurance which adequately insures any individuals who enter the ~~premises~~ Leased Premises, and to verify that those individuals have proper insurance as well, with the Landlord as additional insured.

~~D. I.~~ Landlord agrees that the Tenant may investigate the fitness of the ~~premises~~ Leased Premises for their particular purpose of use, and to verify that the plans under consideration can be implemented.

~~E. J.~~ Both parties agree that should any major structural changes be necessary to investigate a proposed use that the Landlord shall be notified, and ~~their~~ the Landlord's consent shall be obtained. See Section 20 for reports and approvals. Landlord agrees not to unreasonably withhold said consent.

~~F. Landlord agrees not to unreasonable withhold said consent.~~

~~G. K.~~ The Tenant will make reasonable efforts to allow the ongoing use and enjoyment of the ~~property~~ Leased Premises by the Town, their agents and assigns, during the Initial Assessment phase ~~Preconstruction Phase~~ of the Project, at no additional expense to the Tenant; and, with full agreement that the Tenant will be indemnified and held harmless for any damage to person or property as a result of said usage.

~~H. This phase of L.~~ The initial assessment shall ~~may~~ continue until construction ~~the Construction Phase~~ begins.

~~I. Assessment shall be ongoing throughout the entirety of the Lease.~~

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CONSTRUCTION PERIOD:

A. The parties agree that in order for the Tenant to adequately renovate the Leased Premises, they will need a period of time to perform construction on the site.

B. Landlord agrees that during this renovation period the Tenant, and its contractors, which shall include, designers, architects, construction personnel and all other necessary individuals which are necessary to properly prosecute the Project, shall have the ability to perform construction on the Leased Premises.

C. Tenant agrees to have insurance which adequately insures any individuals who enter, or perform work, on the premises, and to verify that those individuals are properly insured as well.

D. Tenant agrees that the Landlord may investigate the work being done on the premises.

E. Both parties agree that should any major structural changes be necessary, that the Landlord shall be notified, and their consent shall be obtained. Landlord agrees not to unreasonably withhold said consent.

~~F. Landlord agrees not to unreasonable withhold said consent.~~

~~G. The Construction phasePeriod shall continue until the grand opening of the Cultural center. That, that~~ date to be determined by the Tenant once construction is complete.

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3. OCCUPANCY PERIOD:

A. During this period, once all construction has been completed, the parties agree that the only remaining obligation of the Tenant shall be to use the Leased Premises in the manner in which it was set forthset forth in the Lease and to comply with all of its covenants in the Lease related to operation of the Leased Premises.

B. The Occupancy phase shall continue from the date of the grand opening until such time as the Tenant or Landlord decides that this Lease shall terminate.

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TOWN OF MEDFIELD  
By its Board of Selectmen

Cultural Alliance of Medfield, Inc.

\_\_\_\_\_  
(Name, Chairman)

\_\_\_\_\_  
By its President, so duly authorized

**TOWN OF MEDFIELD  
WARRANT FOR THE ANNUAL TOWN ELECTION  
MARCH 30, 2020**

Norfolk, ss

To the Constables of the Town of Medfield in Said County, Greetings:

In the Name of the Commonwealth, you are directed to notify and warn the Inhabitants of the Town of Medfield, qualified to vote in elections and in town affairs, to meet at the Center at Medfield on Ice House Road in said Medfield on **MONDAY, THE THIRTIETH** day of March, A.D. 2020 at 6:00 o'clock A.M., then and there to act on the following purpose:

To choose all Town Officers required to be elected annually by ballot, viz:

One Moderator for One year

One Selectmen, One Assessor, Two School Committee Members, Two Library Trustees, Two Park Commissioners and One Trust Fund Commissioner for Three years.

One Member of the Planning Board and one Housing Authority for five years.

The polls will open at 6:00 o'clock A.M. and shall be closed at 8:00 o'clock P.M.

And you are directed to serve this 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 Election.

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 Election aforesaid. Given unto our hands this \_\_\_\_\_ day of March, Two Thousand and twenty

Gustave Murby, Chair

Osler Peterson

Michael Marcucci  
BOARD OF SELECTMEN

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

Constable:

Date:

A TRUE COPY ATTEST:  
Town Clerk

Feasibility Study Agreement Budget Revision Request No.1

TO: Director of Capital Planning  
 FROM: Jeffrey J. Marsden, Ed.D., Superintendent  
 Medfield Public Schools  
 Dale Street Elementary School  
 MSBA Project ID Number: 201701750005

DATE: February 12, 2020

RE: Feasibility Study Agreement (FSA) Budget Revision Request, NUMBER: 1

Pursuant to the Feasibility Study Agreement between the TOWN of MEDFIELD (the "District") and the MASSACHUSETTS SCHOOL BUILDING AUTHORITY (the "Authority"), the District hereby requests a revision to the Feasibility Study Budget, Exhibit A, dated May 13, 2019, for the Dale Street Elementary School Project. As required, the District has provided the information outlined in the table below to indicate the Feasibility Study Budget categories (line items) affected, the amounts needed and the reasons for the proposed revision.

The District acknowledges and agrees that it will not seek reimbursement from the Authority for any costs that exceed the already approved line item limits set forth in Exhibit A until after the Authority has accepted this Feasibility Study Budget Revision Request, and the Authority's ProPay system has been adjusted accordingly.

The District further acknowledges and agrees that in accordance with Section 3.3 of the Feasibility Study Agreement, any revisions to the Feasibility Study Budget will not result in an increase to the grant amount set forth in Section 2.1 of the Feasibility Study Agreement.

The District further acknowledges and agrees that the need for these revisions to the Feasibility Study Budget [have not/have] been identified in the OPM monthly report as required pursuant to the Contract for Owner's Project Management Services between the District and the OPM.

The District further acknowledges and agrees that all of the information contained in this Feasibility Study Agreement Budget Revision Request has been reviewed and approved by the TOWN of MEDFIELD's School Building Committee, and it further certifies and acknowledges that the funds to pay for the costs associated with these proposed revisions are available as indicated by the signatures noted below.

*The Total Budget in the Current Feasibility Study Budget, Exhibit A of the FSA dated May 13, 2019 is \$1,000,000.00*

From Class' Code	To Class' Code	To Classification Name	Budget Revision Amount	Reason for transfer (Attach all supporting documentation, e.g., executed contracts, amendments and or supporting invoices for reimbursable expenses)	Amount Remaining in Other	Ineligible/Cost/Scope Items excluded from the Total Facilities Grant
0002-0000	0003-0000	Environmental & Site	\$30,000	Transfer from A/E fees to Environmental & Site for Site Survey, Geotechnical, Traffic Study, HAZMAT Survey, Geo-Environmental	\$60,000	

Feasibility Study Agreement Budget Revision Request No.1

0004-0000	Other	0003-0000	Environmental & Site	\$10,000	Transfer from Other to Environmental & Site for Site Survey, Geotechnical, Traffic Study, HAZMAT Survey, Geo-Environmental	\$50,000
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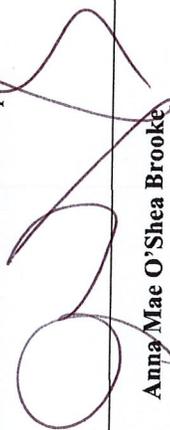
By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By: ~~Kristine Trierweiler~~  
 Title: ~~Chief Executive Officer~~  
 Date: ~~Gus MURPHY~~

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By:   
 Title: Superintendent of Schools  
 Date: 2/26/20

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By:   
 Title: Chair of the School Committee  
 Date: 2/26/20

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By: \_\_\_\_\_  
 Title: Director of Capital Planning  
 Date: \_\_\_\_\_

Feasibility Study Agreement Budget Revision Request No. 1

TO: Director of Capital Planning  
 FROM: Jeffrey J. Marsden, Ed.D., Superintendent  
 Medfield Public Schools  
 Dale Street Elementary School  
 MSBA Project ID Number: 201701750005

DATE: February 12, 2020

RE: Feasibility Study Agreement (FSA) Budget Revision Request, NUMBER: 1

Pursuant to the Feasibility Study Agreement between the TOWN of MEDFIELD (the “District”) and the MASSACHUSETTS SCHOOL BUILDING AUTHORITY (the “Authority”), the District hereby requests a revision to the Feasibility Study Budget, Exhibit A, dated May 13, 2019, for the Dale Street Elementary School Project. As required, the District has provided the information outlined in the table below to indicate the Feasibility Study Budget categories (line items) affected, the amounts needed and the reasons for the proposed revision.

The District acknowledges and agrees that it will not seek reimbursement from the Authority for any costs that exceed the already approved line item limits set forth in Exhibit A until after the Authority has accepted this Feasibility Study Budget Revision Request, and the Authority’s ProPay system has been adjusted accordingly.

The District further acknowledges and agrees that in accordance with Section 3.3 of the Feasibility Study Agreement, any revisions to the Feasibility Study Budget will not result in an increase to the grant amount set forth in Section 2.1 of the Feasibility Study Agreement.

The District further acknowledges and agrees that the need for these revisions to the Feasibility Study Budget [have not/have] been identified in the OPM monthly report as required pursuant to the Contract for Owner’s Project Management Services between the District and the OPM.

The District further acknowledges and agrees that all of the information contained in this Feasibility Study Agreement Budget Revision Request has been reviewed and approved by the TOWN of MEDFIELD’s School Building Committee, and it further certifies and acknowledges that the funds to pay for the costs associated with these proposed revisions are available as indicated by the signatures noted below.

*The Total Budget in the Current Feasibility Study Budget, Exhibit A of the FSA dated May 13, 2019 is \$1,000,000.00*

From Class' Code	From Classification Name	To Class' Code	To Classification Name	Budget Revision Amount	Reason for transfer (Attach all supporting documentation, e.g., executed contracts, amendments and or supporting invoices for reimbursable expenses)	Amount Remaining in Other	Ineligible/Cost/Scope Items excluded from the Total Facilities Grant
0002-0000	A/E Feasibility Study/Schematic Design	0003-0000	Environmental & Site	\$30,000	Transfer from A/E fees to Environmental & Site for Site Survey, Geotechnical, Traffic Study, HAZMAT Survey, Geo-Environmental	\$60,000	

Feasibility Study Agreement Budget Revision Request No.1

0004-0000	Other	0003-0000	Environmental & Site	\$10,000	Transfer from Other to Environmental & Site for Site Survey, Geotechnical, Traffic Study, HAZMAT Survey, Geo-Environmental	\$50,000

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By: ~~Kristine Pfierweiler~~ *Gus Murray*  
 Title: ~~Chief Executive Officer~~  
 Date:

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By:   
 Title: Superintendent of Schools  
 Date: 2/26/20

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By:   
 Title: Chair of the School Committee  
 Date: 2/26/20

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By: \_\_\_\_\_  
 Title: Director of Capital Planning  
 Date:



To complete this application, you will need information about your community's total year-round housing units from the 2010 Census and the cumulative net increase in year-round housing units from January 1, 2015 through December 31, 2019 (referred to below as "additional" units). BUILDING PERMIT data from the US Census Building Permit Survey is the primary source of information about additional units. You will need to have the application signed and certified by your local Building Official as to the accuracy of this information. The Executive Officer (Mayor or Chair of Board of Selectmen) must also sign the application.

You may save your work and return to the form. IF you use the "Save and Resume" feature, please note that uploaded files will not be saved. Therefore, gather and keep files needed for uploading, and only upload them when you are planning to hit the "SUBMIT" button at the END of the form. Please do not submit your form without the uploaded signatures.

If you are qualifying based on an increase of 300 units/3% increase in year round housing stock, you will also need information about Best Practices related to housing that your community has established. Please be sure to upload all documentation needed to demonstrate these best practices.

Applications are DUE no later than 3:00 p.m. on **March 23, 2020**.

If you have questions, contact Housing Choice Program Director Chris Kluchman at [chris.kluchman@mass.gov](mailto:chris.kluchman@mass.gov) or 617-573-1167.

## Information about your Community's Housing Production

The Housing Choice designation is based on PRODUCTION of new year-round housing units over the last 5 years. The threshold for qualifications is a 5% increase (or 500 units) or a 3% increase (or 300 units) and best practices. This section describes how to calculate and demonstrate the increase in new year-round housing units.

(1) **Look up your community's 2010 year-round housing units** (this is also the denominator used in the Subsidized Housing Inventory or SHI). The Housing Choice web site has a list of 2010 year-round units for all communities [here](#)

(2) **Calculate the number of additional year-round housing units over the last 5 years** using the number of BUILDING PERMITS issued to create the ratio of additional units added over the last 5 years, *excluding* housing units that replace demolished units at a 1 to 1 ratio. Demolition of one single family unit and replacement with one single family unit is an increase of 0 units. If a demolished single family home is replaced with 3 units, the net increase is +2 units. If building permits for new units replacing a demolished home cannot be easily excluded from your data, please provide data about the number of demolition permits and total units demolished.

(3) **Data Sources:** BUILDING PERMITS are the measurement of additional year-round housing units for this calculation. Your building official should have a record of new residential building permits for year-round housing issued between January 1, 2015 and December 31, 2019. If your building official does not have ready access for this information, another source for this building permit data is information submitted by your community to the U.S. Census in the Building Permit Survey. A copy of the Building Permit Survey for all cities and towns in Massachusetts for 2015 through 2018 can be found on the Housing Choice web site [here](#). 2010 Building Permit Survey data is not yet available, and therefore 2019 building permit data must be provided from your building official. If your community has reason to believe the current Census Building Permit Survey data does not fully reflect the number of building permits in your community, there is a place in the application to add comments and explanation.

6. Provide your community's 2010 year-round housing units\*

*2010 year-round housing units are available for download: <https://www.mass.gov/how-to/apply-for-the-housing-choice-designation>*

7. Number of net new units that were issued building permits between January 1, 2015 and December 31, 2019\*

*Note: please see the above description of qualifying net new units*

8. Here is the percent increase in year-round housing units (net new units/2010 units\*100)\*

*Note: this field calculates the % increase automatically. Use this or the number of units over the last 5 years in Question 7 to complete Question 9 below.*

**For Production and Planning (3%/300) which Housing Best Practices do you have?**

- You **MUST** select at least 7 of the 14 best practices below to qualify for the 3%/300 unit category.
- **TWO Best Practices MUST** be in the affordable category.
- You **MUST** upload documentation to demonstrate achievement of at least 7 of the 14 Best Practices that you select below.

**NOTE: when uploading required documentation, only one file per upload box is allowed, please scan documents into a SINGLE FILE for uploading to each best practice.**

11.a. Allow for Multifamily development in local zoning

Have at least one zoning district that allows multifamily by right (in addition to 40R districts) where there is capacity to add units and that allows for family housing that is not age restricted and does not restrict units with more than 2 bedrooms (or demonstrate a pattern of approving such developments over the last 5 years)

11.a. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.a. Narrative  Provide additional narrative here for question 11.a.

11.b Have Inclusionary Zoning [Affordable Category]

Have inclusionary zoning that provides for reasonable density increases so that housing is not unreasonably precluded

**11.b. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that addresses inclusionary zoning with density increases for provision of affordable units

11.b. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.b. Narrative

*Provide additional narrative here for question 11.b.*

11.c. Have an approved 40R Smart Growth or Starter Home zoning district [Affordable Category]

11.e. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.e. Narrative  ZBA routinely approves family apartment special permits

*Provide additional narrative here for question 11.e*

11.f. Designated local resources for housing [Affordable Category]

Designated local resources for housing such as establish an Affordable housing Trust, donated land, or spent substantial Community Preservation Act (CPA) funds for community housing over the last 5 years.

**11.f. Instructions:** Provide a narrative description of designated local resources and upload documentation including but not limited to (1) meeting minutes from meetings of Board of Selectmen, Town Meeting or Affordable Housing Trust board awarding funding, designating CPA funds for Community Housing projects and a list of funds spent for community housing projects including number of units produced if applicable, (2) copy of deed conveying property for nominal value, or for reduced value if accompanied by evidence of value or approving conveyance of land for nominal or reduced value; (3) award letter or other documentation of funding award, or (4) copy of Affordable Housing Trust charter.

11.f. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.f. Narrative  Medfield AHT established in 2017 and funded with \$1m bond authorization

*Provide additional narrative here for question 11.f*

11.g. Reduction in Parking requirements for Multi-Family units

Have reduced parking requirement(s) for Multi-Family units within the last 5 years, or require no more than 1 parking space per unit for multifamily units.

**11.g. Instructions.** Provide a copy of the section of your current zoning ordinance or by-law that demonstrates no more than one (1) parking space per unit for multi-family developments and/or describe the reduction in parking requirements that occurred within the last 5 years.

11.g. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.i. Narrative

*Provide additional narrative here for question 11.i.*

11.j. Have increased your community's SHI by at least 2.5% points in the last 5 years [Affordable Category]

Have increased units currently eligible for inclusion in the Subsidized Housing Inventory (SHI) by at least 2.5%, according to the DHCD subsidized housing inventory

*NEW FOR 2020 DESIGNATION: SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards your community's SHI totals.*

**11.j. Instructions.** Provide a copy of most recently published SHI for your community showing at least a 2.5% increase over the last 5 years. If you believe there are additional units eligible for inclusion on the SHI, but not reflected on the SHI, documentation of those units must meet the standards applied by DHCD under its regulations and guidelines in determining whether units are SHI-eligible. **NEW FOR 2020 DESIGNATION:** SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards this best practice.

11.j. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.j. Narrative

*Provide additional narrative here for question 11.j.*

11.k. Community Compact with Housing Best Practice

Have applied for (or received) a Community Compact with a housing best practice

**11.k. Instructions.** Provide a copy of Community Compact application/award showing the Housing Best Practice. Here is the web page for the Community Compact Cabinet: <https://www.mass.gov/orgs/community-compact-cabinet>

11.k. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.k. Narrative

11.n. Certified Housing Production Plan

Have a CERTIFIED Housing Production Plan which means that you have an DHCD approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in year round housing units

**11.n. Instructions.** There is a difference between a CERTIFIED Housing Production Plan (HPP) and one that has been APPROVED by DHCD. A certified HPP which means that you have an DHCD approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in your year round housing units (see <https://www.mass.gov/service-details/chapter-40-b-housing-production-plan> for more information). Provide a copy of your current Housing Production Plan and the DHCD certification letter.

11.n. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.n. Narrative

*Provide additional narrative here for question 11.n*

12. Use the space below to provide additional details about your community's Best Practices

*Provide additional narrative here if needed*

Medfield has been successful in implementing its HPP by partnering with the local development community. We sought developers who had land, experience, capacity, and capital to quickly kickstart small-scale affordable housing developments throughout Medfield.

Gustave First Name\*

Murby Last Name\*

14.b. City/Town Chief Executive Officer Email\* gmurby1651@gmail.com

14.c. City/Town Chief Executive Officer Mailing Address\*

459 Main Street Address Line 1

Address Line 2

Medfield City

MA State

02052 ZIP Code

15. Upload Signature Page (s) here

*Please print this page, get required signatures and upload the file here*



Evelyn Clarke &lt;eclarke@medfield.net&gt;

---

**Liquior license**

1 message

---

**Cheryl O'Malley** <cheryl.omalley@gmail.com>  
To: Evelyn Clarke <eclarke@medfield.net>

Mon, Feb 17, 2020 at 1:35 PM

Hi Evelyn,

Could you submit this request to the Selectmen. Thank you.

Dear Selectmen,

The *Friends of the Dwight-Derby House* request a one day liquor license on March 20th from 5:00 pm- 9:00 pm at Medfield TV, 18 Long Meadows Road.

Thank you for your consideration.

President Cheryl O'Malley

Richard DeSorgher, Chair High School 50<sup>th</sup> Reunion,  
requests a one-day wine and beer permit for the Social  
Gathering on Friday September 25, 2020 8:00PM –  
11:30PM to take place in the vestry of the First Parish  
Church, North Street

First Parish Church Fund Drive Committee requests a one-day wine and beer permit for event Kick-Off for the Fund Drive on March 14, 2020 6:00PM – 10:00PM in the vestry of the church

Medfield Boy Scouts request use of MSH for their  
Fall 2020 Boy Scout Camporee  
to be held October 16-18, 2020

Geoffrey Pedder  
Managing Partner  
ZēLUS Beer Company  
120 North Meadows Road  
Medfield, MA 02052

February 26, 2020

Re: Application for One-Day Beer License

To: Board of Selectmen, Town of Medfield

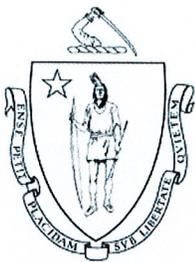
I am writing to request a one-day beer license to serve and sell beer outdoors at the Soles of Medfield 10k Post-Race Event at the Bullard's Plaza, 1 Green Street, Medfield. The Post-Race Event will take place on Sunday, June 14, 2020 from 12pm - 4pm. I have attached a plan with the proposed location of the outdoor serving area. With agreement from the landlord the parking lot will be closed to vehicles at that end of the lot. ZēLUS Beer Company is based in Medfield and have done previous events in Medfield and across Massachusetts. All servers will be TIPS certified.

Best regards,

Geoffrey Pedder

[geoff@zelusbeer.com](mailto:geoff@zelusbeer.com)

617-510-0260



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION  
10 MECHANIC STREET, SUITE 301  
WORCESTER, MA 01608

MAURA HEALEY  
ATTORNEY GENERAL

(508) 792-7600  
(508) 795-1991 fax  
[www.mass.gov/ago](http://www.mass.gov/ago)

February 20, 2020

Carol Mayer, Town Clerk  
Town of Medfield  
459 Main Street  
Medfield, MA 02052

**Re: Medfield Special Town Meeting of November 18, 2019 – Case # 9715  
Warrant Article # 2 (Zoning)**

Dear Ms. Mayer:

**Article 2** - We approve Article 2, and the map amendments adopted under it, from the November 18, 2019, Medfield Special Town Meeting. We will return the approved map to you by regular mail.

**Note:** Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date that these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were voted by Town Meeting, unless a later effective date is prescribed in the by-law.

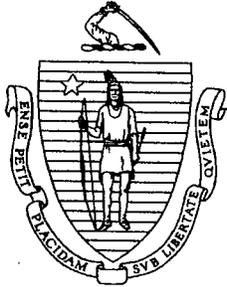
Very truly yours,  
MAURA HEALEY  
ATTORNEY GENERAL

*Kelli E. Gunagan*

by: Kelli E. Gunagan, Assistant Attorney General  
Municipal Law Unit  
Ten Mechanic Street, Suite 301  
Worcester, MA 01608  
(508) 792-7600

cc: Town Counsel Mark Cerel

THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL



MARTHA COAKLEY  
ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION  
10 MECHANIC STREET, SUITE 301  
WORCESTER, MA 01608

(508) 792-7600  
(508) 795-1991 fax  
[www.mass.gov/ago](http://www.mass.gov/ago)

RECEIVED  
OFFICE OF THE  
ATTORNEY GENERAL  
MARCH 21 10 4  
TOWN OF MEDFIELD, MASS.

Notice of Planning Board Hearing  
Relative to Proposed Zoning By-Law Amendments  
Pursuant to M.G.L. c. 40A, § 5

The Planning Board of the Town of MEDFIELD will hold a public hearing to discuss proposed amendments to the town's zoning by-laws. The public hearing will be held as follows:

**Place:** Town Hall, 2nd Floor, Chenery Room  
**Date:** Monday, April 6, 2020  
**Time:** 8:05 pm

The subject matter of the proposed amendments is/are as indicated below (*attach additional sheets if necessary*). The complete text and maps relative to the proposed amendments are available for inspection during regular business hours at the following place(s):<sup>1</sup>

**Place:** Planning Department, Town Hall, 459 Main St., Medfield, MA  
**Place:** Town Clerk, Town Hall, 459 Main St., Medfield, MA  
**Place:** [www.town.medfield.net](http://www.town.medfield.net)

Distributed: February 21, 2020  
 Board of Selectmen/Town Administration  
 Warrant Committee  
 Town Counsel  
 Building Commissioner

**Article Number ###      Subject Matter of Proposed Amendments Sufficient for Identification**

Pursuant to the provisions of MGL ch. 40A §5, the Medfield Planning Board will hold a public hearing at 8:05 p.m. on Monday, April 6, 2020, at the Medfield Town House, 459 Main Street, for the purpose of accepting public comments on the following proposed amendment submitted by Citizen Petition to the Town of Medfield Zoning By-laws:

**Citizen Petition Submitted 2/18/20:** To see if Town will vote to amend Chapter 300 Article 20 of Town Code of Medfield as follows: Amend Table 2 in Article 300-20 "Medfield State Hospital District" to adjust the minimum perking requirement for Assisted Living Facilities from 0.41 to 0.82 spaces per unit.

ALL INTERESTED PERSONS SHOULD ATTEND THE PUBLIC HEARING. A COPY OF THE ENTIRE PROPOSAL IS ON FILE WITH THE TOWN CLERK AND PLANNING DEPARTMENT, AND MAY BE INSPECTED DURING REGULAR BUSINESS HOURS.

SARAH T. LEMKE, CHAIR,  
MEDFIELD PLANNING BOARD

THE PRESS  
March 20, 2020  
March 27, 2020

<sup>1</sup> Note: The above information is strictly required by M.G.L. c. 40A, § 5.



# TOWN OF MEDFIELD

## BOARD OF APPEALS ON ZONING

459 Main Street  
Medfield, MA 02052

### ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Wednesday, March 11, 2020, at the Medfield Town House, 459 Main Street, to hear the following petition:

- **Olde Medfield Square Condo Trust/David MacCready (applicant/owner)** seek an appeal pursuant to MGL ch 40A §8 for the imposition of fine by Building Commissioner for alleged sign bylaw violation. The property is located at 266 Main Street; Assessors' Map 51 Lot 069; B Zoning District.

The applications and plans may be viewed during regular business hours or on the ZBA's webpage. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

John J. McNicholas, Chairman  
Board of Appeals on Zoning

#### MEDFIELD PRESS

- February 21, 2020
- February 28, 2020

*Most applications and plans are available on the Town's website:*

*[www.town.medfield.net](http://www.town.medfield.net) > Boards and Committee > Zoning Board of Appeals*

**Questions? Comments?** Contact Sarah Raposa, Town Planner: (508) 906-3027 or [sraposa@medfield.net](mailto:sraposa@medfield.net)

*Note: Applications may be heard out of order at the Board's discretion*



# TOWN OF MEDFIELD

## BOARD OF APPEALS ON ZONING

459 Main Street  
Medfield, MA 02052

### ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Wednesday, March 11, 2020, at the Medfield Town House, 459 Main Street, to hear the following petition:

**- Medfield Holdings LLC (applicant) and Andrea Simoni, Trustee of the Simoni Family Irrevocable Trust (owner)** seek a special permit under MGL Chpt. 40A §9 and/or Medfield Zoning Bylaw §300-9.1.C.2. and the Table of Area Regulations referenced in §300-6.2 of the Zoning Bylaw that the proposed work consisting of demolition of existing house and construction of a new new 4-BR home with attached two-car garage will not be substantially more detrimental to the neighborhood than the existing nonconforming nature; and/or a variance from Chapter 300 Attachment 3. The property is located at 5 Rhododendron Ave; Assessors' Map 32 Lot 008; RS Zoning District with Secondary Aquifer Overlay.

The applications and plans may be viewed during regular business hours or on the ZBA's webpage. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

John J. McNicholas, Chairman  
Board of Appeals on Zoning

#### MEDFIELD PRESS

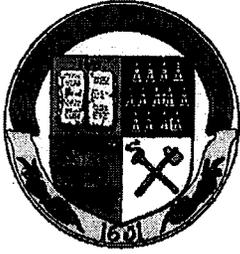
- February 21, 2020
- February 28, 2020

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*[www.town.medfield.net](http://www.town.medfield.net) > Boards and Committee > Zoning Board of Appeals*

**Questions? Comments?** Contact Sarah Raposa, Town Planner: (508) 906-3027 or [sraposa@medfield.net](mailto:sraposa@medfield.net)

*Note: Applications may be heard out of order at the Board's discretion*



# TOWN OF MEDFIELD

*Office of the*

## Board of Appeals on Zoning

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

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

### NOTICE OF DECISION

APPLICANT: Thomas S. Curl

DECISION DATE: February 12, 2020

DATE OF FILING DECISION: February 13, 2020

DECISION NUMBER: 1380

At a public meeting held on February 12, 2020 the Town of Medfield Zoning Board of Appeals, acting in the above referenced matter, voted to deny (without prejudice) the Application for a variance under MGL Chpt. 40A §10 for the installation of a 24 panel solar tracker into the front setback of a corner lot (Medfield Zoning Bylaw §300 Attachment 2).

The property is located at 215 South Street; Assessors' Map 28 Lot 048; RT Zoning District.

An appeal of this decision of the permit granting authority may be made by any person aggrieved pursuant to MGL Chapter 40A Section 17,\* as amended, within 20 days after the date of filing the notice of decision in the Office of the Town Clerk. \*<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40A/Section17>

Copies of the decision may be obtained at the office of the Board of Appeals in person or via email.

Please call or email with any questions.

Sarah Raposa  
Town Planner  
(508) 906-3027  
[sraposa@medfield.net](mailto:sraposa@medfield.net)

1. The Property is situated at 215 South Street, Medfield, Massachusetts and is shown on Assessors' Map 28, Lot 048 in the RT Zoning District with no Aquifer Overlay.
2. The Property currently consists of approximately 32,895 square feet of land and is the site of an existing historic three-family dwelling. The RT Zoning District requires a minimum lot size of 40,000 sf and is restricted to single family dwellings.
3. According to the Assessors' Field Card, the Property currently contains a 9,118 square foot (gross; 3,459 sf finished area) antique dwelling that was constructed in or around 1700.
4. The Property is located on a corner lot. Article 300-6.2.B. states "for purposes of determining setback requirements, both yards of a corner lot that front on a street shall be considered front yards on the street on which they are located. As such, a 40' front setback on South Street and on Clark Road is required
5. The Applicant proposes to install a freestanding 24-panel solar tracker within the front setback 16.4' off of Clark Road; thus requiring a variance.
6. The solar tracker is approximately 20' wide and 20' high when fully upright.
7. Plan of Record: Proposed Solar Array, 215 South Street, Medfield, MA; Prepared for Thomas S. Curl & Mary Ellen Jortberg; Prepared by Colonial Engineering Inc.; Date: August 26, 2019 and revised October 30, 2019; Scale 1" = 40'.
8. Clark Road is an improved public way. The Property is in a neighborhood of single family residential dwellings on similarly-sized lots.

### **OPINION**

As a threshold overview, the Board notes that Massachusetts General Laws, Chapter 40A, Section 10 provides in pertinent part:

The permit granting authority shall have the power after public hearing for which notice has been given by publication and posting as provided in section eleven and by mailing to all parties in interest to grant upon appeal or upon petition with respect to particular land or structures a variance from the terms of the applicable zoning ordinance or by-law where such permit granting authority specifically finds that owing to circumstances relating to the soil conditions, shape, or topography of such land or structures but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the ordinance or by-law would involve

distinct from adjacent parcels, was offered to the Board or was apparent during the site visit. While the Applicant's representative described other properties having slopes and the age of the property resulting in significantly larger trees, the Board holds that this assertion, alone, does not meet the statute's high standard.

- 2) "...a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner..."

While the Applicants find the design of the current proposal functional and beneficial since they would not need to remove a few trees that would be required to site the solar installation in a location that would not require dimensional relief, we do not view that hardship as substantial enough to warrant the grant of a variance. It is well settled in Massachusetts that personal hardship, however practical or heartrending, is not a proper factor for consideration. The Board is sympathetic to the desires of the Applicant and will expressly allow re-application to the Board should a more lawfully compelling argument be presented in the future and, as such, has agreed to deny this application *without prejudice*.

- 3) "...desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law."

In our judgment, the Applicants do not satisfy the threshold requirements of the statute, particularly as to uniqueness of the conditions at the Locus and substantial hardship. Since the Applicant has failed to meet their burden of demonstrating that the literal enforcement of the Medfield Zoning By-Law will create hardship, we do not believe it is necessary to review the final requirement for a grant of a variance.

#### **DECISION:**

Based on the Findings of Fact and the discussion set forth above, the Board denies without prejudice the Application of Thomas S. Curl for a variance from the front setback requirement of the Zoning By-Law.



# Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009  
(508) 906-3028 · Fax (508) 359-6182 · lwillitts@medfield.net

February 27, 2020

Editor, Legal Notices  
MetroWest Daily

Please publish the following legal notices at the earliest date possible  
If you have any questions, please call Leslee Willitts, Conservation Agent,  
at (508) 906-3028.

## LEGAL NOTICE

Pursuant to the Massachusetts Wetlands Protection Act, Mass. Gen. Laws ch. 131, sec. 40, and the Medfield Wetlands Bylaw, Chapter 290, the Medfield Conservation Commission will conduct a public meeting at Medfield Town Hall, Chenery Room, 2nd floor, 459 Main Street, on

**\*Thursday, March 5, 2020 at 7:00 P.M.**

to review a Request for Determination of Applicability from **\*John Colella** for the removal of an exist walkway and retaining wall within the 100-foot buffer zone of a Bordering Vegetative Wetlands at **\*5 Clark Road, Map 28, Parcel 058**, on land owned by the **\*him**.

**Michael Perloff**  
**Chairman**

\*\*\*\*\*

Please set starred (\*) insertions in boldface.

cc: Town Clerk (Please post a notice of this hearing)

✓ Board of Selectmen      Building Dept.      Water & Sewer Dept.      DPW  
Board of Health      Planning Board      Zoning Board of Appeals

Applicant:      John Colella, P.O. Box 454, Franklin, MA 02038

Owners:      Same

Representative:      N/A

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 and the Medfield Wetlands Bylaw - Chapter 290

Provided by MassDEP: MassDEP File #:214-0671 eDEP Transaction #:1176430 City/Town:MEDFIELD

A. General Information

- 1. Conservation Commission MEDFIELD
2. Issuance a. [checked] OOC b. [ ] Amended OOC

3. Applicant Details

- a. First Name JAMES b. Last Name STEVENS
c. Organization
d. Mailing Address 86 PHILIP STREET
e. City/Town MEDFIELD f. State MA g. Zip Code 02052

4. Property Owner

- a. First Name JAMES b. Last Name STEVENS
c. Organization
d. Mailing Address 86 PHILIP STREET
e. City/Town MEDFIELD f. State MA g. Zip Code 02052

5. Project Location

- a. Street Address 86 PHILIP STREET
b. City/Town MEDFIELD c. Zip Code 02052
d. Assessors 39 e. Parcel/Lot# 010
f. Latitude 42.18384N g. Longitude 71.28272W

6. Property recorded at the Registry of Deed for:

- a. County NORFOLK b. Certificate 28149 c. Book 35 d. Page

7. Dates

- a. Date NOI Filed : 9/19/2019 b. Date Public Hearing Closed: 9/19/2019 c. Date Of Issuance: 2/20/2020

8. Final Approved Plans and Other Documents

- a. Plan Title: SCHEMATIC PLAN FOR NOI APPLICATION
b. Plan Prepared by: JAMES A. STEVENS
c. Plan Signed/Stamped by: NO STAMP
d. Revised Final Date: September 18, 2019
e. Scale: NO SCALE

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

- a. [checked] Public Water Supply b. [checked] Land Containing Shellfish c. [checked] Prevention of Pollution
d. [checked] Private Water Supply e. [checked] Fisheries f. [checked] Protection of Wildlife Habitat
g. [checked] Ground Water Supply h. [checked] Storm Damage Prevention i. [checked] Flood Control

**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 - Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 MassDEP File #:214-0671  
 eDEP Transaction #:1176430  
 City/Town:MEDFIELD

**2. Commission hereby finds the project, as proposed, is:**

**Approved subject to:**

- a.  The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

**Denied because:**

- b.  The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c.  The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a).

a. \_\_\_\_\_ linear feet

**Inland Resource Area Impacts: (For Approvals Only)**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. _____ linear feet	b. _____ linear feet	c. _____ linear feet	d. _____ linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. _____ square feet	b. _____ square feet	c. _____ square feet	d. _____ square feet
6. <input type="checkbox"/> Land under Waterbodies and Waterways	a. _____ square feet	b. _____ square feet	c. _____ square feet	d. _____ square feet
	e. _____ c/y dredged	f. _____ c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. _____ square feet	b. _____ square feet	c. _____ square feet	d. _____ square feet
	Cubic Feet Flood Storage	e. _____ cubic feet	f. _____ cubic feet	g. _____ cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. _____ square feet	b. _____ square feet		
	Cubic Feet Flood Storage	c. _____ cubic feet	d. _____ cubic feet	e. _____ cubic feet



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:214-0671

eDEP Transaction #:1176430

City/Town: MEDFIELD

Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

a. square feet of BVW

b. square feet of Salt Marsh

23

Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

a. number of new stream crossings

b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

**The following conditions are only applicable to Approved projects**

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. the work is a maintenance dredging project as provided for in the Act; or
  - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:214-0671

eDEP Transaction #:1176430

City/Town:MEDFIELD

" Massachusetts Department of Environmental Protection"

[or 'MassDEP']

File Number : "214-0671"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

**NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**

19. The work associated with this Order(the "Project") is (1)  is not (2)  subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
  - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
  - b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is

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- fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

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- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

**Special Conditions:**

**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No

2. The Conservation Commission hereby (check one that applies):

a.  DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw \_\_\_\_\_ 2. Citation \_\_\_\_\_

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b.  APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw WETLANDS 2. Citation CHAPTER 290

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:  
SEE ATTACHED.

**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 - Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
MassDEP File #:214-0671  
eDEP Transaction #:1176430  
City/Town: MEDFIELD

**E. Signatures**

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

2/20/2020  
1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

7  
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

George J. Donnell  
Mazy McCarthy  
Bob Peio

Robert Ayler  
Bob Young  
Michael Perloff  
Richard J. ...

by hand delivery on February 25, 2020

by certified mail, return receipt requested, on \_\_\_\_\_

Date

Date

**F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



**ORDER OF CONDITIONS**  
with Findings of Facts

DEP File No. **214-0671**

18. Applicant: **James A. Stevens**
- Owner: Same
- Location of Land: **86 Philip Street**  
**Medfield, MA 02052**

The following conditions supplement those on the attached Form 5, 310 Code Mass. Regs. sec. 10.99 and the Medfield Wetlands Bylaw, Article IX:

**GENERAL CONDITIONS OF THE COMMISSION**

19. This Order of Conditions (Order) applies to the applicant, the owner of the lot described in the Notice of Intent (Land), and the successors and assigns of each. Accordingly, applicant means the applicant, the owner, and the agents, successors, and assigns of each.
- 20.. General Condition 9 above requires that a sign shall be displayed at the site not less than two square feet or more than three square feet in size, and that it shall read, "**Massachusetts Department of Environmental Protection File No. 214-0671.**" That sign shall be located and the lettering made clear enough so that the sign can be read from the street in front of or nearest the house or other proposed project. The sign shall not be attached to a live tree.
21. Before altering any part of the Land, the applicant shall provide the Commission, in writing, with the name, work and home address, and work and home telephone number of each person responsible for supervising the project and complying with this Order; notify the Commission in writing of the date work will begin at least seven (7) days before it will begin; if the Commission so requests, meet on the site with the Commission, the project supervisor identified above, and other persons the Commission specifies to review the project and this Order, including siltation controls; and explain the requirements of this Order to the developer or contractor responsible for carrying out the project so that he understands them.
22. This Order shall be included in all construction contracts with contractors and subcontractors dealing with the work proposed and shall supersede all conflicting contract requirements.
23. The applicant shall notify the Commission in writing at the time of any transfer in the title to the Land or any change in contractor or developers before the Certificate of Compliance is

issued. The notice shall include the name, address, and telephone numbers of the new owner or new contractor or developer, as well as a statement made under the penalties of perjury that the new owner or new contractor or developer has been provided with a copy of this Order.

24. A copy of this Order shall be available on the Land at all times during the course of the activities described in the Notice of Intent for contractors and subcontractors to review and adhere to and for the Commission, the DEP, or the agents of either to review to check compliance.

25. All work shall conform to the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission.

26. If the applicant changes any aspect of the Notice of Intent, including the plans submitted with it and including without limitation the size and location of the foundation, the amount or location of proposed clearing on the Land, and the extent of proposed regrading or filling, he shall notify the Commission in writing and shall cease work on the project until receiving a decision from the Commission. If the Commission deems the change significant, the applicant shall submit a new or Amended Notice of Intent, at the discretion of the Commission, with any necessary documentation, and obtain a new or amended Order. If the applicant, the owner, the Commission, or the agents of any of them find any error in the plans or information submitted by the applicant, the error shall be considered a change, and the applicant shall follow the procedures outlined above.

27. The Commission, the DEP, and the agents of either shall have the right to enter and inspect the Land to determine compliance with this Order and the right to require the submission of any data the Commission or DEP deems necessary for that determination. If the Commission or DEP determines, in its sole discretion, that a violation has occurred or is likely to occur, it shall notify the applicant and may order that work shall stop until the Commission or DEP approves measures to correct the violation.

28. If any unforeseen problem occurs during the work activity which affects or may affect any of the interests of the Massachusetts Wetlands Protection Act, ch. 131, sec. 40, or the Medfield Wetlands By-Law, including but not limited to plans to conduct substantial blasting of bedrock or large rock formations or discovery of unanticipated soil conditions, the applicant shall notify the Commission immediately in writing (or if the Commission discovers the problem, the Commission shall notify the applicant), and the Commission may require an immediate meeting between the Commission, applicant, engineer, and contractor to determine whether any measures should be taken to protect the interests of the Act and, if so, the precise measures. The applicant shall then correct the problem or prevent a possible problem by using the measures that the Commission requires.

29. All straw bales shall be double-staked, with one stake angled through the top of a bale into the bottom of the bale next to it to ensure that the bales remain tight against each other. Haybales shall be entrenched into the ground at least three (3) inches. Where the straw bales are required to be backed by silt fencing, the silt fencing shall be placed immediately on the edge of the bales closer to the resource areas and shall be wrapped under the bales six (6) inches before they are entrenched. Grading towards haybales shall be tapered so that it ends at the base of the bales; the straw bales shall not serve as temporary retaining walls. Any biodegradable siltation controls used on site shall be installed according to the manufacturer's specifications.
30. The applicant shall monitor daily, maintain properly, and reinforce or replace as necessary all erosion controls, including without limitation all haybales, silt fences, and riprap, so that they serve their intended purpose until all adjacent disturbed areas have been stabilized and until the Commission determines that they can or must be removed. The applicant shall notify the Commission promptly and in writing of any deficiencies in erosion controls and of any actions that it has taken or proposes to take to correct the problem, and shall implement all additional erosion and sedimentation controls that it, the Commission, or the DEP finds necessary. The applicant shall remove immediately and by hand any silt or other materials that have entered any resource area.
31. Refueling, oil changes, and lubrication of all equipment used in construction shall take place outside the buffer zone.
32. Loaming and seeding of all disturbed areas shall occur within 15 days of final grading. Barren areas shall be stabilized by temporary seeding if work on the project is interrupted by more than 30 days, unless the 30 days are in the winter. If the interruption occurs during winter, the applicant shall request, in writing, that the Commission determine whether temporary seeding should be done. Where necessary, the loaming and seeding shall be held in place with jute netting, cheesecloth, or straw. Because of the danger of introducing nutrients into resource areas, an applicant who proposes to use hydroseeding shall notify the Commission in writing and must obtain the written consent of the Commission.
33. Ground disturbed by work activity shall be stabilized with straw of at least three (3) inches in depth, seeding, loaming, suitable stone or other material.
34. All fill and excavated material shall be stockpiled in such a manner or far enough away from the resource area and at a suitable location to prevent sediment from runoff from entering the resource area.
35. All stumps, brush, solid waste, and other debris shall be removed from the Land, including any found on the Land before the proposed activity begins and any debris specified by the Commission.

36. The applicant shall maintain construction debris and waste materials in compliance with all applicable laws, and shall keep the Land in a clean condition. He shall place refuse in containers at the end of every workday and shall empty them promptly when filled. He shall maintain records of the destination of all materials to be removed from the Land, including stumps, brush, debris, construction waste, excess fill, loam, and peat, and shall make them available to the Commission upon request. The Commission may require that it must approve in advance the disposal of such materials. Refuse, debris, and waste materials shall not be placed or left within any resource area or within any part of the buffer zone if they may alter the adjacent resource area.

37. During and after work on the project, there shall be no discharge or spillage of fuel, oil, or other pollutants onto any part of the Land. If stored on the Land, toxic materials (e.g., petroleum products, paints, thinners, etc.) shall be locked up at the end of each work day. The applicant shall notify the Commission immediately if any discharge or spillage occurs.

38. Immediately upon completing the project, the applicant shall submit a written request to the Commission for a Certificate of Compliance, together with the following:

- a. a written statement, signed under the penalties of perjury, by a registered professional engineer, architect, landscape architect, land surveyor or other designated professional certifying compliance with the approved plans and this Order and describing in detail each deviation, if any, from this Order and the approved plans; and
- b. two sets of as-built plans showing areas of treatment by the aquatic vegetation management plan signed by a professional pond and lake scientist.

39. The applicant shall promptly remove any erosion controls, including without limitation haybales or silt fencing, that the Commission deems no longer necessary for protecting the resource areas, and shall properly dispose of them, as well as all silt, debris, or other run-off that they have retained, outside the resource areas and 100-foot buffer zone.

40. This Order in no way implies, certifies, or guarantees that the property or adjacent or downstream areas will not be subject to flooding, storm damage, or any other form of damage from run-off, ground water, or other water. By accepting this Order, the applicant and owner agree on behalf of themselves and their successors and assigns to indemnify and hold harmless the Town of Medfield, its agents, employees, and residents, and the Commission, the DEP, and the employees, members, and agents of either for any damage caused by alterations undertaken on the Land pursuant to this Order; that the Town of Medfield, its agents, employees, and residents, and the agents, employees, or members of the Commission and the DEP shall not be responsible for maintaining any drainage system or detention or retention basins proposed in the Notice of Intent or required by this Order; and that the Town, its agents, employees, and

residents, and the agents, employees and members of the DEP and the Commission shall not be liable for any damage if such systems or basins fail.

41. Every request for waiver or modification of a condition must be made in writing to the Commission, which may require a hearing on the request. No waiver or modification of any condition or any part of one shall be implied from the Commission's failure to discover or to take any action with respect to the applicant's non-compliance with any condition or with any part of one. The Commission's waiver of the applicant's compliance with any part of any condition shall affect only that part of the condition, and in all other respects the condition shall stand as though the waiver had not been made. Similarly, the Commission's waiver of the applicant's compliance with any entire condition shall affect only that condition, and in all other respects this Order shall stand as though the waiver had not been granted.

42. If a court or administrative agency declares any of these conditions or any part of one invalid for any reason, the invalidity shall affect only that condition or part of one declared invalid, and in all other respects the provision shall stand as though the invalid part of the condition had not been made, and no other portion of the condition, no other conditions, nor this Order as a whole shall be affected.

## **FINDINGS OF FACT AND SPECIAL CONDITIONS**

### **A. FINDINGS OF FACTS:**

The applicant proposes to implement an aquatic management program for Jewell's Pond, removal of several dead or dying trees and repairs to out buildings on the property.

The public hearing was published in the Medfield Press on September 13, 2019. The hearing was opened on September 19, 2019 and administratively continued to December 19, 2019 and closed the same date. No person spoke in favor or against the project.

Wetland buffer zones reduce harm to wetlands caused by adjacent development and other activities and provide essential habitat for wetlands species. The effectiveness of buffers increases with width, and buffers less than fifty (50) feet wide are generally ineffective in protecting wetlands. See "The Role and Function of Forest Buffers in the Chesapeake Bay Basin for Nonpoint Source Management," by Forestry Work Group of the Nonpoint Source Subcommittee, Chesapeake Bay Program, EPA Contract No. 68-WO-0043 (Feb. 1993); and the publications cited in the bibliography entitled "General References on Buffers," compiled by

Robert Buchsbaum, Massachusetts Audubon Society: North Shore, including without limitation, "Vegetated Buffers in the Coastal Zone: A Summary and Bibliography," by A. Desbonnet et al., Coastal Resources Center Tech. Rep. No. 2064 (Univ. of R.I. Graduate School of Oceanography, Narragansett, R.I., 1994) (concluding that even buffer zones 20 and 30 meters wide remove as little as 70 percent of sediments and pollutants), and "Wetland Buffers: Use and Effectiveness," by A.J. Castelle et al., Washington State Univ. Dep't of Ecology, Pub. No. 92-10 (Olympia, Wash., Feb. 1992).

The Commission finds that the resource area, Land under a Water Bodies and Waterways, is significant for protecting ground water, preventing pollution, preventing damage from storms, storing flood waters, protecting public and private water supplies and providing wildlife habitat. See 310 Code Mass. Regs. §§ 10.56 and the Medfield Wetland Bylaw, Article IX.

In accordance with the Medfield Wetlands Bylaw, Article IX, Section 6, the Commission typically requires an undisturbed forested buffer of at least fifty (50) feet between proposed work activity and resource areas. The applicant proposes no work within the 50-foot no-disturb area. The Commission waives this requirement for this project only.

Based on these Findings of Fact, the Commission imposes the following Special Conditions, which supersede any general conditions that conflict with them or that impose lesser requirements:

**B. SPECIAL CONDITIONS:**

43. Unless otherwise specified in this Order, all work shall conform to the following plans and special conditions:

**PLANS:**

Title: Notice of Intent – Schematic Plan  
Dated: September 19, 2019; received: September 19, 2019  
Signed by: James A. Stevens  
on file with: Medfield Conservation Commission

44. A continuous line of entrenched silt fence (erosion control barrier) in the manner described in Condition 29 above and shall be installed as needed with the approval of the Conservation Commission or its agent. The applicant may use a biodegradable barrier, installed per specifications of the manufacturer, in place of the silt fence.

45. The erosion control barrier will be inspected by the Commission or its agent prior to any site preparation and/or construction activities.

46. The erosion control barrier mentioned in Condition 44 shall mark the limit of regrading, disturbance of the surface, cutting or removal of vegetation, and any other work activity associated with the construction activity for the addition.
47. To prevent silt and gasoline, grease, oil, and other harmful chemicals from entering the resource areas, all material excavated in the construction of the house and all equipment and materials used in construction shall be stored outside the resource area and the 100-foot buffer zone and away from any place from which any hazardous materials on them could drain directly towards the resource areas.
48. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource areas shown on the Plan and described in the Notice of Intent.
49. The Commission reserves the right to require additional conditions if deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw.
50. Publicly displayed flags and flyers shall be placed along the ponds and sent to the abutters list of the Notice of Intent informing the public of the treatment the pond is receiving and use restriction time table.
51. The Findings of Fact are incorporated as a special condition and given equal status as such.
52. The Conservation Commission will be notified 72 hours in advance of the dates and type of procedure, chemical, hydro-raking and/or harvesting, to be used on each pond.
53. Prior to the use of each type of chemical, the pond to be treated shall be lowered minimum of 6 – 12 inches. No discharge of treated water will be allowed for a five-day period following the herbicide treatment.
54. The application of any chemical used on any of the ponds will be performed by a properly licensed contractor and in accordance with all applicable Federal and State regulations.
55. The application will be done in accordance with the site specific, "License (permit) to Apply Chemicals" for the control of nuisance aquatic vegetation issued by DEP, Division of Water Pollution Control. A copy of the DEP License to Apply Chemicals will be submitted to the Commission prior to application of chemicals.

56. The applicant shall provide the Commission with a detailed assessment of the pond treatment plan from the DEP License to Apply Chemicals company doing the pond treatment two weeks prior to the scheduled treatment date.
57. The removal of the dead/dying trees shall be performed by a tree climbers rather than the use of a crane. The Commission will be notified if any change to the tree removal is required a minimum of two weeks prior to the scheduled removal.
58. Upon completion of the project, a site As-Built plan showing the actual areas treated for nuisance aquatic vegetation, other significant plant communities both aquatic or emergent vegetation, and a plant identification key will be submitted to the Commission. The plan will specify what treatment was applicable to the vegetation - such as chemical type, harvesting and/or raking.
59. Jewell's Pond will be posted at the time of application in accordance with the chemical label and MA-DEP requirements.
60. All empty chemical containers and any other hazardous materials will be disposed of in accordance with federal, state and local rules and regulations.
61. The Commission reserves the right to inspect the pond for compliance with these conditions and the MA Wetlands Protection Act and the Medfield Wetland Bylaw.

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 and the Medfield Wetlands Bylaw, Chapter 290

Provided by MassDEP: MassDEP File #:214-0670 eDEP Transaction #:1175725 City/Town:MEDFIELD

A. General Information

- 1. Conservation Commission MEDFIELD
2. Issuance a. [X] OOC b. [ ] Amended OOC

3. Applicant Details

a. First Name CHRISTOPHER b. Last Name STORY
c. Organization
d. Mailing Address 22 BIRCH ROAD
e. City/Town MEDFIELD f. State MA g. Zip Code 02052

4. Property Owner

a. First Name CHRISTOPHER b. Last Name STORY
c. Organization
d. Mailing Address 22 BIRCH ROAD
e. City/Town MEDFIELD f. State MA g. Zip Code 02052

5. Project Location

a. Street Address 22 BIRCH ROAD
b. City/Town MEDFIELD c. Zip Code 02052
d. Assessors Map/Plat# 61 e. Parcel/Lot# 18
f. Latitude 42.19704N g. Longitude 71.270932W

6. Property recorded at the Registry of Deed for:

a. County NORFOLK b. Certificate c. Book 732 d. Page 72

7. Dates

a. Date NOI Filed : 8/22/2019 b. Date Public Hearing Closed: 9/19/2019 c. Date Of Issuance: 2/18/2020

8. Final Approved Plans and Other Documents

a. Plan Title: DRAINAGE IMPROVEMENT PLAN 22 BIRCH ROAD
b. Plan Prepared by: HENDERSON CONSULTING SERVICES
c. Plan Signed/Stamped by: SCOTT P. HENDERSON #51845
d. Revised Final Date: 07/30/2019
e. Scale: 1" = 20'

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is

**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 - Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 MassDEP File #:214-0670  
 eDEP Transaction #:1175725  
 City/Town: MEDFIELD

significant to the following interests of the Wetlands Protection Act.

Check all that apply:

a. <input checked="" type="checkbox"/> Public Water Supply	b. <input type="checkbox"/> Land Containing Shellfish	c. <input checked="" type="checkbox"/> Prevention of Pollution
d. <input checked="" type="checkbox"/> Private Water Supply	e. <input checked="" type="checkbox"/> Fisheries	f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat
g. <input checked="" type="checkbox"/> Ground Water Supply	h. <input checked="" type="checkbox"/> Storm Damage Prevention	i. <input checked="" type="checkbox"/> Flood Control

2. Commission hereby finds the project, as proposed, is:

**Approved** subject to:

a.  The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

**Denied** because:

b.  The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**

c.  The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a).

20 feet  
 a. linear feet

**Inland Resource Area Impacts: (For Approvals Only)**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u>                    </u> a. linear feet	<u>                    </u> b. linear feet	<u>                    </u> c. linear feet	<u>                    </u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. square feet	<u>                    </u> d. square feet
6. <input type="checkbox"/> Land under Waterbodies and Waterways	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. square feet	<u>                    </u> d. square feet
	<u>                    </u> e. c/y dredged	<u>                    </u> f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. square feet	<u>                    </u> d. square feet

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Cubic Feet Flood Storage	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet		
Cubic Feet Flood Storage	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront Area	<u>                    </u>	<u>                    </u>		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	g. square feet	h. square feet	i. square feet	j. square feet

**Coastal Resource Area Impacts:**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
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10.  Designated Port Areas Indicate size under Land Under the Ocean, below

11. <input type="checkbox"/> Land Under the Ocean	<u>                    </u>	<u>                    </u>		
	a. square feet	b. square feet		
	<u>                    </u>	<u>                    </u>		
	c. c/y dredged	d. c/y dredged		

12.  Barrier Beaches Indicate size under Coastal Beaches and/or Coastal Dunes below

13. <input type="checkbox"/> Coastal Beaches	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
14. <input type="checkbox"/> Coastal Dunes	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment

15. <input type="checkbox"/> Coastal Banks	<u>                    </u>	<u>                    </u>		
	a. linear feet	b. linear feet		

16. <input type="checkbox"/> Rocky Intertidal Shores	<u>                    </u>	<u>                    </u>		
	a. square feet	b. square feet		

17. <input type="checkbox"/> Salt Marshes	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. square feet	d. square feet

18. <input type="checkbox"/> Land Under Salt Ponds	<u>                    </u>	<u>                    </u>		
	a. square feet	b. square feet		
	<u>                    </u>	<u>                    </u>		
	c. c/y dredged	d. c/y dredged		

19. <input type="checkbox"/> Land Containing Shellfish	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
	a. square feet	b. square feet	c. square feet	d. square feet

20.  Fish Runs Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above

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21.  Land Subject to Coastal Storm Flowage

c. c/y dredged d. c/y dredged

a. square feet b. square feet

22.  Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

a. square feet of BVW

b. square feet of Salt Marsh

23.  Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

a. number of new stream crossings

b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. the work is a maintenance dredging project as provided for in the Act; or
  - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under

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the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"

[or "MassDEP"]

File Number : "214-0670"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

**NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**

19. The work associated with this Order(the "Project") is (1)  is not (2)  subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a

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- Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in

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the O&M Plan approved by the issuing authority.

- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

**Special Conditions:**

SFH - NOT APPLICABLE.

**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No

**2. The Conservation Commission hereby (check one that applies):**

a.  DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw \_\_\_\_\_

2. Citation \_\_\_\_\_

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b.  APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw WETLANDS

2. Citation CHAPTER 290

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:  
SEE ATTACHED.

**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 - Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
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**E. Signatures**

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

2/18/2020  
1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

7  
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

George H. Daulton  
Mary McCarry  
Don Paul

Robert Taylor  
Michael Perloff  
Richard E. Jocky  
At Home

by hand delivery, on

February 25, 2020

by certified mail, return receipt requested, on

Date

Date

**F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



[Type text]

**Medfield Conservation Commission**

**ORDER OF CONDITIONS  
with Findings of Fact**

DEP File No. **214-0670**

Applicant: Christopher Story

Owner:

Location of Land: **22 Birch Road, Medfield, MA 02052  
Assessor Map 61, Parcel 18**

The following conditions supplement those on the attached Form 5 and apply to both the Massachusetts Wetlands Protection Act, Chapter 131, Sec. 40, its associated Rules and Regulations, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290 and its associated Rules and Regulations:

**GENERAL CONDITIONS OF THE COMMISSION**

19. This Order of Conditions (Order) applies to the applicant, the owner of the lot described in the Notice of Intent (Land), and the successors and assigns of each. Accordingly, applicant means the applicant, the owner, and the agents, successors, and assigns of each.
20. The work authorized hereunder shall be completed within one year from the date of issue. This Order may be extended by the issuing authority for one or more periods of one year intervals upon written request at least 30 days prior to the expiration date of the Order. [Bylaw]
21. Before altering any part of the Land, the applicant shall provide the Commission, in writing, with the name, work and home address, and work and home telephone number of each person responsible for supervising the project and complying with this Order; notify the Commission in writing of the date work will begin at least seven (7) days before it will begin; if the Commission so requests, meet on the site with the Commission, the project supervisor identified above, and other persons the Commission specifies to review the project and this Order, including siltation controls; and explain the requirements of this Order to the developer or

contractor responsible for carrying out the project so that he understands them.

22. This Order shall be included by reference in all contracts, plans and specifications with contractors and subcontractors dealing with the activity proposed in this Order and that are created or modified after the issuance date of this Order, along with a statement that this Order shall supersede any conflicting contractual arrangements, plans or specifications or requirements.

23. The applicant shall notify the Commission in writing within 30 days of any transfer in the title to the Land or any change in contractor or developers before the Certificate of Compliance is issued. The notice shall include the name, address, and telephone numbers of the new owner or new contractor or developer, as well as a statement made under the penalties of perjury that the new owner or new contractor or developer has been provided with a copy of this Order.

24. A copy of this Order shall be available on the Land at all times during the course of the activities described in the Notice of Intent for contractors and subcontractors to review and adhere to and for the Commission, the DEP, or the agents of either to review to check compliance.

25. The applicant shall provide a copy of this Order to the person or persons supervising the activity that is the subject of this Order, and will be responsible for ensuring that all persons performing the permitted activity are fully aware of the terms and conditions of this Order.

26. Any person performing work on the activity that is the subject of this Order is individually responsible for understanding and complying with the requirements of this Order, the Act, 310 CMR 10.00 and the Medfield Wetland Bylaw and Wetland Bylaw Regulations.

27. All work shall conform to the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission.

28. If the applicant changes any aspect of the Notice of Intent, including the plans submitted with it, he shall notify the Commission in writing and shall cease work on the project until receiving a decision from the Commission. If the Commission deems the change significant, the applicant shall submit a new or Amended Notice of Intent, at the discretion of the Commission, with any necessary documentation, and obtain a new or amended Order. If the applicant, the owner, the Commission, or the agents of any of them find any error in the plans or information submitted by the applicant, the error shall be considered a change, and the applicant shall follow the procedures outlined above.

29. The Commission, the DEP, and the agents of either shall have the right to enter and inspect the Land to determine compliance with this Order and the right to require the submission of any data the Commission or DEP deems necessary for that determination. If the Commission

or DEP determines, in its sole discretion, that a violation has occurred or is likely to occur, it shall notify the applicant and may order that work shall stop until the Commission or DEP approves measures to correct the violation.

30. It is the responsibility of the applicant to complete any review required by all agencies with jurisdiction over the activity that is the subject of this Order, and to procure all required permits or approvals.

31. All construction materials, earth stockpiles, landscaping materials, slurry pits, waste products, refuse, debris, stumps, slash, or excavate may only be stockpiled or collected in areas as shown and labeled on the approved plan(s), or if no such areas are shown must be placed or stored outside all resource areas and associated buffer zones under cover and surrounded by a double-staked row of straw bales to prevent contact with rain water.

32. No material of any kind may be buried, placed or dispersed in areas within the jurisdiction of the Commission by activities that are the subject of this Order, except as are expressly permitted by this Order or the plans approved herein.

33. There shall be no pumping of water from wetland resource areas.

34. This Order authorizes only the activity described on the approved plan(s) and approved documents referenced in this Order. Any other or additional activity in areas within the jurisdiction of the Commission will require separate review and approval by the Commission or its agent.

35. If any unforeseen problem occurs during the work activity which affects or may affect any of the interests of the Massachusetts Wetlands Protection Act, ch. 131, sec. 40, or the Medfield Wetlands By-Law, Chapter 290, including but not limited to plans to conduct substantial blasting of bedrock or large rock formations or discovery of unanticipated soil conditions, the applicant shall notify the Commission immediately in writing (or if the Commission discovers the problem, the Commission shall notify the applicant), and the Commission may require an immediate meeting between the Commission, applicant, engineer, and contractor to determine whether any measures should be taken to protect the interests of the Act and, if so, the precise measures. The applicant shall then correct the problem or prevent a possible problem by using the measures that the Commission requires.

36. All biodegradable erosion control barriers (ECB) shall be installed according to the manufacturer's specifications. Any ECB installed as a tube (sock, log, etc.) shall include the installation of an orange construction fence or other highly visible devise, on the upland side of the tube.

Any silt fence used on a project site shall be entrenched 6 inches into the ground.

Any bales used as an ECB shall be straw bales. The applicant shall provide the Commission with verification that bales are composed of straw. All straw bales shall be double-staked, with one stake angled through the top of a bale into the bottom of the bale next to it to ensure that the bales remain tight against each other. Straw bales shall be entrenched into the ground at least three (3) inches. Where the straw bales are required to be backed by silt fencing, the silt fencing shall be placed immediately on the edge of the bales closer to the resource areas and shall be entrenched six (6) inches into the ground. Grading towards straw bales shall be tapered so that it ends at the base of the bales; the straw bales shall not serve as temporary retaining walls. **Hay bales shall not be used.**

37. Loaming and seeding of all disturbed areas shall occur within 15 days of final grading. Barren areas shall be stabilized by temporary seeding if work on the project is interrupted by more than 30 days, unless the 30 days are in the winter. If the interruption occurs during winter, the applicant shall request, in writing, that the Commission determine whether temporary seeding should be done. Where necessary, the loaming and seeding shall be held in place with jute netting, cheesecloth, or straw. Because of the danger of introducing nutrients into resource areas, an applicant who proposes to use hydroseeding shall notify the Commission in writing and must obtain the written consent of the Commission.

38. Ground disturbed by work activity shall be stabilized with straw of at least three (3) inches in depth, seeding, loaming, suitable stone or other material.

39. All fill and excavated material shall be stockpiled in such a manner or far enough away from the resource area, under cover and surrounded by a double-staked row of straw bales to prevent contact with rain water and at a suitable location to prevent sediment from runoff from entering the resource area.

40. All stumps, brush, solid waste, and other debris shall be removed from the Land, including any found on the Land before the proposed activity begins and any debris specified by the Commission.

41. The applicant shall maintain construction debris and waste materials in compliance with all applicable laws, and shall keep the Land in a clean condition. He shall place refuse in containers at the end of every workday and shall empty them promptly when filled. He shall maintain records of the destination of all materials to be removed from the Land, including stumps, brush, debris, construction waste, excess fill, loam, and peat, and shall make them available to the Commission upon request. The Commission may require that it must approve in advance the disposal of such materials. Refuse, debris, and waste materials shall not be placed or left within any resource area or within any part of the buffer zone if they may alter the adjacent resource area.

42. During and after work on the project, there shall be no discharge or spillage of fuel, oil, or other pollutants onto any part of the Land. If stored on the Land, toxic materials (e.g., petroleum products, paints, thinners, etc.) shall be locked up at the end of each work day. The applicant shall notify the Commission immediately if any discharge or spillage occurs.

43. In conjunction with the sale or other transfer of the Land or any part of it, the applicant shall submit to the Commission a signed and dated statement by the buyer or transferee that he is aware of resource areas and buffer zones in the vicinity of the property and this Order of Conditions and has received a copy of it.

44. This Order in no way implies, certifies, or guarantees that the property or adjacent or downstream areas will not be subject to flooding, storm damage, or any other form of damage from run-off, ground water, or other water. By accepting this Order, the applicant and owner agree on behalf of themselves and their successors and assigns to indemnify and hold harmless the Town of Medfield, its agents, employees, and residents, and the Commission, the DEP, and the employees, members, and agents of either for any damage caused by alterations undertaken on the Land pursuant to this Order; that the Town of Medfield, its agents, employees, and residents, and the agents, employees, or members of the Commission and the DEP shall not be responsible for maintaining any drainage system or detention or retention basins proposed in the Notice of Intent or required by this Order; and that the Town, its agents, employees, and residents, and the agents, employees and members of the DEP and the Commission shall not be liable for any damage if such systems or basins fail.

45. Every request for waiver or modification of a condition must be made in writing to the Commission, which may require a hearing on the request. No waiver or modification of any condition or any part of one shall be implied from the Commission's failure to discover or to take any action with respect to the applicant's non-compliance with any condition or with any part of one. The Commission's waiver of the applicant's compliance with any part of any condition shall affect only that part of the condition, and in all other respects the condition shall stand as though the waiver had not been made. Similarly, the Commission's waiver of the applicant's compliance with any entire condition shall affect only that condition, and in all other respects this Order shall stand as though the waiver had not been granted.

46. If a court or administrative agency declares any of these conditions or any part of one invalid for any reason, the invalidity shall affect only that condition or part of one declared invalid, and in all other respects the provision shall stand as though the invalid part of the condition had not been made, and no other portion of the condition, no other conditions, nor this Order as a whole shall be affected.

**FINDINGS OF FACTS AND SPECIAL CONDITIONS**

**I. FINDINGS OF FACTS:**

The proposed project approved under this Order of Conditions (Order) is the installation of a French drainage system in sections around an existing single-family house and driveway at 22 Birch Road, Medfield, MA, Assessor Map 61, Parcel 018.

The Notice of Intent was received on August 22, 2019. Notice of the public hearing was published in the Medfield Press on September 13, 2019. The public hearing was held on September 19, 2019. The public hearing was closed on September 19, 2019. No one was in attendance to speak for or against the proposed project.

The applicant proposes the installation of the drainage system along the north side of the property and under the driveway to the south side discharge outlet. A stone French drainage system run along the south side length of the driveway. All work for the project is located in the 100-foot Buffer Zone of the property. The proposed erosion controls are staked mulch sock. The Commission grants necessary work proposed in the 50-foot No-Disturb Resource Area of the site (Bylaw).

The Commission finds that the work is significant to the following interests of the MA Wetlands Protection Act and the Medfield Wetland Bylaw: protection of 1) public and private water supplies, 2) groundwater supply, 3) flood control, 4) storm damage prevention, 5) prevention of pollution, 6) protection of fisheries, and 7) protection of wildlife habitat. The site is hydrologically linked to the Medfield Watershed Protection District and is within the watershed of the Charles or Neponset Rivers. All of the town's water supply wells are located within these watersheds.

The Bordering Vegetated Wetlands on this property and the other resource areas in this area form an important part of a rich, extensive and beautiful wetland system that comprises other significant wetlands, marshes, and swamps. Subsequently the Commission finds that the resource - Bordering Vegetated Wetlands and 50-Foot No-Disturb Resource Area - are significant to the following interests under the Act and the Medfield Wetland Bylaw: protection of public and private water supplies, groundwater supply, drainage and flood control, prevention of storm damage, prevention of pollution and protection of fisheries and wildlife habitat. See 310 CMR Sec. 10:55 and the Medfield Wetlands Bylaw, Chapter 290.

The Commission's preeminent concerns are protecting Medfield's public water supply and groundwater supply by protecting the Charles and Neponset River, their tributaries, their aquifer areas and the associated wetlands--all hydraulically connected with the Sub-Watershed Areas and eventually the Charles and Neponset River watersheds and the Town wellfields--by

keeping silt and nutrients out of them; and preserving the flood storage capacity of the rivers, their tributaries, and the wetlands and floodplains associated with them.

The Commission also finds that an undisturbed forest buffer of at least fifty (50) feet between the edge of the area to be disturbed and the resource area (except riverfront area) is necessary to protect the resource areas. Undisturbed buffer zones reduce harm to wetlands / resource areas caused by adjacent development and other activities and provide essential habitat for wetlands species. The effectiveness of buffers increases with width, and buffers less than fifty (50) feet wide are generally ineffective in protecting wetlands. See "The Role and Function of Forest Buffers in the Chesapeake Bay Basin for Nonpoint Source Management," by Forestry Work Group of the Nonpoint Source Subcommittee, Chesapeake Bay Program, EPA Contract No. 68-WO-0043 (Feb. 1993); and the publications cited in the bibliography entitled "General References on Buffers," compiled by Robert Buchsbaum, Massachusetts Audubon Society: North Shore, including without limitation, "Vegetated Buffers in the Coastal Zone: A Summary and Bibliography," by A. Desbonnet *et al.*, Coastal Resources Center Tech. Rep. No. 2064 (Univ. of R.I. Graduate School of Oceanography, Narragansett, R.I., 1994) (concluding that even buffer zones 20 and 30 meters wide remove as little as 70 percent of sediments and pollutants), and "Wetland Buffers: Use and Effectiveness," by A.J. Castelle *et al.*, Washington State Univ. Dep't of Ecology, Pub. No. 92-10 (Olympia, Wash., Feb. 1992).

The Commission finds that the resource areas are a Bordering Vegetated Wetlands and the 50-foot No-Disturb Resource Area ( Medfield Wetlands Bylaw, Chapter 290) and the 100-foot buffer zone are significant for protecting ground water, preventing pollution, preventing damage from storms, storing flood waters, protecting fisheries and providing wildlife habitat. See 310 Code Mass. Regs. §10:55 and the Medfield Wetland Bylaw, Chapter 290.

Based on these Findings of Fact, the Commission imposes the following Special Conditions, which supersede any general conditions that conflict with them or that impose lesser requirements:

## II. SPECIAL CONDITIONS:

47. General Condition 10, Page 4 of 10 \* ELECTRONIC COPY, requires that a sign shall be displayed at the site not less than two square feet or more than three square feet in size, and that it shall read, "**Massachusetts Department of Environmental Protection (or MA DEP) File No. 214-0670.**" That sign shall be located and the lettering made clear enough so that the sign can be read from the street in front of the proposed project. The sign shall not be attached to a live tree. The sign shall remain in place and visible until a Certificate of Compliance is issued for the activity.

48. A continuous line of an erosion control barrier (ECB) shall be installed along a line marked in field and inspected by the Conservation agent prior to the start of work. **Hay bales** shall not be used at the site. Field adjustments may be necessary.

49. An orange construction fence shall be installed along the **upland (work) side of the erosion control sock**. The erosion control barrier (ECB) shall be installed according to the manufacturer's specifications.

50. Once installed, the erosion control barrier will be inspected by the Commission or its agent **prior to** any site preparation and/or construction activities.

51. The erosion control barrier mentioned in Conditions 48, 49, 50 and 51 shall mark the limit of regrading, disturbance of the surface, cutting or removal of vegetation, and any other work activity associated with the proposed site work approved in the Order.

52. The applicant shall provide the name(s) and telephone number(s) of all person(s) responsible for compliance with this Order.

53. Unless otherwise specified in this Order, all work shall conform to the following:

**PLANS:**

- A) Title: Notice of Intent  
Dated: Received: August 22, 2019  
Signed by: Christopher Story, owner;  
Scott Henderson, the applicant's representative  
on file with: Medfield Conservation Commission (MCC)
- B) Title: "DRAINAGE IMPROVEMENT PLAN, 22 BIRCH ROAD,  
ASSESSOR'S PARCEL 61-018,  
MEDFIELD, MASSACHUSETTS"  
Dated: July 30, 2019  
Prepared by: Henderson Consulting Services  
Stamped by Scott P. Henderson, PE # 51845  
on file with: MCC

54. The Commission reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site.

55. The area of construction shall remain in a stable condition at the close of each construction day.

56. Erosion controls shall be inspected at this time as necessary.
57. The excess soils removed and replaced with stone and gravel for the drainage system shall be immediately removed from the site
58. Refueling, oil changes, and lubrication of all equipment used in construction shall take place outside all areas within the jurisdiction of the Commission unless otherwise indicated on the plan of record.
59. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource area shown on the Plan and described in the Notice of Intent. This condition shall be referenced in any Certificate of Compliance issued for **22 Birch Road**, Medfield.
60. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that part of the lawn that is within the buffer zone, and any fertilizers used on that part of the lawn shall be of the slow-release organic granular type, low-nitrogen variety. This condition shall be referenced in any Certificate of Compliance issued for **22 Birch Road**, Medfield
61. The "Findings of Facts" are incorporated as special condition #59 and given equal status as such.
62. Within thirty (30) days upon completion of construction and final soil stabilization, the applicant shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC):
  - (1) A Completed Request for a Certificate of Compliance form (WPA Form 8A) or a written request to the Commission for a Certificate of Compliance.
  - (2) A letter, signed under the penalties of perjury, from a Registered Professional Engineer certifying compliance of the property with this Order of Conditions, and detailing any deviations that exist, and their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted.
  - (3) Two "As-Built" plans signed and stamped by a Registered Professional Engineer or Land Surveyor showing post-construction conditions within all areas under the jurisdiction of the Massachusetts Wetlands Protection Act and the Medfield Wetlands Protection Bylaw. This plan shall include at a minimum:

- (a) All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in this Order of Conditions and at the same scale as the proposed plan of record;
- (b) Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, dry wells, and raised bounds, constructed under this Order within any wetland resource area or buffer zone;
- (c) Distances from any structures constructed under this Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways;
- (d) A line delineating the limit of work, ECB location and wetlands line with flag numbers, - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under this Order;
- (e) Final grading elevations shown at 2-foot intervals;
- (f) Any other items, elevations, raised bounds or distances the Commission may specify to ensure compliance with this Order.

63. Pesticides, herbicides, fungicides, and fertilizers **shall not be used** within 100 feet of the wetlands. Organic pesticides, herbicides, fungicides and fertilizers may be used subject to the review and approval of the Conservation Commission. This shall be noted in the Certificate of Compliance and shall be an ongoing condition.

64. De-icing chemicals (e.g. sodium, potassium, and calcium chloride) are prohibited on driveways located in wetland resource areas and buffer zones. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

65. Only slow-release organic granular type, low-nitrogen fertilizers shall be used within the wetland buffer zone. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

66. Dumping Prohibited: There shall be no dumping of leaves, grass clippings, brush, or other debris into the wetland resource area. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

67. Additional Alteration Prohibited: There shall be no additional alterations of areas under Conservation Commission jurisdiction without the required review and permit(s). This condition

shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

68. Prior to the issuance of a Certificate of Compliance and/or upon the sale of the property to subsequent owners, the new owner shall provide a letter to the Conservation Commission acknowledging that he/she understands the wetland restrictions bound to this property. A copy of this letter shall accompany the written request for a Certificate of Compliance. This condition shall be an ongoing condition and **shall be recorded in the deed and on subsequent deeds.**

69. The following conditions: 59, 60, 63, 64, 65, 66 67, 68 and 69 shall run with the Land and be binding in perpetuity on all successors in title and assigns of the applicant. This Condition shall be noted on any Certificates of Compliance issued for this Order.



To complete this application, you will need information about your community's total year-round housing units from the 2010 Census and the cumulative net increase in year-round housing units from January 1, 2015 through December 31, 2019 (referred to below as "additional" units). BUILDING PERMIT data from the US Census Building Permit Survey is the primary source of information about additional units. You will need to have the application signed and certified by your local Building Official as to the accuracy of this information. The Executive Officer (Mayor or Chair of Board of Selectmen) must also sign the application.

You may save your work and return to the form. IF you use the "Save and Resume" feature, please note that uploaded files will not be saved. Therefore, gather and keep files needed for uploading, and only upload them when you are planning to hit the "SUBMIT" button at the END of the form. Please do not submit your form without the uploaded signatures.

If you are qualifying based on an increase of 300 units/3% increase in year round housing stock, you will also need information about Best Practices related to housing that your community has established. Please be sure to upload all documentation needed to demonstrate these best practices.

Applications are DUE no later than 3:00 p.m. on **March 23, 2020**.

If you have questions, contact Housing Choice Program Director Chris Kluchman at [chris.kluchman@mass.gov](mailto:chris.kluchman@mass.gov) or 617-573-1167.

## Housing Choice Designation Application 2020

1. Submitting Municipality\*

*Choose your City or Town from the drop down list*

2. Contact Name\*

First Name\*

Last Name\*

2.a. Contact Mailing Address\*

Address Line 1

Address Line 2

City

State

ZIP Code

2.b. Contact Email\*

2.c. Phone\*

3. Was your City/Town designated a Housing Choice Community in 2018?\*

Yes  No

4. Does your community have any ACTIVE housing restrictions such as a moratorium or limitations on the number of new housing units? \*

Yes  No

*Zoning moratorium makes your community INELIGIBLE for Housing Choice designation*

*If the answer to Question 4. Is Yes:*

*4.a. If your community has an ordinance or bylaw that restrict or limit the number of new housing units, please provide a copy here.*

5. Has your community conducted a Self Evaluation or Transition Plan related to Americans with Disabilities Act (ADA)? \*

Yes  No

*More information on ADA requirements for local governments can be found at the Housing Choice Web pages*

*IF the answer to Question 5 is No:*

*5.a. If your answer to #5 was NO, is your community willing to enter into a Memorandum of Understanding (MOU) between the Massachusetts Office of Disability and DHCD to conduct such study within the next five (5) years?*

Yes  No

## Information about your Community's Housing Production

The Housing Choice designation is based on PRODUCTION of new year-round housing units over the last 5 years. The threshold for qualifications is a 5% increase (or 500 units) or a 3% increase (or 300 units) and best practices. This section describes how to calculate and demonstrate the increase in new year-round housing units.

(1) **Look up your community's 2010 year-round housing units** (this is also the denominator used in the Subsidized Housing Inventory or SHI). The Housing Choice web site has a list of 2010 year-round units for all communities [here](#)

(2) **Calculate the number of additional year-round housing units over the last 5 years** using the number of BUILDING PERMITS issued to create the ratio of additional units added over the last 5 years, *excluding* housing units that replace demolished units at a 1 to 1 ratio. Demolition of one single family unit and replacement with one single family unit is an increase of 0 units. If a demolished single family home is replaced with 3 units, the net increase is +2 units. If building permits for new units replacing a demolished home cannot be easily excluded from your data, please provide data about the number of demolition permits and total units demolished.

(3) **Data Sources:** BUILDING PERMITS are the measurement of additional year-round housing units for this calculation. Your building official should have a record of new residential building permits for year-round housing issued between January 1, 2015 and December 31, 2019. If your building official does not have ready access for this information, another source for this building permit data is information submitted by your community to the U.S. Census in the Building Permit Survey. A copy of the Building Permit Survey for all cities and towns in Massachusetts for 2015 through 2018 can be found on the Housing Choice web site [here](#). 2010 Building Permit Survey data is not yet available, and therefore 2019 building permit data must be provided from your building official. If your community has reason to believe the current Census Building Permit Survey data does not fully reflect the number of building permits in your community, there is a place in the application to add comments and explanation.

6. Provide your community's 2010 year-round housing units\*

*2010 year-round housing units are available for download: <https://www.mass.gov/how-to/apply-for-the-housing-choice-designation>*

7. Number of net new units that were issued building permits between January 1, 2015 and December 31, 2019\*

*Note: please see the above description of qualifying net new units*

8. Here is the percent increase in year-round housing units (net new units/2010 units\*100)\*

*Note: this field calculates the % increase automatically. Use this or the number of units over the last 5 years in Question 7 to complete Question 9 below.*

## 9. Housing Choice Designation.

**Based on the increase in housing units in Question 8 OR the number of units produced over the last 5 years in Question 7, select the appropriate designation in Question 9.a.** If you do not meet the numeric standard to qualify to be a Housing Choice Community, visit the Housing Choice Web pages and review the many Technical Assistance opportunities available from many public, quasi-public and advocacy organizations. You might also talk to your Regional Planning Agency about what steps your community might take to increase housing production so that you may qualify for the designation in the future.

9.a. Choose the Housing Choice Designation for your community based on Questions 6, 7 and 8\*

5% increase OR 500+ units over the last five years  3% increase OR 300+ units over the last five years

10. UPLOAD documentation of the building permits issued over the last 5 years. Please upload .pdfs of printouts from your building permit software, excel spreadsheets, or other information about building permits in your community. Remember, even if you use Building Permit Survey data for 2015 through 2018, you must provide your community's building permit information for 2019.

10.a. Upload building permit data\*

*You must provide detailed back up for all net new units*

10.b. Use the space below to provide information about additional housing units in your community that you believe are not captured by the Building Permit

Survey

*Here you can let us know about the reasons why the Building Permit Survey does not accurately reflect housing production in your community*

## 11. Housing Choice Best Practices

**If your community has over 5% increase in housing production or 500 or more net new housing units, please go through all 14 of the best practices below and indicate by checking the box for each of your community's BEST PRACTICES to indicate which ones your City/Town has implemented.. You do not have to submit or upload any documentation. While communities with 5%/500 growth in housing units do not need to demonstrate a certain number of best practices to qualify for Housing Choice designation, the best practices are a part of evaluating grant proposals.**

**For Production and Planning (3%/300) which Housing Best Practices do you have?**

- You **MUST** select at least 7 of the 14 best practices below to qualify for the 3%/300 unit category.
- **TWO Best Practices MUST be in the affordable category.**
- You **MUST** upload documentation to demonstrate achievement of at least 7 of the 14 Best Practices that you select below.

**NOTE: when uploading required documentation, only one file per upload box is allowed, please scan documents into a SINGLE FILE for uploading to each best practice.**

11.a. Allow for Multifamily development in local zoning

Have at least one zoning district that allows multifamily by right (in addition to 40R districts) where there is capacity to add units and that allows for family housing that is not age restricted and does not restrict units with more than 2 bedrooms (or demonstrate a pattern of approving such developments over the last 5 years)

11.a. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.a. Narrative   
*Provide additional narrative here for question 11.a.*

11.b Have Inclusionary Zoning [Affordable Category]

Have inclusionary zoning that provides for reasonable density increases so that housing is not unreasonably precluded

**11.b. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that addresses inclusionary zoning with density increases for provision of affordable units

11.b. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.b. Narrative

*Provide additional narrative here for question 11.b.*

11.c. Have an approved 40R Smart Growth or Starter Home zoning district [Affordable Category]

Have adopted a 40R Smart Growth or Starter Homes zoning district

**11.c. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that implements MGL chapter 40R Smart Growth or Starter Homes provisions

11.c. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.c. Narrative

*Provide additional narrative here for question 11.c.*

11.d. Have Zoning that allows mixed use or cluster developments

Have zoning that allows for mixed use, or cluster developments by right (or can demonstrate a consistent pattern over the last 5 years of approving such developments)

**11.d. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that allows mixed use or cluster development by right. If you believe your community has demonstrated a consistent pattern over the last 5 years of approving such developments, please provide a table with the following information: project address/name, number of units, action taken (approve, deny, withdrawn, appealed) and date of final board decision. If there are questions about these projects program staff may follow up for additional information.

11.d. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.d. Narrative  MSHD (adopted 2019) allows some by-right mixed use redevelopment

*Provide additional narrative here for question 11.d.*

11.e. Allow Accessory Dwelling Units

Have zoning that allows for Accessory Dwelling units (ADUs) by right (or can demonstrate a consistent pattern over the last 5 years of approving ADUs)

**11.e. Instructions.** Provide a copy of the section in your current zoning ordinance or by-law that allows ADUs by right. If you believe your community has demonstrated a consistent pattern over the last 5 years of approving ADUs, please provide a table with the following information: project address/name, number of units, action taken (approve, deny, withdrawn, appealed) and date of final board decision. If there are questions about these projects program staff may follow up for additional information.

11.e. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.e. Narrative

*Provide additional narrative here for question 11.e*

11.f. Designated local resources for housing [Affordable Category]

Designated local resources for housing such as establish an Affordable housing Trust, donated land, or spent substantial Community Preservation Act (CPA) funds for community housing over the last 5 years.

**11.f. Instructions:** Provide a narrative description of designated local resources and upload documentation including but not limited to (1) meeting minutes from meetings of Board of Selectmen, Town Meeting or Affordable Housing Trust board awarding funding, designating CPA funds for Community Housing projects and a list of funds spent for community housing projects including number of units produced if applicable, (2) copy of deed conveying property for nominal value, or for reduced value if accompanied by evidence of value or approving conveyance of land for nominal or reduced value; (3) award letter or other documentation of funding award, or (4) copy of Affordable Housing Trust charter.

11.f. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.f. Narrative

*Provide additional narrative here for question 11.f*

11.g. Reduction in Parking requirements for Multi-Family units

Have reduced parking requirement(s) for Multi-Family units within the last 5 years, or require no more than 1 parking space per unit for multifamily units.

**11.g. Instructions.** Provide a copy of the section of your current zoning ordinance or by-law that demonstrates no more than one (1) parking space per unit for multi-family developments and/or describe the reduction in parking requirements that occurred within the last 5 years.

11.g. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

MSHD (2019) reduces multi-family parking to 1 space per unit (for senior housing/cottages) and 1.23 spaces per unit (for low- mid-rise MF housing). Medfield does not have public transportation so the MSHD also encourages shared parking for mix-uses.

11.g. Narrative

*Provide additional narrative here for question 11.g*

11.h. Training for Land Use Board Members

Board members received training in the last 5 years

*Requires evidence that a MAJORITY of a Board received training*

**11.h. Instructions.** Provide evidence of education and training for a majority of members on a land use board (Planning Board, Zoning Board of Appeals, Select Board and/or City Council) from Citizens Planner Training Collaborative (CPTC), Massachusetts Housing Partnership's (MHP's) Housing Institute or Urban Land Institute's (ULI's) Urban Plan Public Leadership Institute over the last 5 years. Comparable training will be evaluated on a case by case basis.

11.h. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.h. Narrative  PB & ZBA members attend CPTC and 40B trainings

*Provide additional narrative here for question 11.h*

11.i. Achieved 10% or greater in your Subsidized Housing Inventory (SHI) [Affordable Category].

Have units currently eligible for inclusion in the Subsidized Housing Inventory (SHI) that equal or exceed 10% of total year-round housing stock, according to the DHCD subsidized housing inventory

*NEW FOR 2020 DESIGNATION: SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards your community's SHI totals.*

**11.i. Instructions.** Provide a copy of most recently published SHI for your community. If you believe there are additional units eligible for inclusion on the SHI, but not reflected on the SHI, documentation of those units must meet the standards applied by DHCD under its regulations and guidelines in determining whether units are SHI-eligible. **NEW FOR 2020**

**DESIGNATION:** SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards your community's SHI totals.

11.i. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.i. Narrative

*Provide additional narrative here for question 11.i.*

11.j. Have increased your community's SHI by at least 2.5% points in the last 5 years [Affordable Category]

Have increased units currently eligible for inclusion in the Subsidized Housing Inventory (SHI) by at least 2.5%, according to the DHCD subsidized housing inventory

*NEW FOR 2020 DESIGNATION: SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards your community's SHI totals.*

**11.j. Instructions.** Provide a copy of most recently published SHI for your community showing at least a 2.5% increase over the last 5 years. If you believe there are additional units eligible for inclusion on the SHI, but not reflected on the SHI, documentation of those units must meet the standards applied by DHCD under its regulations and guidelines in determining whether units are SHI-eligible. **NEW FOR 2020 DESIGNATION:** SHI units that are added after Housing Appeals Court (HAC) overturned a local denial or overturned local conditions will NOT COUNT towards this best practice.

11.j. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.j. Narrative

*Provide additional narrative here for question 11.j.*

11.k. Community Compact with Housing Best Practice

Have applied for (or received) a Community Compact with a housing best practice

**11.k. Instructions.** Provide a copy of Community Compact application/award showing the Housing Best Practice. Here is the web page for the Community Compact Cabinet: <https://www.mass.gov/orgs/community-compact-cabinet>

11.k. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.k. Narrative

*Provide additional narrative here for question 11.k.*

11.l. Participate in Housing related incentive programs [Affordable Category]

Participate in the Housing Development Incentive Program, have adopted an Urban Center Housing Tax Increment Financing district, approved District Improvement Financing (DIF) related to housing, have adopted an Urban Renewal Plan that includes a significant Housing element

**11.l. Instructions.** If you are participating in the HDIP program, provide a copy of a DHCD-approved Housing Development Tax Increment Exemption Agreement, together with copies of any award letters for state Housing Development Tax Credits for specific projects. If you have adopted an UCH-TIF district, provide a copy of your DHCD-approved urban center housing tax increment financing plan, together with copies of any approved UCH-TIF agreements. For Urban Renewal Plans, submit evidence of substantial housing element(s) in the plan.

11.l. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.l. Narrative

*Provide additional narrative here for question 11.l*

11.m. Have adopted local option property tax mechanisms that promote housing [Affordable Category]

Have adopted local option property tax relief programs either as provided for by statute (MGL c. 59 section 5) or through a home rule petition

**11.m. Instructions.** Provide a copy of local bylaw or ordinance establishing the tax relief program.

11.m. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.m. Narrative

*Provide additional narrative here for question 11.m*

11.n. Certified Housing Production Plan

Have a CERTIFIED Housing Production Plan which means that you have an DHCD approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in year round housing units

**11.n. Instructions.** There is a difference between a CERTIFIED Housing Production Plan (HPP) and one that has been APPROVED by DHCD. A certified HPP which means that you have an DHCD approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in your year round housing units (see <https://www.mass.gov/service-details/chapter-40-b-housing-production-plan> for more information). Provide a copy of your current Housing Production Plan and the DHCD certification letter.

11.n. Upload file here

*NOTE: For 3%/300 cities and towns, if you choose this Best Practices you MUST submit documentation here*

11.n. Narrative

*Provide additional narrative here for question 11.n*

12. Use the space below to provide additional details about your community's Best Practices

*Provide additional narrative here if needed*

Medfield has been successful in implementing its HPP by partnering with the local development community. We sought developers who had land, experience, capacity, and capital to quickly kickstart small-scale affordable housing developments throughout Medfield.

### Certification and Signatures

The Housing Choice application for Designation requires the signatures of both the Local Building Official and the Chief Executive Officer (Mayor, Board of Selectmen Chair or City/Town Manager). Please print this page, get signatures, scan and upload the signed pages below.

#### 13. Certification by local building official

By signing below, I certify that the building permit data for additional year-round housing units over the last 5 years is true and accurate. The data includes **only additional year-round housing units**, where demolished units were replaced 1:1 the new building permits are not included (or if permits for units replacing tear downs cannot be excluded from other additional unit permits, then demolition data is being provided); and conversions of commercial property to housing are included (such as mill conversions).

Gary Sign

x

---

Sign on the line above, enter name and title below

13.a. Local Building Official Name\*

Gary First Name\*

Pelletier Last Name\*

13.b. Local Building Official Email\* gpelletier@medfield.net

The Housing Choice application for Designation requires the signatures of both the Local Building Official and the Chief Executive Officer (Mayor, Board of Selectmen Chair or City/Town Manager). Please print this page, get signatures, scan and upload the signed pages below.

#### 14. Certification by Chief Executive Officer

Gus Sign

x

---

Sign on the line above, enter name and title below

14.a. City/Town Chief Executive Officer Name\*

First Name\*

Last Name\*

14.b. City/Town Chief Executive Officer Email\* [gmurby1651@gmail.com](mailto:gmurby1651@gmail.com)

14.c. City/Town Chief Executive Officer Mailing Address\*

Address Line 1

Address Line 2

City

State

ZIP Code

15. Upload Signature Page (s) here

*Please print this page, get required signatures and upload the file here*



**COMMONWEALTH**  
ELECTRICAL TECHNOLOGIES

Prepared an Energy Conservation Proposal for:

## **Town of Medfield - DPW**

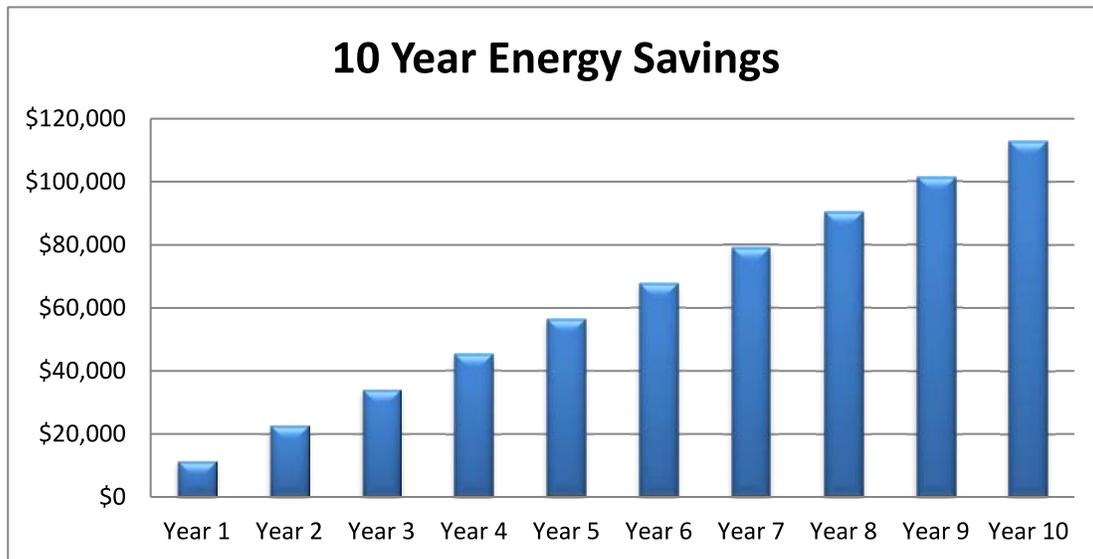
55 North Meadows Road  
Medfield, MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COMELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$22,500.00	\$22,500.00	\$0.00	0%	\$2,322	0.0	\$8,463.89
Smart Power Strips	\$812.00	\$812.00	\$0.00	0%		0.0	\$497.25
<b>Total</b>	<b>\$23,312.00</b>	<b>\$23,312.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$2,322</b>	<b>0.0</b>	<b>\$8,961.14</b>



<b>KWH SAVINGS</b>
<b>52,713</b>

Monthly Cost of Delay

**\$940.26**

## Environmental Impact

CET has become an industry leader in assisting our customers reduce energy costs, while at the same time improving the HVAC controls and lighting quality. Reducing energy consumption is the the easiest, most cost-effective way to reduce the emissions of greenhouse gases. CET is currently an energy efficiency solutions provider for Eversource and a National Grid Project Expediter.

The following environmental calculations are based on our energy conservation proposal.

ENVIRONMENTAL IMPACT	
KWH Saved	49,787
CO2 EMISSIONS REDUCED (LBS)	69,702
N2O EMISSIONS REDUCED (LBS)	0.18
NH4 EMISSIONS REDUCED (LBS)	0.35
EQUIVALENT SAVINGS	
Cars Removed from the Road	6.0
Homes Removed	4.3
Computers Removed	49.8
# of trees saved	67.2
Acres of forest preserved	0.20

Environmental Summary	
NOX	SO2
69.7	199.1

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## Qualifications/Clarifications

This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, Inc.

- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
- Savings estimates are based on an average annual electricity rate of \$0.17 /kwh
- Lamp & Ballast disposal is included.
- Utility charges
- Electrical Permit fees are included
- Proposal Valid for 60 days
- Warranty is one year for labor & manufacturer's warranty on materials.
- Fixtures listed in the Line by Line Analysis only, are included in the scope of work
- Materials restocking fee of 20% on any project cancellations after (5) days of signature date.

Not included in this proposal:

- Emergency Ballasts
- Prevailing Wage labor rates
- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

## About Commonwealth Electrical Technologies, Inc.

CET is full service electrical contractor and energy services company. We have over 160 employees. CET offers turnkey energy efficiency and renewable energy solutions.

CET has a broad knowledge and strong experience in all aspects of the electrical field. Our electricians are fully versed in new electrical construction, design-build applications, ground and roof-top photovoltaic systems, renovations, tenant fit-ups, lighting systems design-installation, energy management systems, motor controls, and fire alarm systems, as well as general electrical service and maintenance. Our project management and estimating departments are involved throughout the duration of all projects to make sure the client receives a completed project on time and within budget.

The energy division provides auditing, design, engineering, and implementation services. We also work with the utility sponsored incentive programs to assist our clients in maximizing their project's return on investment.

**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings	
	Fixture Type	Location	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWh	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWh	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
1	T8	FRONT ENTRANCE	2x4 Prismatic, (2) 4' Lamps, 32w T8, electronic ballast	1	2,800	60	168	2x4 Evo Kit 31 watts	1	2,800	31	87		0	0.03	81
2	T1	MAIN HALL	2x2 Prismatic, (3) Lamps, F17 T8, 17w elec ballast	8	2,800	53	1,187	2x2 Evo Kit 17 watts	8	2,800	17	381		0	0.29	806
3	T9	COMPUTER ROOM	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,800	88	493	2x4 Evo Kit 31 watts	2	2,800	31	174		0	0.11	319
4	T9	HIGHWAY OFFICE	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	4	2,800	88	986	2x4 Evo Kit 31 watts	4	2,800	31	347		0	0.23	638
5	T9	WATER OFFICE	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	4	2,800	88	986	2x4 Evo Kit 31 watts	4	2,800	31	347		0	0.23	638
6	W5	UNISEX BATH	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38
7	T9	TRAINING ROOM	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	3	2,800	88	739	2x4 Evo Kit 31 watts	3	2,800	31	260		0	0.17	479
8	T9	DIRECTOR OF PUBLIC WORKS	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,800	88	493	2x4 Evo Kit 31 watts	2	2,800	31	174		0	0.11	319
9	W5	MECHANICAL ROOM	4' Wrap, 2 Lamp, 32w T8, electronic ballast	5	2,800	60	840	Relamp Only 4' 2L, 10w LED, Type A	5	2,800	22	308		0	0.19	532
10	W5	HALLWAY	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	2,800	60	168	Relamp Only 4' 2L, 10w LED, Type A	1	2,800	22	62		0	0.04	106
11	T9	HALLWAY	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	5	2,800	88	1,232	2x4 Evo Kit 31 watts	5	2,800	31	434		0	0.29	798
12	T1	HALLWAY	2x2 Prismatic, (3) Lamps, F17 T8, 17w elec ballast	1	2,800	53	148	2x2 Evo Kit 17 watts	1	2,800	17	48		0	0.04	101
13	T9	COAT CLOSET	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,000	88	88	2x4 Evo Kit 31 watts	1	1,000	31	31		0	0.06	57
14	W5	ELECTRICAL ROOM	4' Wrap, 2 Lamp, 32w T8, electronic ballast	2	1,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	2	1,000	22	44		0	0.08	76
15	D11	SIDE ENTRANCE	6" Recessed Can 26w CFL Plug-in	4	2,000	28	224	LED 5w 4-Pin Vertical Plug-In	4	2,000	6	48		0	0.09	176
16	T9	HALLWAY	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	2,000	88	176	2x4 Evo Kit 31 watts	1	2,000	31	62		0	0.06	114
17	T9	CREW ROOM	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	8	2,000	88	1,408	2x4 Evo Kit 31 watts	8	2,000	31	496		0	0.46	912
18	T9	MENS LOCKER ROOM	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,800	88	158	2x4 Evo Kit 31 watts	1	1,800	31	56		0	0.06	103
19	T8	MENS LOCKER ROOM	2x4 Prismatic, (2) 4' Lamps, 32w T8, electronic ballast	5	1,800	60	540	2x4 Evo Kit 31 watts	5	1,800	31	279		0	0.15	261
20	3S4	MENS LOCKER ROOM	3' Strip, 1 Lamp, 25w F25 T8, electronic ballast	2	1,800	24	86	Relamp Only 3' 1L 12w LED, Type A	2	1,800	13	47		0	0.02	40
21	D11	MENS LOCKER ROOM	6" Recessed Can 26w CFL Plug-in	2	1,800	28	101	LED 5w 4-Pin Vertical Plug-In	2	1,800	6	22		0	0.04	79
22	T8	WOMENS LOCKER ROOM	2x4 Prismatic, (2) 4' Lamps, 32w T8, electronic ballast	3	1,800	60	324	2x4 Evo Kit 31 watts	3	1,800	31	167		0	0.09	157
23	4S9	WOMENS LOCKER ROOM	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,800	60	108	Relamp Only 4' 1L, 10w LED, Type A	1	1,800	11	20		0	0.05	88
24	D11	WOMENS LOCKER ROOM	6" Recessed Can 26w CFL Plug-in	1	1,800	28	50	LED 5w 4-Pin Vertical Plug-In	1	1,800	6	11		0	0.02	40
25	T9	CEMETERY OFFICE	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,000	88	352	2x4 Evo Kit 31 watts	2	2,000	31	124		0	0.11	228
26	T9	HIGHWAY SUPERVISOR	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,000	88	352	2x4 Evo Kit 31 watts	2	2,000	31	124		0	0.11	228

Location		Existing Fixture Type						Proposed Fixture Type						Occupancy Sensors		Savings	
Line Item	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved	
27	GARAGE 1	HB6	Hi Bay, 2L 54w T5 HO	118	2,200	117	30,373	Relamp Only T5 4' 2L, 25w LED, Type A	118	2,200	52	13,499		0	7.67	16,874	
28	GARAGE 2	HB6	Hi Bay, 2L 54w T5 HO	30	2,200	117	7,722	Relamp Only T5 4' 2L, 25w LED, Type A	30	2,200	52	3,432		0	1.95	4,290	
29	GARAGE 2	4V1	4' Vaportight, 2 Lamp, 32w T8, electronic ballast	20	2,200	60	2,640	Relamp Only 4' 2L, 10w LED, Type A	20	2,200	22	968		0	0.76	1,672	
30	GARAGE 3	HB6	Hi Bay, 2L 54w T5 HO	115	2,200	117	29,601	Relamp Only T5 4' 2L, 25w LED, Type A	115	2,200	52	13,156		0	7.48	16,445	
31	WATER ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	8	1,000	60	480	Relamp Only 4' 1L, 10w LED, Type A	8	1,000	11	88		0	0.39	392	
32	STORAGE ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	4	1,000	60	240	Relamp Only 4' 1L, 10w LED, Type A	4	1,000	11	44		0	0.20	196	
33	STORAGE ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	8	1,000	60	480	Relamp Only 4' 1L, 10w LED, Type A	8	1,000	11	88		0	0.39	392	
34	MECHANICS OFFICE	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	4	2,000	60	480	Relamp Only 4' 1L, 10w LED, Type A	4	2,000	11	88		0	0.20	392	
35	SALT BARN	M7	250w Metal Halide	8	1,000	295	2,360	LED CORN COB, 80w	8	1,000	80	640		0	1.72	1,720	
<b>TOTALS</b>				<b>387</b>		<b>2,696</b>	<b>85,964</b>		<b>387</b>		<b>931</b>	<b>36,176</b>		<b>0</b>	<b>23.90</b>	<b>49,788</b>	

## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield - DPW ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Provide (25 Smart Power Strips)
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

SBEA EVERSOURCE MA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John J. Duquette

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**COMMONWEALTH**  
ELECTRICAL TECHNOLOGIES

Prepared an Energy Conservation Proposal for:

## **Town of Medfield - Library**

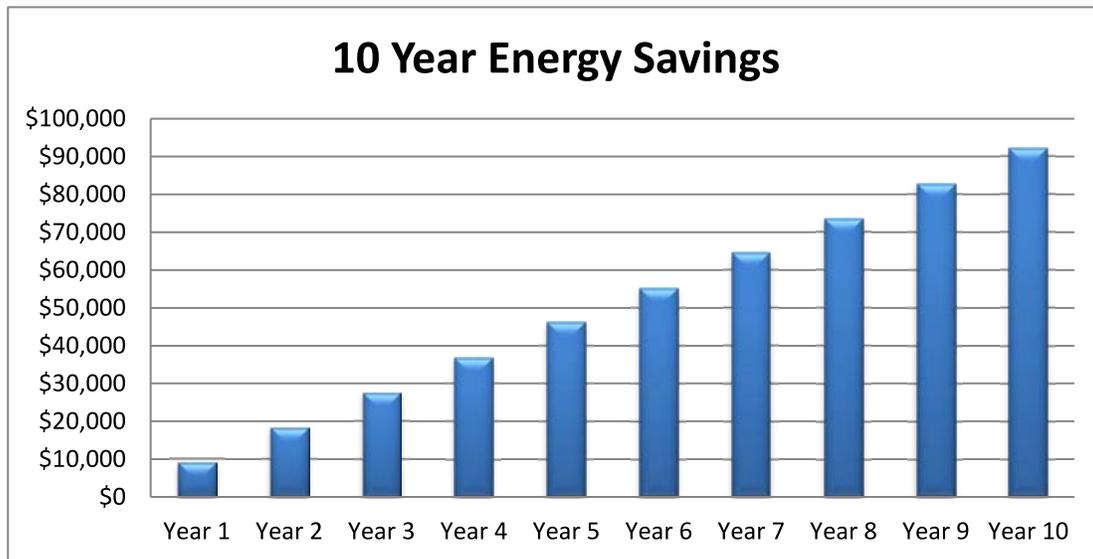
468 Main Street  
Medfield, MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COMELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$17,587.12	\$17,587.12	\$0.00	100%	\$1,842	0.0	\$6,866.56
Smart Power Strips	\$812.50	\$812.50	\$0.00	100%		0.0	\$497.25
<b>Total</b>	<b>\$18,424.62</b>	<b>\$18,424.62</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$1,842</b>	<b>0.0</b>	<b>\$7,363.81</b>



<b>KWH SAVINGS</b>
<b>43,317</b>

Monthly Cost of Delay

**\$767.15**

## Environmental Impact

CET has become an industry leader in assisting our customers reduce energy costs, while at the same time improving the HVAC controls and lighting quality. Reducing energy consumption is the the easiest, most cost-effective way to reduce the emissions of greenhouse gases. CET is currently an energy efficiency solutions provider for Eversource and a National Grid Project Expediter.

The following environmental calculations are based on our energy conservation proposal.

ENVIRONMENTAL IMPACT	
KWH Saved	40,391
CO2 EMISSIONS REDUCED (LBS)	56,547
N2O EMISSIONS REDUCED (LBS)	0.15
NH4 EMISSIONS REDUCED (LBS)	0.28
EQUIVALENT SAVINGS	
Cars Removed from the Road	4.9
Homes Removed	3.5
Computers Removed	40.4
# of trees saved	54.5
Acres of forest preserved	0.16

Environmental Summary	
NOX	SO2
56.5	161.6

---

## Qualifications/Clarifications

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- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
- Savings estimates are based on an average annual electricity rate of \$0.17 /kwh
- Lamp & Ballast disposal is included.
- Utility charges
- Electrical Permit fees are included
- Proposal Valid for 60 days
- Warranty is one year for labor & manufacturer's warranty on materials.
- Fixtures listed in the Line by Line Analysis only, are included in the scope of work
- Materials restocking fee of 20% on any project cancellations after (5) days of signature date.

Not included in this proposal:

- Emergency Ballasts
- Prevailing Wage labor rates
- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

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**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings	
	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
1	OPEN BOOK AREA	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	51	3,500	60	10,710	1X4 Flat Panel 20 watts	51	3,500	20	3,570		0	2.04	7,140
2	RESTROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	2,000	88	176	2x4 Flat Panel, 26w	1	2,000	26	52		0	0.06	124
3	CUSTODIAN	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,000	88	88	2x4 Flat Panel, 26w	1	1,000	26	26		0	0.06	62
4	STORAGE ATTIC	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	3	1,000	60	180	Relamp Only 4' 2L, 10w LED, Type A	3	1,000	22	66		0	0.11	114
5	2ND FLOOR	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	6	3,500	36	756	LED 5w 4-Pin Vertical Plug-In	6	3,500	6	126		0	0.18	630
6	3RD FLOOR	D10	6" Recessed Can 18w (2) CFL Plug-in	20	3,500	40	2,800	LED 5w 4-Pin Vertical Plug-In (2L)	20	3,500	12	840		0	0.56	1,960
7	RESTROOM	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	1	2,000	60	120	1X4 Flat Panel 20 watts	1	2,000	20	40		0	0.04	80
8	FAMILY RESTROOM	TBX	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	1	2,000	60	120	1X4 Flat Panel 20 watts	1	2,000	20	40		0	0.04	80
9	KIDS ROOM	4S10	4' Strip, 3 Lamp, 32w F32 T8, electronic ballast	6	3,500	88	1,848	Relamp Only 4' 3L, 10w LED, Type A	6	3,500	33	693		0	0.33	1,155
10	KIDS ROOM CLOSET	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38
11	3RD FLOOR CHILDRENS ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,500	88	616	2x4 Flat Panel, 26w	2	3,500	26	182		0	0.12	434
12	STAIRS	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	2	3,500	60	420	Relamp Only 4' 2L, 10w LED, Type A	2	3,500	22	154		0	0.08	266
13	1ST FLOOR	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	27	3,500	36	3,402	LED 5w 4-Pin Vertical Plug-In	27	3,500	6	567		0	0.81	2,835
14	BIG DECORATIVE BOWLS	CF28	42w, (1) Lamp, CFL, 4-Pin, Plug-in	24	3,500	48	4,032	Do Nothing with Fixture	24	3,500	48	4,032		0	0.00	0
15	BIG DECORATIVE BOWLS	CF28	42w, (1) Lamp, CFL, 4-Pin, Plug-in	12	3,500	48	2,016	Do Nothing with Fixture	12	3,500	48	2,016		0	0.00	0
16	MAIN HALLWAY	A3	60w Inc, A19	32	3,500	60	6,720	6 watt LED, A19	32	3,500	6	672		0	1.73	6,048
17	STAFF AREA	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	10	3,500	88	3,080	2x4 Flat Panel, 26w	10	3,500	26	910		0	0.62	2,170
18	OVER FRONT DESK	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	1	3,500	60	210	1X4 Flat Panel 20 watts	1	3,500	20	70		0	0.04	140
19	MAIN FLOOR COVE LIGHTING	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	20	3,500	60	4,200	Relamp Only 4' 2L, 10w LED, Type A	20	3,500	22	1,540		0	0.76	2,660
20	STAIRS	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	9	3,500	36	1,134	LED 5w 4-Pin Vertical Plug-In	9	3,500	6	189		0	0.27	945
21	INFORMATION DESK	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	2	3,500	60	420	1X4 Flat Panel 20 watts	2	3,500	20	140		0	0.08	280

**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings	
	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWh	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWh	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
22	STUDYROOM 2	8S9	8' Strip, (2) 8' Lamp, F096T8, 59w, electronic ballast	1	3,500	109	382	8' Strip 46w LLP	1	3,500	46	161		0	0.06	221
23	BASEMENT	P2	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	11	3,500	60	2,310	2x2 Flat Panel, 20w	11	3,500	20	770		0	0.44	1,540
24	STUDYROOM 1	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,500	60	90	Relamp Only 4' 2L, 10w LED, Type A	1	1,500	22	33		0	0.04	57
25	CONFERENCE ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,500	88	616	2x4 Flat Panel, 26w	2	3,500	26	182		0	0.12	434
26	ADULT SERVICES	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,500	88	308	2x4 Flat Panel, 26w	1	3,500	26	91		0	0.06	217
27	ELEVATOR ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38
28	EQUIPMENT	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	2	1,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	2	1,000	22	44		0	0.08	76
29	LIBRARY STAFF	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	6	3,500	88	1,848	2x4 Flat Panel, 26w	6	3,500	26	546		0	0.37	1,302
30	MEETING ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	6	3,000	88	1,584	2x4 Flat Panel, 26w	6	3,000	26	468		0	0.37	1,116
31	MEETING ROOM	D6	6" Recessed Can 65w Flood Inc.	4	3,500	65	910	LED 5"/6" Recessed Can, 9w	4	3,500	9	126		0	0.22	784
32	MEETING ROOM CLOSET	2S3	2' Strip, 2 Lamp, 17w F17 T8, electronic ballast	1	1,000	37	37	Relamp Only 2' 2L 8w LED, Type A	1	1,000	18	18		0	0.02	19
33	MEETING ROOM CLOSET	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38
34	FRIENDS ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,500	88	924	2x4 Flat Panel, 26w	3	3,500	26	273		0	0.19	651
35	CUSTODIAN	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	2	1,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	2	1,000	22	44		0	0.08	76
36	RESTROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,500	88	440	2x4 Flat Panel, 26w	2	2,500	26	130		0	0.12	310
37	BASEMENT HALL	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic ballast	7	3,500	60	1,470	1X4 Flat Panel 20 watts	7	3,500	20	490		0	0.28	980
38	TEEN LIBRARIAN	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,500	88	308	2x4 Flat Panel, 26w	1	3,500	26	91		0	0.06	217
39	STUDEY 3	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,500	88	308	2x4 Flat Panel, 26w	1	3,500	26	91		0	0.06	217
40	STORAGE ATTIC	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	3	1,000	60	180	Relamp Only 4' 2L, 10w LED, Type A	3	1,000	22	66		0	0.11	114
41	BOILER ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	3	1,000	60	180	Relamp Only 4' 2L, 10w LED, Type A	3	1,000	22	66		0	0.11	114
42	MAIL ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	2,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	1	2,000	22	44		0	0.04	76

Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings		
Line Item	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
43	FRONT ENTRANCE	A3	60w Inc, A19	4	3,500	60	840	6 watt LED, A19	4	3,500	6	84		0	0.22	756
44	FRONT ENTRANCE	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	4	3,500	36	504	LED 5w 4-Pin Vertical Plug-In	4	3,500	6	84		0	0.12	420
45	BACK OF BUILDING	M10	400w Metal Halide	2	3,500	455	3,185	Wallpack, 80w LED	2	3,500	80	560		0	0.75	2,625
46	BACK EXIT	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	1	3,500	36	126	LED 5w 4-Pin Vertical Plug-In	1	3,500	6	21		0	0.03	105
47	SIDE STAIRS	A3	60w Inc, A19	1	3,500	60	210	6 watt LED, A19	1	3,500	6	21		0	0.05	189
48	OLD MAIN ENTRANCE	A3	60w Inc, A19	1	3,500	60	210	6 watt LED, A19	1	3,500	6	21		0	0.05	189
49	SIGN LIGHT	M1	50w Metal Halide	2	3,500	65	455	Flood, 15w LED-Knuckle Mt	2	3,500	15	105		0	0.10	350
		<b>TOTALS</b>		<b>307</b>		<b>3,571</b>	<b>61,013</b>		<b>307</b>		<b>1079</b>	<b>20,621</b>		<b>0</b>	<b>12.22</b>	<b>40,392</b>

## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield - Library ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Provide (25 Smart Power Strips)
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

SBEA EVERSOURCE MA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John J. Duquette

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**COMMONWEALTH**  
*ELECTRICAL TECHNOLOGIES*

Prepared an Energy Conservation Proposal for:

## **Town of Medfield Senior Center**

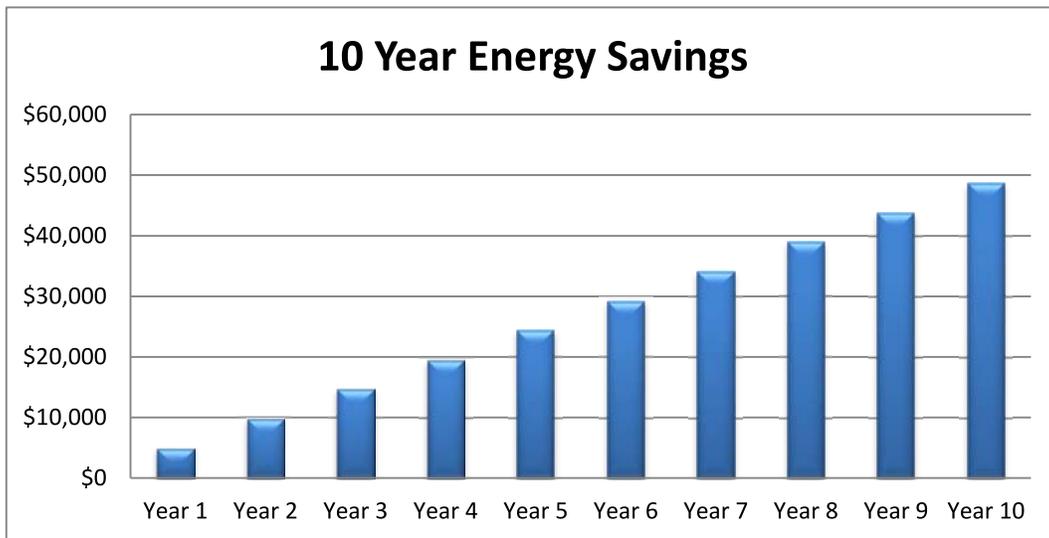
1 Ice House Road  
Medfield , MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COM ELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$16,500.00	\$16,500.00	\$0.00	0%	\$816	0.0	\$4,044.05
<b>Total</b>	<b>\$16,500.00</b>	<b>\$16,500.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$816</b>	<b>0.0</b>	<b>\$4,044.05</b>



<b>KWH SAVINGS</b>
<b>23,789</b>

Monthly Cost of Delay

**\$405.00**

## Environmental Impact

CET has become an industry leader in assisting our customers reduce energy costs, while at the same time improving the HVAC controls and lighting quality. Reducing energy consumption is the the easiest, most cost-effective way to reduce the emissions of greenhouse gases. CET is currently an energy efficiency solutions provider for Eversource and a National Grid Project Expediter.

The following environmental calculations are based on our energy conservation proposal.

ENERGY SAVINGS ESTIMATE		
ENERGY	KWH	KW
EXISTING	32,780	10.2
PROPOSED	8,992	2.9
SAVED	23,788	7.3

ENVIRONMENTAL IMPACT	
KWH Saved	23,788
CO2 EMISSIONS REDUCED (LBS)	33,303
N2O EMISSIONS REDUCED (LBS)	0.09
NH4 EMISSIONS REDUCED (LBS)	0.17
EQUIVALENT SAVINGS	
Cars Removed from the Road	2.9
Homes Removed	2.1
Computers Removed	23.8
# of trees saved	32.1
Acres of forest preserved	0.10

Environmental Summary	
NOX	SO2
33.3	95.2

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## Qualifications/Clarifications

This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, Inc.

- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
- Savings estimates are based on an average annual electricity rate of \$0.17 /kwh
- Lamp & Ballast disposal is included.
- Utility charges
- Electrical Permit fees are included
- Proposal Valid for 60 days
- Warranty is one year for labor & manufacturer's warranty on materials.
- Fixtures listed in the Line by Line Analysis only, are included in the scope of work
- Materials restocking fee of 20% on any project cancellations after (5) days of signature date.

Not included in this proposal:

- Emergency Ballasts
- Prevailing Wage labor rates
- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

## About Commonwealth Electrical Technologies, Inc.

CET is full service electrical contractor and energy services company. We have over 160 employees. CET offers turnkey energy efficiency and renewable energy solutions.

CET has a broad knowledge and strong experience in all aspects of the electrical field. Our electricians are fully versed in new electrical construction, design-build applications, ground and roof-top photovoltaic systems, renovations, tenant fit-ups, lighting systems design-installation, energy management systems, motor controls, and fire alarm systems, as well as general electrical service and maintenance. Our project management and estimating departments are involved throughout the duration of all projects to make sure the client receives a completed project on time and within budget.

The energy division provides auditing, design, engineering, and implementation services. We also work with the utility sponsored incentive programs to assist our clients in maximizing their project's return on investment.

Line Item		Location		Existing Fixture Type							Proposed Fixture Type							Occupancy Sensors			Savings	
				Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWh	Proposed fixture	Fixt Qty	Proposed Hours	Watts	kWh	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved				
1	PARKING LOT	M7	250w Metal Halide	9	3,500	295	9,293	AAL Decorative Post Top 50w	9	3,500	50	1,575		0	2.21	7,718						
2	MULTIPURPOSE ROOM A STORAGE	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,000	88	528	2x4 Flat Panel, 26w SYLVANIA	2	3,000	26	156		0	0.12	372						
3	MULTIPURPOSE ROOM A DECORATIVE BOWLS	P57	Biax Lamps, 1 Lamp, 50w	12	3,000	54	1,944	16" 1L, LED BIAx, 2G11 16.5w, Type A	12	3,000	17	612		0	0.44	1,332						
4	MULTIPURPOSE ROOM A SCONCE	CF19	13w (2) CFL, 2-Pin, Plug-in	2	3,000	30	180	LED 9w 2-Pin Vertical Plug-In (2L)	2	3,000	20	120		0	0.02	60						
5	SPRINKLER ROOM	P13X	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	500	88	44	2x4 Flat Panel, 26w SYLVANIA	1	500	26	13		0	0.06	31						
6	MAIN HALL SCONCES	CF19	13w (2) CFL, 2-Pin, Plug-in	8	4,000	30	960	LED 9w 2-Pin Vertical Plug-In (2L)	8	4,000	20	640		0	0.08	320						
7	MULTIPURPOSE ROOM B	CF19	13w (2) CFL, 2-Pin, Plug-in	5	3,000	30	450	LED 9w 2-Pin Vertical Plug-In (2L)	5	3,000	20	300		0	0.05	150						
8	MULTIPURPOSE ROOM B DECORATIVE BOWLS	P57	Biax Lamps, 1 Lamp, 50w	18	3,000	54	2,916	16" 1L, LED BIAx, 2G11 16.5w, Type A	18	3,000	17	918		0	0.67	1,998						
9	KITCHEN OFFICE	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,500	88	308	2x4 Flat Panel, 26w SYLVANIA	1	3,500	26	91		0	0.06	217						
10	KITCHEN	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	6	3,500	88	1,848	2x4 Flat Panel, 26w SYLVANIA	6	3,500	26	546		0	0.37	1,302						
11	MAIN OFFICES/FRONT DESK	P2	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	7	3,500	60	1,470	2x2 Flat Panel, 20w SYLVANIA	7	3,500	20	490		0	0.28	980						
12	MAIN OFFICES/FRONT DESK	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	6	3,500	88	1,848	2x4 Flat Panel, 26w SYLVANIA	6	3,500	26	546		0	0.37	1,302						
13	COPY ROOM	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	2,000	88	176	2x4 Flat Panel, 26w SYLVANIA	1	2,000	26	52		0	0.06	124						
14	LIBRARY	P2	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	4	3,000	60	720	2x2 Flat Panel, 20w SYLVANIA	4	3,000	20	240		0	0.16	480						
15	LIBRARY	H10	50w Halogen, Par 20	3	3,000	50	450	LED Par 20, 8 Watt	3	3,000	8	72		0	0.13	378						
16	HALL OUTSIDE OF BATHROOM	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	4,000	88	352	2x4 Flat Panel, 26w SYLVANIA	1	4,000	26	104		0	0.06	248						
17	MEN'S ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,000	88	792	2x4 Flat Panel, 26w SYLVANIA	3	3,000	26	234		0	0.19	558						
18	WOMEN'S ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,000	88	792	2x4 Flat Panel, 26w SYLVANIA	3	3,000	26	234		0	0.19	558						
19	MENS/WOMENS ROOM	P2	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	1	3,000	60	180	2x2 Flat Panel, 20w SYLVANIA	1	3,000	20	60		0	0.04	120						
20	HEALTH OFFICE	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,000	88	264	2x4 Flat Panel, 26w SYLVANIA	1	3,000	26	78		0	0.06	186						
21	JANITOR'S ROOM	4S8	4' Strip, 1 Lamp, 32w F32 T8, electronic ballast	9	1,000	30	270	Relamp Only 4' 1L, 10w LED, Type A	9	1,000	11	99		0	0.17	171						

Location		Existing Fixture Type						Proposed Fixture Type						Occupancy Sensors			Savings	
Line Item	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved		
22	CLASSROOM	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,000	88	792	2x4 Flat Panel, 26w Sylvania	3	3,000	26	234		0	0.19	558		
23	ACTIVITY ROOM	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	7	3,000	88	1,848	2x4 Flat Panel, 26w Sylvania	7	3,000	26	546		0	0.43	1,302		
24	CRAFT ROOM	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	9	3,000	88	2,376	2x4 Flat Panel, 26w Sylvania	9	3,000	26	702		0	0.56	1,674		
25	EXTERIOR CANOPY	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	2	3,500	36	252	LED 5w 4-Pin Vertical Plug-In	2	3,500	6	42		0	0.06	210		
26	MAIN HALL DECORATIVE BOWLS	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	12	4,000	36	1,728	LED 5w 4-Pin Vertical Plug-In	12	4,000	6	288		0	0.36	1,440		
		<b>TOTALS</b>		<b>136</b>		<b>1,969</b>	<b>32,781</b>		<b>136</b>		<b>573</b>	<b>8,992</b>		<b>0</b>	<b>7.39</b>	<b>23,789</b>		

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## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield Senior Center ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

SBEA EVERSOURCE MA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John J. Duquette

Title: \_\_\_\_\_

Title: VP & General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**COMMONWEALTH**  
*ELECTRICAL TECHNOLOGIES*

Prepared an Energy Conservation Proposal for:

## **Town of Medfield - Recreation Center**

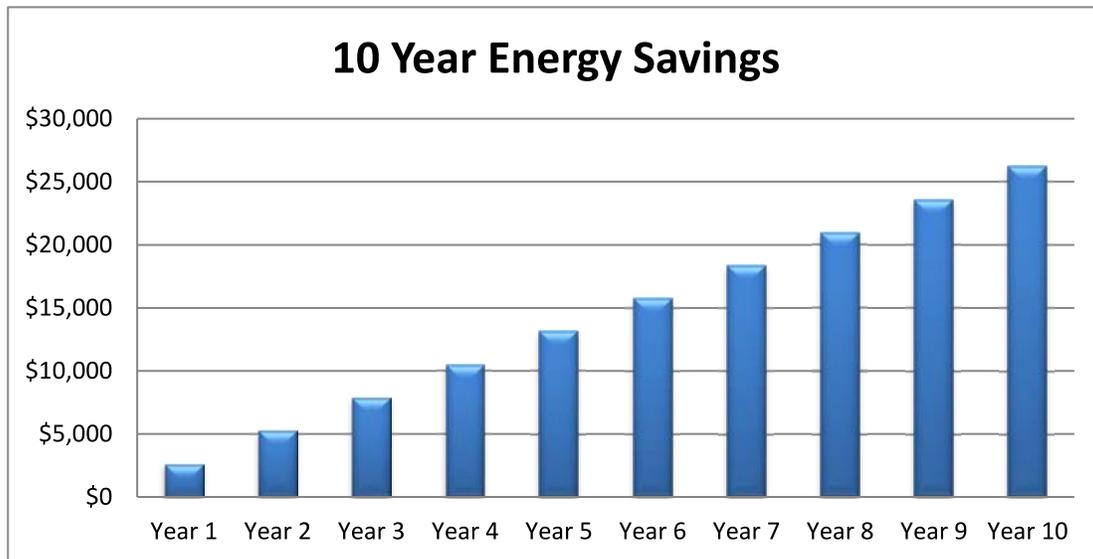
124 North Street  
Medfield, MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COMELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$7,050.00	\$7,050.00	\$0.00	0%	\$300	0.0	\$2,122.54
Smart Power Strips	\$325.00	\$325.00	\$0.00	0%		0.0	\$198.90
<b>Total</b>	<b>\$7,375.00</b>	<b>\$7,375.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$300</b>	<b>0.0</b>	<b>\$2,321.44</b>



<b>KWH SAVINGS</b>
<b>13,656</b>

## Environmental Impact

CET has become an industry leader in assisting our customers reduce energy costs, while at the same time improving the HVAC controls and lighting quality. Reducing energy consumption is the the easiest, most cost-effective way to reduce the emissions of greenhouse gases. CET is currently an energy efficiency solutions provider for Eversource and a National Grid Project Expediter.

The following environmental calculations are based on our energy conservation proposal.

ENERGY SAVINGS ESTIMATE		
ENERGY	KWH	KW
EXISTING	18,969	5.7
PROPOSED	6,484	1.9
SAVED	12,485	3.8

ENVIRONMENTAL IMPACT	
KWH Saved	12,485
CO2 EMISSIONS REDUCED (LBS)	17,479
N2O EMISSIONS REDUCED (LBS)	0.05
NH4 EMISSIONS REDUCED (LBS)	0.09
EQUIVALENT SAVINGS	
Cars Removed from the Road	1.5
Homes Removed	1.1
Computers Removed	12.5
# of trees saved	16.8
Acres of forest preserved	0.05

Environmental Summary	
NOX	SO2
17.5	49.9

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## Qualifications/Clarifications

This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, Inc.

- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
- Savings estimates are based on an average annual electricity rate of \$0.17 /kwh
- Lamp & Ballast disposal is included.
- Utility charges
- Electrical Permit fees are included
- Proposal Valid for 60 days
- Warranty is one year for labor & manufacturer's warranty on materials.
- Fixtures listed in the Line by Line Analysis only, are included in the scope of work
- Materials restocking fee of 20% on any project cancellations after (5) days of signature date.

Not included in this proposal:

- Emergency Ballasts
- Prevailing Wage labor rates
- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

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CET has a broad knowledge and strong experience in all aspects of the electrical field. Our electricians are fully versed in new electrical construction, design-build applications, ground and roof-top photovoltaic systems, renovations, tenant fit-ups, lighting systems design-installation, energy management systems, motor controls, and fire alarm systems, as well as general electrical service and maintenance. Our project management and estimating departments are involved throughout the duration of all projects to make sure the client receives a completed project on time and within budget.

The energy division provides auditing, design, engineering, and implementation services. We also work with the utility sponsored incentive programs to assist our clients in maximizing their project's return on investment.

Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings					
Line Item	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved			
1	EXTERIOR	M5	175w Metal Halide	4	3,500	205	2,870	Flood, 50w LED- Kauckle Mt	4	3,500	50	700		0	0.62	2,170			
2	EXTERIOR	M5X	175w Metal Halide	2	3,500	205	1,435	Flood, 50w LED- Yoke Mt	2	3,500	50	350		0	0.31	1,085			
3	KITCHEN	W5	4' Wrap, 2 Lamp, 32w T8, electronic ballast	2	3,500	60	420	4' Strip 26w LLP	2	3,500	26	182		0	0.07	238			
4	STORAGE	W5	4' Wrap, 2 Lamp, 32w T8, electronic ballast	3	1,000	60	180	4' Strip 26w LLP	3	1,000	26	78		0	0.10	102			
5	MAIN HALL	W9	4' Wrap, 2 Lamp, 34w T12, magnetic ballast	3	3,500	80	840	4' Strip 26w LLP	3	3,500	26	273		0	0.16	567			
6	OFFICE	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	4	3,500	123	1,722	8' Strip 46w LLP	4	3,500	46	644		0	0.31	1,078			
7	MAIN HALL	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	9	3,500	123	3,875	8' Strip 46w LLP	9	3,500	46	1,449		0	0.69	2,426			
8	PRESIDENTS ROOM	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	4	3,500	123	1,722	8' Strip 46w LLP	4	3,500	46	644		0	0.31	1,078			
9	MAP	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	4	3,500	123	1,722	8' Strip 46w LLP	4	3,500	46	644		0	0.31	1,078			
10	ACTIVITY ROOM	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	6	3,500	123	2,583	8' Strip 46w LLP	6	3,500	46	966		0	0.46	1,617			
11	BATHROOMS	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	2	3,500	123	861	8' Strip 46w LLP	2	3,500	46	322		0	0.15	539			
12	MAIN HALL	W5	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	3,500	60	210	4' Strip 26w LLP	1	3,500	26	91		0	0.03	119			
13	SPORTS STORAGE	W9	4' Wrap, 2 Lamp, 34w T12, magnetic ballast	1	1,000	80	80	4' Strip 26w LLP	1	1,000	26	26		0	0.05	54			
14	OFFICE	W5	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	3,500	60	210	4' Strip 26w LLP	1	3,500	26	91		0	0.03	119			
15	BASEMENT	A3	60w Inc, A19	4	1,000	60	240	6 watt LED, A19	4	1,000	6	24		0	0.22	216			
<b>TOTALS</b>												<b>50</b>	<b>18,970</b>	<b>1,608</b>	<b>538</b>	<b>6,484</b>	<b>0</b>	<b>3.83</b>	<b>12,486</b>

## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield - Recreation Center ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John J. Duquette

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**COMMONWEALTH**  
*ELECTRICAL TECHNOLOGIES*

Prepared an Energy Conservation Proposal for:

## **Town of Medfield - Town Hall**

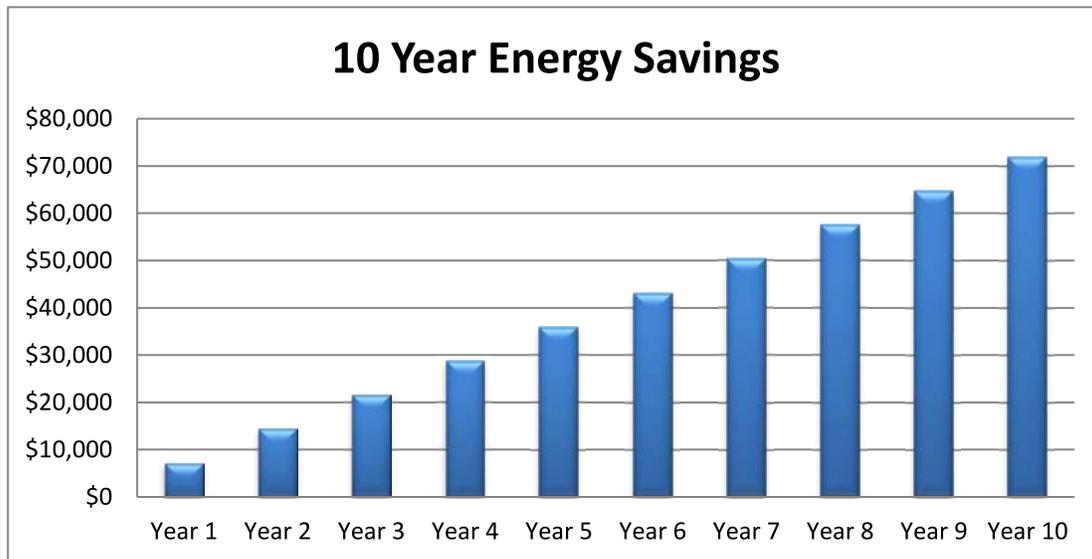
459 Main Street  
Medfield, MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COMELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$15,000.00	\$15,000.00	\$0.00	100%	\$972	0.0	\$5,417.73
Smart Power Strips	\$1,300.00	\$1,300.00	\$0.00	100%		0.0	\$795.60
<b>Total</b>	<b>\$16,300.00</b>	<b>\$16,300.00</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$972</b>	<b>0.0</b>	<b>\$6,213.33</b>



KWH SAVINGS
41,229

Monthly Cost of Delay

\$598.78

## Environmental Impact

CET has become an industry leader in assisting our customers reduce energy costs, while at the same time improving the HVAC controls and lighting quality. Reducing energy consumption is the the easiest, most cost-effective way to reduce the emissions of greenhouse gases. CET is currently an energy efficiency solutions provider for Eversource and a National Grid Project Expediter.

The following environmental calculations are based on our energy conservation proposal.

ENVIRONMENTAL IMPACT	
KWH Saved	31,869
CO2 EMISSIONS REDUCED (LBS)	44,617
N2O EMISSIONS REDUCED (LBS)	0.12
NH4 EMISSIONS REDUCED (LBS)	0.22
EQUIVALENT SAVINGS	
Cars Removed from the Road	3.9
Homes Removed	2.8
Computers Removed	31.9
# of trees saved	43.0
Acres of forest preserved	0.13

Environmental Summary	
NOX	SO2
44.6	127.5

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## Qualifications/Clarifications

This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, Inc.

- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
- Savings estimates are based on an average annual electricity rate of \$0.17 /kwh
- Lamp & Ballast disposal is included.
- Utility charges
- Electrical Permit fees are included
- Proposal Valid for 60 days
- Warranty is one year for labor & manufacturer's warranty on materials.
- Fixtures listed in the Line by Line Analysis only, are included in the scope of work
- Materials restocking fee of 20% on any project cancellations after (5) days of signature date.

Not included in this proposal:

- Emergency Ballasts
- Prevailing Wage labor rates
- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

## About Commonwealth Electrical Technologies, Inc.

CET is full service electrical contractor and energy services company. We have over 160 employees. CET offers turnkey energy efficiency and renewable energy solutions.

CET has a broad knowledge and strong experience in all aspects of the electrical field. Our electricians are fully versed in new electrical construction, design-build applications, ground and roof-top photovoltaic systems, renovations, tenant fit-ups, lighting systems design-installation, energy management systems, motor controls, and fire alarm systems, as well as general electrical service and maintenance. Our project management and estimating departments are involved throughout the duration of all projects to make sure the client receives a completed project on time and within budget.

The energy division provides auditing, design, engineering, and implementation services. We also work with the utility sponsored incentive programs to assist our clients in maximizing their project's return on investment.

**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings	
	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Proposed Hours	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
1	3RD FLOOR CASE MANAGER	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,600	88	317	2x4 Flat Panel, 26w	1	3,600	26	94		0	0.06	223
2	CONFERENCE ROOM 11	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,500	88	132	2x4 Flat Panel, 26w	1	1,500	26	39		0	0.06	93
3	SUPERINTENDENT OF SCHOOLS	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	10	3,600	88	3,168	2x4 Flat Panel, 26w	10	3,600	26	936		0	0.62	2,232
4	SUPERINTENDENT OF SCHOOLS	P6	2x2 Parabolic, (3) Biax Lamps, 50w	4	3,600	162	2,333	2x2 Flat Panel, 20w	4	3,600	20	288		0	0.57	2,045
5	FINANCE AND OPERATIONS	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	4	3,600	88	1,267	2x4 Flat Panel, 26w	4	3,600	26	374		0	0.25	893
6	BUSINESS OFFICE	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	8	3,600	88	2,534	2x4 Flat Panel, 26w	8	3,600	26	749		0	0.50	1,786
7	BUSINESS OFFICE CLOSET	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,000	88	88	2x4 Flat Panel, 26w	1	1,000	26	26		0	0.06	62
8	KITCHEN	P6	2x2 Parabolic, (3) Biax Lamps, 50w	1	3,600	162	583	2x2 Flat Panel, 20w	1	3,600	20	72		0	0.14	511
9	BATHROOMS	P6	2x2 Parabolic, (3) Biax Lamps, 50w	4	2,500	162	1,620	2x2 Flat Panel, 20w	4	2,500	20	200		0	0.57	1,420
10	ELECTRICAL ROOM	DR	8" Circular Drum Fixture, 32w	1	3,600	34	122	Drum Fixture 9", 12w LED	1	3,600	12	43		0	0.02	79
11	CURRICULUM	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,600	88	950	2x4 Flat Panel, 26w	3	3,600	26	281		0	0.19	670
12	STAIRWELLS SCONCES	CF19	13w (2) CFL, 2-Pin, Plug-in	21	3,600	30	2,268	LED 5w 2-Pin Vertical Plug-In	21	3,600	6	454		0	0.50	1,814
13	2ND FLOOR BATHROOMS	P2	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	4	3,600	60	864	2x2 Flat Panel, 20w	4	3,600	20	288		0	0.16	576
14	COAT ROOM	DR	8" Circular Drum Fixture, 32w	1	1,000	34	34	Drum Fixture 9", 12w LED	1	1,000	12	12		0	0.02	22
15	PLANNING BOARD	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	5	3,600	88	1,584	2x4 Flat Panel, 26w	5	3,600	26	468		0	0.31	1,116
16	BOARD OF SELECTMAN	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	11	3,600	88	3,485	2x4 Flat Panel, 26w	11	3,600	26	1,030		0	0.68	2,455
17	STAFF	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	4	3,600	88	1,267	2x4 Flat Panel, 26w	4	3,600	26	374		0	0.25	893
18	TREASURER	P13	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	7	3,600	88	2,218	2x4 Flat Panel, 26w	7	3,600	26	655		0	0.43	1,562

**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type						Proposed Fixture Type						Occupancy Sensors		Savings	
	Fixture Type	Location	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWh	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWh	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved		
19	P13	BOARD OF ASSESSORS	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,600	88	950	2x4 Flat Panel, 26w	3	3,600	26	281		0	0.19	670		
20	P6	BOARD OF ASSESSORS	2x2 Parabolic, (3) Biax Lamps, 50w	5	3,600	162	2,916	2x2 Flat Panel, 20w	5	3,600	20	360		0	0.71	2,556		
21	P13	WARRANT COMMITTEE	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	4	3,600	88	1,267	2x4 Flat Panel, 26w	4	3,600	26	374		0	0.25	893		
22	P13	INFORMATION	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,600	88	634	2x4 Flat Panel, 26w	2	3,600	26	187		0	0.12	446		
23	P13	TOWN ACCOUNTANT	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	4	3,600	88	1,267	2x4 Flat Panel, 26w	4	3,600	26	374		0	0.25	893		
24	P13	TOWN CLERK	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	6	3,600	88	1,901	2x4 Flat Panel, 26w	6	3,600	26	562		0	0.37	1,339		
25	W5	VAULT	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38		
26	W5	KITCHEN	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	3,600	60	216	Relamp Only 4' 2L, 10w LED, Type A	1	3,600	22	79		0	0.04	137		
27	P2	BATHROOMS	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	4	3,600	60	864	2x2 Flat Panel, 20w	4	3,600	20	288		0	0.16	576		
28	DR	UTILITY CLOSET	8" Circular Drum Fixture, 32w	1	1,000	34	34	Drum Fixture 9", 12w LED	1	1,000	12	12		0	0.02	22		
29	P2	BASEMENT BATHROOMS	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	2	2,000	60	240	2x2 Flat Panel, 20w	2	2,000	20	80		0	0.08	160		
30	P13	BOARD OF HEALTH	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	9	3,600	88	2,851	2x4 Flat Panel, 26w	9	3,600	26	842		0	0.56	2,009		
31	W5	STORAGE	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38		
32	W5	MEETING ROOM	4' Wrap, 2 Lamp, 32w T8, electronic ballast	2	3,600	60	432	Relamp Only 4' 2L, 10w LED, Type A	2	3,600	22	158		0	0.08	274		
33	P13	MEETING ROOM	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,600	88	634	2x4 Flat Panel, 26w	2	3,600	26	187		0	0.12	446		
34	W5	STORAGE 1	4' Wrap, 2 Lamp, 32w T8, electronic ballast	2	1,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	2	1,000	22	44		0	0.08	76		
35	P13	BUILDING INSPECTORS	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	10	3,600	88	3,168	2x4 Flat Panel, 26w	10	3,600	26	936		0	0.62	2,232		
36	W5	MECHANICAL ROOM	4' Wrap, 2 Lamp, 32w T8, electronic ballast	5	1,000	60	300	Relamp Only 4' 2L, 10w LED, Type A	5	1,000	22	110		0	0.19	190		

Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors			Savings	
Line Item	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	KW Saved	kWh Saved	
37	BASEMENT STAIRS	60w Inc. A19	1	3,600	60	216	6 watt LED, A19	1	3,600	6	22		0	0.05	194	
38	BOILER ROOM	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	6	1,000	60	360	Relamp Only 4' 2L, 10w LED, Type A	6	1,000	22	132		0	0.23	228	
<b>TOTALS</b>			<b>162</b>		<b>3,112</b>	<b>43,325</b>		<b>162</b>		<b>836</b>	<b>11,456</b>		<b>0</b>	<b>9.59</b>	<b>31,869</b>	

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## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield - Town Hall ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Provide (40 Smart Power Strips)
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John J. Duquette

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Customer Information**

Company Name: Town of Medfield - Senior Center Phone: (508) 613-5227  
 Contact Person: Amy Colleran Fax: \_\_\_\_\_  
 Address: 1 Ice House Road City: Medfield Zip: 05052  
 Mailing Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email Address: acolleran@email.medfield.net Federal Tax ID #: 04-6001216  
 Electric Account Number or copy of Eversource bill: 25700541003 Gas Company: \_\_\_\_\_  
 Gas Account Number or copy of gas bill: \_\_\_\_\_ Project #: CET- 20013

**Primary Use**

Business Category: \_\_\_\_\_ Sq. Ft. covered by application \_\_\_\_\_  
 If other, please specify: Town Building **Total Facility Sq. Ft.** \_\_\_\_\_

**Measure Type(s)**

<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Gas	<input type="checkbox"/> Gas
<input checked="" type="checkbox"/> Lighting	<input type="checkbox"/> Spray Valves	<input type="checkbox"/> Water Restrictors/Low Flow Showerheads
<input type="checkbox"/> HVAC	<input type="checkbox"/> Insulation - Pipe	<input type="checkbox"/> Duct Sealing & Insulation (duct wrap)
<input type="checkbox"/> Refrigeration	<input type="checkbox"/> Programmable Thermostats	<input type="checkbox"/> Hydronic/Air Supply Reset
<input type="checkbox"/> Custom Electric/Gas (attach customer measure information) _____		

**Project Cost**

		Eversource Contribution		Customer Contribution	
Electric Cost: \$	<u>16,500.00</u>	Electric: \$	<u>16,500.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>16,500.00</u>	Total Eversource: \$	<u>16,500.00</u>	Total Customer: \$	<u>0.00</u>

Would you like to finance your portion of the project cost?  
 No, I will pay the Contractor directly in full.  
 Yes, I would like to finance my portion of the project cost. I understand will receive a separate monthly bill for my financed portion.  
 I would like to finance my portion of the total project cost through Eversource.  
 12 months at \$ 0.00 per month.  18 months at \$ 0.00 per month.  24 months at \$ 0.00 per month.  
 Bill to:  Electric bill address  Mailing address above  
 I would like to finance my portion of the total project cost through a third party lender. (Custom projects only; 12 to 84 month term.)

**Customer Acknowledgement**

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name: Commonwealth Electrical Technologies Auditor Name: Joe Duquette

Customer Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Please return the completed application to your designated Small Business Program vendor.**

**Change Authorization**

Customer acknowledges that the Total Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outline below.

		Eversource Contribution		Customer Contribution	
Electric Cost: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>0.00</u>	Total Eversource: \$	<u>0.00</u>	Total Customer: \$	<u>0.00</u>

Terms:  12 months at \$ 0.00 per month.  18 months at \$ 0.00 per month.  24 months at \$ 0.00 per month.

Authorized Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**

- 1. Customer Eligibility.** The Small Business Program is available to all non-residential customers, with an average monthly demand of less than 300 kW, in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.
- 2. Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay directly to the installing contractor a portion of the cost of installation of those electric conservation measures ("ECMs") described within this worksheet. If Customer elects to finance the Customer contribution with the Company, the Company will pay the full cost of installation of those ECMs described in this worksheet directly to the installing contractor.
- 3. Customer Contribution.** Customer agrees to pay the Customer Contribution shown in the Section on Project Cost. The Customer has the option of making the Customer Contribution payment directly to the Contractor, or in equal monthly installments up to twenty-four (24) months directly to the Company. No interest will be charged for the privilege of extended payment, but interest will be charged on any payment not made when due from the date of payment was due until payment is received by the Company. The interest rate will be the equivalent to the average rate paid on two-year United States Treasury notes for the twelve (12) months ending December 31st of the program year, as such rates appear in the Federal Reserve Release, plus ten percent (10%). If any payment is more than 45 days late, the Customer will be in default of the payment terms and the Company reserves the right to accelerate the remaining payments and require immediate payment in full. (The Company reserves the right to combine any invoice for extended payment with Customer's electric bill at any time in the future, but the amount of any payment hereunder will be separately identified on such bill.)
- 4. Eversource Invoice/Financing.** If Customer elects to finance the Customer Contribution of the total cost, the Company will send a monthly invoice separate from the Customer's monthly electric bill.
  - Financing will be available to customer for up to 24 months with a minimum customer financial commitment of \$25/month.
- 5. 3rd Party Financing.** Pre-approved custom projects are available for 3rd party financing by a 3rd Party Lender.
  - Lender to qualify customer
  - Invoicing monthly payment will be administered by 3rd Party Lender
- 6. Program Changes.** The Small Business Program and these T&Cs may be changed by the Company at any time without notice.
- 7. Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this equipment in the service territory of the Company or its affiliates.
- 8. Replacement of Failed Equipment.** Customers who install energy-efficient equipment are expected to replace any of the energy-efficient equipment that fails with similar or superior energy savings equipment at the Customer's expense.
- 9. Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
- 10. Limitation of Liability.** The Company's liability will be limited to paying the rebates specified in this agreement. Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 11. No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- 12. Obligations Between the Parties.** The Company shall have no obligation to maintain remove or perform any work whatsoever on the ECMs installed. The Company shall have no liability for the failure of the ECMs to function, or for any and all damages to property or injury to persons caused by the ECMs. The Customer acknowledges that the installation of the ECMs is performed by an independent contractor selected by the Company, and that the Company does not control or manage the details of the contractor's performance. The Company shall not be liable for the acts or omissions of the contractor.
- 13. Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
- 14. Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.
- 15. Account Data.** The Customer authorizes the Company to disclose Customer's account information to Mass Save Program Administrators, which may include, without limitation, account number and energy usage and energy savings information.

For Eversource administrative use only:	Pre-Inspection date: _____	Inspector: _____	Project Costs: _____	Labor \$ _____
Required Inspections	Post Inspection date: _____	Inspector: _____		Material \$ _____
Approval	Pre-approval date: _____	Program manager: _____	Pre-approved Incentive: _____	
	Final approval date: _____	Program manager: _____	Final Incentive: _____	



## Customer Information

Company Name: Town of Medfield - DPW Phone: (508) 613-5227  
 Contact Person: Amy Colleran Fax: \_\_\_\_\_  
 Address: 5086135227 City: Medfield Zip: 05052  
 Mailing Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email Address: acolleran@email.medfield.net Federal Tax ID #: 04-6001216  
 Electric Account Number or copy of Eversource bill: 29023070013 Gas Company: \_\_\_\_\_  
 Gas Account Number or copy of gas bill: \_\_\_\_\_ Project #: CET - 19195

## Primary Use

Business Category: \_\_\_\_\_ Sq. Ft. covered by application \_\_\_\_\_  
 If other, please specify: Town Building **Total Facility Sq. Ft.** \_\_\_\_\_

## Measure Type(s)

<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> HVAC <input type="checkbox"/> Refrigeration <input type="checkbox"/> Custom Electric/Gas (attach customer measure information)	<input type="checkbox"/> Gas <input type="checkbox"/> Spray Valves <input type="checkbox"/> Insulation - Pipe <input type="checkbox"/> Programmable Thermostats	<input type="checkbox"/> Gas <input type="checkbox"/> Water Restrictors/Low Flow Showerheads <input type="checkbox"/> Duct Sealing & Insulation (duct wrap) <input type="checkbox"/> Hydronic/Air Supply Reset
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## Project Cost

		Eversource Contribution		Customer Contribution	
Electric Cost: \$	<u>23,312.00</u>	Electric: \$	<u>23,312.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>23,312.00</u>	Total Eversource: \$	<u>23,312.00</u>	Total Customer: \$	<u>0.00</u>

Would you like to finance your portion of the project cost?  
 No, I will pay the Contractor directly in full.  
 Yes, I would like to finance my portion of the project cost. I understand will receive a separate monthly bill for my financed portion.  
 I would like to finance my portion of the total project cost through Eversource.  
 12 months at \$ 0.00 per month.     18 months at \$ 0.00 per month.     24 months at \$ 0.00 per month.  
 Bill to:     Electric bill address     Mailing address above  
 I would like to finance my portion of the total project cost through a third party lender. (Custom projects only; 12 to 84 month term.)

## Customer Acknowledgement

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name: Commonwealth Electrical Technologies Auditor Name: Joe Duquette

Customer Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Please return the completed application to your designated Small Business Program vendor.**

## Change Authorization

Customer acknowledges that the Total Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outline below.

		Eversource Contribution		Customer Contribution	
Electric Cost: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>0.00</u>	Total Eversource: \$	<u>0.00</u>	Total Customer: \$	<u>0.00</u>

Terms:     12 months at \$ 0.00 per month.     18 months at \$ 0.00 per month.     24 months at \$ 0.00 per month.  
 Authorized Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**

- 1. Customer Eligibility.** The Small Business Program is available to all non-residential customers, with an average monthly demand of less than 300 kW, in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.
- 2. Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay directly to the installing contractor a portion of the cost of installation of those electric conservation measures ("ECMs") described within this worksheet. If Customer elects to finance the Customer contribution with the Company, the Company will pay the full cost of installation of those ECMs described in this worksheet directly to the installing contractor.
- 3. Customer Contribution.** Customer agrees to pay the Customer Contribution shown in the Section on Project Cost. The Customer has the option of making the Customer Contribution payment directly to the Contractor, or in equal monthly installments up to twenty-four (24) months directly to the Company. No interest will be charged for the privilege of extended payment, but interest will be charged on any payment not made when due from the date of payment was due until payment is received by the Company. The interest rate will be the equivalent to the average rate paid on two-year United States Treasury notes for the twelve (12) months ending December 31st of the program year, as such rates appear in the Federal Reserve Release, plus ten percent (10%). If any payment is more than 45 days late, the Customer will be in default of the payment terms and the Company reserves the right to accelerate the remaining payments and require immediate payment in full. (The Company reserves the right to combine any invoice for extended payment with Customer's electric bill at any time in the future, but the amount of any payment hereunder will be separately identified on such bill.)
- 4. Eversource Invoice/Financing.** If Customer elects to finance the Customer Contribution of the total cost, the Company will send a monthly invoice separate from the Customer's monthly electric bill.
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- 10. Limitation of Liability.** The Company's liability will be limited to paying the rebates specified in this agreement. Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 11. No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- 12. Obligations Between the Parties.** The Company shall have no obligation to maintain remove or perform any work whatsoever on the ECMs installed. The Company shall have no liability for the failure of the ECMs to function, or for any and all damages to property or injury to persons caused by the ECMs. The Customer acknowledges that the installation of the ECMs is performed by an independent contractor selected by the Company, and that the Company does not control or manage the details of the contractor's performance. The Company shall not be liable for the acts or omissions of the contractor.
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- 15. Account Data.** The Customer authorizes the Company to disclose Customer's account information to Mass Save Program Administrators, which may include, without limitation, account number and energy usage and energy savings information.

For Eversource administrative use only:	Pre-Inspection date: _____ Inspector: _____ Project Costs: Labor \$ _____
Required Inspections	Post Inspection date: _____ Inspector: _____ Material \$ _____
Approval	Pre-approval date: _____ Program manager: _____ Pre-approved Incentive: _____
	Final approval date: _____ Program manager: _____ Final Incentive: _____



**Customer Information**

Company Name: Town of Medfield - Library Phone: (508) 613-5227  
 Contact Person: Amy Colleran Fax: \_\_\_\_\_  
 Address: 468 Main Street City: Medfield Zip: 05052  
 Mailing Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email Address: acolleran@email.medfield.net Federal Tax ID #: 04-6001216  
 Electric Account Number or copy of Eversource bill: 25700541003 Gas Company: \_\_\_\_\_  
 Gas Account Number or copy of gas bill: \_\_\_\_\_ Project #: CET - 19198

**Primary Use**

Business Category: \_\_\_\_\_ Sq. Ft. covered by application \_\_\_\_\_  
 If other, please specify: Town Building **Total Facility Sq. Ft.** \_\_\_\_\_

**Measure Type(s)**

<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Gas	<input type="checkbox"/> Gas
<input checked="" type="checkbox"/> Lighting	<input type="checkbox"/> Spray Valves	<input type="checkbox"/> Water Restrictors/Low Flow Showerheads
<input type="checkbox"/> HVAC	<input type="checkbox"/> Insulation - Pipe	<input type="checkbox"/> Duct Sealing & Insulation (duct wrap)
<input type="checkbox"/> Refrigeration	<input type="checkbox"/> Programmable Thermostats	<input type="checkbox"/> Hydronic/Air Supply Reset
<input type="checkbox"/> Custom Electric/Gas (attach customer measure information) _____		

**Project Cost**

		Eversource Contribution		Customer Contribution	
Electric Cost: \$	<u>18,424.62</u>	Electric: \$	<u>18,424.62</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>18,424.62</u>	Total Eversource: \$	<u>18,424.62</u>	Total Customer: \$	<u>0.00</u>

Would you like to finance your portion of the project cost?  
 No, I will pay the Contractor directly in full.  
 Yes, I would like to finance my portion of the project cost. I understand will receive a separate monthly bill for my financed portion.  
 I would like to finance my portion of the total project cost through Eversource.  
 12 months at \$ 0.00 per month.  18 months at \$ 0.00 per month.  24 months at \$ 0.00 per month.  
 Bill to:  Electric bill address  Mailing address above  
 I would like to finance my portion of the total project cost through a third party lender. (Custom projects only; 12 to 84 month term.)

**Customer Acknowledgement**

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name: Commonwealth Electrical Technologies Auditor Name: Joe Duquette

Customer Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Please return the completed application to your designated Small Business Program vendor.**

**Change Authorization**

Customer acknowledges that the Total Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outline below.

		Eversource Contribution		Customer Contribution	
Electric Cost: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>0.00</u>	Total Eversource: \$	<u>0.00</u>	Total Customer: \$	<u>0.00</u>

Terms:  12 months at \$ 0.00 per month.  18 months at \$ 0.00 per month.  24 months at \$ 0.00 per month.  
 Authorized Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**

- 1. Customer Eligibility.** The Small Business Program is available to all non-residential customers, with an average monthly demand of less than 300 kW, in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.
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- 10. Limitation of Liability.** The Company's liability will be limited to paying the rebates specified in this agreement. Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 11. No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
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For Eversource administrative use only:	Pre-Inspection date: _____	Inspector: _____	Project Costs: _____	Labor \$ _____
	Post Inspection date: _____	Inspector: _____		Material \$ _____
Approval	Pre-approval date: _____	Program manager: _____	Pre-approved Incentive: _____	
	Final approval date: _____	Program manager: _____	Final Incentive: _____	



## Customer Information

Company Name: Town of Medfield - Recreation Center Phone: (508) 613-5227  
 Contact Person: Amy Colleran Fax: \_\_\_\_\_  
 Address: 124 North Street City: Medfield Zip: 05052  
 Mailing Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email Address: acolleran@email.medfield.net Federal Tax ID #: 04-6001216  
 Electric Account Number or copy of Eversource bill: 25701511005 Gas Company: \_\_\_\_\_  
 Gas Account Number or copy of gas bill: \_\_\_\_\_ Project #: CET - 19208

## Primary Use

Business Category: \_\_\_\_\_ Sq. Ft. covered by application \_\_\_\_\_  
 If other, please specify: Town Building **Total Facility Sq. Ft.** \_\_\_\_\_

## Measure Type(s)

Electric <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> HVAC <input type="checkbox"/> Refrigeration <input type="checkbox"/> Custom Electric/Gas (attach customer measure information) _____	Gas <input type="checkbox"/> Spray Valves <input type="checkbox"/> Insulation - Pipe <input type="checkbox"/> Programmable Thermostats	Gas <input type="checkbox"/> Water Restrictors/Low Flow Showerheads <input type="checkbox"/> Duct Sealing & Insulation (duct wrap) <input type="checkbox"/> Hydronic/Air Supply Reset
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## Project Cost

		Eversource Contribution			Customer Contribution
Electric Cost: \$	<u>7,375.00</u>	Electric: \$	<u>7,375.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>7,375.00</u>	Total Eversource: \$	<u>7,375.00</u>	Total Customer: \$	<u>0.00</u>

Would you like to finance your portion of the project cost?  
 No, I will pay the Contractor directly in full.  
 Yes, I would like to finance my portion of the project cost. I understand will receive a separate monthly bill for my financed portion.  
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 12 months at \$ 0.00 per month.     18 months at \$ 0.00 per month.     24 months at \$ 0.00 per month.  
 Bill to:     Electric bill address     Mailing address above  
 I would like to finance my portion of the total project cost through a third party lender. (Custom projects only; 12 to 84 month term.)

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I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name: Commonwealth Electrical Technologies Auditor Name: Joe Duquette

Customer Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Please return the completed application to your designated Small Business Program vendor.**

## Change Authorization

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Electric Cost: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>0.00</u>	Total Eversource: \$	<u>0.00</u>	Total Customer: \$	<u>0.00</u>

Terms:     12 months at \$ 0.00 per month.     18 months at \$ 0.00 per month.     24 months at \$ 0.00 per month.  
 Authorized Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**

- 1. Customer Eligibility.** The Small Business Program is available to all non-residential customers, with an average monthly demand of less than 300 kW, in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.
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- 11. No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- 12. Obligations Between the Parties.** The Company shall have no obligation to maintain remove or perform any work whatsoever on the ECMs installed. The Company shall have no liability for the failure of the ECMs to function, or for any and all damages to property or injury to persons caused by the ECMs. The Customer acknowledges that the installation of the ECMs is performed by an independent contractor selected by the Company, and that the Company does not control or manage the details of the contractor's performance. The Company shall not be liable for the acts or omissions of the contractor.
- 13. Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
- 14. Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.
- 15. Account Data.** The Customer authorizes the Company to disclose Customer's account information to Mass Save Program Administrators, which may include, without limitation, account number and energy usage and energy savings information.

For Eversource administrative use only:	Pre-Inspection date: _____	Inspector: _____	Project Costs: _____	Labor \$ _____
Required Inspections	Post Inspection date: _____	Inspector: _____		Material \$ _____
Approval	Pre-approval date: _____	Program manager: _____	Pre-approved Incentive: _____	
	Final approval date: _____	Program manager: _____	Final Incentive: _____	



**Customer Information**

Company Name: Town of Medfield - Town Hall Phone: (508) 613-5227  
 Contact Person: Amy Colleran Fax: \_\_\_\_\_  
 Address: 459 Main Street City: Medfield Zip: 05052  
 Mailing Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email Address: acolleran@email.medfield.net Federal Tax ID #: 04-6001216  
 Electric Account Number or copy of Eversource bill: 25698461008 Gas Company: \_\_\_\_\_  
 Gas Account Number or copy of gas bill: \_\_\_\_\_ Project #: CET - 19199

**Primary Use**

Business Category: \_\_\_\_\_ Sq. Ft. covered by application \_\_\_\_\_  
 If other, please specify: Town Building **Total Facility Sq. Ft.** \_\_\_\_\_

**Measure Type(s)**

<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Gas	<input type="checkbox"/> Gas
<input checked="" type="checkbox"/> Lighting	<input type="checkbox"/> Spray Valves	<input type="checkbox"/> Water Restrictors/Low Flow Showerheads
<input type="checkbox"/> HVAC	<input type="checkbox"/> Insulation - Pipe	<input type="checkbox"/> Duct Sealing & Insulation (duct wrap)
<input type="checkbox"/> Refrigeration	<input type="checkbox"/> Programmable Thermostats	<input type="checkbox"/> Hydronic/Air Supply Reset
<input type="checkbox"/> Custom Electric/Gas (attach customer measure information) _____		

**Project Cost**

		Eversource Contribution		Customer Contribution	
Electric Cost: \$	<u>16,300.00</u>	Electric: \$	<u>16,300.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>16,300.00</u>	Total Eversource: \$	<u>16,300.00</u>	Total Customer: \$	<u>0.00</u>

Would you like to finance your portion of the project cost?  
 No, I will pay the Contractor directly in full.  
 Yes, I would like to finance my portion of the project cost. I understand will receive a separate monthly bill for my financed portion.  
 I would like to finance my portion of the total project cost through Eversource.  
 12 months at \$ 0.00 per month.  18 months at \$ 0.00 per month.  24 months at \$ 0.00 per month.  
 Bill to:  Electric bill address  Mailing address above  
 I would like to finance my portion of the total project cost through a third party lender. (Custom projects only; 12 to 84 month term.)

**Customer Acknowledgement**

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name: Commonwealth Electrical Technologies Auditor Name: Joe Duquette

Customer Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Please return the completed application to your designated Small Business Program vendor.**

**Change Authorization**

Customer acknowledges that the Total Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outline below.

		Eversource Contribution		Customer Contribution	
Electric Cost: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>	Electric: \$	<u>0.00</u>
Gas Cost: \$	_____	Gas: \$	_____	Gas: \$	<u>0.00</u>
Total Cost: \$	<u>0.00</u>	Total Eversource: \$	<u>0.00</u>	Total Customer: \$	<u>0.00</u>

Terms:  12 months at \$ 0.00 per month.  18 months at \$ 0.00 per month.  24 months at \$ 0.00 per month.  
 Authorized Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**

- 1. Customer Eligibility.** The Small Business Program is available to all non-residential customers, with an average monthly demand of less than 300 kW, in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.
- 2. Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay directly to the installing contractor a portion of the cost of installation of those electric conservation measures ("ECMs") described within this worksheet. If Customer elects to finance the Customer contribution with the Company, the Company will pay the full cost of installation of those ECMs described in this worksheet directly to the installing contractor.
- 3. Customer Contribution.** Customer agrees to pay the Customer Contribution shown in the Section on Project Cost. The Customer has the option of making the Customer Contribution payment directly to the Contractor, or in equal monthly installments up to twenty-four (24) months directly to the Company. No interest will be charged for the privilege of extended payment, but interest will be charged on any payment not made when due from the date of payment was due until payment is received by the Company. The interest rate will be the equivalent to the average rate paid on two-year United States Treasury notes for the twelve (12) months ending December 31st of the program year, as such rates appear in the Federal Reserve Release, plus ten percent (10%). If any payment is more than 45 days late, the Customer will be in default of the payment terms and the Company reserves the right to accelerate the remaining payments and require immediate payment in full. (The Company reserves the right to combine any invoice for extended payment with Customer's electric bill at any time in the future, but the amount of any payment hereunder will be separately identified on such bill.)
- 4. Eversource Invoice/Financing.** If Customer elects to finance the Customer Contribution of the total cost, the Company will send a monthly invoice separate from the Customer's monthly electric bill.
- Financing will be available to customer for up to 24 months with a minimum customer financial commitment of \$25/month.
- 5. 3rd Party Financing.** Pre-approved custom projects are available for 3rd party financing by a 3rd Party Lender.
- Lender to qualify customer
  - Invoicing monthly payment will be administered by 3rd Party Lender
- 6. Program Changes.** The Small Business Program and these T&Cs may be changed by the Company at any time without notice.
- 7. Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this equipment in the service territory of the Company or its affiliates.
- 8. Replacement of Failed Equipment.** Customers who install energy-efficient equipment are expected to replace any of the energy-efficient equipment that fails with similar or superior energy savings equipment at the Customer's expense.
- 9. Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
- 10. Limitation of Liability.** The Company's liability will be limited to paying the rebates specified in this agreement. Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 11. No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- 12. Obligations Between the Parties.** The Company shall have no obligation to maintain remove or perform any work whatsoever on the ECMs installed. The Company shall have no liability for the failure of the ECMs to function, or for any and all damages to property or injury to persons caused by the ECMs. The Customer acknowledges that the installation of the ECMs is performed by an independent contractor selected by the Company, and that the Company does not control or manage the details of the contractor's performance. The Company shall not be liable for the acts or omissions of the contractor.
- 13. Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
- 14. Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.
- 15. Account Data.** The Customer authorizes the Company to disclose Customer's account information to Mass Save Program Administrators, which may include, without limitation, account number and energy usage and energy savings information.

For Eversource administrative use only:	Pre-Inspection date: _____	Inspector: _____	Project Costs: Labor \$ _____
Required Inspections	Post Inspection date: _____	Inspector: _____	Material \$ _____
Approval	Pre-approval date: _____	Program manager: _____	Pre-approved Incentive: _____
	Final approval date: _____	Program manager: _____	Final Incentive: _____

**SPECIAL TOWN MEETING WARRANT  
NOVEMBER 20, 2019**

**Article 1: Hear Report of Town Manager**

**Sponsor: Routine**

To see if the town will hear any report of the Town Manager, or pass any vote or take any action relative thereto.

**Article 2: Adjust Fiscal Year 2020 Appropriation**

**Sponsor: Town Manager/Finance Director**

To see if the town will vote to raise and appropriate or transfer from available funds in the treasury a sum of money to be added to or to make adjustments to Article 3 of the May 2019 annual town meeting (fiscal year 2020 budget), or pass any vote or take any action relative thereto.

**Article 3: Free Cash Transfer**

**Sponsor: Town Manager/Finance Director**

To see if the Town will vote to transfer from available funds, a sum of money to be placed in the Stabilization Fund, OPEB Trust Fund, Special Education Special Purpose Stabilization Account, Capital Account, Capital Stabilization Account, and/or FY20 budgetary line items as proposed, or pass any vote or take any action relative thereto.

**Article 4: Property Tax Exemptions**

**Sponsor: Board of Selectmen**

To see if the Town will vote to adjust (the exemption amount and eligibility factors) for the property tax exemption for senior citizens under MGL Chapter 59, Section 5 Clause 41C½, to be effective for exemptions granted for any fiscal year beginning July 1, 2019, or pass any vote or take any action relative thereto.

**Article 5: Approve Purchase/Taking of Land – 0 Tri Street**

**Sponsor: Board of Selectmen**

To see if the Town will vote to authorize the Board of Selectman to purchase, acquire, or take by eminent domain, and to raise and appropriate, either by appropriation, borrowing or otherwise, a sum of money to fund said purchase or taking along with all associated legal and engineering costs necessary, the property, or any part thereof, located in Ashland, Massachusetts identified as those certain parcels of land off of Tri Street totaling approximately 9.5 acres +/-, located at Map 26 Lots 75 and 76 as more fully set forth on the plan on file with the Town Clerk and including Parcel A and Lots 1-6 inclusive (collectively the "Property"), the acquisition of said land having been determined to be necessary for the health and welfare of the inhabitants of Ashland and to be used for open space and recreation to be under the care, custody and control of the Board of Selectman; or pass any vote or take any action relative thereto.

**Article 6: Approve Development Restriction – 378 Eliot Street**  
**Sponsor: Board of Selectmen**

To see if the Town will authorize the Board of Selectmen to accept a Restrictive Covenant for the land known as and numbered 378 Eliot Street, Ashland, Middlesex County, Commonwealth of Massachusetts, conveyed by deed recorded with the Middlesex South District Registry of Deeds in Book 24575 Page 11 and dated May 18, 1994, to limit the number of homes to no more than one per acre; and in exchange therefore, raise and appropriate, or transfer, by borrowing or otherwise, as sum of money sufficient to pay for said restriction further to see if the Town will authorize the Board of Selectmen to accept said development restriction, and to authorize the Board of Selectmen to enter into and negotiate all agreements necessary to effectuate same; or take any other action related thereto.

**Article 7: Dispose of Real Property**  
**Sponsor: Board of Selectmen**

To see if the Town will vote to change the use, which is currently general municipal, of 433 Chestnut Street, more fully set forth on that certain plan by, Feldman Land Survey dated November 15, 2016 and which is on file with the Town Clerk, to the purpose of conveyance and/or transfer and to authorize the Board of Selectmen to sell, transfer or otherwise convey same, and take any legal action necessary to effectuate said conveyance or transfer and to further authorize the Board of Selectmen to negotiate and execute any and all documents necessary to effectuate same including entering into a Historic Preservation Restriction on the Property, or pass any vote or take any action relative thereto.

**Article 8: Authorize Easements along Main Street**  
**Sponsor: Board of Selectmen**

To see if the Town will vote to authorize the Board of Selectmen to purchase, acquire or take by eminent domain, and to raise and appropriate, either by appropriation, borrowing or otherwise, a sum of money to fund said purchase or taking along with all associated legal and engineering costs necessary, easements in the parcels of land located along Main and Front Street at: 10-60 Main Street, 446 sq. ft. +/-; 98-100 Main Street, 273 sq. ft. +/-; 118 Main Street, 370 sq. ft. +/-; 128-132 Main Street, 191 sq. ft. +/-; 4-12 Front Street, 37 sq. ft. +/-; all as shown on a plan by BSC Group dated May 6, 2019 and on file with the Town Clerk, the acquisition of said land having been determined to be necessary for the health and welfare of the inhabitants of Ashland and to be used for municipal purposes; or pass any vote or take any action relative thereto.

**Article 9: Mill Pond Park Beautification**  
**Sponsor: Community Preservation Committee**

To see if the Town will vote to appropriate up to \$100,000 in Community Preservation Act from an account to be determined to allow the Board of Selectmen to undertake construction for the beautification of Mill Pond Park and increase accessibility of the Sudbury Riverwalk and that to meet this appropriation, the sum of up to \$100,000 be transferred from the Community Preservation Fund, account to be determined with the following stipulations: the Board of Selectmen shall obtain all required town board

and town department permits and approvals prior to the disbursement of any funds, the Board of Selectmen shall enter into a grant agreement with the Community Preservation Committee prior to disbursement of any funds and unexpended funds as of June 30, 2021 being returned to their funding sources, or pass any vote or take any other action thereon.

**Article 10: Town Forest Restoration Project Phase 2**  
**Sponsor: Community Preservation Committee**

To see if the Town will vote to appropriate up to \$5,000 in Community Preservation Act historical funds to allow the Town Forest Committee to complete phase 2 of a Restoration Project within the town forest to preserve the remains of the Stone Bungalow; and that to meet this appropriation, the sum of up to \$5,000 be transferred from the Community Preservation Fund, Historical Preservation Account with the following stipulations: the Town Forest Committee shall obtain all required town board and town department permits and approvals prior to the disbursement of any funds, the Town Forest Committee shall enter into a grant agreement with the Community Preservation Committee prior to disbursement of any funds and unexpended funds as of June 30, 2021 being returned to their funding sources, or pass any vote or take any other action thereon.

**Article 11: Decrease Demand Fees**  
**Sponsor: Board of Selectmen**

To see if the Town, in accordance with G.L. c. 60 § 15 (2), will vote to change the fee charged by the Collector for each written demand issued from a fee of \$30 to a fee of \$15 to be added and collected as part of the tax, or pass any vote or take any other action thereon.

**Article 12: Net Zero Resolution**  
**Sponsor: Sustainability Committee**

To see if the Town will adopt the following Resolution to Adopt a Net Zero Emissions Goal:

WHEREAS, Massachusetts has adopted a carbon emissions reduction goal (as defined in the 2008 Global Warming Solutions Act) and the Patrick and Baker Administrations have taken leadership to mitigate and adapt to climate change by reducing greenhouse gas emissions and building a more resilient Commonwealth that safeguards residents, municipalities, and businesses (as outlined in the Global Warming Solutions Act and Executive Order 569); and

WHEREAS, The Town of Ashland is one of 210 cities and towns across the Commonwealth that have committed to reducing municipal energy use as part of the Green Communities Program. The Town of Ashland has been taking actions to reduce its carbon emissions, promote clean energy, and increase resilience including: installing municipal solar arrays, supporting private and public renewable energy installations, installing electric vehicle charging stations, opting for renewable electricity aggregation, promoting residential and commercial energy efficiency programs, and converting to LED streetlights, among other efforts; and

WHEREAS, More than 30 communities, including Acton, Arlington, Bedford, Boston, Brookline, Cambridge, Concord, Framingham, Lexington, Melrose, Medford, Natick, Newton, Wayland, and

Wellesley, are in the process of adopting greenhouse gas emissions reduction goals and comprehensive, cost-effective plans to achieve these goals; and

WHEREAS, Many Massachusetts communities are already feeling the impacts of a changing climate, with rising temperatures, increased flooding and more intense and frequent storms, increased health risks such as tick-borne diseases and heat-related health conditions. In addition, the state's centralized energy system and transit infrastructure is becoming more vulnerable to climate-related risks like storms and extreme temperatures; and

WHEREAS, A Net Zero community is one for which, on an annual basis, all greenhouse gas emissions resulting from operations are reduced or offset. Net Zero communities adopt multi-pronged strategies including energy efficiency, renewable energy, zero waste, and nature-based solutions to CO2 removal, such as the protection and restoration of forests, wetlands and other ecosystems; and

WHEREAS, The transition to a Net Zero community brings many potential benefits, including improved health, reduced pollution, the creation of clean energy and energy efficiency jobs, and the ability to retain more of our energy dollars in the local economy.

NOW THEREFORE be it resolved that:

1. The Town of Ashland supports a Net Zero goal of eliminating or offsetting by 2040 all greenhouse gas emissions in Ashland:
  - a. Originating from heating and cooling, electricity consumption, transportation, industry, agriculture, gas leaks, and waste streams
  - b. Including households, businesses, the municipality, institutions and utilities
2. The Town of Ashland will develop a Net Zero Action Plan by November 2020 that outlines specific strategies and sets measurable, attainable and realistic interim targets for achieving the 2040 Net Zero goal, and will provide an annual progress report to Ashland Town Meeting.
3. In developing and implementing the Net Zero Action Plan, the voices and interests of all members of the Ashland community are considered including the most vulnerable (such as seniors, low-income residents, immigrants, people with disabilities, and youth) to ensure the benefits and related costs of a transition to a clean energy economy are shared equitably by the entire community.

or pass any vote or take any other action thereon.

**Article \_13\_: Bylaw Change: Replace "Board of Selectmen" with "Select Board" in General Bylaws  
Sponsor: Board of Selectmen**

To see if the Town will vote to authorize the Board of Selectmen to petition the general court of the Commonwealth of Massachusetts to amend the Ashland Home Rule Charter; and to see if the Town will vote to amend the Ashland General Bylaws, to replace all gendered references to “Board of Selectmen” with “Select Board” or take any other action relative thereto.

**Article 14: Zoning Bylaw Change: Replace “Board of Selectmen” with “Select Board” in the Zoning Bylaws**

**Sponsor: Board of Selectmen**

To see if the Town will vote to see if the Town will vote to amend the Ashland Zoning Bylaws, to replace all gendered references to “Board of Selectmen” with “Select Board” or take any other action relative thereto.

**Article 15: Zoning Bylaw: Amend Industrial Uses in the Commercial Highway, Commercial Village, and Commercial Neighborhood District**

**Sponsor: Planning Board**

To see if the Town will vote to amend the Town of Ashland Zoning Bylaw Chapter 282, Section 3, as follows (~~cross out~~ are eliminations and **bold underline** is new language):  
Section 3.0 Use Regulations:

**PRINCIPAL USES**

<b>F. INDUSTRIAL USES</b>	<b>RA</b>	<b>RB</b>	<b>RM</b>	<b>CH</b>	<b>CD</b>	<b>CV</b>	<b>CN</b>	<b>I</b>
Mini-storage warehouse facility	N	N	N	<del>Y/N</del>	N	<del>PB/N</del>	<del>PB/N</del>	Y
Construction yard or landscaping business	N	N	N	<del>Y/N</del>	N	<del>PB/N</del>	<del>PB/N</del>	Y

or pass any vote or take any other action thereon.

# The METROWEST DAILY NEWS

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## Ashland Town Meeting commits to being net-zero by 2040 to combat climate change

By **Cesareo Contreras / Daily News Staff**

Posted Nov 21, 2019 at 6:34 PM

Updated Nov 21, 2019 at 10:48 PM

The town could accomplish the net-zero goal by reducing energy consumption, by generating its own on-site renewable energy and/or by taking advantage of more off-site energy such as wind and solar, he said. Residents could also plant more trees.

ASHLAND - Residents officially made the commitment to eliminate or offset its use of greenhouse emissions by 2040.

The action came Wednesday when Town Meeting voted in support of the Sustainability Committee's nonbinding resolution to be "net zero" within the next 20 years.

In remarks made before the vote, Sustainability Committee Chairman Matthew Marshquist made reference to a 2018 report from the Intergovernmental Panel On Climate Change that states the Earth's population has about 11 years to make the "transformative changes" needed to adequately combat the effects of climate change.

A key finding in the report, he said, is that the Earth needs to restrict its average temperature rise to under 1.5 degrees Celsius (2.7 degrees Fahrenheit) in the next decade or so to "avoid the catastrophic impacts of climate change."

"Just 0.5 degrees Celsius means vastly different things for humanity and the planet – 10 million more people exposed to sea-level rise without adaptation. ... 60 million more people exposed to drought," he said.

To accomplish that goal locally, the town will have to develop a plan to offset or eliminate its use of greenhouse gasses, Marshquist said. Other communities have approved net-zero resolutions, including Lexington, Somerville, Natick, Bedford and Newton.

“A net-zero community is one for which on an annual basis, all greenhouse gas emissions,” he said, specifying that it would include offsetting emissions from transportation, households, businesses and the municipality itself.

Not all homes and buildings need to have zero greenhouse emissions for the town to be net zero, he said. It just means that all greenhouse emissions need to be offset in some way to equal zero.

The town could accomplish the goal by reducing energy consumption, by generating its own on-site renewable energy and/or by taking advantage of more off-site energy such as wind and solar, he said. Residents could also plant more trees.

While most residents who spoke about the net-zero resolution supported it, James Morrissey was concerned about the possibility of the town potentially implementing a carbon tax, which would impose fees on property owners who burn fossil fuels.

Town Manager Michael Herbert said it was too early to speculate on how the town will implement the net-zero goal, but that it will look into “proposing anything reasonable to accomplish that goal.”

With the resolution now approved, the next step is for the Sustainability Committee to work with the town’s sustainability coordinator – who is in the process of being hired – to develop a net-zero plan by fall 2020.

All other articles on the warrant passed, save for Article 11, which would have decreased demand fees. That article was withdrawn because the Select Board is exploring other options rather than decrease fees, Herbert said.

*Cesareo Contreras writes about environmental issues and technology for the Daily News. He can be reached at 508-626-3957 or [ccontreras@wickedlocal.com](mailto:ccontreras@wickedlocal.com). Follow him on Twitter [@cesareo\\_r](https://twitter.com/cesareo_r).*



## Climate group criticizes Sherborn sustainability plan

By Cesareo Contreras / Daily News Staff

Posted Sep 10, 2019 at 6:04 PM

The Upper Charles Climate Action Node, the group that put the article on the Sherborn town warrant, wants the town to conduct a search for a sustainability coordinator.

SHERBORN – Town Planner Gino Carlucci may soon have more work on his plate.

Over the last few months, the Sherborn Select Board has contemplated how to bring a sustainability coordinator to town after residents at Town Meeting in April supported a petition article authorizing the board to create the position.

In July, the town was given access to \$50,000 from the state for a sustainability coordinator to serve both it and neighboring Holliston.

But instead of creating a new position, the Select Board is contemplating expanding the town planner's job description to include the responsibilities of the sustainability coordinator.

That has members of a local climate change advocacy group that successfully put the petition article on the warrant to believe the board has lost sight of the article's intent. They believe the board should conduct a thorough candidate process to ensure the best person for the job is hired.

During its meeting on Thursday, the Select Board will hear from that group and from the public before voting on whether to update the town planner's job description.

The Upper Charles Climate Action Node, the group that successfully put the article on the warrant, provided a four-page job description with its petition article that outlines what it believes the sustainability coordinator's responsibilities should be.

The coordinator's main purpose would be to help the town be more environmentally conscious and sustainable. Some of the ways this would be accomplished include working with various town and school employees to promote green projects and initiatives; seeking outside grant funding from the state and other sources; and writing regular reports outlining the town's progress in becoming more sustainable, the group wrote.

The group recommends the coordinator work 20 hours a week and be paid an annual salary of \$30,000, with \$9,000 in benefits.

Town Administrator David Williams said Carlucci, who works for the town part-time at about 22 hours a week, is already doing some of the work a sustainability coordinator would perform, such as applying for grants. Williams said that by expanding Carlucci's role and working hours, the Select Board will not have to go through the lengthy process of conducting a candidate search and training a new town employee.

"Although the Sherborn Select Board is still exploring its options, I believe the proposed structure is an expeditious, yet incremental, way of getting the sustainability effort off the ground utilizing the \$50,000 grant from the state for the benefit of both towns, and is a responsible use of the public's tax dollars," Williams wrote in an email to the Daily News.

But resident Fred Cunningham, who is part of the Action Node, said it's important the Select Board have more of an official candidate search. He said many in town don't know about the town planner's qualifications, or if he is fit to serve in the position.

"So our request on (Sept. 12) is for them to change their focus a little bit and not just put (13) hours on the town planner on top of his part-time job, but to do the right thing, which is complete a job description, post it and get candidates," Cunningham said.

Williams said as part of the updated job description, he would recommend the Select Board allow the town planner to work up to 35 hours a week, with the added 13 hours to be spent solely on sustainability efforts.

Sherborn would use about \$30,000 of the \$50,000 of state money to pay for that increase for the remainder of the year. Holliston would then be able to use the remaining \$20,000 for its own sustainability consultant, he said.

Holliston has not approved any of this in public yet and the two towns are still in the middle of the drafting process of their inter-municipal agreement, which will outline how the money and services are shared, Williams said.

Carlucci touted his years of experience and his ability to take on the new role, noting he had previously served as director of environmental affairs in New Orleans and that he holds a master's degree in urban regional planning from the University of New Orleans.

"I have written millions of dollars worth of grants," he said in a phone interview. "I think I am certainly more than qualified. I have been doing virtually all of the tasks that were listed already and that I have significant qualifications for that position."

Should the board vote in support of the updated job description, it will then be reviewed by the Personnel Board on Sept. 18, Williams said.

More than a dozen other Massachusetts communities have hired sustainability coordinators in the last decade, including Natick, Framingham, Newton, Medford, Greenfield, Northampton and Somerville.

*Cesareo Contreras writes about environmental issues and technology for the Daily News. He can be reached at 508-626-3957 or [ccontreras@wickedlocal.com](mailto:ccontreras@wickedlocal.com). Follow him on Twitter [@cesareo\\_r](https://twitter.com/cesareo_r).*

# WARRANT ARTICLE 51

## Warrant Article 51– Concord’s Energy Goals

To determine whether the Town, informed by the Paris Climate Agreement of 2015, will vote:

- (a) to align the energy goals of the Town of Concord with the Massachusetts Global Warming Solutions Act of 2008 to achieve a minimum 25% town-wide reduction in Green House Gas (GHG) emissions by 2020 and an 80% reduction by 2050 from the baseline established in 2008; and
- (b) by 2030, as an intermediate goal, to urge CMLP to reduce GHG emissions of its power supply portfolio and to offset any residual GHG emissions of its electricity supply through the purchase of RECs or other offsets, with the understanding that this may increase the cost of energy purchased by CMLP and may require increases in electric rates;

and further, to determine whether the Town will vote to raise and appropriate or transfer from funds available in the Treasury, the sum of \$100,000, or any other sum, to be expended under the direction of the Town Manager for the purpose of engaging one or more consultants for the purpose of developing and making publicly available an operational plan to achieve said goals; and further, to determine whether the Town will vote to raise and appropriate or transfer from available funds in the Treasury, the sum of \$100,000, or any other sum, to be expended under the direction of the Town Manager for the purpose of hiring a Director of Energy (or other title), on an on-going basis, to be accountable to the Town Manager for recommending policy and measuring progress toward meeting these goals and implementing the operational plan, as well as tracking and assessing new energy technologies and funding opportunities, or take any other action relative thereto.



# Select Board approves sustainability office committee

By **Alex LaCasse**

Posted Jun 6, 2019 at 5:45 PM

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EXETER -- The Select Board unanimously voted this week to create a town committee as the first step in formalizing the voter-approved sustainability office.

The committee will be composed of seven volunteers, a Select Board representative, a representative from the Parks and Recreation Department and a representative from the Planning Department. Following the vote, Select Board chairwoman Kathy Corson urged residents to apply to serve on the committee.

A group of more than a dozen volunteers calling themselves the Sustainability Office Advocates (SOA) presented a significant amount of the research into how other towns have implemented sustainability offices of their own.

They discussed how the office would fit into the town government structure and presented recommendations for advancing the formal establishment of the office.

According to the group's presentation, SOA volunteers envisioned a future sustainability coordinator serving in a "cross-functional" capacity under the town manager. The coordinator would lead a team working to improve sustainable practices within town departments, develop initiatives to address climate impacts from various types of development, and provide education and support to residents to better promote sustainable living in the midst of pending environmental challenges.

"62 percent of Exeter voters who approved this warrant article expect and want us to act on the spirit and intent of the warrant article by taking action in 2019," SOA member Terrie Harman said. "We are facing critical water, climate and environmental threats, and we're already far behind the eight ball in addressing them."

The establishment of the sustainability office passed in March's election as a citizen's petition by a vote of 1,409-866. The warrant article, however, did not legally appropriate the funds needed to hire a part-time sustainability coordinator. The sustainability office petition was technically passed in an advisory capacity until funding is approved at next year's Town Meeting.

Members of SOA recommended the town finalize a job description for the sustainability officer before the end of the year. SOA members also recommended incorporating sustainable practices into major projects, such as the redesign and expansion of Recreation Park and the library renovation.

"(These recommendations are) ambitious for a volunteer committee and will require the participation of town officials until a sustainability coordinator is in place, since some functions cannot be done solely by people in a volunteer status," SOA member Derek Haddad said. "The sustainability officer would not need a significant budget in the beginning as much of the initial work is relationship building, organization, submitting grant and funding requests, and providing educational resources for town citizens."

Selectman Niko Papakonstantis applauded the work of the SOA members for contributing a significant amount of leg work to jump-start the sustainability office.

"The work you've done has saturation in the community, you can see it on social media, and you can see it in the schools," Papakonstantis said, addressing SOA members. "Your recommendations for 2019 are very well thought-out."

Selectwoman Anne Surman said with the Sustainability Advisory Committee now established, she wanted to have a conversation in the near future about how and where the office would fit into the town government.

"The devil is in all the details," Surman said. "We're in favor of all the concepts but the tough part is going to be figuring out where it belongs, and how does it fit in?"

Town Manager Russ Dean said the most likely scenario would be the town hiring its first sustainability coordinator in the second half of 2020, assuming a budget item appropriating the funds passes in the next Town Meeting.

“One of the roles of the Sustainability Committee would be to actually begin putting together a more formal budget for that particular office,” Dean said. “We would try to make a determination to see where that potentially fits in our organizational structure.”

# ROAD TO 100% RENEWABLES

MASS POWER FORWARD CAMPAIGN HANDBOOK



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# WHY IS LOCAL ACTION IMPORTANT?

Our dependence on dirty energy like oil and gas pollutes our air and water and harms the health of Massachusetts' communities. Pipelines threaten our safety and our green spaces. Pollution from fossil fuels are changing our climate, contributing to sea level rise and increasing the frequency of droughts, severe storms, and other damaging weather events.

This unprecedented threat is also an unprecedented opportunity to create clean energy jobs, develop sustainable neighborhoods, and clean up our air and water. With our state and federal governments considering multi-billion dollar investments in fossil fuels, now more than ever we need to lead a clean energy revolution from the ground up and show that we can get 100% of our energy from clean sources. We can live better lives while creating good jobs, making great neighborhoods, and saving our green space.

## ***How does switching to clean energy help everyone?***

A switch from dirty to clean energy helps communities in several ways:

- ✓ It puts the power and the solutions in the hands of our communities
- ✓ It creates sustainable jobs - clean energy solutions generate good safe jobs
- ✓ It protects green spaces - investing in clean energy and energy efficiency will help prevent the expansion of fossil fuel infrastructure that threatens our natural landscapes
- ✓ It protects coastlines - immediate major reduction of greenhouse emissions is necessary to stabilize sea levels
- ✓ it cleans up our air and water - the more clean energy we put into place, the more dirty energy we can take offline

## ***Is it possible?***

Though a 100% clean energy future may sound daunting, it is possible! Studies from major universities and institutions — including Stanford University, the University of Delaware, the National Renewable Energy Laboratory, the U.S. Earth System Research Laboratory, and others — have shown that a 100% clean electric grid is within reach. Communities like San Diego CA, Burlington VT, Boulder CO, and Rochester MN have all committed to 100% renewable energy, along with major corporations such as Amazon, Google, and Johnson & Johnson.



As we transition to 100% clean energy, as much of that energy as possible should come from local sources, like wind and solar installations in New England. That way, we can maximize the economic and environmental benefits for our communities, while ensuring that the dollars we spend are resulting in more clean energy on the grid.

### ***Why local action and local projects?***

Local action and local projects are good for two reasons: they let your community make choices based on your values and priorities, and they prove that climate change solutions work. Your town gets to decide what our energy future looks like, and prove to state policy makers that communities can. We can set the example at the local level and show that it is possible to clean up our state and transition to a clean energy future!

Across Massachusetts, cities and towns are already leading the way towards 100 percent renewable energy. For example:

- ✓ New Bedford has installed 16 megawatts of solar to power its municipal facilities, and more than a third of the vehicles in its municipal fleet are electric vehicles.
- ✓ Cambridge has adopted a Net Zero Action Plan, laying out steps for the city to reduce carbon emissions from its buildings by 70 percent by 2040.
- ✓ Sutton has received \$440,000 in funding for energy efficiency upgrades for municipal buildings through the Green Communities program.



## ABOUT THE CAMPAIGN

The 100% Renewables Town and Cities Campaign looks to empower and give resources to community members working to make their city less dependent on fossil fuels. Over 25 cities towns and cities in the United States and Canada have passed 100% Renewable Energy resolutions, and have been successful in decreasing their town's dependency on fossil fuel.



Here in Massachusetts, 100% renewable towns and cities campaign has two goals:

1. **GOAL ONE:** Persuade municipalities across Massachusetts to pass a non-binding town or city resolution setting a goal of 100% renewable energy for all
2. **GOAL TWO:** Persuade each of these municipalities to undertake 1-2 concrete projects to promote clean energy, energy efficiency, etc.

Note that these goals can be pursued in either order. Some towns and cities will work first on passing a nonbinding resolutions, and from there, figure out how to bring specific clean energy projects to their town. In other towns and cities, there are already active efforts underway to reach Green Communities status, build a municipal solar project, pass a Net Zero resolution, etc, and so it makes more sense to support these concrete efforts first, using the language of 100% renewable energy, and pass a non-binding 100% renewable energy resolution later.

Mass Power Forward, which is a statewide coalition of more than 200 environmental, community and social justice groups, is the primary organization pushing this campaign forward. The primary groups working on this within Mass Power Forward are Massachusetts Climate Action Network (MCAN), Environment Massachusetts, Clean Water Action, 350 Mass, and Boston Climate Action Network. We encourage partnering with local organizations wherever possible!

This document includes

- A timeline for passing a resolution
- A sample of a municipal resolution
- Materials for implementing concrete projects, including the Mass Power Forward Checklist, suggested policies and projects, and a link to further information on each



# GOAL ONE: HOW TO PASS A 100% RENEWABLE ENERGY RESOLUTION IN YOUR TOWN OR CITY



- 1) Read this handbook and educate yourself about the campaign!
- 2) Learn about how decisions are made in your town or city:
  - a) Do you have a town meeting style of government? If so, when does town meeting happen? Is it a representative town meeting, or an open town meeting? [Learn more about town meeting here.](#)
  - b) Do you have a city council? How many city councillors are there? Who are they? Are they generally supportive of clean energy? Where does your mayor stand?
- 3) Research your town's progress on clean energy to date
  - a) What has the city well? What can still be done?
  - b) The checklist at the end of this handbook may be helpful for assessing your town's progress
- 4) Have some kind of informational meeting for community members, and form a team
- 5) Educate active people in town government (e.g. Board of Selectmen, city councillor, people on key committees) on the need to set a goal of reaching 100% renewable energy
- 6) Spread the word! Go on public access TV, put articles in the local paper, bring speaker to town, hold public events (e.g. at the elementary school)
- 7) *For town meeting style of government:*
  - a) Draft a town meeting warrant article using sample below
  - b) Get enough signatures to submit the warrant article to the town (you may need 10 or 20 - depends on the town)
  - c) Submit the warrant article to the town government
  - d) Meet with selectmen and encourage them to offer their support
  - e) Get the word out and encourage fellow citizens and/or town meeting members to vote yes!
- 8) *For City Council style of government:*
  - a) Meet with City Councillors to gauge support
  - b) Work with a City Councillor to draft a resolution
  - c) Get the City Councillor to submit the resolution to the City Council
  - d) Participate in city council committee hearings as needed! Turn out supporters to give testimony in support of the resolution
  - e) Turn out big for the City Council vote!
  - f) If the City Council passes the resolution, push the mayor to vote yes!
- 9) Help follow through and implement next steps -- use momentum provided by the warrant article to push for clean energy projects in your town or city

# SAMPLE RESOLUTION

Resolution of the City Council of the City of CITY NAME in support of 100 percent renewable energy

WHEREAS, too much of Massachusetts' energy comes from fossil fuels that pollute our air and water and alter our climate; and,

WHEREAS, Massachusetts communities are already feeling the impacts of climate change; and,

WHEREAS, the City of CITY NAME is already taking action to reduce its carbon emissions and promote clean energy, including LOCAL EXAMPLES (e.g., energy efficiency retrofits of all municipal buildings and the installation of solar panels on the city landfill); and

WHEREAS, clean energy has brought many benefits to Massachusetts, including reduced pollution, tens of thousands of clean energy jobs, and more of our energy dollars retained in the local economy; and

WHEREAS, Massachusetts has historically been a leader in the fight against global warming, and has a responsibility to continue to set a positive example for other states and countries to follow; and

WHEREAS, Massachusetts can get 100 percent of its energy from clean, renewable sources by harnessing its abundant solar and wind resources, and taking advantage of innovations in energy efficiency, green transportation, energy storage, and other technologies; and

WHEREAS, the transition to 100 percent renewable energy should promote employment opportunities and economic growth in our communities, facilitate local control and ownership over energy options, and bring tangible benefits to low-income residents and others who have historically been disadvantaged by our energy system;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of CITY NAME, in the County of COUNTY NAME, Commonwealth of Massachusetts, that Massachusetts should commit to a goal of 100 percent clean, renewable energy, and move as quickly as possible to achieve that goal;

AND BE IT FURTHER RESOLVED that leaders in the Legislature and statewide elected and appointed officials are urged to do everything in their power to bring Massachusetts closer to 100 percent renewable energy, and ensure that the benefits of renewable energy are realized by Massachusetts residents from all walks of life;



AND BE IT FURTHER RESOLVED that the City of CITY NAME will commit to a goal of 100 percent renewable energy, and its officials and staff will consider all municipal decisions in light of whether they will bring the City and its residents, businesses, and institutions closer to 100 percent renewable energy;

AND BE IT FURTHER RESOLVED that the City of CITY NAME will avoid taking actions that could increase the use of fossil fuels or delay the transition to 100 percent renewable energy;

AND BE IT FURTHER RESOLVED that the City of CITY NAME will take actions to promote clean energy and reduce fossil fuel use, including:

- EXAMPLE
- EXAMPLE



## GOAL TWO: HOW TO IMPLEMENT CONCRETE CLEAN ENERGY PROJECTS IN YOUR TOWN OR CITY

- 1) Educate yourself using materials provided – check out policy tiers below and [policy fact sheets](#).
- 2) Assess your town's progress to date. Use the Mass Power Forward checklist below to assess your town's tier ([link for identical printable checklist](#))
- 3) Have some kind of informational meeting
- 4) Form a team, and decide what concrete measures are appropriate for your municipality, based on the suggestions below
- 5) Educate active people in town government (e.g. Board of Selectmen, city councillor, people on key committees) and work with them to figure out next steps for moving the project forward
- 6) Spread the word! Go on public access TV, put articles in the local paper, bring speaker to town, hold public events (e.g. at the elementary school)
- 7) Help follow through and implement next steps



# MASS POWER FORWARD CLEAN ENERGY CHECKLIST

This checklist is intended to help you understand how much your town has already done on clean energy and climate change, so you can target your next steps. Check a box if your town has done an action, or is well on its way to completing it.

**You should be able to sit down with someone from your town/city government and fill this out.**

## Energy efficiency

- Completed energy audits in municipal buildings to identify energy-saving opportunities
- Implemented energy efficiency upgrades in municipal buildings:
  - Installing LED or high-efficiency fluorescent interior lights
  - Installing occupancy sensors to automatically turn lights on and off as needed
  - Installing new, high-efficiency heating and cooling equipment
  - Installing an energy management system
  - Weatherizing the building (for example, by installing additional insulation or high-performance windows)
  - Instituting a program to encourage building occupants to reduce energy use by modifying their behavior, such as turning off equipment when not in use
- Converted streetlights to LED fixtures
- Created a local outreach program to help connect residents and businesses with energy efficiency audits and upgrades
  - Mass Save program outreach for homes
  - Mass Save for businesses and institutions

## Town Workings

- Established a committee to focus on energy, climate, and/or environmental issues
  - Local, volunteer-led
  - Municipal government-level committee
- Applied for Green Communities status under the Mass. Dept. of Energy Resources
- Received Green Communities status
- Applied for grants for energy upgrades from the Green Communities program
- Received Green Communities grants
- Completed a greenhouse gas inventory
- Created a climate action plan
  - If so, has it been updated in the last 5 years?
- Hired an energy manager or sustainability manager
  - If not, is there another staff person who is responsible for implementing clean energy and energy efficiency improvements?



### Clean energy

- Community choice aggregation passed (also known as "municipal aggregation")
  - With at least 5 percent additional Class I renewable energy?
- Community choice aggregation implemented
- Municipal operations' electricity from clean source
- Participated in MassCEC's Solarize Mass program
  - If not: have you created a similar program to connect residents and businesses with solar installations?
- New buildings required to be "solar-ready"
- Solar installed on school buildings
- Solar installed on capped landfill
- Solar installed on town buildings
- Solar installed on town parking lots (e.g., solar canopies)
- Wind turbines installed or wind energy purchased

### Transportation

- Adopted a Complete Streets policy, requiring streets to be designed with the needs of all users in mind (including cyclists and pedestrians)
- Installed bike lanes
  - Are they being updated?
- No idling by-law in place
- Street planning like traffic calming patterns and roundabouts being implemented
- Permeable paving for parking lots, etc
- Installed electric vehicle charging stations that are open for the public to use
- Purchased electric vehicles for town fleet
- Purchased electric transit buses or schoolbuses

### Other Sustainable Actions

- Created a bulk purchasing and outreach program for renewable heating technologies (e.g., solar hot water, air source heat pumps)
- Composting programs
- Recycling for hard to recycle items such as styrofoam, lids, etc
- Tree plantings

### Adaptation

- Adaptation plan for increased heat waves, stronger storms
- If coastal, sea level rise adaptation plan

**Next, count up the number of checkmarks on your sheet.**

1-7) If you have checked 7 items or less, your town is just starting down the path to sustainability. We would put you in the category of a "beginner" town. This is exciting, because it means you have LOTS of things you can do to make things



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better! However, it also means you will probably need to do some education of people in your town, including town staff. But don't worry, we have materials to help you do this.

8-15) If you checked 8-15 items, your town is on it's way to becoming a clean energy powerhouse. We would put you in the category of an "intermediate" town. The great news is that means you can still pick some low hanging fruit and do some fairly simple things that make a big difference. It also means there is a general level of knowledge about climate and clean energy issues, and it is probably a priority for people in town.

16-33) If you checked more than 10 items, you are a very active and sustainable community. We would put you in the category of an "advanced" town. This means you have done a lot, which is wonderful, but it also means the stuff that is left is harder to do. The great news is that being advanced means your town is pretty knowledgeable about climate change and committed to making the changes to become a truly sustainable town, and you get to be on the cutting edge of towns in MA making strong commitments to solutions.

### **So now what?**

Now you are ready to get started! See our list of policy and project recommendations for each tier (beginner, intermediate, advanced). We have narrowed this down to the top things that you can do as a town to cut pollution and make your town into a clean energy powerhouse. Then, check out the fact sheets, which include information on each policy recommendation!



# SPECIFIC POLICY RECOMMENDATIONS:

## Beginner towns

1. Do a **greenhouse gas inventory** to identify the largest sources of global warming pollution in the community. Create a basic climate action plan for the town. (short-term)
2. Conduct an **energy efficiency audit** of all municipal buildings, including schools, and complete all energy efficiency upgrades with a payback period of 10 years or less. Additionally, convert streetlights to LED fixtures. (medium-term)
3. Join the Commonwealth's **Green Communities** Program, which provides funding for local clean energy and energy efficiency projects. (long-term)
4. Adopt a **Complete Streets policy**, requiring roads to be designed in a way that is safe and accessible for all users, including cyclists and pedestrians.

## Intermediate towns

1. Pass **community choice aggregation** (which allows the municipality to choose a default source of electricity for residents and businesses), with at least 5 percent additional Class 1 Renewable Energy Credits beyond what the state requires.
2. Advance municipal policies that **promote solar power** in public and private development through "solar-ready" requirements on new construction, renewable energy development on public buildings and community-wide solar challenges such as the Solarize Massachusetts program.
3. Increase access for all to **electric vehicles** through town purchases of electric buses, increasing the percentage of electric vehicles in town fleets, and installing electric vehicle charging stations that are open for the public to use.

## Advanced towns

1. Create an **energy efficiency program** with a strong emphasis on serving renters and low-income families.
2. Create a **net zero plan**, setting out a roadmap to achieve zero emissions for buildings and transportation.
3. For communities with existing climate action plans, update the local climate action plan to incorporate **environmental justice and equity principles**.
4. Create a community outreach and bulk purchasing program to increase the adoption of **renewable heating technologies**, such as solar thermal, geothermal, and air source heat pumps.

A reminder: it might be tempting to go for the big guns, even if you are in a beginner town. We don't recommend that - we want you to WIN in your first campaign (and second, and third).



## OTHER RESOURCES:

- Now that you've picked the policy to focus on, the next step is to advocate for your city or town officials to adopt that policy. We have prepared fact sheets about each of the above policy recommendations, with basic information about how to get started, stories of towns that have already taken action, and links to other online resources. You should share these fact sheets with your local officials, bring them to events, etc. You can access the fact sheets at <http://mapowerforward.com/100re>.
- Want to host a 100% Renewable Towns and Cities campaign kick-off event to raise community awareness and garner interest? Email Emily Kirkland, [Emily@betterfutureproject.org](mailto:Emily@betterfutureproject.org), for our event planning guide!
- Questions? Concerns? Ideas? We'd love to hear from you and put you in touch with other local activists in your area!  
Contact info:

Ben Hellerstein, Environment Massachusetts,  
[ben@environmentmassachusetts.org](mailto:ben@environmentmassachusetts.org)

Carol Oldham, MA Climate Action Network,  
[carololdham@massclimateaction.net](mailto:carololdham@massclimateaction.net)

Joel Wool, Clean Water Action, [jwool@cleanwater.org](mailto:jwool@cleanwater.org)

Emily Kirkland, 350 Mass, [emily@betterfutureproject.org](mailto:emily@betterfutureproject.org).





## Greenhouse Gas Inventory

Air pollution from fossil fuels, like carbon dioxide and methane, causes climate change. A first step to figuring out where to focus your town's clean energy efforts is to do an inventory of where your pollution is coming from, or a Greenhouse Gas Inventory.

### What is a Greenhouse Gas Inventory?

A Greenhouse Gas (GHG) Inventory estimates the amount of greenhouse gas emissions from a town or city, as well as by power plants that supply electricity to the town's customers. An inventory usually lists the energy use and resulting emissions of municipal buildings, residences, and businesses. Emissions come from categories like:

- Electricity
- Building heat (oil and natural gas) in commercial, residential and municipal buildings
- Transportation (gasoline and diesel)
- Waste, or garbage

### Why is it important to know where our greenhouse gas pollution is coming from?

It is important to do an inventory in order to get a baseline estimate of the energy use and GHG emissions within your community, so that GHG emission reduction targets can then be set. This will help your town figure out where you can have the most impact.

This is just one tool in a toolkit for involving town officials and residents in making your town more sustainable.

### What are the steps for doing a GHG Inventory?

1. Pull together a team and divide up the work.
2. Figure out the scope of your inventory. (Are you looking only at municipal operations or at the community as a whole?)
3. Identify the base year. (You can use Mass Save's data from 2013.)
4. Identify sources of data for inventory (see below).
5. Collect and categorize data.
6. Calculate base year emissions.
7. Think about how to use this data. How can you involve your community in next steps?
8. Once you have a clear idea of where your climate change causing pollution is coming from now, you need to make a plan! Check out our fact sheet on how to make a climate action plan.

### Data Sources

- **Electricity**
  - Utility Companies ([National Grid](#), [Eversource](#)) are the main places to get data on electricity usage for towns. This can be broken down by residential and commercial use.
  - Mass Save has a [data tool](#). Click on your town on the map, and you will get data (only for 2013) on residential and commercial electricity and natural gas usage.
  - If your town or city has a Community Choice Aggregation program, the utilities are required to give your community data on electricity use.
  - In order to get data on municipal buildings, look at the town's utility bills. It is helpful to separate out the municipal energy use, in order to compare emissions from municipal, commercial, and residential buildings.
- **Building heat (oil and/or natural gas)**
  - Utilities can provide data on natural gas usage (see Mass Save link above). The number of homes or businesses using natural gas can be subtracted out from the total number of homes or businesses to get an estimate of heating oil use.
  - There is U.S. Census data on [type of home heating fuel](#). Click on the link below, put in the town or city, and then click on "Physical Housing Characteristics" under "2014 American Community Survey."
- **Transportation**
  - For [car emissions data](#), you can contact the Metropolitan Area Planning Council. They have compiled data from the Registry of Motor Vehicles, and can give you the number of cars owned, the years of the cars, and the miles driven.
- **Waste**
  - Data on the amount of waste being landfilled or incinerated, and the associated emissions, can be obtained from the waste diversion facility itself. You can use this [EPA calculator](#) to calculate emissions from waste.
- **Calculating emissions**
  - The EPA has an [online tool](#) to calculate carbon dioxide emission equivalents for burning gasoline and using electricity, heating oil and natural gas:
  - Local Governments for Sustainability (ICLEI) also has an online tool for calculating GHG emissions called [ClearPath](#), and it is free for all local governments to use.

## Success Stories

### Lexington

Sustainable Lexington had a team of five people and two volunteer interns conducting their inventory. They used 2012 as a base year, and got emissions data for electricity, heat, transportation, waste disposal, and food production/consumption. All of the data was local except for food. They also later added data from natural gas leaks, which added 10% to the town's total emissions.

The inventory revealed that 66% of the town's emissions were coming from buildings, and that almost a third of total emissions were from industry. The inventory also showed that only 2% of emissions were from municipal buildings. Mark Sandeen (from Sustainable Lexington and MCAN) presented this information to the town so that they could move forward on setting reduction targets and taking action. Actions that Lexington is taking include setting up Community Choice Aggregation and writing a plan for the town to go Net Zero.

### Brookline

The inventory in Brookline was completed primarily by Alan Leviton, a retired engineer active in MCAN and in Climate Change Action Brookline. He used 2009 as the base year, and calculated emissions for electricity, heat, and transportation.

To help get data from the utilities, he contacted Representative Frank Smizik, who sits on the House Committee on Global Warming and Climate Change. Representative Smizik put him in touch with sources at Eversource and National Grid who helped provide Alan with the data on electricity and natural gas usage that he needed.

Alan used U.S. Census data to get the percentages of homes in Brookline that use oil and natural gas, as well as DOE data on BTUs per square foot for oil and natural gas, to calculate emissions for oil and natural gas heat. The inventory showed that, similar to Lexington, municipal buildings produced only 2% of emissions, while commercial buildings produced 25-30%, and residential buildings produced 60-70%. The inventory also showed that electricity use generated about one third of all emissions.

Based on these findings, the town focused on reducing emissions from residential buildings, including a big push for Mass Save audits and weatherization, increasing the number of homes with solar panels with Solarize Mass, and setting up a Community Choice Aggregation program that provides 25% of energy from renewables.

## Writing A Climate Action Plan

Climate Change is impacting our towns and cities, our families and neighborhoods. Your town can be a part of the solution, and becoming sustainable and climate friendly as a community starts with making a plan. Working with your neighbors and your elected officials, you can get from where you are today to a better world.

### What is a Climate Action Plan?

A Climate Action Plan (CAP) is a document that outlines a strategy to reduce Greenhouse Gas emissions. By setting goals and priorities for reducing emissions, a climate action plan provides a framework for achieving those goals.

### How is It different from a Sustainability Plan or a Climate Resilience Plan?

A CAP is a framework of strategies for reducing GHG emissions and mitigating climate change. A Sustainability Plan is generally broader in scope, and addresses many more environmental issues, such as those related to solid waste, water use, and land conservation. A CAP may touch on these areas as they pertain to climate change, and it often makes sense for a CAP to be part of a larger Sustainability Plan.

A climate resilience or adaptation plan differs from a CAP in that it addresses the expected impacts of climate change, such as sea level rise and extreme weather event, rather than the mitigation of climate change. Communities should ideally develop both of these types of plans, and focus on initiatives that will help to both reduce GHG emissions and also reduce the effects of climate change. An example of this is green roofs, which both reduce energy consumption and lower emissions from heat use, and also reduce stormwater runoff resulting from increased precipitation.

### Why Is a Climate Action Plan important?

A Climate Action Plan is important because it helps your town prioritize the actions you need to take to reduce your climate impact, and it provides a framework and a roadmap for implementing actions and policies. Writing a plan allows everyone to be involved in prioritizing actions, and facilitates coordination among town officials and departments.

### What are the steps to writing your plan?

1. Determine your leadership team, advisory council, and responsibilities.
2. Determine the scope of the plan - what areas of energy use will it address?
3. Come up with a strategy for communicating with and engaging all stakeholders and community members. (see our fact sheet on integrating equity into climate planning, here: <http://bit.ly/2h3ssRh> )
4. Complete and analyze GHG inventory (baseline emissions) if this hasn't been done.
5. Set goals and GHG emissions reductions targets.

6. Identify initiatives and implementation measures to reach emissions reduction goals. Consider using SMART (Specific, Measurable, Attainable, Relevant, and Timely) criteria for developing initiatives.
7. Quantify the potential impact of the initiatives, and prioritize initiatives.
8. Develop a plan for implementation.
9. Establish metrics for tracking and reporting progress toward goals.
10. Draft the plan, get feedback, and edit your plan.
11. Implement the plan - and don't forget to track and report your progress!

### **A Success Story from Brookline:**

Brookline was one of the first communities in Massachusetts to address climate change. The town did an inventory of greenhouse gas emissions in 2000, and wrote the first Climate Action Plan in 2002. While the town took a number of steps to reduce emissions based on that plan, they wanted to do more.

In 2008, Climate Action Brookline presented a warrant article to town meeting, which passed overwhelmingly, to create a 15 member Climate Action Committee. The committee then did another baseline emissions inventory, and rewrote the Climate Action Plan in 2012. The goal, consistent with the MA Global Warming Solutions Act, is to reduce greenhouse gas emissions 25% from 1990 levels by 2020, and 80% by 2050. To write the plan, a subcommittee reviewed plans from around the US and the world, and then solicited public input online and in meetings for actions to take to reduce emissions. The subcommittee then ranked over 150 possible actions, and established rating criteria such as carbon savings, cost, and feasibility.

They narrowed the list of actions to 37, and grouped them into 6 categories such as energy efficiency, renewable energy, and food and agriculture. As a result of Brookline's Climate Action Plan, the town has implemented measures such as "Green Homes Brookline," to increase the number of home energy audits and weatherizations, Solarize Mass, which increased the number of homes with solar panels, and Community Choice Aggregation, which will increase the amount of energy from renewables that the town uses for electricity.

\*The steps for writing a Climate Action Plan are based on the recommendations in the "Climate Action Planning Guide," developed by the Climate Smart Communities Program of the New York Energy Research and Development Authority.

([http://www.midhudsoncsc.org/documents/CAP%20Guide\\_MAR%202014\\_FINAL.pdf](http://www.midhudsoncsc.org/documents/CAP%20Guide_MAR%202014_FINAL.pdf))



## Energy efficiency for municipal buildings and facilities

Investing in energy efficiency is one of the most important steps we can take to reduce our fossil fuel use and achieve 100 percent renewable energy.

City and town governments can take several steps to make schools, municipal offices, police and fire departments, and other public buildings more efficient. By maximizing the energy efficiency of municipal buildings, local governments can reduce their energy use, cut down on pollution, save taxpayer money, and set a positive example for residents and businesses in the community to follow.

The American Council for an Energy-Efficient Economy estimates that we can reduce our use of energy by 40-60% by 2050 through energy efficiency measures. Cities and towns can achieve major gains in energy efficiency today, and realize the benefits for years to come.

### **First step: Complete an energy audit.**

Typically, the first step towards improving the energy efficiency of municipal buildings is to complete an energy audit. Trained professionals will evaluate various aspects of the building — including lighting, heating and cooling systems, appliances, and insulation — to identify opportunities for energy savings. Often, an energy audit will include an estimate of how long it will take for each efficiency measure to pay for itself through reduced energy costs — known as the “payback period.”

These audits are available to most municipalities through the Mass Save program (except for cities and towns that are served by a municipal utility).

Some communities choose to enter into an energy performance contract, where local officials hire a contractor to identify and carry out energy efficiency upgrades, with the costs of the contract typically covered by the energy savings.

### **How can we make municipal buildings more efficient?**

According to a [recent survey](#) of 191 cities and towns conducted by the Environment Massachusetts Research & Policy Center, these are the most common energy efficiency measures implemented by municipalities in Massachusetts:

- Installing LED or high-efficiency fluorescent interior lights. (82.2%)
- Installing new, high-efficiency heating and cooling equipment. (71.2%)
- Installing occupancy sensors to automatically turn lights on and off as needed. (70.2%)
- Weatherizing the building (for example, by installing additional insulation or high-performance windows). (66.0%)

Other common energy efficiency practices include:

- Installing an energy management system. These systems help to optimize a building's energy performance by enabling the control and monitoring of building facilities, such as heating and cooling equipment, by computer.
- Installing variable frequency drives (VFDs) to decrease motor speed in heating and cooling systems when possible.
- Instituting a program to encourage municipal employees to reduce energy usage through their behavior.

### **What funding and support is available for municipal energy efficiency efforts?**

- The Massachusetts Department of Energy Resources has assembled a list of [recommendations and resources](#) for communities interested in energy efficiency upgrades.
- The [Mass Save](#) program provides energy audits for municipalities that are served by investor-owned utilities (rather than municipal utilities). Mass Save also helps to identify incentives and financing opportunities for energy efficiency upgrades.
- Cities and towns that have joined the [Green Communities](#) program can qualify for grants to offset the cost of energy audits and energy efficiency upgrades. The Green Communities program also provides technical assistance and advice for municipal clean energy and energy efficiency efforts.
- Some regional planning agencies, such as the [Metropolitan Area Planning Council](#), provide technical assistance for communities within their coverage area that are considering energy efficiency upgrades. These agencies sometimes help to connect city and town governments with qualified contractors through a joint procurement process.
- Through the Industrial Assessment Center program, [the Center for Energy Efficiency and Renewable Energy](#) at UMass Amherst offers free energy audits for water or wastewater treatment facilities with annual energy bills of at least \$100,000.
- The [UMass Clean Energy Extension](#) offers free assistance for clean energy projects on a case-by-case basis. Usually it is a good idea to contact the utility company first to see what support they can provide, and then contact UMass Clean Energy Extension if additional assistance is needed.

### **LED Streetlights**

Upgrading streetlights to LED fixtures can result in significant energy savings. In 2015, the [Town of Swampscott](#) received funding through the Green Communities program to change its



streetlights to LEDs. As a result, Swampscott reduced municipal electricity usage by more than 477,000 kilowatt-hours per year, saving \$80,000 on its lighting bills.

Although there is a significant cost associated with LED fixtures, the payback period is typically around [7 years](#). In addition to using less energy, LED fixtures also last longer than other types of outdoor lighting, cutting down on maintenance costs.

### **LEED Certification**

Some communities require all new or renovated municipal buildings to meet higher standards for energy efficiency — for example, by qualifying for LEED certification. LEED is an international certification system for green buildings, taking into account energy efficiency, sustainable construction materials, water conservation, and other factors. Different levels of LEED certification are available, including Silver, Gold, and Platinum.

The Collaborative for High-Performance Schools (CHPS) is a similar certification system, specifically for school buildings.

In a [recent survey](#) conducted by the Environment Massachusetts Research & Policy Center, 19.4 percent of communities that responded said that they require new or renovated municipal buildings to meet LEED or other energy efficiency standards.



## **Becoming a Green Community**

Does your community want to make a commitment to being better on energy efficiency and clean energy? Do you want state support to figure out how to be a cleaner, greener town, and state grants for projects to become more sustainable?

### **What is the Green Communities Program?**

The Green Communities Program strives to help all Massachusetts cities/towns find clean energy solutions, reduce energy costs, and strengthen local economies. The program provides technical assistance and financial support for municipal initiatives aimed to improve energy efficiency and increase the use of renewable energy in public buildings, facilities, and schools. Overall, the Green Communities Program helps clean up your community's environment and encourages cutting-edge green development.

### **What is the Green Communities Designation?**

The Green Communities Designation demonstrates a municipality's commitment to "green" efforts at the local level and lets the city or town get help for energy efficiency and renewable energy initiatives from the state. Green Communities aim to decrease their energy use by 20% over the course of 5 years and receive assistance in improving the energy efficiency of their public buildings, facilities, and schools.

### **What are the steps for becoming a Green Community?**

**Step 1:** Review the Criteria to be Designated a Green Community:

- *Provide as-of-right siting in designated locations for renewable energy*
- *Simplify and expedite permitting for new clean energy facilities*
- *Develop a plan to reduce energy use by 20% within 5 years*
- *Purchase fuel-efficient vehicles for municipality departments*
- *Minimize life-cycle energy costs for new construction (e.g. "Stretch Code")*

**Step 2:** Submit application to DOER's Green Communities Division

**Step 3:** Green Communities Division review

**Step 4:** If accepted, submit proposal for energy reduction plans

Overall, becoming a green community can take more than a year, but it is a great way to learn where your community currently stands, bring your neighbors up to speed on the issues, and then get expert help on taking your next steps.

### **What are resources to help with the process of becoming a Green Community?**

Green Communities Program Guidance is available through the MA DOER, and Regional Coordinators serve as go-to contacts to answer questions, give advice, and

assist with energy initiatives. Read more:

<http://www.mass.gov/eea/docs/doer/green-communities/grant-program/gc-program-guidance-fall-2016.pdf>

<http://www.mass.gov/eea/energy-utilities-clean-tech/green-communities/green-communities-coordinators/>

**Technical Assistance:** Communities can often find technical assistance through their local planning agencies. For example, the Metropolitan Area Planning Council provides help to 101 communities in Greater Boston (<http://www.mapc.org/green-communities-ta>).

Central Region: Kelly Brown ([Kelly.brown@state.ma.us](mailto:Kelly.brown@state.ma.us))

Northeast Region: Joanne Bissetta ([Joanne.bissetta@state.ma.us](mailto:Joanne.bissetta@state.ma.us))

Southeast Region: Seth Pickering ([Seth.pickering@state.ma.us](mailto:Seth.pickering@state.ma.us))

Western Region: Jim Barry ([Jim.barry@state.ma.us](mailto:Jim.barry@state.ma.us))

### **Success Stories:**

**Arlington, MA** was one of the first municipalities to be designated as a Green Community in the spring of 2010. Since then, they have successfully reduced their energy consumption by 21% and have saved approximately \$354,000 in annual energy costs. Arlington was also the winner of the DOER's Leading by Example Award in 2013. The Highland Fire Station in Arlington was recently renovated and designated a LEED Silver Building. Just one example of many sustainable projects going on in town!



**Dedham, MA** became a designated Green Community in 2011 and has enjoyed both the economic and the environmental benefits associated with this designation. Dedham successfully launched its Sustainable Dedham Initiative to educate its residents about energy conservation and sustainability. Additionally, the town has installed solar arrays on the high school and Town Hall, partnered with Next Step Living and Sustainable Business Network of Massachusetts, and has had countless other successful initiatives!



## Complete Streets

Transportation is the largest source of global warming pollution in Massachusetts, responsible for [39 percent of statewide emissions](#). Pollution from cars and trucks is [harmful to our health](#), contributing to diseases like asthma, bronchitis, and cancer.

Today, most of our transportation system is powered by oil. By promoting non-motorized forms of transportation like walking and biking, we can cut down on fossil fuel use and bring Massachusetts closer to 100 percent renewable energy economy-wide.

But often, our streets are designed for cars rather than people, with few sidewalks or bike lanes. As a result, walking and biking can seem unsafe, and a car can seem like the only way to get where you need to go.

Complete Streets is an approach to road design that requires planners to take into account the needs of all users, including pedestrians and cyclists, when building new streets or redesigning existing streets. By adopting a Complete Streets policy, communities can increase opportunities for walking and biking, and reduce the need for residents to travel by car.

### What is a Complete Street?

According to the [Massachusetts Department of Transportation](#), a Complete Street is “one that provides safe and accessible options for all travel modes - walking, biking, transit and vehicles – for people of all ages and abilities.”

Often, Complete Streets include the following elements:

- Sidewalks and crosswalks to encourage walking
- Bike lanes, protected bike lanes (lanes that are separated from traffic by parked cars, plantings, or other barriers), and sharrows (pavement markings) to encourage biking
- Transit stops and designated bus lanes, where appropriate, to encourage the use of mass transit
- Traffic calming measures to reduce the speed of cars in residential and commercial areas, including speed humps, curb extensions, and speed limit reductions
- Curb cuts and other features to ensure that everyone can get around, particularly people with disabilities and older adults

Complete Streets doesn't mean that every road needs to have all of the features above. Rather, local officials and planners should consider the needs of all users when they design streets, and make decisions that will promote the use of zero-carbon alternatives like biking and walking.

### Developing a Complete Streets policy



Typically, the first step is for communities to adopt a Complete Streets policy. This policy provides guidance to local officials and planners to ensure that streets are designed to be safe and accessible for all users. Depending on the community, this policy may be adopted by the city council, the board of selectmen, or the mayor.

Smart Growth America and the National Complete Streets Coalition have developed [guidelines](#) for communities looking to adopt Complete Streets policies, as well as sample policies adopted by cities and towns across the country.

### **What funding and support are available?**

- The Massachusetts Department of Transportation (MassDOT) has created a [Complete Streets Funding Program](#) to provide support for municipalities at various stages of implementation. Funding can be used to support developing a Complete Streets policy, creating a plan to prioritize Complete Streets implementation, and building roadways that meet Complete Streets goals. The funding program is set to expire at the end of the current fiscal year, but may be extended depending on the program's success.
- [What Works](#), a report from Transportation for Massachusetts, Livable Streets, Metropolitan Area Planning Council, and WalkBoston, profiles communities in Massachusetts and across the country that have adopted successful, low-cost measures to promote walking, biking, and transit.
- Regional planning agencies such as the [Metropolitan Area Planning Council](#) (MAPC) may provide support for communities looking to adopt Complete Streets policies and develop bicycle and pedestrian network plans. MAPC has created a [fact sheet](#) outlining the benefits of Complete Streets and the steps for communities to qualify for funding from MassDOT.
- The Massachusetts Public Health Association has assembled a list of [Complete Streets resources](#).

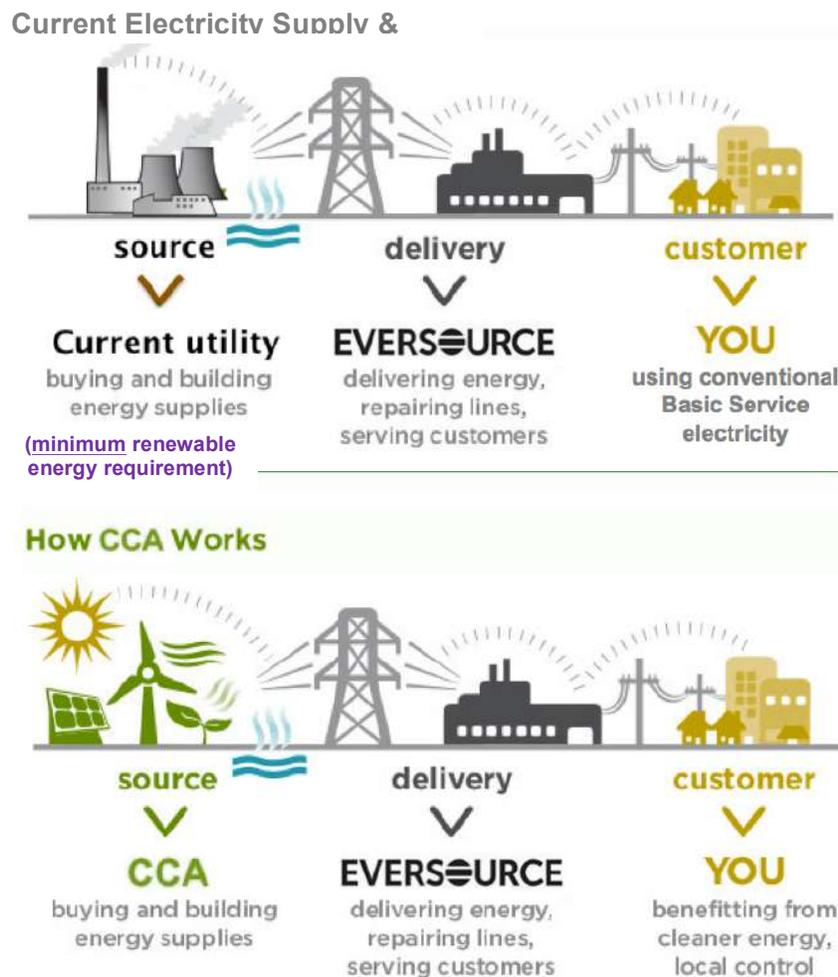
## Community Choice Aggregation

### **What is Community Choice Aggregation?**

Community Choice Aggregation (CCA) is basically bulk buying for electricity. It is a process by which municipalities can aggregate and switch the electricity of the households and small businesses from basic service over to cleaner energy.

An energy broker is employed to ensure the municipality can purchase the amount and types of energy needed, and residents may opt out at any time. The electricity is still distributed and billed through the original utility, i.e. Eversource.

**CCA allows residents and small businesses to seamlessly switch to more renewable energy, and do the right thing on climate change.**



**Basic Outline of the Aggregation Approval Process:** (goal: increase renewable energy requirement)

- o Town Meeting approval to pursue CCA

- Broker creates aggregation plan (at no cost to town)
- Board of Selectmen approves aggregation plan
- Department of Energy Resources reviews aggregation plan
- Department of Public Utilities approves plan
- Broker issues RFP for competitive supplier
- Town selects competitive supplier
- Broker publicizes CCA to residents and small businesses, and handles all opt-out requests

**If no plans or energy prices are deemed acceptable, there is no obligation for the town to proceed.**

if your city or town has a city council, they would take the place of the town meeting, and the mayor plays a similar role to the Board of Selectmen.

**Sample Enabling Language: (from municipalities who have already approved CCA)**

**Dedham:**

To see if the Town will vote to authorize the Board of Selectmen to research and develop a plan to participate in a contract or contracts, to aggregate the electricity load of the residents and businesses in the Town of Dedham and for other related services, independently or in joint action with other municipalities, in accordance with the provisions of Chapter 164 of the Acts of 1997, which provision established a competitive marketplace through deregulation and restructuring of the electric utility industry; and further authorize the Town Manager to establish, and/or appoint representatives for a committee to oversee such independent or joint action, or take any other action relative thereto.

**Lexington:**

To see if the Town will vote to authorize the Board of Selectmen to enter into a Community Choice Aggregation Program and contract for electric supply for Lexington residents and businesses as per MGL 164, Section 134, or otherwise act thereon.

**Melrose:**

Be it be ordered that the Melrose Board of Aldermen authorize the Mayor and appropriate department(s) to research and develop a plan to participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the City of Melrose, and for other related services, independently, or in joint action with other municipalities, and further authorizes the Mayor to execute all documents necessary to accomplish the same.



## Local Solar Energy

Solar is incredibly popular in Massachusetts, with more than [84% of people](#) saying that Massachusetts should rely more on solar power. Solar is also a burgeoning [jobs engine](#), employing more than 15,000 people in Massachusetts alone. You can get your energy from the sun AND save money - some towns anticipate savings of almost \$400,000 annually.

### What is Local Solar?

Solar produced in your town or city is an important tool for a community to get to 100% renewable energy for all. Getting more of your power from the sun can take many forms: municipal policies that promote solar power in public and private development; “solar-ready” requirements on new construction; renewable energy development on public buildings; and community-wide opportunities such as the Solarize Massachusetts program.

### Why is it important?

Local solar is not only clean energy, it also helps people understand that these solutions work in cities and towns across the Commonwealth and across the country. Seeing solar panels every day when picking up kids from school or the drive home from work will continue to remind your friends and neighbors that clean energy works here, and is happening in your backyard.

### How can we expand solar power in my community?

We suggest considering three options:

1. Connect residents and businesses with affordable solar options through programs like Solarize Mass or other bulk purchase programs.
2. Install solar panels on municipal buildings and properties, including capped landfills, parking lots, and school buildings.
3. Require new buildings to be built “solar-ready,” so that solar panels can be installed later.

### 1. Connect residents and businesses with affordable solar options

The Solarize Mass program, a partnership between the Massachusetts Clean Energy Center (MassCEC) and the Green Communities Division of the Massachusetts Department of Energy Resources, aims to increase the adoption of small-scale solar installations through community outreach campaigns.

Since it was launched in 2011, the program has led to nearly 3,000 families and businesses signing contracts for solar installations. Most cities and towns that have participated in Solarize Mass have doubled the amount of solar installed in their community.

Once selected to participate in the program, municipalities select a designated solar installation company, and local volunteers work to spread the word in the community. Typically, residents and businesses that sign up through Solarize Mass are able to install solar at a lower cost than would otherwise be available. Some installers also offer solar installations under a lease or power purchase agreement (PPA), allowing families to switch to solar without any upfront cost.

Some cities and towns have chosen to create their own solar outreach program, rather than participate in Solarize Mass, in order to better meet the needs of their residents.

### Resources

- The [Solarize Mass](#) website has instructions for communities applying to participate in the program. Solarize Mass is currently accepting applications on a rolling basis, and hopes to enroll up to 10 communities or groups of communities in 2017.
- [Sunny Cambridge](#) is a good example of an alternative model for solar outreach, with a special emphasis on making it easier for residents of condominiums and other multi-family homes to switch to solar.

## 2. Install solar on municipal buildings and properties

Many local governments have installed solar panels on municipal properties as a way to save money on their electricity bills while promoting the adoption of renewable energy. Schools, fire and police departments, and municipal office buildings often have large, sunny roofs that are ideal for rooftop solar installations. Solar installations on school buildings can also serve an educational function, integrating into lesson plans around renewable energy, climate change, physics, and chemistry.

Installing solar panels on underutilized land, such as capped landfills, is also a smart way to increase clean energy adoption. Some communities are also looking at solar canopy installations over parking lots, which serve the dual purpose of generating clean energy and providing shade for parked cars.

### Resources

- The Massachusetts Department of Environmental Protection (MassDEP) provides resources for communities that are considering installing [clean energy on capped landfills](#).
- The Solar Energy Industries Association (SEIA) has assembled statistics and case studies of [solar installations on school buildings](#) across the country.
- The Green Communities Division of the Massachusetts Department of Energy Resources (DOER) assists communities with energy efficiency and renewable energy projects. [Regional clean energy experts](#) are available to answer questions.

Some regional planning agencies, such as the [Metropolitan Area Planning Council](#), assist cities and towns with planning renewable energy installations on municipal properties.

### **3. Require solar-ready buildings**

Some towns have started requiring that new buildings, or buildings that are having substantial renovations done, have their roofs be “solar ready”. If architects and contractors don’t plan ahead, roofs can end up being unsuitable for solar, with issues like vents in the wrong place or the roof facing the wrong direction.

The goal is that even if the solar system is not installed in the short run, buildings are being built or rebuilt so that eventually most roofs in town will be suitable for solar.

There are two ways a town can do this: by focusing narrowly buildings owned by the town (schools, municipal office buildings, etc) or by going more broadly and changing the town or city code to make sure all buildings in town are solar ready.

#### **Resources**

- The National Renewable Energy Lab, or NREL, put out this oldie but goodie in 2009: <http://www.nrel.gov/docs/fy10osti/46078.pdf>
- For in depth discussion and sample language for solar zoning, see this resource: <https://www.planning.org/research/solar/briefingpapers/localdevelopmentregulations.htm>
- We can help you craft locally appropriate language if solar ready is your goal!

#### **Success stories**

##### **Solar power from a landfill**

The city of Northampton has decided to create a 3.3MW solar array on top of the former Glendale Road Landfill. This solar array will be a great way for the city to further promote their dedication to clean energy and to save the city a great deal in energy savings. When completed, the new solar array is expected to provide nearly 40% of the city’s annual municipal electricity use and save the city nearly \$9 million over the next 20 years in energy savings and income!

##### **Solar and schools**

In Braintree, a plan to construct solar panels on two public schools is set to commence to give residents access to clean electricity. Panels on the roofs of Braintree High School and East Middle School will generate 1.3 million MW of electricity. The schools are set to receive \$15,000/year for the space. Additionally, residents are offered solar electricity generated from the schools through a Community Solar Program where participants would be able to lock in a rate of 15cents per KW for 10 years, saving significant money on annual energy costs!

##### **Solarize program**

The launch of the new Solarize Somerville project to promote solar energy to clean up the grid in Somerville has been received with great enthusiasm. Today, nearly 70 households have switched to solar energy and numerous other neighbors are taking advantage of the solar energy site assessment. Customers who switch to solar energy enjoy multiple tax-based incentives including a possible \$1000 personal income tax credit!



## **Electric Vehicles (EVs)**

The transportation sector is responsible for approximately 40% of Massachusetts' greenhouse gas (GHG) emissions<sup>1</sup>. Identifying and employing strategies to electrify our transportation sector is a critical step to reducing our dependence on fossil fuels and achieving 100 percent renewable energy.

By encouraging the transition to electric vehicles (EVs), local governments can improve local air quality, decrease respiratory ailments such as asthma, boost the local economy by reducing fuel costs, and set a positive example for residents to follow.

According to Union of Concerned Scientists, transitioning to EVs can help cut projected U.S. oil use in half over the next 20 years.<sup>2</sup> Additionally, as we continue to integrate more renewable energy into our electric grid, EVs will get cleaner in lockstep with this greener grid.

### **How can municipalities encourage the transition to EVs?**

#### **Lead By Example**

##### **Electrify the Municipal Fleet**

One of the most powerful motivators to anyone making a change is seeing someone else do it first. Many municipalities are already adding battery-electric and plug-in hybrid electric vehicles to their fleets, simultaneously leading their citizens while enjoying the benefits of reduced maintenance and lower fuel costs.

The Department of Environmental Protection, through [MassEVIP](#)<sup>3</sup>, will provide incentive funding for municipalities to offset the initial costs of purchasing battery-electric or plug-in hybrid electric vehicles. Over the lifetime of the vehicle, a municipality stands to save thousands of dollars in fuel costs by operating EVs in place of petroleum vehicles, while also cutting pollution and increasing air quality for its residents.

##### **Battery-Electric Zero Emission Buses (ZEBs) - School Buses and Public Transit**

Diesel, hybrid-diesel, and CNG buses, although initially cheaper, present large operating and maintenance costs. Each battery-electric bus can cost hundreds of thousands of dollars less per year to fuel than diesel and CNG buses, as well as being easier to maintain. ZEBs also produce no tailpipe pollution, whereas diesel exhaust contains more than forty toxic air contaminants that in some cases can cause and/or worsen diseases such as asthma and cancer.<sup>4</sup>

Municipalities can work to electrify school district bus fleets, municipal transit fleets, and encourage regional transit authorities (RTAs) to do the same. Battery-electric school buses are

already being operated in four Massachusetts school districts through the DOER's [Vehicle-to-Grid Electric School Bus](#) pilot program. Riders of the Worcester RTA currently enjoy quietly efficient ZEBs traveling their routes, and other RTAs across the state are considering ZEBs as well.

Federal funding is available through the Federal Transportation Authority in various forms, such as the Congestion Mitigation and Air Quality (CMAQ) program, and the Low or No Emission (Lo-No) Vehicle Program. Visit <https://www.transit.dot.gov/grants> to learn more.

## **Reduce Barriers**

### **Install Public Charging Stations**

EV battery ranges continue to increase each model year, with many models becoming comparable in range to petroleum vehicles; "range anxiety" is being supplanted by "range confidence." However a lack of clearly visible and accessible charging stations can still be a deterrent. Municipalities can help by installing charging stations in city or town centers, retail areas, malls and other locations conducive to visitors, as charging can take anywhere from 30 minutes to two hours.

Municipalities can also encourage local business leaders to install charging stations so employees can easily and conveniently charge during the workday. Employers can see charging stations as an additional strategy to attract and retain quality employees, while businesses such as restaurants and shopping centers can attract patrons to charge during their visit.

[MassEVIP](#) will provide incentive funding for municipalities and private employers to offset the cost of installing Level 2 dual-head charging stations - the most common for public charging.

## **Educate Citizens**

Just as very few people would buy a vehicle before test-driving it, similarly people are much more likely to consider buying an EV after being given the chance to drive one. Municipal programs can play an important role in giving citizens the experience of driving electric while also providing the chance to educate on the economic, environmental, and social benefits of EVs.

Municipal programs such as [Braintree Drives Electric](#) do just that. The state has done similarly by providing educational material and guides, and hosting "EV Ride & Drive" events across the state through the [MassDriveClean](#) program. These programs have been shown to be effective in increasing EV adoption. Since the launch of Braintree Drives Electric, the city has seen an increase of 650% in EV adoption.

<sup>1</sup><http://www.mass.gov/eea/air-water-climate-change/climate-change/massachusetts-global-warming-solutions-act/ma-ghg-emission-trends/>

<sup>2</sup><http://www.ucsusa.org/sites/default/files/attach/2015/11/Cleaner-Cars-from-Cradle-to-Grave-full-report.pdf>

<sup>3</sup><http://www.mass.gov/eea/docs/dep/air/community/massevipfs.pdf>

<sup>4</sup>[https://www.sierraclub.org/sites/www.sierraclub.org/files/uploads-wysiwig/1099%20Zero%20Emission%20Bus%20Factsheet%2005\\_x1a.pdf](https://www.sierraclub.org/sites/www.sierraclub.org/files/uploads-wysiwig/1099%20Zero%20Emission%20Bus%20Factsheet%2005_x1a.pdf)

## Writing a Net Zero Plan

### What is Net Zero?

A Net Zero municipality produces zero net carbon pollution, the pollution that causes climate change. This means the community gets as much electricity from renewable sources as it uses. Getting to net zero usually comes from a combination of energy efficiency improvements, local clean energy production, and purchasing of renewable energy.

### Why would a town want to be Net Zero?

MA made a commitment in state law (the Global Warming Solutions Act of 2008) to cut our climate change-causing pollution 80% by 2050. Cleaning up our energy supply and using less electricity in our buildings is key, and cities and towns are taking action.

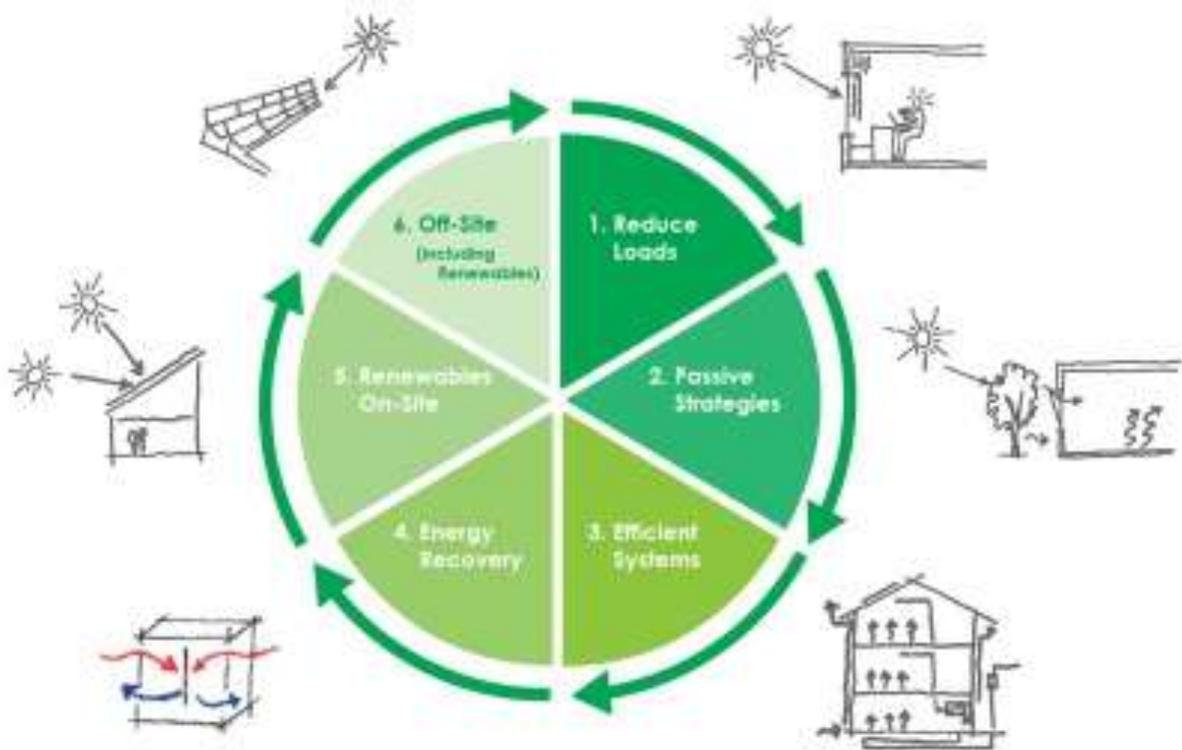
### What is the process for a town to get to Net Zero?

1. Create a Net Zero Team of advocates
  - o Talk to people, groups, or businesses in town who you know will support going net zero
  - o Talk to supportive town officials and see if you can find a champion who will help shepherd this through the process
2. Introduce an initiative at town meeting or to city or town council
3. Create a Net Zero Task Force that includes town officials, advocates, and stakeholders
4. Conduct education and outreach on Net Zero to all stakeholders, including climate and neighborhood groups, business and industry
5. Do a greenhouse gas inventory for the town if one hasn't been done already
6. Adopt Net Zero goals for the town
  - o Construct all new municipal buildings, such as schools, to be Net Zero
  - o Enact financing programs for new Net Zero commercial buildings
  - o Streamline permitting processes for energy efficiency and solar projects
7. Conduct public forum and meetings with stakeholders

### What is a Net Zero plan?

A Net Zero Plan is a long term roadmap for steps a city or town will take to reach net zero. It gives a timeline with short and long term goals, and priority actions. The plan should be created based on visioning and input from the community and all stakeholders.

## 6 Steps to Net Zero



Source: Arup

### What actions should you consider including in a Net Zero plan?

- Figure out how you can reduce emissions based on the Greenhouse Gas Inventory
- Set targets and come up with strategies for improving energy efficiency in existing buildings
- Identify targets and strategies for Net Zero new construction
- Create incentives and identify financing for energy efficiency (including deep retrofits) and net zero new construction
- Develop and enact local ordinances and zoning favorable for producing renewable energy, such as for rooftop solar ready and for ground mounted solar
- Identify ways to buy additional green power, such as through Community Choice Aggregation
- Set goals and develop strategies for reducing emissions from vehicle use
- Look into setting up a local carbon fund
- Come up with strategies for long-term community and stakeholder engagement
- Develop strategies to measure and verify emissions reductions.

## Success Stories

### Cambridge-

Cambridge has been a leader in going net zero, having started the process in 2013. A net zero team filed a citizen's zoning petition requiring that all new buildings be net zero. According to Quinten Zondervan, the main goal of doing this was to get the public's attention, to start considering a net zero goal for the city. From that point forward, the team conducted outreach to businesses, property owners, and other stakeholders, and then put a representative net zero task force together. Working groups were set up to focus on:

- Engagement and behavior change
- Incentives and financing tools
- Regulation and planning approaches
- Energy supply and offsets

The proposed actions to meet the net zero objective are categorized into five key areas:

1. Energy Efficiency in Existing Buildings
2. Net Zero New Construction
3. Energy Supply (low carbon and renewable energy)
4. Local Carbon Fund
5. Engagement & Capacity Building (communication and resources)

Within each of these areas, the plan identifies short, medium, and long term actions, as well as what the projected greenhouse gas emission reductions are for each action.

### Lexington-

The net zero team in Lexington began the process by holding a meeting open to the public and having Quinton Zondervan and Henrietta Davis from Cambridge present about their net zero process in Cambridge. According to Lisa Fitzgibbons and Mark Sandeen from the Lexington Global Warming Action Committee, this "established doability in the minds of the town," and demonstrated a clear path toward achieving net zero. It also reassured the town that they didn't need to reinvent the wheel in order to do it. The response from the first meeting was overwhelmingly positive, and after receiving a lot of input from the Board of Selectmen, the Planning Board, and various committees, the team wrote a warrant article asking for funding to hire a consultant to establish a baseline of greenhouse gas emissions. They presented the article at town meeting, it passed, and they have hired Peregrine Energy as a consultant. Once they have detailed emissions data they will move forward on writing a net zero plan.



## **Climate Planning for Social Equity and Environmental Justice**

Environmental injustices arise when a group or community are heavily impacted by pollution, lack of natural resources, or environmental degradation caused by outside parties or corporations. Commonly, indigenous communities, communities of color, and low-income communities are disproportionately affected by environmental injustices. Many communities have turned to grassroots organizing in order to share their plight and fight for the clean environment they deserve.

By addressing the root causes of environmental degradation and accurately representing the demands and rights of communities affected, climate planning strategies that incorporate social equity can be hugely fortuitous.

### **How to Address Environmental Justice Issues in your community:**

#### **1. Identify the problems facing your community**

Whether there is one large polluter or decades of resource depletion, identify what the largest obstacles are and how the environmental pollution is affecting your society. Approaching the problem from multiple perspectives, including but not limited to environmental concerns, social equity, and sustainable development and job creation will help to identify where the problems exist.

#### **2. Identify the stakeholders and the people you need to involve in your initiative**

Work with the stakeholders, including community organizations, resident groups, government officials, corporate parties and other entities. Keep an open door policy, utilize facilitated discussions, and create space for public comment and feedback to understand the needs of your community. Create a unified voice that can better address the problem. This will help ensure a win-win situation for all!

#### **3. Organize and develop your goals**

Once you have your party together, start developing your main goals and priorities. Develop a clear unified goal and be able to show how cleaner energy alternatives or sustainable job growth will help promote social equity in your community. Clear incentives to promote social equity through cleaning the environment will not only help to spread the word but will help educate people on how greener living can create a more just community. Having the facts behind you will help convince stubborn corporations or government officials.

#### **4. Activate & Educate**

Get out and spread the word! Once you have your team behind you and your goals clearly laid out, it's time to hit the street! Develop a plan to activate the community and educate people on cost-saving green living and sustainable job creation! Make sure to have a variety of events to attract people from every walk of life. Always utilize social media and make efforts to keep your

project goals and strategies accessible to everyone. Receiving public comments is helpful in gaining public trust and support!

## 5. Keep researching and practice adaptive management

Overtime, keep up with changes in your community and study similar campaigns in other areas and learn from their successes/failures. Keep adapting your own strategy to see what resonates the best with your community and keep an open mind. Make sure to establish a measurement system to track your success and be sure to learn from everyone you talk with.

*Some great Mass Organizations addressing Environmental Justice:*

**Alternatives for Community and Environment:** <http://www.ace-ej.org/>

**Neighbor to Neighbor Massachusetts:** <http://www.n2nma.org/en/>

**Chelsea Greenroots:** <http://www.greenrootschelsea.org/>

## How to plan for Social Equity:

### 1. Identify your constituents and clarify their goals for attaining equity

Identifying your constituents and the increasing your knowledge of the demographics in your area will help set the stage for an equity movement that accurately fights for the goals of your community. By hosting a variety of events with public comment opportunities you'll be sure to reach a vast group of people and identify their equity aspirations.

### 2. Consider access and inclusion in your movement

Allocate funding or develop creative transportation and accessibility solutions to ensure that previously underserved or marginalized neighborhoods can voice their opinions.

### 3. Examine recruitment and advancement policies within businesses

Encouraging the examination of business models for inclusion and accessibility for all demographics is key to promoting equal growth and opportunity in business. Try integrating a review of equity within business models to track progress and address weak areas. Make sure to promote equitable salary and promotion structures.

### 4. Promote sustainable job development

Incorporating environmental justice campaigns into equity planning will work to address environmental injustices occurring in marginalized neighborhoods (commonly communities of color, indigenous communities, and low-income areas). Including green infrastructure and protecting natural resources will help the entire community, ease environmental degradation, and address potentially unequal access to resources.

### 5. Follow through and track your progress

Tracking and monitoring your program's progress is key to ensure that your project is implemented in a timely and effective manner. Also, continue allowing for public comment to guarantee you continue to address your community's changing needs.

## Springfield, MA

Grassroots organizers in Springfield, MA have a substantial environmental justice agenda that demands change not only for the environment but for human health and wellbeing. Following a conference on climate justice, the *Springfield Climate Justice Coalition* (SCJC) began pushing for a "Springfield Climate Action Plan" that addresses air pollution in the city, increases energy efficiency, expands access

to public transportation and housing, increases healthy food options, adopts better waste management, and lastly empowers the community through education. Groups like *Arise for Social Justice* and the *Pioneer Valley Planning Commission* pushed Springfield's Mayor, City Council and other stakeholders to implement a Climate Action Plan and appoint a full-time Environmental Coordinator. When the city applied for a resiliency grant, the SCJC positioned itself as a useful ally to city leaders in pushing the local environmental agenda.



## Detroit, MI

In Detroit, MI communities are fighting countless environmental polluters, including coal plants, oil refineries, waste incinerators, and Superfund sites, which have created a highly polluted atmosphere for residents of the city. Detroit suffers from one of the nation's highest rates of asthma among children and clean sustainable energy and jobs are not readily accessible. Community members have started to organize for a grassroots urban renewal with recycling programs, food security, pollution reduction, and the promotion of sustainable jobs. The *East Michigan Environmental Action Council* has become an anchor to unify the local movement to work cross-sectorally and build community resilience to climate change.





## Renewable Heating and Cooling

Do you want your home to be cooler in the summer or warmer in the winter? Are your heating or cooling bills too high?

About [3 in 10 Massachusetts families](#) still heat their homes with oil, and most of the rest use natural gas. Heating is responsible for a greater share of [Massachusetts' global warming pollution](#) than electricity. The fossil fuels we burn to heat our homes and businesses and produce hot water also contribute to harmful air pollution that affects human health.

The good news is that we have alternatives. We can heat our water using thermal energy from the sun. And with efficient air source heat pumps, we can keep our homes and businesses at a comfortable temperature with clean, renewable electricity. Switching to these technologies will help reduce the use of fossil fuels and promote a 100% renewable future for Massachusetts.

Even better, these systems have lots of incentives so that you can get them installed and be heating your home with renewable energy for a lot less. The incentives are at both the federal and the state level. There are also programs that help you make choices about what kind of heating is right for you and help you find an installer.

### Renewable heating technologies

- [Solar water heaters](#) use energy from the sun to provide hot water. These systems use “collectors” on the roof of a home or business to collect heat from the sun, which is then used to heat water. The hot water is kept in a tank that is connected to the plumbing system and can be used in the same way as hot water from an oil or gas boiler.
- Solar energy can also be used for [space heating](#).
- [Air source heat pumps](#) use electricity to heat or cool a home efficiently. Thanks to recent improvements in technology, air source heat pumps are now able to heat homes effectively even in cold climates like New England. A study from the Northeast Energy Efficiency Partnership found that air source heat pumps are [significantly more cost-](#)

[effective](#) than oil heaters or electric resistance heating. And because these heat pumps run on electricity, they can be powered by renewable resources like the sun and wind.

- [Ground source or geothermal heat pumps](#) provide heating, cooling, and water heating by using the temperature of the ground, which is nearly constant throughout the year.

### **What incentives are available?**

Incentive programs from the state and federal government can help make a system in your home more affordable.

- The Massachusetts Clean Energy Center (MassCEC) lists the incentives available for [residents, businesses, government agencies, and nonprofits](#) to install renewable heating technologies.
- MassCEC offers [rebates for solar hot water systems](#), up to \$4,500 or 40% of the installed cost. MassCEC has created a [guide](#) for residential solar hot water systems.
- MassCEC also offers rebates for [air source heat pumps](#).
- MassSave offers [zero-interest loans](#) for replacing your heating system with efficient technologies, including air source and ground source heat pumps.

### **What can local communities do to promote renewable heating?**

This year, MassCEC is running a pilot project to promote renewable heating as part of its [Solarize Mass program](#). Solarize Mass program, a partnership between the Massachusetts Clean Energy Center (MassCEC) and the Green Communities Division of the Massachusetts Department of Energy Resources, increases the adoption of small-scale solar installations through community outreach campaigns. As part of this pilot program, up to two communities will be selected to promote solar hot water, air source heat pumps, or electric vehicles alongside solar electricity.

Communities that are looking to increase the adoption of renewable heating technologies could seek to join MassCEC's "Solarize Mass Plus" program. Alternatively, a community could choose to create its own outreach and bulk purchasing program for renewable heating technologies, along the model of the Solarize Mass program.

Sherborn, Massachusetts

# Annual Town Meeting

April 23, 2019

◆ Please bring this notice with you to the meeting ◆

## at the Dover/Sherborn Regional High School

Middlesex ss:

To either of the Constables of the Town of Sherborn in said county GREETINGS;

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of Sherborn qualified to vote in Town Meeting to meet in the [LINDQUIST COMMONS of DOVER/SHERBORN REGIONAL DISTRICT HIGH SCHOOL](#) in DOVER on Tuesday, April 23, 2019, at 7:00P.M. and to be adjourned to April 25, 2019 at 7:00P.M. or such other dates as may be determined then and there to act on the warrant articles described within.

## **FY2020 Omnibus Budget: Advisory Committee Report to the Town**

### **Sherborn Advisory Committee:**

The Advisory Committee continues to work with department budget makers and managers to provide the Town with the assets and services we need at an efficient cost. In planning for FY2020, we note and appreciate the Town Departments' efforts to keep Operating costs in check. However, we are concerned that a slowing housing market will negatively affect the calculated Tax Rate.

The Omnibus Budget presented and recommended by the Advisory Committee has an increase in Operating Costs to the Town of just 0.66%. The Town is benefitting greatly from a significant decrease in our Debt service costs in FY20 which reduces Operating expenditures by over \$450,000, efficient spending by the Administration of the School District, and a reprieve this year from steadily increasing healthcare costs. Additionally, our recommended Budget does not pay for any Capital Items out of Revenues or Free Cash as we have done in the past.

For FY20 the Town is also fortunate that there is relatively low request for Capital spending. The total requests are \$742,695, for which we recommend paying using Excluded Debt. We expect this Capital spending to add \$0.06 (six cents) to the Tax Rate and therefore impact a home with a \$750,000 Assessment by approx. \$45.01 in additional taxes for the life of the outstanding debt.

However, it costs more to run a Town like Sherborn every year. Salaries, benefits, inflation of raw materials, and infrastructure needs combine to increase costs. In FY20 we have unfunded State mandates for our Fire Department that the Town has to absorb, plus on-going maintenance of Town buildings and roadways. Our pension obligations grow each year and our funding of those obligations has fallen behind schedule as we use tax revenues to cover Operating costs.

We note that Capital expenditures in the years ahead will increase by a multiple of this year's Capital expenditures; new roofs at the Sherborn School, Police Department, and Regional School District, Police vehicles and CM&D fleet, plus a significant amount for the Library are all expected in the next few years. While the Town does have the capacity to take on

the debt associated with these Capital items, the annual debt service costs will pose a challenge to Operating budgets for years to come.

Even with the low increase in Operating budget for FY20 and small Capital requests, we are greatly concerned the Tax Rate for residents will move sharply higher due to a slowing housing market. Though the absolute dollars needed to fund the Town in FY20 is a small increase, the total Assessed Value of property in Town is likely to drop. This causes the Tax Rate [ratio of tax dollars raised : taxable property base] to increase. We believe this expected increased Tax Rate will put downward pressure on our home values. We noted similar concerns last year and stated, “Some of these concerns can be addressed tactically such that we can enact changes that will have immediate positive impact on our finances, and some are slow-developing trends for which we can only seek to develop principles and guidance to help effect those changes in a manner that we as a Town choose.” The below proposed Omnibus Budget and Capital Requests do make some of the tactical changes Sherborn needs, but we expect those changes to be short lived as both Operating and Capital budget needs will increase in the next few years.

We are pleased to recommend the efficient Omnibus Budget and Capital requests below, and we see and appreciate the work of the many Town officials and volunteers to develop principles to guide future growth in Town. However real change to Sherborn’s challenging budgets will only come from adding tax-paying properties. We know the costs of running the Town will continue to increase in coming years, so if we do not add more tax-paying entities, each of us will have to pay more.

*Stephen Leahy, Chair*  
*Brendan Daly*  
*Steven Tsai*

*Jane Materazzo, Vice Chair*  
*Peter Gallitano*  
*Jeffrey Waldron*

*Susan Aharonian*  
*Dhruv Kaushal*

From the Moderator:



## Town Meeting Procedures

The New England town meeting is considered by many to be a model of democratic process. To achieve this, the moderator follows procedures that combine general laws of the Commonwealth, Sherborn by-laws, and rules of conduct developed by Sherborn’s moderators over many years. By consistent application of these rules, our town meetings move smoothly, often expeditiously, and with the participation of all who wish to be heard.

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### Motions

- All motions and amendments must be within the scope of the article under consideration.
- The Moderator will always recognize a member of the Advisory Committee for the main motion on each article.
- Non-routine motions (such as amendments) must be in writing for the clerk’s record.

### Conduct of Debate

- You must be recognized by the Moderator.
- Once recognized, use one of the microphones, and, before proceeding, state your name and address for the Clerk’s record.
- Your comment should be specific to the substance of the motion on the floor.

### Voting

- Normally, a voice vote will be taken on all motions.
- A hand count by the tellers will be made if the voice vote is not clear to the Moderator, or if seven voters question the voice vote immediately after it is declared by the Moderator.
- If a vote requires more than a majority, fifty voters may request a ballot vote.

### Consent Calendar

Articles 2 – 7 will be considered and voted through a Consent Calendar. The purpose of the Consent Calendar is to save time by dispensing with separate motions and separate votes on articles that can be expected to pass unanimously or nearly unanimously. These articles are: routine (have appeared regularly and have passed regularly either for the past 10 years or, if fewer than 10, for all the years in which they have appeared); and clearly explained in the *Advisory Committee Report*.

**Annual Town Election**

**Tuesday, May 14, 2019**

**Town Hall**

**7:00 a.m. to 8:00 p.m.**

# Recommendations on Warrant Articles

## ARTICLE 1. ANNUAL REPORTS

To hear and act on the reports of the various Town Officers and Committees as contained in the Annual Town Report or otherwise. (*Select Board*)

**Advisory Committee:** A copy of the Annual Town Report is posted on the Town's website and hard copies are available to those residents who request them. Copies of this Report are also available for inspection and copying at Town Hall so that all interested citizens may review the contents of this comprehensive document. This article requests that residents accept delivery, in some form as described above, of the Annual Town Report; it does not ask residents to take any action based on its contents.

**We recommend favorable action (8-0)**

## ARTICLE 2. FY19 SUPPLEMENTAL APPROPRIATIONS (CURRENT FISCAL YEAR)

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money, and if so, what sum, for the purpose of supplementing the various line items of the Town's Fiscal Year 2019 budget, previously voted by the Town under Article 9 of the Warrant for the 2018 Annual Town Meeting; or take any other action relative thereto. (*Select Board for the Advisory Committee*)

**Advisory Committee:** This article provides additional funding for unanticipated expenses that are now projected to be incurred in specific line items of the Town's Fiscal Year 2019 Budget. The total supplemental funding required is \$260,000 broken down as follows:

- Snow & Ice: \$160,000
- Police Overtime: \$100,000

This sum of \$260,000 in Supplemental Spending for FY 2019 is in line with expectations and previous estimates

**We recommend favorable action (8-0)**

## ARTICLE 3. BOND PREMIUMS & AUTHORIZATION RESCISSION

To see if the Town will vote to:

1. Supplement each prior vote of the Town that authorizes the borrowing of money to pay costs of capital projects to provide that, in accordance with M.G.L. Chapter 44, Section 20, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bond or notes, may be applied to pay project costs; and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied; and,
2. Rescind the Affordable Housing appropriation approved in Article 14 of the 2008 Annual Town Meeting, which authorized a borrowing, in order to reduce the Town's authorized but unissued debt total;

or take any other action relative thereto. (*Select Board for the Town Treasurer*)

**Advisory Committee:** Part 1 of this article will allow a process where net premiums received by the Town on the sale of any bonds or notes may be used more promptly to pay down other bonds or for other projects. This is prudent management and use of Town financial resources, and the language of this article was recommended by the Town's bond counsel and investor advisor.

Part 2 of this article rescinds a 2008 Annual Town Meeting authorization to borrow funds that would be earmarked for an Affordable Housing Corporation for the Town. These funds were never borrowed, so as a matter of prudent fiscal "housekeeping" this authorization should be rescinded so as to reduce the Town's authorized but unissued debt total. (See Article 15 below recommending establishment of new Affordable Housing Trust)

**We recommend favorable action (8-0)**

## ARTICLE 4. CEMETERIES

To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money, and if so, what sum, to be used pursuant to M.G.L. Chapter 114, Section 15, for the improvement or embellishment of the cemeteries throughout the Town; for the care, preservation or embellishment of any lot or its appurtenances therein; or take any other action relative thereto. *(Select Board for the Cemetery Commission)*

**Advisory Committee:** This article, funded by revenues generated by the sale of cemetery lots, requests \$20,000 be transferred from the Cemetery Enlargement Fund for the care, improvement, embellishment and enlargement of the cemeteries throughout the Town.

**We recommend favorable action and that \$20,000 be transferred from the Enlargement Fund (8-0)**

## ARTICLE 5. REVOLVING FUNDS

To see if the Town will vote to set the Fiscal Year 2020 spending limit for each of the Revolving funds set forth in Chapter 28 of the General By-laws, pursuant to the provisions of M.G. L. Chapter 44, Section 53E ½; or take any other action relative thereto. *(Select Board for the Advisory Committee)*

<b>Revolving Funds</b>	<b>FY2020 Proposed</b>
Council on Aging Programs	\$ 75,000.00 Limit
Board of Health Flu Clinic	\$ 15,000.00 Limit
Recycling Committee Sale of Bins	\$ 860.00 Limit
Town Forest Sale of Firewood	\$ 30,000.00 Limit
Farm Pond	\$160,000.00 Limit
Ambulance	\$300,000.00 Limit
Elder Housing	<u>\$287,561.00</u> Limit
<b>Total</b>	<b>\$868,421.00</b>

**Advisory Committee:** A revolving fund is used to accumulate fees paid for specific Town Services and use those funds to pay for related expenses. Revolving funds allow activities carried out by certain agencies and committees to be self-sustaining without the need for an annual operating budget appropriation. State law requires annual authorization of certain revolving funds.

The Council on Aging (COA) receives fees that it uses to provide home-delivered meals, transportation and activity programs for Sherborn seniors. The Board of Health (BOH) also operates a revolving fund for receipts paid and reimbursements received during the operation of the BOH sponsored immunizations. The Recycling Committee receives monies from the sale of composting bins. The Town Forest Committee received fees from the sale of firewood. Farm Pond receives fees from the sale of stickers and boat permits. The Ambulance Fund receives fees in connection with ambulance services and Elder Housing receives rents for the units at Woodhaven.

**We recommend favorable action to authorize the use of these existing revolving funds (8-0)**

## ARTICLE 6. OPEB TRUST FUND

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money, and if so, what sum, for the purpose of funding the Other Post-Employment Benefits (OPEB) Liability Trust Fund; or take any other action relative thereto. *(Select Board for the Advisory Committee)*

**Advisory Committee:** The Town has a large obligation to pay Other Post-Employment Benefits (OPEBs) for retired employees. Each year we have been building the fund balance to start offsetting our long-term obligation. In FY20, it is proposed that \$100,000 be transferred from Free Cash to the OPEB Liability Trust Fund.

**We recommend favorable action that \$100,000 of Free Cash be transferred to the OPEB Liability Trust Fund (8-0)**

## **ARTICLE 7. STABILIZATION FUNDS**

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money, and if so, what sum, to Stabilization Funds; or take any other action relative thereto. (*Select Board for the Advisory Committee*)

**Advisory Committee:** The purpose of Sherborn's General Stabilization Fund is for the Town to put aside funds for future uses. Such uses could include, for example, a pay-down of debt or the purchase of capital items. The Stabilization Fund is also an important component of the Town's total cash reserves, which support Sherborn's municipal bond rating. Unlike Free Cash, where use of funds requires a majority vote at Town Meeting, access to funds set aside in the Stabilization Fund requires a 2/3 vote.

The purpose of the Special Education (SPED) Stabilization Fund is to provide a cushion for unexpected increases in SPED costs over a previous year. SPED spending in FY20 is not expected to require release of SPED Stabilization Fund money, which will remain at \$100,000.

The Elder Housing Capital Stabilization Fund was created three years ago to provide a means for the Elder Housing Committee to address prospective capital needs of Woodhaven Housing for the Elderly. The Elder Housing Capital Stabilization Fund provides a reliable financing source for future capital projects including but not limited to maintenance projects, capital expenditures, and capital improvements and/or extraordinary repair projects, or for the purpose of offsetting debt service costs for Woodhaven.

**We recommend favorable action, and that \$10,000 be transferred from Free Cash to the General Stabilization Fund, that zero dollars be transferred to the Special Education Stabilization Fund, and that \$25,000 be transferred from the Elder Housing Revolving Fund to the Elder Housing Capital Stabilization Fund. (8-0)**

## **ARTICLE 8. FY20 OMNIBUS BUDGET (NEXT FISCAL YEAR)**

To see if the Town will vote to raise and appropriate, or transfer from available funds, such sums of money, for any and all Town expenses and purposes, including debt and interest; and to provide for a Reserve Fund; and to fix the salaries and compensation of all elected Officers of the Town as required by M.G.L. Chapter 41, Section 108; and to determine whether such salaries or compensation shall be made effective from July first of the current year; and to provide for the payment of, and raise or appropriate money for, any salary and compensation so voted; or take any other action relative thereto. (*Omnibus Budget, Select Board for the Advisory Committee*)

**Advisory Committee:** This FY2020 Omnibus Budget reflects the commendable efforts of department budget makers and managers to meet the service needs of the Town while containing the ever-growing costs of providing these services. The Advisory Committee is sincerely grateful for their hard work in helping us to achieve this Omnibus Budget. Since FY2007, Advisory has not recommended an Omnibus Operating Budget with an override, and we continue to support a no-override policy.

**We recommend favorable action (8-0)**

TOWN OF SHERBORN FISCAL 2020 OMNIBUS BUDGET

BUDGET NUMBER	DESCRIPTION	FY 2016 EXPENDED	FY 2017 EXPENDED	FY 2018 EXPENDED	FY 2019 Budgeted	FY 2020 DEPT REQ	FY 2020 ADV REC	FY20 ADV REC VS. FY19 BUDGET % CHANGE
<b>GENERAL GOVERNMENT</b>								
<b>SELECTMEN</b>								
122 S	SELECTMEN-SALARIES	239,052	245,902	251,422	258,607	264,498	264,498	2.28%
122 E	SELECTMEN-EXPENSES	30,387	53,090	106,544	29,350	36,050	36,050	22.83%
E	ZONING BOARD OF APPEALS - EXPENSE	-	2,700	-	2,700	2,700	2,700	0.00%
	<b>SELECTMEN TOTAL</b>	<b>269,439</b>	<b>301,692</b>	<b>357,966</b>	<b>290,657</b>	<b>303,248</b>	<b>303,248</b>	<b>4.33%</b>
<b>LEGAL COUNSEL</b>								
151 E	LEGAL COUNSEL	160,749	217,190	144,416	80,000	80,000	80,000	0.00%
<b>ASSESSORS</b>								
141 S	ASSESSORS-SALARIES	92,330	93,729	97,338	106,004	119,750	119,750	12.97%
141 E	ASSESSORS-EXPENSES	21,335	22,299	14,080	15,255	16,190	16,190	6.13%
	<b>ASSESSORS TOTAL</b>	<b>113,665</b>	<b>116,028</b>	<b>111,418</b>	<b>121,259</b>	<b>135,940</b>	<b>135,940</b>	<b>12.11%</b>
<b>TREASURER</b>								
145 S	TREASURER-SALARIES	40,508	55,146	46,739	65,957	69,259	69,259	5.01%
145 E	TREASURER-EXPENSES	6,043	5,731	26,577	9,545	10,545	10,545	10.48%
	<b>TREASURERS TOTAL</b>	<b>46,551</b>	<b>60,877</b>	<b>73,316</b>	<b>75,502</b>	<b>79,804</b>	<b>79,804</b>	<b>5.70%</b>
<b>COLLECTOR</b>								
146 S	COLLECTORS-SALARIES	98,603	102,219	107,892	107,108	113,922	113,922	6.36%
146 E	COLLECTORS-EXPENSES	17,318	18,119	19,217	19,980	20,516	20,516	2.68%
	<b>COLLECTORS TOTAL</b>	<b>115,921</b>	<b>120,338</b>	<b>127,109</b>	<b>127,088</b>	<b>134,438</b>	<b>134,438</b>	<b>5.78%</b>

(1) Expended amounts include Encumbrances, Reserve Transfers and ATM Article for Supplements.

(2) Salaries of Elected Officials:

(2a) Selectmen	(2b) Assessors	(2c) Treasurer	(2d) Collector
Chairman \$0	1st \$0	\$51,889	\$51,889
2nd Member \$0	2nd \$0		
3rd Member \$0	3rd \$0		

FINANCE DIRECTOR / ACCOUNTING	FY 2018 EXPENDED	FY 2019 Budgeted	FY 2020 DEPT REQ	FY 2020 ADV REC	FY20 ADV REC VS. FY19 BUDGET % CHANGE
135 S	ACCOUNTANT - SALARIES	184,007	184,007	203,179	10.42%
135 E	ACCOUNTANT - EXPENSES	88,066	82,710	82,710	0.00%
135 E	ACCOUNTANT - ANNUAL AUDIT	-	-	-	0.00%
	<b>FINANCE DIRECTOR / ACCOUNTING TOTAL</b>	<b>276,768</b>	<b>266,717</b>	<b>285,889</b>	<b>7.19%</b>

TOWN OF SHERBORN FISCAL 2020 OMNIBUS BUDGET

BUDGET NUMBER	DESCRIPTION	FY 2016 EXPENDED	FY 2017 EXPENDED	FY2018 EXPENDED	FY2019 Budgeted	FY 2020 DEPT REQ	FY 2020 ADV REC	FY20 ADV REC VS. FY19 BUDGET % CHANGE
<b>ADVISORY COMMITTEE</b>								
131 S	ADVISORY-SALARIES	400	400		493	503	503	2.03%
131 E	ADVISORY-EXPENSES	3,107	4,876	4,812	3,310	3,310	3,310	0.00%
	<b>ADVISORY TOTAL</b>	<b>3,507</b>	<b>5,276</b>	<b>4,812</b>	<b>3,803</b>	<b>3,813</b>	<b>3,813</b>	<b>0.26%</b>
<b>CONSERVATION COMMISSION</b>								
171 S	CONSERVATION-SALARIES	43,835	45,309	45,151	49,561	50,940	50,940	2.78%
171 E	CONSERVATION-EXPENSES	4,110	4,929	10,139	9,143	9,143	9,143	0.00%
	<b>CONSERVATION COMMISSION</b>	<b>47,945</b>	<b>50,238</b>	<b>55,290</b>	<b>58,704</b>	<b>60,083</b>	<b>60,083</b>	<b>2.35%</b>
<b>PLANNING BOARD</b>								
175 S	PLANNING BOARD-SALARIES	44,242	45,463	44,586	47,186	48,489	48,489	2.76%
175 E	PLANNING BOARD-EXPENSES	1,520	953	8,563	3,250	1,570	1,570	-51.66%
	<b>PLANNING BOARD TOTAL</b>	<b>45,762</b>	<b>46,416</b>	<b>53,149</b>	<b>50,436</b>	<b>50,059</b>	<b>50,059</b>	<b>-0.75%</b>
<b>TOWN CLERK</b>								
161 S	TOWN CLERK-SALARIES	83,296	84,000	114,030	117,628	127,660	127,660	8.53%
161 E	TOWN CLERK-EXPENSES	4,419	4,608	5,662	4,789	5,149	5,149	7.52%
	<b>TOWN CLERK TOTAL</b>	<b>87,715</b>	<b>88,608</b>	<b>119,692</b>	<b>122,417</b>	<b>132,809</b>	<b>132,809</b>	<b>8.49%</b>
<b>ELECTION &amp; REGISTRATION</b>								
162 S	ELECTIONS-SALARIES	27,186	32,401	7,114	21,434	10,808	10,808	-49.58%
162 E	ELECTIONS-EXPENSES	10,338	19,478	20,822	20,250	14,776	14,776	-27.03%
	<b>ELECTION &amp; REGISTRATION TOTAL</b>	<b>37,524</b>	<b>51,879</b>	<b>27,936</b>	<b>41,684</b>	<b>25,584</b>	<b>25,584</b>	<b>-38.62%</b>
<b>TOWN BUILDINGS</b>								
192 S	TOWN BUILDINGS-SALARIES	-	246,004	307,571	-	280,800	-	5.60%
192 E	TOWN BUILDINGS-EXPENSES	313,899	246,004	307,571	265,900	280,800	280,800	5.60%
	<b>TOWN BUILDINGS TOTAL</b>	<b>313,899</b>	<b>246,004</b>	<b>307,571</b>	<b>265,900</b>	<b>280,800</b>	<b>280,800</b>	<b>5.60%</b>
<b>GENERAL GOVERNMENT TOTAL</b>		<b>1,503,524</b>	<b>1,594,945</b>	<b>1,659,443</b>	<b>1,504,167</b>	<b>1,572,467</b>	<b>1,572,467</b>	<b>4.54%</b>

(2) (2) Salaries of Elected Officials (continued):

(2e) Town Clerk	
\$56,213	

**PROTECTION OF LIFE AND PROPERTY**

<b>POLICE</b>								
210 S	POLICE-SALARIES	1,563,633	1,596,209	1,703,406	1,690,951	1,733,245	1,733,245	2.50%
210 E	POLICE-EXPENSES	86,500	148,707	126,237	91,639	84,653	84,653	-7.62%
210 E	POLICE-EQUIPMENT	85,852	-	-	1,750	-	-	0.00%
	<b>TOTAL</b>	<b>1,735,985</b>	<b>1,744,916</b>	<b>1,829,643</b>	<b>1,784,340</b>	<b>1,817,898</b>	<b>1,817,898</b>	<b>1.88%</b>
<b>FIRE &amp; RESCUE</b>								
220 S	FIRE & RESCUE-SALARIES	389,493	160,607	234,732	274,951	308,313	308,313	12.13%
220 E	FIRE & RESCUE-EXPENSES	97,750	76,537	88,284	78,208	104,500	104,500	33.62%
	<b>TOTAL</b>	<b>487,243</b>	<b>237,144</b>	<b>323,016</b>	<b>353,159</b>	<b>412,813</b>	<b>412,813</b>	<b>16.89%</b>
<b>AMBULANCE</b>								
230 S	AMBULANCE-SALARIES	-	-	-	80,000	80,000	80,000	0.00%
230 S	AMBULANCE-EXPENSE	-	-	-	80,000	80,000	80,000	0.00%
	<b>TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>80,000</b>	<b>80,000</b>	<b>80,000</b>	<b>0.00%</b>
<b>INSPECTORS</b>								
241 S	BLDG INSPECTORS-SALARIES	72,755	74,064	76,081	88,558	90,723	90,723	2.44%
241 E	BLDG INSPECTORS-EXPENSES	2,902	3,215	2,602	4,400	4,400	4,400	0.00%
	<b>TOTAL</b>	<b>75,657</b>	<b>77,279</b>	<b>78,683</b>	<b>92,958</b>	<b>95,123</b>	<b>95,123</b>	<b>2.33%</b>
<b>PROTECTION OF LIFE &amp; PROP TOTAL</b>		<b>2,298,885</b>	<b>2,059,339</b>	<b>2,231,342</b>	<b>2,310,457</b>	<b>2,405,834</b>	<b>2,405,834</b>	<b>4.13%</b>

TOWN OF SHERBORN FISCAL 2020 OMNIBUS BUDGET

BUDGET NUMBER	DESCRIPTION	FY 2016 EXPENDED	FY 2017 EXPENDED	FY 2018 EXPENDED	FY 2019 Budgeted	FY 2020 DEPT REQ	FY 2020 ADV REC	FY20 ADV REC VS. FY19 BUDGET % CHANGE
317 E	MINUTEMAN REGIONAL HIGH SCHOOL	-	-	-	-	-	-	-
301 E	DOVER-SHERBORN REGIONAL SCHOOL DISTRICT	1,076,735	939,600	1,352,674	900,612	1,392,611	1,392,611	54.63%
	Administration	846,199	1,043,545	888,164	1,108,456	927,575	927,575	-16.32%
	Instructional Leadership	9,861,831	10,455,561	10,497,887	11,246,360	11,186,904	11,186,904	-0.53%
	Classroom and Specialist Teacher	699,546	653,275	528,351	663,534	653,537	653,537	-1.51%
	Other Teaching Services	1,176,184	796,193	1,019,260	821,505	1,069,534	1,069,534	30.19%
	Pupil Services	826,061	1,034,301	1,052,028	1,122,927	1,304,458	1,304,458	16.17%
	Guidance and Psychological	224,098	443,058	468,239	482,313	515,780	515,780	6.94%
	Instructional materials and technology	130,473	144,755	137,275	152,570	152,435	152,435	-0.09%
	Professional Development	475,708	809,729	780,754	810,859	817,484	817,484	0.82%
	Transportation	1,860,970	1,986,414	1,987,707	1,997,340	2,019,809	2,019,809	1.12%
	Operations and Maintenance	3,335,152	3,626,994	4,111,012	4,304,740	4,286,327	4,286,327	-0.43%
	Employee Benefits and Fixed Charges	1,386,290	1,278,440	1,036,700	1,003,600	965,800	965,800	-3.77%
	Exempt Debt	21,899,247	23,211,865	23,860,051	24,614,816	25,292,254	25,292,254	2.76%
	D/S REGIONAL EXPENDITURES	(1,386,290)	(1,278,440)	(1,036,700)	(1,003,600)	(965,800)	(965,800)	-3.77%
	Less Exempt Debt	-	(2,666,481)	(2,741,245)	(3,067,633)	(3,215,463)	(3,215,463)	4.82%
	Less Regional Receipts (Inc E&D transfer)	20,512,957	19,266,944	20,082,106	20,543,583	21,110,991	21,110,991	2.76%
	D/S REGIONAL NET OPERATIONS	46.63%	45.18%	44.24%	44.14%	43.37%	43.37%	-1.75%
	Sherborn's Share of Operations	8,669,783	8,656,415		9,068,804	9,155,822	9,155,822	0.96%
	Operations Assessed to Sherborn	631,282	564,176		435,462	413,266	413,266	-5.10%
	Exempt Debt Assessed to Sherborn	8,904,710	9,220,591	9,245,753	9,504,266	9,569,088	9,569,088	0.68%
301 E	D/S REGIONAL ASSESSMENT							
302 E	TRI-COUNTY VOCATIONAL	1,303	1,300	1,291	1,300	32,224	32,224	2378.77%

Insurance Detail	FY17		FY18		FY19		FY20		% Inc(Dec)
	Budget		Budget		Budget	Request	Budget		
Liability	60,315		61,156		61,156	72,446	72,446		18.46%
Workers Comp	89,321		100,026		100,026	110,959	110,959		10.93%
Health Insurance	2,960,958		3,271,584		3,271,584	3,120,000	3,120,000		-4.63%
Unemployment	5,000		-		-	-	-		
Retirement	511,400		636,449		636,449	716,472	716,472		12.57%
Regional Total	3,626,994		4,069,215		4,069,215	4,019,877	4,019,877		-1.21%
Town Share Total									
Town Share of Health Insurance							1,774,551		

TOWN OF SHERBORN FISCAL 2020 OMNIBUS BUDGET

BUDGET NUMBER	DESCRIPTION	FY 2016 EXPENDED	FY 2017 EXPENDED	FY2018 EXPENDED	FY2019 Budgeted	FY 2020 DEPT REQ	FY 2020 ADV REC	FY20 ADV REC VS. FY19 BUDGET % CHANGE
<b>SHERBORN SCHOOL</b>								
E	School Committee & Negotiations	21,539	7,850	16,743	14,800	14,800	14,800	0.00%
	Central Office	355,461	429,709	268,137	264,740	264,104	264,104	-0.24%
	Principal's Office	305,347	304,688	338,487	334,065	339,102	339,102	1.51%
	Regular Education	1,952,019	2,406,335	2,790,068	2,937,915	2,971,405	2,971,405	1.14%
	Specialists/Technology	374,430	358,879	155,118	152,510	172,072	172,072	12.83%
	Library/ Audio Visual	111,980	113,291	114,956	118,601	121,357	121,357	2.32%
	Guidance	103,578	105,241	106,884	110,551	113,307	113,307	2.49%
	Chapter 766 Special Educ.	1,179,569	1,220,059	1,207,700	1,221,054	1,323,424	1,323,424	8.38%
	Medical Service	69,782	139,202	167,115	171,363	188,126	188,126	9.78%
	Transportation	170,116	180,577	185,124	188,106	190,944	190,944	1.51%
	Plant & Facilities	420,811	503,237	462,700	488,467	485,815	485,815	-0.54%
	<b>Pine Hill School Total</b>	<b>5,064,630</b>	<b>5,769,068</b>	<b>5,813,032</b>	<b>6,002,172</b>	<b>6,184,456</b>	<b>6,184,456</b>	<b>3.04%</b>
	Regional OOD SPED	685,474	731,991	1,086,354	1,051,175	1,064,363	1,064,363	1.25%
303 E	<b>SHERBORN SCHOOLS TOTAL</b>	<b>5,750,104</b>	<b>6,501,059</b>	<b>6,899,386</b>	<b>7,053,347</b>	<b>7,248,819</b>	<b>7,248,819</b>	<b>2.77%</b>
316 E	<b>NORFOLK AGRICULTURAL</b>	<b>8,555</b>	<b>-</b>	<b>-</b>	<b>34,000</b>	<b>34,000</b>	<b>34,000</b>	<b>0.00%</b>
<b>SCHOOL TOTAL</b>		<b>14,664,672</b>	<b>15,722,950</b>	<b>16,146,430</b>	<b>16,592,913</b>	<b>16,894,131</b>	<b>16,884,131</b>	<b>1.76%</b>

TOWN OF SHERBORN FISCAL 2020 OMNIBUS BUDGET

BUDGET NUMBER	DESCRIPTION	FY 2016 EXPENDED	FY 2017 EXPENDED	FY 2018 EXPENDED	FY 2019 Budgeted	FY 2020 DEPT REQ	FY 2020 ADV REC	FY20 ADV REC VS. FY19 BUDGET % CHANGE
<b>PUBLIC WORKS</b>								
<b>COMMUNITY MAINTENANCE &amp; DEVELOPMENT</b>								
401 S	CM&D-SALARIES	576,435	592,508	665,209	578,452	624,542	624,542	7.97%
401 E	CM&D-EXPENSES	489,782	551,759	689,570	387,850	438,300	438,300	13.01%
	<b>CM&amp;D TOTAL</b>	<b>1,066,217</b>	<b>1,144,267</b>	<b>1,354,779</b>	<b>966,302</b>	<b>1,062,842</b>	<b>1,062,842</b>	9.99%
<b>SNOW &amp; ICE (Previously shown in CM&amp;D)</b>								
430 S	SNOW & ICE - SALARIES	-	-	-	30,135	30,768	30,768	2.10%
430 E	SNOW & ICE - EXPENSE	-	-	-	52,790	53,150	53,150	0.68%
	<b>SNOW &amp; ICE TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>82,925</b>	<b>83,918</b>	<b>83,918</b>	1.20%
<b>STREET LIGHTING (Previously shown in CM&amp;D)</b>								
424 E	STREET LIGHTING - EXPENSES	-	-	-	20,000	22,000	22,000	10.00%
	<b>STREET LIGHTING TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,000</b>	<b>22,000</b>	<b>22,000</b>	10.00%
<b>SOLID WASTE</b>								
433 E	SOLID WASTE-EXPENSES	234,391	243,956	264,991	282,544	288,877	288,877	2.24%
	<b>SOLID WASTE TOTAL</b>	<b>234,391</b>	<b>243,956</b>	<b>264,991</b>	<b>282,544</b>	<b>288,877</b>	<b>288,877</b>	2.24%
<b>RECYCLING</b>								
433 E	RECYCLING EXPENSES	956	485	2,746	3,230	3,230	3,230	0.00%
	<b>RECYCLING TOTAL</b>	<b>956</b>	<b>485</b>	<b>2,746</b>	<b>3,230</b>	<b>3,230</b>	<b>3,230</b>	0.00%
<b>CEMETERIES</b>								
491 S	CEMETERIES-SALARIES	59,058	59,110	63,000	63,000	64,000	64,000	1.59%
491 E	CEMETERIES-EXPENSES	59,058	59,110	63,000	63,000	64,000	64,000	1.59%
	<b>CEMETERY TOTAL</b>	<b>59,058</b>	<b>59,110</b>	<b>63,000</b>	<b>63,000</b>	<b>64,000</b>	<b>64,000</b>	1.59%
	<b>PUBLIC WORKS TOTAL</b>	<b>1,360,622</b>	<b>1,447,818</b>	<b>1,685,516</b>	<b>1,418,001</b>	<b>1,524,867</b>	<b>1,524,867</b>	7.54%

(5) Offset by \$20,000 to be transferred from Transfer Station Fees Reserve for Appropriation Account

TOWN OF SHERBORN FISCAL 2020 OMNIBUS BUDGET

BUDGET NUMBER	DESCRIPTION	FY 2016 EXPENDED	FY 2017 EXPENDED	FY 2018 EXPENDED	FY 2019 Budgeted	FY 2020 DEPT REQ	FY 2020 ADV REC	FY20 ADV REC VS. FY19 BUDGET % CHANGE
<b>HEALTH AND HUMAN SERVICES</b>								
<b>HEALTH</b>								
512 S	BOARD OF HEALTH-SALARIES	69,173	105,240	104,184	114,698	125,626	125,626	9.53%
512 E	BOARD OF HEALTH-EXPENSES	65,659	26,813	18,379	15,284	15,526	15,526	1.55%
	<b>HEALTH TOTAL</b>	<b>134,832</b>	<b>132,053</b>	<b>122,563</b>	<b>129,982</b>	<b>141,152</b>	<b>141,152</b>	<b>8.59%</b>
<b>COUNCIL ON AGING</b>								
541 S	COUNCIL ON AGING-SALARIES	110,097	113,539	116,597	116,814	123,491	123,491	5.72%
541 E	COUNCIL ON AGING-EXPENSES	25,820	26,020	24,953	29,670	29,520	29,520	-0.51%
	<b>COUNCIL ON AGING TOTAL</b>	<b>135,917</b>	<b>139,559</b>	<b>141,550</b>	<b>146,484</b>	<b>153,011</b>	<b>153,011</b>	<b>4.46%</b>
<b>VETERANS</b>								
543 S	VETERANS-SALARIES	-	-	-	6,490	6,490	6,490	0.00%
543 E	VETERANS-EXPENSES	1,889	2,587	11,333	6,490	6,490	6,490	0.00%
	<b>VETERANS TOTAL</b>	<b>1,889</b>	<b>2,587</b>	<b>11,333</b>	<b>6,490</b>	<b>6,490</b>	<b>6,490</b>	<b>0.00%</b>
	<b>HEALTH &amp; HUMAN SERVICES TOTAL</b>	<b>272,638</b>	<b>274,199</b>	<b>275,446</b>	<b>282,956</b>	<b>300,653</b>	<b>300,653</b>	<b>6.25%</b>
<b>CULTURE &amp; RECREATION</b>								
<b>LIBRARY</b>								
610 S	LIBRARY-SALARIES	273,199	282,375	291,212	354,691	342,504	342,504	-3.44%
610 E	LIBRARY-EXPENSES	137,600	124,180	134,977	160,178	161,404	161,404	0.77%
	<b>TOTAL</b>	<b>410,799</b>	<b>406,555</b>	<b>426,189</b>	<b>514,869</b>	<b>503,908</b>	<b>503,908</b>	<b>-2.13%</b>
<b>RECREATION</b>								
650 S	RECREATION-SALARIES	-	-	-	-	15,000	15,000	0.00%
650 E	RECREATION-EXPENSES	15,000	9,900	15,350	15,000	15,000	15,000	0.00%
	<b>TOTAL</b>	<b>15,000</b>	<b>9,900</b>	<b>15,350</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>0.00%</b>
<b>HISTORICAL COMMISSION</b>								
691 E	HISTORICAL COMMISSION	63	472	839	1,100	1,300	1,300	18.18%
	<b>TOTAL</b>	<b>63</b>	<b>472</b>	<b>839</b>	<b>1,100</b>	<b>1,300</b>	<b>1,300</b>	<b>18.18%</b>
	<b>FARM POND</b>							
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>425,862</b>	<b>417,017</b>	<b>442,378</b>	<b>530,969</b>	<b>520,208</b>	<b>520,208</b>	<b>-2.03%</b>

(6) Offset by transfers to Library Expenses as follows:

	From Dowse Memorial Fund	From Saltonstall Operating Fund	From State Aid to Libraries
FY 16	\$4,240	\$20,680	\$4,445
FY 17	\$4,240	\$20,990	\$4,445
FY 18	\$4,240	\$41,856	\$4,445
FY 19	\$4,246	\$42,693	\$4,445
FY 20	\$4,071	\$56,946	\$4,445

TOWN OF SHERBORN FISCAL 2020 OMNIBUS BUDGET

BUDGET NUMBER	DESCRIPTION	FY 2016 EXPENDED	FY 2017 EXPENDED	FY 2018 EXPENDED	FY 2019 Budgeted	FY 2020 DEPT REQ	FY 2020 ADV REC	FY20 ADV REC VS. FY19 BUDGET % CHANGE
<b>INSURANCE AND EMPLOYEE BENEFITS</b>								
919 E	GENERAL INSURANCE	172,338	226,036	246,705	245,983	258,282	258,282	5.00%
910 E	EMPLOYEE BENEFITS INCL OPEB & RET	2,304,927	2,581,707	2,726,615	2,811,448	2,895,160	2,895,160	2.98%
<b>DEBT SERVICE</b>								
710 E	DEBT SERVICE (TOTAL)	1,666,657	1,470,698	1,363,757	1,838,178	1,355,881	1,355,881	-26.24%
<b>RESERVE ACCOUNT</b>								
990 E	RESERVE ACCOUNT	-	-	(10)	300,000	300,000	300,000	0.00%
<b>GRAND TOTAL</b>		<b>24,670,125</b>	<b>25,794,709</b>	<b>26,777,632</b>	<b>27,835,072</b>	<b>28,017,483</b>	<b>28,017,483</b>	<b>0.66%</b>

(7) Employee Benefits include OPEB Appropriation transfer to OPEB LIABILITY TRUST FUND \$100,000

(8) Employee Benefits:

Allocation of Benefits: The following allocations of employee benefits are based on historical data; actuals may differ	FY20Adv Rec	% of Total Empl	FY18 Expended
General Gov't	492,177	17%	463,525
Library	144,758	5%	136,331
CM&D	202,661	7%	190,863
Police/Fire	434,274	15%	408,992
School (1)	1,013,306	35%	954,315
Retirees	607,984	21%	572,589
Total	2,895,160	100%	2,726,615

(1) Does not include teachers' retirement as it is paid by the State

Principal	1,065,000
Bond Interest	276,581
Other Interest /	14,300
Paydowns	1,355,881

(9)

Debt Service will be offset by the following transfers:

- (9a) Transfer from the Elder Housing Maintenance Revolving \$39,390
- (9b) Transfer from Fund Balance Reserve Debt Service - MSEA Reimbursement Amortization \$32,412
- (9c) Transfer from Fund Balance Reserve Amortized Premium - \$4,258

Transfers from Reserve Account to various departments are included in departmental expenditures.	
FY 2016	\$100,000
FY 2017	\$291,725
FY 2018	\$17,726
FY 2019 to date	\$120,154

(10)

## ARTICLE 9. CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate, or transfer from available funds, or borrow pursuant to any applicable statute, a sum or sums of money, and if so, what sum or sums, for the purpose of capital expenditures of the Town of Sherborn; and to determine if any amount borrowed under this article shall be contingent upon the passage of a ballot question exempting the amounts required to pay for the bonds from the provisions of Proposition 2 ½; or take any action relative thereto. (*Select Board for Various Departments*)

NO.	LEAD DEPT.	ITEM	AMOUNT
a.	Fire Department	Breathing Support Equipment (SCBA/Oxygen)	\$ 73,000
b.	CM&D	Air Compressor & 2 Jack Hammers	\$ 22,300
c.	CM&D	Material Processing Equipment	\$ 96,000
d.	CM&D	Tractor	\$ 75,100
e.	CM&D	2 Pick-up Trucks w/ highway equipment	\$ 111,295
f.	Facilities	Town Buildings	\$ 300,000
g.	School Committee (SSC)	Renovations to Pine Hill School	\$ 65,000
		<b>Total</b>	<b>\$ 742,695</b>

### Line a: BREATHING SUPPORT EQUIPMENT (SCBA/OXYGEN) - \$73,000

**Advisory Committee:** The Fire Department requires two fill stations for oxygen tanks, one for the self-contained breathing apparatus (SCBA) tanks and the other for smaller oxygen bottles used both by Emergency Medical Services (EMS) and the Police Department. The current fill stations are over 20 years old and do not meet current standards. With a state mandate requiring OSHA compliance as of February 2019, replacement of the fill stations is a necessity. The new fill stations will improve breathing air quality for the Town's emergency responders, improve personnel safety, and meet current OSHA and NFPA standards.

**We recommend favorable action and that the Treasurer, with the approval of the Select Board, be authorized to borrow up to \$73,000 pursuant to General laws Chapter 44, Section (7)9 or any other applicable statute; provided however, that this appropriation shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by the General Laws Chapter 59 , Section 21C(k)(Proposition 2 ½) the amounts required to pay the principal and interest on the bonds and notes authorized by this vote. (8-0)**

### Line b: CM&D: AIR COMPRESSOR & 2 JACK HAMMERS - \$22,300

**Advisory Committee:** The existing equipment was manufactured in the 1970's and breaks down frequently, causing delays to road repairs and other maintenance.

**We recommend favorable action and that the Treasurer, with the approval of the Select Board, be authorized to borrow up to \$22,300 pursuant to General Laws Chapter 44, Section (7)9 or any other applicable statute; provided however, that this appropriation shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by the General Laws Chapter 59, Section 21C(k) (Proposition 2 ½) the amounts required to pay the principal and interest on the bonds and notes authorized by this vote. (8-0)**

### Line c. CM&D: MATERIAL PROCESSING EQUIPMENT - \$96,000

**Advisory Committee:** The material processing equipment consists of an asphalt 'hot box' and a wood chipper. Current road patching and repair is less effective with poor repairs and wasted materials because the Town does not own an asphalt hot box. When road repairs are undertaken, asphalt must be brought from the plant to town in a cold truck, and any material not used must be disposed of. A hot box would allow for the use of all material purchased and speed up repairs. The current

wood chipper is from 1998, has 784 hours of use, is small, and does not have a winch. This has resulted in injuries and is the number one source of Workmen's Compensation claims. The useful life is 10-15 years and ours will be 20 years old. Finally, the wood chipper is increasingly needed to assist with the removal of down limbs from dead trees throughout town.

**We recommend favorable action and that the Treasurer, with the approval of the Select Board, be authorized to borrow up to \$96,000 pursuant to General Laws Chapter 44, Section (7)9 or any other applicable statute; provided however, that this appropriation shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by the General Laws Chapter 59, Section 21C(k) (Proposition 2 ½) the amounts required to pay the principal and interest on the bonds and notes authorized by this vote. (8-0)**

#### **Line d. CM&D EQUIPMENT – TRACTOR**

**Advisory Committee:** The current tractor is from 1994, and it is undersized and underpowered for its intended use. Also, it cannot be used in the winter because it does not have a cab. It is currently used to mow ball fields. The new tractor would also be used to remove snow and cut brush in the winter, and to tow the blower in the fall.

**We recommend favorable action and that the Treasurer, with the approval of the Select Board, be authorized to borrow up to \$75,100 pursuant to General Laws Chapter 44, Section (7)9 or any other applicable statute; provided however, that this appropriation shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by the General Laws Chapter 59, Section 21C(k) (Proposition 2 ½) the amounts required to pay the principal and interest on the bonds and notes authorized by this vote. (8-0)**

#### **Line e. CM&D EQUIPMENT – 2 PICK-UP TRUCKS WITH HIGHWAY EQUIPMENT**

**Advisory Committee:** The two current pick-up trucks were manufactured in 2007 and 2001, with 113,891 and 118,681 miles respectively. The trucks have exceeded their useful life, are becoming a maintenance burden, and pose a safety concern with rotted beds. The highway equipment includes a Water Tank/Brine Sprayer and a Tow-Behind Blower. The water tank will support street sweeping since the Town has no public water supply for refilling the sweeper. Currently a small sprayer tank on a trailer is used. In the winter, pretreatment of roads with the brine sprayer will reduce the amount of salt needed later and would be environmentally preferable. The Tow-Behind Blower will be used to remove leaves from open roadsides. We currently don't have a large blower, so the leaves that the wind doesn't blow off the edges of the road in the fall end up in the catch basins, which adds to the volume of debris that we must pay to dispose of.

**We recommend favorable action and that the Treasurer, with the approval of the Select Board, be authorized to borrow up to \$111,295 pursuant to General Laws Chapter 44, Section (7)9 or any other applicable statute; provided however, that this appropriation shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by the General Laws Chapter 59, Section 21C(k) (Proposition 2 ½) the amounts required to pay the principal and interest on the bonds and notes authorized by this vote. (8-0)**

#### **Line f. FACILITIES – TOWN BUILDINGS**

**Advisory Committee:** The total Town Buildings capital budget encompasses five major components:

- i. Town Building and Campus Projects - \$35,000** - Based on the Town Buildings On-Site Insight report from August 2016, we are in the third year of funding an estimated backlog of 1.2 M of life-cycle replacement projects. In addition, the Library expansion project has added expenses for the public water supply system and accelerated the need for the campus paving, lighting, and site work.
- ii. Fire Station Siding and Exterior Repairs - \$70,000** - Complete replacing failed siding and trim, and finish LED upgrade to exterior lighting.
- iii. Campus Site Work in Conjunction with Library Project - \$65,000** – Project components include: site work to improve a safety and access issue at the Police Station rear entrance; and paving of all areas of campus not included in Library contract.

**iv. Police Station Exterior Upgrades - \$55,000** – Project work and preventive measures to the exterior of the Police Station include the installation of gutters, improvements to exterior flashing, and repairs to the brick façade that has been damaged due to the lack of these exterior features.

**v. Replacement of Town Hall Handicap Ramp and Entryway - \$75,000** – The handicap ramp entrance to Town Hall has ADA compliance issues and deterioration beyond repair. There are also winter maintenance and safety concerns with ice from the roof above. As a result, this project will upgrade and replace the ramp and entranceway, including addressing grading issues in conjunction with parking lot work from the Library construction project.

**We recommend favorable action and that the Treasurer, with the approval of the Select Board, be authorized to borrow up to \$300,000 pursuant to General Laws Chapter 44, Section (7)9 or any other applicable statute; provided however, that this appropriation shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by the General Laws Chapter 59, Section 21C(k) (Proposition 2 ½) the amounts required to pay the principal and interest on the bonds and notes authorized by this vote. (8-0)**

#### **Line g. SHERBORN SCHOOL COMMITTEE – RENOVATIONS TO PINE HILL SCHOOL**

**Advisory Committee:** The Sherborn School Committee Building sub-committee has worked with the OnSite-InSite Consultant report and identified two projects that require replacement in fiscal year 2020; the Kindergarten classroom and common area floors built in 1999 and the Library and adjoining classroom hallway floors, approximately 15 years old. The Committee along with OnSite-InSite has created a criteria list in order to prioritize repairs and manage costs. Both of the repairs identified use the wording, “*replace to maintain service levels*” as the criteria for replacement and are necessary to maintain this 70+ year old building.

**We recommend favorable action (8-0) and that the Treasurer, with the approval of the Select Board, be authorized to borrow up to \$65,000 pursuant to General laws Chapter 44, Section (7)9 or any other applicable statute; provided however, that this appropriation shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by the General Laws Chapter 59 , Section 21C(k)(Proposition 2 ½) the amounts required to pay the principal and interest on the bonds and notes authorized by this vote.**

#### **ARTICLE 10. TRANSFER FROM STABILIZATION – TREE CLEAN-UP**

To see if the Town will vote to transfer from the General Stabilization Fund, a sum of money, and if so, what sum, to take down, clean-up and/or remove dead or damaged trees; or take any other action relative thereto.

*(Select Board for Advisory Committee)*

**Advisory Committee:** Over the past two years, the combination of drought and gypsy moth defoliation has decimated the tree population in Sherborn. The Tree Warden has marked and inventoried over 700 dead roadside trees in town. While Eversource has and will continue to remove those trees which threaten power lines, many hundreds more do not directly threaten power lines. Removing trees before they fall is obviously prudent, but also represents a more efficient use of funds as emergency removal of a tree which has fallen in the road typically costs two to three times as much as a planned removal. The recommendation is for transfer of \$150,000, which is estimated to address only 10-15% of the dead roadside trees but is a reasonable scope of work over the course of the next fiscal year. Note that this amount supplements \$50,000 in the CM&D operating budget for routine tree work.

The General Stabilization Fund is roughly thought of as the town’s “rainy day fund.” Each year, Town Meeting typically votes to transfer some amount of money into the fund for unspecified future use. The purpose of the General Stabilization Fund is primarily as a source of funding for unforeseen and unexpected events or circumstances which need to be addressed with relative immediacy. The situation with the trees is a prime example of what the General Stabilization Fund is set up for. The fund currently has a balance of \$713,000.

**We recommend favorable action and that \$150,000 be transferred from the General Stabilization Fund to CM&D for the purpose of removal of dead roadside trees. (8-0)**

**ARTICLE 11. TREE CLEAN-UP**

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money, and if so, what sum, to take down, clean-up and/or remove dead or damaged trees; or take any other action relative thereto. *(Select Board for Advisory Committee)*

**Advisory Committee:** This Article is presented as a back-up plan should Article 10 fail since Article 10 requires a 2/3 Vote at Town Meeting and this would require a simple majority. The justification for the dead tree removal is unchanged from the Article 10, but the source of funding would be a transfer from Free Cash rather than the General Stabilization Fund.

**If Article 10 passes, we recommend no action.**

**If Article 10 fails, we recommend favorable action and that \$150,000 be transferred from Free Cash to CM&D for the purpose of removal of dead roadside trees. (8-0)**

**ARTICLE 12. USE OF FREE CASH**

To see if the Town will vote to appropriate from Free Cash a sum of money, and if so, what sum, to meet the appropriations for the ensuing fiscal year; and authorize the Assessors to use said sum in fixing the tax rate; or take any other action relative thereto. *(Select Board for the Advisory Committee)*

**Advisory Committee:** This article authorizes additional uses of Free Cash not otherwise specified in this warrant. The use specified here is an appropriation for next fiscal year.

**We recommend no action (8-0)**

**ARTICLE 13. ELECTRONIC VOTING**

To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money, and if so, what sum, for the purpose of purchasing, leasing, or lease/purchasing electronic voting equipment, such amount to supplement the FY2020 Elections and Registration Budget; or take any other action relative thereto. *(Select Board for the Town Clerk and Town Moderator)*

**Advisory Committee:** The electronic voting equipment is a modern widely used method which can maintain, preserves and enhance the foundation of our democratic process in Sherborn’s Town Meetings. Electronic voting tools add efficiency, accuracy and integrity to the votes cast at Annual Town Meeting and Special Town Meetings. The participants will have privacy and anonymity of the vote. This system does not rely on the audible nature of the historic vocal system of Yeas and Nays as determined by the Moderator, hand count or paper ballot. The recommended means of financing the electronic voting is leasing the equipment due to the rapid change in technology and for cost effectiveness. Efficiency, accuracy and privacy of electronic voting are the major reasons for support of this article. The initial use in the 2019 Annual Town Meeting is at no charge to the Town.

**We recommend favorable action for the use of electronic voting. (8-0)**

**ARTICLE 14. RECREATION REVOLVING FUNDTYPE**

To see if the Town will vote to:

1. Rescind acceptance of M.G.L. Chapter 44, Section 53D, which established a Recreation and Park Services revolving fund;
2. Establish, in accordance with M.G.L. Chapter 44, Section 53E ½, a new Parks and Recreation Revolving Fund by amending Chapter 28 of the General By-laws, Revolving Fund, by inserting the following new row (text to be inserted shown in **bold**) in the chart set forth in Section 1;

<u>Program or Purpose</u>	<u>Authorized Representative or Board to Expend</u>	<u>Department Receipts</u>
<b>Parks and Recreation</b>	<b>Recreation Commission</b>	<b>Fees and receipts in connection with providing recreational programs and activities.</b>

3. Transfer all funds in the existing revolving fund to the newly created fund; and,
4. Establish a Fiscal Year 2020 spending limit for such revolving fund at \$200,000;

or take any other action relative thereto. (*Select Board for the Recreation Commission*)

**Advisory Committee:** Currently, the Recreation Commission deposits receipts from operations into a Recreation and Park Services revolving fund established under General Laws Chapter 44, Section 53D. The Recreation Commission is self-supporting, and its receipts are kept separate from all other monies of the Town's treasurer. This section requires that the unreserved fund balance shall not exceed ten thousand dollars at the close of each fiscal year and any such amount in excess of ten thousand dollars shall be paid into the city or town treasury as provided in section fifty-three. This restriction prevents the Recreation Commission from conducting long-term planning or building up its reserves to address necessary maintenance projects. By rescinding the acceptance of General Laws Chapter 44, Section 53D and instead adopting General Laws Chapter 44, Section 53E ½, the \$10,000 fund balance limit will be removed, and the Recreation Commission will be able to plan for and perform much needed long-term maintenance projects to preserve and enhance the Town's recreational assets. In addition, Article 14 establishes a Fiscal Year spending limit of \$200,000.

**We recommend favorable action (8-0).**

## **ARTICLE 15. AFFORDABLE HOUSING TRUST FUND & BOARD OF TRUSTEES**

To see if the Town will vote to accept the provisions of M.G.L. Chapter 44, Section 55C, establishing an Affordable Housing Trust Fund and creating a Board of Trustees; or take any other action relative thereto.

(*Select Board for Housing Partnership Committee*)

**Advisory Committee:** Affordable housing has been a prominent and ongoing topic of discussion in Sherborn for the past several years, and the Town has taken several steps towards addressing the need for more affordable housing. First was the re-establishment of the Sherborn Housing Partnership in 2017, followed by the drafting and adoption of a Housing Production Plan in 2018. Establishment of an Affordable Housing Trust is the next logical step. Successful implementation of the Housing Production Plan will no doubt involve both private development projects as well as town-initiated projects. Any funds which are given to the Town for the purpose of developing Affordable Housing would need a vehicle to accept those funds. Currently, no such vehicle exists, and the Affordable Housing Trust would remedy that. The trust would be overseen by a Board of Trustees with minimum 5 members, and one member must be a sitting Select Board member. The Board of Trustees would have to comply with Open Meeting Laws, and the Trust would undergo annual audit. This Article simply establishes the Affordable Housing Trust and Board of Trustees, with no initial transfer of funds into the Trust itself.

**We recommend favorable action. (8-0)**

## **ARTICLE 16. DEPARTMENT TITLE CHANGE: COMMUNITY MAINTENANCE & DEVELOPMENT (CM&D) TO DEPARTMENT OF PUBLIC WORKS (DPW)**

To see if the Town will vote to change the name of Community Maintenance & Development (CM&D) to the Department of Public Works (DPW), and further, to replace all references in the Town Bylaws to "Community Maintenance & Development" with "Department of Public Works" and all references in the Town Bylaws to "CM&D" with "DPW", including but not limited to, the following:

- Chapter 3, Section 6.2 (c);
- Chapter 11, Section 3;
- Chapter 11, Section 4;
- Chapter 16, Section 2 (three places);
- Chapter 21, Section 6(B)(1);
- Chapter 21, Section 6(B)(2);
- Personnel Administration Plan, Appendix A;

or take any other action relative thereto. (*Select Board*)

**Advisory Committee:** The Community Maintenance & Development Department came into being in the late 1980's with the merging of several smaller work groups. CM&D is continually having to explain its name when applying for grants, submitting State required forms, and in other external communications because people outside of Sherborn assume with the

name ‘Community Maintenance and Development’ . . . that it is an organization engaged in community development. The Department of Public Works title is standard for the vast majority of towns and cities in the State.

**We recommend favorable action (8-0)**

### **ARTICLE 17. AMEND GENERAL BY-LAWS RE: RULES & PROCEDURES AT TOWN MEETING**

To see if the Town will vote to amend Chapter 2 of the General By-laws by inserting a new Section 8:

Section 8. The Town Clerk is authorized to assign appropriate numbers or letters to by-law sections, subsections, paragraphs and subparagraphs where none are approved by Town Meeting; if such numbering or lettering is approved by Town Meeting, to make non-substantive editorial revisions to the same to ensure consistent and appropriate sequencing and numbering; and, to make non-substantive editorial revisions to references regarding such numbering or lettering as contained within the by-laws to ensure accuracy and conformity.

All such editorial revisions shall be identified with a footnote that describes the revision and the reason therefor;

or take any action relative thereto. *(Select Board for the Town Clerk)*

**Advisory Committee:** In the vast majority of cases, amendments to town by-laws are numbered and lettered clearly and consistently. However, occasionally, it is obvious that that a numbering or lettering anomaly or error has occurred. This article would allow the Town Clerk to correct any obvious anomalies or errors in such numbering or lettering. This is a best practice within Town governance and the implementation and adoption of Town By-Laws.

**We recommend favorable action. (8-0)**

### **ARTICLE 18. AMEND GENERAL BY-LAWS RE: BOW HUNTING**

To see if the Town will vote to amend Chapter 8, Section 1 of the General By-laws to include bow hunting by inserting the text set forth in **bold italics**, as follows:

#### **Chapter 8. Hunting By-law** *(amended 2012)*

Section 1. No person shall fire or discharge any firearms or explosives of any kind ***nor shall use bow and arrow where the arrow is equipped with a metal or other dangerous tip*** within the limits of any highway, park, or public property, or on any private property, except with the written consent of the owner or legal occupant thereof, which consent shall be dated not more than one year prior; provided, however, that this By-law shall not apply to the lawful defense of life or property, nor to any discharge of firearms in accordance with law.

Section 2. Any person violating any of the provisions of this By-Law shall be fined not more than fifty dollars (\$50.00) for each offense;

or take any other action relative thereto. *(Select Board for the Police Department)*

**Advisory Committee:** Article 18 is a minor technical change to include bow hunting in the Town’s existing Hunting By-law which requires hunters to obtain written consent of property owners prior to firing or discharging firearms or explosives. This is a common-sense revision to the existing By-law that promotes public safety without unduly burdening hunters in our community.

**We recommend favorable action (8-0).**

### **ARTICLE 19. AMEND GENERAL BY-LAWS RE: INFORMATION TECHNOLOGY MANAGER**

To see if the Town will vote to amend Chapter 3, Section 6.2 of the General By-laws, Power and Duties of the Town Administrator, to add “information technology manager” to the Town Administrator’s existing responsibilities, and, for such purposes, to insert the following new subsection (h) and re-letter the remaining subsection accordingly:

The Town Administrator, or the Town Administrator’s designee, shall serve as the Information Technology Manager for all Town departments, except the Schools and Library, with responsibility and authority to ensure information

technology connectivity between Town departments, promote information technology efficiency, and improve overall workflow;

or take any action relative thereto. (*Select Board for the Governance Task Force II Committee*)

**Advisory Committee:** This is the first of four articles put forth by the Governance Task Force that was appointed by Town Moderator last year to study our Town governance structure and make recommendations for ways in which it might be improved. This article would consolidate authority for the Town’s information technology management and procurement (other than at the schools and library) under the Town Administrator or his/her delegate.

The Governance Task force noted multiple comments from Town department heads and other officials regarding difficulties or inefficiencies in obtaining reports or information from other departments. In addition, the Town’s reliance on paper submission and records for various Town departments has resulted in multiple inefficient paper filing systems. Where automation is in place, decentralized decision making has resulted in departments making independent decisions about which systems to implement, resulting in lost opportunities for centralized planning and related synergies and efficiencies. It is expected that implementation of this Article will position the Town to improve strategic IT planning and reduce costs by, for example, facilitating information exchange across departments, harmonizing, where possible, IT systems used by Town departments (and consequently reducing duplicative data entry), and positioning the Town to develop a common database and single, unified portal for conducting Town business, which was overwhelmingly favored by respondents to the recent Governance Task Force survey. Adoption of this article is also consistent with the recommendations for technology “best practices” made by the MA Department of Revenue back in 2011.

**We recommend favorable action (8-0)**

## **ARTICLE 20. AMEND GENERAL BY-LAWS RE: HUMAN RESOURCES DIRECTOR**

To see if the Town will vote to amend Chapter 3, Section 6.2 of the General By-laws: Power and Duties of the Town Administrator, to authorize the Town Administrator, acting as the Town’s Human Resources Director, to delegate to a qualified human resources professional, any or all of the functions specified in said Section 6.2(e), and for such purposes, to insert the ***bold italics, underlined*** text, as follows:

The Town Administrator, ***or the Town Administrator’s designee***, shall be the Town’s Human Resource Director and shall have the following authority regarding the management of Town employees, except for School employees and employees of the Board of Library Trustees....;

or take any action relative thereto. (*Select Board for the Governance Task Force II Committee*)

**Advisory Committee:** This is the second of four articles put forth by the Governance Task Force. This article would enable the Town Administrator, acting as Human Resources Director, to delegate personnel-related functions to a qualified human resources professional when necessary or appropriate.

While most human resources-related situations can be handled by the Town Administrator, who serves as the Town’s Human Resources Director, some situations may require or benefit from the expertise of a human resources specialist. This article clarifies that when he or she deems it appropriate or necessary, the Town Administrator may delegate personnel-related functions (described in Chapter 3, Section 6.2 of the General By-laws) to a qualified human resources professional.

**We recommend favorable action (8-0). We note that at the public hearing held on March 16<sup>th</sup>, 2019, it was noted that the language, as drafted in the current version of Article 20, requires some technical correction to achieve the desired effect, and it is Advisory’s understanding that corrected language will be presented for approval at Annual Town Meeting.**

## **ARTICLE 21. DESIGNATE TREASURER AS AN APPOINTED OFFICE**

To see if the Town will vote, pursuant to M.G.L. Chapter 41, Section 1B, to make the elected office of Treasurer an appointed office, such office to be appointed by the Select Board for a term not to exceed three years; provided, however, that such change shall not take effect unless approved by the voters at the 2020 Annual Town Election, and further, that any incumbent

holding office at the time of acceptance will serve out the remainder of the elected term; or take any other action relative thereto. *(Select Board for the Governance Task Force II Committee)*

**Advisory Committee:** This is the third of four articles put forth by the Governance Task Force. This article would establish the position of Town Treasurer as an appointed, rather than elected position.

The role of Treasurer is complex and requires a high degree of knowledge and skill. Its responsibilities are extensively governed by laws and regulations with which the incumbent must be familiar. We believe the best way to ensure that the role will be filled by a qualified candidate is through a thoroughly vetted hiring and appointment process. If the role remains as an elected position, only Sherborn residents are eligible to run for the position. This eliminates from consideration many qualified candidates who do not happen to live in Sherborn, as well as candidates who live in Sherborn but do not wish to run for elective office. It also leaves the Town open to the risk that no fully qualified individual will choose to run for the position.

Converting to an appointed Treasurer would allow closer monitoring of job performance. Currently, an elected financial official can be removed if he or she (i) demonstrates a pattern of errors, omissions, negligence or dishonesty; or (ii) may have committed an act so egregious that the act may put the financial well-being of the town at great risk. If an elected Treasurer's performance is poor but does not rise to the level of failure described above, he or she can only be removed by the voters, at the ballot box, at the end of his or her three-year term – if voters are even aware of the individual's poor performance. With an appointed Treasurer, any performance issues may be addressed more promptly than the next election.

Having an appointed Treasurer would also avoid the undesirable situation in which an Assistant Treasurer is trained at the Town's expense, but (if he or she is not a Town resident) is ineligible to step into the Treasurer role when it becomes vacant. If the Treasurer is an elected official, an Assistant Treasurer who desires upward mobility but does not live in Sherborn would have no choice but to leave for a position in another town, taking with him or her the training and institutional knowledge that was acquired at the Town's expense.

Historically, those who have objected to an appointed Treasurer have cited the benefits of having the Treasurer be independent from other Town officials. However, we note that the vast majority of working relationships in our society are created and maintained via hiring and vetting processes designed to select the most qualified candidate for the job. Most employees – including those entrusted with financial responsibilities – are not elected to their roles. We do not believe there are any unique circumstances with respect to the Town Treasurer position that would dictate a need to elect, rather than appoint, that individual. On the contrary, we believe that an appointed Treasurer under the direction of the Town Administrator would allow for more effective establishment and coordination of goals and objectives for the office based on overall Town needs and priorities.

Finally, we note that the MA Department of Revenue recommends an appointed Treasurer as a “best practice.” In addition, of the ten similarly situated small towns in Middlesex County, seven have an appointed Treasurer (or combined Treasurer/Collector).

We note that implementation of this Article would have no effect on the Town's budget.

**We recommend favorable action (8-0)**

## **ARTICLE 22. ESTABLISH QUARTERLY TAX PAYMENT SYSTEM**

To see if the Town will vote to accept the provisions of M.G.L. Chapter 59, Section 57C, for the purpose of establishing a quarterly tax payment system for the Fiscal Year beginning July 1, 2020, and continuing thereafter; or take any action relative thereto. *(Select Board for the Governance Task Force II Committee)*

**Advisory Committee:** This is the fourth of four articles put forth by the Governance Task Force. This article would convert the current twice-yearly real estate tax collections to a quarterly system.

Quarterly billing will allow the Town to experience smoother cash flow, particularly at the beginning of the fiscal year, when a disproportionate number of town expenses come due. The Town will enjoy receipt of approximately one-quarter

of its revenues three months earlier in the fall, and another quarter of its revenues three months earlier in the winter. As a result, 1) the Town will receive six additional months' worth of investment income (approximately \$100,000, assuming a 2-3% short term interest rate) and 2) there will be a substantial reduction in the likelihood that the Town will need to engage in costly short-term borrowing to cover expenses prior to receipt of tax revenues.

Of course, if the Town receives tax revenues earlier, then citizens will obviously be paying their taxes earlier. A taxpayer might question why it is in his or her best interest to forego short-term investment income in favor of the Town. In response to that potential concern, we note the following: More than half of Town residents who responded to the recent Governance Task Force survey indicated that their taxes are paid from a mortgage escrow. Since funds in escrow typically do not pay interest to the homeowner, implementation of quarterly billing has no negative effect to taxpayers who pay via escrow. It simply ensures that the Town, not the escrow company, will receive the benefit of the investment income on the escrowed funds. For those taxpayers who do not pay via escrow, we believe that the reduction in the tax rate resulting from the Town's increased investment income and reduction in possible short-term borrowing costs would likely offset any short-term investment income an individual taxpayer would forego as a result of earlier tax payments.

Quarterly billing will not necessarily increase costs to the Town. The Town could continue to do just two tax bill mailings per year and include two payment coupons in each mailing.

Quarterly billing also will allow for better coordination with other Town departments, particularly the Assessors. Since, under a quarterly tax billing system, the first two tax payments (due on August 1 and November 1), are based on preliminary, estimated property assessments, property assessments will not need to be finalized by the date of the first tax bill, as is currently the case. The Assessors will be afforded additional time to complete their work and ensure its accuracy.

The Governance Task Force recognizes that some residents, especially those who tend to have seasonal income, may need time to plan for a new quarterly billing system. Therefore, implementation of the new billing system, if approved, would be deferred for a year until FY 2021 to allow both the affected Town Departments and Sherborn citizens to make suitable preparations.

It should be noted that if the Town were to implement quarterly billing, nothing would prevent the Town from reverting to a semiannual system if unanticipated problems make the quarterly system unworkable.

Experts who have studied the issue, including the MA Department of Revenue and the UMass Boston Collins Center, uniformly have recommended adoption of quarterly billing. In addition, quarterly tax billing is a best practice of similarly-situated Massachusetts towns. Of the ten smallest towns in Middlesex County, all but Sherborn utilize quarterly billing, and 85% of the 351 cities and towns of the Commonwealth utilize quarterly billing.

### **We recommend favorable action (7-1)**

## **ARTICLE 23. AMEND GENERAL BY-LAWS RE: ILLICIT DISCHARGES**

To see if the Town will vote to amend Chapter 25 of the General By-laws, Comprehensive Stormwater Management, by inserting a provision addressing illicit discharges to the stormwater management system, with text to be inserted shown in **bold underline** and text to be deleted shown in ~~striketrough~~-type, as follows:

### **CHAPTER 25. Comprehensive Stormwater Management By-law (Added 2011)**

#### **Section 1: Authority**

This By-law is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution, the Home Rule statutes and pursuant to the regulations of the federal Clean Water Act found at 40 CFR 122.34.

#### **Section 2: Purpose**

The purpose of this By-law is to regulate discharges to the Municipal Separate Storm Sewer System (MS4) to protect the Town of Sherborn's water bodies and groundwater and to safeguard the public health, safety, welfare and the environment. Increased and contaminated stormwater runoff associated with construction sites, developed land uses and the accompanying increase in impervious surface are major causes of impairment of water quality and flow in lakes, ponds, streams, rivers, wetlands and groundwater. This purpose is accomplished through the following:

- 2.1 Institute water resource protection measures identified in the Supplemental Final Comprehensive Water Resource Management Plan / Environmental Impact Report - Commonwealth of Massachusetts EOE File Number 8844 (CWRMP);
- 2.2 Protect groundwater and surface water from degradation;
- 2.3 Promote groundwater recharge;
- 2.4 Require practices to control the flow of stormwater from new and redeveloped sites into the Town storm drainage system in order to prevent flooding and erosion;
- 2.5 Require practices that eliminate soil erosion and sedimentation and control the volume and rate of stormwater runoff resulting from land disturbance activities;
- 2.6 Prevent pollutants from entering the Town's Municipal Separate Storm Sewer System (MS4) and minimize discharge of pollutants from the MS4;
- 2.7 Ensure that soil erosion and sedimentation control measures and stormwater runoff control practices are incorporated into the site planning and design process and are implemented and maintained;
- 2.8 Ensure adequate long-term operation and maintenance of structural stormwater best management practices so that they work as designed;
- 2.9 Comply with state and federal statutes and regulations relating to stormwater discharges; and,
- 2.10 Establish the Town's legal authority to ensure compliance with the provisions of this By-law through inspection, monitoring, and enforcement.

Nothing in this By-law is intended to replace the requirements of the Town of Sherborn Zoning By-law, General By-laws, or any other By-law that may be adopted by the Town of Sherborn. Any activity subject to the provisions of the above-cited By-laws must comply with the specifications of each.

### Section 3: Definitions

**Except as listed below, words, all terms, abbreviations and acronyms that appear in this bylaw and are also defined in Appendix A of the Final 2016 Massachusetts Small MS4 General Permit ("Appendix A") signed April 4, 2016 with an effective date of July 1, 2017, (MS4 General Permit) or as most recently amended, shall be construed to have the meaning presented in Appendix A.**

**Illicit Connection -- A surface or subsurface drain or conveyance, which allows an illicit discharge into the municipal storm drain system, including without limitation sewage, process wastewater, or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed or approved before the effective date of this Bylaw.**

**Any other Definitions** that apply in the interpretation and implementation of this By-law shall be included as part of any Stormwater Regulations promulgated as permitted under Section 5.2 of this By-law.

### Section 4: Applicability

#### 4.1 **Illicit Discharges - The following activities are prohibited:**

**Illicit Discharges – No person shall dump, discharge, cause or allow to be discharged any pollutant, unauthorized stormwater or non-stormwater discharge into the municipal separate storm sewer system (MS4) and/or Town right-of-way.**

- a. Illicit Connections – No person shall construct, use, allow, maintain or continue any illicit connection to the municipal separate storm sewer system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.
- b. Obstruction of MS4 – No person shall obstruct or interfere with the normal flow of storm water into or out of the MS4 without prior written approval from the Director of Community Maintenance and Development (CM & D).
- c. Yard Wastes – No person shall dump or dispose of yard waste (leaves, grass clippings, etc.) into the MS4, or into catch basins, retention/detention basins or any other component of a stormwater management system which discharges to the MS4.

#### **4.2 Permitted Non-Stormwater Discharges**

A limited category of non-stormwater discharges are only allowed with a permit from the Director of CM&D. Such permits may be granted only following an examination of potential alternatives and a finding by the Director that there is no viable alternative. These categories are:

- a. Uncontaminated pumped ground water
- b. Foundation drains
- c. Water from crawl space pumps
- d. Footing drains

#### **4.3. Prohibited Non-Stormwater Discharges**

The following non-stormwater discharges are strictly prohibited:

- a. De-chlorinated swimming pool discharges
- b. Discharging water from any source into the street

#### **4.4 Land Disturbance**

No person shall undertake construction activity that requires (a) Planning Board review (including new subdivisions, special permits for multi-family development, and site plan review for new commercial/industrial development or redevelopment), (b) a Building Permit (such as new single family residential development or redevelopment), or (c) utility line work, AND if the activity will disturb or alter one acre or more of land, either initially or as part of a common plan for development that will disturb or alter one acre or more of land, without obtaining a Stormwater Management Permit (SMP) from the Planning Board.

Any activity that is subject to Site Plan Review or the Subdivision Control Law or requires a Special Permit from the Planning Board per the Sherborn Zoning By-law shall be eligible for an SMP to be reviewed and granted as a component of such other permitting process.

#### **4.25 Exemptions**

The following activities shall be exempt from the requirement for an SMP:

**4.25.1** Normal maintenance and improvement of land in agricultural use as defined by M.G.L. Chapter 128, Section 1A.

**4.25.2** Maintenance of existing landscaping, gardens or lawn areas.

**4.25.3** Creating impervious area consisting of a previously existing unpaved driveway for a single family dwelling, or expansion of an existing paved driveway for a single family dwelling.

**4.25.4** The construction of fencing that will not alter existing terrain or drainage patterns.

**4.25.5** Construction or maintenance and repair of utility service lines (gas, water, electric, telephone, fire alarms, etc.) other than drainage lines or systems, which will not alter terrain, ground cover, or drainage patterns.

**4.25.6** Emergency repairs to any stormwater management facility.

**4.25.7** Any work or projects for which all necessary approvals and permits, including building permits, have been issued before the effective date of this By-law.

**4.25.8** Construction of items normally appurtenant to residential uses, such as decks; patios; walkways; fruit, vegetable, or flower gardens; driveways; sheds; swimming pools; and tennis or basketball courts.

**4.25.9** Repair or replacement of septic systems.

**4.25.10** Any construction activity or project wholly within the jurisdiction of the Conservation Commission provided that an Order of Conditions has been issued by the Conservation Commission.

## **Section 5: Administration**

**5.1** The Planning Board shall administer and implement this By-law, other than Sections 4.1-4.3 and 6.2, relative to illicit discharges, which sections shall be administered by **Community Maintenance and Development (CM&D)**.

**5.2 Rules And Regulations** - The Planning Board **and CM&D** may adopt, and periodically amend, Rules and Regulations relating to the terms, performance standards, conditions, definitions, enforcement, fees (including application, inspection, and/or consultant fees), procedures and administration of this Comprehensive Stormwater Management By-law by majority vote of the Planning Board, after conducting a public hearing to receive comments on any proposed Rules and Regulations or revisions thereto. Such hearing dates shall be advertised in a newspaper of general local circulation, at least seven days prior to the hearing date. After public notice and public hearing, the Planning Board may promulgate Rules and Regulations to effectuate the purposes of this By-law. Failure by the Planning Board to promulgate such Rules and Regulations or a legal declaration of their invalidity by a court shall not act to suspend or invalidate the effect of this By-law.

**5.3 Stormwater Management Handbook** - The Planning Board will utilize the policy, criteria and information including specifications and standards of the latest edition of the Massachusetts Stormwater Management Standards and Handbook for execution of the provisions of this By-law. This Handbook includes a list of acceptable stormwater treatment practices, including the specific design criteria for each stormwater practice. The standards and handbook may be updated and expanded periodically, based on improvements in engineering, science, monitoring, and local maintenance experience.

**5.4 Actions** - The Planning Board may take any of the following actions as a result of an application for a Stormwater Management Permit as more specifically defined as part of Stormwater Regulations promulgated as a result of this By-law: Approval, Approval with Conditions, or Disapproval.

**5.5 Appeals Of Actions** - A decision of the Planning Board shall be final. A decision by the Planning Board made under this Section 24 shall be reviewable in the Superior Court in an action in the nature of certiorari filed within 60 days thereof, in accordance with Massachusetts General Laws chapter 249 Section 4.

**5.6 Permits And Procedures** - Permit Procedures and Requirements shall be defined and included as part of any Rules and Regulations promulgated as permitted under Section 5.2 of this By-law.

**5.7 Water Resources Mitigation Fund** - The Planning Board may allow the applicant to contribute to the Town of Sherborn Water Resources Mitigation Fund where it has been demonstrated that there are not sufficient conditions for onsite stormwater best management practices in order to meet the Performance Standards as described in the Regulations promulgated under this By-law. Funds may be used to design and construct stormwater projects that will improve the quality and quantity of surface waters in Sherborn by treating and recharging storm water from existing impervious surfaces that is now discharged to said waters with inadequate treatment or recharge. The amount of the contribution to the fund shall be determined by the Planning Board.

## **Section 6: Enforcement.**

### **6.1 Land Disturbance**

**6.1.1** The Building Inspector and the Police shall be the enforcement agents. When the Planning Board or its enforcing agent determines that an activity is not being carried out in accordance with the requirements of this Chapter, Stormwater

Regulations or an SMP, the agent shall issue a written notice of violation to the owner of the property. Persons receiving a notice of violation may be required to:

**6.1.2** Halt all construction activities until there is compliance. A “stop work order” will be in effect until the Planning Board or its agent confirms that the activity is in compliance and the violation has been satisfactorily addressed.

**6.1.3** Maintain, install or perform additional erosion and sedimentation control measures;

**6.1.4** Monitor, analyze and report to the Planning Board regarding progress in addressing activities cited in a notice of violation;

**6.1.5** Remediate erosion and sedimentation resulting directly or indirectly from the activity.

**6.1.6** Failure to comply with a notice of violation in the time specified therein constitutes a violation of this By-law and may result in penalties in accordance with the enforcement measures authorized in this Chapter.

## **6.2 Illicit Discharges**

### **6.2.1 The CM&D Director or his designee shall be the enforcement agent for illicit discharges**

**6.2.2** Penalty. Any person who violates any provision of this Chapter, Regulations, or SMP’s or violation notices issued thereunder, may be punished by a fine of not more than \$250.00. Each day or part thereof that such violation occurs or continues shall constitute a separate offense, and each provision of the Chapter, Regulations or SMP violated, shall constitute a separate offense.

**6.2.3** Non-Criminal Disposition. As an alternative to the penalty in Section 6.2, the enforcing authority may elect to utilize the non-criminal disposition procedure set forth in Chapter 16, Section 2 of the General Bylaws of the Town of Sherborn. Each day or part thereof that such violation occurs or continues shall constitute a separate offense, and each provision of this Chapter, Regulation or permit violated shall constitute a separate offense. The penalty for non-criminal disposition shall be \$200.00 per violation.

## **Section 7 Severability**

If any provision, paragraph, sentence, or clause of this By-law shall be held invalid for any reason, all other provisions shall continue in full force and effect;

or take any other action relative thereto. *(Select Board for CM&D)*

**Advisory Committee:** This article amends Chapter 25 of the Town’s General By-laws, Comprehensive Stormwater Management, by inserting provisions addressing illicit discharges to the stormwater management system. It brings the Town’s By-laws up-to-date with State regulations on stormwater that were finalized in 2016.

## **We recommend favorable action (8-0)**

## **ARTICLE 24. AMEND ZONING BY-LAWS RE: ACCESSORY APARTMENT**

To see if the Town will vote to amend Section 3.2 (2) of the Zoning By-law as follows, with insertions shown in **bold underline** and deletions are shown in ~~strike through~~-type, as follows:

### 2) Apartment - This use is permissive in all districts.

a) Single family detached dwelling, together with accessory buildings, containing in the dwelling or in an ~~existing~~ accessory building ~~as of April 24, 2018~~ one additional housekeeping unit provided:

~~1(a). Such unit shall be occupied by not more than three persons; and~~

~~1(b). The owner(s) of the premises shall live in either such unit or the primary dwelling unit;~~

2. The special permit granting authority shall be satisfied that, upon the termination or expiration of the special permit, the facilities of such unit can readily be removed or, alternatively, reintegrated with the dwelling to produce an allowed use of the property under Section 3;

3. The gross floor area of such unit shall not exceed 1200 square feet;
4. Any special permit granted shall specify that the external character of the premises shall be that of a single family residence;
5. The installation of such unit and any use thereof shall be permitted only upon the issuance of a special permit by the special permit granting authority in compliance with the procedures set forth in Section 6;
6. The applicant for a special permit for such unit shall file with the special permit granting authority such plans, specifications and other instruments concerning the proposed unit and the subsequent use thereof as the special permit granting authority may reasonably require by general rule or by request to the applicant;
7. No special permit for a unit shall be issued for a period of more than ~~two~~ **four years** but may be renewable for like periods thereafter in accordance with the procedures set forth in Section 6; **such special permit shall automatically terminate upon the sale, transfer, or other change in ownership of the property of which such unit forms a part.**
8. Such unit may not be rented ~~to any single party~~ **or licensed for occupancy** for periods ~~terms~~ of less than 30 days, **whether through Airbnb or similar service or directly by or on behalf of the owner. The intent of this article is to increase the diversity of housing stock in the Town that is available for people who want to reside in Sherborn;**

or take any other action relative thereto. (*Select Board for the Planning Board*)

**Advisory Committee:** This article proposes changes to the existing accessory apartment Zoning by-law. The new changes remove the date restriction of April 24, 2018 and existing accessory building from the current by-law and allow for the unit to be occupied by more than three persons. The article will continue to allow the Owner of the premises to build one additional unit, to rent to persons who are not related to the Owner by blood, marriage or adoption. The gross square footage of the dwelling is limited to 1,200 square feet and the length of the special permit has been increased from 2 years to 4 years. These changes will allow Sherborn seniors the opportunity to age in place and stay in Sherborn as well as allow all property Owners the opportunity to generate revenue to offset their tax liability.

**We recommend favorable action contingent upon the removal of the terminology that requires the permit to be terminated upon the property transfer of ownership (7-1)**

## **ARTICLE 25. AUTHORIZATION TO ACQUIRE CSX PROPERTY: RAIL TRAIL**

To see if the Town will vote to authorize the Select Board to acquire the CSX property from the vicinity of Whitney Street north to the Framingham town line (Assessors Map 1, Parcel 32) and convert it to a rail trail, contingent on using Environmental Bond Bill funds and potential donations and grants; or take any other action relative thereto. (*Select Board for the Planning Board*)

**Advisory Committee:** The Advisory Committee recognizes the benefit of this article to the town in potentially connecting to the regional rail trail circuit. The conversion of this unused outdoor space into recreational and connecting trailways will add value to the town and benefit residents seeking outdoor activities. The opportunity to acquire CSX property to continue the upper Charles River rail trail will be funded by a previously approved Environmental Bond Bill. The subject property was only recently offered by CSX to Sherborn. This section will augment a regional rail trail that will eventually be a 22 mile trail that routes through Sherborn and neighboring towns. Framingham is also working to convert CSX property within their town. This combined connection upon Framingham's completion will also connect to the Bay Circuit Trail within the Town of Sherborn and add connectivity to public transportation, specifically the commuter rail, without need for a motorized vehicle for the first time in the history of Sherborn barring the horse and buggy of bygone eras. The funding of this article is through an existing Environmental Bond Bill submitted and authorized by the Commonwealth and not yet allocated. No additional tax dollars will be needed to cover the cost of this purchase.

**We recommend favorable action to authorize the Select Board to acquire the CSX property. (8-0)**

## **ARTICLE 26. CITIZEN PETITION RE: NEW POSITION OF SUSTAINABILITY COORDINATOR**

To see if the Town will vote, pursuant to Chapter 3, Sec. 11 of its General Bylaws, to direct the Select Board to create the Regular Part-Time position of Sustainability Coordinator and appoint a Sustainability Coordinator; and, further, to raise and appropriate or transfer from available funds appropriate compensation for this position. The Select Board shall fix the Sustainability Coordinator's compensation in a manner consistent with the Personnel Bylaw and related plan and within the amount annually appropriated for that purpose.

The Select Board shall appoint a Sustainability Coordinator solely on the basis of his/her executive and administrative qualifications. He/She shall be a professionally qualified person of proven ability, especially fitted by education, training and previous experience to perform the duties of the office. He/She shall not have served in an elective office in the Town's government for at least twelve months prior to appointment.

### **Powers and Duties of the Sustainability Coordinator**

- (a) He/She shall report to the Town Administrator and coordinate with the Town Planner and Director of Community Maintenance and Development on day-to-day operations
- (b) He/She shall prepare, develop and submit Green communities Competitive Grant applications and shall aggressively seek out, prepare, develop and submit application for any other applicable grants and any other funding for energy conservation measures
- (c) He/She shall research, develop and implement proposals for municipal and residential energy cost savings initiatives
- (d) He/She shall assist the Community Maintenance and Development Department and the Town Planner in any implementation of energy conservation measures or upgrades on all projects
- (e) He/She shall develop and implement outreach and communication strategies to engage Town staff, businesses and residents related to climate, energy and sustainability
- (f) He/She shall develop and implement mechanisms to measure and track progress in achieving sustainability goals
- (g) He/She shall perform all other related duties as required

### **Removal or Suspension of the Sustainability Coordinator**

The Select Board may terminate, remove or suspend the Sustainability Coordinator in accordance with the Town's Personnel By-law.

*(Citizen Petition: D. DeMauro and ten others)*

**Advisory Committee:** Town officials do not have the time or expertise to research and apply for all the energy conservation grants and incentives available to the Town. By approving Article 26, the Town will allow the Select Board to appoint a Sustainability Coordinator to pursue a wide range of funding for the Town, reduce energy costs, and track the Town's energy usage. The Sustainability Coordinator will also partner with Town officials to achieve energy reduction goals, run public forums, and host educational events. Furthermore, the Sustainability Coordinator will assist businesses and residents in their efforts to reduce energy usage and costs.

**We recommend favorable action (8-0).**

## **ARTICLE 27. CITIZEN PETITION RE: TRANSPARENCY IN EXCLUDING DEBT FROM PROP 2 ½ LIMITS AND BUNDLING OF CAPITAL PROJECTS**

A1. Amend the General By-laws by adding new Chapter XX as follows:

### **Chapter 31: FINANCIAL TRANSPARENCY WHEN INCREASING THE TOWN'S INDEBTEDNESS**

#### **Section 1. Purpose**

The purpose of this by-law is to establish financial disclosure requirements in the Advisory Town Meeting report and the provision of a financial disclosure statement at each polling place when a debt exclusion vote is held, pursuant to General Laws, Chapter 59, Section 21C(k) (Proposition 2 ½). This by-law limits the tax exclusion to a defined maximum dollar value disclosed in the warrant article seeking approval for the capital item.

#### **Section 2. Bundling of Capital purchases into a single warrant article vote**

All town capital purchases of at least \$50,000, or requests to renovate or expand a specific town structure or building costing at least \$50,000, shall require a discrete vote by the local appropriating authority. If a bundle of capital purchases for a specific town department exceeds \$50,000, the items should be segregated into two or more warrant votes, and the method of allocation be disclosed in the warrant article. Investment in communications and/or information technology capital purchases shall not be bundled with other capital votes for either equipment or building renovation or building expansion purposes. Communication and/or information technology purchases that are integrated and will support multiple departments may be bundled into a single vote. Investment in energy generation equipment, including long-term leasing obligations on a net-usage charge basis, shall not be bundled with other capital articles.

If total payment by the town for the capital purchase or building project will be reduced by any other sources of funds, either obtained through a grant from another governmental agency, foundation, or other independent entity, the maximum obligation the town is subject to should be clearly disclosed.

This by-law shall also apply to capital purchases by a regional governmental unit subject to approval by the local appropriating authority.

**Section 3.** Disclosure of Financial Impact of Excluding Debt from Chapter 59, Section 21C (Prop 2½) Limits

The Treasurer shall provide financial estimates of the taxation impact for any proposed capital expenditure that invokes General Laws, Chapter 59, Section 21C(k) (Proposition 2½). This disclosure would include: (A) the maximum annual expenditure in debt service to pay principal and interest on all forms of indebtedness, using the prevailing long-term municipal bond rate as of March 1 in the year approval is sought; (B) the increase to the town's property tax mil rate using the maximum annual debt service expenditure, divided by the most recent assessed value of all properties in town subject to taxation; (C) the increase in the annual tax bill for the Average Single Family Home Value in the town of Sherborn using the most recently published value by the Massachusetts

Department of Revenue, Division of Local Services, derived using the change in the town's property tax mil rate as disclosed in (B).

This disclosure shall also apply to the town of Sherborn's apportioned share of principal and interest on any debt obligations issued by a regional governmental unit. Advisory shall include this disclosure with the warrant article that seeks authorization for the capital item.

**Section 4.** Maximum amount of exclusion from taxation to service principal and interest on any debt obligation issued

The amount of taxation excluded from General Laws, Chapter 59 Section 21C (Proposition 2 ½) shall not exceed the amount disclosed in the town meeting report prepared by the Advisory Committee. If the maximum amount of taxation is dependent upon funds received from third-parties, this shall be disclosed and the maximum amount shall be included in all disclosure statements defined in this section of the town's by-laws.

**Section 5.** When multiple warrant articles are proposed subject to General Laws, Chapter 59 Section 21C (Proposition 2 ½)

The Advisory committee shall include a summary financial schedule in their town meeting report that itemizes the disclosures in Section 2. The financial schedule shall include a total value calculated for the items defined in Section 2, as if all capital warrant articles were approved.

**Section 6.** Provision for financial disclosure at each town polling place

The presiding election officer at each polling place shall post the financial disclosures for each warrant article approved at town meeting subject to General Laws, Chapter 59 Section 21C (Proposition 2 ½) and the summary schedule if required in Section 5. A copy of this financial disclosure shall be made available to each registered voter when they are provided an official ballot.

*(Citizen Petition: Michael C. Lee and sixteen others)*

**Advisory Committee:** The Advisory Committee fully supports clear disclosure of the financial impacts of capital projects and purchases. However, this article adds onerous or unworkable conditions to an already rigorous approval process for capital items. As a point of reference, information about the capital requests in this year’s Warrant is provided in the Report of the Town Capital Budget Committee appended to this document, and information about the potential impact of these requests on the Tax Rate and the bill for an average home is presented at the top of this Report.

**We recommend no action (8-0)**

## **ARTICLE 28. CITIZEN PETITION RE: TRANSPARENCY IN THE INCURSION OF ADDITIONAL UNFUNDED LIABILITIES**

This article would amend Chapter 31, if previously voted for approval at the same town meeting. If the previous article fails, this warrant article would establish Chapter 31 By-Law.

A1. Amend the General by-laws to modify (add a new) Chapter 31 as follows:

Add to Section 1. “The town shall also not increase its net pension liability without provision to amortize the increased liability. The town’s appropriating authority may seek voter approval to suspend this amortization provision subject to the provisions of this by-law.”

“**Section 7** (or 2). The town shall not permanently increase its net pension liability for town employees higher than \$10,736,551. If the town reports an increase in the net pension liability for town employees, using the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, the amount in excess of \$10,736,551 should be equally amortized in the second through fifth fiscal years following the date of the financial statement. The amortization payments should be made to the Middlesex County Retirement System, or to any successor agent designated to administer the town’s public employee retirement system.

**Section 8** (or 3). If the net pension liability declines in a subsequent reporting period, the Advisory Committee may replace the existing amortization schedule with a revised schedule. The revised equal amortization payments would be due in the second through fifth fiscal years following the date of the financial statement. If the net pension liability is lower than \$10,736,551, no amortization payments would be required.

**Section 9** (or 4). If the net pension liability increases above the value used to calculate the existing amortization schedule, the new net liability value shall be used to calculate the equal amortization payments. This revised set of payments are due in the second through fifth fiscal years following the date of the financial disclosure, payable to the Middlesex County Retirement System or its successors.

**Section 10** (or 5). The local appropriating authority of the town may seek voter approval to suspend an amortization payment for the following fiscal year. To suspend a payment, a warrant article would be placed on the town warrant that includes the approval of the town’s annual budget, subject to approval by a majority of the Select Board. The local appropriating authority, by two-thirds vote, may seek voter approval at a regular or special election to suspend of the amortization schedule for the next fiscal year, provided the question submitted shall be as follows:

‘Shall the town of Sherborn suspend amortization of the net pension liability in excess of our maximum liability of \$10,736,551 set by town by-law, for the following fiscal year?’

**Section 11** (or 6). If a warrant article seeking suspension is proposed for town meeting, Advisory committee shall be required to include in their report the following financial disclosures: (A) the current net pension liability, the town’s net pension liability as of January 1, 2006; and the change in the town’s net pension liability since January 1, 2006; (B) the most recent annual increase or decrease, in total pension liability, total pension assets, net pension liability, and pension funding ratio; (C) a comparison of the town’s pension funding ratio to other demographically similar Massachusetts suburban communities that independently manage a public employee retirement system; (D) a ten year trend in the town’s net OPEB liability and current funding ratio; (E) a schedule summarizing the most recent financial report detailing the town’s total long-term liabilities, including the calculation of the total long-term liability; (F) a calculation of the total long-term liability on a per-Sherborn household basis, as defined in the most recent United States Census.

**Section 12** (or 7). Provision for financial disclosure at each town polling place.

The presiding election officer at each polling place shall post the financial disclosures for the warrant article approved at town meeting seeking to suspend an amortization payment. A copy of this financial disclosure shall be made available to each registered voter when they are provided an official ballot.”

*(Citizen Petition: Michael C. Lee and seventeen others)*

**Advisory Committee:** This article proposes an amendment to the General By-laws that will prevent the town from incurring a permanent increase to the pension liability for town employees higher than the current level of \$10,736,551. Although the intent behind the article is noble, it is not fiscally responsible because it sets a ceiling for the employee pension debt. The town funds its employee pension costs annually in accordance with state regulations and the annual actuarial valuation results, which cost \$1,031,000 in FY 2019. This ceiling would require Advisory to move annual operating budget dollars away from town departments in order to cover any increase in the pension liability each year. This would put an undue strain on department budget makers who are already being asked to make budget cuts to their FY 20 budgets.

**We recommend no action (8-0)**

# Capital Budget Committee Report, April 2019

Joe Shanahan (Chair), Kecia Lifton, Jeff Waldron

**Introduction and context** - The duties of the Capital Budget Committee are articulated in Chapter 6 of the Sherborn's General By-laws. The Committee, appointed by the Town Moderator, "...shall consider all matters relating to proposed expenditures of money for capital improvements and may make recommendations to the Town and all Town Boards, Officers and Committees with reference to such expenditures." The By-laws go on to define a capital improvement as "...a physical betterment or item of equipment having a useful life, of at least five years, and a cost of ten thousand dollars (\$10,000.00) or more."

Our charge is to evaluate each request that meets this criteria for its individual merit, regardless of its source of funding. The Committee considers capital items, as defined in the By-laws, regardless of whether they are to be funded with exempt debt, non-exempt debt, operating funds, or free cash. In addition, the Committee does not rank individual requests against each other, against other noncapital funding requests, or in the context of Town priorities in any given year. We provide the Sherborn Advisory Committee with an evaluation on the individual merit of each request based on the criteria below.

Each request must meet at least one of the following criteria:

- Corrects a threat to health and safety
- Improves the asset to avoid costly repair
- Replaces an asset to maintain service levels
- Enables an asset to meet a legal requirement
- Improves productivity, efficiency or service levels significantly
- Addresses an overburdened situation

It is important to note that, in any given year, the Town can choose to defer needed capital expenditures. However, the needs that those expenditures address do not then disappear, and in some cases, a delay can result in additional operating costs and higher capital costs in the future.

The Capital Budget Committee takes a long-term view of the Town's needs to maintain and enhance infrastructure and to smooth capital expenditures over time. We encourage all capital requesters to develop 5- and 10-year capital plans in a consistent and measurable framework. Also, because Pine Hill, the Regional Schools, and Town Buildings have obtained capital needs assessment reports from an outside consultant, these capital needs are well documented and foreseeable. The Committee encourages these entities to update their reports approximately every five years.

**Process** - As part of our process, we ask capital project sponsors to justify their request with a thorough explanation within the context of the criteria above and to provide detailed background materials, photos, and engineering plans as available. We require three quotes for anything costing between \$10,000 and \$50,000 or, for items costing more than \$50,000, there needs to be an official bid process. The only exceptions are if the capital purchase will be procured through the state contract system or another approved bulk purchasing process. Whenever possible, we like to see qualified third-party evaluations and recommendations regarding remaining useful life and expected replacement time. Finally, all sponsors must meet with the Committee to present their case.

As further protection of the taxpayers, all expenditures approved by Town Meeting are supervised by the Town Administrator in his/her role as Chief Procurement Officer.

**Overview of FY2020 capital requests** - The major capital requests in FY2020 include requests from the Pine Hill School, Fire Department, CM&D and Town Buildings. Pine Hill School is requesting a total of \$65,000 to replace worn and old flooring in the kindergarten classroom, common areas and library, which includes labor to remove and replace furniture and books.

The Fire Department is requesting a total of \$73,000 for Breathing Support Equipment required by OSHA and currently not in compliance. This is a safety issue for our town Firefighters and was recently identified as such during a self inspection for OSHA compliance.

CM&D is requesting a total of \$304,695, which includes the replacement of three (3) fleet vehicles, material processing and other equipment necessary for road repair, clearance and treatment, as well as fallen tree or limb removal. The largest item

is the replacement of a 25 year old tractor (\$75,100) that has limited use and requires replacing. The two other fleet vehicles are pickup trucks which have over 100,000 miles and are experiencing maintenance concerns such as rot in the bed of the truck. Additionally, CM&D is requesting a tow behind blower and water tank/brine sprayer for road clearance and treatment. The total for the trucks and associated equipment is \$111,295. Finally CM&D is requesting an air compressor and jackhammers (\$22,300), equipment over 40 years old requiring replacement for road repairs.

Town Buildings is requesting a total of \$300,000 for multiple projects at the Police Department, Fire Department, Town Hall front entryway, site work, paving and lighting. Both the Police Department (\$55,000) and Fire Department (\$70,000) require exterior repairs for rotting or damaged areas, which will only become progressively worse and more costly if ignored. The front entryway ramp and stairs of the Town Hall (\$75,000) were identified in the On-Site Insight report commissioned by the town in 2016 and require replacement to be brought up to building code and due to water damage. Additionally, there are site work requirements (\$35,000) for the Town Hall campus to include paving and lighting. Finally, Town Buildings is requesting capital funds for Campus Site Work (\$65,000), to include additional paving needed upon completion of the Town Library project, site work to improve a safety and access issue at the Police Station rear entrance; the installation of drainage pipes for gutters on the Police Station.

If alternative sources of funding, such as grants, matching funds from the state, unused and previously authorized capital funds, are available, they are discussed below in the description of the specific capital item. *Before funding from alternative sources*, the FY2019 capital requests total \$742,695. The requests, net of funding from alternative sources, could be funded by any combination of exempt debt, non-exempt debt, operating funds, or free cash as determined by the Advisory Committee and the Board of Selectmen.

### **Capital Items in Article 9**

#### **a. Fire Department**

##### **Breathing Support Equipment**

This equipment consists of and SCBA Air Compressor and Containment Fill Station, and an Oxygen Containment Fill Station. This equipment is used to fill and store the oxygen tanks used by the department. The current equipment is well beyond its useful life of 20 years and does not comply with current safety standards. There is no containment in case one of the tanks were to explode, which poses a serious danger to personnel. The project will be procured through government procurement service HGAC Buy.

**We recommend favorable action for a total cost up to \$73,000.**

#### **b. Community Maintenance and Development**

**Air Compressor & Jackhammers:** The existing equipment was manufactured in the 1970's and breaks down frequently, causing delays to road repairs and other maintenance. The systems need to be replaced in order to complete the work required of this department. For this a specific quote has been solicited.

**We recommend favorable action for a total cost up to \$22,300.**

#### **c. Community Maintenance and Development**

**Material Processing: Asphalt Hot Box & Wood Chipper** (*Fleet Assessment Tool vehicle ID # 19*): Current road patching and repair is less effective with poor repairs and wasted materials without the asphalt hot box. When road repairs are undertaken, asphalt must be brought from the plant to town in a cold truck, and any material not used must be disposed of. A hot box would allow for the use of all material purchased and speed up repairs. This is also the practice of surrounding towns. The current wood chipper is from 1998, has 784 hours of use, is small and does not have a winch. This has resulted in injuries and is the number one source of Workmen's Comp claims. The useful life is 10-15 years. The wood chipper is increasingly needed to assist with the removal of down limbs from dead trees throughout town as a result of the winter moth. Specific quotes have been solicited for both the asphalt hot box and wood chipper.

**We recommend favorable action for a total cost up to \$96,000.**

#### **d. Community Maintenance and Development**

**Large Tractor:** The current tractor is from 1994, is undersized and under powered for its intended use. It cannot be used in the winter because it does not have a cab. It is currently used to mow all ball fields, and the new tractor would be used to remove snow and cut brush in the winter, and to tow the blower in the fall.

**We recommend favorable action for a total cost up to \$75,100.**

## **e. Community Maintenance and Development**

**Pick-Up Trucks and Highway Equipment** (*Fleet Assessment Tool vehicle IDs #s HI, 33*): The two current pick up trucks were manufactured in 2007 and 2001, with 113,891 and 118,681 miles respectively. The trucks have exceeded their useful life, are becoming a maintenance burden and safety concern. The vehicles are needed for CM&D work and need to be replaced. Highway Equipment includes a Water Tank/Brine Sprayer and a Tow-Behind Blower. The town has no public water for street sweeping; currently a small sprayer on a trailer is used. Pretreatment with a brine sprayer would reduce the amount of salt needed later and would be environmentally preferable. A Water Tank/Brine Sprayer would reduce salt usage and be more efficient for road treatment purposes. Tow-Behind Blower - Used to remove leaves before they become sweepings that must be disposed of. We currently don't have a large blower for the fields or the roadsides. Leaves that don't get blown off the edges of the road in the fall end up in the catch basins or they get swept in the spring. This adds to the volume of debris that we pay to dispose of. Specific quotes have been solicited for the vehicles and highway equipment.  
**We recommend favorable action for a total cost up to \$111,295.**

## **f. Town Buildings and Properties**

**f1. Town Building and Campus Projects:** Based on the Town Buildings On-Site Insight report from August 2016, we are in the third year of funding an estimated backlog of 1.2 M of life-cycle replacement projects. In addition, the Library expansion project has added expenses for the public water supply system and accelerated the need for the campus paving, lighting, and site work.

**We recommend favorable action for a total cost up to \$35,000.**

**f2. Fire Station Siding and Exterior Repairs:** Complete replacing failed siding and trim, and finish LED upgrade to exterior lighting.

**We recommend favorable action for a total cost up to \$70,000.**

**f3. Campus Site Work in Conjunction with Library Project:** Project components include: site work to improve a safety and access issue at the Police Station rear entrance; the installation of drainage pipes for gutters on the Police Station (omitted from original building scope); and paving of all areas of campus not included in Library contract.

**We recommend favorable action for a total cost up to \$65,000.**

**f4. Police Station Exterior Upgrades:** Project work and preventive measures to the exterior of the Police Station include the installation of gutters, improvements to exterior flashing, and repairs to the brick façade that has been damaged due to the lack of these exterior features.

**We recommend favorable action for a total cost up to \$55,000.**

**f5. Replacement of Town Hall Handicap Ramp and Entryway:** The handicap ramp entrance to Town Hall has ADA compliance issues and deterioration beyond repair without upgrade. There are also winter maintenance and safety concerns with ice from the roof above. As a result, this project will upgrade and replace the ramp and entranceway, including addressing grading issues in conjunction with parking lot work from the Library construction project.

**We recommend favorable action for a total cost up to \$75,000.**

## **g. Pine Hill School**

### **g1. Kindergarten Classroom and Common Area Floors**

The current flooring is original to the Kindergarten wing that was built in 1998, and has deteriorated to the point that replacement is needed. The total estimated cost of replacement is \$35,000. For this a specific quote has been solicited.

**We recommend favorable action for a total cost up to \$35,000.**

### **g2. Library and Adjoining Classroom Hallway Floors**

The current flooring is worn and past its useful life. The total estimated cost of replacement is \$30,000. This includes funds to temporarily remove the books and shelving and reinstall when the project is complete. For this a specific quote has been solicited.

**We recommend favorable action for a total cost up to \$30,000.**



**Report of the Sherborn Advisory Committee  
2019 ANNUAL TOWN MEETING  
Sherborn, MA 01770**

Carrier Route Presort  
Presorted Standard  
U.S. Postage  
PAID  
Sherborn, MA 01770  
Permit No. 6

**RESIDENT  
SHERBORN, MA 01770**

**Please bring this report with you to  
*The 2019 Annual Town Meeting  
Tuesday, April 23, 2019, 7PM  
Lindquist Commons  
Dover Sherborn Regional High School***



Kristine Trierweiler <ktrierweiler@medfield.net>

## CLIMATE GOALS draft warrant article

Fred Davis <fdavis@tiac.net>

Sun, Feb 23, 2020 at 3:44 PM

To: Fred Davis <fred@freddaviscorp.com>, Paul Fechtelkotter <pfec@us.ibm.com>, Marie Zack Nolan <mznolan@comcast.net>, Osler Peterson <osler.peterson@verizon.net>, Cynthia Greene <medfielder@msn.com>, JIM NAIL <jnail78@comcast.net>, David Temple <davidftemple@yahoo.com>, "Stack, William J" <william.stack@eversource.com>, "Fleischmann, Fritz" <fleischmann@babson.edu>, David Stephenson <D.Stephenson@stephensonstrategies.com>, "John A. Thompson" <jthompson166@verizon.net>, Jean Mineo <jeanmineo@aol.com>, Alec Stevens <astevens@dmiinc.com>, Penni Conner <penelope.conner@nstar.com>, Sarah Raposa <sraposa@medfield.net>, Bill Massaro <wmassaro@comcast.net>, Robert Winograd <rawinograd@gmail.com>, Tricia Pembroke <pdgpembroke@comcast.net>, Kristine Trierweiler <ktrierweiler@medfield.net>, Lee Alinsky <lee427@comcast.net>, Evelyn Clarke <eclarke@medfield.net>, Amy Colleran <acolleran@email.medfield.net>, Todd Trehubenko <ttrehubenko@comcast.net>, Gilbert Rodgers <gil.rodgers@energyzt.com>, Megan Sullivan <mbsul@comcast.net>, Mike Quinlan <mquinlan@compasspminc.com>, Robert Booker <booker3co@gmail.com>, Julia Gecha <julia.gecha@gmail.com>

Medfield Energy Committee --

I have drafted a CLIMATE GOALS draft warrant article for reviewing in advance of our discussion at this week's MEC meeting. After looking at a number of towns' efforts; I based ours mostly on Ashland's recent Warrant Article, passed just a few months ago.

Attached are three files. The .xls spreadsheet contains our proposed wording; the other two files are helpful background bits about organizing work:

*2020 02 23 Medfield Draft Warrant Article CLIMATE GOALS -- one tab has the proposed Medfield wording, repeated in plain text below; another tab shows some other towns' wording*

*Ashland TM commits to Net Zero by 2040 -- an article about the Ashland effort*

*Net Zero\_ What you Need to Know before Special Town Meeting on November 6 - The Bedford Citizen -- an article about the Bedford effort*

Thanks everyone.

-- Fred

### Plaintext version:

#### **Medfield 2020 draft warrant article: Net Zero Emissions Goal [based on Ashland 2019] (see attached .xls for notations)**

To see if the Town will adopt the following Resolution to Adopt a Net Zero Emissions Goal:

WHEREAS, Massachusetts has adopted a carbon emissions reduction goal (as defined in the 2008 Global Warming Solutions Act) and the Patrick and Baker Administrations have taken leadership to mitigate and adapt to climate change by reducing greenhouse gas emissions and building a more resilient Commonwealth that safeguards residents, municipalities, and businesses (as outlined in the Global Warming Solutions Act and Executive Order 569); and

WHEREAS, The Town of Medfield is one of 240 cities and towns across the Commonwealth that have committed to reducing municipal energy use as part of the Green Communities Program. The Town of Medfield has been taking actions to reduce its carbon emissions, promote clean energy, and increase resilience including: installing municipal solar arrays, supporting private and public renewable energy installations, promoting residential and commercial energy efficiency programs, and converting to LED streetlights, among other efforts; and

WHEREAS, More than 30 communities, including Acton, Arlington, Ashland, Belmont, Bedford, Boston, Brookline, Cambridge, Concord, Framingham, Lexington, Melrose, Medford, Natick, Newton, Wayland, and Wellesley, are in the process of adopting greenhouse gas emissions reduction goals and comprehensive, cost-effective plans to achieve these goals; and

WHEREAS, Massachusetts communities are already feeling the impacts of a changing climate, with rising temperatures, increased flooding and more intense and frequent storms, increased health risks such as tick-borne diseases and heat-related health conditions. In addition, the state's centralized energy system and transit infrastructure is

becoming more vulnerable to climate-related risks like storms and extreme temperatures; and

WHEREAS, A Net Zero community is one for which, on an annual basis, all greenhouse gas emissions resulting from operations are reduced or offset. Net Zero communities adopt multi-pronged strategies including energy efficiency, renewable energy, zero waste, and nature-based solutions to CO2 removal, such as the protection and restoration of forests, wetlands and other ecosystems; and

WHEREAS, The transition to a Net Zero community brings many potential benefits, including improved health, reduced pollution, the creation of clean energy and energy efficiency jobs, and the ability to retain more of our energy dollars in the local economy.

NOW THEREFORE be it resolved that:

1. The Town of Medfield supports a Net Zero goal of eliminating or offsetting by 2040 all greenhouse gas emissions in Medfield:

a. Originating from heating and cooling, electricity consumption, transportation, industry, agriculture, gas leaks, and waste streams b. Including households, businesses, the municipality, institutions and utilities

2. The Town of Medfield will develop a Net Zero Action Plan by November 2021 that outlines specific strategies and sets measurable, attainable and realistic interim targets for achieving the 2040 Net Zero goal, and will provide an annual progress report to Medfield Town Meeting.

3. In developing and implementing the Net Zero Action Plan, the voices and interests of all members of the Medfield community are considered including the most vulnerable (such as seniors, low-income residents, immigrants, people with disabilities, and youth) to ensure the benefits and related costs of a transition to a clean energy economy are shared equitably by the entire community.

or pass any vote or take any other action thereon.

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### 3 attachments

 **2020 02 23 Medfield Draft Warrant Article CLIMATE GOALS.xls**  
38K

 **Ashland 2019 Warrant Article number 12.pdf**  
85K

 **Net Zero\_ What you Need to Know before Special Town Meeting on November 6 - The Bedford Citizen copy.pdf**  
610K

## **2.19.2020 DRAFT Medfield Warrant Article RE: NEW POSITION OF SUSTAINABILITY COORDINATOR**

*(based on Sherborn's Warrant Article 26 at the April 23, 2019 town meeting, it was recommended 8 to 0 by the Sherborn Select Board and passed by Sherborn residents at the town meeting).*

### **ARTICLE \_\_. CITIZEN PETITION REQUEST BOARD OF SELECTMEN TO CREATE SUSTAINABILITY COORDINATOR**

*(Note: Can the Medfield Energy Committee submit this warrant article? A citizen's petition has to be at least 10 signatories and there may be a schedule for submission and review)*

To see if the Town will vote, pursuant to Chapter 3, Sec. 11 of its General Bylaws (tailor to Medfield), to direct the Board of Selectmen to create the Regular Part-Time position of Sustainability Coordinator (or other title) and appoint a Sustainability Coordinator; and, further, to raise and appropriate or transfer from available funds appropriate compensation for this position. The Board of Selectmen shall fix the Sustainability Coordinator's compensation in a manner consistent with the Personnel Bylaw and related plan and within the amount annually appropriated for that purpose.

The Board of Selectmen shall appoint a Sustainability Coordinator solely on the basis of his/her executive and administrative qualifications. He/She shall be a professionally qualified person of proven ability, especially fitted by education, training and previous experience to perform the duties of the office. He/She shall not have served in an elective office in the Town's government for at least twelve months prior to appointment. (is this last sentence necessary?)

Powers and Duties of the Sustainability Coordinator:

- (a) He/She shall report to the Town Administrator and coordinate with the Director of Facilities and Town Planner on day-to-day operations *(add Medfield Energy Committee, Building Commissioner?)*
- (b) He/She shall prepare, develop and submit Green Communities Competitive Grant applications and shall aggressively seek out, prepare, develop and submit application for any other applicable grants and any other funding for energy conservation measures
- (c) He/She shall research, develop and implement proposals for municipal and residential energy cost savings initiatives
- (d) He/She shall assist the Facilities Director and the Town Planner *(and others?)* in any implementation of energy conservation measures or upgrades on all projects
- (e) He/She shall develop and implement outreach and communication strategies to engage Town staff, businesses and residents related to climate, energy and sustainability
- (f) He/She shall develop and implement mechanisms to measure and track progress in achieving sustainability goals
- (g) He/She shall perform all other related duties as required.

Removal or Suspension of the Sustainability Coordinator:

The Board of Selectmen may terminate, remove or suspend the Sustainability Coordinator in accordance with the Town's Personnel By-law.

*(Citizen Petition OR Medfield Energy Committee: Fred Davis and ten others?)*

*Advisory Committee: Town officials do not have the time or expertise to research and apply for all the energy conservation grants and incentives available to the Town. By approving Article \_\_\_\_, the Town will allow the Board of Selectmen to appoint a Sustainability Coordinator to pursue a wide range of funding for the Town, reduce energy costs, and track the Town's energy usage. The Sustainability Coordinator will also partner with Town officials to achieve energy reduction goals, run public forums, and host educational events. Furthermore, the Sustainability Coordinator will assist businesses and residents in their efforts to reduce energy usage and costs.*

*We recommend favorable action (8-0).*