

Town of Medfield

Grant Cover Sheet

Department:

Department Head:

Grantor:

Grant Amount:

Description of contract services:

Technical assistance to assist with the next phase of the Medfield State Hospital RFP process. The technical assistance will fund consulting services by Peregrine Group LLC to assist in disposition process and evaluation of responses to the RFP.

Funding source:

Depending on the sale of the state hospital property and the Town's total costs, the Town may be required to make a repayment to MassDevelopment, as outlined in section 6 of the MOA

Contract term:

Through December 31, 2021

Does this replace an existing contract?

N/A

Has Town Counsel reviewed and approved the contract documents?

☐ Yes

☐ No

If Town Counsel has not yet approved the contract, identify outstanding issues here:

Town Counsel has reviewed the MOA, but this is the form of agreement required by MassDevelopment.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made as of this ____ day of _____, 2021 (the “Effective Date”), between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and the **Town of Medfield**, a Massachusetts municipal corporation having its principal place of business at 459 Main Street, Medfield, MA 02052, (the “Municipality”). MassDevelopment and the Municipality may be individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Board of Directors of MassDevelopment have identified certain strategic initiatives for which MassDevelopment shall expend internal staff and financial resources to advance; and

WHEREAS, one strategic initiative concerns the provision of planning and other economic development services to selected Municipalities of the Commonwealth of Massachusetts; and

WHEREAS, MassDevelopment has adopted a set of criteria to apply in determining whether to assist a community with its planning and/or economic development efforts, which include the ability to:

- Attract or retain jobs,
- Create housing opportunities,
- Result in the redevelopment of urban, blighted, and/or surplus public property,
- Help economically disadvantaged communities increase employment and housing availability,
- Contribute to the preservation or expansion of the local tax base,
- Advance smart growth and support economic development,
- Employ development concepts appropriate to the site while addressing local or regional needs,
- Advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area; and

WHEREAS, MassDevelopment has determined that the Municipality’s efforts to advance job creation and economic development in the Municipality would benefit from certain planning and/or economic development services from MassDevelopment; and

WHEREAS, MassDevelopment has determined that the planning services provided hereunder are designed to redevelop surplus public property, advancing smart growth and creating housing opportunities; and

WHEREAS, this Agreement is entered into for the purpose of assisting the Municipality

in attracting private development for a mixed-use redevelopment of the Medfield State Hospital site to promote job creation and economic development (the “Project”) within the Municipality at 1 Stonegate Drive, Medfield, MA 02052(the “Site”); and

WHEREAS, the Municipality and MassDevelopment agree that MassDevelopment may provide certain services in connection with the Project as further described in Exhibit A attached hereto and incorporated herein (the “Services”); and

WHEREAS, the Municipality and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both Parties.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

TERMS

1. Mutual Obligations. The Parties agree and acknowledge the following:

(a) Neither MassDevelopment nor the Municipality can guarantee any particular outcome regarding the Services, the Site, the Project, or the future related-municipal actions concerning the Site. This Agreement and the conditions and terms set forth herein are strictly preliminary in nature. Nonetheless, the obligations hereunder shall be performed diligently, reasonably, and in good faith.

(b) The Services shall be performed in a timely and expeditious manner, with a goal of completion by December 31, 2021. However, failure to meet this deadline shall not subject either of the Parties to damages under this Agreement, and shall not constitute an Event of Default (defined below).

(c) The Services may be modified, but only with the prior written consent of both Parties. MassDevelopment may withhold consent to such modification in its sole and absolute discretion.

2. MassDevelopment Obligations.

(a) MassDevelopment shall contribute, toward completion of the Services, funds not to exceed fifty thousand dollars (\$50,000.00) (the “MassDevelopment Funds”), which shall be provided pursuant to Section 5 below.

(b) MassDevelopment, with prior approval from the Municipality, shall retain Peregrine Group, LLC (the “Consultant”) to implement the Services as detailed in Exhibit A. The Consultant has also included the anticipated list of subconsultants that it may engage to complete portions of the Services (the “Consultant Team”). MassDevelopment shall manage and oversee the performance of the Consultant. MassDevelopment will make good-faith efforts to attend any materially important meetings or Site visits with the Municipality and the Consultant Team.

3. Municipality Obligations.

(a) With respect to the Project, the Municipality shall cooperate with MassDevelopment and the Consultant Team, including, without limitation, providing access to information, access to the Site, and facilitating meetings with Municipality officials and stakeholder community groups as needed.

(b) The Municipality shall provide reasonable in-kind services related to the Services, including staff time, organization of public meetings, and a location in which to hold said public meetings.

(c) The Municipality shall provide all reasonable cooperation, access, consents, data, and such other assistance as may be necessary to facilitate the diligent performance of the Services, MassDevelopment's oversight of the Consultant Team, and any other requirements reasonably related to the Project. The Municipality shall promptly review and comment upon the Consultant Team's work product upon request by MassDevelopment or the Consultant Team. The Municipality shall provide MassDevelopment and the Consultant Team with a single point of contact (the "Point Person") who shall be responsible for: (1) providing any and all assistance as may be reasonably required; (2) providing access to the Site; (3) providing Project-related documentation, regardless of form, and any other information reasonably requested; (4) attendance, facilitation, and sponsorship of meetings, hearings, and other such events as may be reasonably requested, including, without limitation, any necessary advertising and coordination of meetings; (5) working with, and seeking the cooperation of, private-property owners; (6) working with third-party consultants or other parties providing the Services or other services pursuant to this Agreement; and (7) promptly reviewing and commenting on any Project-related deliverables, as may be reasonably necessary. Notwithstanding anything to the contrary in the foregoing sentence, those records which are voluminous may be made available to the Consultant Team in the Municipality's offices during normal business hours.

The Point Person for the Municipality shall be Sarah Raposa, AICP, Town Planner, Medfield, MA. The Municipality may change its Point Person by giving MassDevelopment prior notice thereof; such notice shall be in writing and shall be deemed given when delivered by hand or when received via overnight delivery by a recognized overnight delivery service with confirmation of delivery and shall be addressed to MassDevelopment pursuant to Section 13 below.

(d) The Municipality shall participate in Project-related education or training programs, which may be in on-line or webinar format ("Webinars"), at MassDevelopment's reasonable request. The Municipality shall make reasonable efforts to comply with the practices and methods described in the Webinars.

(e) Reporting. For five (5) years from the Effective Date, or upon satisfaction of the repayment obligation set forth in Section 6 below, whichever is earlier, the Municipality shall provide bi-annual update reports to MassDevelopment that include Site goals, updates, timelines, and Net Proceeds. The purpose of the update reports is to advise MassDevelopment of the status

of the Site and the anticipated timeline for reimbursement of MassDevelopment Funds, as applicable. The bi-annual reports are due on or before June 1 and December 31 of each calendar year. Thereafter, the Municipality shall provide annual reports on December 31 of each year until the date MassDevelopment has been fully reimbursed or until the date the repayment obligation set forth above has been satisfied or expires.

(f) The Municipality shall be obligated to repay MassDevelopment for the aggregate amount of MassDevelopment Funds expended for the Project pursuant to Section 6 below.

4. Third-Party Contracts. In carrying out the performance of the Services, MassDevelopment may contract or subcontract with third parties, including the Consultant, in MassDevelopment's sole discretion and without the need to obtain prior approval from the Municipality, but consistent with any applicable procurement laws, rules, or regulations, for goods and services, planning, design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services. Unless otherwise agreed by the Municipality, the Municipality shall not have any liability under such contracts between MassDevelopment and third Parties.

5. Contribution of Costs.

(a) Both Parties shall contribute to the cost of the Services, as provided below.

(b) MassDevelopment shall contribute to the cost of the Services an amount not to exceed the MassDevelopment Funds, as defined above. In no event shall MassDevelopment be expected to contribute more than the MassDevelopment Funds. The participation in this Agreement by MassDevelopment does not include or imply any obligation for further action or additional contribution with respect to the Site, the Services, the Project, the Municipality or otherwise.

(c) The Municipality shall contribute an in-kind donation of staff time, as well as the hosting of stakeholder meetings, all related directly to the Site and/or Project.

(d) The MassDevelopment Funds shall be held by MassDevelopment and used to pay the Consultant Team for performance of the Services.

(e) Any and all MassDevelopment Funds remaining after the expiration of the Term (defined below) or termination of this Agreement shall be the sole property of MassDevelopment and shall in no event be deemed owed to the Municipality.

6. Repayment of MassDevelopment Funds

(a) *Repayment Obligation.* If the Site, or any portion thereof, is sold, conveyed, gifted, demised, ground leased, leased, otherwise transferred, or refinanced, and as a result, the Municipality receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, sale, conveyance, gift, demise, ground lease, or other transfer, or refinancing of the Site, or any portion of the Site (the "Net Proceeds"), then the

Municipality shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the MassDevelopment Funds disbursed, plus an additional 10% of that amount for MassDevelopment staff time (the "Repayment Amount"), subject to the discount schedule described in subsection (b) below.

(b) *Discount Schedule.* The repayment obligation described in subsection (a) above shall be reduced if the Municipality causes the repayment in accordance with one of the below requirements:

(i) If the Municipality repays to MassDevelopment 25% of the Repayment Amount within one (1) year of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed satisfied.

(ii) If the Municipality repays to MassDevelopment 50% of the Repayment Amount within three (3) years of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed fully satisfied.

(c) *Transaction Notice.* Not less than (30) business days before the Municipality's sale, conveyance, gift, demise, ground lease, lease, or other transfer, or refinancing of the Site, or any portion thereof, the Municipality shall notify MassDevelopment in writing of the terms of the potential transaction, including, without limitation, the sale price or rental amount of the term of the lease, any transaction costs incurred since the Municipality's most recent update report, as provided below, the amount of Net Proceeds estimated to be paid to MassDevelopment resulting from such transaction, and if applicable the schedule of payments for the Net Proceeds due to MassDevelopment pursuant to a lease.

(d) *Payment Timing.* At the closing of any sale, conveyance, gift, demise, ground lease, lease, other transfer, or refinancing of the Site, or any portion thereof, through which the Municipality receives Net Proceeds, the Municipality shall reimburse MassDevelopment the Repayment Amount via direct and prompt payment to MassDevelopment in the manner then-prescribed by MassDevelopment in writing. In the event the Municipality leases the Site, or any portion thereof, under which lease periodic payments are due to the Municipality over the term of the lease, the Municipality shall pay one-half of the rent received from each rent payment, via direct payment to MassDevelopment, in the manner then-prescribed by MassDevelopment in writing, within five (5) business days from the date the Municipality receives such rent payments, until the repayment obligation described in subsection (a) above has been fully satisfied.

(e) *Survival.* This Section 6 shall expire 30 years from the Effective Date, **but shall survive any earlier termination or expiration of this Agreement.**

7. Term; Delivery Date for Services. This Agreement shall commence upon the Effective Date and shall expire upon the earlier of completion of the Services or on December 31, 2021, except for those provisions which explicitly or by their nature shall survive termination of the other provisions herein (the "Term").

8. Ownership and Use of Materials. All materials produced by MassDevelopment or the

Consultant Team, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets and articles, shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to the Municipality for purposes related to the Project, as reasonably determined by MassDevelopment.

9. Compliance with Laws. In connection with this Agreement, each of the Municipality and MassDevelopment shall, and shall require all of their employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances and orders of any kind which are applicable to any performance under this Agreement.

10. MassDevelopment Liability. In no event shall MassDevelopment be held liable with respect to: (i) any contract entered into with a third party by the Municipality, whether relating to the subject matter of this Agreement or otherwise; (ii) any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement; or (iii) any work performed by any contractor or consultant as part of the Services provided under this Agreement.

11. Assignability. The Parties hereto shall not assign any rights or interests arising under this Agreement or make any person a third-party beneficiary of this Agreement, without obtaining, on each occasion, the prior written consent of the other Party, which consent may be withheld for any reason or for no reason, in such Party's sole and absolute discretion.

12. Nature of Relationship. The parties acknowledge that MassDevelopment, as an independent contractor with the Municipality, is providing assistance solely for public purposes as set forth herein, and nothing herein shall create an agency relationship, partnership, joint venture, or other ownership relationship between MassDevelopment, any third-party contractor, or the Municipality. MassDevelopment's participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment. Furthermore, the Parties understand and agree that the ultimate feasibility of the Project, or any other project arising out of this Agreement, or any other agreement, is not being guaranteed or assured by MassDevelopment.

13. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment:

Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, Massachusetts 02110
ATTN: Executive Vice President—Real Estate

With a copy to:

Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
ATTN: General Counsel

To the Municipality:

Medfield Board of Selectmen
Town House
459 Main Street
Medfield, MA 02052
ATTN: Osler Peterson, Chairman,
Board of Selectmen

With a copy to:

Sarah Raposa, Town Planner
Town House
459 Main Street
Medfield, MA 02052

Any Party may change any of its notification information for the purpose of this Section 13 by giving the other Party prior written notice thereof in accordance herewith.

14. Default and Termination. This Agreement may be terminated:

- (a) At any time, upon the mutual written agreement of the Parties.
- (b) At the option of either Party, for any reason or no reason, upon no less than sixty (60) days' written notice to the other Party.
- (c) By either Party, upon Default (defined below) of the other Party.
- (d) Definitions.
 - (i) "Default" means the failure to cure an Event of Default (defined below) after being given a Notice of Default (defined below) and the expiration of the Cure Period (defined below).
 - (ii) "Event of Default" means a Party's failure to perform or observe any of its obligations under this Agreement, including but not limited to failing to provide the other Party with material information required to perform the Services.
 - (iii) "Notice of Default" means notice given from one Party to the other, setting forth in reasonable detail the Event of Default and identifying the applicable provisions of this Agreement. Upon being given such notice, the Party who sent the notice shall have no further obligation to the receiving Party, until and unless the Event of Default is cured, except for those obligations set forth in Section 6, above.
 - (iv) "Cure Period" means thirty (30) days after a Notice of Default is given, or the additional time, if any, that is reasonably necessary to promptly and diligently cure such Event of Default.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment, its employees, directors, agents, contractors, subcontractors, invitees or guests, or on the part of the Municipality or any of its employees, agents, contractors, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement. This exculpation of personal liability is to be absolute and without exception.

16. Publicity. Each of the Parties agree not to make, issue, or cause to be made, press releases or other publicity concerning this Agreement or the Project without the prior consent of the other Party. MassDevelopment may withhold such consent in its sole and absolute discretion.

17. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusive jurisdiction thereof.

18. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the Parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the Parties unless in writing and signed by MassDevelopment and the Municipality.

19. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the Parties hereto any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

20. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms.

21. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

22. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

23. Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect

to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Chairman, Board of Selectmen and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the Parties cannot resolve a dispute by such informal negotiations, the Parties agree to submit the dispute to mediation. Within forty five (45) days following the date on which the dispute was first identified, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The Parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$ 5,000, or (ii) the period for mediation exceeds the thirty (30) day period specified above, then either Party shall have the option to withdraw from all mediation proceedings without penalty, and the Parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the Parties' dispute is such that one or both Parties are likely to suffer irreparable harm, such Party or Parties may seek immediate judicial relief without resorting to the mediation process described above.

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
THE NEXT PAGE IS THE SIGNATURE PAGE.]*

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

Approved as to form:

Agency Counsel

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

By: _____
Name: Cassandra McKenzie
Title: Executive Vice President, Real Estate

[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Medfield]

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

TOWN OF MEDFIELD

By: _____

Name: Osler Peterson

Title: Chairman, Board of Selectmen

[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Medfield]

EXHIBIT A
SCOPE OF SERVICES

December 22, 2020

Mike Mitchell
Vice President Planning & Development
MassDevelopment
99 High Street
Boston, MA 02110

RE: Advisory Services

Dear Ms. Mitchell:

This letter outlines the general terms under which Peregrine Group LLC (“Peregrine”) proposes to support the ongoing effort to position the Medfield State Hospital campus for redevelopment.

Scope of Work

The engagement will be comprised of the following tasks in support of the pending RFP process.

In early tasks, Peregrine will enlist Byer Gallo Associates/Peregrine Urban Initiative as a subconsultant. The firm has been the lead consultant in drafting the related RFP. The inclusion of the subconsultant in the following scope will maintain continuity within the RFP the process, with stakeholder discussions and in interpreting the evaluation/scoring criteria.

Task A

Upon release of the Final RFP (targeted for 3.1.2021), Peregrine will assist the process by participating in site visits and information sessions with potential respondents.

Based upon selection criteria as outlined within the RFP, Peregrine will establish a review matrix document for scoring and for tracking the responses.

Peregrine will work closely with the Committee in providing responses to submitted questions.

Task B

Upon receipt of the RFP responses (targeted for 6.1.2021), Peregrine will review documents – applying the established scoring system.

Peregrine will work closely with the Committee to evaluate the responses, as well as to establish an interview short list + interview questions for the respondents.

Peregrine will participate in the interviews.

Task C

As the interviews are completed, Peregrine will work with the Committee to seek Best and Final Offers from the respondents. Upon receipt, the team will work closely with the Committee and municipal leadership to make a final selection.

Upon selection/award, Peregrine will assist the Committee, municipal leadership and municipal legal professionals in establishing a Contingent Development Agreement (or similar document) with the selected respondent and related to the preferred re-use plan for the hospital campus.

Task D

As the preferred developer is selected and working under a Contingent Development Agreement (or similar document), Peregrine will assist the municipality in preparing for a Special Town Meeting in the Fall of 2021.

At the Town Meeting, Peregrine will participate in a presentation that focuses on the process and proposed project – to support resident’s ability to make an informed decision.

The following table outlines the listed steps and associated deliverables:

| Task | Description | Deliverables |
|--------|---|---|
| Task A | Site Visits & Info Sessions Final Q&A w/ Respondents RFP Review Preparation | Q&A Responses Draft Review Matrix |
| Task B | Review Responses qualitative & quantitative Scoring/Review Matrix; Committee meetings Interview questions/Short list Participate in Interviews | Review Matrix Short List |
| Task C | Establish Best & Final Offer(s) Receive Best & Finals; Initiate Review Review Final Offers; Assist in Decision Making Contingent Development Agreement | Package to Respondent(s) |
| Task D | Assist in Preparation for Special Town Meeting Participate in Town Meeting Presentation | Presentation format to reflect selection process. |

Throughout the enumerated Tasks, the potential for support through the following disciplines will be leveraged, as needed, to inform the evaluation and decision-making process.

- Traffic Consultant
- Economic Development/Fiscal Impact
- Media & Communications

Team & Fee Structure

It is expected that this work will commence in March of 2021 upon release/posting of the RFP. And, will terminate prior to the end of December, 2021 – culminating after the Fall Special Town Meeting.

The proposed fee structure is as follows:

| Task | Fee |
|---|----------|
| Task A | \$10,000 |
| Task B | \$10,000 |
| Task C | \$9,000 |
| Task D | \$7,000 |
| Traffic, Economic Development/Fiscal, Media | \$14,000 |
| TOTAL | \$50,000 |

The following subconsultants will be leveraged for specific expertise:

- subconsultant: Procurement/RFP: Byer Gallo Associates/Peregrine Urban Initiative
- subconsultant: Traffic: Howard Stein Hudson
- subconsultant: Economic Development: Karl F. Seidman
- subconsultant: Media: Tom Palmer Communications

Invoices will be submitted monthly via email.

Additional

Deliverable Ownership

Deliverables produced by Peregrine during the course of its engagement shall become property of MassDevelopment.

Termination

This engagement may be terminated by MassDevelopment at any time upon three (3) days written notice to Peregrine, with no further obligation on behalf of either party. Any fees payable shall be prorated according

to the date of termination notice. To the extent this occurs, Peregrine shall fully cooperate with MassDevelopment in transitioning any activities and in the transfer of project information in its possession.

Miscellaneous Expenses

Miscellaneous project management expenses (i.e., auto mileage, reproduction, etc.) shall be reimbursed at cost plus 10%.

Peregrine will provide evidence of any miscellaneous receipts/expenditures in seeking reimbursement.

Mike, if the terms as stated above are acceptable to you, please indicate your acceptance by signing this letter and returning it to me. I truly appreciate the opportunity to work with your organization and with the Town of Medfield on such an impactful project.

Please do not hesitate to call me directly at (401) 214-0778 with any questions or comments.

Thank You,

Peregrine Group LLC ("PEREGRINE")



12/22/2020

Eric Busch
Principal | Managing Partner

Accepted by MassDevelopment

Name

Date

Town of Medfield

Contract Amendment Cover Sheet

Department:

Department Head:

Contractor:

Contract Amount

Description of contract amendment:

The total contract amount remains unchanged, but this contract amendment adjusts, or "swaps" specific tasks in the scope of services for Peregrine Urban Initiative (Beverly Gallo, PUI) and the Peregrine Group (Eric Busch, PG). PUI was retained by the Town to provide development consultant services for the MSH Development Committee and produce a draft RFP. The amendment will change the scope of services for PUI to finish a final version of the RFP. The contract originally included \$15,000 for subconsultants, but through the drafting process it was determined that the subconsultants would be more useful in the scope of services will be provided by PG, contracted with MassDevelopment through the Technical Assistance.

Contract funding source:

Special article for the MSH Development Committee approved by Town Meeting

Does this replace an existing contract?

N/A

Has Town Counsel reviewed and approved the contract documents?

☒ Yes

☐ No

If Town Counsel has not yet approved the contract, identify outstanding issues here:

AGREEMENT

Consulting Services
Medfield State Hospital Development Committee

AMENDMENT

This AMENDMENT, dated the 2nd day of February, 2021, amends an agreement dated the 6th day of October, 2021, by and between: Peregrine Urban Initiative/Peregrine Group LLC., Beverly Gallo, Principal, and the Town of Medfield, as represented by the Board of Selectmen, as follows:

Section 1 – Services to be Provided – Consultant shall provide the services consisting of the Scope of Services Tasks 1-3 listed on the Price Proposal Form as amended, a copy of which is attached hereto, as well as all services necessary or incidental thereto.

All other provisions of the original agreement remain in full force and effect.


Amendment approved by the Town of Medfield:

Town Administrator

Town Counsel

Board of Selectmen

Amendment approved by Peregrine Urban Initiative/Peregrine Group LLC:

By: 

(signature)

Name: Beverly Gallo
(typed or printed)

Title: Principal

Price Proposal Form (Amended February 2, 2021)

**CONSULTANT SERVICES
TOWN OF MEDFIELD**

CONTRACTOR: Town of Medfield
459 Main Street
Medfield, MA 02052

PROPOSER: Peregrine Urban Initiative/Peregrine Group LLC
Beverly Gallo, Principal, Peregrine Urban Initiative 4
7 Draper Ave
Arlington, MA 02474
617-901-1986
Email: Bgallo@peregrinegrp.com

PROJECT: MSHDC Development Consultant Services

PRICE:

| | |
|--|--|
| RFP Support Services | |
| Task 1: Work with the Town and MSHDC to confirm core "mission" and craft strategic approach and develop a preliminary Developer RFP Outline and Timetable. | \$12,000 |
| Task 2: Prepare Draft Solicitation Plan. | \$8,000 |
| Task 3: Prepare Draft RFP and Final RFP. | \$14,500 \$29,500 |
| Sub-Consultants. The cost of consultants in the initial Tasks 1-3 will be limited to assistance only as needed to assist the team to explore and advise as to the Town's and MSHDC's desired outcomes from the solicitation of developers as can be reflected in the RFP. It is envisioned that any portion of this fee that is not utilized in Tasks 1-3, will be held back and utilized in Tasks 4-6 as appropriate. | \$15,000 \$0 |
| Total (not to exceed \$50,000) | \$49,500 |

TOWN OF MEDFIELD**WARRANT FOR THE ANNUAL TOWN MEETING
2021**

| Article | Issue | Submitted By: |
|----------------|--|---------------------------|
| 1 | Accept Annual Reports | Board of Selectmen |
| 2 | Perpetual Care | Cemetery Commissioners |
| 3 | Revolving Funds | Board of Selectmen |
| 4 | PEG Access and Cable Related Funds | Board of Selectmen |
| 5 | Elected Official Compensation | Board of Selectmen |
| 6 | Personnel Administration Plan | Board of Selectmen |
| 7 | Operating Budget | Board of Selectmen |
| 8 | Municipal Building Capital Stabilization Fund | Capital Budget Committee |
| 9 | Transfer MSBA Dale Street Reimbursement to Building Capital Stabilization Fund | Board of Selectmen |
| 10 | Creation of Capital and Debt Stabilization | Capital Budget Committee |
| 11 | Capital and Debt Stabilization Appropriation | Capital Budget Committee |
| 12 | Authorize Vehicle Lease Purchase | Capital Budget Committee |
| 13 | Water Treatment Plant Bond Authorization | Water and Sewer |
| 14 | Water/Sewer Enterprise Fund Budgets | Water and Sewer/DPW |
| 15 | Medfield State Hospital Maintenance Appropriation | Board of Selectmen |
| 16 | Transfer of DOT Ride Sharing Funds | Board of Selectmen |
| 17 | Economic Vitality Fund | Board of Selectmen |
| 18 | Sewer Betterments Paid in Advance | Town Administrator |
| 19 | Authorize name change for Board of Selectmen | Board of Selectmen |
| 10 | Personnel Plan Amendments | Personnel Board/BOS |
| 21 | Disposition of Lot 1, Icehouse Road | Board of Selectmen |
| 22 | Landfill Lease for Solar | Board of Selectmen |
| 23 | Town Garage Lease for Solar | Board of Selectmen |
| 24 | Approval of Town Garage Solar PILOT | Board of Selectmen |
| 25 | Authorize the BOS to enter into Solar PPA | Board of Selectmen |
| 26 | Approval of Kingsbury Club PILOT | Board of Selectmen |
| 27 | Hinkley South Property | Affordable Housing Trust |
| 28 | Hinkley North Property | Affordable Housing Trust |
| 29 | Community Choice Electricity Aggregation | Medfield Energy Committee |
| 30 | Climate Goals/Resolution | Medfield Energy Committee |
| 31 | Rezone Parcel Janes Avenue BI to B | Planning Board |
| 32 | Table of Use Regulations: Adult only tobacco store | Planning Board |
| 33 | Food Trucks/Mobile Food Vendors | Planning Board |
| 34 | Table of Use Regulations Height and Bulk | Planning Board |
| 35 | Table of Use Regulations Height and Bulk (sheds) | Planning Board |

DRAFT 01/29/2021

| | | |
|----|--|------------------------------|
| 36 | Solar Photovoltaic Facilities Overlay District | Planning Board |
| 37 | Authorize \$20,000 for Zoning Diagnostic | Planning Board |
| 37 | Creation of new Main Street Historic District | Historic District Commission |
| 38 | Warrant Committee to post all materials within 48 hours of receipt | Citizen Petition |
| 39 | | Citizen Petition |
| 40 | Authorize lease of town property to Medfield Food Cupboard | |
| 41 | Update Stormwater Regulations Bylaw | Board of Selectmen |
| | Free Cash | Board of Assessors |



Evelyn Clarke <eclarke@medfield.net>

New TSARC member

3 messages

Megan Sullivan <[REDACTED]>

Tue, Jan 12, 2021 at 2:27 PM

To: Evelyn Clarke <eclarke@medfield.net>

Cc: Chris Carlin <[REDACTED]>, Jackie Alford <[REDACTED]>

Hi Evelyn-

I am happy to say that we have found our 9th member for the TSARC committee. It is Chris Carlin. I have copied him on this email so you are connected. I have asked him to send the selectmen, via you, a brief note of interest in being appointed officially to the committee. Please let him know if I have missed anything.

Thanks for your help,

Megan

Megan B. Sullivan
508-359-8274

Evelyn Clarke <eclarke@medfield.net>

Tue, Jan 12, 2021 at 2:50 PM

To: Megan Sullivan <mbsul@comcast.net>

I'll be on the lookout for his letter of interest.

thank you

[Quoted text hidden]

chris carlin <[REDACTED]>

Sun, Jan 17, 2021 at 1:52 PM

To: Evelyn Clarke <eclarke@medfield.net>

Hi Evelyn

Pleasure to e-meet you. As Megan mentioned, I am interested in joining the TSARC Committee. I have lived in Medfield on Causeway Street for almost 28 years and with my wife Lisa, we have raised three kids who are now out of the Medfield school system. I got involved in the community in the usual ways as a parent, coaching Girls Town Soccer and Softball and was a leader in the Cub Scouts and Boy Scouts with my son. Now that the kids are grown, I have gotten involved in the town in other ways. I became a Medfield Lion last year and enjoyed my first Christmas tree sales with them in December. I am looking to do more with them once the pandemic is back under control. I also serve as the head of registrations for the Medfield Foundation's Angel Run and have enjoyed working on that for the past 3 years.

In terms of the TSARC Committee, I am interested in joining as I want to help play a role in how our town manages our waste and recycling. I am an avid recycler and have been pleased with the steps the town has taken to not only handle every day recycling, but also provide ways to recycle or re-use other items like styrofoam, electronics, textiles and also the use of the swap area. I think the committee and the town have made some good decisions regarding waste management and recycling and I am excited to play a role as we continue this quest to reduce our garbage output and recycle more.

The first task I have been assigned is to look into the education of recycling and I am excited to dive into this as I feel it is important that people learn about what can and can't be recycled, or better ways to dispose of things.

I ask that the Selectmen appoint me to the committee as I feel that I would be a strong contributor to the committee as they strive to help the town with its garbage and recycling.

Please let me know if you need anything further and I look forward to hearing from the Selectmen about my appointment.

All my best,

Chris

[Redacted signature block]

From: Megan Sullivan <[Redacted]>
Sent: Tuesday, January 12, 2021 2:27 PM
To: Evelyn Clarke <eclarke@medfield.net>
Cc: Chris Carlin <[Redacted]>; Jackie Alford <[Redacted]>
Subject: New TSARC member

[Quoted text hidden]

Jan 26, 2021

To the Honorable Board of Selectmen,

I am submitting my resignation from my role as Chair of the Wildlife Committee. As my husband and I are moving from town, I will not be able to participate any further.

It's been my pleasure to be a part of this committee and our town's workings.

Thank you,

Chris Kaldy
123 Pine St



Evelyn Clarke <eclarke@medfield.net>

Board of Registrars

2 messages

Nate Bazinet <[REDACTED]>

Wed, Jan 27, 2021 at 3:03 PM

To: Osler.Peterson@oslerpeterson.com, selectmanmarcucci@gmail.com, gmurby@earthlink.net

Cc: eclarke@medfield.net

Dear Gentlemen:

This correspondence is submitted to notify the Board of Selectmen that today, January 27, 2021, is my effective resignation date from the Board of Registrars of Voters for the Town of Medfield.

The office of Registrar is subject to Massachusetts General Laws Chapter 51 - Section 25, accordingly I am stepping down to prevent a potential incompatibility of office due to other employment.

Thank you for this opportunity to be of service.

Respectfully Yours,

Nate

Nathan W. Bazinet
Justice of the Peace
Oriole Rd

MEDFIELD WIRELESS COMMITTEE

message

Tom Powers
: jmullen@medfield.net

Tue, Jan 26, 2021 at 12:17 P

My name is Tom Powers.

I have been a member of the MEDFIELD WIRELESS COMMITTEE.

I am forced to have to resign from this committee, as soon as is permissible.

Thanks

Tom powers

Thomas E. Powers

Managing Director – Investments

Moors & Cabot Investments

One Federal Street, 19th Floor

Boston, MA 02110



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Moors & Cabot Investments; Member FINRA, NYSE & SIPC

RECEIVED
TOWN OF MEDFIELD, MASS.
2021 JAN 26 P 12:53
OFFICE OF THE
TOWN CLERK

Informational

Form 500 Complaint Data - Paper Filing

City/Town: Medfield

Filing Year: 2020

Number of Subscribers: 1,900

Cable Company: Verizon New England Inc.
Address: 6 Bowdoin Square, Boston, MA 02114
Contact: Niall Connors
Phone: 857 415-5123
E-Mail: niall.s.connors@verizon.com

Average Resolution Time:

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

Manner of Resolution:

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

| | Total Complaints | Avg. Resolution Time (see code above) | Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner. | | |
|--|---------------------|--|---|----|----|
| | | | A. | B. | C. |
| Advertising/Marketing | 0 | 0 | 0 | 0 | 0 |
| Appointment/Service call | 0 | 0 | 0 | 0 | 0 |
| Billing | 0 | 0 | 0 | 0 | 0 |
| Customer Service | 1 | 1 | 1 | 0 | 0 |
| Defective Notice | 0 | 0 | 0 | 0 | 0 |
| Equipment | 79 | 2 | 76 | 3 | 0 |
| Installation | 0 | 0 | 0 | 0 | 0 |
| Reception | 0 | 0 | 0 | 0 | 0 |
| Service Interruption | 2 | 1 | 2 | 0 | 0 |
| Unable to Contact | 0 | 0 | 0 | 0 | 0 |
| Failure to Respond to Original Complaint | 0 | 0 | 0 | 0 | 0 |
| Other: | 0 | 0 | 0 | 0 | 0 |

Form 500 Service Interruption Data - Paper Filing

City/Town: MEDFIELD

Cable Company: Verizon New England, Inc.
Address: 6 Bowdoin Square, Boston, MA 02114
Contact: Niall Connors
Phone: 857 415-5123
E-Mail: niall.s.connors@verizon.com

Filing Year: 2020

Number of Subscribers: 1900

Average Resolution Time:

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

| Date Service Interruption Began | Average Resolution Time: (see Code Key above) | Estimated # of Subscribers Affected |
|---------------------------------|---|-------------------------------------|
| 1/3/2020 | 1 | 2037 |
| 3/13/2020 | 2 | 1117 |
| 4/23/2020 | 1 | 563 |
| 4/23/2020 | 2 | 1962 |
| 5/5/2020 | 1 | 1975 |
| 5/14/2020 | 1 | 1970 |
| 5/18/2020 | 1 | 1969 |
| 5/25/2020 | 2 | 1968 |
| 5/30/2020 | 1 | 1967 |
| 6/23/2020 | 1 | 1960 |
| 7/25/2020 | 1 | 552 |
| 8/3/2020 | 1 | 625 |
| 8/17/2020 | 1 | 1939 |
| 9/12/2020 | 1 | 1932 |
| 9/8/2020 | 3 | 1932 |
| 9/16/2020 | 1 | 11 |
| 9/17/2020 | 1 | 17 |
| 10/17/2020 | 1 | 383 |
| 12/1/2020 | 1 | 408 |