



Board of Selectmen  
Meeting Packet  
April 20, 2021



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NEWSPAPER  
COMPANY

GateHouse Media New England

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**Salesperson:** Deborah Dillon

Evelyn Clarke  
Medfield Bd Of Selectmen  
459 MAIN ST  
MEDFIELD, MA 02052-2009

<b>Title:</b>	<b>The Press Legals</b>	<b>Class:</b>
<b>Start date:</b>	<b>4/30/2021 4/30/2021</b>	<b>Stop date:</b>
<b>Insertions:</b>	<b>1</b>	<b>#Lines:</b>
<b>Price:</b>	<b>51 ag \$19.29</b>	

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POWER HOME REMODELING GROUP LLC  
**LEGAL NOTICE  
PERMIT TO SOLICIT**

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Notice is hereby given that under the provisions of Section 28 of Article IV of the Town of Medfield By-Laws a public hearing will be held on Tuesday May 4, 2021 at 7:00 PM on application of Power Home Remodeling Group LLC. 201 Jones Road, Waltham, MA to solicit in Medfield. All town boards and interested parties are invited to attend.

Due to COVID restrictions, this hearing will take place **virtually via Zoom**. Please consult the Town's website for instructions for participation in the hearing.

Michael T. Marcucci, Chairman  
Board of Selectmen

AD#13955633  
The Press 4/30/21





TOWN OF MEDFIELD  
MASSACHUSETTS  
*Department of Public Works*

MAURICE G. GOULET  
Director of Public Works

55 North Meadow Road  
Medfield, MA 02052  
(508) 906-3002  
Fax (508) 359-4050  
mgoulet@medfield.net

## MEMORANDUM

TO: Kristine Trierweiler, Town Administrator  
Nicholas Milano, Assistant Town Administrator

FROM: Maurice G. Goulet, Director of Public Works

DATE: April 30, 2021

SUBJECT: Complete Streets Policy

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The Complete Streets Program was created by MassDOT to provide communities with the tools and funding resources to consider multimodal transportation in their designs and projects. MassDOT's explanation of a "Complete Street" is below:

*"A Complete Street is one that provides safe and accessible options for all travel modes – walking, biking, transit, and motorized vehicles – for people of all ages and abilities. Designing streets with these principles contributes toward the safety, health, economic viability and quality of life in a community by improving the pedestrian and vehicular environments and providing safer, more accessible and comfortable means of travel between home, school, work, recreation and retail destinations. More broadly, embedding Complete Streets principles in policy and practice help promote more livable communities."*

We have created a Complete Streets Policy for the Town of Medfield and the Selectmen to adopt. We recommend that these principles, guide our decision making in design of projects for future roadway construction and rehabilitation. This policy suggests that we utilize these principles whenever practicable to promote multimodal uses for people of all ages and abilities in the community.

Once the policy is accepted by the Town and approved by MassDOT we would then be eligible for funding a Prioritization Plan. Within this plan, the municipality will identify projects that incorporate Complete Streets elements and rank these projects based on their ability to address defined issues/needs. Through the Prioritization Plan process, Medfield will assess project details including the readiness level of each project, conceptual cost estimate, and multimodal benefits. The Project Prioritization Plan must be accepted by MassDOT before we can apply for Complete Street project construction funding.



Town of Medfield, Massachusetts  
**COMPLETE STREETS POLICY**

Effective Date: .....July 1, 2021  
Expiration Date: .....None  
Date Last Revised: .....  
Selectmen Vote to Adopt Policy: .....

**Medfield Complete Streets Policy**

**Vision and Intent**

The vision of integrating Complete Streets values in the Town of Medfield is to incorporate principles of safety, health, economic viability, and improve the quality of life within the community by providing greater opportunities in multi-modal and non-motorized transportation.

The intent of the Complete Streets Policy for the Town of Medfield is to accommodate all street users by creating a street network that meets the needs of individuals utilizing a variety of transportation modes. It is the vision of the Town of Medfield to formalize the planning, design, operation and maintenance of streets so they are safe for all users of all ages and abilities as a matter of routine. This Policy directs decision-makers to consistently fund, plan, design, construct and maintain streets to accommodate all anticipated users including, but not limited to pedestrians, bicyclists, motorists, emergency vehicles and freight and commercial vehicles.

- Complete Streets is an approach to community transportation using design principles to ensure safety, comfort and accessibility for users of all ages, abilities and income levels and for all users of our streets, sidewalks and trails including pedestrians, bicyclists, motorists, wheelchair users and other power-driven mobility devices, commercial and emergency vehicles.
- Complete Streets can reduce congestion by providing safe travel choices that encourage non-motorized transportation options, increasing the overall capacity of the transportation network as well as decreasing consumer transportation costs and overall carbon footprint.
- Complete Streets support economic growth and community stability by providing accessible and efficient connections between home, school, work, recreation and retail destinations by improving the pedestrian and vehicular environments throughout communities.
- Complete Streets supports environmental sustainability through the reduction of carbon emissions.

- Complete Streets enhance safe walking and bicycling options for school-age children, in recognition of the objectives of the national Safe Routes to School program.
- Complete Streets can help reduce crashes and injuries and their costs.

### **Core Commitment**

The Town of Medfield recognizes that all users of all transportation modes, including, but not limited to, pedestrians, bicyclists, school bus riders, motorists, delivery and service personnel, freight haulers, and emergency responders are legitimate users of streets and deserve safe facilities. “All Users” includes users of all ages and abilities.

The Town of Medfield recognizes that all projects, new, maintenance, or reconstruction, are included as opportunities to implement Complete Streets principles. The Town will, to the maximum extent possible, design, construct, maintain, and operate all non-exempt streets to provide for a comprehensive and integrated street network for people of all ages and abilities.

Complete Streets principles and design elements shall be considered for all publicly and privately funded projects, and incorporated as appropriate. All transportation infrastructure and street design projects requiring funding or approval from the Town of Medfield, as well as projects funded by the state and federal government, such as the Chapter 90 grants, Town improvement grants, Transportation Improvement Program (TIP), the MassWorks Infrastructure Program, Capital Funding and other state and federal funds for street and infrastructure design shall adhere to and comply with the Town of Medfield Complete Streets Policy to the maximum extent practicable. Private developments and related street design components or corresponding street-related components shall adhere to and comply with the Complete Streets principles.

Exemptions to the Complete Streets Policy may be granted by the Medfield Board of Selectmen which include:

1. All transportation facilities that are limited to non-motorized transportation modes, such as multi-use paths, pedestrian paths, bicycle paths and walking and hiking trails.
2. Certain local and two-lane sub-collector streets where traffic volumes are generally low and the abutting properties are sparsely populated. This list may from time to time be reviewed and updated.
3. The cost or impacts of implementing this Policy are excessively disproportionate to the current and reasonably foreseeable future need for this Policy and the benefits derived from its implementation.
4. Other Town policies, regulations, or requirements contradict or preclude the implementation of this policy, after such policies, regulations, and requirements have been examined and updated to be consistent with the Town of Medfield Complete Streets Policy.

### **Best Practices**

The Town of Medfield Complete Streets Policy will focus on developing a connected, integrated network that serves all roadway users. Complete Streets principles will be integrated into policies, planning, and design of all types of public and private projects, including new

construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on, adjacent to, and related to roadways, as allowed by law and regulation.

Complete Street principles include the development and implementation of projects in a context sensitive manner in which project implementation is sensitive to the community's physical, economic, and social setting. The context-sensitive approach to process and design includes a range of goals by considering stakeholder and community values on a level plane with the project need. It includes goals related to livability with greater participation of those affected in order to gain project consensus. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historical, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions.

To the greatest extent possible, implementation of the Town of Medfield Complete Streets Policy will be carried out cooperatively within and between all departments, boards and committees in the Town of Medfield, private developers, and State, regional and federal agencies.

The policies will be consistent with the following project selection criteria for multi purposed pathway and pedestrian projects utilized by the Town:

- Reason to come: The purpose of the project is to provide pedestrian links to destinations including the Medfield downtown area, shopping centers, and playgrounds and pedestrian oriented destinations.
- Highly populated area: The project will serve highly populated areas.
- Schools: The project(s) will serve streets and the network surrounding schools.
- Athletic complexes: The project(s) will serve streets and the networks surrounding outdoor athletic fields and areas where athletic events occur.
- Recreation Centers: The project(s) will serve streets and the networks surrounding these recreation-use areas.
- East-West connections: The project will enhance east-west connections.
- North-South connections: The project will enhance north-south connections.

The Town of Medfield Complete Streets Policy may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets including but not limited to the following:

- The Massachusetts of Department of Transportation Project Design and Development Guidebook  
<https://www.mass.gov/lists/design-guides-and-manuals>
- The latest edition of American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highway and Streets.
- [https://safety.fhwa.dot.gov/roadway\\_dept/countermeasures/reduce\\_crash\\_severity/policy\\_memo/aashto\\_rdg\\_120626/](https://safety.fhwa.dot.gov/roadway_dept/countermeasures/reduce_crash_severity/policy_memo/aashto_rdg_120626/)

- The United States Department of Transportation Federal Highway Administration's Manual on Uniform Traffic Design Controls.  
<https://mutcd.fhwa.dot.gov/>
- The Architectural Access Board (AAB) 521CMR Rules and Regulations  
<https://www.mass.gov/aab-rules-and-regulations>
- Documents and plans created by and for the Town of Medfield, such as bicycle/pedestrian network plans and conservation/recreation trails plans. Complete Streets implementation and effectiveness should be constantly evaluated for success and opportunities for improvement.
- National Association of City Transportation Officials' Urban Street Design Guide: <https://islandpress.org/books/urban-street-design-guide>

## **Implementation**

The Town shall make Complete Streets practices a routine part of everyday operations, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

The Town shall review and either revise or develop proposed revisions to all appropriate planning documents, zoning and subdivision rules and regulations, laws, procedures, rules, regulations, guidelines, programs, and templates to integrate Complete Streets principles so as to be consistent with the Town of Medfield Complete Streets Policy. The Director of Public Works along with his/her management staff and/or an advisory group appointed by the Board of Selectmen will act to implement this initiative along with the final approval of the Town Administrator's office.

The Town will re-evaluate prioritizations of Capital Improvement Projects to encourage implementation of this Policy.

The Town will maintain a priority list of transportation improvement projects including problem intersections and roadways.

The Town will maintain an inventory of pedestrian and bicycle infrastructure that will prioritize projects to eliminate gaps in the sidewalk and bikeway network.

The Town will train pertinent town staff on the content of Complete Streets principles and best practices for implementing policy.

The Town will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way.

The Town will seek out appropriate sources of funding and grants for implementation of Complete Streets policies.





MassDevelopment  
99 High Street  
Boston, MA 02110

May 4, 2021

Dear Application Reviewers:

On behalf of the Board of Selectmen, I am writing to confirm the Board's support for the application by the non-profit Cultural Alliance of Medfield (CAM) to the Underutilized Properties Program administered by MassDevelopment.

The Town has previously partnered with CAM for a Market Analysis by ArtsMarket and Architectural Feasibility Study and Schematic Designs by DBVW Architects for the re-use of two historic buildings at the former Medfield State Hospital (MSH) for a performing arts venue and educational spaces – the Arts Center. These projects were funded by two grants from the MA Cultural Facility Fund, matched by the Town; CAM managed the process for both. Additionally, the Town and CAM partnered with the Metropolitan Area Planning Council to develop cultural programs at MSH. CAM has since completed the schematic designs and is undertaking an \$18.5 million fundraising campaign for the renovations and new addition. The Chapel is the priority for immediate work.

The Town purchased MSH from the state in December, 2014 and completed a master planning process in Aug., 2018. The market analysis, three community surveys and public meetings demonstrated strong and consistent community support for an arts facility and historic preservation of the Lee Chapel. Residents overwhelmingly approved of leasing two buildings to CAM for this purpose in Oct., 2018. The State approved a 99-year lease in July, 2019 and the Town entered the lease with CAM in June, 2020.

MSH sits on 128 acres, is on the National Registry of Historic Places, has been vacant since 2003, and has not produced revenue for the Town in more than a century. The reuse plan calls for the redevelopment of about 650,000 square feet including 300 housing units, a new nursing and memory care facility, and commercial space. The required private investment to implement the plan will be significant.

The cultural initiatives are an important catalyst to help attract developers to this challenging site, improve the assessed value of the property over time, and help with the absorption of new housing units. Establishing cultural uses will enhance the value of MSH and Medfield as a place to live and work.

While we consider the important economic gains in the master plan, the cultural development is also key to preserving the authenticity of MSH, reinforcing the public nature of the MSH campus, anchoring it as a central place within the community, and infusing new life into the historic setting.

We support CAM's application to repair the roof to prevent further damage, and removing the asbestos to create safe conditions for the work to come.

Sincerely,

NAME, TITLE



**AGREEMENT BETWEEN**  
**MUNICIPALITY OF MEDFIELD, MASSACHUSETTS**  
**Board of Assessors, 459 Main Street**  
**Medfield, MA 02052**

**AND**

**PATRIOT PROPERTIES, INC.**  
**123 Pleasant Street**  
**Marblehead, MA 01945**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between MEDFIELD, MASSACHUSETTS (hereinafter referred to as the MUNICIPALITY), a Municipal Corporation organized under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Assessors, and PATRIOT PROPERTIES, INC., a Massachusetts corporation (hereinafter referred to as the COMPANY), whose principal place of business is at 123 Pleasant Street Marblehead, Massachusetts, 01945.

In consideration of the compensation set forth herein, the COMPANY agrees to provide the following services in compliance with the Massachusetts Department of Revenue regulations, as they currently exist

**1. Scope of Agreement**

**Taxable Personal Property- Fiscal Years 2023 thru 2025:**

- A. Analyze the Forms of List (75-100) returned by the owners of the existing Taxable Personal Property.
- B. Review the taxable inventory base in the AssessPRO system for all new accounts.
- C. Validate the information on 33% (Approximately 20-25 Accounts) of the taxable database annually by field listing those accounts.
- D. Review the telecommunication and gas line companies listing submitted by the Department of Revenue and review the taxable inventory accordingly.
- E. All potentially new Taxable Personal Property accounts (up to 12 accounts) shall be visited for determination of taxability status.
- F. All new Taxable Personal Property accounts discovered shall be listed, priced and added to the tax base.
- G. All businesses determined to be exempt from taxation shall be noted and given to the Assessor's office staff for input into the Personal Property system for future reference.
- H. Provide **(2)** 504 Valuations each year.

Certification Fiscal Year 2025:

- A. The COMPANY will adjust all value tables, depreciation tables, and any other requirements of the system to insure equitable assessments and to conform to all Department of Revenue regulations and guidelines, as they currently exist.
- B. Provide all documentation necessary for the “Certification” process.

**2. General Conditions**

- A. The COMPANY will be responsible for all the discovery and data entry work.
- B. The COMPANY will be responsible for all changes to the AssessPRO calculation tables.
- C. The COMPANY will include **(2)** 504 valuations each fiscal year.
- D. Solar Fields and Wind Turbines are not included, estimates will be provided upon request.

**3. Compensation**

In consideration of the services to be performed by the COMPANY, the MUNICIPALITY shall pay the COMPANY the following amount:

**Twenty Thousand Four Hundred Dollars**  
**\$20,400.00**

Level funded over (3) fiscal years

Fiscal Year 2023: \$6,800.00

Fiscal Year 2024: \$6,800.00

Fiscal Year 2025: \$6,800.00

The MUNICIPALITY’S financial obligations are only binding for the current fiscal year; financial obligations for the subsequent fiscal year(s) are subject to appropriation by the local legislative body. The COMPANY shall submit periodic invoices to the MUNICIPALITY reflecting the steps completed and the corresponding payment due. The Assessors will review each invoice and, within 20 business days of its receipt, either approve it for payment and forward it to the appropriate department for timely processing, or return it to the COMPANY with a statement of reasons for its rejection. The final payment shall be due and payable to the COMPANY within thirty (30) days after the receipt of final certification from the Department of Revenue.

#### **4. Relationship of Parties**

In performing services pursuant to this Agreement, the COMPANY is performing solely in the capacity of an independent contractor and is not an employee or agent of the MUNICIPALITY. The COMPANY does not undertake by this Agreement, or otherwise, to perform any obligation of the MUNICIPALITY, whether regulatory or contractual, and the MUNICIPALITY shall not be bound under contract, subcontract, or other commitment made by the COMPANY without the express written consent of the MUNICIPALITY.

#### **5. Prime Contractor Responsibility**

The Assessors require single-point responsibility for the entire project. Subcontractors may be used, but the prime contractor must accept full responsibility for the subcontractors' performance. The COMPANY must identify all subcontractors, and the COMPANY must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must be approved by the MUNICIPALITY, in writing, prior to their performing any of the services under this Agreement.

#### **6. Assignment of Contract**

The COMPANY shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the Assessors, provided, however, that claims for money due or to become due to the COMPANY from the MUNICIPALITY hereunder may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the Assessors. Any such assignment shall be expressly made subject to all defenses, set offs, or counter claims, which would have been available to the MUNICIPALITY against the COMPANY in the absence of such assignment.

#### **7. Ownership and Confidentiality of Information**

- A. All information acquired by the COMPANY from the MUNICIPALITY, or from others at the expense of the MUNICIPALITY, in the performance of the Agreement shall be and remain the property of the MUNICIPALITY. This includes all records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the COMPANY in the performance of this Agreement.
- B. The COMPANY recognizes that in the performance of this Agreement, it may obtain or have access to confidential information including information subject to restrictions on its disclosure pursuant to Massachusetts General Laws, Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules, and guidelines promulgated thereunder regarding access to, and disclosure of, such information.
- C. The COMPANY agrees that it will use this information only as required in the performance of the Agreement and will not, before or after the completion of this Agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Assessor. The COMPANY further agrees to return said information to the MUNICIPALITY promptly at its request in whatever form it is maintained by the COMPANY.

- D. The COMPANY agrees to take reasonable steps to ensure the confidentiality and security of the information in its possession or under its control.
- E. In the event of the COMPANY'S failure to conform to the requirements set forth in Paragraphs A through D above, the MUNICIPALITY may terminate this Agreement upon thirty (30) days written notice, unless within such thirty day period, the failure to conform is cured.

## **8. Indemnification**

The COMPANY shall indemnify and hold harmless the MUNICIPALITY against any and all liability, loss, damages, cost, or expenses relating to personal injury or property damage which the MUNICIPALITY may sustain, incur, or be required to pay, arising out of or in connection with services performed under this Agreement, by reason of any negligent action or inaction or willful misconduct of the COMPANY, a person employed by the COMPANY, or any of its subcontractors, provided that:

- A. The COMPANY is notified of any claim within a reasonable time after the MUNICIPALITY becomes aware of it, and
- B. The COMPANY is afforded an opportunity to participate in the defense of such claim. In such event, the COMPANY shall have the right to approve any settlement negotiated.

## **9. Insurance Requirements**

The COMPANY will maintain all insurance required by law for its employees, including disability, workers' compensation and unemployment, and public liability insurance at least as hereinafter set forth so as to protect it and the MUNICIPALITY from any and all claims for personal injury and property damage from the entire pendency of the project:

- A. The COMPANY shall provide Certificate(s) of insurance for Professional Liability, General Liability and Automobile Liability each with a minimum of \$1,000,000.00 with the MUNICIPALITY named as and additional insured on the General Liability insurance coverage and Worker's Compensation coverage per statute.

## **10. Termination of Contract**

- A. Subject to the provisions of the Section entitled "Force Majeure", if the COMPANY shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the COMPANY shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of said failure or violation is received by the COMPANY, then the MUNICIPALITY shall thereupon have the right to terminate this Agreement by giving written notice to the COMPANY of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

- B. Subject to the provisions of the Section entitled “Force Majeure”, if the MUNICIPALITY shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the MUNICIPALITY shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of said failure or violation is received by the MUNICIPALITY, then the COMPANY shall thereupon have the right to terminate this Agreement by giving written notice to the MUNICIPALITY of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.
- C. In the event of termination, all finished deliverables and all deliverables in process and all other records, data files, computer records, work sheets, studies, documentation and materials, complete and incomplete, shall be delivered to the MUNICIPALITY within fifteen (15) calendar days after such termination. The COMPANY acknowledges that any failure or unreasonable delay on its part in the delivery of such materials to the MUNICIPALITY will cause irreparable injury to the MUNICIPALITY not adequately compensable in damages. The COMPANY accordingly agrees that the MUNICIPALITY may, in such event, seek and obtain injunctive relief as well as monetary damages. The COMPANY shall be entitled to receive just and equitable compensation for any work performed under this Agreement completed prior to the date of termination, which is determined by the MUNICIPALITY to be satisfactory.
- D. Notwithstanding the above, in the event of termination, the COMPANY shall not be relieved of liability by virtue of any breach of this Agreement by the COMPANY, and the MUNICIPALITY may withhold any payments to the COMPANY for the purpose of set-off until such time as the exact amount of damages due to the MUNICIPALITY from the COMPANY is determined.

## **11. Force Majeure**

Neither party will be liable to the other or be deemed to be in breach under this Agreement for any failure to perform or delay in rendering performance due to causes beyond its reasonable control and without its fault and negligence. Such causes may include, but are not limited to, an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

It is agreed, however, that since the performance dates of this Agreement are important to the implementation of the entire program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the COMPANY, shall be deemed to render performance impossible, and the MUNICIPALITY shall thereafter have the right to terminate this Agreement, in accordance with the provisions of the section entitled "Termination" without termination costs, penalties, or other liability.



## **12. Conflict of Interest**

- A. The COMPANY agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest and that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Agreement.
- B. No officer, member, or employee of the Commonwealth and no public official of the governing body of the locality or localities in which this Agreement shall be performed who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall:
  - 1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; or
  - 2. Have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The COMPANY shall not contract with or employ an assessor, selectman, or executive or financial officer of the MUNICIPALITY to perform any of the services under this Agreement.

## **13. Effectiveness of Agreement**

The effective date of this Agreement shall be the date upon which the Agreement is signed and executed by the COMPANY and the MUNICIPALITY.

## **14. Notices**

Any notice required or permitted to be given to a party shall be sufficient if given in writing and sent by Certified Mail, addressed to the MUNICIPALITY as identified above and to the COMPANY as identified above.

## **15. Integration**

All attachments referred to in this Agreement are deemed to be part of the Agreement.

## **16. Amendment**

No amendment to this Agreement shall be effective unless it is in writing, signed by authorized representatives of both parties, and attached hereto.

## **17. Waivers**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Agreement shall be waived except by the written agreement of the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

**18. Severability**

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

**19. Governing Law**

The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court in Dedham or Dedham District Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

IN WITNESS WHEREOF, PATRIOT PROPERTIES, INC., and MEDFIELD, MASSACHUSETTS have caused this Agreement to be executed by their duly-authorized officers.

**PATRIOT PROPERTIES, INC.**

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

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

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

**TOWN OF MEDFIELD, MA**

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that Patriot Properties, Inc., to the best of my knowledge and belief, has filed all Massachusetts State tax returns and paid all Massachusetts State taxes required under law.

**PATRIOT PROPERTIES, INC.**

(Corporate Name)

**04-2864004**

(Fed: I.D. Number)

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

(Corporate Officer)



## APPROPRIATION TRANSFERS

Requested Under The Provisions Of M.G.L. Chapter 44 section 33B  
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee  
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from:	<u>019122-570100</u>	<u>Workers Compensation Insurance</u>
	Account Number	Account Name

Available Funds	<u>\$40,357.00</u>
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Transfer to:	<u>019452-575000</u>	<u>Liability Insurance</u>
	Account Number	Account Name

Available Funds	<u>\$3,018.00</u>
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Requested amount of transfer:

**\$7,500.00**

Reason for request:

Pay outstanding invoices for endorsements in the amount of \$1,650 and for a deductible in the amount of \$2,500.00 and and increase the budgeted amount for any potential deductibles or endorsements prior to the close of Fiscal Year 2021

\_\_\_\_\_  
Requesting Department Head Signature

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Town Accountant Date

_____ Signature for BOARD OF SELECTMEN	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

_____ Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

Informational

TOWN OF MEDFIELD  
TOWN HALL  
459 MAIN ST  
MEDFIELD, MA 02052



# TOWN OF MED

## 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, May 12, 2021[\*at the Medfield Town House, 459 Main Street,] to hear the following petition:

➔ - **Cellco Partnership d/b/a Verizon Wireless**, c/o Gehring & Associates, LLC, P.O. Box 98, West Mystic, CT 06388 seeks a Special Permit pursuant to Sections 300-17 and 300-14.10, and other applicable sections of the Town of Medfield Zoning Bylaw, M.G.L. Chapter 40A, and the Telecommunications Act of 1996; 47 U.S.C. 332(c)(7)(B), all rights reserved, for the installation of a Personal Wireless Communications Facility antennas inside Existing Steeple and Radio Equipment on-grade in backyard surrounded by solid fence. The site is located at 428-438 Main Street, Assessor's Map 43, Lots 110 And 111; RU & RS Zoning Districts; on properties owned by the First Baptist Church of Medfield.

- **ICO, LLC (applicant/owner)** of 195 Main Street, Medway, MA 02053 seeks a special permit under MGL Chpt. 40A §9 and/or Medfield Zoning Bylaw §300-9 and the Table of Area Regulations referenced in §300-6 of the Zoning Bylaw as well as Table of Use Regulations Section 1.3 to expand the nonconforming use from two-family to three-family. The property is located at 99-101 North Street; Assessors' Map 42 Lot 046; RU Zoning District.

**\*This meeting will be held remotely on Zoom due to the COVID-19 state of emergency.**

Instructions to view or listen to the meeting are included on the meeting agenda on the Town's website. All town boards and other interested parties wishing to be heard should appear at the time and place designated. There will be an explicit time during each hearing for public comments. Interested parties are urged to reach out to Town Planner Sarah Raposa at [sraposa@medfield.net](mailto:sraposa@medfield.net) (508) 906-3027 with any questions, comments, or concerns about access to the materials, attending the virtual meeting, or other related matters. The applications and plans may be viewed on the ZBA's webpage on the Town's website at [www.town.medfield.net](http://www.town.medfield.net).

John J. McNicholas, Chairman  
Board of Appeals on Zoning

#### THE PRESS

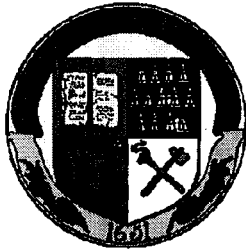
- April 23, 2021
- April 30, 2021

*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*



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

COLE DR  
T2-009  
TOWN OF MEDFIELD  
459 MAIN ST  
MEDFIELD, MA 02052

**TOWN OF MEDFIELD**  
*Office of the*  
**Board of Appeals on Zoning**

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

**NOTICE OF DECISION**

APPLICANT: Keith and Katie Normant  
DECISION DATE: April 14, 2021  
DATE OF FILING DECISION: April 23, 2021  
DECISION NUMBER: 1408

At a public meeting held on April 14, 2021 Town of Medfield Zoning Board of Appeals, acting in the above referenced matter, voted to approve with conditions the requested approvals under Mass. Gen. Laws Ch. 40A §9 and/or Medfield Zoning Bylaw §300-6.3.E for a proposed construction project, which involves the installation of an in-ground swimming pool and pool apron on a parcel where the lot coverage exceeds 15%.

The property is located at 14 Cole Drive, Medfield, MA, and is shown on Assessors' Map 18 Lot 081. The Property is located in the Residential Town (RT) zoning district, with no aquifer overlay.

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.

Copies of the decision may be obtained online at [www.town.medfield.net](http://www.town.medfield.net) > ZBA Webpage > ZBA Decisions or by emailing [sraposa@medfield.net](mailto:sraposa@medfield.net).

Sarah Raposa  
Town Planner  
(508) 906-3027  
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