



Board of Selectmen
Meeting Packet
December 7, 2021

Posted on: November 18, 2021

Tax Classification Public Hearing

LEGAL NOTICE

TOWN OF MEDFIELD

PUBLIC HEARING

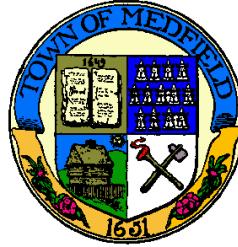
ATTN: TAXPAYERS

The Medfield Board of Selectmen will hold a public hearing on Tuesday, December 7, 2021, at 7:00 PM in the Chenery Meeting Room, 2nd Floor, Town House, 459 Main Street, for tax classification purposes.

The central issue to be discussed during this tax classification hearing is whether all five classes of property: residential, open space, commercial, industrial and personal shall be taxed at the same rate or at different rates for fiscal year 2022. (MGL c.40, sec.56) The Board of Assessors will provide relevant information regarding the tax rate including the fiscal effects of available alternatives.

Interested taxpayers are urged to attend the hearing. Written and oral statements from interested taxpayers will be accepted by the Board of Selectmen's office and taken into consideration at the hearing.

Michael Marcucci, Chairman of the Board of Selectmen



BOARD OF ASSESSORS

Fiscal 2022 Classification Hearing

Purpose

The purpose of the classification hearing is for the Board of Selectmen to determine the allocation of the local property tax to be borne by the four classes of real property and personal property for Fiscal Year 2022. It is the responsibility of the Selectmen to adopt a residential factor. The residential factor is used to determine the percentage of the tax levy that is applied to each class of real and personal property. The Board of Assessors then applies these percentages to each property class (M.G.L. Chapter 40, section 56).

It is the responsibility of the Assessors to provide the Selectmen with relevant information and to discuss the fiscal effects of possible alternatives.

Tax Rate

The tax rate is the tax levy divided by the town's taxable valuation. This is known as the *Uniform Tax Rate*. Under this rate each class of property pays a share of the tax levy *equal* to its share of the total town value.

A. Residential Factor

Adopting a residential factor of "1" will result in the taxation of all property at the same rate. However, the law allows the Commercial/Industrial/Personal Property, tax rate for the Town to be as high as 50% above the uniform rate; and the Residential/Open Space, R/O, to be as low as 65% of the uniform rate.

B. Analysis of surrounding cities' and towns' FY 2021 tax rates:

Town	Res. Rate	CIP Rate	Residential %
Dover	12.89	12.89	97.1763
Norfolk	17.99	17.99	92.5396
Millis	19.62	19.62	91.4962
Sherborn	19.63	19.63	95.6247
Walpole	14.84	19.72	83.6388
Westwood	14.78	28.59	74.9494
Medfield	17.76	17.76	94.4138

C. History of differential tax rates in Medfield

Historically Medfield has always maintained a single tax rate. Shifting the tax onto the Commercial, Industrial and Personal properties would create a tax burden for those properties, while the Residential properties would only benefit from a small savings.

D. Tax Rate Scenarios

Overall Scenario

Commercial/Industrial/Personal Properties projected share of the tax levy: \$2,879,421
 Last Year's CIP share = \$2,835,372

With a 10% shift	\$3,167,363	tax dollars would be paid by CIP
With a 25% shift	\$3,599,276	tax dollars would be paid by CIP
With a 50% shift	\$4,319,132	tax dollars would be paid by CIP

Individual Scenario

For a \$720,800 home & commercial property based on an estimated tax rate of \$17.42,

	Residential	Commercial
Assessed Value	\$720,800	\$720,800
Single tax rate	\$12,556	\$12,556
10% shift	\$12,484	\$13,816
Difference	(\$72)	+\$1,260
25% shift	\$12,376	\$15,695
Difference	(\$180)	+\$3,139
50% shift	\$12,189	\$18,834
Difference	(\$367)	+\$6,278

E. Historical Commercial/ Industrial/ Personal Data:

Year	CIP%	Tax Dollars	Tax Levy	Tax Rate
2017	5.4753	\$2,339,247	42,723,595	16.89
2018	5.6566	\$2,487,906	43,982,483	17.03
2019	5.4694	\$2,621,438	47,928,863	17.87
2020	5.6291	\$2,791,945	49,598,590	17.83
2021	5.5862	\$2,835,372	50,753,430	17.76
2022	5.5298	\$2,879,421	52,070,601	17.42

F. Residential Category Single Family Averages

Year	SFA Value	Tax \$
2017	623,400	10,530
2018	634,700	10,809
2019	658,400	11,766
2020	676,500	12,062
2021	692,400	12,297
2022	720,800	12,556

Please note: For purposes of this hearing the tax rate is an example only. The final rate will be determined after the Department of Revenue has approved the Tax Recap.



Nicholas Milano <nmilano@medfield.net>

re-precincting and redistricting

Marion Bonoldi <mbonoldi@medfield.net>
 To: Nicholas Milano <nmilano@medfield.net>

Thu, Dec 2, 2021 at 2:49 PM

Summary of reason for appointment with BOS on December 7, 2021:

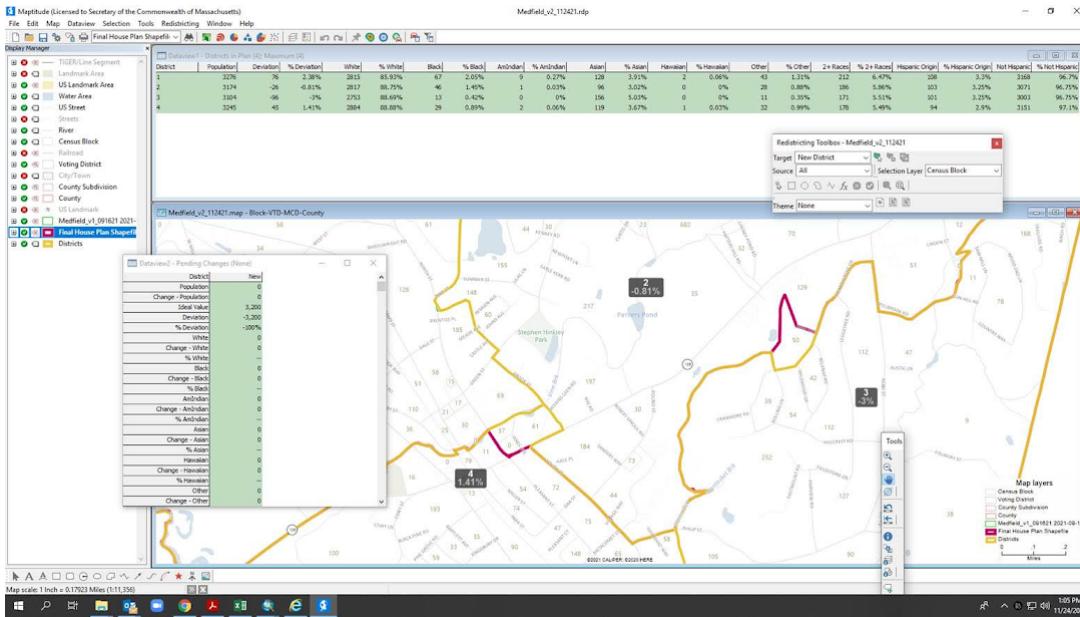
Presented to the BOS on October 5, 2021 and changes for the 2020 precincts were approved.
 The changes affect approximately 148 residents in the Crest Circle and Janes Avenue area in Medfield.

Our changes were accepted by the LEDRC (Local Election Districts Review Commission) October 12, 2021. All precinct changes were to go into effect 12/31/2021.

During the week of November 1, 2021, Governor Baker signed off on new district boundaries for all 200 seats in the House and Senate. The redistricting lines were created using the 2010 precinct maps. In the days prior to the Governor signing off on the new district boundaries, his chief counsel reached out to the Massachusetts Town Clerks Association in an effort to help mitigate the potential impact. The concerns of the Secretary of State and the MTCA were ultimately realized but there was not enough time to make any changes to the bill.

Since Medfield is a split municipality, the changes that were previously approved by the BOS on October 5, 2021, will create "sub-precincts" due to precincts being created with 2020 map lines but the districts using 2010 map lines. (You could be a voter in Precinct 2/ sub-precinct 4...meaning you vote in Precinct 2 for local elections but Precinct 4 in State elections)

The screenshot is how our maps looks like with the legislative splits



Since the changes to the 2020 precincts were minimal and to control confusion among Medfield voters, I am asking the BOS to "re-vote" the changes of the precincts back to the 2010 map lines using 2020 census numbers due to redistricting bill pass by Governor Baker after our precinct changes were approved. This is an opportunity to revise our precinct lines to mitigate the requirement for sub-precincts due to the law signed.

Marion Bonoldi
 Town Clerk

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Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011005	61	47	0	5	1	0	0	8	1	60
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011006	128	112	0	5	2	0	0	9	2	126
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011007	68	59	5	0	2	0	0	2	2	66
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011008	58	53	0	3	1	0	0	1	0	58
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011009	15	10	0	0	0	0	0	5	0	15
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011010	185	182	0	1	0	0	1	1	1	184
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011013	51	49	0	0	1	1	0	0	0	51
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011014	110	84	10	9	0	0	1	6	4	106
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011015	98	83	0	6	0	0	0	9	1	97
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011016	69	65	2	1	0	0	0	1	0	69
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011017	17	5	3	0	1	0	0	8	2	15
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011018	36	33	0	0	0	0	0	3	3	33
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011019	10	8	0	2	0	0	0	0	0	10
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011020	9	8	0	1	0	0	0	0	1	8
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011021	104	100	0	3	0	0	0	1	0	104
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011022	73	63	0	8	0	0	0	2	3	70
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011023	21	10	7	4	0	0	0	0	0	21
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011024	85	68	0	6	2	0	0	9	4	81
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011025	127	121	2	4	0	0	0	0	2	125
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011026	122	107	0	7	1	0	0	7	4	118
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011027	103	99	0	0	0	0	1	3	0	103
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011028	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011030	30	23	3	0	0	0	0	4	3	27
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011031	25	24	1	0	0	0	0	0	0	25
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011034	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061012014	13	10	0	0	1	0	0	2	4	9
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061012015	2	1	0	0	0	0	0	1	0	2
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061012016	12	7	0	0	0	0	0	5	5	7
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061012019	57	56	0	0	1	0	0	0	1	56
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013000	39	38	0	0	0	0	0	1	0	39
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013001	22	17	0	2	0	0	0	3	0	22
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013002	99	81	1	2	1	0	0	14	1	98
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013003	65	56	0	0	3	0	0	6	4	61
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013004	261	247	1	13	0	0	0	0	0	261
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013005	59	50	1	4	0	0	0	4	0	59
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013006	62	57	0	5	0	0	0	0	0	62
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013007	35	23	3	0	1	0	1	7	5	30
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013008	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013009	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013010	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013011	147	138	0	3	0	0	0	6	5	142
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013012	50	45	0	4	1	0	0	0	1	49
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013013	202	187	0	6	5	0	1	3	1	201
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013014	35	26	2	3	0	0	0	4	4	31

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013015	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013016	30	17	0	3	2	0	0	8	3	27	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013017	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013018	91	76	0	1	0	0	0	14	10	81	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013019	1	1	0	0	0	0	0	0	0	1	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013020	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013021	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013022	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013023	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013024	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013025	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013026	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013027	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013028	20	11	0	4	0	0	0	5	0	20	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013029	56	51	0	3	1	0	0	1	1	55	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013030	7	4	0	0	0	0	0	3	0	7	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013031	52	48	0	0	1	0	0	3	3	49	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013032	34	21	4	6	0	1	0	2	1	33	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013033	20	16	1	0	0	0	0	3	4	16	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013034	168	109	11	0	13	0	3	32	19	149	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013035	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013036	32	9	10	4	2	0	1	6	3	29	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013037	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013038	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 1			68	3,276	2,815	67	128	43	2	9	212	108	3,168
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011000	35	26	0	5	1	0	0	3	2	33	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011001	217	189	1	7	2	0	0	18	18	199	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011002	30	30	0	0	0	0	0	0	0	30	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011003	155	146	0	7	0	0	0	2	6	149	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011004	44	38	0	0	0	0	0	6	0	44	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011011	148	140	0	6	0	0	0	2	2	146	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011012	60	52	0	1	0	0	0	7	2	58	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011032	61	46	0	2	6	0	0	7	3	58	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011033	197	135	40	4	4	0	0	14	12	185	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011036	37	31	2	0	2	0	0	2	2	35	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011037	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012000	682	635	1	15	2	0	0	29	15	667	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012001	16	11	0	1	2	0	0	2	1	15	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012002	59	51	0	3	1	0	0	4	5	54	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012003	70	61	0	0	0	0	0	9	9	61	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012004	25	19	0	0	3	0	0	3	2	23	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012005	32	23	0	3	5	0	0	1	0	32	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012006	23	21	0	0	2	0	0	0	3	20	

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012007	32	28	0	0	0	0	0	4	2	30	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012008	16	14	0	0	0	0	0	2	0	16	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012009	54	52	0	2	0	0	0	0	0	54	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012010	12	10	0	1	0	0	0	1	0	12	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012011	135	129	0	0	0	0	0	6	1	134	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012012	46	39	0	0	0	0	0	7	0	46	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012013	12	11	0	0	0	0	0	1	0	12	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012017	187	178	0	9	0	0	0	0	0	187	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012018	9	6	0	3	0	0	0	0	0	9	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012020	31	27	0	0	0	0	0	4	0	31	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012021	54	47	0	3	0	0	0	4	2	52	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012022	54	54	0	0	0	0	0	0	0	54	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012023	10	5	0	3	0	0	0	2	0	10	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012024	71	71	0	0	0	0	0	0	0	71	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012025	9	7	0	0	0	0	0	2	0	9	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012026	14	13	0	0	0	0	0	1	0	14	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012027	20	18	0	2	0	0	0	0	0	20	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012028	42	40	0	0	0	0	0	2	0	42	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021001	12	8	0	0	0	0	0	4	2	10	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021006	51	41	0	0	3	0	0	7	9	42	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021009	129	103	0	5	1	0	0	20	2	127	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021017	184	175	0	5	0	0	0	4	0	184	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021018	30	23	0	1	0	0	0	6	0	30	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021027	44	34	0	5	0	0	0	5	1	43	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021028	73	61	4	5	0	0	1	2	3	70	
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021029	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 2													
Total			44	3,222	2,848	48	98	34	0	1	193	104	3,118
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021000	168	151	0	9	0	0	0	8	4	164	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021002	11	7	0	2	0	0	0	2	0	11	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021003	26	22	0	3	1	0	0	0	4	22	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021004	78	62	0	11	0	0	0	5	2	76	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021005	47	41	0	5	0	0	0	1	1	46	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021007	9	1	0	3	1	0	0	4	3	6	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021008	112	100	0	12	0	0	0	0	0	112	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021010	50	46	0	0	2	0	0	2	4	46	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021011	112	100	3	6	0	0	0	3	7	105	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021012	127	120	0	3	0	0	0	4	5	122	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021013	252	227	0	7	0	0	0	18	1	251	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021014	54	49	0	0	0	0	0	5	8	46	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021015	39	35	0	2	0	0	0	2	4	35	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021016	15	11	0	0	0	0	0	4	0	15	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021020	105	98	0	6	1	0	0	0	2	103	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021021	90	87	0	0	0	0	0	3	3	87	

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021022	21	21	0	0	0	0	0	0	0	21	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021023	38	38	0	0	0	0	0	0	0	38	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021024	33	27	1	4	0	0	0	1	0	33	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021025	79	69	0	1	3	0	0	6	3	76	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021026	46	30	1	9	0	0	0	6	3	43	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021030	42	33	1	8	0	0	0	0	1	41	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023000	19	13	0	0	0	0	0	6	5	14	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023001	16	11	0	1	0	0	0	4	0	16	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023002	12	12	0	0	0	0	0	0	0	12	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023003	126	118	0	0	0	0	0	8	2	124	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023004	11	7	0	0	0	0	0	4	2	9	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023005	85	70	1	12	0	0	0	2	1	84	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023006	140	132	0	5	0	0	0	3	5	135	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023007	103	93	2	0	1	0	0	7	6	97	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023008	55	49	0	3	0	0	0	3	1	54	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023009	49	41	0	4	0	0	0	4	0	49	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023010	18	18	0	0	0	0	0	0	2	16	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023011	34	33	0	0	0	0	0	1	0	34	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023012	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023013	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023014	60	51	1	3	0	0	0	5	2	58	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023015	310	279	0	10	1	0	0	20	9	301	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023016	78	66	0	5	2	0	0	5	2	76	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024003	79	74	1	2	0	0	0	2	0	79	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024004	298	280	0	13	1	0	0	4	4	294	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024005	52	41	1	1	0	0	0	9	6	46	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024006	27	12	1	6	0	0	0	8	3	24	
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024007	28	24	0	0	0	0	0	4	0	28	
Medfield Town Precinct 3			44	3,154	2,799	13	156	13	0	0	173	105	3,049
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061011029	79	55	6	0	3	0	0	15	7	72	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061011035	11	7	0	1	1	0	0	2	2	9	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061011038	0	0	0	0	0	0	0	0	0	0	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061011039	16	14	0	0	0	0	0	2	0	16	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061021019	58	51	1	1	0	0	0	5	0	58	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022000	72	68	0	3	0	0	0	1	1	71	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022001	54	50	0	0	0	0	0	4	2	52	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022002	74	70	2	2	0	0	0	0	2	72	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022003	47	38	0	3	0	0	0	6	5	42	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022004	75	75	0	0	0	0	0	0	0	75	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022005	148	128	0	12	0	0	0	8	1	147	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022006	13	8	0	2	1	0	0	2	0	13	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022007	90	82	0	2	2	0	0	4	0	90	
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022008	25	19	2	0	3	0	0	1	3	22	

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022009	19	16	0	3	0	0	0	0	2	17
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022010	41	29	0	6	0	0	0	6	2	39
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022011	35	34	0	0	1	0	0	0	0	35
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022012	193	170	7	7	0	0	0	9	4	189
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022013	59	58	0	0	1	0	0	0	0	59
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022014	33	32	0	0	0	0	0	1	0	33
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022015	100	80	0	4	2	0	0	14	4	96
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022016	6	0	0	5	0	0	0	1	1	5
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022017	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022018	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022019	63	63	0	0	0	0	0	0	0	63
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022020	65	55	0	0	0	0	0	10	10	55
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022021	58	55	2	0	0	0	1	0	1	57
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022022	7	6	0	0	0	0	0	1	1	6
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024000	116	97	1	10	1	1	1	5	4	112
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024001	121	110	0	4	0	0	0	7	6	115
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024002	36	36	0	0	0	0	0	0	0	36
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024008	303	281	1	16	0	0	0	5	1	302
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024009	103	94	0	9	0	0	0	0	3	100
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024010	36	31	0	0	0	0	0	5	2	34
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024011	64	55	1	4	0	0	0	4	0	64
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024012	82	68	0	8	3	0	0	3	5	77
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024013	298	279	0	6	0	0	0	13	2	296
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024014	26	20	0	0	0	0	0	6	3	23
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024015	19	19	0	0	0	0	0	0	0	19
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024016	78	74	0	0	2	0	0	2	6	72
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024017	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024018	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024019	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024020	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024021	17	14	0	0	0	0	0	3	0	17
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024022	27	27	0	0	0	0	0	0	0	27
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024023	53	52	0	1	0	0	0	0	0	53
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024024	83	67	0	4	3	0	0	9	4	79
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024025	27	21	3	1	0	0	0	2	0	27
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024026	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024027	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024028	19	17	0	0	0	0	0	2	0	19
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024029	102	97	0	0	0	0	0	5	4	98
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024030	44	42	0	0	0	0	0	2	1	43
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024031	33	28	0	3	1	0	0	1	0	33
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024032	19	15	1	0	0	0	0	3	0	19
Medfield Town Precinct 4			56	3,147	2,807	27	117	24	1	2	169	89
												3,058

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Grand Total		212	12,799	11,269	155	499	114	3	12	747	406	12,393

Medfield Draft Legal Boundary Descriptions

Medfield Precinct One.

All of that portion of Norfolk County bounded and described as follows: Beginning at the point of intersection of the Sherborn/Medfield town line and the Millis/Medfield town line, and proceeding northerly along the Sherborn/Medfield town line to the Dover/Medfield town line, and proceeding easterly along the Dover/Medfield town line to Centre St, and proceeding westerly along Centre St to North St, and proceeding southerly along North St to Winter Brk, and proceeding easterly along Winter Brk to Map & Parcel 65-36, and proceeding southerly along Map & Parcel 65-36 to Cedar Ln, and proceeding southerly along Cedar Ln to Pine St, and proceeding southerly along Pine St to North St, and proceeding southerly along North St to Lowell Mason Rd, and proceeding easterly along Lowell Mason Rd to Green St, and proceeding southerly along Green St to Brook St, and proceeding easterly along Brook St to Vine Brk, and proceeding westerly along Vine Brk to Upham Rd, and proceeding northerly along Upham Rd to Fairy St, and proceeding westerly along Fairy St to Conrail RR, and proceeding southerly along Conrail RR to Vine Brk, and proceeding westerly along Vine Brk to shoreline, and proceeding westerly along shoreline to Vine Brk, and proceeding southerly along Vine Brk to Main St, and proceeding westerly along Main St to the Millis/Medfield town line, and proceeding westerly along the Millis/Medfield town line to the point of beginning.

Medfield Precinct Two.

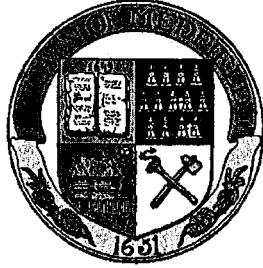
All of that portion of Norfolk County bounded and described as follows: Beginning at the point of intersection of North St and Winter Brk, and proceeding northerly along North St to Centre St, and proceeding easterly along Centre St to the Dover/Medfield town line, and proceeding easterly along the Dover/Medfield town line to Main St, and proceeding westerly along Main St to Tubwreck Brk, and proceeding southerly along Tubwreck Brk to shoreline, and proceeding westerly along shoreline to Mill Brk, and proceeding southerly along Mill Brk to Map & Parcel 60-13, and proceeding easterly along map & Parcel 60-17 to Millbrook Rd, and proceeding southerly along Millbrook Rd to Nebo St, and proceeding northerly along Nebo St to Hearthstone Dr, and proceeding westerly along Hearthstone Dr to Crest Cir, and proceeding westerly along Crest Cir to Map & Parcel 59-61, and proceeding northerly along Map & Parcel 59-61 to Horse Brk, and proceeding southerly along Horse Brk to Philip St, and proceeding westerly along Philip St to South St, and proceeding westerly along South St to Main St, and proceeding westerly along Main St to North St, and proceeding westerly along North St to Vine Brk, and proceeding easterly along Vine Brk to Brook St, and proceeding westerly along Brook St to Green St, and proceeding northerly along Green St to Lowell Mason Rd, and proceeding westerly along Lowell Mason Rd to North St, and proceeding northerly along North St to Pine St, and proceeding easterly along Pine St to Cedar Ln, and proceeding northerly along Cedar Ln to Map & Parcel 65-36, and proceeding northerly along Map & Parcel 65-36 to Winter Brk, and proceeding northerly along Winter Brk to the point of beginning.

Medfield Precinct Three.

All of that portion of Norfolk County bounded and described as follows: Beginning at the point of intersection of South St and Rocky Ln, and proceeding northerly along South St to Horse Brk, and proceeding easterly along Horse Brk to Map & Parcel 44-108, and proceeding northerly along Map & Parcel 44-110 to Crest Cir, and proceeding easterly along Crest Cir to Hearthstone Dr, and proceeding northerly along Hearthstone Dr to Nebo St, and proceeding southerly along Nebo St to Millbrook Rd, and proceeding easterly along Millbrook Rd to Map & Parcel 60-13, and proceeding northerly along Map & Parcel 60-17 to Mill Brk, and proceeding northerly along Mill Brk to shoreline, and proceeding easterly along shoreline to Tubwreck Brk, and proceeding northerly along Tubwreck Brk to Main St, and proceeding easterly along Main St to the Dover/Medfield town line, and proceeding southerly along the Dover/Medfield town line to the Walpole/Medfield town line, and proceeding southerly along the Walpole/Medfield town line to Granite St, and proceeding northerly along Granite St to Rocky Ln, and proceeding westerly along Rocky Ln to the point of beginning.

Medfield Precinct Four.

All of that portion of Norfolk County bounded and described as follows: Beginning at the point of intersection of the Millis/Medfield town line and the Norfolk/Medfield town line, and proceeding northerly along the Millis/Medfield town line to Main St, and proceeding easterly along Main St to Vine Brk, and proceeding northerly along Vine Brk to shoreline, and proceeding easterly along shoreline to Vine Brk, and proceeding easterly along Vine Brk to Conrail RR, and proceeding northerly along Conrail RR to Frairy St, and proceeding easterly along Frairy St to Upham Rd, and proceeding southerly along Upham Rd to Vine Brk, and proceeding easterly along Vine Brk to North St, and proceeding southerly along North St to Main St, and proceeding easterly along Main St to South St, and proceeding easterly along South St to Philip St, and proceeding easterly along Philip St to Horse Brk, and proceeding southerly along Horse Brk to South St, and proceeding southerly along South St to Rocky Ln, and proceeding easterly along Rocky Ln to Granite St, and proceeding southerly along Granite St to the Walpole/Medfield town line, and proceeding westerly along the Walpole/Medfield town line to the Norfolk/Medfield town line, and proceeding westerly along the Norfolk/Medfield town line to the point of beginning.



TOWN OF MEDFIELD

Office of the TOWN CLERK

Marion Bonoldi

459 Main Street

Medfield, Massachusetts 02052

(508) 906-3024

Fax: (508) 359-6182

town.medfield.net

December 7, 2021

Local Election Districts Review Commission
Office of the Secretary of the Commonwealth
c/o Elections Division
One Ashburton Place, Room 1705
Boston, MA 02108

RE: Town of Medfield—2020 RE-PRECINCTING

We, the undersigned, hereby certify that at a meeting held on December 7, 2021, the Board of Selectmen voted to accept as presented by the Marion Bonoldi, Town Clerk, the 2020 Re-Precincting Plan for the Town of Medfield.

A true copy. ATTEST:

TOWN CLERK

SIGNED:

Name

Chairman

Name

Name



November 15, 2021

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

RE: 40B Technical Assistance – Hinkley South LIP

Dear Sarah Raposa:

I have enclosed the town's award letter and a copy of the agreement between MHP and 40B consultant for the project referenced above.

Also enclosed is award supplement. Please have it signed and then email a copy to me and keep a second copy for your records.

Contact me at any time with questions or concerns at emcgurren@mhp.net or 857-317-8517.

Sincerely,

Emma McGurren
Emma McGurren (Nov 15, 2021 14:18 EST)

Emma McGurren
Program Assistant
Community Assistance



**ATTACHMENT A: Award Letter Supplement
PROJECT NAME: Hinkley South LIP**

MHP provides the following supplement to Zoning Boards of Appeal for use of the 40B Technical Assistance funds. If you should have questions please don't hesitate to contact MHP staff about your award, disbursement procedures or your consultant's technical assistance scope.

Use of Technical Assistance (TA) Funds

TA funds are to be used only for the engagement of an MHP 40B consultant to assist the ZBA in responding to the proposed project. MHP's technical assistance funds may not be used for services that are typically the financial responsibility of the developer, such as Peer Review of engineering, traffic, architecture and other technical issues. Legal costs for municipal counsel and mediation are not within the scope of our services.

Scope of Services for MHP 40B Consultants

Ideally consultants are engaged early enough in the review process to provide a training and education session to ZBA members, city boards and other interested citizens about the Ch. 40B process and proposal review.

Responding to the Developer's Proposal

Consultant services may include, but are not limited to the following:

- 1) Educating the Town boards about the comprehensive permit process as needed;
- 2) In conjunction with the Town, reviewing the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise
- 3) Assisting the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies;
- 4) Facilitating productive discussion between the Town and the developer about the proposed development. Assisting the Town with negotiations as appropriate;
- 5) Advising Zoning Board of Appeals as needed.

Municipality's Responsibilities

Responsibilities of the municipality include:

- 1) Keeping MHP informed of any unusual delays in the decision schedule.
- 2) Notifying MHP, in a timely manner, of final decisions and/or permit issuance.

Billing Procedure

MHP prepares the contract for 40B technical assistance. MHP pays the consultant directly upon verbal or written authorization from the applicant for each invoice submitted.

AGREED AND ACCEPTED BY:

By: _____
Michael Marcucci, Chair of BOS

By: _____
John McNicholas, Chair, ZBA

Date: _____
Hereunto duly authorized

Date _____
Hereunto duly authorized



November 15, 2021

Michael Marcucci
Chair, Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

John McNicholas
Chair, Zoning Board of Appeals
Town of Medfield
459 Main Street
Medfield, MA 02052

PROJECT NAME: Hinkley South LIP

Dear Michael Marcucci and John McNicholas:

I am pleased to inform you that the Massachusetts Housing Partnership (“MHP”) has approved the application of the Town of Medfield for up to **\$5,000** under the 40B Technical Assistance Grant program. This award is provided to the Zoning Boards of Appeal and will be used to pay for the consulting services of **Paul Haverty** to assist with the review of **Hinkley South LIP**.

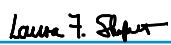
MHP’s 40B Technical Assistance Grant program supports Zoning Boards of Appeal in reviewing applications for Chapter 40B Comprehensive Permits. Technical assistance is provided by qualified third-party professionals who are pre-approved by MHP. Consultants are hired to advise the ZBA and review technical reports submitted as part of a comprehensive permit application. The Ch. 40B technical assistance award is available for **12 months** from the date of this letter. Repayment of these funds is not expected.

MHP will contract with the Program Consultant who will render services directly to the Town and shall be required to submit invoices to MHP, with a copy to the Town. MHP will make payment directly to the Program Consultant upon confirmation by the Town that the services were rendered and were deemed satisfactory.

As part of 40B Technical Assistance Grant program, an MHP evaluation form will be mailed to the municipality at the time the ZBA issues a decision for the project. It is the municipality’s responsibility to notify MHP in a timely manner of the issuance of the decision.

MHP is pleased to offer support to this proposal. **Please indicate your acceptance of this technical assistance by signing the attached copies of the supplement and return one to Emma McGurren by email at emcgurren@mhp.net.**

Sincerely,


Laura Shufelt (Nov 16, 2021 15:47 EST)

Laura Shufelt
Director of Community Assistance

CC: Sarah Raposa, Town Planner



Consultant: Blatman, Bobrowski & Haverty, LLC – Paul Haverty
Project: Hinkley South LIP, Medfield, MA
Amount: Not to exceed \$5,000
Completion Date: 11/10/2022
Account: 9350-370-260

CONTRACT FOR SERVICES

This Contract for Services (“Contract”) is made as of this 10th day of November 2021 by and between the Massachusetts Housing Partnership Fund Board, a body politic and corporate having its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 (“MHP”), and Blatman Bobrowski & Haverty, LLC, a limited liability company with a principal place of business at 9 Damonmill Square, Suite 4A4, Concord, Massachusetts 01742 (“Contractor”).

1. Services.

Contractor agrees to provide timely the services described in Schedule A to this Contract (the “Services”). Contractor warrants that the Services will be consistent with generally accepted business practice in Contractor’s area of expertise. Also, Contractor agrees that the Services will be completed on or before November 10th, 2022 unless otherwise agreed in a writing signed by Contractor and MHP.

2. Compensation.

In full consideration for Contractor providing the Services and performing all Contractor’s other obligations under this Contract, MHP agrees to pay the compensation described in Schedule B to this Contract (the “Compensation”). The maximum total amount paid to Contractor for providing the Services will be five thousand dollars (\$5,000) unless otherwise agreed in a writing signed by Contractor and MHP.

To the extent that Contractor is or may be deemed to be a state employee as defined in the conflict of interest law, Massachusetts General Law, Chapter 268A and the regulations promulgated thereunder, MHP shall require, as a condition to payment hereunder, the submission of a current Certificate of Completion of the on-line training course offered by the State Ethics Commission.

3. Termination.

Either party may terminate this Contract upon seven (7) days prior written notice to the other party. In the event of an unforeseen public emergency mandating immediate action, MHP may terminate this Contract without cause and without penalty upon immediate written notification to Contractor.

Upon termination of this Contract, Contractor will promptly submit to MHP a final invoice for work performed up to the effective date of termination.

Further, immediately upon any termination of this Contract or other termination of Contractor’s right to possess and/or use Confidential Information (as defined in Section 5 herein), Contractor shall turn over to MHP (or destroy and certify the same in writing, if requested in writing by MHP) all disks,

tapes, drawings, notes, memoranda, specifications, devices, documents, or any other tangible or intangible embodiments of any Confidential Information, as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, documents, tapes, electronic records, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) and shall deliver to MHP all finished or unfinished documents, work product, data, studies and reports, and all other property, prepared or purchased by Contractor in the course of performing the Services.

4. Independent Contractor.

a. The parties intend and agree that Contractor and any subcontractor (“personnel”) hired by Contractor are independent contractors and not employees or agents of MHP. Subject to the terms and conditions of this Contract, Contractor alone will control the manner and means by which the Services are provided to MHP. As neither Contractor nor its personnel hired are MHP’s employees, MHP will not take any action or provide Contractor or its personnel with any benefits or commitments, including, without limitation, withholding of FICA (social security) from Contractor’s payments; making state or federal unemployment insurance contributions on behalf of Contractor or its personnel; withholding of state and federal income tax from payments to Contractor; making disability insurance contributions on behalf of Contractor or its personnel; and obtaining worker’s compensation insurance on behalf of Contractor or its personnel.

b. Contractor shall bear sole responsibility for payment of compensation to its personnel, including, if applicable, state and federal tax withholding, social security taxes, unemployment insurance, health or disability insurance, retirement benefits or other welfare or pension benefits, if any, to which such personnel may be entitled. Contractor agrees to defend, indemnify and hold MHP, its officers, directors, agents and employees and the administrators of MHP’s benefits plans, harmless from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance and benefit matters.

c. Contractor shall obtain and maintain in effect written agreements with personnel who participate in or perform any of the Services. Such agreements shall contain terms sufficient for Contractor to comply with all provisions of this Contract, and shall confirm that such personnel shall have no status as employees of MHP and claim under any MHP benefit plan, and shall ensure that such personnel have read and agreed to abide by the terms of this Contract, including, without limitation, paragraph 5.

5. Proprietary/Confidential Information.

Contractor agrees that any inventions, discoveries or improvements made, developed or conceived by Contractor during the performance of the Services will be the exclusive property of MHP, and Contractor will have no right, title or interest in any such proprietary information.

Contractor also agrees that Contractor will not disclose any “Confidential Information” as defined below in Section 5a, and will take reasonable steps to prevent the disclosure of Confidential Information by employees and agents of Contractor.

Contractor shall comply with M.G.L. c. 66A (fair information practices) if Contractor has access to personal information, as defined in M.G.L. c. 93H, or personal data, as defined in M.G.L. c. 66A and shall comply in all respects with the Contractor Certification attached hereto and made a part hereof.

a. **CONFIDENTIAL INFORMATION.** Confidential Information shall mean information that (i) is disclosed in writing or other tangible form to one party by the other party or by a person having an obligation of confidence to such party and is designated in such writing or tangible form as confidential or proprietary (or, if disclosure is made orally, is designated as confidential by the person disclosing the information or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential); (ii) is not generally known in the relevant industry or industry segment; and (iii) affords possessors of the information a commercial or business advantage over others who do not have the information; and (iv) to the extent not included in (i)-(iii) hereof, is information deemed confidential, described in Section 5b below.

Further, without granting by implication any rights with respect to any particular item of Confidential Information, the following also shall be deemed conclusively to be Confidential Information: (i) any data, information, documents, flow charts, logic diagrams, relating to the Confidential Information; and (ii) any accounting, financial or statistical data or information, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data or the like, not generally known to the public.

b. **INFORMATION DEEMED CONFIDENTIAL.** Without limiting the provisions of the preceding paragraphs and whether or not otherwise meeting the criteria described therein, any and all documents, data, financial statements, or other information containing the identity of and/or pertaining to MHP borrowers or customers (“MHP Customers”) and any and all financial information pertaining to MHP Customers as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) shall be deemed conclusively to be Confidential Information.

c. **SECURITY OF CONFIDENTIAL INFORMATION.** Contractor will maintain all such Confidential Information under secure conditions, using reasonable security procedures, practices and measures appropriate to the nature of the Confidential Information, and in any event not less than the same security procedures used by Contractor for the protection of its own Confidential Information of a similar kind, to protect Confidential Information from unauthorized access, destruction, use, modification or disclosure.

d. **NON-DISCLOSURE OBLIGATION.** Except as otherwise may be permitted by this Contract, Contractor shall not disclose any Confidential Information to any third party without the express prior written consent of MHP provided, however, that Contractor may disclose appropriate portions of Confidential Information to those of its personnel who have a substantial need to know the specific information in question in connection with Contractor exercise of rights or performance of obligations under this Contract so long as all such personnel have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Contract.

e. **COMPELLED DISCLOSURE.** If Contractor is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then Contractor will not be liable for disclosure of Confidential Information required by such order if Contractor complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then Contractor shall move for or otherwise request a stay of such order to permit MHP to respond as set forth in this paragraph; (ii) Contractor immediately notifies MHP of the motion or order by the most expeditious possible means; and (iii) Contractor shall join or agree to (and in any case shall not oppose) a motion or similar request by MHP for an order protecting the confidentiality of

the Confidential Information, including joining or agreeing to (and in any case not opposing) a motion for leave to intervene by MHP.

f. **COPYING OF CONFIDENTIAL INFORMATION.** Except as otherwise may be permitted by this Contract, Contractor shall not use, copy, duplicate, compile, disassemble, record, or otherwise reproduce any part of any Confidential Information, nor attempt to do any of the foregoing, without the prior written consent of MHP. Any tangible embodiments of Confidential Information that may be generated, either pursuant to or in violation of this Contract, will be deemed to be the sole property of MHP and fully subject to the obligations of confidence set forth herein.

g. **REPORTS OF MISAPPROPRIATION/UNAUTHORIZED DISCLOSURE/SECURITY BREACH.** Contractor shall immediately report to MHP any attempt by any person of which Contractor has knowledge or becomes aware to use, disclose or copy Confidential Information without authorization by MHP and the nature, circumstances and details of any such attempts and incidents, including at a minimum, the nature of the breach of security or unauthorized acquisition or use of Confidential Information; the number of individuals affected (if applicable); actions taken to address the security issues; measures taken to prevent similar security issues; and contact information for an individual at Contractor concerning the security issue.

6. Ownership of Work Product.

All Contractor's interim and final work product, including but not limited to all reports or other documents prepared pursuant to this Contract, shall be forwarded upon completion to MHP and shall become the exclusive property of MHP. MHP may duplicate, reproduce, publish, and distribute materials prepared pursuant to this Contract without providing additional compensation to Contractor.

7. Assignment / Delegation.

This Contract may not be assigned by Contractor without the prior written approval of MHP. The Services may not be subcontracted or delegated in whole or in part to any other person or entity without the prior written approval of MHP.

8. State Contract Certifications.

Contractor certifies, acknowledges and agrees that it shall observe and at all times material hereto be in compliance with the Contractor Certification annexed hereto and made a part hereof, and that Contractor's representations and covenant concerning observance and compliance with the contents of the Contractor Certification shall be re-acknowledged and confirmed without further action on the part of the Contractor in connection with each and every future contract for goods and/or services, consulting contract, services contract, and memorandum of understanding between Contractor and MHP.

9. Indemnification.

Contractor will indemnify and hold harmless MHP, including its officers, agents and employees, against any and all claims, liabilities, losses, damages, costs and expenses that MHP may sustain or incur in connection with this Contract or arising out of the Services, including, but not limited to, the negligent, reckless or intentional conduct of Contractor or Contractor's agents or employees.

10. Miscellaneous.

This Contract contains the entire agreement of the parties and may not be modified except by agreement in writing signed by the parties. If any portion of this Contract is found to be unenforceable, the remaining portions of this Contract will continue to be enforced to the fullest extent permitted by law. Time is of the essence of this Contract. Any notice required or permitted to be given under this Contract will be deemed to have been given if in writing and delivered by hand or sent certified mail, postage prepaid, to the party at the address set forth above. This Contract will be governed by the laws of the Commonwealth of Massachusetts.

Signatures next page

IN WITNESS WHEREOF, the parties have entered into this Contract under seal as of the date set forth above.

MASSACHUSETTS HOUSING
PARTNERSHIP FUND BOARD

By: _____
Laura Shufelt
Director of Community Assistance

BLATMAN, BOBROWSKI, &
HAVERTY LLC

By: _____
Paul Haverty AICP
Partner
Hereunto duly authorized

Approved as to form: _____
Legal Counsel _____ Date _____

Approved as to funds: _____
Director of Financial Planning
& Reporting _____ Date _____

Contractor's Tel. No. _____

Contractor's Fax No. _____

Contractor's Tax ID No. _____

Contractor is a minority business enterprise/sole proprietor _____

Contractor is a women's business enterprise/sole proprietor _____

Contractor is a MA Supplier Diversity Office (SDO) certified minority business enterprise _____

Contractor is a MA Supplier Diversity Office (SDO) certified women's business enterprise _____

CONTRACTOR CERTIFICATION

In connection with the engagement of Blatman, Bobrowski, & Haverty, LLC ("Contractor") a consultant for the Massachusetts Housing Partnership Fund Board, its successors and assigns, ("MHP") with regard to Hickley South LIP – Medfield, MA Contractor hereby certifies to MHP, under the pains and penalties of perjury, as follows:

The Contractor is qualified to perform the engagement and possesses, or shall obtain, all requisite licenses and permits to complete performance under the engagement; the Contractor is in compliance with all federal and state tax laws, including M.G.L. c. 62C, sec. 49A; pursuant to M.G.L. c. 151A, sec. 19A and M.G.L. 152, the Contractor will comply with all laws and regulations relating to payments to the Employment Security System and required workers' compensation insurance policies; if consistent with accepted business practice in the area of the Contractor's expertise, the Contractor will carry professional and personal liability insurance sufficient to cover its performance under this engagement; the Contractor will comply with all relevant prevailing wage rate and employment laws; the Contractor is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00, and the Contractor is either a "qualified employer" (the Contractor has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements) or an "exempt employer"; pursuant to M.G.L. c. 156B, sec. 109 (business corporations), c. 180, sec. 26A (non-profit corporations), and c. 12, sec. 8F (public charities), if applicable, the Contractor has filed all required certificates and reports with the Secretary of State and the Attorney General's Office; the Contractor is not currently debarred or suspended by the federal government or the State under any law or regulation, including Executive Order 147, M.G.L. c. 29, sec. 29F and M.G.L. c. 152, sec. 25C; the Contractor will comply with Executive Orders 130 (anti-boycott covenant), 346 (privatization and hiring state employees), M.G.L. c. 268A (the Conflict of Interest Law), M.G.L. c. 7, sec. 22C (companies with offices in Northern Ireland). Pursuant to Executive Order 481, that the Contractor shall not knowingly use undocumented workers in connection with the performance of this engagement; that pursuant to federal requirements, Contractor shall verify the immigration status of all workers assigned to such engagement without engaging in unlawful discrimination and that the Contractor shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of the engagement may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

For all contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies available at www.mass.gov/ITD under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under the engagement, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies;

- (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;
- (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;
- (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;
- (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Agreement, and any breach of these terms may be regarded as a material breach of this Agreement;
- (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of the engagement, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

BLATMAN, BOBROWSKI, & HAVERTY LLC

By: _____

Name: _____

Its: _____

Date: _____

Hereunto duly authorized

This certification may be signed and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

Schedule A
Services

Contractor agrees to provide and oversee the following services:

1. Educate the Town of Medfield (“Town”) boards about the comprehensive permit process as needed.
2. In conjunction with the Town, review the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise
3. Assist the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies.
4. Facilitate productive discussion between the Town and the developer about the proposed development. Assist the Town with negotiations as appropriate.
5. Advise Zoning Board of Appeals as needed
6. Submit a written evaluation of your experience working with the ZBA and Town Boards. The evaluation is either attached to this contract or will be forwarded to you via email.

Schedule B
Compensation

Contractor shall bill MHP for Services at a rate of **\$200 per hour and 50% of the specified billing rate (and no mileage) for travel.** Maximum contract amount is \$5,000.

Contractor estimates they will spend **25** hours working on the project. Contractor will bill for hours worked after each phase of the project is complete. Contractor will bill only for actual hours worked. Contractor will not bill in excess of the billing limit of \$5,000 without prior agreement.

If it appears that the actual number of hours necessary to complete the Services is in excess of the contract amount, Contractor will notify MHP and the Town/ZBA in a timely manner. It is MHP's expectation that any costs above the contract amount will be negotiated with, and paid for by, the town. In extraordinary cases MHP may consider increasing the contract amount and will consult with the Town/ZBA and Contractor in determining its decision.

*The Commonwealth of Massachusetts is committed to providing citizens with open and transparent government. The legislature passed and the governor signed into law new transparency and accountability reforms as part of the FY 2011 Budget. Open Checkbook provides the public with easily accessible and understandable information to State Government spending. From the Open Checkbook website individuals can search details of state spending, see payroll and pension information and identify vendor payments. As a consultant to MHP, your company name and the amount you have been paid will be posted on Open Checkbook.

40B TA Award Packet Hinkley South

11-15-2021

Final Audit Report

2021-11-16

Created:	2021-11-15
By:	Emma McGurren (emcgurren@mhp.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1KhzMI42sM31gK6hfMrUYaylwUaFjOD7

"40B TA Award Packet Hinkley South 11-15-2021" History

-  Document created by Emma McGurren (emcgurren@mhp.net)
2021-11-15 - 7:17:33 PM GMT- IP address: 131.226.32.95
-  Document e-signed by Emma McGurren (emcgurren@mhp.net)
Signature Date: 2021-11-15 - 7:18:33 PM GMT - Time Source: server- IP address: 131.226.32.95
-  Document emailed to Laura Shufelt (lshufelt@mhp.net) for signature
2021-11-15 - 7:18:34 PM GMT
-  Email viewed by Laura Shufelt (lshufelt@mhp.net)
2021-11-16 - 0:23:11 AM GMT- IP address: 104.28.39.117
-  Document e-signed by Laura Shufelt (lshufelt@mhp.net)
Signature Date: 2021-11-16 - 8:47:22 PM GMT - Time Source: server
-  Agreement completed.
2021-11-16 - 8:47:22 PM GMT



POWERED BY
Adobe Sign

November 11, 2021

Joseph E. Hunt IV
31 Cheney Pond Road
Medfield, MA 02052

Medfield Affordable Housing Trust
Attn: Sarah Raposa, Town Planner
459 Main Street
Medfield, MA 02052

RE: AHT Vacancy Letter of Intent

Dear Ms. Raposa,

My name is Joseph Hunt and I am writing today to express my strong interest in the vacant position on the Medfield Affordable Housing Trust ("AHT") and desire to serve the Town of Medfield.

My wife MaryKate, our three children (Madeline, 3; and twins James and Joshua, 10 mo.) and I are new residents to Medfield – we closed on our dream home at 31 Cheney Pond Road on October 6 and moved in on October 7, 2021. While we are incredibly privileged to have careers that have allowed us the ability to purchase a home in a desirable town like Medfield in the hottest housing market in a generation, I recognize that not everyone is as fortunate.

The mission of the AHT – to provide for the preservation and creation of affordable and community housing in the Town of Medfield for the benefit of low- and moderate-income households – strongly resonates with me and I believe I have certain life experiences and skills that can serve to assist the AHT.

In my professional life I am a Senior Attorney at the Waltham law firm of Morse, Barnes-Brown, & Pendleton P.C., where I am a member of the firm's corporate and tax practice groups. I advise my clients (typically founders, investors, and startup, growth stage, and middle-market companies) throughout all stages of the entity life cycle, including formation, operation, and exit. I have significant experience with taxation of C-corporations, S-corporations, and partnerships; mergers and acquisitions; cross-border tax structuring; corporate financings; and providing outside general counsel services. In addition to my work at Morse I am a member of the adjunct faculty at Boston University School of Law where I teach a course in the Graduate Tax Program called Life Cycle of a Business Venture, a course that examines and compares the basic federal tax rules that apply to a private business entity and its owners at various stages of the entity's life cycle depending on the entity classification, particularly with respect to choosing an entity, formation, issuing equity, financing, operations, and sell-side mergers & acquisitions.

While much of my daily law practice is oriented towards corporate tax and serving as outside general counsel, I have spent more than fifteen years serving low-income individuals and families through volunteer and pro bono activities. From my initial foray in 2007 as a paralegal at Legal Aid Services of Oklahoma while I was in college, to my work as a law clerk in the Low Income Taxpayer Clinic ("LITC") with Legal Services of Greater Miami, and as a volunteer in the LITC with Greater Boston Legal Services, one of my passion projects is assisting low-income individuals and families in tax litigation matters with the Internal Revenue Service and the Massachusetts Department of Revenue. I am also an active volunteer with the New England Center and Home for Veterans in Downtown Boston.

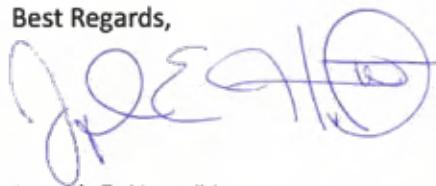
Recognizing that I am a very new resident to Medfield and the father of three young children, my wife and I are excited to have bought our long-term forever home and I am excited for the opportunity to serve my community. I believe that my legal background as well as extensive experience and history advocating for low-income individuals, families, and at-risk veterans in the community can add value to the Medfield AHT.

I experienced my first Medfield Town Meeting this past weekend and came away from that experience with the firm conviction that educating the public through clear communication and transparent forums is the best way to overcome fear, distrust, and misinformation; I believe in the value of working together and the importance of tireless advocacy for the benefit of my clients and their interests, and want to contribute to the Medfield AHT in any way I can to advocate for low- and middle-income residents of Medfield.

I appreciate your consideration and would be happy to speak with you and other members of the Medfield AHT about the role and my willingness to serve the Town of Medfield and its residents. Please find enclosed with this letter of intent a copy of my resume. I am available to meet at your convenience and can be reached at [REDACTED] or via telephone at [REDACTED] (direct) or [REDACTED] (cell).

I look forward to hearing from you!

Best Regards,



Joseph E. Hunt IV

Joseph E Hunt IV
31 Cheney Pond Rd., Medfield, MA 02052

PROFESSIONAL EXPERIENCE

Morse, Barnes-Brown, Pendleton P.C., Waltham, MA

Senior Attorney, Corporate & Tax

October 2017 – Present

- I advise emerging and middle-market companies throughout all stages of the entity life cycle, including formation, operation, and exit. I have significant experience with taxation of C-corporations, S-corporations, and partnerships; mergers and acquisitions; cross-border tax structuring; and corporate financings.

Deloitte Tax LLP, Boston, MA

Tax Manager, Mergers & Acquisitions

July 2013 – October 2017

- Lead and coordinated engagement teams through domestic and cross-border buy-side and sell-side acquisition engagements for private equity and strategic corporate clients with primary focus in the technology, life sciences, and health care industries.
- Executed complex cross-border tax structuring engagements and provided tax technical assistance regarding purchase and debt agreement negotiations, including purchase price allocation, modeling, and adjustment services.
- Contributed research efforts (2014, 2015, 2016, and 2017) to a Practicing Law Institute article entitled “Tracking Stock” that is published annually in the Corporate Tax Practice Series.

TEACHING EXPERIENCE

Boston University School of Law, Boston, MA

Adjunct Lecturer, Graduate Tax Program

January 2019 – Present

- Professor teaching TX918: Life Cycle of a Business Venture (Spring 2019, 2020, 2021, and 2022).
Life Cycle of a Business Venture explores the federal income tax aspects of choosing the proper form of entity (typically, C corporation, S corporation or LLC) to carry on a business; forming the entity that will carry on the business and issuing equity interests (and rights to acquire equity interests) in the entity to founders and other service providers; financing the entity with debt and equity; reporting the results of the entity's operations; purchasing and leasing assets; buying out owners; and selling the business.

Teaching Assistant, Graduate Tax Program

September 2014 – May 2018

- Served as a Teaching Assistant for several courses within the Graduate Tax Program at Boston University School of Law.
- Augmented weekly lectures by fostering discussion and engagement through face-to-face teaching and review, online discussion board Q&A sessions, and individual emails with students; Answered student questions regarding substantive course content, deadlines, assignments, administrative issues. Delivered guest lectures. Drafted and graded final exams. Served as a liaison between students, faculty, and administrators.

EDUCATION

Boston University School of Law, Graduate Tax Program, Boston, MA

Master of Laws in Taxation

May 2013

Honors: Ernest M. Haddad Award, Recipient (May 2013)
Boston University School of Law LL.M. Pro Bono Award, Recipient (2012-2013)
Article: “No Trespassing: Outbound Transfers of Intellectual Property Under IRC § 367(d)”

St. Thomas University School of Law, Miami, FL

Juris Doctor, *cum laude* (Certificate in Taxation)

May 2012

Honors: Dean’s Award for Leadership and Service, Inaugural Recipient (Spring 2012)
The Mark J. Wolff Tax Scholarship, Recipient (Spring 2012)
Dean’s List (Spring 2011, Fall 2011, Spring 2012)
CALI Book Award: State & Local Taxation (Spring 2011)
Phi Delta Phi (Spring 2011)
Thesis: “Save Our Homes: Fostering Inequities in Florida’s Homestead Property Tax Law”

University of Oklahoma, College of Arts and Sciences, Norman, OK

Bachelor of Arts, Economics and History

May 2009

Honors: Dean’s Honor Roll (Spring 2007, Spring 2008, Fall 2008, Spring 2009)
Sooner Heritage Scholarship, Recipient (2007-2009)
Thesis: “Human Capital Investment Theory: Embracing Contract and Private Property Rights in Higher Education Funding”

BAR ADMISSIONS: *New York* (2013); *Massachusetts* (2018); *US Tax Court* (2013)



November 15, 2021

Ms. Kathy McDonald
Medfield Outreach
459 Main Street
Medfield, MA 02052

Dear Kathy:

Congratulations! We are pleased to inform you that the Medfield Foundation Legacy Fund has approved a grant for your organization. This award was based on the recommendation of our Legacy Fund Committee, and approved by the Medfield Foundation, Inc. (MFI) Board of Directors. Your grant was made possible through the generosity of the Medfield Foundation Legacy Fund donors who care about sustaining and improving the quality of life in our community.

Amount of Grant: \$12,000.00

Purpose of Grant: Conduct a community needs assessment and develop a Strategic Plan for Medfield Outreach based on its results, as further described in the grant application submitted October 13, 2021 and presented to the Medfield Foundation Legacy Fund Committee on November 1, 2021.

Grant Acknowledgement Form

To confirm your understanding of the terms and conditions of this grant we ask that both the Executive Director (or if none, your Board President) and a member of the organization's Board of Directors sign and return the original within 30 days of receipt. Please make and retain a copy for your records.

Use of Grant Funds

Please note that the grant funds are to be used only for the designated purpose in the grant award letter. If the project changes, and/or you intend to spend funds in ways not described in your grant award letter, please contact us immediately for approval at legacyfund@medfieldfoundation.org.

Conditions of the Grant

The Medfield Foundation Legacy Fund requires that:

- A phone or in-person check-in occurs at 6 months from the receipt of the funds;
- An evaluation report is submitted at 10 months from the receipt of the funds; and
- The grant is publicized in accordance with the attached 2022 Publicity Guidelines

Note that an organization will be ineligible for future funding unless it has fully completed any prior grant and successfully completed the conditions of the grant.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Cahill and Todd Trehubenko'.

Chris Cahill and Todd Trehubenko, Co-Chairs
Medfield Foundation Legacy Fund Committee



2022 GRANTEE PUBLICITY GUIDELINES

Congratulations on your grant award! As stated in your grant award letter, we ask that all grantees publicize the grant made by the Medfield Foundation Legacy Fund as a condition of the grant. Successful completion of this condition is considered in future funding decisions.

Following are guidelines to support you in this communication. We're excited to support your work and promote your achievements.

1. **Acknowledge the Medfield Foundation Legacy Fund** as a supporter.
 - Include the Medfield Foundation Legacy Fund's name or logo in an appropriate place on your website with a link to the following website:
www.medfieldfoundation.org/legacy-fund.
 - Include the Medfield Foundation Legacy Fund's name or logo on any promotional or marketing materials associated with the program/project funded by the grant including internal and external newsletters, press releases, playbills, calendars, signage, etc.
 - Contact us for logo files at legacyfund@medfieldfoundation.org.
2. Write and distribute a **press release** announcing the grant and the program; reference the Medfield Foundation Legacy Fund in ongoing discussions with **media**.
 - Mention the Medfield Foundation Legacy Fund when discussing Medfield Foundation Legacy Fund-supported work with reporters and/or in releases related to Medfield Foundation Legacy Fund-supported work. We recommend the following language: *“Support for this (program, event, project, etc.) was provided (use ‘in part’ when applicable) by a grant from the Medfield Foundation Legacy Fund.”*
 - Always list the Medfield Foundation Legacy Fund as “Medfield Foundation Legacy Fund”
 - When appropriate, please include the following “boilerplate” paragraph in your press release:
The Medfield Foundation Legacy Fund is a professionally-managed endowment created to support community-driven projects. Volunteer-run and designed to complement the initiatives of Medfield organizations, the Medfield Foundation Legacy Fund raises funds from the community and makes grants to established non-profit organizations through a competitive process. For more information or to contribute to the Medfield Foundation Legacy Fund, please visit www.medfieldfoundation.org/legacy-fund.



- All publicity materials must be approved by the Medfield Foundation Legacy Fund before being released to the public. Forward materials to legacyfund@medfieldfoundation.org.
- Forward a copy of your final news release and any resulting media coverage to legacyfund@medfieldfoundation.org.

3. Connect with us on **social media**.

- Send us your Twitter handle and tell us how to find you on Facebook and Instagram.
- Follow us on Facebook (facebook.com/MedfieldFoundation) and Twitter (@MedfieldFndn) to keep up with Medfield Foundation Legacy Fund news and local initiatives and learn about our other community investments.
- Be sure to tag or mention us in posts and tweets related to the work we're funding.
- Let us know if your program is in the news. We often use social media to promote our grantees' work and encourage you to do the same.

4. Send us high-resolution **photos** of your work in action.

- We would love to feature you on our social media, and potentially our website, newsletters and annual report. Please send your photos to legacyfund@medfieldfoundation.org.

Recognition for the Medfield Foundation Legacy Fund grant is an important part of continuing to fund grant requests each year. We appreciate your cooperation and will work with your organization to meet these guidelines. If you have any questions, please do not hesitate to contact us. Thank you for your cooperation and partnering with us on getting the exciting news out to our community!



GRANT ACKNOWLEDGEMENT FORM

Organization: Medfield Outreach **Grant Amount:** \$12,000.00
Grant Date: November 15, 2021
Purpose: Community Needs Assessment and Strategic Plan

I hereby acknowledge receipt of the grant described above from the Medfield Foundation Legacy Fund. Furthermore, I attest that no goods or services were provided as a result of this gift.

It is understood that any portion of this grant not needed for the designated purpose will be repaid to the Medfield Foundation Legacy Fund unless permission to do otherwise is expressively given by the Medfield Foundation, Inc. (MFI) Board of Directors and the Medfield Foundation Legacy Fund Committee.

This grant is being provided with the following conditions:

1. A phone or in-person check-in occurs at 6 months from the receipt of the funds
2. An evaluation report is submitted at 10 months from the receipt of the funds
3. This grant is publicized in accordance with the 2022 Publicity Guidelines provided

Representatives from the Medfield Foundation Legacy Fund Committee may contact you during the grant period to schedule a site visit.

To confirm your understanding of the terms and conditions of this grant we ask that both the Executive Director (or if none, your Board President) and a member of the organization's Board of Directors sign and return the original to us as soon as possible.

Please sign and return the original of this acknowledgment form within 30 days after receipt.
We ask that you save a copy for your records.

Accepted and Agreed:

Signature*: _____
**if no Executive Director, Board President may sign.*

Date: _____

Name: _____

Position: _____

Signature: _____
Member, Board of Directors

Date: _____

Name: _____

Position: _____

ABudner Strategy Consulting
9 Horseshoe Drive
Acton, MA 01720

Issue Date: December 1, 2021

Contract for Consultation Services

Client: **Medfield Outreach**
Project Name: **Strategic Plan and Needs Assessment**
Fee: **\$13,500**

Project Start Date: **January, 2022**
Project Completion Date: **May, 2022**

This contract constitutes an agreement between ABudner Strategy Consulting ("ABudner Strategy") and the above-named Client and governs the terms and conditions under which ABudner Strategy agrees to provide consulting services to Client. The services to be provided are described in ABudner Strategy's proposal which is attached hereto and incorporated herein by reference. Also incorporated herein and made part of this contract may be a confidentiality agreement prepared by the Client, executed by ABudner Strategy and attached hereto.

Ann Budner shall deliver the services to be provided for this Project identified above (the "Project") within the above stated dollar limitations. **Kathy McDonald** shall be the primary contact for the Client.

Client agrees to pay in full for services rendered by ABudner Strategy, as detailed in the attached proposal. Half of the total fee is invoiced at the beginning of the project and half is invoiced once the project has been completed to the satisfaction of the Client.

This contract is inclusive of any expenses, including mileage and printing costs. There will be no additional charges to the Client associated with this contract.

By accepting this contract as indicated by the Client's execution of the order below, Client certifies that this is the entire agreement between the parties and ABudner Strategy's performance will be governed by the terms hereof. Any changes in the parties' agreement must be in writing and signed by both parties.

This contract must be signed and returned within 10 days of the Issue Date or it will be void.



Ann Budner
Principal
ABudner Strategy Consulting

Client



Date

Date

**ABudner Strategy Consulting
CONFIDENTIALITY AGREEMENT**

This agreement relates to the protection of confidential information regarding Medfield Outreach (Client) and the work of ABudner Strategy Consulting transmitted to:

Ann Budner
Names (Recipient)

of ABudner Strategy Consulting
Employer

(hereinafter referred to as RECIPIENTS) as part of the 2022 Strategic Plan and Needs Assessment.

RECIPIENT agrees to maintain all information received in the process of the 2022 Strategic Planning Project in confidence and agrees not to disclose any such information to any other persons or organizations, *unless disclosure of such information is specifically approved in advance by Kathy McDonald, Director.*

Agreed to and accepted by RECIPIENT, personally and on behalf of ABudner Strategy Consulting.

Ann Budner
Signature of Recipient

12-1-21
Date

Signature of Client

Date

To: Medfield Board of Selectmen

From: Medfield Board of Selectmen Name Change Committee

Re: Updating BOS name to reflect “changing use of language”

Date: Nov. 19, 2021

The Board of Selectmen Name Change Committee unanimously recommends the town of Medfield change the name of its governing board to “Select Board.”

The advisory committee consists of Nathan Bazinet, Richard DeSorgher, Theresa Knapp-Enos, Alexandra Maider, Julie Maviglia, Suzanne Newark, and Ann Thompson. It should be noted that committee members Richard DeSorgher and Ann Thompson both previously served on the Medfield Board of Selectmen.

Charge

The committee was appointed by Medfield’s current Board of Selectmen in August 2021 and was issued the following charge:

The Board of Selectmen Name Change Committee is charged with determining if the Town should vote to approve a charter amendment that changes the name of the Medfield Board of Selectmen to reflect the changing use of language. The Committee will review the history of the Board of Selectmen, determine if a name change is advisable, and if so, identify options for a new name. The Committee should also identify any related costs or implications of changing the name.

The committee held meetings on Sept. 14, Sept. 29, Oct. 13, Oct. 27, and Nov. 10, 2021. A community forum was planned for Oct. 27 but was cancelled due to a lack of quorum caused, in part, by inclement weather and power outages for some members. The community forum was rescheduled to Nov. 10 (Attachment A). The meetings were posted on the town website and in the *Hometown Weekly*.

Recommendation

The committee recommends a change to “Select Board” after considering other suggestions such as Board of Administrators, Board of Managers, Board of Supervisors, Executive Board, Town Council, and The Board. It was determined that the

term “Select Board” would be the clearest title for the town’s governing body and the gender-neutral term contains the most inclusive language.

According to the Massachusetts Municipal Association (MMA), as of Oct. 25, 2021, 149 towns (of the 292 towns eligible to do so) have changed their names. “There are 127 towns that have adopted ‘Select Board’ as two words that we know of, and 22 that have adopted ‘Selectboard’ as one word.”

The committee also considered “Selectboard” (one word) but concluded that the more prominent “Select Board” would be the better choice.

Survey

The committee issued a public survey (Attachment B) which accepted responses from Oct. 14 to Nov. 9, 2021. The survey asked “Should the name of Medfield’s governing board be changed to “Select Board?” and offered an open response box for further comments (Attachment C). The survey link was shared out to Medfield residents via the *Hometown Weekly*, *Medfield Patch*, the town’s website, and on Facebook pages “Friends in Medfield” and “Concerned Citizens of Medfield” (comments also on Attachment C).

Residents were also able to send comments directly to the office of the Board of Selectmen/Town Administrator at town hall (omitting their return address if they wanted to remain anonymous) via USPS or Janes Ave dropbox, or emailing MedfieldBOSNameChangeCommittee@gmail.com -- none of these options were utilized.

Survey results

The survey had 220 respondents with 170 people (77.3%) in favor, 34 people opposed (15.5%) and 16 people 7.3% neutral.

Themes & Comments

All qualitative data can be found in Attachment C. Themes included:

Change is needed: Term is outdated and sexist, name needs to be gender-neutral, important change, no downside, obvious, necessary change, sensible, long overdue, non-controversial, words and language matter, etc.

Change is NOT needed: Waste of time and money, “Select Board” is meaningless, nonsense, ridiculous, more important priorities, foolish, etc.

Costs

The committee was asked to look at possible costs associated with the change. According to Assistant Town Administrator Nicholas Milano, who discussed the issue with town counsel, the anticipated costs would be minimal as most signage and stationery are digital.

Implications

The committee was asked to look at possible implications associated with the change. According to Assistant Town Administrator Nicholas Milano, who discussed the issue with town counsel, no implications were foreseen.

Process

Since the words “Board of Selectmen” appear in the town charter, the easiest way to effect the change is to make an amendment to the town charter that says “The Board of Selectmen shall now be known as the Select Board.” Since the words “Board of Selectmen” appear in the state constitution, those words must remain in the town charter. Note, there is a bill currently before the state legislature that proposes a similar statewide change. According to State Rep. Denise Garlick (D-Norfolk)...

“There is currently a bill (S.2440) currently before the legislature regarding a statewide change from “Board of Selectmen” to “Select Board.” The bill proposes to amend the constitution to remove the terms relative to “selectmen” and replace them with “select board.” As this is a constitutional amendment, should the legislature choose to enact it, it would need to be placed in front of the voters of the Commonwealth for their approval before any amendment to the constitution can be made.”

A representative of the committee consulted the MMA to review the process and timeline to effect a name change at the local level. There are two ways to effect such a change:

- 1) Approval by Annual Town Meeting [May 2022] followed by approval at Town Election [date tbd]¹; or

¹ The vote would then need to be reviewed by the Office of the Attorney General.

(2) Approval by Annual Town Meeting [May 2022] followed by town petition to State Legislature for a charter change. MMA says this tends to be the slower option; Garlick confirms "*This timeline is dictated by the members of both the House and the Senate and may not sync up with the town's expected timeline.*"

Conclusion

It is the recommendation of this committee that Medfield start the process to change the name from "Board of Selectmen" to "Select Board" in short order.

ATTACHMENT A

Community Forum Powerpoint Presentation

Welcome...



Board of Selectmen Name Change Committee

*Nathan Bazinet, Richard DeSorgher, Theresa Knapp-Enos, Alexandra Maider,
Julie Maviglia, Suzanne Newark, Ann Thompson*

Community Forum * Nov. 10, 2021

Meeting flow & norms

Please note: THIS MEETING IS BEING RECORDED

Your presence and your opinions are valued.

We will make a 15-minute presentation followed by Q&A.

Feel free to enter your questions into the Chat for us to address OR feel free to use the "Raised Hand" feature to enter the queue to speak.

Be kind, courteous, and charitable to all speakers.

Please know that we are an advisory committee that has been asked to make a recommendation to the Board of Selectmen who will then decide how to proceed.

Thank you for participating in the process.

Our charge...

The Board of Selectmen Name Change Committee is charged with determining if the Town should vote to approve a charter amendment that changes the name of the Medfield Board of Selectmen to reflect the changing use of language. The Committee will review the history of the Board of Selectmen, determine if a name change is advisable, and if so, identify options for a new name. The Committee should also identify any related costs or implications of changing the name.

We will make a recommendation to the BOS shortly.

This committee is proposing a change to “**Select Board**”

Based on the following:

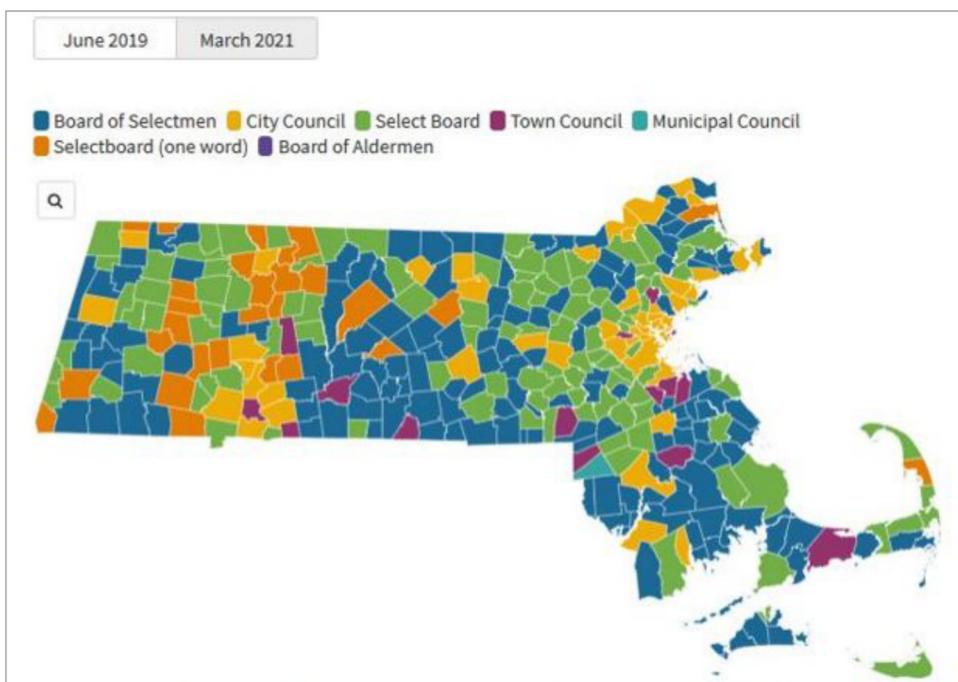


1. Gender-neutral language is more inclusive.
2. Massachusetts **Select Board** Association changed its name in 2020 from Massachusetts Selectmen's Association
3. As of Oct. 25, according to the Massachusetts Municipal Association, **149 towns** (of the 292 towns eligible to do so) have changed their names: **“There are 127 towns that have adopted ‘Select Board’ as two words that we know of, and 22 that have adopted ‘Selectboard’ as one word.”** (no MMA graphic available)
4. “Generally speaking, those are probably your two main options, that’s what most towns have done.” ***There are two exceptions: Wakefield changed its name to “Town Council” but operates as a Board of Selectmen (7 members) which is causing confusion because it is not a Town Council/Mayor form of government; Amherst also changed to “Town Council” (13 members) but is “very different, not a traditional model.”*** - Massachusetts Municipal Association (Oct. 25, 2021)

At least 127* municipalities in MA have changed to “Select Board”

Acton	Brewster	Fairhaven	Irving	Milton	Sandisfield	Tisbury
Aquinnah	Brookline	Falmouth	Lancaster	Monson	Scituate	Topsfield
Amherst	Buckland	Goshen	Leicester	Monterey	Sharon	Truro
Andover	Burlington	Grafton	Leverett	Norfolk	Sheffield	Wales*
Arlington	Canton	Groton	Lexington	North Andover	Nantucket	Walpole
Ashburnham	Carlisle	Hadley	Lincoln	North Reading	Natick	Ware*
Ashfield	Carver	Hanover	Littleton	Norton	Needham	Wellesley
Ashland	Chelmsford	Harvard	Longmeadow	Norwell	Newbury	West Boylston
Ayer	Chilmark	Hatfield	Lunenburg	Oak Bluffs	Sherborn	West Newbury
Barre	Cohasset	Heath	Lynnfield	Orleans	Shirley	West Stockbridge
Becket	Concord	Hingham	Mansfield	Otis	Southampton	West Tisbury
Bedford	Dalton	Hinsdale	Marion	Pembroke	Southwick	Westford
Belchertown	Danvers	Holbrook	Mattapoisett	Pepperell	Sterling	Weston
Belmont	Dartmouth	Holland	Maynard	Plainville	Stoneham	Westborough
Berlin	Dedham	Holliston	Medway	Plymouth	Stoughton	Westwood
Billerica	Dennis	Hopedale*	Mendon	Provincetown	Stow	Williamsburg
Blandford	Eastham	Hopkinton	Middleboro	Reading	Sudbury	Winchester
Bolton	Easton	Hubbardston	Middleton	Rockport	Sutton	
Boxborough	Egremont	Hudson	Milford	Royalston	Swampscott	
Boxford	Erving	Ipswich	Millis	Rutland	Templeton	

* known to be in process; 22 others have chosen “Selectboard”



Source: Milford Daily News (as of March 2021)

The survey...

Should the name of Medfield's governing board be changed to "Select Board"?

The Medfield Board of Selectmen recently created a "Board of Selectmen Name Change Committee" which is charged with "determining if the Town should vote to approve a charter amendment that changes the name of the Medfield Board of Selectmen to reflect the changing use of language." The advisory committee is proposing a change to "Select Board". Please submit your answers by Nov. 1, 2021 at noon. ****All answers are anonymous****

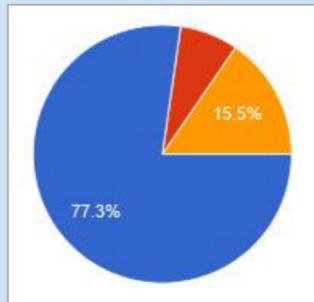
How do you feel about changing the current name of the Board of Selectmen to the "Select Board"?

- In favor – I support the name change
- Neutral – I have no opinion either way
- Opposed – I am opposed to the name change

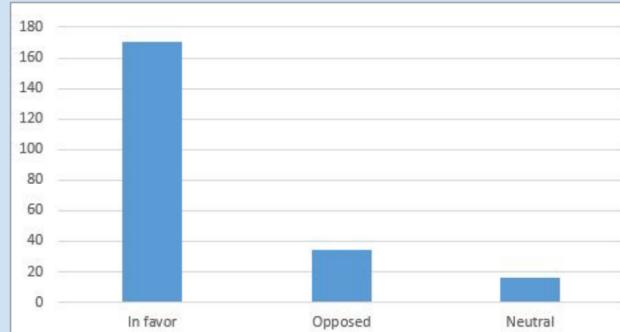
Distribution:

- Hometown Weekly, medfield.patch.com, and www.town.medfield.net
- Facebook pages "Friends in Medfield" and "Concerned Citizens of Medfield"
- Other ways to submit: MedfieldBOSNameChangeCommittee@gmail.com, via USPS mail to Town Hall, drop off at Town Hall dropbox (Janes Ave) or BOS/TA office **[Note: No one chose these options]**

Final results...



****Responses to date: 220pp****
In favor: 170 (77.3%)
Opposed: 34 (15.5%)
Neutral: 16 (7.3%)



Themes and comments from survey responses...

PROS +	CONS -
Term is outdated and sexist; appropriate and overdue; way past time for a name change; name needs to be gender neutral. Very important.	There are more important things to work on than changing a reasonable and historic name. Waste of time and money.
No reason to keep it and good reason to change it. "No skin off my nose if it helps people feel respected." No downside. Obvious.	"Select Board" is meaningless and does not convey the same thing as "Board of Selectmen."
Not offended but like the proposed name better, it doesn't hurt to change to "Select Board." No harm in changing it.	More important issues. Ridiculous. Nonsense. Don't be woke. Panders to special interests. Where does it end? What's next on the hit list?
Why is this a survey question in 2021, the current name should be changed. Should have happened years ago. Long overdue. We are not all men. "It's time. I don't understand the need for a forum. I can't imagine why anyone would oppose this." Necessary change.	Infinitely more important priorities to be addressed. "It's sad that so much time is being wasted on such ignorant misunderstanding [of word roots]"
"It may seem silly to some but it's an important step forward as a town." It's "incredibly embarrassing" that we haven't done it yet. "Sounds like a very sensible and non-controversial change."	"Select Board...sounds elitist... a select board...doesn't sound right. In all honesty y'all have bigger fish to fry than worrying about what to call yourselves."
Nice gender improvement; name should reflect that eligible individuals who are not men can serve on the Board. More inviting and reflective of the town. "Words and language matter and signal whether the town leadership is inclusive or not."	"Do you really think changing the name is going to make the world a better place? Stop wasting time and money on foolish agenders. Work to make this a better world to live in."

Themes from Facebook comments...

PROS +	CONS -
Representation matters. Many towns around us have already changed their language to be more inclusive. Small change with a big impact.	"They are always going to be called Selectman. Its the same for the Police station & Fire station. And on and on. Don't they have more important things to do?"...Give it a rest. The name or Tittle of the job they have is sufficient. Stop creating drama and wasting taxpayers hard earned money."
Just do it	Do you think you're not able to run because of the name?

Info:

- *Friends in Medfield:* 40 comments, mostly on two main threads -- including response from John Thompson asking if Ann was consulted
- *Concerned Citizens of Medfield:* 12 comments

In response...

Why didn't BOS just make the change; did we really need an advisory committee?

Aren't there larger issues to think about?

This process feels "well intended but poorly thought out"

This change is a waste of time and money

Why recommend "Select Board"?

Be advised that all comments will be shared with BOS

Considerations...

Costs:	Minimal - according to Assistant Town Administrator Nicholas Milano; could include some signage and stationery (which is mostly digital)
Implications:	None foreseen- as reported by Nick Milano after speaking with Town Counsel
Process/Timeline:	Two options: <ol style="list-style-type: none">1) Approval by Annual Town Meeting (May 2022) followed by approval at Town Election (Nov. 2022); or(2) Approval by Annual Town Meeting (May 2022) followed by town petition to State Legislature for a charter change (timeline unclear though MMA says tends to be the slower option).

Thank you and Q&A...



ATTACHMENT B

Survey Instrument

Should the name of Medfield's governing board be changed to "Select Board"?

The Medfield Board of Selectmen recently created a "Board of Selectmen Name Change Committee" which is charged with "determining if the Town should vote to approve a charter amendment that changes the name of the Medfield Board of Selectmen to reflect the changing use of language." The advisory committee is proposing a change to "Select Board". Please submit your answers by Nov. 1, 2021 at noon. ****All answers are anonymous****

How do you feel about changing the current name of the Board of Selectmen to the "Select Board"? *

- In favor – I support the name change
- Neutral – I have no opinion either way
- Opposed – I am opposed to the name change

Do you have additional feedback or comments? If so, feel free to elaborate here.

Long answer text

The Name Change Committee is planning a Community Forum on October 27, 2021, at 8 p.m. * Would you be interested in attending?

- Yes, via Zoom
- Yes, in person
- No, I am not interested in attending

ATTACHMENT C

Survey Qualitative Data

Survey open-response: 96 comments

Facebook/Friends in Medfield: 40 comments (mostly on two threads)

Facebook/Concerned Citizens of Medfield: 12 comments

SURVEY OPEN RESPONSES

Do you have additional feedback or comments? If so, feel free to elaborate here.

96 responses

No

I do support the name change, I do not find the current name offensive. Although, I do like the proposed name better.

The term is outdated and sexist. I'm happy to volunteer in any way to help make this change happen.

There is NO reason to keep the name "selectmen" and good reason to change it. In most facets of life, gendered terms are changing to be more inclusive (serviceman to service person, mailman to mail carrier). As there is no gender-based requirement to serve as a select person in Medfield, the term selectman is antiquated and not necessary.

It is an appropriate change - and overdue

After hundreds of years, there are more important things to work on than changing a reasonable and historic name. Don't bow to the mob.

This is a fantastic initiative!

Seems like a very sensible and non-controversial change

Medfield Together is radical and intolerant.

Stop the wokeness.

I can't see why this change would be opposed. There's nothing wrong with making the name of the governing body of our town more inclusive.

I'm not sure why this is even a survey question in 2021? Obviously, the current name should be changed.

This is a positive move in the right direction. Words and language matter and signal whether the town leadership is inclusive or not. Select Board removes the obvious gender bias.

whatever

I am a straight female. It's not massively important to me. I am not *personally* offended by such terms. I feel the same way about the term "guy(s)" because I don't consider it a purely male gendered term anymore. I.e., I would walk up to a group of female friends and greet them with "Hey guys how are you?" And none of those friends would be offended. Not to mention we are all HUMAN, right? That said, I think it certainly doesn't hurt to change it to "Select Board", as so many other towns have already done, to better reflect the makeup of the entity.

It is hard to believe this is even a discussion, it is after all 2021!

For starters, "Select Board" is a meaningless phrase and does not convey the same thing as "Board of Selectmen". Why wouldn't it be "Board of Selectpeople/persons"? If that had been the proposal I would say yes, go for it. But really....I'm all for changing truly harmful language but this is just silly. Do we really think people are so injured and deterred from participating because of this one part of the word that we needed to form a whole committee about it- and the proposed name change is so devoid of meaning? What's the real impact of this change to our town? If people really cared about our "governance reflecting the diversity of our town" then there would be a committee about how to get more women and POC involved in town government because that's real (albeit hard) work that drives impactful change.

It should be a requirement that at least one of these seats go to a woman. I find the current board too testosterone-laden and not representative of the thoughts and opinions of women. PS. I am a male.

Please change it to anything not sensitive. Is this not crazy that this is a debate? Is it 1755?

Aren't there more important issues to focus on than this?

Don't be woke! So ridiculous all this nonsense.

Thank you for doing this work! It may seem silly to some, but it's an important step forward as a town

The term Select Board has become an accepted and recognized alternative name for this government body as is evidenced by the many neighboring towns who have already changed their Board's name to Select Board. I believe that changing the name to Select Board better represents the spirit and inclusivity of this organization. Names matter.

This is long overdue and it's frankly a little embarrassing that Medfield is so behind on this. Changing the name to select board should not be a controversial matter.

We don't select the board, we select its members. Select Board is incorrect, it ignores history and it is grammatically no less offensive than Board of Selectmen. Board of Representatives? Select Persons is gender neutral and would give generations to come something to laugh at. Perhaps Town Board?

This is a necessary change.

WAY past time for a name change.

Are t there more important causes to fight

Thank you for tending to this issue.

Putting efforts into changing the name is wasted time. As a woman, am I supposed to feel that I am not represented by the Board of Selectman because the term "selectman" ends in the word "man"? We are all "human", which also ends in "man". Should this term also be changed? Maybe I am missing the point but I feel this is complete nonsense.

Although I don't have a problem with the name being changed, I think that it is a sad statement that society no longer accepts the definition of "man" as a member of the human race. Third definition of man in dictionary.com is "the human individual as representing the species, without reference to sex; the human race;" I am a woman, I worked in what once was a male dominated field and never was offended by the use of the word "man" as in chairman or selectman. I always viewed it as this definition.

nice gender improvement

This name change should have happened YEARS AGO! Language is so important and officially changing the name to the Select Board (as many many neighboring towns already have) will align the Board with the inclusion that it already supports.

Thank you.

It's 2021, if we can't have a gender neutral name, it's because men are afraid of losing the small pet they think they have over everyone else

Just do it! Fast. Its about time!

Well suggested change, probably long overdue

There is no downside to changing the name.

Good idea!

It's time. I don't understand the need for a forum. I can't imagine why anyone would oppose this.

The name Selectmen is antiquated and could be updated without any harm to the group of people who serve.

Changing the name is more respectful and inclusive of woman. I appreciate the consideration, thought, and flexibility for change. :)

Just do it. No committee necessary.

I think it is very important to have a gender-neutral name for the board

why is this requiring a study committee? It's a "no brainer" and the process is antiquated.

This survey in and of itself is unethical. I do not choose to ask or plead to justify my inclusion. With reflection I hope the Committee is able to understand how inappropriate it is to legislate sexism, and to leave that discrimination up to community debate once pointed out.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2021-16

STATE CONTRACT # (if applicable) _____

This Contract is made this 7th day of December 2021 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and E.L. Harvey & Sons, Inc., having a usual place of business at 68 Hopkinton Road, Westborough, MA 01581, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work to provide recycling box rentals and hauling/trucking the collected recycling from the Transfer Station as needed and the Town has decided to award the contract therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Pricing Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program by providing recycling box rentals, hauling/trucking the collected recycling from the Transfer Station as needed in accordance with Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Contract Term: The Contract Term is as follows: January 1, 2022 through December 31, 2022 subject to annual appropriation and pricing from the Contractor.
6. Payment for Work: The Town shall pay rates of \$185 per haul for trucking, a charge of \$90 per ton for single stream recycling, and rental of boxes \$55 per month for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established recycling service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor

within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. 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 the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____, does hereby certify under the pains and penalties of perjury that
_____, has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes,
reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

ATTACHMENT

A



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: December 6, 2021

SUBJECT: Costs for Recycling Contract

The current costs for the recycling contract with E.L. Harvey are the following: (These prices have been agreed upon to carry into this upcoming calendar year 2022)

- Single-Stream Recycling (SSR): \$90.00 per ton
- Hauling/Trucking: \$185.00 per load
- Container Rental: \$55 per container

AFTER RECORDING RETURN TO:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of _____, 2021, by and among the Town of Medfield, a municipal corporation ("Ground Lessor"), the Kingsbury Club Medfield, Inc., a Massachusetts corporation ("Ground Lessee"), and 2 Ice House, LLC, a Massachusetts limited liability company ("Solar Tenant").

Reference is made to that certain Ground Lease ("Ground Lease") by and between Ground Lessor to Ground Lessee, dated September 1, 2007, regarding certain property in Medfield, Massachusetts ("Property") as more particularly set forth in a certain Notice of Lease recorded in the Norfolk County Registry of Deeds at Book 25170, Page 44.

Reference is made to those two Option and Lease Agreements ("Lease") dated as of March 21, 2019, between Ground Lessee, as landlord, and Sunspire Solar LLC (predecessor-in-interest to Solar Tenant), as tenant, one for the lease of approximately 35,000 square feet of roof space and one for the lease of approximately 53,000 square feet of roof space situated within the Property (each being a "Premises") for the development and operation of a roof-top mounted photovoltaic energy facility, battery storage system and associated support and connection facilities (the "Project").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Ground Lessor hereby consents to the Lease and all of the provisions thereof.
2. Subject to the terms hereof, the Lease is and shall be subject and subordinate at all times to the Ground Lease and to all renewals, replacements and extensions of the Ground Lease and any extensions, modifications, renewals, consolidations and replacements thereof.
3. Solar Tenant agrees that if the Ground Lessor shall succeed to the interest of the Ground Lessee in said Lease, whether by termination or surrender of the Ground Lease or otherwise, Solar Tenant will recognize, and attorn to Ground Lessor as its landlord under the terms of said Lease.
4. Ground Lessor agrees that, in the event of a termination of the Ground Lease or other right asserted under the Ground Lease by the Ground Lessor, the Lease and the rights of Solar Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed, except for default continuing after notice and beyond any applicable grace period set forth in the Lease and otherwise in accordance with the provisions of said Lease.
5. In the event Ground Lessor succeeds to the interest of Ground Lessee under the Lease, Solar Tenant will have the same remedies against Ground Lessor for any default under the Lease; provided, however, that Ground Lessor shall not be:

(i) liable for any act or omission of any prior landlord (including Ground Lessee) under the Lease, except for non-monetary defaults of a continuing nature;

(ii) subject to any off-sets or abatements against Rent or other charges which Solar Tenant may have against any prior landlord (including Ground Lessee), except for the exercise of rights expressly set forth in the Lease and to which Ground Lessor has prior notice; or

(iii) bound by any Rent or other charges which Solar Tenant might have paid for more than the current month to any prior landlord (including Ground Lessee), except as expressly required under the Lease.

Nothing herein contained shall impose any obligations upon Ground Lessor to perform any of the obligations of Ground Lessee under the Lease, unless and until Ground Lessor shall become the landlord under the Lease or is in possession of the Premises.

6. Solar Tenant agrees to provide Ground Lessor with a copy of any notice that Solar Tenant may send to Ground Lessee pursuant to the terms of the Lease concerning a default by Ground Lessee under the Lease, or any breach by Ground Lessee for which Solar Tenant intends to exercise any rights of self-help. Solar Tenant agrees that Ground Lessor shall have the same opportunity and the same period of time to cure any default of Ground Lessee as provided to Ground Lessee pursuant to the terms of the Lease. Unless changed by written notice to Solar Tenant, Ground Lessor's notice address is as follows:

Town of Medfield
Town Hall
459 Main Street
Medfield, MA 02052
Attention: _____

All notices between Ground Lessee and Solar Tenant shall be sent in the manner set forth under the Lease.

7. Ground Lessee agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Ground Lessor of any of its rights under the Ground Lease or related documents, and that the Ground Lease and any related documents remain in full force and effect and shall be complied with in all respects by Ground Lessee.

8. In the event that the Ground Lessor or Ground Lessee needs or wishes to perform repair, replacement, examination or alteration (the "Utility Work") with respect to any of the water, sewer, drainage, electric or other utility lines located underneath or adjacent to the Project ("Existing Utilities"), the party seeking to perform such work ("Alteration Party") shall:

- (i) provide Solar Tenant with not less than 10 days advance notice of such Utility Work, except in the event of emergency, in which case the Alteration Party shall provide such notice as is feasible;
- (ii) use diligent commercial efforts such that disturbance to the Premises and Project by such Utility work is minimized;
- (iii) cause such Utility Work to be performed at the sole cost and expense of the Alteration Party by licensed and insured contractors in accordance with sound commercial construction practices;
- (iv) diligently prosecute the performance of such Utility Work to completion as promptly as feasible; and

(v) promptly restore those elements of the Premises under or adjacent to the Project as nearly as feasible to their state prior to such Utility Work.

9. No material modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause of action arising hereunder shall be valid, or effective unless in writing and signed by the parties.

10. In the event Ground Lessor notifies Solar Tenant of the occurrence of an Event of Default under the Ground Lease and demands that Solar Tenant pay Rent due under the Lease directly to Ground Lessor, Solar Tenant shall honor such demand and pay such sums due under the Lease directly to Ground Lessor, or as otherwise directed pursuant to such notice. In complying with these provisions, Solar Tenant shall be entitled to rely solely upon the notices given by Ground Lessor, and Ground Lessee agrees to indemnify and hold Solar Tenant harmless from and against any and all loss, claim, damage, or liability arising out of Solar Tenant's compliance with such notice. Solar Tenant shall be entitled to full credit under the Lease for any Rent paid to Ground Lessor in accordance with the provisions of this paragraph to the same extent as if such Rent was paid directly to Ground Lessee. Ground Lessee unconditionally authorizes and directs Solar Tenant to make such payments directly to Ground Lessor following receipt of such notice and further agrees that Solar Tenant may rely upon such notice without any obligation to further inquire as to whether or not any default exists under the Ground Lease, and that Ground Lessee shall have no right or claim against Solar Tenant for or by reason of any such payments made by Solar Tenant to Ground Lessor following receipt of such notice. Any dispute between Ground Lessor and Ground Lessee as to the extent, nature, existence or continuance of such an Event of Default under the Ground Lease, or with respect to the termination of the Ground Lease by Ground Lessor, shall be dealt with and adjusted solely between Ground Lessor and Ground Lessee, and Solar Tenant shall not be made a party thereto except to the extent required by law.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

[Signatures on the following page]

IN WITNESS WHEREOF, each party has caused this instrument to be executed under seal by its duly authorized representative.

GROUND LESSOR:

TOWN OF MEDFIELD

By:
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____ as _____ of the Town of Medfield, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose in the aforesaid capacity, and further acknowledged the foregoing to be the free act and deed of said Town of Medfield.

Notary Public: _____

Name (print): _____

My commission expires: _____

GROUND LESSEE:

KINGSBURY CLUB MEDFIELD, INC.


By: Robert Tanji Giias
Its: President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

On this 18th day of December, 2021, before me, the undersigned notary public, personally appeared Robert Tanji Giias President of Kingsbury Club Medfield, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose in the aforesaid capacity, and further acknowledged the foregoing to be the free act and deed of said Kingsbury Club Medfield, Inc.

Notary Public: 

Name (print): Christina Cochran

My commission expires: 7-14-28



SOLAR TENANT:

2 ICE HOUSE, LLC

By: Bright Community Capital Holdings, LLC its Manager

By: _____

Name: Jesse McKinnell

Title: Chief Operating Officer

STATE OF MAINE

COUNTY OF _____

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____ as _____ of 2 Ice House, LLC, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose in the aforesaid capacity, and further acknowledged the foregoing to be the free act and deed of said 2 Ice House, LLC.

Notary Public: _____

Name (print): _____

My commission expires: _____

The CENTER at Medfield
Medfield Council on Aging
One Ice House Road
Medfield MA 02052
508-359-3665

November 22, 2021

Dear Board of Selectmen,

The Council on Aging requests permission to serve wine and beer at the following December events:

- Tuesday, December 7 from 3:30 – 5:30 p.m. for our 1st Ugly Sweater Holiday Social with a performance by the Singing Trooper, Dan Clark
- Sunday, December 12 from 12 noon -3:00 p.m. for the Tri-Club Annual Senior Citizens Christmas Party

Thank you,

Roberta Lynch, Director
Medfield Council on Aging



November 18, 2021

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

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2021, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

In addition to the price changes noted on the enclosed Customer Notice, customers subscribing to Performance Starter Internet at \$54.95, which is no longer available for new subscriptions, will receive additional notice of a price change to this service from \$54.95 to \$59.95 per month as part of the letter accompanying their Customer Notice.

Lastly, effective December 31, 2021, NBC Sports Network (NBCSN) will cease operations.

We know you may have questions about these changes. If I can be of any further assistance, please do not hesitate to contact me at patrick_shearns@comcast.com.

Very truly yours,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government & Regulatory Affairs

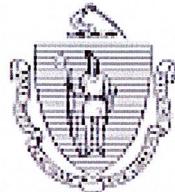
Enclosure: Customer Notice

Important information regarding your Xfinity services and pricing

Effective December 20, 2021

Xfinity TV	Current	New
Limited Basic	\$17.00	\$18.00
Broadcast TV Fee	\$18.60	\$22.25
Franchise Costs	\$1.01	\$1.08
Regional Sports Fee	\$10.75	\$14.10
Expanded Basic	\$50.27	\$49.27
Choice TV Select	\$30.00	\$32.50
Choice TV Select - with TV Box	\$37.50	\$41.00
Entertainment	\$15.00	\$17.00
TV Box and Remote	\$7.50	\$8.50
TV Box	\$7.10	\$8.10
HD TV Box Limited Basic	\$7.10	\$8.10
HD TV Box and Remote Limited Basic	\$7.50	\$8.50
Service to Additional TV with TV Adapter	\$7.50	\$8.50

Xfinity Internet	Current	New
Performance - Xfinity Internet Service Only	\$80.95	\$83.95
Performance Pro - Xfinity Internet Service Only	\$95.95	\$98.95
Blast! - Xfinity Internet Service Only	\$100.95	\$103.95
Extreme Pro - Xfinity Internet Service Only	\$105.95	\$108.95
Gigabit - Xfinity Internet Service Only	\$110.95	\$113.95



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts
Division of Occupational Licensure
Office of Public Safety and Inspections
Architectural Access Board**

1000 Washington St., Suite 710 Boston MA 02118
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER
AFFAIRS AND BUSINESS REGULATION

LAYLA R. D'EMILIA
COMMISSIONER, DIVISION OF
PROFESSIONAL LICENSURE

WILLIAM JOYCE
EXECUTIVE DIRECTOR,
ARCHITECTURAL ACCESS BOARD

TO: Town of Medfield
459 Main St.
Medfield, MA 02052

Docket Number **C 21 054**

RE: Medfield Town Hall
459 Main St.
Medfield, MA 02052

RECEIVED
NOV 29 2021
MEDFIELD SELECTMEN

MEDFIELD SELECTMEN
NOV 29 2021
RECEIVED

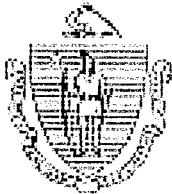
DATE: 11/23/2021

Enclosed please find a copy of the following material regarding the complaint against the above location:

First Notice Stipulated Order
 Second Notice Letter of Meeting
 Notice of Hearing Application for Variance
 Correspondence Decision of the Board

Please review all enclosed documents carefully.

cc: Local Building Inspector
Independent Living Center
Local Commission on Disability
Complainant



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

**Commonwealth of Massachusetts
Division of Occupational Licensure
Office of Public Safety and Inspections
Architectural Access Board**

1000 Washington St., Suite 710 Boston MA 02118
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER
AFFAIRS AND BUSINESS REGULATION

LAYLA R. D'EMILIA
COMMISSIONER, DIVISION OF
PROFESSIONAL LICENSURE

WILLIAM JOYCE
EXECUTIVE DIRECTOR,
ARCHITECTURAL ACCESS BOARD

Town of Medfield
459 Main St.
Medfield, MA 02052

RE: Medfield Town Hall 459 Main St.

Medfield, MA 02052

Dear Sir/Madam:

Upon information received by the Architectural Access Board, the facility referenced above has been reported to violate M.G.L. c. 22, § 13A and the Rules and Regulations (521 CMR) promulgated thereunder. Reported violations, include the following items:

Section: Reported violation:

23.2.2	One in every eight accessible spaces, but not less than one, shall be van accessible, See 521 CMR 23.4.7. - The complainant reports that the parking lot does not have one van accessible parking space identified as a van accessible space with the appropriate signage.
23.4.7b	Van accessible parking spaces must have a sign designating it as "Van Accessible". - The accessible parking space is not designated as a van accessible space. The accessible sign should have the wording, "van accessible" on the pole or in the sign. The accessible sign should be on a pole permanently installed within 10 feet of the head of the space at a height of 5 to 8 feet. A photo of the accessible parking space is enclosed for your review.
23.6.1	A sign shall be located at the head of each space and no more than ten feet (3048mm) away, and at accessible passenger loading zones. - The complainant reports that the accessible spaces does not have an accessible sign permanently installed on a pole or bollard at the head of the space at a height of 5 to 8 feet.
23.4.5	Delineation: Accessible spaces shall be marked by high contrast painted lines or other high contrast delineation. The parking lines and access aisle lines appear to be faded and may need to be relined and painted with high contrast paint. Enclosed are photos for your review.

Under Massachusetts law, the Board is authorized to take legal action against violators of its regulations, including but not limited to, an application for a court order preventing the further use of an offending facility. The Board also has the authority to impose fines of up to \$1,000.00 per day, per violation, for willful noncompliance with its regulations.

You are requested to notify this Board, in writing, of the steps you have taken or plan to take to comply with the current regulations. Please note the current sections may be different from the sections that are cited above. Unless the Board receives such notification within 14 days of receipt of this letter, it will take necessary legal action to enforce its regulations as set forth above. If you have any questions, you may contact this office.

cc: Local Building Inspector
Local Disability Commission
Independent Living Center
Complainant

Sincerely,

Dawn Guarriello (n.1)
Dawn Guarriello
Chairperson







The Commonwealth of Massachusetts

Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108

CHARLES D. BAKER
GOVERNOR

Tel: (617) 727-4050
Fax: (617) 727-5363

MICHAEL J. HEFFERNAN
SECRETARY
ADMINISTRATION & FINANCE

KARYN E. POLITO
LIEUTENANT GOVERNOR

CAROL W. GLADSTONE
COMMISSIONER

November 17, 2021

Chair
Board of Selectmen
Town of Medfield
459 Main Street
Medfield, Massachusetts 02052

RE: Commonwealth's Search for Lease Space

Dear Sir or Madam:

We wish to notify you that the Division of Capital Asset Management and Maintenance has issued a Request for Proposals (RFP) seeking to lease space in your community as summarized below:

Location: Canton, Dedham, Foxboro, Medfield, Millis, Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood, or Wrentham

Type of Space: Client Service and Administrative Office

Amount of Space: Approximately 7,200 square feet of Usable Area

For Use By: Department of Developmental Services

Project Number: 202165000.1

The deadline for submission of proposals is December 16, 2021 at 2:00 p.m. The RFP can be viewed and downloaded from COMMBUYS using the link at <http://www.mass.gov/dcamm/leasing>. You may also email leasing.dcamm@mass.gov or call 857-204-1355 to request a copy of the RFP, referencing the agency name and project number in your request.

Sincerely,

Dan Cordeau
Director, Office of Leasing and State Office Planning

cc: John Prudente, DCAMM

Medfield Housing Authority

Request for Proposals

for the
Lease and Development
of land located at

Pound Street in Medfield, Massachusetts

Proposals Due

on 17th day, January, 2022
11:00 A.M.

Medfield Housing Authority
30 Pound Street
Medfield, MA 02052
Attn: Candace Avery, Executive Director

Request for Proposals

1) Property Description

The Medfield Housing Authority (the “Housing Authority”) is the owner of approximately 2.6 acres located within the larger public housing development commonly known as Tilden Village on Pound Street, Medfield, Massachusetts (the “Property”).

2) Purpose

The Housing Authority is requesting proposals from qualified parties, with statements of qualifications, to lease or sublease the Property for an initial period of seventy-five (75) years and develop the Property in accordance with design standards and restrictions specified herein. It is the objective of the Housing Authority that the Property be developed for low and moderate income elderly (over 62) residential occupancy in accordance with Massachusetts General Laws Chapter 40B or Massachusetts General Laws Chapter 40R.

Interested parties should review for themselves the requirements of Massachusetts General Laws Chapter 40B and Massachusetts General Laws Chapter 40R.

3) General Restrictions

While there is no stated maximum number of residential units allowed, no maximum permitted height, or a maximum permitted gross floor area, any respondent shall propose to develop and construct at least thirty-five (35) units of housing at the Property (such proposed development being hereafter referred to as the “Project”).

4) Proposal Packages, Project Information and Submission Deadline

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With submission of a response to this RFP, the interested party acknowledges that he or she has read and understands the requirements and conditions herein.

Availability of Proposal Packages - All interested parties must obtain a copy of this RFP from the Housing Authority, 30 Pound Street, Medfield, Massachusetts, Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. and between the hours of

Request for Proposals

9:00 a.m. and 12 noon on Fridays, holidays excepted or alternatively by requesting a copy by email at the following address: medfieldha@comcast.net

Submission Deadline - Sealed proposals must be received at the Housing Authority no later than 11:00 a.m. on 17th day, January 2022 *[note, this will be 60 day from publication in the Central Register]*. Late, faxed or emailed proposals will not be accepted. The front page of the proposal package must be clearly marked with the words "Pound Street, Medfield Proposal."

Pre-Submittal Meeting and Property View - Interested parties will have the opportunity to attend a pre-submittal meeting, to be held at the Medfield Housing Authority, 30 Pound Street, Medfield, Massachusetts, on 15th day, December, 2021 at 11:00 a.m., at which time Housing Authority representatives will review the materials included in this RFP and respond to questions about the Property, the selection process and related issues. Housing Authority representatives will then conduct a view of the Property for interested parties. Interested parties may, on a separate date, arrange to conduct an inspection of the Property for purposes and under conditions agreeable to the Housing Authority.

Questions - Written responses will be provided to requests for clarification or interpretation of the meaning of the provisions of this RFP, including the documents attached hereto; to all questions raised at the pre-submittal meeting; and to those questions otherwise submitted in writing, and will be distributed to all parties who have received an RFP. In the sole discretion of the Housing Authority, written responses to questions raised during the Property view, or submitted in writing to the Housing Authority subsequent to the pre-submittal meeting and Property view, will be similarly distributed. The Housing Authority is not obligated, in any way, to waive RFP requirements, or create exceptions, for respondents who choose not to attend the pre-submittal meeting or Property view. Written questions must be submitted to the Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052 with "Pound Street, Medfield Question" clearly marked on the outside, no later than 11:00 a.m. on 22nd day, December, 2021 *[this will be four weeks from publication]*.

5) Proposal Review and Selection Process

{00067023 6}

Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

Review Authority – The Board of Commissioners of the Housing Authority (the “Board”) will oversee the review of all submitted proposal packages. The Board may delegate the review task and accompanying responsibilities to its designee, which may be any individual, individuals or a committee to be formed or already existing, as the Board deems in its sole discretion to be appropriate.

Review Basis - Each proposal will be evaluated and scored based on the proposal's responsiveness to Housing Authority interests, compatibility with Housing Authority criteria and development considerations, and other selection criteria as specified in Appendix A attached hereto. The statement of qualifications of each respondent will be reviewed and scored to identify those who possess the development and construction experience, good standing in the industry, and the financial stability and capacity to develop the Project to completion.

Distribution of Proposals - During the review process, the proposal packages may be directed to such individuals whose comments and observations the Board deems will assist in the selection process. The Housing Authority may also seek advice and recommendations from legal counsel during the review process.

Additional Information/Interviews - The Housing Authority may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. The Housing Authority may invite all Respondents satisfying all of the minimum criteria hereunder to appear before the Housing Authority, which shall occur at an open, public meeting. Failure to comply with this request will result in a rejection of the proposal at issue.

Ranking and Award - The Housing Authority will rank the submitted proposals in accordance with their respective scores. The Housing Authority shall award the Project to the proposal that is most advantageous to the Housing Authority taking into consideration the selection criteria and the financial terms of all proposals that meet the minimum criteria.

Right to Withdraw - Proposals may be withdrawn without penalty prior to the submission deadline by written request to the Housing Authority.

6) Rights Reserved by Housing Authority

- The Housing Authority reserves the right to waive minor irregularities or defects contained in any proposal and to allow exceptions to the specifications and requirements herein, provided that such waiver or exception does not materially alter the conditions under which all proposals were submitted.
- Each respondent must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Housing Authority reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information.
- The Housing Authority reserves the right to disqualify respondents if the submittals are not based on reasonable market assumptions.
- The Housing Authority reserves the right to reject or accept, in its sole discretion, any conditional proposal that is submitted.
- The Housing Authority reserves the right to reject any and all proposals, or to cancel the RFP, with no penalty, if deemed to be in the best interests of the Housing Authority.

7) Minimum Submittal Requirements

The proposal package must consist of a payment proposal and a development proposal in separate, sealed envelopes. The development proposal must not include reference to any proposed payments. Otherwise, each respondent must, at a minimum, submit the information and meet the standards indicated below. Failure to meet minimum submittal requirements will be sufficient cause to reject a proposal. Respondents are solely responsible for reviewing all the provisions of this RFP and any attachments, prior to submitting a proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP may be rejected. All proposals, including payment proposals, shall be opened at the time of proposal opening.

- a. Original/Copies – Proposal must be delivered either:
 - (i) In a sealed package, submit one (1) unbound original and six (6) bound copies of the proposal, complete with all back-up materials for each

Request for Proposals

proposal package. Submit the proposal package by 11 a.m. on 17th of January, 2022 to:

Medfield Housing Authority
30 Pound Street
Medfield, MA 02052
Attn: Candace Avery, Executive Director

or

(ii) By email to: Medfieldha@comcast.net
by 11 a.m. on the 17th day of January, 2022.

- b. Format - Proposals must be submitted in an 8½" x 11" format for text, and to the extent practical, for graphics. Oversized pages or graphics should be folded to 8½" x 11".
- c. Cover Letter - A cover letter must include a statement of interest, identify the primary respondent company, the proposed Property lessee and the name, address and contact information of all interested parties.
- d. Payment Proposal Form - The proposal package must include, in a separate sealed envelope or email, a Payment Proposal Form, indicating the proposed payments under a lease or sublease of the Property.
- e. Development Team Qualifications - The proposal must identify the principal and support members of the development team (i.e., the persons who will carry out the development plan). A resume for each person must be attached which demonstrates the qualifications, experience, and role of each member in the proposed development of the Property and their collective and individual ability to carry out those roles, including their experience with similar development projects. References for each development team member must also be included.
- f. Development Experience - Included must be a description of the respondent's experience in property development and construction, projects currently underway and projects scheduled over the next three years with emphasis on projects similar to this proposal. Include client contact names and telephone numbers.

- g. Financing and Financial Capacity - The respondent must indicate how the Project lease, development and construction will be financed. If financing will be provided by a lending institution, a pre-approval letter must be provided from the lender acknowledging that the respondent has sufficient financial resources to lease, develop and complete the Project. The Housing Authority is willing to entertain proposals that have financing schemes that could involve public/private financing and related arrangements.
- h. Development Plan - The respondent's proposal must include a detailed Development Plan in conformance with the guidelines set forth in Section 9 of this RFP.
- i. Condition of Property - The respondent must represent and warrant that it, or its agents, have conducted a full inspection of the Property, and based on such investigation, is aware of the condition of the Property and will accept the Property "as is." The respondent must acknowledge that, regardless of whether the respondent has conducted an environmental review, the Housing Authority has no responsibility for hazardous waste, oil, hazardous material or hazardous substances as those terms are defined under any applicable law, rule, or regulation, local, state, federal, or otherwise, on, in, under or emitting from the Property, or for any other condition or defect on the Property.
- j. Time Frame - Respondent shall provide a development time line including permitting, design, construction phasing, completion and occupancy schedules.
- k. Statement of Benefit - Proposals should include a description of projected benefits, whether financial or otherwise, to the Housing Authority if the proposal is accepted.
- l. Required Documents - Each proposal must include the following executed documents (See Appendix B):
 - Payment Proposal Form
 - Disclosure Statement
 - Certificate of Non-Collusion
 - Tax Compliance Certificate

- Disclosure Statement
- Certificate of Authority

8) Design Criteria

It is the further objective of the Housing Authority to seek out "green" designs in every possible aspect of the development, and to reward plans that emphasize setbacks, effectively utilize landscaping and shield paved areas from neighborhood view.

Any proposed redevelopment of the Property shall incorporate the following elements:

- a. All utilities serving the Project shall be located underground, except for any required transformer(s), which shall be screened with vegetation;
- b. All trash receptacles shall be stored and maintained inside a building, and trash removal shall be coordinated at times and in ways that minimize sound and impacts on neighboring properties;
- c. No exterior signs shall be permitted except for directional signs, street address identification and such other signs required by the Housing Authority or applicable local, state or federal requirements; and
- d. The Project shall include only such exterior lighting as is necessary for public safety purposes, and shall be designed to comply with all requirements of the Medfield Zoning Board of Appeals and to mitigate the negative effects and impacts on neighboring properties.

9) Development Plan

Respondents must submit a development plan ("Development Plan") that provides a detailed analysis of their proposed residential use of the Property, which must include the following components:

- a. Narrative description of the Project concept focusing on land and building improvements; primary construction type or materials; residential unit types, sizes and numbers of each unit type.
- b. Conceptual site plan showing the perimeter lot lines of the parcel, proposed building footprint(s), parking, roads, sidewalks, pathways, landscaping, any

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utilities and easements, and other site and building improvements that contribute to the Project.

- c. Development impact analysis that provides a brief assessment of the positive and/or negative impacts that the Project will have on the Housing Authority and neighborhood and mitigation measures that will be taken to alleviate negative impacts. At a minimum, impact analyses shall address:
 - Air quality
 - Noise
 - Traffic
 - Public health and safety requirements
- d. Colored conceptual building plans and elevations reflecting typical floor plan and typical unit types.
- e. Conceptual landscape plans.
- f. Plan for temporary and permanent storm water and erosion control methods to be employed, maintained and made stable.
- g. Preliminary Project pro-forma including the expected range of residential rental rates; a preliminary development budget and a financing plan (including a list of all anticipated sources of funds).
- h. Development time line from the award of the Project, through design, construction and marketing to occupancy.
- i. Description of how the Project will be taken through the public review and permitting processes.
- j. Description of how Housing Authority criteria, including without limitation those set forth in Appendix A attached hereto, are incorporated into the Project.
- k. Financial benefits analysis that identifies how the Project will enhance Housing Authority revenues, and what other economic benefits, if any, will result.

1. For proposals containing a so-called 40B project, a list of all preliminary waivers from local zoning and other bylaws that will be required in connection with such project.

10) Land Development Agreement

Within sixty (60) days of the award of the Project, the Housing Authority and the respondent (developer) who is awarded the Project shall execute and record a Land Development Agreement (LDA).

The LDA shall incorporate the developer's final Development Plan as approved by the Housing Authority, and shall otherwise include, but not necessarily be limited to, the following:

- 1) Identification of the parties, description of the Property and an affirmation of the award of the Project to the developer.
- 2) A statement of the developer's obligation to develop, construct and otherwise use the Property in accordance with the RFP.
- 3) Developer's acknowledgement that it will be responsible for securing and complying with all approvals, licenses and permits obtained from government authorities and with all applicable state statutes, by-laws, codes and regulations, and providing quality workmanship and using new materials of high quality.
- 4) A statement that the developer will not permit any mechanic's liens or similar liens to be imposed or remain on the Property for more than sixty (60) days.
- 5) A statement of the developer's rights relative to the leasing, assignment or refinancing of the Property.
- 6) A statement of the developer's obligations relative to insurance on the Property.
- 7) General provisions that address the Housing Authority's right of access to the Property for the purpose of inspection.

Request for Proposals

- 8) A statement acknowledging the developer's responsibility for all development and construction costs.
- 9) A statement of the developer's obligations to mitigate neighborhood impact of the Project from the development phase through to the issuance of a certificate(s) of occupancy – including the requirement for the developer to submit a Construction Management Plan for approval by the Housing Authority (or their designee) prior to the start of any construction. Such Plan shall set forth specific mitigation measures designed to minimize impacts on the neighborhood, including without limitation, site logistics, staging areas, storage of materials on site, site fencing, hours of construction, delivery routes and schedules, rodent control, erosion control, dust control, street cleaning, establishment of monthly neighborhood meetings to discuss construction related neighborhood issues, and designation of a community relation contact (including phone number and email posted on site) to facilitate resolution of neighborhood questions and concerns relating to the Project.
- 10) A statement of the respective rights, obligations and remedies of the Housing Authority in the event of default by the developer.
- 11) A statement of the developer's financial obligations in the event that the Housing Authority finds it necessary to enforce the LDA through legal proceedings.
- 12) A statement of those circumstances under which the developer shall indemnify the Housing Authority.
- 13) Provisions that address notices, waivers, term of the LDA, binding of parties, exclusivity of written agreement and governing law.
- 14) A statement acknowledging the developer's responsibility to: (a) complete prior to any blasting on the Property a pre-construction survey of surrounding properties within 250 feet of the perimeter of any blasting area, (b) monitor vibrations during all blasting activities, and (c) comply with all applicable local, state and federal requirements relating to blasting activities. The Housing Authority will reserve the right to order that the developer cease and desist all blasting and other construction activities in the event that any of the foregoing requirements are not met.

- 15) A statement acknowledging that the development plan will need to comply with 760 CMR 4.11 et. Seq. and is subject to approval by the Massachusetts Department of Housing and Community Development.

11) Ground Lease

The respondent who is awarded the Project shall be required to enter a Ground Lease with the Housing Authority (the “Ground Lease”) which shall incorporate the terms and conditions of this RFP, shall contain provisions customary to ground leases under similar circumstances, and shall incorporate, by reference, the LDA. The form of the Ground Lease shall be an exhibit to the LDA.

12) Selection Criteria and Project Award

Each proposal will be evaluated and scored based on the proposal's responsiveness to Housing Authority interests, including selection criteria as specified in Appendix A herewith. Regardless of whether the proposed development is in accordance with MGL Chapter 40B, or MGL Chapter 40R, all proposals will be evaluated using the Selection Criteria attached hereto as Appendix A. The statement of qualifications of each respondent will be reviewed and scored to identify those who possess the development and construction experience, good standing in the industry, the financial stability and capacity to carry the Project to completion and meet the Housing Authority's design criteria and commitment to maintain the integrity of the neighborhood.

The respondent selected by the Housing Authority will be given exclusive rights to negotiate with the Housing Authority the terms of the LDA and the Ground Lease. If, at any time, such negotiations are not proceeding to the satisfaction of the Housing Authority, in its sole discretion, then the Housing Authority may choose to terminate said negotiations. The Housing Authority may select another respondent with whom to initiate negotiations.

13) Other Considerations

- The Housing Authority shall not be responsible for paying any broker's commission, or like compensation to a third party, and the respondent agrees to indemnify and hold the Housing Authority harmless from any claims for such compensation.

Request for Proposals

- References may be checked for all parties identified as participating on the development team.
- The Housing Authority may amend or revise the RFP as a result of questions submitted by respondents or for any other reason that causes the Housing Authority to believe it would be in the best interests of the Housing Authority to do so. Such amendments or revisions will be sent prior to the proposal opening date to all persons or firms who have been provided copies of the RFP, and whose identity and contact information is known to the Housing Authority.
- The Housing Authority assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Late responses will not be accepted nor will additional time be granted to individual respondents unless the Housing Authority extend the required submittal date for all respondents.
- The Housing Authority will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP or in the participation in views, interviews, negotiations or any other aspect of this RFP process.
- Respondents are responsible for errors and omissions in their responses, and any such errors and omissions will not serve to alter the respondent's legal obligations to the Housing Authority.
- This RFP and the responses, including all warranties, commitments and representations made in the successful response shall be binding and shall become contractual obligations to be incorporated by reference in the Housing Authority's contract with the respondent, unless the Housing Authority in its sole discretion waives any such warranty, commitment or representation.
- Proposals may not be withdrawn, amended or modified for a period of one hundred eighty (180) days from the deadline for submission of proposals.

14) Questions

Please direct all questions regarding this RFP to:

Executive Director
Medfield Housing Authority

{00067023 6}

Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

30 Pound Street
Medfield, MA 02052

15) Public Disclosure

All proposal packages, their contents and accompanying documentation, no matter when submitted, will become the property of the Housing Authority and will be regarded as public records when received as directed by M.G.L. Chapter 4, Section 7, Clause 26. Respondents should be further aware that, with certain exceptions, the Housing Authority is required under M.G.L. Chapter 66 to make its records available for public inspection. The Housing Authority will bear no liability to any respondent in the event that the Housing Authority is legally required to disclose information that a respondent may define as confidential or proprietary.

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Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

Appendix A - Selection Criteria

The intent of this Request for Proposals is to gather information upon which to base the selection of a proposal and development team for the development of the Property. The submittals will be evaluated to determine the respondent most responsive to the Housing Authority criteria and the entity most highly qualified to implement the development based on the following criteria, which are not listed in any particular order of priority.

The following criteria will be utilized:

Highly Advantageous	Response exceeds the specific criterion.
Advantageous	Response meets evaluation standard for the criterion.
Least Advantageous	Response does not fully meet the criterion or leaves a question or issue not fully addressed.
Not Responsive	Does not address the criterion.

MHA TO ASCRIBE POINTS (TOTALLING 100) TO EACH OF THESE

1. Qualifications and Experience of the Firm and/or Principals and Consultants

- a. Staffing with strong team experience, including a history of prior working relationships among the principal respondent and all related consultants and subcontractors:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- b. Demonstrated ability of the respondent to lead the development effort from predevelopment to full occupancy, specifically with regard to maintaining compliance with all applicable regulatory constraints:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- c. Demonstrated cohesiveness of the project team to maintain its key principals and personnel in their respective roles through the duration of the project:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- d. Financial capacity to complete the development in a timely manner, to be evaluated with regard to respondent's prior experience and history in real estate

development and written assurances and commitments or letters of interest from prospective lenders:

- Highly advantageous: 4 or more projects as a team
- Advantageous: 2-3 projects as a team
- Least advantageous: 1 project as a team

e. Ability to be accountable on any matter affecting the Housing Authority's interest throughout development of the entire project:

- Highly advantageous: 3 or more years of experience with a public authority
- Advantageous: 1-3 years of experience with a public authority
- Least advantageous: less than 1 year of experience with a public authority

f. Experience developing multi-family housing projects:

- Highly advantageous: 5 or more years of experience with multi-family housing projects
- Advantageous: 1-5 years of experience with multi-family housing projects
- Least advantageous: less than 1 year of experience with multi-family housing projects

g. Ability to maintain and manage multi-family housing projects:

- Highly advantageous: 5 or more years of experience maintaining and managing multi-family housing projects
- Advantageous: 1-5 years of experience maintaining and managing multi-family housing projects
- Least advantageous: less than 1 year of experience maintaining and managing multi-family housing projects

h. Experience with affordable housing projects:

- Highly advantageous: 5 or more years of experience constructing and marketing affordable housing projects
- Advantageous: 1-5 years of experience constructing and marketing affordable housing projects
- Least advantageous: less than 1 year of experience constructing and marketing affordable housing projects

2. Demonstrated Compatibility with Housing Authority's Criteria and Development Considerations

Request for Proposals

- a. Compatibility of developer's vision and development concept with Housing Authority's criteria
 - o Highly advantageous: 3 or more public authority projects demonstrating successful integration of developer's vision and implementation with a public authority's criteria similar to Housing Authority's design criteria
 - Advantageous: 2 public authority projects demonstrating successful integration of developer's vision and implementation with a public authority's criteria similar to Housing Authority's design criteria
 - Least advantageous: 1 public authority project demonstrating successful integration of developer's vision and implementation with a public authority's criteria similar to Housing Authority's design criteria
- b. Quality and breadth of conceptual development proposals:
 - Highly advantageous: completeness of submission and at least 3 years of experience with similar projects
 - Advantageous: most of the material being provided and 2-3 years of experience with similar projects
 - Least advantageous: at least some of the material being provided and 1 to 2 years of experience with similar projects
- c. Ability to adjust the development concept to address evolving design, conceptual alternatives, plans, specifications, and financial conditions:
 - Highly advantageous: exceptional ability to adjust to evolving design and development conditions demonstrated by experience with similar projects
 - Advantageous: ability to adjust to evolving design and development conditions demonstrated by experience with similar projects
 - Least advantageous: some ability to adjust to evolving design and development conditions demonstrated by experience with similar projects

3. Demonstrated Ability to Implement Project Concept

- a. Evidence of the ability of the development team to commence substantive pre-permitting work upon award of contract, including preparation of drawings and plans and applications for funding promptly following selection, ability to implement the Land Development Agreement, and ability to accomplish the acquisition of the property following issuance of the required permits and evidence of a financing commitment:
 - Highly advantageous: able to commence within ninety (90) days of award
 - Advantageous: able to commence within one hundred twenty (120) days of award
 - Least advantageous: able to commence more than one hundred twenty (120) days of award
- b. Evidence of availability of financial resources needed to begin pre-development and permit process work upon award of contract:
 - Highly advantageous: exceeding the availability of financial resources needed for the project based on the developer's project budget and financing package
 - Advantageous: adequately meeting the availability of financial resources needed for the project based on the developer's project budget and financing package
 - Least advantageous: only meeting the availability of financial resources needed for the project based on the developer's project budget and financing package
- c. Evidence of key staff members' abilities to undertake a project of the magnitude of the one proposed, including engineers, architects, managers and general contractors:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2 -3 projects as a team
 - Least advantageous: 1 project as a team
- d. Evidence of feasibility of proposed project, including a proposed budget that addresses environmental and permitting issues and financing issues.
 - Highly advantageous: exceptional feasibility analysis including budget issues, environmental and permitting issues and financing issues
 - Advantageous: adequate feasibility analysis including budget issues, environmental and permitting issues and financing issues
 - Least advantageous: incomplete feasibility analysis including budget issues, environmental and permitting issues and financing issues

4. Availability of proposed improvements to residents of the Housing Authority

- Highly advantageous: Housing Authority residents shall have shared access to Project amenities including health or recreation facilities, meeting rooms and other common areas at no charge
- Advantageous: Housing Authority residents shall have shared access to Project amenities including health or recreation facilities, meeting rooms and other common areas for a fee
- Least advantageous: Housing Authority residents have no access to Project amenities including health or recreation facilities, meeting rooms and other common areas

Appendix B - Required Documents to be Filed with RFP

1. Payment Proposal Form
2. Respondent Entity Disclosure Statement
3. Certificate of Non-Collusion
4. Tax Compliance Certificate
5. Disclosure Statement for a Transaction with a Public Agency Concerning Real Property
6. Certificate of Authority

Request for Proposals

Payment Proposal Form

Payments: Please write your proposal offer including proposed ground lease payments:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Note: Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.

Name of Respondent

Name of person signing proposal

Title

Address

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Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

Request for Proposals

Respondent Entity Disclosure Statement

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of a corporation give names of President and Treasurer; in case of a limited liability company give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and, in case of a trust, all trustees)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
---------	----------	--------

Business: _____

Home: _____

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

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(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: ZIP CODE TEL. #

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: ZIP CODE TEL. #

(4) If a Limited Liability Company

Full Legal Name: _____

State of Formation: _____

Principal Place of Business: ZIP CODE TEL. #

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: ZIP CODE TEL. #

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: ZIP CODE TEL. #

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Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

Request for Proposals

(5) If a Trust

Full Legal Name: _____

Recording Information: _____

State of Formation: _____

Full names and address of all trustees:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature of Proponent: _____

Title: _____

Date: _____

(Note: This Form must be included in the proposal submission)

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Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

Request for Proposals

Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Section 10 the following Certification must be provided:

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

(Please Print)

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

City

State

Zip Code

No award will be made without certification of the above.

(Note: This Form must be included in the proposal submission)

Request for Proposals

Certificate of Tax Compliance

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE MEDFIELD HOUSING AUTHORITY the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Returns and Paid ALL Mass. State and Town Taxes Required under Law.

Company Name

Street Address

Town or City

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

Social Security No.

or

Federal Identification No.

Certified by State Office of Minority and Women Business Assistance (SOMWBA)

Yes _____ Date of Certification _____

Failure to complete this form may result in rejection of bid and/or removal from Town Bid Lists.

Authorized Signature

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Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

Request for Proposals

(Note: This Form must be included in the proposal submission)

DISCLOSURE STATEMENT FOR

TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

See Exhibit A

(2) Type of Transaction, Agreement, or Document:

Disposition by Medfield Housing Authority

(3) Public Agency Participating in Transaction:

Medfield Housing Authority

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

Request for Proposals

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure

Request for Proposals

statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer

(Note: This Form must be included in the proposal submission)

Request for Proposals

Exhibit A

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Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052

Request for Proposals

Certificate of Authority
(To be used by corporations and limited liability companies)

At a duly authorized meeting of the Board of Directors/Members of

_____, held on _____,
(Name of Corporation/Limited Liability Company)

2021, it was VOTED, that _____, _____
(Name) (Title)

of this corporation/company, be and hereby is authorized to execute proposals, contracts and bonds in the name of said corporation/company, and to affix its seal thereto; and such execution of any proposal, contract or obligation in this corporation's/company's name on its behalf by such officer under seal of the corporation/company, shall be valid and binding upon the corporation/company.

I hereby certify that I am the secretary/authorized representative of the above named corporation/company and _____ is the duly elected officer
(Name)

as stated above of said corporation/company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this proposal.

(Date)

(Secretary)

Seal:

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Medfield Housing Authority, 30 Pound Street, Medfield, MA 02052