



Board of Selectmen
Meeting Packet
March 15, 2022

March 11, 2022

**TOWN OF MEDFIELD
WARRANT FOR THE ANNUAL TOWN MEETING
2022**

Article	Issue	Submitted By
1	Accept Annual Reports	Board of Selectmen
2	Perpetual Care	Cemetery Commissioners
3	Revolving Funds	Board of Selectmen
4	PEG Access and Cable Related Funds	Board of Selectmen
5	Elected Official Compensation	Board of Selectmen
6	Personnel Administration Plan	Board of Selectmen
7	FY2023 Operating Budget	Board of Selectmen
8	Transfer additional funds into the Municipal Buildings Stabilization Fund	Board of Selectmen
9	Appropriate funds from the Municipal Buildings Stabilization Fund for facilities capital projects	Capital Budget Committee
10	Transfer funds into the Capital Stabilization Fund	Board of Selectmen
11	FY2023 Capital Budget	Capital Budget Committee
12	FY2023 Water and Sewer Enterprise Fund Budgets	Board of Water and Sewerage
13	Prior Year Bills	Board of Selectmen
14	New School Building Committee Bylaw	Board of Selectmen
15	Amend Town Charter to Change the Name of the Board of Selectmen to Select Board	Board of Selectmen / Board of Selectmen Name Change Committee
16	Amend Zoning Table of Use Regulations to include food pantries	Planning Board

March 11, 2022

17	Amend Zoning Map (update Zoning Map)	Planning Board
18	Appropriate funds for an Elementary School Feasibility Study	Board of Selectmen
19	Open Space Plan	Conservation Commission/Land Use
20	Leash Bylaw Amendment	Board of Selectmen
21	Amend Existing or proposed PPBC bylaw or proposed new SBC bylaw to include Public Hearing Requirement	Citizens Petition
22	Bond authorization for the reconstruction of North Street	Board of Selectmen
23	Appropriate funds to repair a portion of the roof at the Blake Middle School / High School gym	Board of Selectmen / School Committee
24	Free Cash	



TOWN OF MEDFIELD

Office of the **BOARD OF SELECTMEN**

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Gustave H. Murby, Clerk
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March 15, 2022

Secretary Michael Kennealy
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

Dear Secretary Kennealy –

Thank you for providing us an opportunity to submit comments on the Draft Compliance Guidelines for Multi-family Districts Under Section 3A of the Zoning Act (“Draft Guidelines”). On February 15, 2022, the Board of Selectmen and Planning Board were briefed on the Draft Guidelines and legislation by Town Planner Sarah Raposa. Board members reviewed materials on the Executive Office of Housing and Economic Development (“EOHED”) website and discussed how the Draft Guidelines would impact Medfield.

The Town of Medfield continues to make progress towards the goals set out in our Housing Production Plan. We have increased our share of affordable housing units listed on the Subsidized Housing Inventory (“SHI”) from 4.53% in 2014 to 9.6% in 2021 (pre-decennial census). On February 22, 2022, the Department of Housing and Community Development approved the Town’s Housing Production Plan for 2022 to 2027 and we are continuing to take steps to encourage housing production in Medfield.

Since 2012, the Town has approved comprehensive permits for 8 housing developments, adding 292 units of housing, of which 136 are affordable units, and became a Housing Choice community. In 2021, the Town made progress on plans to dispose of two Town-owned parcels of land for housing construction: the “Hinkley South” parcel and the former Medfield State Hospital.

- The Hinkley South parcel is under agreement for the development of 24 housing units for seniors, 25% of which will be affordable. On March 3, 2022, the Zoning Board of Appeals approved the comprehensive permit for this project.

- In April 2021, the Town solicited proposals for the redevelopment of the former Medfield State Hospital. In November, the Board of Selectmen named a proposal for 334 housing units, 25% of which will be affordable, from Trinity Financial as the most advantageous. The Town is currently moving into a due diligence phase with Trinity ahead of a Town Meeting vote to approve the sale of the property. Should this project move forward, Medfield will find itself at approximately 15% SHI.

Each of these projects, as well as the Town's track record in granting comprehensive permits, demonstrates the Town's commitment to housing affordability and housing production. It is based on our success in implementing our Housing Production Plan and diversifying our housing stock that we offer the following comments on the proposed Multi-Family Zoning Requirement for MBTA Communities:

Classification of Medfield as an MBTA Community

We understand that Medfield's inclusion as an MBTA community is based upon Massachusetts General Laws Chapter 161 A, Section 1, but we request that the Executive Office of Housing and Economic Development work with the Legislature to revise the classification of municipalities defined as MBTA communities. Municipalities with direct MBTA access, unlike Medfield, have a significant advantage in being able to absorb additional housing units without a corresponding increase in car commuters, generating more pollution and traffic. Medfield would be unable to create any transit-oriented development, unlike many other communities that have commuter rail, bus, and other direct MBTA services.

Medfield supports the Commonwealth's [Sustainable Development Principles](#) which are referenced in the Draft Guidelines and which encourage concentration and mix of uses to revitalize city and town centers. We were recently awarded a grant from the Commonwealth to kick off a planning effort at evaluating and developing revisions to the Town's downtown zoning to encourage mixed use development as well as updating our open space residential bylaws.

The Planning Board anticipates drafting new zoning that will have been informed by its comprehensive planning effort with buy-in and support from residents and abutters. A collaborative, community-led effort is preferable to the process required in the legislation and Draft Guidelines, which is a top-down requirement of certain minimums. Zoning is meant to be an indicator of what a community would like to see, rather than prescriptive and 'one size fits all.'

Inclusionary Zoning

The Draft Guidelines require that multifamily units be allowed as of right. Revised Guidelines should confirm that zoning districts with inclusionary zoning are compliant. Any requirement to zone for such a significant amount of new housing without a mechanism to require an affordability component would impact the ability of municipalities to leverage market-rate development for additional affordable housing.

Reasonable Size Determination of 50 acres and Minimum Density of 15 units/acre

The Town of Medfield objects to the requirement that the minimum size of the district should be 50 acres and that the minimum density required is 15 units/acre. We understand that the minimum density is established by statute and cannot be changed in the Draft Guidelines, but we ask that EOHED work with the Legislature to provide greater flexibility for cities and towns, particularly those without MBTA service like Medfield. As noted, the Town is currently working on mixed-use zoning for the downtown area which could conceivably result in a mixed-use zoning district or overlay with varying levels of density that is based upon the outcomes of our planning process, rather than a top-down, one-size-fits-all requirement from the state government.

Setting a rigid reasonable size requirement at 50 acres also distorts potential densities for redevelopment opportunities on larger properties. The Medfield State Hospital District, has an anticipated density of 31.61 units per acre based on the rehab of existing building sizes and proposed unit count found in the Medfield State Hospital Reuse Plan; however, the District covers the entire Medfield State Hospital property of approximately 87 acres. At 15 units / acre, this would mean a zoning district with a minimum of 1,300 units. The Medfield State Hospital District grew out of a comprehensive planning process. Its goals included diversifying the Town's housing stock and the zoning district incorporated many of the Commonwealth's Sustainable Development Principles.

We respectfully request that the revised Guidelines reduce the minimum reasonable size requirement, or provide for greater flexibility for town-by-town determinations that take into account zoning districts that provide for by-right multifamily housing development, but that might have unique features not easily remedied by a one-size-fits-all rubric.

Infrastructure

We request that EOHED work to increase funding available under the MassWorks and Housing Choice grant programs to compensate cities and towns for what will be significant new infrastructure costs. Adding the number of units set out in the legislation and Draft Guidelines will increase demand on our roads, water and sewer infrastructure, and Town services.

Both MassWorks and the Housing Choice are very competitive grant programs that force municipalities to fight over a small amount of state funding. Housing Choice grants are limited to \$250,000 and the average MassWorks grant has declined in recent years, from \$2.5 million when the program first started in 2016 to \$1.2 million in 2022. These grant programs, as currently constituted, would not mitigate the burden that could be placed on cities and towns who see a significant increase in housing units in a very short time, as a result of complying with the legislation and Draft Guidelines. We also note that increasing incentives makes it more likely that cities and towns will adopt zoning in compliance with the legislation and Draft Guidelines.

Determination of Compliance

We request that EOHED revise its Draft Guidelines to reflect efforts of cities and towns that bring forward zoning that complies with the legislation and Draft Guidelines, even if those zoning changes are ultimately not adopted by Town Meeting. It is foreseeable that Planning Boards in some communities will draft and put forward zoning that complies, but which does not receive approval at Town Meeting. Communities who are making progress towards adopting new zoning should be provided additional time to comply.

Thank you for the opportunity to submit comments on the Draft Guidelines. If you have any questions, please do not hesitate to contact Kristine Trierweiler, Town Administrator, at ktrierweiler@medfield.net.

Sincerely,

Medfield Board of Selectmen, by:

Medfield Planning Board, by:

MBTA Multi-Family Districts Language within Chapter 358 of the Acts of 2020

SECTION 18. Said chapter 40A is hereby further amended by inserting after section 3 the following section:-

Section 3A. (a)(1) An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.

(b) An MBTA community that fails to comply with this section shall not be eligible for funds from: (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2EEEE of chapter 29; or (iii) the MassWorks infrastructure program established in section 63 of chapter 23A.

(c) The department, in consultation with the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, shall promulgate guidelines to determine if an MBTA community is in compliance with this section.



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

DRAFT Compliance Guidelines for Multi-family Districts
Under Section 3A of the Zoning Act

1. Overview of Section 3A of the Zoning Act

Section 18 of chapter 358 of the Acts of 2020 added a new section 3A to chapter 40A of the General Laws (the Zoning Act) applicable to MBTA communities (referred to herein as “Section 3A”). Subsection (a) of Section 3A provides:

An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.

The purpose of Section 3A is to encourage MBTA communities to adopt zoning districts where multi-family zoning is permitted as of right, and that meet other requirements set forth in the statute.

The Department of Housing and Community Development, in consultation with the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, is required to promulgate guidelines to determine if an MBTA community is in compliance with Section 3A. DHCD promulgated preliminary guidance on January 29, 2021. DHCD updated that preliminary guidance on December 15, 2021. These guidelines provide further information on how MBTA communities may achieve compliance with Section 3A.

2. Definitions

“Adjacent community” means an MBTA community with no transit station within its border or within 0.5 mile of its border.

“Age-restricted housing” means any housing unit encumbered by a title restriction requiring occupancy by at least one person age 55 or older.

“Bus service community” means an MBTA community with a bus station within its borders or within 0.5 miles of its border, or an MBTA bus stop within its borders, and no subway station or commuter rail station within its border, or within 0.5 mile of its border.

“Bus station” means a building located at the intersection of two or more public bus lines, within which services are available to bus passengers; provided that a bus station does not include a shelter or other structure without walls and a foundation.

“Chief executive officer” means the mayor in a city, and the board of selectmen in a town, unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

“Commonwealth’s sustainable development principles” means the principles set forth at <https://www.mass.gov/files/documents/2017/11/01/sustainable%20development%20principles.pdf> as such principles may be modified and updated from time to time.

“Commuter rail community” means an MBTA community with a commuter rail station within its borders, or within 0.5 mile of its border, and no subway station within its borders, or within 0.5 mile of its border.

“Developable land” means land on which multi-family housing units have been or can be permitted and constructed. Developable land shall not include land under water, wetland resource areas, areas lacking adequate water or wastewater infrastructure or capacity, publicly owned land that is dedicated to existing public uses, or privately owned land encumbered by any kind of use restriction that prohibits residential use.

“Gross density” means a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial, and other nonresidential uses.

“Housing suitable for families” means housing comprised of residential dwelling units that are not age-restricted housing, and for which there are no legal restriction on the number of bedrooms, the size of bedrooms, or the number of occupants.

“MBTA community” means a city or town that is: (i) one of the 51 cities and towns as defined in section 1 of chapter 161A; (ii) one of the 14 cities and towns as defined in said section 1 of said chapter 161A; (iii) other served communities as defined in said section 1 of said chapter 161A; or (iv) a municipality that has been added to the Massachusetts Bay Transportation Authority under section 6 of chapter 161A or in accordance with any special law relative to the area constituting the authority.” A list of MBTA communities is attached, including the designation of each MBTA community as a rapid transit community, a bus service community, a commuter rail community or an adjacent community for purposes of these compliance guidelines.

“Multi-family housing” means a building with 3 or more residential dwelling units or 2 or more buildings on the same lot with more than 1 residential dwelling unit in each building.

“Multi-family district” means a zoning district, including an overlay district, in which multi-family uses are allowed by right.

“Rapid transit community” means an MBTA community with a subway station within its borders, or within 0.5 mile of its border. An MBTA community with a subway station within its borders, or within 0.5 mile of its border, shall be deemed to be a rapid transit community even if there is one or more commuter rail stations or MBTA bus lines located in that community.

“Reasonable size” means not less than 50 contiguous acres of land with a unit capacity equal to or greater than the unit capacity specified in section 5 below.

“Residential dwelling unit” means a dwelling unit equipped with a full kitchen and bathroom.

“Unit capacity” means an estimate of the total number of multi-family housing units that can be developed as of right within the multi-family district, made in accordance with the requirements of section 5.b below.

3. General Principles of Compliance

a. These compliance guidelines describe how an MBTA community can comply with the requirements of Section 3A. The guidelines specifically address:

- What it means to permit multi-family housing “as of right”;
- The metrics that determine if a multi-family district is “of reasonable size”;
- How to determine if a multi-family district has a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code;
- The meaning of Section 3A’s mandate that “such multi-family housing shall be without age restrictions and shall be suitable for families with children”; and
- The extent to which MBTA communities have flexibility to choose the location of a multi-family district.

b. The following general principles have informed the more specific compliance criteria that follow:

- All MBTA communities should contribute to the production of new housing stock.
- MBTA communities with subway stations, commuter rail stations and other transit stations benefit from having these assets located within their boundaries and should provide opportunity for multi-family housing development around these assets. MBTA communities with no transit stations within their boundaries nonetheless benefit from being close to transit stations in nearby communities.
- MBTA communities should adopt multi-family districts that will lead to development of multi-family housing projects of a scale, density and character that are consistent with a community’s long-term planning goals.

- “Reasonable size” is a relative rather than an absolute determination. Because of the diversity of MBTA communities, a multi-family district that is “reasonable” in one city or town may not be reasonable in another city or town. Objective differences in community characteristics must be considered in determining what is “reasonable” for each community.
- To the maximum extent possible, multi-family districts should be in areas that have safe and convenient access to transit stations for pedestrians and bicyclists.

4. Allowing Multi-Family Housing “As of Right”

To comply with Section 3A, a multi-family district must allow multi-family housing “as of right,” meaning that the construction and occupancy of multi-family housing is allowed in that district without the need to obtain any discretionary permit or approval. Site plan review and approval may be required for multi-family uses allowed as of right. Site plan review is a process by which a local board reviews a project’s site layout to ensure public safety and convenience. Site plan approval may regulate matters such as vehicular access and circulation on a site, architectural design of a building, and screening of adjacent properties. Site plan review may not be used to deny a project that is allowed as of right, nor may it impose conditions that make it infeasible or impractical to proceed with a multi-family use that is allowed as of right.

5. Determining “Reasonable Size”

In making determinations of “reasonable size,” DHCD will take into consideration both the area of the district and the district’s multi-family unit capacity (that is, the number of units of multi-family housing that can be developed as of right within the district).

a. Minimum land area

Section 3A’s requirement that a multi-family district be a “reasonable size” indicates that the purpose of the statute is to encourage zoning that allows for the development of a reasonable amount of multi-family housing in each MBTA community. A zoning district is a specifically delineated land area with uniform regulations and requirements governing the use of land and the placement, spacing, and size of buildings. A district should not be a single development site on which the municipality is willing to permit a particular multi-family project. To comply with Section 3A’s “reasonable size” requirement, multi-family districts must comprise at least 50 acres of land—or approximately one-tenth of the land area within 0.5 mile of a transit station.

An overlay district is an acceptable way to achieve compliance with Section 3A, provided that such an overlay district should not consist of a collection of small, non-contiguous parcels. At least one portion of the overlay district land areas must include at least 25 contiguous acres of land. No portion of the district that is less than 5 contiguous acres land will count toward the minimum size requirement.

b. Minimum multi-family unit capacity

A reasonably sized multi-family district must also be able to accommodate a reasonable number of multi-family housing units as of right. MBTA communities seeking a determination of compliance with Section 3A must provide to DHCD an accurate assessment of the number of multi-family housing units that can be developed as of right within the multi-family district, referred to as the district’s unit capacity.

A compliant district's multi-family unit capacity must be equal to or greater than a specified percentage of the total number of housing units within the community. The required percentage will depend on the type of transit service in the community, as follows:

Category	Minimum multi-family units as a percentage of total housing stock
Rapid transit community	25%
Bus service community	20%
Commuter rail community	15%
Adjacent community	10%

The minimum unit capacity applicable to each MBTA community is determined by multiplying the number of housing units in that community by 0.25, 0.20, 0.15 or 0.10, depending on the type of service in that community. For example, a rapid transit community with 7,500 housing units is required to have a multi-family district with a multi-family unit capacity of $7,500 \times 0.25 = 1,875$ multi-family units. When calculating the minimum unit capacity, each MBTA community should use 2020 census data to determine the number of total housing units, unless another data source has been approved by DHCD.

When determining the unit capacity for a specific multi-family district, each MBTA community must estimate how many units of multi-family housing could be constructed on each parcel of developable land within the district. The estimate should take into account the amount of developable land in the district, as well as the height limitations, lot coverage limitations, maximum floor area ratio, set back requirements and parking space requirements applicable in that district under the zoning ordinance or bylaw. The estimate must also take into account the restrictions and limitations set forth in any other municipal bylaws or ordinances; limitations on development resulting from inadequate water or wastewater infrastructure, and, in areas not served by public sewer, any applicable limitations under Title 5 of the state environmental code or local septic regulations; known title restrictions on use of the land within the district; and known limitations, if any, on the development of new multi-family housing within the district based on physical conditions such the presence of waterbodies, and wetlands.

If the estimate of the number of multi-family units that can be constructed in the multi-family district is less than the minimum unit capacity, then the MBTA community must change the boundaries of the multi-family district or make changes to dimensional regulations applicable to that district (or to other local ordinances or bylaws) to allow for the development of a greater number of multi-family units as of right.

It is important to understand that a multi-family district's unit capacity is not a mandate to construct a specified number of housing units, nor is it a housing production target. Section 3A requires only that each MBTA community has a multi-family zoning district of reasonable size. The law does not require the production of new multi-family housing units within that district. There is no requirement nor expectation that a multi-family district will be built out to its full unit capacity.

In some communities, there may be a significant number of multi-family units already existing in the multi-family district; those communities should generally expect fewer new units to be produced in the district, because it is more fully built out. Conversely, there may be some communities with relatively little multi-family housing in its multi-family district; there generally will be more opportunity for new

housing production in those districts in which there is a large gap between unit capacity and the number of existing multi-family units.

6. Minimum Gross Density

Section 3A states that a compliant multi-family district must have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A. DHCD will deem a zoning district to be compliant with Section 3A's minimum gross density requirement if the following criteria are met.

a. District-wide gross density

Section 3A expressly requires that a multi-family district—not just the individual parcels of land within the district—must have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A. To comply with this requirement, the zoning must legally and practically allow for a district-wide gross density of 15 units per acre. The Zoning Act defines “gross density” as “a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses.”

To meet the district-wide gross density the municipality must demonstrate that the zoning for the district permits a gross density of 15 units per acre of land within the district, “include[ing] land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses.” By way of example, to meet that requirement for a 50-acre multi-family district, the municipality must show at least 15 existing or potential new multi-family units per acre, or a total of at least 750 existing or potential new multi-family units.

b. Achieving district-wide gross density by sub-districts

Zoning ordinances and bylaws typically limit the unit density on individual parcels of land. To comply with the statute's density requirement, an MBTA community may establish sub-districts within a multi-family district, with different density requirements and limitations for each sub-district, provided that the gross density for the district as a whole meets the statutory requirement of not less than 15 multi-family units per acre.

7. Determining Suitability for Families with Children

Section 3A states that a compliant multi-family district must be without age restrictions and must be suitable for families with children. DHCD will deem a multi-family district to comply with these requirements as long as the zoning does not require multi-family uses to include units with age restrictions and does not place any limits or restrictions on the size of the units, the number of bedrooms, the size of bedrooms, or the number of occupants.

8. Location of Districts

Section 3A states that a compliant multi-family district shall “be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.” DHCD will interpret that requirement consistent with the following guidelines.

a. General rule for measuring distance from a transit station.

To maximize flexibility for all MBTA communities, the distance from a transit station may be measured from the boundary of any parcel of land owned by a public entity and used for purposes related to the transit station, such as an access roadway or parking lot.

b. MBTA communities with some land area within 0.5 miles of a transit station

An MBTA community that has a transit station within its boundaries, or some land area within 0.5 mile of a transit station located in another MBTA community, shall comply with the statutory location requirement if a substantial portion of the multi-family district is located within the prescribed distance. Absent compelling circumstances, at least [one half] of the land area of the multi-family district should be located within 0.5 mile of the transit station. The multi-family district may include land areas that are further than 0.5 mile from the transit station, provided that such areas are easily accessible to the transit station based on existing street patterns and pedestrian connections.

In unusual cases, the most appropriate location for a multi-family district may be in a land area that is further than 0.5 miles of a transit station. Where none of the land area within 0.5 mile of transit station is appropriate for development of multi-family housing—for example, because it comprises wetlands or land publicly owned for recreation or conservation purposes—the MBTA community may propose a multi-family use district that has less than one-half of its land area within 0.5 miles of a transit station. To the maximum extent feasible, the land areas within such a district should be easily accessible to the transit station based on existing street patterns, pedestrian connections, and bicycle lanes.

c. MBTA communities with no land area within 0.5 miles of a transit station

When an MBTA community has no land area within 0.5 mile of a transit station, the multi-family district should, if feasible, be located in an area with reasonable access to a transit station based on existing street patterns, pedestrian connections, and bicycle lanes, or in an area that otherwise is consistent with the Commonwealth’s sustainable development principles—for example, near an existing downtown or village center, near an RTA bus stop or line, or in a location with existing under-utilized facilities that can be redeveloped into new multi-family housing.

9. Determinations of Compliance

DHCD will make determinations of compliance with Section 3A upon request from an MBTA community, in accordance with the following criteria and schedule. An MBTA community may receive a determination of full compliance when it has a multi-family district that meets all of the requirements of Section 3A. An MBTA community may receive a determination of interim compliance for a limited duration to allow time to enact a new multi-family district or amend an existing zoning district in order to achieve full compliance with Section 3A.

a. Requests for determination of compliance

When an MBTA community believes it has a multi-family district that complies with the requirements for Section 3A, as set forth in these guidelines, it may request a determination of compliance from DHCD. Such a request may be made for a multi-family district that was in existence on the date that Section 3A became law, or for a multi-family district that was created or amended after the enactment of Section 3A. In either case, such request shall be made on a form required by DHCD and shall include, at a minimum, the following information, which shall be provided in a format or on a template prescribed by DHCD:

General district information

- i. A map showing the municipal boundaries and the boundaries of the multi-family district;
- ii. A copy of those provisions in the municipal zoning code necessary to determine the uses permitted as of right in the multi-family district and the dimensional limitation and requirements applicable in the multi-family district;
- iii. A plan showing the boundaries of each parcel of land located within the district, and the area and ownership of each parcel as indicated on current assessor records;

Location of districts

- iv. A map showing the location of the nearest transit station and how much of the multi-family district is within 0.5 miles of that transit station;
- v. In cases where no portion of the multi-family district is located within 0.5 miles of a transit station, a statement describing how the development of new multi-family housing within the district would be consistent with the Commonwealth's sustainable development principles;

Reasonable size metrics

- vi. A calculation of the total land area within the multi-family district;
- vii. A calculation of the multi-family district's unit capacity, along with a statement describing the methodology by which unit capacity was determined, together with;
 - a. A description of the water and wastewater infrastructure serving the district, and whether that infrastructure is sufficient to serve any new multi-family units included in the unit capacity;
 - b. A description of any known physical conditions, legal restrictions or regulatory requirements that would restrict or limit the development of multi-family housing within the district;
 - c. The number and age of multi-family housing units already existing within the multi-family district, if any.

District gross density

- viii. The gross density for the multi-family district, calculated in accordance with section 6 of these guidelines.

Housing suitable for families

- ix. An attestation that the zoning bylaw or ordinance does not place any limits or restrictions on the size of the units, the number of bedrooms, the size of bedrooms, or the number of occupants in multi-family housing units within the multi-family district.

Attestation

- x. An attestation that the application is accurate and complete, signed by the MBTA community's chief executive officer.

As soon as practical after receipt of a request for determination of compliance, DHCD will either send the requesting MBTA community a notice that it has provided all of the required information, or identify the additional information that is required to process the request. Upon reviewing a complete application, DHCD will provide the MBTA community a written determination either stating that the existing multi-family use district complies with Section 3A, or identifying the reasons why the multi-family use district fails to comply with Section 3A and the steps that must be taken to achieve compliance.

An MBTA community shall be deemed to be in compliance with Section 3A for the period of time during which a request for determination of compliance, with all required information, is pending at DHCD.

b. Action plans and interim compliance—New or amended district

Many MBTA communities do not currently have a multi-family district of reasonable size that complies with all of the requirements set out in Section 3A and these guidelines. These MBTA communities must take affirmative steps towards the creation of a compliant multi-family district within a reasonable time. To achieve interim compliance, the MBTA community must, by no later than the dates specified in section 9.c, send to DHCD written notice that a new multi-family district, or amendment of an existing multi-family district, must be adopted to come into compliance with Section 3A. The MBTA community must then take the following actions to maintain interim compliance:

- i. *Creation of an action plan.* Each MBTA community must provide DHCD with a proposed action plan and timeline for any planning studies or community outreach activities it intends to undertake in order to adopt a multi-family district that complies with Section 3A. DHCD may approve or require changes to the proposed action plan and timeline by sending the MBTA community written notice of such approval or changes. Rapid transit communities and bus service communities must obtain DHCD approval of an action plan by no later than March 31, 2023. Commuter rail communities and adjacent communities must obtain DHCD approval of a timeline and action plan by no later than July 1, 2023.
- ii. *Implementation of the action plan.* The MBTA community must timely achieve each of the milestones set forth in the DHCD-approved action plan, including but not limited to the drafting of the proposed zoning amendment and the commencement of public hearings on the proposed zoning amendment.

- iii. *Adoption of zoning amendment.* An MBTA community must adopt the zoning amendment by the date specified in the action plan and timeline approved by DHCD. For rapid transit communities and bus service communities, DHCD will not approve an action plan with an adoption date later than December 31, 2023. For commuter rail communities and adjacent communities, DHCD will not approve an action plan with an adoption date later than December 31, 2024.
- iv. *Determination of full compliance.* Within [90] days after adoption of the zoning amendment, the MBTA community must submit to DHCD a complete application requesting a determination of full compliance. The application must include data and analysis demonstrating that a district complies with all of the compliance criteria set forth in these guidelines, including without limitation the district's land area, unit capacity, gross density and location.

During the period that an MBTA community is creating and implementing its action plan, DHCD will endeavor to respond to inquiries about whether a proposed zoning amendment will create a multi-family district that complies with Section 3A. However, DHCD will issue a determination of full compliance only after final adoption of the proposed zoning amendment and receipt of a complete application demonstrating the unit capacity.

c. Timeframes for submissions by MBTA communities

To remain in interim compliance with Section 3A, an MBTA community must take one of the following actions by no later than December 31, 2022:

- i. Submit a complete request for a determination of compliance as set forth in section 9.a above; or
- ii. Notify DHCD that there is no existing multi-family district that fully complies with these guidelines, and submit a proposed action plan as described in section 9.b above.

10. Renewals and Rescission of a Determination of Compliance

a. Term and renewal of a determination of compliance

A determination of compliance shall have a term of 10 years. Each MBTA community shall apply to renew its certificate of compliance at least 6 months prior to its expiration. DHCD may require, as a condition of renewal, that the MBTA community report on the production of new housing within MBTA community, and in the multi-family district that was the basis for compliance. Applications for renewal shall be made on a form proscribed by DHCD.

b. Rescission of a determination of compliance

DHCD reserves the right to rescind a determination of compliance if DHCD determines that (i) the MBTA community submitted inaccurate information in its application for a determination of compliance, (ii) the MBTA community amended its zoning or enacted a general bylaw or other rule or regulation that materially alters the Unit capacity in the applicable multi-family use district.

11. Effect of Noncompliance

If at any point DHCD determines that an MBTA community is not in compliance with Section 3A, that MBTA community will not be eligible for funds from the following grant programs: (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2E of chapter 29; or (iii) the MassWorks infrastructure program established in section 63 of chapter 23A. DHCD may, in its discretion, take non-compliance into consideration when making other discretionary grant awards.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # Medfield 2022-02

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of March, 2022 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 Kevin Duquette with an address of 6 Cambridge Street, Attleboro, MA 02703, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform tobacco compliance services, hereinafter referred to as the "Program" 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 Scope of Services 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 tobacco compliance services related to the Program in accordance with the Scope of Services provided in 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: February 1, 2022 through September 30, 2024.

6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A: \$50 per inspection, or \$50 per hour for meetings or additional work as specified in the 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. In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the tobacco compliance industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
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, and Professional Liability with minimum limits of \$1,000,000.00 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

Attachment A

Contract # Medfield 2022-02

Town of Medfield Tobacco Establishment Inspections Scope of Services and Compensation

Contractor Duties:

Performs inspections of Medfield Tobacco Sale Permitted Establishments in compliance with the State of Massachusetts Tobacco Control Regulations and the Town of Medfield's Tobacco Control Regulations, under the general direction of the Medfield Board of Health / Medfield Health Agent.*

- One inspection per year will be required by the Medfield Board of Health, unless notified otherwise.
- Any violations will be communicated to the Medfield Health Agent within 24 hours of the violation.
- A written report will be submitted to the Medfield Board of Health within 7 days of compliance checks if no violations.
- Re-inspections will be required for those establishment found in non-compliance.
- Contractor attends Health Department meetings/hearings (if necessary) as determined by Medfield Health Agent / Medfield Board of Health.

Contractor Compensation:

Routine Tobacco Compliance Inspection	\$50.00
Follow-up/re-inspection	\$50.00
Medfield Board of Health meeting/hearing attendance	\$50.00 per hour
Other work at the request of the Medfield Health Agent / Medfield Board of Health	\$50.00 per hour

* As of 3/1/2022, there are a total of 6 Tobacco sales permits in the Town of Medfield. Any additional permits issued during the contract will be communicated to the Tobacco Inspector

**EMPLOYMENT AGREEMENT BETWEEN
William C. Carrico II
AND THE TOWN OF MEDFIELD, MA**

THIS AGREEMENT, made and entered as of this **March 15, 2022** by and between the TOWN OF MEDFIELD, a municipal corporation (hereinafter referred to as the "Board of Selectmen") and William C. Carrico II., an individual (hereinafter referred to as the "Fire Chief").

DUTIES

The Chief will perform the functions and duties specified in the Town By-Laws and to perform such other legally permissible and proper duties and functions as outlined in the Fire Chief's job description and Chapter 48, Section 42 of the General Laws of the Commonwealth of Massachusetts. The control of the Fire Department shall remain with the Fire Chief as defined under MGL Ch. 48, § 42. His duties shall include but not be limited to the following:

A. The Chief shall supervise the daily operation of the Medfield Fire Department. The Chief shall supervise all department personnel.

B. The Chief shall prepare the proposals for the Fire Department budget, which are submitted to the Town Administrator, Warrant Committee, and the Board of Selectmen.

C. The Chief shall give oral and / or written reports to the Town Administrator and / or Board of Selectmen when requested or required in order to ensure that proper communication exists between the Board of Selectmen and the Fire Department.

D. The Chief shall be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the Town of Medfield.

E. The Chief shall oversee and be responsible for all equipment, vehicles and non-expendable items assigned to the Fire Department.

F. The Chief shall be responsible for all training programs for department personnel.

G. The Chief shall assign shifts and duties of all department personnel.

H. In consultation with the Town Administrator and Board of Selectmen and in recognition of their shared responsibility and authority, the Chief shall be responsible to maintain the discipline and good order of department personnel. In doing so, the Chief shall notify and consult with the Town Administrator when any officer engages in any conduct that might warrant discipline, including a written reprimand, suspension, and discharge. The Chief recognizes that, while the Chief makes the final decision on suspensions and discharges, the decision is subject to the Town Administrator's determination, as the Town's collective

bargaining agent, that it is consistent with the collective bargaining agreement between the Town and the Medfield Permanent Firefighters.

I. In consultation with the Town Administrator and in recognition of their shared responsibility and authority, the Chief shall administer and enforce any collective bargaining agreement, contract, personnel policies or by-laws applicable to any Fire Department personnel, including bringing to the attention of the Town Administrator any issues arising thereunder. The Chief recognizes that the Town Administrator serves as the Town's chief union negotiator and the Board of Selectmen make the final decision on grievances. To the extent requested and authorized by the Town Administrator, the Chief will assist in collective bargaining matters, including negotiations.

J. In accordance with Massachusetts General Laws Chapter 639, specifically Sections 1 & 13, the Chief shall serve as the Emergency Management Director for the Town of Medfield.

HOURS OF WORK; CELLPHONE AND VEHICLE

The Fire Chief shall generally work a forty (40) hour workweek. It is recognized that the Chief will be available for duty in cases of emergency. To this end, a cellular phone and pager will be provided for the Chief's use at the Town's expense.

The Fire Chief agrees to devote the amount of time and energy which he determines is reasonably necessary for the Chief to faithfully perform the duties of the Fire Chief. It is recognized that the Chief will be available for duty in cases of emergency. To this end, a cellular phone will be provided for the Chief's use at the Town's expense.

The Town shall provide a vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties and for his professional growth and development. It may be used by the Chief for personal reasons, since the Chief is "on-call" in the event of emergency.

It is recognized that the Chief may devote a great deal of time outside the normal office hours to fire department business. Therefore, the Chief shall be allowed to make adjustments in his schedule for time off so as not to adversely impact department operations.

TERM OF CONTRACT AND TERMINATION

This Agreement shall be for an initial term commencing July 1, 2021 and ending on June 30, 2022, subject, however, to termination during this one (1) year term as provided in this agreement.

DISCIPLINE OR DISCHARGE

During the term of this agreement, it is agreed that the Fire Chief can be suspended or removed for just cause in accordance with M.G.L. c. 48, § 42 upon proper notice and only after a hearing at which the Chief shall have the right to be represented by his counsel at his own expense. Before any such disciplinary hearing shall begin, the Chief shall be given advance notice thereof, together with a written statement of the charge or charges or other basis of the actions. The principles of progressive discipline shall apply. Any such suspension or removal shall suspend or terminate any applicable terms of this Contract. The Town recognizes the Chief's right to have any disciplinary hearing before the Board of Selectmen open to the public if the Chief so requests.

The Chief may appeal any suspension or removal by the Appointing Authority to an arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such arbitration shall be equally borne between the Chief and the Town. Each party shall be responsible for their own attorney's fees.

REMOVAL/SEVERANCE PAY

In addition to any of its other rights to end the Town's obligation under this Agreement, the Board can end the Town's obligation and the employment of the Fire Chief during the term of the Agreement, or any holdover period, by paying the Fire Chief

In addition to any of its other rights to end the Town's obligation under this Agreement, the Board can end the Town's obligation and the employment of the Fire Chief during the term of the Agreement, or any holdover period, by paying the Fire Chief severance of six (6) months' salary either in a lump sum or in the same increments as the Fire Chief receives his regular pay, or any combination thereof. At the Board's option, the severance payment can be paid in whole or part by relieving the Fire Chief of his duties and authority during the term of the agreement and paying severance for the remainder of the term. This section shall survive the termination of this Agreement, except that the Town will not be obligated to pay severance pay if the Town complies with its obligation under the non-renewal article set forth.

PAID ADMINISTRATIVE LEAVE

Nothing in this Agreement shall preclude the Town Administrator or the Board from relieving the Fire Chief of his duties and authority by placing the Fire Chief on paid administrative leave.

FIRE CHIEF NOTICE TO END AGREEMENT

The Fire Chief may end his obligation under this Agreement with three (3) months written notice to the Town Administrator or the Board.

PERFORMANCE EVALUATION

The Fire Chief and the Town Administrator shall meet annually for the purpose of reviewing the Chief's performance of his duties and responsibilities. These evaluations shall assess general performance as well as specific goals and objectives developed jointly by the Town Administrator, Board of Selectmen, and the Fire Chief. The Fire Chief shall have the opportunity to discuss an evaluation with the Town Administrator and the Board.

COMPENSATION

The Town agrees to pay the Fire Chief an annual, all-inclusive salary in installments on the same schedule as other Town employees:

- Effective July 01, 2021, the annual salary will be \$163,800
- Effective July 01, 2022, the annual salary will be \$167,895
- Effective July 01, 2023, the annual salary will be \$172,092
- Effective July 01, 2024, the annual salary will be \$176,395

There shall also be an additional stipend of \$4,000 (Four Thousand Dollars) annually for holding the position of Emergency Management Director.

UNIFORMS

It is recognized that the Chief shall wear regulation uniform on a daily basis at his discretion. The Town agrees that the Chief shall be reimbursed for the purchase and/ or maintenance of regulation uniforms or civilian attire as follows:

Clothing allowance of \$1,500.00 annually which will be used to pay for purchases of work clothing from vendors. Cleaning allowance of \$300.00 to be made on the first pay date in December.

The Town agrees to replace any personal property, equipment, or clothing worn by the Chief covered by this agreement if lost, stolen, or damaged in the official performance of his duties. Such expenses shall not be charged to the Chief's clothing allowance.

HEALTH INSURANCE AND DENTAL INSURANCE

The Town agrees that the Chief shall be entitled to participate in group health insurance coverage to the same extent and on the same terms as other Town Department Heads.

DEATH DURING TERM OF EMPLOYMENT

If the death of the Chief occurs during his term of employment, the Town shall pay to the Chief's estate all of the compensation that would otherwise have been payable to the Chief up to the date of the Chief's death. This includes but is not limited to unused vacation days, holidays, personal days.

VACATION, SICK AND PERSONAL LEAVE

The Fire Chief shall be entitled to vacation, sick, and personal Leave benefit under the terms set forth in the Town's Personnel Administration Plan for non-union personnel. However, the vacation, sick, and personal leave accruals will be consistent with the most senior officer in the department.

HOLIDAY PAY

Holiday pay shall be paid to the Chief for the following holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day
8. New Year's Day
9. Martin Luther King Day
10. Washington's Birthday
11. Patriot's Day
12. Memorial Day
13. Juneteenth

BEREAVEMENT LEAVE

The Fire Chief shall be granted Bereavement Leave benefit under the terms set forth in the Town's Personnel Administration Plan.

JURY DUTY

The Fire Chief shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Administration Plan.

INJURED ON DUTY

The Fire Chief shall be entitled to “injured on duty” benefits provided in MGL Chapter 41 Section 111F of The Massachusetts General Laws and medical expenses as provided in MGL Chapter 41 Section 100, as determined by the Board.

PROFESSIONAL DEVELOPMENT AND EXPENSES

The Town of Medfield recognizes its obligation to the professional development of the Fire Chief. The Town agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a Fire Chief. Any or all of the opportunities, including those set forth below, are subject to the Town’s ability to pay, which shall be determined by the Town Administrator.

The Town agrees that the Chief may attend seminar(s), conferences and courses, which in his judgment will be beneficial to his employment with the Town, preferably relating to Fire Department services or management.

The Chief will be reimbursed by the Town for all proper expenses and fees incurred while attending said conferences, seminars, and courses.

The Town agrees to pay for professional dues, subscriptions and fees reasonably related to the professional growth, development, education and training of the Fire Chief. The Chief shall be allowed membership in professional Fire Chiefs organizations and such other professional organizations deemed necessary and appropriate as may be mutually agreed upon by the Chief and The Board of Selectmen.

INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 9, the Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief’s duties (irrespective of whether the Fire Chief is on duty or off) to a maximum of \$1 million dollars, provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct. This section shall survive the termination of this Agreement or removal of the Chief for the Chief’s acts or omissions that occurred during his tenure as Chief.

RESIDENCY

The Fire Chief shall maintain a permanent residence within the fifteen (15) mile requirement under MGL 41 Section 99A.

NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of The Chief, except to the extent that such reduction is evenly applied “across the board” for all Department Heads of the Town or Town Meeting does not appropriate sufficient funds.

RENEWAL

The Board shall give the Fire Chief written notice of its intentions about renewing the Agreement no later than December 31, 2024 provided that the Fire Chief first notifies the Board in writing between September 1, 2024 and October 30, 2024, inclusive, asking the Board to provide him with written notice of its intentions about renewal no later than December 31, 2024.

MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.

APPLICABLE LAW

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement shall be determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this ____ day of March, 2022.

William C. Carrico II

**Board of Selectmen,
Town of Medfield**

**EMPLOYMENT AGREEMENT BETWEEN
William C. Carrico II
AND THE TOWN OF MEDFIELD, MA**

THIS AGREEMENT, made and entered as of this **March 15, 2022** by and between the TOWN OF MEDFIELD, a municipal corporation (hereinafter referred to as the "Board of Selectmen") and William C. Carrico II., an individual (hereinafter referred to as the "Fire Chief").

DUTIES

The Chief will perform the functions and duties specified in the Town By-Laws and to perform such other legally permissible and proper duties and functions as outlined in the Fire Chief's job description and Chapter 48, Section 42 of the General Laws of the Commonwealth of Massachusetts. The control of the Fire Department shall remain with the Fire Chief as defined under MGL Ch. 48, § 42. His duties shall include but not be limited to the following:

A. The Chief shall supervise the daily operation of the Medfield Fire Department. The Chief shall supervise all department personnel.

B. The Chief shall prepare the proposals for the Fire Department budget, which are submitted to the Town Administrator, Warrant Committee, and the Board of Selectmen.

C. The Chief shall give oral and / or written reports to the Town Administrator and / or Board of Selectmen when requested or required in order to ensure that proper communication exists between the Board of Selectmen and the Fire Department.

D. The Chief shall be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the Town of Medfield.

E. The Chief shall oversee and be responsible for all equipment, vehicles and non-expendable items assigned to the Fire Department.

F. The Chief shall be responsible for all training programs for department personnel.

G. The Chief shall assign shifts and duties of all department personnel.

H. In consultation with the Town Administrator and Board of Selectmen and in recognition of their shared responsibility and authority, the Chief shall be responsible to maintain the discipline and good order of department personnel. In doing so, the Chief shall notify and consult with the Town Administrator when any officer engages in any conduct that might warrant discipline, including a written reprimand, suspension, and discharge. The Chief recognizes that, while the Chief makes the final decision on suspensions and discharges, the decision is subject to the Town Administrator's determination, as the Town's collective

bargaining agent, that it is consistent with the collective bargaining agreement between the Town and the Medfield Permanent Firefighters.

I. In consultation with the Town Administrator and in recognition of their shared responsibility and authority, the Chief shall administer and enforce any collective bargaining agreement, contract, personnel policies or by-laws applicable to any Fire Department personnel, including bringing to the attention of the Town Administrator any issues arising thereunder. The Chief recognizes that the Town Administrator serves as the Town's chief union negotiator and the Board of Selectmen make the final decision on grievances. To the extent requested and authorized by the Town Administrator, the Chief will assist in collective bargaining matters, including negotiations.

J. In accordance with Massachusetts General Laws Chapter 639, specifically Sections 1 & 13, the Chief shall serve as the Emergency Management Director for the Town of Medfield.

HOURS OF WORK; CELLPHONE AND VEHICLE

The Fire Chief shall generally work a forty (40) hour workweek. It is recognized that the Chief will be available for duty in cases of emergency. To this end, a cellular phone and pager will be provided for the Chief's use at the Town's expense.

The Fire Chief agrees to devote the amount of time and energy which he determines is reasonably necessary for the Chief to faithfully perform the duties of the Fire Chief. It is recognized that the Chief will be available for duty in cases of emergency. To this end, a cellular phone will be provided for the Chief's use at the Town's expense.

The Town shall provide a vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties and for his professional growth and development. It may be used by the Chief for personal reasons, since the Chief is "on-call" in the event of emergency.

It is recognized that the Chief may devote a great deal of time outside the normal office hours to fire department business. Therefore, the Chief shall be allowed to make adjustments in his schedule for time off so as not to adversely impact department operations.

TERM OF CONTRACT AND TERMINATION

This Agreement shall be for a three (3) year term commencing July 1, 2022 and ending on June 30, 2025, subject, however, to termination during this three (3) year term as provided in this agreement.

DISCIPLINE OR DISCHARGE

During the term of this agreement, it is agreed that the Fire Chief can be suspended or removed for just cause in accordance with M.G.L. c. 48, § 42 upon proper notice and only after a hearing at which the Chief shall have the right to be represented by his counsel at his own expense. Before any such disciplinary hearing shall begin, the Chief shall be given advance notice thereof, together with a written statement of the charge or charges or other basis of the actions. The principles of progressive discipline shall apply. Any such suspension or removal shall suspend or terminate any applicable terms of this Contract. The Town recognizes the Chief's right to have any disciplinary hearing before the Board of Selectmen open to the public if the Chief so requests.

The Chief may appeal any suspension or removal by the Appointing Authority to an arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such arbitration shall be equally borne between the Chief and the Town. Each party shall be responsible for their own attorney's fees.

REMOVAL/SEVERANCE PAY

In addition to any of its other rights to end the Town's obligation under this Agreement, the Board can end the Town's obligation and the employment of the Fire Chief during the term of the Agreement, or any holdover period, by paying the Fire Chief

In addition to any of its other rights to end the Town's obligation under this Agreement, the Board can end the Town's obligation and the employment of the Fire Chief during the term of the Agreement, or any holdover period, by paying the Fire Chief severance of six (6) months' salary either in a lump sum or in the same increments as the Fire Chief receives his regular pay, or any combination thereof. At the Board's option, the severance payment can be paid in whole or part by relieving the Fire Chief of his duties and authority during the term of the agreement and paying severance for the remainder of the term. This section shall survive the termination of this Agreement, except that the Town will not be obligated to pay severance pay if the Town complies with its obligation under the non-renewal article set forth.

PAID ADMINISTRATIVE LEAVE

Nothing in this Agreement shall preclude the Town Administrator or the Board from relieving the Fire Chief of his duties and authority by placing the Fire Chief on paid administrative leave.

FIRE CHIEF NOTICE TO END AGREEMENT

The Fire Chief may end his obligation under this Agreement with three (3) months written notice to the Town Administrator or the Board.

PERFORMANCE EVALUATION

The Fire Chief and the Town Administrator shall meet annually for the purpose of reviewing the Chief's performance of his duties and responsibilities. These evaluations shall assess general performance as well as specific goals and objectives developed jointly by the Town Administrator, Board of Selectmen, and the Fire Chief. The Fire Chief shall have the opportunity to discuss an evaluation with the Town Administrator and the Board.

COMPENSATION

The Town agrees to pay the Fire Chief an annual, all-inclusive salary in installments on the same schedule as other Town employees:

- Effective July 01, 2021, the annual salary will be \$163,800
- Effective July 01, 2022, the annual salary will be \$167,895
- Effective July 01, 2023, the annual salary will be \$172,092
- Effective July 01, 2024, the annual salary will be \$176,395

There shall also be an additional stipend of \$4,000 (Four Thousand Dollars) annually for holding the position of Emergency Management Director.

UNIFORMS

It is recognized that the Chief shall wear regulation uniform on a daily basis at his discretion. The Town agrees that the Chief shall be reimbursed for the purchase and/ or maintenance of regulation uniforms or civilian attire as follows:

Clothing allowance of \$1,500.00 annually which will be used to pay for purchases of work clothing from vendors. Cleaning allowance of \$300.00 to be made on the first pay date in December.

The Town agrees to replace any personal property, equipment, or clothing worn by the Chief covered by this agreement if lost, stolen, or damaged in the official performance of his duties. Such expenses shall not be charged to the Chief's clothing allowance.

HEALTH INSURANCE AND DENTAL INSURANCE

The Town agrees that the Chief shall be entitled to participate in group health insurance coverage to the same extent and on the same terms as other Town Department Heads.

DEATH DURING TERM OF EMPLOYMENT

If the death of the Chief occurs during his term of employment, the Town shall pay to the Chief's estate all of the compensation that would otherwise have been payable to the Chief up to the date of the Chief's death. This includes but is not limited to unused vacation days, holidays, personal days.

VACATION, SICK AND PERSONAL LEAVE

The Fire Chief shall be entitled to vacation, sick, and personal Leave benefit under the terms set forth in the Town's Personnel Administration Plan for non-union personnel. However, the vacation, sick, and personal leave accruals will be consistent with the most senior officer in the department.

HOLIDAY PAY

Holiday pay shall be paid to the Chief for the following holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day
8. New Year's Day
9. Martin Luther King Day
10. Washington's Birthday
11. Patriot's Day
12. Memorial Day
13. Juneteenth

BEREAVEMENT LEAVE

The Fire Chief shall be granted Bereavement Leave benefit under the terms set forth in the Town's Personnel Administration Plan.

JURY DUTY

The Fire Chief shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Administration Plan.

INJURED ON DUTY

The Fire Chief shall be entitled to "injured on duty" benefits provided in MGL Chapter 41 Section 111F of The Massachusetts General Laws and medical expenses as provided in MGL Chapter 41 Section 100, as determined by the Board.

PROFESSIONAL DEVELOPMENT AND EXPENSES

The Town of Medfield recognizes its obligation to the professional development of the Fire Chief. The Town agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a Fire Chief. Any or all of the opportunities, including those set forth below, are subject to the Town's ability to pay, which shall be determined by the Town Administrator.

The Town agrees that the Chief may attend seminar(s), conferences and courses, which in his judgment will be beneficial to his employment with the Town, preferably relating to Fire Department services or management.

The Chief will be reimbursed by the Town for all proper expenses and fees incurred while attending said conferences, seminars, and courses.

The Town agrees to pay for professional dues, subscriptions and fees reasonably related to the professional growth, development, education and training of the Fire Chief. The Chief shall be allowed membership in professional Fire Chiefs organizations and such other professional organizations deemed necessary and appropriate as may be mutually agreed upon by the Chief and The Board of Selectmen.

INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 9, the Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties (irrespective of whether the Fire Chief is on duty or off) to a maximum of \$1 million dollars, provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct. This section shall survive the termination of this Agreement or removal of the Chief for the Chief's acts or omissions that occurred during his tenure as Chief.

RESIDENCY

The Fire Chief shall maintain a permanent residence within the fifteen (15) mile requirement under MGL 41 Section 99A.

NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of The Chief, except to the extent that such reduction is evenly applied “across the board” for all Department Heads of the Town or Town Meeting does not appropriate sufficient funds.

RENEWAL

The Board shall give the Fire Chief written notice of its intentions about renewing the Agreement no later than December 31, 2024 provided that the Fire Chief first notifies the Board in writing between September 1, 2024 and October 30, 2024, inclusive, asking the Board to provide him with written notice of its intentions about renewal no later than December 31, 2024.

MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.

APPLICABLE LAW

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement shall be determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this ____ day of March, 2022.

William C. Carrico II

**Board of Selectmen,
Town of Medfield**

MEMORANDUM OF AGREEMENT
between
TOWN OF MEDFIELD
and
MEDFIELD PERMANENT FIREFIGHTERS ASSOCIATION
LOCAL 4478, IAFF, AFL-CIO

The Town of Medfield (“the Town”) and the Medfield Permanent Firefighter Association Local 4478, IAFF, AFL-CIO (“the Union”) hereby agree that the collective bargaining agreement between the Town and the Association will be extended for three years, July 1, 2022 through June 30, 2025, with the following changes agreed to by the parties’ negotiating teams and set forth below. The bargaining teams shall sponsor and support the ratification of this Agreement by the Union and the Board of Selectmen. Failing ratification by both parties’ principals, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions. If ratified by both parties’ principals and funding for the economic items is appropriated by Town Meeting, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the unchanged provisions of the 2022 to 2025 Agreement.

1. **Amend Article XXVII:** Duration: July 1, 2022 to June 30, 2025
2. **Amend Article VI:** Classification of Positions and Pay Schedule:

c. Salary Schedule

- Effective the first full pay period after July 1, 2022 increase the base salary schedule of all members by 3%
- Effective the first full pay period after July 1, 2023 increase the base salary schedule for all members by 3%
- Effective the first full pay period after July 1, 2024 increase the base salary schedule for all members by 3%.
- Effective the first full pay period after July 1, 2022 the Cleaning Allowance of \$300 will be eliminated and rolled into base pay for all members.

FF/EMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7/1/2022	\$ 27.65	\$ 28.45	\$ 29.22	\$ 30.08	\$ 30.92	\$ 31.84	\$ 32.70	\$ 33.63
7/1/2023	\$ 28.43	\$ 29.26	\$ 30.06	\$ 30.94	\$ 31.81	\$ 32.75	\$ 33.64	\$ 34.60
7/1/2024	\$ 29.25	\$ 30.10	\$ 30.92	\$ 31.82	\$ 32.72	\$ 33.69	\$ 34.61	\$ 35.59

FF/AEMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7/1/2022	\$ 28.57	\$ 29.37	\$ 30.14	\$ 31.00	\$ 31.84	\$ 32.76	\$ 33.62	\$ 34.55
7/1/2023	\$ 29.35	\$ 30.18	\$ 30.98	\$ 31.86	\$ 32.73	\$ 33.67	\$ 34.56	\$ 35.52
7/1/2024	\$ 30.17	\$ 31.02	\$ 31.84	\$ 32.74	\$ 33.64	\$ 34.61	\$ 35.53	\$ 36.51

FF/MEDIC	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7/1/2022	\$ 30.17	\$ 30.97	\$ 31.74	\$ 32.60	\$ 33.44	\$ 34.36	\$ 35.22	\$ 36.15
7/1/2023	\$ 30.95	\$ 31.78	\$ 32.58	\$ 33.46	\$ 34.33	\$ 35.27	\$ 36.16	\$ 37.12
7/1/2024	\$ 31.77	\$ 32.62	\$ 33.44	\$ 34.34	\$ 35.24	\$ 36.21	\$ 37.13	\$ 38.11

CAPT/EMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2022	\$ 36.14	\$ 36.83	\$ 37.53	\$ 38.25	\$ 38.99	\$ 39.74
7/1/2023	\$ 37.19	\$ 37.90	\$ 38.62	\$ 39.36	\$ 40.11	\$ 40.89
7/1/2024	\$ 38.26	\$ 38.99	\$ 39.74	\$ 40.50	\$ 41.28	\$ 42.07

CAPT/AEMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2022	\$ 37.06	\$ 37.75	\$ 38.45	\$ 39.17	\$ 39.91	\$ 40.66
7/1/2023	\$ 38.11	\$ 38.82	\$ 39.54	\$ 40.28	\$ 41.03	\$ 41.81
7/1/2024	\$ 39.18	\$ 39.91	\$ 40.66	\$ 41.42	\$ 42.20	\$ 42.99
CAPT/MEDIC	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2022	\$ 38.66	\$ 39.35	\$ 40.05	\$ 40.77	\$ 41.51	\$ 42.26
7/1/2023	\$ 39.71	\$ 40.42	\$ 41.14	\$ 41.88	\$ 42.63	\$ 43.41
7/1/2024	\$ 40.78	\$ 41.51	\$ 42.26	\$ 43.02	\$ 43.80	\$ 44.59

3. Amend Article XI Personal Leave

Replace existing section with the following:

Effective July 1, 2022, members of the MPFA, upon completion of 30 days regular full-time employment, employees shall be allowed three (3) hours of personal time off with pay for each completed month of service. Such personal time must be taken within one (1) year of being earned, and scheduled with the approval of the Fire Chief. For purposes of administration, in subsequent years of employment after the first full year of employment, eligible employees will be credited with thirty six (36) hours of personal time, effective January first of each year.

4. Amend Article VIII Holidays

- Add Juneteenth to the list of holidays

5. Amend Article IX Vacations

Add the following new section:

- e. Vacation Buyback. MPFA Members with at least five (5) years of service in the Medfield Fire Department may be allowed to buyback up to ninety six (96) hours of vacation time at their regular hourly rate.

Members wishing to utilize the vacation buy back must notify the Fire Chief in writing by September 1st. Buyback shall be paid to the requesting member by September 30th. Vacation buy back shall not apply to any vacation leave carryover previously granted by the Fire Chief.

6. New Article: Article XXXI Physical Fitness Incentive

- A. Indoor Course will be developed by the Fire Chief with standards to be agreed upon by the Fire Chief and Union.
- B. Physical fitness incentive course will be offered twice a year in the months of October and May.
- C. Physical fitness incentive course shall be administered by the Fire Chief.
- D. Physical fitness incentive course is a pass/fail event.
- E. All members participating in the physical fitness incentive course shall be covered by the provision of Article XVIII of the collective bargaining agreement.
- F. Results of the physical fitness incentive course shall not be used for any other purpose than payment of the incentive stipend.
- G. Members are only eligible to receive the physical fitness incentive payment once per fiscal year.
- H. Members who successfully pass the physical fitness incentive in the respective fiscal year shall receive a \$500.00 incentive to be paid in the next payroll opportunity.

7. New Article: Article XXXII Residency Requirement

Town and Union recognize and accept the requirements of MGL Chapter 41, Section 99A relative to the residency requirements for Town of Medfield Firefighters/Captains. It is agreed by the parties that employees hired prior to July 1, 2022, who as of that date reside in a community beyond the 15 mile limit may continue to reside in their current communities, but may not relocate to any community whose distance to Medfield is greater than their current location. All other members hired after July 1, 2022 must adhere to the provisions of MGL Chapter 41, Section 99A as a condition of employment. For the purposes of this section, the fifteen (15) miles shall be measured from the closest Town of Medfield border to the closest border of the community of residence.

8. New Article: Article XXXIII Health Care Screening

The Town of Medfield will provide a once annual optional health care screening for all members. The company/vendor and list of health care screening options

will be chosen annually by the Fire Chief and the MPFA. Results of the screening are private to the member.

9. Amend Article V Grievance and Arbitration Procedure

Add Items in **Bold**

Step 1. The grievance shall be submitted to the Fire Chief. Within fourteen (14) calendar days, the Chief will meet with the Grievant and/or a representative of the MPFA, who shall provide him with any information in support of the grievance. **Fire Chief shall provide a response to the grievance in writing.** No allowing of a grievance or settlement of a grievance is binding on the Town unless approved by the Town Administrator.

Step 2. If no disposition of the grievance to the satisfaction of the employee has been made in fourteen (14) calendar days after presentation to the Chief, within fourteen (14) calendar days thereafter, the employee and representative of the MPFA shall give written notice to the Town Administrator reciting the intermediate steps taken and submitting a written statement of the grievance and within fourteen (14) calendar days the Town Administrator through its designee shall meet with the MPFA designee and the employee to discuss the matter. **Town Administrator shall provide a response to the grievance in writing.**

10. Amend Article VI Classification of Positions and Pay Schedule

Add Items in **Bold**

Firefighter Certification

Certification is the verification that a candidate has successfully completed an evaluation of his/her knowledge, skills and abilities against the national standard. To be eligible for the following certifications stipend, you must be certified to NFPA 1001 Firefighter 1 and 2 through Pro-Board or another governing body as approved by the Fire Chief. The maximum amount paid is \$1,000 annually and will be paid in the first pay period in December. The stipend will not be included in the calculation of any other compensation including the overtime rate.

Fire Officer 1	\$250.00
Fire Officer 2	\$250.00
Fire Instructor 1	\$250.00
Fire Instructor 2	\$250.00

11. Amend Article VI EMT Certification

Add Items in **Bold**

EMT Certification

Maintaining EMT certification is a condition of employment. Each member of the MPFA who maintains the EMT certification for the entire calendar year shall receive an EMT stipend.. EMT-P certification and Massachusetts license as a Paramedic is a condition of employment for all members hired on or after July 1, 2014. **Effective July 1, 2022 the Fire Chief may offer employment to a FF/Paramedic candidate still enrolled in Paramedic School. Successful completion of Paramedic certification and MA licensure must take place within six (6) months of date of hire.**

12. Amend Article VI EMT Certification and EMT-P Compensation

Replace Stipends with the following in **Bold**

Effective July 1, 2022 the stipends will be as follows:

EMT	\$3,000
AEMT	\$5,000
EMT-P	\$8,500

Effective July 1, 2022 the EMT, AEMT, and EMT-P stipend shall be included in the calculation of the member's hourly rate.

Remove the following section **EMT-P Compensation**

In addition to their regular pay, effective July 1, 2018, an EMT-P shall receive a stipend of \$7,500 (seven thousand and five hundred dollars) for the entire calendar year to be paid in the first pay period of December. The stipend shall be pro-rated for any portion of the calendar during which services are provided. The stipend will compensate the EMT-P for providing the services and maintaining the EMT-P certification. The stipend will not be included in the calculation of any other compensation, including the overtime rate.

13. Amend Article XV Uniforms and Equipment

Remove the following from the Article:

c. The Town shall annually pay to each member of the MPFA a uniform cleaning allowance of \$300 payable the first pay period in December.

14. Language Edits

- Incorporate terminology of Captain and replace Lieutenant where applicable
- Remove Appendices A, B and D
- **Make Appendix C, Appendix A**
- Remove Article VI Part A in reference to Appendix A (renumber as necessary)
- Remove the stricken language from Article VI, Part C
- Edit Article VII Hours of Work and Overtime:
 - Remove Letters b, d, e, f, g, h, i, j, k

**FIREFIGHTERS ASSOCIATION
LOCAL 4478, IAFF, AFL-CIO**

TOWN OF MEDFIELD

Dated:

Dated:



Brittney Franklin <bfranklin@medfield.net>

Re: Council on Aging

Brittney Franklin <bfranklin@medfield.net>
To: Brittney Franklin <bfranklin@medfield.net>

Fri, Mar 11, 2022 at 12:47 PM

-----Original Message-----

From: Laurel Scotti [REDACTED]
To: Michael Marcucci <selectmanmarcucci@gmail.com>; Gus Murby <gmurby@earthlink.net>; Osler Peterson <osler.peterson@verizon.net>
Cc: Roberta Lynch <rlynch@medfield.net>
Sent: Fri, Feb 18, 2022 11:31 am
Subject: Council on Aging

Gentlemen:

A bit belated, but I am most interested in serving on the Board of the Council on Aging - which we seniors refer to as "The Center". I say belated as Roberta had invited me to do so a few months ago.

I would like to be a part of the process that continues the programs Roberta has worked so hard to implement, as well as the dreams of what is to come. I am sure opportunities not yet identified will come to light with the senior housing development planned as the Center's neighbor. As a "young" senior, I hope to encourage more of this population to enjoy all that the Center offers.

I look forward to your response.

Best,

Laurel Scotti

--

Brittney Franklin
Assistant to the Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052
o: 508-906-3012
c: 399-206-9225

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

March 7, 2022

Dear Board of Selectmen,

On behalf of the Council on Aging, I would like to support Laurel Scotti for the open position on the Council on Aging Board. Ms. Scotti has a wide range of involvement in town committees and organizations. She served with me on the Town Wide Master Planning Committee and currently a member of the Way Finding Committee. She has also been involved with the Historical Society, the Dwight Derby House, the Holiday Stroll and the Medfield Garden Club. More importantly, she is a relatively new participant at the Center, which brings new ideas and possibilities.

Thank you,

A handwritten signature in black ink, appearing to read "Roberta Lynch", written in a cursive style.

Roberta Lynch, Director
Medfield Council on Aging

MIIA HEALTH BENEFITS TRUST
Renewal Proposal 7/1/2022 - 6/30/2023
Medfield

MONTHLY CONTRIBUTION RATES				
PRODUCTS		CURRENT	RENEWAL	
		RATES	RATES	INCREASE
Blue Care Elect Preferred Value Plus	Individual	\$864.59	\$894.85	3.50%
	Family	\$2,249.97	\$2,328.72	3.50%
Access Blue NE Saver	Individual	\$725.97	\$751.38	3.50%
	Family	\$1,888.51	\$1,954.61	3.50%
HMO Blue NE Value Plus	Individual	\$855.82	\$885.77	3.50%
	Family	\$2,226.32	\$2,304.24	3.50%

Renewal rates are based on final plan design and enrollment.

Senior plans will renew on January 1, 2023.

Please provide a copy of the in-force PEC or IAC agreement, if applicable.

Signed commitment is due on or before April 1, 2022.

Renewal rates are based on continuing the current enrollment level.

Signature for Acceptance of Rates	Title	Date
Print Name		

Informational



Fios® TV Programming Change

On or after March 31, 2022, Fox Life network (channel 1582) will be discontinued by the content provider. This channel will be removed from the Fios TV channel lineup.



Fios® TV Programming Change

On or after April 25, 2022, the following networks will no longer be available in certain Fios TV packages, as shown below:

American Heroes Channel - Fios TV Extreme HD (channels: 125 SD/ 625 HD); Destination America- Fios TV Extreme HD (channels: 168 SD/ 668 HD); Discovery Family- Fios TV Extreme HD (channels: 259 SD/ 789 HD); Cooking Channel (channels: 163 SD/ 663 HD):

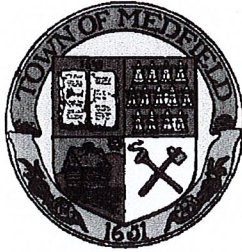
- Extreme HD TV
- Fios TV Essentials
- Fios TV Premier
- Fios TV Select HD
- Custom TV Lifestyle & Reality
- Custom TV Home & Family

Science Channel (channels 122 SD/ 622 HD):

- Fios TV Extreme HD
- Custom TV Home & Family
- Fios TV Preferred HD

To learn about alternative packages that may suit your needs, please call 800.VERIZON.

BOS



TOWN OF MEDFIELD

Office of the

Board of Appeals on Zoning

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

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

NOTICE OF DECISION

APPLICANT: Medfield Holdings, LLC

DECISION DATE: March 2, 2022

DATE OF FILING DECISION: March 4, 2022

DECISION NUMBER: 1430

At a public hearing held on March 2, 2022 the Town of Medfield Zoning Board of Appeals, acting in the above referenced matter, approved with conditions the requested Comprehensive Permit, G.L. c. 40B, §§ 20-23 to construct a twenty-four (24) unit age-restricted home ownership development on property located off Ice House Road (known as "Hinkley South"), Medfield, Massachusetts, on Assessors Map 64, Parcel 001.

Appeals, if any, by any party other than the Applicant, shall be made pursuant to Massachusetts General Laws, Chapter 40A, s. 17, and shall also be filed within twenty (20) days after the filing of this notice in the Office of the Town Clerk, Town Hall, Medfield, Massachusetts. Any appeal by the Applicant shall be filed with the Housing Appeals Committee pursuant to G. L. c. 40B, § 23, within twenty (20) days after the filing of this notice in the Office of the Town Clerk.

Copies of the decision may be obtained at the office of the Board of Appeals in person, via email, or from the Town's website: www.town.medfield.net > Boards and Committee > Zoning Board of Appeals under "ZBA Decisions."

Sarah Raposa
Town Planner
(508) 906-3027
sraposa@medfield.net

3 ICE HOUSE RD.	56-044
	LUC: 930
2 ICE HOUSE RD.	56-045
	LUC: 930
HARDING ST	64-001
	LUC: 930
HARDING ST	64-111
	LUC: 930
TOWN OF MEDFIELD	
459 MAIN ST	
MEDFIELD, MA 02052	

MEMORANDUM

Date: March 3, 2022

To: Town of Medfield

From: Doug Kelleher & Erin Doherty, Epsilon Associates Inc.

Subject: **Medfield State Hospital, Medfield**

Epsilon understands that the Town of Medfield is currently engaged in a process to potentially dispose of portions of the former Medfield State Hospital campus. A section of the original campus comprising 127 acres, including sixty-four (64) buildings, sites, structures, objects and landscape features, was transferred from the Commonwealth of Massachusetts to the Town of Medfield in 2014. At that time, the Town did not have a specified reuse for the property.

The Town has since issued a Request for Proposals (RFP) for the redevelopment of portions of the campus, and Epsilon understands that a proposal to rehabilitate the campus's buildings utilizing state and federal historic rehabilitation tax credits was submitted. Epsilon further understands that the Town is evaluating whether the "Arboretum" area of the campus could be excluded from the disposition parcel and held for a future, separate development which could potentially include the demolition of the nine (9) existing buildings located on the Arboretum parcel.

To clarify the impact of the potential future demolition on a developer's ability to secure state and federal historic tax credits for the rehabilitation of other campus buildings, the Town engaged Epsilon to seek a Preliminary Determination from the National Park Service (NPS) and the Massachusetts Historical Commission (MHC). This memorandum is intended to provide information on the state and federal historic tax credit programs, and outline the information received from NPS and MHC regarding the impact of potential demolition activity on a developer's ability to obtain historic tax credits for the rehabilitation of buildings on the core campus.

Historic Rehabilitation Tax Credits

The Medfield State Hospital was listed in the National Register of Historic Places in 1994 as part of a Multiple Property Submission for Massachusetts State Hospitals and State Schools. As such, rehabilitation of buildings on the campus could qualify for both the state and federal historic tax credit programs.

Massachusetts Historic Rehabilitation Tax Credit Program

The MHRTC program is available on a competitive basis for income-producing buildings which are determined a “qualified historic structure” by the MHC and which are substantially rehabilitated and determined a certified rehabilitation by the MHC. Under the MHRTC program, up to 20 percent of the total qualified rehabilitation expenditures is returned to the owner in the form of a dollar-per-dollar credit on state income taxes. Rehabilitation expenditures need to meet or exceed 25% of the adjusted basis of the property. Currently, each year \$55 million is available in tax credits through this competitive program. Successful certification of the completed project by MHC and securing the subsequent tax benefits is dependent upon rehabilitation work that meets the Secretary of the Interiors Standards for the Rehabilitation of Historic Properties (“the Standards”).

Federal Historic Preservation Investment Tax Credits

The federal historic preservation investment tax credits are also available for income-producing buildings which are listed in or are eligible for listing in the National Register and which are substantially rehabilitated according to the Standards. Under this program, 20 percent of the total qualified rehabilitation costs are provided to the owner in the form of a dollar-per-dollar credit toward federal income taxes. Unlike the state program, there is no annual cap on the federal credits. While the MHC has a review and comment role in the process, the National Park Service has the final decision-making authority regarding certification of the completed rehabilitation. Similar to the state program, successful certification of the completed project, and obtaining the subsequent tax benefits, is dependent upon rehabilitation work that meets the Standards.

Preliminary Determination Request

The NPS’s Technical Preservation Services (TPS) division provides an opportunity for project proponents to consult with staff early in the planning process of projects to seek guidance known as a Preliminary Determination. Preliminary Determinations are advisory in nature only, are limited a specific issue, and are not a complete review of a given project. The NPS TPS staff generally conveys guidance orally only and not in written format. The NPS TPS staff generally consults with the State Historic Preservation Office in evaluating Preliminary Determination requests.

On behalf of the Town of Medfield, Epsilon submitted a request for Preliminary Determination from MHC and NPS on January 18, 2022. The request specifically sought guidance regarding the ability for a developer to secure historic tax credits for the proposed redevelopment of campus buildings, despite the possible exclusion of the buildings in the Arboretum parcel from the project, and the potential demolition of the Arboretum buildings by a separate party in the future.

While the NPS TPS staff declined to provide guidance in writing, a consultation was conducted by phone with Epsilon following their review of the request and NPS’s discussions with MHC. Epsilon also consulted by phone directly with the MHC staff. NPS advised that projects are defined by ownership as outlined in the program regulations. Specifically, *“Owner means a person, partnership, corporation, or public agency holding a fee-simple interest in a property or any other person or entity recognized by the*

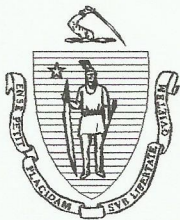
Internal Revenue Code for purposes of the applicable tax benefits” (36 CFR 67.2). Therefore, they explained, NPS’s determination of the physical parameters of a project is limited to work on those buildings or land owned by the entity seeking historic tax credits.

As a result, if the Medfield State Hospital disposition parcel were segmented, and a developer of the core campus had no ownership stake in the Arboretum parcel, any redevelopment activities at the Arboretum parcel (including demolition of the existing buildings) would not be considered a part of the tax credit project as defined by the NPS. The potential demolition of buildings at the Arboretum, if undertaken by a separate owner, would not be included in the NPS or MHC’s evaluation of whether the proposed rehabilitation activities at the core campus meet the Standards. The scope of their review would be limited to rehabilitation work within the core campus ownership parcel only. While the MHC and NPS staff expressed a preference that demolition of any historic structures at the campus be avoided, including the existing buildings on the Arboretum parcel, both entities indicated that demolition activity would not be prejudicial for a developer of the core campus.

Although the federal historic tax credits are available for income-producing buildings which are listed in or are eligible for listing in the National Register, in order to utilize the federal rehabilitation investment tax credit, the property must ultimately be a “certified historic structure,” e.g. listed in the National Register. While as noted above, the Medfield State Hospital campus was listed on the National Register of Historic Places in 1994, Epsilon also requested clarification in our consultation with NPS regarding the impact of the potential further demolition on the district’s National Register status. NPS TPS staff indicated that any action regarding the delisting of the property (i.e. removal of a property from the National Register) as a result of future demolition would need to be initiated by MHC. MHC historically has not pursued delisting of National Register properties. Given the secondary nature of the buildings in the Arboretum parcel, and based on past precedent with the National Register program in Massachusetts, future demolition of these buildings is not likely to result in the delisting of the property. Therefore, the potential demolition should not impact a developer’s ability to secure federal historic tax credits as it relates to the National Register status of the core campus buildings.

As indicated above, NPS and MHC’s guidance offered in the Preliminary Determination is non-binding and as indicated by NPS TPS staff does not constitute a certification decision for the purposes of obtaining tax credits.

Thank you for the opportunity to assist in the due diligence phase of this important project. If you have any questions, please do not hesitate to contact us at (978) 897-7100.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn Polito, Lieutenant Governor ♦ Jennifer D. Maddox, Undersecretary

March 1, 2022

Mr. Michael Marcucci, Chair
Medfield Board of Selectman
Town House/ 459 Main Street
Medfield, MA 02052

RE: Housing Production Plan - Approved

Dear Mr. Marcucci:

The Department of Housing and Community Development (DHCD) approves the Medfield Housing Production Plan (HPP) pursuant to 760 CMR 56.03(4). The effective date for the HPP is February 23, 2022, the date that DHCD received a complete plan submission. The HPP has a five-year term and will expire on February 22, 2027.

- Approval of your HPP allows the Town to request DHCD's Certification of Municipal Compliance when housing units affordable to low and moderate income households have been produced during one calendar year, during the unit's initial year of eligibility totaling at least 0.5% (21 units) of year round housing units.
- All units produced are eligible to be counted on the Subsidized Housing Inventory (SHI). If you have questions about eligibility for the SHI, please visit our website at: www.mass.gov/dhcd.
- All units have been produced in accordance with the approved HPP and DHCD's Guidelines.

I applaud your efforts to plan for the housing needs of Medfield. Please contact Phillip DeMartino, Technical Assistance Coordinator, at (617) 573-1357 or Phillip.DeMartino@mass.gov if you need assistance as you implement your HPP.

Sincerely,

A handwritten signature in blue ink, appearing to read "Louis Martin".

Louis Martin
Director, Division of Community Services

cc: Senator Paul R. Feeney
Representative Denise C. Garlick
Kristine Trierweiler, Town Administrator, Medfield
Sarah Raposa, AICP, Town Planner, Medfield



SURVEY AVAILABLE IN:
ENGLISH
PORTUGUÊS (BRASIL)
ESPAÑOL



**MEDFIELD OUTREACH IS CONDUCTING AN
ANONYMOUS,
MEDFIELD COMMUNITY SURVEY
MIND SHARING
YOUR
THOUGHTS?
WE'D BE SO GRATEFUL!**

**Are you a Medfield resident?
Do you work for the Town of Medfield?**

**SCAN THIS QR CODE TO
ACCESS THE SURVEY**



It only takes 10 minutes, or less!

***The last day to fill out the survey is Sunday, March 27th.**

Contact Medfield Outreach with any questions at medfieldoutreach@medfield.net

This survey was made possible thanks to the generosity of the Medfield Foundation Legacy Fund.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO



February 17, 2022

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

Dear Kristine Trierweiler, Town Administrator

We are pleased to inform you that we anticipate Chapter 90 local transportation aid funding for Fiscal Year 2023 will total \$200 million statewide, pending final legislative approval.

This letter certifies that, pending final passage of the bond authorization, your community's Chapter 90 apportionment for Fiscal Year 2023 is \$412,439.00. This apportionment will automatically be incorporated into your existing 10-year Chapter 90 contract, and will also be listed on the MassDOT website www.massdot.state.ma.us/chapter90.

The Chapter 90 Program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work and raise a family.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor