



TOWN OF MEDFIELD MEETING NOTICE

Posted:

Town Clerk

Posted in accordance with the provisions of MGL Chapter 39 Section 23A, as amended

Due to the COVID-19 emergency, this meeting will take place remotely. Members of the public who wish to view or listen to the meeting may do so by joining via the web, or a conference call.

1. To join online, use this link:
 - a. <https://zoom.us/j/95650907195?pwd=YkNmZHRoR3NWNUE0V0htZWVWUT09>
 - b. Enter Password: 636000

2. To join through a conference call, dial 929-436-2866 or 312-626-6799 or 253-215-8782 or 301-715-8592 or 346-248-7799 or 669-900-6833
 - a. Enter the Webinar ID: 956 5090 7195
 - b. Enter the password: 636000

Board of Selectmen Revised **Board or Committee**

PLACE OF MEETING	DAY, DATE, AND TIME
Remote Meeting held on Zoom	Tuesday, July 28, 2020 at 7:00 pm

Agenda (Subject to Change)

7:00 PM Call to Order

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving around the globe in defense of our country

Appointments

Meeting with Planning Board to accept resignation of Greg Sullivan and to make joint appointment of Seth Meehan to fill the vacant seat until next Town election

Chief Michelle Guerette requests Board of Selectmen appoint Terrence Teehan to the position of police recruit, effective on his start date at the police academy and accept withdrawal of Joseph Sherbertes

Kathy McDonald, Medfield Youth Outreach Director to discuss name change for MYO

David Cashman to discuss Medfield Meadows 2020 sales prices

Discussion (potential votes)

COVID-19 Status Update/Operations

Action Items

Vote to call the Special Town Meeting

Vote to open the Special Town Meeting Warrant

Maurice Goulet requests Board of Selectmen approve the Software User Agreement with Sensus USA

Maurice Goulet requests Board of Selectmen approve a contract with Environmental Partners Group, Inc. (EPG) for Engineering Consulting Services for the Final Design for the iron and manganese Water Treatment Facility

Chief William Carrico requests the BOS sign new agreements with Beth Israel and Good Samaritan Hospital

Jean Mineo requests the BOS vote to sign letter of support for grant

Accept resignation of Ken Richard from the Medfield State Hospital Development Committee and appoint:

- Patrick Casey
- Randal Karg
- Michael Metzler
- **Christopher McMahon**

Appointments to the Affordable Housing Trust:

- Newton Thompson
- Greg Sandomirsky

ZeLus Beer Garden sign request

Rocky Woods requests approval of one-day permits:

- Hike for Beer – Bonfire and Brews on Friday, July 31 from 5:45 pm to 7:45 pm
- Meteor Shower Campout on Wednesday, August 12 from 5 pm to 7 pm
- Family and Friends Beaver Discovery Hike on Saturday, August 15 from 6 pm to 8 pm
- Family and Friends Subset Hike Campout on Saturday, August 22 from 5 pm to 7 pm

Town Administrator Update

Next Meeting Dates

Selectmen Reports

Informational

- Housing Choice Community Designation
- Housing Production Plan Safe Harbor Certification through May 7, 2022
- CDBG-CV grant award of \$683,100 for microenterprise assistance and food assistance for local food banks (regional application with Bellingham, Foxborough, Franklin, Walpole, and Wrentham)
- 4 John Crowder Road Housing Lottery (applications due August 4 at 5 pm)
- Bike to the Beach

Memorandum



To: Board of Selectmen
From: Sarah Raposa
Date: July 10, 2020
Re: Appointment of New Member

The members of the Planning Board, at their duly posted meeting on July 8, 2020, unanimously recommended appointment of Seth Meehan to fill the remainder of Greg Sullivan’s term. Please advise of the meeting date to make this joint appointment.

Joint Meeting Process:

- McKechnie makes recommendation to BoS: *“On July 8, 2020, the Planning Board voted to recommend Seth Meehan to fill the seat vacated by Greg Sullivan.”*
- BoS will make motion and second
- Clerk of the BoS will call for a roll call vote of the PB and BoS
 - James
 - Lemke
 - McKechnie
 - Brand

Medfield Planning Board Vacancy – Associate Member Released June 30, 2020

The Town of Medfield Planning Board is seeking to fill 1-2 vacant Associate Member positions. Anyone who may be interested should submit a letter of interest to Sarah Raposa at sraposa@medfield.net by September 1, 2020.

The Planning Board is an elected town board of five members, each with a five-year term. The purpose of the Planning Board is to guide the development of the Town in the best interests of all its residents. The Board has very specific responsibilities and authorities as granted by Massachusetts General Laws and the Medfield Zoning By-Laws.

The Planning Board generally meets in the evening 2-3 times per month. Regular meetings are scheduled for the first and third Monday and there is often an additional work session scheduled. Associate member attend and participate in all meetings though are not considered voting members of the Board. This allows Associates to learn about the intricacies of the Planning Board in preparation for running in the local election. The Planning Board is responsible for the review and approval of all subdivisions (the division of a tract of land into two or more lots) through a comprehensive process prescribed by MGL Chapter 41 Sections 81L-GG and Town Code Article 310 involving review by relevant regulatory agencies, public hearings, covenants with developers, performance bonding, and ongoing compliance monitoring.

Under “Site Plan Approval” and “Special Permits” in the Zoning By-Laws (MGL Chapter 40A and Town Code Article 300), the Board also has the responsibility to assure that prior to any new construction or significant changes to an existing structure, other than single family dwellings, such factors as community needs, abutters’ concerns, visual amenities, safety issues, and environmental and historic features on the site and in adjacent areas are considered.

Any requests for Zoning By-Law changes or amendments are also reviewed by the Board. Public hearings are held to allow input from any abutters or other interested citizens. The Board is required to provide a recommendation on any Zoning By-Law amendment at Town Meeting, where a two-thirds vote is required to approve the change.

The Planning Board serves as a resource to assist interested individuals with the process of proposing plans or projects under the Zoning By-Laws. Communications are maintained on an ongoing basis with related Town agencies including the Zoning Board of Appeals and other planning interests within the Town such as the historical entities, Medfield State Hospital, and affordable housing.

Letters should describe your interest in the Planning Board as well as any professional experience or other qualifications that will complement the Board. Relevant experience includes land use law, real estate, engineering, and construction however; planning board members come from a broad spectrum of life. Ideal candidates must be open-minded, willing to learn and put time in between meetings, and be capable of reading and understanding the Medfield Zoning Bylaws. Accordingly, please contemplate the following in your letter of interest:

- Do you have ideas about the direction the Board should be headed? If so, have you thought about integration of those ideas (meaning how the idea coalesces into existing regulations or whether new regulations would need to be created)?
- Land use boards such as the Planning Board, do not always have the kind of discretion to approve or deny a specific project that residents often think they have. It is important to recognize and avoid any conflict of interest; not to pursue special privileges, and maintain confidentiality. Are you prepared for being thought of as a villain by some and a hero by others?
- Planning Boards wear two hats, proactive and reactive, and the schedule is robust. The proactive hat is devoted to long-range planning and is often difficult to quantify as the effects aren’t recognized for several years, if at all. The reactive hat focuses on subdivisions and site plan review and the effects are more immediately seen and felt in the community. How would you rationalize your reactive hat with your proactive hat? Do you see an overlap?

For questions regarding the Planning Board or this specific position please contact Sarah Raposa, Town Planner at sraposa@medfield.net.

M.G.L. Chapter 41, Section 81A: Planning board; establishment; membership; tenure; vacancies

Section 81A. Any city except Boston, and, except as hereinafter provided, any town may at any time establish a planning board hereunder. Every town not having any planning board shall, upon attaining a population of ten thousand, so establish a planning board under this section. A planning board established hereunder shall consist of not less than five nor more than nine members. Such members shall in cities be appointed by the mayor, subject to confirmation by the city council and in towns be elected at the annual town meeting or be appointed in such manner as an annual town meeting may determine; provided, that a town which has a planning board established under section seventy may, at an annual town meeting or at a special town meeting called for the purpose, vote to establish a planning board under this section and may provide that the members of the planning board then in office shall serve as members of the planning board under this section until the next annual town meeting. When a planning board is first established or when the terms of members of the planning board established under section seventy serving as members of the planning board under this section expire, as the case may be, the members of the planning board under this section shall be elected or appointed for terms of such length and so arranged that the term of at least one member will expire each year, and their successors shall be elected or appointed for terms of three or five years each as determined by the city council in the case of a city and by the town meeting in the case of a town. Any member of a board so established in a city may be removed for cause, after a public hearing, by the mayor, with the approval of the city council. A vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term, in a city, in the same manner as an original appointment, and, in a town, if the members of the board are appointed, in the same manner as the original appointment. **If the members of a planning board are elected, any unexpired term shall be filled by appointment by the board of selectmen and the remainder of the members of the planning board until the next annual election, at which time, such office shall be filled, by election, for the remainder of the unexpired term.** All appointments pursuant to this section shall be in the manner provided in section eleven. Such a board shall elect annually a chairman and a clerk from among its own number, and may employ experts and clerical and other assistants. It may appoint a custodian of its plan and records, who may be the city engineer or town clerk. No member of a planning board shall represent before such board any party of interest in any matter pending before it.

Towns of less than ten thousand inhabitants, having no planning board established under this section may, by vote of the town meeting, authorize the board of selectmen to act as a planning board under this section until such a board is established; provided, that any such town, upon attaining a population of ten thousand, shall establish a planning board hereunder.



Sarah Raposa <sraposa@medfield.net>

Fwd: Planning Board Resignation

1 message

Marion Bonoldi <mbonoldi@medfield.net>
To: Sarah Raposa <sraposa@medfield.net>

Fri, Jul 10, 2020 at 9:34 AM

----- Forwarded message -----

From: **GREGORY SULLIVAN** <gregorysullivan@verizon.net>
Date: Thu, Jul 9, 2020 at 6:14 PM
Subject: Planning Board Resignation
To: <jmullen@medfield.net>
Cc: mbonoldi@medfield.net <mbonoldi@medfield.net>

Dear Mr. Mullen:

I am writing to you to announce my resignation from the Planning Board effective immediately.

I am in the process of purchasing a home in Hopkinton and will no longer be able to serve on the Planning Board.

Regards,

Gregory Sullivan

This email is intended for municipal use only and must comply with the Town of Medfield's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of Medfield is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

Medfield Youth Outreach Name Change Proposal

Greetings Select Board,

Thank you for taking the time to consider this request. In my recent research, I found that Medfield Youth Outreach (MYO) has been looking at a name change for quite some time. I came across a doodle poll back in 2017 that revealed the idea of a name change was being entertained as long as a few years ago.

Why do we and our Advisory Board feel a name change is important?

The name “Medfield Youth Outreach” was adopted at the creation of the program in 1979. Since that time, the scope of service provided by the department has evolved to meet the changing needs of the community. While the primary focus of clinical work has been youth and families, the department serves the whole community across the age spectrum with needs-based assistance, prevention and community based programming. Renaming the program to “Medfield Outreach” would more accurately describe the scope of service provided and may encourage more residents who qualify for resources to seek out services from this office.

Overview of Programs

Medfield Youth Outreach is a program located under the auspices of the Medfield Board of Health and the guidance of the Medfield Youth Outreach Advisory Board. Staff provide individual and family counseling, information and referral, crisis intervention, community programming, prevention programming, and assistance with access to financial assistance programs to Medfield residents. The office is an intake site for the Federal Fuel Assistance Program for all Medfield residents. Currently, all of Medfield Youth Outreach services are free and confidential. Medfield Youth Outreach also facilitates various groups, programs, and services within the community. The programs offered are often prevention and psycho-educationally based. Many programs reflect a collaborative relationship with other organizations.

History of the Department

The Medfield Youth Outreach department was adopted as a town program in July 1979, per the Annual Town Report:

“In July 1979, the Medfield Youth Outreach Program became a Medfield Board of Health program. Thanks to the years of effort by the Medfield Committee, Inc., (a non-profit organization), the Outreach program developed into a service not only needed, but accepted by the town residents. The prime purposes of the Outreach program remain crisis intervention,

short-term counseling, and referrals to other social service agencies. However, the focus of these services includes families as well as youth. In fact, during 1979, one third of all the cases involved some form of family counseling.” (p. 81). At this time, the Medfield Youth Outreach program became a Medfield Board of Health program, and the Youth Outreach worker became a town employee. In the calendar year 1979, 103 children, adolescents, or young adults received individual, group, or family services from the Outreach program.

The program has since evolved to meet the ever-changing needs of the community. In the year 2019, Youth Outreach staff provided 713 hours of clinical services to Medfield youth and families. Medfield Youth Outreach routinely provides referral resources for clinical services, needs-based programs, substance abuse services, support groups, wrap around services, advocacy, and local discretionary funds and state /federal programs. Approximately 766 referrals (to unique services) were provided to Medfield residents of all ages in 2019.

We are eager to adopt this proposed name change, to consider a logo, and to begin marketing our name change and services. We respectfully request your support in this endeavor.

Sincerely,

Kathy McDonald, LICSW
Director Medfield Youth Outreach

Chelsea Goldstein-Walsh, LICSW
Outreach Clinician

2019 Sales Prices

3 Bedroom Affordable Unit 80% AMI

Purchase Price Limits

Housing Cost:

Sales Price	\$278,400
5% Down payment	\$13,920
Mortgage	\$264,480
Interest rate	4.00%
Amortization	30
Monthly P&I Payments	\$1,262.67
Tax Rate	\$17.87
monthly property tax	\$415
Hazard insurance	\$0
PMI	\$172
Condo/HOA fees (if applicable)	\$102
Monthly Housing Cost	\$1,951
Necessary Income:	\$78,047

FY 2019 Rate

Household Income:

# of Bedrooms	3
Sample Household size	4
80% AMI/"Low-Income" Limit	\$89,200
Target Housing Cost (80%AMI)	\$2,230
10% Window	\$78,050
Target Housing Cost (70%AMI)	\$1,951

2020 Sales Prices

3 Bedroom Affordable Unit 80% AMI

Purchase Price Limits

Housing Cost:

Sales Price	\$317,100
5% Down payment	\$15,855
Mortgage	\$301,245
Interest rate	3.40%
Amortization	30
Monthly P&I Payments	\$1,335.97
Tax Rate	\$17.83
monthly property tax	\$471
Hazard insurance	\$0
PMI	\$196
Condo/HOA fees (if applicable)	\$102
Monthly Housing Cost	\$2,105
Necessary Income:	\$84,197

FY 2020 Rate

Household Income:

# of Bedrooms	3
Sample Household size	4
80% AMI/"Low-Income" Limit	\$96,250
Target Housing Cost (80%AMI)	\$2,406
10% Window	\$84,219
Target Housing Cost (70%AMI)	\$2,105

Software as a Service Agreement

between

**Medfield, MA
("Customer")**

and
**Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 3 Years ("Initial Term"). The parties may renew the Agreement for an additional term of 3 years by providing each other notice of intent to renew at least 90 days prior to the end of the Initial Term ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: Medfield, MA

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Contents of this Agreement:

- Agreement
- Exhibit A Software
- Exhibit B Technical Support

Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 5/16/2018 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. Services.

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. General Terms and Conditions.

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to: (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may: (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**

- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Massachusetts. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules .
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package
- Consumer Portal

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.

- (d) Correlate incidents and problems where applicable.
- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

ii. **Calculations**

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 - 1. Manages all inbound and outbound traffic to and from endpoints
 - 2. Outbound routing optimization
 - 3. Route analyzer
 - 4. AES256 bit encryption of radio messages
 - 5. Reports and metric details of network performance and troubleshooting aids
 - 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 - 1. Missing read management
 - 2. Management of duplicate reads
 - 3. 60 day temporary storage
 - (iii) Application integration
 - 1. To Sensus Analytics applications
 - 2. Enable 3rd party application integration
 - 3. Batch CMEP file export
 - 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
 - (v) User Management
 - 1. Secure access
 - 2. Password management
 - 3. Definable user roles
 - 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 - 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

- A. Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
 - ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
 - iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
 - iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.

- b. Users can manage alert groups by adding and removing group members.
- c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Sensus Analytics Customer Portal. The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets, provided Customer purchases access to the modules:

- i. Web Portal Standard Features
 - a. Self-serve sign up and account/password management
 - b. Dynamic sizing to work on most standard browsers
 - c. Customizable logo and backdrop images
 - d. Capable of supporting multiple languages (Spanish and English standard)
 - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
 - f. Supports multiple accounts and multiple meters
 - g. Supports multiple Units of Measure (UoM)
 - h. Exportable data
 - i. Alerts and Notifications that can be delivered to the customers' points of contact
 - j. Support for multiple alert recipients
 - k. Admin Management of Widgets Displayed
- ii. Web Portal Additional Features
 - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
 - b. Water usage down to 15 minute intervals.
 - c. Presentation of Tier Limits and Tier Alerts
- iii. Dashboard Page Widgets
 - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started.
 - b. Alerts: Shows the alerts created by meters or usage alerts
 - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
 - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
- iv. Add-on Dashboard Widgets
 - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
 - b. Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.
 - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos. (up to 100Mb)
- v. Usage Details Features
 - a. Consumption in various time periods
 - b. Exportable to other file formats
 - c. Temperature and Rainfall data
- vi. Meters Features
 - a. Meter information including Meter #, address, current reading,
 - b. Meter Nicknames
- vii. Meter Tab Additional Features
 - a. Google Maps view of meter location (Location data provided by Utility)
- viii. Settings – Usage Alerts (per meter)
 - a. Billing Cycle Usage Alert
 - b. Daily Usage Alert
 - c. Vacation Alerts
- ix. Settings – Usage Alerts Additional Features
 - a. Tier Alerts
- x. Alert Recipients Features
 - a. Editable selection of alerts to receive
 - b. Additional Recipient management
- xi. User Settings Features
 - a. Change of email address
 - b. Customer management of points of contact
 - c. Customer capability to add additional accounts
 - d. Customer password management (Self-serve)

D. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field

content or format of the data to meet the VFlex specification.

- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. **Third Party Software.**

- A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Salesforce Knowledge Base. Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES,
RE: MEDFIELD – FINAL DESIGN FOR WATER TREATMENT FACILITY**

CONTRACT # DPW 2020-02

STATE CONTRACT # (if applicable) _____

This Contract is made this 28th day of July 2020 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 Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Environmental Partners Group, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for 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 proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.
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. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, August 7, 2020 to June 30, 2021. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$489,500.00 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
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 defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result 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 area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this

Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

12. 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.
13. 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.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately 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.
15. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
16. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's 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 Contractor by the Town or developed by the Contractor in accordance with this Agreement.

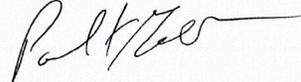
17. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Environmental Partners Group, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability: If any term of this Contract or 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.
19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either 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.
20. 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: Chief Executive Officer _____

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: Paul F. Gabriel, PE, LSP
Print Name
Chief Executive Officer
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

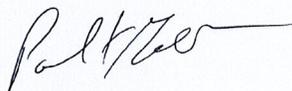
Paul F. Gabriel, authorized signatory for
name of signatory

Environmental Partners Group, Inc., whose
name of contractor

principal place of business is at 1900 Crown Colony Drive, Ste 402, Quincy MA 02169,

Environmental Partners Group, Inc. does hereby certify under the pains and penalties of perjury that
name of contractor has paid all

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.


Paul F. Gabriel 7-15-2020
Signature Date

CERTIFICATE OF CORPORATE AUTHORITY

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE Environmental Partners Group, Inc.
(name of corporation)

held on 12-6-05 Directors were present or waived notice, it was voted that Paul Gabriel, President
(date)

_____ of this company be and hereby is authorized to execute contracts and bonds
(name and Consultant)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution
of any contract or bond of obligation in this company's name on its behalf of such President
(OFFICER)

under seal of the company shall be valid and binding upon this company.

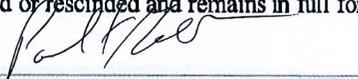
A TRUE COPY
ATTEST: 

Place of Business:
1900 Crown Colony Drive, Ste 402
Quincy, MA 02169

I hereby certify that I am the Clerk of the Environmental Partners Group, Inc.
(Consultants) (Name of Corporation)

that Paul Gabriel is the duly elected President of said
(Name of Officer)

company, and the above vote has not been amended or rescinded and remains in full force and effect as of the
date of this contract.

Signature: 

Name/ Consultant: Environmental Partners Group, Inc.

Date: 12-6-05 (Corporate Seal)

Sate of MA, SS. July 15, 20 20

Then personally appeared the above named Paul Gabriel and acknowledged the foregoing
instrument to be his/her free act and deed before me. Drivers License

NOTARY PUBLIC Deborah B. Dunivan 

My commission expires: 5-7-2021





CERTIFICATE OF LIABILITY INSURANCE

ENVI-15 OP ID: BC

DATE (MM/DD/YYYY)

06/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400		FAX (A/C, No): 781-245-5463
	E-MAIL ADDRESS: 		
INSURED Environmental Partners Group, Inc. 1900 Crown Colony Dr.Suite 402 Quincy, MA 02169	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co of CT		25682
	INSURER B : Travelers Indemnity Co America		25666
	INSURER C : Travelers Indemnity Co.		25658
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E : INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		6802J049788	06/13/2020	06/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3G197927	06/13/2020	06/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6572Y321	06/13/2020	06/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6K138549	06/13/2020	06/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng.Prof.Liab Incl.PollutionLiab			DPR9960903	06/18/2020	06/18/2021	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Medfield is included as additional insured per written contract under the general liability policy subject to same terms and conditions.
Re: Town of Medfield, Wells 3&4 Water Treatment Plant Final Design and Permitting

CERTIFICATE HOLDER**CANCELLATION****MEDFO12**

Town of Medfield
 Town House
 459 Main Street
 Medfield, MA 02052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT

A



June 5, 2020

Mr. Maurice Goulet
Superintendent of Public Works
Town House
459 Main Street
Medfield, MA 02052

**RE: Wells 3 & 4 Water Treatment Plant
Proposal for Engineering Services
Final Design and Permitting**

Dear Mr. Goulet,

We would like to thank you for giving Environmental Partners Group, Inc. (Environmental Partners) the opportunity to provide you with this proposal for engineering services related to the final design for Wells 3 & 4 Water Treatment Plant. Based on your request, we have prepared the Scope of Services described below.

Project Understanding

Environmental Partners has been working with the Town on the evaluation of treatment of Wells 3 and 4 for the past three years and recently completed the preliminary design report in May 2020. Wells 3 and 4 are registered public water sources with a Massachusetts Department of Environmental Protection (MADEP) issued registered withdrawal rate of 0.92 million gallons per day (MGD). Well 3 has a reported safe yield of 1.2 MGD and Well 4 has a safe yield of 1.01 MGD. The Town has not been utilizing Well 4 for several decades due to water quality concerns and MADEP has requested that Well 4 be evaluated for potential groundwater under direct influence of surface water due to the proximity of Mine Brook before it is returned to service.

Based upon discussions with MADEP, Well 3 is located within a non-conforming Zone I wellhead protection area due to the presence of the active railroad within 400 feet of the well. Well 3 has been operating at diminished capacity (approximately 0.54 MGD maximum) due to hydraulic restrictions of the replacement well screen installed in the early 2000s. Under the terms of the new source approval process, the approval process for replacing Well 3 can be streamlined if it is replaced within 50-feet of its current location. Environmental Partners new source testing completed in 2017 found that a replacement well could be sited within 50-feet of the existing well and preliminary testing indicated the aquifer capacity met the existing 1.2 MGD withdrawal capacity of Well 3 and the potential for additional withdrawal capacity. MADEP has reported that requesting any additional withdrawal capacity from a replacement Well 3 would be unlikely due to the non-conforming Zone I.

The Town received approval of the Well 3 Pilot Study from the MADEP in April 2019. The MADEP approved the iron and manganese treatment system for use of sodium hypochlorite for

iron/manganese treatment and disinfection, sodium hydroxide for pH adjustment, and iron/manganese treatment using pressure filtration at filter loading rates up to 9 gallons per minute per square foot. Well 4 was not included within the scope of the pilot study.

Based on these recent findings regarding the Pilot Study and Well 3 replacement well, the Town contracted Environmental Partners to evaluate Well 4 for potential surface water influence, identify potential areas at the wellfield for further new source testing within a conforming Zone I area, and update the preliminary treatment system requirements and opinion of probable construction cost for the Well 3 treatment facility to reflect the MADEP approved treatment criteria and Town's capital planning schedule.

The goal of the Preliminary Design was to develop design concepts and seek agreement on a single design concept for the new water treatment plant that meets the Town's requirements. The deliverables for this task included preliminary drawings and a preliminary design report, which provides information on all aspects of the water treatment plant for the Town's review and coordination with the design team. The preliminary design report was issued to the Town in May 2020.

The activities under this proposal include Final Design and Permitting. The design process will include a phased approach, building upon the results and conclusions of the Preliminary Design. As part of this task, a set of bid ready construction documents will be prepared in accordance with DEP regulations and contractor procurement under M.G.L. c. 149. Federal, state, and local regulatory permitting will be completed to advance the project to the bidding phase. The expected duration to complete the final design and permitting of the project is approximately six months. The design and permitting work will be completed in advance of the Spring 2021 annual town meeting at which time funds will be requested for construction.

Scope of Services

Task 1: Final Design

Environmental Partners shall complete the final design for the Wells 3 & 4 Water Treatment Plant. Task 1 shall include:

1. Assist in the coordination of the project and maintain communication with Town's Project Team and their designee(s).
2. Coordination of EP's staff and subconsultants including:
 - a. CGKV Architects (Architectural)
 - b. Lin Associates (Structural Engineering)
 - c. SAR Engineering (HVAC, Plumbing, Electrical, and Fire Protection Engineering)
 - d. Cost Pro (Cost Estimating)
3. Assist in the preparation of and attendance at meetings with Town staff.

4. Coordinate and attend two design progress workshops with the Town and project stakeholders to review and document project design, theme, equipment supplier, and standard preferences.
5. Coordinate and attend 50% and 75% design review meetings with the Town.
6. Complete project design, including civil; process mechanical; instrumentation and controls; architectural; structural; electrical; and building mechanical systems (plumbing and HVAC) design for proposed water treatment plant. Design includes a sanitary sewer forcemain for conveyance of filter backwash waste residuals to the existing municipal sewer on Elm Street. Facility sanitary waste (e.g. restroom, lab sink and floor drains) will be managed with an on-site tight-tank. Fire protection design is not included in the scope of work and a waiver will be requested from the Fire Department and Building Department. No landscape architectural treatments are included due to the location of the site.
7. Complete process mechanical, instrumentation and controls, and electrical design at existing buildings at Wells 3 and 4. Limited architectural (roof replacement and brick repointing) and building mechanical system modifications (ventilation) are included. Demolition of existing process mechanical and instrumentation equipment at Wells 3 and 4 also included in the scope of work.
8. Prepare final calculations, and materials and equipment selections.
9. Prepare final plans and specifications, suitable for public bidding in accordance with public bidding laws under M.G.L. c. 149 and DEP requirements, including civil, architectural, structural, process mechanical, HVAC, plumbing, electrical, and instrumentation disciplines.
10. Prepare an estimate of probable construction costs update.
11. Coordination with Town's Peer Reviewer or other reviewers are not included in the scope of work.

The scope of work is based on the Preliminary Design Report recommendation for a slab on grade, one story, and pre-engineered metal building with modest architectural finishes. It is presumed that this building type is acceptable. Provisions for future Per- and polyfluoroalkyl substances (PFAS) treatment installation and connectivity will be included in the building design and layout, but full design of the PFAS treatment system and interconnecting piping is not included in the scope of work.

Task 2: Permitting

Environmental Partners shall complete the permitting for the Wells 3 & 4 Water Treatment Plant. Task 2 shall include preparing the following:

1. MADEP BRP WS 24 – Approval to Construct a Facility to Treat 1 Million Gallons Per Day or Greater.
2. MADEP Water Supply Facility Checklist for Sodium Hydroxide
3. MADEP Water Supply Facility Checklist for Sodium Hypochlorite

4. MADEP BRP WS 17 – Approval to Site a Source and Conduct a Pumping Testing for a Source Greater Than 70 Gallons per Minute (Well 3A). Installation of the replacement well screen and casing, coordination and performance of the 48-hour pump test, and preparation of the pump test report are not included and would be subject to a separate scope of services.
5. Massachusetts Wetlands Protection Act – Notice of Intent, including attending one public hearings
6. Massachusetts Environmental Policy Act – Environmental Notification Form including preparation and filing of the ENF and coordination with the MEPA analyst. (An EIR is not envisioned and preparation is not included)
7. Massachusetts Historical Commission – Project Notification Form
8. Medfield Permanent Planning and Building Committee and Planning Board coordination, including attending one meeting with the Committee liaisons, completion of a limited site plan review application (a waiver will be requested for the environmental impact statement, photometric plan, traffic study, and sound study and are therefore not included in the scope of work), attending one public meeting, and one round of revisions to the site plan application to address comments.
9. Fire Department Meeting, including attending two meetings to review fire suppression requirements, if required.
10. Coordination with the Board of Health for approval of the sanitary system tight tank. No on-site disposal system is planned.

Standard building permits customarily obtained by the general contractor are not included within this scope of work. Permit fees are not included, except for the filing fee to the Planning Board, with an estimated total fee of \$500.

Budget

Environmental Partners proposes to perform the indicated Scope of Services for all tasks previously described for a lump sum fee of Four Hundred Eighty Nine Thousand and Five Hundred Dollars (\$489,500). A breakdown of the fee by tasks is presented in the table below.

Task 1: Final Design	\$ 443,500
Task 2: Permitting	\$ 46,000
Total	\$ 489,500

Acceptance

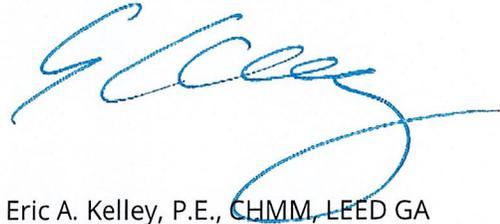
If this proposal is acceptable to you, we can prepare a standard contract for Environmental Partners to perform the work described herein. We can proceed with this project upon receipt of a formal Notice to Proceed.

If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com, (617) 657-0276, or Eric at eak@envpartners.com, (617) 657-0282.

Sincerely,



Environmental Partners Group, Inc.
Paul C. Millett, P.E.
Senior Principal
P: 617.657.0276
E: pcm@envpartners.com



Eric A. Kelley, P.E., CHMM, LEED GA
Project Manager and Associate
P: 617.657.0282
E: eak@envpartners.com

AMBULANCE SERVICE MEDICATION EXCHANGE AGREEMENT

This Ambulance Service Medication Exchange agreement (the "Agreement") is made and entered into effective the 29th day of June, 2020 ("Effective Date"), by and between Town of Medfield, Medfield Fire, with a principal place of business at 112 North Street, Medfield, MA 02052 (the "Ambulance Service"), and Steward Good Samaritan Medical Center, Inc., with a principal place of business at 235 North Pearl Street, Brockton, MA 02301 (the "Hospital").

WHEREAS, the Ambulance Service operates an ambulance service that is licensed to provide pre-hospital emergency medical services at the Basic Life Support ("BLS") and/or Advanced Life Support ("ALS") levels (the "Services"), and employs or otherwise contracts with qualified emergency medical technicians (the "EMTs") certified at the appropriate level of care to allow the Ambulance Service to deliver Services; and

WHEREAS, the Hospital is an acute care hospital located in the Commonwealth of Massachusetts with a pharmacy able to replenish or restock medications used by the ambulance service.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Ambulance Service and Hospital agree as follows:

1. The Hospital shall establish policies and procedures, copies of which shall be available upon request, through which the Ambulance Service may obtain medications from the Hospital's pharmacy. The Ambulance Service agrees to adhere to such policies and procedures
2. It is the intent of both the Hospital and Ambulance Service that any replenishing of medications or medical supplies comply with the ambulance replenishing safe harbor to the federal Anti-Kickback Statute at 42 C.F.R. §1001.952(v).
3. The Ambulance Service agrees to staff its ambulances with EMTs fully trained, oriented, and certified at the appropriate level to provide the Services contemplated by this Agreement. The Ambulance Service shall provide patient care in accordance with the Emergency Medical Services Statewide Treatment Protocols, and further agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state, or local agency, department, commission, association, or other pertinent governing, accrediting, or advisory body, including but not limited to, the Office of Emergency Medical Services (OEMS).
4. The Ambulance Service shall provide effective physical security controls against theft and other diversion of medications in its possession. The Ambulance Service shall report any thefts of controlled substances as required by law. The Ambulance Service shall be solely responsible and liable for the loss or diversion of any medications that were in its possession or the possession of its employees, representatives, or agents.

5. Ambulance Service will supply the Hospital's Director of Pharmacy Services with a list of all other facilities that the Ambulance Service exchanges or replenishes medications at (Exhibit A), and will notify the Director of Pharmacy Services if this information changes.

6. Ambulance Service agrees to supply a current and regularly updated list of its EMT's that are authorized by the Ambulance Service to exchange medications on the Ambulance Service's behalf. Ambulance Service agrees to promptly notify the Director of Pharmacy Services of all changes involving EMTs, including all new hires and those individuals who terminated their arrangement with the Ambulance Service, or those who are suspended or otherwise not providing services. Notifications shall be made in writing no less than twenty-four (24) hours following a change in EMT staffing.

7. Ambulance Service shall maintain, or cause the EMTs to maintain, adequate professional liability insurance in the amount of One Million (\$1,000,000) per occurrence with a Five Million (\$5,000,000) annual aggregate or in such scope and amount as satisfies all applicable federal, state and local laws, whichever is greater.

8. TERM AND TERMINATION. The parties agree as follows:

8.1 The initial term of this Agreement shall be for one (1) year commencing on the Effective Date. Thereafter, this Agreement shall renew annually, subject to any updates, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then current term.

8.2 Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

8.3 Either party may terminate this Agreement with cause upon thirty (30) days written notice (which notice shall include the details of the nature and extent of the breach and specify the effective date of termination) if the other party materially breaches any provision of this Agreement and does not cure such breach to the reasonable satisfaction of the non-breaching party within such thirty (30) day period.

8.4 The Hospital may terminate this Agreement immediately upon the occurrence of any of the following events:

- a. Any conduct of the Ambulance Service, its EMTs, or its employees or agents which jeopardize the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the Hospital; or
- b. The loss of any license, certification, or permit necessary for the Ambulance Service's provision of Services hereunder;
- c. The Ambulance Service's failure to pay any amount due under this Agreement within thirty (30) days.

9. INDEMNIFICATION. The parties agree to indemnify, defend and hold each other harmless as follows:

9.1 The Ambulance Service will indemnify and hold the Hospital harmless from all claims, actions, liability, or expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Ambulance Service, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Ambulance Service under this Agreement.

9.2 Hospital will indemnify and hold the Ambulance Service harmless from all claims, actions, liability, or expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Hospital, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Hospital under this Agreement. Notwithstanding any provision of the foregoing, the indemnification obligations of Hospital as set forth herein shall be satisfied only through, and to the extent of, payments or reimbursements resulting from the insurance coverage maintained by Hospital at the time at which the underlying claim arose as set forth in this Agreement.

10. CONFIDENTIALITY. The parties agree as follows:

10.1 The Ambulance Service shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved in writing, any patient or medical record information regarding a patient of the Hospital. The Ambulance Service and its employees and agents shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the Hospital regarding the confidentiality of such information, including without limitation the Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR § 17.00 *et seq.*), the Massachusetts security breach laws (M.G.L. c. 93H), and the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended from time to time.

10.2 Each party to this Agreement, by virtue of entering into this Agreement, will have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to its duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, costs, prices, and treatment methods at any time used, developed or made by the other party, and which is not otherwise available to the public.

11. NO EXCLUSION. Ambulance Service represents and warrants that neither it, nor any of its officers, employees and agents are presently debarred, suspended, or excluded from participation in any federally funded health care program, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program, and to Ambulance Service's knowledge, there are

no pending or threatened governmental investigations that may lead to such exclusion. The Ambulance Service shall notify the Hospital immediately (but in no event more than seven (7) days) if it acquires knowledge of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event the Ambulance Service, its officers, employees or agents are debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program during the term of this Agreement, the Hospital may, at its discretion, immediately terminate this Agreement in its entirety, or may choose to immediately terminate this Agreement solely with respect to the excluded person.

12. COMPLIANCE Ambulance Service acknowledges and understands that the Hospital has adopted and implemented a corporate compliance program designed to promote the prevention, and resolution of conduct that does not conform to federal and state statutory and regulatory requirements and the requirements of third-party payor programs, as well as the Hospital's own ethical and business policies. The Ambulance Service represents and covenants that it will: (a) comply with all applicable federal and state statutes and regulations, third-party requirements; and (b) report to the Hospital in writing any known or suspected violations of any statutory or regulatory provision, third-party payor requirements.

13. ACCESS TO RECORDS Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the Ambulance Service will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing ambulance services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such ambulance services. If the Ambulance Service carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period with a related individual or organization, the Ambulance Service agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 96-499, '952 ('1861(v)(1) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the Hospital or the Ambulance Service by virtue of this Agreement.

14. MISCELLANEOUS The parties agree as follows:

14.1 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed according to the laws of the Commonwealth of Massachusetts.

14.2 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

14.3 Modification. This Agreement may not be amended or modified except by mutual written agreement of the parties.

14.4 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, to the addresses set forth above, in the case of the Hospital to the President with a copy to the General Counsel of Steward Health Care System LLC, 1900 N. Pearl Street, Suite 2400, Dallas, TX 75201, and in the case of the Ambulance Service to the Chief Executive Officer.

14.5 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

14.6 Referrals. The parties acknowledge that none of the benefits granted Ambulance Service hereunder are conditioned on any requirement that Ambulance Service generate business for Hospital. None of the medical control or other services provided to Ambulance Service or obligations satisfied by the Hospital in connection with this Agreement are conditioned on any requirement that Hospital or Hospital staff make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for Ambulance Service. The parties further acknowledge that Hospital is not restricted from referring any patient to, or otherwise generating business for any other ambulance service provider of Hospital's choosing.

14.7 Non-Discrimination. The Ambulance Service shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, sex, religion, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of the Ambulance Service's activities.

14.8 Assignment. Neither party may assign this Agreement without the express prior written consent of the other party; provided, however, that the Hospital may assign this Agreement without the consent of the Ambulance Service to any entity controlling, controlled by, or under common control with the Hospital or to any entity which purchases all, or substantially all, of the assets of the Hospital.

14.9 The parties agree to review this Agreement at least annually and make any updates necessary to ensure it is consistent with current practice. In performing their respective obligations under this Agreement, the Parties each agree to be responsive, in a timely manner, to the other party's concerns and needs.

14.10 The parties agree to notify the Department in writing of any changes altering the specifics of this Agreement.

14.11 Authorization. By execution hereof, the undersigned signatory for the Ambulance Service represents that the Ambulance Service has taken all steps and obtained all authorizations and approvals necessary to execute and perform this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names and on their behalf, or by a duly authorized officer thereof, as of the Effective Date.

STEWARD GOOD SAMARITAN MEDICAL CENTER, INC.

By: Marisela Marrero, M.D.
Title: President

Date

Town of Medfield



By: Osler Peterson
Title: Chairman Board of Selectmen

06/30/2020

Date

Exhibit A-List of Facilities where Ambulance Service replenishes medications.

{Ambulance service will list all facilities that they currently exchange or replenish medications at.}



MEDFIELD FIRE DEPARTMENT

112 NORTH STREET • MEDFIELD, MA 02052

Phone: 508-359-2323 • Fax: 508-359-2212

William C. Carrico II, Fire Chief

June 30-2020

List of Medfield Paramedics who are authorized to exchange meds

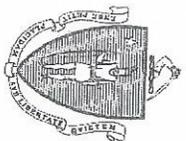
Name	Rank	EMT Level	OEMS Number	Expiration Date
William C. Carrico II	Fire Chief	Paramedic	P844363	04/01/2022
Jeffery Bennotti	Lieutenant	Paramedic	P837625	04/01/2021
Eric Littmann	Firefighter	Paramedic	P0903058	04/01/2021
Adam Shanahan	Firefighter	Paramedic	P873808	04/01/2021
Bryan Syrett	Firefighter	Paramedic	P858897	04/01/2022
Nicholas Andexler	Firefighter	Paramedic	P0902624	04/01/2022
Chris Darling	Firefighter	Paramedic	P873452	04/01/2022
Matt Reinemann	Firefighter	Paramedic	P0903728	04/01/2022

If you require additional information, please contact my office.

Sincerely,

William C. Carrico II
Chief of Department

The Commonwealth of Massachusetts
DEPARTMENT OF PUBLIC HEALTH, DRUG CONTROL PROGRAM
239 CAUSEWAY ST., SUITE 500, BOSTON, MA 02114



CONTROLLED SUBSTANCES REGISTRATIONS

In Accordance with Massachusetts General Laws Chapter 94C, Section 7

NUMBER ISSUED 11/26/2019 EXPIRES 11/26/2020 TYPE Ambulances
SCHEDULES II, IV, VI Epinephrine, Naloxone, Schedule III -
KETAMINE ONLY
ISSUED TO

TOWN OF MEDFIELD FIRE DEPARTMENT
112 NORTH STREET
MEDFIELD, MA 02052
ATTN: JEFFREY P. BENNOTTI LIEUTENANT / EMS COORDINATOR

RECIPIENT'S COPY RENEWAL

COMMISSIONER OF PUBLIC HEALTH

837121



CONTROLLED SUBSTANCES REGISTRATIONS

In Accordance with Massachusetts General Laws Chapter 94C, Section 7

NUMBER ISSUED 11/26/2019 EXPIRES 11/26/2020 TYPE Ambulances
SCHEDULES II, IV, VI Epinephrine, Naloxone, Schedule III -
KETAMINE ONLY
ISSUED TO

TOWN OF MEDFIELD FIRE DEPARTMENT
112 NORTH STREET
MEDFIELD, MA 02052
ATTN: JEFFREY P. BENNOTTI LIEUTENANT / EMS COORDINATOR

RENEWAL

MBW

AMBULANCE SERVICE MEDICATION EXCHANGE AGREEMENT

This Ambulance Service Medication Exchange agreement (the "Agreement") is made and entered into effective the 1st day of July, 2020 ("Effective Date"), by and between town of Medfield, Medfield Fire, with a principal place of business at 112 North St Medfield, MA 02052 (the "Ambulance Service"), and Beth Israel Deaconess Hospital- Needham., with a principal place of business at 148 Chestnut Street, Needham, MA 02392 (the "Hospital").

WHEREAS, the Ambulance Service operates an el of care to allow the Ambulance Service to deliver Services; and ambulance service that is licensed to provide pre-hospital emergency medical services at the Basic Life Support ("BLS") and/or Advanced Life Support ("ALS") levels (the "Services"), and employs or otherwise contracts with qualified emergency medical technicians (the "EMTs") certified at the appropriate lev

WHEREAS, the Hospital is an acute care hospital located in the Commonwealth of Massachusetts with a pharmacy able to replenish or restock medications used by the ambulance service.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Ambulance Service and Hospital agree as follows:

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2. It is the intent of both the Hospital and Ambulance Service that any replenishing of medications or medical supplies comply with the ambulance replenishing safe harbor to the federal Anti-Kickback Statute at 42 C.F.R. §1001.952(v).
3. The Ambulance Service agrees to staff its ambulances with EMTs fully trained, oriented, and certified at the appropriate level to provide the Services contemplated by this Agreement. The Ambulance Service shall provide patient care in accordance with the Emergency Medical Services Statewide Treatment Protocols, and further agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state, or local agency, department, commission, association, or other pertinent governing, accrediting, or advisory body, including but not limited to, the Office of Emergency Medical Services (OEMS).
4. The Ambulance Service shall provide effective physical security controls against theft and other diversion of medications in its possession. The Ambulance Service shall report any thefts of controlled substances as required by law. The Ambulance Service shall be solely responsible and liable for the loss or diversion of any medications that were in its possession or the possession of its employees, representatives, or agents.

5. Ambulance Service will supply the Hospital's Director of Pharmacy Services with a list of all other facilities that the Ambulance Service exchanges or replenishes medications at (Exhibit A), and will notify the Director of Pharmacy Services if this information changes.

6. Ambulance Service agrees to supply a current and regularly updated list of its EMT's that are authorized by the Ambulance Service to exchange medications on the Ambulance Service's behalf. Ambulance Service agrees to promptly notify the Director of Pharmacy Services of all changes involving EMTs, including all new hires and those individuals who terminated their arrangement with the Ambulance Service, or those who are suspended or otherwise not providing services. Notifications shall be made in writing no less than twenty-four (24) hours following a change in EMT staffing.

7. Ambulance Service shall maintain, or cause the EMTs to maintain, adequate professional liability insurance in the amount of One Million (\$1,000,000) per occurrence with a Five Million (\$5,000,000) annual aggregate or in such scope and amount as satisfies all applicable federal, state and local laws, whichever is greater.

8. TERM AND TERMINATION. The parties agree as follows:

8.1 The initial term of this Agreement shall be for one (1) year commencing on the Effective Date. Thereafter, this Agreement shall renew annually, subject to any updates, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then current term.

8.2 Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

8.3 Either party may terminate this Agreement with cause upon thirty (30) days written notice (which notice shall include the details of the nature and extent of the breach and specify the effective date of termination) if the other party materially breaches any provision of this Agreement and does not cure such breach to the reasonable satisfaction of the non-breaching party within such thirty (30) day period.

8.4 The Hospital may terminate this Agreement immediately upon the occurrence of any of the following events:

- a. Any conduct of the Ambulance Service, its EMTs, or its employees or agents which jeopardize the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the Hospital; or
- b. The loss of any license, certification, or permit necessary for the Ambulance Service's provision of Services hereunder;
- c. The Ambulance Service's failure to pay any amount due under this Agreement within thirty (30) days.

9. INDEMNIFICATION. The parties agree to indemnify, defend and hold each other harmless as follows:

9.1 The Ambulance Service will indemnify and hold the Hospital harmless from all claims, actions, liability, or expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Ambulance Service, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Ambulance Service under this Agreement.

9.2 Hospital will indemnify and hold the Ambulance Service harmless from all claims, actions, liability, or expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Hospital, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Hospital under this Agreement. Notwithstanding any provision of the foregoing, the indemnification obligations of Hospital as set forth herein shall be satisfied only through, and to the extent of, payments or reimbursements resulting from the insurance coverage maintained by Hospital at the time at which the underlying claim arose as set forth in this Agreement.

10. CONFIDENTIALITY. The parties agree as follows:

10.1 The Ambulance Service shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved in writing, any patient or medical record information regarding a patient of the Hospital. The Ambulance Service and its employees and agents shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the Hospital regarding the confidentiality of such information, including without limitation the Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR § 17.00 *et seq.*), the Massachusetts security breach laws (M.G.L. c. 93H), and the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended from time to time.

10.2 Each party to this Agreement, by virtue of entering into this Agreement, will have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to its duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, costs, prices, and treatment methods at any time used, developed or made by the other party, and which is not otherwise available to the public.

11. NO EXCLUSION. Ambulance Service represents and warrants that neither it, nor any of its officers, employees and agents are presently debarred, suspended, or excluded from participation in any federally funded health care program, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program, and to Ambulance Service's knowledge, there are

no pending or threatened governmental investigations that may lead to such exclusion. The Ambulance Service shall notify the Hospital immediately (but in no event more than seven (7) days) if it acquires knowledge of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event the Ambulance Service, its officers, employees or agents are debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program during the term of this Agreement, the Hospital may, at its discretion, immediately terminate this Agreement in its entirety, or may choose to immediately terminate this Agreement solely with respect to the excluded person.

12. COMPLIANCE Ambulance Service acknowledges and understands that the Hospital has adopted and implemented a corporate compliance program designed to promote the prevention, and resolution of conduct that does not conform to federal and state statutory and regulatory requirements and the requirements of third-party payor programs, as well as the Hospital's own ethical and business policies. The Ambulance Service represents and covenants that it will: (a) comply with all applicable federal and state statutes and regulations, third-party requirements; and (b) report to the Hospital in writing any known or suspected violations of any statutory or regulatory provision, third-party payor requirements.

13. ACCESS TO RECORDS Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the Ambulance Service will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing ambulance services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such ambulance services. If the Ambulance Service carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period with a related individual or organization, the Ambulance Service agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 96-499, '952 ('1861(v)(1) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the Hospital or the Ambulance Service by virtue of this Agreement.

14. MISCELLANEOUS The parties agree as follows:

14.1 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed according to the laws of the Commonwealth of Massachusetts.

14.2 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

14.3 Modification. This Agreement may not be amended or modified except by mutual written agreement of the parties.

14.4 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, to the addresses set forth above, in the case of the Hospital to the President with a copy to the General Counsel of Beth Israel Deaconess Hospital-Needham, and in the case of the Ambulance Service to the Chief Executive Officer.

14.5 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

14.6 Referrals. The parties acknowledge that none of the benefits granted Ambulance Service hereunder are conditioned on any requirement that Ambulance Service generate business for Hospital. None of the medical control or other services provided to Ambulance Service or obligations satisfied by the Hospital in connection with this Agreement are conditioned on any requirement that Hospital or Hospital staff make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for Ambulance Service. The parties further acknowledge that Hospital is not restricted from referring any patient to, or otherwise generating business for any other ambulance service provider of Hospital's choosing.

14.7 Non-Discrimination. The Ambulance Service shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, sex, religion, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of the Ambulance Service's activities.

14.8 Assignment. Neither party may assign this Agreement without the express prior written consent of the other party; provided, however, that the Hospital may assign this Agreement without the consent of the Ambulance Service to any entity controlling, controlled by, or under common control with the Hospital or to any entity which purchases all, or substantially all, of the assets of the Hospital.

14.9 The parties agree to review this Agreement at least annually and make any updates necessary to ensure it is consistent with current practice. In performing their respective obligations under this Agreement, the Parties each agree to be responsive, in a timely manner, to the other party's concerns and needs.

14.10 The parties agree to notify the Department in writing of any changes altering the specifics of this Agreement.

14.11 Authorization. By execution hereof, the undersigned signatory for the Ambulance Service represents that the Ambulance Service has taken all steps and obtained all authorizations and approvals necessary to execute and perform this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names and on their behalf, or by a duly authorized officer thereof, as of the Effective Date.

Beth Israel Deaconess Hospital-Needham

Name:
Title: Pharmacy Rep

Date

Town of Medfield



Name: Osler Peterson
Title: Chairman, Board of Selectmen

Date 06/30/2020

Exhibit A-List of Facilities where Ambulance Service replenishes medications.

{Ambulance service will list all facilities that they currently exchange or replenish medications at.}

Steward Norwood Hospital
Steward Good Samaritan Hospital



MEDFIELD FIRE DEPARTMENT

112 NORTH STREET • MEDFIELD, MA 02052

Phone: 508-359-2323 • Fax: 508-359-2212

William C. Carrico II, Fire Chief

June 30-2020

List of Medfield Paramedics who are authorized to exchange meds

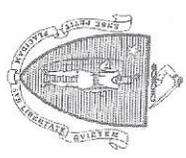
Name	Rank	EMT Level	OEMS Number	Expiration Date
William C. Carrico II	Fire Chief	Paramedic	P844363	04/01/2022
Jeffery Bennotti	Lieutenant	Paramedic	P837625	04/01/2021
Eric Littmann	Firefighter	Paramedic	P0903058	04/01/2021
Adam Shanahan	Firefighter	Paramedic	P873808	04/01/2021
Bryan Syrett	Firefighter	Paramedic	P858897	04/01/2022
Nicholas Andexler	Firefighter	Paramedic	P0902624	04/01/2022
Chris Darling	Firefighter	Paramedic	P873452	04/01/2022
Matt Reinemann	Firefighter	Paramedic	P0903728	04/01/2022

If you require additional information, please contact my office.

Sincerely,

William C. Carrico II
Chief of Department

The Commonwealth of Massachusetts
DEPARTMENT OF PUBLIC HEALTH, DRUG CONTROL PROGRAM
239 CAUSEWAY ST., SUITE 500, BOSTON, MA 02114



CONTROLLED SUBSTANCES REGISTRATIONS

In Accordance with Massachusetts General Laws Chapter 94C, Section 7

NUMBER ISSUED EXPIRES TYPE
MA0176962 11/26/2019 11/26/2020 Ambulances
SCHEDULES II, IV, VI Epinephrine, Naloxone, Schedule III -
KETAMINE ONLY
ISSUED TO

TOWN OF MEDFIELD FIRE DEPARTMENT
112 NORTH STREET
MEDFIELD, MA 02052
ATTN: JEFFREY P. BENNOTTI LIEUTENANT / EMS COORDINATOR

RECIPIENT'S COPY RENEWAL

MBR
COMMISSIONER OF PUBLIC HEALTH

837121

CONTROLLED SUBSTANCES REGISTRATIONS

In Accordance with Massachusetts General Laws Chapter 94C, Section 7

NUMBER ISSUED EXPIRES TYPE
MA0176962 11/26/2019 11/26/2020 Ambulances
SCHEDULES II, IV, VI Epinephrine, Naloxone, Schedule III -
KETAMINE ONLY
ISSUED TO

TOWN OF MEDFIELD FIRE DEPARTMENT
112 NORTH STREET
MEDFIELD, MA 02052
ATTN: JEFFREY P. BENNOTTI LIEUTENANT / EMS COORDINATOR

RENEWAL

MBR

Memorandum



To: Board of Selectmen
From: MSH Development Committee
Date: July 23, 2020
Re: Recommendation for New Members

At their meeting on July 22, 2020, the members of the Medfield State Hospital Development Committee unanimously recommended the appointment of the following to the Committee*:

- Pat Casey
- Randy Karg
- Chris McMahon
- Michael Meltzer

**Letters of interest and CVs are attached for your information.*



Nicholas Milano <nmilano@medfield.net>

Medfield State Hospital Development Committee

Patrick Casey @SPI <patrick.casey@s-p-insight.com>

Tue, Jul 14, 2020 at 4:06 PM

To: nmilano@medfield.net, ttrehubenko@comcst.net, Sarah Raposa <sraposa@medfield.net>

Dear all,

This note is my formal expression of interest in serving the MSH Development Committee.

I would be happy to participate as a full member or ad hoc contributor.

I understand a CV is required. Attached please find an abbreviated resume.

Best Regards,

Pat



This email has been checked for viruses by Avast antivirus software.
www.avast.com



Patrick E. Casey
29 South Street
Medfield, MA 02052
Home: 508-359-7124
Mobile: 508-361-3518
patrick.casey@s-p-insight.com

Summary: Versatile consultant/executive with 30+ years of experience in new technology commercialization and market development. Played critical role in building new businesses in start-up companies and major corporations.

Experience:

SP INSIGHT, INC. Medfield, MA
Principal (2002 – Present)

- Founder and principal of this consultancy focused on identification and development of new technology market opportunities.

ANYSOFT, INC., Newton, MA. President and COO (2000-2002)

MOTOROLA CORPORATION, Software Products Division, Mansfield MA (1995-2000)
General Manager (1998-2000). VP, Marketing and Sales (1995-1998)

POLAROID CORPORATION, Cambridge, MA (1990-1995)
Director of Marketing, Electronic Imaging Peripherals.

Education: MBA Sloan School of Management, MIT, Cambridge, MA. BS Mathematics and Computer Science, Bates College, Lewiston, ME.

Volunteer Activities:

Medfield State Hospital Master Planning Committee (2014-2019)

Medfield Economic Development Committee (Intermittent)

MIT Deshpande Center Business Start-Up Catalyst



Nicholas Milano <n milano@medfield.net>

R. Karg Interest in MSH Development Committee

Randal Karg <randal.karg@verizon.net>

Tue, Jul 7, 2020 at 9:13 AM

To: Nicholas Milano <n milano@medfield.net>

Cc: Todd Trehubenko <trehubenko@comcast.net>, Sarah Raposa <sraposa@medfield.net>

Good Morning Everyone -

This note confirms my interest in joining the MSH Development Committee to continue the journey toward a new chapter in the history of the former hospital site.

I believe that I can add value to the Committee's deliberations by the experience that I bring from the former Master Planning Committee.

Given the continued interest and concern expressed some citizens about the impact on the Town's water supply and waste water treatment capability, my participation on the Town Water and Sewerage Board will also be valuable. I strongly believe that the Development Committee should pro-actively address these issues during their deliberations and I will work to develop an effective working relationship between the two groups.

Please find my abbreviated 'life story' in the attachment.

Randal Karg
randal.karg@verizon.net

Home 508.359.8585

Mobile 281.658.0857

Begin forwarded message:

From: Todd Trehubenko <trehubenko@comcast.net>

Subject: MSHDC

Date: July 6, 2020 at 4:21:07 PM EDT

To: Randal Karg <randal.karg@verizon.net>

Randy - I hope you had an enjoyable long weekend. Just writing now to follow up regarding our recent conversation regarding the MSH Development Committee. Our next (zoom) meeting is scheduled for Wednesday, July 22 and our intention is to consider and vote on new members during that session.

I've had a few conversation with Town officials about the process of adding members and am advised that proper procedure requires an expression of interest be submitted to Nick Milano (n milano@medfield.net) in response to the announcement that was posted for new members; please see <https://patch.com/massachusetts/medfield/members-sought-medfield-state-hospital-development-committee> and ignore the June 1 deadline.

We are all familiar with your great service to the Town including W&S and MSH. I'm sure a very brief email referencing your past experience and efforts with MSH and maybe some type of CV you already have in hand would suffice, and hopefully not be too much of an inconvenience. The Committee is pleased that you are interested in joining us.

My schedule is quite flexible this week, if you'd like to connect by phone at all.

Thanks,

Todd Trehubenko
617-785-5619



RWK Bio for Town Hall.doc
31K

07 July 2020

Randal Karg Biographic Background

Personal Information

- Born and raised in northern Ohio
- Married to Cindy 1983
- Three adult children – two graduated from Medfield High School
- Resident of Medfield since 1997
- Retired from professional pursuits 2011

Professional Background

- BS Chemical Engineering 1975 Cleveland State University
- Registered Professional Engineer 1993 - 2005
- Dow Chemical Company employee (Midland MI & Houston TX) 1975-1007
 - Manufacturing Operations Management
 - I/T Management and Leadership
 - Design Engineering & Project Management
 - Business Process Redesign Leadership
 - Process Automation Platform & Application Leadership
- Foxboro Company 1997-2001
 - Industry focused business development
 - Engineering Technology Leadership
- The Sinclair Group – Operation Management Consultancy
 - Project Manager
 - Operations Excellence Systems Architect
 - Business Development and Client Account Management

Personal Interests/Pursuits

- Outdoor activities – hiking, biking, shooting sports
- History
- Vine Lake Cemetery Trust volunteer
- NewLife Home Refurnishing volunteer
- MSH Master Planning Committee member

Christopher Andrew McMahon

23 Knollwood Road, Medfield, MA 02052

617-721-6437

Summary

Chris is a real estate professional with over 24 years of experience advising tenants, non-profit organizations and investors. In the early 1990's, he was a Massachusetts Certified Real Estate Appraiser valuing a multitude of multi-family & commercial properties. Mr. McMahon is currently a Managing Director in the Downtown Team, covering Greater Boston as his clients require. He leverages his resume and team to advise owners and occupiers of commercial & non-profit assets. Chris ensures that his customers' goals are met via thorough planning and active execution of the agreed strategy, all the while acting as fiduciary to his clients.

Chris, a Syracuse University graduate, lives in Medfield, Massachusetts with his family and dog Cocoa. He is involved in the community through coaching youth sports, frequenting town meetings and is a photographic contributor to the local newspaper. An avid fan of racing, Chris has traveled the globe following his passion for Ferrari, late 1960's & 70's muscle and sports cars & Formula 1.

Work Experience

Senior Managing Director

Boston Realty Advisors - Boston, MA

October 2017 to Present

Mr. McMahon is the director of the Human Services Practice Group at Boston Realty Advisors. Chris leverages his 23 years' of experience to effectively counsel small to institutional size non-profits so that they meet their mission, vision and values via a defined, strategic and effective commercial real estate plan.

Co-founder & Partner

Thompson Hennessey & Partners - Boston, MA

2015 to September 2017

Maintain existing clientele and prospect for new clients
Expand presence of company through networking and marketing
Participate in all new client pitches, follow-up and servicing
Work with partners to run day-to-day operations of firm, including H.R., payroll, administration and employees

Senior Vice President

DTZ - Cushman & Wakefield - Boston, MA

2014 to 2015

Responsible for lead generation, research and managing client projects
Worked with the Downtown Team representing Landlords and Tenants

Senior Managing Director

Newmark Grubb Knight Frank - Boston, MA

2011 to 2014

Worked in the Downtown Team primarily representing space occupiers
Established a capital markets specialty division
Routinely one of the top producers in the office

Vice President

GVA Thompson Hennessey & Partners

1999 to 2011

Initially served as associate and grew to Vice President via successful billings and team management

Work Experience (continued)

Massachusetts Licensed Real Estate Appraiser

January 1990 to August 1994

Mr. McMahon was a state licensed real estate appraiser working for banks, the Federal government and individuals on the analysis and conclusions regarding residential and commercial real estate values.

Education

B.A. in Political Science
Syracuse University

Memberships & Associations

Member Massachusetts Nonprofit Network

Former Board Member the Boston Architectural College

Supporter of: Beacon Academy; Boston Bruins Foundation; Boston Red Sox Foundation; The Carroll Center for the Blind; Boston Celtics Foundation; Cradles for Crayons; Father's Uplift; Lovelane Special Needs Horseback Riding Program; Medfield Youth Sports; Prospect Hill Academy Charter School; The Salvation Army; TB12 Foundation; The Tremont School.



Nicholas Milano <nmilano@medfield.net>

Request for Development Comm. Membership

Michael Metzler <metzler.mike@gmail.com>
To: nmilano@medfield.net

Mon, May 18, 2020 at 5:03 PM

Dear Mr. Milano,

I am writing to express my interest in membership on the MSH Development Committee. I recently moved to Medfield from Dartmouth, MA where I was very active in economic development projects and community work. My last career position was CEO of Saint Anne's Hospital in Fall River.

I would bring a vary of skills to the Committee. At both Saint Elizabeth's Hospital of Boston and Saint Anne's I oversaw many major projects including two buildings and a parking garage. Over the last few months I have been meeting with Jean Mineo, Gerry Potts and Bob Tormey of the Advisory Committee for the Cultural Center to be developed at the MSH site. My experience includes facilitating and managing the process for the successful approval of a State-designated Cultural District in Downtown New Bedford.

I feel I would add value given my experience, skills, and passion for community engagement. Attached is my resume. I would be happy to meet with you and other members of the Committee. Thank you for considering my candidacy.
Michael Metzler

--

[41 Philip St.](#)
[Medfield, MA 02052](#)
Cell: 508-264-2818

2 attachments



Metzler resume 12:2019.docx
39K



resume final 12-1-2019.docx
39K

Michael W. Metzler

Medfield, MA 02052 • metzler.mike@gmail.com • 508.264.2818 • [LinkedIn](#)

Executive Leader/Consultant/Educator

Accomplished business professional with 20+ years of progressive experience in driving organizational development as an advisor, consultant, and CEO level executive leader. Significant expertise regarding urban issues, healthcare administration, corporate growth, workforce development, teaching, economic expansion, and community leadership/advocacy. Skilled in coaching leaders and facilitating collaborative groups to propel change. **Proven expertise in:**

- Strategic Planning & Leadership
 - Organizational & Community Growth
 - Budget Administration
 - Healthcare Industry Sectors
 - Coaching & Mentorship
 - Change Management
 - Arbitration & Mediation
 - Labor Relations & Dispute Resolution
 - Teaching
 - Staff Training & Development
-

EDUCATION AND CERTIFICATION

Ph.D. in Economics, Candidate
Master of Arts in Economics
Boston College, Chestnut Hill, MA

Bachelor of Arts in Economics
Canisius College, Buffalo, NY

Program for Health Systems Management, Harvard University School of Public Health
Becoming a Labor Arbitrator, Federal Mediation & Conciliation Service

PROFESSIONAL EXPERIENCE

Michael M. Metzler Consulting, LLC – Medfield, MA

Principal, 2008 to Present

Guide organization's in navigating through innovative change and development to promote visibility, services, and outreach.

Elevate organizational success through consultancy regarding urban issues, leadership training, healthcare, workforce training, organizational development, human resources, employee benefits, labor relations, strategic planning, and facilitation.

Key Contributions:

- Bolstered financial resources by acquiring \$500K in state grants through the Fall River and New Bedford Workforce Investment Boards to organize a healthcare provider and education collaborative to develop training programs.
- Stimulated urban planning/growth by facilitating projects for the City of New Bedford and the New Bedford Economic Development Council, including a successful application for a state-designated Cultural District, the collaborative development of an enterprise financial model for garage and street parking, and the design of a Business Improvement District. Advised the Mayor on downtown strategies, umbrella organizations, and requiring new policies.

- Initiated a new organization to address community initiatives to assist community re-entrants from the Bristol County House of Correction.
- Promoted organizational growth within the healthcare industry by designing an innovative insurance program for a health plan administration company, aiding a start-up in the development/marketing of a new post-discharge patient wellness monitoring service for hospitals, and serving on a review panel for a healthcare product business plan presented at the Southern New England Entrepreneurs Forum.
- Formulated administrative direction in strategic planning and organizational development (UMass/Dartmouth), planning/budgeting (Coastal Neighbors Network), and a management study (Dartmouth Council on Aging).
- Heightened national profile as a speaker and consultant for Chi Solutions, a hospital laboratory consulting firm specializing in establishing hospital-based commercial outreach laboratories. Previously, created a successful commercial lab company at St. Elizabeth's Medical Center in Boston.

Saint Anne's Hospital – Fall River, MA

President/CEO, 1998 to 2007

Conveyed executive level leadership for the 160-bed community hospital, listed among the top 100 in the U.S.

Drove strategic initiatives in health, education, workforce development, and economic growth through collaborative partnerships with internal and external entities. Administered an annual budget of \$130M for the hospital well known for its Oncology Program and ambulatory services.

Key Contributions:

- Elevated technology by replacing/upgrading existing systems, particularly within the well-recognized Oncology Program and Radiology. Became the first hospital in the area with digital diagnostic imaging.
- Steadily produced a strong financial performance with \$50M in cash and investments vs \$23M in long-term debt. Upheld an average operating margin over 10 years of 3.7%. Such a standing allowed the expansion of mission-related services to the community.
- Increased workforce from 800 to 1100 employees and achieved recognition as one of the top 10% of hospitals within a national employee satisfaction survey.
- Raised \$5M in a Capital Campaign for an \$18M expansion project that included a new building and major renovations.
- Elevated community outreach by acquiring state funding through the Commonwealth Corporation for innovative approaches to address the nursing shortage.
- Founded the Southeast Health Care Collaborative and secured a \$415K in state grants to provide community-wide training to employees of health care providers.
- Consistently sustained a standing within the top 10 Massachusetts hospitals.

RELATED EXPERIENCE

Arbitrator, 2008 to Present

Serve on labor relations panels for the American Arbitration Association and the Federal Mediation and Conciliation Service.

Adjunct Teacher, 2006 to 2019

Taught college-level courses in Principles of Economics and Managerial Communications to high school Juniors in the Business/Entrepreneurship Academy at the Atlantis Charter School.

Community College Program Interim Director, 1/2011 - 9/2011

Guided the new eHealth Careers Program at Bristol Community College.

SouthCoast Leadership Organization Director (contracted), 2009 to 2014

Led development efforts to build community leaders during a year-long program.

Adjunct Faculty (part time)

Conveyed instruction in labor relations, economics, and statistics courses at Boston College.

Adjunct Faculty (part time)

Offered subject content expertise by teaching labor relations, economics, and statistics at Northeastern University.

COMMUNITY LEADERSHIP & PROFESSIONAL AFFILIATIONS

American College of Healthcare Executives, Former Associate
Archdiocese of Boston Boards for Pension, Health Insurance, and Self-insured Workers'
Artworks! New Bedford, MA, Past Board Member
Boston Labor Guild, Cushing-Gavin Labor Relations Award
Bristol Workforce Investment Board, Former Executive Committee and Board Member
Catholic Health Association
Elementary School, Past Student Mentor
Epilepsy Foundation of Mass. & RI, Past Chair, Board Member, and 2003 Honoree
Fall River Chamber of Commerce, Past Chair
Fall River Education Commission
Fall River Office of Economic Development, Former Board Member
Fall River School Superintendent Search Committee Member
Governor's Regional Competitiveness Council
Greater Fall River United Way, Past Vice-President and 2002 Campaign Chairperson
Junior Achievement (JA) School Program, Volunteer
Labor and Employment Research Association
Leadership SouthCoast, Board Member
Mass. Healthcare Human Resources Association, Past President
New Bedford Economic Development Council, Finance Committee
New Bedford High School, Health Sciences Academy Advisory Committee
New Bedford Standard Times, Editorial Advisory Board, Past Member
New England Conference of the Catholic Health Association, Past President
SouthCoast Community Health Worker Collaborative
SouthCoast Development Partnership, Past Steering Committee Member
Southeast Health Care Collaborative, Past Chair
Taft-Hartley Health & Welfare and Pension Funds (multiple), Former Trustee
UMass/Dartmouth College of Nursing Advisory Committee



Kristine Trierweiler <ktrierweiler@medfield.net>

Fwd: Upcoming Events

Evelyn Clarke <eclarke@medfield.net>
To: Kristine Trierweiler <ktrierweiler@medfield.net>

Thu, Jul 16, 2020 at 9:17 AM

Trustees request for one-day liquor permits for events at Rocky Woods.

----- Forwarded message -----

From: **Jamie Picard** <jpicard@thetrustees.org>
Date: Wed, Jul 15, 2020 at 7:25 PM
Subject: Re: Upcoming Events
To: Evelyn Clarke <eclarke@medfield.net>

Hello Evelyn,

I'm glad to hear you and your family are doing well.

Thank you for letting me know about the next meeting date.

We would like to obtain a one-day liquor license to serve beer and wine at our events we have planned at Rocky Woods this summer.

We'd love to kick off our camping season again with a **Hike for Beer-- Bonfire and Brews** on **Friday, July 31 from 5:45-7:45PM**. Here is the description of our event:

Gather your friends and head to Rocky Woods on Friday, July 31st to hike for beer! We will take a guided hike to the top of Cedar Hill and enjoy a brew while watching the sunset. After the hike, relax by the fire while sipping on your brew. The hike will include one beer light snacks, and s'mores in the ticket price with additional beer available for purchase. This event is **21+**.

Be sure to wear boots or shoes appropriate for hiking in potentially wet, rocky and muddy spots. This event runs rain or shine!

Want to spend the night after the hike and camp under the stars? Rocky Woods offers terrific campsites if you are feeling adventurous and want to spend the night. Take in the sunset AND the sunrise. Additional fees and registration for camping apply.

We've just received a generous grant for REI to improve our camping area and can't wait to share it with our community.

Our next event would be another campout-- **Meteor Shower Campout** on **Wednesday, August 12th from 5-7 PM**. Here is the description for our event:

Ready to graduate from camping in the backyard? What better way to test your family's love of camping than at our Rocky Woods? Gaze up at the stars and watch the meteor shower. It's the perfect way to spend time outside this summer season while the days are long! Join us on Wednesday, August 12th for a fun night out in woods. Gather around to roast some goodies over the bonfire while enjoying an adult beverage.

Also, in August we will have a **Family & Friends Beaver Discovery Hike** that is on **Saturday, August 15th from 6-8 PM**. Here is the description for our event:

Gather the family for a guided night hike at Rocky Woods, to discover our busy beavers. We'll hike to Echo Pond to see if we can catch our nocturnal friends hard at work building their homes. Along the way, we'll learn about beavers and their industrious nature, including their underwater talents. After the hike, relax by the fire with fellow trekkers to enjoy flavorful craft beers and light snacks inside our visitors' cabin.

Our last event we'd like to obtain a one-day liquor license for is our **Family & Friends Sunset Hike Campout** on **Saturday, August 22nd from 5-7 PM**. Here is the description for our event:

Enjoy the longer summer nights by getting out for an evening hike followed by camping under the stars! Our guided hike will explore some of Rocky Woods most beautiful trails. After the hike, relax by the fire-pit with fellow trekkers, enjoy delicious beer, light snacks and make your own s'mores while the sun sets.

I will be serving the alcohol- I am TIPS certified and have attached a copy of my cards in this email. During our ongoing health crisis, we are happy to be able to bring a little bit of "normal" activity back into their lives. We plan on following all COVID-19 protocols when hosting our events and guests will be asked to wear masks while maintaining 6 foot distance from each other. I've adjusted our events so guests will be able to have their own campsite with their own space. As for our hikes we will have two of our fire rings going to ensure people can maintain safe distance while still enjoying the ambiance.

If you have any questions, please let me know. Thank you for your attention to this request and considering our requests for one-day liquor licenses at Rocky Woods. I look forward to hearing from you.

Stay well.

Many Thanks,
Jamie Picard



Jamie Picard
Children's Programming/Camp Director

Trustees | Powisset Farm
37 Powisset Street | Dover, MA 02030
JPicard@thetrustees.org | 508.785.0339 x8



thetrustees.org

While at Home: Stay Connected with Trustees!

Games, kids' activities, food & garden tips, virtual doses of nature, and more!

thetrustees.org/athome

For updates on our **COVID 19 response**

thetrustees.org/COVID19

From: Evelyn Clarke <eclarke@medfield.net>
Sent: Tuesday, July 14, 2020 1:09 PM
To: Jamie Picard <jpocard@thetrustees.org>
Subject: Re: Upcoming Events

Hello Jamie,
My family and I are doing well and my hope is the same for you and yours.

The Selectmen meet next on July 28. I suggest you email me your request for the one-day license(s), including date and time. I will place it on their agenda for their consideration and then let you know their decision.

Thank you
Evelyn

On Fri, Jul 10, 2020 at 12:31 PM Jamie Picard <jpocard@thetrustees.org> wrote:

Hello Evelyn,

I hope all is well with you and your family during this time.

I just wanted to touch base with you and find out if the town is granting one-day liquor licenses. We have a few hikes planned this summer and would love to be able to serve beer at one or two of the hikes. What are the guidelines on obtaining a one-day license?

Thank you, Evelyn.

Talk with you soon.

Have a great day.

Best,
Jamie



Jamie Picard
Children's Programming/Camp Director

Trustees | Powisset Farm
37 Powisset Street | Dover, MA 02030
JPicard@thetrustees.org | 508.785.0339 x8



thetrustees.org

While at Home: Stay Connected with Trustees!

Games, kids' activities, food & garden tips, virtual doses of nature, and more!

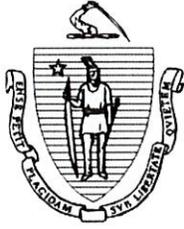
thetrustees.org/athome

For updates on our COVID 19 response

thetrustees.org/COVID19

This email is intended for municipal use only and must comply with the Town of Medfield's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of Medfield is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

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

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

June 29, 2020

Mr. Gustave Murby
Town of Medfield
459 Main Street
Medfield, MA 02052

Dear Mr. Murby:

On behalf of Governor Charles D. Baker and Lt. Governor Karyn E. Polito, I am pleased to inform you that the Town of Medfield has been designated as a **Housing Choice Community in 2020**. This designation recognizes your community's efforts to support housing production over the last five years. Congratulations and thank you for these efforts which contribute to increasing housing production across the Commonwealth

Being designated as a **Housing Choice Community** has several benefits. First, it qualifies the city/town to apply for an exclusive capital grant program for up to \$250,000 in funding. Second, Housing Choice communities receive special consideration in nine other state grant programs such as MassWorks, Complete Streets, and Green Communities funding. This year, 64 communities are being designated, for a total of 74 Housing Choice Communities. Together these communities have produced over 70% of the new housing in the commonwealth over the last 5 years!

If you have any questions concerning this designation, please contact Chris Kluchman, FAICP, Housing Choice Program Director at Chris.Kluchman@mass.gov or at (857) 288-9141.

Once again, I congratulate you on the Town of Medfield's designation as a Housing Choice Community!

Sincerely,

A handwritten signature in blue ink that reads "Jennifer D. Maddox".

Jennifer D. Maddox
Undersecretary



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

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

July 9, 2020

Mr. Osler L. Peterson
Chairman, Select Board
Town of Medfield
459 Main Street / Town Hall
Medfield, MA 02052

Dear Mr. Peterson:

The Department of Housing and Community Development (DHCD) has reviewed the Town of Medfield's May 7, 2020 (received electronically on June 25, 2020), request for certification of compliance with its Housing Production Plan (HPP). DHCD makes the following findings:

1. Medfield has an HPP which is valid from October 19, 2016 to October 18, 2021.
2. The project for which certification is requested is Auro at Medfield (Subsidized Housing Inventory SHI ID # 10461).
3. The 56 units constitute enough units for a two-year certification period (42 units).
4. The housing development is consistent with the production goals outlined in Medfield's Housing Production Plan.

This certification is effective for a two-year period beginning on May 8, 2020 to May 7, 2022. Please note that all units must retain eligibility for the SHI for the entire certification period. If units are no longer eligible for inclusion on the SHI, they will be removed and will no longer be eligible for certification. This action may affect the term of your certification. I have included an updated list of SHI eligible units. Medfield's current SHI stands at 9.62%.

If you have any questions or need assistance, please contact Phillip DeMartino, Technical Assistance Coordinator, at (617) 573-1357 or Phillip.DeMartino@mass.gov.

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
Susan Raposa, Town Planner, Medfield

EMERGENCY ALERTS

Coronavirus Update

Stay informed about COVID-19: Latest on cases, guidance, regulations *Jul. 23rd, 2020, 10:00 am*

[Read more](#) 

Reopening Massachusetts - Learn more about the phased approach *Jul. 2nd, 2020, 12:00 pm*

[Read more](#) 

HIDE ALERTS



Mass.gov

PRESS RELEASE

Baker-Polito Administration Announces \$20 Million to Support Vital Social Services, Small Businesses

Community Development Block Grant funding will address emergency needs in 181 communities

FOR IMMEDIATE RELEASE:

7/16/2020

Office of Governor Charlie Baker and Lt. Governor Karyn Polito

Governor's Press Office

Executive Office of Housing and Economic Development

Housing and Community Development

MEDIA CONTACT

Governor's Press Office**Phone**

617-725-4025 (tel:6177254025)

Onlinegov.press@state.ma.us (mailto:gov.press@state.ma.us)

BOSTON — Today, the Baker-Polito Administration announced \$19.6 million for municipalities to address emergency needs in light of the Coronavirus pandemic. This

funding will support 174 communities in their work to provide vital services to low-income residents and small businesses affected by the recent outbreak.

Local governments and regional consortiums will fund social services, including homelessness prevention, food pantries and assistance, and job training for in-demand health care workers and technicians. Many communities will also make grants available for local small businesses with five or less employees. 36 lead awardees will organize within their respective municipality or region to deliver services.

The Department of Housing and Community Development (DHCD) made this \$19.6 million award through the federally-funded Community Development Block Grant (CDBG) program. Congress allocated new emergency funding for the program through the Coronavirus Aid, Relief, and Economic Security Act - the CARES Act - to address substantial needs in low and moderate-income communities affected by the pandemic. DHCD has received \$46 million in special CDBG funds so far, and is distributing funding across municipalities and stakeholders to meet increased needs, with a focus on helping households maintain housing stability.

In June, the Baker-Polito Administration [announced a \\$20 million Emergency Rental and Mortgage Assistance program](#)

[\(/news/baker-polito-administration-announces-20-million-in-rental-and-mortgage-assistance-for\)](/news/baker-polito-administration-announces-20-million-in-rental-and-mortgage-assistance-for), which is also funded in part through this federal allocation. This new fund will help more low-income households who have lost employment or income due to the pandemic maintain stable housing, and builds on DHCD's existing homelessness prevention program, [RAFT](#) [\(/service-details/learn-about-residential-assistance-for-families-in-transition-raft\)](/service-details/learn-about-residential-assistance-for-families-in-transition-raft). In March, Governor Baker announced a \$5 million infusion for the fund to address increased need.

DHCD has received more than \$160 million in federal funding through the CARES Act, including more than \$20 million that has been distributed to Community Action Agencies for anti-poverty work, and is preparing to allocate additional funding for shelter providers. DHCD continues to be in close contact with the stakeholder network, and is working with CHAPA and Mass Housing Partnership to track local emergency rental assistance programs and other resources available to those affected by the COVID-19 pandemic.

This month, the Baker-Polito Administration [unveiled a COVID-19 economic recovery package](#)

[\(/news/baker-polito-administration-unveils-275m-covid-19-economic-relief-package-to-promote-equity\)](/news/baker-polito-administration-unveils-275m-covid-19-economic-relief-package-to-promote-equity) to respond to challenges brought on by the COVID-19 pandemic. The \$275 million package, designed to promote equity across the Commonwealth, includes \$85 million for housing efforts, including investments in neighborhood stabilization and sustainable, climate resilient affordable housing, as well as \$50 million in targeted relief for small and minority-owned businesses.

CDBG-CV Grant Awardees (Bold denotes the lead applicant)

Adams, Cheshire, Clarksburg, Dalton, Florida, Hancock, Hinsdale, Lanesborough, New Ashford, Peru, Savoy, Williamstown, and Windsor will receive \$850,000 for microenterprise assistance.

Agawam and Southwick will receive \$435,000 for microenterprise assistance and food assistance.

Amesbury and Newburyport will receive \$800,000 for microenterprise assistance.

Amherst will receive \$321,577 for microenterprise assistance, job training, food pantry assistance, housing support, and services for homeless individuals.

Ashland, Beverly, Burlington, Canton, Concord, Dedham, Essex, Lexington, Manchester by the Sea, Marlborough, Melrose, Milton, Natick, North Reading, Norwood, Randolph, Reading, Sharon, Southborough, Stoneham, Watertown, Winchester, and Woburn will receive \$4,950,000 for microenterprise assistance.

Athol, Phillipston, Templeton, and Winchendon will receive \$454,951 for microenterprise assistance, food assistance, elder home care assistance, homelessness prevention services.

Ayer will receive \$309,510 for microenterprise assistance.

Bellingham, Foxborough, Franklin, Medfield, Walpole, and Wrentham will receive \$683,100 for microenterprise assistance and food assistance for local food banks.

Billerica will receive \$225,000 for microenterprise assistance.

Burlington and Bedford will receive \$321,578 for a job training program for health care and life sciences jobs.

Chester, Blandford, Huntington, Middlefield, Montgomery, and Russell will receive \$100,572 for food assistance, job training program, case management support services.

Chesterfield, Ashfield, Blandford, Chester, Cummington, Goshen, Huntington, Middlefield, Montgomery, Plainfield, and Williamsburg, Worthington will receive \$414,000 for microenterprise assistance and food assistance.

Dennis will receive \$200,042 for microenterprise assistance and for a grocery and meal delivery program for elders and HEAD start students.

Easthampton, Granby, Hadley, Hatfield, South Hadley, Southampton, and Westhampton will receive \$900,000 for microenterprise assistance.

Edgartown, West Tisbury, Tisbury, Aquinnah, Oak Bluffs, and Chilmark will receive \$377,196 for microenterprise assistance and homelessness assistance.

Everett and Chelsea will receive \$800,000 for microenterprise assistance and to deliver public social services including food support, job training, family and youth services, adult literacy and workforce development, and domestic violence prevention.

Gardner will receive \$400,000 for microenterprise assistance.

Greenfield, Ashfield, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill, Hawley, Heath, Leverett, Leyden, Montague, New Salem, Northfield, Orange, Shelburne, Shutesbury, Sunderland, Warwick Wendell, and Whately will receive \$690,000 for microenterprise assistance.

Leicester, Brookfield, Dudley, Millbury, North Brookfield, and West Brookfield will receive \$376,000 for microenterprise assistance, food assistance, and services for seniors.

Lenox, Lee, Richmond, Washington, Becket, Stockbridge, West Stockbridge, Alford, Tyringham, Otis, Sandisfield, Monterey, New Marlborough, Great Barrington, Egremont, Sheffield, and Mount Washington will receive \$765,000 for microenterprise assistance.

Methuen will receive \$400,000 for microenterprise assistance.

Middleborough will receive \$90,000 for microenterprise assistance.

North Adams will receive \$121,050 for microenterprise assistance.

Orange and Montague will receive \$95,466 to provide virtual literacy services for adult learners, virtual mediation services, meals and wellness checks for seniors, and food assistance.

Palmer, Belchertown, Hampden, Hardwick, Ludlow, Monson, and Ware will receive \$882,871 for microenterprise assistance, food assistance and senior services.

Rockland, Avon, Abington, Holbrook, Hull, and Wareham will receive \$662,400 for microenterprise assistance, food assistance, and homelessness prevention.

Salisbury will receive \$365,500 for microenterprise assistance, a youth scholarship program, and food assistance.

Saugus will receive \$360,000 for microenterprise assistance.

Shirley, Lunenburg, Royalston, Townsend, and Westminster will receive \$296,100 for microenterprise assistance and to deliver food assistance to local pantries.

Southbridge, Sturbridge, and Charlton will receive \$250,000 for microenterprise assistance.

Spencer will receive \$250,000 for microenterprise assistance and food assistance.

Stoughton will receive \$400,000 for microenterprise assistance.

Truro, Provincetown, Wellfleet, Eastham, Orleans, Chatham, Brewster, and Harwich will receive \$382,777 for microenterprise assistance.

Ware, Hardwick, Warren, Agawam, Belchertown, Blandford, Brimfield, Chester, East Longmeadow, Granby, Granville, Hadley, Hampden, Hatfield, Holland, Huntington, Ludlow, Middlefield, Monson, Montgomery, Russell, South Hadley, Southampton, Southwick, Wales, Chesterfield, Palmer, Plainfield, and Westhampton will receive \$430,576 for a domestic violence victim safety program, a senior outreach program and a virtual adult literacy program.

Warren will receive \$151,200 for microenterprise assistance.

West Springfield will receive \$140,410 for a virtual learning program for youth and for food assistance programs.

###

Media Contact

Governor's Press Office

Phone

617-725-4025 (tel:6177254025)

Online

gov.press@state.ma.us (mailto:gov.press@state.ma.us)



Office of Governor Charlie Baker and Lt. Governor Karyn Polito

[\(/orgs/office-of-the-governor\)](#)

Governor Charlie Baker, Lt. Governor Karyn Polito and the Baker-Polito Administration are committed to serving the people of Massachusetts and making the Commonwealth a great place to live, work and raise a family.

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Governor's Press Office [\(/orgs/governors-press-office\)](#)

Visit the Governor's Press Office to learn about recent news from the administration, follow our happenings on social media, and for media contact information.

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Executive Office of Housing and Economic Development

[\(/orgs/executive-office-of-housing-and-economic-development\)](#)

The Executive Office of Housing and Economic Development promotes vibrant communities, growing businesses, and a strong middle class.

More [\(/orgs/executive-office-of-housing-and-economic-development\)](#)



Housing and Community Development

[\(/orgs/housing-and-community-development\)](/orgs/housing-and-community-development)

DHCD oversees funding and resources to help people in Massachusetts live affordably and safely.

More [\(/orgs/housing-and-community-development\)](/orgs/housing-and-community-development)

Affordable SFH in Medfield—Short Term Lottery.

Dead line for applications 8/4/20 5 PM

\$282,920



4 John Crowder Rd. | Medfield | MA | 02052

This is a short term lottery for preferred households needing 3 BR. Please make sure you follow the instructions on the application! 3 BR 2 baths single family cape on cul-de-sac. Main level kitchen, hardwood living and dining rooms. One bedroom and full bath. Top level 2 bedrooms, renovated full bath. Large unfinished full basement Max annual gross income: family of: 6 person—\$111,650; 5— \$103,950; 4- \$96,250.; 3— \$86,650; 2- \$77,000; 1— \$67,400 Max liquid assets \$75,000, pre approved for a fixed mortgage. Application required. FHA & VA will not accept the deed rider.

- 1,253 SF of living
- Taxes \$5,085(2020)
- 6233 ST corner lot

Please read carefully the application and requirements.



Avi Glaser
Omega Ventures Inc.

Tel: 617-970-2403
E-mail: aviglaser@comcast.net
Web: www.myfirsthome.info



Kristine Trierweiler <ktrierweiler@medfield.net>

Fwd: Bike to the Beach Event Notifications - Medfield

Kristine Trierweiler <ktrierweiler@medfield.net>

Mon, Jul 20, 2020 at 11:35 AM

To: Michelle Guerette <mguerette@medfield.net>, Maurice Goulet <mgoulet@medfield.net>, Nicholas Milano <n milano@medfield.net>

[Quoted text hidden]

--

Kristine Trierweiler
Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052
508 906 3011 phone
508 359-6182 fax

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Twitter: @townofmedfield

Town House Hours:

Monday 8:30 AM to 4:30 PM**Tuesday 8:30 AM to 7:30 PM****Wednesday 8:30 AM to 4:30 PM****Thursday 8:30 AM to 4:30 PM****Friday 8:30 AM to 1:00 PM**

3 attachments**B2B Event Notifications - Clerk MA-RI.pdf**

214K

**B2B Event Notifications - Chief of Police MA-RI.pdf**

214K

**B2B Event Notifications - Fire Chief MA-RI.pdf**

214K