



TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK

RECEIVED
TOWN OF MEDFIELD, MASS.

2019 MAR -8 P 12: 23

OFFICE OF THE
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town House, Chenery Meeting Room, 2 nd floor	Tuesday March 12, 2019, 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 in the Middle East and around the world

Citizen Comment

Appointments

Maurice Goulet, Discuss Vine Lake Cemetery Fees and Medfield Transfer Station Sticker Fee

Mel Seibolt, Police Chief Search Committee Update

Action Items

Vote to sign March 25, 2019 Town Election Warrant

Vote to sign the FEMA Reimbursement Forms and Contracts for March 2018 Winter Storm

Vote to accept the new Health Insurance Rates from MIIA Health Benefits Trust

Vote to sign *First Amendment to Lease Agreement between the Town of Medfield and Verizon and Transformer License on property between Medfield and NStar Electric* related to communications equipment on Medfield State Hospital Water Tower

Request from Sarah Raposa, Town Planner, to sign Mass Development Real Estate Technical Assistance Application for Medfield State Hospital

Request from Mr. Anthony DeLapa to forgive outstanding taxes in the amount of \$83,907 and accept the offer to convey the parcels to the Conservation Commission

Request from Route 495 Partnership for \$500 Annual municipal contribution

COA recommends that the Selectmen vote to appoint Katie Robinson to the vacant COA Board Seat

Request from the Medfield Garden Club to receive financial support from the Local Meals Tax for maintenance and planting of municipal sites

Request from Jayson Hreczuck to be appointed to the Safety Committee

Ongoing FY2020 Budget Review and Discussion

Town Finance Discussion

Discussion of Proposed Budget Cuts

Discussion of COLA

Discussion and possible vote on the Building Capital Stabilization Fund

Vote to approve preliminary Town Budgets

Discussion

Town Meeting Warrant

Structure of Budget Articles

Warrant Articles

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Licenses and Permits (consent agenda)

Russ Hallisey, Chair MEMO Summer Concert Series requests permission to hold the events June 13 through August 15, with the exception of Thursday July 4, at the Town Gazebo and permission to hang the banner across Main Street promoting the series. Permission to also requested to hold the annual Medfield Day on Saturday September 14, 2019 and in conjunction with the event requests a common victualler license

St Edward Parish requests a one-day wine and malt beverage permit for event to be held Friday March 29, 2019 At the Parish Hall

Medfield Music Association requests permission to place signs advertising two events: Friday March 29, A Cappella Night with Medfield High School Jazz Choir; Friday March 26, 2019 Jazz Night

Medfield High School Baseball and Softball teams requests permission to hold a car wash behind Town Hall on Saturday May 5, 2019 9AM to 1 PM

Pending

Town Administrator Goals

Town Administrator Update

Town Hall Hours

Town Hall/Library AED

Review Board of Selectmen Action List

Selectmen Report

Informational

- Invitation to Tri County Annual Breakfast Meeting

E. Clarke
3-8-2019



MEDFIELD CEMETERY FEES

Vine Lake Cemetery

GRAVES:

	<u>Current Price</u>	<u>Proposed Price</u>
Price per Grave & Perpetual Care	\$1,500	Same
Columbarium Niche & Perpetual Care	\$1,200	Same

BURIALS:

Full Burial (Opening & Closing)	\$500	\$700
Double Depth	\$750	\$1,125
Saturday/Sunday (burial)	+\$300	Same
Winter Rate (Nov. 1 st – Apr. 1 st)	+\$75	\$150

CREMATIONS:

Cremation Burial (Opening & Closing)	\$150	Same
Columbarium Inurnment	\$150	Same
Saturday/Sunday (cremation)	+\$150	Same
Winter Rate (Nov. 1 st – Apr. 1 st)	+\$75	+\$150

DISINTERMENTS:

Full Burial Disinterment	\$500	\$2,000
Double Depth Burial Disinterment	\$750	\$3,000
Cremains Disinterment	\$150	\$300
Columbarium Disinterment	\$150	Same
Saturday/Sunday (Cremation)	+\$150	Same
Winter Rate	+\$75	\$150

FOUNDATIONS: (\$60 per square foot)

1' X 3' = \$180

1' X 2' = \$120

Flat Marker Installation: \$55 each*

Veteran Flat Markers are Complimentary

**TOWN OF MEDFIELD
WARRANT FOR THE ANNUAL TOWN ELECTION
MARCH 25, 2019**

Norfolk, ss

To the Constables of the Town of Medfield in Said County, Greetings:

In the Name of the Commonwealth, you are directed to notify and warn the Inhabitants of the Town of Medfield, qualified to vote in elections and in town affairs, to meet at the Center at Medfield on Ice House Road in said Medfield on **MONDAY, THE TWENTY-FIFTH** day of March, A.D. 2019 at 6:00 o'clock A.M., then and there to act on the following purpose:

To choose all Town Officers required to be elected annually by ballot, viz:

One Moderator for One year

One Selectmen, One Assessor, Two School Committee Members, Two Library Trustees, Two Park Commissioners and One Trust Fund Commissioner for Three years.

One Member of the Planning Board for five years.

The polls will open at 6:00 o'clock A.M. and shall be closed at 8:00 o'clock P.M.

And you are directed to serve this Warrant by posting an attested copy thereof, in the usual place for posting warrants in said Medfield, seven days at least before the time of holding said Town Election.

Hereof fail not and make due return of this Warrant with your doings thereon, unto the Town Clerk at the time and place of the Town Election aforesaid. Given unto our hands this _____ day of March, Two Thousand and nineteen.

Michael Marcucci, Chair

Gustave Murby,

Osler Peterson
BOARD OF SELECTMEN

By virtue of this Warrant, I have notified and warned the inhabitants of the Town of Medfield, qualified to vote in elections and at town meetings, by posting attested copies of the same at five public places, seven days before the date of the elections, as within directed.

Constable:
Date:

A TRUE COPY ATTEST:
Carol A. Mayer, CMMC /s/
Town Clerk



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Charles D. Baker
Governor

Kurt N. Schwartz
Director

Karyn E. Polito
Lieutenant Governor

Thomas A Turco III
Secretary

February 15, 2019

Donna Cimeno, DPW Assistant II
Town of Medfield
459 Main Street
Medfield, MA. 02052

RE: FEMA-4372-DR-MA March 2018 Severe Winter Storm and Flooding

Dear Ms. Cimeno:

Enclosed please find the following forms for the federal share of reimbursement under FEMA-4372-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program:

- Contractor Authorized Signatory Listing (CASL) (if applicable)
- Standard Contract Package/Contract Amendment
 - Standard Contract Instructions
 - State Standard Contract Form
 - Attachment A
 - P2 – Project Application Grant Report & PW
 - Project Worksheet FEMA Form 90-91 Subgrant Application
- P4 – Project Completion & Certification Report
- Summary Sheet for Assurances & Certifications (if not already on file)
- Federal Funding Accounting and Transparency Act Form (FFATA)
- MEMA Sub-recipient Pre-Award Risk Assessment (Questionnaire), if applicable
- Record of Environmental Consideration (REC), if applicable

Please review all information on these forms for accuracy and applicability. Once you have reviewed these documents, please complete and have the Authorized Signatory representing your community or organization sign in the appropriate spaces provided as outlined in the attached **INSTRUCTION SHEET**.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

For your records, please make copies of all documents you sign, as MEMA needs all originals from this Package returned.

In accordance with 44 CFR, Section 206.206 applicants to the FEMA PA program have the right to appeal any decision or determination regarding a PA application for federal assistance, including eligibility and the amount of assistance. The appeal must be in writing and contain documented justification supporting the appeal position, specify the monetary figure in dispute and the relevant provisions of federal law, regulation or policy which you believe was inconsistent with FEMA's determination. All appeals must be submitted through MEMA, to FEMA; you have sixty (60) days from the date of this letter in which to appeal this determination. Please contact the MEMA Disaster Recovery Unit with questions or issues related to the appeal process.

The State Standard Contract establishes the total obligation for your project based on state fiscal years, the start and end dates within which all work must take place, and the Contract's purpose (including Attachment A). Once signed by the Massachusetts Emergency Management Agency (MEMA), the contract will be executed and your community or organization will be responsible for all obligations and requirements included or referenced in the contract and its Attachment A.

Please mail original copies of all documents to:

**Massachusetts Emergency Management Agency
Attention: Sherry Leung
400 Worcester Road
Framingham, MA 01702-5399**

MEMA will send an electronic copy of all executed documents to you. When you receive this back, please retain and file them with your completed project applications - these should become part of your official records. All documents associated with this reimbursement must be retained for a period of seven (7) years (beginning from the first day after the final contract payment has been made) or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving the contract.

Please remember, no funds can be disbursed until all requested forms have been completed and the **originals** returned to MEMA. Fax copies or "stamped" signatures **will not** be accepted.

If you have any questions, please contact Sherry Leung at (508) 820-1436 or at Shirletta.leung@mass.gov.

Sincerely,



Thad Leugemors

MEMA Mitigation & Recovery Section Chief

Attachment: **INSTRUCTION SHEET**

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
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Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Town of Medfield
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191876

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Kristine Trierweiler	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date

Title

Telephone

Fax

e-mail

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency MMARS Department Code: CDA
Legal Address: (W-9, W-4,T&C): 459 Main Street Medfield, MA. 02052	Business Mailing Address: 400 Worcester Road, Framingham, MA 01702
Contract Manager: Donna Cimeno, DPW Assistant II	Billing Address (if different):
E-Mail: dcimeno@medfield.net	Contract Manager: Erica Heidelberg, Disaster Recovery Supervisor
Phone: (508) 906-3003 Fax:	E-Mail: Erica.heidelberg@state.ma.us
Contractor Vendor Code: VC6000191876	Phone: (508) 820-2033 Fax: (508) 820-1404
Vendor Code Address ID (e.g. "AD001"): AD001 __. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CTFEMA4372MEDFI00015 RFR/Procurement or Other ID Number: FEMA-4372-DR-MA
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date Prior to Amendment: Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being ended). \$ 36,125.60	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: All work is subject to the Stafford Act and all requirements of 'Attachment A' are incorporated under this contract. (Reference CFDA# 97.036) PW PW-00015(0) To reimburse for FEMA 4372 March 2 nd Snowstorm for Debris Removal Townwide	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ___ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 3. were incurred as 03/02/2018 a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of 5/30/2019 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>

PW-00015(0)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's **W-9** or **W-4 Form** (Contract Employees only) and the applicable **Commonwealth Terms and Conditions** if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's **W-9** or **W-4 Form** (Contract Employees only) and the applicable **Commonwealth Terms and Conditions**, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on **COMMBUYS**, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the **MMARS Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the **Vendor File and W-9s Policy** for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the **Bill Paying** and **Vendor File and W-9** policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the **three (3) letter MMARS Code** assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements, Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an **Individual Contractor**, and when the planned Contract performance with an Individual has been classified using the **Employment Status Form** (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance

obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor

is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

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Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco
Secretary

Kurt N. Schwartz
Director

February 15, 2019

MEMA Scope, Terms, and Conditions (Attachment A)
CTFEMA4372MEDFI00015
Contractor: Town of Medfield

Disaster Declaration

Beginning March 13, 2018, the Commonwealth of Massachusetts experienced a 1-day period of a Severe Winter Storm and Snowstorm (with Snow Assistance). As a result, on July 19, 2018, Massachusetts received a Presidential declaration of disaster designated **FEMA-4379-DR-MA** for the incident period of March 13-14, 2018, including Public Assistance for Essex, Middlesex, Norfolk, Suffolk and Worcester Counties. Snow Assistance will be provided for a period of 48 hours for Essex, Middlesex, Norfolk, Suffolk, and Worcester Counties.

Parties

The Contractor or (sub-recipient) is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), is the non-Federal Grantee responsible for administering all public assistance as pass-through grants for FEMA. The Contractor is a Sub-recipient of the Commonwealth of Massachusetts that enters into contract # **CTFEMA4372MEDFI00015** as described in this Attachment A.

Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from this declared disaster. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application (**PW-00015(0)**).

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4379-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR and 2 CFR 200. As a federal sub-recipient, the Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.

Compliance with Environmental Regulations:

The Contractor, as a sub-recipient, must follow all environmental review conditions imposed by FEMA on this grant award; these conditions are in the Record of Environmental Consideration included in this agreement, if applicable. The sub-recipient shall provide copies of all permits and approvals required in support of the project prior to construction. Failure to obtain all appropriate federal, state, and local environmental permits may jeopardize federal funding. Sub-Recipients are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation as implemented under 44 CFR Part 10, with the initial planning and decision making process for this program.

Insurance:

If the Contractor has insurance on the damaged facility, FEMA Insurance Specialists will review the insurance policy. FEMA Insurance Specialists anticipate that the figure denoted on line item 5900/01 of your 90-91 and described in the Insurance Narrative will be covered through your policy. Therefore these costs would be not eligible for FEMA reimbursement. The Contractor may be required to "obtain and maintain" property insurance to be eligible for this and any future disasters.

Audit Responsibilities

The Contractor, as a sub-recipient, is subject to the above federal and state regulations and related requirements as further described below. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds if required. Should a state, federal, or local audit or other oversight review process reveal that actions taken by the Contractor or approvals made by FEMA or MEMA, regardless of previous approval by either FEMA or MEMA, do not comply with regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected may be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).

Completion of Work

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will most often be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than 12/25/2018, the FEMA allotted time frame for project completion. All performance must be completed within these dates unless a period of performance extension is executed by both parties prior to the current end date. Based on extraordinary circumstances and when supported with appropriate justification, Period of Performance extensions may be granted by either MEMA or FEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA 60 days before the established time frame for completing eligible work expires. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project.

Contract Dates

Work must be completed based on FEMA's Period of Performance as explained above. The contract end date applies to the contract only and does not extend the time limit on work completion.

Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for **\$ 48,167.47** in total eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet (Form 90-91), which is hereby incorporated into this contract.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is **\$ 36,125.60**. Fiscal year spending is projected as follows:

FY19: **\$ 36,125.60**

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget as long as activity remains within the FEMA approved period of performance. Contractors cannot be reimbursed for costs over and above the fiscal year budget in the absence of an approved contract amendment.

Payments

The Contractor is responsible for procurement, documentation, and expenditure of all funds used to support the project. All payments are subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting with MEMA.

'Small' and 'Large' Project Payments

A 'Small Project' is eligible for payment immediately after execution of the state contract. FEMA-designated Small Projects (less than \$125,500 for FFY2019) will be fully reimbursed after a state contract has been properly executed, even if the work has not been completed (44 CFR 206.205). Sub-recipients must submit all required documentation and a signed P.4 when the work is completed. The Department will review documentation to ensure work was related to the approved project. Per 44 CFR 206.205, if actual spending on a Small Project is less than the approved project amount, the sub-recipient is not required to return the funds. However, any Contractors seeking additional funds for Small Project cost overruns must first apply overages from other Small Projects before additional federal funds can be requested. Failure to complete a small project may require that reimbursement of federal funds be returned to the Department.

FEMA-designated 'Large Projects' (greater than \$125,500 for FFY2019) are paid on actual costs incurred for eligible work (not on cost estimates) and payment will be made upon receipt of all required supporting documentation. If the project is 100% complete at the time of FEMA approval, the Contractor must provide a signed P.4 as an invoice/payment request. Projects that are not 100% complete may be paid at the completion of the project or periodically throughout the life of the project as partial payments for actual costs incurred for FEMA-eligible work. All payment requests must be accompanied by proper back-up documentation including proof of payment. The Contractor will be reimbursed only for the amount of eligible, documented actual costs incurred. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel. Payment for Large Projects shall be no more than 75% of actual work supported by documentation of the work and match.

Sub-recipient Match

The use of FEMA funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 206.65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance for the PW funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractors certification that it is applying non-federal sources to meet its cost-share obligation (2 CFR 200.306).

All sub-recipients are required (2 CFR 200.302) to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. MEMA will verify match at time of payment for Large Projects.

Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4379-DR-MA.

For any project not 100% completed at the time of contracting the Contractor must submit quarterly progress reports as required by the Department.

The Contractor must submit a P.4 Report for any 100% completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

Federal Funding Accounting and Transparency Act (FFATA)

FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package. The form is required if the amount, one time or aggregate, exceeds \$24,999.99.

2 CFR 200 Subpart F Audit Reports, Subpart F Form,

Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Contractor agrees to submit the required Sub-recipient Pre-Award Risk Assessment Questionnaire response form. Sub-recipient agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-recipient acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments.

Sub-recipient Risk Assessment and Monitoring

Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient's risk for non-compliance.

Internal Controls

Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

Procurement

Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. The Certification of Compliance with Federal Procurement Standards must be signed for each contract issued to the sub-recipient. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or sub-recipient repayment obligations.

Procurement Contract provisions

Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II.

Disclosures

Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.

Per 2 CFR 200.113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effacing the federal award.

Per 44 CFR 206.253 and FEMA Public Assistance Policy on Insurance (FP 206-086-1), as a condition of FEMA assistance for permanent work to replace, restore, repair, reconstruct or construct a facility, the applicant must insure the facility and/or its contents against future loss (i.e. "obtain and maintain" insurance), with such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazards which caused the major disaster. A sub-recipient should notify FEMA- in writing through the Department of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

FEMA Required Assurances

All sub-recipients must complete the attached Summary Sheet for Required Assurances and any associated assurances required.

Records Management

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

Certifications (200.415)

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

Acceptance of Terms and Conditions

Prior to acceptance of these terms and conditions, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

By signing below, the Contractor certifies that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the sub recipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.

Print Name

Signature

Title

Date

Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Dun and Bradstreet Data Universal Numbering System numbers (DUNS). DUNS numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout a grant's life cycle. Please consult your accounting department to obtain your organization's nine-digit DUNS number. If necessary, you may obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform/displayHomepage.dio>.

Table 1. Award Information

Name of Entity Receiving Award	Town of Medfield
Street Address	459 Main Street
City, State, Zip	Medfield, MA 02052
Contact Name	Donna Cimeno, DPW Assistant II
Contact Phone Number	(508) 906-3003
Congressional District	4th
Amount of Award	\$ 36,125.60
Nine-Digit DUNS Number	073798068
Transaction Type	Reimbursement
CFDA number or NAICS code	97.036
Program Source	DRMAP-4372
Award Title	FEMA Public Assistance

Part 2. FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds \$25,000,000, more than 80% of the gross revenue is from federal sources, and the public does not have access to this information through other government reports the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

_____ The gross revenue of my organization does not exceed \$25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources and or compensation information is available to the general public.

OR

Table 2 Executive Compensation (by Salary)

First and Last Name	Title	Annual Salary

Signature of authorized official (signed in blue ink)

Date

Printed name of Authorized Official

Title

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FEMA Public Assistance Program must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326¹. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. **Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.**

If an applicant does not have documented procurement procedures, MEMA will not provide a contract. If an applicant's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices (*applicant should state Yes or No*)

2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 (*applicant should state Yes or No*)

Name of person completing this form _____

Title _____

Signature _____

Email _____

Telephone _____

Applicant Organization Name: Town of Medfield

¹ These regulations may be found in their entirety on the U.S. GPO's website here:
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Capture Date: 02/13/2019 13:52				
Federal Emergency Management Agency				
Project Application Grant Report (P.2)				
Disaster: FEMA-4372-DR-MA				
Number of Records: 1				
Applicant ID: 021-39765-00 Bundle #: PA-01-MA-4372-PW-00015(2)			Applicant: MEDFIELD (TOWN OF)	
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4372-PW-00015(0)	A	N	12-25-2018	48,167.47
Facility Number:	1			
Facility Name:	Damage #168522; Debris removal			
Location:	Town Wide Town of Medfield, MA			
Scope of Work:	<p>168522 Debris removal</p> <p>DI # 168522</p> <p>Work Completed</p> <p>The applicant utilized force account labor, equipment, and contracts for debris removal operations throughout the town of Medfield between 3.2.18 - 5.31.18.</p> <p>The cost share for this project is 75% and covers Days 1 - 180, Work Completed between 3.2.18 - 5.31.18.</p> <p>The Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement form has been signed and the applicant elected to participate in the following options:</p> <ul style="list-style-type: none"> - Reimbursement of straight time force account labor costs for debris removal <p>The first temporary staging area was located at 84 High St, Medfield, MA 02502. GPS 42.164950, -71.285868. The permit number is 173187.</p> <p>The second temporary staging area was located at 50 Pine St, Medfield, MA 02502. GPS 42.230506, -71.278226. The permit number is 173187.</p> <p>The final disposal site was located at 55 North Meadows Rd, Medfield, MA 02502. GPS 42.190277, -71.316794. The permit number is 173187.</p> <p>Department of Public Works</p> <ul style="list-style-type: none"> A. Removed a portion of 2,510 CY of vegetative debris from roads and public property including right of ways. B. Chipped a portion of 2,510 CY of vegetative debris at temporary staging site/right of way. <ul style="list-style-type: none"> 1. Force account labor - 20 Laborers - 135 hours \$5,553.09 2. Force account labor Overtime - 20 Laborers - 248 hours \$11,619.66 3. Force account Equipment - 30 EA. - 548 equipment hours \$17,226.72 <p>Contract</p> <ul style="list-style-type: none"> A. Removed a portion of 2,510 CY of vegetative debris from roads and public property including right of ways. B. Chipped a portion of 2,510 CY of vegetative debris at temporary staging site/right of way. 			

Capture Date: 02/13/2019 13:52

**Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4372-DR-MA**

Number of Records: 1

1. ROW debris removal - Contract - \$9,280.00

2. Debris grinding/chipping - Contract - \$4,488.00

Work Completed Totals

1. Force Account Labor - 20 Laborers - 135 hours \$5,553.09

2. Force Account Overtime - 20 Laborers - 248 hours \$11,620.66

3. Force Account Equipment - 30 EA. - 548 equipment hours \$17,226.72

4. Contracts - \$13,768.00

Work Completed Total: \$48,167.47

Unit Cost: \$48,167.47 / 2,510 CY = \$19.19/CY

Total Damage Inventory: \$48,167.47

Project Notes:

1. All costs associated with this project have been validated, see attachment labeled 63853 4372-MA CAT A Validation.xlsx

2. All procurement documents attached have been reviewed. See attachment labeled Project #63855 - DR4372MA - Procurement Policy.pdf and Project #63853 - DR4379MA - Procurement Policy 30B.pdf and Project #63855 - DR4372MA - Contract Document Tree Bids.pdf

3. Payroll policy has been provided and reviewed. See attachment labeled Project #63855 - DR4372MA - Personnel Pay Policy.pdf

4. No uprooted or leaning trees were removed, only those that snapped/cracked. Refer to correspondence in the file Email Tree Debris No Uprooting.pdf.

5. All debris was chipped and taken to the transfer station where the chips were used by the town of Medfield.

6. The applicants DAC claim has been provided for this project. In accordance with policy FP 104-11-2 this claim must be written on a separate single management cost project for the applicant.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	48,167.47	0.00	48,167.47
Federal Share (\$)	36,125.60	0.00	36,125.60



PA-01-MA-4372-PW-00015(0) <u>P</u>	
Applicant Name: MEDFIELD (TOWN OF)	Application Title: 63855 - Debris Removal
Period of Performance Start: 06-25-2018	Period of Performance End: 12-25-2018

Bundle Reference # (Amendment #) PA-01-MA-4372-PW-00015(2)	Date Awarded 02-12-2019
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Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER FEMA 4372 - DR -MA	PROJECT NO. 63855	PA ID NO. 021-39765-00	DATE 11-30-2018	CATEGORY A
APPLICANT: MEDFIELD (TOWN OF)		WORK COMPLETE AS OF: 11-30-2018 : 100 %		
Site 1 of 1				
DAMAGED FACILITY: Damage #168522; Debris removal		COUNTY: Norfolk		
LOCATION: PA-01-MA-4372-PW-00015(0): Town Wide Town of Medfield, MA		LATITUDE: 42.173786	LONGITUDE: -71.341789	
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS: PA-01-MA-4372-PW-00015(0): The Disaster #4372DR, which occurred between 3/2/2018 and 3/3/2018, caused: Damage #168522; Debris removal During the incident period 3/2/2018 through 3/3/2018, a(n) Severe Storm(s) deposited the following debris throughout Medfield, Town of Medfield, a Public ROW, located at 42.173786 -71.341789, 2,510 Cubic Yard of Vegetative Debris. The work was completed between 3/2/2018 and 5/31/2018 by both Force Account and Contract, with a permit. Current Version:				
SCOPE OF WORK: PA-01-MA-4372-PW-00015(0): 168522 Debris removal DI # 168522 Work Completed The applicant utilized force account labor, equipment, and contracts for debris removal operations throughout the town of Medfield between 3.2.18 - 5.31.18. The cost share for this project is 75% and covers Days 1 - 180, Work Completed between 3.2.18 - 5.31.18.				

The Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement form has been signed and the applicant elected to participate in the following options:

- Reimbursement of straight time force account labor costs for debris removal

The first temporary staging area was located at 84 High St, Medfield, MA 02502. GPS 42.164950, -71.285868. The permit number is 173187.

The second temporary staging area was located at 50 Pine St, Medfield, MA 02502. GPS 42.230506, -71.278226. The permit number is 173187.

The final disposal site was located at 55 North Meadows Rd, Medfield, MA 02502. GPS 42.190277, -71.316794. The permit number is 173187.

Department of Public Works

A. Removed a portion of 2,510 CY of vegetative debris from roads and public property including right of ways.

B. Chipped a portion of 2,510 CY of vegetative debris at temporary staging site/right of way.

- 1. Force account labor - 20 Laborers - 135 hours \$5,553.09
- 2. Force account labor Overtime - 20 Laborers - 248 hours \$11,619.66
- 3. Force account Equipment - 30 EA. - 548 equipment hours \$17,226.72

Contract

A. Removed a portion of 2,510 CY of vegetative debris from roads and public property including right of ways.

B. Chipped a portion of 2,510 CY of vegetative debris at temporary staging site/right of way.

- 1. ROW debris removal - Contract - \$9,280.00
- 2. Debris grinding/chipping - Contract - \$4,488.00

Work Completed Totals

- 1. Force Account Labor - 20 Laborers - 135 hours \$5,553.09
- 2. Force Account Overtime - 20 Laborers - 248 hours \$11,620.66
- 3. Force Account Equipment - 30 EA. - 548 equipment hours \$17,226.72
- 4. Contracts - \$13,768.00

Work Completed Total: \$48,167.47

Unit Cost: \$48,167.47 / 2,510 CY = \$19.19/CY

Total Damage Inventory: \$48,167.47

Project Notes:

- 1. All costs associated with this project have been validated, see attachment labeled 63853 4372-MA CAT A Validation.xlsx
- 2. All procurement documents attached have been reviewed. See attachment labeled Project #63855 - DR4372MA - Procurement Policy.pdf and Project #63853 - DR4379MA - Procurement Policy 30B.pdf and Project #63855 - DR4372MA - Contract Document Tree Bids.pdf
- 3. Payroll policy has been provided and reviewed. See attachment labeled Project #63855 - DR4372MA - Personnel Pay Policy.pdf
- 4. No uprooted or leaning trees were removed, only those that snapped/cracked. Refer to correspondence in the file Email Tree Debris No Uprooting.pdf.
- 5. All debris was chipped and taken to the transfer station where the chips were used by the town of Medfield.
- 6. The applicants DAC claim has been provided for this project. In accordance with policy FP 104-11-2 this claim must be written on a separate single management cost project for the applicant.

Current Version:

Special Considerations included? Yes No

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is there insurance coverage on this facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9008	Equipment	1/LS	\$ 17,226.72	\$ 17,226.72
2	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	\$ 5,553.09	\$ 5,553.09
3	9227	Force Account Labor (Over Time) - Debris Removal	1/LS	\$ 11,619.66	\$ 11,619.66
4	9231	Contract - Debris Removal	1/LS	\$ 13,768.00	\$ 13,768.00
				TOTAL COST	\$ 48,167.47
PREPARED BY Jeanette Mompo		TITLE PDMG	SIGNATURE		
APPLICANT REP. Donna Cimeno		TITLE DPW Admin Ass't II	SIGNATURE		

Generated Date: 02/13/2019 14:17

Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-4372-DR-MA

Applicant FIPS ID: 021-39765-00 Applicant/Subdivision Name: MEDFIELD (TOWN OF)

PW#	Amendment #	Approved Proj. Amt.	Cost Share	Cat	Bundle	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-01-MA-4372-PW-00015	0	\$48,167.47	N	A	PA-01-MA-4372-PW-00015(2)	<i>force</i>	12-25-2018	100	\$48,167.47	<i>6.1.18</i>	<i>48,167.47</i>	
<p>Total for 1 PWs: \$48,167.47</p> <p>Subgrantee Admin: \$0.00</p> <p>Grand Total: \$48,167.47</p>												

Contract

Generated Date: 02/13/2019 14:17

Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-4372-DR-MA

Applicant FIPS ID: 021-39765-00 Applicant/Subdivision Name: MEDFIELD (TOWN OF)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 18,401,477

Signed: _____ Date: _____

Applicant's Authorized Representative

DN Woods

Signed: _____ Date: _____

Governor's Authorized Representative

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-01-MA-4372-PW-00015

Title: 63855 - Debris Removal

Environmental Law/ Executive Order	Status	Description	Comments
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The 1st staging site at 84 High St, Medfield, MA 02502. GPS 42.164950, -71.285868, is located on FIRM panel 25021C 0166 E, dated 07/17/2012. This site is located in Zone X area of minimal flood hazard. The 2nd staging site at 50 Pine St, Medfield, MA 02502. GPS 42.230506, -71.278226, is located on FIRM Panel 25021C 0157 E, dated 07/17/2012. This site is located in Zone X, area of minimal flood hazard. The final disposal site is the transfer station located at 55 North Meadows Rd, Medfield, MA 02502. GPS 42.190277, -71.316794, permit number is 173187, is located on FIRM Panel 25017C 0645 E, dated 06/04/2010. This site is located in Zone X, area of minimal flood hazard. - kcoulter - 12/10/2018 14:44:27 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	The 1st staging site at 84 High St, Medfield, MA 02502. GPS 42.164950, -71.285868, is not located in a wetland. The 2nd staging site at 50 Pine St, Medfield, MA 02502. GPS 42.230506, -71.278226, is not located in a wetland. The final disposal site is the transfer station located at 55 North Meadows Rd, Medfield, MA 02502. GPS 42.190277, -71.316794, permit number is 173187, is not located in a wetland. - kcoulter - 12/10/2018 14:51:46 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Determination based on [12/10/2018] review of USFWS site: at https://ecos.fws.gov/ipac/ ; this project as described will not affect ESA-listed [list species] or critical habitat. - kcoulter - 12/10/2018 14:59:10 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-01-MA-4372-PW-00015

Title: 63855 - Debris Removal

Environmental Law/ Executive Order	Status	Description	Comments
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Pursuant to Appendix C of the Massachusetts Section 106 Programmatic Agreement executed on 07/11/2011, this project will have limited to no effect on historic properties. The scope of work, as described, meets Programmatic Allowances Sections I.B, I.C, and I.D. At this time, no consultation with State Historic Preservation Officer (SHPO) or tribes is required; however, if the scope of work changes this project needs to be resubmitted for further EHP review. - kcoulter - 12/10/2018 14:56:23 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Instruction Sheet

Please use this form as a guide to help fill out your State Contract Package. All of the documents included are listed in the order in which they will appear in the contract package, along with directions on which forms need to be filled out and where they need to be signed.

Please keep a copy of all forms for your records.

All forms listed with an “X” marked in the box are included in your contract package and must be signed and returned to MEMA.

CASL - Contractor Authorized Signatory Listing

This form will only be included in the first Contract Package you receive for this disaster.

- The CASL designates who from your municipality/organization is authorized to sign contract documents. Their name should be listed in the box on the first page.
- An Authorizing Officer (such as a town administrator, CEO, Controller, legal counsel, etc.) signs on the first page for all Authorized Signatories allowed to sign contract documents..

Return signed and completed form to MEMA.

Standard State Contract/Contract Amendment – Commonwealth of Massachusetts

- This is the actual State contract, along with related information, where you are signing to receive the dollar amount listed.
- The Authorized Signatory completes the bottom left hand corner of the first page.

Return signed and completed form to MEMA

Attachment A

- The Attachment A outlines disaster related information, the FEMA Public Assistance Program, contractual and programmatic obligations, requirements of the PA program under the Stafford Act and 2 CFR 200, and additional sub-recipient related requirements .
- The Authorized Signatory signs on the last page.

Return signed and completed form to MEMA

FFATA – Federal Funding Accountability and Transparency Act form

- The FFATA certifies that you, as the applicant, are receiving federal funds that are subject to public record.
- Only check off and complete table on Part 2 if your municipality/organization meets the criteria listed.
- The Authorized Signatory signs at the bottom of the form.
- Required on single or aggregate contract amounts over \$24,999.99.

Return signed and completed form to MEMA

MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire

- This form is asking the sub-recipient (applicant) to report any federal funding you received and any changes in your grant management procedures in the previous two fiscal years.
- Please complete the corresponding sections on the second page if you answer “yes” to any of the questions.
- Authorized Signatory signs at the bottom of the form.

Return signed and completed form to MEMA

Summary Sheet for Assurances and Certifications

This form will only be included in the first Contract Package you receive for this disaster.

- This is a FEMA form that outlines the assurances and certifications of receiving federal funds that you are agreeing to comply with.
- After completing the top section on pg.1, you will either certify to Part I (non-construction) or Part II (construction), depending on the nature of work completed in your project.
- You will certify to Parts III and/or IV, if applicable.
- The Authorized Signatory signs on the first page.

Return signed and completed form to MEMA

Certification of Compliance with Federal Procurement Standards

- This form must be signed by the person who manages or conducts procurement for the sub-recipient

Project Worksheet (90-91) and Project Application Grant Report (P.2)

- The Project Worksheet (90-91) is included to show the applicant the final damage description, scope of work, and project related information for a Project Worksheet (PW).
- Insurance Narrative included if there are actual or anticipated insurance proceeds assoc. with PW.
- The Project Grant Application (P.2) is included to show the 100% and 75% FEMA cost shares associated with a project.

Return to MEMA but do NOT need to be signed

Project Completion and Certification Report (P.4)

- The P.4 is where the sub-recipient signs to certify that 100% of all the work on this project has been completed.
- If the work is **NOT** 100% complete at the time you receive the contract package, hold onto the P.4 and return it to MEMA when the work is 100% complete.
- The Authorized Signatory signs in the top left hand corner on the second page.

Return signed and completed form to MEMA, if work is 100% complete

Record of Environmental Consideration (If applicable)

- Retain for your records

Insurance Narrative (if applicable)

- Notification Letter
- Determination Memo
 - Retain for your records

Once complete, please return **original** forms to:
Massachusetts Emergency Management Agency
ATTN: Sherry Leung, Contract Specialist
400 Worcester Road,
Framingham, MA 01702



MIIA Health Benefits Trust

Town of Medfield Renewal Meeting AGENDA

- FY '20 Renewal
- Enrollment and Utilization Report
- Reminder on new programs
 - Fitness Benefit
 - Smart 90
- Open Enrollment/Health Fair
- Other Items



MIIA HEALTH BENEFITS TRUST
 Renewal Proposal 7/1/2019 - 6/30/2020
Medfield

MONTHLY CONTRIBUTION RATES				
PRODUCTS		CURRENT	RENEWAL	
		RATES	RATES	INCREASE
Blue Care Elect Preferred Options	Individual	\$906.58	\$885.73	-2.30%
	Family	\$2,359.24	\$2,304.98	-2.30%
Access Blue NE Saver \$2,000	Individual	\$722.41	\$705.79	-2.30%
	Family	\$1,879.24	\$1,836.02	-2.30%
HMO Blue NE Options	Individual	\$897.39	\$876.75	-2.30%
	Family	\$2,334.45	\$2,280.76	-2.30%

Renewal rates are based on final plan design and enrollment.

Senior plans will renew on January 1, 2020.

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

Signed commitment is due on or before April 1, 2019.

Signature for Acceptance of Rates	Date

February 25, 2019

VIA OVERNIGHT MAIL

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

RE: First Amendment to Lease Agreement between the Town of Medfield (“Town”), as Landlord, and Cellco Partnership d/b/a Verizon Wireless (“VZW”), as Tenant, for property located off Hospital Road, Medfield, Massachusetts (“Property”); and

Transformer License on the Property between the Town of Medfield and NSTAR Electric Company d/b/a Eversource Energy

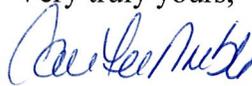
To the Board of Selectmen:

In connection with VZW’s installation of telecommunications equipment on the Town owned water tank located off Hospital Road, I’m enclosing two (2) original First Amendments to Lease Agreement; three (3) original Amended and Restated Memoranda of Lease and three (3) original Transformer Licenses for execution by the Town. Collectively, the Amendments and Transformer License memorialize the location of the utility right of way to VZW’s equipment and the location of Eversource’s transformer on the Property. VZW’s installation received approval by the Board of Appeals on February 13, 2019.

Could you please place this matter on the agenda for the next Board of Selectmen’s meeting for approval and execution? Once executed, please return all the documents to me in the enclosed pre-paid, self-addressed Federal Express envelope to arrange for signature by VZW and to record as appropriate.

If you have any questions or comments with regard to the enclosed, please contact me at your earliest convenience.

Very truly yours,



FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“First Amendment”), dated as of the latter of the signature dates below, is by and between **Town of Medfield**, a municipal corporation with administrative offices located at 459 Main Street, Medfield, Massachusetts 02052 (“LESSOR”), and **Celco Partnership**, a Delaware general partnership, **d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“LESSEE”).

WHEREAS, LESSOR and LESSEE entered into that certain Lease Agreement (“Agreement”) dated October 30, 2018, whereby LESSEE leased a portion of that certain property owned by LESSOR, located off Hospital Road, Medfield, Norfolk County, Massachusetts (“Property”), a memorandum of which is registered with the Norfolk County Registry of Deeds at Book 36421, Page 195; and

WHEREAS, LESSOR and LESSEE now wish to amend the Agreement to replace an Exhibit to the Agreement with a new Exhibit so as to correctly reflect the location of the utility right of way, all as hereinafter set forth.

NOW THEREFORE, in consideration of the terms hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Exhibit B to the Agreement is hereby supplemented with Exhibit “B-1” attached hereto and incorporated therein. Any and all references in the Agreement to Exhibit B shall include Exhibit B-1. If there are any inconsistencies between Exhibit B and Exhibit B-1, Exhibit B-1 shall control.

2. Except as specifically amended or modified hereby, all other terms and conditions of the Agreement, shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the Parties hereto. Capitalized terms in this Amendment shall have the same meaning as set forth in the Agreement.

3. Any inconsistencies or conflicts between the terms and provisions of the Agreement and the terms and provisions of this Amendment and Agreement shall be resolved in favor of the terms and provisions of this Amendment.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this document to be
executed as of the day and year first above-mentioned.

LESSOR:

TOWN OF MEDFIELD, Landlord, by
its Board of Selectmen

By: _____
Name: Gustav Murby
Its: Clerk
Date: _____

TOWN OF MEDFIELD,
Board of Water and Sewerage

By: _____
Name: William Harvey
Its: Chairman
Date: _____

By: _____
Name: Osler L. Peterson
Its: Member
Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: Keith Murray
Title: Director Network Field Engineering
Date: _____

See attached,

LINE	BEARING	DISTANCE
1	S 67° 20' 00" W	238.90
2	N 72° 20' 00" E	238.90
3	N 72° 20' 00" E	238.90
4	N 07° 52' 58" W	183.33
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71-1
TOWN OF MEDFIELD
DEED 37-462-401

71-1
E BEST OF JV PROFESSIONAL
AND BLETCHMAN

71-1
TOWN OF MEDFIELD
DEED 37-462-401



111°18'12"W 349.25'

106°23'52"W 429.80'

146°05'55"W 224.10'

71-17
N/F BENCH
DEED 34-85-417
PLAN 634-4

71-2
ANTHONY V. BOGOSIN
DEED 37-462-401
PLAN 937 OF 1983

71-18
N/F BENCH
DEED 30-77-523
PLAN 937 OF 1983

71-5
N/F BENCH
DEED 1-60-987
PLAN 937 OF 1983

LONGMEADOW ROAD

MAP SHOWING EASEMENT AREA
INSTAR ELECTRIC COMPANY d/b/a
ACROSS THE PRO
THE TOWN OF M
MEDFIELD STATE HOSPITAL
SCALE: 1" = 30'
D.

- LEGEND**
- LOCUS PROPERTY
 - ADDRESS PER
 - OVERHEAD WIRE
 - BURIED ELECTRIC
 - CHAIN LINK FENCE
 - CALCULATED PER
 - FOUND FOUND
 - NOW OR FORMER
 - UTILITY POLE
 - ELECTRICAL METER
 - MANHOLE
 - HYDRANT
 - WATER GATE
 - PROPOSED EA

SEE ONLY

Norfolk County, ss

AMENDED AND RESTATED
MEMORANDUM OF LAND LEASE AGREEMENT

This Amended and Restated Memorandum of Land Lease Agreement is made this ____ day of _____, 20__, between **the Town of Medfield**, a municipal corporation, with its principal offices located at 459 Main Street, Medfield, Massachusetts 02052, hereinafter designated LESSOR and **Cellco Partnership**, a Delaware general partnership, **d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into a Lease Agreement dated October 30, 2018, whereby LESSEE is leasing from LESSOR certain space and non-exclusive rights for ingress and egress and utilities, for the purpose of installing and maintaining the communications equipment and improvements on the property owned by LESSOR located at off Hospital Road, Medfield, Norfolk County, Massachusetts (the "Property"), as amended by a First Amendment to Lease Agreement dated _____, 20__ (collectively the Lease Agreement and the First Amendment to Lease Agreement are referred to herein as the "Agreement"), and which space, as amended, is shown on the attached Exhibit "A-1" attached hereto and made a part hereof. A Memorandum of Lease Agreement is recorded with the Norfolk County Registry of Deeds at Book 36421, Page 195.

2. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits (either the "Commencement Date").

3. The Agreement is for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms provided that the Medfield Board of Selectmen so votes.

COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared Osler L. Peterson, Member of the Board of Selectmen of the Town of Medfield, personally known to me or proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose on behalf of Town of Medfield.

WITNESS my hand and official Notarial Seal.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared William Harvey, Chairman of the Town of Medfield Board of Water and Sewerage, personally known to me or proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose on behalf of Town of Medfield.

WITNESS my hand and official Notarial Seal.

Notary Public
My Commission Expires: _____

THE PREMISES

See attached Lease Exhibit

LINE	BEARING	DISTANCE
1	S 17° 42' 00" W	10.00
2	N 82° 18' 00" E	10.00
3	S 17° 42' 00" W	10.00
4	N 82° 18' 00" E	10.00
5	S 17° 42' 00" W	10.00
6	N 82° 18' 00" E	10.00
7	S 17° 42' 00" W	10.00
8	N 82° 18' 00" E	10.00
9	S 17° 42' 00" W	10.00
10	N 82° 18' 00" E	10.00
11	S 17° 42' 00" W	10.00
12	N 82° 18' 00" E	10.00
13	S 17° 42' 00" W	10.00
14	N 82° 18' 00" E	10.00
15	S 17° 42' 00" W	10.00
16	N 82° 18' 00" E	10.00

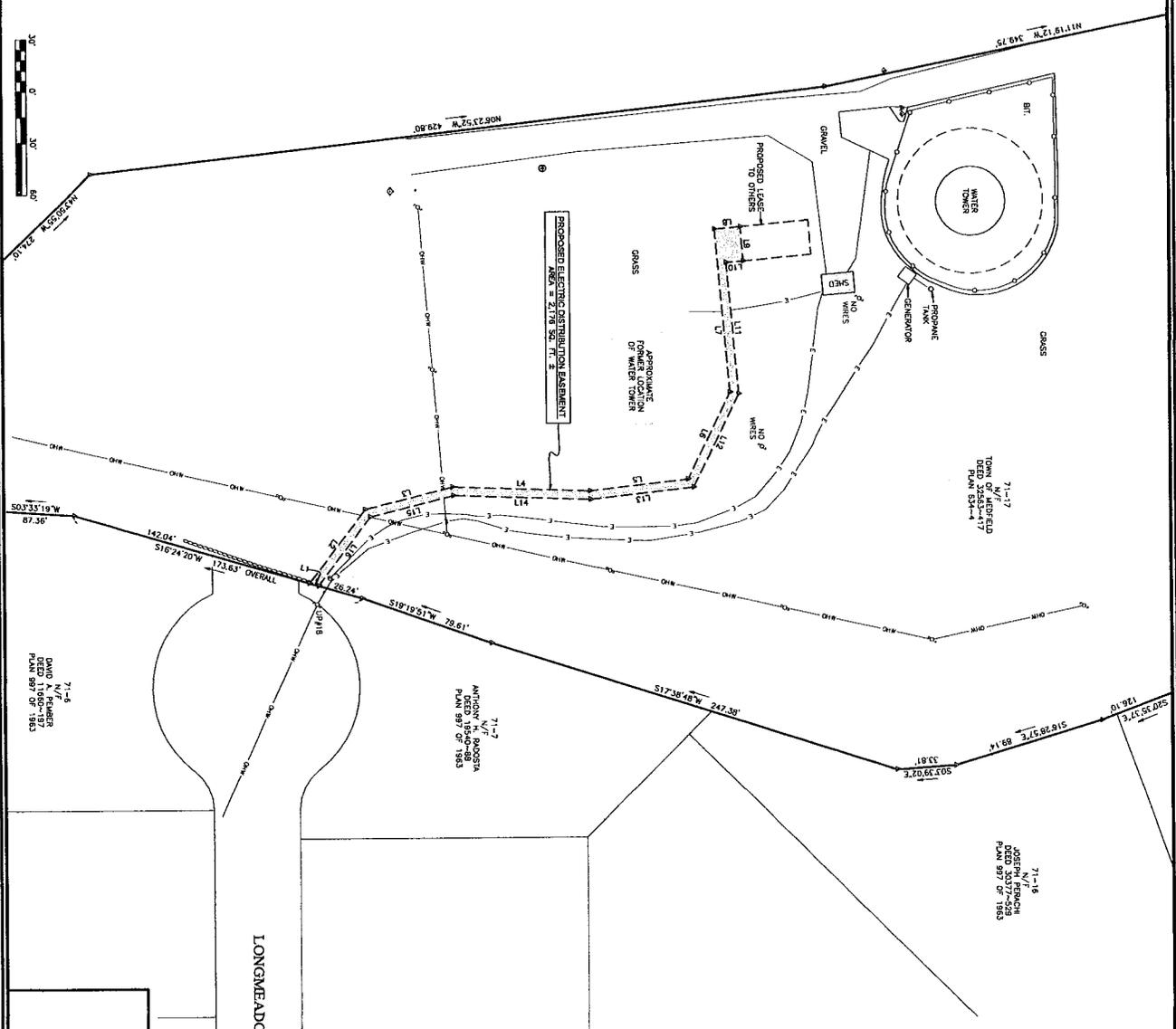
71-1
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TOWN OF MEDFIELD
DEED 184-4-101

71-1
N/F
TOWN OF MEDFIELD
DEED 184-4-101

71-1
N/F
TOWN OF MEDFIELD
DEED 184-4-101



USE ONLY



71-17
N/F
TOWN OF MEDFIELD
PLAN 83-4

71-7
ANTHONY N/F BROOKS
DEED 184-4-88
PLAN 97 OF 1853

71-4
N/F
DAVID N. FEMBER
PLAN 97 OF 1853

71-18
N/F
JOSEPH RUDICH
DEED 184-4-88
PLAN 97 OF 1853

LEGEND

—	LOUIS PROPEL
—	ADAMERS PR
—	OVERLEAD W/F
—	BURIED ELECT
—	CHAIN LINK F
—	BOUND FENCE
N/F	NON OR FENCE
β	UTILITY POLE
•	ELECTRIC MET
•	DUY WIRE ANT
•	MANHOLE
•	HYDRANT
▲	WATER CATE
—	PROPOSED EA

MAP SHOWING EASEMENT ARE
ACROSS THE PROJ
THE TOWN OF MA
MEDFIELD STATE HOSPITAL
SCALE: 1" = 30'
DA

LONGMEADOW ROAD

Transformer License

Work Order #2273068

The undersigned, owners of the premises at 45 Hospital Road, Medfield, Massachusetts, for consideration paid, grant to **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY**, its successors and assigns, the license and permission, from time to time as may be necessary to install, repair, renew and maintain a transformer, including at the option of **EVERSOURCE ENERGY COMPANY** the replacement of said transformer with a transformer of different size and voltage, along with the necessary cables, conduits, wires, sustaining or protecting fixtures, and service connections attached thereto constituting a line for the transmission and distribution of electricity, in, upon, under, along and across the premises, and the right to enter upon said premises from time to time for the purpose of installing, repairing, renewing, maintaining, replacing and removing said line, the approximate location of said transformer and line being shown on the sketch attached hereto as Exhibit A dated October 18, 2018.

EXECUTED AS A SEALED INSTRUMENT this _____ day of _____, 2019.

Install PMH 26296

(Refer to Lease between Town of Medfield and 5-MA Verizon Wireless and Plan)

Town of Medfield, by its Board of Selectmen

WITNESS _____

By: _____
Name: Gustav Murby
Its: Clerk

COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Osler L. Peterson, Member of the Board of Selectmen of the Town of Medfield, personally known to me or proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose on behalf of Town of Medfield.

WITNESS my hand and official Notarial Seal.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared William Harvey, Chairman of the Town of Medfield Board of Water and Sewerage, personally known to me or proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose on behalf of Town of Medfield.

WITNESS my hand and official Notarial Seal.

Notary Public
My Commission Expires: _____

PLAN

See attached.

SE ONLY

LINE	BEARING	DISTANCE
1	N 12° 20' 00" E	15.00
2	N 12° 20' 00" E	15.00
3	N 12° 20' 00" E	15.00
4	N 12° 20' 00" E	15.00
5	N 12° 20' 00" E	15.00
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21	N 12° 20' 00" E	15.00
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23	N 12° 20' 00" E	15.00
24	N 12° 20' 00" E	15.00
25	N 12° 20' 00" E	15.00
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27	N 12° 20' 00" E	15.00
28	N 12° 20' 00" E	15.00
29	N 12° 20' 00" E	15.00
30	N 12° 20' 00" E	15.00

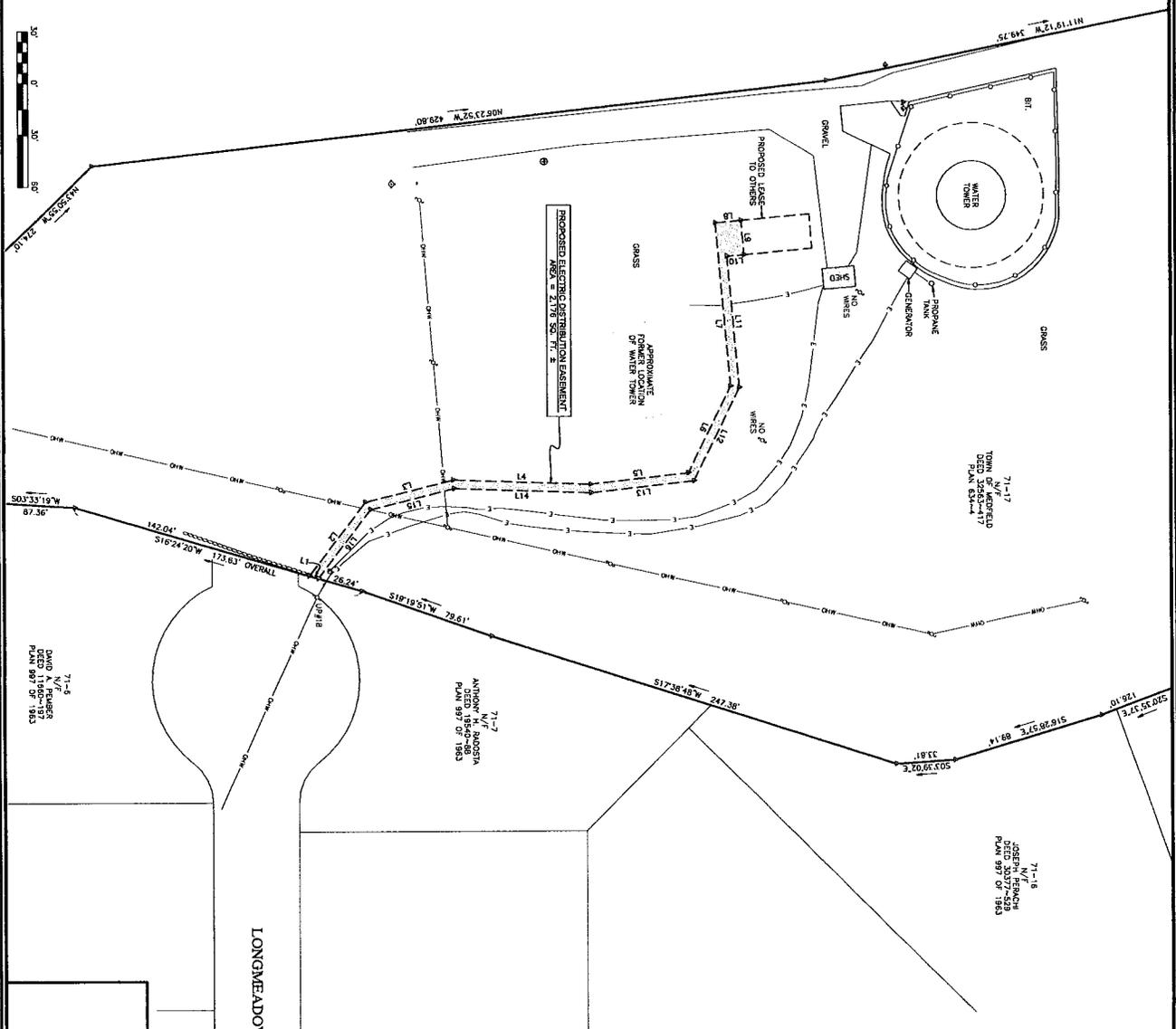
71-1
TOWN N/F FERRIS
DEED 26740-401

71-1
N. STATION & RTR OPS.
A. WOOD (WAS. WORKLAND) AND IS BASED ON RTR
PLAN

71-1
TOWN N/F FERRIS
DEED 26740-401

ASSET OF ANY PROFESSIONAL
ENGINEER OR SURVEYOR
AND BELIEF THAT:
ON THE PLAN ARE THE LINES
AND THE LINES OF STREETS AND
PUBLIC OR PRIVATE STREETS OR
ALLEYS AND THE LINES OF THE
SHIP OR FOR NEW WAYS ARE SHOWN
AND IN CONFORMITY WITH THE RULES
REGISTERS OF DEEDS OF THE
COUNTY.

PREPARED IN THE FIELD UNDER MY
SUPERVISION, BELIEF AND INFORMATION
IN ACCORDANCE WITH THE
PRACTICE STANDARDS.



71-17
TOWN OF SCOTTED
PLAN 631-1

71-7
ANTHONY ROSSETTA
DEED 18540-488
PLAN 997 OF 1853

71-5
DAVID A. FERRIS
PLAN 887 OF 1853

71-18
JOSEPH FERRIS
PLAN 997 OF 1853

- LEGEND**
- LOCUS FERRIS
 - ADJOINERS PROP.
 - OVERHEAD WIRE
 - BURIED ELECTRIC
 - CHAIN LINK FENCE
 - CALCULATED PI
 - IRON PIPE / R
 - NO. 4 WIRES
 - NO. 2 WIRES
 - UTILITY POLE
 - ELECTRIC METER
 - GUY WIRE AND
 - MANHOLE
 - HYDRANT
 - WATER DATE V
 - PROPOSED EASE

MAP SHOWING EASEMENT AREA
INSTAR ELECTRIC COMPANY 406 E
ACROSS THE PROPERTY
THE TOWN OF MEDFIELD
MEDFIELD STATE HOSPITAL
SCALE: 1" = 30'
DATA

LONGMEADOW ROAD

Real Estate Services Technical Assistance Call for Proposals FY20

Through the following call for proposals, MassDevelopment's Real Estate Services Department seeks proposals from cities and towns seeking to address specific economic development challenges.

Proposals will be accepted through Friday, March 15, 2019.

About MassDevelopment's Real Estate Services Technical Assistance Program

Working closely with municipal officials, planners, local stakeholders and others, the Real Estate Services team provides technical assistance to address site-specific and/or district-wide economic development challenges through creative solutions and clear, implementable action steps. Real Estate project managers provide in-house expertise and work with "house doctor" consultants to complete each project. Staff are located in each region of the Commonwealth and understand the unique assets and challenges of each area. Please visit the Real Estate Services Technical Assistance website for examples of recently completed projects.

Real estate services technical assistance awards may range from approximately \$5,000 to \$50,000. MassDevelopment encourages monetary contributions from the municipality, community or regional development organizations, or other outside entities on all projects, but will require a monetary contribution for projects that applicants expect to exceed \$50,000 in services.

For questions about the call for proposals process, please contact Amanda Chisholm, Director of Community Technical Assistance, at achisholm@massdevelopment.com or 617-330-2073. To contact your regional MassDevelopment Real Estate Services staff person, please refer to this map.

Selection Process and Timeline

Proposals must meet one or more of the eligibility criteria outlined in the below section. MassDevelopment's Real Estate Services Department will also evaluate proposals and make awards based on the following criteria:

- o Availability of budget and appropriate house doctor consultants
- o Regional team capacity
- o Municipal commitment to work in partnership with MassDevelopment on the project

in fiscal year 2020, with the earliest projects starting in early 2019. The timing for project commencement will be worked out with each successful applicant. While priority will be given to project proposals submitted by the deadline, MassDevelopment may also continue to accept proposals on a rolling basis from municipalities throughout the year.

Repayment and Required Memorandum of Agreement

All applications for site or building specific assistance shall support publicly owned property. All site-specific assistance will also require repayment of funds if the municipality eventually disposes of the site. All municipalities that receive Real Estate Services Technical Assistance awards shall sign a Memorandum of Agreement with MassDevelopment prior to project commencement. Please see the Memorandum of Agreement Template Document here. Section 6 specifically outlines details on repayment requirements and terms.

NOTE: Applicants have the ability to save their work before submitting. To do so, please select the button at the bottom right of the form. You will be given a unique url with which to access your in-progress application. You may copy this url or email it to yourself through the online interface.

Eligibility Criteria

- Attract or retain jobs
- Create housing opportunities
- Result in the redevelopment of urban, blighted and/or surplus public property
- Help economically disadvantaged communities
- Advance smart growth
- Advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area

To be eligible, your project must meet one or more of the eligibility criteria. Please check the appropriate boxes that apply to your proposed project.

Technical Assistance Opportunities

(Select one that applies)

Application Type

- Master Planning and Visioning for Sites and/or Districts
- Market Feasibility and Financial Analysis
- Surplus Property Reuse and/or Activation Assistance
- Local DIF Technical Assistance

Note: All applications for site specific assistance shall support publicly owned property. In cases where the funding benefits a specific site or building, MassDevelopment services will be provided on a reimbursement basis pending the disposition of the property for reuse. District-focused efforts are eligible to apply for assistance, but city/town-wide planning efforts will not be considered.

If you have applied for resources for this project through other programs (either currently or in the past), please identify them and the status of the request.

N/A

Applicant Details

Application Type

- Single-Entity Application
 Joint Application

Joint applications from multiple cities/towns require a letter of support signed by all parties. This document should be uploaded as a PDF in the "Letter of Municipal Support" section below and ideally should be on the letterhead of the primary applicant entity. All joint applicant entities should be added as "Project Partners" using the button below.

Name of Municipality

Medfield

Please enter name of primary applicant (organization or municipality).

Primary Applicant Contact Information

First

Sarah

Last

Raposa

Please provide a point of contact for the application.

Title

Town Plann

Email

sraposa@r

Phone

508-903-30

Website

State

Zip Code

Joint Applicant Information

Add Project Partner

N/A

Is the municipality a Community Compact community?

Yes No

Is the municipality a Gateway City?

Yes No

Basic Site Data

Project Name

Medfield State Hospital Reuse

Is this a site specific project?

Yes No

Project Address

Address Line 1

Address Line 2

City

State

Zip Code

Property Owner

Town of Medfield

Please enter the name of the individual or entity that is currently in control of the site.

Owner Type

Is applicant in control of the property?

- Yes
 No

Is there community support for this project?

- Yes
 No

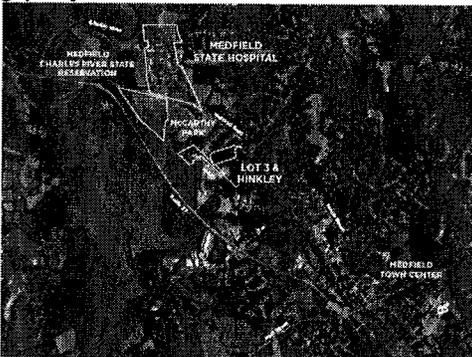
Is this project consistent with recent local planning efforts?

- Yes
 No
 N/A

Brief Description of site/area (please also attach a map clearly outlining the site/area)

Medfield State Hospital is located in the northwest corner of Medfield along the town line bordering Dover. The hospital grounds, now listed on the National Register of Historic Places, are on top of a hill overlooking the Charles River and the surrounding countryside. To the west is state land currently operated by the Massachusetts Division of Capital Asset Management & Maintenance (DCAMM) with a lookout point and trails winding through the trees to the river.

Map depicting project site/area



(**shown here as FYI, will upload as pdf)

Is site/area zoned for intended use?

- Yes
 No

Provide a brief description of current zoning of site/area:

The property is currently zoned Business-Industrial which allows a variety of retail, professional or

Please identify any factors that may need to be addressed to achieve the intended use/s:

- Revised Zoning
- Site Permitting
- Site Survey
- Environmental Assessment
- Infrastructure Upgrades
- Transportation Improvements
- Adjacent Site Acquisition
-

Existing Uses

The state hospital shuttered completely in 2003 and the 35 buildings of varying sizes and conditions have remained unused and vacant. The Core Campus has been used primarily for recreational purposes (walking, running, etc.) and has been leased for a movie location and mountain biking event.

Please summarize all existing, active uses on site.

Past Site/Area Uses (Impact to Development)

The State Hospital was in use from 1892-2003 and developed under the "cottage plan" to serve chronically ill mental patients in smaller buildings with better light and ventilation.

Known hazardous materials in the buildings are asbestos and lead. DCAMM has undertaken a remediation project at the old power plant adjacent to the Core Campus near the Charles River.

Massachusetts Department of Environmental Protection records on spills and reportable incidents regarding hazardous substances indicate that there have been only nine reportable releases at the MSH property per the Massachusetts Contingency Plan (MCP or sometimes referred to as 21E). There are no open MCP issues on the MSH property currently owned by the Town and there are no Activity Use Limitation (AULs) in place on the state hospital grounds. Prior to selling the property to the Town of Medfield, the Commonwealth removed all known underground tanks on the parcels transferred to the town. The former wastewater treatment beds were tested, and no issues were reported. The 1-acre laundry parcel northwest of the core campus quadrangle which was to have been included in land purchased by the Town has not yet been transferred to the Town. The area is still undergoing remediation for Chlorinated Volatile Organic Compounds (CVOCs) by the Commonwealth, which is remediating the land to the strictest standards, which is for residential use.

Please describe any known past uses of the site or area that may impact development.

The Medfield State Hospital site is located on Hospital Road, approximately 2,700 feet from the Route 27/Hospital Road intersection. Hospital Road is a two-lane minor arterial roadway under the jurisdiction of the Town of Medfield that travels in a general east-west alignment in the vicinity of the site. Land uses along Hospital Road consist of residential properties, recreational space, areas of open and wooded space and, of course, the former Medfield State Hospital.

Medfield does not have any public transit services operating within the Town. The closest commuter rail station with train connections to downtown Boston is in Walpole which is approximately 6.5 miles from the MSH campus by car.

Is the site/area being actively marketed?

Yes

No

Please describe any active or recent private development interest in the site/area. If applicable, please note reasons why past interest did not result in development.

The Town recently produced a master plan for the site and has obtained developer feedback in the form of an RFI. Interest in the site has been generated but the Town still needs to obtain town meeting approval for zoning and disposition.

Proposed Project Description

Briefly describe the proposed project including a description of the project, why this project is prioritized as a municipal need, and any current or previous work (studies, site surveys, etc.) completed in relation to this specific site/area. Please also describe how this work compliments other municipal, regional or state initiatives that have taken place related to this site/area.

This technical assistance request consists of two parts:

Confirming costs contained within the financial analysis – One of the key goals established for the MSH master plan centers on the economic and financial impacts of ownership, management and development of the MSH grounds by the Town on residents and Town services. Despite the robust financial model that was prepped by consultants and the master planning committee, the Town continues to struggle with the inputs.

The model identifies and accounts for potential increases in public expenditures (public works, utilities, schools, open space management, etc.); identifies anticipated increases in revenue – real estate taxes, building fees, etc.; address the phasing and time sensitivity of revenues and costs; and utilizes and leverages federal and state resources, including grants, tax incentives, and other public

aspects – type; tenure; market-rate, affordable or some mix; demand, as well as location of housing in the Plan.

Drafting an RFP/Q Package – The Town request assistance in drafting a Request for Proposal package for a developer(s) to implement the Town’s vision and preferred reuse scenario for the Medfield State Hospital area. MassDevelopment’s technical assistance would walk the Town through important decisions in the RFP. The Town will utilize town counsel for development of actual contracts and disposition agreements.

A marketing plan to reach out to prospective proposers including an advertising plan, schedule and distribution list of the RFP is required per the Disposition Agreement. The Town has entered into a memorandum of agreement (MoA) with the Massachusetts Historical Commission, which requires the Town to consult with MHC, the Medfield Historic Commission (Medfield HC) and the Medfield Historic District Commission (MHDC) during the drafting of the RFP and the development of the marketing plan. The Town agreed to provide MHC, Medfield HC, and MHDC fourteen days to review and comment on the marketing plan, plus another seven days to review the marketing plan after the Town has had an opportunity to review and incorporate any comments in the marketing plan.

Following the revision of the draft marketing plan, the Town is obligated to submit the revision again to MHC, Medfield HC, and MHDC for a final seven-day review and comment period on the marketing plan for the RFP.

We are aware that development RFPs for projects the size and character of Medfield State Hospital often entail a two-step review and procurement process. An initial request for qualifications of prospective development teams with initial concepts can be issued. The Town can then evaluate a larger number of prospective development teams and narrow it down to three candidates. This enables the Town to short-list candidates with the right mix of management capacity, expertise, financial strength and experience to successfully undertake the MSH redevelopment assignment and work with the Town. The Town would then invite its short list of pre-qualified proposers to submit full-scale development proposals for the reuse and redevelopment of MSH. A full-scale proposal often entails detailed preliminary plans. With the two-step process, the Town will more likely receive fuller and more detailed proposals from development teams.

Anticipated Scope of Work & Budget

Please list the specific tasks and estimated budget per task that you believe MassDevelopment will be able to assist the municipality with in achieving the proposed project concept as described above.

Financial Analysis ~\$10,000

RFP/Q Package ~\$10,000

Project Outcomes Anticipated / Next Steps

Describe the anticipated outcomes the municipality hopes to achieve with this project and any specific work product the municipality anticipates as a deliverable at the end of this project.

The tasks will help the Town in determining reasonable sales price and terms as well as producing the RFP Package so that the Town may move forward in disposition and redevelopment of the former Medfield State Hospital Campus.

Municipal Commitment

Provide a signed statement from an authorized municipal official (Mayor/Town Manager) to submit this application.

Letter of Municipal Support

Upload

or drag files here.

Submittal

Thank you for providing a MassDevelopment Real Estate Services project proposal. To complete your submission, please click the "Submit" button located towards the bottom left corner of your screen. You should receive a notice in your browser window and an email (to the address listed under Primary Applicant Contact Information) confirming your submittal.

March 12, 2019

Amanda Chisholm
Vice President, Real Estate Services
Director of Community Technical Assistance
via email: achisholm@massdevelopment.com

DRAFT
3/4/19

Dear Ms. Chisholm,

On behalf of the Medfield Board of Selectmen, I am writing to confirm the application of the Town of Medfield, (The Town), for technical assistance with the reuse of the former Medfield State Hospital, (MSH), under the "Surplus Property Reuse" opportunity.

The Town seeks technical assistance in the following areas:

- A.) Confirming costs contained within the financial analysis
- B.) Drafting an RFP/Q

The Town recently completed a master plan outlining a preferred redevelopment scenario (summary attached) and understands the multitude of steps in the land disposition and development process. Since the water and sanitary sewer lines that served Medfield State Hospital when it was operational have been severed and are not operational, an entirely new water and sewer distribution and collection system will need to be engineered and permitted. Infrastructure is an upfront investment that must be functional by the time the first building is open for use and operational at MSH. The financial model developed by the master planning committee conservatively estimated these costs and preliminary conversations with development firms have indicated the unit costs and rents are much higher than market will allow.

The Medfield Board of Selectmen are aware of the funding and repaying requirements for this service and hope that this funding application will be approved so that the Town can continue the redevelopment process for this site.

Respectfully submitted,

Michael T. Marcucci, Chair
Medfield Board of Selectmen

SUMMARY

THE PROPERTY

The MSH property is located on Hospital Road two miles north of the Medfield town center. Established in 1892, the central green quadrangle and its surrounding buildings represent a historic example of late 19th century alternative design for psychiatric hospitals. MSH was the first psychiatric hospital in Massachusetts to be built on the “cottage plan” with smaller and single use buildings to allow for better light and ventilation. Over the last century, the facility grew in size and many buildings were added to the campus. The facility raised its own livestock and produce, and generated its own heat, light and power distributed through a steam tunnel network to all buildings.

MSH buildings were arranged around a quadrangle giving it the feel of a traditional New England village center or college. Of special importance are the 23 buildings constructed between 1896 and 1897 in a late Victorian style of architecture known as Queen Anne. All of the buildings that face each other on the long sides of the common are mirror images of each other, creating a unique design feature. Total building areas and other information on the existing buildings on the site are provided in Table V-4 in the Master Plan.

The Commonwealth of Massachusetts closed MSH in April, 2003. The Commonwealth subsequently disconnected the sanitary sewer system and water lines to individual buildings. In December of 2014, the Town of Medfield acquired 128 of the hospital property’s 241 acres from the Commonwealth including the 88-acre “core campus” north of Hospital Road and 40 acres of open space south of Hospital Road. There are presently 39 buildings on the core campus site, totaling approximately 676,000 square feet. Both parcels are on the National and Massachusetts Registers of Historic Places and situated within the Medfield Hospital and Farm Historic District. Remaining parcels previously associated with MSH and not acquired by the Town as part of the 2014 transaction are currently owned by various agencies of the Commonwealth, are generally open space, and are not included in the redevelopment effort.

THE MASTER PLAN

The Medfield State Hospital Master Planning Committee (MSHMPC) published the Master Plan in August, 2018. The Master Plan represents four years of work by the MSHMPC to develop a comprehensive and coordinated vision of the sustainable redevelopment and reuse of the MSH property.

The MSHMPC conducted extensive outreach to the community in order to discern the priorities and desires of the citizens of Medfield. This was an iterative process involving numerous public interactions in which different concepts were tested with the community. The Master Plan attempts to balance these community desires with the economic and financial objectives of minimal impacts on school and Town services, minimal effects on property tax rates, and the potential for profitable development from the real estate developer’s perspective. Medfield’s reuse priorities for MSH may be summarized as follows:

- **Address Town housing needs**, which may include smaller-footprint housing that is affordable for Medfield residents who are downsizing and would like to stay in the area, or any housing that brings more diversity into Medfield's housing stock in alignment with the Town's Housing Production Plan.
- **Maintain and enhance the character and value of the Town of Medfield and its residents**, including the site's scenic and natural features, spaces for passive and active recreation, and the site's historic, agricultural, and architectural significance.

For more information regarding the Master Plan including extensive community input, please refer to the following documents which may be downloaded from the Town of Medfield Master Plan Webpage (<http://ma-medfield.civicplus.com/556/Medfield-State-Hospital>):

- [Executive Summary](http://tinyurl.com/y9c6ey2f) (tinyurl.com/y9c6ey2f)
- [Medfield State Hospital Strategic Reuse Master Plan](http://tinyurl.com/yd29lvtz) (tinyurl.com/yd29lvtz)
- [Map of the Preferred Scenario](http://tinyurl.com/y7bk79x5) (tinyurl.com/y7bk79x5)
- [Appendix](http://tinyurl.com/y8xj8ccx) (tinyurl.com/y8xj8ccx)
- [Draft MSH District Zoning](http://tinyurl.com/ycya2ewk) (tinyurl.com/ycya2ewk)
- [Site Survey](#)

PREFERRED REDEVELOPMENT SCENARIO

Section VIII of the Master Plan describes a preferred redevelopment scenario that embraces Medfield's priorities of redevelopment while respecting various legal agreements the Town has entered into with the Commonwealth of Massachusetts, the Massachusetts Historical Commission, and the Massachusetts Department of Agricultural Resources. The preferred redevelopment scenario:

- Preserves and rehabilitates as many historic buildings as is financially feasible, retaining the site's historic architectural character and the historic landscape of MSH while updating for ADA accessibility and allowing for some selected demolition of non-contributing buildings;
- Provides a diversity of housing opportunities for seniors and for persons of all ages and incomes while advancing the Town's housing production goals;
- Uses a mixed-use approach to redevelopment by creating new commercial spaces for businesses, offices and shared work space on the core campus, featuring space for a café and a restaurant that can showcase local foods with farm to table offerings;
- Embraces the importance of health, fitness, sports and recreation for all and provides a site for a new Parks and Recreation facility;
- Maintains and creates spaces and trails for walking, dog walking, hiking, horseback riding riverfront access, enjoying the outdoors and appreciating the incredible vistas overlooking the Charles River;
- Creates a cultural center to be a destination and focal point involving and providing

- Dedicates over half the land to open space and agriculture.

The preferred redevelopment scenario described in the Master Plan suggests the rehabilitation of 28 historic buildings and construction of 16 new buildings encompassing 661,000 SF, provides for development of 191,000 SF of new commercial space and a 26,000 SF cultural center, and preserves 76 acres of open space for trails, walking paths, and agriculture while reserving up to 12 acres for a public parks and a recreation facility and other appropriate commercial/agricultural use south of Hospital Road. The housing plan envisions up to 334 units including market-rate, affordable, senior, and other uses with some for-sale units as well as rental housing, assisted living, live-work, and special needs housing.

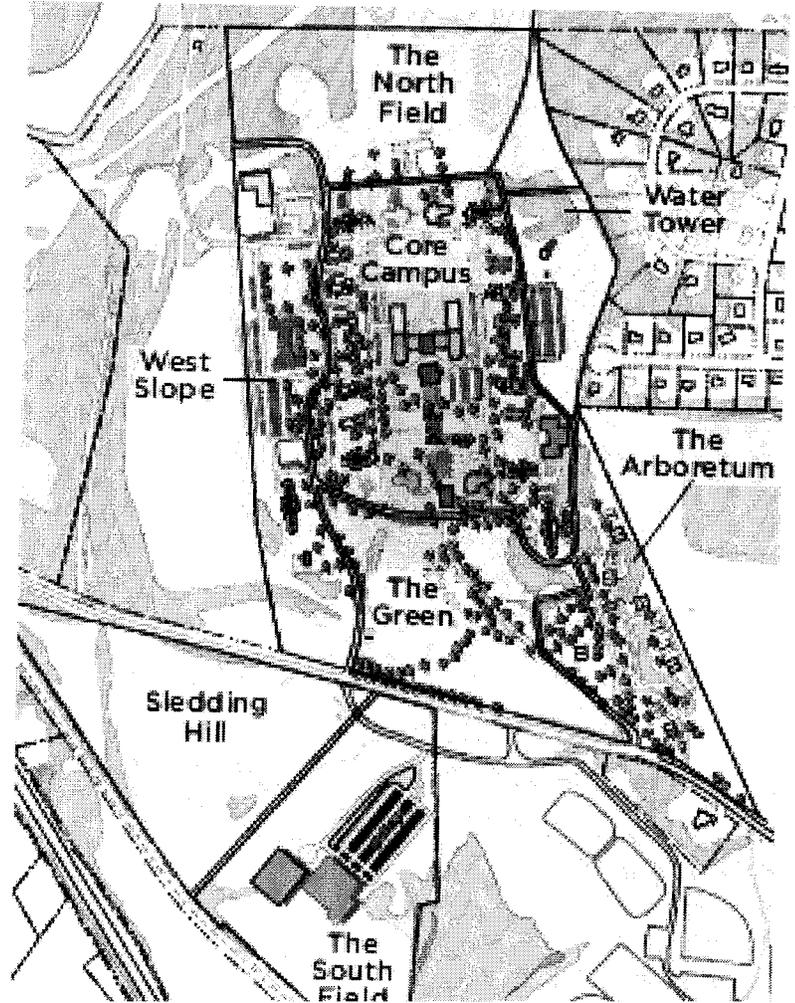
The land north of Hospital Road is currently zoned Business-Industrial and the land south of Hospital Road is currently zoned as Agricultural. Prior to the issuance of an RFQ or RFP, it is anticipated that necessary zoning changes will be made to support the proposed uses described in the Master Plan. The draft zoning by-law for the redevelopment of Medfield State Hospital is hyperlinked on Page 2 of this Strategic Reuse Summary.

FOCUS AREAS

For purposes of discussing the preferred redevelopment scenario as well as architectural, design, and other considerations, the Master Plan divides the site into the eight focus areas below.

- The Green
 - Vision: Rehabilitation and expansion of the grassy area to retain the bucolic vista from Hospital Road (Hospital Farm Historic District)
 - Possible setting for special events, natural amphitheater
- The Core Campus
 - Vision: Active center of the redevelopment. Mixed use, including residential community with food, gathering places, services, arts and culture.
 - Historic rehabilitation, mix of residential unit types and affordability, including housing for millennials, senior housing, and a possible continuing care retirement community with independent living or assisted living.
 - Includes supporting commercial uses, offices, café, restaurant and cultural uses
- The Arboretum
 - Vision: Adjacent residential housing set on a site that preserves the historic treescape while offering more modern housing. Historic rehabilitation of the Superintendent's house with additional new construction of accessible homes
 - Preservation of tree collection identified as making up the "Arboretum".
- Water Tower Area (not developable)
 - Vision: Continued use as water supply tower in accordance with agreements the Town has with the Commonwealth.
 - Parking and community gardens

- Vision: Agriculture and public access
 - Demolition of existing buildings
 - Possible future residential use (long-term site for future use maintained for the time being as open fields, potentially available for haying or other similar uses)
- West Slope
 - Vision: Primary area projected for commercial use
 - Public, residential, and commercial uses (e.g. welcome center, management office, inn with restaurant and fitness center); Maintain viewshed of Charles River Gateway
- The South Field
 - Vision: Municipal Recreation, Agriculture
 - Possible recreation facility
 - Possible commercial agriculture facility
 - Possible leasing of fields for agriculture
- Sledding Hill
 - Vision: Maintain winter sledding activities in accordance with clear preferences voiced by Town residents
 - Agriculture (haying) in summer



jpruell@pruelllaw.com EMAIL
6 Park Street P.O. Box 431
Norwood, MA 02062
781-762-7611 TELEPHONE
781-762-6190 FACSIMILE
January 30, 2019

RECEIVED

FEB 14 2019

BY: 

Leslee A. Willitts
Conservation Agent
Medfield Conservation Commission
459 Main Street, Town House
Medfield, MA 02052

RE: Delapa Properties

Dear Ms. Willitts,

On behalf of Anthony F. Delapa and his related entities please let this correspondence serve as an offer to convey the following parcels to the Town of Medfield Conservation Commission:

1. 5 Birch
2. 26 Millbrook
3. 30 Millbrook
4. Woodend Lane
5. 10 Woodend Lane

Copies of tax bills and related materials for the overreferenced parcels are enclosed.

It is noted that the real estate are owed.

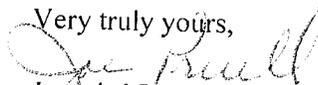
Based upon the understanding that the parcels are not buildable as well as the fact a considerable amount of sums have been paid in real estate taxes over the years, my clients offer to convey said parcels to the Town. We are asking that the town accepts the land for conservation purposes without the land owner having to pay additional taxes to the town.

The tax collector has told Anthony P. Delapa that all back taxes need to be paid in order to consider any request to convey the land.

One property is in tax taking and the cost of legal fees, publication costs and land court foreclosure fees can be avoided if the Town would accept a gift of said parcels.

Thank you in advance for your review of this request and I look forward to receiving a response.

Very truly yours,


Joseph J Pruell

February 21, 2019

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

RE: An update and thank you from our leadership for your municipal support and FY19 invoice

Dear Town Administrator Trierweiler:

On behalf of the 495/MetroWest Partnership, we want to personally thank you for Medfield's financial support as a contributing community of our work on behalf of our region's communities, commuters, and companies. Municipal support and involvement in the Partnership over the last year has enabled us to make great strides on a number of fronts affecting our region's competitiveness and success. Some of our 2018 accomplishments include:

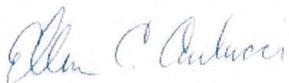
- Engaging with Governor Baker, Lt. Governor Polito, key agency leaders, and our legislators to identify needed policies to support sustainable and successful suburban development
- Working with MassDevelopment, Central Massachusetts Regional Planning Commission, and the Metropolitan Area Planning Council to identify municipalities' updated priority development areas
- Securing funding and advancing design alternatives for the I-495/I-90 Interchange Improvement Project
- Representing our region's needs on the state's Rail Vision Advisory Group, which is providing input and oversight for the state's examination of how to best leverage commuter rail to support the transportation and economic growth needs of Massachusetts
- Working directly with state agencies, municipalities, and the private sector on employer growth and location opportunities through the Regional Economic Development Organization program
- Releasing an overview of the region's strengths in life sciences, *Life Science in the 495/MetroWest Region: Existing Importance and Future Possibility* and highlighting key opportunities for continued growth
- Creating resources such as our regional economic report, *495/MetroWest Strength in Numbers*, our corresponding Municipal Reports, and our regional employer survey

Enclosed are additional materials which further outline the Partnership's accomplishments and initiatives for our region's ongoing growth, viability and sustainability into 2019 and beyond. To that end, if you have feedback or if you'd like the staff to brief you, municipal staff, and/or the Board of Selectmen or relevant committees, just let our Executive Director know (his contact information is below).

The Partnership appreciates the opportunity to work with you and Medfield, and thank you again for being a contributing community (our FY19 invoice is enclosed). We look forward to working with you in the upcoming year and beyond to do great things for the region.

PS - Please be sure to join us at our annual State House Day on April 9th (invite enclosed)!

Best of health in 2019 and with deep gratitude,



Ellen Carlucci



Jav Marsden



Paul Matthews



2/14/2019	21419-TMedf
-----------	-------------

495/MetroWest Partnership

200 Friberg Parkway, Suite 1003
Westborough, MA 01581

To:

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

Fed Tax ID 16-1658 406
Phone: (774)760-0495
Email: paul@495partnership.org
Web: www.495partnership.org

<i>Thank you for your investment!</i>	Amount Due:
Thank you for support during FY2019 (July 1, 2018- June 30, 2019)	500.00
<i>Scheduled Investment Date:</i>	<i>FY2019</i>

Thank you for becoming an investor in the 495/MetroWest Partnership!

***YOUR VOICE FOR YOUR REGION:
INVEST FOR YOUR SUCCESS***

Please make checks payable to the 495/MetroWest Partnership and mail to the address above.

2019 BOARD OF DIRECTORS

(* serve on the Executive Steering Committee)

*Officers

Ellen Carlucci
Jay Marsden
Charles Dwyer
Kristen Las
Peter Martin

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Public Sector Co-Chair
Private Sector Vice-Chair / Treasurer
Public Sector Vice-Chair
Clerk

UMass Memorial Marlborough Hospital
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Sherborn Planner
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Paul Joseph

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Don Lowe

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Commerce

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Dean College
Corridor Nine Area Chamber
Sanofi
Metropolitan Area Planning
Council

Joseph MacDonough

David McCay
Tim McInerney

*Rob Nagi

Bill Nemser

Laura O'Callaghan

Avidia Bank

Mirick O'Connell

Grafton Town Administrator
VHB

Maynard's Town Planner
Milford Area Chamber of
Commerce

Paige Duncan
*Matt Durand
Chris Egan
*James Errickson

Foxborough Planner
Cumberland Farms
Carruth Capital LLC
Natick's Director of
Community & Economic
Development

Joseph O'Leary

Michael Phillips

Sarah Raposa

Arthur Robert

Customers Bank

Bose Corporation

Medfield Town Planner

Framingham's Community &
Economic Development
Director

Dan Feeney
*Paul Fitzgerald
Dale Hamel
Jack Hathaway
Michael Herbert
Jack Hunter

Beals + Thomas
Dell EMC
Framingham State University
Norfolk Town Administrator
Ashland Town Administrator
Hudson's Director of Planning
& Community Development

Charles Sacre

Trish Settles

Lisa Vernegaard

Mayor Arthur Vigeant

*Matthew Zettek

Kleinfelder Northeast

Central MA Regional
Planning Commission

Sudbury Valley Trustees

City of Marlborough

Upper Charles Conservation
Land Trust

Courtney Jackson
Craig Johnston

MassBay Community College
R.W. Holmes Realty

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Rep. F. Jay Barrows
Rep. Carolyn Dykema
Rep. Kate Hogan
Rep. Hannah Kane
Rep. David Linsky

MA House of Representatives
MA House of Representatives
MA House of Representatives
MA House of Representatives
MA House of Representatives

Senator James Eldridge
Senator Karen Spilka

MA State Senate
MA State Senate

(over for list of Ex-officio officeholders)

Ex officio

Kelly Arvidson
Secretary Matt Beaton
Michele Brooks
Gregg Bunn
Henry Fitzgerald
Michael Goodman
Jonathan Gulliver
Paul Loscocco
David Magnani
Susan Nicholl
Joseph Nolan
*William Pezzoni
Lt. Governor Karyn Polito
Secretary Stephanie Pollack
Glenn Trindade

MassDevelopment
Executive Office of Energy and Environmental Affairs
TransAction Associates
MassHire MetroSouth/West Workforce Board
Former CoChair/Shrewsbury
UMass Dartmouth/Public Policy Center
MassDOT Highway Administrator
Riemer & Braunstein
Former State Senator
MetroWest Tourism & Visitors Bureau
Former CoChair/Wayland
Former CoChair/Day Pitney LLP
Commonwealth of Massachusetts
MA Department of Transportation
Former CoChair/Medway



495/METROWEST

PARTNERSHIP

Leaders for Regional Prosperity

2019 State House Day

**THE 495/METROWEST PARTNERSHIP
INVITES YOU TO ATTEND**

OUR ANNUAL STATE HOUSE DAY

WITH

SENATE PRESIDENT SPILKA

AND THE 495/METROWEST LEGISLATIVE DELEGATION

When

**TUESDAY, APRIL 9, 2019
11:00 AM TO 1:00 PM
LUNCH WILL BE PROVIDED**

Where

**SENATE ROOM 428
STATE HOUSE, BOSTON**

RSVP

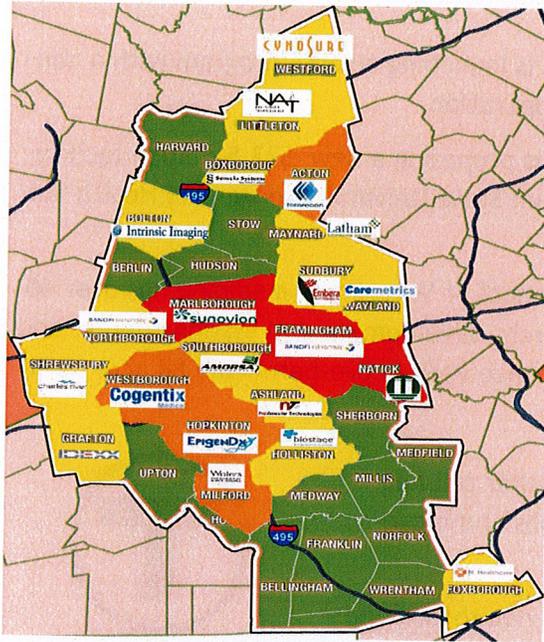
**BY APRIL 2, 2019 TO LIAM MONAHAN AT:
INTERN@495PARTNERSHIP.ORG OR 774.760.0495
SPACE IS LIMITED**

Special thanks to our event sponsors:



Special thanks to our Legislative Delegation members...

Life Science in the 495/MetroWest Region: Existing Importance and Future Possibility

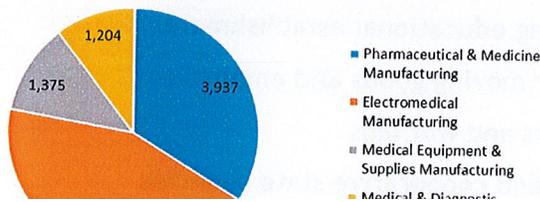


- ✔ More than 90 life science firms call the 495/MetroWest region home, along with hundreds of other firms across the rest of the Commonwealth.
 - ✔ Twenty one of the thirty five 495/MetroWest communities have at least one life science firm present.
- Life Science is the second most important industry to the 495/MetroWest regional economy, second only to Information Technology.

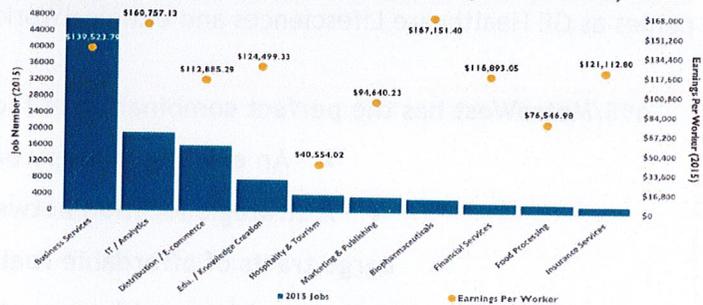
- ✔ The 495/MetroWest economy is 11 times more specialized than average in the field of Biopharmaceuticals and 4.5 times more specialized than average in Medical Devices.
- ✔ The 495/MetroWest Region has a very well educated workforce with 54.82% of the population in possession of a bachelor's degree or higher.
- ✔ Life Science employees are some of the highest paid professionals in the region on average earning \$165,000 annually.

	495/MetroWest	Massachusetts
Biopharmaceuticals	11.16	3.18
Education and Knowledge Creation	2.27	5.97
Financial Services	1.07	2.81
Fishing and Fishing Products	0.18	5.81
Footwear	2.98	6.30
Information Technology and Analytics	15.14	5.59
Insurance Services	1.21	2.99
Jewelry and Precious Metals	0.31	3.99
Marketing, Design, and Publishing	2.18	2.59
Medical Devices	4.50	3.67
Recreational and Small Electric Goods	3.40	2.20

Life Science Jobs by Subfield



Largest Traded Industry Clusters in 495/MetroWest, 2015



*Infographic and data courtesy of UMass Dartmouth Public Policy Center for the 495/MetroWest Suburban Edge Community

- ✔ The Life Science industry employs more than 11,600 individuals within the region.

495/MetroWest: A Dynamic Region with Room for Expansion

**DEAN
COLLEGE**



**Framingham
State University**

**MASSBAY
COMMUNITY COLLEGE**

**Tufts
UNIVERSITY**

**Cummings School
of Veterinary Medicine**

Education: Between 495/MetroWest and the surrounding areas of Massachusetts there are dozens of universities with life science related programs

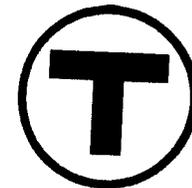
Framingham State University is launching an MBA program with a concentration in biotechnology operation.

MassBay Community College is proposing a new \$33.5 million facility collaboration with Framingham State University to support Health Science Programs.

Tufts University Cummings School of Veterinary Medicine has over 40 companies annually as research, development and testing clients, and is developing the Grafton Science Park, a pre-permitted 84 acre park of up to 702,000 square feet.

Transportation: Major highways, freight rail connection, a commuter rail network, regional transit authorities, and shuttles ease access to jobs and movement of goods for firms located in 495/MetroWest.

Digital Health: This rapidly growing sector at the intersection of healthcare and information technology was prioritized as an emerging industry cluster in the state's economic development plan, *Opportunities for All*. As a result, Governor Baker and state leaders created the Massachusetts Digital Health Initiative, a public-private partnership establishing Massachusetts as a leading ecosystem for digital health innovation, driving economic impact and improving healthcare cost and quality. Given the 495/MetroWest region's importance in life sciences and information technology, this a rapidly growing cluster exemplified by such companies as GE Healthcare Lifesciences and eClinicalWorks.



MASS
DIGITALHEALTH

*<http://massdigitalhealth.org/>

495/MetroWest has the perfect combination of factors for the life sciences Industry including:

- An existing industry base with over 90 firms
- A strategic location between Boston and Worcester
- Large tracts of affordable real estate, including existing labs
- A skilled workforce with many strong educational establishments
- A robust transportation network for moving goods and employees
 - Numerous incubators and wet labs
- Committed municipal governments and cooperati...

February 12, 2019

Roberta Lynch
Director, Medfield COA
One Ice House Road
Medfield, MA 02052

Dear Roberta,

I would like to be considered for the open position on the Board at The Center at Medfield.

I recently retired from the Alzheimer's Association, working in both finance and administration as the Office Manager. I worked at the Association for 11 years. It was a switch from teaching after my mom died from Alzheimer's. I wanted to work with an organization that was committed to helping caregivers and people with a diagnosis, raising awareness, advocating for legal protection and providing support.

I moved to Medfield about 6 years ago, and want to continue that work of supporting the elder community, a community I am now a part of. I see that The Center at Medfield is at the forefront of that work of supporting our elder community in multiple ways with diverse resources. I believe that my experience gained through 11 years at the Alzheimer's Association, dealing with insurance issues, staffing and finance in a volunteer-based paradigm will bring beneficial skills to the Board. I would like to be a part of the that work and a part of what has made Medfield the great community it is.

Thank you for your consideration.

With regards,



Katie Robinson
91 Pleasant St B11
Medfield, MA 02052

Mail

Evelyn Clarke <eclarke@medfield.net>

Board Recommendation

Michael Lynch <rylnch@medfield.net>
Katie Robinson <krrobinson@medfield.net>, Evelyn Clarke <eclarke@medfield.net>

Wed, Mar 6, 2013

at the board met today. They voted to recommend Katie Robinson (91 Pleasant Street Unit B-11) to fill the seat now open with Michael Clancy's retirement.

Michael R. N., Director
Town of Medfield
Council on Aging
100 Pleasant Street
Medfield, MA 02052
Phone: 508-538-3665

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Medfield Garden Club Request for Funding for TASC (Town Area Sites)

The Medfield Garden Club is requesting \$2500 from the Town of Medfield's Local Meal Tax Fund to defray the cost of ongoing renovations and maintenance for its 22 municipal planting sites around town.

Background

The Medfield Garden Club was established in 1933 for the purpose of community beautification, conservation, and education. The first civic plantings by the club were done in 1935 when Medfield Garden Club members planted trees at schools and at the police station.

The Club has a long history of volunteerism in town. The Medfield Garden Club currently maintains 22 TASC sites around Medfield with four season interest. The sites include island and container gardens at many major intersections around town, a native, shade garden at the Library, and the stone planters at the entrances to the town, which serve as a welcome to Medfield.

In addition to maintaining the containers at the front of Town Hall, the MGC plans to discuss renovations to the green spaces in front of the building to enhance the appearance of this very visible and important site.

Also this year, we will introduce the Pinky Meader Memorial Bench and Garden at Meetinghouse Pond with a dedication ceremony in May.

In addition to the 22 island and container gardens, the Medfield Garden Club provides the winter wreaths, swags, and greens for the Town House, the Medfield Public Library and the gazebo.

The Medfield Garden Club has one TASC coordinator who oversees all sites and site managers. The club has thirty site managers who are responsible for planting, weeding and watering on a weekly or twice weekly basis depending on the specific site needs, weather and time of year. Currently, mulch, river stones, and curbing is provided by the Town DPW.

sites are primarily located on highways and byways.

All thirty of our TASC site volunteers report community members stopping to admire the club's plantings and to thank us for all we do to beautify the town.

Rationale

For eighty-five years, the club has self-funded its efforts to maintain its civic beautification sites through two major fundraisers: a spring plant sale and a winter holiday greens sale.

Unfortunately, over time, these fundraisers have contributed less and less to our revenue due to increased competition with inexpensive nursery or outlet stock, more people having landscapers buy and install plants, and rising prices on the cost of our materials.

The Medfield Garden Club is in need of financial assistance to perform our site renovations and ongoing maintenance. We are requesting that the Town of Medfield partner with us to ensure the continuation of our beautification efforts in the community. The Medfield Garden Club is committed to keeping these 22 sites looking their best season to season and year to year. With that goal in mind, the club began making major changes to our TASC sites starting in the spring of 2017 and these efforts are ongoing through 2019.

In 2017, the Town of Medfield generously contributed \$2500 to our work, and this support was much appreciated by the Medfield Garden Club Board and members.

Schedule and Scope of Work

We are transitioning from annuals, which are expensive, water hungry plants, to native plants, to more drought resistant perennials and to dwarf shrubs. This plan is expensive for start-up costs, but we expect it will pay off over the years with more consistent beauty and hardier plants and with lower maintenance and watering needs.

Summary

The Medfield Garden Club is requesting \$2500 from the Town of Medfield to support the continuing renovation and maintenance of our 22 sites, and the future projects that are in the planning stages.

Thank you for your consideration and contribution to our ongoing volunteer efforts.

Nancy Tella
TASC Chairperson
Medfield Garden Club

Total Budget Allowances for island sites and containers: \$4300

Amount spent in 2018: \$3780

Dr W Stone Planter

Hospital Road and Harding Streets

Hospital Road and Route 27

Hospital Road at McCarthy Field

Library Containers

Library In-ground, Native Shade Garden and Walkways

Meeting House Pond

North and Harding Streets

North and Pine Streets

North Street and Route 109

Safety Building, Dale Street

Route 109 and Causeway Streets

Route 109 and Hartford Street

Route 109 East Stone Planter

Route 109 West Stone Planter

Route 27 South Stone Planter

Routes 109 and 27

South and Knollwood Streets

South and Philip Streets

South Street Extension and Route 27

Town Hall

Pinky Meader Memorial Bench and Garden @ Meetinghouse Pond

February 20, 2019

Board of Selectmen
459 Main Street
Medfield, MA 02052

Re: MEMO's 2019 Discover Medfield Day (40th Year)
September 14th (no severe weather postponement date)
Town Assistance / Land Use / Common Victualler's License / Street Banner

Dear Selectmen:

The Medfield Employers and Merchants Organization, Inc. (MEMO) hereby requests the Town of Medfield's permission and assistance in holding MEMO's 40th Annual Discover Medfield Day on Saturday, September 14, 2019. MEMO's plans currently call for essentially the same format, locations, hours, and layout as last year, including a 9:00 am opening time and a 3:00 pm closing time.

MEMO hereby requests the Town's permission to use Town-owned land at Meetinghouse Pond area and portions of North and Frairy Streets and Upham Road, and for a small amount of assistance in undertaking the Discover Medfield Day events again this year. If your Board and the Town Departments under your jurisdiction are willing to approve MEMO's plans on the same basis as last year, please indicate your consent by signing below and returning one copy to me.

I'm also enclosing herewith an application for a blanket Common Victualler's License and ask that you act on that application as well. In the past your Board has graciously waived the \$50.00 application fee. However, if the fee is required please let me know and I'll forward payment to you.

As a condition of your approval, MEMO agrees to provide the Town with a certificate of insurance for Discover Medfield Day upon the same terms as last year.

Written permission is also being requested of private property owners Brook Run Development Corp., the First Parish Meeting House, and Montrose School, which are expected to give permission for the use of their downtown properties.

Street at Dexter Park from August 17 (the banner usually gets hung the weekend following the last MEMO Summer Concert) through Discover Medfield Day.

Thank you for your courtesies and assistance.

Very truly yours,



Russ Hallisey

MEMO's Discover Medfield Day 2019 Chair

tel: 508-733-9995

APPROVED AND ASSENTED TO BY THE TOWN OF MEDFIELD:

BOARD OF SELECTMEN

By:

Michael T. Marcucci, Chairman

Date

Gus Murby

Date

Osler Peterson

Date

Date: 2-20-19

I MEMO, MEDFIELD DAY hereby apply to the Board of Selectmen
for the following license:

COMMON VICTUALLER

Licensee's Social Security No. _____ or Federal I.D. No. 22-313 2241

I certify under the penalties of perjury that I have filed all state and municipal tax returns and
paid all state and municipal taxes required under law.

Russell Kelly TREASURER
Signature of Individual
(or Corporate Officer)

License to be made out in the name of MEDFIELD EMPLOYERS AND MERCHANTS ORGANIZATION

Address PO BOX 6, MEDFIELD, MA 02052

First application for this license? NO Renewal license _____

Date license to be exercised 9-14-19 - NO PAID DATE
Fee: _____

Applicant's signature Russell Kelly

Residence 11 CEDAR TREE ROAD MEDFIELD, MA 02052

Please leave blank

License approved or disapproved _____

Date: _____ No. _____ Fee _____

Board of Selectmen



February 20, 2019

Board of Selectmen
459 Main Street
Medfield, MA 02052

Re: MEMO's 2019 Summer Concert Series

Dear Selectmen:

Request is made to hold our annual Summer Concert Series on Thursdays, June 13th through August 15th at the Gazebo and the park outside the Library, with the exception of no concert the week of July 4th.

Request is also made to hang our banner announcing the Concert Series across Main Street at Baxter Park from May 25th (the banner usually gets hung during Memorial Day weekend) through the last concert.

If your Board is willing to approve MEMO's plans on the same basis as last year, please indicate your consent by signing below and returning one copy to me.

Very truly yours,

A handwritten signature in blue ink that reads 'Russ Hallisey'.

Russ Hallisey
Chair, MEMO Summer Concerts 2019
Tel: 508-733-9995

BOARD OF SELECTMEN

By: _____
Michael T. Marcucci, Chairman

Date

Gus Murby

Date

Osler Peterson

Date



St. Edward Parish Medfield

Evelyn Clarke <eclarke@medfield.net>

<d523walsh@gmail.com>
medfield.net, Mary Sheedy <marysheedy@comcast.net>

Wed, Feb 27, 2018

Hi you a couple of weeks ago about an event that will be held at St. Edward Parish. We are hosting a wine and cheese meet and greet for parents of their children baptized in 2018. The event is scheduled for Friday, March 29th. We are inviting roughly 75 parishioners and would like to request a permit to serve alcohol (served by one bartender). Please advise if the liquor permit will be allowed. We will wait to hear back from you before we request the permit.

1
St. Jude Parish
31-9215
walsh@gmail.com



Evelyn Clarke <eclarke@>

Varsity Baseball/Softball Car wash Request

ies <dhue@aol.com>
@medfield.net

@verizon.net, "Chris Potts (softball)" <christine.mccue@verizon.net>, Ryan Donahue <rdindians07@gmail.com>

d of Selectman,

eld High School Baseball and Softball teams would like to hold a car wash/fundraiser behind Town Hall. The car wash would be held on May
coincides with MYBS opening day. Please let me know if this date is available and approved.

in advance for your consideration.

ahue

my iPhone

Wed, Feb 20, 201