



TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK

TOWN OF MEDFIELD, MASS.

2019 APR 19 A 11:14

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 Hall, Warrant Committee Room, 1st floor	Tuesday April 23, 2019 @ 6:30 PM
Town Hall, Chenery Meeting Room. 2 nd floor	Tuesday April 23, 2019 @ 7:00 PM

AGENDA (SUBJECT TO CHANGE)

6:30 PM Declare meeting open

6:30 PM Vote to go into Executive Session: Exemption #2: To conduct strategy session in preparation for negotiations with nonunion personnel: discussion of Police Chief contract for Michelle Guerette

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

7:00 PM Ron Gustavson to request permission to hold the annual "Lions Toll Booth" Saturday May 11, 9AM to noon

7:05 PM Jay Duncan, Townwide Master Planning Committee

Review and approve red-lined charter; review and approve draft RFP for distribution

7:15 PM Town Planner Sarah Raposa

Discussion of zoning articles including Upper Spring Street Overlay District

7:30 PM Maurice Goulet, DPW Director

Discuss proposed policy for Transfer Station Stickers

Action Items

Vote to sign Mayrock LIP Application and LIP MOU

DPW Director Maurice Goulet requests the Selectmen vote to sign:

FEMA Contract regarding March 13, 2018 Winter Snowstorm

Contract with Stumpy's Tree Service, term April 23, 2019 through December 31, 2020 (Town Counsel reviewed)

Megan Sullivan, Chair Transfer Station and Recycling Committee requests the Selectmen vote to appoint Cheryl Dunlea as a member of the Committee

Resident Michelle Gaudet requests permission to hold a fundraising car wash behind Town Hall this summer, date TBD, to benefit Save Children with Autism Uganda

Town Accountant requests the Selectmen vote to approve Fraud Risk Assessment Policy

Kingsbury Pond Committee requests the Selectmen vote to appoint Rick Ebbs and Angela Filice to the Committee

Selectmen are requested to proclaim Friday April 26, 2019 as Arbor Day in Medfield and to sign the Proclamation

Town Administrator requests the Selectmen sign the Solar installation contract

Town Administrator requests the Selectmen vote to sign Abacus contract for Parks and Recreation feasibility study

Town Administrator requests the Selectmen vote to approve and sign insurance proposal for state hospital property

Selectmen are requested to approve and sign Police Chief Employment Agreement for Michelle Guerette

Selectmen are requested to vote to sign Eagle Scout citations for Alexander Jason Hissong, Christopher Liam Johnson, Collin Robert Judge. Eagle Court of Honor will be held on Saturday April 27 at the United Church of Christ at 1:00PM

Review and vote on Town Meeting Articles

Pending

Discussion of Selectmen's email policy

Licenses and Permits (consent calendar)

Council on Aging requests permission to place signs to advertise the annual FOSI Yard Sale to take place April 27, 2019 from 8:00 AM to 2:00 PM. Also request wine and malt beverage permits for the following events:

Spring Fling Saturday May 11, 2019 4-7PM

Supper Club Wednesday May 22, 2019 4-7PM

Chico's Fashion Show Wednesday June 18, 2019 4-6PM

Summer Cookouts on Wednesdays June 26; July 10; July 31; August 14; August 28, 4-7PM

Medfield Lions Club requests a one-day wine and malt beverage permit for their *Spring Fundraising* event on Saturday May 4, 2019 7:30-10:00PM to be held at the CENTER

Medfield Youth Baseball and Softball *Opening Day* is Sunday May 5, 2019. Request is made for a parade permit and to post signs announcing the event. Board of Selectmen are invited to participate in the parade and festivities

Church of the Advent requests permission to place signs two weeks prior promoting their *Annual Plant Sale* to be held Saturday May 11, 2019

Medfield Girl Scouts request permission to conduct a Can and Bottle Drive on Saturday May 11, 2019 9AM to 2PM at Bullard's Market and to place signs two weeks prior promoting the event

Erica Cote, Medfield Library requests permission to use the Gazebo area for two outdoor events: Flying High Dogs on May 18 at 2:00 PM; Summer Kickoff with Gaming and Laser Tag on June 25, 2019 6-8PM

Geoffrey Pedder, Managing Partner ZELUS Beer Company requests a one-day wine and malt beverage permit for a Father's Day Trail Run and Post Race After Party Saturday June 16, 2019 noon to 4 PM at Rocky Woods

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Town Administrator Update

Review Board of Selectmen Action List

Selectmen Report

Informational

Received letter from DEP approving pilot study for Well No.3

Received letter from DEP granting extension to repair the DynaSand filter at the wastewater treatment plant

Copy of Board of Appeals decision no. 1363

Received from Verizon Condensed Financial Statements as of December 31, 2018

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04/11/19

Medfield Selectmen

Town of Medfield

Dear Honorable Selectmen,

This is my request for permission to conduct a "Lions Toll Booth" on Saturday, May 11th, from 9 a.m. to noon in the town of Medfield.

We will take our usual positions at the corner of North and Main Streets, a bench in front of the Blue Moon bakery, and at the entrance to the Swap Area at the Transfer Station. The proceeds from this drive will go to Massachusetts Lions Eye Research Fund.

Next year the Medfield Lions will celebrate our 75 anniversary. We were formed in 1944, with many charter members returning home from WWII. The Mass Lions Eye Research Fund (MLERF) was formed in 1953. In the intervening years the Lions of Massachusetts have granted more than \$35 million dollars to research at local Boston area medical centers. The Medfield Lions are proud to carry on this tradition.

I'll try to join you at the next Selectmen's meeting to formally request your permission.

Thank you!

A handwritten signature in black ink, appearing to read "Ron Gustavson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ron Gustavson

508-359-8490



I. Purpose

The Town of Medfield, acting through its Townwide Master Planning Committee seeks proposals from professional planning consultants to prepare a Townwide Master Plan with community participation, and a review of the Town's existing town plans, studies, documents, zoning bylaw and subdivision rules and regulations to incorporate the goals of the Master Plan. Medfield has not undertaken a Comprehensive Master Plan Update process as described in MGL Chapter 41 Section 81D, since 1997. The Master Plan Update is expected to take approximately one year, with a planning horizon of twenty years, and will provide a basis for decision-making about land use planning and redevelopment, budget preparation and capital improvement planning for public facilities and services, and economic development for the Town of Medfield's future.

The master planning process should have a maximum amount of community involvement and public participation to:

- define the goals, vision and aspirations of the community for the next twenty years,
- recognize the unique history, attributes and needs of Medfield,
- build on existing plans, studies and reports,
- coordinate with the Commonwealth of Massachusetts and other regional plans, and
- define and schedule specific actions necessary to achieve the objectives of each functional element and overall vision addressed in the Plan.

II. Background

Medfield is a suburban community located approximately 20 miles southwest of Boston. The town's large preservation areas, historic downtown, and neighborhoods of single-family homes create a small-town character, despite being close to a major metropolitan area. Many families move to Medfield for the high quality of life and highly rated school system.

- History – Medfield was incorporated as the 43rd town in the Massachusetts Bay Colony in 1651. While primarily agrarian for the majority of its history, Medfield's economy was also driven to various degrees by straw hat manufacturing from 1801 through the mid-20th Century. Additionally, the Medfield State Asylum, later known as the Medfield State hospital, opened on 425 acres in 1896, shaping the town's land use and population until its closure in 2003. In 2014 the town purchased the majority of the former state hospital land from the Commonwealth; its final disposition and use has not yet been determined.
- Location – Medfield is a metro-west suburb located approximately 20 miles southwest of Boston, situated between Interstate routes 95 and 495. State Route 109, the second busiest undivided highway in the Commonwealth, bisects downtown Medfield as it connects Boston with towns south of the Mass Pike and north of I-95 through its terminus in Milford. State Route 27, also a two lane undivided highway, intersects on a north-south access with SR109 in the town center. The closest public transportation nodes are the Franklin Line commuter rail station in Walpole Center, approximately 5 miles southeast of downtown Medfield, and the Needham Line station at Needham Junction, 9 miles northeast of downtown.



- Geography/Topography – The land area encompasses approximately 14.5 square miles and contains a typical New England glaciated landscape: relatively flat well-drained soils with lowland areas of streams and ponds, leading to gently sloping uplands, including several steeper hills with slopes. The town is on the Charles River and is bounded by over 1,000 acres of wetlands and floodplains and much of this land forms a part of the Charles River Natural Valley Storage area overseen by the U. S. Army Corps of Engineers. Almost 40% of the town is open space, with the Town or Trustees for Reservation as significant landowners.
- Demographic Trends – Medfield’s population is relatively stable today at a population of 12,888 (2016). Historically the town experienced significant population increases during the following time frames: in 1900 (96%, an anomaly due to the opening of Medfield State Hospital in 1896) and again in the 1960’s (32% increase) and 1970’s (63% increase). According to cleargov.com, the median household income in 2016 was \$147,630; of 4155 households, 15% earned less than \$50,000 a year, while 7% earned less than \$25,000. According to the 2010 Census, approximately 69% of the adult population had a bachelor’s degree or higher. 50% of Medfield households had children under 18. Cleargov.com identifies approximately 18% of the 2016 population in Medfield as over 60 years old. Despite consistently identified need since the 1964 Master Plan, there are few options available for families who wish to downsize as their long-term needs change. A recent survey found that 19% of senior households would be extremely or very likely to move into designated senior housing in Medfield if it were available (See Appendix V).
- Social/Religious/Cultural Trends – It appears that most residents move to Medfield to access the highly rated public schools, reputation as family-centric community, and the relative affordability of real estate in comparison to similar towns. This dynamic leads to significant fluctuations in the school age population even as the total population has remained generally stable since 2000. There is exceptional community participation in volunteer organizations for the schools, town, charities, and houses of worship. All houses of worship in Medfield are either protestant or Catholic denominations, with the exception of a Unitarian Universalist congregation. Reform, Conservative and Orthodox Jewish temples are found in nearby communities; opportunities for worship in the Hindu and Muslim faiths are less convenient but available within 20 miles. An active cultural alliance organization exists to promote the many artisan opportunities and events in music, theatre and the visual arts that the community supports. In the 2010 Census, 91% of households reported English as their first language. In 2018 the Medfield Public Schools reported that 2.9% of their students’ families primarily spoke a language other than English at home.
- Regional Cooperation – Medfield is a part of the Metropolitan Planning Area Commission, a regional planning agency consisting of 101 towns surrounding Boston that share planning, purchasing and work on livability issues for the area.
- Planning Documents– Medfield’s first Master Plan was published in 1964 with an update in 1997. Since then, several planning efforts have been undertaken across various committees and town departments, but no combined or comprehensive effort has been undertaken. This process must incorporate those prior efforts (see Appendix III).



- Housing Patterns – Medfield is a mature suburb of predominantly owner-occupied residential dwellings (90%). There is dense residential (1/4 acre lots) near the historic town center and lot size increases further out (1/2 acre to 2 acres minimum lot size). Modern Colonials in large neighborhoods were built beginning in the 1970's around the edges of Medfield. Medfield is nearly built out with few scattered parcels of vacant developable land; less than 15% of privately-owned land area is vacant and developable. Almost half of the housing stock has been constructed since 1969. Today, Medfield sees approximately 20 new single-family building permits per year, the majority of these being teardowns and infill condo development near downtown where zoning allows two and multi-family units. More rental units are coming online recently due to implementation of the 2016 Housing Production Plan as overseen by the Affordable Housing Trust Committee. In 2016, the Medfield Annual Town Meeting voted to establish an Affordable Housing Trust to proactively address the 40B mandates. In 2018, the Town of Medfield achieved a one-year Safe Harbor, with multiple future developments in the planning stages to carry forward Safe Harbor Status through the mid 2020's.
- Business/Industry/Economy – The Town evolved as a rural farming community with pockets of retail in the now extinct Harding-area, industrial straw hat factories near downtown and the operations of Medfield State Hospital. Today there is a small commercial base (about 5%) in the town center (retail, restaurants, services, offices); Industrial/light manufacturing is located beyond the town center in the northwest section. There are no modern box stores, but some chain stores exist in commercial zoning districts along Route 109 (Shaws, Marshalls, Starbucks, Dunkin Donuts, Brothers, CVS, Cumberland Farms). It is unknown how many residents work occasionally or part-time from their homes. Many residents commute outside of Medfield for employment.
- Economic Development/Land-Use/Growth Trends – Almost all commercial uses abut some residential area. The community has an expectation of input into the neighborhood impact of proposed commercial projects, no matter the size. In 2014 the Town purchased the 128-acre former Medfield State Hospital (MSH) from the Commonwealth for the purpose of control over future development. A Strategic Reuse Master Plan for MSH was delivered to the Board of Selectmen in August 2018 and is currently under review (see Appendix V). A Special Town Meeting has been tentatively projected for Fall 2019 to modify zoning bylaws for the Hospital property in response to the Reuse Master Plan.
- Government/Administration – Annual Town Meeting (ATM) approved a Home Rule Charter in 1972 to professionalize government operations. Currently Medfield operates under a 3-person Select Board and Town Administrator structure. Additionally, there is a strong tradition of volunteerism and responsibility for serving in both elected and appointed Town Committees (refer to Appendix IV).
- Education - Medfield Public Schools consistently rank amongst the top schools in Massachusetts. Elementary education is divided amongst 3 grade-level schools: Memorial School (K-1), Ralph Wheelock School (2-3) and Dale Street School (4-5). Blake Middle School (6-8) and Amos Kingsbury High School, most commonly known as Medfield High School (9-12), share a campus close to the Town Center. Dale Street School is currently in



the Feasibility Study phase with the MSBA, with a final proposal expected to be brought before Town Meeting in Fall 2020. In FY 2018 Medfield spent \$15,205 per student; the state average that year was \$17,833, while similarly ranked schools in surrounding districts spent an average of 19,151.

- Public Finance – Moody’s assigned a rating of Aa1 to Medfield noting its \$18.7M General Obligation Bonds in 2015. Town Administration has shown a long-term trend of consistent and conservative fiscal management.

III. Master Plan Strategy, Scope of Work, and Deliverables

The Town of Medfield, under the direction of the Townwide Master Planning Committee (the Committee), is soliciting proposals from qualified multidisciplinary consultant firms for the preparation of a Master Plan that will guide the future growth and development of Medfield. This Plan will help direct actions of the Town boards, commissions and committees, particularly the Planning Board, Town officials and citizens involved with guiding the future evolution of the Town. The Town and staff intend to have a clear, concise Plan that utilizes the latest planning techniques appropriate for a suburban community such as Medfield.

The Committee has been established to assist in selecting a consultant to undertake the Master Plan process and deliverables. See Appendix II for the Committee’s charter issued by the Board of Selectmen.

The credibility and utility of the Master Plan process and the prospect for its adoption and implementation will rest heavily on strong public participation including development of a set of common values and goals shared by a diverse range of Medfield residents and property owners. The consultant will be expected to propose an effective public participation strategy that successfully elicits a strong understanding of community sentiment on a range of issues facing the Town. The public participation strategy should include interviews of key players, focus groups, internet surveys/activities, public meetings, a booth at Discover Medfield Day (9/14/19) and/or other innovative methods tailored to the audience and type / specificity of the information being sought.

The Consultant will, to the maximum extent feasible, utilize existing information, reports, and studies on file with the Town and/or provided by the Town (see Appendix III Planning Document Resources). The Consultant will work closely with the Committee to provide the following deliverables:

- Conceive a structure and schedule of Master Plan public participation activities.
- Assemble and analyze existing conditions and project resource constraints/capacity as related to Medfield’s 20 Year Future Goals & Vision per the outcomes of the public process.
- Synthesize information gained into a comprehensive "Master Plan" document that is formatted for easy reading and viewing on screens (delivered in scheduled intervals as draft, revised draft, and final versions) and containing an implementation plan, zoning amendment recommendations, and an executive summary brochure.



- Master Plan - The consultant will prepare a Master Plan as described above to achieve approval and adoption of the Master Plan by the Planning Board, Board of Selectmen, and Town Meeting.
- Implementation Plan – The Implementation Plan will 1.) Define the specific municipal actions necessary to achieve the objectives of each element of the Master Plan, 2.) Prioritize implementation activities, and 3.) Include a schedule and key dates for action. As necessary, the implementation plan will be linked to the Town’s capital and/or operating budgets and other related sources of funding.
- The Town would like both a high-quality, final document that can be publicly distributed, and a working copy whereby the native text/data/output can be later utilized and/or updated by the Town for other purposes. Therefore, we request both hard copy and electronic copies of all deliverables be provided. Hardcopies of each final deliverable should include five (5) color copies and one unbound master/camera-ready version of each. Electronic copies of each final deliverable should include one electronic version in pdf, using whatever software is recommended to make the product look professional and of a high quality. One version should also be provided at a minimum in Microsoft Word (if not the software used to produce the final document) for text and with accompanying tables and graphics in either Microsoft Excel, GIS or CAD, depending on the specific item. All materials will become the property of the Town of Medfield and may be publicly posted on the Town’s website.
- The Master Plan document should provide all required elements per MGL Chapter 41 Section 81D including:
 - Goals and Policies
 - Land use plan
 - Housing
 - Economic Development
 - Natural and Cultural Resources
 - Open Space and Recreation
 - Services and Facilities
 - Circulation
 - Implementation
 - Plus additional chapters such as sustainability, review of town government, and incorporation of Medfield State Hospital’s Reuse Master Plan (see Appendix V for MSH)
- Address Town Issues outlined in Committee’s charter (Appendix II)

The Consultant will participate in, organize and direct the Committee meetings. The number of public meetings requiring the Consultant's attendance will be mutually negotiated but is expected to be between 15-20 (including committee meetings, subcommittee meetings, and workshops as needed). The Consultant will work with staff to keep the community well informed as the process moves forward by assisting staff in implementing a successful community outreach program. The Consultant will provide overall project management, content production, and expertise in land-use, transportation, neighborhood design, economic development, market analysis and comprehensive planning.



The outline above is not necessarily all-inclusive and the Consultant will include in the proposal any tasks or alternatives and services deemed necessary to satisfactorily complete the project. Consultants are encouraged to bring both industry expertise and creative ideas tested elsewhere and tailored to Medfield to help the community design the approach that best suits the Town.

IV. Consultant, Committee and Staff Roles

The Consultant will work closely and in harmony with the Committee, including attending at least one Committee meeting each month, facilitating public meetings and forums, preparing background research and reports, and at all times understanding the direction and giving guidance to the Committee with respect to the planning process and objectives and the development of the Master Plan. A primary liaison person or persons will be selected from the Committee for coordination with the Consultant.

Municipal staff will be closely involved, but the consultant is expected to devote the time needed to conduct research, write documents, and participate in meetings as needed with the Townwide Master Planning Committee, other Town boards and committees, subcommittees, and the public. Staff will take primary responsibility for scheduling and posting meetings and will attend meetings as needed. Meeting minutes will be provided by committee members.

V. Project Schedule

Work is expected to start in July 2019 and the finished product will be ready for Planning Board and Board of Selectmen review and adoption in 2020, based upon a mutually agreeable schedule. We expect the process to take approximately 12 months.

VI. Project Budget

Price proposals must be submitted in a separate sealed envelope, clearly marked "*Sealed Price Proposal Enclosed - Master Plan.*"

The consultant shall submit an estimated cost summary, not to exceed \$150,000 (including all reimbursable expenses). The price proposal shall contain the following:

- The fee for the entirety of all services proposed in the non-price proposal;
- A detailed breakdown of the professional service fees by task and sub task and by team member; and
- The hourly rates and overall fee to be charged by the consultant and its sub-consultants for services performed by each team member.

It is the desire of the Town that this contract will be a firm, fixed price agreement. Bidders are encouraged to provide comment as to whether the initial allocation of funds is sufficient to complete all items in the Scope of Work, including reimbursable expenses.



VII. Consultant Qualifications and Selection Criteria

A. *Qualifications*

At a minimum, the proposing firm/team must meet the following requirements:

- A. The firm/team must have at least ten (10) years of experience in business/commercial development, professional design services (planning, architecture, engineering, et al), land planning, public policy, management consulting, and/or municipal funding and financial forecasting.
- B. The principal and project manager to be assigned to this project must be available for meetings with the Town on days or evenings, as required. Key personnel specified in the project proposal are considered to be essential to the work's performance. Firms/teams must commit to at least a 30-day notification period prior to voluntarily diverting any of the specified individuals or resources to other programs or contracts and must mutually agree with the town on a replacement as not to impact the quality or timeline of deliverables.
- C. The firm/team must have previous experience in the management of public information processes and conducting municipal master plans. Completion of two such projects in municipalities in Massachusetts within the last five (5) years is required, and completion of five overall is desired.
- D. The firm/team must have proven experience in the public sector and in working with federal, state, regional and municipal agencies and neighborhood business organizations.
- E. The volume of the firm's current and projected workload must not adversely affect its ability to immediately initiate work and to follow through with the project in a timely and professional manner. The firm and all team members must be capable of devoting a significant amount of time to this project in order to complete the work within the mutually agreed upon project schedule.

B. *Selection Criteria*

The Town will award the contract to the Consultant offering the most advantageous response to this RFP, taking into consideration all evaluation criteria. The selection process will include an evaluation procedure based on the criteria identified below. The top proposals with the highest scores will be invited to appear for an interview. Negotiations with the top firm will commence and the price proposal will be opened for the top firm at that time. If the Committee fails to negotiate a successful contract, the selection committee will go to the next top ranked firm, open the cost proposal and negotiate a contract.



<i>Score</i>	5	4	3	2	1	0
	Highly Advantageous		Advantageous		Not Advantageous	
I. Plan of Services Ratings will be based on the project approach and schedule. Particular attention will be given to the methods by which the candidate plans to complete all items in the Scope of Work.	Proposal includes a creative and clear understanding of the Town's needs, a detailed, logical, and highly efficient scheme for addressing all of the required issues and completing all tasks.		Proposal includes a credible scheme for addressing all of the required issues and completing all tasks.		Proposal is not sufficiently detailed to fully evaluate or does not contain components necessary to address all the required issues and completing all tasks.	
II. General Qualifications of Firm Particular attention will be paid to evidence of successful past performance	Candidate has successfully completed multiple projects of similar size and scope, and has a proven track record for completing projects on time, within budget, and on schedule.		Candidate has completed projects successfully and timely.		Candidate has experienced difficulty in completing projects successfully.	
III. Personnel & Resources to be Utilized Rating will be based on evidence that adequate qualified personnel with a background and track record in promoting and sustaining a high degree of participation by stakeholders are assigned to all phases of the project and that sufficient resources are available.	At least one individual from the proposed project staff has substantially contributed to the development of a similar project in Medfield or a similar community.		At least one individual from the proposed project staff has contributed to, or has experience with a similar project.		None of the project staff has substantially contributed to the development of this type of project.	
IV. Experience with similar projects. Rating will be based on experience providing professional services for comprehensive master plan or similar planning projects.	The firm has at least five years of experience with comprehensive master plan or similar planning projects of this type. Proposal includes at least three examples of similar projects.		The firm has at least three years of experience with comprehensive master plan or similar planning projects of this type. Proposal includes at least one example of a similar project.		The firm has less than three years' experience with this type of project.	
V. Completeness & Quality of Proposal Rating will be based on attention to requests contained herein technical approach with emphasis on techniques for incorporating the Town's needs and concerns of the public into the Project and submission quality that will match final product.	The proposal is complete, concise, informative, and highly detailed. Proposal reflects the ability to perform the work in a superior manner acceptable to the Town		The proposal is complete, informative and meets the criteria for responsiveness.		The proposal is not complete, informative, and responsive.	



VIII. Proposal Submission Requirements and RFP Schedule

Interested qualified firms must submit one (1) formal response and twenty (20) copies of its response (please no binders or plastic covers on the copies) addressing the objectives, scope and schedule described in this RFQ. Responses must include, at a minimum, each of the following:

- A. Sealed Submission #1, clearly marked "Response and Qualifications" (Responses should be no more than 20 single-sided pages in length, single-spaced, exclusive of required project sheets, resumes, and forms).
 - 1. General description of the firm/team's experience. Description, with examples, of the firm/team's experience in working with municipalities preparing comprehensive plans, electronic public participation techniques, and conducting public meetings. Include reference to your experience in (1) use of visual materials to illustrate proposed future development scenarios, and (2) community relations, public speaking, facilitation, and mediation.
 - 2. A detailed scope of services for the proposed work, including the firm/team's general approach to such work, evidence of the firm/team's understanding of the goals and objectives of the project, and methodology for accomplishing the deliverables as listed in this RFP.
 - 3. An outline of the schedule for completion of tasks (timeline) as presented in the firm/team's approach to the scope of services.
 - 4. Description of the assigned staffs' experience, educational background, availability, and chain of responsibility, including the name and title of the principal and project manager assigned to the project, names of all sub-consultants, and resumes of all personnel to be associated with the project.
 - 5. List of at least three references, including name, title, agency, address, project cost, and telephone number for similar projects completed within the last five years (including dates).
 - 6. Identification of current and pending work commitments of the firm(s), and a description of how this project will receive adequate attention amid the firm's workload.
 - 7. Attachment C, Self-Evaluation Worksheet
 - 8. Other pertinent information about the firm(s) that would aid the Town in making a selection.
 - 9. Completed Attachment A: Tax Compliance Form and Non-Collusion Affidavit (not included in page limit).
 - 10. Evidence of insurance coverage, including general and professional liability and worker's compensation insurance as shown in Attachment B.
- B. Sealed Submission #2, clearly marked "Price".
 - 1. Completed Attachment D: Price Form with original signature
 - 2. Detailed breakdown by task of professional service fees, assigned project staff and hourly billing rates of staff for the proposers overall team and team members.



Responses which are most advantageous based upon consideration of all the evaluation criteria will be selected.

Contact Sarah L. Raposa, AICP, Town Planner at sraposa@medfield.net to be included in the RFP distribution list. Questions concerning this Request for Proposals must be submitted in writing to: Sarah L. Raposa, AICP, Town Planner, 459 Main Street, Medfield, MA 02052 or at sraposa@medfield.net by the date listed in the schedule listed below. Written responses will be emailed to all bidders on record as having picked up the RFP on the date listed in the schedule listed below.

Responses must clearly address all the submittal requirements; that is, the response should include a section addressing all of the minimum qualifications, the minimum submittal requirements, and each of the review criteria. The response will be reviewed based on each of these items and it will be to the benefit of the responder to clearly address each of the items. Where the requirements specify a minimum level of experience, indicate the dates of said experience.

The Townwide Master Planning Committee will review responses. Finalists will be invited to review their Responses in an interview with the full committee.

The Town reserves the right to reject any or all responses, to waive any non-material irregularities or information in any RFP, and to accept or reject any item or combination of items. The Town also reserves the right to seek additional information and revised responses prior to selection of a Consultant through written notice to and all of the respondents.

<i>RFP Selection Schedule</i>		
1.	Committee Finalize RFP	By end of March
2.	BoS Review/Approve RFP	April 23, 2019 (in packets by 4/18)
3.	RFP Release	April 24, 2019
4.	Ad in Central Register	April May 3, 2019 (Send to Central Register by April 26, 2019)
5.	Ad in Medfield Press	April May 3, 2019 (Send to Medfield Press by April 26, 2019)
6.	Q's Due	May 14, 2019 at 10:00 am
7.	A's Distributed	May 15, 2019
8.	Proposals Due	May 24, 2019 at 10:00 am
9.	Proposal Review by TWMP	May 24 – June 10
10.	Shortlist Proposals	Special Meeting: Monday, June 10, 2019
11.	Shortlisted Consultants Notified	By June 13, 2019
12.	Shortlisted Consultant Interviews & Selection by TWMP (open price proposal)	Thursday, June 27, 2019
13.	Committee Award Notification to Selected Consultant (negotiation, if needed)	Friday, June 28, 2019
14.	Committee Consultant Selection Recommendation to Board of Selectmen; Contract Negotiation & Contract Execution by Board of Selectmen	Contract preparations June 28-July 10 Draft contract due in BoS packets by Thursday, July 11.. Contract signed by BoS on Tuesday, July 16, 2019
15.	Work Commences	July 17, 2019
16.	First Full Committee Meeting with Consulting Team	July 25, 2019



IX. General Instructions

Acceptance or Rejection of Proposal: The Town reserves the right to reject any or all proposals.

Fee for Services: The proposal fee shall include all labor, materials, travel, insurance, and all other necessary expenses to fulfill the conditions of the contract.

Proposal Authorization: The proposal must be signed by an individual authorized to enter into a contract with the Town. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm", use the term "doing business as _____," or "Sole Owner."

Contract: The Consultant to whom the contract is awarded will be required to execute a written contract within seven (7) days from the date that they are notified of the award. In case of failure to do so, they will be considered as having abandoned the contract. A copy of the Town's standard contract is attached as Appendix I. The Town shall have the right to periodically review the performance of the Consultant and to terminate the contract with or without cause upon thirty (30) days' notice to the Consultant, provided that in the case of termination without cause the Consultant will be paid for work completed through the date of termination.

Insurance: The Consultant shall obtain and maintain during the term of the contract general liability and auto liability coverage in limits of \$1,000,000/\$1,000,000 and for workers' compensation and employer's liability coverage as defined by statute. All policies shall identify the Town as an additional insured (except Workers' Compensation).

Indemnification: The Consultant shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Consultant's breach of contract, negligence or misconduct of the Consultant, or the Consultant's employees or agents.

Payment of Invoices: The Town shall make payments within thirty (30) days after its receipt of invoice assuming that the work performed is to the full and complete satisfaction of the Town Planner. Progress payments will be negotiated in the contract.

Assignment of Contract: The Consultant who is awarded the contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without prior consent in writing from the Board of Selectmen, endorsed on or attached to the contract.

X. Required Statements/Forms

Per M.G.L. c.7 section 38H(e) and the Town of Medfield. The following statements must be signed individually and included in Proposal submittal:



Attachment A
Certificate of Non-Collusion

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

Signature of person submitting contract/bid

Date

Name of Business

Attachment B
Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Social Security Number or
Federal Identification Number*

Signature of Individual or Corporate Name

Corporate Officer (if applicable)



Attachment C
Proposal Self-Evaluation Worksheet

PROPOSAL: _____

- I. Plan of Services** - Ratings will be based on the project approach and schedule. Particular attention will be given to the methods by which the candidate plans to complete all items in the Scope of Work.
- **HA (5)** - Proposal includes a detailed, logical, and highly efficient scheme for addressing all of the required issues and completing all tasks.
 - **AD (3)** - Proposal includes a credible scheme for addressing all of the required issues and completing all tasks.
 - **NA (1)** - Proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary to address all the required issues and completing all tasks.

Comments:

Numerical Score (0-5): _____

II. General Qualifications of Firm - Particular attention will be paid to evidence of successful past performance

- **HA (5)** - Candidate has successfully completed multiple projects of similar size and scope, and has a proven track record for completing projects on time, within budget, and on schedule.
- **AD (3)** - Candidate has completed projects successfully and timely.
- **NA (1)** - Candidate has experienced difficulty in completing projects successfully.

Comments:

Numerical Score (0-5): _____

III. Personnel & Resources to be Utilized - Rating will be based on evidence that adequate qualified personnel with a background and track record in promoting and sustaining a high degree of participation by stakeholders are assigned to all phases of the project and that sufficient resources are available.

- **HA (5)** - At least one individual from the proposed project staff has substantially contributed to the development of a similar project in Medfield or a similar community.
- **AD (3)** - At least one individual from the proposed project staff has contributed to, or has experience with a similar project.
- **NA (1)** - None of the project staff has substantially contributed to the development of this type of project.

Comments:

Numerical Score (0-5): _____



IV. Experience with similar projects - Rating will be based on experience providing professional services for comprehensive master plan or similar planning projects.

- **HA (5)** - The firm has at least five years of experience with comprehensive master plan or similar planning projects of this type. Proposal includes at least three examples of similar projects.
- **AD (3)** - The firm has at least three years of experience with comprehensive master plan or similar planning projects of this type. Proposal includes at least one example of a similar project.
- **NA (1)** - The firm has less than three years' experience with this type of project.

Comments:

Numerical Score (0-5): _____

V. Completeness & Quality of Proposal - Rating will be based on attention to requests contained herein technical approach with emphasis on techniques for incorporating the Town's needs and concerns of the public into the Project and submission quality that will match final product.

- **HA (5)** - The proposal is complete, concise, informative, and highly detailed. Proposal reflects the ability to perform the work in a superior manner acceptable to the Town.
- **AD (3)** - The proposal is complete, informative and meets the criteria for responsiveness.
- **NA (1)** - The proposal is not complete, informative, and responsive.

Comments:

Numerical Score (0-5): _____



Attachment D
PRICE PROPOSAL FORM
(To be placed in a separate sealed envelope)

Professional Consultant Services
TOWN OF MEDFIELD MASTER PLAN

CONTRACTOR: Town of Medfield
459 Main Street
Medfield, MA 02052

PROPOSER: _____

PROJECT: TOWN OF MEDFIELD MASTER PLAN

PRICE:

Master Plan	
Implementation Table	
<i>Other</i>	
Total:	

Signed

Title

Print Name

Date Signed



Appendix I **Standard Contract**

AGREEMENT FOR CONSULTING SERVICES RE: MASTER PLAN

AGREEMENT made this ___ day of ___ 20___, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and _____ (hereinafter: "Consultant"): Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the Tasks outlined in its _____ (date) proposal, a copy of which is attached hereto as "Attachment A", as well as all services necessary or incidental thereto.
2. Fee for Services - Consultant's total fee for services shall be _____ Dollars (\$_____) including reimbursable expenses for the Tasks outlined in "Attachment A". Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.
3. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A".
4. Payment for Services - Consultant shall bill Town for services which Town has agreed to pay on an hourly basis and Town shall pay Consultant within thirty (30) days.
5. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
6. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consulting firms.
7. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.
8. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
9. Termination
 - a. For Cause - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if Consultant shall file a voluntary



- petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of Consultant's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.
10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: _____ (*consultant address*) or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Selectmen, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.
11. Independent Contractor - The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
- a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
- b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
- c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.
14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period.



The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

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

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

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

In Witness Whereof, Town and Consultant have each caused this agreement to be executed by its duly-authorized representative(s) on the date contained on the first page hereof.

Town of Medfield, by its
Board of Selectmen:

Consultant:
_____, by

Gus Murby

Print Name / Title

Osler L. Peterson

Signature

Michael T. Marcucci

Approved as to form:

Mark G. Cerel, Medfield Town Counsel

This is to certify that the Town of Medfield has appropriated One Hundred and Fifty Thousand Dollars (\$150,000), including reimbursable expenses, for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

Joy Ricciuto
Town Accountant



Appendix II - TO BE REPLACED WITH AMENDED CHARTER
Medfield Townwide Master Planning Committee Charter
(Adopted and Issued by Board of Selectman, January 8, 2019)

Committee Composition

Fifteen (15) members appointed by the Board of Selectmen. Seven (7) will be at-large members. Each of the following boards or committees will appoint one member of the committee:

Planning Board
School Committee
Parks & Recreation Commission
Warrant Committee
Conservation Commission
Water & Sewer Board
Permanent Planning & Building Committee
Board of Selectmen
Ex-officio: Town Planner, Town Administrator (or her designee)

Term: through the 2020 Annual Town Meeting

Meetings: the Committee will set its own meeting schedule but is expected to meet at least monthly. The Committee may also form one or more subcommittees to address specific aspects of the Master Plan.

Responsibilities

- A. Master Planning Consultant. The Committee is authorized to retain one or more consultants to support the committee, subject to managing the cost of these consultants to stay within the budget provided by the appropriation approved at the 2018 Annual Town Meeting. The Committee shall evaluate RFP responses, and submit recommended consultants to the Board of Selectmen for approval of planned contracts.
- B. Process Plan. As a first step after formation of the Committee, the Committee shall develop a detailed process plan, to include the identification of planned consultants whose assistance is desired, for the completion of the Townwide Master Plan.
- C. Compilation and Assessment. As part of the process, the Committee shall identify all current plans or planning efforts completed or underway in Medfield that may satisfy the requirements of a Townwide Master Plan under MGL Chapter 41 Section 81D. To the extent possible such existing plans or planning efforts should be incorporated into the Townwide Master Plan to avoid duplication of effort.
- D. Financial Impact: The Committee, in the final draft Townwide Master Plan, should evaluate the financial effects to the Town and taxpayers of any proposed actions in the Master Plan, including particular components thereof. Any financial assumptions used shall be based on the best current projections concerning Massachusetts' population, overall number of schoolchildren, and trends in technology and housing preferences.



E. Specific Issues to Address.

1. Location of Parks & Recreation Building: As part of the master plan, the committee should analyze the appropriate location of a new Parks & Recreation building. This is a strategic issue for the town and the Master Plan should evaluate the best location (from a planning standpoint) of that building as part of the municipal facilities master plan.
2. Commercial development and zoning: an important town goal as identified by the Board of Selectmen is responsibly increasing our commercial development to relieve the tax burden borne now by residential taxpayers. As part of the Townwide Master Plan, the committee should look to enhance our ability to attract commercial development that is consistent with the town's character. The committee should review whether our current zoning plan fits with the current and projected demands of the marketplace and recommend any zoning changes that would make Medfield more attractive to commercial development, along with any improvements to current commercially zoned town-owned property that could increase the attractiveness of that property to developers.
3. Residential Development: In addition to developing plans to increase Commercial development, the Master Plan should also evaluate strategies to enhance tax-positive residential development. The committee should review whether our current zoning plan fits with the current and projected demands of the marketplace and recommend any zoning changes that would make Medfield more attractive to the types of residential development that would increase the tax base without a corresponding increase in the cost of town services to support the additional development.
4. Beyond evaluating opportunities for tax-positive residential development, the Master Plan should also address how the town can best accommodate demand for 40B housing, community housing, and non-subsidized senior friendly housing, both with respect to locations, and with respect to design guidelines.
5. Town Land. The Committee shall evaluate parcels of town-owned land and consider, as part of the Master Plan, any parcels of land that might be sold to further town goals such as increasing commercial development, affordable housing, or senior housing.

The Committee should also take a comprehensive look at open space in town and identify actions that town should take to ensure full, ongoing access to this land, to include the identification of maintenance activities required to maintain the land and ensure its accessibility by people who want to enjoy the open spaces.



6. Improved Options for Travel Within Town. The Committee shall examine ways to best make major centers of activity in town more accessible to both vehicular and non-vehicular travelers, to include bike access and pedestrian access. Specific points to consider should include, but not necessarily be limited to, plans for sidewalk construction, cross-walks, bike lanes, and pedestrian pathways.
7. Town Infrastructure. The Committee shall assess the compatibility/ consistency between the town's long-range plans for development and long-range plans for town infrastructure development to ensure that both sets of plans are effectively supportive of the overall direction being taken by the town.

To put this another way, the Committee is being asked to “put a stake in the ground” that describes an optimal path for the town to take, moving into the future. Key questions might include making recommendations on the degree to which Medfield should deliberately plan to become a larger town, as well as what the general mix between commercial and residential development should be to best support the financial needs of the town. This might be best accomplished by creating a “planning scenario” that looks 20 – 30 years into the future and answers questions like the following:

- How big will Medfield's population be?
- How will the demographics of the town's population change from an economic, social, and age standpoint?
- How will the configuration of the town's tax base change?

Deadlines and Deliverables

1. Completion of a Townwide Master Plan for submission to the Planning Board and to the 2020 Annual Town Meeting. In practice, this means the draft Townwide Master Plan should be substantially complete by the end of January 2020.
2. The Committee should prepare a draft RFP(s) to recommend to the Board of Selectmen the selection of a planning consultant or consultants early in the Committee's efforts.
3. If possible, the committee should follow the proposed schedule set forth in Attachment A. Board of Selectmen approval is not needed for changes in that schedule that will not alter the deliverable date for the Townwide Master Plan set forth herein. If the committee wishes to deliver the Townwide Master Plan at a later date, it should make a request to do so to the Board of Selectmen no later than October 1, 2019.

This charter may be amended by a vote of the Board of Selectmen.



ATTACHMENT A

Task		Target Date
1.	Appoint Steering Committee	January 15, 2018
	Meeting frequency - first meeting is expected to be held in February	February, 2019
2.	RFP Approved by BoS	Target Date - February, 2019
3.	Issue RFP	NLT March, 2019
4.	Recommendation to BoS	March, 2019
5.	Contract Review	March 31, 2019
6.	BoS Sign Contract	April 2, 2019
7.	Substantially Complete Master Plan	January 31, 2020
8.	Master Plan Approval by BoS & PB	March 31, 2020
9.	Master Plan Adoption at 2020 ATM	May 4, 2020



Appendix III
List of Planning Related Documents
Organized by Element

(1) Goals and policies statement which identifies the goals and policies of the municipality for its future growth and development. Each community shall conduct an interactive public process, to determine community values, goals and to identify patterns of development that will be consistent with these goals.

- [Draft Strategic Town Goals](#)

(2) Land use plan element which identifies present land use and designates the proposed distribution, location and inter-relationship of public and private land uses. This element shall relate the proposed standards of population density and building intensity to the capacity of land available or planned facilities and services. A land use plan map illustrating the land use policies of the municipality shall be included.

- [Medfield Zoning Bylaw](#)
- [Subdivision Rules and Regulations](#)
- [495 Compact Plan](#) (2012)
- [Master Plan](#) (1997)
- [Master Plan Study Report No. 8](#) (1964)
- [Medfield EO418 Community Development Plan](#) (2004)
- [Hazard Mitigation Plan](#) (2011)
- [MSH Strategic Reuse Master Plan](#) (2018)
- [MSH Strategic Reuse Master Plan Appendix](#) (2014)
- [MSH Visioning Report](#) (2014)
- [Residential Planning Study](#) (1983)

(3) Housing element which identifies and analyzes existing and forecasted housing needs and objectives including programs for the preservation, improvement and development of housing. This element shall identify policies and strategies to provide a balance of local housing opportunities for all citizens.

- [HPP](#) (2016)
- [AHT Action Plan](#) (2017)
- [Senior Housing Study Committee Report](#) (2018)
- Senior Housing Survey (2019)

(4) Economic development element which identifies policies and strategies for the expansion or stabilization of the local economic base and the promotion of employment opportunities.

- [Downtown Action Plan](#) (2006)
- [Downtown Summit](#) (2016)
- [Arts & Economic Prosperity Study](#) (2017)
- [Downtown Aesthetics Policy](#) (2014)

(5) Natural and cultural resources element which provides an inventory of the significant natural, cultural and historic resource areas of the municipality, and policies and strategies for the protection and management of such areas.

- [Conditionally approved OSRP](#) (2017)



- [Historic Preservation Plan](#) (1999)
- [Arts & Economic Prosperity 5 Customized Report for Medfield](#) (2017)
- [Cultural Arts Facility Feasibility Study](#) (ArtsMarket 2016)
- [Lee Chapel Existing Conditions Report](#) (2017)
- [Committee to Study Memorials Street Listing](#)

(6) Open space and recreation element which provides an inventory of recreational and resources and open space areas of the municipality, and policies and strategies for the management and protection of such resources and areas.

- [Conditionally approved OSRP](#) (2017)
- [Open Space and Recreation Plan](#) (2002)
- [Bay Colony Rail Trail Study Report](#) (2016)
- [Bay Colony Rail Trail Medfield Section](#) (2017)

(7) Services and facilities element which identifies and analyzes existing and forecasted needs for facilities and services used by the public.

- [Hazard Mitigation Plan](#) (2011)
- Draft Hazard Mitigation Plan (2019)
- Draft Municipal Vulnerability Plan (2019)
- [Municipal Facilities Evaluation and Capital Plan](#) (2017)
- [Findings and Recommendations of the Medfield Capital Planning and Finance Committee](#) (2008)
- [Financial Policy](#) (2018)
- [Investment Policy](#) (2016)
- [Library Strategic Plan](#) (2016)
- [Medfield Municipal Needs Study - DPW - Pfaff - Police - Fire](#) (2002)
- [School Strategic Plan](#) (2016)
- [Sewer Master Plan Update \(Draft\)](#) (2012)
- [Sewer Master Plan Update \(Appendix\) \(Draft\)](#) (2012)
- [Alternatives to Extension of Sewers](#) (1997)
- [Dale Street Project MSBA Population Letter](#) (2018)
- [MSBA Projections](#) (2018)
- [Parks & Recreation Feasibility Study](#) (2017)
- [Energy Reduction Plan](#) (2016)

(8) Circulation element which provides an inventory of existing and proposed circulation and transportation systems.

- Various 109 & 27 Traffic Reports for Development Applications (on file with Planning Department)



- [Parking Study Phase I](#) (2014)
- [Parking Study Phase II](#) (2018)
- [Traffic Signal Warrant Analysis](#) (2016)
- [Low Cost Signal Improvements](#) (2016)



Appendix IV

List of Town Boards, Commissions, Committees, Stakeholders

<u>Boards</u>	Committees (con't)
Affordable Housing Trust	State Hospital Development Committee
Board of Assessors	Senior Housing Study Committee
Board of Health	Sign Committee
Board of Selectmen	Transfer Station and Recycling Committee
Board of Water & Sewerage	Townwide Master Planning Committee
Council on Aging	Warrant Committee
Personnel Board	
Planning Board	
Zoning Board of Appeals	
	Local Organizations
<u>Commissions</u>	American Legion
Cemetery Commission	Bay Circuit Trail
Conservation Commission	Cultural Alliance of Medfield
Historical Commission	Friends of the Library
Historic District Commission	Lions Club
Parks and Recreation Commission	MBTA (The RIDE)
	Medfield After School Program (MAP)
<u>Committees</u>	
Bay Colony Rail Trail Study Committee	Medfield Food Cupboard
Capital Budget Committee	Medfield Foundation
Community Preservation Act Study Committee	Medfield Garden Club
Cultural Council Committee	Medfield Historical Society
Downtown Study Committee	Medfield Home Committee
Economic Development Committee	Medfield TV
Employee Insurance Advisory Committee	Medfield Youth Baseball-Softball
Lyme Disease Study Committee	MEMO
Medfield Energy Committee	New In Town
Medfield Housing Authority	Norfolk County Mosquito Control
OPEB Trust Committee	PTO
Permanent Building & Planning Committee	The Shelter at Medfield
Permanent Planning and Building Committee	The Trustees of Reservations
Police Chief Search Committee	Upper Charles Conservation Land Trust
School Committee	Vine Lake Preservation Trust
State Hospital Master Planning Committee	Zullo Gallery Center for the Arts



Appendix V **Medfield State Hospital (MSH) 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:

- **Achieve acceptable economic and financial impacts on Medfield residents and Town services**, assuring that the Master Plan is in the Town’s economic best interests.
- **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](#):

- [Executive Summary](#)
- [Medfield State Hospital Strategic Reuse Master Plan](#)
- [Map of the Preferred Scenario](#)
- [Appendix](#)
- [Draft MSH District Zoning](#)
- [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 MSHI 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 serving the entire Medfield community;
- Connects with agriculture and provides opportunities for community gardens and nature education; and,
- 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 RFI.



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
- North Field
 - 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



Medfield Townwide Master Planning Committee Charter
(Adopted January 8, 2019)

Committee Composition

Fifteen (15) members appointed by the Board of Selectmen. Seven (7) will be at-large members. Each of the following boards or committees will appoint one member of the committee:

Planning Board
School Committee
Parks & Recreation Commission
Warrant Committee
Conservation Commission
Water & Sewer Board
Permanent Planning & Building Committee
Board of Selectmen
Ex-officio: Town Planner, Town Administrator (or her designee)

Term: through the 2020 Annual Town Meeting

Meetings: the Committee will set its own meeting schedule but is expected to meet at least monthly. The Committee may also form one or more subcommittees to address specific aspects of the Master Plan.

Responsibilities

- A. Master Planning Consultant. The Committee is authorized to retain one or more consultants to support the committee, subject to managing the cost of these consultants to stay within the budget provided by the appropriation approved at the 2018 Annual Town Meeting. The Committee shall evaluate RFP responses, and submit recommended consultants to the Board of Selectmen for approval of planned contracts.
- B. Process Plan. As a first step after formation of the Committee, the Committee shall develop a detailed process plan, to include the identification of planned consultants whose assistance is desired, for the completion of the Townwide Master Plan.
- C. Compilation and Assessment. As part of the process, the Committee shall identify all current plans or planning efforts completed or underway in Medfield that may satisfy the requirements of a Townwide Master Plan under MGL Chapter 41 Section 81D. To the extent possible such existing plans or planning efforts should be incorporated into the Townwide Master Plan to avoid duplication of effort.

D. Financial Impact: The Committee, in the final draft Townwide Master Plan, should evaluate the financial effects to the Town and taxpayers of any proposed actions in the Master Plan, including particular components thereof. Any financial assumptions used shall be based on the best current projections concerning Massachusetts' population, overall number of schoolchildren, and trends in technology and housing preferences.

E. Specific Issues to Address.

1. Location of Parks & Recreation Building: As part of the master plan, the committee should analyze the appropriate location of a new Parks & Recreation building. This is a strategic issue for the town and the Master Plan should evaluate the best location (from a planning standpoint) of that building as part of the municipal facilities master plan.
2. Commercial development and zoning: an important town goal as identified by the Board of Selectmen is responsibly increasing our commercial development to relieve the tax burden borne now by residential taxpayers. As part of the Townwide Master Plan, the committee should look to enhance our ability to attract commercial development that is consistent with the town's character. The committee should review whether our current zoning plan fits with the current and projected demands of the marketplace and recommend any zoning changes that would make Medfield more attractive to commercial development, along with any improvements to current commercially zoned town-owned property that could increase the attractiveness of that property to developers.
3. Residential Development: In addition to developing plans to increase Commercial development, the Master Plan should also evaluate strategies to enhance tax-positive residential development. The committee should review whether our current zoning plan fits with the current and projected demands of the marketplace and recommend any zoning changes that would make Medfield more attractive to the types of residential development that would increase the tax base without a corresponding increase in the cost of town services to support the additional development.
4. Beyond evaluating opportunities for tax-positive residential development, the Master Plan should also address how the town can best accommodate demand for 40B housing, community housing, and non-subsidized senior friendly housing, both with respect to locations, and with respect to design guidelines.

5. Town Land. The Committee shall evaluate parcels of town-owned land and consider, as part of the Master Plan, any parcels of land that might be sold to further town goals such as increasing commercial development, affordable housing, or senior housing.

The Committee should also take a comprehensive look at open space in town and identify actions that town should take to ensure full, ongoing access to this land, to include the identification of maintenance activities required to maintain the land and ensure its accessibility by people who want to enjoy the open spaces.

6. Improved Options for Travel Within Town. The Committee shall examine ways to best make major centers of activity in town more accessible to both vehicular and non-vehicular travelers, to include bike access and pedestrian access. Specific points to consider should include, but not necessarily be limited to, plans for sidewalk construction, cross-walks, bike lanes, and pedestrian pathways.
7. Town Infrastructure. The Committee shall assess the compatibility/ consistency between the town's long-range plans for development and long-range plans for town infrastructure development to ensure that both sets of plans are effectively supportive of the overall direction being taken by the town.

To put this another way, the Committee is being asked to “put a stake in the ground” that describes an optimal path for the town to take, moving into the future. Key questions might include making recommendations on the degree to which Medfield should deliberately plan to become a larger town, as well as what the general mix between commercial and residential development should be to best support the financial needs of the town. This might be best accomplished by creating a “planning scenario” that looks 20 – 30 years into the future and answers questions like the following:

- How big will Medfield's population be?
- How will the demographics of the town's population change from an economic, social, and age standpoint?
- How will the configuration of the town's tax base change?

Deadlines and Deliverables

1. Completion of a Townwide Master Plan for submission to the Planning Board and to ~~the 2020 Annual~~ Town Meeting. ~~In practice, this means the draft Townwide Master Plan should be substantially complete by the end of January 2020.~~

2. The Committee should prepare a draft RFP(s) to recommend to the Board of Selectmen the selection of a planning consultant or consultants early in the Committee's efforts.

3. ~~If possible, the committee should follow the proposed schedule set forth in Attachment A. Board of Selectmen approval is not needed for changes in that schedule that will not alter the deliverable date for the Townwide Master Plan set forth herein. If the committee wishes to deliver the Townwide Master Plan at a later date, it should make a request to do so to the Board of Selectmen no later than October 1, 2019.~~

This charter may be amended by a vote of the Board of Selectmen.

March 25, 2019 Amendment – Remove references to timing and Attachment A

~~ATTACHMENT A~~

Task		Target Date
1.	Appoint Steering Committee	January 15, 2018
	Meeting frequency—first meeting is expected to be held in February	February, 2019
2.	RFP Approved by BoS	Target Date—February, 2019
3.	Issue RFP	NLT March, 2019
4.	Recommendation to BoS	March, 2019
5.	Contract Review	March 31, 2019
6.	BoS Sign Contract	April 2, 2019
7.	Substantially Complete Master Plan	January 31, 2020
8.	Master Plan Approval by BoS & PB	March 31, 2020
9.	Master Plan Adoption at 2020 ATM	May 4, 2020



Guide to Proposed Zoning Bylaw Changes for 2019 Annual Town Meeting (v. 4/2/19)

Medfield Planning Board

George Lester, Chair (2020)

Sarah Lemke, Clerk (2021)

Teresa James, Member (2022)

Gregory Sullivan, Member (2023)

Contact info: (508) 906-3027 or sraposa@medfield.net

Paul McKechnie, Member (2024)

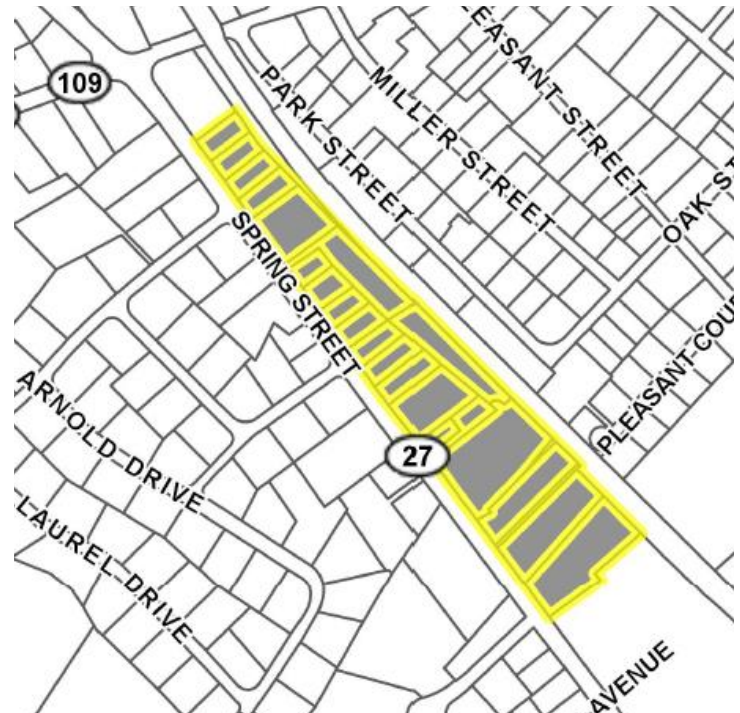
James Brand, Associate Member (*annual*)

Seth Meehan, Associate Member (*annual*)

ARTICLE 23: UPPER SPRING STREET OVERLAY DISTRICT – OVERVIEW

Why is this being proposed: This proposal responds to requests of several residents in the proposed district. In 2017, these residents requested that the Planning Board not include this area within the scope of larger zoning changes, which were ultimately approved by the 2017 Annual Town Meeting relative to imposing constraints on the development of two- and multi-family homes in the RU zoning district. These residents had argued that this proposed district was uniquely well-suited for multifamily development for three reasons: its lot sizes, its existing multifamily developments (such as Olde Village Square, Woodland Condominiums, and Maple Brook Condominiums), and its defined boundaries of Rt. 27 and the railroad tracks. At the time, the Planning Board generally agreed with these arguments but felt it would cause confusion in the midst of the 2017 ATM process. As a compromise, the Planning Board and the interested residents agreed to revisit the matter after the 2017 Annual Town Meeting. No residents in the proposed district have objected to this proposal.

Added Benefit for Medfield: With such a district allowing by-right multifamily development, Medfield could be eligible for a Housing Choice designation. The designation means Medfield could receive Housing Choice Capital Grants for any capital project—not only related to housing—as well as priority access to other grant programs. Such funding sources are critical to many forthcoming town projects.



What is being proposed: Within the proposed district, this proposal reverts to pre-2017 provisions relating to lot areas and permitting process. Pre-2017 zoning required 24,000 sf for the first 3 units plus 6,000 sf for each additional unit (~6 units per acre) and site plan review for approval. Post-2017 zoning requires 30,000 sf for the first 3 units plus 8,000 sf for each additional unit (~4 units per acre) and a special permit for approval. All other dimensional requirements remained the same.

To maintain the integrity of the site plan review process, the proposal includes extensive review criteria of the compatibility, impact, and performance for only new multifamily development in this proposed district. There are no changes to regulations for single- and two-family dwellings.

How was the boundary identified: The boundary was identified based on the existing multi-family developments in the area and the potential for lot mergers in the northern portion of the district. The district could have been reduced or enlarged based on resident feedback during the public hearing process.

Impact on Medfield: This proposal balances the need for desirable new growth in appropriate locations along with the needs for better planning techniques and inclusionary zoning.

UPPER SPRING STREET OVERLAY DISTRICT - ADDITIONAL DETAILS

Potential for Lot Mergers: Lots in this proposed district could be sold for multifamily development at 6 units per acre rather than 4. With this proposal, some lots could be developed with multiple units on their own while some lots may be combined to create larger developments.

Lot Size	Allowable RU Density	Proposed USSOD Density
40,000 sf (approx. 1 acre)	4 units	5 units
60,000 sf (approx. 1.5 acres)	6 units	9 units
80,000 sf (approx. 2 acres)	9 units	12 units
200,000 sf (approx. 5 acres)	24 units	32 units

Role of Inclusionary Zoning: In 2017, the Annual Town Meeting adopted a special permit process to review multifamily development in this area. This proposal would keep that requirement for projects of 6 units or greater by amending the current Inclusionary Zoning section (300-16) to cover this district.

More about Housing Choice: To earn a Housing Choice designation through the governor’s new Housing Choice Initiative, towns must create new housing units (both market rate and affordable units) and, depending on the amount of housing created, adopt identified best practices to promote sustainable housing development. Communities are eligible for designation if they increased housing stock by at least 5% or 500 units in the past five years. Medfield produced 201 housing units between 2013-2017, or 4.76%. Therefore, for a Housing Choice designation, Medfield must meet 5 of 11 identified “best practices” in production and planning. Currently, Medfield meets only 4 of those practices. With this proposal, the town would become eligible for a Housing Choice designation by adopting its 5th best practice: “Have at least one zoning district that allows multifamily by right with capacity to add units and that allows for family housing (greater than 2 bedrooms).” Designated communities can apply for Housing Choice Capital Grants to fund any capital project—even those unrelated to housing. They can also receive priority access to other state grant programs, such as MassWorks, Complete Streets, MassDOT, and LAND and PARC grants. These programs are critical to future DPW projects (such as its Complete Streets policy and the reconstruction of Rt. 109 in the next decade) as well as to the Medfield State Hospital Master Plan, which targeted MassWorks as a grant program.

ARTICLE 24: ZBA SPECIAL PERMIT CRITERIA - OVERVIEW

Why is this being proposed: This proposal updates the special permit criteria used by the Zoning Board of Appeals in reviewing certain projects which require special permits (as defined by the Table of Use). The existing special permit criteria have remained unchanged since adoption in 1975 despite growing complexities in the types and scopes of project applications. Members of the ZBA were part of the 2017 ‘RU Working Group’ which refined the new special permit criteria loosely based on the existing criteria as well as criteria used in nearby towns.

What is being proposed: This amendment mirrors the new set of special permit criteria developed for the Planning Board when it received special permit granting authority for two-and multi-family dwellings in the RU district in 2017. The ZBA and Planning Board held a joint meeting in November 2018 and agreed that the proposal will be a better review tool going forward.

Impact in Medfield: This proposal would have limited impact on town operations.

ARTICLE 25: TABLE OF USE AMENDMENTS - OVERVIEW

Why is this being proposed: This proposal fixes minor errors in the terminology and regulatory references used in the Table of Use.

What is being proposed: This amendment provides consistency in the terminology used within the Medfield Zoning Bylaw, which should have been updated in 2014 with the codification process.

Impact in Medfield: Best classified as minor “housekeeping,” this proposal would have limited impact on town operations.

Local Initiative Program Application Aura at Medfield



**50 Peter Kristof Way
Medfield, MA
April 18, 2019**

Submitted by:

**Mayrock Development LLC
William Lane Jr, Edward Coolbrith
40 Van Brunt Ave
Dedham, MA 02026
617.908.5684**

**Dean E. Harrison
Consultant
59 Lockwood Ave
Attleboro, MA 02703
508.813.1388**

**Aura at Medfield
Local Initiative Application**

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7. AFFIRMATIVE FAIR HOUSING MARKETING PLAN
8. 21E SUMMARY
9. FINANCING LETTER
10. LOCAL SUPPORT LETTER

COVER LETTER



TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

KRISTINE TRIERWEILER
Town Administrator

April 23, 2019

Alana Murphy
Deputy Associate Director
Local Initiative Program
Department of Housing and Community Development
Suite 300
100 Cambridge Street
Boston, MA 02114

RE: Local Initiative Program Application for Comprehensive Permit
Aura at Medfield
50 Peter Kristof Way, Medfield

Dear Ms. Murphy:

The Medfield Board of Selectman (BoS) supports the Local Initiative Program (LIP) comprehensive permit application for the proposed development of a 56 unit apartment building at 50 Peter Kristof Way. The BoS unanimously endorsed the enclosed LIP Application at their meeting on February 19, 2019.

Mayrock Development LLC is proposing the construction of 56 rental units consisting of 31 one-bedroom units, 19 two-bedroom units, and 6 three-bedrooms units; of which 25 percent distributed evenly across one-, two-, and three-bedroom units will be affordable at 80 percent of Area Median Income (AMI). The Developer has met with the Medfield Affordable Housing Trust on October 4, 2018, December 6, 2018, and February 4, 2019 to discuss the proposal. Based on feedback from those meetings, the plans were revised to address comments and concerns regarding vehicular and pedestrian circulation, traffic mitigation, snow storage, building siting and architectural design, and other recommendations made by the Affordable Housing Trust. The Trust voted on February 7, 2019 to endorse the application and recommend approval to the Board of Selectmen. A support letter from the Housing Trust signed by Member Jim Brand is attached to this application.

We are hopeful that the Department of Housing and Community Development will look favorably upon this application and approve the proposed development under the Local Initiative Program. These units will increase Medfield's local housing diversity, which is predominantly comprised of single-family homes for ownership, by increasing the supply of one-, two-, and three-bedroom rental units in an elevator-assisted building. These units will help provide broader housing opportunities within the Town, and the Town will be requesting to exercise Local Preference for 70 percent of the deed-restricted affordable housing units.

Please do not hesitate to contact us if there are any questions or concerns about the application.

Sincerely,

Gus Murby, Chairman
Medfield Board of Selectman

cc: William Lane Jr., Mayrock Development LLC
Ed Coolbrith, Mayrock Development LLC
Vincent J. O'Brien, Esq. Fryer & O'Brien LLC

PROJECT ELIGIBILITY APPLICATION

MASSACHUSETTS
Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

I. GENERAL INFORMATION

Community: Medfield

Name of Development: Aura at Medfield

Site Address: 50 Peter Kristof Way, Medfield, MA 02052

Developer: Mayrock LLC, William Lane, Ed Coolbrith

1. Type of Housing:
☐ Single Family house ☒ Rental
☐ Condominium ☐ Age Restricted

2. Project Characteristics:
☒ New Construction ☐ Conversion
☐ Rehabilitation ☐ Other

3. Total Acres 4.50 Density of Project (units/acre) 12.5

4. Unit Count:

Total Number of Units 56
Affordable 14
Market 42

5. Unit Prices/Rents:
Market Rate \$1,900 (1br), 2,500 (2br), 2,800 (3br)
Affordable \$1,520 (1br), 1,825 (2br), 2,109 (3br)

Required Signatures for the
Comprehensive Permit Project Application
Chief Executive Official Chair, Local Housing Partnership
of Municipality: (if applicable):

Signature: _____

Signature: _____

Print Name: Gus Murby

Date: 04/23/19

Print Name: Michael T. Marcucci

Date: 04/23/19

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- ☐ Land donation (dollar value_____)
- ☐ Building donation (dollar value_____)
- ☒ Marketing assistance
- ☒ Other work by local staff
- ☒ Density increase
- ☐ Waiver of permit fees
- ☐ Other regulatory or administrative relief (specify) _____
- ☐ Local funds (cash)
Amount \$_____ Source: _____
- ☐ HOME funds
- ☐ Agreement by a lender to provide favorable end-loan financing
(ownership projects only)
- ☐ Other (specify) _____

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances). The development fits in to the Town's Affordable Housing Production Plan. The Affordable Housing Trust Committee has recommended approval by the Board of Selectmen for a LIP. In addition, the development will continue to assist the Town make progress towards the Town's 10%.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Gus Murby, Chairman
Address 459 Main Street, Medfield, MA 02052
Phone 508-906-3012
Email gmurby1651@gmail.com

Town Administrator/Manager

Name Kristine Trierweiler
Address 459 Main Street, Medfield, MA 02052
Phone 508-906-3011
Email ktrierweiler@medfield.net

City/Town Planner (if any)

Name Sarah L. Raposa, AICP
Address 459 Main Street, Medfield, MA 02052
Phone 508-906-3027
Email sraposa@medfield.net

City/Town Counsel

Name Mark G. Cerel, Esq
Address 5 North Meadows Road, PO Box 9, Medfield, MA 02052
Phone 508-359-5536
Email mcerel@franklin.ma.us

Chairman, Local Housing Partnership (if any)

Name Michael Marcucci, Chairman
Address 459 Main Street, Medfield, MA 02052
Phone 508-906-3011
Email sraposa@medfield.net

Community Contact Person for this project

Name Sarah L. Raposa, AICP
Address 459 Main Street, Medfield, MA 02052
Phone 508-906-3027
Email selectmanmarcucci@gmail.com

IV. Development Team – Contact Information

Developers:	(Name)	William Lane Jr, Edward Coolbrith
	(Firm Name)	Mayrock Development LLC
	(Address)	40 Van Brunt Ave
	(City/Town)	Dedham, MA 02026
	(Telephone)	617.908-5684
	(Email)	blane@mayrockdev.com
Attorney - Permitting:	(Name)	Vincent J. O'Brien, Esq.
	(Firm Name)	Fryer & O'Brien LLC
	(Address)	9 Whiting Road, P.O. Box 16
	(City/Town)	Dover, MA 02030
	(Telephone)	508.785.1505
	(Email)	yobrien@dover-law.com
Attorney – Real Estate:	(Name)	Paul Lane, Esq.
	(Firm Name)	McNamara LLP
	(Address)	9257 Turnpike Road
	(City/Town)	Southborough, MA 01772
	(Telephone)	508.905.1010
	(Email)	plane@lanemcnamara.com
Architect:	(Name)	
	(Firm Name)	CJC Design
	(Address)	356 University Ave
	(City/Town)	Westwood, MA 02090
	(Telephone)	617.224.8952
	(Email)	cchiurri@hotmail.com
Engineer:	(Name)	Daniel J. Merrikin.
	(Firm Name)	Legacy Engineering
	(Address)	730 Main Street, Suite 2C
	(City/Town)	Millis, MA 02054
	(Telephone)	508.376.8883
	(Email)	dan@merrikinengineering.com
Consultant:	(Name)	Dean E. Harrison
	(Firm Name)	Same
	(Address)	59 Lockwood Avenue
	(City/Town)	Attleboro, MA 02703
	(Telephone)	508.813.1388
	(Email)	Deanharrison13@outlook.com

IV. Development Team – Contact Information

Contractor:	(Name)	William Lane Jr
	(Firm Name)	Mayrock Development LLC
	(Address)	40 Van Brunt Ave
	(City/Town)	Dedham, MA 02026
	(Telephone)	617.908-5684
	(Email)	blane@mayrockdev.com
Marketing/Lottery Agent:	(Name)	TBD
	(Firm Name)	
	(Address)	
	(City/Town)	
	(Telephone)	
	(Email)	

TEAM EXPERIENCE - DEVELOPER QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Mayrock Development LLC

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	AURA AT WEYMOUTH	24 SYMPHONY ROAD	22 SYMPHONY ROAD	10 SYMPHONY ROAD
Community/Address	35 ROCKWAY AVE, WEYMOUTH, MA	BOSTON, MA	BOSTON, MA	BOSTON, MA
Housing Type	APARTMENTS	APARTMENTS	APARTMENTS	APARTMENTS
Number of Units	42	5	5	4
Total Development Costs	\$12,935,000	\$1,100,000	\$1,100,000	\$750,000
Subsidy Program (if applicable)	N/A	N/A	N/A	N/A
Date Completed	2015	1994	1993	1992
Reference:	JOHN ANDERSON	RICH DOLABANY	RICH DOLABANY	RICH DOLABANY
Name & Telephone #	508-458-1500	617-538-2650	617-538-2650	617-538-2650

2. Contractor: Mayrock Development LLC

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	AURA AT WEYMOUTH	24 SYMPHONY ROAD	22 SYMPHONY ROAD	10 SYMPHONY ROAD
Community/Address	35 ROCKWAY AVE WEYMOUTH, MA	BOSTON, MA	BOSTON, MA	BOSTON, MA
Housing Type	APARTMENTS	APARTMENTS	APARTMENTS	APARTMENTS
Number of Units	42	5	5	4
Total Development Costs	\$12,935,000	\$1,100,000	\$1,100,000	\$750,000
Subsidy Program (if applicable)	N/A	N/A	N/A	N/A
Date Completed	2015	1994	1993	1992
Reference: Name & Telephone #	JOHN ANDERSON 508-458-1500	RICH DOLABANY 617-538-2650	RICH DOLABANY 617-538-2650	RICH DOLABANY 617-538-2650

Dean E. Harrison
59 Lockwood Avenue
Attleboro, MA 02703
508.813.1388 (cell)

SKILL SUMMARY

Senior manager with extensive experience in real estate development. Skilled in securing federal, state, and local regulatory land-use approvals. Experienced in obtaining financing for multi-family housing and mixed-use developments from financial institutions and investment partners. Excellent background in design, construction, scheduling, and budgeting.

EXPERIENCE

(2015 – Present)

Women's Development Corporation, Providence, RI ***Director of Real Estate Development***

- Directs daily operations of Wdc's Development Department which involves the oversight and management of housing and commercial acquisition, development management, financial feasibility, program management as well as federal and state reporting.
- Responsible for all phases of project development from site search and acquisition, to securing funding sources and permitting, through to construction and occupancy
- Reports to the Executive Director regarding the overall Real Estate division, staff management, operational budgets, strategic planning, and reporting to the Real Estate Committee of the Board of Directors
- Secures federal, state and local regulatory land-use approvals.

(2009 -2015)

The Neighborhood Corporation, Taunton, MA ***Executive Director***

- Responsible for the overall administration of the Corporation.
- Directing its daily operation, and executing the directives and policies of the Board.
- Serves as the chief program administrator and project manager, which includes overall management of CDC finance administration, staff management, operational budgets, strategic planning, fundraising and reporting to the Board of Directors.
- Duties include housing and commercial acquisition, development management, financial feasibility, program management as well as federal and state reporting.

(2004 –2015)

Dean E. Harrison, Consultant, Warwick, RI ***Owner***

- Acquire and permit real estate developments in the Commonwealth.
- Negotiate, analyze, and underwrite real estate transactions with various Local, State agencies and financial institutions.
- Provide consulting services to developers, and governmental bodies regarding zoning, financing and monitoring of affordable housing using various State Housing programs.

- Provide consulting to newly form 501 (c) (3) regarding the planning development and financing housing and commercial opportunities.

(1994-2004)

The Gatehouse Companies, Mansfield, MA

Vice President of Development

- Managed and monitored ongoing real estate division regarding the developing and financing of multi-family housing totaling over \$206 million.
- Negotiated, analyzed, and underwrote real estate transactions for various investment partners and financial institutions.
- Underwrote financing of multifamily housing developments utilizing multiple federal and state housing subsidies.
- Generated narrative and financial reports for distribution to State agencies, financial institutions and equity partners.

(1988-1994)

Rhode Island Housing and Mortgage Finance Corporation, Providence, RI

Assistant Development Officer

- Review, analyze, and underwrite tax credit proposals seeking resources through the state's competitive funding cycle under its Qualified Allocation Plan.
- Provide technical assistance to developers, property managers, and other quasi-public agencies and governmental bodies regarding program guidelines and industry practices.
- Compile and complete required IRS documentation to ensure accurate and timely compliance with Section 42 of the Internal Revenue Code.
- Perform administrative tasks associated with monitoring program activity to protect the state's annual tax credits allocation.

EDUCATION

UNIVERSITY OF RHODE ISLAND, Kingston, RI

Bachelor of Resource Development - May 1987

Major: Landscape Architecture

G.P.A. 3.00

**COMPUTER
SKILLS**

Microsoft Word, Excel, and PowerPoint

Development List*

<u>Name/Location</u>	<u>Development Type</u>	<u># of Units</u>	<u>Financing</u>	<u>Development Cost</u>
Baron Lofts Apts. Taunton, MA	Mixed-use	6 residential/ Office space/Art Gallery	Neighborhood Stabilization Funds GATHC HOME Funds Bristol County Saving Bank	\$1,500,000
Barrington Cove Apts. Barrington, RI	Multi-family Senior	60	Rhode Island Housing and Mortgage Finance Corp.	\$6,422,028
Brook Ave Cooperatives Boston, MA	Multi-family Family	36	MHIC/MHP Commonwealth of Massachusetts City of Boston	\$7,150,000
Cedar Forest Apts. Tampa, FL	Multi-family Family	200	Neighborhood Landing Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$14,597,773
Cherry Hill II Plymouth, MA	Mixed-use	35 Eldery Residential/ 5,000 sqft Office	Massachusetts Housing Partnership Commonwealth of Massachusetts Rockland Trust Bank. Verizion Capital	\$12,162,045
Chestnut Farm Apartments Raynham, MA (Comprehensive Permit)	Multi-family Family	240	MassMutual Commonwealth of Massachusetts John Hancock	\$32,365,000
The Crossings at Indian Run Stuart, FL	Multi-family Family	344	Florida Housing Finance Agency First Union National Bank	\$23,551,018
Dean Street Studios Providence, RI	Enhanced SRO Under Construction	51	Rhode Island Housing Coastway Bank Federal Home Loan Bank	\$9,036,326
Franklin Commons Apartments Franklin, MA (Comprehensive Permit)	Multi-family Family	96	MHIC/MHP Commonwealth of Massachusetts John Hancock	\$14,315,000
The Groves Middleborough, MA (Comprehensive Permit)	Multi-family (Condominiums)	52	Rockland Trust Bank.	\$11,846,421
Nantucket Bay Apartments Temple Terrace, FL	Multi-family Senior	180	First Housing Development Corp. Florida Housing Finance Corp. Hillsborough County	\$12,488,918
Newport Landing Apartments Tampa, Florida	Multi-family Family	122	Neighborhood Lending Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$11,614,343
The Preserve Walpole, MA (Comprehensive Permit)	Multi-family Family	300	MassHousing Commonwealth of Massachusetts	\$44,859,138
The Residences at the Grove Middleborough, MA (Comprehensive Permit)	Multi-family Family	36	Massachusetts Housing Partnership Commonwealth of Massachusetts Rockland Trust Bank. J.P Morgan	\$7,485,000
The Rosemary Village Scattered Sites West Palm Beach, FL	Family (Single Family Homes)	53	First Housing Development Corp. City of West Palm Beach	\$6,247,838
Sajda Garderns West Boylston, MA (Comprehensive Permit)	Multi-family Family (Under construction)	80	Massachusetts Housing Partnership Middlesex Saving Bank	\$10,889,366
Shannock Falls Scattered Sites Richmond/Charlestown, RI	Multi-family (Permitted)	43	Rhode Island Housing Citizens Bank CREA Equity	\$13,042,086
Shoe Shop Place Middleborough, MA (Comprehensive Permit)	Multi-family Mixed Income (Under construction)	25	Massachusetts Housing Partnership Commonwealth of Massachusetts Bank of America	\$9,615,930
Somerset Woods Dighton, MA (Comprehensive Permit)	Multi-family Mixed Income (Permitted)	240	Massachusetts Housing Partnership	\$10,854,366
Springbrook Commons Apts. West Palm Beach, FL	Multi-family Family	144	Boston Capital Mortgage Corp. Florida Housing Finance Agency	\$10,569,860

Williams Landing Apartments Tampa, FL	Multi-family Family	144	Neighborhood Lending Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$11,323,337
Willis Apartments New Bedford, MA	Multi-family Veterans (Permitted)	30	Commonwealth of Massachusetts CEDAC	\$7,920,184
Willow Trace Apartments Plainville, MA (Comprehensive Permit)	Multi-family Family	88	First Union National Bank Commonwealth of Massachusetts	\$10,506,202
Totals		2,605		\$300,362,179

HISTORIC PROPERTIES

<u>Name/Location</u>	<u>Resident Profile</u>	<u># of Units</u>	<u>Financing</u>	<u>Development Cost</u>
Barrington Cove Apartments Barrington, RI	Multi-family Senior	60	Rhode Island Housing and Mortgage Finance Corp	\$ 6,422,028
Carlton Court Apts Providence, RI	Multi-family Senior	46	Rhode Island Housing and Mortgage Finance Corp	\$ 2,492,979
Clarke School Apartments Newport, RI	Multi-family Senior	56	Rhode Island Housing and Mortgage Finance Corp	\$ 5,499,605
Total		162		\$14,414,612

Note: *Involved in the various phase of development - acquisition, permitting, financing and construction of the development.

SPECIALIZED HOUSING - NON-PROFIT

The Arc of Fall River Scattered Sites	Special needs	19	MassHousing, DMH, DMR	\$ 1,645,000
Cape Head injured Person's Housing Hyannis, MA	Head Injury	20	MassHousing, HIF, AHTF Bank North	\$ 1,956,000
		39		\$3,601,000

MASSACHUSETTS HOUSING PARTNERSHIP 40B Technical Assistances

<u>Community</u>	<u>Retained by:</u>	<u>Community Type</u>
Northborough	MHP	Condominiums
Scituate	MHP	Condominiums
Hingham - 2 projects	MHP - 1, Town - 1	Condominiums
Grafton - 3 projects	MHP - 1, Town - 2	Condominiums
Duxbury	MHP	Condominiums
Douglas	MHP	Condominiums
Yarmouth	MHP	Condominiums
Berkley	MHP	Condominiums
North Dartmouth	MHP	Condominiums
Hamilton	Town	Condominiums
Lynnfield	Town	Condominiums

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? ☒ Yes ☐ No

If yes, please explain. The Housing Consultant has over 30 years experience in the permitting, development, financing and construction of affordable housing. See attached resumes for Attorney and Housing Consultant

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? ☐ Yes ☒ No

If yes, please explain. _____

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Owner/Manager (Title) of Mayrock Development LLC (Legal Name of Applicant) and that the information requested below for the project known as Aura at Medfield (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Date _____

V. PROJECT INFORMATION

1.	Type of Housing	Total number of units
	Single Family House	_____
	Condo	_____
	Rental	56
	Other	_____

2. Total Number of Units 56 Affordable 14 Market 42

3.	Project Style	Total number of units
	Detached single-family house	_____
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	56
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes ☐ No ☒
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:

Buildings 11% Parking & Paved Areas 19%
 Usable Open Space 37% Unusable Open Space 33%

6. Is any portion of the project designed for non-residential use? Yes
 If yes, explain the non-residential uses. A portion of the building will include space for the local American Legion.

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles? The 10 sustainable development principles are: concentrate development and mix uses; advance equity; make efficient decisions; protect land and ecosystems; use natural resources wisely; expand housing opportunities; provide transportation choice; increase job and business opportunities; promote clean energy; and plan regionally. The project is in keeping with each of these principles. The site is serviced by existing infrastructure (Town roads, Town water and sewer) and located near the center of town (1.2 miles), thereby promoting compact development and proximity to the town center. The site is ideally situated for residential because the surrounding area is developed and lies within walking distance of community services (Goddard School, doctor offices, Wills Hardware Inc, other retail). The property does include wetlands. The affordable housing units would satisfy a regional need for low- or moderate-income housing that is particularly acute in southeastern Massachusetts, where most of the towns are significantly below the 10% goal for affordable housing units set by Chapter 40B. The project would be permitted through a comprehensive permit issued under Chapter 40B, thereby providing a process for

more efficient decision-making whereby the Board of Appeals is the sole permit-granting authority for local bylaws and regulations. The apartments will be equipped with energy-star appliances; in addition, the project will be developed in a way to address concerns with energy efficiency in other ways. For instance, the commercial uses close to the project will include businesses that are useful to residents (grocery stores and so on) in order to prevent unnecessary vehicle trips.

B. How will the project maximize energy efficiency and meet Energy Star Standards? The project will contain Energy Star Appliances, low water usage plumbing fixtures, enhanced insulation, windows and HVAC equipment that are energy efficient.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

The project will use low water usage plumbing fixtures, enhanced insulation, windows and HVAC equipment that are energy efficient. In addition, the project will use low VOC paints and other green material throughout construction.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

☐ Yes ☒ No If yes, explain. _____

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? ☐ Yes ☒ No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? ☐ Yes ☒ No
If yes, explain. _____

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	6	1	1	850	NA	\$1,520	NA	<input checked="" type="checkbox"/> # 1
	5	2	1.5	1350	NA	\$1,825	NA	<input checked="" type="checkbox"/> # 1
	3	3	2	1350	NA	\$2,109	NA	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	25	1	1	850	NA	1,900	NA	<input checked="" type="checkbox"/> # 1
	14	2	1.5	1350	NA	2,500	NA	<input type="checkbox"/> # _____
	3	3	2	1350	NA	2,800	NA	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 4.5 Total Buildable Acreage 3.015

2. Describe the current and prior uses of the subject site: Local American Legion Post Building

Existing buildings on site? Yes ☒ No ☐

If yes, describe plans for these buildings: Demolished

3. Current Zoning Classification:

Residential Residential Suburban (minimum lot size) 20,000 sqft

Commercial _____ Industrial _____ Other _____

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes ☒ No ☐ If yes, how many acres are wetlands? 1.49

If yes, attach map of site noting wetland areas.

Is map attached? ☒ Yes ☐ No

5. Is the site located within a designated flood hazard area?

Yes ☒ No ☐

If yes, please attach a map of the site with flood plain designations.

Is map attached? ☒ Yes ☐ No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes ☐ No ☒

7. Is the site within a Historic District? Yes ☐ No ☒

If yes, describe the architectural, structural and landscape features of the area: _____

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes ☐ No ☒ If yes, please explain: _____

9. ☒ Indicate which utilities are available to the site:

Public Sewer ☒

Private Septic ☐

Public Streets ☒

Public Water ☒

Private Wells ☐

Private Ways ☐

Natural Gas ☒

Electricity ☒

On-site Sewer Treatment Facility ☐

Other ☐ Explain: _____

10. Describe any known or suspected hazardous waste sites on or within a ½ mile radius of the project site. None that the Developer is aware of at this time.

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. ☒ Yes ☐ No

12. What waivers will be requested under the comprehensive permit? TBD

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. ☐ Owned by Developer _____

B. ☒ Under Purchase and Sale Agreement _____

C. ☐ Under Option _____

Seller: American Legion Post #110

Buyer: Mayrock Development LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain: No

Date of Agreement 10/02/18

Expiration Date 10/30/19

Extensions granted? Yes ☐ No ☒

Date of Extension _____

Purchase Price \$1,150,000

VII. DESIGN AND CONSTRUCTION

1. **Drawings**

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- ☒ Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- ☒ Dwelling unit distribution by floor, size, and bedroom/bath number
- ☒ Square footage breakdown of commercial, residential, community, and other usage in the buildings
- ☒ Number of parking spaces

Site plan showing:

- ☒ Lot lines, streets, and existing buildings
- ☒ Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- ☒ Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- ☒ Wetlands, contours, ledge, and other environmental constraints
- ☒ Identification of affordable units
- ☒ Identification of handicapped accessible units.
- ☒ Sidewalks and recreational paths
- ☒ Site improvements, including landscaping
- ☒ Flood plain (if applicable)

Utilities plan showing:

- ☒ Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- ☒ Typical building plan
- ☒ Typical unit plan for each unit type with square footage tabulation
- ☒ Typical unit plan for each accessible unit type with square footage tabulation
- ☒ Elevation, section, perspective, or photograph
- ☒ Typical wall section

2. Construction Information

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	42	14	Unfinished	42	14
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	_____	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	_____	_____	Outdoor	72	25
Vinyl	_____	_____	Covered	_____	_____
Brick	_____	_____	Garage	_____	_____
Fiber Cement	42	14	Bicycle	_____	_____
Other	_____	_____			

Heating System

Fuel: ☐ Oil ☐ Gas ☒ Electric ☐ Other

Distribution method (air, water, steam, etc.): Air

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:

The project will contain Energy Star Appliances, low water usage plumbing fixtures, enhanced insulation, windows and HVAC equipment that are energy efficient.

Modular Construction

If modular construction will be used, explain here:

NA

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.

Yes

VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood.

The surrounding uses is a mix of commercial and residential properties (multi and single family).

2. What is the prevailing zoning in the surrounding neighborhood?

Residential Suburban, Business Industrial and Residential Urban

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?

The development is compatible with the mix uses in the surrounding area.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.

The development is located within walking distance to local services and approximately 2 of mile to other nearby amenities and services, in, shopping, schools, recreation, municipal office, churches other downtown amenities and services

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).

The development contributes to smart growth development by being a concentrated development on previously developed land that is serviced by existing infrastructure.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.

Medfield is in the service area for the MBTA RIDE service which provides transportation to the area and surrounding communities. In addition, the site is located approximately 5 to 6 miles to the Walpole commuter lines.

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: No

Describe the form of financial surety to be used to secure the completion of cost certification for this project Cash or Cash Equivalent

Section 3

SOURCES AND USES OF FUNDS

Sources of Funds

Private Equity:

81 . Developer's Cash Equity	\$3,120,305
82 . Tax Credit Equity (net amount) <i>(See line 360, Section 5, page 18.)</i>	\$0
83 . Developer's Fee/Overhead, Contributed or Loaned	\$1,567,894
84 . Other Source:	\$0

Optional user calculations

Public Equity:

85 . HOME Funds, as Grant	\$
86 . Grant: Local CPA	\$0
87 . Grant:	\$
88 . Total Public Equity	\$0

Subordinate Debt (see definition):

	Amount	Rate	Amortiz	Term
89 . Home Funds-DHCD, as Subordinate Debt	\$0	0.00%		
Source:				
90 . Home Funds-Local, as Subordinate Debt	\$0	0.00%		
Source:				
91 . Subordinate Debt	\$0	0.00%		
Source:				
92 . Subordinate Debt	\$0	%	yrs.	yrs.
Source:				
93 . Subordinate Debt	\$0	%	yrs.	yrs.
Source:				
94 . Total Subordinate Debt	\$0			

Permanent Debt (Senior):

	Amount	Rate	Override	Amortiz	Term	MIP
95 . MHFA MHFA Program 1	\$	%	%	yrs.	yrs.	%
96 . MHFA MHFA Program 2	\$	%	%	yrs.	yrs.	%
97 . MHP Fund Permanent Loan	\$	%		yrs.	yrs.	%
98 . Other Permanent Senior Mortgage	\$12,000,000	4.50%		30.00	20.00	%
Source: Rockland Credit Union						
99 . Other Permanent Senior Mortgage	\$	%		yrs.	yrs.	%
Source:						
100 . Total Permanent Senior Debt	\$12,000,000		DSCR:	1.25		
101 . Total Permanent Sources	\$16,688,199		Surplus/(Gap):	\$0		

Construction Period Financing:

	Amount	Rate	Term
102 . Construction Loan	\$12,000,000	4.50%	18.0
Source: TBD			
Repaid at: Conversion	(event)		
103 . Other Interim Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		
104 . Syndication Bridge Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		

Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

Direct Construction:

105 .	Who prepared the estimates?	William Lane	
		Name	Signature
106 .	Basis for estimates?	Similar Developments	

	DV	Trade Item	Amount	Description
107 .	3	Concrete	\$345,835	
108 .	4	Masonry	\$0	
109 .	5	Metals	\$140,000	
110 .	6	Rough Carpentry	\$1,400,000	
111 .	6	Finish Carpentry	\$280,000	
112 .	7	Waterproofing	\$25,000	
113 .	7	Insulation	\$168,000	
114 .	7	Roofing	\$336,000	
115 .	7	Sheet Metal and Flashing	\$25,000	
116 .	7	Exterior Siding	\$672,000	
117 .	8	Doors	\$425,600	
118 .	8	Windows	\$280,000	
119 .	8	Glass	\$24,000	
120 .	9	Lath & Plaster	\$0	
121 .	9	Drywall	\$392,000	
122 .	9	Tile Work	\$140,000	
123 .	9	Acoustical	\$56,000	
124 .	9	Wood Flooring	\$84,000	
125 .	9	Resilient Flooring	\$252,000	
126 .	9	Carpet	\$224,000	
127 .	9	Paint & Decorating	\$84,000	
128 .	10	Specialties	\$26,000	
129 .	11	Special Equipment	\$44,000	
130 .	11	Cabinets	\$294,000	
131 .	11	Appliances	\$140,000	
132 .	12	Blinds & Shades	\$33,600	
133 .	13	Modular/Manufactured	\$2,500	
134 .	13	Special Construction	\$56,000	
135 .	14	Elevators or Conveying Syst.	\$275,000	
136 .	15	Plumbing & Hot Water	\$560,000	
137 .	15	Heat & Ventilation	\$736,000	
138 .	15	Air Conditioning	\$160,000	
139 .	15	Fire Protection	\$420,000	
140 .	16	Electrical	\$1,036,000	
141 .		Accessory Buildings	\$0	
142 .		Other/misc	\$225,000	
143 .		Subtotal Structural	\$9,361,535	
144 .	2	Earth Work	\$350,000	
145 .	2	Site Utilities	\$85,000	
146 .	2	Roads & Walks	\$81,000	
147 .	2	Site Improvement	\$134,000	
148 .	2	Lawns & Planting	\$45,000	
149 .	2	Geotechnical Conditions	\$25,000	
150 .	2	Environmental Remediation	\$15,000	
151 .	2	Demolition	\$75,000	
152 .	2	Unusual Site Cond	\$0	
153 .		Subtotal Site Work	\$810,000	
154 .		Total Improvements	\$10,171,535	
155 .	1	General Conditions	\$203,431	2%
156 .		Subtotal	\$10,374,966	
157 .	1	Builders Overhead	\$622,498	6%
158 .	1	Builders Profit	\$622,498	6%
159 .		TOTAL	\$11,619,962	
160	Total Cost/square foot:		\$166.00	Residential Cost/s.f.: \$166.00

Development Budget:

	<i>Total</i>	<i>Residential</i>	<i>Commercial</i>	<i>Comments</i>
161 . Acquisition: Land	\$0	\$0		
162 . Acquisition: Building	\$1,150,000	\$1,150,000		
163 . Acquisition Subtotal	\$1,150,000	\$1,150,000	\$0	
164 . Direct Construction Budget	\$11,619,962	\$11,619,962		(from line 159)
165 . Construction Contingency	\$871,497	\$871,497.12		7.5% of construction
166 . Subtotal: Construction	\$12,491,459	\$12,491,459	\$0	

General Development Costs:

167 . Architecture & Engineering	\$350,000	\$350,000		
168 . Survey and Permits	\$80,000	\$80,000		
169 . I&I Sewer Connections	\$10,000	\$10,000		
170 . Civil/Environmental Engineer	\$40,000	\$40,000		
171 . Bond Premium	\$25,000	\$25,000		
172 . Legal	\$25,000	\$25,000		
173 . Title and Recording	\$20,000	\$20,000		
174 . Accounting & Cost Cert.	\$17,500	\$17,500		
175 . Marketing and Rent Up	\$75,000	\$75,000		
176 . Real Estate Taxes	\$50,000	\$50,000		
177 . Insurance	\$35,000	\$35,000		
178 . Relocation	\$0	\$0		
179 . Appraisal/Market Study	\$15,000	\$15,000		
180 . Security	\$0	\$0		
181 . Construction Loan Interest	\$300,000	\$300,000		
182 . Inspecting Engineer	\$0	\$0		
183 . Fees to: Lender's	\$45,000	\$45,000		
184 . Fees to: DHCD	\$6,800	\$6,800		
185 . MIP	\$0	\$0		
186 . Credit Enhancement Fees	\$0	\$0		
187 . Letter of Credit Fees	\$0	\$0		
188 . Other:	\$0	\$0		
189 . Development Consultant	\$0	\$0		
190 . Other: Maint/Util	\$0	\$0		
191 . Other:	\$0	\$0		
192 . Soft Cost Contingency	\$100,000	\$100,000		9.1% of soft costs
193 . Subtotal: Gen. Dev.	\$1,194,300	\$1,194,300	\$0	

194 . Subtotal: Acquis., Const., and Gen. Dev.	\$14,835,759	\$14,835,759	\$0
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195 . Capitalized Reserves	\$284,546	\$284,546		3 months of debt and operating expenses
196 . Developer Overhead	\$783,947	\$783,947		
197 . Developer Fee	\$783,947	\$783,947		

198 . Total Development Cost	\$16,688,199	\$16,688,199	\$0	TDC per unit \$298,003.55
-------------------------------------	--------------	--------------	-----	----------------------------------

199 . TDC, Net	\$14,835,759	\$14,835,759	\$0	TDC, Net per unit \$264,924.26
-----------------------	--------------	--------------	-----	---------------------------------------

Surplus/(Gap): (\$0)

Section 4

OPERATING PRO-FORMA

Operating Income

Rent Schedule:

	<i>Contract Rent</i>	<i>Utility Allowance</i>	<i>Total Gross Rent</i>	<i>No. of Units</i>
200 . Low-Income (Rental Assisted):				
SRO			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
3 bedrooms			\$0	
4 bedrooms			\$0	

201 . Low-Income (below 50%):

SRO			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
3 bedrooms			\$0	
4 bedrooms			\$0	

202 . Low-Income (below 60%):

SRO			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
3 bedrooms			\$0	
4 bedrooms			\$0	

203 . Other Income 80%

Below 80% of the median income for the region

SRO			\$0	
1 bedrooms	\$1,520		\$1,520	6
2 bedrooms	\$1,825		\$1,825	5
3 bedrooms	\$2,109		\$2,109	3
4 bedrooms			\$0	
5 bedrooms			\$0	

204 . Market Rate (unrestricted occupancy):

SRO		
1 bedrooms	\$1,900	25
2 bedrooms	\$2,500	14
3 bedrooms	\$2,800	3
4 bedrooms		
5 bedrooms		

Commercial Income:

205 . Square Feet: @ /square foot =

Parking Income:

206 . Spaces: @ /month x 12 =

Other Operating Income Assumptions:

207 . Laundry Income (annual):

\$ -

Optional user calculations

208 . Other Income:a.

b.

c.

d.

e.

f.

Vacancy Allowance:

209 . Low-Income (Rental Assistance)

210 . Low-Income (below 50%)

211 . Low-Income (below 60%)

212 . Other Income 80%

213 . Market Rate

214 . Commercial

Trending Assumptions for Rents:

215 . Low-Income (Rental Assistance)

216 . Low-Income (below 50%)

217 . Low-Income (below 60%)

218 . Other Income 80%

219 . Market Rate

220 . Commercial Space Rental

221 . Laundry Income

222 a Other Income

b Other Income

c Other Income

d Other Income

e Other Income

f Other Income

Year 2

Year 3

Years 4-5

Years 6-20

3.0%	3.0%	3.0%	3.0%
3.0%	3.0%	3.0%	3.0%
3.0%	3.0%	3.0%	3.0%
3.0%	3.0%	3.0%	3.0%
3.0%	3.0%	3.0%	3.0%
%	%	%	%
0.0%	0.0%	0.0%	0.0%
0.0%	0.0%	0.0%	0.0%
0.0%	0.0%	0.0%	0.0%
%	%	%	%
%	%	%	%
%	%	%	%
%	%	%	%

Operating Subsidy and Capitalized Operating Reserves:

223 . Subsidy Source I

224 . Subsidy Source II

225 . Capitalized Operating Reserve Amount:

\$

Source:

226 . Yearly Draws on Subsidies and Reserves:

	<i>Subsidy Source I</i>	<i>Subsidy Source II</i>	<i>Draw on Oper. Reserve</i>
Year 1	\$	\$	\$
Year 2	\$	\$	\$
Year 3	\$	\$	\$
Year 4	\$	\$	\$
Year 5	\$	\$	\$
Year 6	\$	\$	\$
Year 7	\$	\$	\$
Year 8	\$	\$	\$
Year 9	\$	\$	\$
Year 10	\$	\$	\$
Year 11	\$	\$	\$
Year 12	\$	\$	\$
Year 13	\$	\$	\$
Year 14	\$	\$	\$
Year 15	\$	\$	\$
Year 16	\$	\$	\$
Year 17	\$	\$	\$
Year 18	\$	\$	\$
Year 19	\$	\$	\$
Year 20	\$	\$	\$
Year 21	\$	\$	\$

227 . Annual Operating Income (year 1)

\$1,322,278

Operating Expenses				
Annual Operating Exp.:	Total	Residential	Commercial	Comments
228 . Management Fee	\$79,337	\$79,337		6%
229 . Payroll, Administrative	\$20,000	\$20,000		
230 . Payroll Taxes & Benefits, Admin.	\$4,000	\$4,000		
231 . Legal	\$1,500	\$1,500		
232 . Audit	\$8,000	\$8,000		
233 . Marketing	\$2,000	\$2,000		
234 . Telephone	\$0			
235 . Office Supplies	\$1,500	\$1,500		
236 . Accounting & Data Processing	\$0			
237 . Investor Servicing	\$0			
238 . DHCD Monitoring Fee	\$5,100	\$5,100		
239 . Other:	\$0			
240 . Other:	\$0	\$0		
241 . Subtotal: Administrative	\$42,100	\$42,100	\$0	
242 . Payroll, Maintenance	\$20,000	\$20,000		
243 . Payroll Taxes & Benefits, Admin.	\$4,000	\$4,000		
244 . Janitorial Materials	\$2,500	\$2,500		
245 . Landscaping	\$5,000	\$5,000		
246 . Decorating (inter. only)	\$0			
247 . Repairs (inter. & ext.)	\$4,500	\$4,500		
248 . Elevator Contract	\$5,000	\$5,000		
249 . Trash Removal	\$6,000	\$6,000		
250 . Snow Removal	\$3,000	\$3,000		
251 . Extermination	\$1,500	\$1,500		
252 . Recreation	\$0			
253 .	\$0	\$0		
254 . Subtotal: Maintenance	\$51,500	\$51,500	\$0	
255 . Resident Services	\$0	\$0		
256 . Security	\$0	\$0		
257 . Electricity	\$4,500	\$4,500		Common Area
258 . Natural Gas	\$4,500	\$4,500		
259 . Oil	\$0			
260 . Water & Sewer	\$10,000	\$10,000		
261 . Subtotal: Utilities	\$19,000	\$19,000	\$0	
262 . Replacement Reserve	\$19,600	\$19,600		
263 . Operating Reserve	\$0			
264 . Real Estate Taxes	\$175,000	\$175,000		
265 . Other Taxes	\$0			
266 . Insurance	\$22,020	\$22,020		
267 . MIP	\$0			
268 . Other:	\$0			
269 . Subtotal: Taxes, Insurance	\$197,020	\$197,020	\$0	
270 . TOTAL EXPENSES	\$408,557	\$408,557	\$0	

O/E per unit/yr.: \$7,295.66

Other Operating Expense Assumptions**Trending Assumptions for Expenses**

	<i>Year 2</i>	<i>Year 3</i>	<i>Years 4-5</i>	<i>Years 6-20</i>
271 . Sewer & Water	4.0%	4.0%	4.0%	4.0%
272 . Real Estate Taxes	2.5%	2.5%	2.5%	2.5%
273 . All Other Operating Expenses	3.0%	3.0%	3.0%	3.0%

Reserve Requirements:

274 . Replacement Reserve Requirement	\$350.00	per unit per year	
275 . Operating Reserve Requirement		per unit per year	1.25

Debt Service:

		<i>Annual Payment</i>	
276 . MHFA	MHFA Program 1	N/A	
277 . MHFA	MHFA Program 2	N/A	
278 . MHP Fund Permanent Loan		N/A	
279 . Other Permanent Senior Mortgage		\$729,627	
Source:	N/A		
280 . Other Permanent Senior Mortgage		N/A	
Source:	N/A		
281 . Total Debt Service (Annual)		\$729,627	
282 . Net Operating Income		\$913,721	(in year one)
283 . Debt Service Coverage		1.25	(in year one)

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	14	_____	_____	_____
Number of market units	42	_____	_____	_____
Total by phase	56	_____	_____	_____

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	May 2020	_____	_____	_____
Construction start	May 2020	_____	_____	_____
Marketing start – affordable units	April 2021	_____	_____	_____
Marketing start – market units	April 2021	_____	_____	_____
Construction completed	Oct 2021	_____	_____	_____
Initial occupancy	Oct 2021	_____	_____	_____

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. ☒ Letter of support signed by Chief Elected Officer of municipality - **Tab #1**
2. ☒ Letter of support from local housing partnership (if applicable) - **Tab #10**
3. ☒ Signed letter of interest from a construction lender - **Tab #9**
4. ☒ Map of community showing location of site - **Tab #5**
5. ☒ Check payable to DHCD
6. ☒ Rationale for calculation of affordable purchase prices or rents (see Instructions) - **Tab #4**
7. ☒ Copy of site control documentation (deed or Purchase & Sale or option - **Tab #3** agreement)
8. ☐ Last arms length transaction or current appraisal under by-right zoning
9. ☒ 21E summary (if applicable) - **Tab #8**
10. ☒ Photographs of existing building(s) and/or site - **Tab #5**
11. ☒ Site Plan showing location of affordable units - **Tab #6**
12. ☒ Sample floor plans and/or sample elevations - **Tab #6**
13. ☒ Proposed marketing and lottery materials - **Tab #7**

SITE CONTROL

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of October 2, 2018 (the "Effective Date") by and between **Beckwith Post No. 110, Inc.**, a Massachusetts Nonprofit Corporation ("Seller"), and **Mayrock Development, LLC**, a Massachusetts Limited Liability Company or its nominees, assigns or designees. ("Buyer").

1. *Purchase and Sale.* Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Buyer, good and clear record and marketable title and Buyer agrees to purchase and accept from Seller, the following real and personal property (collectively, the "Property"):

1.1 All that certain land, a parcel containing approximately four and one half acres, located in Medfield, Norfolk County, Massachusetts at 50 Peter Kristof Way, more particularly described in a deed recorded in the Norfolk County Registry of Deeds in Book 4585, Page 741, together with all privileges, rights, easements and appurtenances belonging to such land, and all right, title and interest (if any) of Seller in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land, and all right, title and interest (if any) of Seller in all development rights appurtenant to such land (the "Land");

1.2 The one story building (the "Building"), known and numbered as 50 Peter Kristof Way, Medfield, Massachusetts, together with all other improvements located on the Land (the Building and such improvements being hereinafter collectively referred to as the "Improvements," and the Land and the Improvements being hereinafter collectively referred to as the "Real Property");

1.3 All fixtures, equipment and appliances attached to the Improvements, or otherwise owned by Seller and located within the Real Property or used exclusively in connection with the Real Property, (the "Tangible Personalty").

2. *Purchase Price.* The purchase price for the Real Property (the "Purchase Price") shall be **One Million One Hundred Fifty Thousand (\$1,150,000.00) and 00/100 Dollars**, which, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Buyer as follows:

2.1 *Deposit.* Concurrently with the execution and delivery of this Agreement by Buyer, Buyer shall deliver to James J. McKenzie, Attorney at Law, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or check deposit in the amount of One Hundred Thousand (\$100,00.00) and 00/100 Dollars (the "Deposit"). The Deposit shall be held and distributed as follows:

2.1.1 The Deposit shall be held by Attorney James J. McKenzie in a non-interest bearing escrow account subject to the terms of this Agreement as set forth herein.

2.1.2 Of the \$100,000.00 deposit \$10,000.00 is non-refundable and payable upon receipt to Seller; the balance of the Deposit in the amount of \$90,000.00 will be held in escrow by James J. McKenzie, Attorney at Law to be disbursed as set forth below.

2.1.3 Buyer shall have an "Investigation Period" of 45 days from the effective date of this Agreement, which is until November 16, 2018, to perform tests, surveys and studies, including, but not limited to, in order to review title to the Real Property, the permitting process, zoning code compliance and to perform environmental and geotechnical testing ("Tests and Studies"). The Test and Studies will be undertaken to determine whether, in Buyer's sole discretion, it will be feasible to go forward with the acquisition of the Real Property. If during the Investigation Period buyer elects not to proceed with this transaction it shall notify in writing Seller and James J. McKenzie, Attorney at Law of same whereupon this Agreement will be terminated and the balance of the deposit in the amount of \$90,000.00 shall be returned to Buyer. In the absence of timely delivery by Buyer to Seller of such written notice, Buyer shall be deemed to have waived its right to terminate this Agreement, except as otherwise set forth in this Agreement. If Buyer does not terminate this Agreement prior to the end of the Investigation Period Buyer agrees that the sum of \$6, 500.00 per month, beginning on the first day of the month that next occurs after the end of the Inves-

tigation Period, which is December 1, 2018, shall be disbursed from the Deposit to Seller by James J. McKenzie, Attorney at Law.

2.1.4 If the Closing takes place in accordance with the terms and conditions of this Agreement, Attorney James J. McKenzie shall deliver and pay the balance of the Deposit then remaining to Seller on the Closing Date, and the full \$100,000.00 shall be credited to Buyer against the Purchase Price due Seller in accordance with the terms and conditions of this Agreement.

2.1.5 If this Agreement is terminated by Buyer in accordance with the terms and conditions of this Agreement, then Attorney James J. McKenzie shall deliver the balance of the Deposit then remaining to Buyer promptly in accordance with the provisions of this Agreement.

2.1.6 If the Closing does not take place under this Agreement by reason of the failure of either party to comply with its obligations hereunder, Attorney James J. McKenzie shall promptly deliver the balance of the Deposit then remaining to the party entitled thereto in accordance with the provisions of this Agreement.

2.1.7 Except for a demand made by Buyer pursuant to a termination of this Agreement by Buyer prior to the expiration of the Investigation Period, upon receipt of a written demand from Seller or Buyer claiming the Deposit, Attorney James J. McKenzie shall promptly forward written notice of Attorney James J. McKenzie's receipt of such demand together with a copy thereof to the other party hereto. Unless such other party, within ten (10) days after actual receipt of such notice, notifies Attorney James J. McKenzie in writing of any objection to such requested delivery of the Deposit, Attorney James J. McKenzie shall deliver the Deposit to the party demanding the same and thereupon shall be released and discharged from any further duty or obligation hereunder by all parties hereto. Notwithstanding anything to the contrary contained herein, Attorney James J. McKenzie shall not deliver the Deposit pursuant to any such demand for the same unless and until Attorney James J. McKenzie has received confirmation that the party not making the demand for the Deposit has actually received notice of said demand and that the time for responding to said demand has passed.

2.2 *Payment at Closing.* At the closing of the transaction contemplated hereby (the "Closing"), Buyer shall deliver to Seller an amount equal to the Purchase Price less the Deposit. The Purchase Price, subject to adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available federal funds, transferred to the account of Seller or such other person as Seller may designate in writing, for receipt by the bank designated by Seller not later than 1 P.M., Eastern Daylight or Standard (as applicable) Time.

3. *Attorney James J. McKenzie as Escrow Agent.* Attorney James J. McKenzie shall hold the Deposit as escrow agent in accordance with the terms and provisions of this Agreement, subject to the following:

3.1 *Obligations.* Attorney James J. McKenzie undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Attorney James J. McKenzie.

3.2 *Reliance.* Attorney James J. McKenzie may act in reliance upon any writing or instrument or signature which he, in good faith, believes to be genuine, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Attorney James J. McKenzie shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same.

3.3 *Indemnification.* Unless Attorney James J. McKenzie discharges any of his duties under this Agreement in a negligent manner or is guilty of willful misconduct with regard to his duties under this Agreement, Seller and Buyer shall indemnify Attorney James J. McKenzie and hold him harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other reasonable expenses, fees, or charges of any character or nature, which he may incur or with which he may be threatened by reason of his acting as escrow agent under this Agreement; and in such connection Seller and Buyer shall indemnify Attorney James J. McKenzie against any and

all such expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

3.4 *Disputes.* If the parties (including Attorney James J. McKenzie) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Attorney James J. McKenzie, or the application of the Deposit, Attorney James J. McKenzie shall have the right to hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Attorney James J. McKenzie may, but shall not be required to, file an action in interpleader to resolve the disagreement. Attorney James J. McKenzie shall be indemnified for all reasonable costs and reasonable attorneys' fees in his capacity as escrow agent hereunder in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

4. *Buyer's Due Diligence Inspection and Termination Rights; "As Is" Sale*

4.1 *Inspection of Property.* Buyer and its appointed agents or independent contractors shall, at all reasonable times prior to the end of the Investigation Period defined herein, have the privilege of going upon the Real Property to, at Buyer's sole cost and expense, inspect, examine, test, appraise, and survey the Real Property, including, but not limited to, investigations of the physical condition thereof and to determine the status of the Land and the Improvements with respect to geotechnical matters and Hazardous Materials (defined below) and compliance with applicable environmental laws; provided, however, that Buyer shall not perform any sampling or testing of environmental media at the Property until Seller has approved the scope of Buyer's sampling and testing. To this end, Buyer shall present to Seller a reasonably detailed description of the sampling and testing proposed to be performed which includes the sampling locations and analyses to be made, prepared by the engineering firm to perform such work (and, if requested by Buyer, a copy of any Phase I Environmental report previously obtained by Seller), for Seller's reasonable review and approval. If Seller disapproves of such testing, Buyer's sole remedy shall be to terminate this Agreement, in which event the Deposit shall be reimbursed to Buyer and neither party shall have any further obligations hereunder, except for those that expressly survive the termination of this Agreement. If Seller approves such testing, then Buyer shall be permitted to cause such sampling and testing to be performed. Buyer shall, and does hereby covenant and agree to, repair any and all damage caused by the activities of Buyer or its agents on the Real Property and to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability arising out of any such entry by Buyer or its appointed agents or independent contractors or any acts performed in exercising Buyer's rights under this Paragraph 4.1 (including without limitation, any rights or claims of materialmen or mechanics to liens on the Real Property, but excluding matters merely discovered by, and not caused by, Buyer, its agents or contractors).

4.2 *Inspection of Documents.* The right of inspection described in Paragraph 4.1 above shall extend to, and include, the right to examine, and Seller agrees to make available at Seller's office, all of Seller's records with respect to the Property, including, without limitation, the plans and specifications, the Property Contracts (if any), surveys, and any information Seller may have regarding the zoning status of the Property. In furtherance of Seller's duties hereunder, Seller shall deliver to Buyer within 10 days after the Effective Date copies of the following (the documents described below herein referred to as the "Due Diligence Documents") which it may have in its possession:

4.2.1 Existing building permits, permanent certificates of occupancy or equivalent, regarding the Improvements;

4.2.2 Real estate tax bills with respect to the Property for the immediately prior and current tax fiscal years;

4.2.3 Leases, title and survey, insurance, physical condition and environmental documents;

4.3 *Termination.* Seller acknowledges that Buyer intends to construct a building or buildings of at least 44 affordable housing residential apartment units with parking and other facilities ("Project") pursuant to Massachusetts General Laws Chapter 40B and related federal, state and local requirements and that the ability to construct the Project is contingent upon receiving certain approvals and permits (the "Approvals and Permits") from the Town of

Medfield and other governmental authorities and that Buyer's obligation to purchase the Real Property is contingent upon Buyer obtaining all of required Approvals and Permits, in a final, non-appealable form and substance satisfactory to Buyer in its sole discretion, on or before September 30, 2019. Buyer agrees to promptly and diligently pursue the necessary Approvals and Permits. Seller shall cooperate with Buyer in Buyer's efforts to secure the Approvals and Permits and will take all action reasonably necessary or appropriate to help the Buyer accomplish the foregoing. Seller agrees that if despite Buyer's reasonable efforts the necessary Approvals and Permits are denied, or cannot be obtained by September 30, 2019, or if Buyer determines in its reasonable judgment, that in the process of obtaining the Approvals and Permits, there is no reasonable likelihood of obtaining all of the Approvals and Permits, Buyer may terminate this Agreement, in its sole discretion, by giving written notice of such election to Seller on or before September 30, 2019, in which event (i) the remaining balance of the Deposit in the original amount of \$90,000.00 shall be returned promptly to Buyer and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of timely delivery by Buyer to Seller of such written notice, Buyer shall be deemed to have waived its right to terminate this Agreement under this Paragraph 4.3, and this Agreement shall continue in full force and effect.

4.4. Title and Survey Matters.

4.4.1 Buyer may at its sole cost and expense obtain a title abstract and a survey ("Survey") of the Property. Buyer shall have until November 15, 2018 to give written notice to Seller of any objections with respect thereto ("Buyer's Title Objection Notice"), indicating in reasonable detail the nature and reasons for Buyer's objections and including with such notice a copy of the summary of the title abstract and/or Survey, together with copies of any documents containing matters objected to in such notice. Failure to give such notice shall constitute Buyer's approval of (i) all title and survey matters disclosed in the title abstract, survey and other title materials, if any, with respect to the Real Property to be delivered by Seller to Buyer, and (ii) all matters set forth in the abstract and the Survey. It is agreed that in the event of a title matter for which a title insurance company is willing to issue so called "affirmative coverage" over a known defect or problem, Buyer shall have the option to accept same.

4.4.2 Seller shall have the right, but not the obligation, to attempt to cure any objections set forth in Buyer's Title Objection Notice. Seller shall notify Buyer within five (5) business days after receipt of Buyer's Title Objection Notice ("Seller's Title Objection Response Period") whether Seller agrees to attempt to cure any objections set forth in Buyer's Title Objection Notice. If Seller so agrees to attempt to cure any objections, then Seller shall have a period of up to forty five (45) days after receipt of Buyer's Title Objection Notice ("Title Cure Period") in order to effectuate such cure. If the Closing Date is scheduled to occur prior to the end of the Title Cure Period, then, upon written notice from Seller to Buyer delivered not less than three (3) business days prior to the then scheduled Closing Date, the Closing Date shall be extended for a period of up to 30 days after the end of the Title Cure Period in order for Seller to continue to effectuate such cure.

4.4.3 In the event Seller gives timely notice to Buyer that Seller will attempt to cure any objections set forth in Buyer's Title Objection Notice, and if this Agreement is not terminated pursuant to Paragraph 4.3 above, Seller shall use commercially reasonable efforts to cure such objections and deliver evidence of such cure satisfactory to the Buyer's Title Insurance Company and Buyer within the Title Cure Period, but in no event shall Seller be required to expend more than a maximum amount Ten Thousand (\$10,000.00) Dollars in the aggregate to effectuate the cure of all such objections (excluding Monetary Liens (defined below), as to which such maximum amount shall not apply). If despite Seller's commercially reasonable efforts Seller fails to cure all such matters within the Title Cure Period or extension thereof as specified in paragraph 4.4.2, Buyer's sole right with respect thereto shall be to terminate this Agreement within five (5) business days after the expiration of the Title Cure Period, in which event (i) the balance of the Deposit shall be returned promptly to Buyer; and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer does not so terminate this Agreement, Buyer shall be deemed to have waived its objections and to have agreed to accept title to the Property subject thereto, without reduction in the Purchase Price.

4.4.4 Notwithstanding the foregoing, Seller agrees to cure at or prior to the Closing all "Monetary Liens" at Seller's sole cost and expense. The Parties agree that the recording of instruments to discharge any monetary lien may be recorded within a reasonable time following closing in accordance with customary conveyancing practice.

As used herein, "Monetary Lien" means any security deed, mortgage, lien, security interest, monetary judgment, past due taxes or assessments or similar monetary encumbrance upon the Real Property created by Seller or placed on the Property by Seller's actions or inaction. A Monetary Lien shall be deemed cured by Seller if such Monetary Lien is released, satisfied or canceled of record at or prior to the Closing or within a reasonable time following closing in accordance with customary conveyancing practice at no additional cost to Buyer, provided, however, that as to any institutional mortgage, the lien of such mortgage shall be deemed satisfactorily released if written confirmation is received from the mortgagee stating the amount to be delivered at the Closing to discharge such mortgage, in form and substance satisfactory to the Buyer's counsel to remove such mortgage from the list of encumbrances in Buyer's title insurance policy upon payment of such amount to said mortgagee out of Seller's proceeds at the Closing.

4.4.5 If Buyer does not terminate this Agreement pursuant to this Paragraph 4.4, the following matters shall be deemed accepted by Buyer and shall be referred to herein as "Permitted Encumbrances":

4.4.5.1 All matters disclosed in the existing title abstract, survey and other title materials, if any, delivered by Seller to Buyer and all matters disclosed in the title abstract and the Survey to which Buyer does not object or which Buyer is deemed to have accepted pursuant to the terms and conditions of this Paragraph 4.4, other than Monetary Liens;

4.4.5.2 Any liens for such taxes for the then current fiscal year as are not due and payable on the Closing Date, and any liens for municipal betterments assessed after the Effective Date; and

4.4.5.3 The provisions of any building, zoning, subdivision, and similar laws applicable to the Property, so long as same do not prohibit or materially interfere with Buyer's proposed use of the Real Property.

4.5 "*As Is*" Sale. Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Real Property, including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose.

Buyer acknowledges and agrees that upon closing Seller shall sell and convey to Buyer and Buyer shall accept the Real Property "*as is, where is, with all faults,*" except to the extent expressly provided otherwise in this Agreement. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations, or information pertaining to the Real Property or relating thereto made or furnished by Seller, the managers of the Real Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Buyer also acknowledges that the purchase price reflects and takes into account that the Real Property is being sold "as-is."

Buyer represents to Seller that Buyer has conducted, or will conduct prior to closing, such investigations of the Real Property, including, but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary or desirable to satisfy itself as to the condition of the Real Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Real Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties, and covenants of Seller as are expressly set forth in this Agreement. Upon closing, Buyer shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, upon closing, shall be deemed to have waived, relinquished and released Seller (and Seller's officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, *known or unknown*, which Buyer might have asserted or alleged against Seller (and Seller's officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Real Property.

The provisions of this paragraph shall survive closing or any termination of this agreement.

4.6 *Buyer's Waiver and Release of Seller as to Certain Actions after Closing.* Buyer agrees that, if at any time after the Closing, any third party or any governmental agency seeks to hold Buyer responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Real Property or emanating therefrom, Buyer waives any rights it may have against Seller in connection therewith including, without limitation, under CERCLA (defined below), and Buyer agrees that it shall not (i) implead the Seller, (ii) bring a contribution action or similar action against the Seller or (iii) attempt in any way to hold the Seller responsible with respect to any such matter. The provisions of this Paragraph 4.6 shall survive the Closing. As used herein, "Hazardous Materials" shall mean and include, but shall not be limited to, any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by law, governmental rules or regulations (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., similar state laws and regulations adopted thereunder.

5. *Seller's Covenants Regarding Operation of Property.* From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller agrees as follows:

5.1 *Further Encumbrances.* Seller will not grant or purport to create in favor of any third party any interest in the Real Property or any part thereof or further encumber the Real Property without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned, or delayed prior to the end of the Investigation Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Investigation Period.

5.2 *Other Agreements; Property Contracts.* Seller will not enter into any maintenance, management, or other service contracts relating to the Real Property without the prior written approval of Buyer, which approval shall not be unreasonably withheld. Seller will terminate as of the Closing all Real Property Contracts (if any) that Buyer does not elect to assume in writing prior to closing.

5.3 *Insurance.* Seller will continue to maintain in full force and effect all insurance as presently carried by Seller.

5.4 *Violations of Law.* Seller will promptly notify Buyer in writing of any violation of any law, regulation, ordinance, order, or other requirement of any governmental authority having jurisdiction over or affecting the Real Property, or any part thereof, of which Seller receives written notice.

5.5 *Structural Modifications.* Seller will not permit any structural modifications or additions to the Real Property without the prior written consent of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed prior to the end of the Investigation Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Investigation Period.

5.6 *Operation of Property.* Seller shall continue to maintain, operate and manage the Real Property in the same manner that Seller has heretofore maintained and operated the Real Property.

6. *Casualty and Condemnation.*

6.1 *Condemnation.* If prior to the Closing any portion of the Real Property becomes subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, which either (A) affects any portion of the Land, Building, parking area or access driveways on the Real Property, then Buyer shall have the right, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, in which case the balance of the Deposit shall be returned promptly to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obliga-

tion to the other hereunder; or (ii) close the sale contemplated herein. If Buyer does not have the right to terminate this Agreement or having such right elects or is deemed to have elected not to terminate this Agreement, then this Agreement shall remain in full force and effect and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation, shall be effected without reduction in the Purchase Price. In such event, Seller shall at the Closing assign, transfer and set over unto Buyer all of Seller's right, title and interest in and to any awards paid or payable in connection with such taking.

7. Conditions Precedent to Buyer's Obligations.

7.1 Buyer's obligation to purchase the Real Property at the Closing hereunder is expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option):

7.1.1. *Accuracy of Representations.* All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

7.1.2. *Performance.* Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

7.1.3. *No Material Adverse Change.* There shall have been no material adverse change in the physical condition of the Property, or the laws, rules and regulations governing the use or development of the Real Property between the expiration of the Investigation Period and the Closing.

7.1.4. *Condition of Title.* No new encumbrances or exceptions to title have been recorded pertaining to the Real Property between the date of the title abstract and the Closing that have not been approved by Buyer or that are not removed by Seller or agreed to be removed by Seller prior to or contemporaneously with the Closing, and the Buyer's Title Insurance Company is prepared to issue at the Closing an owner's policy of title insurance (with acceptable affirmative coverage over a known defect or problem) at commercially customary rates, subject only to the Permitted Encumbrances.

7.2. *Failure of Conditions.* In the event Seller shall not be able to convey the Real Property on the Closing Date in accordance with the provisions of this Agreement, then Buyer shall have the option, exercisable by written notice to Seller at or prior to Closing, of (i) accepting at Closing the Real Property in such condition as Seller is able to convey, waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, (ii) extending the Closing Date for up to an additional thirty (30) business days, or (iii) terminating this Agreement, in which event the Deposit shall be returned promptly to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

8. Closing; Deliveries.

8.1. *Time of Closing.* Unless the Agreement has been terminated as set forth herein, the Closing shall take place on the earlier of October 30, 2019 or 30 days after Buyer's receipt of all final Approvals and Permits, subject to the terms of Paragraph 4.3 herein (the "Closing Date") (subject to extension only as expressly set forth herein) at the Norfolk Registry of Deeds, unless otherwise agreed to in writing by both Seller and Buyer. If any date on which the Closing would occur by operation of this Agreement is not a business day the Closing shall occur on the next business day.

8.2. *Seller Deliveries.* At Closing, Seller shall deliver to Buyer the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

8.2.1 A Massachusetts Quitclaim Deed ("Deed") to the Real Property from Seller, duly executed and acknowledged by Seller, conveying good and clear record and marketable title, subject to the Permitted Encumbrances.

8.2.2 Such affidavits or letters of indemnity as the Buyer's Title Insurer shall require in order to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfilled mechanics' or materialmen's liens, or for rights of parties in possession.

8.2.3 A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended duly executed by Seller.

8.2.4 Keys (or, if applicable, security cards and/or security codes) to all doors in the Building or Real Property, labeled for identification.

8.2.5 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8.3 *Buyer Deliveries.* At Closing, Buyer shall deliver to Seller the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same to Seller:

8.3.1 Funds by wire transfer in the amount required under Paragraph 2.2 hereof (subject to the adjustments provided for in this Agreement).

8.3.2 A certification by Buyer that all representations and warranties made by Buyer in Paragraph 16 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

8.3.3 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

9. Apportionments; Taxes; Expenses.

9.1 Apportionments.

9.1.1. *Taxes and Operating Expenses.* All real estate taxes, charges and assessments affecting the Real Property ("Taxes"), and all operating expenses for the Real Property (other than utilities, which are addressed in Paragraph 9.1.4) ("Operating Expenses") shall be prorated on a per diem basis as of the Closing Date. If any Taxes have not been finally assessed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be readjusted when final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far and shall be readjusted within one hundred twenty (120) days after the Closing. Buyer hereby agrees to assume all nondelinquent assessments affecting the Property, whether special or general.

9.1.2. *Utilities.* Utilities, including water, sewer, electric and gas shall be prorated based upon the last reading of meters prior to the date of closing. If Seller has paid any utilities no more than thirty (30) days in advance in the ordinary course of business, then Buyer shall be charged its portion of such payment at Closing. Utility deposits shall not be subject to proration; rather, Seller shall be entitled to receive refunds of any deposits it has made, and Buyer shall be responsible for posting its own deposits.

9.2. *Expenses.* Each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a party, and (2) all of their respective accounting and appraisal fees. Buyer shall be responsible for all of the Seller's attorney's fees incurred by their counsel, James J. McKenzie, from and after August 1, 2018. Buyer, in addition to its other expenses, shall pay at Closing (1) all recording charges incident to the recording of the deed for the Real Property; (2) the premium for Buyer's title insurance policy; and (3) all documentary stamps, excise taxes

and real estate transfer taxes and (2) all recording charges incident to the recording of any instruments to discharge or remove encumbrances not approved (or deemed approved) by Buyer.

10. Remedies.

10.1. *Buyer Default.* In the event Buyer breaches or fails, without legal excuse, to complete the purchase of the Property or to perform its obligations under this Agreement, then, Seller shall, as its sole legal and equitable remedy therefore, be entitled to receive the balance of the Deposit as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default, upon receipt of which this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any degree of accuracy, and that the liquidated damage amount set forth in this Paragraph represents both parties' best efforts to approximate such potential damages.

10.2. *Seller Default.* If Seller shall fail to perform any of its obligations under this Agreement, the Buyer shall, at its option either (i) have the right of specific performance regarding Seller's obligation to convey title to the Real Property to Buyer, including but not limited to, requiring Seller to deliver such documents and to make such payments and prorations pursuant to this Agreement; (ii) elect to terminate this Agreement, in which event the remaining Deposit will be promptly returned to Buyer on written demand pursuant to the escrow provisions herein or (iii) waive said failure or breach and proceed to Closing. Buyer hereby acknowledges and agrees with Seller that the terms of the preceding sentence shall constitute Buyer's sole and exclusive rights and remedies in the event of a breach or default hereunder by Seller prior to Closing and Buyer hereby irrevocably waives and relinquishes any and all other rights, in equity or at law, which it might otherwise have against Seller, except as shall otherwise survive termination as set forth in this Agreement, including but not limited to, any action for damages against Seller.

11. *Confidentiality.* Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Real Property in accordance with the terms and conditions of this Agreement, any of the documents, material or information regarding the Real Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation, any environmental site assessment reports furnished to Buyer, except to Buyer's, attorneys, accountants, consultants, investors and lenders on a "need to know" basis, unless Buyer is compelled to disclose such documents, material or information by law or by subpoena. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Real Property supplied to Buyer by Seller or at the request of Buyer. The provisions of this Paragraph 11 shall survive the termination of this Agreement but shall no longer be applicable following Closing in accordance with the terms of this Agreement.

12. *Possession.* If the Agreement has not been otherwise terminated, Seller shall be able to remain in occupancy and use the Premises being conveyed until such time as Buyer receives all necessary Approvals and Permits, subject to the provisions of Paragraph 4.3 herein allowing it to proceed with the demolition of the building housing the Beckwith American Legion Post 110.

13. *Notices.* All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

Mr. David Conner

58 Spring Street, Unit 2

Medfield, MA 02052

E-mail: connerdg@gmail.com

with a copy to:

James J. McKenzie, Esq.

19 Belknap Road

Medfield, MA 02052

Tel. No: 508-359-2622

Fax No.: 508-359-5137

E-mail: mckenzielaw@verizon.net

13.2. If to Buyer:

William Lane, Jr., Manager

356 University Avenue

Westwood, MA 02090

Tel. No.: 781-461-1542

Fax No.: 781-461-2971

E-mail: blane@superiorplumbinginc.com

with a copy to:

Paul M. Lane, Esq.

Lane McNamara, LLP

257 Turnpike Street

Southboro, MA 01772

Tel. No. 508-905-1010

Fax No.: 508-905-1011

E-mail:

plane@lanemcnamara.com

Any such notice or communication shall be sufficient if sent by certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight service; electronic mail or by fax, with an original by regular mail. Any such notice or communication shall be effective when delivery is received or refused.

14. *Brokers.* Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction except Lorrie Guindon. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including its attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Paragraph 14. The provisions of this Paragraph 14 shall survive Closing or the termination of this Agreement.

15. *Representations and Warranties of Seller.*

15.1. Subject to all matters disclosed in any document delivered to Buyer by Seller or on any exhibit attached hereto, and subject to any information discovered by Buyer or other information disclosed to Buyer by Seller or any other person after the Effective Date and prior to the Closing, including, without limitation, any information contained in the Survey or the title abstract (all such matters being referred to herein as "Exception Matters"), Seller represents and warrants to Buyer as follows:

15.1.1. *No Conflict.* The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien,

charge, or encumbrance upon any of the Real Property or assets of the Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

15.1.2. *Bankruptcy*. Seller has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition (which involuntary petition has not been dismissed within sixty days of its filing), order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets.

15.1.3. *FIRPTA*. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

15.2. *Definition of Seller's Knowledge*. As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to the best of Seller's actual knowledge," "to the best of Seller's knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Seller without any obligation on their part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

16. *Representations of Buyer*. Buyer represents and warrants that:

16.1. *Authority*. Buyer is a Massachusetts Limited Liability Company, duly organized, validly existing and in good standing under the laws of Commonwealth of Massachusetts and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2. *No Conflict*. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment.

17. *Miscellaneous*.

17.1. *Assignability*. Buyer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual or entity without the prior written consent thereto by Seller, except that Buyer may assign or transfer such rights and obligations to an entity controlling, controlled by or under common control with Buyer without Seller's consent, but with prior notice to Seller. Notwithstanding any such assignment consented to by Seller or permitted hereunder, the Buyer named in this Agreement shall remain primarily liable for the obligations of Buyer set forth in this Agreement. No assignment or transfer by Buyer will be permitted if such assignment or transfer would, in Seller's opinion, cause this transaction to violate any provision of applicable law.

17.2. *New Function Room*. If this Agreement has not been otherwise terminated and Buyer has received all Approvals and Permits, subject to the terms of Paragraph 4.3 herein, Buyer shall construct at its sole cost and expense in the residential building to be constructed by Buyer a "Function Room". The Function Room shall be named the "Beckwith Function Room" which will contain a plaque honoring Medfield Gold Star Veterans. The Function Room will contain at least 1600 square feet of area and be equipped with a color television, sitting area, dining area, kitchenette and bar with direct access via an exterior door to an outdoor patio with seating and grill and will be available for use at no charge by the American Legion Beckwith Post 110 for their meetings and events. The Function Room will be fully handicap accessible in accordance with the requirements of the Americans with Disabilities Act.

17.3. *Storage Space*. If this Agreement has not been otherwise terminated and buyer has received all Approvals and Permits, subject to the terms of Paragraph 4.3 herein, Buyer and/or Buyer's assignees or grantees shall

provide for Seller's exclusive use, at no cost or expense to Seller, a lockable storage space, the size of which is not less than 20 feet by 20 feet in the residential building to be constructed by Buyer, within which the Seller can store its personal property including ceremonial equipment, a refrigerator and non-perishable items.

17.4. *Preferential Use of Function Room.* American Legion Beckwith Post 110 shall be granted a license to use the Beckwith Function Room and will receive priority scheduling preference for use of the Beckwith Function Room and adjacent patio/grill area at no charge for its meetings and other functions. In addition, active members of American Legion Beckwith Post 110 may use the Beckwith Function Room and exterior patio/grill area for their own functions with advance notice to Buyer, subject to the availability of the room. The provisions of this paragraph shall survive the Closing and the provisions of this paragraph and paragraphs 17.2 and 17.3 above shall be memorialized by the incorporation of all terms regarding the Seller's use of the Function room and Storage space into a mutually acceptable 20-year License and Lease Agreement to be executed by Buyer and Seller. The Commercial License and Lease shall be in substantially the same form as set forth in Exhibit "A."

17.5. *Rent for use of Building.* American Legion Beckwith Post 110 shall have the right to use and occupy, along with others, the Function Room and shall lease the Storage Room described herein after closing at a rental rate of One (\$1.00) Dollar per month. Seller shall assume responsibility for insuring its own personal property and fixtures within the premises during that time and for paying for its own operating expenses during the time that it occupies the premises after closing, all subject to the terms of a mutually-acceptable 20 year Commercial License and Lease in substantially the same form as set forth in Exhibit "A."

17.6. *Governing Law; Bind and Inure.* This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.7. *Recording.* This Agreement or any notice or memorandum hereof shall not be recorded as a public record, including at the Norfolk County Registry of Deeds. A violation of this prohibition by Buyer shall constitute a material breach of this Agreement by Buyer, entitling Seller to terminate this Agreement and retain the balance of the Deposit.

17.8. *Time of the Essence.* Time is of the essence of this Agreement.

17.9. *Headings.* The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.10. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.11. *Exhibits.* All Exhibits which are referred to herein and which are attached hereto constitute a part of this Agreement.

17.12. *Survival.* Unless otherwise expressly stated in this Agreement, each of the warranties and representations of Seller and Buyer shall not survive the Closing and delivery of the Deed and other closing documents by Seller to Buyer, and shall be deemed to have merged therewith. Unless expressly made to survive, all obligations and covenants of Seller contained herein shall be deemed to have been merged into the Deed and shall not survive the Closing.

17.13. *Use of Proceeds to Clear Title.* To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision is made for prompt recording of all instruments so procured in accordance with customary conveyancing practice in Massachusetts.

17.14 *Entire Agreement; Amendments.* This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, including the Letter of Intent dated July 17, 2018 and the Addendum thereto. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

AMERICAN LEGION BECKWITH POST 110, INC.

BY: _____
David Conner, Post Commander

BUYER:

MAYROCK DEVELOPMENT, LLC

BY: _____
William Lane, Jr., Manager

EXHIBIT “A”

COMMERCIAL LICENSE AND LEASE (CONTINGENT)

1. PARTIES

Mayrock Development, LLC LICENSOR and LESSOR (hereinafter "MAYROCK"), which expression shall include its nominees, assignees, designees or successors where the context so permits, does hereby grant a license to and leases to **Beckwith Post No. 110, Inc.** LICENSEE AND LESSEE (hereinafter the "POST"), which expression shall include its successors where the context so permits, and the POST hereby is licensed to use and leases the following described premises:

2. PREMISES

A License to use, along with others, approximately 1600 square feet of space on the first floor for a Function Room (the "Function Room"), to be equipped with a color television, sitting area, dining area, kitchenette and bar with access to an outdoor patio with seating and a grill. The Licensee shall use this Function Room for periodic meetings, gatherings and other permitted activities for war veterans associations. The Licensee shall be given priority scheduling preference by Lessor regarding the use of the Function Room. (sometimes the "Licensed Premises") and

A Lease of approximately 400 square feet on the first floor consisting of a lockable storage space to be used to store personal property of Lessee (sometimes the "Leased Premises"). Both the Licensed Premises and the Leased Premises shall be located in a residential building which may, subject to the terms of the attached Purchase and Sale Agreement, be constructed at 50 Peter Kristof Way in Medfield, Massachusetts

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said Licensed and Leased Premises and lavatories nearest thereto (collectively sometimes the "Premises").

3. TERM

The term of this license/lease shall be for 20 years commencing _____ and ending on _____.

4. RENT

The POST shall pay to MAYROCK fixed rent at the rate of \$12.00

per year, with the first annual payment due upon the execution of this License/Lease and subsequent annual payments due on the anniversary date of License/Lease execution.

5. SECURITY DEPOSIT

Upon the execution of this license/lease, the POST shall pay to MAYROCK the amount of **\$0.00** dollars, which shall be held as a security for the POST's performance as herein provided and refunded to the POST at the end of this license/lease, without interest, subject to the POST'S satisfactory compliance with the conditions hereof.

6. UTILITIES

The POST shall not be required to pay, as they become due, all bills for electricity and other utilities servicing the licensed/leased premises. MAYROCK agrees to provide all utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning to the licensed/leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond MAYROCK'S control.

MAYROCK shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this license/lease. In the event the POST requires additional utilities or equipment, the installation and maintenance thereof shall be the POST's sole obligation, provided that such installation shall be subject to the written consent of MAYROCK.

7. PREMISES -USE OF

The POST shall use the leased premises only for storage and the licensed premises for the purpose of gatherings, meetings and other permitted activities for war veterans associations.

8. COMPLIANCE WITH LAWS

The POST acknowledges that no trade or occupation shall be conducted in the licensed/leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the Premises are situated. Without limiting the generality of the foregoing (a) the POST shall not bring or permit to be brought or kept in or on the licensed/leased premises or elsewhere on MAYROCK's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21 E of the Massachusetts General Laws; and (b) the POST shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the POST therein.

9. FIRE INSURANCE
- The POST shall not permit any use of the licensed/leased premises which will make voidable any insurance on the property of which the licensed/leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The POST shall on demand reimburse MAYROCK, and all other tenants, all extra insurance premiums caused by the POST's use of the Premises.
10. MAINTENANCE
- A. POST'S OBLIGATIONS
- The POST agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted. The POST shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The POST shall obtain written consent of MAYROCK before erecting any sign on the Premises.
- B. MAYROCK'S OBLIGATIONS
- MAYROCK agrees to maintain the structure of the building of which the licensed/leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the POST or those for whose conduct the POST is legally responsible. The POST shall be responsible for cleaning up after the POST uses the licensed premises. The POST shall also not commit any nuisance on the Premises.
11. ALTERATIONS-ADDITIONS
- The POST shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided MAYROCK consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the POST'S expense and shall be in quality at least equal to the present construction. The POST shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to the POST or claimed to have been furnished to the POST in connection with work of any character performed or claimed to have been performed at the direction of the POST and shall cause any such lien to be released of record forthwith without cost to MAYROCK. Any alterations or improvements made by the POST shall become the property of MAYROCK at the termination of occupancy as provided herein.
12. ASSIGNMENT - SUBLEASING
- The POST shall not assign or sublet the whole or any part of the licensed/leased premises without MAYROCK's prior written consent. Notwithstanding such consent, the POST shall remain liable to MAYROCK for the payment of all rent and for the full performance of the covenants and conditions of this license/lease.
13. SUBORDINATION
- This license/lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the licensed/leased premises are a part and the POST shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this license/lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
14. MAYROCK'S ACCESS
- MAYROCK or agents of MAYROCK may, at reasonable times, enter to view the licensed/leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as MAYROCK should elect to do and may show the licensed/leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the licensed/leased premises a notice for letting or selling the licensed/leased premises or property of which the licensed/leased premises are a part and keep the same so affixed without hindrance or molestation.
15. INDEMNIFICATION AND LIABILITY
- The POST shall save MAYROCK harmless from all loss and damage occasioned by anything occurring on the leased premises which is caused by the POST, unless caused by the negligence or misconduct of MAYROCK, and from all loss and damage wherever occurring, including in the licensed premises, occasioned by any omission, fault, neglect or other misconduct of the POST. The removal of snow and ice from the sidewalks bordering upon the licensed/leased premises shall be MAYROCK's responsibility.
16. POST'S LIABILITY INSURANCE
- The POST shall maintain with respect to the licensed and leased premises and the property of which the licensed/leased premises are a part comprehensive public liability insurance in the amount of \$ _____ with property damage insurance in limits of \$ _____ in responsible companies qualified to do business in Massachusetts and in good standing therein insuring MAYROCK as well as the POST against injury to persons or damage to property as provided. The POST shall deposit with MAYROCK certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
17. FIRE, CASUALTY — EMINENT DOMAIN
- Should a substantial portion of the licensed/leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, MAYROCK may elect to terminate this license/lease. When such fire, casualty, or taking renders the licensed/leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the POST may elect to terminate this lease if:
- (a) MAYROCK fails to give written notice within thirty (30) days of intention to restore licensed/leased premises, or
 - (b) MAYROCK fails to restore the licensed/leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

MAYROCK reserves, and the POST grants to MAYROCK, all rights which the POST may have for damages or injury to the licensed/leased premises for any taking by eminent domain, except for damage to the POST's fixtures, property, or equipment.

18. DEFAULT
AND
BANKRUPTCY

In the event that:

- (a) The POST shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The POST shall default in the observance or performance of any other of the POST's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The POST shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of the POST's property for the benefit of creditors, then MAYROCK shall have the right thereafter, while such default continues, to re-enter and take complete possession of the licensed/leased premises, to declare the term of this license/lease ended, and remove the POST's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The POST shall indemnify MAYROCK against all loss of rent and other payments which MAYROCK may incur by reason of such termination during the residue of the term. If the POST shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on the POST's part to be observed or performed under or by virtue of any of the provisions in any article of this license/lease, MAYROCK without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the POST. If MAYROCK makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12 percent per annum and costs, shall be paid to MAYROCK by the POST as additional rent.

19. NOTICE

Any notice from MAYROCK to the POST relating to the licensed/leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the POST, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the POST. Any notice from the POST to MAYROCK relating to the licensed/leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the POST by registered or certified mail, return receipt requested, postage prepaid, addressed to MAYROCK at such address as MAYROCK may from time to time advise in writing. All rent notices shall be paid and sent to MAYROCK at 50 Peter Kristof Way, Medfield, Massachusetts.

20. SURRENDER

The POST shall at the expiration or other termination of this license/lease remove all the POST's goods and effects from the licensed/leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the POST, either inside or outside the licensed/leased premises). The POST shall deliver to MAYROCK the licensed/leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the licensed/leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the POST's failure to remove any of POST's property from the Premises, MAYROCK is hereby authorized, without liability to the POST for loss or damage thereto, and at the sole risk of the POST, to remove and store any of the property at POST's expense, or to retain same under MAYROCK's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. BROKERAGE

The Broker(s) named herein N/A

22. CONDITION OF
PREMISES

Except as may be otherwise expressly set forth herein, the POST shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and MAYROCK shall be obligated to perform no work whatsoever in order to prepare the licensed/leased premises for occupancy by the POST.

23. FORCE
MAJEURE

In the event that MAYROCK is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of MAYROCK, MAYROCK shall not be liable to the POST therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the POST be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the POST that such failure constitutes actual or constructive eviction from the licensed/leased premises or any part thereof.

24. LIABILITY
OF OWNER

No owner of the property of which the licensed/leased premises are a part shall be liable hereunder except for breaches of MAYROCK's obligations occurring during the period of such ownership. The obligations of MAYROCK shall be binding upon MAYROCK's interest in said property, but not upon other assets of MAYROCK and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of MAYROCK shall be personally liable for performance of the MAYROCK's obligations hereunder.

25. OTHER PROVISIONS N/A

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of _____, _____.

LICENSEE/LESSEE

LICENSOR/LESSOR

By: _____

BY: _____

MAXIMUM RENT CALCULATION

Mayrock Development, Medfield, MA
Calculation of Maximum Affordable Rents
Boston-Cambridge-Newton, MA-NH MSA - 144 SA:
Boston-Cambridge-Quincy, MA-NH HMFA
Norfolk County, MA
11-Apr-19

MSA Income {1}	1 person	2 person	3 person	4 person	5 person	6 person
80% Area Median Income (AMI) {1}	56,800	64,900	73,000	81,100	87,600	94,100

1. Incomes are from HUD DATASET, 2018 Income Limits for the Boston-Cambridge-Newton, MA-NH MSA, Norfolk County, MA. Medfield is part of Norfolk County.

Calculation of Maximum Rents

80% RENTS	# of bedrooms X 1.5 person/bdrms	80% Income {2}	Monthly Income {3}	Maximum {4} Rent (30 % of Income)	Utility Allowances	Net Rent
1 Bedroom	1 bdrm x 1.5 = 1.5	60,850	5,071	1,520	0	1,520
2 Bedroom	2 bdrm x 1.5 = 3	73,000	6,083	1,825	0	1,825
3 Bedroom	3 bdrm x 1.5 = 4.5	84,350	7,029	2,109	0	2,109

2. Maximum Rent for a unit is based on the # of bedroom x 1.5 persons.
3. To calculate the income for 1.5 persons - the average of a 1 person and 2 person income. To calculate the 4.5 persons income - calculate the average of a 4 and 5 person income. See below

Step 1 - Find 1 person and 2 person Income

1 person	2 person
56,800	64,900
	4 person
	81,100
	5 person
	87,600

Step 2 - Add the 2 Income

1 bedroom	56,800 +	64,900	=	121,700
3 bedroom	81,100 +	87,600	=	168,700

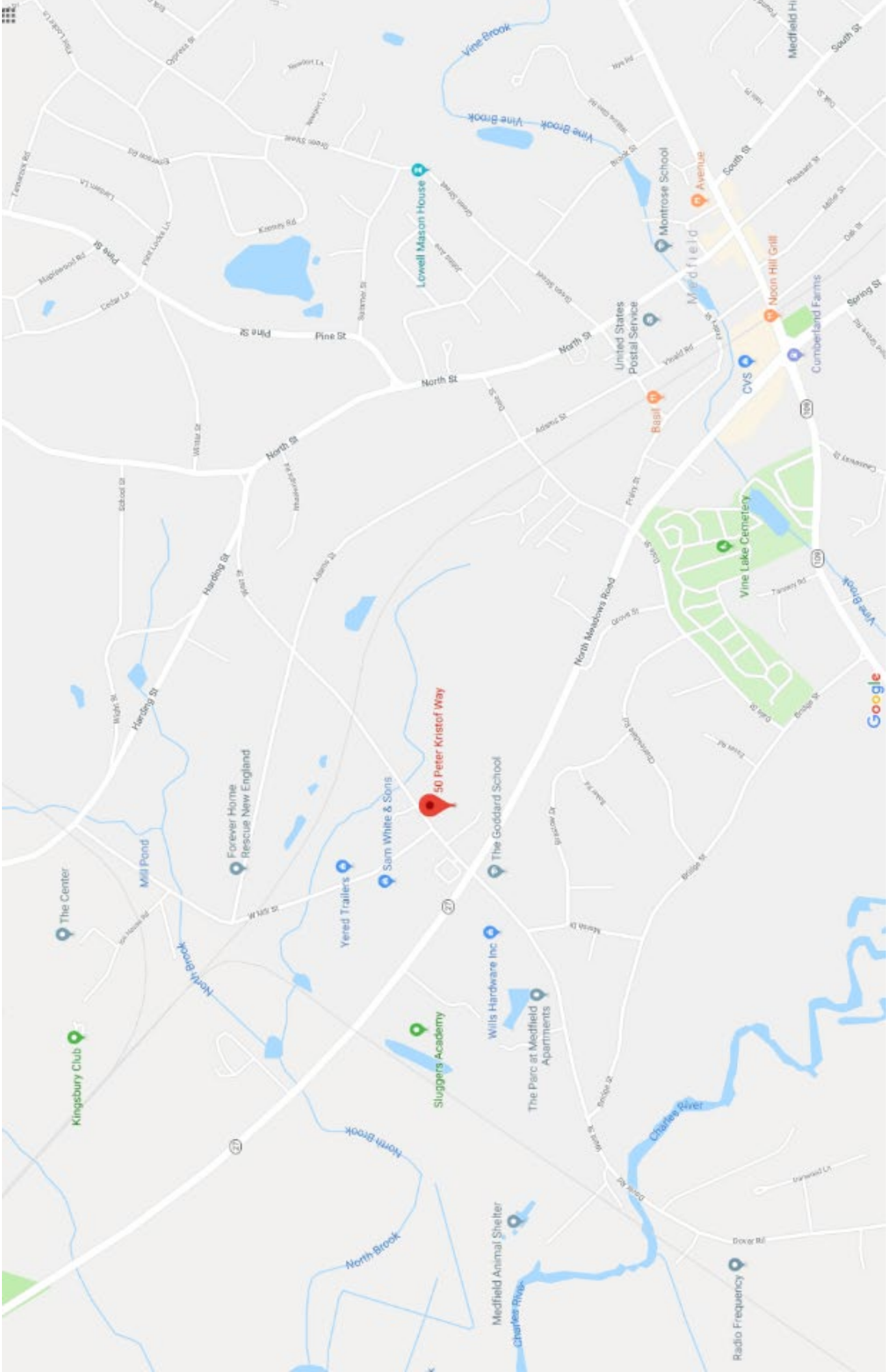
Step 3 - Divide total income by 2

1 bedroom	121,700 /	2	=	60,850
3 bedroom	168,700 /	2	=	84,350

4. Monthly Income is the 80% Income divided by 12 (months in year).

5. Maximum Rent is the Monthly Income times 30%. 30% represent the maximum amount a person or family should pay for monthly housing expenses (rent and utilities).

MAP AND PHOTOGRAPHS









NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations and are not intended to be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only backward of 0.0' from the mean high water line of the 1988 (No D 88) datum. The FIS should be aware that coastal base flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Massachusetts State Plane Mainland Zone (FIPS zone 2001). The **horizontal datum** was NAD 83, GRS 1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion from the 1988 datum to the 1988 datum, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSM/C-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3424

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was derived from digital orthophotographic base map files were provided in digital format by Massachusetts Geographic Information Systems (MassGIS). Ortho imagery was produced at a scale of 1:5,000. Aerial photography is dated April 2005.

The **profile baselines** depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the **profile baseline**, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

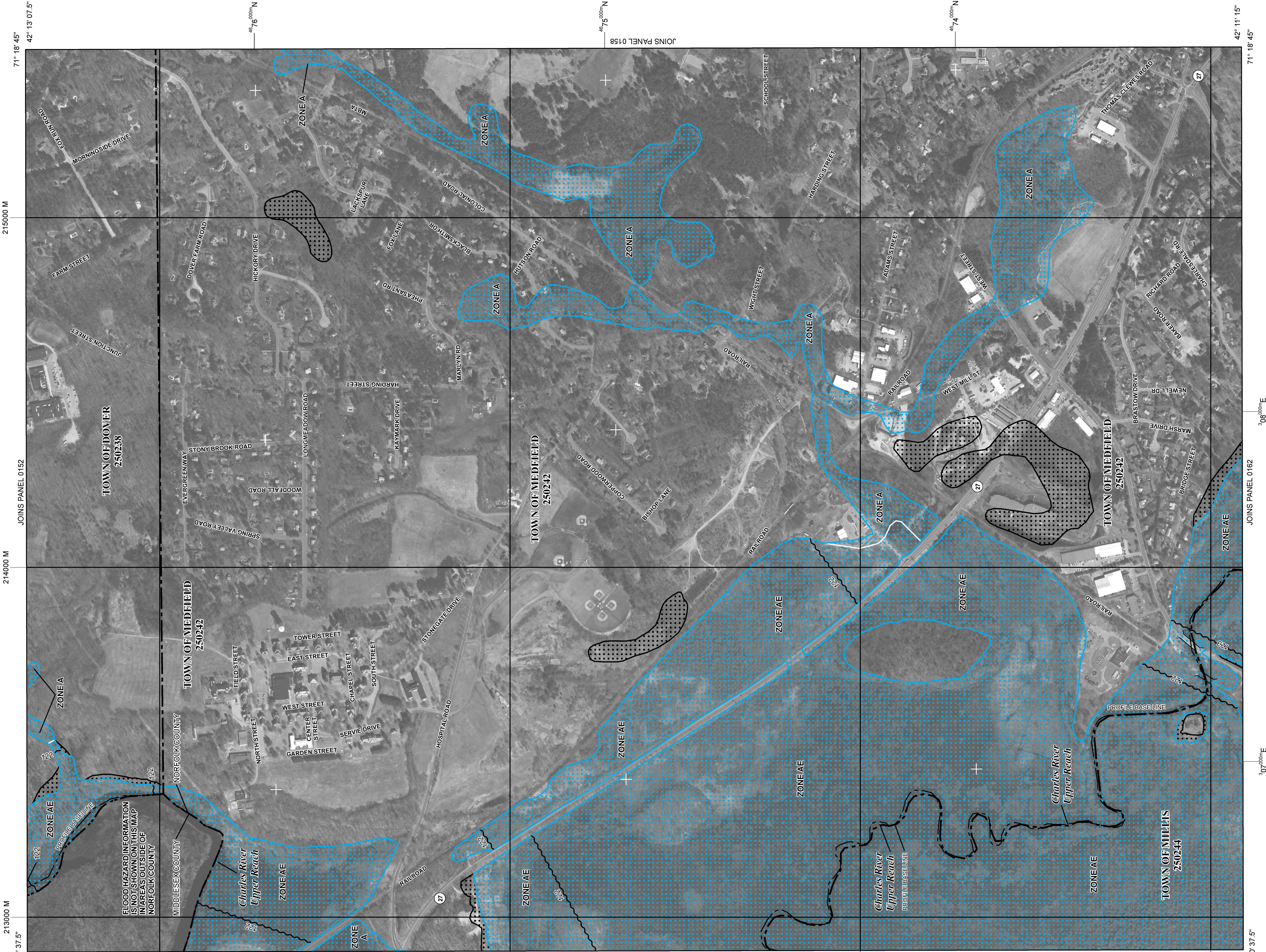
Based on updated topographic information, this map reflects more detailed and up-to-date **stream channel configurations** and **floodplain delineations** than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables for multiple streams in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on the map. Also, the stream channel centerlines for unregulated streams may differ from what is shown on previous maps.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred since the date of publication, users are encouraged to contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses, and a listing of Communities at Risk containing National Flood Insurance Program data for each Community as well as a listing of the panels on which each Community is located.

For information on available products associated with this FIRM visit the **Map Service Center** (MSC) website at <http://msc.fema.gov>. Available products may include digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have **questions about this map**, how to order products or the National Flood Insurance Program, visit the FEMA Information Exchange (<http://www.fema.gov/business/nfp>) or visit the FEMA website at <http://www.fema.gov/business/nfp>.



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard are shown on this map as follows:
ZONE A Areas of Special Flood Hazard with a base flood elevation of 1 to 1.9 feet above the base flood elevation of the 1% annual chance flood.
ZONE AE No Base Flood Elevations determined.
ZONE AH Base Flood Elevations determined.
ZONE AO Flood depths of 1 to 3 feet (usually sheet flow or seeping terrain); average flood depths of 3 to 6 feet (usually open water flooding); velocities also determined.
ZONE AR Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a levee or other flood control system that has been removed or is being removed to provide protection from the 1% annual chance flood or greater flood.
ZONE A#P Areas to be protected from 1% annual chance flood by a Federal flood insurance study report.
ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with flood depths of 1 to 3 feet (usually sheet flow or seeping terrain); average flood depths of 3 to 6 feet (usually open water flooding); velocities also determined.
OTHER AREAS Areas determined to be outside the 0.2% annual chance floodplain. Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% Annual Chance Floodplain Boundary

0.2% Annual Chance Floodplain Boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.
Base Flood Elevation line and value; elevation in feet*
Base Flood Elevation value where uniform within zone; elevation in feet*
*Referenced to the North American Vertical Datum of 1988

Cross section line

Transect line

Culvert

Bridge

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
1000-meter ticks: Massachusetts State Plane Mainland Zone (FIPS Zone 2001), Lambert Conformal Conic projection
1000-meter Universal Transverse Mercator grid values, zone 19N
Bench mark (see explanation in Notes to Users section of this FIRM panel)
River Mile
MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

JULY 17, 2012

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 800-368-5646.

MAP SCALE 1" = 500'

250 0 500 1000 FEET
150 0 150 300 METERS

71° 18' 45" N
42° 13' 07.5" E

71° 18' 45" N
42° 11' 15" E

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42° 11' 15" E

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CONCEPTUAL SITE AND ARCHITECTURAL PLANS

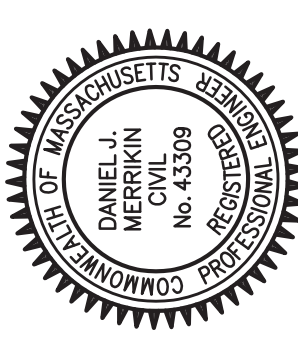
SOFTER FIRST TRYAWAY

PRELIMINARY SITE PLAN OF LAND IN

PREPARED BY:
LEGACY ENGINEERING LLC
730 MAIN STREET, SUITE 2C
MILLIS, MA 02054

PREPARED FOR:
MAYROCK DEVELOPMENT
16 VANBRUNT AVENUE
DEDHAM, MA 02026

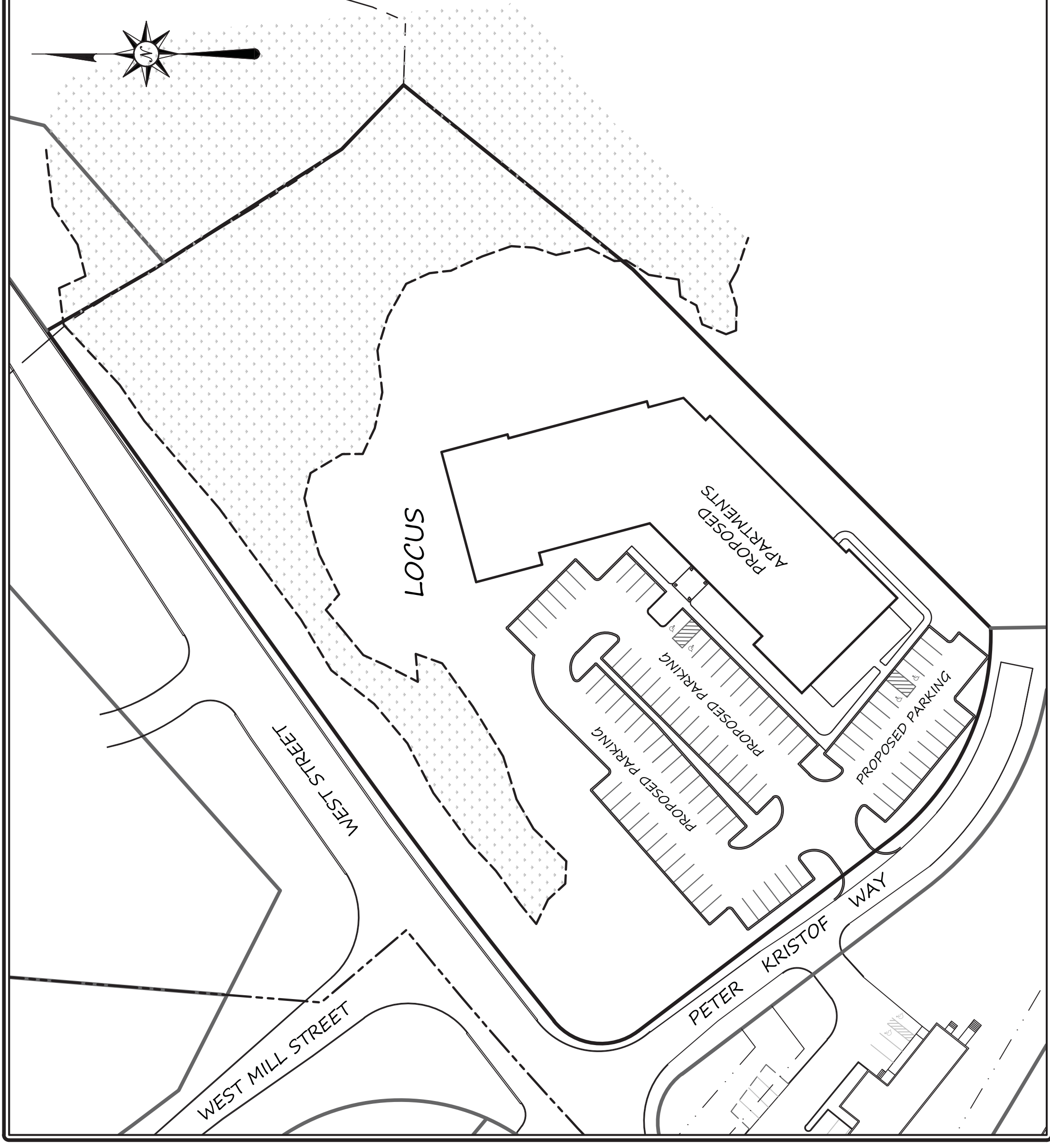
APRIL 5, 2019



Digitally signed by Daniel J.
Merrikin, P.E.
Date: 2019.04.08 15:12:22
-04'00'

[illegible]

50 PETER KRISTOFF WAY
COVER SHEET
PLAN OF LAND
IN
MEDFIELD, MA



PLAN INDEX

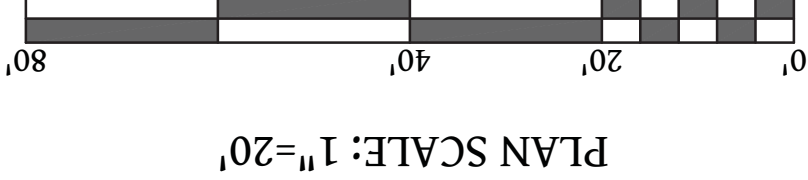
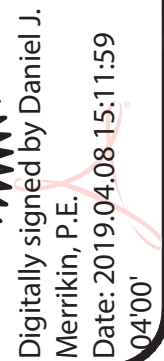
SHEET 1 - COVER SHEET
SHEET 2 - EXISTING CONDITIONS
SHEET 3 - LAYOUT
SHEET 4 - GRADING & UTILITIES

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

SHEET 1 OF 4



DXX-XX

[illegible]

50 PETER KRISTOFF WAY
EXISTING CONDITIONS
PLAN OF LAND
IN
MEDFIELD, MA

OWNER:
BECKWITH POST 110 INC.
AMERICAN LEGION
50 PETER KRISTOFF WAY
MEDFIELD, MA 02052

APPLICANT:
MAYKROFT DEVELOPMENT
16 VANBURST AVE
DEDHAM, MA 02026

ASSESSORS REFERENCE:
MAP 48 PARCEL 24

ZONING DISTRICTS:
RESIDENTIAL SUBURBAN
WATERSHED PROTECTION
DISTRICT (ZONE I)

DEED REFERENCES:
DEED: 4585-5-741

MANY OWNERS - SEE
ASSESSORS LIST
55 WEST MILL ST.
ASSESSOR'S 48-037-01
THROUGH 48-037-14

N/F J.C. REALTY
INVESTMENT
HOLDINGS LLC
2 WEST MILL ST.
ASSESSOR'S 48-005

N/F JOHN
LAROCCA
4 WEST MILL ST.
ASSESSOR'S 48-05

N/F 67 WEST
STREET LLC
67 WEST STREET
ASSESSOR'S 48-004

N/F TOWN OF
MEDFIELD
WEST STREET
ASSESSOR'S 48-02

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

SHEET 2 OF 4

XX-XX



LEGACY
ENGINEERING

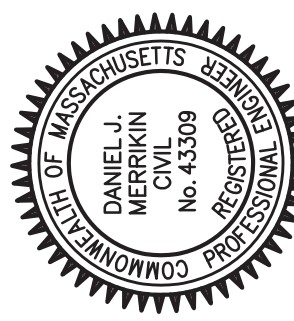
OWNER
BECKWITH POST 110 INC.
AMERICAN LEGION
50 PETER KRISTOFF WAY
MEDFIELD, MA 02052

APPLICANT
MAYROCK DEVELOPMENT
116 VANBRUNT AVE.
DEDHAM, MA 02026

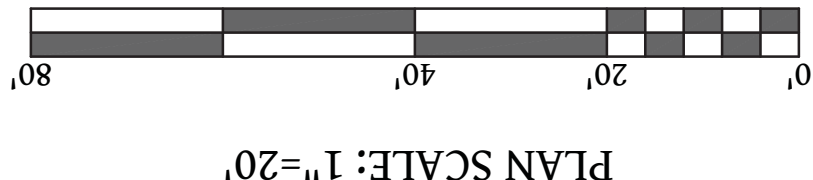
ASSESSORS REFERENCE:
MAP 48 PARCEL 2.9

ZONING DISTRICTS:
RESIDENTIAL SUBURBAN
WATERSHED PROTECTION
DISTRICT (ZONE II)

DEED REFERENCES:
DEED: 4585-741



Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.04.08 15:11:36 -0400



REVISION		DATE	BY

PLAN DATE: APRIL 5, 2019

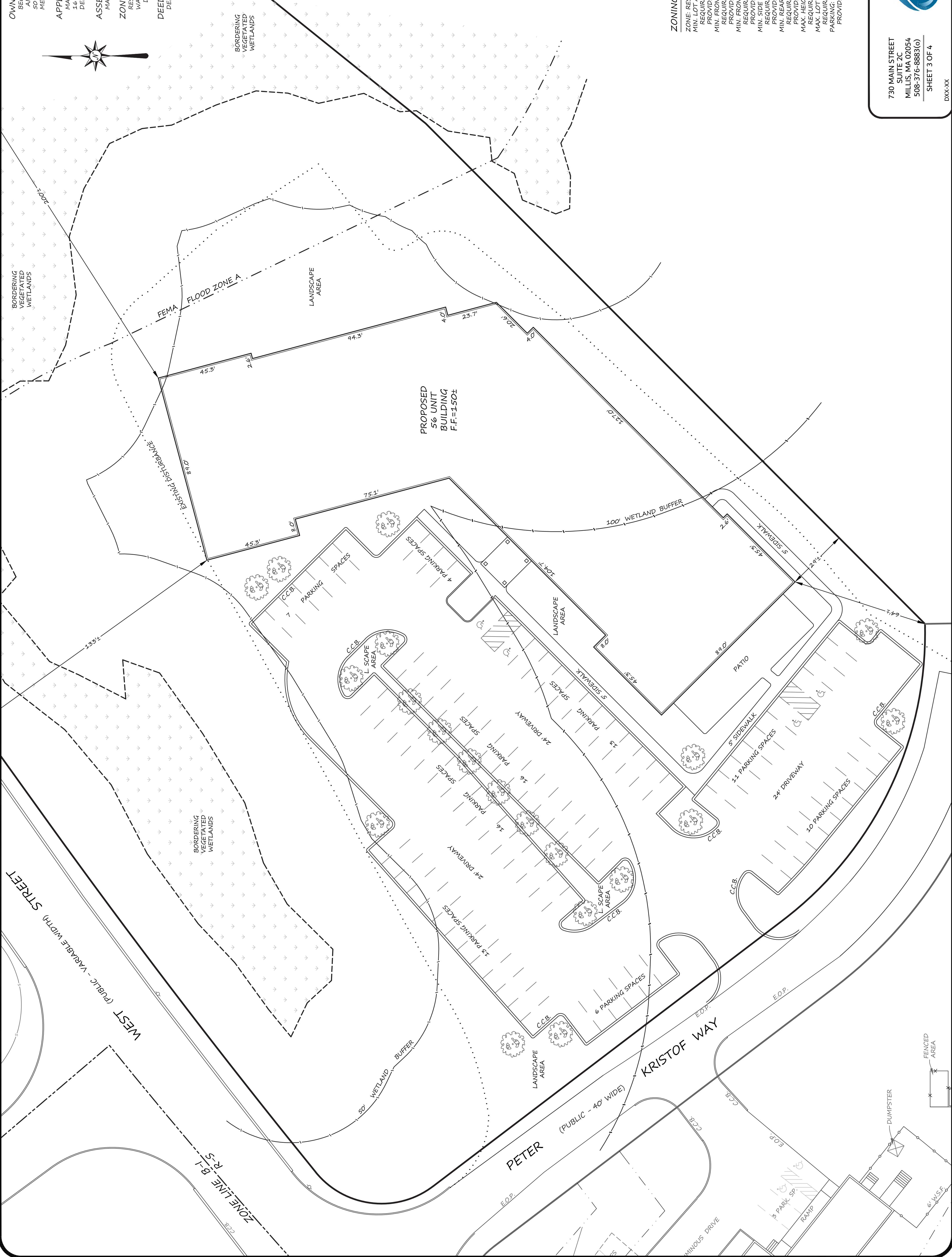
50 PETER KRISTOFF WAY
IN
PLAN OF LAND
LAYOUT
MEDFIELD, MA

ZONING REQUIREMENTS:
ZONE: RESIDENTIAL SUBURBAN
MIN. LOT AREA:
REQUIRED: 20,000 S.F.
PROVIDED: 200,000 S.F.±
MIN. FRONTAGE:
REQUIRED: 96'
PROVIDED: 560'
MIN. REAR SETBACK:
REQUIRED: 35'
PROVIDED: 35'
MIN. SIDE SETBACK:
REQUIRED: 64'
PROVIDED: 64'
MIN. SIDE SETBACK:
REQUIRED: 12'
PROVIDED: 2.9'
MIN. REAR SETBACK:
REQUIRED: 40'
PROVIDED: 200'
MAX. HEIGHT:
REQUIRED: 35'
PROVIDED: 35'
MAX. GROUND COVER:
REQUIRED: 20%
PROVIDED: 96%



730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)
SHEET 3 OF 4

DXX-XX





PLAN SCALE: 1"=20'



ST. JAMES

ST. JAMES

ST. JAMES

ST. JAMES

PARKING

STREET

PLAN DATE: APRIL 5, 2019		REVISION	DATE	BY

50 PETER KRISTOFF WAY
GRADING & UTILITIES
PLAN OF LAND
IN
MEDFIELD, MA



730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

SHEET 4 OF 4

DXX-XX

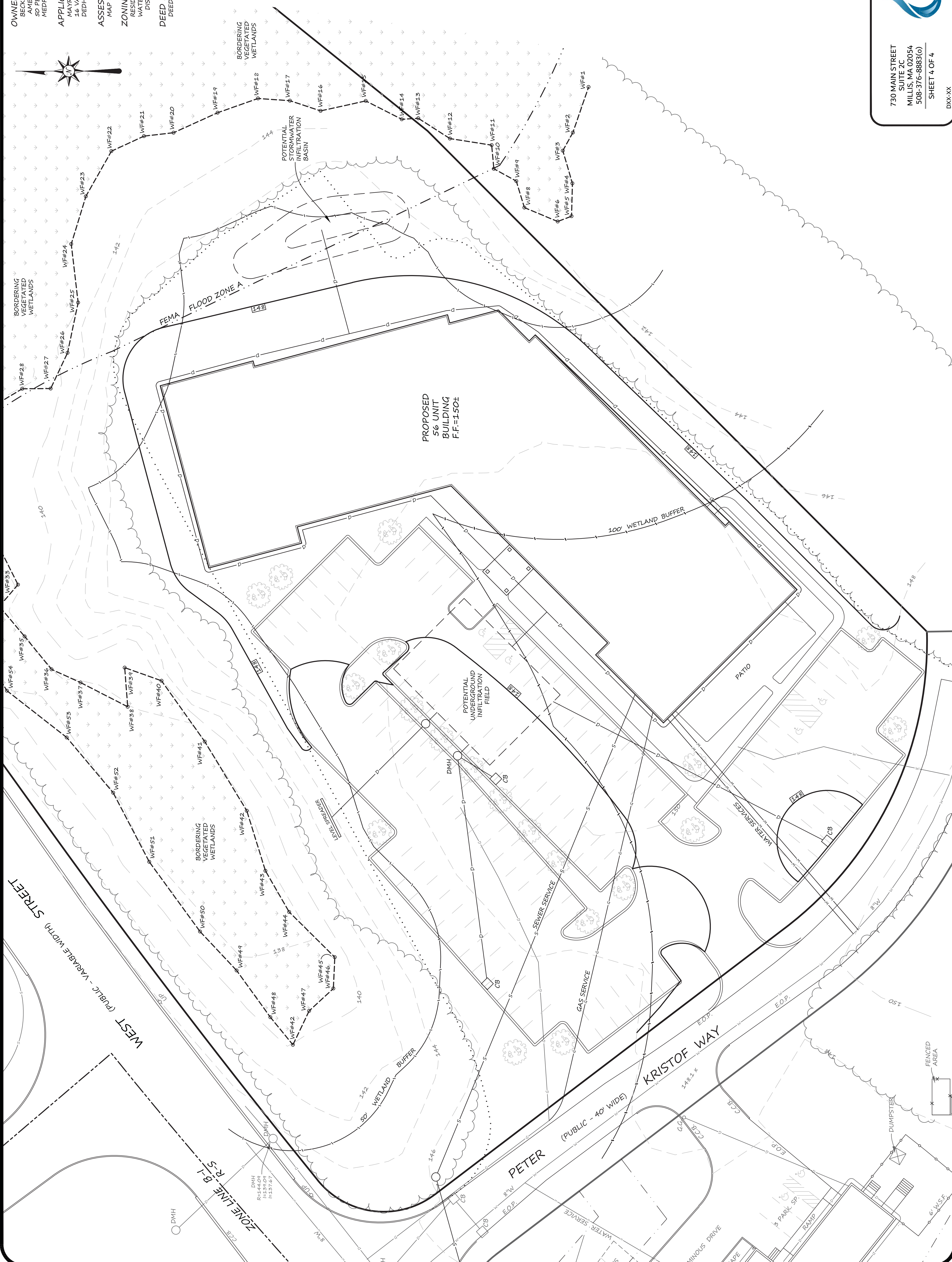
OWNER:
BECKWITH POST 110 INC.
100 AMERICAN LEGION
50 PETER KRISTOFF WAY
MEDFIELD, MA 02052

APPLICANT:
MAYROCK DEVELOPMENT
16 VANBRUNT AVE.
DEPHAM, MA 02026

ASSESSORS REFERENCE:
MAP 48 PARCEL 29

ZONING DISTRICTS:
RESIDENTIAL SUBURBAN
WATERSHED PROTECTION
DISTRICT (ZONE I)

DEED REFERENCES:
DEED: 4585-741





Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Project Location

Title
1st Floor Plan

Dwg # A101


Date	April 2, 2019
Drawn by	

Checked by

३



KEY:



[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Project Location
50 Peter Kristof Way
Medfield, MA 02052

Title
2nd Floor Plan

Dwg # A102

Date April 2, 2019

Checked by

Scale $3\frac{3}{32}" = 1' - 0"$



UNIT MATRIX - FLR 2/3

1BR - 9

2BR - 6

3BR - 2

17 TOTAL UNITS

KEY:

AFFORDABLE UNITS (HATCH)

ACCESSIBLE UNITS

HP

[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Aura at Medfield

Project Location
50 Peter Kristof Way
Medfield, MA 02052

50 Peter Kristof Way
Medfield, MA 02052

Title
3rd Floor Plan

3rd Floor Plan

Dwg # A103

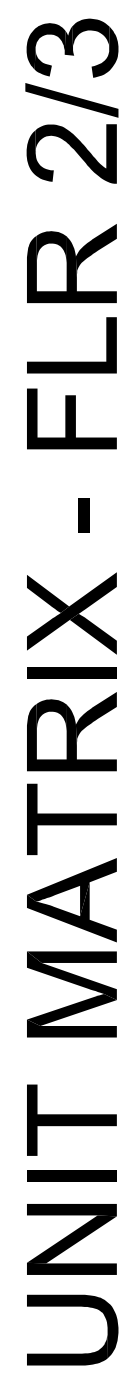
A103

Date April 2 2019

Drawn by

Checked by

Scale



1BR - 9


2BR - 6

3BR - 2

17 TOTAL UNITS



KEY:





Architect of Record

Aura at Medfield

Project Location
50 Peter Kristof Way
Medfield, MA 02052

Title
4th Floor Plan

Dwg # A104


Date April 2, 2019

Drawn by
Checked by

Scale $3/32" = 1' - 0"$



KEY: _____

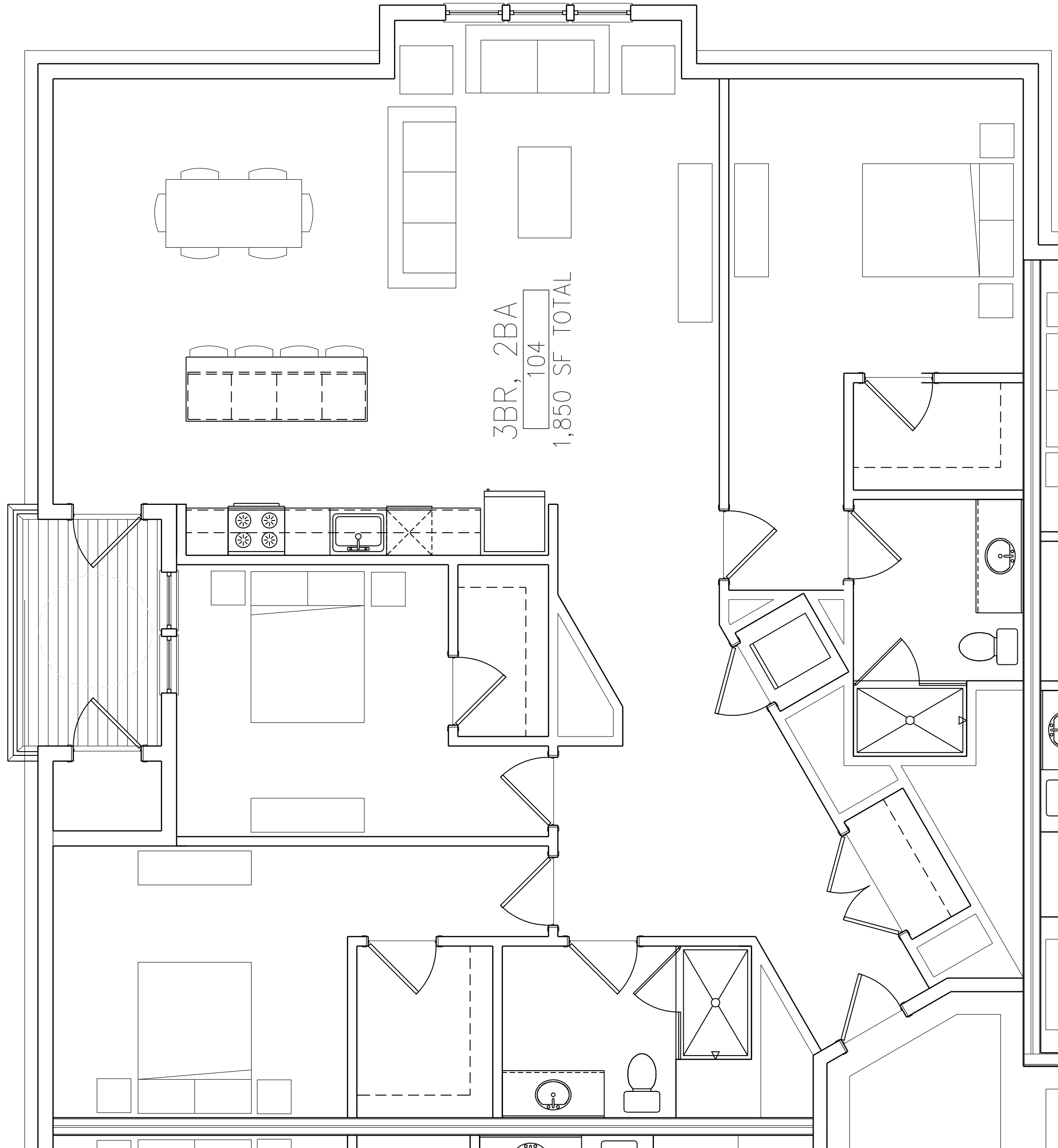
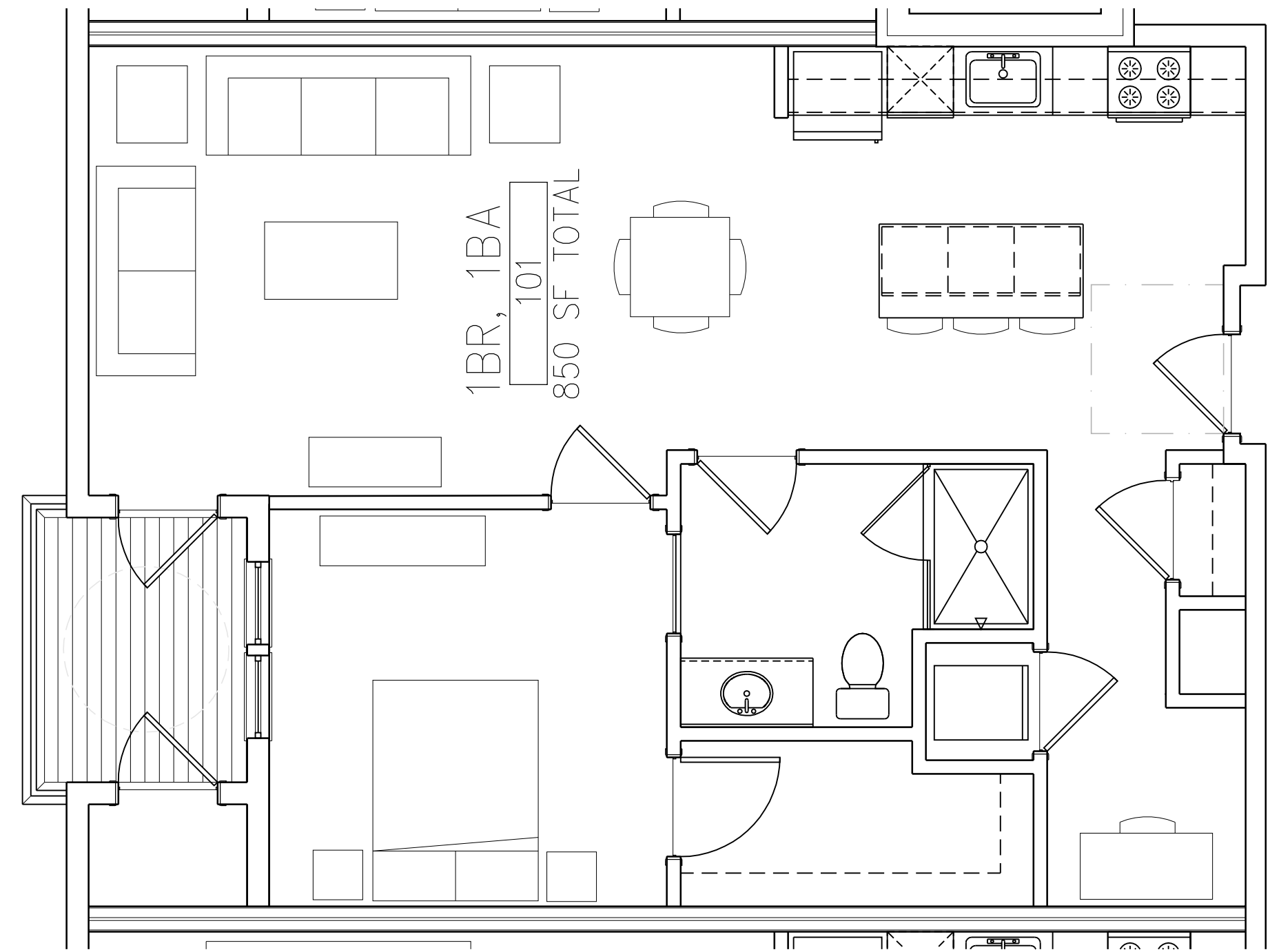
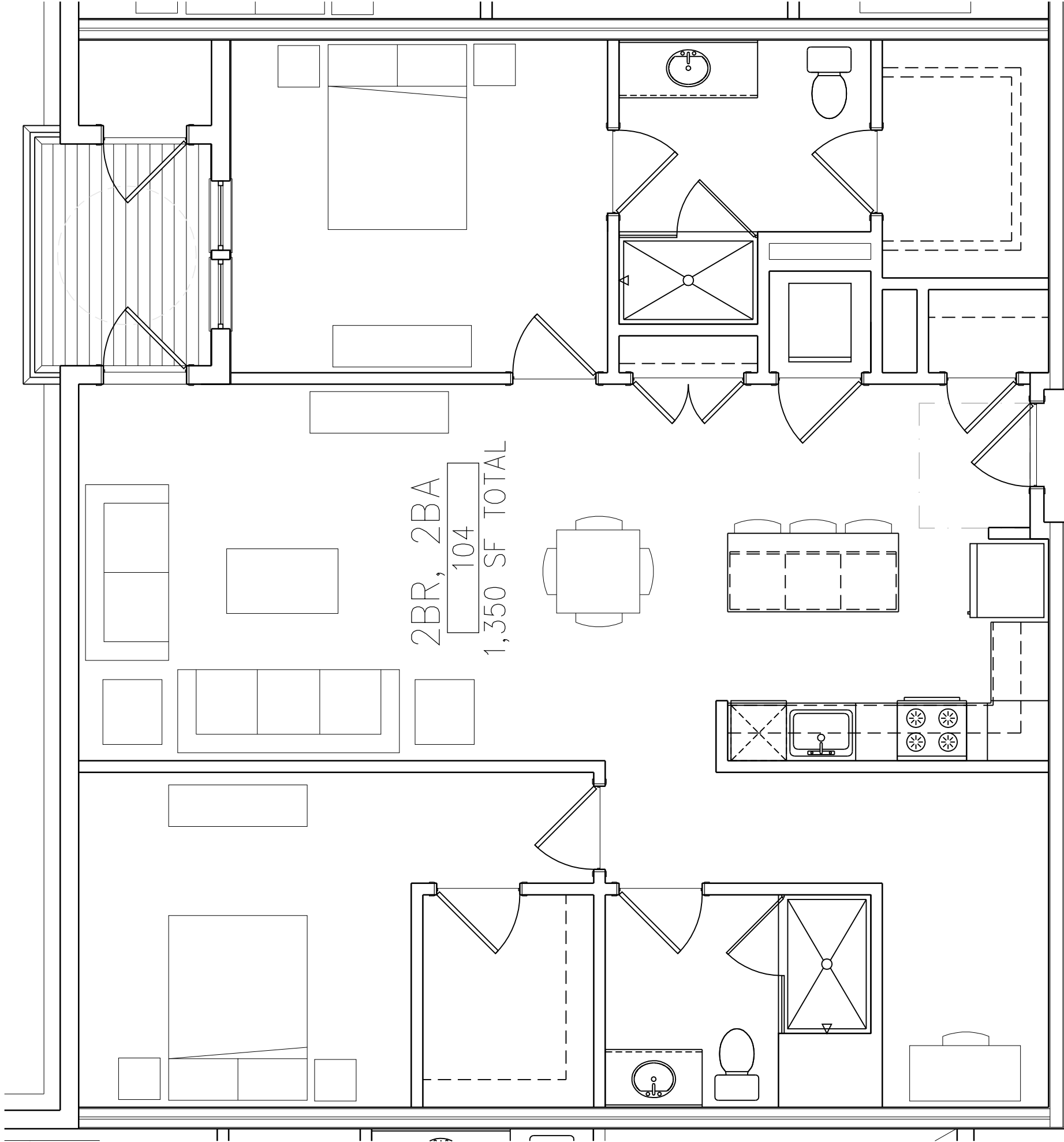


[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Title	Typical Unit Plans
Dwg #	A201
Date	April 2, 2019
Drawn by	
Checked by	
Scale	1/4" = 1' - 0"



[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Aura at Medfield

Project Location
50 Peter Kristof Way
Medfield, MA 02052

50 Peter Kristof Way

Medfield, MA 02052

Typical Unit Plans

Typical Unit Plans

Dwg # A202

A202

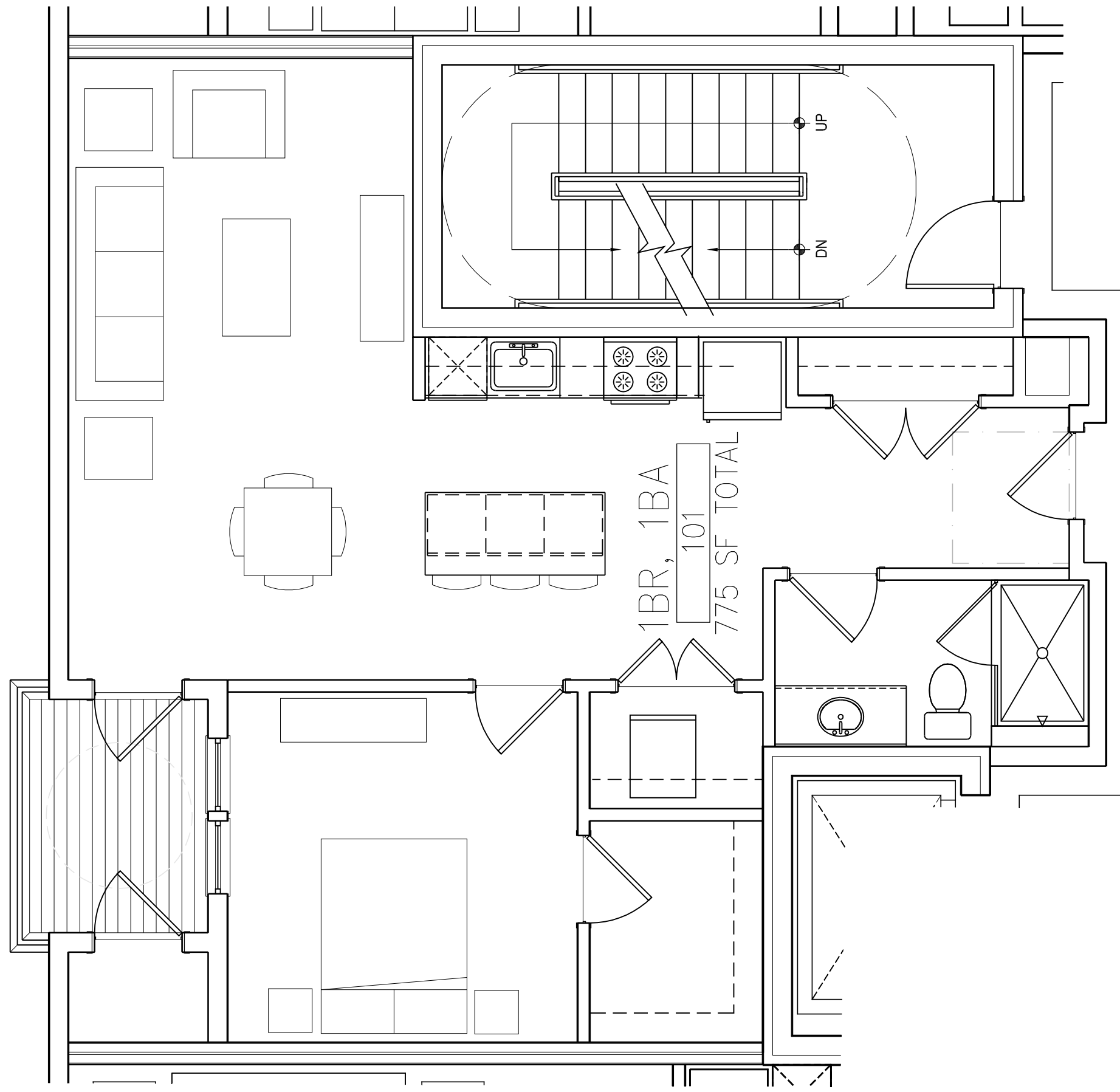
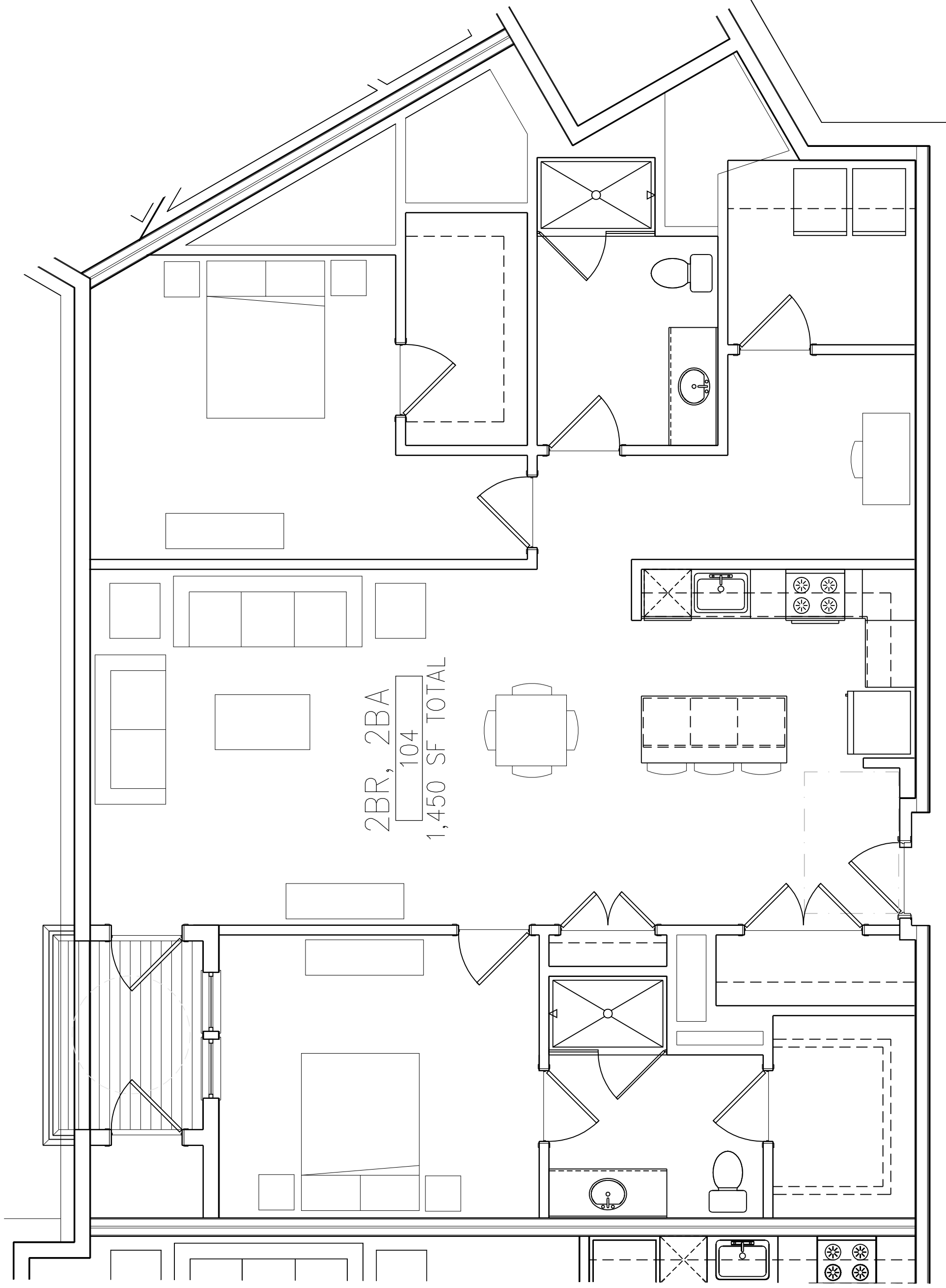
Date April 2 2019

Date April 2, 2019

Drawn by

Checked by

Scale





Architect of Record

Aura at Medfield

Project Name

Project Location
50 Peter Kristof Way
Medfield, MA 02052

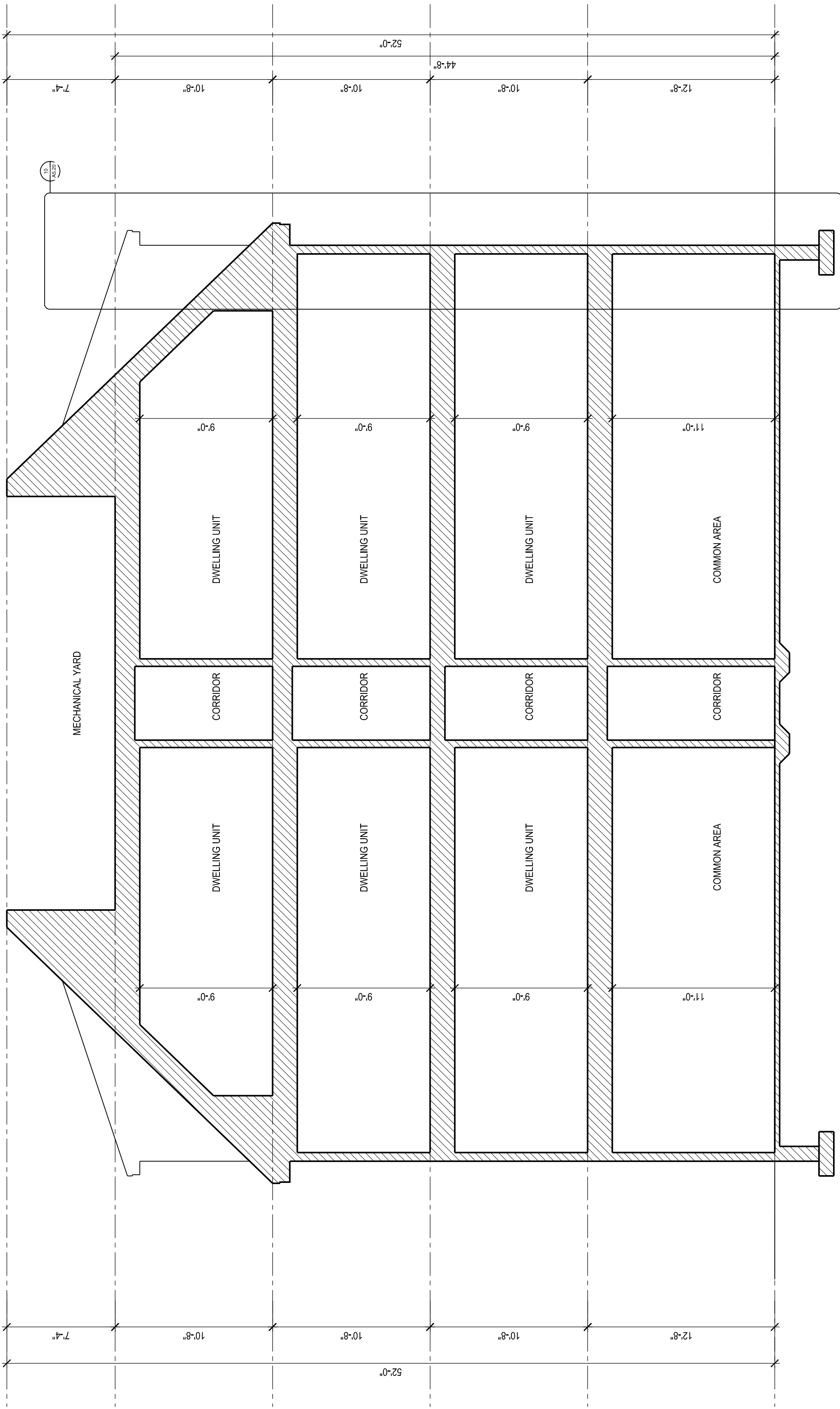
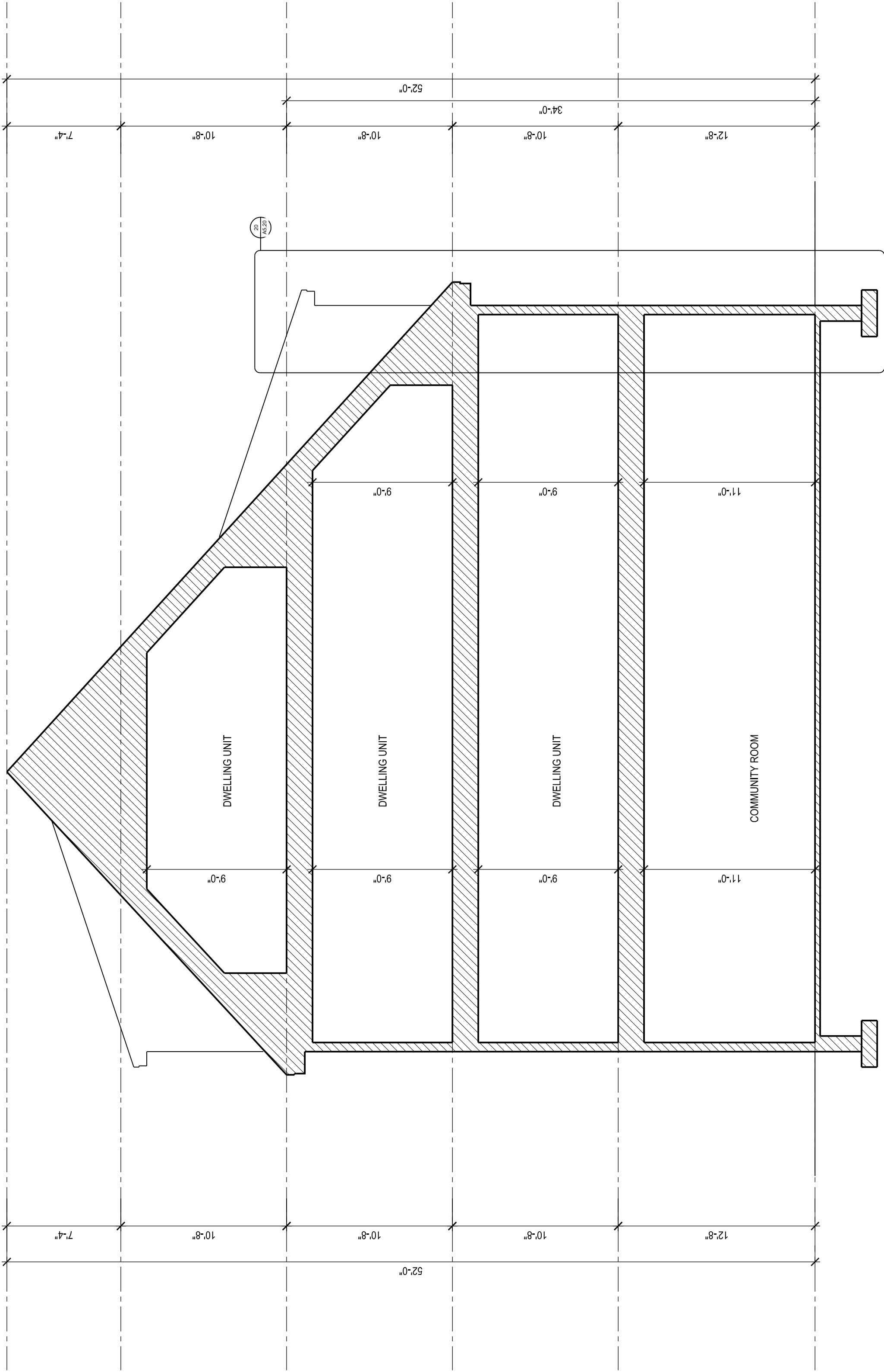
Title Building Sections

Dwg # A501

Date April 2, 2019

Drawn by
Checked by

Scale $3/32" = 1' - 0"$



[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Aura at Medfield

Project Location
50 Peter Kristof Way
Medfield, MA 02052

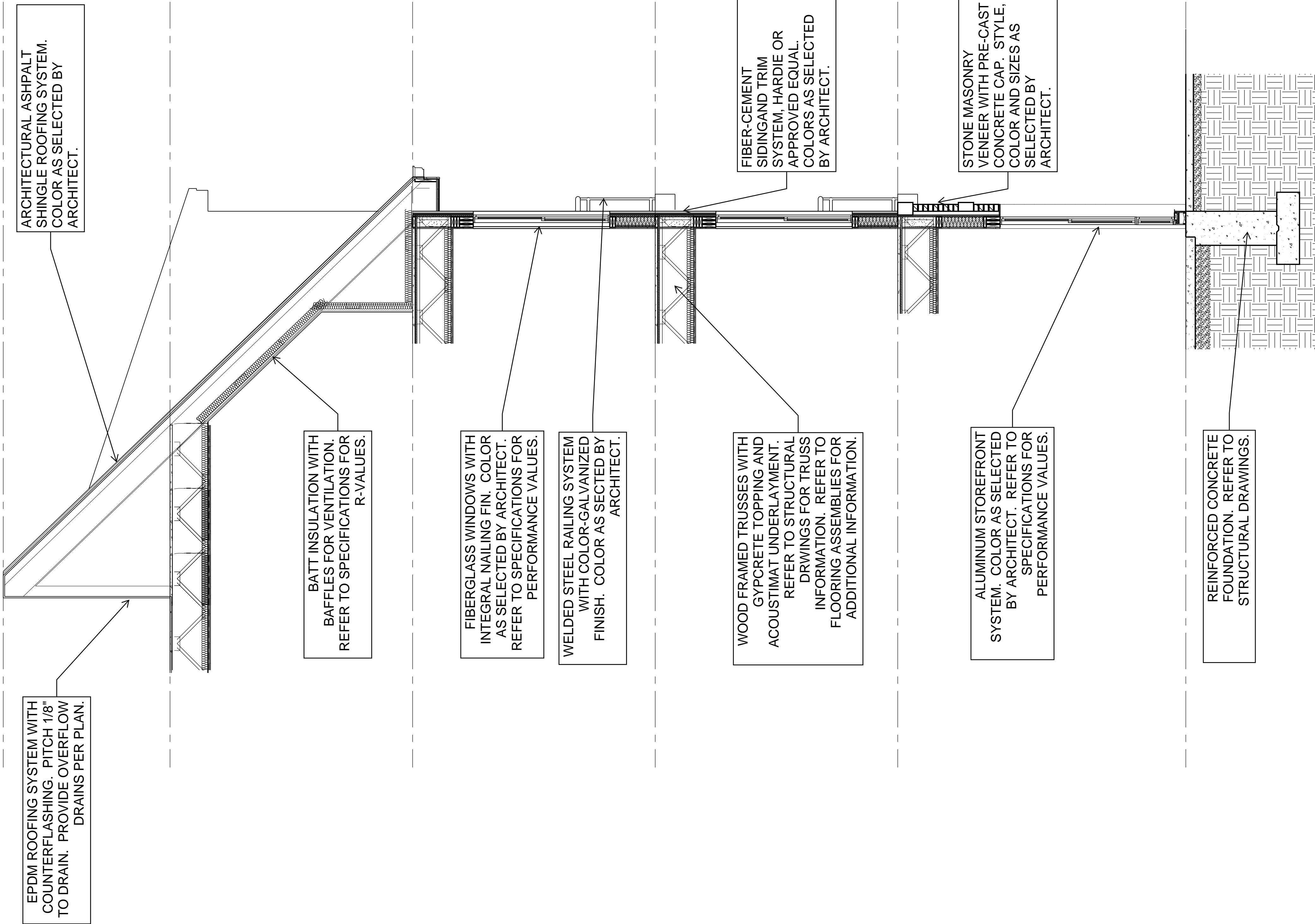
Title Exterior Wall Sections

A520

Date April 2, 2019

Drawn by

Checked by

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AFFIRMATIVE FAIR HOUSING MARKETING PLAN

21E SUMMARY

**PHASE I ENVIRONMENTAL SITE ASSESSMENT,
LIMITED SUBSURFACE INVESTIGATION
AND
PRELIMINARY GEOTECHNICAL EVALUATION**

**AMERICAN LEGION
50 PETER KRISTOF WAY
MEDFIELD, MA 02052**

Prepared for:

**MAYROCK DEVELOPMENT, LLC.
40 VAN BRUNT AVENUE
DEDHAM, MA 02026
ATTN: MR. ED COOLBIRTH**

Prepared by:

**OHI ENGINEERING, INC.
44 WOOD AVENUE
MANSFIELD, MA 02048
508-339-3929
508-339-3140 (FAX)**

OHI PROJECT 18-1908

Report Date:

NOVEMBER 13, 2018

November 13, 2018

Ed Coolbirth
Mayrock Development, LLC
40 Van Brunt Ave
Dedham, MA 02026

Re: ASTM Phase I Environmental Site Assessment,
Limited Subsurface Investigation
Geotechnical Evaluation
50 Peter Kristof Way
Medfield, Massachusetts 02052

Dear Mr. Coolbirth:

OHI Engineering, Inc. (OHI) is forwarding the enclosed report on the Phase I Environmental Site Assessment (ESA), Limited Subsurface Investigation (LSI) and Geotechnical Investigation services for the property at 50 Peter Kristof Way in Medfield, Massachusetts. The report has been prepared in accordance with our agreement.

Please call me at (508) 339-3929 should you have any questions or comments. Thank you for the opportunity to be of service.

Very truly yours,

OHI ENGINEERING, INC.



Brian G. Snow, P.G., LSP, LEP
Senior Project Manager



Jared J. Kelly
Project Engineer

Enclosure

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1.0 SUMMARY

1.1 EXECUTIVE SUMMARY

OHI Engineering Inc. (OHI) was retained by Mr. Ed Coolbirth of Mayrock Development, LLC to conduct an ASTM Phase I Environmental Site Assessment (ESA), Limited Subsurface Investigation (LSI), and Preliminary Geotechnical Evaluation (Geotech) for the “Subject Property” identified as 50 Peter Kristof Way in Medfield, Massachusetts (see **Figure 1 – Site Locus Map**) and is located on the north side of Peter Kristof Way.

According to the Town of Medfield Assessor’s Department, 50 Peter Kristof Way is identified as Parcel ID 48-029 and contains approximately 4.498-acres of land in one parcel (see **Figure 2 – Parcel Map** and **Appendix A – Assessor’s Building Card**). Approximately half of the Subject Property is undeveloped, wooded land. The remainder of the lot contains a 12,872 square foot building that is utilized as an American Legion banquet hall, which contains a conference room, two bars, a commercial kitchen, two small offices, and several storage rooms. The building is built on a concrete slab and was originally constructed in 1970. A majority of the developed portion of the parcel is paved and is utilized for the staging of school buses during off hours. The Assessor’s Department lists Beckwith Post 110 as the current Property owner. The Property is zoned as RS, Residential Suburban 20,000 sq. ft., and is utilized as a banquet hall.

No Recognized Environmental Conditions (RECs) were identified for the Subject Parcel. A Limited Site Investigation (LSI) was completed to assess the potential RECs associated with a former unlined/uncapped landfill adjacent to the Subject Property and the on-Site leaching septic system. The results of the LSI indicate that soil and groundwater at the Subject Property have not been impacted to levels above regulatory standards by the proximity of the former landfill or the septic system. Based on the results of the LSI, further environmental assessment/remediation is not recommended at the Subject Property.

OHI recommends the installation of a passive sub-slab depressurization system beneath the foundation slab to facilitate the venting of methane, should it become an indoor air concern based on the close proximity to the former Medfield Landfill.

1.2 PURPOSE

The purpose of this ESA was to assess for the presence or absence of RECs, Historical RECs (HRECs), or Controlled RECs (CRECs) as defined in ASTM E-1527-13 entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment*. As such, the scope of work, level of inquiry, and implied limitations of this practice were followed and pertain to this assessment.

RECs are defined as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions

indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

HRECs are defined as a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls.

CRECs are defined as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

The terms RECs, HRECs, and CRECs are not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be the subject of a notification and/or enforcement action if brought to the attention of appropriate governmental agencies.

1.3 SCOPE OF WORK

In accordance with the ASTM standard referenced above, OHI performed the following activities as part of our investigation:

- OHI conducted visual inspections of surface conditions at exterior and interior portions of the buildings at the Subject Property;
- OHI conducted assessment of the Subject Property and surrounding properties for visual and/or olfactory evidence of the use, storage, and/or release of oil and/or hazardous material;
- OHI reviewed readily-available documents and records on file at Town of Medfield municipal agencies to ascertain the history of the Subject Property, to identify characteristics of the Subject Property, and to assess for the presence or absence of RECs, HRECs, or CRECs at and in the immediate vicinity of the Subject Property;
- OHI requested a review of files available at the Medfield Fire Department to ascertain the history of the Subject Property with regard to releases of oil and other hazardous materials at the Subject Property or in the Subject Property vicinity;
- OHI reviewed a report of federal and state (i.e., via an electronic database product) environmental records conducted by a database search contractor engaged by OHI to identify any federal-listed or state-listed sites within the search radii specified in ASTM E-1527-13 and to obtain information on the use, storage and/or release of oil and/or hazardous materials at or near the Subject Property; and,

- OHI conducted a Limited Subsurface Investigation (LSI) consisting of soil and groundwater sampling and analysis. The limited subsurface investigation was completed to provide further information regarding items identified in the ESA as potential RECs.

OHI did not conduct sampling or laboratory analyses to identify asbestos-containing materials, lead-based paint, drinking water quality issues, urea foam formaldehyde insulation, mold, radon, or electromagnetic radiation at the Subject Property.

FINANCING LETTER

LOCAL SUPPORT LETTER



(508) 359-3027
(508) 359- 6182 FAX

TOWN OF MEDFIELD

AFFORDABLE HOUSING TRUST

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

April 7, 2019

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Alana Murphy, Deputy Associate Director

Dear Ms. Murphy,

I write as an Affordable Housing Trust member and project liaison to brief you on the process and deliberations leading to our endorsement of Mayrock Development, Inc.'s LIP proposal for the American Legion site at 50 Peter Kristof Way, and its subsequent approval by the Board of Selectmen.

The Legion property is listed as a potential project in Medfield's approved 2016 Housing Production Plan and tracked by the Affordable Housing Trust (AHT) since first convening in August of 2017. I was assigned as the project liaison to keep open communication with the property owner and any potential developers, serving as a resource and a way to keep the Trust informed.

The American Legion entered into a purchase agreement with Mayrock Development, LLC in late July of 2018 and Mayrock immediately engaged in the Medfield prescribed "friendly 40B" process. Mayrock proposed a 56 unit four story apartment building comprised of 32 one, 18 two, and 6 three bedroom units, 25% of which will be affordable. Additionally, the proposed development includes a common meeting room and storage room that will be used by the Legion for their meetings and associated materials.

The formal interactions of the AHT and Mayrock are as follows:

August 2, 2018	Intro meeting with Mayrock, Sarah Raposa (town planner) and Jim Brand as AHT liaison
September 26, 2018	Abutter meeting held by Mayrock at the American Legion
October 4, 2018	AHT Meeting #1 – Presented design. AHT requested traffic & market surveys
December 6, 2018	AHT Meeting #2 – Provided material, took additional questions
February 4, 2019	AHT Meeting #3 – Presented final material, AHT voted to endorse to BoS

The abutter meeting had very few abutters in attendance, but had a few other citizen and Legion members in attendance. There were generally no significant objections voiced about the proposed project.

During the formal AHT meetings Mayrock was open to the comments and suggestion of the Trust, and performed requested traffic studies and housing market analysis. These showed a

minimal impact on total traffic, and a satisfactory housing demand and saturation rate for apartments of the type and cost being considered. Concurrently the AHT initiated a “mini market review” through its housing consultant Community Opportunities Group (COG) that looked at Medfield and the neighboring towns taking into account the development that is in the pipeline. This similarly showed market support.

Building size, unit count and traffic were taken into consideration as part of the deliberations; it was generally felt by the Trust that this location could adequately accommodate a development of this size without negative impact to the area.

As it relates to annual safe harbor and our overall position relative to reaching a 10% Subsidized Housing Inventory (SHI), 25% of the apartment units are affordable, allowing the town to receive credit for all 56 units and provide two years of safe harbor for 2020 and 2021. Being self-financed or carrying low debt, there is low risk financing will not come through. This will bring us to a total of 411 units and 9.7% assuming Medfield Meadows receives ZBA approval.

The only other significant development on the near horizon is Rosebay on Pound Street, the proposed 45 unit senior housing development. For several reasons, including those stated in the Town’s comment letter and the development’s dependence on DHCD tax credit funding, it is unlikely that this project would ready for the Town’s 2020 safe harbor deadline if it proceeds at all.

At the February 4, 2019 meeting the Affordable Housing Trust board vote 4-0-1 (two members absent, one abstained) to endorse this project to the Board of Selectman for consideration, and on February 19, 2019 the Board of Selectmen unanimously voted to approve the Mayrock Development project at 50 Peter Kristof Way as a Local Initiative Project.

We consider this an important project that lines up nicely with our annual safe harbor goals and deployment of our Housing Production Plan and hope that you will favorably consider their application.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Jim Brand".

Jim Brand, Member
Affordable Housing Trust

Lot Size	Allowable RU Density	Proposed USSOD Density
40,000 sf (approx. 1 acre)	4 units	5 units
60,000 sf (approx. 1.5 acres)	6 units	9 units
80,000 sf (approx. 2 acres)	9 units	12 units
200,000 sf (approx. 5 acres)	24 units	32 units

Role of Inclusionary Zoning: In 2017, the Annual Town Meeting adopted a special permit process to review multifamily development in this area. This proposal would keep that requirement for projects of 6 units or greater by amending the current Inclusionary Zoning section (300-16) to cover this district.

More about Housing Choice: To earn a Housing Choice designation through the governor’s new Housing Choice Initiative, towns must create new housing units (both market rate and affordable units) and, depending on the amount of housing created, adopt identified best practices to promote sustainable housing development. Communities are eligible for designation if they increased housing stock by at least 5% or 500 units in the past five years. Medfield produced 201 housing units between 2013-2017, or 4.76%. Therefore, for a Housing Choice designation, Medfield must meet 5 of 11 identified “best practices” in production and planning. Currently, Medfield meets only 4 of those practices. With this proposal, the town would become eligible for a Housing Choice designation by adopting its 5th best practice: “Have at least one zoning district that allows multifamily by right with capacity to add units and that allows for family housing (greater than 2 bedrooms).” Designated communities can apply for Housing Choice Capital Grants to fund any capital project—even those unrelated to housing. They can also receive priority access to other state grant programs, such as MassWorks, Complete Streets, MassDOT, and LAND and PARC grants. These programs are critical to future DPW projects (such as its Complete Streets policy and the reconstruction of Rt. 109 in the next decade) as well as to the Medfield State Hospital Master Plan, which targeted MassWorks as a grant program.

ARTICLE 24: ZBA SPECIAL PERMIT CRITERIA - OVERVIEW

Why is this being proposed: This proposal updates the special permit criteria used by the Zoning Board of Appeals in reviewing certain projects which require special permits (as defined by the Table of Use). The existing special permit criteria have remained unchanged since adoption in 1975 despite growing complexities in the types and scopes of project applications. Members of the ZBA were part of the 2017 ‘RU Working Group’ which refined the new special permit criteria loosely based on the existing criteria as well as criteria used in nearby towns.

What is being proposed: This amendment mirrors the new set of special permit criteria developed for the Planning Board when it received special permit granting authority for two-and multi-family dwellings in the RU district in 2017. The ZBA and Planning Board held a joint meeting in November 2018 and agreed that the proposal will be a better review tool going forward.

Impact in Medfield: This proposal would have limited impact on town operations.

ARTICLE 25: TABLE OF USE AMENDMENTS - OVERVIEW

Why is this being proposed: This proposal fixes minor errors in the terminology and regulatory references used in the Table of Use.

What is being proposed: This amendment provides consistency in the terminology used within the Medfield Zoning Bylaw, which should have been updated in 2014 with the codification process.

Impact in Medfield: Best classified as minor “housekeeping,” this proposal would have limited impact on town operations.



TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

KRISTINE TRIERWEILER
Town Administrator

April 23, 2019

Alana Murphy
Deputy Associate Director
Local Initiative Program
Department of Housing and Community Development
Suite 300
100 Cambridge Street
Boston, MA 02114

RE: Local Initiative Program Application for Comprehensive Permit
Aura at Medfield
50 Peter Kristof Way, Medfield

Dear Ms. Murphy:

The Medfield Board of Selectman (BoS) supports the Local Initiative Program (LIP) comprehensive permit application for the proposed development of a 56 unit apartment building at 50 Peter Kristof Way. The BoS unanimously endorsed the enclosed LIP Application at their meeting on February 19, 2019.

Mayrock Development LLC is proposing the construction of 56 rental units consisting of 31 one-bedroom units, 19 two-bedroom units, and 6 three-bedrooms units; of which 25 percent distributed evenly across one-, two-, and three-bedroom units will be affordable at 80 percent of Area Median Income (AMI). The Developer has met with the Medfield Affordable Housing Trust on October 4, 2018, December 6, 2018, and February 4, 2019 to discuss the proposal. Based on feedback from those meetings, the plans were revised to address comments and concerns regarding vehicular and pedestrian circulation, traffic mitigation, snow storage, building siting and architectural design, and other recommendations made by the Affordable Housing Trust. The Trust voted on February 7, 2019 to endorse the application and recommend approval to the Board of Selectmen. A support letter from the Housing Trust signed by Member Jim Brand is attached to this application.

We are hopeful that the Department of Housing and Community Development will look favorably upon this application and approve the proposed development under the Local Initiative Program. These units will increase Medfield's local housing diversity, which is predominantly comprised of single-family homes for ownership, by increasing the supply of one-, two-, and three-bedroom rental units in an elevator-assisted building. These units will help provide broader housing opportunities within the Town, and the Town will be requesting to exercise Local Preference for 70 percent of the deed-restricted affordable housing units.

Please do not hesitate to contact us if there are any questions or concerns about the application.

Sincerely,

Gus Murby, Chairman
Medfield Board of Selectman

cc: William Lane Jr., Mayrock Development LLC
Ed Coolbrith, Mayrock Development LLC
Vincent J. O'Brien, Esq. Fryer & O'Brien LLC

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") executed upon the dates set forth below, is a binding agreement by and between the Town of Medfield, acting by and through its Board of Selectmen, having a usual address of 459 Main Street, Medfield, Massachusetts, 02052 ("Medfield" or the "Town"); and Mayrock Development LLC, a Massachusetts limited liability company and its principals, William Lane, individually, of 40 Van Brunt Ave., Dedham, MA 02026, and Edward Coolbrith, individually, of 76 Millbrook Ave., Walpole, MA 02081 (collectively "Developer"):

WHEREAS, Developer is in the business of developing residential properties and has proposed a fifty-six (56) unit multi-family rental development (the "Project") to be located on a parcel of land measuring approximately 4.498 Acres situated at 50 Peter Kristof Way, off West Street and North Meadows Road / Route 27 in Medfield, as depicted on a certain plan prepared by CJC DESIGN., entitled "American Legion Apartments" and dated July 15, 2018 (the "Plan");

WHEREAS, Developer proposes to develop the Project under the Commonwealth's affordable housing statute G.L. c. 40B, §§20-23 and more particularly through the Local Initiative Program ("LIP") administered by the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD");

WHEREAS, in order for project to be eligible for the LIP, the Town must affirmatively endorse the Project before it may be submitted to the Medfield Zoning Board of Appeals under an application for a so-called "Comprehensive Permit" under c. 40B;

WHEREAS, the Town is willing to consider a LIP endorsement of the Project if the Applicant agrees to implement the terms and conditions of this MOU;

WHEREAS, Developer is amenable to implementing the terms and conditions hereof in exchange for the Town's consideration of a LIP endorsement,

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

1. Developer represents that William Lane & Edward Coolbrith are the sole owners of Mayrock Development LLC and no other person has a financial interest, direct or indirect, in the Project.
2. By May 1, 2019, Developer will complete and present for the Town's review, a LIP Application for the Project as depicted in the Plan and as contemplated hereunder.

3. The Town will execute the LIP application, subject to any proposed revisions thereto that are reasonably acceptable to the parties, and include a letter or letters of community support, as required under LIP.
4. Upon submission of the LIP application to DHCD, Developer and the Town shall both comply with any reasonable requests for information by DHCD and shall work cooperatively to secure DHCD approval as soon as possible.
5. Within thirty (30) days following DHCD's approval of the LIP Application and issuance of a Project Eligibility letter pursuant thereto, Developer will submit a complying comprehensive permit application to the Medfield Zoning Board of Appeals (ZBA) and diligently pursue a hearing thereon.
6. Developer shall provide the ZBA with all reasonable required information, and shall adequately fund a peer review account for all reasonably required peer review, including but not limited to, peer review for traffic, parking, emergency access, legal counsel, utilities, stormwater management and other engineering issues.
7. Developer shall diligently pursue final approval by DHCD, upon (a) Developer's receipt of a comprehensive permit from the ZBA that is satisfactory to Developer in its sole discretion; (b) the issuance of any and all other discretionary permits, approvals and/or endorsements from the Town and any of its boards, committees, agencies and/or instrumentalities, (together with (a), above, collectively, the "Town Approvals"); and (c)(i) the expiration of any all appeals periods related to each Town Approval without any appeal having been taken or (ii) in the event that an appeal of any Town Approval has occurred, the favorable resolution of each such appeal by a court or agency, as the case may be, of competent and final jurisdiction. Upon Developer's receipt of the DHCD final approval, Developer shall immediately and diligently pursue construction such that a building permit is issued within six (6) months from the date that the last outstanding appeal period and/or appeal with regard to a Town Approval has either expired or been resolved consistent with the requirements of clause (c) above, subject to delays beyond the reasonable control of Developer, as may be determined by the Town. Additionally, Developer agrees to obtain building permits for all affordable units within one (1) year of date of filing decision with the Town Clerk.
8. As mitigation for the proposed Project, Developer shall pay the Town the sum of Fifteen Thousand Dollars (\$15,000) for Route 27/North Meadows Road and West Street intersection improvements. Payment shall be made at the issuance of the comprehensive permit for said project.
9. Following the grant of the Comprehensive Permit by the ZBA, Developer shall be permitted to make immaterial or insubstantial revisions to the Plan without affecting the parties' rights and obligations hereunder, provided that all such Plan revisions are forwarded to the Medfield Board of Selectmen, Town Planner, and

the Board of Trustees of the Affordable Housing Trust. In the event that, within twenty-one (21) days of Developer's submission, the Selectmen reasonably determine in their sole discretion that the Plan revisions are material or substantial, the Selectmen's approval shall be required in order for Developer to proceed with such changes, such approval not to be unreasonably denied, conditioned or delayed. In the event that Developer shall desire to make a substantial or material change to the Plan, such changes shall be submitted to the Selectmen and the Selectmen's approval shall be required in order for Developer to proceed with such changes. The Board of Selectmen shall make a decision on such submittal within twenty-one (21) days of receipt of the proposed changes. In the event that the Selectmen do not issue a decision on either insubstantial or substantial changes within said 21-day period, such changes shall be deemed approved. Noting in this paragraph shall relieve Developer from its obligations to the ZBA under 760 CMR 56.05(11) as such regulation applies to project changes.

10. The Developer agrees to work in collaboration with the Town on timing of the Project, including all submissions, in order for Town to achieve DHCD Safe Harbor certification for May 2020 through May 2022.
11. In the event that Developer chooses not to proceed with the Project because the ZBA denies the Project or imposes conditions beyond those that are contained in this MOU that are deemed unacceptable to Developer, and in the event that Developer desires, in its sole discretion, to challenge such denial or conditions and Developer is unsuccessful in any challenge thereto or chooses not to continuing pursuing such challenge, at any time after commencing the same, Developer shall provide the Town with written notice accordingly, and the parties respective obligations hereunder shall immediately be discharged (except as included in this Section 10) and this MOU shall be deemed null and void and without any further force or effect, In such event, the Town shall inform DHCD that the LIP application is being withdrawn. Nothing in this paragraph, however, shall be deemed to prevent the parties from negotiating revisions to this MOU in the event that the ZBA imposes conditions beyond those that are contained in this MOU that are deemed unacceptable to Developer, in its sole discretion, provided, however, that nothing in this MOU shall require the parties to negotiate such an amendment. Notwithstanding the foregoing, Developer including all the principals/managers/owners, hereby agrees that neither it nor any entity in which it or any of its principals has a financial interest shall pursue a Comprehensive permit for the Project or at 50 Peter Kristoff Way or any portion of the land included as part of the Project, unless such Comprehensive permit is the subject of a LIP endorsement by the Town.
12. Nothing herein may be construed as limiting the authority of the Medfield Zoning Board of Appeals in any ultimate hearing on an application for Comprehensive Permit filed by Developer; included within said Board's authority is the authority to issue a denial or a conditional approval of the project.

13. This MOU may only be amended by a written instrument executed by all of the parties hereto.

14. This MOU is a Massachusetts contract, shall be governed by Massachusetts law and is enforceable only in a Massachusetts State Court of competent jurisdiction. This MOU may only be enforced in equity.

15. This MOU may be executed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be executed on the date(s) set forth below.

TOWN OF MEDFIELD, by its
Board of Selectmen:

Date

William Lane, both as manager of Mayrock
Development LLC and individually

Edward Coolbrith, both as manager of
Mayrock Development LLC and individually

Date

52 Orchard Street
Medfield, MA, 02052
March 19, 2019

Dear Selectmen,

I am writing to you to seek appointment to the Transfer Station and Recycling Committee in Medfield.

Our family moved here forty-three years ago. Our sons attended the Medfield Schools and went on to graduate from Harvard and Boston College.

I was an aide at Memorial School, Dale Street School, and Wheelock School for two years before I was appointed as a full time teacher at the third grade level. I taught for 23 years before my retirement in 2008. During this time I started a recycling program at Wheelock for paper and cardboard. In addition we had an organic collection of food waste in the cafeteria that was composted at the Victory Garden. I developed a program to have Medfield High School students act as Presidential Candidates and come to the elementary schools to "debate" each other with questions developed by the students. In addition, the students voted in a mock election the following day.

Throughout that time I have been active in a number of organizations in our community.

...joined the League of Women Voters in 1976. I was a member until it was disbanded in 2014.

During that time I was active in Voter Service, chairing the committee on and off for eight years. The Candidates' Afternoons were special projects of mine.

...was President for two years (term limit). While I was president we campaigned to have the town not build an additional landfill and advocated for a transfer station and expanded recycling area instead.

...financed the first Hazardous Household Waste Collection Day out of our own budget. The following year we encouraged the town to make it a line item in the town budget.

...was on the Town of Medfield Recycling for three years.

...volunteer at the Medfield Cupboard since my retirement.

...assist at Wheelock School in classrooms several times a year.

...was a member of the Medfield Television Board of Directors from March 2014 until February 2019. I acted as secretary for four years. During the last four years I developed and produced the annual "Meet the Candidates"-Interviews with candidates running for Medfield Town Elections. I connected Medfield High School students with the candidates to be interviewed.

...am a poll worker for town elections.

...help the Town Clerk devise the descriptions and updates for town offices for the town website.

Thank you for consideration for my appointment.

Sincerely,
Cheryl Dunlea

Resident Michelle Gaudet requests permission to hold a fundraising car wash behind Town Hall to benefit Save Children with Autism Uganda

Ann E. Krawec

402 Main Street
Medfield, Ma 02052

March 26, 2019

RECEIVED

APR 03 2019

MEDFIELD SELECTMEN

Town of Medfield

Board of Selectmen
459 Main Street
Medfield, Ma 02052

To the Board of Selectmen,

On behalf of the Kingsbury Pond Committee members, Dick Judge, Sharon Judge, George Dealy, Garrett Graham and Greg Testa, I am writing to respectfully request the appointment of two new additional members to our team at an upcoming meeting of the Board.

Rick Ebbs has been an invaluable volunteer and contributor to our restoration efforts over the years and brings a wealth of experience in skilled craftsmanship to our cause. He personally, on hands and knees, designed and built out the brick walkway that leads from the gravel driveway to the back of the building and behind the mill. He has provided spirited insight that we know will assist us with moving our agenda of a fully functional mill forward.

Angela Filice is an abutting neighbor to the mill property and has admired and supported our restoration of the site. She has offered to share her experience and talent in fundraising to assist us in meeting some upcoming capital expenditures which are needed to provide additional stability to the building. She brings great energy and enthusiasm to complement our goals of providing Medfield with a unique and beautiful historical landmark.

Both Rick and Angela have expressed their wishes to become permanent members of the Kingsbury Pond Committee and we endorse their appointments without reservation.

Sincerely,



Ann E. Krawec

Kingsbury Pond Committee



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal

Whereas, A new tree will be planted with a ceremony at the CENTER at Medfield

NOW, THEREFORE, we the **Medfield Board of Selectmen**, do hereby proclaim **Friday, April 26, 2019** as

ARBOR DAY

in the Town of Medfield, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this **23**, day of **April**, in the year **2019**.

Medfield Board of Selectmen

Arbor Day Celebration 2019

The Center in Medfield



One Ice House Road
Medfield, MA

April 26, 2019 - 10:00 a.m.

TREE PLANTING:

Roberta Lynch, Medfield COA Director
Arbor Day Tree Ceremony

- ❖ Gus Murby (Board of Selectmen, Chairman)
- ❖ Kristine Trierweiler (Town Administrator)
- ❖ Maurice Goulet (Director of Public Works)
- ❖ Edward Hinkley (Tree Warden)

Town of Medfield

Fraud Risk Assessment Policy

INTRODUCTION

The Town of Medfield has a commitment to high legal, ethical, and moral standards. All staff Members are expected to share this commitment. The Town recognizes that over and above any financial damage suffered, fraud may adversely affect the Town's image and its reputation. To that end, the Town is committed to the prevention, detection, investigation, and corrective action relative to fraud. The Town has developed strong internal controls in order to achieve these goals. It is important that an ethical environment be created, that flows through the entire Town.

This Policy applies to all employees, appointees, and elected officials of the Town of Medfield.

DEFINITION

Fraud is a violation of trust that is defined as a wrongful or criminal deception intended to result in financial or personal gain. The term includes, but is not limited to such acts as deception, bribery, forgery, extortion, theft, embezzlement, misappropriation of assets, false representation, or the concealment of material facts relating to any of the above, and collusion or conspiracy to commit any or all of the above.

Examples of Fraudulent Activity

Fraud can cover many activities, however, this Policy is directed primarily at financial matters. Fraud may include, but is not limited to:

Misappropriation of Assets:

1. Forgery or alteration of documents
2. Unauthorized use, or disposition of Town funds, property, materials, supplies, and equipment belonging to the Town of which the Town is responsible
3. Embezzlement
4. Theft
5. Falsifying time sheets or payroll records (including accrual usage)
6. Falsifying travel or entertainment expenses or using Town funds to pay for personal expenses or for personal benefit.

Fraudulent Financial Reporting:

1. Improper revenue recognition
2. Improper expense/expenditure recognition
3. Overstatement of assets or understatement of liabilities

Expenditures and Liabilities for Improper Purpose:

1. Bribes and kickbacks, favors, gifts, money, job offers or anything of value or the promise of a future reward

Prohibited or improper conduct for municipal employees and officials is more fully defined in *Massachusetts General Law Chapter 268A*.

GENERAL POLICY AND RESPONSIBILITIES

The Town will investigate any suspected acts of fraud or misappropriation of property. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Town of any person, group, or organization reasonably believed to have committed fraud. Management is responsible for instituting and maintaining a system of internal controls to provide reasonable assurance for the prevention and detection of fraud, misappropriation, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

The Town Administrator has the primary responsibility for overseeing the investigation of all suspected fraudulent acts defined in this Policy. All Department Heads or individuals, upon discovery of any violation of this policy, must notify the Town Administrator of the violation. The Town Administrator will then make the determination if an investigation is required and the next steps to follow, up to and including notifying the Chief of Police.

Upon conclusion of the investigation, the results will be reported to the Board of Selectmen. Where there are reasonable grounds to believe that fraud may have occurred, the Town Administrator may report the incident to the appropriate authorities, which may include seeking appropriate legal remedies. The Town Administrator will pursue every reasonable effort to obtain recovery of the assets.

PROCEDURES FOR REPORTING

The Town recognizes that there may only be a suspicion of fraud – thus any concerns should be reported directly to the Town Administrator. If the concern involves the Town Administrator, it should be reported to the Chairman of the Board of Selectmen. The Town Administrator has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. All cases of suspected fraud will be investigated, and appropriate action will be taken.

Any employee or municipal official who has knowledge of any fraudulent conduct or has reason to suspect that fraud has occurred shall immediately notify the Town Administrator in writing. The written report should be sufficiently detailed and inclusive to ensure a clear understanding of the issues raised. A determination should then be made by the Town Administrator, if it is appropriate to notify the Chief of Police.

Investigation

Upon notification or discovery of a suspected fraud, the Town Administrator will immediately investigate the fraud. The Town Administrator will make every reasonable effort to keep the investigation confidential

When deemed necessary, the Town Administrator shall coordinate the investigation with the outside auditor or appropriate law enforcement officials. Legal Counsel will be involved in the process, if deemed appropriate.

Security of Evidence

Once a suspected fraud is reported, immediate action to prevent the theft, alteration, or destruction of relevant records shall be initiated. The records shall be adequately secured until the investigation is complete. Such actions may include, but are not limited to, removing the records and placing them in a secure location, limiting access to the location where the records currently exist, and preventing the individual suspected of committing the fraud from having access to the records.

Confidentiality

All participants and all persons questioned in a fraud investigation shall keep the details and results of the investigation confidential so as not to violate any individual's expectation of privacy. The individual will be notified of his/her right to inform a representative of the applicable union or counsel of their choice about the findings of the investigation.

Personnel Actions

If a suspicion of fraud is substantiated by the investigation, disciplinary action, up to and including dismissal and referral for appropriate legal action, shall be taken by the Town Administrator.

Whistle-Blower Protection

No employee of the Town or person acting on behalf of the Town in attempting to comply with this Policy shall be dismissed or threatened with dismissal, be disciplined, suspended, be penalized, intimidated, or have any other retribution imposed.

Violation of this section of the Policy may result in disciplinary action, up to and including dismissal.

If an allegation is made in good faith, but it is not confirmed by the investigation, no action will be taken against the originator. If, however, the allegations were made in bad faith or without a justifiable basis, appropriate disciplinary action may be taken against the individual making the erroneous allegation.

Adopted _____



**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

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco III
Secretary

Samantha C. Phillips
Director

April 12, 2019

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

RE: FEMA-4379-DR-MA March 13, 2018 Severe Winter Storm and Snowstorm (Snow Assistance)

Dear Ms. Cimeno:

Enclosed please find the following forms for the federal share of reimbursement under FEMA-4379-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program:

- Contractor Authorized Signatory Listing (CASL) (if required)
- 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)(if required)
- MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire (if required)
- Certification of Compliance with Federal Procurement Standards
- 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:

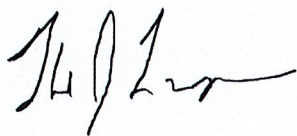
**Massachusetts Emergency Management Agency
Attention: Sherry Leung
400 Worcester Road
Framingham, MA 01702-5399**

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
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



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

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 Admin Asst. II		Billing Address (if different):	
E-Mail: dcimeno@medfield.net		Contract Manager: Erica Heidelberg, Disaster Recovery Unit Supervisor	
Phone: (508) 906-3003	Fax:	E-Mail: Erica.heidelberg@mass.gov	
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): CTFEMA4379MEDFD00023	
		RFR/Procurement or Other ID Number: FEMA-4379-DR-MA	
<p align="center"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p align="center"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services			
<p>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.</p> <p><u> </u> 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.)</p> <p><u>X</u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being ended). \$ 74,175.17</p>			
<p>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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u>X</u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>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-00023(0) To reimburse for FEMA 4379 March 13th Snowstorm for Emergency Protective Measures- Snow Removal</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><u> </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><u> </u> 2. may be incurred as of <u> </u>, 20<u> </u>, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p><u>X</u> 3. were incurred as 03/13/2018 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.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of 6/30/2019, 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.</p>			
<p>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 (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.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>David Mahr</u></p> <p>Print Title: <u>Chief Administrative Officer</u></p>	

PW-00023(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.

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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 payments 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, s. 39R](#); [G.L. c. 149, s. 27C](#); [G.L. c. 149, s. 44C](#); [G.L. c. 149, s. 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

400 Worcester Road Framingham, MA 01702-5399

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

Website: www.mass.gov/mema

Charles D. Baker
Governor

Samantha C. Phillips
Director

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco III
Secretary

April 12, 2019

MEMA Scope, Terms, and Conditions (Attachment A)

CTFEMA4379MEDFD00023

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 # **CTFEMA4379MEDFD00023** 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-00023(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 1/19/2019, 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 \$ 98,900.22 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 \$ 74,175.17. Fiscal year spending is projected as follows:

FY19: \$ 74,175.17

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 Admin Asst. II
Contact Phone Number	(508) 906-3003
Congressional District	4th
Amount of Award	\$ 74,175.17
Nine-Digit DUNS Number	073798068
Transaction Type	Reimbursement
CFDA number or NAICS code	97.036
Program Source	DRMAP-4379
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 the sub-recipient does not have documented procurement procedures, MEMA will not provide a contract. If the sub-recipient'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*) YES 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*) YES NO

Name of person completing this form _____

Title _____

Signature _____

Email _____

Telephone _____

Sub-Recipient 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: 04/08/2019 17:02

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4379-DR-MA

Number of Records: 1

Applicant ID: 021-39765-00
 Bundle # : PA-01-MA-4379-PW-00023(116)

Applicant: MEDFIELD (TOWN OF)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4379-PW-00023(0)	B	N	01-19-2019	98,900.22

Facility Number:

1

Facility Name:

Damage # 168524; Emergency Protective Measures (Snow Removal)

Location:

Town of Medfield, MA 02052

168524 Snow Removal

Work Completed

The applicant utilized Force Account labor, equipment, materials, and contracts for the Emergency Protective Measures to provide snow removal and de-icing.

Cost share for this version is 75%. All work and costs in this project fall between 3/13/18 and 3/15/18.

(Town of Medfield)

A. Provided snow removal and de-icing for 75 lane miles of roads for public health and safety through force account labor, equipment, materials, and contract.

1. Force Account Labor Overtime - \$11,578.04
2. Force Account Labor Straight time - \$4,265.87
3. Force Account Equipment - \$61,724.90
4. Force Account Materials - \$11,371.41
5. Contract - \$9,960.00

Work Completed Total: \$98,900.22

Project Notes:

1. Scope and cost were developed based on sub-recipient cost summaries and certification.
2. This project includes work by unbudgeted temporary and summer help employees hired to perform eligible work, and their straight time hours are eligible for reimbursement.

Scope of Work:

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	98,900.22	0.00	98,900.22
Federal Share (\$)	74,175.17	0.00	74,175.17

PA-01-MA-4379-PW-00023(0) <u>E</u>	
Applicant Name:	Application Title:
MEDFIELD (TOWN OF)	63853 - APP CERT - Snow Removal
Period of Performance Start:	Period of Performance End:
07-19-2018	01-19-2019

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-4379-PW-00023(116)	04-03-2019

Subgrant Application - FEMA Form 90-91

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

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4379	- DR -MA	63853	021-39765-00	12-04-2018
APPLICANT: MEDFIELD (TOWN OF)				WORK COMPLETE AS OF:	
				12-04-2018 : 100 %	
Site 1 of 1					
DAMAGED FACILITY:			COUNTY: Norfolk		
Damage # 168524; Emergency Protective Measures (Snow Removal)					
LOCATION:			LATITUDE:	LONGITUDE:	
PA-01-MA-4379-PW-00023(0): Town of Medfield, MA 02052			42.173786	-71.341789	
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS:					
PA-01-MA-4379-PW-00023(0): The Disaster #4379DR, which occurred between 3/13/2018 and 3/14/2018, caused:					
Damage # 168524; Emergency Protective Measures (Snow Removal)					
During the incident period of 3/13/2018 through 3/14/2018, a(n) Winter Storm created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.					
Provided snow removal and de-icing for 75 lane miles of roads for public health and safety at roads throughout the Town of Medfield, MA 02052 (general GPS: 42.173786, -71.341789) from 3/13/2018 to 3/15/2018.					
Snow hauled to the DPW Transfer Station located at (123 North Meadows Rd, Medfield, MA 02052. GPS 42.20207, -71.33636)					
The snow remained at the transfer station until it melted.					
Current Version:					
SCOPE OF WORK:					
PA-01-MA-4379-PW-00023(0): 168524 Snow Removal					
Work Completed					
The applicant utilized Force Account labor, equipment, materials, and contracts for the Emergency Protective Measures to provide snow removal and de-icing.					
Cost share for this version is 75%. All work and costs in this project fall between 3/13/18 and 3/15/18.					
(Town of Medfield)					
A. Provided snow removal and de-icing for 75 lane miles of roads for public health and safety through force account labor, equipment,					

materials, and contract.

1. Force Account Labor Overtime - \$11,578.04
2. Force Account Labor Straight time - \$4,265.87
3. Force Account Equipment - \$61,724.90
4. Force Account Materials - \$11,371.41
5. Contract - \$9,960.00

Work Completed Total: \$98,900.22

Project Notes:

1. Scope and cost were developed based on sub-recipient cost summaries and certification.
2. This project includes work by unbudgeted temporary and summer help employees hired to perform eligible work, and their straight time hours are eligible for reimbursement.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="radio"/> Yes <input checked="" type="radio"/> No	Special Considerations included? <input checked="" type="radio"/> Yes <input type="radio"/> No
Hazard Mitigation proposal included? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is there insurance coverage on this facility? <input checked="" type="radio"/> Yes <input type="radio"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9001	Contract	1/LS	\$ 9,960.00	\$ 9,960.00
2	9007	Labor	1/LS	\$ 11,578.04	\$ 11,578.04
3	9007	Labor	1/LS	\$ 4,265.87	\$ 4,265.87
4	9008	Equipment	1/LS	\$ 61,724.90	\$ 61,724.90
5	9009	Material	1/LS	\$ 11,371.41	\$ 11,371.41
				TOTAL COST	\$ 98,900.22
PREPARED BY Margaret E Ball		TITLE PDMG	SIGNATURE		
APPLICANT REP. Donna Cimeno		TITLE DPW Admin Ass't II	SIGNATURE		

[View Application](#)

Generated Date: 04/08/2019 17:11

Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-4379-DR-MA

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

<u>PW#</u>	<u>Amendment #</u>	<u>Approved Proj. Amt.</u>	<u>Cost Share</u>	<u>Cat</u>	<u>Bundle</u>	<u>Work Done By</u>	<u>Projected Compl. Date</u>	<u>% Compl. at Insp.</u>	<u>Elig Amount</u>	<u>Actual Date Completed</u>	<u>Amt. Claimed by Applicant</u>	<u>Comments</u>
PA-01-MA-4379-PW-00023	0	\$98,900.22	N	B	4379-PW-00023(116)	CONFIDENTIAL	01-19-2019	100	\$98,900.22	3/16/18	\$98,900.22	
Total for 1 PWs: \$98,900.22												
Subgrantee Admin: \$0.00												
Grand Total: \$98,900.22												

Generated Date: 04/08/2019 17:11

**Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-4379-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, all work claimed has been completed, and all costs claimed have been paid in full.

Signed: _____ Date: _____

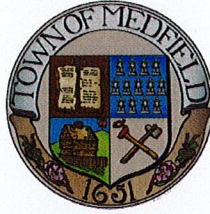
Applicant's Authorized Representative

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 \$ 7800.00

Signed: _____ Date: _____

Governor's Authorized Representative

00000003



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2019-01

STATE CONTRACT # (if applicable) _____

This Contract is made this 23rd day of April 2019 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Stumpy's Tree Service, Inc., having a usual place of business at 190 Front Street, Ashland, MA 01721, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work and the Town has decided to award the contract therefore to the Contractor.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: April 23, 2019 through December 31, 2020 subject to annual appropriation and pricing from the Contractor.

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

or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.


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

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

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

(Contractor)

Board of Selectmen

By: James Jakobsen 

Title: Treasurer

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

James Jakobsen
Print Name

Treasurer
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

James Jakobsen, authorized signatory for
name of signatory

Stumpy's Tree Service, whose
name of contractor

principal place of business is at 190 Front St., Ashland,

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

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

James Jakobsen
Signature

4/4/19
Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

I, Lesley Jakobsen the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on 4 April, 2019.

Lesley Jakobsen
Clerk of Corporation

SEAL

**TOWN OF MEDFIELD
2019-2020: TREE WORK**

Gentlemen:

Please submit an hourly rate for the following in compliance with our specifications:

1. Three men, Bucket Truck-65' to 70' height (with climber), Chipper (for tree work) (Includes 36 ton, 127 ft crane)

\$ 350 per hour
TWO YEAR PRICE

2. Three men, Bucket Truck, Chipper (for brush removal)

\$ 260 per hour
TWO YEAR PRICE

3. Stump Grinding, Loaming, Seeding

\$ 95 per hour
TWO YEAR PRICE

4. Log Truck (10 wheeler) with Operator

\$ 130 per hour
TWO YEAR PRICE

INSURANCE CERTIFICATE STATEMENT WITH WORKERS' COMP. ✓

SIGNED Jan Oak

TITLE Treasurer

COMPANY Stumpy's Tree Service

DATE: 12/10/18

ADDRESS 190 Front St.

Ashland, MA 01721



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2018

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

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

PRODUCER C & S Insurance Agency, Inc. 190 Chauncy Street/P.O. Box 406 Mansfield MA 02048		CONTACT NAME: Jessica Morin PHONE (A/C, No, Ext): (508) 339-2951 FAX (A/C, No): (508) 339-4811 E-MAIL ADDRESS: jessica@candsins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nova Casualty Insurance Company	
		INSURER B: Acadia Insurance Company	
		INSURER C: Commerce Insurance	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** MASTER 18-19 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		ARBML1000016103	07/10/2018	07/10/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A/C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ARBAU1000000603/BCSX60	07/10/2018	07/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ARBUM1000004403	07/10/2018	07/10/2019	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	DED \$ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

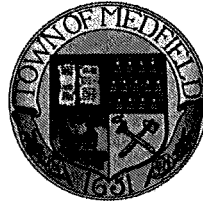
Town of Medfield is included as an additional insured in regards to General Liability where agreed to by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Medfield 459 Main Street Medfield MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 27th day of **March** in the year Two Thousand and Nineteen between **Pine Ridge Technologies, Inc.** with a usual place of business at **50 New Salem Street, Wakefield, MA 01888** hereinafter called the **CONTRACTOR**, and the Town of Medfield, acting by its Board of Selectmen, with a usual place of business at 459 Main Street, Medfield, MA, 00252, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as **Streetlight Retrofit & Maintenance Services for IFB #MAPC-DOER-15**, in strict accordance with the Contract Documents and all related Drawings, Specifications and Addendums. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement, including any Additional and Special Terms and Conditions listed in Exhibit C and the following Invitation of Bid:

IFB#: MAPC-DOER-15

As it relates to provision of the items specified in Appendix A and as hereinafter set forth.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$15,397.00 (quantity of 346 fixtures @ \$44.50/fixture) as listed in Exhibit A including: Table 2: Outside Scope of Work; and Table 3: Warranty Period Service Calls of Exhibit A.**

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall

complete the work on or **before April 16th, 2019 and a required Closeout date of May, 17th 2019 (5 week time period).**

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be **\$150 per day.**

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely

responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee as set forth on Exhibit B.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at

the place of the work that violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. **Project Superintendent:** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. **Progress Schedule:** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. **Drawings, Specifications and Submittals:**
 - (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
 - (2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
 - (3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
 - (4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
 - (5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. **Protection of the Work and Owner's Property:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials and shall comply with the standard utility requirements as detailed in the Purchase and Sale Agreement and the License Agreement between the Town and Eversource appended hereto. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. **Warranties:** The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. **Site Information Not Guaranteed; Contractor's Investigation**

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

6. Project Architect or Engineer

The Energy Consultant on this project is LightSmart Energy Consulting, LLOC, 1052 Johnson Farm Road, Lillington, NC 27546.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

8. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. ~~Less the following retention items:~~
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - 2. ~~A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.~~
 - 3. ~~A retention not exceeding five percent (5%) of the approved amount of the periodic payment.~~
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, ~~less than 1% of the original Contract Price~~, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 - 2. ~~A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.~~

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the

Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bids #MAPC-DOER-15
Instructions to Bidders
This Contract Form
Bid Form
Bid Bond
Labor & Materials Payment Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
General Conditions
General Requirements
Specifications and Addenda(s)
Drawings
Schedule of Prevailing Wages
Exhibit A
Exhibit B
Exhibit C
P&S Agreement between Eversource and Town of Medfield
License Agreement between Eversource and Town of Medfield

In the event of conflicting provisions, the language of this Agreement shall govern, provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required

11. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

12. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

13. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

The limits of liability for coverage required under the preceding paragraph shall be as defined in the License Agreement Section 14 and shall name both Town and Eversource as additionally indemnified parties.

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

14. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

15. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests. \

16. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

17. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

18. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

OWNER: Town of Medfield

By: _____

Name: _____

Andrew Rist, V.P.

Title: _____

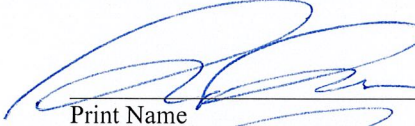
Andrew Rist, V.P.

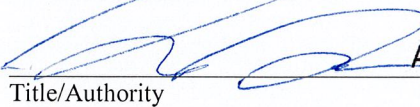
Town Manager

CERTIFICATION OF GOOD FAITH

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

The Contractor by:


Print Name **Andrew Rist, V.P.**


Title/Authority **Andrew Rist, V.P.**

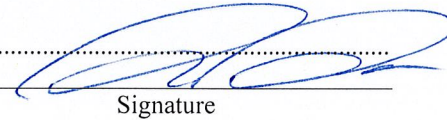
CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Andrew Rist, V.P., authorized signatory for
name of signatory

Pine Ridge Technologies, Inc., whose
name of contractor

principal place of business is at **50 NEW SALEM ST**,
WAKEFIELD MA 01880 does hereby certify under the pains and penalties of perjury that
Pine Ridge Technologies, Inc. has paid all
name of contractor

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

.....
.....

Signature

4/5/2019
Date

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of Pine Ridge Technologies, Inc.
(insert full name of Corporation)
2. corporation, and that ANDREW RIST
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected VICE PRESIDENT
(insert the title of the officer in line 2)
4. of said corporation, and that on 11/19/2018
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived, notice, it was voted that

5. ANDREW RIST the VICE PRESIDENT
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: 
(Signature of Clerk or Secretary)*

*AFFIX CORPORATE
SEAL HERE*

7. Name: MICHAEL ROCCA
(Please print or type name in line 6)*

8. Date: 4/5/2019
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

2019 Proposal Prepared for: **Town of Medfield MA**



PRESENTED BY:

Corcoran & Havlin Insurance Group

287 Linden Street, Wellesley, MA 02482

www.chinsurance.com

Phone: (781) 235-3100

Fax: (781) 235-1622

Account Executive:	Mark Sawyer, Sr. VP MSawyer@chinsurance.com
Account Manager:	Ryan Arsenault, Rarsenault@chinsurance.com
Risk Placement Officer:	David Greenaway, DGreenaway@chinsurance.com
Claim Representative:	Megan Peterson, MPeterson@chinsurance.com

This presentation is designed to give you an overview of the insurance coverages we recommend for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverage, conditions and exclusions.



Managing your risk, protecting your interests



Commercial General Liability

Town of Medfield MA

Company	Policy Number	Eff Date	Exp Date	Premium
Nautilus Insurance Company	TBD	5/1/2019	5/1/2020	\$16,640 + SL Tax & Fee

Named Insureds

First Named Insured
Town of Medfield, MA

Coverage Detail

Coverage	Limits
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products / Completed Operations Aggregate	Included
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
Deductible	\$500

Exposures & Location

Description	Exposure	Premium Basis
Loc #: 1 Bldg #: 1 Medfield State Hospital Site Parcel A Hospital Road• Medfield, Massachusetts 02052		
Vacant Buildings - not factories - OTNFP 68606	646,420	Area - Per 1,000/Sq Ft
Vacant land - Rural - Per Acre - First 500 Acres - OTNFP 49451	170	Other

- Minimum Earned Premium: 25%



Managing your risk, protecting your interests

Umbrella / Excess Liability

Town of Medfield MA

Company	Policy Number	Eff Date	Exp Date	Premium
Starstone National Insurance Company	TBD	5/1/2019	5/1/2020	\$1,313 + \$13 TRIA

Coverage Detail

Description	Limits
General Aggregate	\$1,000,000
Products / Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

Underlying Coverages

Policy Type	Carrier / Policy #	Policy Period	Limits
General Liability Each Occurrence	TBD	5/1/2019 to 5/1/2020	\$1,000,000

Additional Limit Options

Limit	Premium	TRIA
\$2MM	\$2,050	\$20
\$3MM	\$2,725	\$27
\$4MM	\$3,400	\$34
\$5MM	\$4,075	\$41
\$6MM	\$4,725	\$47
\$7MM	\$5,400	\$54
\$8MM	\$6,100	\$61
\$9MM	\$6,750	\$68
\$10MM	\$7,450	\$74



Managing your risk, protecting your interests

Premium Summary

Town of Medfield MA

Line of Business	Expiring Premium	Renewal Premium
General Liability	\$16,506.00	\$16,640.00
Umbrella / Excess Liability	\$1,313.00	\$1,313.00
Total Premium	\$17,819.00	\$17,953.00
Surplus Lines Taxes & Fees	\$710.24	\$728.60
Grand Total	\$18,529.24	\$18,681.60

Payment Options

Description	Selection
Billing Plan	Premium Financed
Payment Plan	10 Pay
Down Payment Percentage	20%
Audit Interval	Annual



Mission Statement

Corcoran & Havlin Insurance Group is dedicated to providing quality personalized risk management services to our customers through insurance companies that are committed to delivering stable, competitive products. We strive to earn the trust and confidence of our clients by making their needs, our needs.

Agency History

Founded in 1967, the Corcoran & Havlin Insurance Group has become one of the largest independent insurance firms in New England. Being an independent agent means that we do not work for an insurance company, we work for you. This allows us to have access to over 50 top-rated insurance carriers and provide the proper insurance coverage for your individual needs, at the most competitive price. We work on your side when you have a loss and follow through to see that you receive fair, prompt payment. Our professional associates, in addition to their CIC, CPCU, CLU or other professional training, are urged to match the policy to the buyer with attention to detail and personal service.

Corcoran & Havlin has been designated a Five Star Agency by the Massachusetts Association of Insurance Agents. This coveted "Best Practices" designation is awarded to agencies that consistently exceeded standards in customer service, professionalism and market access.

Corcoran & Havlin became a division of Cross Insurance in 2015. This partnership further strengthens C&H's position as one of the top insurance agencies in New England.



Managing your risk, protecting your interests

Five Star Agency Designation

The Corcoran & Havlin Insurance Group has achieved the Five Star Agency Designation. The FIVE STAR program is designed to recognize those agencies that provide superior knowledge, service and value to their customers a designation that will distinguish them as one of the best. The connotation of Five Star should be similar in nature to a Five Star restaurant, hotel, resort, etc.

The Five Star Agency Designation program is composed of five imperatives parts:

- Customer Focus,
- Management/Leadership Excellence,
- Human Resource Excellence,
- Process Excellence and
- Product/Service Excellence.

The primary objective of every employee within a Five Star Agency is to continually focus on customer needs and customer satisfaction through:

- Determining and addressing customer requirements and expectations.
- Assessing and improving customer satisfaction.
- Responding to customer needs with appropriate products and services.

An agency can only attain a Five Star Agency Designation by taking and passing a rigorous fitness review of the agency. To maintain that designation, an agency must retake the fitness review every three years to assure that service standards are consistently realized.



Managing your risk, protecting your interests

Executive Support

Mark S. Sawyer, CIC... is a Senior Vice President of Corcoran & Havlin Insurance Group for 15 years working as a commercial business Risk Advisor who has served client risk management and insurance program needs for the past 30 years. Mark's services include strategic, professional risk consulting and protection plan design for the property & casualty, professional insurance needs of organizations throughout New England. Results focused for cost reduction and long term asset preservation, Mark's client focus is in Healthcare, MMJ, TECH, Education, Real Estate, Human Services, Construction and General Business. Prior to merging Sawyer & Sawyer Insurance Agency, Inc., into Corcoran & Havlin in 2001, Mark worked in account executive and management positions for middle market business clients at Sheppard, Riley, Coughlin (Willis) and Rollins Burdick, Hunter (Aon). Mark is a graduate of Gordon College, and serves as risk advisor for a number of non-profits, civic organizations and industry associations. Mark resides in Medfield, MA with his family.

Marketing & Servicing

David Greenaway... Joined Corcoran & Havlin Insurance Group in 2015 as Risk Placement Officer. David began his financial services career in 2007 and was most recently Sr. Client Manager at William Gallagher Associates in Boston. He has worked on the agency side of the industry for many years, specializing in the administration of traditional and alternative programs for small, medium and large commercial clients. Originally from Medfield, MA, David is a graduate of the University of Massachusetts, Amherst, and is currently pursuing his Associate in Risk Management designation.

Claims

Megan Peterson... Claims Representative at the Corcoran and Havlin Insurance Group. Megan joined the Corcoran & Havlin team in 2005. Megan brings many years of experience in the insurance industry with her to Corcoran & Havlin. This includes 6 years of claims handling at the Norfolk & Dedham Group, as well as Property and Automotive Appraisal scheduling at Norfolk & Dedham and One Beacon Insurance Company.



Managing your risk, protecting your interests

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your ☐ NEW or ☐ RENEWAL policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.


Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$_____, plus the following taxes and fees: Surplus Lines Tax of \$_____ Surplus Lines Stamping Fee of \$_____ of \$_____ of \$_____ of \$_____ of \$_____ of \$_____ of \$_____ of \$_____ of \$_____ Total of Premium, taxes and fees is \$_____
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.



Policyholder/Applicant's Signature

NAUTILUS INSURANCE COMPANY
Insurance Company



Print Name

Policy Number



Date

Named Insured

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NOTICE OF TERRORISM INSURANCE COVERAGE**

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	Surplus Lines Tax of \$_____
	Surplus Lines Stamping Fee of \$_____
	of \$_____
	of \$_____
	of \$_____
	of \$_____
	of \$_____
	of \$_____
	of \$_____
	Total of Premium, taxes and fees is \$_____
<input checked="" type="checkbox"/>	I hereby <u>decline to purchase</u> terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.



Policyholder/Applicant's Signature

NAUTILUS INSURANCE COMPANY
Insurance Company

Print Name

TBI

Policy Number

5/14/18

Date

Town of Medfield

Named Insured

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: MEDFMA0-01

TGEORGACOPOULOS

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials):

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

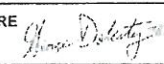
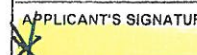
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THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Mark Sawyer	STATE PRODUCER LICENSE NO (Required in Florida) 1729580
APPLICANT'S SIGNATURE 	DATE 11/11/2013	NATIONAL PRODUCER NUMBER 3686509

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: MEDFMA0-01

TGEORGACOPOULOS

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY ☒ Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS

						TOTAL LOSSES: \$	
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

SIGNATURE

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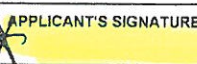
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PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Mark Sawyer	STATE PRODUCER LICENSE NO (Required in Florida) 1729580
APPLICANT'S SIGNATURE 	DATE	NATIONAL PRODUCER NUMBER 3686509

A copy of this affidavit must be kept in the Special Brokers File and the original filed with the Division of Insurance of the Commonwealth of Massachusetts within twenty days following date of procurement.

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

April 9, 2019

Dear Board of Selectmen,

The Council on Aging requests permission to place signs in the designated locations to advertise the Annual FOSI Yard Sale scheduled for April 27, 2019 from 8am – 2pm.

Thank you,

A handwritten signature in cursive script, appearing to read "Roberta Lynch".

Roberta Lynch R.N., Director
Medfield Council on Aging

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


April 9, 2019

Dear Board of Selectmen,

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

- ARCP Spring Fling Saturday, May 11 from 4-7 pm
- May Supper Club Wednesday, May 22 from 4-7 pm
- CHICOS Fashion Show Wednesday, June 18 from 4-6 pm
- Summer Cookouts on Wednesdays 4-7pm
 - June 26
 - July 10
 - July 31
 - August 14
 - August 28

Thank you,


Roberta Lynch R.N., Director
Medfield Council on Aging

Vote to grant a one-day wine and malt beverage permit to the Medfield Lions Club for their Spring Fundraising event on Saturday May 4, 2019 at the CENTER 7:30-10:00PM



RECEIVED

APR 04 2019

MEDFIELD SELECTMEN

March 31, 2019

Board of Selectmen
Michael Marcucci
Gus Murby
Osler L. Peterson
459 Main Street
Medfield, MA 02052

Re: MYBS Opening Day 2019

Dear Selectmen:

We will be holding our annual Opening Day festivities on Sunday, May 5, 2019. Please consider this letter our request for a permit to hold the parade and to place signs announcing this event.

At **2:45pm** the teams will gather at the Dale Street parking lot, and at **3:00pm** will parade from Dale Street School to Metacomet Park. Opening ceremonies and games will start at approximately 4pm and 6pm.

As in the past, we welcome each of you to participate in the parade and the festivities following at Metacomet Park. If you have any questions please call me at 617-650-1932. I can also be reached via email: Huntp1130@gmail.com

Thank you for your support and participation.

Sincerely,

Pete Hunt
MYBS President
11 Camelot Lane

Chloe Hunt
8th Grade Softball Player



Church of the Advent requests permission to place signs two weeks prior promoting their *Annual Plant Sale* to be held Saturday May 11, 2019

Sara Drumm
40 Cross Street
bongo_8@msn.com

April 15, 2019

Mr. Osler Peterson
Medfield Board of Selectmen
Medfield Town House
459 Main Street
Medfield, MA 02052

Dear Mr. Peterson,

I am writing on behalf of the Medfield Girl Scouts to request permission from the Medfield Board of Selectmen to conduct a Can & Bottle Drive on Saturday, May 11, 2019 from 9:00 am - 2:00 pm at Bullard's Market in Medfield.

Bottles and cans collected by our scouts will be redeemed at Bullard's Market. Proceeds will benefit all Medfield Girl Scouts.

We would also like you to consider a request from our Troop to post signage in and about Medfield to publicize said event. The locations we are looking for approval are:

- Hartford Street and Rt. 109
- North Street and Main Street
- Rte. 27 and South Street

Thank you for your consideration of this request.

Sincerely,

Sara Drumm
Medfield Girl Scouts

Geoffrey Pedder
Managing Partner
ZēLUS Beer Company
120 North Meadows Road
Medfield, MA 02052

Monday, April 15, 2019

Re: Application for One-Day Beer License

To: Board of Selectmen, Town of Medfield

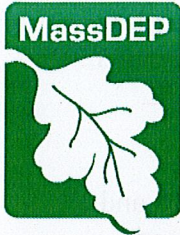
We are writing to request a one-day beer license to serve and sell beer at the Rocky Wood's Father's Day Trail Run and Post-Race After Party at the Trustees property called Rocky Woods in Medfield. ZēLUS Beer Company is based in Medfield and have done previous events at many Trustees properties across Massachusetts. The event will take place on Saturday, June 16, 2019 from 12pm to 4pm. All servers will be TIPS certified.

Best regards,

Geoffrey Pedder

geoff@zelusbeer.com

617-510-0260



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Central Regional Office • 8 New Bond Street, Worcester MA 01606 • 508-792-7650

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

RECEIVED

APR 18 2019

MEDFIELD SELECTMEN

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

April 11, 2019

Town of Medfield
Attn: Kristine Trierweiler, Town Administrator
459 Main St.
Medfield, MA 02052

Re: PWS Town: Medfield
PWS Name: Medfield Water Department
PWS ID #: 2175000; R.O.#: 165272
Program: System Modification WS22D
Action: **Approved**
MassDEP Trans. #: X282555

Dear Ms. Trierweiler:

The Central Regional Office of the Massachusetts Department of Environmental Protection (MassDEP) received your WS22D permit application for approval of the pilot study on two greensand filtration media for the removal of iron and manganese from Well No. 3 (03G). The pilot study was conducted by Blueleaf, Inc., and the pilot study report dated February 2019 was prepared and submitted by Environmental Partners Group on behalf of the Medfield Department of Public Works. The application was received February 25, 2019.

Project Description and Background

The Medfield water system consists of five production wells and two water storage tanks. Well No. 3 (03G) has an approved rate of 1.2 million gallons per day (MGD), or 830 gallons per min (gpm). The original well screen collapsed and was replaced with an 8-inch screen. Additionally, the well can only pump approximately 375 gpm. The town is seeking to replace Well 3 and install treatment for the removal of iron and manganese. Applications for the replacement well are planned to be submitted in conjunction with the application for the future treatment facility. A separate WS17 application will need to be submitted for replacement Well 03G.

MassDEP approved the pilot study proposal (WS21D, Transmittal # X277946) on April 2, 2018. The pilot study evaluated whether a higher loading rate could be achieved, if a second adsorptive filtration media, LayneOx, is more effective at removing iron and manganese than Greensand Plus media, as well as whether sodium hypochlorite or potassium permanganate was a more effective oxidant prior to filtration.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

General Conditions

1. Compliance with Approvals - The Supplier of Water shall conduct activities in accordance with the approved plans, reports, and other submissions, except as may be modified by the conditions set forth in this approval. No material changes in the design or activities described in the approved documents shall be performed without prior written MassDEP approval.
2. Compliance with Other Approvals - The activities at this Public Water System shall be performed in compliance with all other applicable local, state and federal laws and regulations. This approval does not relieve the owner or operator of this Public Water System from complying with all other applicable local, state and federal requirements, licenses and permits.
3. Duty to Mitigate - The Supplier of Water shall remedy and shall act to prevent all potential and actual adverse impacts to public health or the environment resulting from noncompliance with the terms or conditions of this approval.
4. Duty to Provide Information - The Supplier of Water shall furnish to MassDEP, within a reasonable time, any information MassDEP may request, and which is deemed by MassDEP to be relevant in determining compliance with permits, regulations, guidelines and policies.

Specific Conditions

1. Treatment Facility Permit - Submit to MassDEP a WS25D Treatment Facility Modification Application for the design and construction of the proposed Water Treatment Facility for replacement Well 03G.
2. Preliminary Design Plans - Submit a preliminary design report with media chosen and treatment unit sizing prior to beginning design work. Submit partially completed plans at 60-80% to MassDEP for review prior to the final submission.

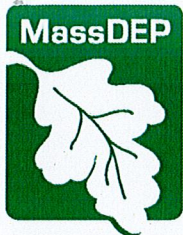
If you have any questions regarding this approval, please contact Deanna Clark of the Drinking Water Program at 508-767-2710 or Deanna.Clark@mass.gov.

Sincerely,



Robert A. Bostwick
Section Chief
Drinking Water Program

cc: Eric Kelly, Environmental Partners Group, Inc., 18 Commerce Way, Suite 2000, Woburn, MA 01801
Maurice Goulet, Medfield DPW, 55 North Meadows Road, Medfield, MA 02052
Medfield Board of Health, 459 Main Street, Medfield, MA 02052



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Central Regional Office • 8 New Bond Street, Worcester MA 01606 • 508-792-7650

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

RECEIVED

APR 01 2019

MEDFIELD SELECTMEN

March 29, 2019

Michael J. Sullivan
Town Administrator
459 Main Street
Medfield, MA 02052

Re: Medfield – BWR – MA0100978
314 CMR 3.00, Surface Water Discharge
ACOP-CE-18-1N001 - 00004655
Revised Approval of Evaluation and
Compliance Schedule

Dear Mr. Sullivan:

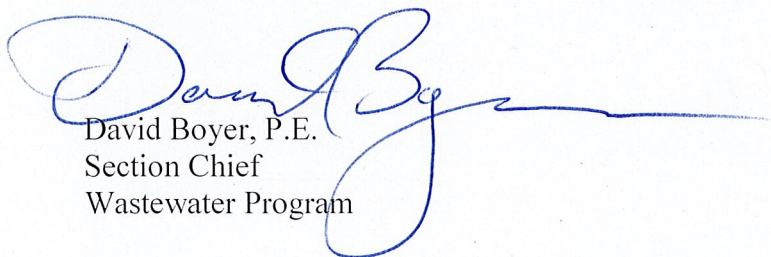
In accordance with Paragraph 8.B. of the above referenced Administrative Consent Order (the "Order"), the town of Medfield submitted a written evaluation of the wastewater treatment facility's ability to meet its seasonal total phosphorus limit of 0.1 mg/l. The town submitted this evaluation on October 1, 2018.

The Massachusetts Department of Environmental Protection ("MassDEP") reviewed the evaluation and approved the evaluation with conditions stated in correspondence dated January 7, 2019. The town requests to modify MassDEP's approval letter seeking an extension to repair the DynaSand® filter unit by July 31, 2019.

MassDEP hereby approves your request. The town shall complete any repairs to the DynaSand® filter unit as recommended by the equipment manufacturer by July 31, 2019. The town shall adhere to this schedule to comply with the Order. Failure to comply with the Order could result in additional enforcement action and/or penalties.

If you should have any questions concerning this matter, please feel free to call me at 508-767-2823.

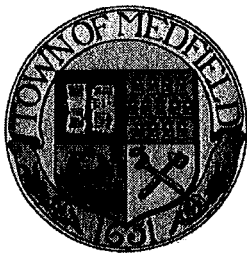
Sincerely,



David Boyer, P.E.
Section Chief
Wastewater Program

Db/hs: acop-ce-18-1n001 evaluation 2 (Medfield)-175

Cc: Kent Nichols, P.E. Weston & Sampson, 5 Centennial Drive, Peabody, MA 01960
Peter Kolokithas, P.E., Weston & Sampson
Maurice Goulet, Director, DPW, 55 North Meadows Rd., Medfield, MA 02052
Douglas Koopman, US EPA Region 1



TOWN OF MEDFIELD

Office of the

BOARD OF APPEALS

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

(508) 906-3027

No. 1363

April 10, 2019

Decision of the Board of Appeals on the petition of: Gary P. Lia

Property owned by: Gary P. & Victoria E. Lia

Location of Property: 55 Elm Street, Medfield, Massachusetts

Norfolk County Registry of Deeds: Book: 28232 Page: 300

Medfield Assessors' Record: Map: 34 Lot: 013

Zoning District: Residential Estate (RE)

RECEIVED
TOWN OF MEDFIELD, MASS
2019 APR 11 P 12:37
OFFICE OF THE
TOWN CLERK

By application dated March 10, 2019 (the "Application"), which was filed with the Board of Appeals on March 13, 2019, Gary P. Lia, 55 Elm Street, Medfield, Massachusetts (the "Applicant") seeks a special permit under MGL Chpt. 40A §10 and/or Medfield Zoning Bylaw §300-16.5(6) for the construction of a single-family dwelling on a lot of more than 80,000 sf. The property is located at 55 Elm Street; Assessors' Map 34 Lot 013; RE Zoning District with Primary Aquifer and Well Protection Overlay (hereinafter the "Property").

Notice of the Application was published in the *Medfield Press* on March 22, 2019 and March 29, 2019 and a public hearing was held on Wednesday, April 10, 2019. Notice of the Application and hearing was provided to the Applicant, to abutters, to appropriate Town boards and officials and to the planning boards of abutting towns. The minutes of the public hearing are available at Town Hall and on the Town website and are incorporated by reference into this decision.

FINDINGS OF FACT

Based on the evidence presented at the hearing, the Board makes the following Findings of Fact:

1. The Property known as "Holiday Farm" and is situated at 55 Elm Street, Medfield, Massachusetts and is shown on Assessors' Map 34, Lot 013 in the RE Zoning District.
2. The Medfield Planning Board endorsed an Approval Not Required (ANR) plan on October 10, 2018 for the purpose of creating one additional Lot. The Planning Board opined that the new Lot is currently considered unbuildable as it will require relief from the Zoning Board of Appeals for the common driveway and pool.
3. ZBA Decision No. 1357 was issued February 14, 2019 for the use of the existing driveway as a common drive for the existing lot and the newly created ANR lot and a special permit for the proposed new side lot line setback from the existing in-ground swimming pool.
4. A revised Approval Not Required (ANR) plan was endorsed by the Medfield Planning Board on March 18, 2019 in accordance with the common driveway and pool setback relief granted from the ZBA.
5. Plan of Record: Proposed Single Family Dwelling House Location Plan, 55 Elm Street, Medfield; Prepared for Gary P. and Victoria E. Lia; Prepared by L.A.L. Engineering Group; Date: February 25, 2019; Scale 1" = 40'.
6. The new house will be connected to Town water with a new private 5-bedroom septic system.
7. Elm Street is an improved public way. The Property is surrounded by single family residential dwellings on lots of at least two acres.

OPINION

According to the Zoning Bylaw, Section 300-16.8.A(1), construction of a single-family dwelling in Zone 1 with on-site septic system on a lot of more than 80,000 square feet may be permitted in the Aquifer Protection District by special permit from the Board of Appeals in accordance with Section 14.

Under §300-14.10.E of the Bylaw, “the Board of Appeals may grant a special permit if it concludes that such a permit is warranted by the application and the evidence produced at the public hearing, and if it makes the following specific findings of fact”:

§300-14.10.E(1): The proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking. The Board finds that the proposed use is consistent with the other uses in the zoning district, will not result in a public hazard and will result in little increased parking or traffic.

§300-14.10.E(2): The proposed use will not have any adverse effect on property values in the neighborhood. The Board has received no evidence to indicate that the proposed use would have any adverse effect upon property values or otherwise adversely affect the neighborhood. The proposal is for the construction of a new 5-bedroom single family dwelling. Accordingly, the Board finds that the proposed use will not have any adverse effect on property values in the neighborhood.

§300-14.10.E(3): The proposed use is architecturally and aesthetically consistent with other structures in the neighborhood. Taking into consideration the existing structures in the neighborhood and the fact that the proposed dwelling will be of a similar style, the Board finds that the proposed structures will be architecturally and aesthetically consistent with other structures in the neighborhood.

§300-14.10.E(4): The proposed use will not create any hazard to public safety or health in the neighborhood. Given that the Application is consistent with the purpose of the RE zoning district, the Board finds that the proposed dwelling with 5-bedroom septic system will not create any hazard to public safety or health in the neighborhood.

§300-14.10.E(5): The proposed use will not create any danger of pollution to public or private water facilities. The proposed dwelling will be connected to town water and over 1,500' from the nearest municipal well. New private septic systems will be installed and be approved by the Medfield Board of Health. Accordingly, the Board finds

that the proposed dwellings will not create a danger of pollution to public or private water facilities.

§300-14.10.E(6): The methods of drainage at the proposed site are adequate. There is no evidence of existing drainage problems at the site and the dwellings will be constructed so as not to allow any off-site runoff. Accordingly, the Board finds that the methods of drainage at the Property are adequate.

§300-14.10.E(7): If public sewerage is not provided, plans for on-site sewerage disposal systems are adequate and have been approved by the Board of Health. The new dwelling will be connected to newly-constructed septic system to be approved by the Board of Health.

§300-14.10.E(8): That no excessive noise, light or odor shall be emitted. The proposed dwellings are consistent with the existing single-family residential use. Accordingly, the Board finds that no excessive noise, light or odor will be emitted by the proposed use.

§300-14.10.E(9): That no nuisance will be created. The Board finds that the proposed use will not create a nuisance based upon our findings above.

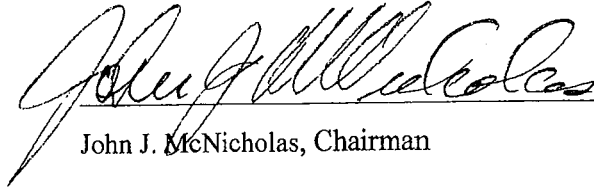
§300-14.10.E(10): There is an adequate supply of potable water approved by the Board of Health or the Water and Sewer Board. As the proposed dwellings will be connected to the Town water system, the Board finds that there is an adequate supply of potable water.

DECISION

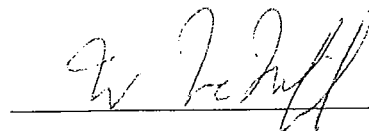
As requested by the Application of Gary P. Lia, the Board grants a Special Permit for the construction of a single-family dwelling on a lot of more than 80,000 sf. in the Aquifer Protection District. The Special Permit shall be effective upon approval of the on-site sewerage disposal system by the Board of Health.

THIS DECISION WAS UNANIMOUS.

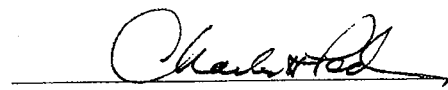
MEDFIELD ZONING BOARD OF APPEALS



John J. McNicholas, Chairman



William McNiff, Member



Charles H. Peck, Associate Member

MICHAEL W. WHITCHER, MEMBER, JARED GUSTAFSON, ASSOCIATE MEMBER, AND JARED SPINELLI, ASSOCIATE MEMBER DID NOT SIT ON THE BOARD AT THE PUBLIC HEARING CONCERNING THIS MATTER NOR DID THEY PARTICIPATE IN THE DELIBERATIONS OF THE BOARD OR IN THIS DECISION.

APPEALS FROM THIS DECISION, IF ANY, SHOULD BE MADE PURSUANT TO GENERAL LAWS, CHAPTER 40 A, §17, AND SHALL BE FILED WITHIN 20 DAYS AFTER THE DATE OF FILING OF THIS DECISION IN THE OFFICE OF THE TOWN CLERK

Verizon New England Inc.

**Condensed Financial Statements (Unaudited)
As of December 31, 2018
and for the year then ended
With Financial Statements Certification**

Verizon New England Inc.

Index to Condensed Financial Statements

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Condensed Financial Statements Certification	2
Condensed Statement of Income and Comprehensive Income For the year ended December 31, 2018.....	3
Condensed Balance Sheet At December 31, 2018	4

Verizon New England Inc.

CERTIFICATION

I hereby certify that I have examined this report and that all statements of fact contained therein are true, complete, and correct to the best of my knowledge, and that nothing material has occurred that would require further explanation.

Tracy Krause
Signature

Controller Verizon New England Inc.
Title

Tracy Krause
Printed Name of Signer

March 26, 2019
Date Signed

Peter Kwan
Signature

Executive Director - Corporate Accounting,
Verizon Communications Inc.
Title

Peter Kwan
Printed Name of Signer

MAR 26, 2019
Date Signed

Verizon New England Inc.

CONDENSED STATEMENT OF INCOME AND COMPREHENSIVE INCOME
(Unaudited)

		(dollars in millions)
<u>Year Ended December 31,</u>		<u>2018</u>
Operating Revenues	\$	2,031
Operating Expenses		
Cost of services and sales (exclusive of items shown below)		1,214
Selling, general and administrative expense		614
Depreciation and amortization expense		408
Total Operating Expenses		<u>2,236</u>
Operating Loss		(205)
Other income		488
Interest expense		<u>(4)</u>
Income Before Benefit for Income Taxes		279
Income tax provision		<u>-</u>
Net Income and Comprehensive Income	\$	<u><u>279</u></u>

Verizon New England Inc.

CONDENSED BALANCE SHEET
(Unaudited)

		(dollars in millions)
At December 31,		2018
Assets		
Current assets		
Accounts receivable:		
Trade and other, net of allowances for uncollectibles of \$6	\$	152
Affiliates		257
Prepaid expenses		22
Deferred charges and other		10
Total current assets		441
Property, plant and equipment		13,328
Less accumulated depreciation		9,350
Property, plant and equipment, net		3,978
Intangible assets, net		5
Other assets		133
Total assets	\$	4,557
Liabilities and Shareowner's Investment		
Current liabilities		
Debt maturing within one year:		
Notes payable to affiliate	\$	254
Accounts payable and accrued liabilities:		
Affiliates		263
Other		213
Other current liabilities		63
Total current liabilities		793
Long-term debt		141
Employee benefit obligations		2,356
Deferred income taxes		184
Other		198
Total long-term liabilities		2,879
Shareowner's investment		
Common stock (one share, without par value)		1
Additional paid in capital		2,712
Accumulated deficit		(1,828)
Total shareowner's investment		885
Total liabilities and shareowner's investment	\$	4,557

**CTV FORM 200
FINANCIAL BALANCE SHEET**

Reporting Entity: Verizon New England Inc.	Current	Prior
Franchises Served: 114	Year	Year
Year Ending: December 31, 2018	2019	2018

See attached Verizon New England Inc., Condensed
Financial Statements.

ASSETS

	<u>Current Assets</u>		
200	Cash and Equivalents		
210	Accounts Receivable, Less Allowances		
220	Inventory		
230	Prepaid Expenses		
240	Other Current Assets		
250	Total Current Assets		
	<u>Fixed Operating Assets</u>		
260	Land		
270	Buildings		
280	Headend Equipment		
290	Trunk and Distribution Equipment		
300	Subscriber Devices		
310	Other Fixed Operating Assets		
320	Construction Work in Progress		
330	Total Fixed Operating Assets		
340	Accumulated Depreciation		
	Net Fixed Operating Assets		
	<u>Other Operating Assets</u>		
350	Franchise Acquisition Costs		
360	Excess Fair Value		
370	Goodwill		
380	Other Intangible Assets		
390	Total Other Assets		
400	Accumulated Amortization		
	Net Other Assets		
410	Total Net Assets		

April 2019

**CTV FORM 200
FINANCIAL BALANCE SHEET**

Reporting Entity: Verizon New England Inc.	Current	Prior
Franchises Served: 114	Year	Year
Year Ending: December 31, 2018	2019	2018

See attached Verizon New England Inc., Condensed
Financial Statements.

LIABILITIES AND OWNER'S EQUITY

Current Liabilities

420	Accounts Payable	_____	_____
430	Subscriber Advance Payments and Deposits	_____	_____
440	Debt Due within One Year	_____	_____
450	Current Taxes Payable	_____	_____
460	Other Current Liabilities	_____	_____
470	Total Current Liabilities	_____	_____

Non Current Liabilities

480	Long-Term Debt	_____	_____
490	Notes Payable	_____	_____
500	Bonds Payable	_____	_____
510	Obligation on Capitalized Leases	_____	_____
520	Deferred Taxes	_____	_____
530	Other Non Current Liabilities	_____	_____
540	Total Non Current Liabilities	_____	_____

Owner's Equity

550	Net Assets due from/to Parent Company	_____	_____
560	Capital Stock	_____	_____
570	Retained Earnings - Gross	_____	_____
580	Accumulated Dividends	_____	_____
590	Other	_____	_____
600	Total Owner's Equity	_____	_____
610	Total Liabilities and Equities	_____	_____

CTV FORM 400
STATEMENT OF OWNERSHIP

Please provide the following information for each Issuing Authority. Note that communities served by the same legal entity may be aggregated.

- (1) (a) The full legal name of the cable operator's legal entity (corporation or partnership) holding the cable television license.

Name: **Verizon New England Inc.**

- (b) If applicable, the d/b/a or generally used name of the legal entity within the Issuing Authority's community.

Name: **Not applicable**

- (2) The full legal name of the ultimate parent entity/ies which own(s) the corporation or partnership holding the cable license.

Name: **Verizon Communications Inc.**

- (3) The regional office(s) managing the cable licenses in Massachusetts:

Name: **Franchise Service Management**
Street Address: **6 Bowdoin Square, Floor 10**
Municipality, State & Zip Code: **Boston, MA 02114**
Contact Person: **Niall Connors**
Contact Person's Title: **Franchise Service Manager**
Contact Person's Telephone Number: **857-415-5123**

- (4) The corporate office of the ultimate parent entity:

Name: **Verizon Communications Inc.**
Street Address: **140 West Street, Floor 6**
Municipality, State & Zip Code: **New York, NY 10007**
Contact Person: **Monica Azare**

April 2019

Contact Person's Title: **Vice President and Deputy General Counsel**
Contact Person's Telephone Number: **(212) 519-4715**

April 2019



March 30, 2019

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

RECEIVED
APR 03 2019
MEDFIELD SELECTMEN

Re: Acorn TV

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that as of May 2, 2019, the monthly rate for Acorn TV will change from \$4.99 to \$5.99 per month. This price change is due to an increase in programming costs from Acorn TV.

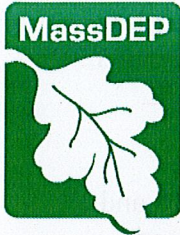
We are notifying customers who currently subscribe to Acorn TV through bill messages.

Please feel free to contact me at 508.884.2326 if you have any questions.

Very truly yours,

Robert F. Sullivan

Robert F. Sullivan, Sr. Manager
Government Affairs



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Central Regional Office • 8 New Bond Street, Worcester MA 01606 • 508-792-7650

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

RECEIVED

APR 16 2019

MEDFIELD SELECTMEN

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

April 11, 2019

Town of Medfield
Attn: Kristine Trierweiler, Town Administrator
459 Main St.
Medfield, MA 02052

Re: PWS Town: Medfield
PWS Name: Medfield Water Department
PWS ID #: 2175000; R.O.#: 165272
Program: System Modification WS22D
Action: **Approved**
MassDEP Trans. #: X282555

Dear Ms. Trierweiler:

The Central Regional Office of the Massachusetts Department of Environmental Protection (MassDEP) received your WS22D permit application for approval of the pilot study on two greensand filtration media for the removal of iron and manganese from Well No. 3 (03G). The pilot study was conducted by Blueleaf, Inc., and the pilot study report dated February 2019 was prepared and submitted by Environmental Partners Group on behalf of the Medfield Department of Public Works. The application was received February 25, 2019.

Project Description and Background

The Medfield water system consists of five production wells and two water storage tanks. Well No. 3 (03G) has an approved rate of 1.2 million gallons per day (MGD), or 830 gallons per min (gpm). The original well screen collapsed and was replaced with an 8-inch screen. Additionally, the well can only pump approximately 375 gpm. The town is seeking to replace Well 3 and install treatment for the removal of iron and manganese. Applications for the replacement well are planned to be submitted in conjunction with the application for the future treatment facility. A separate WS17 application will need to be submitted for replacement Well 03G.

MassDEP approved the pilot study proposal (WS21D, Transmittal # X277946) on April 2, 2018. The pilot study evaluated whether a higher loading rate could be achieved, if a second adsorptive filtration media, LayneOx, is more effective at removing iron and manganese than Greensand Plus media, as well as whether sodium hypochlorite or potassium permanganate was a more effective oxidant prior to filtration.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

General Conditions

1. Compliance with Approvals - The Supplier of Water shall conduct activities in accordance with the approved plans, reports, and other submissions, except as may be modified by the conditions set forth in this approval. No material changes in the design or activities described in the approved documents shall be performed without prior written MassDEP approval.
2. Compliance with Other Approvals - The activities at this Public Water System shall be performed in compliance with all other applicable local, state and federal laws and regulations. This approval does not relieve the owner or operator of this Public Water System from complying with all other applicable local, state and federal requirements, licenses and permits.
3. Duty to Mitigate - The Supplier of Water shall remedy and shall act to prevent all potential and actual adverse impacts to public health or the environment resulting from noncompliance with the terms or conditions of this approval.
4. Duty to Provide Information - The Supplier of Water shall furnish to MassDEP, within a reasonable time, any information MassDEP may request, and which is deemed by MassDEP to be relevant in determining compliance with permits, regulations, guidelines and policies.

Specific Conditions

1. Treatment Facility Permit - Submit to MassDEP a WS25D Treatment Facility Modification Application for the design and construction of the proposed Water Treatment Facility for replacement Well 03G.
2. Preliminary Design Plans - Submit a preliminary design report with media chosen and treatment unit sizing prior to beginning design work. Submit partially completed plans at 60-80% to MassDEP for review prior to the final submission.

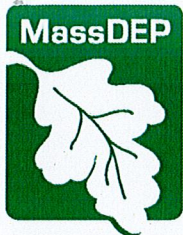
If you have any questions regarding this approval, please contact Deanna Clark of the Drinking Water Program at 508-767-2710 or Deanna.Clark@mass.gov.

Sincerely,



Robert A. Bostwick
Section Chief
Drinking Water Program

cc: Eric Kelly, Environmental Partners Group, Inc., 18 Commerce Way, Suite 2000, Woburn, MA 01801
Maurice Goulet, Medfield DPW, 55 North Meadows Road, Medfield, MA 02052
Medfield Board of Health, 459 Main Street, Medfield, MA 02052



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Central Regional Office • 8 New Bond Street, Worcester MA 01606 • 508-792-7650

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

RECEIVED

APR 01 2019

MEDFIELD SELECTMEN

March 29, 2019

Michael J. Sullivan
Town Administrator
459 Main Street
Medfield, MA 02052

Re: Medfield – BWR – MA0100978
314 CMR 3.00, Surface Water Discharge
ACOP-CE-18-1N001 - 00004655
Revised Approval of Evaluation and
Compliance Schedule

Dear Mr. Sullivan:

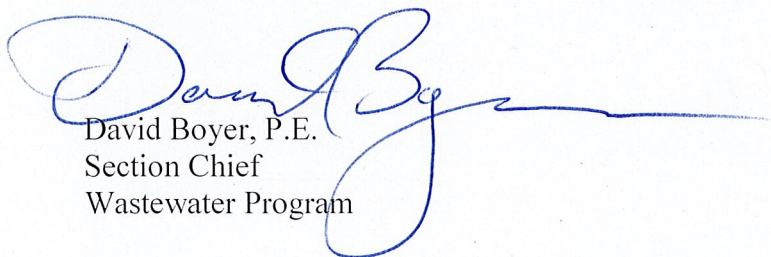
In accordance with Paragraph 8.B. of the above referenced Administrative Consent Order (the "Order"), the town of Medfield submitted a written evaluation of the wastewater treatment facility's ability to meet its seasonal total phosphorus limit of 0.1 mg/l. The town submitted this evaluation on October 1, 2018.

The Massachusetts Department of Environmental Protection ("MassDEP") reviewed the evaluation and approved the evaluation with conditions stated in correspondence dated January 7, 2019. The town requests to modify MassDEP's approval letter seeking an extension to repair the DynaSand® filter unit by July 31, 2019.

MassDEP hereby approves your request. The town shall complete any repairs to the DynaSand® filter unit as recommended by the equipment manufacturer by July 31, 2019. The town shall adhere to this schedule to comply with the Order. Failure to comply with the Order could result in additional enforcement action and/or penalties.

If you should have any questions concerning this matter, please feel free to call me at 508-767-2823.

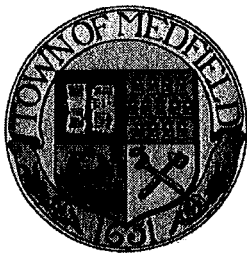
Sincerely,



David Boyer, P.E.
Section Chief
Wastewater Program

Db/hs: acop-ce-18-1n001 evaluation 2 (Medfield)-175

Cc: Kent Nichols, P.E. Weston & Sampson, 5 Centennial Drive, Peabody, MA 01960
Peter Kolokithas, P.E., Weston & Sampson
Maurice Goulet, Director, DPW, 55 North Meadows Rd., Medfield, MA 02052
Douglas Koopman, US EPA Region 1



TOWN OF MEDFIELD

Office of the

BOARD OF APPEALS

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

(508) 906-3027

No. 1363

April 10, 2019

Decision of the Board of Appeals on the petition of: Gary P. Lia

Property owned by: Gary P. & Victoria E. Lia

Location of Property: 55 Elm Street, Medfield, Massachusetts

Norfolk County Registry of Deeds: Book: 28232 Page: 300

Medfield Assessors' Record: Map: 34 Lot: 013

Zoning District: Residential Estate (RE)

RECEIVED
TOWN OF MEDFIELD, MASS
2019 APR 11 P 12:37
OFFICE OF THE
TOWN CLERK

By application dated March 10, 2019 (the "Application"), which was filed with the Board of Appeals on March 13, 2019, Gary P. Lia, 55 Elm Street, Medfield, Massachusetts (the "Applicant") seeks a special permit under MGL Chpt. 40A §10 and/or Medfield Zoning Bylaw §300-16.5(6) for the construction of a single-family dwelling on a lot of more than 80,000 sf. The property is located at 55 Elm Street; Assessors' Map 34 Lot 013; RE Zoning District with Primary Aquifer and Well Protection Overlay (hereinafter the "Property").

Notice of the Application was published in the *Medfield Press* on March 22, 2019 and March 29, 2019 and a public hearing was held on Wednesday, April 10, 2019. Notice of the Application and hearing was provided to the Applicant, to abutters, to appropriate Town boards and officials and to the planning boards of abutting towns. The minutes of the public hearing are available at Town Hall and on the Town website and are incorporated by reference into this decision.

FINDINGS OF FACT

Based on the evidence presented at the hearing, the Board makes the following Findings of Fact:

1. The Property known as "Holiday Farm" and is situated at 55 Elm Street, Medfield, Massachusetts and is shown on Assessors' Map 34, Lot 013 in the RE Zoning District.
2. The Medfield Planning Board endorsed an Approval Not Required (ANR) plan on October 10, 2018 for the purpose of creating one additional Lot. The Planning Board opined that the new Lot is currently considered unbuildable as it will require relief from the Zoning Board of Appeals for the common driveway and pool.
3. ZBA Decision No. 1357 was issued February 14, 2019 for the use of the existing driveway as a common drive for the existing lot and the newly created ANR lot and a special permit for the proposed new side lot line setback from the existing in-ground swimming pool.
4. A revised Approval Not Required (ANR) plan was endorsed by the Medfield Planning Board on March 18, 2019 in accordance with the common driveway and pool setback relief granted from the ZBA.
5. Plan of Record: Proposed Single Family Dwelling House Location Plan, 55 Elm Street, Medfield; Prepared for Gary P. and Victoria E. Lia; Prepared by L.A.L. Engineering Group; Date: February 25, 2019; Scale 1" = 40'.
6. The new house will be connected to Town water with a new private 5-bedroom septic system.
7. Elm Street is an improved public way. The Property is surrounded by single family residential dwellings on lots of at least two acres.

OPINION

According to the Zoning Bylaw, Section 300-16.8.A(1), construction of a single-family dwelling in Zone 1 with on-site septic system on a lot of more than 80,000 square feet may be permitted in the Aquifer Protection District by special permit from the Board of Appeals in accordance with Section 14.

Under §300-14.10.E of the Bylaw, “the Board of Appeals may grant a special permit if it concludes that such a permit is warranted by the application and the evidence produced at the public hearing, and if it makes the following specific findings of fact”:

§300-14.10.E(1): The proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking. The Board finds that the proposed use is consistent with the other uses in the zoning district, will not result in a public hazard and will result in little increased parking or traffic.

§300-14.10.E(2): The proposed use will not have any adverse effect on property values in the neighborhood. The Board has received no evidence to indicate that the proposed use would have any adverse effect upon property values or otherwise adversely affect the neighborhood. The proposal is for the construction of a new 5-bedroom single family dwelling. Accordingly, the Board finds that the proposed use will not have any adverse effect on property values in the neighborhood.

§300-14.10.E(3): The proposed use is architecturally and aesthetically consistent with other structures in the neighborhood. Taking into consideration the existing structures in the neighborhood and the fact that the proposed dwelling will be of a similar style, the Board finds that the proposed structures will be architecturally and aesthetically consistent with other structures in the neighborhood.

§300-14.10.E(4): The proposed use will not create any hazard to public safety or health in the neighborhood. Given that the Application is consistent with the purpose of the RE zoning district, the Board finds that the proposed dwelling with 5-bedroom septic system will not create any hazard to public safety or health in the neighborhood.

§300-14.10.E(5): The proposed use will not create any danger of pollution to public or private water facilities. The proposed dwelling will be connected to town water and over 1,500' from the nearest municipal well. New private septic systems will be installed and be approved by the Medfield Board of Health. Accordingly, the Board finds

that the proposed dwellings will not create a danger of pollution to public or private water facilities.

§300-14.10.E(6): The methods of drainage at the proposed site are adequate. There is no evidence of existing drainage problems at the site and the dwellings will be constructed so as not to allow any off-site runoff. Accordingly, the Board finds that the methods of drainage at the Property are adequate.

§300-14.10.E(7): If public sewerage is not provided, plans for on-site sewerage disposal systems are adequate and have been approved by the Board of Health. The new dwelling will be connected to newly-constructed septic system to be approved by the Board of Health.

§300-14.10.E(8): That no excessive noise, light or odor shall be emitted. The proposed dwellings are consistent with the existing single-family residential use. Accordingly, the Board finds that no excessive noise, light or odor will be emitted by the proposed use.

§300-14.10.E(9): That no nuisance will be created. The Board finds that the proposed use will not create a nuisance based upon our findings above.

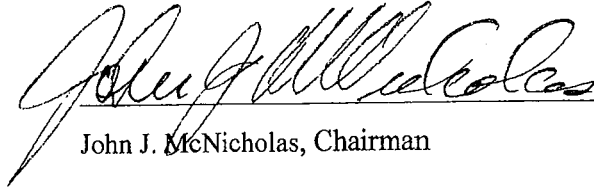
§300-14.10.E(10): There is an adequate supply of potable water approved by the Board of Health or the Water and Sewer Board. As the proposed dwellings will be connected to the Town water system, the Board finds that there is an adequate supply of potable water.

DECISION

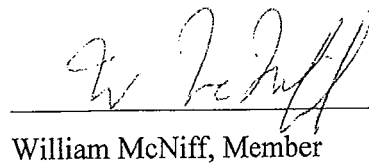
As requested by the Application of Gary P. Lia, the Board grants a Special Permit for the construction of a single-family dwelling on a lot of more than 80,000 sf. in the Aquifer Protection District. The Special Permit shall be effective upon approval of the on-site sewerage disposal system by the Board of Health.

THIS DECISION WAS UNANIMOUS.

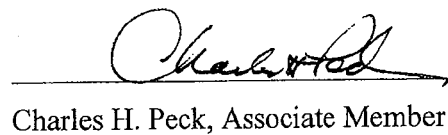
MEDFIELD ZONING BOARD OF APPEALS



John J. McNicholas, Chairman



William McNiff, Member



Charles H. Peck, Associate Member

MICHAEL W. WHITCHER, MEMBER, JARED GUSTAFSON, ASSOCIATE MEMBER, AND JARED SPINELLI, ASSOCIATE MEMBER DID NOT SIT ON THE BOARD AT THE PUBLIC HEARING CONCERNING THIS MATTER NOR DID THEY PARTICIPATE IN THE DELIBERATIONS OF THE BOARD OR IN THIS DECISION.

APPEALS FROM THIS DECISION, IF ANY, SHOULD BE MADE PURSUANT TO GENERAL LAWS, CHAPTER 40 A, §17, AND SHALL BE FILED WITHIN 20 DAYS AFTER THE DATE OF FILING OF THIS DECISION IN THE OFFICE OF THE TOWN CLERK

Verizon New England Inc.

**Condensed Financial Statements (Unaudited)
As of December 31, 2018
and for the year then ended
With Financial Statements Certification**

Verizon New England Inc.

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Condensed Financial Statements Certification	2
Condensed Statement of Income and Comprehensive Income For the year ended December 31, 2018.....	3
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Verizon New England Inc.

CERTIFICATION

I hereby certify that I have examined this report and that all statements of fact contained therein are true, complete, and correct to the best of my knowledge, and that nothing material has occurred that would require further explanation.

Tracy Krause
Signature

Controller Verizon New England Inc.
Title

Tracy Krause
Printed Name of Signer

March 26, 2019
Date Signed

Peter Kwan
Signature

Executive Director - Corporate Accounting,
Verizon Communications Inc.
Title

Peter Kwan
Printed Name of Signer

MAR 26, 2019
Date Signed

Verizon New England Inc.

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(Unaudited)

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Verizon New England Inc.

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(Unaudited)

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Accumulated deficit		<u>(1,828)</u>
Total shareowner's investment		<u>885</u>
Total liabilities and shareowner's investment	\$	<u>4,557</u>

**CTV FORM 200
FINANCIAL BALANCE SHEET**

Reporting Entity: Verizon New England Inc.	Current	Prior
Franchises Served: 114	Year	Year
Year Ending: December 31, 2018	2019	2018

See attached Verizon New England Inc., Condensed
Financial Statements.

ASSETS

<u>Current Assets</u>			
200	Cash and Equivalents		
210	Accounts Receivable, Less Allowances		
220	Inventory		
230	Prepaid Expenses		
240	Other Current Assets		
250	Total Current Assets		
<u>Fixed Operating Assets</u>			
260	Land		
270	Buildings		
280	Headend Equipment		
290	Trunk and Distribution Equipment		
300	Subscriber Devices		
310	Other Fixed Operating Assets		
320	Construction Work in Progress		
330	Total Fixed Operating Assets		
340	Accumulated Depreciation		
	Net Fixed Operating Assets		
<u>Other Operating Assets</u>			
350	Franchise Acquisition Costs		
360	Excess Fair Value		
370	Goodwill		
380	Other Intangible Assets		
390	Total Other Assets		
400	Accumulated Amortization		
	Net Other Assets		
410	Total Net Assets		

April 2019

CTV FORM 200
FINANCIAL BALANCE SHEET

Reporting Entity: Verizon New England Inc.	Current	Prior
Franchises Served: 114	Year	Year
Year Ending: December 31, 2018	2019	2018

See attached Verizon New England Inc., Condensed
Financial Statements.

LIABILITIES AND OWNER'S EQUITY

Current Liabilities

420	Accounts Payable		
430	Subscriber Advance Payments and Deposits		
440	Debt Due within One Year		
450	Current Taxes Payable		
460	Other Current Liabilities		
470	Total Current Liabilities		

Non Current Liabilities

480	Long-Term Debt		
490	Notes Payable		
500	Bonds Payable		
510	Obligation on Capitalized Leases		
520	Deferred Taxes		
530	Other Non Current Liabilities		
540	Total Non Current Liabilities		

Owner's Equity

550	Net Assets due from/to Parent Company		
560	Capital Stock		
570	Retained Earnings - Gross		
580	Accumulated Dividends		
590	Other		
600	Total Owner's Equity		
610	Total Liabilities and Equities		

CTV FORM 400
STATEMENT OF OWNERSHIP

Please provide the following information for each Issuing Authority. Note that communities served by the same legal entity may be aggregated.

- (1) (a) The full legal name of the cable operator's legal entity (corporation or partnership) holding the cable television license.

Name: **Verizon New England Inc.**

- (b) If applicable, the d/b/a or generally used name of the legal entity within the Issuing Authority's community.

Name: **Not applicable**

- (2) The full legal name of the ultimate parent entity/ies which own(s) the corporation or partnership holding the cable license.

Name: **Verizon Communications Inc.**

- (3) The regional office(s) managing the cable licenses in Massachusetts:

Name: **Franchise Service Management**
Street Address: **6 Bowdoin Square, Floor 10**
Municipality, State & Zip Code: **Boston, MA 02114**
Contact Person: **Niall Connors**
Contact Person's Title: **Franchise Service Manager**
Contact Person's Telephone Number: **857-415-5123**

- (4) The corporate office of the ultimate parent entity:

Name: **Verizon Communications Inc.**
Street Address: **140 West Street, Floor 6**
Municipality, State & Zip Code: **New York, NY 10007**
Contact Person: **Monica Azare**

April 2019

Contact Person's Title: **Vice President and Deputy General Counsel**
Contact Person's Telephone Number: **(212) 519-4715**

April 2019



March 30, 2019

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

RECEIVED
APR 03 2019
MEDFIELD SELECTMEN

Re: Acorn TV

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that as of May 2, 2019, the monthly rate for Acorn TV will change from \$4.99 to \$5.99 per month. This price change is due to an increase in programming costs from Acorn TV.

We are notifying customers who currently subscribe to Acorn TV through bill messages.

Please feel free to contact me at 508.884.2326 if you have any questions.

Very truly yours,

Robert F. Sullivan

Robert F. Sullivan, Sr. Manager
Government Affairs



Organized by your Medfield
Department of Public Works

Medfield Clean-Up Days

**Saturday and Sunday
April 27th & 28th**

8:00 am - 3:00 pm

**Days prior to the event, visit the
DPW Office at the Town Hall
459 Main Street for recycled
trash bags and Litter Locations!**



VOLUNTEERS NEEDED!

Take pride in your community and help clean up litter in your neighborhoods, parks, schools, and public buildings.

Bring a Team! Ask friends and co-workers from your office, church, school, clubs, scouts, athletic teams or your neighbors.

A community service opportunity!

**To volunteer: Call the Medfield
DPW office at (508) 906-3003**

