TOWN OF MEDFIELD

POSTED:

RECEIVED
TOWN OF MEDFIELD, MASS
TOWN CLERK
2019 JUL 26 A 11:45
OFFICE OF THE
TOWN CLERK

MEETING NOTICE

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, Chenery Meeting Room, 2nd floor	Tuesday July 30, 2019 @ 7:00 PM

AGENDA (Subject to change)

7:00 PM Call to order
Disclosure of video recording
We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

Citizen Comment

Appointments
7:05 PM Swearing In of Deputy Police Chief Larz Anderson

Discussion of application for *Rosebay at Medfield*

John Thompson; update on state hospital property

Fred Davis and members of the Energy Committee; discuss state hospital carbon footprint; application for a $12,500 Municipal Energy Technical Assistant grant

Action Items
Certificate of appreciation for Pastor Chechiles

Request for lawn mowing at Unitarian Church

Request from Town Administrator and Police Chief to participate in the Tri-County Internship Program

Selectmen are requested to vote to appoint Fire Chief Carrico as Medfield's Emergency Management Director

Town Clerk recommends the appointment of Nathan Bazinet to the Board of Registrars

Selectmen are requested to vote to sign the contract with LeftfieldLLC for Dale Street School Feasibility Study

Selectmen are requested to vote to appoint Michael Quinlan to the MSBA Designer Selection Committee

DPW Director Maurice Goulet requests the Board of Selectmen to vote to sign the following contracts:

Re-Bid SERSG Contract for FY20 Water Sewer Treatment Chemicals
MTC OPS, LLC, Walpole MA; assist the Town to dispose of surplus vehicles and equipment; Town pays12% of each item sold
Environmental Partners Group, Inc., Quincy MA Landfill Monitoring Program, amount $31,800.00
Pare Corp., Foxboro MA; Danielson Pond Dam Study, amount $16,250.00
Inspec Coatings, Inc., Campbell Ohio; Mt Nebo Tank Rehabilitation, amount $513,900.00

Discussion
Board of Health

Pending
Town Administration Evaluation
Town Administrator Goals FY2020

Licenses and Permits (consent agenda)
Medfield Public Library requests using the Town Gazebo on August 10, 1-1:30PM for the Charles River Chorale concert

Owen Hawkins, Manager 7th Wave Brewing, Medfield requests a one-day malt beverage permit for the Brew Moon Hike at Rocky Woods, August 17 6:00-8:00 PM

Medfield High School Football Team requests permission to hold a fundraising car wash behind Town Hall on Sunday August 25, 9AM to Noon

Medfield Student Council requests permission to hold a fundraising car wash behind Town Hall on Saturday September 28, 10AM-2PM

Block Party permit is requested for the Cypress Street neighborhood on Saturday September 14, 2-9 PM; rain date Sunday September 15

Kathy and Abe Schickel request permission to hold the 7th Annual Run Like A Maverick 5k on Sunday May 3, 2020. The 5K is held in memory of their daughter Elizabeth who was a Montrose Student and passed away in 2014. Mr. and Mrs. Schickel deeply appreciate the support of the Medfield Community through the years

Town Administrator Update

Review Board of Selectmen Action List

Selectmen Report

RECEIVED
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Informational

Letter from Department of Housing and Community Development confirming the proposed LIP project *Aura at Medfield* has been approved (American Legion building site)

Notice from Secretary of the Interior Medfield receiving Payment in Lieu of Taxes (PILT), amount $1,284
Copy of ZBA public hearing notices for August 14 and August 15
Copy of Medfield Conservation Commission Legal Notice for August 1 meeting, subject maintenance of stone wall at Bakers Pond
Copy of letter to Building Commissioner from Insurance Services Office, Inc.
Letter from Norfolk County Sheriff Jerome McDermott regarding inmate community service
Letter from MAPC regarding annual Municipal Elections
Notice from Norfolk County regarding Medfield's tax levy
Copy of letter from Kleinfelder Inc. (environmental) regarding Cumberland Farms final inspection and completion statement
Copies of correspondence between Bishop Lane residents and Appalachian Mountain Club regarding Bay Circuit Trail
Thank you letter from resident for assistance at the Transfer Station

Next meeting dates

Tuesday August 13
Thursday August 29
Tuesday September 3

E. Clark
7-26-19

RECEIVED
TOWN OF MEDFIELD, MASS
2019 JUL 26 A 11:46
OFFICE OF THE
TOWN CLERK

Gmail by Google

Evelyn Clarke <eclarke@medfield.net>

Submission for BoS Meeting

1 message

Fred Davis <fdavis@tiac.net> Thu, Jul 25, 2019 at 9:58 AM
To: Evelyn Clarke <eclarke@medfield.net>
Cc: Osler Peterson <osler.peterson@verizon.net>

Hello Evelyn --

On behalf of Medfield Energy Committee's Subcommittee on the MSH Redevelopment, I would like to submit the attached letter for inclusion in the packet for the next Board of Selectmen meeting.

We may also need a few minutes on the agenda to discuss a related matter, applying for a $12,500 Municipal Energy Technical Assistance Grant from the Department of Energy Resources, to hire a consultant to help guide Medfield Energy Committee and the Town in investigating the opportunity for making the MSH redevelopment a low-carbon / low-energy project. We would need sign-off from BoS on the application form.

Please let me know if this meets your requirements.

I don't do this often, so would you please advise receipt?

Thank you very much.

-- Fred Davis

2019 07 25 MEC ltr to BoS re MSH draft.doc
15K

From Medfield Energy Committee members regarding MSH Carbon Footprint 7/25/19

Dear Selectmen --

The Medfield Energy Committee (MEC) started in 2008 with a mission to reduce our municipal buildings' energy use and thus save the town money and reduce its contributions to climate change. Since then the MEC has worked on projects that have reduced the energy costs in Medfield from $1.2M in 2008 to $670K in 2017, a 44% reduction. We continue to implement additional projects, including the recently completed street light conversion to LEDs. The MEC has additional projects that we are working on and we are also looking at future projects that the Town will undertake and how we might reduce future energy consumption, and the Town's carbon footprint.

Given its sheer scope, the redevelopment of the former Medfield State Hospital (MSH) property represents a unique opportunity for the town to make a significant positive impact on its future energy consumption and carbon-footprint. Furthermore, it is becoming increasingly more practical and less expensive to achieve such an impact.

- The methods, feasibility, and the costs of constructing/reconstructing to low-carbon standards have all come a long way in the last couple of years. The MEC is aware of other major developments going on right now (e.g. Somerville, Belmont, Newton) where "Passive House" and other such low-carbon standards are being incorporated. New studies are showing that the incremental costs to achieve such standards have diminished dramatically.
- Eversource is eager to provide significant assistance, as are agencies such as DOER, Mass-CEC, MCAN, MAPC.
- Some major developers have recently "become educated" and are right now incorporating these types of building standards into their major new developments nearby.

This letter is meant to make Medfield's Board of Selectmen aware of the MEC's ongoing activities and insights in this area and request that the BoS engage with the MEC as it proceeds with the development of the MHS site.

Sincerely,

Medfield Energy Committee members:

Fred Davis
Cynthia Greene
Marie Zack Nolan
Paul Fechtelkotter

Other Team members:

Jim Nail
Fritz Fleischmann
David F. Temple
Alec Stevens
David Stephenson (former Medfielder)

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES

JUDITH F. JUDSON, COMMISSIONER

100 Cambridge Street, Suite 1020
Boston, MA 02114

DOER
Massachusetts Department of Energy Resources

Program Opportunity Notice (PON)

Document Title: Municipal Energy Technical Assistance Grant Program

COMMBUYS Bid Number: BD-19-1041-ENE01-ENE01-41042

Agency Document Number: PON-ENE-2019-008

Issued June 17, 2019

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

Municipal Energy Technical Assistance Grants

June 2019

PON-ENE-2019-008

GRANT APPLICATION

BACKGROUND

Municipal Energy Technical Assistance Grants are Grants that provide funding to independent third parties to aid municipalities, regional school districts, municipal light plants, or water/wastewater districts in the study, negotiation, development and/or management of clean energy projects. The grants (Grants) are offered on an annual basis, provided that funding is made available. The amount of available funding, for future grant rounds may vary. The cumulative total of actual awards depends upon the number of applications received, their eligibility and the funding allocation available for this Grant program.

An applicant may receive a Grant of up to twelve thousand five hundred dollars ($12,500) for Municipal Energy Technical Assistance, except for the zero energy and zero ready assessments, and microgrid evaluations, where the maximum allowable Grant amount is five thousand dollars ($5,000). Zero energy and zero-ready integrated design services are eligible for the maximum Grant in the amount of twelve thousand five hundred dollars ($12,500).

AWARD

Funding will be provided by the Department of Energy Resources (DOER). The budget for this grant program is two hundred and fifty thousand dollars ($250,000). The budget may be increased or decreased at the sole discretion of the DOER

ELIGIBILITY

The DOER Green Communities Division is making available, Municipal Energy Technical Assistance (META) Grants to **ALL** 351 Massachusetts municipalities, regardless of Green Community designation status, **IN ADDITION** all regional school districts, water/wastewater districts and municipal light plants are also eligible to apply for grants under this PON.

- Previous Green Communities Division Technical Assistance Grant[1] recipients must have **completed all aspects of their previous grants, including all reporting, in order to apply for this current opportunity. Preference will be given to applicants that have not received META awards previously.**
- All Grant-funded projects must be completed by May 31, 2021. Funds not expended by then will be forfeited
- All applicants may apply for META Grants that meet the eligibility requirements specified in the application for the project types listed in Section A.

APPLICATIONS & AWARDS

Applications may be submitted commencing at 9 AM August 1, 2019 and closing at 5 PM August 1, 2019. Any applications received prior to or after the above dates and times will be rejected

- Applications must contain, at a minimum, the information requested in the application. The DOER will communicate to an applicant if an application is incomplete and provide the applicant the option of providing additional information. If the applicant chooses not to provide additional information the DOER will reject the application as incomplete.
- **Applications will be reviewed, and awards made based on the order in which complete applications are received until all available funds are disbursed. Applicants will be notified that their application was received.** ***NOTE:*** In order to be deemed complete, an application **MUST** contain the required signature in Attachment B (Certification of Application), the attachments containing all the required information requested under Eligibility Requirements below as applicable, and all information requested in Attachment A (Project Summary).

ASKING QUESTIONS

This Program Opportunity Notice (PON) is being conducted under 815 CMR 2.00, has been distributed electronically using COMMBUYS, the Commonwealth's official procurement record system (http://www.commbuys.com). The project name is the Municipal Energy Technical Assistance Grant Program (META) and the project number is PON-ENE-2019-008. Correspondence to the DOER should include this project number as well as the title. All notifications and amendments to this PON will be posted on COMMBUYS. It is the responsibility of every potential respondent to check COMMBUYS for any addenda or modifications to a PON to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to respondents who fail to check for amended PONs or submit inadequate or incorrect responses.

Respondents may not alter PON language or any PON component files. Those submitting a proposal must respond in accordance to the PON directions and complete only those sections that prompt a respondent for a response. Modifications to the body of this PON, specifications, terms and conditions, or which change the intent of this PON are prohibited. Any unauthorized alterations will disqualify a response.

[1] This includes both Owner's Agent Technical Assistance (OATA) grants last offered in 2014 and META grants offered 2015-2018

All proposals and information submitted in response to this PON are subject to the Commonwealth of Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7 and Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

- This application is available as PON-ENE-2019-0XX on COMMBUYS (as a "Bid.")
- All questions must be submitted by 5 PM on July 17, 2019 to COMMBUYS
- All answers shall be posted by 5PM on July 19, 2019 to COMMBUYS
- To find an item on COMMBUYS: log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The "Bid Q&A" button allows Bidders access to the Bid Q&A page.
- To submit an application, see the Instructions on page 13

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APPLICANT INFORMATION

Municipality/Regional School District/Water or Wastewater District/ /Municipal Light Plant (in MA)	Street Address
City/Town	Zip code
CEO Name	CEO Title
Grant Point of Contact	Title
Telephone	Email

A) MUNICIPAL ENERGY TECHNICAL ASSISTANCE PROJECT TYPE

Please check the appropriate box

☐ Municipal solar PV systems no less than 15 kW in size on property owned by a municipality

☐ Net metering agreements for projects no less than 15 kW in size on property not owned by the applicant

☐ Community shared solar (CSS)

- ☐ An assessment to explore a community shared solar system on private or public
- ☐ property
- Development of a community shared solar system on private or public property

☐ Energy savings performance contract

☐ Evaluation of potential microgrid systems

☐ Investigation clean energy resiliency opportunities at critical municipal facilities

☐ Evaluation of storage opportunities for public facilities with high demand charges and/or paired with municipally owned solar PV

☐ Audit of Oil, Propane or Electric Heated Building[2] (Must meet ASHRAE Level 2 or equivalent standard)
NOTE: Only for municipalities in Municipal Light territories that do not have access to MassSave audits

[2] See circular figure at the bottom of this webpage: http://www.ashrae.org/resources--publications/bookstore/procedures-for-commercial-building-energy-audits to better understand ASHRAE Energy Audit Levels.

☐ New high-performance building assistance

- ☐ An assessment for the municipality to consider a zero energy ready, zero energy and/or passive (PHI or PHIUS)building for the construction of a new municipal building
- ☐ Zero energy ready, zero energy or passive (PHI or PHIUS) building integrated design services

☐ Energy efficiency technical assessments of processes at public water supply and wastewater treatment facilities

☐ Technical assistance for developing engineering drawings and/or bid specifications to develop clean energy procurement documents

☐ Heating system conversion engineering study and/or bid specifications

- ☐ Conversion of heating system type – boiler or furnace along with controls and distribution system – to a more efficient type (e.g. steam to hot water, or combined heat and power)
- ☐ Conversion to clean burning efficient biomass or wood pellet or chips fueled heating system
- ☐ Conversion to high-efficiency heat pump system (air, water or ground sourced)
- ☐ Addition of a solar water collector to supplement domestic hot water and/or space heating (either stand-alone or in combination with one of the above heating systems)
- ☐ Conversion to water or wastewater source heat pumps

☐ A qualifying study to determine efficacy and scope of building retro-commissioning, for municipal facilities over 20,000 square feet, including:

- ☐ Utility data review
- ☐ Building management system performance review
- ☐ Specification development for retro-commissioning project

NOTE: Applicants are highly encouraged to use META grants to procure consulting/engineering services of vendors on statewide contract PRF62. Click here to access vendor list and user guide.

ELIGIBILITY REQUIREMENTS

All applications must meet the following requirements to be eligible for META. All required documentation must be provided to confirm eligibility for all projects listed under Section A.

☐ For municipal solar PV projects, a site assessment must be provided. Please **attach a feasibility study or site assessment for the site.** A study or assessment must, at a minimum, include the following:

- Roof-mounted systems
  - Evidence that the roof has a twenty (20)-year life span
  - Visuals that demonstrate limited HVAC equipment on the roof and no trees that could cause shading
  - Visuals that demonstrate the roof is either flat or south facing.
  - ***NOTE:*** META services may be used to confirm a roof is structurally sound to support the additional load of a solar PV system
- Ground-mounted systems
  - Visuals that demonstrate there is no shading (buildings, structures, trees). Noting that trees will be removed is not acceptable and such proposals will be ineligible for META. (Please note that the DOER's Ground Mounted Solar PV Guide discourages installation of ground-mounted solar in "locations that require significant tree cutting, because of the important water management, cooling and climate benefits trees have.")
  - Visuals that demonstrate there are utility lines nearby. Please mark utility lines clearly on your documents
  - Visuals that demonstrate the site is either flat, or if sloping, that the system will face south

☐ For net metering agreements on property not owned by the applicant, please attach:

- Price quotes and scope from the proposed consultant
- Whether targeted sites are known at this time. If so, please also attach:
- Feasibility study or site assessment for targeted sites
- All documentation required above for Municipal Solar PV projects, except that visuals demonstrating that utility lines are nearby are not required

☐ For community shared solar (CSS) assessment projects, please attach:

- Letters of expression of interest from at least five utility customers in the community
- A letter from a solar industry representative familiar with CSS documenting a conversation it has had with the community

☐ For community shared solar (CSS) development projects on private or public property, please attach:

- Site assessment. (Google Earth maps or http://pvwatts.nrel.gov/ can provide assessment information.)
- Outline of the business/ownership model
- Assessment of community interest.

- Letters of commitment from at least five CSS participants
- A feasibility study or site assessment for the identified site. The study or assessment must, at a minimum, include the information required for a Municipal Solar PV system noted above

- *See Community Shared Solar: Review and Recommendations for Massachusetts Models*
- *See Community Shared Solar: Implementation Guidelines for Massachusetts Communities*

☐ For energy savings performance contracts, a solicitation for an Energy Services Company (ESCO) must have been issued for each affected municipality and/or public entity, and solicitations must be filed with the DOER per M.G.L. ch.25A. **For each affected municipality or public entity, please specify the date the procurement was issued for selection of the ESCO vendor:** _____

For each affected municipality or public entity, please specify the date of acknowledgement of receipt from DOER of the "Notice of EMS Procurement" per M.G.L ch. 25A:

☐ For evaluation of potential microgrid systems, please attach:
- Price quotes and scope from the proposed consultant
- Whether or not targeted sites are known at this time. If so, please describe

☐ For investigation of clean energy resiliency opportunities at critical municipal facilities, please attach:
- Approximate number of people served by the facility on a daily basis
- Approximate number of people served by the facility during an emergency
- Existing distributed generation and/or backup infrastructure (type and capacity)

☐ For investigation of storage opportunities at public facilities, please attach:
- Annual energy consumption of facility
- A copy of a recent bill showing demand charges
- Interval data for the proposed facility (if exists)
- If paired with existing municipally owned solar PV, identify system location and size
- If paired with new solar PV, all documentation required above for Municipal Solar PV projects

☐ For an audit of oil, propane or electric Heated Building[4] (must meet ASHRAE Level 2 or equivalent standard), please attach:
- Documentation that facility is within a Municipal Light territory not served by MassSave

☐ For energy efficiency technical assessments of processes at public water supply and wastewater treatment facilities
- Energy efficiency technical assessments MUST conduct an in-depth study for one or more major treatment processes or pieces of equipment. Studies may not focus on typical building energy efficiency measures, such as lighting and heating

[3] See this document : https://www.mass.gov/files/documents/2016/08/nb/audit-recommendations-for-municipalities.pdf to better understand ASHRAE Energy Audit Levels.

META grant funds can be used for up to fifty percent (50%) of assessment for facilities served by utility efficiency programs. Applicants must commit to working with their existing utility efficiency programs if funded with a META grant

☐ For technical assistance for developing engineering drawings and/or bid specifications to develop procurement documents for energy efficiency measure(s), please attach:

- An audit that identifies measure(s) to be implemented, including estimated energy and cost savings

☐ For heating system conversion engineering study and/or bid specifications, the building must have at least one of the following:

- An audit that confirms the building is properly weatherized and insulated, i.e., measures to address the building envelope were not recommended in the audit due to the building being well-sealed. **Please attach a copy of this building audit**
- Documentation that the building has been properly weatherized and insulated within the last five years; this can include invoices for air sealing and insulation. **Please attach a copy of this documentation**
- An audit stating that the building cannot be further insulated without major renovation. For example, brick or masonry buildings cannot add wall insulation without major renovations to add insulation on the interior wall of every room. Attic spaces in these buildings, however, often can be insulated without major renovation and documentation must be shown that these spaces have been weatherized and insulated. **Please attach a copy of this audit**

NOTE: For conversion to water or wastewater source heat pumps, proof of a prior audit or weatherization is not required, but weatherization must be included in the scope of the study as a separate measure, as well as the impact of its implementation on the sizing and design of the water/wastewater source heat pumps.

New High-Performance Building Assistance

☐ For a zero energy ready, zero energy and/or passive (PHI or PHIUS) building feasibility study, please attach:

- Documentation that the governing body (e.g. board of selectman, town council, mayor, school committee), has authorized appropriated funds for a feasibility study for a new building.
- A copy of certified meeting minutes for this authorization
- List of team members including a description of each individual's experience working on passive (PHI or PHUS) and zero energy projects.
- Documentation of the energy use intensity (EUI) expected before incorporating renewables in order to reach design goals (zero energy ready, zero energy or passive (PHI or PHIUS))

☐ For a zero energy ready, zero energy or passive (PHI or PHIUS) building integrated d services, please attach:

- Documentation that the governing body (e.g. board of selectman, town council, mayor, school committee), has authorized appropriated funds for design, engineering and/or construction of a new building

- List of team members including a description of each individual's experience working on passive (PHI or PHUS) and zero energy projects
- Documentation of energy modeling completed assessing design goals (zero energy ready, zero energy and/or passive (PHI or PHIUS.))
- Documentation of the Energy Use Intensity (EUI) expected before incorporating renewables in order to reach design goals (zero energy ready, zero energy or passive (PHI or PHIUS.))
- Evidence of engagement with MassSave Program Administrators New Construction personnel

☐ For a qualifying study to determine efficacy and scope of building retro-commissioning, please attach:

- A brief building description
- Square footage (must be a minimum of 20,000 square feet)
- A general HVAC description (central plant as well as distribution systems for both heating and cooling)
- Controls system description, including brand, age, date of last software update
- A list of major equipment, including number and age of each type
- A brief renovation, retrofit, and equipment replacement history
- Energy Use Intensity of building (kBtu/sf). Priority given to buildings with EUIs between fifty (50) and one hundred and twenty (120)
- Commitment to implement cost-effective retro-commissioning measures identified

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ATTACHMENT A – PROJECT SUMMARY

PLEASE ATTACH A DETAILED SUMMARY OF THE PROJECT, LIMITING YOUR RESPONSE TO NO MORE THAN 3 PAGES.

The following must be included in order for the application to be deemed complete. You must address each bullet:

- Estimated annual clean energy benefits (e.g. kWh saved, MMBtu saved, clean energy kWh generated). If META is being provided to identify the clean energy benefits (audits, for example), those benefits must be reported to the DOER following completion of META services, if awarded;
- Steps completed in the project to date (e.g. town approvals);
- Confirmation that Technical Assistance project will be completed by May 30, 2021;
- Why a third-party municipal energy consultant is critical for your entity to implement this project;
- A discussion of the specific tasks you expect the third-party municipal energy consultant to perform once services are awarded; and,
- Please note in the summary the amount of grant requested:
    - Twelve thousand five hundred dollars ($12,500) , including for integrated design services for zero net energy or zero net-ready new construction;
    - Five thousand dollars $5,000) for a zero energy or zero ready building assessment,
    - Five thousand dollars ($5,000) for evaluation of potential microgrid systems

ATTACHMENT B – CERTIFICATION OF APPLICATION

CERTIFICATION OF APPLICATION

The Certification of Application below must be provided as a ***scanned pdf with signature***.
For joint applications, one certification must be submitted for each municipality.

CERTIFICATION OF APPLICATION

The **Chief Executive Officer** must complete this certification.

I,_____am authorized to execute said Application on behalf of -

_____, the applying municipality, regional school district,

municipal light plant or water/wastewater district.

I verify that the information in the Municipal Energy Technical Assistance Grant Application is true.

_____

[Signature of Chief Executive Officer]

_____

[Title of Chief Executive Officer]

_____

[Date]

NOTE: THE CHIEF EXECUTIVE OFFICER IS DEFINED AS THE MANAGER IN ANY CITY HAVING A MANAGER AND IN ANY TOWN HAVING A CITY FORM OF GOVERNMENT, THE MAYOR IN ANY OTHER CITY, AND THE BOARD OF SELECTMEN IN ANY OTHER TOWN UNLESS SOME OTHER OFFICER OR BODY IS DESIGNATED TO PERFORM THE FUNCTIONS OF A CHIEF EXECUTIVE OFFICER UNDER THE PROVISIONS OF A LOCAL CHARTER OR LAWS HAVING THE FORCE OF A CHARTER.

FOR REGIONAL SCHOOL DISTRICTS, THE CHIEF EXECUTIVE OFFICER IS THE SUPERINTENDENT.

FOR WATER/WASTEWATER DISTRICTS, THE CHIEF EXECUTIVE OFFICER IS THE SUPERINTENDENT.

FOR MUNICIPAL LIGHT PLANTS, THE CHIEF EXECUTIVE OFFICER IS THE GENERAL MANAGER.

INSTRUCTIONS — If you have any problems or questions about the application process, please contact Paul Carey, paul.s.carey@state.ma.us

Getting Started

- Municipalities or other entities submitting an application to the Green Communities Division for the FIRST TIME will need to provide basic information to their Regional Coordinator. Please provide the municipal or entity name, legal address including zip code, and the primary contact name, title, email, and phone number. For municipalities that are Designated Green Communities, provide the name and email of the primary contact who will submit the META grant application to the Regional Coordinator.
- **No paper submission** is required or accepted for the grant application. The process is electronic only.

Application Materials Checklist – ARE YOUR MATERIALS READY?

✓ Begin each of your electronic files with your municipal/entity name followed by wording that makes the content of the file clear – this is **REQUIRED**

✓ META Grant Application (Word or PDF file)

✓ Summary of Project (Attachment A) (Word or PDF file)

✓ Signed Certification of Application (Attachment B) (PDF file)

✓ Supporting Audits, Studies, MOUs, other documentation.

Please only submit once. If you made a mistake, or forgot something, please contact Paul Carey at paul.s.carey@state.ma.us / 617-626-7372.

META Grant Application Process

1. Email the required documents to Paul.S.Carey@state.ma.us
2. You will receive an email indicating receipt of the documents. Determination of the grant award will not occur at this time.

Get Help

Pre-Grant Application Process - Contact your Regional Coordinator
Application Process and Technical Issues - Contact Paul.S.Carey@state.ma.us / 617-626-7372

SERSG Contract Awards
Re-Bid for FY20 Water Sewer Treatment Chemicals

The Board of Selectmen of the Town of Medfield voted at its meeting held on _____, 2019 to award contracts to the bidders listed below under the SERSG DPW Supplies IFB for a twelve month period commencing July 1, 2019. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Town Manager and present them to him for final approval and signature.

	Winning Bidder	Estimated Quantity	Bid Price	Est. Value
1	**Sodium hypochlorite 15% Solution, 5 gal. pails**			
	Roberts Chemical, Attleborough, MA	800	**12.20** per pail	9,760.00
			Total Estimated Value	**$9,760.00**

Signatures

_____

Chair of the Board of Selectmen

_____

_____

_____

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2019-07

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of July 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 MTC OPS, LLC., having a usual place of business at 1531 Washington Street, Walpole, MA 02081, 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.

4. Contract Term: The Contract Term is as follows: August 1, 2019 through September 30, 2021 subject to annual appropriation and pricing from the Contractor.

5. Payment for Work: The Town shall pay 12% (of each surplus item sold) 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.

6. 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.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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)

By: Thomas P. Gallo

Title: MTCOPS LLC owner

Board of Selectmen

_____

_____

_____

Approved as to Form: _____

Mark G. Cerel, Town Attorney

Town of Medfield, MA

_____

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:

Thomas C. Collins
Print Name

MTCOPS LLC owner
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Thomas C Collins, authorized signatory for
name of signatory

MTCOPS LLC, whose
name of contractor

principal place of business is at 1531 Washington St.,

Walpole MA
MTC OPS LLC does hereby certify under the pains and penalties of perjury that
name of contractor has paid all

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

Thomas C. Collins
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

_____

Clerk of Corporation

SEAL

Tom Collins, PWLF

MTC OPS, LLC

FLEET SOLUTIONS

1531 Washington Street
Walpole, MA 02081

Tel. 508-328-2813
mtcopsllc@gmail.com

Agreement

This agreement (the "Agreement") is made and entered into as of July 1, 2019 (the "Effective Date") between the Town of Medfield (the "Town") and Thomas Collins of MTC Ops, LLC (the "Contractor"), (collectively the "Parties").

The Town requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

The Parties therefore agree as follows:

1. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until the Contractor has completed the Services (the "Term").
2. Contractor Services
    a. During the Term, the Town may engage the Contractor to provide the following services as needed (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable):
    b. Contractor shall initiate and oversee the listing and sale of Town's items by online auction.
3. The Town shall provide Contractor with all necessary information for the auction. This includes copies of titles and registrations if applicable, and maintenance records if pertinent.
4. The Town shall provide item to be auctioned in a clean, presentable condition.
5. All sold items shall be picked up Monday through Friday at Medfield Public Works, times by appointment. Point of contact for pickup shall be Javier Hernandez
6. Payment
    a. The work performed by the Contractor shall be performed at the following rate: 12% (Twelve Percent) of the final sale price of each sold item.
    b. The Contractor shall issue an invoice to the Town's Public Works Department on the first day of each month for the auctions ending during the previous month.
    c. The Town shall remit payment to the Contractor within 30 (thirty) days of receipt of funds from the auction company.
7. The Town agrees to hold harmless and indemnify the Contractor from and against any and all liability caused by omission of information by the Town or by misinformation provided by the Town relative to any of Town's items to be auctioned.
8. This Agreement may be amended only by written agreement duly executed by each party (email is acceptable.)

MTCOPSL-01 MWOLF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2019

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 License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200 FAX (A/C, No): (781) 792-3400 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hartford Underwriters Insurance Company — 30104
INSURED MTC OPS LLC 1531 Washington Street Walpole, MA 02081	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		08SBMAD3101	5/13/2019	5/13/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			08SBMAD3101	5/13/2019	5/13/2020	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 additional insured as per contract prior to loss/claim

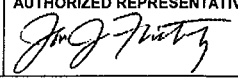
CERTIFICATE HOLDER

Town of Medfield
459 Main Street
Medfield, MA 02052

CANCELLATION

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 FOR FACILITATION CONSULTING SERVICES,
RE: MEDFIELD LANDFILL MONITORING FOR REGULATORY COMPLIANCE

CONTRACT # DPW 2019-04

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of July 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 Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Environmental Partners Group, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

WITNESSED:

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

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable

Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, July 1, 2019 to June 30, 2020. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay $31,800.00 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.

9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of $2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this

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

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

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

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

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

15. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination:

a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

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

18. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

20. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

By: _____

Title: _____

Board of Selectmen

_____

_____

_____

Approved as to Form: _____

Town of Medfield, MA

_____

Mark G. Cerel, Town Attorney

_____

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Paul Gabriel
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Paul Gabriel, authorized signatory for
name of signatory

Environmental Partners Group Inc., whose
name of contractor

principal place of business is at Quincy, MA,

does hereby certify under the pains and penalties of perjury that Environmental Partners Group 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 7-2-19
Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of Environmental Partners, 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~~ Paul Gabriel 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, Paul Gabriel 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 12-6, 2005

Paul Gabriel
Clerk of Corporation
SEAL

ATTACHMENT A

SCOPE OF WORK AND COMPENSATION

Based on DEP's letter of September 29, 2000 and the most recent environmental results, the following recommended scope of work is suggested to comply with regulatory requirements for monitoring through June 2020.

Task 1: Groundwater/Surface Water Monitoring

Under this task two rounds of water sampling will be conducted: one in September/October 2019 and one in March 2020. The water sampling will be from two surface water locations (SW-1 and SW-2) and from ten wells (MW-1, MW-4, MW-4D, MW-5, MW-6, MW-6D, MW-101S, MW-101D, MW-102S, MW-102D). One duplicate sample will also be collected.

In accordance with 310 CMR 19.132(l)(h), water sampling will include those analytes specified in the regulations. Each well will be purged of a minimum of three well volumes before sampling. Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the following analytes:

- Alkalinity
- Nitrate Nitrogen
- Total Dissolved Solids (TDS)
- Chloride
- Chemical Oxygen Demand (COD)
- Sulfate
- Manganese
- Iron
- Cyanide
- Volatile Organic Compounds (VOCs) by EPA Method 8260B
- Filtered Metals - Arsenic; Barium; Cadmium; Chromium; Copper; Lead; Mercury; Selenium; Silver; and Zinc
- 1,4-Dioxane (method detection limit of not greater than 0.3 µg/L)

Samples collected for metals analyses shall be filtered in the laboratory with a 0.45 micron filter: Laboratory testing will also include a duplicate for all parameters and a trip blank for VOCs. In addition to the laboratory analyses, samples will also be collected during the sampling events for field screening of the following parameters: temperature; pH; specific conductance; dissolved oxygen, and static water elevation. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

In accordance with 310 CMR 19.132(l)(h), surface water sampling will include those analytes specified in the regulations. Surface water samples will be collected from the previous two locations: SW-1 and SW-2. Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the same parameters listed for groundwater. In addition to the laboratory analyses, surface water samples will also be collected during the sampling events for field screening of the following parameters: temperature; pH; specific conductance; and dissolved oxygen. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

Task 2: Landfill Gas Monitoring

In accordance with 310 CMR 19.132(4), under this task, fourteen landfill gas probes (SG-101 through SG-111 and SG-103A, SG-103B, and SG-103C) will be sampled on a quarterly basis: in September/October 2019, December 2019, March 2020, and June 2020.

The probes shall be screened for percent oxygen, volatile organic compounds (VOCs), hydrogen sulfide (H_2S), carbon dioxide (CO_2) and the lower explosive limit (LEL) percentage calibrated for methane. If methane gas exists at the gas monitoring wells in concentrations greater than 25% of the LEL, the MA-DEP regional office shall be notified within 24 hours of the reading.

Task 3: Quarterly Monitoring Reports

After the completion of the field sampling, results will be tabulated and analyzed. A letter report will be written on a quarterly basis to summarize the sampling results. This report will be submitted to the Town within a month following the monitoring event.

Task 4: Groundwater and Surface Water Resampling

DEP is requiring that the Town resample groundwater and surface water sample locations if there is an exceedance of the regulatory limits in 310 CMR 19.132(2), as summarized below:

(j) If the concentrations of any of the parameters listed in 310 CMR 19.132(2)(h) exceed the state or federal drinking water standards, Maximum Contaminant Levels (MCLs), Ambient Water Quality Standards for surface water samples established at 314 CMR 4.00: Massachusetts Surface Water Quality Standards, or alternative standards established in a permit;, or guidelines or standards established by a permit, order or authorization issued by the Department for contaminants for which no federal or state standard exists, at any sampling point, the owner or operator shall:

1. *notify the Department within 14 days of the finding; and*
2. *collect, analyze and submit to the Department another round of samples within 60 days of the prior date of sample collection and determine the concentration of all parameters identified in 310 CMR 19.132(2)(h) that were exceeded unless otherwise specified by the Department.*

Based on historical sampling, Environmental Partners has assumed that resampling of groundwater and surface water will be required after the Fall 2019 and Spring 2020 sampling events and that five monitoring wells will be re-sampled for laboratory analysis for 1,4-dioxane and two surface water locations will be resampled for copper and lead.

Environmental Partners has asked DEP if the resampling could be eliminated from the monitoring program, but DEP has indicated that at this time they are requiring that the Town comply with the full monitoring requirements of 310 CMR 19.132. If DEP relaxes the resampling requirement, then this Task will not be performed and the Town will not be invoiced for this work.

Proposed Budget

We propose to conduct Tasks 1, 2 and 3 for a not-to-exceed fee of $28,400. Task 4 Groundwater and Surface Water Resampling will be conducted for a not-to-exceed fee of $4,600 and will only be performed as long as required by DEP. Therefore, the Total Budget for the FY 2020 Landfill Monitoring program is $31,800. This budget is based on our current understanding of the Town's needs, and may be modified after further consultation with the Town.

Assumption and Limitations

1. Groundwater monitoring will be performed at the ten existing wells listed under Task 1. The analysis of groundwater conditions within these wells is consistent with the activities that were performed as part of the development of the Comprehensive Site Assessment that was developed for the site. Following the completion of each groundwater monitoring event, Environmental Partners will assess the monitoring program to determine whether the number of wells included in the monitoring program should be reduced or increased to provide an adequate assessment of groundwater conditions.
2. It is assumed that all groundwater monitoring wells are accessible and in good condition for use. It is further assumed that re-development of wells will not be necessary for suitable samples to be collected.
3. Groundwater monitoring well purge water will be disposed directly to the ground.
4. The scope of services includes all materials, equipment and labor required to complete the environmental monitoring program presented herein. It also includes the preparation of summary letter reports for submittal to the DEP that will outline the activities performed and the results obtained. Two draft copies of the summary letter report will be prepared and submitted to the Town for review. After incorporating any comments, we will issue one final copy to the DEP, and will provide a single final copy of each report to the Town.

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: DANIELSON POND DAM HAZARD POTENTIAL CLASSIFICATION REVIEW

CONTRACT # DPW 2019-05

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of July 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 Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Pare Corporation, of 10 Lincoln Road, Suite 210, Foxboro, MA 02035 (hereinafter referred to as the "Contractor").

WITNESSED:

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

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable

Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, July 30, 2019 to December 31, 2019. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay $16,250.00 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.

9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of $2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this

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

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

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

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

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

15. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination:

a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

17. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Pare Corporation, of 10 Lincoln Road, Suite 210, Foxboro, MA 02035 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

20. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

By: _____
Allen R. Orsi, P.E.
Title: Vice President

Board of Selectmen

_____

_____

_____

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:

Allen R. Orsi, P.E.
Print Name

Vice President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Allen R. Orsi, P.E., Vice President, authorized signatory for
name of signatory

Pare Corporation, whose
name of contractor

principal place of business is at 10 Lincoln Road, Suite 210, Foxboro, MA 02035,

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

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

Signature Date

Engineers | Scientists | Planners

PARECORP.COM

PARE CORPORATION

RESOLUTION

SIGNING AUTHORIZATION

I certify that I, J.Matthew Bellisle, am the Clerk of Pare Corporation, and as an authorized officer of Pare Corporation, I certify that by vote of the Board of Directors during a normally scheduled meeting on January 23, 2019 the following individuals, as officers of the firm, have been authorized to sign contracts and other legally binding documents on behalf of Pare Corporation.

Larry D. Riggs – President
George G. Palmisciano – Senior Vice President
Kenneth DeCosta – Senior Vice President
John P. Shevlin – Senior Vice President
J. Matthew Bellisle - Senior Vice President
Kevin L. Vivieros – Vice President
Carl Adamo – Vice President
Michael Rongione – Vice President
Timothy P. Thies – Vice President
Allen R. Orsi – Vice President

Signature

Date: January 30, 2019

J.Matthew Bellisle
Clerk
Pare Corporation

AFFIX COMPANY SEAL

I, COLLETTE L. GAGNON (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

JANUARY 30, 2019.

My commission expires on: 3/28/2024

AFFIX NOTARY SEAL

10 LINCOLN ROAD, SUITE 210 FOXBORO, MA 02035
T 508.543.1755 F 508.543.1881

8 BLACKSTONE VALLEY PLACE LINCOLN, RI 02865
T 401.334.4100 F 401.334.4108

AGREEMENT

SECTION 00500

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AGREEMENT

SECTION 00500

TOWN OF MEDFIELD, MASSACHUSETTS

MT. NEBO TANK REHABILITATION

THIS AGREEMENT is dated as of the __ day of _____ in the year 2019 by and between the Town of Medfield, Massachusetts, acting by and through its Board of Selectmen, duly authorized therefore, who acts herein solely for said Town and without personal liability to itself, (hereinafter called OWNER) Inspec Coatings, Inc. (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans; said plans are signed and accompany this contract and these specifications, and are intended to complement each other. Any work appearing in or upon the one and not mentioned in the other shall be executed according to the true intent and meaning of said specifications and plans, the same as though the work was contained and described in all and as reasonably implied by the plans.

In general, the work includes exterior abrasive sand blasting and painting the exterior of the tank, exterior grouting, repairing of pitted areas of the interior tank surface, surface preparation, interior spot painting, removing and replacing the finial vent, replacing secondary roof hatch gasket, repairing cover to exterior weir box and all other necessary and incidental appurtenances to complete the work as specified herein.

ARTICLE 2. ENGINEER

The Project has been designed by Environmental Partners Group, Inc., 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIMES

3.1 Time of completion is set at **45 calendar days** from the tank being drained and provided to the Contractor for performance of work.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars ($1,000) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE

The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows:

For unit price items, the extended total resulting from the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal herein referred to as Section 00301 BID FORM dated May 24, 2019. The total of the Bid Proposal accepted by the Town is:

Five Hundred Thirteen Thousand Nine Hundred Dollars and Zero Cents
($513,900.00).

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 For unit price bid items the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal constitutes the extended total for payment. The extended total is the unit price times the quantity indicated. Adjustment of the unit price bid in the proposal will only be considered if the actual quantity is greater than 25% above or below the estimated quantity. For Lump Sum items suitability installed and completed the lump sum amount listed in the accepted bid proposal constitutes the total for payment.

5.2 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, and in accordance with the applicable Massachusetts General Law during construction. All such payments will be measured by the schedule of values established in 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.3 Progress payments will be made in an amount equal to 95 percent of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments

previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 15.01 of the General Conditions.

5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.D.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5 of the General conditions. CONTRACTOR accepts the determination set forth in paragraph SC-5.04 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in 4.03 of the General Conditions. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respected to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing

of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1 Invitation to Bid.

7.2 Instructions to Bidders.

7.3 CONTRACTOR's Bid Proposal.

7.4 This Agreement.

7.5 Exhibits to this Agreement.

7.6 Performance, Payment, and other Bonds.

7.7 General Conditions EJCDC Document C-700, 2013 edition.

7.8 Supplementary Conditions.

7.9 Specifications as listed in table of contents thereof.

7.10 Addenda numbers 1 to 1 , inclusive.

7.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to 3.04 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 Prior to execution of this Contract, the Contractor shall provide the documented direct labor markup to establish the Direct Labor Cost percentage for Change Orders as required in Construction Grant Policy Memorandum No. CG-10. The Direct Labor Cost Percentage is 30 % (to be filled in by the Contractor).

8.6 The contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

8.7 The contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of chapter 151E of the Massachusetts General Laws.

IN WITNESS WHEREOF, the parties hereto have caused these documents to be signed and sealed on the day and year first above written.

_____

CORPORATE SEAL

INSPEC COATINGS, INC.
DELAWARE

By: A Sudacov

Incorporated in the State of DELAWARE

President: ALEXANDRU SUDACOV - A Sudacov

If a Corporation:

Treasurer MICHAEL MAILLIS

Secretary DIANA Sudacova

_____

_____

_____
Medfield Board of Selectmen

_____
Town Administrator

_____
Maurice Goulet, DPW Superintendent

In accordance with M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Board of Selectmen has been authorized to execute the Contract and approve all requisitions and change orders.

_____
Town Accountant

_____
Date

END OF SECTION 00500

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DOCUMENT 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, INSPEC COATINGS, INC., organized under the laws of the State of OHIO, and having a usual place of business in OHIO, as principal, and CAPITOL INDEMNITY CORPORATION organized under the laws of the State of and having a usual place of business in WI, as surety, are holden and stand firmly bound and obligated unto the Town of Medfield, Massachusetts as obligee, in the sum of Five Hundred Thirteen Thousand Nine Hundred Dollars and Zero Cents ($513,900.00) Dollars, lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, and each of us, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has, by means of a written agreement, dated 6/28/19, entered into a contract with the said obligee for the construction of the **Mt. Nebo Tank Rehabilitation** project a copy of which agreement is attached hereto and by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that if the said principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on his part to be kept and performed, during the original term of said contract and any extensions thereof that may be granted by the Town of Medfield, Massachusetts with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

In the event that the work under said contract is abandoned by the principal or is terminated by the Town of Medfield, Massachusetts under the provisions of Sections of said Contract, said surety hereby further agrees that said surety shall, if requested in writing by the Town of Medfield, Massachusetts take such action as is necessary to complete the work under said contract.

And the said surety, for value received, hereby stipulates and agrees that no change in, or extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or to the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3RD day of JULY in the year Two Thousand and Nineteen.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

PRINCIPAL:	**SURETY:**
INSPEC COATINGS, INC.	CAPITOL INDEMNITY CORPORATION
By: [signature]	By: [signature] JO ANN SMITH
(Title) PRESIDENT	(Title) ATTORNEY-IN-FACT

INSPEC COATINGS, INC. DELAWARE

END OF SECTION 00610

DOCUMENT 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, INSPEC COATINGS, INC. organized under the laws of the State of and having a usual place of business in OHIO, as principal, and CAPITOL INDEMNITY CORPORATION, organized under the laws of the State of WI and having a usual place of business in MIDDLETON, WI, as surety, are holden and stand firmly bound unto the Town of Medfield, Massachusetts as obligee, in the sum of Five Hundred Thirteen Thousand Nine Hundred Dollars and Zero Cents ($513,900.00) Dollars lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has, by means of a written agreement, dated 6/28/2019 entered into a contract with the said obligee for the construction of the **Mt. Nebo Tank Rehabilitation,** a copy of which agreement is attached hereto and by reference made a part hereof.

NOW THEREFORE, The conditions of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

IN WITNESS WHEREOF, the above-bounded parties have hereunto set our hands and seals this 3RD day of JULY in the year Two Thousand and Nineteen.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

PRINCIPAL:

INSPEC COATINGS, INC.

By: _____

(Title) PRESIDENT

INSPEC COATINGS, INC. DELAWARE

SURETY:

CAPITOL INDEMNITY CORPORATION

By: _____
JO ANN SMITH

(Title) ATTORNEY-IN-FACT

END OF SECTION 00620

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60132082

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- SARABETH SCOTT; ANTHONY BALZANO; DEBORAH M. ROTH; ----------
---------- KIMBERLY L. SHAFFER; ROSALIE S. SMITH; JOANN SMITH ----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney, for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION

Stephen J. Sills
CEO & President

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3rd day of July, 2019

SEAL

Antonio Celii
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-POA (Rev. 10-2017)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2019

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	CONTACT NAME: Kernan, Brad	
Kernan Insurance Agency, Inc. 9932 Brewster Lane Powell OH 43065	PHONE (A/C, No, Ext): (614)764-0121	FAX (A/C, No): (614)764-0310
	E-MAIL ADDRESS: Certificates@kernaninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Erie Insurance Group	000000
INSURED Inspec Coatings, Inc 464 Sycamore Dr Campbell OH 44405	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	Q39-3050793	03/30/2019	03/30/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	Q03-8030239	03/30/2019	03/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Comp Deduct $500	$ Coll Deduct $500
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	Q08-3080540	03/30/2019	03/30/2020	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	Q39-3050793	03/30/2019	03/30/2020	[ ] PER STATUTE [ ] OTH-ER	Ohio Stop Gap Only
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Town of Medfield, MA and Environmental Partners Group, Inc.,1900 Crown Colony Drive,Suite 402, Quincy, MA ,02169 are additional insured as respects General Liability. Project: Medfield, MA - Mt. Nebo Tank Rehab

CERTIFICATE HOLDER

Town of Medfield, MA
459 Main Street
Medfield MA 02052

Fax: Email:

CANCELLATION

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

Kernan

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LEFTFIELD
THE RIGHT CHOICE IN PROJECT MANAGEMENT

April 30, 2019

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

Re: Dale Street Elementary School
Fee Proposal for Project Management Services

Dear Ms. Trierweiler:

We, at **LEFTFIELD**, look forward to working with the Town of Medfield and the Medfield Public Schools to provide Owner's Project Management (OPM) services in support of the Dale Street Elementary School Project. We have provided a fee proposal for your review for the Feasibility Study/Schematic Design Phase of the Project, which is in line with the $230,000 fee established by the Town in the Project Advertisement.

We are proposing the lump sum fee of $230,000 for the Feasibility Study/Schematic Design Phase of the work, which is shown as a 15-month duration. The fee is based on formally commencing work on June 4, 2019 after approval by MSBA at the June 3, 2019 OPM Review Panel and submitting the Schematic Design Submittal for MSBA Board approval for the August 26, 2020 Board Meeting. If the City wishes to proceed with **LEFTFIELD** for extended basic services for Design Development through Construction to Project Closeout, it is anticipated that we will negotiate the fee for the remainder of the Project prior to the completion of the Schematic Design Phase when the Project Scope is fully known so the Total Project Budget can be established.

We intend to bill monthly at the lump sum rates shown in the Feasibility Study/Schematic Design Fee Proposal Schedule provided below. The monthly costs have been proportionally allocated over the established duration and will reasonably cover the expected level of effort. The scope of OPM services for the Project is as defined by Article 8 - Basic Services in the MSBA Contract for Project Management Services. We take no exceptions to the scope of services required or to the contract language as a whole.

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this 30th (day) day of April (month) in the year 2019 (year) between the Town of Medfield (Owner), Town House, 459 Main Street (street), Medfield (City), Massachusetts (State), 02052 (Zip Code) hereinafter called "the Owner" and LeftField, LLC (Owner's Project Manager)

225 Franklin Street, 26th Floor (street), Boston (city), Massachusetts (State), 02110 (Zip Code) hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein at the Dale Street School located at 45 Adams Street in Medfield, MA. The Dale Street School is an elementary school that houses grades 4 and 5. The Project's Feasibility Study will determine if a grade reconfiguration will be implemented to include grades 3-5 or if the current grade configuration of grades 4-5 will remain. Renovation of the existing school, additions and renovations to the existing school and new construction will all be explored during he Feasibility Study to determine the best option to meet the educational needs most appropriately and efficiently. (name/description of Project)

The Owner's Project Manager is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Owner's Project Manager may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager. If the Owner elects to construct the project pursuant to G.L. c. 149, the amendment to this Contract shall include the Authority's Base OPM Contract Amendment for DBB for Basic Services required for the design-bid-build construction delivery method. If the Owner elects to construct the project pursuant to G.L. c. 149A, the amendment to this Contract shall include the insertion of the Authority's Base OPM Contract Amendment for CM at Risk, for Basic Services required for the CM at Risk construction delivery method.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, the Owner's Project Manager shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

OWNER	OWNER'S PROJECT MANAGER
Michael Marcucci	James F. Rogers
(print name)	(print name)
Board of Selectman - Chairman	Principal
(print title)	(print title)
By _____ (signature and seal)	By _____ (signature)
Date April 30, 2019	Date April 30, 2019
	(Attach Certificate of Vote of Authorization)

Feasibility Study Fee Proposal

Payment #	Month	Fee Amount	
1	Jun-19	$ 15,300	
2	Jul-19	$ 15,300	
3	Aug-19	$ 15,300	
4	Sept-19	$ 15,300	
5	Oct-19	$ 15,300	(10-11-19 PDP Submission)
6	Nov-19	$ 15,300	
7	Dec-19	$ 15,300	
8	Jan-20	$ 15,300	(1-2-19 PSR Submission)
	Feasibility Study Phase Total:	**$122,400**	

Schematic Design Fee Proposal

9	Feb-20	$ 15,350	(02-12-20 PSR Board Action)
10	Mar-20	$ 15,350	
11	Apr-20	$ 15,400	
12	May-20	$ 15,400	
13	Jun-20	$ 15,400	
14	Jul-20	$ 15,350	(7-9-20 SD Submission)
15	Aug-20	$ 15,350	(8-26-29 SD Board Action)
	Schematic Design Phase Total:	**$107,600**	

Total Feasibility Study/ Schematic Design Phase OPM Services: $230,000

Additional Services

Extra Services are as defined in Article 9 of the Contract. **LEFTFIELD**'s hourly rates, which may be adjusted annually in January of each year, are as follows:

Personnel	Hourly Rate
Principal:	$235/hr.
Project Executive/Project Director:	$230/hr.
Project Manager:	$150/hr.
MEP Analysist	$145/hr.
Assistant Project Manager:	$110/hr.
Project Site Representative:	$125/hr.
Administrative Coordinator:	$85/hr.

The Owners Project Manager shall be reimbursed for all other additional costs, including but not limited to consultant and subcontractor costs, at cost plus ten percent (10%). No additional services will be provided without written authorization in advance of the work.

Reimbursable Expenses
All reimbursable expenses (i.e. communication, printing, travel, ordinary office supplies) are included in the above lump sum prices.

We look forward to work with the Town of Medfield and the Medfield Public Schools.

Sincerely,

James F. Rogers, Jr.

LEFTFIELD
Principal

Gmail by Google

Evelyn Clarke <eclarke@medfield.net>

Registrars of Voters (Board of Registrars)

1 message

tenizab <tenizab@gmail.com> Fri, Jul 12, 2019 at 2:21 PM
To: Gus Murby <gmurby@earthlink.net>, selectmanmarcucci@gmail.com, osler.peterson@verizon.net
Cc: eclarke@medfield.net, cmayer@medfield.net

Dear Board of Selectmen,

I am writing today to request appointment, representing the Republican Party, to the Registrars of Voters of the Town of Medfield in view of William Gallagher's intent to step down after many years of dutiful service.

Being an active community participant in Medfield as Member of the Safety Committee, Justice of the Peace, and Volunteer in the Office of the Town Clerk, and, as an active participant in meetings of the Medfield Republican Town Committee and having served as an elected Delegate from Medfield to the 2018 Massachusetts Republican State Convention, appointment as Registrar of Voters is an excellent opportunity for the Town to make use of the considerable time and enthusiasm I would very much devote to the voters, future voters, and residents of the Town.

My education, which includes political science studies with honors at Tulane University in New Orleans, LA, and, the achievement of the Eagle Scout award in my youth, are among the experiences that will serve me well as to understanding voter registration and ballot processes, and also inform my sense of active citizenship in the community.

Thank you for your consideration.

Yours sincerely,

Nathan Bazinet
30 Oriole Rd, Medfield, MA 02052

Gmail by Google

Evelyn Clarke <eclarke@medfield.net>

book gazebo for August 10th 1-1:30 p.m.

1 message

Bri Ozanne <bozanne@minlib.net>
To: eclarke@medfield.net

Wed, Jul 24, 2019 at 3:50 PM

Hi Evelyn,
This is Bri Ozanne over at the library. I was wondering if it would be possible to book the gazebo for August 10th from 1p.m. until 1:30, please? We have the Charles River Chorale coming to do a 20 minute concert.

Thank you so much!

Bri
--
Bri Ozanne
Adult Services and Programming
Medfield Public Library | 468 Main Street, Medfield, MA 02052
(508) 359-4544 | bozanne@minlib.net

Gmail

Evelyn Clarke <eclarke@medfield.net>

Brew Moon hike one day liquor licence for August 17th

1 message

Owen Hawkins <owen@7thwavebrewing.com>
To: eclarke@medfield.net

Sun, Jun 30, 2019 at 8:07 PM

Hello Evelyn, we would like to apply for a one day pouring permit/liquor license for the Brew Moon Hike at Rocky Woods on August 17th. We will be serving 7th Wave Brewing beer to those that have paid to participate in the hike and show proof that they are over 21. We will be serving beer between 6:00 pm and 8:00 pm.

Please let me know if you have any questions,

Thank you,
Owen

--
Owen Hawkins
7th Wave Brewing
120 N Meadows Rd
Medfield, MA 02052

617-909-5581.

Susan F. Cosolito
1 Tannery Rd.
Medfield, MA 02052
508-496-3837
susancosolito@gmail.com

July 19, 2019

Evelyn Clarke
Town of Medfield
Board of Selectmen
Medfield, MA 02052

Dear Evelyn,

The Medfield High School Football team would like to request the date of Sunday, August 25, 2019 to hold a car wash in the Town Hall parking lot. They would like to request the hours of 9:00 am - 12:00 pm.

We look forward to hearing from you after the Board of Selectmen meeting on 7/30/19.

Thank you!

Regards,

Susan F. Cosolito

High School Student Council requests permission to hold fundraising car wash behind Town Hall on Saturday September 28, 2019 10AM – 2PM

Gmail by Google

Evelyn Clarke <eclarke@medfield.net>

Block Party Permit Request

1 message

Heather Briggs <hwbriggs@gmail.com>
To: EClarke@medfield.net

Thu, Jul 18, 2019 at 9:28 AM

Hi Evelyn,

I am sending this email to you to request a Block Party Permit. We are looking to have a Block Party in our neighborhood (Cypress Street) on Saturday, September 14, 2-9pm with a rain date of Sunday, September 15th 2-9pm.

Should you need any additional information, please let me know.

Thank you,
Heather Briggs

Sent from my iPhone

Gmail by Google

Evelyn Clarke <eclarke@medfield.net>

Maverick 5K

1 message

Kathy Schickel <kathyschickel@yahoo.com>
To: Evelyn Clarke <eclarke@medfield.net>

Mon, Jul 22, 2019 at 1:31 PM

Hi Evelyn,
It's that time of year again that we start planning for next years events. Thank you for sending this to the meeting for us.

Kathy Schickel <kathyschickel@yahoo.com>
To: Evelyn Clarke <eclarke@medfield.net>

Mon, Jul 22, 2019 at 7:37 PM

Dear Selectmen and Chief Guerette

Thank you for allowing us to hold our 6th Annual Run Like a Maverick 5K in Medfield this past May. The morning was a success with over 300 runners and another 75 volunteering or stopping by for our Pancake Breakfast following the race. The Medfield Community was so gracious and we are grateful for the assistance of the Police Department. We would like to request to hold the 7th Annual Run Like a Maverick 5K next year on Sunday, May 3, 2020. The 5K is in memory of our daughter, Elizabeth, was a student at Montrose School, passed away of brain cancer in February 2014.
Thank you for your consideration,
Kathy and Abe Schickel
617-799-1606

On Monday, July 22, 2019, 2:10:05 PM EDT, Evelyn Clarke <eclarke@medfield.net> wrote:

INFORMATIONAL

Commonwealth of Massachusetts
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
Charles D. Baker, Governor ◆ Karyn E. Polito, Lt. Governor ◆ Janelle L. Chan, Undersecretary

RECEIVED
JUL 17 2019
MEDFIELD SELECTMEN

July 15, 2019

Gus Murby, Chair
Medfield Board of Selectman
459 Main Street
Medfield, Massachusetts 02052

William Lane, Jr.
Edward Coolbrith
Mayrock Development LLC
40 Van Brunt Avenue
Dedham, Massachusetts 02026

RE: Aura at Medfield, Medfield, Massachusetts
Determination of Project Eligibility under the Local Initiative Program (LIP)

Dear Messrs. Murby, Lane and Coolbrith:

I am pleased to inform you that your application for project eligibility under the Local Initiative Program (LIP) for the proposed Aura at Medfield project has been approved. This approval is based on your application that sets forth a plan for the development of fifty-six (56) rental units. The proposed rents for the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock.

As part of the review process, Department of Housing and Community Development (DHCD) staff has performed an on-site inspection of the proposed project sites. DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Local Initiative Program, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible within the context of the Medfield housing market;
5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;

6. The project sponsor and the development team meet the general eligibility standards of the Local Initiative Program; and,
7. The project sponsor has an executed Purchase and Sale agreement for the site.

The proposed project must comply with all state and local codes not specifically exempted by a comprehensive permit.

Please provide us with a copy of the comprehensive permit as soon as it is issued. The DHCD legal office will review the comprehensive permit and other project documentation; additional information may be requested as is deemed necessary. Following the issuance of the comprehensive permit, the specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project developer and DHCD prior to starting construction.

As stated in the application, the Aura at Medfield project will consist of fifty-six (56) units, fourteen (14) of which will be affordable; all will be eligible for inclusion in the Town's subsidized housing inventory. The affordable units will be marketed and rented to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

The conditions that must be met prior to final DHCD approval include:

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with the *Comprehensive Permit Guidelines, Section III, Affirmative Fair Housing Marketing Plans;*

2. Any changes to the application it has just reviewed and approved, including but not limited to alterations in unit mix, rents, development team, unit design, site plan and financial pro forma reflecting land value, must be approved by DHCD;

3. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restrictions on occupancy may be imposed on the affordable units (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units); and,

4. The Town shall submit to DHCD the finalized details of the comprehensive permit.

As the Aura at Medfield project nears completion of construction, DHCD staff may visit the site to ensure that the development meets program guidelines.

When the units have received Certificates of Occupancy, the developer must submit to both DHCD and the Medfield Board of Selectmen a project cost examination for the comprehensive permit project.

This letter shall expire two years from this date, i.e., July 15, 2021, unless a comprehensive permit has been issued.

We congratulate the Town of Medfield and Mayrock Development LLC on your efforts to work together to increase the Town's supply of affordable housing. If you have any questions as you proceed with the project, please call Alana Murphy at 617-573-1301.

Sincerely,

Catherine Racer
Associate Director

cc: Sarah Raposa, Town Planner
Kristine Trierweiler, Town Administrator
John J. McNicholas, Zoning Board of Appeals
Office of the Chief Counsel, DHCD
Dean Harrison, consultant

Enc.

RESPONSIBILITY FOR COST CERTIFICATION:

By your signature below, Mayrock Development LLC, acknowledges and accepts this approval letter, including the obligation under law to provide the Department of Housing and Community Development and the Town of Medfield with a project cost examination.

Signature:_____

Name (print):_____

Date:_____

Upon receipt, please make copy of this letter and return a signed copy to Division of Housing Development, Department of Housing and Community Development, 100 Cambridge Street, Boston, MA 02114 ATTN: Local Initiative Program

Aura at Medfield, Medfield, Massachusetts

LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT

Sponsor:
Mayrock Development LLC
40 Van Brunt Avenue
Dedham, MA 02026

Project Addresses:
50 Peter Kristof Way
Medfield, MA 02052

This project will provide rental opportunities according to the following breakdown:

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross SF	Utility Allowance	Maximum Rent
Market Units	25 14 3	1 2 3	1 1.5 2	850 1,350 1,850	N/A	$1,900 $2,500 $2,800
LIP Units	6 5 3	1 2 3	1 1.5 2	850 1,350 1,850	Included in rent	$1,520 $1,825 $2,109
Total Units	56					

THE SECRETARY OF THE INTERIOR
WASHINGTON

June 20, 2019

RECEIVED
JUN 24 2019
MEDFIELD SELECTMEN

Local Government Official
459 Main Street
Medfield, MA 02052-2009

Dear County Official:

I am pleased to notify you that on June 20, 2019, the Department of the Interior (Department) issued payments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates eligible local jurisdictions for Federal lands administered by Agencies within the Department and on behalf of the U.S. Forest Service and the U.S. Army Corps of Engineers. Local governments may use the PILT payments for any governmental purpose, including emergency response, public schools, and roads. Since local governments cannot tax Federal lands, annual PILT payments help to defray costs associated with maintaining important community services.

The Payments in Lieu of Taxes Act, 31 U.S.C. 6901-6907, as amended, authorized the program. The PILT Act prescribes the formula used to compute the annual payments based on annually adjusted per-acre and population variables. Prior year Federal payments under certain revenue-sharing programs, as reported annually by States, are deducted in formulating the payment amounts. A provision in the PILT Act provides temporary compensation for recent additions to the National Park System and National Forest Wilderness Areas.

The President signed the Consolidated Appropriations Act, 2019 (P.L.116-6) on February 15, 2019, providing full funding for the 2019 PILT program. More than 1,900 local jurisdictions received a total of $514.7 million in PILT payments this year.

For 2019, your county is receiving a PILT payment of $1,284. If you provided current bank routing and account numbers to our Interior Business Center office or to the System of Awards Management (SAM), an electronic funds transfer was posted to your account on or about June 20, 2019. If you did not receive a payment or if you require further information, please refer to www.doi.gov/pilt. The website includes information on how to register in SAM to expedite receipt of future PILT payments. If you have any questions, please contact the PILT Program Manager, Ms. Dionna Kiernan, at (202) 513-7783.

Sincerely,

Secretary of the Interior

TOWN OF MEDFIELD
BOARD OF APPEALS ON ZONING

459 Main Street
Medfield, MA 02052

GREEN ST 50-149
LUC: 930

TOWN OF MEDFIELD
459 MAIN ST
MEDFIELD, MA 02052

ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Wednesday, August 14, 2019, at the Medfield Town House, 459 Main Street, to hear the following petition:

- **Frederick King (applicant) and Stephen & Lynne Browne and LCB Medfield LLC (owners)** seek a variance pursuant to MGL Chpt. 40A §10 and/or Medfield Zoning Bylaw §300-6.2 and §300-2.1 for the use of an existing driveway at 363 Main Street (Assessors' Map 43 Lot 065) as a common driveway in order to allow construction of a single family home on approximately 9 acres off of Main Street, Assessors' Map 43 Lot 183 and Map 51 Lot 071; RS Zoning District.

The applications and plans may be viewed during regular business hours. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

John J. McNicholas, Chairman
Board of Appeals on Zoning

THE PRESS
July 26, 2019
August 2, 2019

Most applications and plans are available on the Town's website:
www.town.medfield.net > Boards and Committee > Zoning Board of Appeals
Questions? Comments? Contact Sarah Raposa, Town Planner: (508) 906-3027 or sraposa@medfield.net
Note: Applications may be heard out of order at the Board's discretion

TOWN OF MEDFIELD
BOARD OF APPEALS ON ZONING

459 Main Street
Medfield, MA 02052

15P POUND ST 43-074P-POLE
LUC: 930

TOWN OF MEDFIELD
459 MAIN ST
MEDFIELD, MA 02052

ABUTTERS NOTICE

Notice is hereby given that the Medfield Zoning Board of Appeals will conduct a Public Hearing on Thursday, August 15, 2019 at 7:00 P.M. at the Medfield Town House, 459 Main Street, on an application for a proposed development known as "The Rosebay at Medfield" from Rosebay at Medfield Limited Partnership (applicant), with respect to property located at 30 Pound Street (owned by Medfield Housing Authority); Assessors' Map 43, Lot 077; RU Zoning District with Secondary Aquifer Overlay.

The application is for a Comprehensive Permit under MGL Chapter 40B, Sections 20 through 23 as amended, to allow construction of a multi-family residential development that will consist of 45 age-restricted affordable rental units with appurtenant driveways, parking areas, landscaping, utility systems, and stormwater management system.

The application and plans may be viewed at Town Hall during regular business hours or online on the ZBA webpage at www.town.medfield.net. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

John J. McNicholas, Chairman
Board of Appeals on Zoning

THE PRESS
July 26, 2019
August 2, 2019

Most applications and plans are available on the Town's website:
www.town.medfield.net > Boards and Committee > Zoning Board of Appeals
Questions? Comments? Contact Sarah Raposa, Town Planner: (508) 906-3027 or sraposa@medfield.net
Note: Applications may be heard out of order at the Board's discretion

Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009
(508) 906-3028 · Fax (508) 359-6182 · lwillitts@medfield.net

July 16, 2019

Editor, Legal Notices
Medfield Press

Please publish the following legal notices on Friday, July 26, 2019
If you have any questions, please call Leslee Willitts, Conservation Agent,
at (508) 906-3028.

LEGAL NOTICE

Pursuant to the Massachusetts Wetlands Protection Act, Mass. Gen. Laws ch. 131, sec. 40, and the Medfield Wetlands Bylaw, Chapter 290, the Medfield Conservation Commission will conduct a public meeting at Medfield Town Hall, Chenery Room, 2nd floor, 459 Main Street, on

***Thursday, August 1, 2019 at 7:30 P.M.**

to review a Request for Determination of Applicability from the ***Town of Medfield** for maintenance of the stone wall at Bakers (Meetinghouse) Pond within the 100-foot buffer zone of the Bank of the pond at ***Upham Road, Map 43, Parcel 001,** on land owned by the ***Town of Medfield.**

Mary McCarthy
Chairman

****

Please set starred (*) insertions in boldface.

cc: Town Clerk (Please post a notice of this hearing)
✓Board of Selectmen Building Dept. Water & Sewer Dept. DPW
Board of Health Planning Board Zoning Board of Appeals

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

Owners: Same

Representative: Department of Public Works, Robert Kennedy, 55 North Meadows Road, Medfield, MA 02052

1000 Bishops Gate Blvd., Suite 300
Mt. Laurel, NJ 08054

tel. 1 800 444-4554

RECEIVED
JUL 15 2019
MEDFIELD SELECTMEN

June 28, 2019

Mr. Gary Pelletier, Building Commissioner
Medfield
459 Main Street
Medfield, MA 02052

Re: Building Code Effectiveness Grading Schedule
Medfield, Norfolk County, MA

Dear Mr. Pelletier:

Insurance Services Office, Inc. (ISO) is responsible for evaluating all jurisdictions that have a building code enforcement department. Working on behalf of insurance companies around the country, ISO uses the Building Code Effectiveness Grading Schedule (BCEGS®) to recognize the building codes in effect in your community and how your community enforces its building codes. ISO provides the information to insurers, which may use the evaluations in underwriting for property insurance in the community.

The concept is simple: municipalities with well-enforced, up-to-date codes should demonstrate better loss experience, and insurance rates can reflect that. The prospect of reducing losses and ultimately lowering insurance costs provides an incentive for communities to enforce their building codes rigorously.

The anticipated upshot: safer buildings, less damage, and lower insured losses.

The BCEGS program assigns each municipality a BCEGS classification — a number from 1 to 10. Class 1 represents exemplary commitment to building-code enforcement.

ISO previously visited Medfield to evaluate your building-code enforcement. Our survey resulted in a Class 5 for residential buildings and a Class 4 for commercial buildings constructed in or after that year.

ISO is now preparing to review your community once again to determine whether to revise your BCEGS gradings. We have prepared a questionnaire that will help us determine your community's appropriate classifications. We would appreciate your review of the questionnaire, making changes or additions as necessary.

We would like to meet with you on September 10, 2019. ISO will contact you shortly to find out if that is a convenient time. During the meeting, we will review the questionnaire and responses, as well as supporting documentation.

Additional information about the BCEGS program is available on our web site www.isomitigation.com.

Thank you for your cooperation in this important project. If you have any questions, please contact ISO.

Sincerely,

Cy Butts

(386) 898-5776
cbutts@iso.com

Enclosure

cc: Mr. Michael J. Sullivan, Town Administrator

The Commonwealth of Massachusetts
County of Norfolk

OFFICE OF THE

SHERIFF

JEROME P. McDERMOTT
SHERIFF

P.O. BOX 149
200 WEST STREET
DEDHAM, MA 02027
(781) 329 – 3705
FAX 326 – 1079

www.norfolksheriff.com

July 15, 2019

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

Dear Ms.Trierweiler,

I am pleased to announce we have developed a new online service to request inmate community service. With our new system in place, we find this to be time saving and more efficient.

The Norfolk County Sheriff's Office Community Service Work Crews provide inmate labor to local municipalities, state or federal agencies, and nonprofits and charitable organizations.
Under the supervision of an Outreach Correctional Officer, carefully screened inmates provide a variety of services such as landscaping, painting, trash pickup, clean ups and general labor at no cost. This program gives inmates a chance to develop job skills and at the same time allows them to give back to the community.

If you are interested in obtaining information along with submitting your request, please visit our website at www.norfolksheriff.com. Due to the high demand for assistance, we urge applicants to submit requests as far in advance as possible. In addition, due to availability of qualified inmates and security staff, applications are limited.

Thank you for your support and I look forward to continuing our trusted partnerships with the communities in Norfolk County.

Sincerely,

Jerome P. McDermott
Sheriff

RECEIVED
JUL 22 2019
MEDFIELD SELECTMEN

MBTA Advisory Board
177 Tremont Street, Boston, MA 02111
Tel: (617) 426-6054 Fax: (617) 451-2054

RECEIVED
JUL 22 2019
MEDFIELD SELECTMEN

July 18, 2019

TO: Chief Elected Officials

FR: Paul Regan, Executive Director, MBTA Advisory Board
Marc Draisen, Executive Director, Metropolitan Area Planning Council

RE: Municipal Elections to the Boston Region Metropolitan Planning Organization

IMPORTANT DATES:

- **Nomination Papers Due – Friday, October 4, 2019, at 5:00 PM, to MAPC;**
- **Election – October 30, 2019 at MAPC Fall Council Meeting, location TBD**

We are pleased to forward a copy of the election procedures for the elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO). The MPO is responsible for planning and programming financial resources for a multi-modal transportation system for the 101 municipalities in the Boston region. (An overview of MPO member responsibilities is included as Attachment C of the Official Notice of Elections.)

There are four seats on the MPO up for election. The MPO seat currently held by the Town of Framingham representing the Metro West Regional Collaborative (MetroWest) sub-region, the seat currently held by the Town of Bedford representing the Minuteman Advisory Group on Interlocal Coordination (MAGIC) sub-region, the seat currently held by the City of Somerville representing the Inner Core sub-region, and the seat currently held by the Town of Braintree representing the South Shore Coalition (SSC) sub-region, are up for election this year.

Any municipality located in the four above mentioned sub-regions may seek nominations to run for those respective open sub-regional seats.

The MPO has 22 voting members, which currently include:

State members
Massachusetts Department of Transportation (MassDOT) with three seats appointed by the Secretary of Transportation, at least one of which is from its Highway Division;
Massachusetts Bay Transportation Authority (MBTA);
Massachusetts Port Authority (Massport)

Regional members
Metropolitan Area Planning Council (MAPC);
MBTA Advisory Board;
Regional Transportation Advisory Council (RTAC)

Current municipal members
City of Boston with two seats

Twelve (12) elected municipalities, one seat each from the eight MAPC sub-regions.
Inner Core Committee: Somerville
Three Rivers Inter-local Council: Norwood
South West Area Planning Committee: Medway
MetroWest Regional Collaborative: Framingham
North Suburban Planning Council: Woburn
North Shore Task Force: Beverly
Minuteman Advisory Group on Inter-local Coordination: Bedford
South Shore Coalition: Braintree

Two (2) cities filling at-large seats: Newton and Everett
Two (2) towns filling at-large seats: Arlington and Lexington

All elected municipal seats (including the sub-regional seats) are elected by all of the 97 municipalities in the Boston Region MPO area. Each of the 97 municipalities may vote for one (1) municipality for each of the two (2) open sub-regional seats.

The election will be held at MAPC's Fall Council Meeting on October 30th, location TBD. The usual process of mailing ballots and accepting absentee ballots will apply, as described in the procedures.

In order to qualify to be on the ballot, each chief elected official who wishes to be a candidate must secure the signatures of five chief elected officials in the region, including their own. **Chief elected officials may only sign nomination papers for one municipality per open subregional seat. Nominations are due to MAPC by 5:00 PM on Friday, October 4, 2019 and must be filed in person or by mail at the MAPC, 60 Temple Place, 6th Floor, Boston, MA 02111. Faxes or emails will not be accepted.**

A copy of the official notice and procedures for nomination and election to the MPO are attached. We appreciate your interest in this important matter and look forward to your participation. If you have questions, please call Eric Bourassa (617) 933-0740 or Paul Regan at (617) 426-6054.

Attachments

Official Notice, including Attachments A - C
Nomination Papers
Statement of Candidacy

Official Notice

2019 Boston Region MPO Municipal Election Procedures

At the MAPC Fall Council Meeting on Wednesday October 30, 2019 location TBD. Elections will be held for four (4) of the twelve (12) elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO).

At that time one municipality from each of the four sub-regional seats up for election, will be elected to the MPO by the chief elected officials of the 97 municipalities which constitute the Boston metropolitan region. Pursuant to the MPO Memorandum of Understanding, approved on July 7, 2011, MAPC and the MBTA Advisory Board (Advisory Board) administer the election of the municipal representatives to the MPO.

MPO Seats Up For Election in 2019:

One (1) municipality from the Minuteman Advisory Group on Interlocal Coordination (MAGIC) subregion.
One (1) municipality from the Metro West Regional Collaborative (MetroWest) sub-region.
One (1) municipality from the South Shore Coalition (SSC) sub-region. One
(1) municipality from the Inner Core sub-region.

Terms of election on the MPO are for three years.

Nomination Process
Nominees for the elected municipal seats shall be the chief elected official of the municipality. In cities this is the Mayor or, if the city does not have the office of Mayor, then the Chairman of the Council, with the exception of Plan E cities (Cambridge) in which case it shall be the City Manager. In towns, the chief elected official is the Chairman of the Board of Selectmen. The MPO will accept the Chairman's nomination of a candidate whether or not the full Board of Selectman has voted it.

A nominee for an open municipal seat must receive five nominations made by any chief elected official from the Boston region, regardless of which sub-region they are from. A chief elected official may nominate his or her municipality and that nomination shall count as one of the five nominations needed to place a municipality on the ballot. Each chief elected official may only sign nomination papers for one municipality per open seat.

Nominations papers are due on Friday, October 4th, 2019 to MAPC by 5:00 PM and must be filed in person or by mail at MAPC, 60 Temple Place, 6th Floor, Boston, MA 02111, Attn: MPO Elections. Faxes or emails will not be accepted. Nomination papers shall include a statement of candidacy (250 word limit) of the community, also due at this time.

Voting Process
Each of the 97 municipalities may vote for one (1) municipality for each of the four (4) open seats.

Ballot

A ballot will be prepared by MAPC and the Advisory Board based on the certification of nomination papers. The ballot shall contain a list of the nominated municipalities. Candidate communities shall appear on the ballot in an order drawn by lot by designated officers of MAPC and the Advisory Board. The subregion of each of the communities shall be identified on the ballot. A candidates' booklet shall be issued that shall contain the statement of candidacy of the communities. The list of communities shall appear in the booklet in the same order that they appear on the ballot. In a second mailing, MAPC and the Advisory Board will include an absentee ballot and instructions for how municipalities can cast their vote.

Opportunities for Discussion with Representatives of the Candidate Communities

The Metropolitan Area Planning Council and the MBTA Advisory Board shall provide appropriate opportunity for the electorate to meet representatives of candidate communities. In 2019, this may be accomplished by holding a Candidates Forum at the State Transportation Building in mid-October (date and time TBD).

Election

The election will be held at MAPC's Fall Council Meeting on October 30th location TBD. On that day, the designated officers of MAPC and the Advisory Board shall supervise the election to the municipal seats. Ballots shall be cast by the chief elected official of the municipality (as defined by the rules for nominees), or that person's designee. Designees shall present a letter signed by the chief elected official to the designated officers of MAPC and of the Advisory Board 30 minutes prior to the convening of the election on Election Day. This letter will appoint the designee and confirm his or her authority to cast the municipality's ballot. Such a designation shall be delivered in person or by mail. Designees may represent only one municipality in the election. The designation may require the designee to vote for specific individuals or may vest discretion in the designee.

If the chief elected official is unable to attend the election and does not designate another individual to attend, an absentee ballot may be filed. Such an absentee ballot must be filed by 5 PM the day before the election with the Metropolitan Area Planning Council, 60 Temple Place, Boston, MA 02111. **No faxes will be accepted.** This ballot is valid for any election (e.g. runoff election in case of a tie) held on the day of the MPO election for which the candidates selected on the ballot are still eligible to receive votes.

The MPO seat is held by the municipality. The chief elected official (or their official designee) shall represent the municipality throughout the municipality's term of office.

The designated officers of MAPC and of the Advisory Board shall certify the results of the election to the chairman of the MPO by 12 noon on the Friday following the election.

Attachment A **MAPC Sub-regions**

SUBREGION	COMMUNITIES

North Shore Task Force	Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester-by-the-Sea, Marblehead, Middleton, Nahant, Peabody, Rockport, Salem, Swampscott, Topsfield, Wenham
North Suburban Planning Council	Burlington, Lynnfield, North Reading, Reading, Stoneham, Wakefield, Wilmington, Winchester, Woburn
Minuteman Advisory Group Interlocal Coordination (MAGIC)	Acton, Bedford, Bolton, Boxborough, Carlisle, Concord, Hudson, Lexington, Littleton, Lincoln, Maynard, Stow, Sudbury
MetroWest Regional Collaborative	Ashland, Framingham, Holliston, Marlborough, Natick, Southborough, Wayland, Wellesley, Weston
South West Advisory Planning Committee (SWAP)	Bellingham, Dover, Franklin, Hopkinton, Medway, Milford, Millis, Norfolk, Sherborn, Wrentham
Three Rivers (TRIC)	Canton, Dedham, Dover, Foxborough, Medfield, Milton, Needham, Norwood, Randolph, Sharon, Walpole, Westwood
South Shore Coalition	Braintree, Cohasset, Hingham, Holbrook, Hull, Marshfield, Norwell, Rockland, Scituate, Weymouth
Inner Core	Arlington, Belmont, Boston, Brookline, Cambridge, Chelsea, Everett, Lynn, Malden, Medford, Melrose, Milton, Newton, Quincy, Revere, Saugus, Somerville, Waltham, Watertown, Winthrop

Attachment B

Metropolitan Area Planning Council
101 Cities and Towns

Cities

Beverly
Boston
Braintree
Cambridge
Chelsea
Everett
Franklin*
Gloucester
Lynn
Malden
Marlborough
Medford
Melrose
Newton
Peabody
Quincy
Revere
Salem
Somerville
Waltham
Watertown*
Weymouth
Woburn

** MAPC Legal Counsel has rendered an opinion that Franklin and Watertown are defined as cities for the purpose of the MPO Election.*

Towns

Acton
Arlington
Ashland
Bedford
Bellingham
Belmont
Bolton
Boxborough
Brookline
Burlington
Canton
Carlisle
Cohasset
Concord
Danvers
Dedham
Dover
Essex
Foxborough
Framingham
Hamilton
Hingham
Holbrook
Holliston
Hopkinton
Hudson
Hull
Ipswich
Lexington
Lincoln
Littleton
Lynnfield
Manchester
Marblehead
Marshfield
Maynard
Medfield
Medway
Middleton
Milford
Millis
Milton
Nahant
Natick
Needham
Norfolk
North Reading
Norwell
Norwood
Randolph
Reading
Rockport
Rockland
Saugus
Scituate
Sharon
Sherborn
Southborough
Stoneham
Stow
Sudbury
Swampscott
Topsfield
Wakefield
Walpole
Wayland
Wellesley
Wenham
Weston
Westwood
Wilmington
Winchester
Winthrop
Wrentham

Attachment C

Overview of MPO Member Responsibilities

Background:

The Metropolitan Planning Organization is established as a required part of the transportation planning process under federal law. It is responsible for planning and programming financial resources for a multi-modal transportation system for the Boston region. The MPO was established in 1973.

The Boston MPO Memorandum of Understanding (MOU) that details the governing structure and process of the MPO can be viewed at www.bostonmpo.org/mou

Specific Responsibilities:

The MPO must prepare and approve several plans and programs on an annual basis. These include:

- The Unified Planning Work Program (UPWP), which programs funds for transportation planning programs in the region;
- The Transportation Improvement Program (TIP), which programs federal, state, and local funding for surface transportation projects (highway and transit).

The MPO also prepares and approves several other plans and programs as necessary. These include:

- The Regional Transportation Plan (RTP), which provides a 25-year plan for the Region's transportation needs and priorities and;
- The conformity of all surface transportation plans and programs with applicable federal laws (including air quality, and the Americans with Disabilities Act).

MPO Meetings:

Meetings are held as needed to accomplish the MPO's business. There are approximately two MPO meetings a month and all but four are held in Boston, during the day, at the state transportation building. Four MPO meetings will be held (one per quarter) outside of Boston. MPO meetings typically begin at 10 AM on the first and third Thursday of the month, and last approximately three hours. The MPO has the authority to establish necessary committees to accomplish its responsibilities. Recent experience suggests that the municipal members of the MPO or their designees attend at least two meetings per month to accomplish the work of the MPO.

2019 MPO Statement of Candidacy

(250 Word Limit)

Municipality: _____

Chief Elected Official: _____

(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Boston Metropolitan Planning Organization)

2019 MPO Election Nomination Papers

Nominated Community	Name of Chief Elected Official	Signature

Open MPO Seat Community is ☐ **MAGIC Seat Running For** ☐ **Inner Core Seat**

(only check one)

MetroWest Seat **South Shore Seat** ☐

Endorsers

Nominating Community	Name of Chief Elected Official	Signature

COMMONWEALTH OF MASSACHUSETTS
NORFOLK, ss.

To the Assessors of Taxes of the Town of Medfield in the County of Norfolk

GREETINGS:

WHEREAS, the Norfolk County Advisory Board by majority vote at their meeting of May 15, 2019 did grant a county tax for the County of Norfolk for the fiscal year, July 1, 2019 through June 30, 2020 and did authorize the county commissioners of said county to levy as a county tax for said period the sum of $6,460,264 upon the Inhabitants of the County of Norfolk, to be collected and applied according to law.

AND WHEREAS, the County Commissioners of the said County of Norfolk at a meeting held in Dedham, within and for said county on July 10, 2019 did apportion the said sum so granted as a county tax aforesaid, upon the basis of apportionment established by Chapter 35, section 31 of the MGL's, to and upon the city and the several towns of said county, and ordered that the clerk of said county commissioners should forthwith certify to the assessors of the city and several towns in said county their several portions thereof according to law:

THESE ARE, THEREFORE, in the name of the Commonwealth of Massachusetts, to will and require you to assess the sum of $118,916.84 upon the inhabitants of the said Town of Medfield, that being the portion of the County Tax granted by the General Court and apportioned by the County Commissioners as aforesaid upon the inhabitants of the said town/city.

AND YOU ARE ALSO REQUIRED TO PAY or to issue your warrant requiring the treasurer of said town/city to *pay to COUNTY OF NORFOLK, 614 High Street, Suite 101, P.O. Box 346, Dedham, MA 02027-0346* OR you may wire the payment to us at *Eastern Bank, ABA routing #011301798 account #10087013 for the County of Norfolk* according to the following schedule:

$59,458.42 on or before the FIRST DAY OF NOVEMBER, 2019
$59,458.42 on or before the FIRST DAY OF MAY, 2020

AND YOU ARE ALSO REQUIRED, at some time before the last day of November next, to return to said county treasurer, a certificate of the name of your Treasurer with his/her office address and the sum he/she is required to pay pursuant to this warrant.

Witness, Francis W. O'Brien, Chairman of the said County Commissioners, at Dedham, this 10th day of July, 2019.

_____, Clerk

cc: Board of Selectmen
Town Treasurer

==========

Norfolk County Commissioners · P.O. Box 310 · 614 High Street · Dedham, MA 02027-0310
Tel: (781) 461-6105 Fax: (781) 326-6480 E-mail: info@norfolkcounty.org

RECEIVED
JUL 15 2019
MEDFIELD SELECTMEN

RECEIVED
JUN 28 2019
MEDFIELD SELECTMEN

KLEINFELDER
Bright People. Right Solutions.

Electronic Submittal
June 20, 2019

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup
Central Regional Office
8 New Bond Street
Worcester, Massachusetts 01608

Re: Phase IV As-Built Construction, Final Inspection and Completion Statement, Remedy Operation Status Opinion and Substantial Hazard Evaluation and Linkage of RTN 2-20834
Cumberland Farms, Inc.
Property # MA1287 / #2455
560 Main Street
Medfield, Massachusetts 02052
RTN 2-19338

To Whom It May Concern:

Kleinfelder, on behalf of Cumberland Farms, Inc. (CFI), has prepared the enclosed Phase IV As-Built Construction, Final Inspection and Completion Statement, Remedy Operation Status (ROS) Opinion and Substantial Hazard Evaluation (SHE). In addition, please find enclosed the applicable eDEP Bureau of Waste Site Cleanup (BWSC) Transmittal Forms BWSC-108 and BWSC-108A for the above-referenced submittal. Based on the results of the Comprehensive Remedial Action (operation and maintenance of an Air Sparge/Soil Vapor Extraction remedial system followed by monitored natural attenuation), it is the opinion of Kleinfelder that the site meets the performance standards for ROS, as specified 310 CMR 40.0893(2).

This document also includes the linkage of RTN 2-20834 to lead RTN 2-19338 (refer to BWSC Form 107). On March 22, 2019, CFI submitted a Release Notification Form to the MADEP for concentrations of dibromochloromethane in groundwater collected in September and December 2018 from wells MW-2, MW-4R, MW-10, and/or MW-12 in excess of the applicable Reportable Concentrations (RCGW-1) Standards. Concentrations in these wells ranged from 2.0 micrograms per liter (ug/L) to 3.0 ug/L, above the RCGW-1 of 2 ug/L. MADEP issued CFI a Notice of Responsibility on April 16, 2019 and assigned RTN 2-20834 to this notification. Any additional response actions associated with RTN 2-20834 will be conducted under RTN 2-19338.

The CFI contact for this site is Mr. Matthew Young. Correspondence should be sent to his attention at Cumberland Farms, Inc., Store Support Center, 165 Flanders Road, Westborough, Massachusetts 01581. The attached documents have been prepared under the direction of Licensed Site Professional (LSP) Mr. Bruce Ross (LSP #4284) of Kleinfelder.

4 Technology Drive, Suite 110, Westborough, MA 01581 **p** | 508.370.8256 **f** | 508.628.1401

By copy of this letter to the Medfield Board of Selectmen and Medfield Board of Health (see distribution below) the provisions set forth in 310 CMR 40.1403 of the Massachusetts Contingency Plan (MCP) are considered to be met. The property owners located within the Site associated with RTN 2-19338 have also been notified of this submittal. This report is available at the Massachusetts Department of Environmental Protection (MassDEP) at the above address or online at MassDEP's searchable website (http://public.dep.state.ma.us/SearchableSites2/Search.aspx).

Should you have any questions, please do not hesitate to contact the undersigned at (508) 370-8256.

Sincerely,
KLEINFELDER

Moira S. Johnson
Senior Project Manager

Bruce C. Ross, CPG, LSP
Senior Project Manager

cc: Matthew Young, Senior Project Manager, CFI (electronic submittal)
Nancy Bennotti, Administrative Agent, Medfield Board of Health, 459 Main Street, Medfield, MA 02052
Kristine Trierweiler, Town Administrator, 459 Main Street, Medfield, MA 02052
Maurice Goulet, Superintendent of Public Works, 459 Main Street, Medfield, MA 02052

4 Technology Drive, Suite 110, Westborough, MA 01581 **p** | 508.370.8256 **f** | 508.628.1401

BE OUTDOORS
APPALACHIAN MTN CLUB

Mr. Joseph Scier
3 Bishop Lane
Medfield, MA 02052-1037

June 26, 2019

Dear Mr. Scier:

I am writing in response to your letter of May 23rd regarding recent re-location of the Bay Circuit Trail and Greenway ("BCT") in Medfield, Massachusetts. We regret that one or more volunteer trail maintainers may have entered your property while re-routing a portion of the BCT. As you know, the boundary between Town-owned land and your property was unmarked and not easily ascertainable, and the volunteers apparently relied on Medfield Assessors plans in placing new portions of the trail.

Our staff have surveyed the recent re-routing of the BCT and determined that no changes were actually made on the ground, although there was minor trimming of lower limbs of a few pine trees which impinged on the relocated trail (some of which were on Town-owned land as determined by your recently placed survey markers and some of which were dead). Staff also determined that no more than ten buckthorn saplings (an invasive species) were removed. With your permission, AMC is willing to replace these saplings with high bush blueberry plants or an equivalent number of native plants, as buckthorn is listed on the Massachusetts Prohibited Plant list (https://www.mass.gov/service-details/massachusetts-prohibited-plant-list). We will also remove any remaining Bay Circuit Trail blazes on your property.

Please let me know whether planting high bush blueberry would be satisfactory, or whether you would prefer plantings of a different species, and advise when volunteers may enter your property to undertake the work.

Sincerely,

Susan Arnold

Susan Arnold
Vice President for Conservation

Cc: Kristine Trierweiler, Town Administrator

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JUN 28 2019
MEDFIELD SELECTMEN

10 City Square • Boston, MA 02129 • P: 617.523.0655 • F: 617.523.0722 • outdoors.org

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Ms. Susan Arnold
Vice President of Conservation - Appalachian Mtn Club
10 City Square
Boston, MA 02129

July 12, 2019

Dear Ms. Arnold,

We have received your response to our notification that the members of your organization have trespassed on our property and have removed several of the plantings. I understand that you didn't walk the portion of the trail that was carved out by members on our properties. But it you had you would have noticed that members also cut limbs of trees that originate on our properties. We would be happy to walk the land with you. Please let us know what dates work best for you we would be happy to arrange a meeting.

Because of this intrusion, we had to incur the cost of having our property professionally surveyed and marked. The results of the survey are not disputable. We expect reimbursement for the cost of the survey since it would not have been necessary if not for AMC's incursion onto our property.

We appreciate AMC's willingness to replace the trees with high bush blueberry plants. These plants will attract deer which will lead ticks and damage to other plantings. Therefore, we request the replacement plantings not be the blueberry plants. Again, we are happy to meet to discuss options.

We would appreciate your understanding and cooperation in reimbursing us the expense we incurred in surveying the property in order to protect our property. I hope we can resolve this situation without having to litigate this in court.

Regards,

Sincerely

Bonfatti's, 11 Copperwood Road, Medfield, Ma
Henebry's 1 Bishop Lane, Medfield, MA
Scier's 3 Bishop Lane, Medfield, MA

Cc Kristine Trierweiler, Mark Cerel, Medfield BOS

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JUL 15 2019
MEDFIELD SELECTMEN

7-17-2019

Christopher T. Fennon
PO Box 152
02052

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JUL 19 2019
MEDFIELD SELECTMEN

Town of Medfield
Town Hall
DPW
Selectmen

Sir:

I want to publically thank your "Transfer Station" worker Sean Odette for his assistance. That dump gets pretty ripe every day. Now add the heat and poor air or ventilation it's brutal. I needed assistance and Sean was very helpful. He has a job most would never want. I really appreciate his help.

C. T. Fennon