



Bulletin

BUL-2020-02

An Act to Address Challenges Faced by Municipalities and State Authorities Resulting From COVID-19

TO: Local Officials
FROM: Patricia Hunt, Chief, Bureau of Municipal Finance Law
DATE: April 3, 2020
SUBJECT: **An Act to Address Challenges Faced by Municipalities and State Authorities Resulting From COVID-19**

This Bulletin provides guidance to local officials regarding changes in municipal finance laws included in [An Act to Address Challenges Faced by Municipalities and State Authorities Resulting From COVID-19, Chapter 53 of the Acts of 2020](#), (the Act). Unless otherwise noted below, these changes became effective on April 3, 2020, upon Governor Baker's signing the Act into law.

I. Town Meeting Delays

A. Power of Boards of Selectmen and Town Councils to Delay Annual Town Meeting

Section 1 of the Act - Before its amendment, [G.L. c. 39, § 9](#) provided that an annual town meeting must take place during the months of February, March, April, May or June; however, a board of selectmen or town council, by vote, could delay the annual town meeting as long as the town meeting completed its business on or before June 30th. Section 1 adds the following exception to the June 30th deadline "in the event of an emergency that poses an immediate threat to the health or safety of persons or property that prevents the completion of the business of the delayed town meeting on or before June 30 if the governor has declared a state of emergency with respect to such emergency."

This exception is available, if necessary, to towns that must delay their town meetings beyond June 30, 2020 due to the COVID-19 outbreak and the declaration of a state of emergency by the governor. Towns are advised to consult with their local counsel regarding the form of vote. See Section I-B of this Bulletin for recess and continuation of town meetings by a town moderator where the town meeting warrant has already been issued.

B. Power of Moderator to Continue Scheduled Town Meetings in Event of Public Health Emergency (Application to Districts)

Sections 2 through 4 of the Act - These sections amend [G.L. c. 39, § 10A](#) by adding “public health” emergencies as a reason for a moderator to recess and continue town meetings already scheduled by warrant. Prior to the amendment, section 10A applied to weather-related and public safety emergencies. Under the amended section 10A, during and for a period of five days after a weather-related, public safety or public health emergency, a town moderator may, in consultation with public safety or public health officials and the board of selectmen, declare a recess and continuance of the town meeting to another time, date and place certain; however, the continuance is limited to a period of 30 days. There are notice, posting and other requirements regarding the time, date and place of the recessed and continued meeting. Additionally, within 10 days after the initial declaration by the moderator of recess and continuance, a local public safety or public health official designated by the board of selectmen must submit a report to the Attorney General providing the justification for the moderation’s continuance.

These amendments also clarify that a moderator may invoke section 10A more than once to recess and continue a town meeting during the same emergency; however, each continuance period must not exceed 30 days and the moderator may not continue the meeting more than 30 days after the rescission of the declaration of emergency by the governor. Additionally, if a town does not have a moderator, the board of selectmen may recess and continue the town meeting under the amended section 10A.

Under [G.L. c. 41, § 119](#) and [c. 48, § 66](#) (fire districts only), the moderator of a district meeting has the powers of a moderator of a town meeting. As a result, a district moderator may recess and continue scheduled district meetings under [G.L. c. 39, § 10A](#). For purposes of section 119, a district means a fire, water, sewer, water pollution abatement, refuse disposal, light, or improvement district, or any other district formed for the purpose of carrying out any of these functions, whether established under general law or special act. [G.L. c. 41, § 1A](#).

Because several town moderators had already invoked Section 10A to recess and continue a scheduled town meeting due to the outbreak of COVID-19, the amendments to section 10A were made retroactive to March 10, 2020. (See Section 19 of the Act.)

II. Emergency Liabilities in Excess of Appropriation if the COVID-19 Emergency Prevents the Adoption of an Annual Budget

Section 5 of the Act - Under [G.L. c. 44, § 31](#), no department financed by municipal revenue, or in whole or in part by taxation, of any city, town or special purpose district, except Boston, may incur liabilities in excess of appropriation “except in cases of major disaster, including, but not limited to, flood, drought, fire, hurricane, earthquake, storm or other catastrophe, whether natural or otherwise, which poses an immediate threat to the health or safety of persons or property, and then only upon a declaration by the governor of a state of emergency with respect to the disaster” On March 10, 2020, the Governor declared a state of emergency regarding COVID-19. As a result, cities, towns and special purpose districts may, with the approval of the Director of Accounts (director) of the Division of Local Services (DLS), expend from any available funds in the treasury in relation to the emergency without an appropriation by following the procedure described in [Bulletin 2020-1](#).

Section 5 amends [G.L. c. 44, § 31](#) by inserting the following:

If the declared emergency prevents the adoption of an annual budget by a town or district by the June 30 preceding the start of the fiscal year, the board of selectmen, town council or district commissioners shall notify the director and the director may approve expenditures, from any appropriate fund or account, of an amount sufficient for the operations of the town or district during the month of July not less than 1/12 of the total budget approved by the town or district in the most recent fiscal year pursuant to a plan approved by the board of selectmen, town council or district commissioners and such authority shall continue for each successive month while the emergency continues to prevent the adoption of a budget. The director may promulgate and revise rules or regulations regarding the approval of emergency expenditures described in this section and accounting with regard to such expenditures.

This amendment will allow deficit spending, with the approval of the director, on a month-to-month basis in fiscal year 2021 if the town or district was prevented from adopting a budget for fiscal year 2021 due to Governor Baker's Declaration of Emergency issued on March 10, 2020. Additional guidance will be issued by the director, like that contained in [Bulletin 2020-01](#), that will explain the procedure to follow to obtain the director's approval to deficit spend under this provision.

III. Director's Authority to Allow Appropriations after June 30, 2020 from Free Cash Certified as of July 1, 2019

Section 6 of the Act provides:

"...[I]f the adoption of an annual budget in a city, town or district is delayed beyond June 30, 2020, as a result of the governor's March 10, 2020 declaration of a state of emergency or the outbreak of the 2019 novel coronavirus, also known as COVID-19, the director of accounts of the department of revenue may authorize the appropriation from the available balance of the city's, town's or district's undesignated fund balance or "free cash" certified by the director under section 23 of chapter 59 of the General Laws as of July 1, 2019, as a funding source for the city's, town's or district's fiscal year 2021 expenditures, including, but not limited to any such undesignated fund balance in an enterprise fund or special revenue account...."

Ordinarily, under [G.L. c. 59, § 23](#), appropriations from certified free cash may only be made until the June 30th following its July 1 certification date. As a result, free cash certified by the director as of July 1, 2019 is available for appropriation only up to and including June 30, 2020. This section allows the director to authorize the appropriation from free cash certified as of July 1, 2019 after June 30, 2020 where the city, town or district has been prevented from adopting its FY 2021 annual budget by June 30, 2020 due to the Governor's March 10, 2020 declaration of a state of emergency or the outbreak of the 2019 novel coronavirus. Once a city, town or district can meet and adopt its FY 2021 budget, this section will allow the director to permit appropriations from free cash certified as of July 1, 2019 as a funding source for its FY 2021 expenditures. Pursuant to Section 6, the director will issue additional guidance regarding the implementation of this provision.

IV. Amortization of Deficit Resulting from COVID-19 Over a Three-year Period

Section 7 of the Act - Under [G.L. c. 44, § 31](#), deficit expenditures not otherwise provided for must be funded in full when setting the tax rate for the next fiscal year. Section 7 of the Act permits the amortization over a three-year period of the amount of a city, town or district's fiscal year 2020 deficit resulting from the outbreak of the 2019 novel coronavirus also known as COVID-19, as described in the governor's March 10, 2020 declaration of a state of emergency. This applies to both expenditure deficits and revenue deficits related to the emergency. Examples of revenue deficits that could result from the emergency are reduced meals tax and room occupancy revenues. This legislation is similar to [St. 2015, c. 10, § 58](#) which, due to the extreme snow removal costs incurred the previous winter, permitted amortization of snow and ice expenditure deficits over three years. Again, the director will issue additional guidance on the implementation of this section.

V. Continuation of Expenditure Authorization for Departmental Revolving Funds under [G.L. c. 44, § 53 E ½](#) in FY 2021

Section 8 of the Act - Under [G.L. c. 44, § 53 E ½](#), a city or town may authorize by bylaw or ordinance one or more revolving funds and must annually before July 1 vote the limit on the total amount that may be expended from each revolving account. Section 8 of the Act allows the continued expenditure in FY 2021 from these departmental revolving funds at the same level of expenditure authorized by the city or town for FY 2020 until the city or town adopts its FY 2021 annual budget at which time the legislative body of the city or town must adopt the FY 2021 expenditure limits for each departmental revolving fund.

VI. Suspension of Time Period for Cities and Towns to Exercise Right of First Refusal to Purchase Lands Classified under G.L. c. 61, 61A and 61B

Section 9 of the Act - Section 9 suspends the time periods that require a city or town to "act, respond, effectuate or exercise an option to purchase" under [G.L. c. 61, § 8](#), [c. 61A, § 14](#) and [c. 61 B, § 9](#). The suspension is during and for a period of 90 days after the termination of the governor's March 10, 2020 declaration of a state of emergency. If a city or town receives notice of intent to convert or sell classified land during this period, we advise that local counsel be contacted for advice.

VII. Due Dates of Real and Personal Property Tax Bills and Applications for Exemptions and Waiver of Interest on Certain Late Payments

Sections 10 and 11 of the Act include several provisions regarding local tax bills.

A. Local Option to extend the Due Dates of Property Tax Bills

Sections 10(a)(i-iii) include a local option to extend the due dates of property tax bills under [G.L. c. 59, §§ 57](#) and [57C](#) from April 1, 2020 (for semi-annual billing communities with annual

preliminary bills) or May 1, 2020 to a date not later than June 1, 2020. This local option applies to semi-annual tax billing communities and quarterly tax billing communities. The local option is exercised by the chief executive officer of a city, town or district. The chief executive officer is a mayor in a city and the board of selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter. In a district, the chief executive officer is the prudential committee or commissioners.

B. Local Option to Extend the Due Date for Exemption and Deferral Applications

Section 10(a)(iv) includes a local option to extend the due date under [G.L. c. 59, § 59](#) for applications for exemptions from April 1, 2020 to a date not later than June 1, 2020. This due date extension, if exercised, will automatically apply to deferrals under [G.L. c. 59, § 5\[18A\] and \[41A\]](#), residential exemptions under [G.L. c. 59, § 5C](#) and small commercial exemptions under [G.L. c. 59, § 5I](#). This second local option is exercised in the same manner described in Section VII-A of this Bulletin.

C. Local Option to Waive Interest on Certain Payments Made After Due Dates

Section 11 includes a local option to waive interest and other penalty for late payment of any excise, tax, betterment assessment or apportionment thereof, water rate or annual sewer use or other charge added to a tax for any payments with a due date on or after March 10, 2020 where payment is made after its respective due date but before June 30, 2020. This third local option is also exercised in the same manner described in Section VII-A of this Bulletin.

This section allows the waiver of interest and penalties regarding late payments of bills with a due date of March 10, 2020 or after, when such bills are paid late but paid on or before June 30, 2020. This section does not permit waiver of interest and penalties regarding bills with due dates before March 10, 2020 or if the bill is not paid by June 30, 2020.

Section 11 also provides that a city or town shall not terminate an essential service of a resident, including but not limited to, water, trash collection or electricity, for nonpayment of taxes or fees with due dates on or after March 10, 2020 if paid on or before June 30, 2020, if the inability to pay resulted from circumstances related to the outbreak of COVID-19 or the governor's March 10, 2020 declaration of a state of emergency.

D. Clarification of Due Dates When Municipal Office is Closed Due to COVID-19

Section 10(b) - Under [G.L. c. 59, §§ 57, 57C](#) and [59](#), there is an automatic extension of due dates for tax payments and applications for exemptions when a municipal office is closed for a weather-related or other public safety emergency until the next day that the municipal office is open. Section 10(b) of the Act clarifies that these automatic extensions do not apply if municipal offices are closed as a result of the outbreak of the 2019 novel coronavirus or the declaration of a state of emergency issued by the governor on March 10, 2020 and that due dates shall only be extended by the exercise of the local options described in Sections VII- A and B of this Bulletin.

E. Notice to Taxpayers

Tax bills (with due dates of April 1, 2020 or May 1, 2020) should have already been mailed in the formats described in [IGR 2019-1](#), [IGR 2019-2](#), [IGR 2019-3](#) or [IGR 2019-4](#), as applicable. Where

tax bills have been mailed, the attached Notice must be sent to taxpayers by separate mailing if any of the local options described above are exercised. If a city or town has not adopted all three local options or June 1, 2020 due dates, the attached Notice must be amended, as appropriate, by the city or town to reflect its exercised options.

If the tax bills have not been mailed and any of the above local options are exercised, the format and content of the tax bills themselves should not be changed. Instead, tax bills should be issued in the form described in [IGR 2019-1](#), [IGR 2019-2](#), [IGR 2019-3](#) and [IGR 2019-4](#), as applicable, and the mailing must include the attached Notice (worded to reflect the local options and due dates approved by the city/town) in the same mailing as the tax bill. (See Sections IV-B-1 of [IGR 2019-1](#), [IGR 2019-2](#) and [IGR 2019-3](#) and Section V-B-1 of [IGR 2019-4](#) for insertion by collector of tax billing information in same envelope as a tax bill.)

VIII. Waiver for Hours Worked and Earnings Received During State of Emergency Regarding Services Performed by Certain Retirees Under [G.L. c. 32](#)

Section 14 of the Act includes a waiver for hours worked and earnings received by certain retirees during the state of emergency. Cities and towns are advised to contact the Public Employee Retirement Administration Commission (PERAC) for more information regarding this section.

IX. Other Provisions of the Act

The Act also includes other non-finance provisions related to cities and towns, including **Section 17** regarding the suspension of certain deadlines affecting local permits and local permitting authorities. Cities and towns are advised to review the Act with their local counsel.

SAMPLE NOTICE TO TAXPAYERS
TO BE INCLUDED WITH TAX BILL OR SEPARATELY MAILED
(Samples should not be used without the advice of municipal counsel.)

Town/City of _____

Important information Regarding Your Tax Bill

Under “An Act to Address Challenges Faced by Municipalities and State Authorities Resulting From COVID-19,” Chapter 53 of the Acts of 2020, the town/city has adopted local options to extend due dates for real and personal property tax payments and applications for exemptions and a waiver of interest on certain municipal tax and other bills paid by June 30, 2020. See below.

1. **The due date of your real and personal property tax bill has been extended to June 1, 2020.** June 1, 2020 is the new due date even if the due date for payment on your enclosed or previously mailed tax bill is April 1, 2020 or May 1, 2020.
2. **The due date for applications for property tax exemptions has also been extended to June 1, 2020.** June 1, 2020 is the new due date even if the due date for applications on your enclosed or previously mailed tax bill is April 1, 2020.

This extension applies to applications for the exemptions listed in the third paragraph of G.L. c. 59, § 59, including exemptions under clauses 17, 17C, 17C1/2 and 17D (seniors, surviving spouses, minor children of deceased parent); 18 (financial hardship – activated military, age and infirmity); 22, 22A, 22B, 22C, 22D, 22E, 22F and 22H (veterans, surviving spouses and surviving parents); 37 and 37A (blind persons); 41, 41B, 41C and 41C1/2 (seniors); 42 and 43 (surviving spouse and minor children of firefighter/police officer killed in line of duty); 52 (certain eligible seniors); 53 (certain eligible properties with septic systems); 56 (National Guard and reservists on active duty in foreign countries); and 57 (local option tax rebates). This extension also automatically applies to applications for residential exemptions under G.L. c. 59, § 5C, for small commercial exemptions under G.L. c. 59, § 5I and for deferrals under G.L. c. 59, § 5, clauses 41A (seniors) and 18A (poverty or financial hardship due to change to active military).

3. The town/city has also voted to waive interest and other penalty for late payment of any excise, tax, betterment assessment or apportionment thereof, water rate or annual sewer use or other charge added to a tax for any payments with a due date on or after March 10, 2020 where payment is made late but before June 30, 2020. This applies to late payments of bills that have a due date of March 10, 2020 or after, when such bills are paid late but paid on or before June 30. This waiver of interest does not apply to bills with due dates before March 10, 2020 or if the bill is not paid by June 30.

NOTE - If the municipal offices are closed on the June 1, 2020 extended due date for tax payments or filing of exemption applications as a result of the outbreak of the 2019 novel coronavirus or the declaration of a state of emergency issued by the governor on March 10, 2020, the due dates for tax payments and applications for exemptions are not extended – they will be due on June 1, 2020 even if the municipal offices are closed. (See section 10(b) of the Act.)

[City/town should add information on how/where to make tax payments and file applications for exemptions, for example, by mail, through an on-line payment system or dropping payment into a lockbox (with the location). The city/town should also provide a telephone number where questions to local officials can be directed and the address of any relevant website information.]

BLATMAN, BOBROWSKI & HAVERTY, LLC

ATTORNEYS AT LAW

9 DAMONMILL SQUARE, SUITE 4A4
CONCORD, MA 01742
PHONE 978.371.2226
FAX 978.371.2296

PAUL J. HAVERTY
Paul@bbhlaw.net

CLIENT FEE AGREEMENT

1. Medfield Zoning Board of Appeals, 459 Main Street, Medfield, MA 02052 (the Client), hereby agrees to retain the Law Firm of Blatman, Bobrowski & Haverty, LLC, 9 Damonmill Square, Suite 4A4, Concord, MA 01742 (the Firm), in connection with:

The appeal to the Housing Appeals Committee by Country Estates of Medfield, LLC of a determination of the Board that a proposed modification constitutes a substantial change pursuant to 760 CMR 56.05(11). Such representation shall include review of all appeal materials, and representation before the Housing Appeals Committee.

2. Legal services actually performed by the Firm for the Client shall be charged at the following hourly rates:

Principal/Associate	\$200.00
Paralegal	\$ 60.00

3. The Firm acknowledges that no retainer has been requested or provided on this matter. The Firm shall bill the Client monthly, and the Client shall pay the Firm's invoices within thirty days.

4. The Client agrees to assume and pay for all out-of-pocket disbursements incurred in connection with this matter, such as filing fees, witness fees, witness travel expenses, sheriff's and constable's fees, deposition expenses, investigative expenses, expert witness costs, and the like. The Firm agrees to provide thirty (30) days notice to the Client when such expenses are anticipated. The Client agrees to pay for all of said out-of-pocket expenses to the Firm for payment of applicable invoices within thirty (30) days of the date of any bill or statement of account for said out-of-pocket expenses.

5. The Client understands that it has the right to consult with another lawyer in connection with any of the terms of this agreement prior to signing it. The Client understands that the Firm may assign any attorney within the Firm to work on this file.

6. It is understood and agreed that the hourly time charges for legal services include, but are not limited to, the following: court or agency appearances; travel; conferences; telephone calls;

correspondence; legal research; preparing for and conducting depositions; preparation of pleadings and memoranda; reading and reviewing file materials; preparation for agency, pre-trial hearings, and trial; and post-trial proceedings. Telephone calls and correspondence shall be billed at a minimum rate of two-tenths (2/10) of one hour.

7. The Firm shall not at any time be required to continue to represent the Client unless all of the Firm's prior invoices from costs accrued have been paid as set forth herein.

8. In the event that the Firm ceases to represent the Client, the Firm shall return to the Client all papers, documents and tangible materials which the Client furnished to the Firm, if requested by the Client.

9. The foregoing represents the entire agreement between the Firm and Client. By signing below, Client acknowledges that it has carefully read this agreement, understands its contents, and agrees to be bound by all of its terms and conditions; that the Firm has made no representation to the Client as to the likelihood of the outcome of any proceeding now pending or to be brought by or against the Client; and that the Client believes this agreement to be fair and reasonable.

Date: April 2, 2020

Kristine Trierweiler, Town Administrator
Town of Medfield
Client



Paul Haverty, Principal
Blatman, Bobrowski & Haverty, LLC

STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST

updated 12/17

***2 Original Signed Project Request Forms are to be submitted.**

CONTRACT # _____

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

Project Name: South Street Extension Resurfacing

Primary Road: South Street Extension

Local Road: _____

Bridge #: _____

City/Town: Medfield

Location(s) _____

Length: 7790 feet

Width: 31 feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	<u>9.5 mm SuperPave Overlay with warm mix additive</u>
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

The Town of Medfield will be conducting mill and overlay operations on South Street Extension in accordance with our pavement management program.

WORK TO BE DONE:

Force Account: Advertised Contract: Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ 373,000.00

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:	
Signed:	_____
State Aid Engineer	Date
Road Classification Verified:	_____
Approved for \$ _____ @ 100%	_____
District Highway Director	Date

Signed: <u>Maurice Goulet</u>	
<u>DPW DIRECTOR</u>	<u>4/10/2020</u>
Highway Official's Title	Date
_____	_____
Accounting Official's Title	Date
_____	_____
Date	Duly Authorized Municipal Officials



CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Medfield MassDOT Highway District # 3

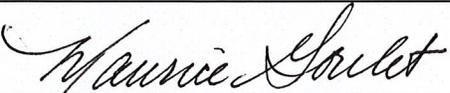
Proposed Work: Surface treatment (rubber chip seal)
 Construction _____ Resurfacing X Improvement _____ Engineering _____ Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes _____ No X
 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes _____ No X
 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No X
 4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No X
 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes _____ No X
 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
 If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No X
 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
 If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes _____ No X
 8. Have all necessary takings, easements, rights of entry, etc. been completed?
 If a county Hearing is required, it must be held prior to starting work Yes X No _____
 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? Yes _____ No X
 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *
 If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes _____ No X
 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes _____ No X
- * See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
	
	DPW Director Highway or Conservation Officer's Title
Signatures Date	Signatures Date 4/10/2020

**This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.**

Road: South Street
 From: Juniper Lane
 To: Norfolk Town Line
 Section # (if applicable)

Town of Medfield
 Department of Public Works
 Road Cost Estimates
 Reconstruction Method: Mill & Overlay

Roadway Measurements:

Length(FT) = 7790
 Average Width(FT) = 31 (From GIS Measurements)
 Area(SY) = 26832

Proposed Roadway Asphalt:

Top (IN) = 2 0.060 Liquid Asphalt Content (Thickness includes 1" for leveling course)
 Current Liquid Asphalt Costs (TON) = \$ 535.00
 Current Diesel Fuel Costs (GAL) = \$ 2.39
 Cold Plane (SY) = 26832 Unit Price \$ 2.61 \$ 70,032.10
 Asphalt (TONS) = 3005 Unit Price \$ 78.70 \$ 236,509.94
 Asphalt & Diesel Adjustment (TON) = 3005 Unit Price \$ - \$ -
 Tack Coat (GAL) = 1342 Unit Price \$ - \$ -

Curbing:

Type 3 Berm (Lin.FT) = Unit Price \$ 8.00 \$ -
 Type A (Lin.FT) = Unit Price \$ 8.00 \$ -
 Straight Granite VB (Lin. FT) = Unit Price \$ 32.00 \$ -
 Curved Granite VB (Lin. FT) = Unit Price \$ 35.00 \$ -

Misc Items:

Loam (CY) = 0 Unit Price \$ - \$ - (Assumes 4" Loam 2' Wide on each side of street)
 Loam & Seeding (SY) = 0 Unit Price \$ 10.00 \$ - (Assumes 2' Wide on each side of street)
 Structures Adjusted (EA) = 70 Unit Price \$ 230.00 \$ 16,100.00
 Structures Rebuilt (EA) = Unit Price \$ 300.00 \$ -
 Structures Remodeled (VF) = Unit Price \$ 480.00 \$ -
 Line Striping (# of Lines) = 4 Enter 0 for none, 2 for DY, 4 for DY and Edge
 Line Striping (LF) = 31160 Unit Price \$ 0.05 \$ 1,464.52 (Unit cost determined from FY10 Road Work)

Subtotal = \$ 324,106.56
 Police Contingency (5%) = \$ 16,205.33
 Project Contingency (10%) = \$ 32,410.66 (includes QAQC Testing)
Total = \$ 372,722.54

Unit Prices Based on CY2020 SERSG Contract

STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST

updated 12/17

***2 Original Signed Project Request Forms are to be submitted.**

CONTRACT # _____

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

Project Name: Preventative Maintenance

Primary Road: Various Roadways

Local Road: _____

Bridge #: _____

City/Town: Medfield

Location(s) _____

Length: Varies feet

Width: Varies feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: Rubber Chip Seal Resurfacing

Base Course: _____

Foundation: _____

Shoulders/Sidewalks: _____

SCOPE OF WORK:

The Town of Medfield will be conducting Rubber Chip Seal operations on various roadways in accordance with our pavement management program.

WORK TO BE DONE:

Force Account: Advertised Contract: Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ 300,000.00

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:

Signed: _____
State Aid Engineer Date

Road Classification Verified: _____

Approved for \$ _____ @ 100%

District Highway Director Date

Signed:

Maurice Gould _____

DPW DIRECTOR 4/10/2020
Highway Official's Title Date

Accounting Official's Title Date

Date Duly Authorized Municipal Officials

CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Medfield MassDOT Highway District # 3

Proposed Work: Surface treatment (rubber chip seal)

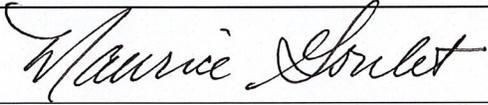
Construction _____ Resurfacing X Improvement _____ Engineering _____ Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes _____ No X
 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes _____ No X
 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No X
 4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No X
 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes _____ No X
 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No X
 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes _____ No X
 8. Have all necessary takings, easements, rights of entry, etc. been completed?
If a county Hearing is required, it must be held prior to starting work Yes X No _____
 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? Yes _____ No X
 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *
If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes _____ No X
 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes _____ No X
- * See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
	
	DPW Director Highway or Conservation Officer's Title
Signatures Date	Signatures Date 4/10/2020

**This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
This form should accompany the Project Request Form.**

Road: Hearthstone Drive	Town of Medfield
From: Nebo Street	Department of Public Works
To: Bow Street	Road Cost Estimates
Section # (if applicable)	Reconstruction Method: Preventative

Roadway Measurements:

Length(FT) = 3396.87
 Average Width(FT) = 28 (From GIS Measurements)
 Area(SY) = 10568

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	10568	Unit Price	\$ 5.00	\$ 52,840.20
Level/Shim Course (TN)	0	Unit Price	\$ 150.00	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$ 370.00	\$ -
Adjustment of Gate Boxes =	0	Unit Price	\$ 175.00	\$ -
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge		
Line Striping (LF) =	0	Unit Price	\$ 0.05	\$ -

Subtotal =	\$ 52,840.20
Police Contingency (2%) =	\$ 1,056.80
Project Contingency (5%) =	\$ 2,642.01
Total =	\$ 56,539.01

Unit Prices Based on CY2020 SERSG Contract

Road: Hillcrest Road
 From: Nebo Street
 To: Cul de sac
 Section # (if applicable)

Town of Medfield
 Department of Public Works
 Road Cost Estimates
 Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 2772.59
 Average Width(FT) = 28 (From GIS Measurements)
 Area(SY) = 8626

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	8626	Unit Price	\$	5.00	\$	43,129.18
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	370.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.05	\$	-

Subtotal =	\$	43,129.18
Police Contingency (2%) =	\$	862.58
Project Contingency (5%) =	\$	2,156.46
Total =	\$	46,148.22

Unit Prices Based on CY2020 SERSG Contract

Road: Ledgetree Road
From: Hearthstone Drive
To: Cul de sac

Town of Medfield
Department of Public Works
Road Cost Estimates

Section # (if applicable)

Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 3615.36
Average Width(FT) = 28 (From GIS Measurements)
Area(SY) = 11248

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	11248	Unit Price	\$	5.00	\$	56,238.93
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	370.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.05	\$	-

Subtotal =	\$	56,238.93
Police Contingency (2%) =	\$	1,124.78
Project Contingency (5%) =	\$	2,811.95
Total =	\$	60,175.66

Unit Prices Based on CY2020 SERSG Contract

Road: Belknap Road
From: Hearthstone Drive
To: Hillcrest Road

Town of Medfield
Department of Public Works
Road Cost Estimates

Section # (if applicable)

Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 1617.4
Average Width(FT) = 28 (From GIS Measurements)
Area(SY) = 5032

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	5032	Unit Price	\$	5.00	\$	25,159.56
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	370.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.05	\$	-

Subtotal =	\$	25,159.56
Police Contingency (2%) =	\$	503.19
Project Contingency (5%) =	\$	1,257.98
Total =	\$	26,920.72

Unit Prices Based on CY2020 SERSG Contract

Road: Wildwood Drive	Town of Medfield
From: Hearthstone Drive	Department of Public Works
To: Belknap Road	Road Cost Estimates
Section # (if applicable)	Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) =	868.59	
Average Width(FT) =	28	(From GIS Measurements)
Area(SY) =	2702	

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	2702	Unit Price	\$ 5.00	\$ 13,511.40
Level/Shim Course (TN)	0	Unit Price	\$ 150.00	\$ -

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$ 370.00	\$ -
Adjustment of Gate Boxes =	0	Unit Price	\$ 175.00	\$ -
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge		
Line Striping (LF) =	0	Unit Price	\$ 0.05	\$ -
Subtotal =				\$ 13,511.40
Police Contingency (2%) =				\$ 270.23
Project Contingency (5%) =				\$ 675.57
Total =				\$ 14,457.20

Unit Prices Based on CY2020 SERSG Contract

Road: Rolling Lane From: Hillcrest Road To: Cul de sac Section # (if applicable)	Town of Medfield Department of Public Works Road Cost Estimates Reconstruction Method: Rubber Chip Seal
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Roadway Measurements:

Length(FT) = 1310.6
 Average Width(FT) = 28 (From GIS Measurements)
 Area(SY) = 4077

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	4077	Unit Price	\$	5.00	\$	20,387.11
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	370.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.05	\$	-

Subtotal =	\$	20,387.11
Police Contingency (2%) =	\$	407.74
Project Contingency (5%) =	\$	1,019.36
Total =	\$	21,814.21

Unit Prices Based on CY2020 SERSG Contract

Road: Bow Street	Town of Medfield
From: Hillcrest Road	Department of Public Works
To: Dead end	Road Cost Estimates
Section # (if applicable)	Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 552.47

Average Width(FT) = 25 (From GIS Measurements)

Area(SY) = 1535

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	1535	Unit Price	\$	5.00	\$	7,673.19
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	370.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.05	\$	-
Subtotal =						\$ 7,673.19
Police Contingency (2%) =						\$ 153.46
Project Contingency (5%) =						\$ 383.66
Total =						\$ 8,210.32

Unit Prices Based on CY2020 SERSG Contract

Road: Cranmore Road
From: Bow Street
To: Dead end

Town of Medfield
Department of Public Works
Road Cost Estimates

Section # (if applicable)

Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 635.51
Average Width(FT) = 28 (From GIS Measurements)
Area(SY) = 1977

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	1977	Unit Price	\$	5.00	\$	9,885.71
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	370.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.05	\$	-

Subtotal =	\$	9,885.71
Police Contingency (2%) =	\$	197.71
Project Contingency (5%) =	\$	494.29
Total =	\$	10,577.71

Unit Prices Based on CY2020 SERSG Contract

Road: Fieldstone Drive
From: Eastmount Road
To: Ledgetree Road

Town of Medfield
Department of Public Works
Road Cost Estimates

Section # (if applicable)

Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 891.31
Average Width(FT) = 24 (From GIS Measurements)
Area(SY) = 2377

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	2377	Unit Price	\$	5.00	\$	11,884.13
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	370.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.05	\$	-

Subtotal =	\$	11,884.13
Police Contingency (2%) =	\$	237.68
Project Contingency (5%) =	\$	594.21
Total =	\$	12,716.02

Unit Prices Based on CY2020 SERSG Contract

Road: Fairview Road
From: Philip Street
To: Fieldstone Drive

Town of Medfield
Department of Public Works
Road Cost Estimates

Section # (if applicable)

Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 1357.8
Average Width(FT) = 24 (From GIS Measurements)
Area(SY) = 3621

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	3621	Unit Price	\$	5.00	\$	18,104.00
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	370.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.05	\$	-

Subtotal =	\$	18,104.00
Police Contingency (2%) =	\$	362.08
Project Contingency (5%) =	\$	905.20
Total =	\$	19,371.28

Unit Prices Based on CY2020 SERSG Contract

Road: Eastmount Road

From: Fieldstone Drive

To: Cul de sac

Town of Medfield

Department of Public Works

Road Cost Estimates

Section # (if applicable)

Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 1613.13

Average Width(FT) = 24 (From GIS Measurements)

Area(SY) = 4302

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	4302	Unit Price	\$	5.00	\$	21,508.40
Level/Shim Course (TN)	0	Unit Price	\$	150.00	\$	-

Misc Items:

Structures Adjusted (EA) = 0 Unit Price \$ 370.00 \$ -

Adjustment of Gate Boxes = 0 Unit Price \$ 175.00 \$ -

Line Striping (# of Lines) = 0 Enter 0 for none, 2 for DY, 4 for DY and Edge

Line Striping (LF) = 0 Unit Price \$ 0.05 \$ -

Subtotal = \$ 21,508.40

Police Contingency (2%) = \$ 430.17

Project Contingency (5%) = \$ 1,075.42

Total = \$ 23,013.99

Unit Prices Based on CY2020 SERSG Contract

AGREEMENT BETWEEN
MUNICIPALITY OF MEDFIELD, MASSACHUSETTS
Board of Assessors, 459 Main Street
Medfield, MA 02052

AND

PATRIOT PROPERTIES, INC.
123 Pleasant Street
Marblehead, MA 01945

This contract is made and entered into this _____ day of _____, 2020, by and between MEDFIELD, MASSACHUSETTS (hereinafter referred to as the MUNICIPALITY), a Municipal Corporation organized under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Assessors, and PATRIOT PROPERTIES, INC., a Massachusetts corporation (hereinafter referred to as the COMPANY), whose principal place of business is at 123 Pleasant Street Marblehead, Massachusetts, 01945.

In consideration of the compensation set forth herein, the COMPANY agrees to provide the following services in compliance with the Massachusetts Department of Revenue regulations, as they currently exist

1. Scope of Agreement

Fiscal Years 2021 - 2024 C&I Interim Year Valuation Adjustment:

- A. Conduct with the analysis of Commercial, Industrial and Apartment Properties.
- B. Analyze all available income and expense statements for the purpose of applying the income approach to the Commercial and Industrial and Apartment Properties.
- C. A minimum of two approaches to value, cost and income, will be utilized on these properties where applicable.
- D. Adjust tables and any other requirements of the PATRIOT system necessary to complete the LA-15 Report and support documentation in compliance with the Massachusetts DOR regulations for an Interim Year Valuation Adjustment.

Fiscal Year 2025 C&I Certification Consulting

Commercial Real Estate

- A. Review all sales from calendar year 2023 to current.
- B. Build Models and Tables on the PATRIOT Cost System that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue.

- C. Generate all required spreadsheets, reports, or other documentation necessary to comply with the Massachusetts Department of Revenue regulations and assist with the Fiscal Year 2025 Certification.

Industrial Real Estate

- A. Review all sales from calendar year 2023 to current.
- B. Build Cost Models and Tables on the PATRIOT Cost System that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue.
- C. Generate all required spreadsheets, reports, or other documentation necessary to comply with the Massachusetts Department of Revenue regulations and assist with the Fiscal Year 2025 Certification.

Apartment Real Estate

- A. Review all sales from calendar year 2023 to current.
- B. Build Cost Models and Tables on the PATRIOT Cost System that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue.
- C. Generate all required spreadsheets, reports, or other documentation necessary to comply with the Massachusetts Department of Revenue regulations and assist with the Fiscal Year 2025 Certification.

Income approach to value for all appropriate Real Estate

- A. A minimum of two approaches to value is required by the Massachusetts Department of Revenue. In this case cost and income will be utilized on these properties where applicable.
- B. Review all reported income and expense data received. Build Income Approach Models and Tables on the PATRIOT Income System that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue.
- C. Generate all required spreadsheets, reports, or other documentation necessary to comply with the Massachusetts Department of Revenue regulations and assist with the Fiscal Year 2025 Certification.

2. General Conditions

- A. The MUNICIPALITY will be responsible for all mailings and postage.

3. Compensation

In consideration of the services to be performed by the COMPANY, the MUNICIPALITY shall pay the COMPANY the following amount:

**Forty-One Thousand Dollars
\$41,000.00**

Level funded over (5) fiscal years

Five (5) Fiscal Years (FY2021-FY2025) @ \$8,200.00 / Year = \$41,000.00

The MUNICIPALITY'S financial obligations are only binding for the current fiscal year; financial obligations for the subsequent fiscal year(s) are subject to appropriation by the local legislative body. The COMPANY shall submit periodic invoices to the MUNICIPALITY reflecting the steps completed and the corresponding payment due. The Assessors will review each invoice and, within 20 business days of its receipt, either approve it for payment and forward it to the appropriate department for timely processing, or return it to the COMPANY with a statement of reasons for its rejection. The final payment shall be due and payable to the COMPANY within thirty (30) days after the receipt of final certification from the Department of Revenue.

4. Relationship of Parties

In performing services pursuant to this Agreement, the COMPANY is performing solely in the capacity of an independent contractor and is not an employee or agent of the MUNICIPALITY. The COMPANY does not undertake by this Agreement, or otherwise, to perform any obligation of the MUNICIPALITY, whether regulatory or contractual, and the MUNICIPALITY shall not be bound under contract, subcontract, or other commitment made by the COMPANY without the express written consent of the MUNICIPALITY.

5. Prime Contractor Responsibility

The Assessors require single-point responsibility for the entire project. Subcontractors may be used, but the prime contractor must accept full responsibility for the subcontractors' performance. The COMPANY must identify all subcontractors, and the COMPANY must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must be approved by the MUNICIPALITY, in writing, prior to their performing any of the services under this Agreement.

6. Assignment of Contract

The COMPANY shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the Assessors, provided, however, that claims for money due or to become due to the COMPANY from the MUNICIPALITY hereunder may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the Assessors. Any such assignment shall be expressly made subject to all defenses, set offs, or counter claims, which would have been available to the MUNICIPALITY against the COMPANY in the absence of such assignment.

7. Ownership and Confidentiality of Information

- A.** All information acquired by the COMPANY from the MUNICIPALITY, or from others at the expense of the MUNICIPALITY, in the performance of the Agreement shall be and remain the property of the MUNICIPALITY. This includes all records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the COMPANY in the performance of this Agreement.
- B.** The COMPANY recognizes that in the performance of this Agreement, it may obtain or have access to confidential information including information subject to restrictions on its disclosure pursuant to Massachusetts General Laws, Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules, and guidelines promulgated thereunder regarding access to, and disclosure of, such information.
- C.** The COMPANY agrees that it will use this information only as required in the performance of the Agreement and will not, before or after the completion of this Agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Assessor. The COMPANY further agrees to return said information to the MUNICIPALITY promptly at its request in whatever form it is maintained by the COMPANY.
- D.** The COMPANY agrees to take reasonable steps to ensure the confidentiality and security of the information in its possession or under its control.
- E.** In the event of the COMPANY'S failure to conform to the requirements set forth in Paragraphs A through D above, the MUNICIPALITY may terminate this Agreement upon thirty (30) days written notice, unless within such thirty day period, the failure to conform is cured.

8. Indemnification

The COMPANY shall indemnify and hold harmless the MUNICIPALITY against any and all liability, loss, damages, cost, or expenses relating to personal injury or property damage which the MUNICIPALITY may sustain, incur, or be required to pay, arising out of or in connection with services performed under this Agreement, by reason of any negligent action or inaction or willful misconduct of the COMPANY, a person employed by the COMPANY, or any of its subcontractors, provided that:

- A.** The COMPANY is notified of any claim within a reasonable time after the MUNICIPALITY becomes aware of it, and
- B.** The COMPANY is afforded an opportunity to participate in the defense of such claim. In such event, the COMPANY shall have the right to approve any settlement negotiated.

9. Insurance Requirements

The COMPANY will maintain all insurance required by law for its employees, including disability, workers' compensation and unemployment, and public liability insurance at least as hereinafter set forth so as to protect it and the MUNICIPALITY from any and all claims for personal injury and property damage from the entire pendency of the project:

- A. The COMPANY shall provide Certificate(s) of insurance for Professional Liability, General Liability and Automobile Liability each with a minimum of \$1,000,000.00 with the MUNICIPALITY named as and additional insured on the General Liability insurance coverage and Worker's Compensation coverage per statute.

10. Termination of Contract

- A. Subject to the provisions of the Section entitled "Force Majeure", if the COMPANY shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the COMPANY shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of said failure or violation is received by the COMPANY, then the MUNICIPALITY shall thereupon have the right to terminate this Agreement by giving written notice to the COMPANY of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.
- B. Subject to the provisions of the Section entitled "Force Majeure", if the MUNICIPALITY shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the MUNICIPALITY shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of said failure or violation is received by the MUNICIPALITY, then the COMPANY shall thereupon have the right to terminate this Agreement by giving written notice to the MUNICIPALITY of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.
- C. In the event of termination, all finished deliverables and all deliverables in process and all other records, data files, computer records, work sheets, studies, documentation and materials, complete and incomplete, shall be delivered to the MUNICIPALITY within fifteen (15) calendar days after such termination. The COMPANY acknowledges that any failure or unreasonable delay on its part in the delivery of such materials to the MUNICIPALITY will cause irreparable injury to the MUNICIPALITY not adequately compensable in damages. The COMPANY accordingly agrees that the MUNICIPALITY may, in such event, seek and obtain injunctive relief as well as monetary damages. The COMPANY shall be entitled to receive just and equitable compensation for any work performed under this Agreement completed prior to the date of termination, which is determined by the MUNICIPALITY to be satisfactory.
- D. Notwithstanding the above, in the event of termination, the COMPANY shall not be relieved of liability by virtue of any breach of this Agreement by the COMPANY, and the MUNICIPALITY may withhold any payments to the COMPANY for the purpose of set-off until such time as the exact amount of damages due to the MUNICIPALITY from the COMPANY is determined.

11. Force Majeure

Neither party will be liable to the other or be deemed to be in breach under this Agreement for any failure to perform or delay in rendering performance due to causes beyond its reasonable control and without its fault and negligence. Such causes may include, but are not limited to, an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

It is agreed, however, that since the performance dates of this Agreement are important to the implementation of the entire program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the COMPANY, shall be deemed to render performance impossible, and the MUNICIPALITY shall thereafter have the right to terminate this Agreement, in accordance with the provisions of the section entitled "Termination" without termination costs, penalties, or other liability.

12. Conflict of Interest

- A. The COMPANY agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest and that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Agreement.
- B. No officer, member, or employee of the Commonwealth and no public official of the governing body of the locality or localities in which this Agreement shall be performed who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall:
 - 1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; or
 - 2. Have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The COMPANY shall not contract with or employ an assessor, selectman, or executive or financial officer of the MUNICIPALITY to perform any of the services under this Agreement.

13. Effectiveness of Agreement

The effective date of this Agreement shall be the date upon which the Agreement is signed and executed by the COMPANY and the MUNICIPALITY.

14. Notices

Any notice required or permitted to be given to a party shall be sufficient if given in writing and sent by Certified Mail, addressed to the MUNICIPALITY as identified above and to the COMPANY as identified above.

15. Integration

All attachments referred to in this Agreement are deemed to be part of the Agreement.

16. Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by authorized representatives of both parties, and attached hereto.

17. Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Agreement shall be waived except by the written agreement of the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

18. Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

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 Superior Court in Dedham or Dedham District Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

IN WITNESS WHEREOF, PATRIOT PROPERTIES, INC., and MEDFIELD, MASSACHUSETTS have caused this Agreement to be executed by their duly-authorized officers.

PATRIOT PROPERTIES, INC.

By: 

Title: PRESIDENT

Date: 3/19/20

TOWN OF MEDFIELD, MA

By: _____

Title: _____

Date: _____

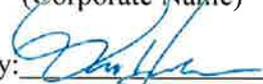
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that Patriot Properties, Inc., to the best of my knowledge and belief, has filed all Massachusetts State tax returns and paid all Massachusetts State taxes required under law.

PATRIOT PROPERTIES, INC.

(Corporate Name)

04-2864004

(Fed: I.D. Number)

By: 

(Corporate Officer)