



Board of Selectmen
Meeting Packet
June 7, 2022



Nicholas Milano <nmilano@medfield.net>

Contract M.J. Tuttle for stone dust installation

James Goldstein [REDACTED]

Tue, May 24, 2022 at 4:13 PM

To: Nicholas Milano <nmilano@medfield.net>

Cc: Christian Donner

, Robert Weidknecht [REDACTED], Paula Crerar

>, MICHAEL TAYLOR [REDACTED]

, Robert Kennedy [REDACTED]

Nick,

We have received 3 quotes for stone dust installation for the rail trail (see attached).

Each is a daily rate for paving machine and operator, vibratory roller with operator, and 10-wheel dump truck.

- M.J. Tuttle Excavating \$3,600 per day
- Stuccchi Landscape & Design \$4,880 per day
- A&D Landscape Services \$4,675 per day

Please draw up a simple contract for MJ. Tuttle Excavating. They are the low bidder, met with Bobby Kennedy of DPW last week to discuss the job and, based on Tuttle's experience with the Holliston Rail Trail, we have a lot of confidence in their work. Tuttle estimates it will take 3 days to complete the job. The contract could refer to the following specifications, which we provided to each bidder:

- Trail is 1.33 miles x 11 ft width x 3-4 inches of stone dust. Three access points: Ice House Rd., Harding St., and Farm St. (see attached plans)
- Stone dust to be supplied by the Town and will be delivered to Medfield DPW location on Ice House Rd. in Medfield
- Stone dust must be installed with contractor's paving machine and operator, and compacted with vibratory roller with operator.
- Contractor needs to truck stone dust from Ice House Rd. and load into the paving machine along the trail (Note: Medfield DPW will supply one truck and driver; contractor will supply one truck and driver)
- Job is expected to start on or about June 6
- Town will provide oversight of installation
- Quote should specify daily rate (based on 8 hrs.) for:
 - Paver with operator(s)
 - Vibratory roller with operator
 - 10-wheel dump truck with operator

Let me know if you have any questions or need more information.

James Goldstein

3 attachments

[Est_3525_from_M._J._TUTTLE_EXCAVATING_17856\[2\].pdf](#)

66K

[Stuccchi Landscape - Medfield Rail Trail Estimate\[2\].pdf](#)

36K



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # Medfield 2022-

STATE CONTRACT # (if applicable) _____

This Contract is made this 7th day of June, 2022 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 Herbert E Brockert Jr Construction, having a usual place of business at 760 Central St, Holliston, MA 01746 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor has been selected by to the Town to perform the construction management services for stone dust installation on the Medfield Rail Trail, hereinafter referred to as 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 consists of this Agreement.
2. Scope of Services: The Contractor shall furnish construction management services for stone dust installation services related to the Program as well as all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: June 7, 2022 through June 30, 2022.
6. Payment for Work: The Town shall pay \$100.00 per hour for the Program. Said Program shall be completed within three days. In the event that additional days of work are necessary, the Contractor shall submit a written request to the Town to proceed. The Town may authorize additional days of work in writing.

The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

7. **Indemnification of the Town:** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. **Contractor's Standard of Care.** In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the construction management industry currently practicing under similar circumstances. The Contractor represents that it is familiar with, is knowledgeable about, and shall adhere to applicable federal and state statutes and regulations and private industry standards including, but not limited to those related to public works construction, rail bed disturbance, rail trail construction, and stone dust installation. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. **Independent Contractor:** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. **Inspection and Reports:** The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. **Termination:**

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

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

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # Medfield 2022-

STATE CONTRACT # (if applicable) _____

This Contract is made this 7th day of June, 2022 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 M.J. Tuttle Excavating, having a usual place of business at 441 Fiske Street, Holliston, MA 01746 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a written quotation to the Town to perform the stone dust installation (Attachment A), hereinafter referred to as 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 Contractor's Written Quotation for Scope of Work and Compensation (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 stone dust installation services related to the Program in accordance with Attachment A as well as all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Contract Term: The Contract Term is as follows: June 7, 2022 through June 30, 2022.
6. Payment for Work: The Town shall pay \$3,600.00 per day for the Program in accordance with the pricing in Attachment A. Said Program shall be completed within three days. In the event that additional days of work are necessary, the Contractor shall submit a written request to the Town to proceed. The Town may authorize additional days of work in writing.

The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall retain 20% from each invoice to be paid upon completion of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the excavation, site work, and stone dust installation industry currently practicing under similar circumstances. The Contractor represents that it is familiar with, is knowledgeable about, and shall adhere to applicable federal and state statutes and regulations, including, but not limited to those related to rail bed disturbance, rail trail construction, and public works construction. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Termination:

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

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

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

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

15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department,

Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

From: James Goldstein**Date:** Wednesday, May 11, 2022 at 9:02 AM**To:** "mjuttleco@██████████"**Subject:** Medfield Rail Trail - Quote for Stone Dust Installation

Mike,

Per our recent call, below are the specs for the Medfield Rail Trail and attached are the trail plans.

The quote should be emailed to Nicholas Milano, Assistant Town Administrator nmilano@medfield.net, and copied to me as President of the Bay Colony Rail Trail Association ██████████. They should reference our specs. for the job:

- Trail is 1.33 miles x 11 ft width x 3-4 inches of stone dust. Three access points: Ice House Rd., Harding St., and Farm St. (see attached plans)
- Stone dust to be supplied by the Town and will be delivered to Medfield DPW location on Ice House Rd. in Medfield
- Stone dust must be installed with contractor's paving machine and operator, and compacted with vibratory roller with operator.
- Contractor needs to truck stone dust from Ice House Rd. and load into the paving machine along the trail (Note: Medfield DPW will supply one truck and driver; contractor will supply one truck and driver)
- Job is expected to start on or about June 6
- Town will provide oversight of installation
- Quote should specify daily rate (based on 8 hrs.) for:
 - Paver with operator(s)
 - Vibratory roller with operator
 - 10-wheel dump truck with operator

Thanks and we look forward to receiving your quote.

James Goldstein

M. J. TUTTLE EXCAVATING

441 Fiske St.
Holliston, MA 01746

Estimate

Date	Estimate #
5/11/2022	3525

Name / Address

Project	
Rail Trail	
Description	Total
1000 F Track paver with operators. Prices based on 8 Hour day.	2,000.00
Vibratory Roller with operator.	800.00
10 - Wheel dump truck.	800.00
Any question please call 508-958-8400 Thanks Mike	
	Total
	\$3,600.00

Phone #

508-958-8400

E-mail

mjtuttleco@yahoo.com

May 23, 2022

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

Re: Recycling at town approved events

Dear Selectmen:

I am a member of the Transfer Station and Recycling Committee (TSARC) and at a recent meeting, concerns were raised about the lack of recycling offered or available at events in town. As recycling is mandatory in Medfield, we think it is important that events approved by the Board of Selectmen should specifically require recycling.

As an example, some of us have attended Zelus Beer Garden events in the summer and they have had one or two very small containers for recycling that got full very quickly. The Zelus Beer Garden this past Saturday had no recycling available and people used the trash cans for their recyclable items.

As another example, last year's Medfield Day also had little in the way of recycling stands, so most recyclable items were discarded as trash. When we mentioned this to a representative of MEMO, the reply was essentially that if we wanted recycling, we should come up with a solution and implement it ourselves.

We know you see many requests for events and we would like to ask you, as part of your permit approval process, to require that the sponsor of events must recycle, as is required in Medfield. This would mean event sponsors should supply adequate receptacles for both trash and recycling and have a plan to monitor and empty them throughout the event and when the event is over, make sure the recyclables are recycled.

Thank you for your attention to this matter.

Sincerely,

Chris Carlin
TSARC Committee Member



Nicholas Milano <nmilano@medfield.net>

EOYR Memo

Andrew Foster <afoster@medfield.net>
To: Brittney Franklin <bfranklin@medfield.net>
Cc: Nicholas Milano <nmilano@medfield.net>

Tue, May 31, 2022 at 7:03 PM

Hello Brittney,

See attached for the end of year report agreements. And here is a narrative of what they are:

"This document is an agreement between the selectboard and the school committee for the allocation of townside costs for the annual school end of year report.

The school end of year report is filed annually to the Massachusetts Department of Elementary and Secondary Education (DESE). It is used to track revenues and expenditures for the school department and is used to calculate Chapter 70 aid, as well as certain state and federal grants.

During our audit this past year it was recommended by our auditors that this agreement should be reviewed and signed by our current boards. The last time this was done was in 2005. We have no recommended changes in the methodology.

*Andrew Foster
Assistant Town Accountant"*

Thanks,

Andrew

--
Andrew Foster
Assistant Town Accountant
Town of Medfield
Phone: 508-906-3021
Fax: 508-359-6182

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

2 attachments

DOE EOY AGREEMT FOR ALLOC OF ANNUAL COSTS-signed copy.pdf
37K

DOE EOY AGREEMT FOR ALLOC OF ANNUAL COSTS v.2.doc
25K

**AGREEMENT FOR ALLOCATION OF ANNUAL COSTS
for the
DOE END-OF-YEAR PUPIL & FINANCIAL REPORT**

The following will be the allocation methodology of Town costs for the End of Year Pupil and Financial Report required to be submitted annually to the Massachusetts Department of Education:

School Committee (1110)	Actual costs
General Administration Services (1410)	As per Department of Education regulations, annual rate as set by DOE multiplied by October 1 enrollment.
Legal Services, Legal Settlements (1430, 1435)	Actual costs
District-Wide Info Management & Technology (1450)	Actual costs
Educational Media & Library Services (2340, 2415)	Actual costs
Pupil Support Services (3100, 3200)	Actual costs
Pupil Transportation (3300)	Actual costs
School Security (3600)	Actual costs
Operations and Maintenance of Plant (4000 series)	Actual costs
Employer Retirement Contributions (5100)	Retirement costs are determined by calculating the ratio of School Department employees, who are members of the Norfolk County Retirement system, annual retirement deductions as a percentage of total deductions for all Town employees, and multiplying that percentage by the Town's annual appropriation for retirement benefits.
Insurance for Active Employees (5200)	Actual costs for School Department employees.
Insurance for Retired School Employees (5250)	Actual costs for retired School Department employees.
Other Non-Employee Insurance (5260)	Percentage determined by insurance company.
Rental-Lease (5300 series)	Actual costs
Short-Term Interest (5400 series)	Actual costs
Other Fixed Charges (5500)	Actual costs
Non-Public Schools, Other Community Services(6000 series)	Actual costs
Capital Expenditures (7000 series)	Actual expenditures
Long Term Debt (8000 series)	Actual expenditures
Payments to Other Districts (9000 series)	Actual costs

In each of the categories listed above, for purposes of Schedule 19, projections will be used. This agreement may be reviewed and amended periodically to allow for changes.

Chairperson, Medfield School Committee

Date

Chairperson, Medfield Selectboard

Date

COVID-19 Agreement for Town of Medfield

CDC COVID-19 Vaccination Program Provider Agreement

The following link to a sample of the agreement can be used for reference and to collect data: [MCVP Sample](#)

Information in a grey box/field is editable. If any pre-uploaded information isn't correct, please correct the information. **Please complete Sections A and B of this form as follows:**

The Centers for Disease Control and Prevention (CDC) greatly appreciates your organization's (Organization) participation in the CDC COVID-19 Vaccination Program. Your Organization's chief medical officer (or equivalent) and chief executive officer (or chief fiduciary)—collectively, Responsible Officers—must complete and sign the CDC COVID-19 Vaccination Program Provider Requirements and Legal Agreement (Section A). CDC COVID-19 Vaccination Program Provider Profile Information (Section B) must be completed for each vaccination Location covered under the Organization listed in Section A.

Section A. COVID-19 Vaccination Program Provider Requirements and Legal Agreement

ORGANIZATION IDENTIFICATION

Organization's legal name * _____

Town of Medfield

Number of affiliated vaccination locations covered by this agreement *

1

i

Organization telephone number * _____

(508) 906-3044

Email (must be monitored and will serve as dedicated contact method for the COVID-19 Vaccination Program) *

bhealy@medfield.net

Street address 1 _____

459 MAIN ST

Street address 2

City

MEDFIELD

County *

NORFOLK

State *

MASSACHUSETTS

X

Zip *

02052

RESPONSIBLE OFFICERS

For the purposes of this agreement, in addition to Organization, Responsible Officers named below will also be accountable for compliance with the conditions specified in this agreement. The individuals listed below must provide their signature after reviewing the agreement requirements.

Chief Medical Officer (or Equivalent) Information

Last name *

Shiu

First name *

Denise

Middle initial

Title *

MD

Licensure State *

X

MASSACHUSETTS

Licensure Number * _____

Telephone number _____

(508) 668-2200

Email _____

Street address 1 _____

1350 Main Street

Street address 2 _____

City _____

Walpole

County _____

Norfolk

State _____

MASSACHUSETTS



Zip _____

02081

Chief Executive Officer (or Chief Fiduciary) Information

Last name * _____

Trierweiler

First name * _____

Kristine

Middle initial _____

Telephone number

(508) 906-3011

Email

ktrierweiler@medfield.net

Street address 1

Town of Medfield

Street address 2

459 Main St

City

Medfield

County

Norfolk

State

MASSACHUSETTS



Zip

02052

AGREEMENT REQUIREMENTS

I understand this is an agreement between Organization and CDC. This program is a part of collaboration under the relevant state, local, or territorial immunization's cooperative agreement with CDC.

To receive one or more of the publicly funded COVID-19 vaccines (COVID-19 Vaccine), constituent products, and ancillary supplies at no cost, Organization agrees that it will adhere to the following requirements:

1. Organization must administer COVID-19 Vaccine in accordance with all requirements and recommendations of CDC and CDC's Advisory Committee on Immunization Practices (ACIP).¹
2. Within 24 hours of administering a dose of COVID-19 Vaccine and adjuvant (if applicable), Organization must record in the vaccine recipient's record and report required information to the relevant state, local, or territorial public health authority. Details of required information (collectively, Vaccine-Administration Data) for reporting can be found on CDC's website.²

can be found on CDC's website.

Organization must submit Vaccine Administration Data through either (1) the

I certify that the Chief Medical Officer (or equivalent) and the Chief Executive Officer (or Chief Fiduciary or equivalent) have read and agreed to the requirements listed in the CDC COVID-19 Vaccination Program Provider Agreement. *

CDC Supplemental COVID-19 Vaccine Redistribution Agreement

The Centers for Disease Control and Prevention (CDC) plans to ship a minimum order size of COVID-19 vaccine, constituent products, and ancillary supplies at no cost directly to enrolled COVID-19 vaccination providers throughout the United States. The federally contracted vaccine distributor uses validated shipping procedures to maintain vaccine cold chain and minimize the likelihood of vaccine loss or damage during shipment. There may be circumstances where COVID-19 vaccine needs to be redistributed beyond the identified primary CDC ship-to sites (i.e., for orders smaller than the minimum order size or for large organizations whose vaccine is shipped to a central depot and requires redistribution to additional clinic locations). In these instances, vaccination provider organizations/facilities, third-party vendors, and other vaccination providers may be allowed to redistribute vaccine, if approved by the jurisdiction's immunization program and if validated cold-chain procedures are in place in accordance with the manufacturer's instructions and CDC's guidance on COVID-19 vaccine storage and handling. There must be a signed CDC COVID-19 Vaccine Redistribution Agreement for the facility/organization conducting redistribution and a fully completed CDC COVID-19 Vaccination Provider Profile Information form (Section B of the CDC COVID-19 Vaccination Program Provider Agreement) for each receiving vaccination location.

The parties to this agreement are CDC and healthcare organizations, third-party vendors, and vaccination providers that redistribute COVID-19 vaccine. CDC cannot reimburse costs of redistribution beyond the initial designated primary CDC ship-to site(s), nor for purchase of any vaccine-specific refrigerators or qualified containers. Therefore, organizations planning for redistribution of COVID-19 vaccine must carefully assess the associated risks and costs (e.g., vaccine loss due to temperature excursions, purchase of vaccine-specific portable refrigerators and/or containers) before planning this activity.

COVID-19 VACCINATION ORGANIZATION REDISTRIBUTION AGREEMENT REQUIREMENTS

To redistribute COVID-19 vaccine, constituent products, and ancillary supplies to secondary sites, this organization agrees to:

1. Sign and comply with all conditions as outlined in the CDC COVID-19 Vaccination Program Provider Agreement.
2. Ensure secondary locations receiving redistributed COVID-19 vaccine, constituent products, or ancillary supplies also sign and comply with all conditions in the CDC COVID-19 Vaccination Program Provider Agreement.
3. Comply with vaccine manufacturer instructions on cold chain management and CDC guidance in CDC's Vaccine Storage and Handling Toolkit¹, which will be updated to include specific COVID-19 conditions for any redistribution of COVID-19 vaccine to

secondary locations.

4. Document and make available any redistribution records of COVID-19 vaccine to secondary sites to jurisdiction's immunization program as requested, including dates and times of redistribution, sending and receiving locations, lot numbers, expiration dates, and numbers of doses.

~~Neither CDC nor state, local, or territorial health departments are responsible for any~~

I certify that the Chief Medical Officer (or equivalent) and the Chief Executive Officer (or

Chief Fiduciary or equivalent) have read and agreed to the requirements listed in the
CDC Supplemental COVID-19 Vaccine Redistribution Agreement. *

Chief Medical Officer (or Equivalent)

Last name *

Shiu

First name *

Denise

Middle initial

Signature *

Date *



Chief Executive Officer (or Chief Fiduciary)

Last name *

Trierweiler

First name *

Kristine

Middle initial

Signature *

Kristine Trierweiler

Date *

12/21/2020



Section B. CDC COVID-19 Vaccination Program Provider Profile Information

Please complete and sign this form for your Organization location. If you are enrolling on behalf of one or more other affiliated Organization vaccination locations, complete and sign this form for each location. Each individual Organization vaccination location must adhere to the requirements listed in Section A.

ORGANIZATION IDENTIFICATION FOR INDIVIDUAL LOCATIONS

Organization location name

Town of Medfield

Will another Organization location order COVID-19 vaccine for this site?



Yes; provide Organization name:

No

CONTACT INFORMATION FOR LOCATION'S PRIMARY COVID-19 VACCINE COORDINATOR



Last name *

Healy

First name *

Brenda

Middle initial

Telephone * _____

(508) 906-3044

Extension _____

Email * _____

Bhealy@medfield.net

CONTACT INFORMATION FOR LOCATION'S BACK-UP COVID-19 VACCINE COORDINATOR

Last name * _____

Milano

First name * _____

Nicholas

Middle initial _____

Telephone * _____

(508) 906-3009

Extension _____

Email * _____

nmilano@medfield.net

ORGANIZATION LOCATION ADDRESS FOR RECEIPT OF COVID-19 VACCINE SHIPMENTS

Street address 1 * _____

Medfield Town House - Board of Health

Street address 2 _____

459 Main Street, ground floor

City * _____

Medfield

State * _____

MASSACHUSETTS



Zip * _____

02052

Telephone * _____

(508) 906-3006

Extension _____

Fax _____

(508) 359-6182

**ORGANIZATION ADDRESS OF LOCATION WHERE COVID-19 VACCINE WILL BE
ADMINISTERED (IF DIFFERENT FROM RECEIVING LOCATION)**

Street address 1 _____

The CENTER at Medfield (Council on Aging)

Street address 2 _____

One Ice House Rd

City _____

Medfield

State _____

MASSACHUSETTS



Zip _____

02052

Telephone _____

(508) 359-3665

Extension _____

Fax

() -

 DAYS AND TIMES VACCINE COORDINATORS ARE AVAILABLE FOR RECEIPT OF COVID-19 VACCINE SHIPMENTS

Monday:

From

08:30 AM



To

12:30 PM



From

__:_ __M



To

__:_ __M

 Apply to all Days**COVID-19 VACCINATION PROVIDER TYPE FOR THIS LOCATION (SELECT ONE)**

Provider Type *

Other



Specify Other *

Board of Health

SETTING(S) WHERE THIS LOCATION WILL ADMINISTER COVID-19 VACCINE (SELECT ALL THAT APPLY)

Setting(s) *

Childcare or daycare facility College, technical school, or university

Community center Correctional/detention facility

Healthcare provider office, health ctr, medical practice, outpatient clinic

Hospital (i.e., inpatient facility) In-home Long-term care facility

Pharmacy Public health clinic (e.g., local health department)

School (K - grade 12) Shelter

Temporary or off-site vaccination clinic - point of dispensing (POD)

Temporary location - mobile clinic Urgent care facility Workplace

Other

APPROXIMATE NUMBER OF PATIENTS/CLIENTS ROUTINELY SERVED BY THIS LOCATION

Enter "0" if the location does not serve the respective age group.

Number of children 18 years of age and younger *

0

Unknown

Number of adults 19 – 64 years of age *

0

Unknown

Number of adults 65 years of age and older *

0

Unknown

Number of unique patients/clients seen per week, on average *

0

Unknown

Not applicable (e.g., for commercial vaccination service providers)

INFLUENZA VACCINATION CAPACITY FOR THIS LOCATION

Enter "0" if no influenza vaccine doses were administered by this location in 2019-20

Number of influenza vaccine doses administered during the peak week of the 2019–20 influenza season *

0

Unknown

POPULATION(S) SERVED BY THIS LOCATION (SELECT ALL THAT APPLY)

Population(s) *

General pediatric population General adult population

Adults 65 years of age and older Long term care facility residents

Health care workers Critical infrastructure/essential workers

Military - active duty/reserves Military - veteran

People experiencing homelessness Pregnant women

Racial and ethnic minority groups Tribal communities

People who are incarcerated/detained People living in rural communities

People who are under-insured or uninsured People with disabilities

People with underlying med conditions at risk for severe COVID-19 illness

Other people at higher-risk for COVID-19

Specify Other *

DOES YOUR ORGANIZATION CURRENTLY REPORT VACCINE ADMINISTRATION DATA TO THE STATE, LOCAL, OR TERRITORIAL IMMUNIZATION INFORMATION SYSTEM (IIS)?

Report Data

Yes No Not Applicable



Please explain planned method for reporting vaccine administration data to the jurisdiction's IIS or other designated system as required *

MIIS will be used

ESTIMATED NUMBER OF 10-DOSE MULTIDOSE VIALS (MDVs) YOUR LOCATION IS ABLE TO STORE DURING PEAK VACCINATION PERIODS (E.G., DURING BACK-TO-SCHOOL OR INFLUENZA VACCINE SEASON) AT THE FOLLOWING TEMPERATURES:



Refrigerated (2°C to 8°C):

No capacity

Approximate additional capacity of 10-dose MDVs *

300

Frozen (-15° to -25°C):

No capacity

Approximate additional capacity of 10-dose MDVs *

300

Ultra-frozen (-60° to -80°C):

No capacity

STORAGE UNIT DETAILS FOR THIS LOCATION



List brand/model/type of storage units to be used for storing COVID-19 vaccine at this location

Example: CDC & Co/Red series two-door/refrigerator

Storage Units

Description	1	 
Brand	Summit Accucold	
Model	ARG31PVBIADL2B	
Category	Refrigerator	
Type	Stand Alone	
Grade	Commercial / Household	
<hr/>		
Description	1	 
Brand	Summit Accucold	
Model	VT65MLBIMED2ADA	
Category	Freezer	
Type	Stand Alone	
Grade		

Commercial / Household



Description

1



Brand

Summit Accucold

Model

DL2B

Category

Freezer



Type

None selected

Grade

None selected

Description



Brand

Model

Category

None selected

Type

None selected

Grade

None selected

Description



Brand

Model

Category

None selected

Type

None selected

Grade

None selected



I attest that each unit listed will maintain the appropriate temperature range indicated above:
(please sign and date)

I attest that each unit listed in the MIIS will maintain the appropriate temperature range indicated above: (please sign and date)

Medical/pharmacy director or location's vaccine coordinator signature *

Brenda M Healy

Date *

02/01/2022



PROVIDERS PRACTICING AT THIS FACILITY

Instructions: List below all licensed healthcare providers at this location who have prescribing authority or will have oversight of the handling or administration of COVID-19 vaccine (i.e., MD, DO, NP, PA, RPh). Only those with direct involvement with COVID-19 vaccine should be listed.

Providers

First Name	<input type="text" value="Brenda"/>	 
Last Name	<input type="text" value="Healy"/>	
Title	<input type="text" value="RN"/>	
Type	<input type="text" value="Pediatrics/Adult"/>	
Medical License No.	<input type="text" value="RN170643"/>	
Medicaid Provider No.	<input type="text"/>	
Email	<input type="text" value="bhealy@medfield.net"/>	
First Name	<input type="text"/>	 
Last Name	<input type="text"/>	
Title	<input type="text" value="None selected"/>	
Type	<input type="text" value="None selected"/>	
Medical License No.	<input type="text"/>	

Medicaid Provider No. _____

Email _____

First Name _____



Last Name _____

Title _____

None selected

Type _____

None selected

Medical License No. _____

Medicaid Provider No. _____

Email _____

First Name _____



Last Name _____

Title _____

None selected

Type

None selected

Medical License No.

Medicaid Provider No.

Email

First Name



Last Name

Title

None selected

Type

None selected

Medical License No.

Medicaid Provider No.

Email



Instead of typing in providers above, the [CSV template here](#) can be filled in and uploaded below.

[Upload providers file](#)

Upload previous file

 No file chosen

Selecting save will save the information entered. To access the data entered in the form, select the link in the original email.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO



May 20, 2022

Nicholas Milano
459 Main Street
Medfield, MA 02052

Via email: nmilano@medfield.net

Dear Nicholas Milano:

Thank you for your submission to the Shared Streets and Spaces Program during the Fiscal Year 2023 application solicitation. We received a record number of applications and had many creative projects from which to select. I am pleased to notify you that Medfield's application for "Medfield Main Street and North Street Improvements" has been approved for \$145,411.67.

Awarded municipalities must enter into a contract with MassDOT for the funding of the approved work. To initiate this contract, please review and sign the Project Funding Agreement provided to you with this award letter and return it to SharedStreets@dot.state.ma.us as soon as possible. It is anticipated that the Notice to Proceed (NTP) for this award will be issued by August 1, 2022 and that the deadline for construction will be December 31, 2023. MassDOT-funded work may not proceed until the NTP is issued. Your patience during the contracting process is appreciated as MassDOT works to execute contracts with a large volume of awardees.

This award is reimbursement-based, meaning that funds are provided after costs are incurred. Please note that this is different than previous funding years. Reimbursement requests are processed by your District State Aid Engineer in the same manner as Chapter 90 projects. Learn more about this process as well as other implementation details on the program website at: mass.gov/shared-streets-and-spaces-grant-program.

Please email SharedStreets@dot.state.ma.us with questions related to this award. Thank you for your commitment to improving safety, access, and mobility for all roadway users in your community and for your participation in the Shared Streets and Spaces Program.

Sincerely,

Jamey Tesler
Secretary and CEO

cc: Cassandra Gascon, MassDOT Community Grants Program Administrator

Shared Streets and Spaces Program
Project Funding Agreement

Agreement Number: _____

Date: _____

Municipality: Medfield

Project: Medfield Main Street and North Street Improvements

This Project Funding Agreement ("Agreement") made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the City/Town of Medfield, (hereinafter called the "MUNICIPALITY"), as set forth below:

WHEREAS, the MUNICIPALITY proposes to construct certain roadway improvements from its approved Shared Streets and Spaces Application ("Application"), attached hereto as Exhibit A, and

WHEREAS, the scope of work for said roadway improvements is described in Exhibit A, (the "Project") and is in accordance with the project approvals from the Shared Streets and Spaces Program, and

WHEREAS, the total estimated construction cost for the Project is \$145,411.67, as described within Exhibit B, (the "Project Cost Estimate"), and

WHEREAS, the PROJECT is to be financed by funds provided by MassDOT in accordance with appropriation 6921-2109, and

WHEREAS, MassDOT has reviewed the Project's items of work described within Exhibit B to ensure they are commensurate with the Project's scope of work, Exhibit A, and

WHEREAS, the PROJECT shall be constructed by MUNICIPALITY'S

employees and/or a contractor approved by MassDOT's prequalification process, in accordance with M.G.L. c 81 subsection 8B, and

WHEREAS, all environmental permits and approvals must be obtained prior to construction. MassDOT's Environmental Punch list must be signed by the authorized municipal official, hereby attached and labeled as Exhibit C, and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of work and expense necessary for the completion of the Project.

NOW THEREFORE, in consideration of the obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, MassDOT and the MUNICIPALITY hereby agree, each with the other, as follows:

1.0 DIVISION OF WORK

1.1 MUNICIPALITY shall develop plans and specifications for the Project (collectively, "Specifications") in accordance with the attached scope of work (Exhibit A), and the Project Estimate (Exhibit B). The Specifications set forth by the MUNICIPALITY, shall be in conformance with, but not limited to the following current documents as amended: MassDOT's Project Development and Design Guide, MassDOT's Construction Standard Details, MassDOT's Separated Bike Lane Planning and Design Guide, MassDOT's Guidelines for the Planning and Design of Roundabouts, MassDOT's Bridge Manual, MassDOT's Standard Specifications for Highways and Bridges, MassDOT's Standard Drawings for Traffic Signals and Highway Lighting, the latest edition of American Standard for Nursery Stock, 521 CMR Rules and Regulations of the Architectural Access Board (AAB) and Americans with Disabilities Act(ADA), the Manual on Uniform Traffic Control Devices, and any and all state or federal regulations, and/or to the satisfaction of MassDOT - Highway Division, Chief Engineer. The Project shall be constructed in accordance with the Specifications.

1.2 The MUNICIPALITY shall provide by its own municipal employees, contractors and/or subcontractors all necessary labor materials, equipment and other services to construct said Project pursuant to any and all applicable Specifications and in compliance with applicable local, state and federal laws and regulations. To be eligible to bid on said Project, the contractor shall be approved in accordance with MassDOT's prequalification process, the application forms for which are located on mass.gov, under Prequalification of Horizontal Construction Firms. In addition, any and all construction activities or related work required for the construction of said Project shall be in conformance with any and all MassDOT policies and procedures.

1.3 The MUNICIPALITY shall not commence construction work on the Project until MassDOT has issued a written Notice to Proceed to MUNICIPALITY. Prior to beginning construction, MUNICIPALITY shall, at its sole expense, obtain any and all easements, permits (including environmental permits), licenses, or other permissions to enter onto property required to complete the Project not otherwise owned or controlled by MUNICIPALITY. Upon MassDOT's request, MUNICIPALITY shall demonstrate such acquisitions and/or provide copies of all permits acquired.

1.4 The Municipality shall be solely responsible for the installation of adequate safety precautions for the protection of the travelling public and all project personnel. Municipality shall, at its sole expense, identify, furnish, and maintain adequate traffic control devices for the protection of the travelling public and working personnel during construction operations. The design, application, and installation of all devices shall conform to MassDOT's "Standard Drawing for the Development of Temporary Traffic Control Plans" and the Amendments to the Manual on Uniform Traffic Control Devices. In no event shall MassDOT be responsible for any failure of the Municipality's to provide adequate safety precautions and protections during construction operations.

1.5 The MUNICIPALITY shall complete the Project by the Agreement's Expiration Date unless an extension of time is granted by MassDOT pursuant to Subsection 5.2 below. Work performed after this Agreement's Expiration Date shall not be eligible for reimbursement.

1.6 Upon the completion of the Project, MUNICIPALITY shall promptly complete the Post-Construction Report Form provided by MassDOT. MUNICIPALITY shall provide pre- and post- construction photos and all relevant construction metrics for bicycle, pedestrian, transit, and outdoor programming infrastructure requested by MASSDOT.

2.0 DIVISION OF EXPENSE

2.1 Except as provided in Section 2.2 below, MassDOT will reimburse MUNICIPALITY for the actual costs incurred to complete the Project up to, but not exceeding, the amount approved. All costs incurred must be approved by MassDOT prior to reimbursement. Any costs above this amount shall be borne by MUNICIPALITY.

2.2 MUNICIPALITY shall bear all costs and expenses associated with the acquisition of rights-of-way and permitting necessary to complete to perform its obligations hereunder ("Acquisition Costs"). MUNICIPALITY shall also be solely responsible for all costs and expenses associated with traffic control and safety measures in or around the construction work zone, including but not limited to, the use of uniformed law enforcement officers and provision of traffic control devices ("Traffic Control Costs.") Municipality agrees and acknowledges that Acquisition Costs and Traffic Control Costs are ineligible for reimbursement under this Agreement.

3.0 METHOD OF PAYMENT TO THE MUNICIPALITY

3.1 During the course of the Project, MUNICIPALITY may present monthly progress bills of the incurred costs for approval and reimbursement by MassDOT. All reimbursement requests by Municipality shall be made in accordance with MassDOT's procedures for Chapter 90 funded projects using the applicable Chapter 90 forms ("Forms") required by MassDOT. MUNICIPALITY shall electronically submit the completed Forms and supporting documentation to MassDOT's District State Aid Engineer after expenses are

incurred for review and processing.

3.2 Upon the completion of the PROJECT to the satisfaction of MassDOT and the MUNICIPALITY, written notification shall be given to MassDOT's District Highway Director by the MUNICIPALITY that said work has been completed and, within 120 days thereof, the MUNICIPALITY will submit to MassDOT a final detailed bill (in quintuplicate) as required, and final settlement will then be made between MassDOT and the MUNICIPALITY.

4.0 AUDIT

4.1 All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MassDOT and the MUNICIPALITY will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MassDOT.

4.2 The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other complications of data of the MUNICIPALITY which pertain to the performance of the provisions and requirements of this Agreement.

4.0 FUTURE MAINTENANCE

4.1 The MUNICIPALITY shall be solely responsible for the maintenance and upkeep of all property associated with the PROJECT and the costs thereof.

4.2 If the property is owned by an entity other than MUNICIPALITY, MUNICIPALITY shall enter into a separate agreement with the property owner that provides for the maintenance and upkeep of the property associated with the Project.

5.0 TERM AND TERMINATION

5.1 This agreement will expire on December 31, 2023 ("Expiration Date"),

unless extended as provided for in Subsection 5.2.

5.2 MUNICIPALY may request to extend this Agreement beyond that provided in Subsection 5.1. Any request for an extension must be made in writing to MassDOT soon as practicably possible, but no later than sixty (60) days prior to the Agreement's Expiration Date. MUNICPALITY's request shall include a justification for the requested extension, the requested new expiration date, and any other information deemed necessary by MASSDOT. MassDOT, in its sole and exclusive discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the MUNICIPALITY.

5.3 This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this Agreement, except to the extent that the mutual agreement termination this Agreement so specifies.

5.4 MassDOT may, by written notice to the MUNICIPALITY, terminate this Agreement in any one of the following circumstances:

5.4.1 The MUNICIPALITY neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and MUNICIPALITY fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.

5.4.2 The applicable State or Federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein. In the event this Agreement is

terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

6.0 MISCELLANEOUS

6.1 Compliance with Law.

The work and services to be performed hereunder shall be done in compliance with applicable federal, state, and local laws, ordinances, rules and regulations.

6.2 Notices:

MASSDOT:

The MUNICIPALITY:

6.3 Indemnification:

To the extent permitted by the laws of the Commonwealth, the MUNICIPALITY hereby assumes and agrees to indemnify, defend (at the MUNICIPALITY's sole expense and with counsel reasonably acceptable to MassDOT) and hold harmless MassDOT and MassDOT's affiliates, contractors, employees and representatives from and against any and all losses suffered by MassDOT and any and all claims, liability or penalties asserted against MassDOT by or on behalf of any person on account of, based in, resulting from, arising out of (or which may be claimed to have arisen out of), in whole or in part, the acts or omissions of the MUNICIPALITY in its performance of the obligations set forth herein. This covenant shall survive the expiration of this Agreement.

6.4 Governing Law; Severability:

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law or choice of laws. In the event that any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other person or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.5 No Third-Party Beneficiaries:

This Agreement shall not be construed to create any third-party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

6.6 No Agency:

In no event shall MUNICIPALITY or any of its employees, agents, contractors, subcontractors be considered agents or employees of MassDOT.

6.7 Amendments

This Agreement and each of its provisions may only be waived, modified, or altered in a writing signed by MassDOT and MUNICIPALITY

6.8 Counterparts:

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as an instrument under seal as of the date first above written.

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____

Name:

Title:

MUNICIPALITY

By: _____

Name:

Title:

Exhibit A - Project Application

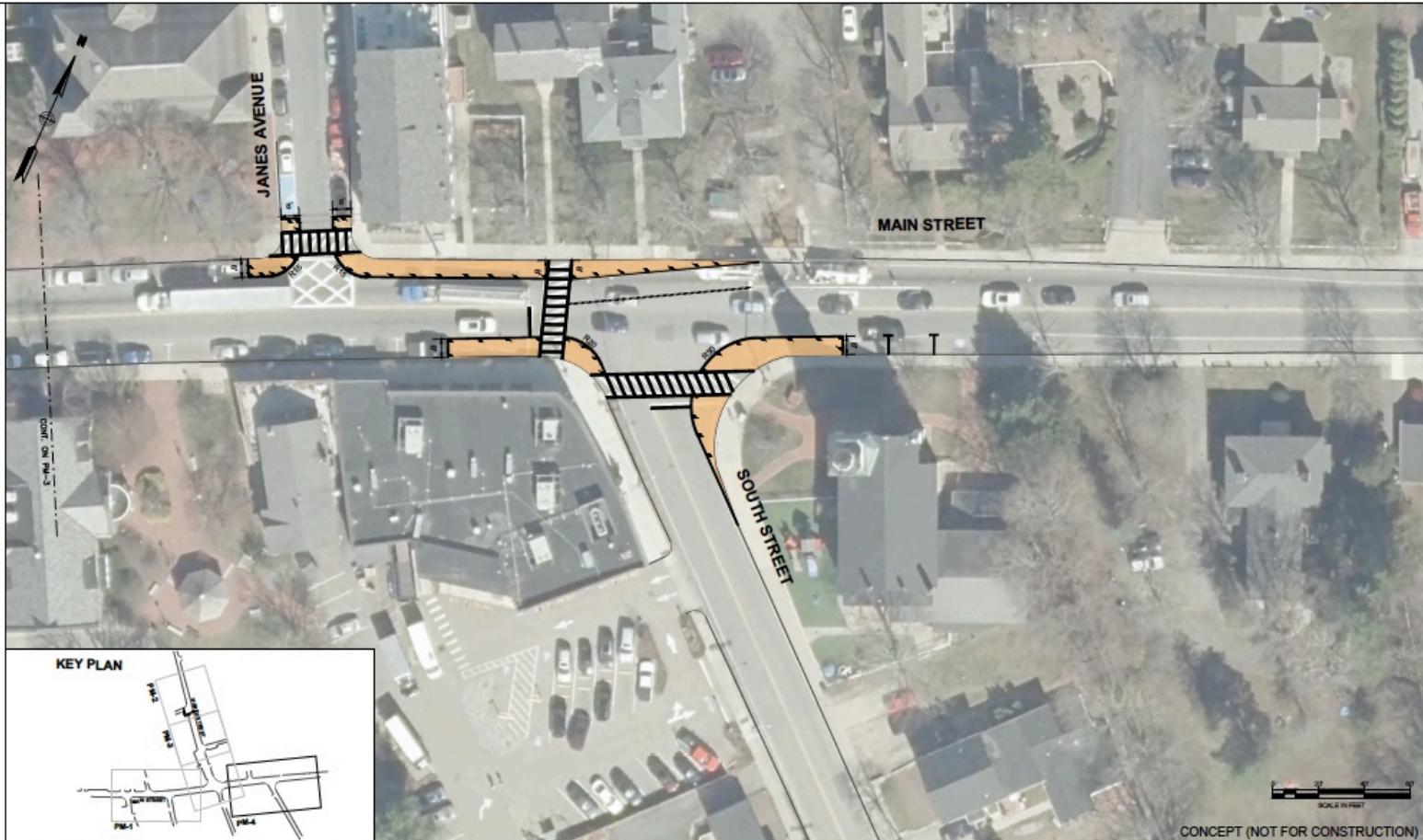
Exhibit B - Project Cost Estimate

Exhibit C - Environmental Punchlist

Exhibit A - Project Application

MEDFIELD MAIN STREET AND NORTH STREET IMPROVEMENTS





CONCEPT (NOT FOR CONSTRUCTION)

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS
WERE DRAWN AND CHECKED BY ME
AND THAT I AM A FULLY LICENSED
PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MASSACHUSETTS,
LICENSE NO. _____
EXPIRATION DATE: _____

REUSE OF DOCUMENTS
ALL DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR THIS PROJECT.
REUSE OR ALTERATION IS AT THE OWNER'S RISK.

DESIGN	HS				
EDR	HS				
CHK	HS				
APV	MO	ND	DATE	REVISION	BY APV

TOOLE
DESIGN

2 OLIVER STREET, SUITE 305
BOSTON, MA 02109
PHONE: 617.619.8910
FAX: 301.427.3000
www.tooledesign.com

PAVEMENT MARKINGS & SIGNAGE

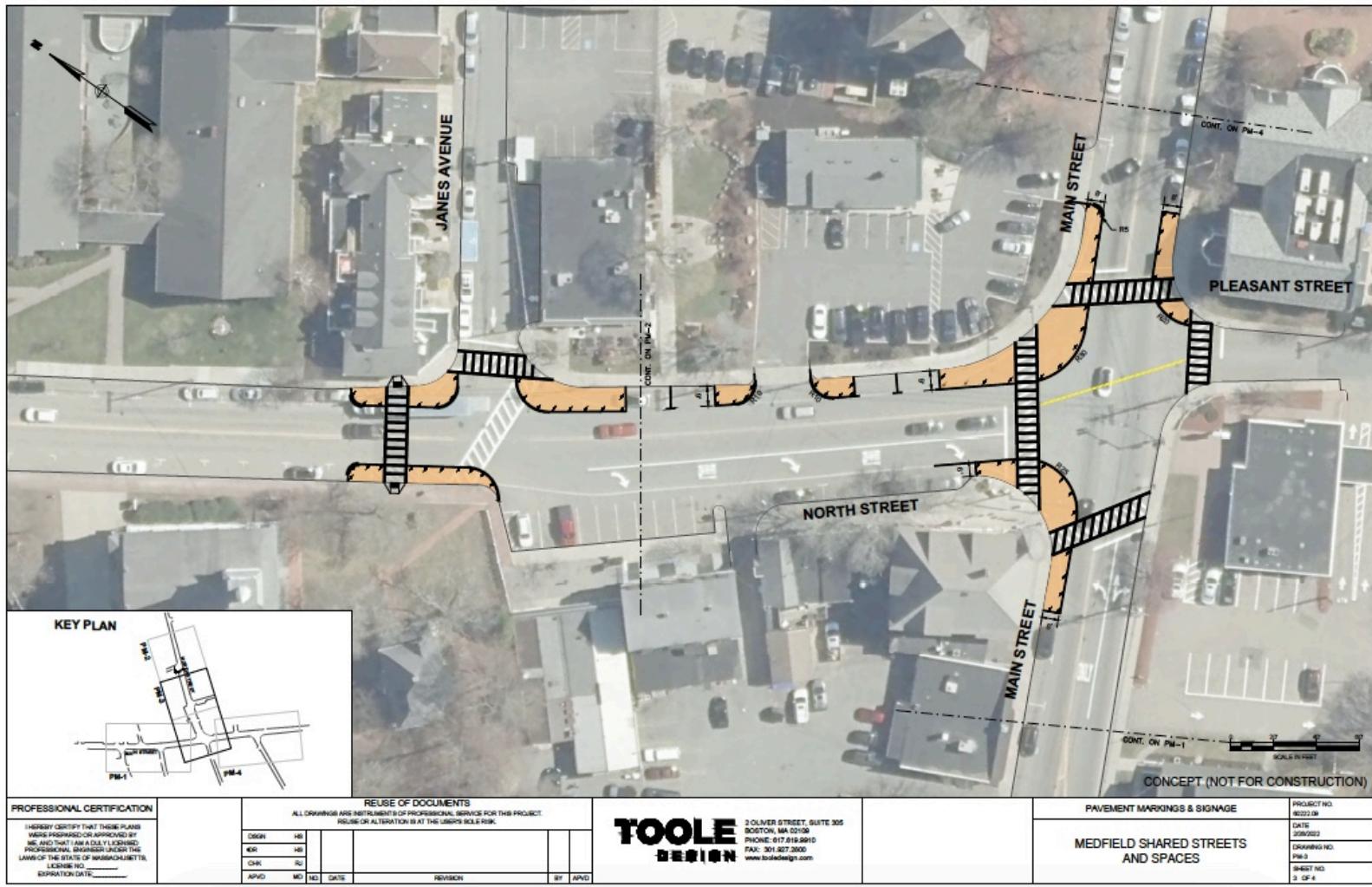
PROJECT NO.
06222.08

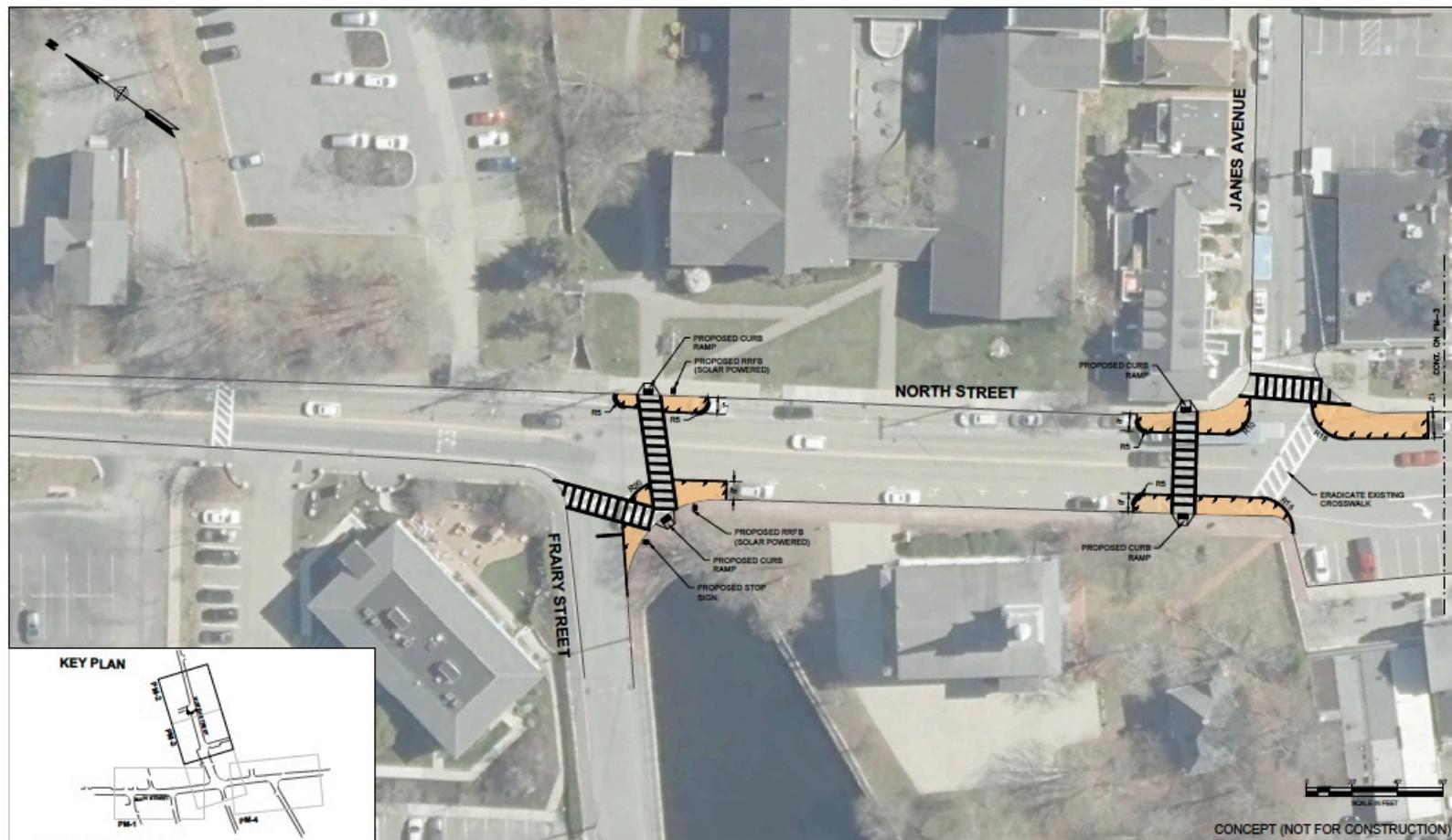
DATE
3/26/2012

MEDFIELD SHARED STREETS
AND SPACES

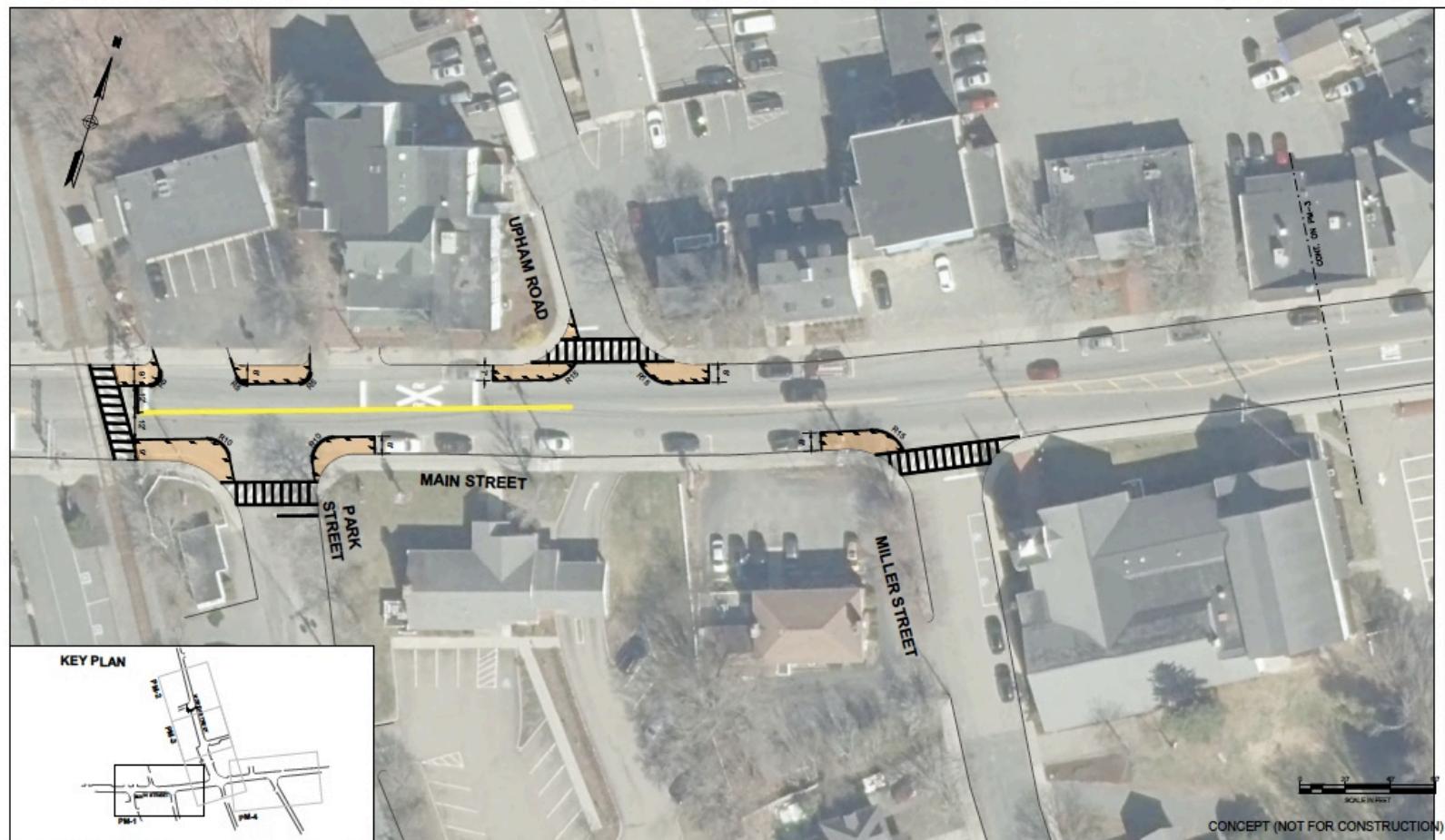
DESIGNING NO.
PM-4

SHADING NO.
4 OF 4





PROFESSIONAL CERTIFICATION			RELEASE OF DOCUMENTS ALL DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR THIS PROJECT. RELEASE OR ALTERATION IS AT THE USER'S SOLE RISK.						PAVEMENT MARKINGS & SIGNAGE			PROJECT NO. 00222-09		
<p>I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED OR APPROVED BY ME AND THAT I DULY SWORN PROFESSIONAL SWORN UNDER THE LAW OF THE STATE OF MASSACHUSETTS, LAW OF THE STATE OF MASSACHUSETTS, EXPIRATION DATE: _____</p>			DESIGN	HS	REVISION	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED
			46R	HS										
			CHK	RS										
			APVO	MD	MD	DATE	REVISION	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	
									TOOLE DESIGN 201 BOLIN STREET, SUITE 305 BOSTON, MA 02115 PHONE: 617.512.9910 FAX: 301.527.2000 www.tooledesign.com					
									MEDFIELD SHARED STREETS AND SPACES					
									DATE 2008/02/22 DRAWING NO. PM-2 SHEET NO. 2 OF 4					



PROFESSIONAL CERTIFICATION												REUSE OF DOCUMENTS												CONCEPT (NOT FOR CONSTRUCTION)														
<p>I HEREBY CERTIFY THAT THESE PLANS WERE DRAWN UNDER MY PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MASSACHUSETTS, LICENSE NO. _____ EXPIRATION DATE: _____</p>												<p>ALL DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR THIS PROJECT. ALTERATION OR ALTERATION IS AT THE USER'S SOLE RISK.</p>												<p>PAVEMENT MARKINGS & SIGNAGE</p>														
DESIGN			HS			DR			HS			CHK			APV			MD			ND			DATE			REVISION			BY			APV			PROJECT NO.		
																																				80222-08		
																																				DATE		
																																				2012-02-22		
																																				DRAWING NO.		
																																	PM-1					
																																	DRAWING NO.					
																																	94487 NO.					
																																	1 OF 4					

TOOLE
DESIGN

2 OLIVER STREET, SUITE 305
BOSTON, MA 02109
PHONE: 617.818.8910
FAX: 301.427.2000
www.todesign.com

Exhibit B – Project Cost Estimate



STATE AID REIMBURSABLE PROGRAM – PRELIMINARY ESTIMATE
Chapter 90

City /Town of _____ Town of Medfield _____ Contract # _____

Project Name Medfield Main Street and North Street Improvements

Project Location/Road _____ Main / North / Pleasant / Park / Janes

Date 3/11/2022

Exhibit C - Environmental Punchlist

EXHIBIT C – Environmental Punchlist

Shared Streets and Spaces Program

Municipality: _____ MassDOT Highway District #: _____

Project Name: _____

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

1. Will the pavement width increase by four or more feet for one-half or more miles? Yes _____ No _____
2. Will the project alter the bank or terrain located ten more feet from the existing roadway for one-half or more miles, unless necessary to install a structure or equipment? Yes _____ No _____
3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No _____
4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No _____
5. Will the project involve construction of a parking lot with capacity of 150 cars or more? Yes _____ No _____
6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.03)?
If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No _____
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 _____
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 _____ No _____
9. Has a Project Notification Form and locus map been submitted to the Massachusetts Historical Commission? Required <https://www.sec.state.ma.us/mhc/mhcpdf/pnf.pdf> Yes _____ No _____
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 _____
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. Yes _____ No _____

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Shared Streets and Spaces Project Funding Agreement (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:
	Highway or Conservation Officer's Title
Signatures Date	Signatures Date

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomproller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF MEDFIELD (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: DOT	
Legal Address: (W-9, W-4):		Business Mailing Address: 10 Park Plaza, Boston MA 02116	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Cassandra Gascon	Phone: (857) 368-4636
Contractor Vendor Code: VC6000191875		E-Mail: Cassandra.Gascon@dot.state.ma.us	Fax: n/a
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ___, 20___. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). <u>\$145,411.67</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This agreement is between MassDOT and the TOWN OF MEDFIELD which is participating in the Shared Streets and Spaces Program.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u>_____, 20__</u>, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>_____, 20__</u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Date:

Signature

Title: _____ Telephone: _____

Fax: _____ Email: _____

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE AS FOLLOWS):

I, _____ (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:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL



Nicholas Milano <nmilano@medfield.net>

Fwd: Municipal Master Agreement / Sustainable Materials Recovery Program – Medfield

Maurice Goulet <m goulet@medfield.net>
To: Nicholas Milano <nmilano@medfield.net>

Thu, Jun 2, 2022 at 6:56 AM

Nick,

Can you have this signed at the Selectmen's meeting next week? It is just a renewal to make us eligible for grant money in the Sustainable Materials Recovery Program (SMRP) for recycling. It's not for any funding at this point.

Thanks,

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

From: **Minucci, David (DEP)** <[REDACTED]>
Date: Mon, Apr 11, 2022 at 11:14 AM
Subject: Municipal Master Agreement / Sustainable Materials Recovery Program – Medfield
To: m goulet@medfield.net <m goulet@medfield.net>

Hi Maurice,

MassDEP is extending Sustainable Materials Recovery Program (SMRP) contracts to all cities and towns throughout the Commonwealth. SMRP Grants offer funding to cities, towns, and regional governmental entities for recycling, composting, improving air quality, and reuse and source reduction activities. This contract will secure your place on our upcoming municipal master agreement and will authorize DEP to forward payment to Medfield if you're awarded a SMRP grant during the period of July 1, 2022, through June 30, 2029. Execution of this contract does not guarantee that an award will be made to the signatory entity.

Standard Contract – Please add your name, phone number, and email in the upper-left section of the contract. Please print and wet sign the contract.

Contractor Authorized Signatory Listing (CASL) – This form must be notarized. Please add your name if authorized to sign on behalf of your town. Please print and wet sign the signatory listing form.

The wet signed contract and notarized signatory listing can then be scanned and emailed to me as attachments. As requested, I will forward a copy of the fully executed contract once it has been signed by our department signatory.

If additional information or assistance is needed please feel free to contact me at the mobile number below.

Thanks.

David Minucci

Deputy Division Director

Mass DEP – Bureau of Air and Waste

Business Reporting, Data, and Fiscal Operations

One [Winter Street, Boston, MA 02108](#)



--
Maurice G. Goulet

Director of Public Works
Medfield, Massachusetts

Department of Public Works

55 North Meadows Road
Medfield, MA 02052
(508) 906-3003 office
(508) 359-4050 fax
mgoulet@medfield.net
www.town.medfield.net

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

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

2 attachments

Medfield 07.01.22.docx
67K

Medfield Signatory Listing (CASL).pdf
1791K

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomproller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF MEDFIELD (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: DEPARTMENT OF ENVIRONMENTAL PROTECTION MMARS Department Code: EQE	
Legal Address: (W-9, W-4): 459 MAIN ST, MEDFIELD, MA 02052-2009		Business Mailing Address: ONE WINTER STREET, BOSTON, MA 02108	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: WINIFRED PRENDERGAST	Phone: 617-292-5596
Contractor Vendor Code: VC6000191876		E-Mail: Winifred.Prendergast@mass.gov	Fax: 617-292-5832
Vendor Code Address ID (e.g. "AD001": AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): MA 3033PO2L000000000000	
		RFR/Procurement or Other ID Number: GRANT	
<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p><input checked="" type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date Prior to Amendment: <u> </u>, 20<u> </u>.</p> <p>Enter Amendment Amount: \$ <u> </u>. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u> </u>.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u>% PPD; Payment issued within 15 days <u> </u>% PPD; Payment issued within 20 days <u> </u>% PPD; Payment issued within 30 days <u> </u>% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)</p> <p>The Sustainable Materials Recovery Program (SMRP) - Municipal Grant offers funding to cities, towns and regional governmental entities for recycling, composting, improving air quality, and reuse and source reduction activities. Execution of this contract does not guarantee that an award will be made to the signatory entity.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><input checked="" type="checkbox"/> 2. may be incurred as of <u>July 1, 2022</u>, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 3. were incurred as of <u> , 20 </u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2029</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)</p> <p>Print Name: <u>Bawa Wavezwa</u></p> <p>Print Title: <u>Director, Commonwealth Fiscal Management Division</u></p>	

HELPFUL HINTS IN COMPLETING THE
CONTRACTOR AUTHORIZED SIGNATORY LISTING FORM

1. Please read all instructions provided on the following page before completing the **Contractor Authorized Signatory Listing** form found on pages 4 and 5. NOTE: STATE AGENCIES ARE EXEMPT FROM COMPLETING THIS FORM.
2. In the box titled "Authorized Signatory Name" please list ALL individuals who will be responsible for signing the following required documents (e.g. Standard Contract, OGR Sub-grant Conditions; Quarterly Financial Reporting forms, etc.)
 1. The Contractor Signatory Listing form (Pages 4 and 5) must then be signed by the **Authorizing Official as deemed by the local unit of government, public and/or private organization**.
 2. The individuals designated as having "Authorizing Signatory" listed in the chart, must then sign pages 4 and 5 and have his or her signature notarized.
 3. For your assistance, we have included a "sample" designating the appropriate signature locations. The sample form can be found on pages 2 and 3.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING FORM



CONTRACTOR LEGAL NAME:

CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Date: _____

Signature _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued
May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): _____

Title:

X

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (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:

_____ , 20 _____;

My commission expires on: _____

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

, 20

AFFIX CORPORATE SEAL

The CENTER at Medfield
Medfield Council on Aging
One Ice House Road
Medfield MA 02052
508-359-3665

June 2, 2022

Dear Board of Selectmen,

On behalf of the Council on Aging, I would like to support Annette Wells for the open position on the Council on Aging Board. Annette has become an active participant at the Center along with working at the reception desk in a volunteer position, and teaching our craft classes. I believe that Annette will be a valuable addition to the board. I ask that you appoint Annette Wells to our open board position.

Thank you,

Roberta Lynch R.N., Director
Medfield Council on Aging